

K# 4195



**Harley-Davidson Motor Company  
and  
Tyson Lodge, No. 175  
International Association of  
Machinists and Aerospace Workers**

**Labor Agreement  
February 2, 2001 to February 2, 2007**



*107 pages*

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## **ARTICLE 1 - AGREEMENT**

This Agreement, entered into this 2nd day of February, 2001, by and between Harley-Davidson Motor Company, Inc., its successors or assigns, for and with reference only to its facility located at 1425 Eden Road, York, Pennsylvania or its facilities located in York County and counties bordering York County, except the Port of Baltimore, referred to as the Company and Tyson Lodge 175, District 98, and the International Association of Machinists and Aerospace Workers (*hereinafter jointly referred to as the Union*) and acting as the exclusive bargaining agent for all employees as defined in Article 4 of this Agreement.

## **ARTICLE 2 - PURPOSE AND INTENT**

It is the intent and purpose of the parties to assure a continuous, harmonious, efficient, economical and profitable operation of the plant, a fair day's work for a fair day's pay, and a prompt disposition of grievances, and to set forth their agreement on rates of pay, hours of work and other conditions of employment to prevent strikes, lockouts and other disturbances which interfere with production in order to provide and promote orderly and peaceful relations with the employees covered by this Agreement.

Should any term or terms of this Agreement be or become wholly or partially in conflict with the laws existing during the term of this Agreement, the validity of the balance of this Agreement shall in no way be affected and this Agreement shall be deemed modified to conform to the provisions of said existing laws.

## **ARTICLE 3 - AFFIRMATIVE ACTION**

The Company and the Union agree to cooperate in continuing to maintain policies and practices which prevent discrimination against any employee or applicant for employment regardless of race, color, creed, age, sex, religion, national origin, ancestry, handicap, sexual preference, affectional preference, disability, medical condition (cancer), citizenship status, or marital status and further to cooperate affirmatively in the implementation of Executive Order #11246, as amended, Section 503, of the Rehabilitation Act of 1973 and 38 USC 2012, The Vietnam Era

Veterans' Readjustment Assistance Act. The Company and the Union agree that any noun or pronoun as used in this Agreement is used solely for the purpose of reference and is not intended to denote gender.

## **ARTICLE 4 - RECOGNITION**

### **Section 1**

The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of bargaining in respect to rates of pay, wages, hours and other terms and conditions of employment for all employees defined in Article 5 below at the Company's York, Pennsylvania plant and facilities as specified in Article 1 of this Agreement.

### **Section 2**

Officers, stewards and members of the Union agree to refrain from soliciting members, collecting dues or indulging in any Union activities (except those expressly provided for in this Agreement) upon the Company's premises during working hours.

### **Section 3**

- A. As a condition of employment, all employees who are members of the Union and all employees who are not members on the 31st day following the effective date of the Agreement or on the 31st day following their dates of employment, whichever is later, shall become and remain members of the Union in good standing for the duration of this Agreement. Union membership shall have no effect upon the 60 day probationary period provided in Article 26, nor shall it have any effect on attaining permanent employment status as required for fringe benefit eligibility throughout this Agreement.
- B. Any employee whose membership in the Union is terminated by the Union by reason of his/her failure to tender the periodic dues uniformly required as a condition of acquiring or retaining membership shall not be retained in the unit covered by this contract. No employee shall be terminated under the Article, however, unless:
1. The Union has notified him/her by letter, addressed to him/her at the address last known to the Union, concerning

his/her delinquency in not tendering the periodic dues, and warn him/her that unless such dues are rendered within five (5) days, he/she will be reported to the Company for termination from employment as provided herein; and

2. *The Union has furnished the Company with written proof that the foregoing procedure has been followed, but that the employee has not complied and that on this basis the Union has requested, in writing that he/she be discharged.*

C. After the above requirements have been met, the Company will, five (5) days after receipt of the written notice from the Union, discharge any employee who is not in good standing as required above.

## **ARTICLE 5 - BARGAINING UNIT**

This Agreement is limited to and applies only to hourly paid plant production and maintenance employees of the Company's facilities as specified in Article 1 of the Agreement.

Production and maintenance employees are only those employees who occupy classifications listed in Appendix "A". Nothing in this Agreement shall be construed as an acknowledgment by the Company that any work is or may become the exclusive right of any employee or classification of employees represented by the Union. Bargaining Unit overtime procedures are set forth in Article 13.

This Agreement does not apply to any salaried employees, including but not limited to: executive employees, supervisory employees, guards, watchmen, timekeepers, quality control employees (other than inspectors, as listed in Appendix "A"), Engineering Department employees, clerical employees, Industrial Engineering employees, Industrial Relations employees, and all outside workmen hired by the Company to perform building repair or construction work or equipment installation and repair work.

The Company will notify the Local Union Committee of any job under consideration to be performed by anyone other than Bargaining Unit personnel per Article 38.

## **ARTICLE 6 - CHECK OFF**

### **Section 1**

The Company will deduct the proper original initiation fee from the employees on request from the Union on a monthly basis and will check off monthly dues (only monthly dues uniformly required as a condition of acquiring or retaining membership in the Union) on the basis of individually signed voluntary check off authorization cards provided by the Union and signed by the employee on the date of hire. The Company will return such signed authorization cards to the Union together with a listing of new hires.

### **Section 2**

New check-off authorization cards will be submitted to the Company by the Union at intervals no more frequent than once a month and prior to the last Friday of each month, together with a summary list of such cards.

### **Section 3**

Deduction for a given month shall be deducted from Company's first payroll payment in the next succeeding month following receipt of such cards. In case or cases of earnings insufficient to cover deductions, no deductions will be made; however, the deduction will be made only from the second through the third payroll period from the current month only.

### **Section 4**

The Union will be notified of the reason for non-transmission of dues in case of transfer outside the bargaining unit, layoff, discharge, resignation, leave of absence, sick leave, vacation, retirement, death or insufficient earnings.

Upon receipt of information from the Union as to members in arrears, the Company will, between the receipt of this information and the next pay period on which dues are deducted, withhold such dues from the employee as reported by the Union.

### **Section 5**

Deductions are made for the convenience of the Union and the Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the

Company for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice, assignment or authorization furnished under any of such provisions.

### **Section 6**

The parties agree that check-off authorization cards shall be furnished by the Union.

## **ARTICLE 7 - MANAGEMENT RESPONSIBILITIES**

Subject to the provisions of this Agreement, the Company shall manage the plant, decide the products to be manufactured, the methods and schedules of production, the means and processes of manufacturing, direct the work force, sub-contract/outsource (according to Articles 5 and 38); hire, promote, demote, discipline and discharge for just cause, establish reasonable rules, relieve employees from duty because of lack of work and for other legitimate reasons, introduce new and improved production methods or facilities, improve quality, reduce costs and establish and attain work and production standards.

In the administration of Management's Responsibilities during the duration of this contract, the Company will not establish cost centers, work areas, quadrants, manufacturing centers, supervisors, supervisor codes, departments...etc. for the purpose of circumventing any Article of this Labor Agreement.

## **ARTICLE 8 - JOB BIDDING**

### **Section 1**

- A. When a permanent opening exists the Company shall post the opening one time on the bulletin boards for three (3) working days (Monday through Friday). The notice shall contain the *classification, department, pay rate, job specifications, shift, supervisor, replacement or additional opening, and the number of positions.*
- B. A permanent opening shall be defined as an opening within the Bargaining Unit to which no employee has recall rights.
- C. An employee must submit a request in writing to his/her supervisor to be considered for the opening. All such requests must



be submitted during the three working days as per Section 1(A). The Company shall supply the bid forms.

- D. Employees on Leave of Absence on date of award shall be disqualified. In the event an employee has been awarded a position and subsequently goes on a leave of absence, for personal illness or injury prior to the actual date of transfer, the employee will be placed in that position upon return from leave provided such leave does not exceed thirty (30) days. The position, if filled during the employees absence, will be in accordance with Article 27, Section 7 A of the current Labor Agreement.
- E. The completed job bid form shall be submitted to the Human Resources Department. Applicants who possess qualifications as required by the job description shall be interviewed by seniority as long as they are available during the ten (10) day period and providing that such qualifications are validated in the applicant's personnel records. If a senior qualified employee is absent on the date of their scheduled interview, he/she will be rescheduled provided he/she returns during the ten (10) day period following the removal of the posting. The appropriate supervisor and Human Resources Department representative shall make the job award from among those qualified employees who submit requests in response to the job bid notice. In all cases the openings will be awarded within ten (10) work days after the posting has been taken down.

Successful bidders will be notified by the interviewing supervisor of the award and will be given the opportunity to accept or reject the award without penalty at that time. In addition, the employee will be informed of the department, supervisor, and shift of the new position.

- F. The Company shall post on the bulletin boards within two (2) work days from the date of selection a list of bidders by seniority (down to the lowest senior person selected) indicating which qualified employees were awarded the positions.
- G. The successful bidder shall begin receiving the new pay rate on the date of the award and shall be moved into the new posi-

tion no later than the second Monday following the date of the award.

In the event an employee accepts promotion under the provisions of this Article and such employee requests return to his/her former classification prior to actually working five (5) days in the new classification, such employee will be disqualified and returned to the same rate of his/her former classification. Such employees will not be eligible for promotion for a period of twelve (12) months from the date the employee signs the request to decline the award.

- H. In the event that an employee declines or is disqualified from a position, the original bid list will be used for a period of thirty (30) calendar days from the date of the original award to fill the position.

## **Section 2**

Employees may bid on any posted job.

- A. *The bids will be awarded on the basis of seniority and qualifications to perform the job. The determination as to the qualifications (skills and abilities) of such employees shall be made by the Company based on the employee's work record and information pertinent to this job opening on his/her "Request For Bid" form. It is understood that the employee must be qualified to efficiently perform, all of the duties of the job on which he/she bid within the first twenty (20) days he/she actually works on the job.*
- B. If the selected employee fails to meet the quality or production standards or otherwise fails to qualify during the twenty (20) day period, he/she shall be transferred to his/her previous classification and shift and will not be eligible for promotion for a period of six (6) months, except as provided for in Section 3(B).
- C. An employee may once in a rolling twelve month period be awarded a position in the classification that he/she holds provided that the opening is under a supervisor other than the one to whom he/she currently reports. Employees offered such positions will not be afforded the opportunity to decline the award.

- D. The Company may require written and practical tests to assist in determining an employee's qualification for the posted position. Results of such tests will be forwarded to the Union President prior to the awarding of the bid.

### **Section 3**

- A. Probationary employees may be awarded posted positions once they have successfully completed thirty (30) days of their probationary period.
- B. Employees shall be limited to one job change per six (6) month period (which begins on the effective date of the award) unless there are no other qualified bidders and provided the position is the same or higher labor grade. An employee may exercise this option once in a rolling twelve (12) month period beginning with the effective date of the award of the new position.
- C. When job vacancies occur as outlined in this Article and the posting furnishes insufficient qualified applicants, those employees who bid the job will be interviewed and shall be offered training opportunities for the position in order of their seniority provided they have the skill and ability to readily adapt to the job. Such training shall not exceed sixty (60) working days.

### **Section 4**

If any employee does not agree with the Company's determination of his/her qualifications, he/she may process a grievance in accordance with provisions of Article 33, Grievance Procedure. If an employee is awarded a posted job as provided in Article 8, Job Bidding, and if such award is grieved by any applicant for the posted job and should such grievance be upheld, the employee initially awarded the posted job shall be returned to his/her last classification and shift. If any employee does not agree with the Company's determination of his/her qualifications (the skill and ability to readily adapt) he/she may process a grievance in accordance with provisions of Article 33, Grievance Procedure. It is agreed that in no case shall there be more than two (2) grievances against the Company for any single job bid or more than one (1) grievance for each job opening for that selection decision (whichever is greater) made as outlined in this Article 8. If an original grievance is withdrawn by the grievant, a replacement grievance

ance may be submitted. If the Company cancels a job posting, the Union President will be notified in writing of the reason for the cancellation.

### **Section 5**

The Company agrees to comply with the provisions of Article 8 prior to executing Management rights to hire new employees.

The Company shall not hire new employees to fill vacancies in a classification without first giving an employee within that classification on another shift an opportunity to have his/her shift preference honored.

Employees with recall rights shall be recalled on a plant wide basis before any new employees are hired provided the employee has the qualifications to do the work based on his/her work and personnel records.

This Article 8 outlines procedures to be followed when filling vacancies, however, it shall not in any way constitute a limitation on the right of the Company to hire once this Article is complied with.

## **ARTICLE 9 - INCAPACITATED EMPLOYEES**

Employees who become partially incapacitated and who present medical proof of such incapacity, from a licensed physician will be given such work as they are able to perform in the same or lower job classification.

In the event a vacancy does not exist in the same or lower job classification, the incapacitated employee may exercise his/her seniority rights to displace a less senior employee if he/she has the ability to perform the displaced employee's job.

## **ARTICLE 10 - SPECIAL WORK**

### **Section 1**

Supervisory personnel or other persons not included in the Bargaining Unit will not be permitted to perform work customarily performed by employees covered by this Agreement, except for purposes of instruction or training, testing products or equipment

experimentation or in emergency situations (normally not more than one (1) hour). An emergency situation is defined as an unforeseen sudden occurrence that is not routine.

In the event it is determined through the grievance procedure that an individual supervisor violates this Article 10, the Company will compensate the classification affected at the maximum rate of that classification in the area where the violation occurred. For purposes of equity, compensation will be made to the most senior active employee first, the 2nd senior next and so on within the classification and area affected.

## **Section 2**

It is understood between the parties that the Company's liability for compensation as outlined in the Article 10 is restricted to the maximum of the actual time worked to a minimum of two (2) hours for any one specific grievance.

It is agreed by the Company and the Union that employees not covered by this Agreement will be restricted to carrying out duties incidental to their job responsibilities.

## **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

### **Section 1**

- A. No employee shall be discharged or disciplined without just cause.
- B. Any employee covered by this Agreement who believes that his/her discharge or suspension pending discharge or disciplinary suspension from work for a specific period of time was unjust may file a written grievance within seven (7) work days (Monday through Friday) in the 3rd step of the grievance procedure contesting the Company's action.

### **Section 2**

If a grievance is not filed by the employee contesting his/her discharge or suspension pending discharge or suspension for a definite period of time within the time limits set forth above, the action taken by the Company will be final and binding on both parties.

### **Section 3**

If an employee is called into a meeting by the Company to discuss the employee's misconduct and possible documented reprimand or other disciplinary action being taken by the Company, the Union Steward and/or Shop Committee members will be asked to be present prior to the meeting to represent the employee. The employee and the union representative shall be advised of the charges against the employee and shall be given an opportunity to discuss the matter prior to the start of the meeting.

### **Section 4**

If in the judgement of the supervisor the immediate removal of the employee from the Company's premises is necessary for the protection of others, the continuation of normal operations or the maintenance of discipline, such consultation may be revoked. In the event that such right of consultation is revoked, the supervisor shall, within the shift, if possible, notify the employee's shop steward of the actions taken against the employee and the reasons for such action. The Company will notify the local union president, in writing, no later than the workday following (Monday through Friday) of any discharge or suspension pending discharge or disciplinary action for a specific period of time.

### **Section 5**

If an employee is called into a meeting by the Company for the purpose of issuing a documented reprimand, the employee shall have the Union Steward and/or Shop Committee present prior to the time such reprimand is given. Any employee who believes his/her reprimand is unjust may file a written grievance within ten (10) working days (Monday through Friday) in the first step of the grievance procedure contesting such reprimand.

### **Section 6**

In administering discipline as a result of a current charge or offense, the Company will not take into account any prior warning or reprimand which occurred more than twelve (12) full calendar months previous. In the administration of discipline as a result of a current charge or offense, the Company will not take into account any prior disciplinary suspension from work which occurred in the twenty-four (24) calendar months previous.

## **ARTICLE 12 - HOURS OF WORK**

### **Section 1**

For the purpose of compliance with applicable laws, orders and regulations the payroll week is defined as the seven (7) consecutive calendar days commencing with the start of the third shift each Sunday.

The work day of each employee is the twenty-four (24) hours commencing with his/her regularly scheduled starting time on the work shift to which he/she is assigned.

### **Section 2**

Eight (8) consecutive hours of work (exclusive of the scheduled lunch period) at straight time hourly rates shall constitute the work day.

### **Section 3**

The weekly schedule of hours shall consist of five (5) days of eight (8) hours each Monday through Friday inclusive.

### **Section 4**

A. There will be three (3) staggered starting times with a non-paid 30 minute lunch period for normal 1st shift operations. The factory operations will be divided approximately equal between these times as follows:

7:00 A.M. TO 3:30 P.M.    MAINTENANCE  
M/C SHOP 901 & 915  
CHROME & POLISH  
FRAME SHOP  
PAINT '91  
POWDER PAINT, BLDG. 4  
PRESS, BLDG. 2  
TANK & FENDER  
RECEIVING  
AND RELATED AREAS

7:15 A.M. TO 3:45 P.M.    TOOL ROOM  
P & A  
BUILDING 45  
CONTRACTS (MILITARY MOTORCYCLE)

ELECTRICAL  
CRATING  
REPROCESS  
XL ASSEMBLY

7:30 A.M. TO 4:00 P.M. 1340 ASSEMBLY & WAREHOUSE  
WHEEL AREA  
FL ASSEMBLY

B. The second shift maintenance area, tool room, and continuous shift production operations will have a 1/2 hour overlap with 1st shift. There will be a non-paid 30 minute lunch period for normal operations.

1st	2nd
7:00 A.M. TO 3:30 P.M.	3:00 P.M. TO 11:30 P.M.
7:15 A.M. TO 3:45 P.M.	3:15 P.M. TO 11:45 P.M.
7:30 A.M. TO 4:00 P.M.	3:30 P.M. TO 12:00 A.M.

The second shift for the factory production areas will follow the same staggered start times as 1st shift. There will be a non-paid 30 minute lunch period for normal operations.

1st	2nd
7:00 A.M. TO 3:30 P.M.	3:30 P.M. TO 12:00 A.M.
7:15 A.M. TO 3:45 P.M.	3:45 P.M. TO 12:15 A.M.
7:30 A.M. TO 4:00 P.M.	4:00 P.M. TO 12:30 A.M.

C. The third shift maintenance area, tool room and continuous shift production operations will have a 1/2 hour overlap with 2nd shift and a 1/2 hour overlap with 1st shift. There will be a non-paid 30 minute lunch period for normal operations.

1st	2nd	3rd
7:00 AM TO 3:30 PM	3:00 PM TO 11:30 PM	11:00 PM TO 7:30 AM
7:15 AM TO 3:45 PM	3:15 PM TO 11:45 PM	11:15 PM TO 7:45 AM
7:30 AM TO 4:00 PM	3:30 PM TO 12:00 AM	11:30 PM TO 8:00 AM

The third shift for production operations whose primary production is run on first and third shifts will have no overlap with first shift.



1st	2nd	3rd
7:00 AM TO 3:30 PM	3:00 PM TO 11:30 PM	10:30 PM TO 7:00 AM
7:15 AM TO 3:45 PM	3:15 PM TO 11:45 PM	10:45 PM TO 7:15 AM
7:30 AM TO 4:00 PM	3:30 PM TO 12:00 AM	11:00 PM TO 7:30 AM

There will be a non-paid 30 minute lunch for normal operations.

D. All weekend/holiday/shutdown shifts, other than normal weekdays, will be as follows.

#### WEEKEND/HOLIDAY/SHUTDOWN SHIFTS

1st  
6:00 A.M. TO 2:30 P.M.

2nd  
2:30 P.M. TO 11:00 P.M.

3rd  
11:00 P.M. TO 6:00 A.M.

There will be a non-paid 30 minute lunch period for normal operations.

Third shift employees will receive eight (8) hours of pay for six and one-half (6 1/2) hours worked under Section 4, paragraph D. Should an employee work less than five (5) hours on third shift he/she will receive their regular third shift premium for each hour worked. Should an employee work five (5) hours or more he/she will receive one and one-half hour (1 1/2) premium in lieu of the shift premium.

E. It is understood that the work shifts as stated above will not be altered without mutual agreement between the parties.

If other shifts must be established without agreement by the parties, applicable overtime pay will be paid for all hours worked outside the non-agreed to shifts.

F. It is understood that while the times cited in Section 4, above,

Paragraphs A, B, C, and D are those that are presently being worked, the Company retains the right to change the shift hours when emergency conditions arise or wherever the physical nature of production or maintenance process warrants such a change. Administration of such change will be in accordance with a letter of understanding.

It is further understood that this right will not be exercised indiscriminately and the Company will give a minimum of two (2) weeks notice if it becomes necessary to change the normal working hours for the entire plant and a minimum of one (1) week notice if it becomes necessary to change the working hours for an entire department. In the event an employee's working hours must be changed, the Company will give a minimum of two (2) workdays notice.

The schedules and shift starting times will be changed on Mondays only.

#### **Section 5**

The provisions 1, 2, 3, and 4, A to D of this Article do not apply to employees in continuous service operations. Employees engaged in continuous service operations are identified and limited to those employees classified as Power Plant Operators.

The normal work week for such employees consists of seven (7) consecutive days commencing on the first day of a predetermined schedule. The normal weekly schedule of hours shall consist of five (5) days of eight (8) hours each within the above scheduled work week.

#### **Section 6**

Any employee who is called in to work before his/her regular starting time shall be given the opportunity of working out his/her regular shift.

#### **Section 7**

Each employee shall be allowed a five (5) minute wash-up period immediately before his/her scheduled lunch period and immediately before the termination of his/her shift.

## **Section 8**

This Article does not constitute a guarantee of minimum or maximum of hours of work per day or days per week.

## **ARTICLE 13 - OVERTIME**

### **Section 1**

- A. An employee shall receive time and one-half (1 1/2) his/her regular straight time hourly rate of pay for the following:
1. All work performed in excess of eight (8) hours in any one work day.
  2. All work performed in excess of forty (40) hours in any one work week (excluding daily overtime hours).
  3. All hours worked after the employee starts his/her shift which begins on a calendar Saturday.
  4. Also, any employee required to report for work before his/her normal starting time, Monday through Friday, who works his/her full shift, is sent home early by the Company due to lack of work, or has eight (8) hours of straight time pay in addition to any hours worked prior to the start of that shift.
  5. In the event such an employee experiences an industrial injury which prevents him/her from completing his/her normal shift, such employee will receive premium pay for the hours worked prior to his/her normal shift starting time.
- B. An employee shall receive double (2) time for all hours worked after the employee starts his/her shift which begins on a calendar Sunday or a holiday, except for three (3) shift operations that start their regular shift at 10:30 PM, 10:45 PM, 11:00 PM, 11:15 PM or 11:30 PM Sunday.
- C. Section 1A(3,4) and 1B shall not apply to employees on a continuous service operation. An employee on a continuous service operation shall be paid time and one-half (1 1/2) for all hours worked after the employee starts his/her shift which begins on the sixth (6th) day in his/her work week, and double

(2) time for all hours worked after the employee starts his/her shift which begins on the seventh (7th) day in his/her work week.

- D. There will be no pyramiding of overtime premiums.
- E. The Company agrees to the principle of distributing overtime by seniority within a classification, under the supervisor within 40 hours.

*Hours worked out of classification by qualified employees will be included in equalization of overtime within the employee's permanent classification under his/her supervisor.*

Employees who volunteer for non-production related activities (i.e. safety, training, natural work teams, etc.) will be allowed to work overtime out of sequence of the overtime wheel. All overtime hours worked by these volunteers will be included in the 40 hour spread.

*Employees who volunteer for these non-production activities will be selected on the basis of seniority.*

It is agreed that these activities or groups will not be used to circumvent the Union or any Article of this Labor Agreement.

The Wheel Concept of overtime distribution will be utilized.

Effective January 1, 2001, in order to qualify for Sunday double time, an employee must work Saturday overtime hours.

- F. Overtime records of employees will be maintained weekly according to a uniform system in all departments. Computer records will be made available to the shop stewards and/or employees for review with the supervisor. When an employee is offered overtime he/she will validate his/her refusal on the overtime records.

When an employee is transferred into a different work area, the employee will be credited with overtime hours equal to the highest employee in that classification in that area under the supervisor.

Employees who are not at work for any reason for overtime assignments will be credited with those overtime hours.

For the purpose of recording overtime hours, the equivalent hours will be used.

Example: 8 hours time and one-half worked/refused =  
12 hours paid = equivalent 12 hours charged.  
8 hours double time worked/refused =  
16 hours paid = equivalent 16 hours charged.

- G. The Company shall equalize the assignment of time and one-half (1 1/2) and double (2) time hours. It is agreed that employees within forty (40) overtime hours are equalized for the purpose of this Article.

The Company reserves the right to cancel overtime assignment.

In the event that overtime cancellation is necessary, the Company will advise affected employees as early as possible.

Prior notification of overtime cancellation as provided in other sections of this Article will not apply in the case of mechanical breakdowns, utility breakdowns, storm, fire or other acts of God beyond the control of the Company.

## **Section 2 - DAILY AND WEEKEND OVERTIME**

- A. In the event that there are more employees than are necessary to perform the overtime assignment, employees shall be offered the assignment per the qualification of Article 13, Section 1(E).
- B. If it is determined that after the supervisor's initial selection, there is an insufficient number of employees within the classification to perform the work, then the following procedures will be used by seniority:
1. Employees within the same classification on the shift within the Area\*.
  2. Employees within the classification plant-wide on the shift.

3. Employees within the classification on another shift within the Area\*.
4. Employees within the classification on another shift plant-wide.
5. Other qualified employees on the shift within the Area\*.
6. Employees who previously held the classification plant-wide on shift.
7. Employees, plant-wide on the shift, whose current classification qualifies them for the classification being solicited for overtime.
8. Employees who previously held the classification plant-wide on other shifts.
9. Employees plant-wide on other shifts whose current classification qualifies them for the classification being solicited for overtime.

\*Area is defined as the department(s) within the jurisdiction of a first shift Area Manager.

The above provisions are subject to the forty (40) hour spread per shift under the supervisor.

In the event that the last person solicited for overtime declines the overtime opportunity, all employees who were solicited will be charged appropriately (if the supervisor has solicited all available employees on that wheel). However, if the supervisor stops soliciting at a refusal, prior to completing the overtime wheel, there will be no charges for overtime subsequent to the last acceptance.

C. The Company will give as much advance notice of daily or weekend overtime as is practicable. Notification of tentative overtime as it applies to Saturday and Sunday will be communicated to employees no later than Thursday preceding the Saturday/Sunday or both in question and at least four (4) hours before the end of the normal shift when daily overtime is required that day or the following morning.

Holiday overtime must be solicited at least two (2) work days before the holiday or on Thursday if the holiday falls on Monday.

1. No employee will be charged for overtime refused if notification provisions as specified in Section 2(C) of this Article 13 have not been fully complied with by the company.
2. It is understood however, that the notification provisions for this weekend and daily overtime will not apply when the overtime is caused by conditions which are beyond the control of the Company.

D. When an employee is offered and accepts voluntary overtime but is then absent for any unexcused/unplanned reason the day before such overtime is to be worked, such employee will forfeit (be automatically unscheduled from) the assigned overtime. The Company may attempt to offer the overtime to another qualified employee.

The overtime hours charged will be canceled only for authorized absence.

E. With specific regard to daily and weekend overtime the Company will excuse an employee from such overtime assignment as a result of emergency or hardship. The same procedure shall apply to an employee who has been scheduled to work on any holiday listed in Article 24, Section 1.

### **Section 3 - OTHER OVERTIME**

A. In addition to voluntary overtime, the Company may not schedule any department to work more than 2 overtime days during a given calendar year.

If a holiday precedes or follows a weekend the Company will not schedule such overtime on that Saturday or Sunday. Additionally, the Company will not schedule such overtime on holidays.

An employee may only be excused from such overtime on the basis of genuine emergencies and hardships, approved by the Labor Relations Department.

- B. Scheduled overtime as it applies to Saturday, Sunday, or both will be communicated to the employees affected no later than Monday preceding the Saturday, Sunday, or both in question. It is agreed that some departments may be scheduled for Saturday and other departments placed on scheduled overtime for Sunday. It is agreed that a department scheduled for Saturday and/or Sunday overtime will be notified of cancellation for such overtime no later than the preceding Thursday.

#### **Section 4**

- A. In the event that an employee accepts an offer of overtime but is consistently absent without authorization from such work, the Company may impose a penalty commensurate with its Company Rules and Regulations.
- B. The Union recognizes that the nature of the Company's business requires overtime, and agrees that it is in the best interest of the employee and the Company that such overtime be worked.
- C. It is understood that while the Company has agreed to provisions in this Article that afford an employee the opportunity to be excused from overtime, the Union agrees it will not discourage employees from working overtime as needed by the Company.

### **ARTICLE 14 - SHIFTS**

#### **Section 1**

A shift differential of \$.70 per hour shall be paid to all second shift employees and an \$.85 per hour differential shall be paid to all third shift employees.

#### **Section 2**

Senior employees will be offered the opportunity of selecting their shift within their classification. Each such employee shall indicate in writing, to his/her supervisor, on an annual basis, of his/her preference. The shift preference can only be exercised on an annual basis in January by seniority. However, any employee whose request was not honored in January will again be reviewed in July by seniority.



In the event, however, of a transfer or promotion, the employee with the most plant seniority, within the classification involved, will have his/her shift preference honored within twenty (20) days each move.

Employees may reject their shift preference at the time they are notified of an opening in their classification on their shift of preference. When rejecting such move, the employee must complete a new Shift Preference Form indicating that their current shift is their shift of preference. Any further selection of shift preference will be in accordance with this Section 2.

This Agreement does not limit the Company's right to determine the size of the work force on each shift.

### **Section 3**

The Company may change the above practice when sufficient qualified employees in the classifications needed do not volunteer for the particular shifts to be manned.

## **ARTICLE 15 - REPORT-IN AND CALL-BACK PAY**

### **Section 1**

Any employee who reports for work at his/her proper starting time on any of his/her scheduled work days without having been notified by the Company through radio, telephone (in the presence of a Union Steward or other Union official), or other means of communication at least one (1) hour in advance of his/her regular starting time that there would be no work, shall be offered four (4) hours work, or receive four hours report-in pay at his/her normal rate of pay if no work is assigned. The Company, however, may assign and the employee must accept any assigned work. If the employee is assigned four (4) hours work and is thereafter sent home, he/she will not receive any report in pay. If the employee is assigned less than four (4) hours work, he/she will receive no less than a minimum of four (4) hours pay at his/her hourly rate.

The Company will make every attempt to notify the employees as far in advance as possible, but no later than the one (1) hour mentioned above.

## **Section 2**

In cases of labor disputes, mechanical breakdowns, utility breakdowns, storms, fire or other conditions beyond the control of the Company, the Company shall only have the obligation for report-in pay or to provide four (4) hours work under the circumstances provided in Section 1 of this article. Unless, an employee is absent on the day on which notification of no work would have been given by the Company, then the Company shall have no obligation for report-in pay nor to provide work.

## **Section 3**

Any employee called into work after the completion of his/her regular shift shall receive no less than four (4) hours pay at his/her appropriate hourly rate of four (4) hours available work (an employee must accept any available work) at his/her appropriate hourly rate.

## **Section 4**

Pay for time not worked under this Article shall not be considered as hours worked for the purpose of computing overtime pay.

# **ARTICLE 16 - WAGES**

## **Section 1**

The parties hereto recognize the principle of job evaluation and employee's rating as a basis of the Company's wage payment policy whereby wage differentials are based on relative skill, effort, performance, responsibility, etc.

## **Section 2**

The Company has delivered to the Union and the Union hereby acknowledges receipt of a list of occupations classified into their respective labor grades, and a copy thereof is attached to Appendix "A", which shall be revised during the term of this Agreement in accordance with any changes made as a result of application of Section 3 of this Article.

Job classifications are established to provide a method of compensating employees fairly, and shall not constitute a limitation on the right of the Company to assign employees to various jobs. In the event an employee is required to work downgrade temporarily, the employee shall maintain his/her present rate of pay. In the

event an employee is required to work upgrade temporarily he/she shall be paid in accordance with Article 27, Section 7.

### **Section 3**

- A. If a new production or maintenance occupation is established or if there is a substantial change in an existing occupation, or if job classifications are combined, the new, combined or changed occupation will be evaluated by the Company in accordance with its evaluation method. The wage rates for such new, combined or changed occupation will go into effect upon its evaluation by the Company.

The Company will give thirty (30) calendar days advance written notice to the Union of all such proposed new, combined or changed job evaluations.

- B. The new, combined or changed job evaluation and wage rate thereafter shall remain in effect during the term of this agreement, unless the Union files a grievance in the third (3rd) step protesting such evaluation within ten (10) work days after receiving it from the Company and the remedy sought in the grievance is awarded.

### **Section 4**

- A. If an employee is permanently transferred to a classification in a higher labor grade (promotions, reclassifications, etc.) he/she will go to the rate in the higher labor grade next above his/her present rate, but in no case above the maximum rate in the higher labor grade. An employee who held the classification before will go to the maximum step in that classification he/she held before.
- B. If an employee so transferred shall fail to meet the quality or production standards or otherwise fail to qualify (within twenty (20) days of his/her availability to actually perform the job or his/her actually performing the job), or if he/she requests return to his/her former classification within five (5) work days of being moved into the job, he/she shall be transferred back to the classification and rate from which he/she was transferred.

The determination as to the qualifications of such employees remains with the Company.

- C. If an employee is permanently transferred from a higher labor graded job to a lower labor graded job (demotion, reclassification, because of a reduction in force) he/she will maintain his/her present rate or go to the maximum of the lower labor grade, whichever is lower.

### **Section 5**

The schedule of wage rates by labor grades, attached hereto as Appendix "B" is agreed to by the Company and the Union and shall be in effect for the duration of this Agreement and for any extension thereof.

### **Section 6**

An employee who has reached the maximum rate for the labor grade into which his/her job classification falls shall not be entitled to any further reviews or increases unless at a subsequent date he/she qualified and is reclassified into a higher labor grade.

### **Section 7**

All rate changes shall be effective in accordance with Article 8, Section 1 (G) or upon his/her anniversary date in accordance with in-grade step increments in Appendix "B".

### **Section 8**

The Company will pay all employees who are eligible to receive wages on a weekly basis by check. The checks will be given to employees on Thursday. In the event Thursday is a holiday, then employees will be paid on Wednesday.

### **Section 9**

Nothing in this Agreement shall prevent the Company in its sole discretion from granting awards for ideas or suggestions submitted by employees. The Company agrees to discuss such award programs with the Union prior to implementation.

## **ARTICLE 17 - HEALTH AND WELFARE**

### **Section 1**

- A. The Company agrees to install and make effective for the duration of the Agreement or any extension thereof the following Harley-Davidson Group Insurance Programs as amended

February 2, 2001 of the plan administered by Capital Blue Cross/Blue Shield, to include coordination of benefit provisions in hospitalization, surgical and medical coverage, and a medical expense benefit provision covering doctor's home and office visits.

- (1) Basic Group Life Insurance
- (2) Basic and Major Medical Insurance
- (3) Accident and Health Insurance
- (4) Accidental Death and Dismemberment
- (5) Dental Insurance
- (6) Vision Care
- (7) Drug and/or Alcohol Treatment
- (8) Hearing Aids
- (9) Prescription Drug Card

\* Basic Life, AD & D \$40,000.

- B. The Company agrees to make available Supplementary Group Life Insurance.

## **Section 2**

The present current premium and any increase in the premium applicable to the Harley-Davidson Major Medical Expense Insurance shall be borne entirely by the Company.

## **Section 3**

Increased Non-Contributory Pension Benefit  
Past and Future Years of Service

<i>New Benefit</i>	<i>Effective Date</i>
\$47.00	1/1/2001

Employees who are actively employed and pension plan participants on January 1, 2001, will be eligible for a total minimum service benefit of \$47.00 per year of credited service for past and future years of service.

The one-year waiting period for pension eligibility has been eliminated for the non-contributory pension plan effective January 1, 2001. Participation begins the first of the month of date of hire.

The Hourly Retirement Plan will include a "pop-up feature effective January 1, 2001. If the retiree elects a joint and survivor option and the joint annuitant (for example spouse), dies before the retired employee, the benefit will increase to the straight life payment.

The Pension benefits provided by this labor contract are a contractual obligation by Harley-Davidson Motor Company and in no event will be decreased, even if the Pension Plan is amended or terminated.

#### **Section 4**

It is recognized that the Supplementary Group Life Insurance Program is completely voluntary and that the Company may make changes in this program. The current premium and any increase in the premium applicable to this program shall be borne entirely by the employee.

Premium changes, if any, will be made at any time, but only once in each calendar year, although it is expected that premium changes will normally occur as of February 2 of each calendar year.

Changes in the amount of Basic Group Life and Supplementary Group Life Insurance will be made as of February 2 of each calendar year.

#### **Section 5**

The Company reserves the right to change its insurance carrier at any time, provided such change does not result in any decrease in scheduled benefits.

#### **Section 6**

##### **A. Layoff**

In the event of a layoff, the Company will:

- 1) continue for six (6) months, at no cost to the employee, the medical coverage the laid off employee had immediately prior to the layoff. This includes hospital, surgical, and major medical coverage and,

- 2) provide the information and application necessary to convert the Basic Group Life Insurance and Supplementary Group Life Insurance policies to individual policies and,
- 3) offer group dental and vision coverage continuation, at the employee's expense for up to eighteen (18) months after layoff.

If the period of layoff lasts for six (6) months, at the end of the sixth (6th) month, the Company will permit employees at their own expense, to continue their hospital, surgical and major medical coverage for up to an additional twelve (12) months.

#### **B. Termination of Employment**

In the event of termination of employment for any reason, the Company will:

- 1) permit employees, at their own expense, to continue their Basic Group Life Insurance and Supplementary Group Life Insurance up to a maximum of twelve (12) months after termination of employment and,
- 2) permit employees, at their own expense, to continue their medical only coverage or medical and dental and vision (package) coverage for up to eighteen (18) months after termination of employment in accordance with federal COBRA laws.

### **ARTICLE 18 - JURY DUTY**

#### **Section 1**

A permanent employee called for jury duty or subpoenaed as a witness by the Courts during the employee's normal working hours (Monday through Friday) shall be paid his/her regular straight time hourly rate including shift differential for each eight (8) hour day served during the employees normal work week, not to exceed five (5) days per week.

#### **Section 2**

Such compensation shall be payable only if the employee notifies the Company of such jury duty or subpoena call in advance.

Pay as provided above shall not be considered as days or hours worked for the purpose of computing overtime pay.

## **ARTICLE 19 - MILITARY RESERVE SERVICE**

An employee ordered to participate in annual active duty training with the National Guard or reserves, and who loses time from work as a result, shall be paid the difference between the employee's regular straight time hourly rate of pay plus shift differential and the pay he/she received while on military training up to a maximum of eighty (80) hours in any one calendar year.

## **ARTICLE 20 - FUNERAL LEAVE**

### **Section 1**

A permanent employee will be paid three (3) consecutive days pay at his/her regular straight time hourly rate not to exceed a total of twenty-four (24) hours as a result of death in his/her immediate family. Such days must be taken within five (5) work days of death, including the date of the funeral. The immediate family is defined as spouse, child or step-child, parent or step-parent, brother or sister, mother-in-law, father-in-law of the employee, grandchild, grandparents, and great-grandparents.

Shift differential will be paid where applicable.

### **Section 2**

A permanent employee will be paid eight (8) hours pay at his/her regular straight time hourly rate as a result of attending the funeral of step-brother, step-sister, brother-in-law, and sister-in-law of the employee and spouse, and grandparents of spouse, upon proof of the need.

Shift differential will be paid where applicable.

### **Section 3**

Pay as provided in the two preceding paragraphs shall not be considered as a day or hours worked for the purposes of computing overtime pay.

## **ARTICLE 21 - SICK LEAVE**

### **Section 1**

A. An employee covered by this Agreement shall be allowed a total of three (3) days or twenty-four (24) hours sick leave due to a personal illness in a year, after one year of service.



- B. For the employee with less than one (1) year of service as of February 2, 1967, his/her anniversary date will determine his/her date of eligibility. For the employee with more than one (1) year of service as of February 2, 1967, February 2nd will be his/her date of eligibility.

## **Section 2**

Sick leave shall be paid at the employee's base rate. An employee shall not be entitled to more sick leave hours per day than regular scheduled hours of work, and, in no event, to exceed eight (8) hours. All sick days are to be taken in eight (8) hour increments; however, should an employee become sick at work within the first four (4) hours of his/her normal shift and is released from work by the employee's supervisor, the employee may use sick leave in four (4) hour increments only.

Sick leave allowance shall be paid only when the employee notified the designated representative of the Industrial Relations Department of his/her first day for which sick leave is claimed. The Industrial Relations Department can require proof of illness.

## **Section 3**

Unused sick leave may be carried over from year to year and accumulated to a maximum of eighteen (18) days. However, at the employee's option, an employee will be allowed to take pay in lieu of all or any part of sick leave time not used by applying on a form provided by November 1 of each year. Payment will be made by December 1. Unused sick leave will be paid in the event of an employee's layoff or termination for any reason except for discharge for just cause or quitting without proper notice.

Employees may, at their option, in the event of extended illness, use all or any portion of their accumulated sick days (above the three (3) days that must be taken in the event of illness) in lieu of receiving Accident and Sickness Benefits. In the event this option is exercised, A & S Benefits will become effective immediately upon cessation of the accumulated sick days.

## **Section 4**

In the event of recall from layoff, an employee will be credited with all his/her accrued sick time.

## **Section 5**

Employees shall be permitted to retire on full pay until such time as he/she has received his/her accumulated sick leave (maximum 18 days) or, at the employee's option, the Company shall buy back the accumulated sick leave (maximum 18 days) at the time of the employee's retirement at his/her current rate of pay.

## **Section 6**

The paid sick leave days as provided for in this Article 21 shall not be used for the purpose of any disciplinary action against any employee.

## **ARTICLE 22 - PERSONAL ALLOWANCE**

### **Section 1**

An employee covered by this Agreement shall be allowed one (1) day or eight (8) hours paid absence for personal reason, after one (1) year of service during his/her current period of employment.

- A. For employees with less than one (1) year of service as of February 2, 1973, their anniversary dates will determine their eligibility. Employees with more than one (1) year of service as of February 2, 1973, February 2nd shall be his/her date of eligibility.
- B. Personal allowance time off shall be paid at the employee's base rate plus shift differential if any. Time off shall be granted in one (1) increment of eight (8) hours or increments of two (2), four (4), and six (6) hours only.
- C. An employee will be paid only when he/she has requested and obtained approval from his/her supervisor or area manager.

When considering an employee's request for personal leave, the employee's supervisor or area manager will render a decision promptly and honor that decision.

- D. One (1) Personal Allowance day will be granted as provided in Section 1(A) and is not cumulative from year to year. Any employee shall be paid for all remaining personal time at the completion of that year.

Active employees will be allowed to take pay in lieu for all or any part of (incrementally as described in Section 1(B) above) Personal Allowance time not used by applying on a form provided by November 1st of each year. Payment will be made by December 1st. Unused Personal Allowance will be paid in the event of an employee's layoff or termination for any reason except discharge for just cause or quitting without proper notice.

- E. Hours taken under this provision will not count as hours worked toward overtime. Nor shall the allowance time paid and hours worked exceed eight (8) hours in any one day.

### **ARTICLE 23 - MEDICAL ATTENTION**

An employee injured in the performance of his/her job and who is sent to a doctor or home by the Company shall receive for the day on which injury occurred the difference between his/her hourly rate for the hours worked and the pay he/she would have received had the injury not occurred, but in no event will this pay exceed a total of eight (8) hours pay at his/her hourly rate or the total of his/her scheduled hours whichever is less.

### **ARTICLE 24 - HOLIDAYS**

#### **Section 1**

All employees with thirty-one (31) days seniority on the active payroll and not scheduled to work, will receive eight (8) hours at their regular straight time hourly rate for each of the following holidays that fall within their regular scheduled work week.

#### **2001 Holidays**

New Years Day	Monday, January 1
Good Friday	Friday, April 13
Memorial Day	Monday, May 28
Independence Day	Wednesday, July 4
Labor Day	Monday, September 3
Veterans Day	Monday, November 12
Thanksgiving Day	Thursday, November 22
Friday Following Thanksgiving	Friday, November 23

**Buck Day	Monday, November 26
Christmas/New Years	Monday, December 24
	Tuesday, December 25
	Wednesday, December 26
	*
	Friday, December 28
	Monday, December 31

\*Thursday, December 27, 2001 will be considered a non-paid day in which an employee may choose to use vacation or personal allowance.

### 2002 Holidays

New Years Day	Tuesday, January 1
Good Friday	Friday, March 29
Memorial Day	Monday, May 27
Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Veterans Day	Monday, November 11
Thanksgiving Day	Thursday, November 28
Friday Following Thanksgiving	Friday, November 29
**Buck Day	Monday, December 2
Christmas/New Years	Tuesday, December 24
	Wednesday, December 25
	Thursday, December 26
	*
	Monday, December 30
	Tuesday, December 31

\*Friday, December 27, 2002 will be considered a non-paid day in which an employee may choose to use vacation or personal allowance.

### 2003 Holidays

New Years Day	Wednesday, January 1
Good Friday	Friday, April 18
Memorial Day	Monday, May 26
Independence Day	Friday, July 4
Labor Day	Monday, September 1
Veterans Day	Tuesday, November 11
Thanksgiving Day	Thursday, November 27
Friday Following Thanksgiving	Friday, November 28

**\*\*Buck Day**  
**Christmas/New Years**

Monday, December 1  
Wednesday, December 24  
Thursday, December 25  
Friday, December 26

Tuesday, December 30  
Wednesday, December 31

\*Monday, December 29, 2003 will be considered a non-paid day in which an employee may choose to use vacation or personal allowance.

### **2004 Holidays**

**New Years Day**

Thursday, January 1

**Good Friday**

Friday, April 9

**Memorial Day**

Monday, May 31

**Independence Day**

Monday, July 5

**Labor Day**

Monday, September 6

**Veterans Day**

Thursday, November 11

**Thanksgiving Day**

Thursday, November 25

**Friday Following Thanksgiving**

Friday, November 26

**\*\*Buck Day**

Monday, November 29

**Christmas/New Years**

Thursday, December 23

Friday, December 24

Monday, December 27

\*

Thursday, December 30

Friday, December 31

\*Tuesday, December 28 and Wednesday, December 29, 2004 will be considered non-paid days in which an employee may choose to use vacation or personal allowance.

### **2005 Holidays**

**New Years Day**

Monday, January 3, 2005

**Good Friday**

Friday, March 25

**Memorial Day**

Monday, May 30

**Independence Day**

Monday, July 4

**Labor Day**

Monday, September 5

**Veterans Day**

Friday, November 11

**Thanksgiving Day**

Thursday, November 24

Friday Following Thanksgiving  
\*\*Buck Day  
Christmas/New Years

Friday, November 25  
Monday, November 28  
Friday, December 23  
Monday, December 26  
Tuesday, December 27  
\*  
Thursday, December 29  
Friday, December 30

\*Wednesday, December 28, 2005 will be considered a non-paid day in which an employee may choose to use vacation or personal allowance.

### 2006 Holidays

New Years Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday Following Thanksgiving  
\*\*Buck Day  
Christmas/New Years

Monday, January 2, 2006  
Friday, April 14  
Monday, May 29  
Tuesday, July 4  
Monday, September 4  
Friday, November 10  
Thursday, November 23  
Friday, November 24  
Monday, November 27  
Friday, December 22  
Monday, December 25  
Tuesday, December 26  
\*  
Thursday, December 28  
Friday, December 29

\*Wednesday, December 27, 2006 will be considered a non-paid day in which an employee may choose to use vacation or personal allowance.

### 2007 Holidays

New Years Day

Monday, January 1, 2007

\*\*This date is subject to change provided the First Day of Buck Season is changed by the Pennsylvania Game Commission.

To be eligible for holiday pay as described above, an employee must have worked his/her last scheduled work day preceding the holiday and his/her first scheduled work day following the holiday.

In the event of circumstances beyond his/her control such as: personal illness or injury, death in the family, (see Section 1, Article 20, Funeral Leave) serious illness to a member of the immediate family, or other urgent circumstances beyond his/her control, which, in the judgement of the Company, prevents the employee from being at work his/her last scheduled work day before or after the holiday, the holiday will be paid providing the employee presents satisfactory proof of such circumstances to the Industrial Relations Department, and such proof is in the possession of the Company within seven (7) work days of the holiday. The foregoing will be effective provided the employee, when scheduled, works at least part of the work week prior to or during the week in which the holiday falls.

## **Section 2**

It is understood that any employee who has agreed to work on any of the above named holidays must report to work as agreed or forfeit holiday pay. An employee shall receive double (2) his/her regular straight time hourly rate of pay for all hours worked after the employee starts his/her shift which begins on the holiday in addition to eight (8) hours holiday pay at the employee's regular straight time hourly rate of pay.

## **Section 3**

Holiday pay as provided in Section 1 above shall not be considered as days or hours worked for the purpose of computing overtime pay.

## **Section 4**

- A. When Christmas Eve and New Year's Eve fall on a calendar Saturday or Sunday, they shall be observed the preceding Friday.
- B. When Christmas Eve and New Year's Eve fall on a calendar Friday, they shall be observed the preceding Thursday.

## **Section 5**

The Company will give tentative notice of holiday schedules by posting such schedules on plant bulletin boards five (5) working days prior to the holiday listed in Article 24, Section 1.

## **ARTICLE 25 - VACATIONS**

### **Section 1**

Vacation time off with pay shall be granted to all employees on the active payroll in accordance with the following schedules:

For employment in the year immediately prior to employee's anniversary date.

- A. Less than two (2) years seniority - 1/2 day for each full month of employment to a total of five (5) days.
- B. Two (2) years but less than seven (7) years - 1 day for each full month of employment to a total of ten (10) days.
- C. Seven (7) years and over of seniority - 1 1/2 days for each full month of employment to a total of 15 days.
- D. Twelve (12) years and over of seniority - 2 days for each full month of employment to a total of 20 days.
- E. Twenty-one (21) years of seniority - 21 days vacation.  
Twenty-two (22) years of seniority - 22 days vacation.  
Twenty-three (23) years of seniority - 23 days vacation.  
Twenty-four (24) years of seniority - 24 days vacation.
- F. Twenty-five (25) years and over of seniority - 2 1/2 days for each full month of employment to a total of 25 days.
- G. Thirty (30) years and over of seniority - 3 days for each full month of employment to a total of 30 days.

### **Section 2**

The amount of vacation pay shall be eight (8) hours pay at the regular straight time hourly rate of pay for each day of earned vacation plus shift differential, if any.

Whenever a holiday occurs during an employee's vacation period, he/she shall receive one (1) extra day of paid vacation.

### **Section 3**

- A. The Company in scheduling employee's vacation will insofar as scheduling requirements permit, give senior employees their preference.



- B. The rate of vacation pay will be computed based upon the employee's current straight time hourly rate, including shift premium, if any at the time the vacation is taken. Advance vacation request pay will be paid during the normal pay period preceding the date the employee takes such vacation.

#### **Section 4**

The Company reserves the right to close the plant for a general vacation period not exceeding five (5) days. This plant shutdown will be the week of July 4th and will be of a duration of either 4 or 5 vacation days, which may include either the Friday prior or the Monday after the July 4th week. The Company will announce its intention of this closing no later than February 15th of each year covered by this Agreement. The Company shall determine the date or dates of all vacations and may require employees to take their vacations during the vacation plant shutdown or at other times during the vacation year.

All vacation in excess of five (5) days may be converted to pay in lieu of time-off by requesting such payment on a form provided by the Company. Such requests will be limited to two (2) in any vacation year. Minimum days per request will be five (5) days, or if less than five (5) vacation days remain they must be requested at one time. Payment will be made within three (3) weeks of the request.

#### **Section 5**

All employees qualifying for a vacation must take the vacation time off (except as noted in Section 4 above). Vacation pay will be forfeited by the employee unless he/she takes his/her vacation in the vacation year in which his/her vacation is due. It is agreed that if production requirements necessitate any employee's working during vacation plant shutdown, he/she shall take vacation time off at some other agreed time.

It is further agreed if conditions beyond the employee's control limited to medically documented conditions as they affect the employee only, prohibiting the employee from taking such vacation during the vacation year, such employee shall take his/her vacation at some other agreed upon time.

An employee may be permitted to take vacation days in four (4) hour increments for those vacation days in excess of scheduled mandatory and shutdown days. Vacation shall be granted on a seniority basis providing the employee requests the vacation at least two (2) weeks in advance. If the request is made less than two (2) weeks in advance vacation will be granted on a first come, first served basis. It is understood that such employee may be required to take five (5) days of vacation during the general vacation period. Senior employees will be given their preference providing efficient departmental operations permit.

### **Section 6**

- A. Any employee with one (1) year or more of continuous service who is either laid off for lack of work, is inducted or enlists in the Military Service, or who retires prior to his/her anniversary date, shall receive all vacation credits due as of the date of lay-off, induction, enlistment, or retirement. In the event an employee dies, all his/her accrued vacation days will be considered earned vacation days and will be paid.
- B. If an employee as above described is recalled and /or returns to work prior to his/her anniversary date, he/she shall receive pro-rated vacation from the date of recall to such anniversary date.
- C. An employee with one (1) year or more of continuous service who submits his/her resignation to the Company, in writing at least two (2) weeks in advance, shall receive all vacation credits due when the resignation becomes effective.
- D. An employee with less than one (1) year of service who quits, is laid off, or inducted into the Military Service after his/her anniversary date of any year and all discharged employees (regardless of their length of service) will receive all vacation credits due as of his/her anniversary date.
- E. Any employee on leave of absence as provided in Article 28 and when no vacation credits are to be received, shall upon returning to work receive vacation credits and pay pro-rated for each month of employment during that vacation year.

## **ARTICLE 26 - PROBATIONARY EMPLOYEES**

All new employees and rehired employees shall be regarded as probationary for the first sixty (60) calendar days of employment. (Time spent on leave of absence shall not be counted in computing the sixty (60) calendar days of employment.) All such employees may be terminated with or without cause and without recourse to the grievance procedure during their probationary periods. Such employees, if continued in the employ of the Company after the expiration of the probationary period, shall have their seniority computed from the date of their last hiring.

## **ARTICLE 27 - SENIORITY**

### **Section 1**

Seniority is defined as the employee's length of service and is determined by the date assigned as the employee's last hiring date. In the event of a tie in seniority, the employee's last name at date of hire, alphabetically, will be used to determine seniority with the letter "A" having the higher seniority.

- A. *In the event of a layoff, the Union President, Vice President and Chief Steward shall, for the exclusive purpose of layoff, be considered as having top seniority in their respective job classification. Thereafter they shall have the right to exercise their seniority in accordance with Article 27, Section 1(A). The Union President, Vice President, and/or Chief Steward shall resume their actual seniority standing within the bargaining unit upon their termination from office.*

### **Section 2**

An employee shall lose his/her seniority for the following reasons only:

- A. Retirement.
- B. Resignation.
- C. Discharge for just cause.
- D. Layoff in excess of a period of time equal to one-half (1/2) the employee's seniority or six (6) months, whichever is greater.

Any employee rehired within twelve (12) months, after the loss of seniority as indicated in this Section 2(D), will be credited with all past service.

- E. Failure to report to work after a layoff within five (5) work days after being notified by registered mail or telegram to report to work. Such notification of recall will be sent to the employee's last known address that is on file with the Company. Each employee is responsible for notifying the Company of any change of address and telephone number.

If due to circumstances beyond the employee's control, he/she does not receive notification or cannot return to work in a timely fashion, an extension of time will be granted beyond the five (5) days.

- F. Absence from work for three (3) consecutive work days without authorization by the Company.
- G. Engaging in gainful employment during a leave of absence.
- H. Failure to return to work the second day after the expiration of a leave of absence.

In the event of circumstances beyond the control of the employee, the Company will give consideration to an additional extension of time.

Employees transferred out of the bargaining unit shall lose all bargaining unit seniority.

### **Section 3**

When there is a permanent reduction in force within a classification, the following procedure will be used.

- A. Employees who are to be laid off will be given advance notice by the Company five (5) work days immediately preceding the date the layoff becomes effective. The Union Committee will be notified one (1) work day prior to notification to the employee.

- B. Probationary employees within an affected classification will be terminated.
- C. If there are no probationary employees, the employee having the least seniority shall be given a notice of excess in the classification affected.
- D. This employee shall then displace an employee in the same or lower graded classification in accordance with the following:
  - 1. The employee with the least seniority in the classification will be selected to be laid off. All employees will have the opportunity to bump into the same or lower labor grade job when he/she has seniority and qualifications as documented in Company records. Such qualifications shall be reviewed by the Company. If the displacing employee cannot perform the job within ten (10) work days, that person will then be displaced in accordance with Article 27, Section 3(D)-2. If a dispute arises as to the qualification of the displacing employee, he/she shall be given a ten (10) day period to prove his/her qualification.
  - 2. The displacing employee shall have more seniority than the least senior employee in labor grades four (4) and below.

#### **Section 4**

It is agreed, because of special training or skill, it may be necessary to retain some employees regardless of seniority, for a reasonable period of time to train a senior employee. After completion of training, the least senior employee will be displaced according to this Article.

#### **Section 5**

- A. If an employee has held one (1) or more job classifications in accordance with Section 3(D) of this Article 27 and lack of seniority prevents him from displacing another employee in those job classifications, then he/she shall be placed on the recall roster for those job classifications.
- B. Employees shall be recalled in the inverse order of their layoff from the classification.

- C. All Labor Grade 4 and below classification will be offered to laid off employees in line with their seniority provided they are capable of performing the work available and have held equal to or higher classifications.

### **Section 6**

No employee shall have in excess of forty-eight (48) hours of temporary layoff in any one calendar year.

In the event of a temporary layoff (a layoff of a definite duration not to exceed five (5) normal working days Monday through Friday), the Company shall have the right to layoff employees as their work is completed without regard to seniority. In such cases the Company will re-assign such employees to other work if available.

- A. In the event that non-standard work (defined as work other than the employee's routine or normal standard work) must be performed during a temporary layoff, such work will be performed by employees from the work area or quadrant that normally performs this work under normal operating conditions. The Company agrees to undertake the cross-training of employees within their classification, work area or quadrant to that extent necessary, for the purpose of sharing available work during temporary layoff situations. Such cross-training will be implemented only in work areas with a significant problem in the area of temporary layoff.
- B. Employees performing non-standard work during a temporary layoff will be provided an opportunity to share in the available work in their classification by work area or quadrant. It is agreed that employees within thirty-two (32) hours of each other regarding temporary layoff hours within their work area or quadrant are equal for the purpose of this Article.
- C. Temporary layoff records of individual employees will be maintained by work area or quadrant and such records (computer run) will be furnished to the Union President and Secretary/Treasurer whenever a temporary layoff occurs.

- D. Temporary layoffs for the purpose of record keeping will be charged as follows:
1. Any employee refusing work during temporary layoff will be charged for the time he/she could have worked.
  2. Any employee who is absent for any reason (including but not limited to being on leave of absence, vacation, personal day off, sickness, etc.) on the day when a temporary layoff occurs will be charged for the hours he/she could have worked had he/she not been absent.
- E. It is agreed that employees with unused (remaining) vacation time or personal time, may exercise their right to use such remaining time during a temporary layoff providing such time is taken in increments of four (4) hours or eight (8) hours for those days on which the temporary layoff occurs.
- F. In the event of temporary layoffs as defined in this Article, probationary employees in the affected cost center will not be allowed to work unless the number of regular employees required to work in the affected cost center is insufficient to perform the work needed.
- G. Employees temporarily assigned to another work area or quadrant within their cost center, or employees on loan from another cost center, at the time a temporary layoff occurs will be returned to their regular work area or quadrant. Such employees will be subject to temporary layoff from their regular work area or quadrant as previously outlined in this Article.

It is agreed that work areas, quadrants or cost centers affected by temporary layoffs on a continuing basis as previously outlined in this Article will not be changed for the duration of this Agreement without advance notification to the Union President. It is understood that the Company will not establish cost centers, work areas or quadrants for the purpose of circumventing the intent of Section 6 of this Article.

## **Section 7**

- A. The Company may make temporary transfers at its discretion

not to exceed thirty (30) work days, by seniority, on a voluntary basis, provided that the employee so transferred suffers no reduction in wages if the temporary transfer is made to a lower labor graded job. In the unlikely event that there are no volunteers to fulfill the need, the Company will temporarily transfer the least senior, but qualified employee to the position.

- B. If an employee is temporarily transferred to a higher labor graded job than his/her own, he/she will be paid the rate in the higher labor grade next above his/her present rate. In no case will the employee be paid above the maximum of the higher labor graded job. This higher rate of pay will be discontinued when the employee is returned to the job he/she held prior to the temporary transfer.
- C. Employees who have bumped to lower classified jobs during periods of layoff and who are temporarily transferred back to the classification they held immediately prior to such layoff, will be paid at the rate they held in the higher classification. This higher rate of pay will be discontinued when the employee is returned to the job he/she held prior to the temporary transfer.
- D. Temporary transfers under this section cannot result in permanent transfers unless the provisions of the job bid procedure (Article 8 of this Agreement) have been met.

The Company shall furnish the Union with a copy of all temporary transfer upgrades.

- E. When a total of 1000 temporary transfer hours to a higher classification has accumulated in a calendar year, the job will be posted and promotion made according to Article 8 of this Agreement.

## **ARTICLE 28 - LEAVES OF ABSENCES**

### **Section 1**

Time off without pay shall be granted at the Company's discretion for legitimate reasons (sickness attested to by a licensed physician's certificate, injury or other personal matters beyond the employee's control) for two (2) weeks or less and is not considered a leave of absence. During an absence, as provided in this



Section, an employee shall receive vacation credits, but no holiday credits. If the absence extends beyond two (2) weeks then the employee must request a leave of absence as provided in Section 2, 3 and 5(B) of this Article. Such a request will not be unreasonably denied.

## **Section 2**

Leaves of absence without pay (except as provided in Section 4) for personal reasons not to exceed thirty (30) days may be granted by the Company at its discretion for legitimate reasons provided the requirements of the plant permit. Any employee on such leave of absence shall not be considered on the active payroll and shall not receive holiday or vacation credits during such leave. Such a request will not be unreasonably denied.

## **Section 3**

- A. In the event of illness or accident, any employee with seniority status will be given a leave of absence without pay after medical evidence satisfactory to the Company is submitted. Sick and accident leave should be requested in advance, if possible. If advance request is not possible, then a leave must be requested within ten (10) working days after absence starts. Sick and accident leaves shall not exceed the length of time the employee worked for the Company and in no event shall such leave exceed twenty-four (24) months.
- B. The Company shall have the right to require an employee to take a physical examination to verify the need for sick leave (or provide a certificate from a licensed physician), also upon return from sick or accident leave to determine fitness to return to work, or justification for the absence, and the failure of an employee to submit to such examination shall be considered a voluntary quit. Such examination to be performed by a licensed physician.
- C. An employee on sick or accident leave shall not be considered on the active payroll and shall not receive vacation or holiday credits. If such leave of absence is due to an occupational injury such employee shall receive vacation but not holiday credit.

- D. The Company shall send a registered letter to the employee's last known address as shown on Company records reminding him of the fact that his/her seniority is subject to being broken if he/she fails to return to work upon expiration of his/her leave of absence. This letter will be sent no later than ten (10) days prior to such automatic expiration. Should the employee apply for a Leave of Absence without allowing sufficient time for the Company to provide the ten (10) day notification, the employee will be notified in writing of the expiration of the leave at the time that it is granted.

#### **Section 4**

An employee who becomes pregnant will be permitted to continue work as long as she is physically capable. She may then request a leave of absence in accordance with Section 3 of this Article.

#### **Section 5**

- A. Employees (up to a total of seven (7) at any one time) who are required to attend a union convention or other official union function on behalf of the Local Union, necessitating absence from the plant shall, upon providing notification to the Industrial Relations Department as soon as practicable, but in no event less than 5 days prior to the event, be granted time off without pay by the Company for a period of time not to exceed two (2) weeks. During an absence under this Section, an employee shall receive vacation credit and holiday credit.
- B. Employees accepting full time positions as Union representatives shall be given an automatic leave of absence without pay for the term of their office, or any renewal thereof. Such employees shall have the privilege of returning to their former position providing a vacancy exists and seniority permits. He/she shall receive all previously accrued seniority. Such individuals shall not be considered employees of the Company.

#### **Section 6**

Seniority shall accumulate during all leaves of absences as defined above except in Section 5(B).

#### **Section 7**

Employees on leave of absence, upon resumption of their reg-

ular employment, shall be returned to their former position at a rate of pay they would have received had they not been on leave of absence. In the event that the former job has since been abolished, they shall be entitled to exercise their rights under Article 27 of the Labor Agreement and shall be paid the applicable rate of pay with all applicable general increases they would have been entitled to if they had actually been working.

## **ARTICLE 29 - MILITARY SERVICE**

### **Section 1**

Any employee who has been in the employ of the Company and is drafted into or voluntarily enters the Armed Forces of the Government, shall be granted a leave of absence with full retention of seniority rights during such absence. The Company agrees that such an employee shall be offered re-employment in his/her previous position or an equivalent position, if work is available and his/her physical condition permits him/her to qualify for the work, at the current rate of pay for such work, providing he/she shall return to work within ninety (90) days after honorable discharge from the Armed Forces.

### **Section 2**

The Selective Service Law in effect at the time an employee applies for reinstatement with the Company shall determine an employee's seniority and other rights.

## **ARTICLE 30 - APPRENTICES**

The Apprenticeship Agreement dated July 26, 1993 is a matter of record under separate cover. It is agreed, that should modifications or changes to the existing program become necessary, both parties will collectively review and make any adjustments deemed necessary by the parties.

## **ARTICLE 31 - SAFETY**

### **Section 1**

It is the basic objective of both parties to this Agreement that employees and Company maintain safe working conditions. Toward that end the Company agrees to make available necessary safety equipment to protect employees against hazards, pro-

vide adequate training to promote safe working conditions, determine that safety programs are carried out, make other reasonable provisions for the safety and health of employees including maintaining locker accommodations.

## **Section 2**

The Union and the employees agree that they will cooperate in promoting safety programs and will comply with all safety rules and regulations and use all safety equipment as required by the Company.

- A. There shall be a Union Safety Committee of three (3) members appointed by the Union President. This committee shall meet on a weekly basis with the Safety Manager and the Full-time Safety Representatives from the Union.

Minutes of these meetings related to plant tours and other safety matters will be taken and promptly distributed to members of the Union Safety Committee.

All time spent by the Safety Committee on tours, meetings, or emergency calls with the Safety Manager, shall be paid by the Company.

- B. In addition to A above, there shall be full time Union safety positions in accordance with Exhibit #12.

## **Section 3**

The Safety Manager shall notify a member of the Union Safety Committee immediately following any serious accident.

The Company shall notify the Union President, in writing, of all lost time accidents within eight (8) hours of the determination of the accident.

## **Section 4**

No employee will be required to perform work that involves an obvious danger to his/her safety once a complaint has been presented by the employee to his/her immediate supervisor.

The employee's supervisor will be required to immediately render a decision regarding the employee's safety complaint.

In the event that the matter cannot be resolved between the employee and his/her supervisor, the Division's Safety Manager and Full-time Union Safety Representative or their designated representative(s) will be required to make a final determination regarding the issue. A member of the Union Safety Committee will be present when this determination is made.

The Division Safety Manager and Full-time Union Safety Representative have the authority to discontinue any operation he/she considers to be unsafe.

## **ARTICLE 32 - UNION REPRESENTATION**

### **Section 1**

The Union shall select from among its members one steward for every seventy-five (75) employees, or a fraction thereof, in the bargaining unit. The Union will have one (1) Chief Shop Steward, who will be in addition to those mentioned above.

### **Section 2**

The Union will furnish to the Company a list, signed by the Union President, of all Union officers, committee persons, and stewards. Whenever there is a change of officers, committee persons, or stewards, the Union will give written notice (signed by the Union President) of any such change.

### **Section 3**

It is understood that all Union officers and stewards are full time employees and the time spent by the above in processing grievances shall not exceed the time reasonably necessary for such purpose.

### **Section 4**

A shop steward or Grievance Committee member shall upon notification to his/her supervisor be released for the purpose of processing and investigating grievances in the various steps, and on problems that may occur during the enforcement of the Labor Agreement and/or past practices. Shop stewards and Committee members will be paid for time spent performing their duties on straight time only.

## **Section 5**

Officers of the Union, (President, Vice-president, and Chief Shop Steward), shall be assigned to the first shift except in the event of layoff. Stewards selected on a particular shift will be permitted to remain on that shift, except in event of layoff.

## **Section 6**

A representative of District Lodge No. 98 of the International Association of Machinists and Aerospace Workers shall have access to the plant and office during working hours for the purpose of investigating alleged grievances, participating in third step grievance meetings, and other legitimate reasons.

## **Section 7**

Whenever the Company conducts a meeting with any group of Bargaining Unit employees, a Union representative will be invited to attend.

# **ARTICLE 33 - GRIEVANCE PROCEDURE**

## **Section 1**

A grievance is a protest by the employee or the Union against the Company because of an alleged violation of a specific provision of this Agreement.

## **Section 2**

The failure to follow the procedures and steps outlined or the failure to follow the time limits within which certain acts may be done or the expiration of any such time limits shall be an absolute bar to further processing of grievances or the arbitration thereof.

All periods (days) referred to herein shall be work days (Monday through Friday excluding holidays) unless otherwise specified. Waivers of any such procedures and time limits must be in writing and signed by the parties. If the Company fails to abide by the time limits herein, the Union shall have the right to process the grievance to the next step of the procedure as if the Company had complied with the time limits.

## **Section 3**

Step 1: An employee having a grievance may take it up with his/her immediate supervisor either with his/her steward, or

at the request of the aggrieved employee, by the steward alone. The employee's request for a steward will be granted within approximately one (1) hour. Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion. If the matter is not disposed of in the discussion with the immediate supervisor, the grievance shall be reduced to writing within ten (10) days of the violation, and shall:

- (a) set forth a statement of facts that the employee is relying on,
- (b) where possible state the section or sections of the contract violated,
- (c) shall be signed by the employee,
- (d) state the relief requested,
- (e) be presented in triplicate to the aggrieved employees' immediate supervisor.

The immediate supervisor will:

- (a) indicate the time and date he/she received the grievance on all copies, he/she will immediately return one (1) copy to the steward,
- (b) he/she will return the remaining copies (2) to the steward, with his/her written answer within two (2) days,
- (c) the answer shall be signed and shall indicate the date and time it was returned.

Step 2: Failure by the supervisor to respond within the specified time limits, shall authorize the steward to process the grievance to the next step with his/her signed copy. If the grievance is answered within the time limits and if the Union desired to process the grievance further, it shall be presented in duplicate and taken up by the Chief Shop Steward with the next level of supervision within three (3) days after the steward received the immediate supervisors' written answer.

The next level of supervision will:

- (a) write the date and time of receipt of the second step on the single copy (1) and make a copy for his/her record and,
- (b) return the original signed copy to the Chief Shop Steward.

If the duplicate copies of the grievance have been submitted then the next level of supervision will:

- (a) write the date and time of receipt of the second step on all copies and return one to the Chief Shop Steward,
- (b) he/she shall give his/her written, signed and dated answer to the Chief Shop Steward within three (3) days after receipt of the single or duplicate grievance moved to the second step.

**Step 3:** If the Union desires to process the grievance further, it shall be:

- (a) signed by the Union President,
- (b) presented in writing in duplicate to the Industrial Relations Department within four (4) days after receipt of the next level of supervision's answer, and
- (c) state the section or sections of the contract violated.

The Industrial Relations Department will write or stamp date and time of receipt of the third step grievance on both copies and return one copy to the Union President.

A grievance meeting shall be scheduled by the Company within ten (10) days after receipt of the grievance. This time limit may be extended by Agreement between the District Lodge No. 98 representative and the Industrial Relations manager. This grievance meeting will be attended by three (3) members of the Grievance Committee. For any grievance involving a suspension or a discharge, either party to this Agreement will be permitted to call one (1) employee, per grievance, as a witness.

In addition, the Business Agent for District Lodge No. 98 may also attend this meeting. General grievances, where no specific employee covered by this Agreement is in-



involved, shall be processed beginning with Step 3 of the Grievance Procedure.

Discharge and general grievances must be filed in writing within seven (7) days of the violation and shall be reduced to writing in duplicate and shall:

- (a) set forth a statement of facts that the Union is relying on,
- (b) shall state the section or sections of the contract violated,
- (c) the relief requested,
- (d) and be signed by the President of the Union.

The Company shall give a written answer to all Step 3 grievances within six (6) days from the date the grievance was fully discussed in the Step 3 meeting.

It is neither the desire nor the intent of the Company to unnecessarily delay proper Union representation as provided for in this Section 3 to any employee covered by this Agreement.

#### **Section 4**

Nothing contained herein, shall prevent an employee from exercising his/her rights under Section 9(A) of the Labor Management Relation Act of 1947 except that no individual will have the right to invoke the arbitration provision.

Any individual employee or group of employees, shall have the right at any time, to present grievances to the Company and to have such grievances adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of the contract and providing the Chief Shop Steward has been given the opportunity to be present at such adjustment.

#### **Section 5**

If the Union desires to arbitrate the grievance after having been fully processed according to the provisions of this contract, it shall be submitted to arbitration as follows:

- A. The parties agree that within one (1) week following the next

regular scheduled meeting of Local 175, the Union will make known, in writing, their intention towards arbitration relative to the Company's third step answer.

- B. The parties will attempt to agree upon an arbitrator, but upon failure to agree within twenty (20) calendar days after receipt of notice in Section 5(A), the Union will request the American Arbitration Association to submit an arbitration panel to the parties. The arbitration proceedings shall be in accordance with the rules and procedures of the American Arbitration Association with the following exception: if the parties are unable to agree to the selection of an arbitrator from the arbitration panel submitted to them, the American Arbitration Association shall submit (2) additional panels to the parties. If, after the third such panel, the parties are unable to agree on the selection of an arbitrator, the American Arbitration Association shall select the arbitrator.
- C. The Company and the Union shall jointly prepare and sign for the arbitrator a submission setting forth the issue or issues in dispute. If a submission cannot be agreed upon between the Company and the Union, each party shall submit to the arbitrator and to each other a statement of the issues it considers to be in dispute.

### **Section 6**

Not more than one grievance may be submitted to the same arbitrator unless the Company and Union consents thereto.

### **Section 7**

Grievances submitted to arbitration shall be heard in the following order:

- A. Discharge Cases.
- B. Cases involving continuing monetary liability to the Company.
- C. All other grievances in the chronological order that they were submitted in the third step.

### **Section 8**

- A. Considering whether a matter is subject to arbitration as a mat-

ter of right, and in considering the case on its merits, and in interpreting and applying the provisions of this Agreement, it is mandatory that the arbitrator shall be guided by the fundamental principle that the Company retains all rights to manage its business including but not limited thereto, those specifically retained in this contract, unless expressly modified or restricted by a specific provision in this contract.

- B. The arbitrator shall not have the power to add or subtract from or modify any of the terms of this Agreement or any agreements supplemental hereto nor to pass upon any controversy arising from any demand of the Union to increase any wage rate prevailing at the time, nor to set to change rates for jobs as provided herein.
- C. The arbitrator shall not in any event make awards of back pay beyond ten (10) days prior to the date the grievance was filed.
- D. In any proceeding seeking to require or stay arbitration, or to stay, enforce, modify, or set aside a decision or award of the arbitrator, none of the provisions of this contract shall deprive a court of its power to determine questions of arbitrability, or the jurisdiction of an arbitrator or the validity of any decision or award of the arbitrator.

### **Section 9**

Each party shall bear its own expense with respect to the preparation and presentation of the matter to the arbitrator, but the cost or expense of the arbitrator and the conference room shall be borne equally by the Company and the Union.

### **Section 10**

The decision of the arbitrator shall be rendered within thirty (30) days following the close of the hearing in the matter.

### **Section 11**

The decision of the arbitrator shall be binding upon the Company and the Union during the duration of this contract.

### **Section 12**

The Company agrees to furnish the Union President with a list

of supervisors on a monthly basis and to inform the Union of any changes in such listing during the term of this Agreement.

### **ARTICLE 34 - BULLETIN BOARDS**

The Company agrees to provide glass enclosed and lockable bulletin boards for the exclusive use by the Union for posting union notices. Such notices may include notices of Union elections and results, appointments, meetings, social functions and other similar material. All such notices must be signed by duly authorized representatives of the Union.

### **ARTICLE 35 - NO STRIKE OR LOCKOUT**

#### **Section 1**

The Union agrees that neither it nor its members will engage or participate in, or in any way support any strike, walk-out, sit-down, stoppage, slow-down, or refusal to handle goods and equipment during the term of this Agreement.

#### **Section 2**

The Company agrees that it will not engage in any lockout during the term of this Agreement.

### **ARTICLE 36 - WAIVER AGREEMENT**

The waiver by either party of any provision or requirement of this Agreement shall not be deemed a waiver of such provision or requirement for the future, or in the past, and shall not constitute a modification of this Agreement unless such provision or requirement is reduced to writing and signed by the Company, and the representative of Tyson Lodge, No. 175 and the representative of District No. 98, and the International Association of Machinists and Aerospace Workers. An arbitrator shall have no authority to determine or consider that this Article has been waived.

### **ARTICLE 37 - FULL AGREEMENT CLAUSE**

The parties agree that the terms and conditions set forth herein represent their full and complete understandings and contemplations whether or not specifically referred to during the negotiations as to wages, hours and working conditions, and that neither

party shall be legally obligated to negotiate further on any of the terms and conditions stated above or not set forth herein during the life of this agreement, except those specifically provided for herein or hereafter mutually agreed to in writing and properly executed by the parties.

### **ARTICLE 38 - SUBCONTRACTING/OUTSOURCING**

The Company agrees that it shall only subcontract or outsource work which cannot be satisfactorily performed within its own plant, provided it has the facilities for doing the work, the space, the equipment, and available personnel inclusive of recall from layoff of any employee classified and qualified to do the work and further agrees that within the terms and conditions of the grievance procedure such subcontracting or outsourcing matters are a proper subject for review between the Company and the Union.

A committee will be established with two (2) Management Representatives and three (3) Union Representatives selected by the Union, one each for the Maintenance Area, Tool Room Area and Production Areas to discuss the status of jobs previously subcontracted/outsourced and to re-evaluate the economic and other business considerations which resulted in the subcontract/outsource with the intention of considering bringing work back in-house if economic and other business considerations justify doing so.

This committee will also review under the same principles, jobs being considered for subcontract/outsource in the future that are presently regularly performed by employees of Harley-Davidson covered by the present labor agreement.

The Company will provide the Union with reasonable opportunity to review all necessary data no less than fifteen (15) working days prior to the Company's allowing the subcontract/outsource to actually take place.

Notice of the subcontract/outsource will be in writing to all members of the committee defining the specific items sourced, duration, economic and other pertinent business considerations. There

will be meetings held quarterly to present an overview of plans and needs as they relate to subcontracting or outsourcing.

The Company will not lease any part of their facilities and/or equipment to any outside source for the purpose of performing work regularly assigned to employees covered by the current labor agreement.

The Company agrees that if it subcontracts/outsources work it will give due consideration to the subcontracting/outsourcing of its work to union shops whenever it is practicable to do so.

## **ARTICLE 39 - TECHNOLOGICAL CHANGES**

### **Section 1**

A Joint Union-Management Committee will be established to study the issues arising from technological change in relation to its effects on the employees in the bargaining unit. The committee will be comprised of three (3) union representatives to be selected by the Union and two (2) management representatives (agreeable to the Union), and will meet at least once a month.

It will be the responsibility of the Company to provide the Union (through this Committee) with all known pertinent information regarding the technological changes in order to determine the effects on the bargaining unit. Initial notification of technological changes will be provided in writing to the Joint Technological Change Committee as well as the Union Shop Committee.

The Company encourages the bargaining unit employees to actively participate in the development, feasibility, implementation and start up of technological changes and the Union agrees not to discourage employee participation in those technological changes. The parties also mutually agree that the Joint Union-Management Committee may establish joint union-management sub-committees as needed, to explore the practicality of specific technological changes and that such sub-committee members are invited to actively participate in the implementation and start-up of those changes.

### **Section 2.**

In the event the new technology justifies the creation of a new

classification, the position will be filled in accordance with Article 8, Section 3 C of the labor agreement.

Work to be performed resulting from technological change shall be evaluated in accordance with the provisions of Article 16 of this labor agreement.

### **Section 3.**

The Company recognizes its responsibility to its employees when it becomes necessary to reduce any part of the work force as a direct result of the introduction of technological changes.

- A. When it is necessary to reduce the number of employees in any given job classification, plant or department as a result of technological change, the Company will make every attempt to accomplish such reductions through attrition and/or re-assignment of employees who are affected by the job change. In the event the required reductions cannot be achieved by the aforementioned means, the reduction will be made in accordance with Article 27, Section 3 of the labor agreement, except that, in the event of a layoff an employee will not be denied bumping rights due to technological changes.

If an employee bumps into a classification that he/she previously held (or a classification which is basically the same as a classification previously held) he/she will be provided sixty (60) work days of training.

If an employee bumps into a classification that he/she has not held in the past that has been affected by significant technological change he/she shall be provided up to sixty (60) work days of training.

- B. For the purpose of this contract the term attrition shall mean the overall reduction of the work force by such natural means as retirement, death, voluntary quits, discharge for cause and/or disability.

### **Section 4.**

Those employees who agree to attend training at times other than during their regularly scheduled shift may choose to com-

plete their regular shift or at the employees' choice apply those hours toward their regular shift hours for that day at straight time pay. An employee may agree to change shifts for training purposes.

#### **Section 5.**

It is not the Company's intent to use technological change as a basis for changing jobs from bargaining unit status to non-bargaining unit status.

It is the intention of the Company to offer training to employees affected by the introduction of new technology in order of seniority, in those areas where this new technology will be introduced. The Company further agrees it is in the best interest of both the employees and the Company that employees in the classification in the area affected by this new technology be trained as expeditiously as possible.

### **ARTICLE 40 - PRE-RETIREMENT PROGRAM**

The Company will conduct semi-annual pre-retirement seminar for employees who are within one (1) year of such employee's retirement eligibility.

Such employees, upon their written request, shall be released with pay from their normally assigned duties during regularly scheduled working hours to attend said program.

The Company and the Union agree that no individual employee shall be entitled to "released time with pay" for the purpose of participating in such pre-retirement program more than once annually during the term of this agreement.

### **ARTICLE 41 - SEVERANCE PAY**

In the event that all operations covered by this bargaining unit are discontinued or transferred to another location not covered by the bargaining unit, each full-time employee, if permanently terminated as a direct result of the discontinuance or transfer, after expiration of recall rights provided elsewhere in this Agreement, but not to exceed five (5) years, will be entitled to severance pay



in accordance with the following schedule:

0 to 4 years of service	No benefit
5 years of service or more	4 day's pay per year of continuous service not to exceed a maximum of twenty (20) weeks.

No severance pay will be provided to any employee who is hired by a successor Company or by Harley-Davidson, Inc. in any other location. Any rights an employee may have under this Agreement expire upon his/her receipt of severance pay except for vested pension rights.

#### **ARTICLE 42 - DURATION**

This Agreement made and entered into and executed at York, PA, will remain in full force and effect for the period commencing February 2, 2001, and terminating 12:01 AM February 2, 2007. This Agreement shall continue in full force from year to year thereafter unless either party desiring to amend or terminate this agreement shall serve upon the other party written notice at least sixty (60) days prior to the date it desires to amend or terminate this Agreement.

The parties agree to an Economic Reopener in calendar year 2005 to negotiate for an extension.

IN WITNESS HEREOF, the parties herein set their hands on this  
2nd day of October, 2000.

For the Union

For the Company

Thomas E. Boger DBR  
Harriet Smith  
Karl O. O'Leary  
Bobby L. Ramsey  
Betty King  
Janet J. Spangler  
Eric D. Bunker  
James Arnold

D. B.  
C. H. Hill  
Chas. Bogart  
Don Cogg  
Carolyn Boyer  
Ruth Woodside-Fallen  
L. H. Hill

## APPENDIX "A"

LABOR GRADE	CLASSIFICATION
	Apprentice
1	Groundskeeper Janitor
2	Laborer
3	Helper Production
4	Mechanized Assembler Mfg. Svcs. Laborer Oiler Punch Press Operator Racker, Chrome System Spot Welder Tool Crib Attendant Warehouseperson Waste Material Handler Wheel Truer
5	Crater and Packer Metal Cleaner and Coater Preparation Technician Sand and/or Shot Blaster
6	Ampometer Machine Operator Automatic Polishing Equip. Operator Brake Press and Shear Operator Buffer and Polisher Builder Combination Welder "A" Finesse Technician Grinding Machine Operator Head Crater and Packer Head Stocker Inspector General Machine Operator

- 6            Repairperson, Tank and Fender  
               Special Assembler  
               Tank Tester & Repair Person  
               Welding Machine Operator
- 7            Electroplater  
               General Purpose Laborer-Haz. Waste  
               Lead Mfg. Services Laborer  
               Lead Racker  
               Metal Cabinet Finisher  
               Rigger  
               Truck Driver  
               Welding Cell Operator
- 8            Automatic Equip. Operator "A"  
               Automotive Mechanic  
               Carpenter  
               Cosmetic Std. Coordinator  
               Engine Operator, Hoist and Portable  
               Finesse Cell Operator  
               General Maintenance Person  
               Heat Treater  
               Machine Center Operator  
               Machine Operator Frame Center  
               Maintenance Painter  
               Metal Fabricator  
               Plumber  
               Polish Center Operator  
               Powder Coat Operator  
               Power Plant Operator  
               Quality System Auditor  
               Tool and Cutter Grinder "A"  
               Truck Driver - Heavy Trailer  
               Tube Line Set-Up Operator  
               Waste Treatment Operator  
               Welder  
               Welding Center Operator
- 9            Cycle Mechanic "A"  
               Laser Process Operator

- 9                    Motorcycle Test Technician  
Tool , Die Gage Maker "B"
- 10                   Inspector, Machine Parts, (A)  
Inspector, Real Time X-Ray  
Leadperson, Carpenter
- 11                   Automatic Applications Technician  
Lead - Electroplater Auto Line  
Leadperson, Buffer and Polisher  
Leadperson, Tank and Fender Prep  
Set-Up Person  
Set-Up Person Welding  
Set-Up Person, Brake, Press and Shear  
Set-up Person, Electrical/Electronic  
Set-Up Person, Mechanical  
Set-up Person, Metal Fabrication  
Set-Up Person, Paint
- 12                   Communications Cabling Technician  
Electronic Mechanic Maintenance  
Inspector, Sample Parts  
Inspector, Tool, Die & Gauge  
Leadperson, General Maintenance  
Leadperson, Power Plant Operator  
Leadperson, Waste Treatment  
Maintenance Machinist  
Tool, Die and Gage Maker "A"

The Company agrees that in the event the work (as outlined in the job description) of an obsolete classification is required to be performed, such classification will be re-activated within its previously established labor grade.

## APPENDIX B - WAGES

### LABOR GRADES EFFECTIVE FEBRUARY 2, 2001 (3%)

Labor Grade	Minimum (6 Mos.)	Mid-Point (6 Mos.)	Maximum
1	15.55	16.07	16.51
2	16.07	16.51	17.12
3	16.51	17.12	17.63
4	17.12	17.63	17.97
5	17.63	17.97	18.42
6	17.97	18.42	18.82
7	18.42	18.82	19.43
8	18.82	19.43	20.39
9	19.43	20.39	20.74
10	20.39	20.74	20.99
11	20.74	20.99	21.60
12	20.99	21.60	22.44

### LABOR GRADES EFFECTIVE FEBRUARY 2, 2002 (2%)

Labor Grade	Minimum (6 Mos.)	Mid-Point (6 Mos.)	Maximum
1	15.86	16.39	16.84
2	16.39	16.84	17.46
3	16.84	17.46	17.98
4	17.46	17.98	18.33
5	17.98	18.33	18.79
6	18.33	18.79	19.20
7	18.79	19.20	19.82
8	19.20	19.82	20.80
9	19.82	20.80	21.15
10	20.80	21.15	21.41
11	21.15	21.41	22.03
12	21.41	22.03	22.89

**APPENDIX B - WAGES  
(Continued)**

**LABOR GRADES EFFECTIVE FEBRUARY 2, 2003 (2%)**

<b>Labor Grade</b>	<b>Minimum (6 Mos.)</b>	<b>Mid-Point (6 Mos.)</b>	<b>Maximum</b>
1	16.18	16.72	17.18
2	16.72	17.18	17.81
3	17.18	17.81	18.34
4	17.81	18.34	18.70
5	18.34	18.70	19.17
6	18.70	19.17	19.58
7	19.17	19.58	20.22
8	19.58	20.22	21.22
9	20.22	21.22	21.57
10	21.22	21.57	21.84
11	21.57	21.84	22.47
12	21.84	22.47	23.35

**LABOR GRADES EFFECTIVE FEBRUARY 2, 2004 (2%)**

<b>Labor Grade</b>	<b>Minimum (6 Mos.)</b>	<b>Mid-Point (6 Mos.)</b>	<b>Maximum</b>
1	16.50	17.05	17.52
2	17.05	17.52	18.17
3	17.52	18.17	18.71
4	18.17	18.71	19.07
5	18.71	19.07	19.55
6	19.07	19.55	19.97
7	19.55	19.97	20.62
8	19.97	20.62	21.64
9	20.62	21.64	22.00
10	21.64	22.00	22.28
11	22.00	22.28	22.92
12	22.28	22.92	23.82

**APPENDIX B - WAGES**  
**(Continued)**

**LABOR GRADES EFFECTIVE FEBRUARY 2, 2005 (2%)**

Labor Grade	Minimum (6 Mos.)	Mid-Point (6 Mos.)	Maximum
1	16.83	17.39	17.87
2	17.39	17.87	18.53
3	17.87	18.53	19.08
4	18.53	19.08	19.45
5	19.08	19.45	19.94
6	19.45	19.94	20.37
7	19.94	20.37	21.03
8	20.37	21.03	22.07
9	21.03	22.07	22.44
10	22.07	22.44	22.73
11	22.44	22.73	23.38
12	22.73	23.38	24.30

**LABOR GRADES EFFECTIVE FEBRUARY 2, 2006 (2%)**

Labor Grade	Minimum (6 Mos.)	Mid-Point (6 Mos.)	Maximum
1	17.17	17.74	18.23
2	17.74	18.23	18.90
3	18.23	18.90	19.46
4	18.90	19.46	19.84
5	19.46	19.84	20.34
6	19.84	20.34	20.78
7	20.34	20.78	21.45
8	20.78	21.45	22.51
9	21.45	22.51	22.89
10	22.51	22.89	23.18
11	22.89	23.18	23.85
12	23.18	23.85	24.79



## APPENDIX B - WAGES (Continued)

It is jointly recognized our profitability and long-term Competitive Advantage lies in the ability of our people to produce products and deliver services efficiently and effectively. The need to continuously improve our processes and eliminate waste is critical to maintaining our ongoing Competitive Advantage.

We have created an Earned Payout Program that allows the employees to financially share in our continuous improvement and productivity gains. An earned 0-3% potential payout effective January 1, 2001 will be applied on top of the Union's previously negotiated base increase, see Appendix B Wage Rate Table. Effective February 2, 2002 the plan would be implemented with a 0-4% potential on top of the negotiated base increase, see Appendix B Wage Rate Table. The negotiated wage base will increase by 3% on 2/2/2001 and 2% every year from 2002 through 2006 on the 2/2 anniversary date. The additional payout potential will be paid quarterly, but will not be added to the base. To minimize the impact of seasonal swings and the impact of major changes to the work environment, the calculation looks at the current quarter versus the same quarter a year earlier.

Conversion cost includes all labor (hourly and salaried) and related spending, tools and manufacturing supplies and other operations department spending. It does not include depreciation expense, administrative overhead and purchased parts/materials. Units are defined as actual motorcycles crated in the quarter.

The potential earned payout portion goes into effect after the cost/conversion unit improves by more than 1.8%. An additional .5% is earned for every .4% improvement beyond that. Following are tables demonstrating how the payout works:

Table 1 - Year 2001

Imprvmt %	1.8	2.2	2.6	3.0	3.4	3.8	4.2
Payout %		0.5	1.0	1.5	2.0	2.5	3.0

Table 2 - 2002 to 2007

Imprvmt %	1.8	2.2	2.6	3.0	3.4	3.8	4.2	4.6	5.0
Payout %		0.5	1.0	1.5	2.0	2.5	3.0	3.5	4.0

The minimum increment to be granted will be prorated to the nearest tenth (.1). The quarterly goal is established purely on a 1.8% improvement over last year's corresponding quarter. No adjustments will be made for inflation. Earned payouts will be distributed in a separate check within 30 calendar days after the end of the quarter.

Here's an illustrative example of how the payout would work:

Employee A receives the following compensation in the second quarter of 2000 -

St. Time Wages -	\$ 8,100
OT Wages -	1,280
DT Wages -	480
Shift Premium -	350
Jury Pay -	140
Sub Total	<u>\$10,350</u>
Less: shift Prem.	<u>-350</u>
Subject to Payout	\$10,000

Actual comparison of 2nd quarter 1999 vs. 2nd quarter 2000 reveals the following:

1999 Q2 conversion cost/unit -	\$1,654
2000 Q2 conversion cost/unit -	<u>1,485</u>
Difference (improvement)	\$ 169

Referring to table 1, we receive the maximum payout return of 3.0%.

Eligible Pay	\$10,000
Divided by 1.03	9,709
Times 1.06	10,292
Less: monies paid	<u>-10,000</u>
Incremental Payout	\$ 292 (separate check)

For second quarter 2001, the hurdle will be as follows:

2nd Qtr 2000 Actual -	\$1,485
Less: hurdle amount (.018)	<u>(27)</u>
CC/U prior to premium	\$1,458

## APPENDIX "C"

### SUMMARY OF INSURANCE PLAN

All Hourly Compensation	Basic Life Insurance	Accidental Death and Dismemberment Insurance	Supplementary Group Life Insurance	Weekly Contribution For Supplementary Group Life Insurance
Effective Date				
February 2, 2000	40,000	40,000	40,000	6.46 est. cost
February 2, 2001	40,000	40,000	40,000	6.46 est. cost

\*Weekly Indemnity/Accident and Sickness Benefits . . . \$390.00 Effective Feb. 2, 2000  
 \$390.00 Effective Feb. 2, 2001

\*(Weekly Indemnity/Accident and Sickness Benefits shall in no event exceed 2/3 of weekly pay without overtime or any extras.)

#### Hospital Expense Benefits

##### Daily Room and Board Benefit\*\*

The insurance will cover full payment for in-patient hospital stays which are certified by Blue Cross/Blue Shield as medically necessary. Semi-private room, ICU room or CCU room covered for up to 365 days (30 day maximum for psychological/psychiatric and substance abuse).

##### Other Hospital Charges\*\*

Charges for ancillary services rendered for any day that payment is made for room and board.

Prescription Drug Card: \$0 co-payment for generic, \$5 co-payment for brand name.

Mandatory "2nd Opinion" on a set list of surgical procedures.

\*\*A weekend hospital admission restriction and a pre-admission/emergency admission review program through Blue Cross/Blue Shield became effective February 2, 1994; penalties

that may affect the benefits given above may apply to hospital stays that begin on or after February 2, 1994.

Skilled Nursing Facility and Home Health Care benefits improved February 2, 1991 when used in lieu of a more costly hospital stay.

Hospice Benefit added effective February 2, 1991 - \$25,000 maximum.

Outpatient pre-admission testing at 100% of Blue Cross/Blue Shield reasonable and customary added February 2, 1994.

\*Employee only.

Additional coverage effective 2/2/94:

Mammograms: Baseline age 35, every other year over age 40, annually over age 50.

Prostate: Under age 30 no coverage for routine exam, age 30 to 39 every other year routine exam, over age 40 every year routine exam.

Adult Physicals: Charges of up to \$300/physical including sigmoidoscopy under age 40 every 3 years, over age 40 every 2 years.

TMJ: Surgery and Appliances.

Additional coverage effective 2/2/95:

Well Baby Care: Physicals (2,4,6,12,15, and 24 months), immunizations, CBC and Lead screening.

Well Child Care: Physicals (3,5,10,14, and 17 years of age), immunizations, tetanus - diphtheria (T-D) booster.

Hearing Aids: 50% coverage of up to \$500/three years, annual exams up to \$40.

Under a Comprehensive Major Medical Plan, first dollar bene-

fits are not paid except as required by state insurance mandates.\* Covered charges are subject to a first dollar annual deductible and the balance of the covered charges are paid at a fixed co-insurance factor, with an annual out-of-pocket maximum established.

Covered charges are subject to a \$100.00 individual annual deductible (\$200 family aggregate deductible maximum) and then paid at a fixed co-insurance factor of 80% of reasonable and customary charges. An individual is not required to pay more than \$500.00 effective 2/2/91 per year (a family, \$1,000 effective 2/2/91) in out-of-pocket covered charges. Once an out-of-pocket maximum is met, the balance of covered charges for that individual (or family if applicable) in that calendar year are paid at 100% of reasonable and customary charges. (Treatment benefit services remain payable at 80%.) The life-time maximum benefit is \$4,000,000.00 (effective January 1, 2001).

Since an employee is required to pay a portion of covered medical expenses, this type of program invites more prudent use of the medical system. It encourages individuals to avoid unnecessary medical/surgical procedures, prompting more effective medical care and assisting the Company in its control over health care costs.

\*State law requires 90% coverage of the first \$1,000 in out-patient treatment benefits (alcoholism, drug abuse, mental and nervous disorders). Then, effective 2/2/97, the plan pays 80% (subject to deductible) of \$51.25 per visit, up to 52 visits per year.

Effective 2/2/97 medically necessary air ambulance covered at 100%.

*Employee and Family Dental Plan will provide:*

Covered at 100% (with no deductible applicable) routine/preventive oral exams, sealants for children age 14 and under (added 2/2/91) x-rays and cleaning (prophylaxis) twice a year; anesthesia, fluoride treatments, emergency care to relieve pain, special retainers to replace prematurely lost teeth for dependent children under 19 years of age.

Covered at 80% (with deductible applicable) are extractions, regular fillings, root canals, (endodontics) periodontics, gum treatment, oral surgery, related antibiotic drugs, repair or clean, cementing of crowns, bridge work and dentures including relining and rebasing of dentures, caps, and crowns, except crowns that are gold or porcelain fused to gold will be paid at 60% after satisfaction of the deductible.

Covered at 50% (with deduction applicable) dentures, bridge work, previous metal fillings, inlays and installation of artificial teeth. Effective 2/2/95 dentures and bridge work will be covered at 60%.

Non-orthodontic per person per calendar year maximum effective 2/2/97 - \$3,000.

An orthodontic program provides for a 75% benefit (effective 2/2/91) up to a maximum lifetime total benefit amount of \$3,500 (effective 2/2/97). The deductible amount for any calendar year shall be \$25.00. A maximum of two deductibles per family in a calendar year will be required.

Employee and Family Vision Plan will provide:

\$260 effective February 2, 2000

\$260 effective February 2, 2001

Effective February 2, 1997, annual maximum allowed on any and all covered vision expenses.

Effective February 2, 1997, Future Retiree Prescription Drug Card. \$0 co-pay for generic, \$5.00 co-pay for brand name.

## **APPENDIX "D"**

### **COST OF LIVING ADJUSTMENT**

The schedule of wage rates by labor grades attached hereto as Appendix "B" is agreed to by the Company and the Union and shall be in effect for the duration of the Agreement and for any extension thereof.

The wage adjustments of August 1, 1981, August 1, 1982 and August 1, 1983 are subject to a further adjustment upward of the Consumer Price Index for Urban Wage Earners and Clerical Workers - All Cities (1967 base equals 100%) uses more than 10.5% from the beginning to the end of the twelve (12) month period ending June 30, 1981; more than 9.5% from the beginning to the end of the twelve (12) month period ending June 30, 1982 or more than 8.5% from the beginning to the end of the twelve (12) month period ending June 30, 1983.

- (a) The increase in the above noted Consumer Price Index will be measured by comparing the average of the index for the three (3) months of April, May and June ending on the above dates with the average of the index for the same three (3) month period of the prior year.
- (b) If there is an increase in the index and if that increase is greater than the percentages specified above, then the August 1 wage adjustments will be increased one-tenth (0.1) of one percent (1%) in the index beyond the appropriate percentages set forth above.
- (c) Examples of computation: The increases in the Consumer Price Index shall be computed as follows:



Consumer Price Index  
All Cities

June 1980	242.6	
May 1980	245.1	
April 1980	<u>247.8</u>	
		$\frac{735.5}{3} = 245.2$

June 1981	272.7	
May 1981	270.3	
April 1981	<u>267.9</u>	
		$\frac{810.9}{3} = 270.3$

$$\begin{aligned}270.3 \text{ minus } 245.2 &= 25.1 \\25.1 \text{ divided by } 245.2 &\approx .1024 \\ .1024 \times 100 &= 10.24 = 10.2\%\end{aligned}$$

Since 10.2% increase in the Consumer Price Index is less than 10.5%, then no further increase in the August 1, 1981 adjustment of 1.5% will be made. However, if the percentage increase would have been 10.7% instead of 10.2%, then the wage adjustment on August 1, 1983 would increase .2% to 1.7%.

There will be no Cost of Living Adjustments during the term of this Agreement - 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007.

EXHIBIT #1

Letter of Understanding  
Between  
Harley-Davidson, Inc., York, PA Facility  
And  
Tyson Lodge 175 - IAMAW

October 2, 2000

Included as part of this complete agreement but under separate cover is the agreed upon Drug and Alcohol Policy, which will include a split sample procedure.

For the Union

For the Company

Thomas E. Boggs & BR  
Harvey Smith  
Paul A. Cook  
Bobby L. Ramsey  
Debbie King  
Shirley S. Stryker  
Eusebio R. Rios  
James A. Arnold

DJB  
C. J. Dell  
Chris Bryant  
Don C. C. C.  
Clarey M. M. M.  
Ruth Woodside-Faller  
Tom Faller

**EXHIBIT #2**

**Letter Of Understanding  
Between  
Harley-Davidson, Inc. - York, PA Facility  
and  
Tyson Lodge 175 - IAMAW**

October 2, 2000

The Company agrees to have a representative from the insurance company visit the facility on a quarterly basis to answer employee questions regarding insurance coverage and discuss any problems that the employee has encountered.

For the Union

Thomas E. Boggs DOR  
Harvey Smith  
Paul A. Clark  
Bobby L. Ramsey  
Netty King  
Lucia Spangler  
Eric R. Bushy  
James Russell

For the Company

DJB  
CFW  
Chris Bryant  
Don Corgan  
Cecily Muligan  
Ruth Woodside-Faller  
Tom Hillig

EXHIBIT #3

Letter of Understanding  
Between  
Harley-Davidson, Inc. - York, PA Facility  
and  
Tyson Lodge 175 - IAMAW

October 2, 2000

Employee Education of Benefit Changes

The Company agrees to conduct informational meetings no later than six (6) months following ratification of the new labor agreement.

The purpose of these meetings is to inform the membership of the benefit plan changes that are a result of these negotiation sessions.

For the Union

Thomas E. Boggs OR  
Harvey Smith  
Paul A. Cook  
Bobby L. Ramsey  
Betty King  
Stanley D. Dwyer  
Eusebio B. Buehler  
James A. Arnold

For the Company

D. B.  
C. J. Hill  
Chris Bryant  
Donna C. Cramer  
Carolyn M. Beyer  
Ruth Woodside-Faller  
Tom Hilligier

EXHIBIT #4

LETTER OF UNDERSTANDING  
EQUALIZATION OF OVERTIME

Between  
Harley-Davidson, Inc. - York, PA Facility  
and  
Tyson Lodge 175 - IAMAW

October 2, 2000

The Company feels that it is not in its best interest to have great variances in the amount of overtime offered among the shifts and therefore will endeavor to keep such variances to a minimum.

For the Union

Thomas E. Boyer DOR  
Harvey Smith  
Paul A. Oute  
Bobby L. Ramsey  
Betty King  
Shirley Spruill  
Eric R. Bushy  
James Arnold

For the Company

DJB  
Chad  
Chris Bryant  
Don Cogan  
Carolyn Pope  
Ruth Woodside-Faller  
Tom Hillier

## EXHIBIT #5

Letter of Understanding  
Between  
Harley-Davidson Motor Company, Inc.  
And  
Tyson Lodge 175 - IAMAW

January 10, 1994  
(Amended February 2, 1997)

The Company and the Union agree that for purposes of staffing the new assembly lines, these procedures will be followed.

1. Employees who volunteer in the applicable classifications will be selected in order of seniority to transfer to the new assembly lines.

2. Should there be insufficient volunteers who wish to transfer, junior employees in the applicable classifications will be required to fill the open positions.

3. The employees on the new line may be solicited out of order on the wheel (for training purposes) for up to twenty-four (24) equivalent hours, and these hours will be credited to a new supervisor code assigned to the new assembly lines.

Should similar situations arise during the term of this agreement, the Company, the Union Shop Committee in office at the time that the changes occur, and the members of the CIT will meet to develop a staffing method that is mutually acceptable to the Company and the Union.

Thomas E. Bogue DCR  
Harry Smith  
Paul A. [unclear]  
Bobby L. Ramsey  
Butch King  
[unclear]  
Eric Bushy  
James [unclear]

DJB  
[unclear]  
Chris Bryant  
[unclear]  
Carolyn [unclear]  
Ricki Woodside-Faller  
Tom [unclear]

**EXHIBIT #6**

**Letter of Understanding**

Between

Harley-Davidson Motor Company, Inc. - York, PA Facility

And

Tyson Lodge 175 - IAMAW

**JOINT UNION-MANAGEMENT TRAINING COMMITTEE**

October 2, 2000

A Joint Union-Management Training Committee will be established, which will meet at least monthly, whose purpose will be to review and make recommendations regarding the development of training programs throughout the facility affecting bargaining unit employees.

The Committee will be comprised of the Union Shop Committee and two (2) Company representatives agreeable to the Union.

Thomas E. Boggs & CR  
Harvey Smith  
Paul A. Cook  
Bobby L. Ramsey  
Betty King  
Janet Sprague  
Eric R. Buckley  
James Arnold

DJB  
CPH  
Chris Bryant  
Don Cogan  
Carolyn Pope  
Ruth Woodside-Faller  
Tom Holligan

## EXHIBIT #7

### Letter of Understanding

Between

Harley-Davidson Motor Company, Inc. - York, PA Facility

And

Tyson Lodge 175 - IAMAW

October 2, 2000

The Company agrees to undertake the following actions:

In the spirit of improved labor/management cooperativeness, the Company will no longer make unilateral decisions on the type(s) of test(s) to be used for determining employee qualifications when bidding on posted positions. Instead, a Joint Labor/Management Committee consisting of equal numbers of labor and management representatives will be established to determine which labor classifications require written, practical or verbal tests and will determine the appropriate testing method for each of those classifications.

This committee will also determine the appropriate period of time that, under normal circumstances, would allow the bidder to become proficient in skills required to perform the duties of that position. This is intended to address those classifications created as a result of manufacturing technological changes or additions when the twenty (20) day qualifying period or the sixty (60) day training period, as outlined in Article 8 of the collective bargaining agreement, is insufficient to provide necessary training or to allow for an object evaluation of the qualifications.

*Thomas & Boyd & Co*  
*Harley-Davidson*  
*Paul A. Parks*  
*Andy L. Ramsey*  
*Donny King*  
*Shirley J. Smith*  
*Eric R. Bushy*  
*James A. Smith*

*DJB*  
*Chris Bergant*  
*Carolyn Bergant*  
*Ruth Woodside-Faller*  
*Tom Hollinger*



## **EXHIBIT #8**

### **Letter of Understanding Between**

**Harley-Davidson Motor Company, Inc. - York, PA Facility  
And  
Tyson Lodge 175 - IAMAW**

**October 2, 2000**

### **SUMMER HELP**

The Company and the Union recognize that in order to allow our employees to be able to take time off during the peak vacation time (Memorial Day through Labor Day), it is necessary to be able to bring in employees to cover for vacation and other absences. Therefore, the Company and the Union agree that during this period, the children of employees who are at least eighteen (18) years old and are attending a post secondary school as a full-time student, or possess a high-school diploma and intend to enroll as a full-time student in a post secondary school will be permitted to apply for summer employment as Mechanized Assemblers. These employees will be used to fill in for vacationing employees and other absenteeism. They will report to one supervisor and be assigned to any Mechanized Assembler position without being upgraded in this capacity, but only as summer help. These positions will not be entitled to any insurance or pension benefits under the current labor agreement.

Should they be offered a regular full-time position, they will be credited with seniority as per Article 27 of the contract.

If there are more applicants than openings, applicants will be selected at random. If there are insufficient applicants, these positions will be filled in the same manner as regular openings, but as Summer Help.

These employees will be considered to be Probationary employees, whose employment shall fall under the provisions of Article 26 with the exception that their employment and their Probationary status will not extend beyond the days specified in paragraph one (1) above.

Should such employees wish to become regular employees, they may submit an application for employment through the same procedure as a new applicant.

Thomas E. Boyd & CR  
Harriet Smith  
Paul A. Cook  
Bobby L. Ramsey  
Betty King  
Janice Spruill  
Eric F. Boushey  
James Arnold

DJB  
CP White  
Cheri Bryant  
Don Cason  
Carolyn Baker  
Ruth Woodard-Faller  
Tom Hollings

**EXHIBIT #9**

**Letter of Understanding  
Between  
Harley-Davidson Motor Company, Inc.  
And  
Tyson Lodge 175 - IAMAW**

October 2, 2000

The Company will review the feasibility of allowing employees to call-in once to report multiple days of absence. This review will be with the CIT, within 6 months of ratification and will be implemented provided that the new telephone system and improved procedure can handle this situation.

Thomas E. Boger DBR  
Harvey Smith  
Paul A. Clark  
Bobby L. Ramsey  
Betty King  
Leslie Sprinkle  
Eric R. Buehler  
James Powell

DJB  
CP Kelly  
Chris Probst  
Don Cogan  
Carolyn Rogers  
Ruth Woodside-Faller  
Tom Hollinger

EXHIBIT #10

Letter of Understanding

Between

Harley-Davidson Motor Company, Inc. - York, PA Facility

And

Tyson Lodge 175 - IAMAW

R & C Pool

October 2, 2000

The Reasonable and Customary pool as outlined in the 1991-1994 Medical Insurance booklet (pp.34 and 35) shall be suspended during the term of this agreement, provided that Blue Cross/Blue Shield or comparable insurance administrator is retained by the Company to administer this plan. If the Company elects to change from Blue Cross/Blue Shield and the new carrier does not have a comparable physician/hospital network, the Company will re-instate the R & C pool as outlined in the 1991-1994 Medical Insurance booklet.

Thomas E. Boger & BR  
Harvey Smith  
Paul A. Clark  
Bobby L. Ramsey  
Betty King  
Stanley Spruyell  
Eric R. Buehler  
James Arnold

D. J. B.  
Chadwick  
Chris Bergquist  
Don Craig  
Carolyn M. Boyer  
Ruth Woodside-Faller  
Tom Hollings

## EXHIBIT #11

### Letter of Understanding

Between

Harley-Davidson Motor Company, Inc. - York, PA Facility

And

Tyson Lodge 175 - IAMAW

October 2, 2000

Employee's spouses employed 32 hours or more per week, must elect to take individual group medical insurance coverage if offered by his/her employer. The Company will reimburse the employee the full amount of the cost to the employee upon proof of enrollment. It is understood that the spouse will maintain primary coverage for himself/herself through his/her employer's group insurance. He/she may coordinate benefits as a dependant with Harley-Davidson's group insurance. New employees will not be eligible for reimbursement during the first year of employment at Harley-Davidson.

The Company reserves the right to review this option annually, if this option is discontinued, no employee's spouse will be required to continue his/her group insurance coverage and he/she will be covered fully as a dependant under Harley-Davidson's insurance plan. If the Company plans to discontinue this option, notification shall be given to the Union and the employees at least ninety (90) calendar days prior to discontinuance.

Thomas E. Bogan DBR  
Harvey Smith  
Paul A. Cook  
Bobby L. Ramsey  
Betty King  
Janet Spranger  
Eric R. Bushy  
James Arnold

D. B.  
C. B.  
Chris Bergant  
Don Craig  
Carolyn Bogan  
Ruth Woodside-Faller  
Tom Hill

## EXHIBIT #12

**Letter of Understanding  
Between  
Harley-Davidson Motor Company, Inc.  
And  
Tyson Lodge 175 - IAMAW**

October 2, 2000

The Company and the Union agree that there will initially be one full-time I.A.M Union Safety Representative appointed by the President of Tyson Lodge #175. After a successful trial period, the Company will approach the Union President to add a second person, with a maximum of three people being appointed. Any names chosen will be accepted by the Company before the official appointments are made.

These persons will maintain their current job classifications. The first person appointed will work from 7:00 a.m. to 3:30 p.m., Monday through Friday on Safety issues. The shift worked by additional appointed persons will be determined at a later date, based on need. IF overtime is not available in Safety, then they will be offered overtime in their home department.

Once appointed, a Union Safety Representative must stay in the position for a minimum of one year, unless removed for unsatisfactory performance.

### **PRIOR EXPERIENCE**

Though these employees will be appointed by the President of the Union, the individuals will need to have certain experience and training in Safety. Specifically, they must have the following:

- \*A minimum of two years continuous experience on Safety.
- \*Experience with conducting safety inspections/audits.
- \*Working knowledge of OSHA regulations, such as Lockout, Confined Space Entry, Ergonomics, Hazard Communications, Job Safety Analysis.
- \* Facilitation of Training Skills.

## **REPORTING RELATIONSHIP**

The representative will report to the Safety Manager, or his designees.

## **ACCOUNTABILITY**

The Representatives are accountable for an action plan, with measurable performance results, that will be reviewed quarterly by the Union President and the Safety Manager.

## **DUTIES**

The duties they perform remain a joint responsibility between salaried and union employees, and this Letter of Understanding does not preclude other salaried or union employees from performing these types of safety activities.

The duties a Union Safety Representative will perform will include, but are not limited to, the following:

- \*Conducting Safety Training on a variety of topics, as needed.
- \*Investigating accidents, recommending corrective actions and assisting with accident reduction efforts in the plant.
- \*Assisting with the development and implementation of the Operational Safety Improvement Process.
- \*Performing Job Safety Analyses.
- \*Providing both oral and written presentations to Management and Union leaders, as necessary.
- \*Assist with the development of, and conducting New Employee Orientation Training.
- \*Participate in annual Corporate Safety Audits.
- \*Interface and act as a liaison with the Loss Control Representatives and Safety Suppliers.
- \*Travel will be necessary for items such as training, audits, and bench marking.

## PERFORMANCE

If a Safety Representative is not performing the job in an acceptable manner, they will be coached by the President of the Union and the Safety Manager, and be given an opportunity to correct their performance. If a person continues to perform at an unacceptable level, the President of the Union shall remove the employee from the appointed Full-time Safety position. The employee will then return to his or her former classification full-time.

## INDEMNITY

The Company shall indemnify and hold the Union and its representatives harmless from and against any and all claims, demands, charges, complaints, or suits against them, which are based on or arise out of any action taken by them in accordance with this Letter of Understanding.

## LENGTH OF AGREEMENT

If either party wished to end the agreement, for any reason, they may do so with 30 days advanced written notice to the other party. If neither party ends this agreement, it will remain in effect through February 2, 2007.

Thomas & Boger & BR  
Harvey Smith  
Paul A. Oath  
Bobby L. Ramsey  
Butty - King  
Stanley Spangler  
Eric & Bushby  
James Arnold

DJB  
Chadwell  
Chris Bryant  
Don Cogan  
Carolyn Miller  
Ruth Woodcock-Faller  
Tom Holligan



EXHIBIT #13

Letter of Understanding  
Between  
Harley-Davidson Motor Company, Inc.  
And  
Tyson Lodge 175 - IAMAW

October 2, 2000

The Company and Union agree to comply with appropriate legislation regarding the Family and Medical Leave Act.

Thomas E. Boger DBR  
Harvey Smith  
Paul A. Oates  
Bobby L. Ramsey  
Betty King  
Laurie Spangler  
Eric J. Buckley  
James Arnold

DJB  
C. J. Wood  
Chris Bryant  
Don Cason  
Carolyn Roper  
Ruth Woodside-Faller  
Tom Hollings

**EXHIBIT #14**

**Letter of Understanding**

Between

Harley-Davidson Motor Company, Inc. - York, PA Facility

And

Tyson Lodge 175-IAMAW

October 2, 2000

This letter of understanding is written to express the intent of the parties concerning outsourcing and insourcing of work due to the current and expected future growth of the Company. Because the Company is currently experiencing a period of growth, the Company and the Union are in the process of jointly examining a number of business cases, which may result in outsourcing of some work. This letter is intended to apply to current and future business cases involving outsourcing as a result of this growth. Nothing in this Letter of Understanding is intended to circumvent or replace the outsourcing provisions of Article 38 or any other provision of the parties' Labor Agreement.

Recognizing that, during periods of declining business conditions, we have a mutual objective of preserving the employment security of employees at the Company's York plant, the parties agree that when declining business conditions exist, the Company will return outsourced and/or insource work to its York plant.

Thomas E. Bogue & Co  
Harvey Smith  
Paul A. Cook  
Bobby L. Ramsey  
Betty King  
Shirley Spangler  
Eric R. Bushy  
James Arnold

D. B.  
Chris Bergant  
Don Ryan  
Carolyn M. Ryan  
Ruth Woodcock-Faller  
Tom Talligie

## Exhibit #15

**Letter of Understanding**  
Between  
Harley-Davidson Motor Company, Inc.

And  
Tyson Lodge 175 - IMAW  
October 2, 2000

### Partnering Through Operating Excellence

The Company and the Union recognize that change is both inevitable and positive. Our first formalized initiative MOA (Modern Operating Agreement) did not fit the needs of both parties. In order to continue our pursuit of high-performance the MOA will be replaced with our Partnering Through Operating Excellence initiative.

Through partnering we believe that we can efficiently manufacture products and provide services which are recognized as the best in world. To this extent, the parties have agreed to provide an environment that fosters continuous improvement based on a highly-involved and engaged workforce.

To position us for success the CIT is empowered to make changes in the collective bargaining agreement in non-economic areas. It is specifically understood that this committee shall have the authority to change, modify or amend the provisions of this collective bargaining agreement to implement their collective decisions.

Thomas E. Borge DCR  
Harvey Smith  
Paul A. Clark  
Bobby D. Ramsey  
Butch King  
Stanley Joseph  
Eric R. Buckley  
James Powell

DJB  
Chris Bergant  
Carolyn Miller  
Ruth Woodside-Faller  
Tom Holligan

Exhibit #16

Letter of Understanding  
Between  
Harley-Davidson Motor Company, Inc  
And  
Tyson Lodge 175 - IAMAW

October 2, 2000

The Perfect Attendance Award will be eliminated effective January 1, 2001.

Thomas E. Boger DOR  
Harvey Smith  
Paul A. Cook  
Bobby L. Ramsey  
Betty King  
Janice Spangler  
Eric R. Kinsey  
James Newell

DJB  
Chad Bell  
Chris Bryant  
Don Cragg  
Carolyn Rogers  
Ruth Woodside-Faller  
Tom Holliger

## Exhibit #17

**Letter of Understanding**  
Between  
Harley-Davidson Motor Company, Inc.  
And  
Tyson Lodge 175 - IAMAW

October 2, 2000

Signing Bonus  
Stock Options

The parties agree effective January 3, 2001, each full-time regular bargaining unit employee active on the York payroll as of January 1, 2001, will be granted a Non-Qualified Stock Option to buy 100 shares of Harley-Davidson, Inc. common stock. The total option price will be calculated on the grant date. Shares in each period will become fully vested on the dates shown:

<u>Shares</u>	<u>Vest Type</u>	<u>Full Vest</u>	<u>Expiration Date</u>
25	On vest date	1/03/02	1/02/2011
25	On vest date	1/03/03	1/02/2011
25	On vest date	1/03/04	1/02/2011
25	On vest date	1/03/05	1/02/2011

All rules related to termination/separation will be identical to what is applied for all Harley-Davidson employees.

Thomas E. Boggs DOR  
Harvey Smith  
Paul A. Cuth  
Bobby D. Ramsey  
Betty King  
Janice Spangler  
Eric J. Bushy  
James Arnold

DJB  
Cheryl  
Chris Bergant  
Don Crig  
Carolyn Rogers  
Ruth Woodside-Faller  
Tom Holligan

**Exhibit #18**

**Letter of Understanding**  
Between  
Harley-Davidson Motor Company, Inc  
And  
Tyson Lodge 175 - IAMAW

October 2, 2000

**Machinists Non-Partisan Political League  
Political Action Wage Deduction Authorization Card**

I, \_\_\_\_\_, \_\_\_\_\_ hereby  
(name of employee) (Soc.Sec.No.)

authorize and direct Harley-Davidson Motor Company to deduct weekly from my wages the sum of \$\_\_\_\_\_ and forward this amount monthly to the Treasurer of the Machinists Non-Partisan Political League at 9000 Machinists Place, Upper Marlboro, MD 20772.

I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation and none of the monies deducted are a part of my dues or membership fees to the local union. This authorization and the making of payments to MNPL are not conditions of membership in the Union or of employment with the company and I understand that the money will be used by MNPL to make contributions and expenditures in connection with Federal Elections. This authorization shall remain in full force and effect until revoked in writing by me. I also understand that my contributions or gift to MNPL is not deductible as a charitable contribution for federal income tax purposes.

Employee Signature: \_\_\_\_\_

Clock No: \_\_\_\_\_ Date: \_\_\_\_\_

## **Exhibit #19**

### **Letter of Understanding**

**Between**

**Harley-Davidson Motor Company, Inc**

**And**

**Tyson Lodge 175 - IAMAW**

**October 2, 2000**

**401K Company Matching Contribution**

**Effective February 2, 2002**

The parties agree that a 401K Company match equal to 25% of the first 6% contributed by the employee will be granted to each full-time regular bargaining unit employee active on the York Payroll that is contributing to the Plan. In order to receive any portion of the Company match, the employee must be employed by Harley-Davidson on the last day of the plan year (December 31). Exceptions to this requirement are employees who retire or die during the year. These persons would still be credited for the match payable for the year, even if not employed on December 31. The money that Harley-Davidson contributes for the employee will be invested in the Harley-Davidson Common Stock Fund. The value of the Company match cannot be transferred or directed to any other investment option in the Plan unless the employee is age 55 or older. The matching contributions are not available for loans or hardship withdrawals under the Plan. To be "vested" in (or have a nonforfeitable right to) the value of the Company match, you need to be an employee of Harley-Davidson for at least 5 calendar years of employment during which you are credited with at least 1000 hours of service each year (5 "years of service"). You are also 100% vested in the value of the company matching contribution account if you retire, die or become eligible for Social Security Disability benefits.

The matching provision applies only to your Plan contributions of up to 6% of pay (subject to the annual I.R.S. dollar amount contribution limit). It will be determined each year after EBIT (Earnings Before Interest and Taxes) for Harley-Davidson Motor Company has been calculated.

Under current guidelines, when EBIT for a fiscal year is at least equal to 11%, a Company match will be made. The current match formula is as follows:

If Harley-Davidson Motor

Company EBIT % Is:

11%

Match Is

25%

EXAMPLE:

\$19.00/hour X 2080 annual hours = \$39,520  
 assume \$10,000 overtime pay      \$10,000

\$49,520      Annual earnings

X 6%

\$2,971.20      401K tax sheltered contribution

X 25%      Company Match %

\$ 742.80      Company Match

\$3,714.00      Total employee & Company Match

Thomas E. Bogue DBR  
Harvey Smith  
Paul A. Cook  
Bobby L. Ramsey  
Betty King  
Janice Sprangle  
Eric J. Kinsley  
James Arnold

D. B.  
C. J. White  
Chris Bryant  
Don C. ...  
Carolyn ...  
Ruth Woodside-Faller  
Tom ...



**Exhibit #20**

**Letter of Understanding  
Between  
Harley-Davidson Motor Company, Inc  
And  
Tyson Lodge 175 - IAMAW**

October 2, 2000

Retiree Medical Insurance  
Continuation for Survivors

Employees who have retired or will retire prior to or during the life of the current collective bargaining agreement and are eligible for retiree medical insurance for themselves and their dependents, will have added protection. Upon the death of the retiree, their eligible spouse and dependent child(ren) may continue coverage under the retiree medical plan, at the retiree medical premium rates. The company contribution will continue to be made on their behalf. This continuation is for the lifetime of the surviving spouse. Dependent children may continue as long as they meet the plan definition of a dependent child.

Thomas E. Bogue & CR  
Harvey Smith  
Paul A. Cook  
Bobby L. Ramsey  
Betty King  
Garfield Spangler  
Eric J. Bushby  
James Arnold

DJB  
Chad  
Chris Bryant  
Don Cason  
Carolyn Miller  
Ruth Woodside-Faller  
Tom Holliger

## **Signing Bonus Stock Option Proposal**

During the recent re-opener, the Company and the Union agreed to a signing bonus in the form of 100 Stock Options. The Stock Options will be issued to each full-time bargaining unit employee on January 3, 2001. Twenty-five percent of the options will vest each year, commencing January 3, 2002, through and including January 3, 2005. All rules concerning termination/separation of employment that exists in the salaried Stock Option Plan is applicable to this program.

*Various hourly employees have expressed their interest in retiring in the year 2001. Those retiring in 2001 will not be active employees on the first vesting date of January 3, 2002, and therefore will not receive the benefit of being able to exercise 25% of the stock options issued on January 3, 2001.*

To remedy this situation, the following proposal is made for employees retiring January 1, 2001 through December 1, 2001:

The first StockOption vesting date is January 3, 2002. Those who retired during the year 2001 will be eligible to receive a *taxable cash payment that mirrors the appreciation of the options that vest in 1/3/2002.* They will have three years from the date of their retirement to request this payment. At the time they request payment, the company will issue a one time payment that reflects the appreciation in the Harley-Davidson Stock market value as of the close of business on the date the retiree requests payment, versus the option price determined on the grant date. Requests may be provided by telephone. The retiree will be sent a form to sign, which confirms their election. Payment will be processed, once the signed form is received in Human Resource. Taxes will be withheld in accordance to IRS regulations.

This provision will become void if the retiree does not request payment within three years of retirement.

### **Example #1:**

Employee retires January 1, 2001. The retiree will have until

December 31, 2004 to request payment. They request payment on June 15, 2003.

Option price per share on the grant date:	\$ 50.00
Market Value as of the close of business on June 15, 2003:	\$ 60.00
Gross Payment to be Issued (25% of 100 Stock Options):	\$250.00

**Example #2:**

Employee retires January 1, 2001. The retiree will have until December 31, 2004 to request payment. They request payment on May 15, 2002.

Option price per share on the grant date:	\$50.00
Market Value as of the close of business on May 15, 2002:	\$40.00
Gross Payment to be Issued (25% of 100 Stock Options):	\$0

**Example #3:**

Employee retires June 1, 2001. The retiree will have until May 31, 2004 to request payment. They request payment on May 30, 2004.

Option price per share on the grant date:	\$ 50.00
Market Value as of the close of business on May 30, 2004:	\$ 65.00
Gross Payment to be Issued (25% of 100 Stock Options):	\$375.00

**Example #4:**

Employee retires June 1, 2001. The retiree will have until May 31, 2004 to request payment. They request payment on June 1, 2004. No payment to be issued as the retiree did not meet the criteria of requesting payment within 3 years of the retirement date.

Note: If the retiree requests payment on a weekend, holiday, or

non-trade day, the payment will be determined the last trade day prior to the notice, as long as the notice is within the three-year period outlined above.

In the event of the retirees death before requesting payment, their beneficiary will have one year from the date of the retiree's death to request payment.

Notice of this provision will be sent to the beneficiary at that time.

Thomas & Began & Co  
Harvey Smith  
Paul A. Cook  
Bobby L. Ramsey  
Betty King  
Janice Sprinkle  
Euse & Bushby  
James Arnold

DJB  
C. H. Hill  
Chris Bergant  
Don C. C. C.  
Carolyn M. C.  
Ruth Woodside-Faller  
W. J. Hill

## 2001

## JANUARY

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

## MARCH

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## MAY

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## JULY

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## SEPTEMBER

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## NOVEMBER

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## FEBRUARY

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## APRIL

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## JUNE

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## AUGUST

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## OCTOBER

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## DECEMBER

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# 2002

## JANUARY

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## MARCH

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## MAY

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## JULY

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## SEPTEMBER

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## NOVEMBER

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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## FEBRUARY

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

## APRIL

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

## JUNE

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

## AUGUST

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

## OCTOBER

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

## DECEMBER

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

# 2003

**JANUARY**

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

**MARCH**

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

**MAY**

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

**JULY**

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

**SEPTEMBER**

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

**NOVEMBER**

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

**FEBRUARY**

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

**APRIL**

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

**JUNE**

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

**AUGUST**

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

**OCTOBER**

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

**DECEMBER**

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

# 2004

## JANUARY

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

## MARCH

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

## MAY

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

## JULY

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

## SEPTEMBER

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

## NOVEMBER

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

## FEBRUARY

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

## APRIL

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

## JUNE

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

## AUGUST

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

## OCTOBER

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

## DECEMBER

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



# 2005

**JANUARY**

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

**MARCH**

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

**MAY**

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

**JULY**

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

**SEPTEMBER**

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

**NOVEMBER**

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

**FEBRUARY**

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

**APRIL**

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

**JUNE**

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

**AUGUST**

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

**OCTOBER**

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

**DECEMBER**

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

## 2006

## JANUARY

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

## MARCH

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

## MAY

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

## JULY

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

## SEPTEMBER

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

## NOVEMBER

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

## FEBRUARY

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

## APRIL

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

## JUNE

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

## AUGUST

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

## OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5		
8	9	10	11	12	1	
15	16	17	18	19	2	
22	23	24	25	26		
29	30	31				

## DECEMBER

S	M	T	W	T	F	S
3	4	5	6	7		
10	11	12	13	14		
17	18	19	20	21		
24	25	26	27	28		
31						

# 2007

## JANUARY

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

## MARCH

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

## MAY

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

## JULY

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

## SEPTEMBER

M	T	W	T	F	S
					1
3	4	5	6	7	8
10	11	12	13	14	15
7	18	19	20	21	22
4	25	26	27	28	29

## NOVEMBER

T	W	T	F	S
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
7	28	29	30	

## FEBRUARY

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

## APRIL

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

## JUNE

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

## AUGUST

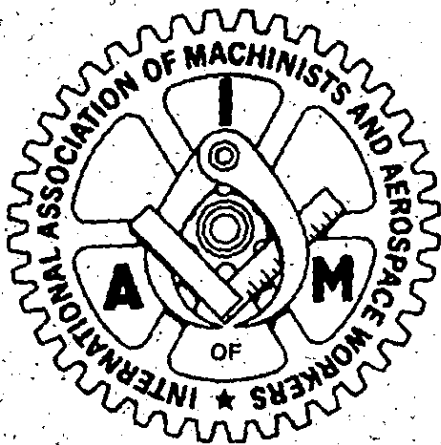
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## OCTOBER

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

## DECEMBER

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



## **SICK CALL PROCEDURE**

**When calling in to report absence,**

**DIAL  
845-7737**

**Be prepared to enter your clock  
number, shift, and reason for absence.**