

R # 3314

eds = 1,800

**NEW HOLSTEIN  
OPERATIONS  
Tecumseh  
Products Co.**

9900

**AGREEMENT**  
Between  
**NEW HOLSTEIN OPERATIONS  
OF  
TECUMSEH PRODUCTS CO.**  
and  
**LODGE 1259  
OF INTERNATIONAL  
ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS  
A.F.L. - C.I.O.**

**July 17, 1998 - July 17, 2002**

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K # 3314

ees = 1,800

## AGREEMENT

This Agreement made and entered into this 17th day of July, 1998 by and between Tecumseh Products Company, New Holstein Operations, New Holstein, Wisconsin, hereinafter called the "Company" and Local Lodge No. 1259 of the International Association of Machinists and Aerospace Workers, A.F.L.-C.I.O., hereinafter called the "Union". This Agreement is entered into by the Union and the Company for the purposes of mutual cooperation, individually and collectively, towards economic welfare of the Company and its employees, economy of operation, safe and sanitary working conditions, safeguarding and protecting property, and in general for the mutual interest of the parties in respect to the furtherance of harmonious, amicable relations.

The parties to this Agreement recognize the responsibility and need for cooperation in order to assure good working conditions and plant safety. The Company and the Union agree, therefore, to cooperate in order to obtain a full day's work from employees covered by this Agreement, to discourage absenteeism, and any practice that will restrict production. The parties agree to cooperate in training of new employees on new jobs, to improve production, eliminate waste in production, improve the quality of workmanship, prevent accidents, and improve safety conditions in order to strengthen good will between the Company, the employee, the Union, and the public.

Duration = 7/17/98 - 7/17/2002

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## ARTICLE I RECOGNITION

**Paragraph 1.** The Company agrees to recognize the Union as the exclusive bargaining agency for its employees (as hereinafter described) at the New Holstein Operations, New Holstein, Wisconsin, and will bargain collectively with the committee representing these employees or with any other accredited representatives of the Union with respect to the rates of pay, wages, hours of employment, and other conditions of employment in accordance with the terms of this Agreement.

**Paragraph 2.** The term "employee" whenever used in this Agreement and for the purposes of this Agreement shall include all production and maintenance employees but shall not include direct representatives of Management such as executives, superintendents, engineers, draftsmen, time study men, timekeepers, office and clerical, medical department employees, shipping and receiving clerks, professional employees, laboratory employees, experimental, guards, watchmen, and supervisory employees.

## ARTICLE II UNION SECURITY

**Paragraph 3.** As a condition of continued employment, all employees hired after the date of this Agreement shall within or at the completion of their probationary period, become and remain members of the Union during the term of this Agreement.

**Paragraph 4.** As a condition of continued employment, all present employees of the Company as of the date of this Agreement shall within thirty (30) days worked become members of the Union and shall during the term of this Agreement maintain their membership in the Union.

**Paragraph 5.** The Company shall not be required to discharge any employee for failure to attain or maintain membership in good standing in the Union unless it shall have received at least a ten (10) day written notice from the Union prior to the time such discharge is demanded by the Union. If the Company discharges any employee upon written demand by the Union, the Company shall not be required, except at its own election to reemploy such employee and if reemployed, such employee shall in all respects become a new employee.

**Paragraph 6.** The Union agrees not to solicit *membership or collect dues, fines, or assessments* during working hours. In consideration thereof, the Company agrees to deduct dues, initiation fees, and assessments as provided herein.

**Paragraph 7.** Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's second (2nd) pay period of the month the initiation fee, dues and assessments payable by him to the Union during the period provided for in said authorization.

**Paragraph 8.** All deductions shall be made from the employee's second (2nd) pay period. The total amount deducted from employee's earnings shall be remitted to the financial secretary of the Union no later than the last working day of the month in which the deduction is made.

The Company shall provide a list to the Union showing the employees and the amount of deduction made from each employee.

**Paragraph 9.** In cases where a deduction is made which duplicates a payment already made to the Union by an employee or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee, or other adjustments, will be made by the Union. The Union will notify the Payroll Department if initiation fees and/or dues are not deducted properly for individuals and the deduction will be corrected the following month.

**Paragraph 10.** It is understood and agreed that the Check-Off must be voluntary and it is agreed that the following Check-Off Authorization shall be used:

### **ARTICLE III COMPANY SECURITY**

**Paragraph 11.** All rights of Management except as limited or modified by this Agreement are retained by the Company. Reciprocally the Union retains the right to manage its own affairs.

**Paragraph 11A.** This Agreement constitutes this entire Agreement. Any amendments, changes or deletions during the term of this Agreement must be put forth in writing and signed by the parties.

**Paragraph 12.**

(A) During the term of this Agreement, the Union agrees that they will not instigate, condone, authorize, or engage in any sit-down, stay-in, unauthorized strike, or

slowdown in the plant nor any other illegal curtailment of work or restriction of production or interference with production of the Company during the duration of this Agreement except as provided in Article III, Paragraph 13.

(B) In case of an unauthorized strike or such other illegal curtailment of work or restriction of production or interference of production, the Union will use its best efforts to get the employees involved back to work and eliminate the same as hereinafter set forth. The Union shall not be liable for any unauthorized strike or any other such concerted activity and the employer waives and foregoes any and all rights it may have under State or Federal laws to hold the Union responsible therefore, provided the Union meets the following conditions:

1. *The Company will advise the Union promptly of the existence of an unauthorized strike or illegal curtailment of work.*
2. *The Union will promptly order its members to return to work and make any further efforts necessary to eliminate the unauthorized or illegal action.*
3. *The Company may take disciplinary action up to and including discharge of any employee or group of employees engaging in or participating in such unauthorized or illegal action, who have been proved as participating in or engaging in such unauthorized action. Any question as to whether an employee participated in or engaged in such unauthorized action may be submitted to the grievance procedure. Any disciplinary action taken by the Company under this procedure must occur within three (3) days after the occurrence of the unauthorized strike or illegal curtailment of work.*

(C) The word "Union" as used in this section shall mean the members of the bargaining committee, the officers, representatives, and agents of Local Lodge No. 1259 and the officers, representatives, and agents of the International Association of Machinists.

**Paragraph 13.**

(A) The Union agrees that so long as this Agreement is in effect there shall be no strike or work stoppage of any of the Company's operations or picketing the Company's plant or premises until all the bargaining and grievance procedure as outlined in Article V of this Agreement has been exhausted, and not less than thirty (30) days have elapsed since Steps 1 to 4, both inclusive, of the said bargaining and grievance procedure shall have been exhausted, and in no case on which the Arbitrator provided for at Step 5 of said bargaining and grievance procedure has power to rule. The Union agrees further that all provisions of the International Association of Machinist's Constitution will be complied with before any strike or work stoppage will take place.

(B) The Company will not cause or sanction a lockout until all the bargaining and grievance procedures outlined in Article V of this Agreement have been exhausted and not less than thirty (30) days have elapsed since Steps 1 to 4, both inclusive, have been exhausted and in no case on which the arbitrator provided for at Step 5 of said bargaining and grievance procedure has power to rule.

**ARTICLE IV  
REPRESENTATION**

**Paragraph 14. Bargaining Committee.** For the purpose of Collective Bargaining and for the grievance procedure, the employees shall be represented by the Union

Bargaining Committee which will consist of not more than six (6) members, one (1) acting as Chairman, who shall be representatives as follows:

(A) One (1) committeeman to represent the machine production group.

(B) One (1) committeeman to represent the sub-assembly and assembly departments.

(C) One (1) committeeman to represent the skilled employees and all other non-productive employees.

(D) Chairman of the Committee.

(E) Two (2) committeemen at large.

**Paragraph 15.** Stewards. Employees shall be represented by stewards as follows:

(A) A steward for each department or line or otherwise in line with the organization and supervision of the plant.

(B) A chief steward may be appointed by the Union on a shift that has less than two (2) committeemen.

**Paragraph 16.**

(A) The Chairman of the Shop Committee will be designated as a full time Union Representative up to a maximum of eight (8) hours per day to handle legitimate representation functions (such as grievance investigation and other contractual responsibilities). The Chairman will not be accompanied by another committeeman except as provided for elsewhere in this Labor Agreement. Any abuses of this provision will result in a return to the previous time limitations. The Chairman when not



functioning as a Union representative should perform his regular job assignment. The hours will be from 8:00 AM until 4:30 PM.

(B) It is agreed that stewards or committeemen shall be permitted the necessary time to handle grievances under their jurisdiction. It is understood, however, that in the event abuses occur involving excessive time away from the job, management shall impose the time limits on stewards, chief stewards, and committeemen as spelled out in the June, 1965 through June, 1968 Agreement.

(C) It is further agreed that stewards, chief stewards and committeemen will notify their supervisor prior to leaving their assigned jobs when handling a grievance by informing their supervisor of where they are going and why (Example: Washer area to investigate grievance number XX). The stewards, chief stewards, or committeemen may be required to wait a reasonable period of time until a replacement is provided; however, in no event shall the supervisor retain the steward, chief steward, or committeeman for more than one (1) hour after a request to the supervisor is made.

(D) The chief steward or committeeman will, when entering a department other than his own, notify the supervisor of such department of his presence and the nature of the Union business.

(E) Stewards and chief stewards will be paid their base or hourly rate of pay for the time spent in accordance with the above procedure. Committeemen will be paid their hourly rate of pay or the timing rate of their classification, in the case of incentive workers, for the time spent in accordance with the above procedure. The Chairman of

the bargaining committee will be paid his hourly rate of pay or, in the case of an incentive worker, his average earnings for the time spent in accordance with the above procedure.

(F) Members of the Bargaining Committee will be permitted to leave their work to attend meetings with Management as provided in the grievance procedure or for the purpose of negotiating a new agreement. Any deviations resulting in the need for time off will be subject to the approval of the Director of Industrial Relations or Department Superintendent. Members of the bargaining committee will notify their supervisor as soon as possible of any meetings as provided for herein that they will attend. Members of the bargaining committee will be paid for time spent in meetings as provided in the grievance procedure and for negotiating a new labor agreement as provided in (E) above, provided the meeting does not extend beyond the committeeman's normally scheduled work hours. No more than four (4) members of the bargaining committee, including the Chairman, shall be paid by the Company for attendance at Step 4 meetings of the grievance procedure.

**Paragraph 17.** No one shall be eligible to serve as a steward or member of the bargaining committee unless he is a senioritized employee of the Company. It is understood and agreed that the Local Union may be represented by International Union representatives or officers of the I.A.M. in any meetings with Management as provided for herein.

**Paragraph 18.**

(A) The Union shall supply the Industrial Relations Manager with a list of its chief stewards, stewards, bargaining committee, and their zone and their local

lodge officers and shall promptly notify the Industrial Relations Manager of any changes in their representatives.

(B) Management for the purpose of the grievance procedure, will promptly notify the Union of the list of supervisors and their jurisdiction with respect to the grievance procedure.

**Paragraph 19.** Accredited representatives for the Union will have access to the plant premises during working hours after notifying the Industrial Relations Manager prior to such visitation and to the offices of the Company by appointment.

## **ARTICLE V GRIEVANCE PROCEDURE**

**Paragraph 20.** For the purpose of this Agreement, the term "grievance" shall mean any dispute between the Company and any employees in the bargaining unit concerning the interpretation, application, claim or breach or violation of the provisions of this Agreement, or any dispute that may arise relative to working conditions. For a grievance to be considered timely, it must be presented within five (5) working days from the date of knowledge. An earnest effort shall be made to settle such grievance in accordance with the following procedure:

**STEP 1.** Any employee or employees having a grievance shall present it verbally to their supervisor and an effort will be made to settle the grievance verbally. The supervisor shall give his answer to the grievance verbally within one (1) work day of the time the grievance is presented to him unless it is agreed mutually to extend this period of time. The employee's steward may be

present if requested by the employee. If the grievance is not settled at this step, then . . .

**STEP 2.** The grievance shall be reduced to writing, signed by the employee, and counter signed by the steward. The steward shall then present three (3) copies of the grievance to the supervisor; and there shall be a discussion of the grievance by the supervisor, steward, and the employee if desired. The supervisor will then give his written answer *within twenty-four (24) hours* to the grievance; and if the grievance is not settled, then . . .

**STEP 3.** The steward shall be given one (1) copy of the grievance, and the supervisor shall keep the original and one (1) copy. The steward will present his copy of the grievance to the proper committeeman or chief steward in the case of the night shift. The supervisor will present his two (2) copies of the grievance to the Department Superintendent.

A meeting will be arranged between the committeeman and the Department Superintendent or his designated representative within twenty-four (24) hours of receipt of the grievance. Meetings at this step will be held at a time which is mutually agreeable to both parties.

The meeting at this step will be held between the committeeman or chief steward in the case of night shift and the department steward if desired and the Department Superintendents. The committeeman involved may be accompanied by another committeeman in place of the steward in cases where the Union considers it necessary and the Department Superintendents is notified in advance. Every attempt will be made through discussion to settle the grievance at this step of the grievance procedure. If no settlement is reached at this step, the Superintendent or

his representative shall, within twenty-four (24) hours of the meeting, give his written answer to the grievance. If the grievance is not settled, then . . .

**STEP 4.** The committeeman or chief steward shall give his copy of the grievance to the Chair man of the bargaining committee. The Factory Superintendent or his representative shall give his two (2) copies of the grievance to the Industrial Relations Manager. The Chairman of the bargaining committee will notify the Industrial Relations Manager within twenty-four (24) hours from his receipt of grievance from the Factory Superintendent or his representative that the grievance is appealed and the grievance will be taken up at the next meeting between the Industrial Relations Manager and the bargaining committee members. Meetings between the Industrial Relations Manager and the bargaining committee will be scheduled weekly or as needed by mutual agreement between the Chairman of the bargaining committee and the Industrial Relations Manager. The Company may have in attendance at this Step of the grievance procedure any other members of Management necessary for discussion of the grievance at this Step. The Union may be represented by an International Union representative or officers in this Step of the grievance procedure. Grievances may be held open at this Step of the procedure by agreement of the parties and in such event shall be heard at the next scheduled Fourth Step meeting. If no settlement is reached, the Company must furnish the Union a written answer within seven (7) calendar days from the date of the meeting. However, it is understood and agreed that either party "shall" if they desire, have the right to submit any unsettled grievance to compulsory arbitration in accordance with Paragraph 24 of this Article. The Industrial Relations Office will supply committee members with minutes of grievance meetings.

**Paragraph 21. Time Study Grievances:** Grievances concerning piece rates shall be handled in the following manner:

**STEP 1.** On any piece rate established, the employee shall make every reasonable effort to make out on the piece rate for a period of ten (10) working days before any grievance may be filed. Adjustments made under the grievance procedure shall be retroactive to the date the piece rate was placed on the job or to a date no greater than ninety (90) calendar days prior to the date the grievance was written, whichever is lesser.

If after such ten (10) day period the employee or employees feel that the piece price is not fair, they will present a grievance to their supervisor verbally. The employee's steward may be present if requested by the employee.

The supervisor will then check the employee or employees to see if the job is being run as timed, that the sequence of operations is correct, and that the proper tooling is being used and quality is being maintained.

If, after the above action is taken by the supervisor, the employee or employees are still dissatisfied, then . . .

**STEP 2.** The grievance shall be reduced to writing, signed by the employee, countersigned by the steward, and three (3) copies presented to the supervisor who shall then give his written answer to the grievance within twenty-four (24) hours from the time the grievance is presented to him.

The supervisor will request the presence of a Company Time Study man to check the piece rate.

The Time Study man will explain his findings to the employee or employees and will give full information and data on the piece rate (including the operator efficiency rating if requested).

If no settlement is reached in this step, then . . .

**STEP 3.** The Time Study Engineer and shop chairman or designee will jointly time study the operation (job) in question. They shall attempt to reach an agreement on all issues (or as many as possible) and shall so note areas of agreement. Where there are areas of disagreement, each shall so list and state the reason for the position they have taken. If requested, the Company will furnish in writing to the Union complete time study data on the job in question.

If no settlement is reached, the grievance will be carried into Step 4, Paragraph 20 of the regular grievance procedure.

(A) Disputes that arise concerning incentive standards may be referred to a referee having Industrial Engineering experience submitted by the Federal Mediation and Conciliation Service as provided in Paragraph 24 (A). The referee shall make an actual study of the disputed time standard and determine whether or not it has been established consistent with the terms of the Labor Agreement and with the methods used by the Company in establishing time standards and whether or not the allowances included in the disputed time standard are consistent with the Company's practice with respect thereto.

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Should the referee find no omissions of time elements, no inconsistencies in developing the disputed time standard, and no clerical errors, he shall declare the dispute withdrawn.

Should the referee find any such omissions, inconsistencies, or errors, he shall detail the same in his findings and provide for the correction thereof on the basis of the Company's established methods, practices, procedures, and the Labor Agreement.

The decision of the referee shall be final and binding to both parties for the term of this Agreement.

**Paragraph 22. Grievance Procedure on Discharges.** No employee shall be discharged, suspended or disciplined without good and sufficient cause. The Union will be notified immediately of all discharges and their reasons.

The Company will notify the proper committee-man of the disciplinary action to be administered and in the event the employee to receive disciplinary action requests the presence of the committeeman, he shall be present but only as an observer at this point.

An employee who is discharged for cause by the Company and who feels that discharge is unjust, may, within five (5) working days, enter a grievance through his steward who will present the grievance to the proper committeeman or chief steward.

Any employee who has been discharged shall, if he so requests, be granted an interview with his shop steward, or committeeman, or chief steward before he is required to leave the plant. The Chairman of the bargaining committee shall notify the Industrial Relations Manager of the grievance, and a hearing will be scheduled for the



employee within twenty-four (24) hours from receipt of grievance. If the Company's answer to the grievance is not satisfactory, the grievance shall then be considered in Step 4 of Paragraph 20 of the grievance procedure and so dated. If no grievance is filed by the employee within five (5) working days of the time he is notified of his discharge the discharge shall be considered final; and no grievance can arise from the discharge at a later date.

**Paragraph 23.** Time limits established in the grievance procedure herein are maximum; and it is the intent of the parties that all grievances will be handled as expeditiously as possible, provided however, that such time limits may be extended by mutual consent of the parties.

**Paragraph 24.**

(A) If a grievance is not satisfactorily adjusted as provided in the grievance procedure at Step 4, Article V, Paragraph 20 it may be submitted to arbitration at the election of either the Company or the Union by giving written notice to the other to that effect, and setting forth the nature of the grievance to be arbitrated within thirty (30) days after the grievance has first reached Step 4, which thirty (30) day period may be extended by mutual agreement between the Company and the Union. Grievances not appealed within thirty (30) days after reaching Step 4, shall be considered settled. The arbitrator who shall hear the grievance shall be selected by mutual agreement between the Company and the Union from a list of seven (7) names submitted to the Company and the Union by the United States Federal Mediation and Conciliation Service. The list of arbitrators will be requested within ten (10) days from date of notice. Selection shall be made by the Company and the Union in rotation, eliminating one name until only one (1) name remains on the list. Selection will be made within ten (10) days of receipt of the list. The person having such name

shall be the Arbitrator. The person selected as Arbitrator shall be immediately notified by the party giving notice and the Arbitrator shall advise the Company and the Union of his fee in advance of the hearing.

(B) The Arbitrator shall, after investigation and hearing of the facts and testimony of the witnesses, and evidence presented, make a decision of the grievance involved within thirty (30) days of the close of such hearing and shall embody such decision in written form, a copy to the Company and the Union.

(C) The Arbitrator shall have no power to add to, subtract from or modify any of the terms or provisions of this Agreement, or to establish or change any wage or wage rate. Any case appealed to the Arbitrator on which he has no power to rule shall be referred back to the Company and the Union without decision by the Arbitrator.

(D) There shall be no appeal from any decision and award by the Arbitrator and such decision and award shall be final and binding on the Union and its members, the employee involved, or employees involved, and the Company; and the Union, the employee or employees involved, and the Company will promptly comply with any such decision and award. The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision and award of the Arbitrator.

(E) The costs and expenses of the Arbitrator (if any) and other costs and expenses as ordered by the Arbitrator shall be borne equally by the Company and the Union. The cost of any transcript of the proceedings before the Arbitrator shall be paid by the party ordering the same.

(F) The provisions of Paragraph (A) to (E), both inclusive, of this Paragraph 24 of this Article V shall not be applicable to grievances concerning piece rates which shall be settled by the provisions of Step 3, Paragraph 21 of this Article V.

**Paragraph 25.** Either party to this Agreement shall be permitted to call witnesses, who are employees of the Company, at each step of the grievance procedure. Each party shall bear the expense of its own presentation. The wages, if any, of the Chairman of the Union bargaining committee and two (2) other committeemen designated by the Union will be paid by the Company provided the arbitration proceedings do not extend beyond their normally scheduled work hours. The wages, if any, of all other representatives of the Union and witnesses called by the Union shall be paid by the Union; wages of witnesses called by the Company shall be paid by the Company. The Company will, if pertinent to the issue at hand, produce on demand, individual employee production, payroll, absentee, overtime and incentive records at each and every step of the grievance procedure for the purpose of substantiating the contention or claim of the party.

**Paragraph 26.** The settlement of all written grievances shall be in writing in words agreeable to both parties and shall be signed by the proper Company and Union officials and shall be binding upon both parties and cannot be changed by any individual.

## ARTICLE VI SENIORITY

**Paragraph 27.** Principles of seniority shall prevail in accordance with terms of this Agreement. Seniority date of each employee shall be determined as provided in this Article and in case of two (2) or more employees on any seniority list with the same date of employment, the employees shall be placed on the list in order of clock number except in the case of two (2) or more employees entering into a skilled seniority list on the same day, in which case individual plant-wide seniority shall govern. In the event the plant-wide seniority is equal, they shall be placed on the skilled seniority list by clock number.

**Paragraph 28.** New employees shall be considered as probationary employees for the first thirty (30) days worked and after completion of said thirty (30) days worked, will be placed on the proper seniority list. It is understood that the employee is on trial during this probationary period and that the Company shall have the right to layoff or discharge any probationary employee and no grievance shall arise therefrom. It is agreed that the Company may request an additional probationary period for an employee; and if the Union agrees to it, the status of the employee will remain that of probationary employee for that period of time.

**Paragraph 29.**

(A) There shall be three (3) plant-wide seniority lists for seniority purposes.

The employee's date of seniority in his particular list to be the date the employee started in the plant. These lists shall be designated "A", "B", and "C".

1. Plant-wide "A" list includes all productive machine operators.
2. Plant-wide "B" list includes all productive assembly employees.
3. Plant-wide "C" list includes all other employees except those in the skilled classifications.

F: Flexible Machining

G: Enduro Assembly

J: Skilled Jobs, and

T: Skilled Trades

(B) Permanent layoff from the three (3) plant-wide lists shall be made as follows in each list:

1. Probationary employees in the "A", "B", and "C" lists shall be laid off first, then . . .
2. Employees will be laid off from their respective classification on the basis of seniority, then . . .
3. Employees displaced from their classification within one of the above lists and who have sufficient seniority to remain in their particular plant-wide list shall displace the employees with least seniority in their respective plant-wide list provided they have the ability to do the job, then . . .
4. Employees who do not have sufficient seniority to remain in their respective "A", "B", or "C" list shall be transferred to fill the jobs vacated by layoff, which must continue to operate, within "A", "B", or "C" providing they have the necessary plant-wide seniority to do so.

(C) Seniority permitting, employees laid off or transferred under the above procedure, when recalled, shall whenever possible, be placed on the job they left prior to such layoff or transfer.

**Paragraph 30.** Employees working in a Skilled Jobs classification as shown in Appendix "A" shall have skilled seniority in their respective classification. Employees entering a Skilled Jobs classification after June 30, 1971, shall have skilled seniority as of the date the employee started in the plant. However, employees in the particular Skilled Jobs classification prior to June 30, 1971, shall not be displaced by employees entering the particular Skilled Jobs classification after June 30, 1971. When advanced into a higher classification or in case of a layoff when going into a lower classification, he shall continued to accumulate his skilled seniority.

(A) Except as provided above, employees in the Skilled Jobs classifications shall be laid off on the basis of classification seniority, then . . .

(B) An employee in inspection may displace the lowest senioritied employee in the next lower inspection classification, provided he can do the work within 10 working days and has more seniority than the employee he is displacing (Layout, Gauge Checker, Final Products Inspector, Line and Receiving Inspector). The other classifications within the Skilled Jobs classification will be reduced by seniority in their respective classification only.

(C) Skilled Jobs employees who are laid off under Paragraph 30 (A) and (B) above and who do not have sufficient seniority to remain within their respective

Skilled Jobs classification shall displace the lowest senioritied employee in plant-wide list "A", "B", or "C" provided they have the necessary plant-wide seniority to do so.

**Paragraph 31.** Employees working in a Skilled Trades classification as shown in Appendix "A" shall have skilled seniority in their respective classification. Apprentices shall attain skilled seniority in their respective classification upon completion of seventy-five percent (75%) of their required indentured hours. Seniority date within the classification to be the date he entered the particular Skilled Trades classification. When advanced into a higher classification or in case of a layoff when going into a lower classification, he shall continue to accumulate his skilled seniority.

(A) Employees in the Skilled Trades classifications shall be laid off on the basis of classification seniority, then . . .

(B) Employee in Tool Room may displace the lowest senioritied employee in the next lower classification in Tool Room, provided he can do the work and has more seniority in Tool Room than the employee he is displacing (Tool Fixture and Gauge Maker, Tool Room Liaison, Tool and Cutter Grinder). Same procedure for Electricians (Master Maintenance Electrician, Electrician). The other classifications within the Skilled Trades classifications will be reduced by seniority in their respective classification only.

(C) Skilled Trades employees who are laid off under Paragraph 31 (A) and (B) above and who do not have sufficient seniority to remain within their respective Skilled Trades classification shall displace the lowest

senioritized employee in plant-wide "A", "B", or "C" provided they have the necessary plant-wide seniority to do so.

**Paragraph 32.** During a reduction in work force, an employee assigned work as provided in Paragraphs 29, 30 and 31 on which he has no previous experience, will be afforded a reasonable period of time to become familiar with the job. If after a trial period, it is agreed to by the Human Resources Manager, or his designee, and the Chairman of the Bargaining Committee or his designee, that such employee is not capable of performing the work, he shall be assigned to available work he can perform, seniority permitting, and if no such work exists he shall subject himself to layoff and be subject to recall only when his seniority allows him to return to his plant-wide "A", "B", "C" or Skilled lists.

If an employee is on a job in his particular plant-wide "A", "B", "C" or Skilled list and is laid off per Paragraph 32, the employee shall be bypassed for recall should that job become open at a later date unless satisfactory evidence is presented to the Company that the employee can now perform the job.

**Paragraph 33.** An employee, whose job is directly affected by a reduction in force, choosing a layoff in lieu of a job assigned him during such reduction in force shall:

(A) Be subject to recall only when the seniority list is exhausted, or

(B) Be subject to recall, when his special skills are, by mutual agreement, needed.



(C) All voluntary layoffs will be subject to recall in reverse order of the voluntary layoff, after the seniority list is exhausted.

**Paragraph 34.** Employees who have been laid off under the layoff procedure shall be recalled in reverse order of layoff. Employees shall be notified of recall by telephone and if not contacted by telephone, a certified letter must be sent. Employees who do not report for work within three (3) working days of receipt of recall notice shall be dropped from the seniority list unless reasonable excuse is furnished. It shall be an employee's responsibility to notify the Company of any change of address, and the Company will be responsible only for notifying an employee at the address shown on Company records.

**Paragraph 35.**

(A) During periods of temporary material shortages, breakdown of machinery or equipment, acts of God, changes in customer requirements, or emergency conditions beyond the control of the Company which result in part time operations not to exceed two (2) working days in any one period, unless extended by mutual agreement and reduced to writing, employees will be laid off as the operation they are currently working on is temporarily discontinued. In the event a temporary shutdown extends beyond two (2) working days, unless this period has been extended by mutual agreement, this paragraph will become inoperative and the provisions of the layoff and recall sections will be followed.

(B) When the Company is taking inventory, they may assign employees in the machine shop and assembly areas to work with regard to their ability to do the job first and then in regard to seniority. Those employees signing up for miscellaneous inventory, as in the warehouse, will

be selected on the basis of seniority. Where the Company feels an employee is not qualified for such miscellaneous inventory, the case will be discussed with the Union. The Company will notify the Union as far in advance as possible of the taking of inventory.

**Paragraph 36.** In order to maintain efficient working forces and should business conditions necessitate a reduction of the normal work schedule below forty (40) hours per week, the Company may in the interest of maintaining a trained production force and to satisfy the needs of its customers, reduce operations from forty (40) to a minimum of thirty-two (32) hours per week. Such reduction will be for a period not to exceed four (4) weeks in any one contract year. If the reduced schedule is contemplated beyond this period, consideration will be given to laying off employees. Any extension beyond the four (4) week period will be by mutual agreement and for a specified duration.

**Paragraph 37.** When new jobs are created or vacancies occur in a classification, any employee with ninety (90) calendar days or more seniority may bid for such job. All postings shall set forth the description of the job, the machine number where applicable, the line, the shift and the rate of pay. Such jobs shall remain posted for a period of twenty-five (25) hours; 3:00 PM one day until 4:00 PM the following day. The successful bidder shall be notified in writing that he has been awarded the posted job within two (2) working days of the date the posting is removed from the bulletin boards.

**Paragraph 38.** The bidding procedure outlined above shall apply when all employees who are actively working have been returned by seniority to that particular classification. The vacancy to be posted must be that of

an employee who at the time of quit, death, discharge without reinstatement, or retirement was working on his own permanent job or must be a new job which had not been posted previously. Successive openings, the vacancies caused by the employee winning the bid leaving his own job, shall be posted only if such employee was working on his permanent job.

**Paragraph 39.** Where a job has been posted and no bids are received, the Company is not obligated to repost such job for a period of thirty (30) days. The Company may hire a new employee for such job and this shall become his job should he successfully complete his probationary period.

**Paragraph 40.** Successful bidders shall be transferred to the job they have been awarded within seven (7) working days. Seniority on the job awarded shall be effective as of the date the job was posted.

**Paragraph 41.** In the event the successful bidder is not transferred within the specified period he shall, in the case of a transfer to a day rated job, receive the rate of the job awarded or the rate of the job performed, whichever is higher, for all hours he works thereafter until the transfer is effected. In the case of a transfer to an incentive job not being effected within the specified period, the successful bidder shall receive the timing rate of the job awarded or the base rate of the job performed, whichever is higher, for each day he works thereafter until the transfer is effected.

**Paragraph 42.** Should an employee bid for a job and is granted such job and found after a reasonable training period, not to exceed ten (10) working days, that he cannot perform in such posted position, he shall revert back to the job held before being granted the posted job. The ten (10) working day training period may be extended by mutual

agreement between the employee, Company and the Union, but with the understanding by the employee that if at the expiration of such extension he still cannot perform in the posted position, he shall not return to the job held before being granted the posted job, but must accept an available job. Should an employee bid for a posted job and be awarded such job, he may request, within a ten (10) working day period, to return to his former job and such request will be granted. After ten (10) working days on the job awarded, he shall not be permitted to return to his former job.

The company will if within thirty (30) days of the posting, award the job to the next eligible bidder, if any, consistent with other provisions of the contract. Upon request, the company shall supply to the union a list of all bidders, by seniority, for the job posting in question. Jobs not filled within thirty (30) days, shall be reposted, if necessary.

**Paragraph 43.** In order to be eligible to bid, an employee must have at least ninety (90) calendar days of seniority, must not have bid and been granted a job during the past five (5) months, nor have been disqualified after a reasonable trial period from any job during the past three (3) months, nor have refused a job awarded to him under this system during the past three (3) months.

(A) Employees to bid for a Skilled Job or Skilled Trade must have previous experience on the type of job he is bidding for or the equivalent thereof.

1. The Industrial Relations Manager will check the job applicant and will give his approval if applicant meets the requirements for the job bid.

**Paragraph 44. Shift Preference.** An employee requesting work on a shift other than the one on which he is working and within his present job classification shall complete and file with the Industrial Relations Office a form provided for that purpose. Such form shall remain on file for a period not to exceed five (5) months and may be reinstated by the employee. An employee to be eligible to file a shift preference form for his classification must have completed five (5) months' seniority and must not have been transferred under this shift preference clause within the past five (5) months. An employee will never be able to displace another employee by use of his shift preference, but shall only be eligible for vacancies or new jobs that might occur except in case of layoffs or as defined in Paragraph 38.

**Paragraph 45. Loss of Seniority.** An employee shall lose his seniority and right to be on the seniority list for the following reasons:

(A) He quits or retires.

(B) He is discharged and not reinstated.

(C) He does not return to work when recalled from layoff unless he notified the Company within three (3) working days from the time of his receipt of notice to report for work or furnishes a satisfactory reason for not reporting.

(D) If an employee has not accrued one (1) year of service with the Company and is absent due to layoff or sick leave for a continuous period of one (1) year.

(E) If an employee has completed in excess of one (1) year of service with the Company and is absent due to

layoff or sick leave for a continuous period in excess of said employee's length of service with the Company or for more than four (4) years.

(F) If the employee is absent from work for more than three (3) consecutive work days without notifying his or her supervisor or the Company office and obtaining approval for such absence unless it is physically impossible to do so; however, approval will not be denied if the reason is legitimate.

(G) Accepts other full-time employment while on leave of absence.

**Paragraph 46.** Within sixty (60) days following the date of this Agreement, the Company will post on the bulletin board the seniority lists as provided for in this Agreement. The Company will give to the Chairman of the bargaining committee a copy of these seniority lists which will include employee's clock number. Any employee who feels that he is not given proper seniority under these lists will bring this to the attention of the bargaining committee who will notify the Company within thirty (30) days from the date of posting. Thereafter the Company shall post every four (4) months seniority lists and at the same time give the Chairman of the bargaining committee copies of these seniority lists.

**Paragraph 47.** Members of the Union bargaining committee shall, while they remain such, head the seniority list for the purposes of layoff and recall only, and then after they cease to be such, shall be returned to their regular place on the seniority lists.

**Paragraph 48.** In the event that any employee who has been or may in the future transfer to a position with New

Holstein Operations not covered by this Agreement and later returns to a position covered by this Agreement, such employee shall be credited for seniority purposes with a period of time equal to all continuous employment with the Company dating from his most recent hire date in a position covered by this Agreement through the first six (6) months of his employment in a position not covered by this Agreement. At the time he returns to a position covered by this Agreement, his seniority date shall be adjusted accordingly. Should such an employee elect to remain a member in good standing with the Union, there shall be no objection by the Company.

Further, the Company agrees that in instances where an employee elects to return to a job within the bargaining unit, there shall be no discrimination in any manner against such an employee. In the event, however, where an employee is transferred to a position outside of the bargaining unit and subsequently returns to the bargaining unit, he shall not revert back to the job previously held but shall accept an available job. In the absence of an available job, he shall exercise his seniority to replace a probationary employee. If there are no probationary employees, he shall replace the employee with the least plant-wide seniority.

**Paragraph 49.** Temporary transfer of employees to other work or shifts than their regular job or shift may be made in emergencies for the purpose of maintaining a balanced work crew, efficient operation, and to meet customers' demands, giving due consideration to seniority status of the employee involved.

**Paragraph 50.** Such temporary shift transfer shall not exist for a period of more than thirty (30) calendar days during any fiscal year per employee.

**Paragraph 51.** Employees who are temporarily transferred will accumulate seniority in their original seniority group during time of their transfer.

**Paragraph 52.** Any extension of such temporary transfer shall be permissible by mutual consent of the parties.

**Paragraph 53.** Employees transferred in accordance with the provisions of Article VI, Paragraph 49, such employees shall receive pay equal to that which he would have earned had such transfer not been made.

**Paragraph 54.**

(A) Temporary leaves of absence for personal reasons not to exceed ninety (90) days in any one (1) calendar year may be granted to employees if agreed to by the Company. An employee must submit the request in writing stating the reason for the leave. Leaves of this nature may be extended by the Company. The Union will be notified of any such absence and will receive a copy of all leaves of absence and disposition of same.

(B) Any employee who is off work for more than three (3) days because of illness shall be required to secure a leave of absence signed by a physician. Such leave of absence shall be extended for a maximum of thirty (30) days at any one time and may be renewed for subsequent thirty (30) day periods.

(C) A female employee will be granted a leave of absence for reasons of pregnancy if she is unable to perform her work for medical reasons due to her pregnant condition. After three (3) months of pregnancy, the employee must furnish the Personnel Office a statement from her attending physician indicating the probable date



of delivery. The employee may be allowed to continue work provided that in the opinion of her physician she is physically able to continue working, she has the physical ability to perform her job and her absenteeism is not excessive. When the employee is no longer physically able to continue working, she will be placed on a maternity leave of absence. The employee is to report for work within thirty (30) days from the date of delivery provided she is physically able. An extension beyond this period shall be granted provided the employee submits satisfactory medical evidence from her attending physician requesting additional time off because she is physically unable to return to work.

(D) Military Leave. It is agreed that employees entering Military service shall be granted all the rights under the Selective Service Act as amended. It is further agreed that National Guardsmen or Army reserve will be granted leaves of absence for any summer training required upon proper application by the employee for the leave of absence.

(E) Upon written request, the Company will grant any Union member a leave of absence without loss of seniority when elected or appointed to a Union office, or when selected as a delegate of the Local Lodge or of the International Union. Such leaves will cover the duration of time in which the employee is actively performing the duties of such office.

(F) All employees who are granted leaves of absence under any of these provisions will have their seniority accumulated during such leave and shall return to the original job they left, provided seniority permits. Should the original job have been discontinued, they shall receive one of like status and pay, provided their seniority and ability permit.

(G) All employees returning from any of the above leaves of absence provisions shall give the Company three (3) working days notice prior to their being allowed to return to work.

## **ARTICLE VII HOURS OF WORK AND RATES OF PAY**

**Paragraph 55.** The regular work week shall be forty (40) hours per week, eight (8) hours per day, five (5) days per week, Monday through Friday, and there shall be a specified starting and quitting time for each shift for each employee. This does not constitute a guarantee by the Company of hours per day or per week. The Company may schedule employees to work reasonable overtime and employees are expected to work overtime as required, unless they furnish a reasonable excuse for not working.

**Paragraph 56.** Unscheduled or short notice overtime shall be assigned on the basis of machines or lines that are required to work overtime. Those employees performing the jobs on which the overtime is required will be given the opportunity of working such overtime. Should the employee who performs the operation on which the unscheduled overtime is required refuse the overtime assignment, the Company shall select the senior qualified employee within the particular line where the overtime is required and then the senior qualified employee in a line similar to that in which the overtime is required. The Company shall select employees from the same seniority list (A, B, C, or Skilled) before going to another seniority list for replacement of employees refusing unscheduled overtime. The least seniority employee in the classification shall be required to perform the job should the other employees provide reasonable excuse for refusing.

**Paragraph 57.** The pay week shall start the first shift on Saturday morning and shall end on Friday one (1) week later.

**Paragraph 58.** For purposes of pay, Monday at first shift starting time until Tuesday at first shift starting time shall constitute Monday, etc., for each day for the rest of the week.

**Paragraph 59.** In the event it becomes necessary to change the present schedule of hours, the convenience of the employees will be given consideration before making such change and it is understood that no such change will be made prior to an understanding being reached with the Union.

**Paragraph 60.** The Company will establish a ten (10) minute rest period in the first four (4) hours of an employee's shift and a ten (10) minute rest period in the second four (4) hours of an employee's shift. Employees scheduled to work overtime will be granted an additional five minute rest period for each overtime hour worked. Each period/periods will be scheduled at a time convenient to operations.

**Paragraph 61.** When there are three (3) shifts working on a job and the Company does not require overlapping, employees affected will be allowed a fifteen (15) minute paid lunch period at base or hourly rate. Third (3rd) shift employees with the exception of tank cleaners, shall have a regularly scheduled work shift of eight (8) hours per day and shall be allowed a fifteen (15) minute paid lunch period at base or hourly rate. Management reserves the right to schedule this paid lunch period at a time convenient to operations.

**Paragraph 62.**

(A) Overtime rate at time and one-half (1½) the employee's hourly rate will be paid for the following:

1. All work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) work week.
2. All work performed on Saturdays which is hereby defined to mean a twenty-four (24) hour period beginning at 7:00 AM on Saturday and ending at 7:00 AM on Sunday following such Saturday.
3. All work performed by an employee prior to the beginning of and after the end of his regularly scheduled shift.

(B) Overtime rate at double (2) the employee's hourly rate will be paid for the following:

1. All work performed on Sunday and for all hours performed by first shift employees working prior to their 7:00 AM shift, which is hereby defined to mean a twenty-four (24) hour period beginning at 7:00 AM on Sunday and ending at 7:00 AM on the Monday following such Sunday, except for employees performing work prior to the beginning of their regularly scheduled shift on Monday in which case (A) 3. above shall apply.
2. All work performed on recognized holidays of this Agreement and for all hours performed by first shift employees working prior to their 7:00 AM shift, which is hereby defined to mean a twenty-four (24) hour period beginning at 7:00 AM of the day of the holiday, and ending at 7:00 AM on the day following the holiday.

3. All time worked in excess of twelve (12) hours in any twenty-four (24) hour period. If any employee is required to work on Saturday, the Company shall notify the employee that he will be required to work on Saturday at the end of his shift on Thursday if reasonably possible but in no event later than noon of the Friday preceding such Saturday.

**Paragraph 63.** It is agreed that there will be no pyramiding in the computation of overtime hours.

**Paragraph 64.** Assignment of scheduled over time work will be on the basis of machines or lines that are required to work overtime. Employees working on the job in which the over time is required shall work overtime unless they furnish a reasonable excuse for not working. The Company will work overtime consistent with customer requirements. The Company will attempt to equalize overtime between the shifts if possible. It is understood that such equalization is not always possible and can only be accomplished when Saturday overtime is prevalent.

**Paragraph 65.** In addition to the regular rate of pay, twenty cents (\$.20) per hour shall be added for all work performed on the second (2nd) shift, and twenty-five cents (\$.25) per hour shall be paid for all work performed on the third (3rd) shift. Employees who work overtime into another shift shall be paid only on the basis of their assigned shift.

**Paragraph 66.**

(A) Except in the case of damage to the plant, failure of power, or heat which causes the closing of the plant, any employee who reports for work on his regular shift and no work is available or is sent home because of lack

of work on his job shall receive four (4) hours pay at his regular hourly or base rate, in accordance with all overtime and holiday provisions of this Contract; provided however, that if the Company pays report-in pay, it may require the employee to work four (4) hours at any available work.

(B) In the event of inclement weather such as snowstorms, etc., the Company shall not be liable for report-in pay to employees on the particular shift which is called off because of such inclement weather provided one (1) hour notice has been given either before or during the shift. Should the Company want to continue certain operations and qualified employees are willing to remain at work, such operations may be continued.

(C) Employees called in for work outside of their normal shift shall be guaranteed two (2) hours pay at the applicable rate. Such employees must be actually called in from outside the plant. It is not Management's intention to reassign to other work those employees called in from outside the plant to perform emergency work should such work be completed within the guaranteed two (2) hours.

**Paragraph 67.** When an employee is temporarily transferred for the convenience of the Company, an incentive worker shall receive, while working in the classification to which he is transferred, (i) the piece rate of the job to which transferred, (ii) his indirect rate, (iii) in the case of a transfer to a non-incentive job, the rate in the range of rates for such classification which he would have received had he been working in such classification for a period of time equal to his seniority at the time of transfer, or (iv) earnings as provided in Paragraph 53 of the present Agreement should such paragraph apply, whichever is greater. A non-incentive worker transferred

for the convenience of the Company shall receive, while working in the classification to which he is transferred, (i) his own hourly rate, (ii) the piece rate of the job to which transferred, or (iii) the indirect rate of the incentive job to which transferred, or (iv) in the case of a transfer to a non-incentive job, the rate in the range of rates for such classification which he would have received had he been working in such classification for a period of time equal to his seniority at the time of transfer, whichever is greater.

The above provision shall not apply to temporary set-up work. When an employee is utilized on temporary set-up on his own machine or group of machines, he shall be paid the bottom rate of the set-up classification. When an employee is utilized on temporary set-up on a machine or machines other than he normally operates, he shall be paid in the set-up classification in accordance with his plant-wide seniority.

**Paragraph 68.** Pay day shall be prior to the mid-shift lunch break on Friday to employees on the first (1st) and second (2nd) shift. Employees shall be paid during working hours. The Company will attempt to pay third (3rd) shift employees during Thursday evening. If a holiday falls on Friday, pay day will be the Thursday preceding that Friday.

**Paragraph 69.** The Company and the Union agree to the wage rates set forth in APPENDIX "A" attached hereto and made a part of this Agreement. Wages shall be paid and administered as set forth in the APPENDIX "A".

**Paragraph 70.** Whenever during the life of this Agreement the Company establishes any new jobs, the base rate of pay and the classification of such new job shall be comparable to jobs of a like nature presently existing. In the event of a dispute over such new rate or classification, the established rate shall apply until such time as the Company and Union satisfactorily negotiate a new rate and classification. If the negotiated rate is higher than the Company established rate, it shall be applied retroactively to the date the job was created.

## **ARTICLE VIII HOLIDAY PAY**

**Paragraph 71.** Eligible employees shall be paid for the following holidays.

### **1998**

Friday, September 4  
Monday, September 7  
Thursday, November 26  
Friday, November 27  
Thursday, December 24  
Friday, December 25  
Thursday, December 31

### **1999**

Friday, January 1  
Friday, April 2  
Friday, May 28  
Monday, May 31  
Friday, July 2  
Monday, July 5  
Friday, September 3



Monday, September 6  
Thursday, November 25  
Friday, November 26  
Friday, December 24  
Monday, December 27  
Friday, December 31

**2000**

Monday, January 3  
Friday, April 21  
Friday, May 26  
Monday, May 29  
Monday, July 3  
Tuesday, July 4  
Friday, September 1  
Monday, September 4  
Thursday, November 23  
Friday, November 24  
Monday, December 25  
Tuesday, December 26

**2001**

Monday, January 1  
Tuesday, January 2  
Friday, April 13  
Friday, May 25  
Monday, May 28  
Wednesday, July 4  
Friday, August 31  
Monday, September 3  
Thursday, November 22  
Friday, November 23  
Monday, December 24  
Tuesday, December 25  
Wednesday, December 26  
Monday, December 31

2002

Tuesday, January 1  
Friday, March 29  
Friday, May 24  
Monday, May 27  
Thursday, July 4  
Friday, July 5

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**Paragraph 72.** To be eligible to receive holiday pay, an employee must have worked the last scheduled day prior to, and the next scheduled day after, such holiday. The foregoing restriction shall not be applicable where an employee is excused by Management after presentation of a legitimate and reasonable cause, or where

(A) An eligible employee who has been laid off or goes on an approved sick leave or military leave of absence prior to a specified holiday, but during the week in which the holiday falls, or the week prior to the holiday, shall receive pay for such holiday, if ineligible for S & A benefits for the holiday.

(B) An eligible employee returning from an approved sick leave or military leave or layoff after a specified holiday but during the week in which the holiday falls, shall receive pay for such holiday provided he works the first day he is scheduled to work following such holiday, providing he is ineligible for S & A benefits for the holiday.

**Paragraph 73.** It is agreed between the International Association of Machinists, Local Lodge No. 1259, and the New Holstein Operations of Tecumseh Products Company that employees to be eligible for holiday pay must have completed four (4) months of employment with the Company.

**Paragraph 74.** Holiday pay shall be eight (8) times the individual employee's straight time hourly rate or in the case of piece rate workers, his indirect rate plus fifty cents (\$.50) per hour.

## **ARTICLE IX VACATIONS**

**Paragraph 75.** This vacation plan will be effective for the year of July 17, 1998 and thereafter.

**Paragraph 76.** Employees will be paid vacation pay at their regular hourly rate in the case of non-incentive hourly rated employees. Employees on piece rate shall be paid at their average straight time hourly rate as determined by the last quarterly Social Security report (January-February-March). Employees who are normally incentive employees and are temporarily transferred from their normal jobs during April and May as a direct result of a reduction in force shall have their vacation rate for that year calculated at their average straight time hourly rate during the above mentioned quarter (January-February-March).

**Paragraph 77.** Employees who are on the seniority list as of June 1, and meeting the following requirements shall be given vacations with pay as provided herein.

(A) Employees who have at least six (6) months seniority, but less than one (1) years seniority and who have worked five hundred (500) hours in the year prior to June 1, shall be eligible for three (3) days vacation with twenty (20) hours pay.

(B) Employees who have one (1) years seniority, but less than three (3) years seniority and who have worked at least one thousand (1,000) hours in the year prior to June 1, shall be eligible for one (1) weeks vacation with forty (40) hours pay.

(C) Employees who have at least three (3) years seniority, but less than eight (8) years seniority and who have worked at least one thousand (1,000) hours in the year prior to June 1, shall be eligible for two (2) weeks vacation with eighty (80) hours pay.

(D) Employees who have at least eight (8) years seniority but less than twelve (12) years seniority and who have worked at least one thousand (1,000) hours in the year prior to June 1, shall be eligible for three (3) weeks vacation with one hundred and twenty (120) hours pay.

(E) Employees who have at least twelve (12) years seniority, but less than twenty-five (25) years seniority and who have worked at least one thousand (1,000) hours in the year prior to June 1, shall be eligible for four (4) weeks vacation with one hundred and sixty (160) hours pay.

(F) Employees who have twenty-five (25) years' seniority or more and who have worked at least one thousand (1,000) hours in the year prior to June 1, shall be eligible for five (5) weeks vacation with two hundred (200) hours pay.

(G) Employees eligible under B, C, D, E and F above in all respects except not having worked the required number of hours shall be eligible for one-half (1/2) of the vacation pay provided they work at least one-half (1/2) of the hours required prior to June 1.

(H) Those employees with over two weeks of vacation may request to take one week in daily increments. Full week vacations will be scheduled first and requests for daily vacation will be scheduled at the discretion of the Company based upon production demands.

**Paragraph 78.** Military service shall be considered for vacation eligibility as follows:

If the employee has been actively employed by the Company in the current vacation year ending June 1 of any calendar year, he shall be permitted to utilize his military service time during the calendar year at the rate of forty (40) hours per week toward vacation eligibility hours provided he was an active employee of the Company prior to entering such military service.

**Paragraph 79.** The Company will make every effort to close the plant for vacation purposes the last two (2) weeks of July. If in any year it is necessary to close the plant for vacation during a different period, the Union and employees will be notified as far in advance as possible, but no later than March 1.

**Paragraph 80.** If the plant is not closed for vacation, then employees shall take their vacation, any time subsequent to June 1. Employees will so far as possible be given time off for vacation at their convenience and with consideration of employee's seniority but Management will retain the final right of allotment of vacation time so that an orderly operation of the plant is maintained.

**Paragraph 81.** Employees required to work during the plant scheduled shutdown period shall be privileged to take their vacations at a time that is convenient to the

employee, giving consideration to the orderly operation of the plant. In such cases where two or more employees request the same week, and such consideration shall hamper the plant operation, the employee with the greatest seniority will be given first preference.

**Paragraph 82.** Employees who have acquired more than two (2) weeks vacation may, by prior arrangement with the Company, take such additional vacation at their convenience within any subsequent period after June 1st, in accordance with Management's right of allotment as provided in Paragraph 81.

**Paragraph 83.** Employees will be paid their vacation pay at the time of their vacation. Vacations must be taken each year by an employee who is eligible for vacation. Any vacation pay not received as of May 31st (the end of the vacation year) will be paid at that time.

**Paragraph 84.** Employees who retire, and/or employees who quit because of health reasons or industrial injuries, shall receive prorated vacation pay. Heirs, or estates, shall receive prorated vacation pay of deceased employees.

## **ARTICLE X INCENTIVE SYSTEM**

**Paragraph 85.** The Company has established and while this Agreement remains in effect, will maintain an incentive system pursuant to which incentive rates will be set in accordance with the subsequent provisions of this Article.

**Paragraph 86.** The Company shall establish a production standard as soon as practical on all jobs that

the Company determines suitable for time standards on either an individual or group basis, both direct and indirect labor. The time standards will be established on the basis of fairness and equally consistent with the quality of workmanship, efficiency of operations, and the reasonable working capacities of normal operators.

Standards will be determined based upon the time, including necessary allowances, required to do a given operation using specified tools, equipment and materials, working to definite specifications and based upon the operator expending 120% effort. Indirect standards will be based upon the employee being utilized 100% while performing at 100% effort.

**Paragraph 87.** To the time of the operation will be added five percent (5%) for personal time and a minimum of five percent (5%) fatigue allowance on all manual work elements. Machine, tool, and unavoidable delay factors are recognized by the parties as variances and will vary from one machine or job to the other. It is agreed that adequate allowance will be made for these variances as required.

**Paragraph 88.** In computing the production of an operation, a fifty-eight point fifteen (58.15) minute hour will be used. This fifty-eight point fifteen (58.15) minute hour is arrived at by subtracting from the sixty (60) minute hour the allowed time for one (1) rest period and for machine and area cleaning time as the following example illustrates:

60.00 minute hour  
-1.25 minute (10.00 ÷ 8 = 1.25 minutes rest period)  
-.60 minute (1% clean-up 4.8 ÷ 8 = .60 minute)  
  
58.15 minute hour

**Paragraph 89.** The fifty-eight point fifteen (58.15) minute hour divided by the time of the operation equals 120% production per hour. The piece rate for the operation is computed by dividing the timing rate of the operation by the 120% hourly production as illustrated by the following example: This example will change as the timing rate changes.

**Timing Rate Computation Example  
(\$10.68 Drill Press)**

Element No. 1 Unload and load fixture .....	.0917
Start Cycle	
.1000 average time x 110% leveling	
.1100 normal time which in turn divided by	
120% = 120% time	
Element No. 2 Cycle .....	.1200
Element No. 3 Gauge .....	.0025
Element No. 4 Tool Time .....	.0025
Element No. 5 Stock Handling .....	.0010
 Total Time .....	 .2177
(Manual work elements)	
5% Personal .....	.0109
5% Fatigue .....	.0049
 Total Allowed Time .....	 .2335

58.15 minute hour ÷ .2335 = 249 pieces

\$10.68 timing rate ÷ 249 pieces = .04289 piece rate



(A) The following method will be used to establish line balances and compute piece rates for assembly.

Example:  $480 \text{ Min.} \div .2280 \text{ L/Spd.} = 2105 \text{ pcs.}$   
 $2105 \text{ pcs.} \div 1.0850\% = 1940 \text{ basic}$   
schedule  
 $\$10.68 \text{ Timing Rate} \times 8 \text{ hrs.} = \$85.44$   
 $\$85.44 \div 1940 \text{ pcs.} = .04404 \text{ piece rate}$

**Paragraph 90.** The base rate for each respective job classification shall be the only guarantee for each hour worked, except as otherwise in this Agreement expressly provided.

**Paragraph 91.** Operations or jobs may be retimed provided that changes in materials, tools, jigs, fixtures, methods, equipment, etc., are made by the Company and such changes increase or decrease the amount of time required to perform said operations or jobs. Only the portion of the job affected by the change of condition shall be restudied and the standard adjusted accordingly.

**Paragraph 92.** In case a mathematical error made in computing the time standard is discovered on an established time standard, it shall be corrected.

**Paragraph 93.** Feeds and speeds on machines and conveyors shall be specified by the Methods and Processing Department and shall not be altered or changed by any person without express or specific approval of such department. An employee working on any job involving any machine or conveyor on which speeds or feeds are changed shall be notified of such change promptly after it is made.

**Paragraph 94.** When a job is to be retimed as provided herein, then a "Request" for Time Study form shall be filled out by the supervisor responsible for the operation and given to the Time Study Department. The original and one (1) copy shall go to the Time Study Department and the supervisor shall retain one (1) copy. It is then the responsibility of the Time Study Department to correct the time standard of the operation.

**Paragraph 95.** The time study observer shall inform the worker at the time a time study is to be made on his operation. A worker being time studied shall perform his operation in accordance with the supervisor's instructions and shall otherwise cooperate to give a performance which is honest and representative of the actual conditions of the operation. Where the operator does not meet these requirements, the time study may be stopped. The timing of all jobs shall be by stopwatch.

**Paragraph 96.** QUALITY WORKMANSHIP IS REQUIRED and any employee willfully producing an inferior product or failure to periodically see that tolerances on the job are maintained may subject himself to disciplinary action by the Company up to and INCLUDING DISCHARGE. A work cycle governing such checking is provided for in the time study rates where required.

**Paragraph 97.** An incentive job that has no piece rate will be paid for at indirect rate for the first thirty (30) operating days. If no piece rate is established by the end of thirty (30) operating days, the job will be paid at indirect rate plus twenty cents (\$.20) per hour.

It is not the intent of the Company to establish an incentive rate to avoid the payment of the additional twenty cents (\$.20) per hour penalty. Any dispute arising

under this paragraph will be discussed mutually between the Company and Union and is subject to the grievance procedure.

**Paragraph 98.** A routing book showing the 120% time, pieces per hour and piece rate to provide timing rate, together with a copy of the time study, will be available at the supervisor's desk in the Machine Shop and in the Assembly Office for the Assembly Department.

**Paragraph 99.** Downtime will be paid for at base rate. In the event an employee encounters unavoidable delays beyond his control and he brings such delay to the supervisor's attention immediately on such occurrence he shall be allowed downtime for all such delay until job is running properly. THIS SHALL NOT APPLY IN CASE OF SHORTAGE OF STOCK OR MATERIALS. An employee may be assigned to any available work while on downtime. If the work to which such employee is assigned consists of cleaning the machine on which he has been working or sweeping or moving stock in the immediate area of such machine, he shall be paid base rate while performing such work. If the work to which employee is assigned consists of work other than (1) cleaning the machine on which he has been working, or sweeping, or moving stock, in the immediate area of such machine, or (2) reprocessing work, he shall be paid while performing such work his indirect rate or the mid-point of the rate for the job to which such employee is so assigned, whichever is greater.

**Paragraph 100.**

(A) Reprocess work will be paid for at indirect rate except where an employee runs inferior work and it can be proven, in which case such reprocessing of work will be assigned to the employee responsible and he shall

perform such reprocessing work at his base rate—  
Reprocessing work performed on a moving conveyo  
shall be paid at indirect rate for the particular classification—  
plus thirty-five cents (\$.35) per hour.

(B) The Machine Shop Salvage / Reprocessing rate  
will be paid \$12.85 (7/1998), \$13.14 (7/1999), \$13.43 (7/  
2000), and \$13.72 (7/2001).

**Paragraph 101.** Whenever a new job or any operation  
is added to the incentive structure, it will be time studied  
to the timing rates specified below. It is intended that  
employees putting forth effort will be able to earn on  
incentive equal to or better the timing rate of their base.

Base Rate	Indirect Rate	Timing Rate
\$9.17	\$10.23	\$10.68
\$9.27	\$10.43	\$10.78
\$9.37	\$10.53	\$10.88

## ARTICLE XI GENERAL PROVISIONS

**Paragraph 102.** The Company and the Union recognize  
their respective responsibilities regarding equal  
employment opportunities and their responsibilities under  
federal, state, and local laws relating to fair employment  
practices.

**Paragraph 103.** The Company and the Union agree  
that the provisions of this Agreement shall apply to all  
employees covered by this Agreement, and in carrying  
out their respective obligations under this Agreement,  
will not discriminate against any employee on account of

race, creed, color, national origin, religion, sex, or age or disability handicap.

**Paragraph 103A.** The parties agree that they will work together in good faith to comply with the Americans with Disabilities Act.

**Paragraph 104. Bulletin Boards.** The Company has erected and will maintain a suitable number of bulletin boards throughout the plant on which the Company will post Company approved Union notices. No matter shall be posted until it has been submitted and approved by the Industrial Relations Manager, or in his absence, Personnel and Employment Manager, or an executive of the Company.

**Paragraph 105.** The Company shall establish reasonable rules and regulations governing safety and working conditions in the plant and such rules shall be adhered to by the employees. Any disciplinary action taken by the Company against any employee for alleged violation of such rules may be subject to the grievance procedure provided herein.

**Paragraph 106.** The Union and its members, individually and collectively, agree that all employees under the jurisdiction of the Union shall, when the Company requests them to do so, submit to a physical examination by a doctor designated by the Company or another doctor mutually agreed to by the parties. It is understood that such physical examination shall be for the welfare and safety of the employees involved. The Company agrees that an employee will be requested to take a physical examination only for the purpose of promoting the welfare and safety of the employee or other employees involved, and at no time will an employee be

requested to take a physical examination for the purpose of discrimination against that employee.

**Paragraph 107.** The Company will advise the Union of any substantial increase or decrease in the working force at least three (3) days in advance. An exception to this rule would be an emergency beyond the control of the Company.

The Company will post a list of tentative cutoff dates for each plant-wide seniority list (A, B, C) as soon as possible but at least one (1) day prior to such layoff.

**Paragraph 108.** The Company shall continue to make reasonable provisions for the safety and health of its employees, at the plant, during the hours of their employment in accordance with the requirements of the applicable State and Federal laws.

**Paragraph 109.** It is understood and agreed that the employees, individually and collectively, and the Union and its representatives, will use every effort to help enforce the safety and health rules set up by the Company in compliance with the laws of the State of Wisconsin.

**Paragraph 110.** In an effort to ensure the cooperation of all concerned relative to Paragraphs 108 and 109, the Company Safety Director or his designee and the elected Union Safety Committee (not to exceed 3 in number) shall make monthly plant tours. Hourly rated employees shall be paid their hourly rate and incentive employees will receive their applicable indirect rate for time spent on these tours. These tours shall be scheduled convenient to the plant operations. At the completion of such tours, a written report indicating conditions in the plant shall be submitted to the Management Executive Safety Committee.

**Paragraph 111.** It is agreed by the Parties that the Apprenticeship, Tool Grinding trainee program and the Set-up Trainee program attached hereto shall be made a part of this Agreement.

**Paragraph 112.** Any employee sustaining an injury while at work requiring immediate medical attention, shall be provided necessary transportation from the plant to the physician's office, the hospital, or the employee's home if necessary. The employee shall be paid his regular hourly rate or average earned rate (in the case of piece rate workers) during such absence should he return to work on the same day. If the employee is unable to return to work on the same day, he shall be paid for the remainder of his scheduled shift on the day of the injury at his hourly rate or average earned rate of pay (in the case of piece rate workers).

**Paragraph 113.** Supervisors shall perform no work normally performed by employees in the bargaining unit except while training of new employees, experimental work, and in cases of emergency. Where supervisors are required to work in cases of the above exceptions, the Union committeeman, or steward if the committeeman in the area is not available, will be informed of the reason.

**Paragraph 114.** The Company will not require any of its employees employed at its New Holstein Operations Plant, to perform work at said Division's plant, or at any plant of any other division of the Company which is then being struck by the International Association of Machinists or any of its Lodges, work on any products which are customarily manufactured by a division of the Company which is then being struck by the International Association of Machinists or any of its Lodges.

The above reference to plants or divisions being struck by the International Association of Machinists shall be limited to plants or divisions represented by the International Association of Machinists prior to June 1, 1998, and shall not include plants or divisions coming under the Machinists jurisdiction by virtue of unification or merger.

**Paragraph 115.** It is Company policy not to use employees of an outside contractor to replace employees covered by this Contract in the performance of skilled trades work, which is normally and historically performed by the skilled trades employees when the performance of such work involves the use of the Company owned tools, machines, or equipment maintained by the Company.

Also, work that can be performed by skilled trades employees will be assigned to these employees provided the necessary skilled man power and equipment are available and the work can be performed in an efficient and economic manner as related to costs, equipment, and performance within the projected time limits necessary to complete the work involved.

In no event shall any seniority skilled trades employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by an outside contractor on Company premises.

The above shall not affect the right of the Company to continue arrangements currently in effect with respect to construction of new buildings or additions to existing buildings, nor shall it limit the fulfillment of warranty obligations by vendors, nor limit work which a vendor must perform when installing new machines or equipment or to prove out machines and equipment.



## ARTICLE XII

**Paragraph 116.** During the term of this Agreement, the Company will continue in effect the Life and Health Care benefit program with the amended scale of benefits.

**Paragraph 117.** Subject to such limitations and restrictions as the Life and Health Care benefit program shall from time to time impose, an employee on leave of absence may carry benefits while on leave of absence.

**Paragraph 118.** All coverage terminates when the employee ceases active work because of layoff. By paying the required premium in advance, the employee can continue his life insurance for twelve (12) months, all dental coverage for up to six (6) months, and all medical coverage for up to sixteen (16) months. The Company will continue, at no cost to the employee, coverage for the employee and enrolled dependents through the end of the month following the month of layoff. The employee may then continue the same coverage for an additional sixteen (16) months by paying the full monthly COBRA premium.

**Paragraph 119.** When a death occurs in the family of any senioritized employee, he shall be entitled to three (3) days off with pay, provided he attends the funeral, and provided:

(A) The death was that of the spouse, son, daughter, brother, sister, father, mother, father-in-law, mother-in-law, grandmother, grandfather, grandchild, spouse's grandmother, spouse's grandfather, step-father, step-mother, step-sister, step-brother, step-son, or step-daughter.

(B) That the above mentioned days fall on a regularly scheduled work day (Monday through Friday) and the employee was scheduled to work said days.

(C) The employee submits proof of such death upon request of the Company.

**Paragraph 120.** Eligible employees shall be paid at indirect rate plus thirty-five cents (\$.35) per hour for incentive workers and hourly rate for hourly workers and no more than eight (8) hours for any one of the days allowed herein.

**Paragraph 121.** Hourly rate employees who are required to serve on jury duty shall be paid the difference between jury duty pay and their straight time hourly earnings for the hours spent on jury duty up to a maximum of eight (8) hours per day (excluding Saturday, Sunday, or holidays).

Incentive employees shall receive the difference between jury duty pay and their indirect rate plus thirty-five cents (\$.35) for hours spent on jury duty up to a maximum of eight (8) hours per day (excluding Saturday, Sunday, or holidays).

The employee shall be required to give the Company advance notice of impending jury duty and shall be required to submit proof of having served on a jury and pay received for each day involved.

**Paragraph 122.** The Company will provide prescription safety glasses to an employee at no cost to the employee through the Plant Safety Office. The employee will be required to provide the prescription at his own expense and submit the prescription to the Plant

Safety Office. Standard safety frames will be available. Any deviation from the standard safety frames or lenses will be at the employee's own expense. Prescription safety glasses may be obtained once every two (2) years.

## **PENSION FUND**

**Paragraph 123.** The New Holstein Operations of Tecumseh Products Company will establish, subject to the approval of the Internal Revenue Department, a Pension Fund either by a Trust Agreement with a Trustee or Trustees or by contract or contracts with an Insurance Company or Insurance Companies, or both, and with respect thereto, shall be required to make such payments or contributions as will be sufficient to maintain the fund on a sound actuarial basis.

## **401(k) PROGRAM**

**Paragraph 124.** Effective January 1, 1999, the Company will improve the 401(k) type savings plan for the Hourly employees of its New Holstein Operations.

Employees will be allowed to contribute up to 15% of their wages to this plan, subject to any government maximums on amounts contributed.

On January 1, 1999, the Company will contribute up to a maximum of 3% of the employee's gross wages paid each year. The Company's contribution rate will equal one-half the employee's contribution up to the maximum 3%.

Participation in the 401(k) program is voluntary.

The 401(k) Program is not a replacement but in addition to your current pension plan.

## ARTICLE XIII

**Paragraph 125.** In the event of any Federal or State legislation, governmental regulations or court decision cause invalidation of any Article or Section of this Agreement, all other articles and Sections not so invalidated shall remain in full force and effect.

## ARTICLE XIV TERMINATION OF AGREEMENT

**Paragraph 126.** This Agreement dated 17th of July, 1998, shall continue in full force and effect without change until July 17, 2002. If either party desires to terminate this Agreement, it shall sixty (60) days prior to July 17, 2002, give written notice of the termination. If neither party shall give notice to terminate, this Agreement as provided above, or to modify, this Agreement shall continue in effect from year to year after July 17, 2002, subject to termination by either party on sixty (60) days written notice prior to July 17th of any subsequent year.

**Paragraph 127.** If either party desires to modify or change this Agreement it shall, sixty (60) days prior to July 17, 2002, or any subsequent July 17th date, give written notice to such effect. Within ten (10) days after receipt of said notice, a conference will be arranged to negotiate the proposals in which case this Agreement shall continue in full force and effect until terminated as provided herein after.

**Paragraph 128.** If notice of intention to modify or change has been given in accordance with the above provisions, this Agreement may be terminated by either party on thirty (30) days' written notice of termination given on or after the next June 17, following said notice of intention to modify or change.

**Paragraph 129.** In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and the year first above written.

FOR THE LOCAL  
UNION 1259,  
DISTRICT LODGE NO.  
150 OF THE  
INTERNATIONAL  
ASSOCIATION OF  
MACHINISTS AND  
AERO SPACE  
WORKERS, A.F.L. -  
C.I.O.

John Rolbiecki

Daniel Watson

Roger Reese

Stanley Schmitz

Brad Stein

Alice Mulholland

Randy Stache

Steve Snyder

FOR NEW HOLSTEIN  
OPERATIONS  
TECUMSEH  
PRODUCTS  
COMPANY  
NEW HOLSTEIN,  
WISCONSIN

James E. Martinco

Peter Klas

Scott Seibert

Sarah Kraus

TECUMSEH  
PRODUCTS  
COMPANY

W.G. Stubbs

## APPENDIX "A"

### \$9.17

Burring  
Light Packer  
General Sub-Assembly  
Carburetor Sub-  
Assembly  
Flange Sub-Assembly  
Cylinder Sub-Assembly  
Final Sub-Assembly -  
Light  
Engine Assembly  
Final Sub-Assembly -  
Heavy  
Heavy Packer  
Arbor Press (Air and  
Hand)  
Drill Press  
Snag Grinder  
Buffer  
Induction Heat  
Milling Machine  
Broach Operator  
Spot Welder  
Flywheel Charger  
Blast & Peen  
Heat Sealer

### \$9.27

Mechanical Polishing  
Lathes  
Gear Shaper  
Gear Hobber  
Balancer (Static)  
Multiple Station Drillin-  
& Tapping  
Bullard  
Thread Mill  
Thread Roller  
Chrome Plater  
Automated System  
Operator  
Mori Seiki  
Kitamora

### \$9.37

Engine Run-in Test  
Grinder (Precision)  
Diamond Bore  
Hone  
Spray Painter

## ENDURO

### JULY 1998

Flex Machining	\$13.09
Group Assembly	\$12.66
Training Rate	\$12.29

### JULY 2000

Flex Machining	\$13.67
Group Assembly	\$13.24
Training Rate	\$12.87

### JULY 1999

Flex Machining	\$13.38
Group Assembly	\$12.95
Training Rate	\$12.58

### JULY 2001

Flex Machining	\$13.96
Group Assembly	\$13.53
Training Rate	\$13.16

## APPENDIX "B"

### SET-UP MAN TRAINEE

The Set-Up Man Trainee shall be given such instruction and experience in Machine Line Set-Up Man's trade, as carried on by New Holstein Operations, which will enable him to qualify as a competent Plant-Wide Set-Up Man at the completion of this training program.

### EXTENT OF PERIOD OF TRAINING

The term of this training program shall be two years (on the job) and the training shall establish no seniority until the two-year program has been completed.

### **SCHEDULE OF PROCESSES TO BE WORKED:**

Cylinder Line	5 months
Crankshaft Line	10 months
Camshaft Line	5 months
Piston and Rod Line	1 month
Flange Line	2 months
Misc. Parts and Gear Line	1 month

Included also will be the schedule of responsibilities of a Set-Up Man.

**SKILLED TRADES CLASSIFICATION  
SET-UP TRAINEE  
MACHINE SHOP - PLASTICS**

	7/17/98	7/5/99	7/3/00	7/2/01
Minimum Pay Scale	\$14.72	\$15.27	\$15.82	\$16.37
Six Months	14.77	15.32	15.87	16.42
One Year	14.82	15.37	15.92	16.47
Eighteen Months	14.87	15.42	15.97	16.52
Two Years	14.92	15.47	16.02	16.57

If at any time the prevailing skilled wage in this classification (Set-Up Man) rises or falls subsequent to the date this training program began, the new rate shall be used in computing Trainee's wages.

On satisfactory completion of this program, the Set-Up Trainee will have his seniority date revert back to the date on which he started the training program.

**TOOL GRINDING TRAINEE**

1. The job shall be posted and applicants shall be selected and approved by the Apprenticeship Committee. If no applicants are available by job posting, then outside or new employee applications shall be considered.
2. The program shall extend for eighteen (18) months. The trainee shall receive the minimum pay per hour and shall receive automatic increases based on the recommendation of the Apprenticeship Committee as follows:



## General Factory Classifications - Effective July 17, 1998

	<u>Min.</u>	<u>1 Mo.</u>	<u>2 Mo.</u>	<u>3 Mo.</u>	<u>4 Mo.</u>	<u>6 Mo.</u>	<u>12 Mo.</u>	<u>18 Mo.</u>	<u>24 Mo.</u>
<b>Labor Grade I</b>	\$10.38	\$10.48	\$10.58	\$10.69	\$10.79	\$10.89	\$11.79	\$11.89	\$11.99
General Laborer									
Janitor - Sweeper									
<b>Labor Grade II</b>	10.49	10.59	10.69	10.79	10.89	10.99	11.89	11.99	12.09
Balers									
<b>Labor Grade III</b>	10.51	10.61	10.71	10.81	10.91	11.01	11.91	12.01	12.11
<b>Labor Grade IV</b>	10.54	10.64	10.74	10.84	10.94	11.04	11.94	12.04	12.14
Material Handlers									
Bench Inspectors									
Washers (other than line)									
<b>Labor Grade V</b>	10.59	10.69	10.79	10.89	10.99	11.09	11.99	12.09	12.19
Custodian									
<b>Labor Grade VI</b>	10.64	10.74	10.84	10.94	11.04	11.14	12.04	12.14	12.24
Salvage - Assy Floor									
<b>Labor Grade VII</b>	10.69	10.79	10.89	10.99	11.09	11.19	12.09	12.19	12.29
Forklift Driver									
Washer - Line									
<b>Labor Grade VIII</b>	10.79	10.89	10.99	11.09	11.19	11.29	12.19	12.29	12.39
Tool Crib Attendant									
Chauffeur									
Expeditor									

**General Factory Classifications - Effective July 5, 1999**

	<u>Min.</u>	<u>1 Mo.</u>	<u>2 Mo.</u>	<u>3 Mo.</u>	<u>4 Mo.</u>	<u>6 Mo.</u>	<u>12 Mo.</u>	<u>18 Mo.</u>	<u>24 Mo.</u>
<b>Labor Grade I</b>	\$10.63	\$10.73	\$10.83	\$10.94	\$11.04	\$11.14	\$12.04	\$12.14	\$12.24
General Laborer									
Janitor - Sweeper									
<b>Labor Grade II</b>	10.74	10.84	10.94	11.04	11.14	11.24	12.14	12.24	12.34
Balers									
<b>Labor Grade III</b>	10.76	10.86	10.96	11.06	11.16	11.26	12.16	12.26	12.36
<b>Labor Grade IV</b>	10.79	10.89	10.99	11.09	11.19	11.29	12.19	12.29	12.39
Material Handlers									
Bench Inspectors									
Washers (other than line)									
<b>Labor Grade V</b>	10.84	10.94	11.04	11.14	11.24	11.34	12.24	12.34	12.44
Custodian									
<b>Labor Grade VI</b>	10.89	10.99	11.09	11.19	11.29	11.39	12.29	12.39	12.49
Salvage - Assy Floor									
<b>Labor Grade VII</b>	10.94	11.04	11.14	11.24	11.34	11.44	12.34	12.44	12.54
Forklift Driver									
Washer - Line									
<b>Labor Grade VIII</b>	11.04	11.14	11.24	11.34	11.44	11.54	12.44	12.54	12.64
Tool Crib Attendant									
Chauffeur									
Expeditor									

**General Factory Classifications - Effective July 3, 2000**

	<u>Min.</u>	<u>1 Mo.</u>	<u>2 Mo.</u>	<u>3 Mo.</u>	<u>4 Mo.</u>	<u>6 Mo.</u>	<u>12 Mo.</u>	<u>18 Mo.</u>	<u>24 Mo.</u>
<b>Labor Grade I</b>	\$10.88	\$10.98	\$11.08	\$11.19	\$11.29	\$11.39	\$12.29	\$12.39	\$12.49
General Laborer Janitor - Sweeper									
<b>Labor Grade II</b>	10.99	11.09	11.19	11.29	11.39	11.49	12.39	12.49	12.59
Balers									
<b>Labor Grade III</b>	11.01	11.11	11.21	11.31	11.41	11.51	12.41	12.51	12.61
<b>Labor Grade IV</b>	11.04	11.14	11.24	11.34	11.44	11.54	12.44	12.54	12.64
Material Handlers Bench Inspectors Washers (other than line)									
<b>Labor Grade V</b>	11.09	11.19	11.29	11.39	11.49	11.59	12.49	12.59	15.69
Custodian									
<b>Labor Grade VI</b>	11.14	11.24	11.34	11.44	11.54	11.64	12.54	12.64	12.74
Salvage - Assy Floor									
<b>Labor Grade VII</b>	11.19	11.29	11.39	11.49	11.59	11.69	12.59	12.69	12.79
Forklift Driver Washer - Line									
<b>Labor Grade VIII</b>	11.29	11.39	11.49	11.59	11.69	11.79	12.69	12.79	12.89
Tool Crib Attendant Chauffeur Expeditior									

**General Factory Classifications - Effective July 2, 2001**

	<u>Min.</u>	<u>1 Mo.</u>	<u>2 Mo.</u>	<u>3 Mo.</u>	<u>4 Mo.</u>	<u>6 Mo.</u>	<u>12 Mo.</u>	<u>18 Mo.</u>	<u>24 Mo.</u>
<b>Labor Grade I</b>	\$11.13	\$11.23	\$11.33	\$11.44	\$11.54	\$11.64	\$12.54	\$12.64	\$12.74
General Laborer									
Janitor - Sweeper									
<b>Labor Grade II</b>	11.24	11.34	11.44	11.54	11.64	11.74	12.64	12.74	12.84
Balers									
<b>Labor Grade III</b>	11.26	11.36	11.46	11.56	11.66	11.76	12.66	12.76	12.86
<b>Labor Grade IV</b>	11.29	11.39	11.49	11.59	11.69	11.79	12.69	12.79	12.89
Material Handlers									
Bench Inspectors									
Washers (other than line)									
<b>Labor Grade V</b>	11.34	11.44	11.54	11.64	11.74	11.84	12.74	12.84	12.94
Custodian									
<b>Labor Grade VI</b>	11.39	11.49	11.59	11.69	11.79	11.89	12.79	12.89	12.99
Salvage - Assy Floor									
<b>Labor Grade VII</b>	11.44	11.54	11.64	11.74	11.84	11.94	12.84	12.94	13.04
Forklift Driver									
Washer - Line									
<b>Labor Grade VIII</b>	11.54	11.64	11.74	11.84	11.94	12.04	12.94	13.04	13.14
Tool Crib Attendant									
Chauffeur									
Expeditor									

<b>SKILLED JOBS CLASSIFICATIONS</b>		<b>Effective July 17, 1986</b>							
	<u>Min.</u>	<u>1 Mo.</u>	<u>2 Mo.</u>	<u>3 Mo.</u>	<u>4 Mo.</u>	<u>6 Mo.</u>	<u>12 Mo.</u>	<u>18 Mo.</u>	<u>24 Mo.</u>
<b>Labor Grade IX</b>	\$11.17	\$11.27	\$11.37	\$11.47	\$11.57	\$11.67	\$12.75	\$12.85	\$12.95
Tank Cleaners									
Maintenance Painter									
Maintenance Helper									
<b>Labor Grade X</b>	11.22	11.32	11.42	11.52	11.62	11.72	12.80	12.90	13.00
Water Pollution Attendant									
<b>Labor Grade XI</b>	11.27	11.37	11.47	11.57	11.67	11.77	12.85	12.95	13.05
Salvage Operator (M/S)									
Eng. Expeditor (Shipping)									
Chief Stock Selector									
Oiler									
<b>Labor Grade XII</b>	11.42	11.52	11.62	11.72	11.82	11.92	13.00	13.10	13.20
Line & Rec. Inspector									
<b>Labor Grade XIII</b>	11.52	11.62	11.72	11.82	11.92	12.02	13.10	13.20	13.30
Tester Sample & Reprocess									
Final Prod. Inspector									
Eng. Repairman (Service)									
Final Products Repair									
<b>Labor Grade XIV</b>	11.57	11.67	11.77	11.87	11.97	12.07	13.15	13.25	13.35
Sample Builder									
Gauge Checker									
<b>Labor Grade XIV-B</b>	12.27	12.37	12.47	12.57	12.67	12.77	13.85	13.95	14.05
Layout Inspector									

NOTE: The rates of pay min. through 6 mos. apply only to employees who were hired on or after July 14, 1986. All other employees start at the 12 month level.

## Skilled Jobs Classifications - Effective July 5, 1999

	<u>Min.</u>	<u>1 Mo.</u>	<u>2 Mo.</u>	<u>3 Mo.</u>	<u>4 Mo.</u>	<u>6 Mo.</u>	<u>12 Mo.</u>	<u>18 Mo.</u>	<u>24 Mo.</u>
<b>Labor Grade IX</b>	\$11.46	\$11.56	\$11.66	\$11.76	\$11.86	\$11.96	\$13.04	\$13.14	\$13.24
Tank Cleaners									
Maintenance Painter									
Maintenance Helper									
<b>Labor Grade X</b>	11.51	11.61	11.71	11.81	11.91	12.01	13.09	13.19	13.29
Water Pollution Attendant									
<b>Labor Grade XI</b>	11.56	11.66	11.76	11.86	11.96	12.06	13.14	13.24	13.34
Salvage Operator (M/S)									
Eng. Expeditor (Shipping)									
Chief Stock Selector									
Oiler									
<b>Labor Grade XII</b>	11.71	11.81	11.91	12.01	12.11	12.21	13.29	13.39	13.49
Line & Rec. Inspector									
<b>Labor Grade XIII</b>	11.81	11.91	12.01	12.11	12.21	12.31	13.39	13.49	13.59
Tester Sample & Reprocess									
Final Prod. Inspector									
Eng. Repairman (Service)									
Final Products Repair									
<b>Labor Grade XIV</b>	11.86	11.96	12.06	12.16	12.26	12.36	13.44	13.54	13.64
Sample Builder									
Gauge Checker									
<b>Labor Grade XIV-B</b>	12.56	12.66	12.76	12.86	12.96	13.06	14.14	14.24	14.34
Layout Inspector									

NOTE: The rates of pay min. through 6 mos. apply only to employees who were hired on or after July 14, 1986. All other employees start at the 12 month level.

### Skilled Jobs Classifications - Effective July 3, 2000

	<u>Min.</u>	<u>1 Mo.</u>	<u>2 Mo.</u>	<u>3 Mo.</u>	<u>4 Mo.</u>	<u>6 Mo.</u>	<u>12 Mo.</u>	<u>18 Mo.</u>	<u>24 Mo.</u>
<b>Labor Grade IX</b>	\$11.75	\$11.85	\$11.95	\$12.05	\$12.15	\$12.25	\$13.33	\$13.43	\$13.53
Tank Cleaners									
Maintenance Painter									
Maintenance Helper									
<b>Labor Grade X</b>	11.80	11.90	12.00	12.10	12.20	12.30	13.38	13.48	13.58
Water Pollution Attendant									
<b>Labor Grade XI</b>	11.85	11.95	12.05	12.15	12.25	12.35	13.43	13.53	13.63
Salvage Operator (M/S)									
Eng. Expeditor (Shipping)									
Chief Stock Selector									
Oiler									
<b>Labor Grade XII</b>	12.00	12.10	12.20	12.30	12.40	12.50	13.58	13.68	13.78
Line & Rec. Inspector									
<b>Labor Grade XIII</b>	12.10	12.20	12.30	12.40	12.50	12.60	13.68	13.78	13.88
Tester Sample & Reprocess									
Final Prod. Inspector									
Eng. Repairman (Service)									
Final Products Repair									
<b>Labor Grade XIV</b>	12.15	12.25	12.35	12.45	12.55	12.65	13.73	13.83	13.93
Sample Builder									
Gauge Checker									
<b>Labor Grade XIV-B</b>	12.85	12.95	13.05	13.15	13.25	13.35	14.43	14.53	14.63
Layout Inspector									

NOTE: The rates of pay min. through 6 mos. apply only to employees who were hired on or after July 14, 1986. All other employees start at the 12 month level.

## Skilled Jobs Classifications - Effective July 2, 2001

	<u>Min.</u>	<u>1 Mo.</u>	<u>2 Mo.</u>	<u>3 Mo.</u>	<u>4 Mo.</u>	<u>6 Mo.</u>	<u>12 Mo.</u>	<u>18 Mo.</u>	<u>24 Mo.</u>
<b>Labor Grade IX</b>	\$12.04	\$12.14	\$12.24	\$12.34	\$12.44	\$12.54	\$13.62	\$13.72	\$13.82
Tank Cleaners									
Maintenance Painter									
Maintenance Helper									
<b>Labor Grade X</b>	12.09	12.19	12.29	12.39	12.49	12.59	13.67	13.77	13.87
Water Pollution Attendant									
<b>Labor Grade XI</b>	12.14	12.24	12.34	12.44	12.54	12.64	13.72	13.82	13.92
Salvage Operator (M/S)									
Eng. Expeditor (Shipping)									
Chief Stock Selector									
Oiler									
<b>Labor Grade XII</b>	12.29	12.39	12.49	12.59	12.69	12.79	13.87	13.97	14.07
Line & Rec. Inspector									
<b>Labor Grade XIII</b>	12.39	12.49	12.59	12.69	12.79	12.89	13.97	14.07	14.17
Tester Sample & Reprocess									
Final Prod. Inspector									
Eng. Repairman (Service)									
Final Products Repair									
<b>Labor Grade XIV</b>	12.44	12.54	12.64	12.74	12.84	12.94	14.02	14.12	14.22
Sample Builder									
Gauge Checker									
<b>Labor Grade XIV-B</b>	13.14	13.24	13.34	13.44	13.54	13.64	14.72	14.82	14.92
Layout Inspector									

NOTE: The rates of pay min. through 6 mos. apply only to employees who were hired on or after July 14, 1986. All other employees start at the 12 month level



**Skilled Jobs Classifications - Effective July 17, 1998**

	<u>Min.</u>	<u>3 Mo.</u>	<u>4 Mo.</u>	<u>6 Mo.</u>	<u>12 Mo.</u>
<b>Labor Grade XV</b>	14.72	14.77	14.82	14.87	14.92
Set-Up Machine Line					
Set-Up Plastics Tool & Cutter Grinder					
<b>Labor Grade XVI</b>	\$15.32	\$15.37	\$15.42	\$15.47	\$15.52
Auto Mechanic Sheet Metal Mechanic					
<b>Labor Grade XVII</b>	15.52	15.57	15.62	15.67	15.72
Electrician Maintenance					
<b>Labor Grade XVIII</b>	15.82	15.87	15.92	15.97	16.02
Tool Room Liaison					
<b>Labor Grade XIX</b>	15.92	15.97	16.02	16.07	16.12
Tool, Fixture, & Gauge Maker Master Maint. Electrician					

NOTE: The rates of pay min. through 6 mos. apply only to employees who were hired on or after July 14, 1986. All other employees start at the 12 month level.

**Skilled Jobs Classifications - Effective July 5, 1999**

	<u>Min.</u>	<u>3 Mo.</u>	<u>4 Mo.</u>	<u>6 Mo.</u>	<u>12 Mo.</u>
<b>Labor Grade XV</b>	15.27	15.32	15.37	15.42	15.47
Set-Up Machine Line					
Set-Up Plastics					
<b>Labor Grade XVI</b>	\$15.87	\$15.92	\$15.97	\$16.02	\$16.07
Auto Mechanic					
Sheet Metal Mechanic					
Tool & Cutter Grinder					
<b>Labor Grade XVII</b>	16.07	16.12	16.17	16.22	16.27
Electrician					
Maintenance					
<b>Labor Grade XVIII</b>	16.37	16.42	16.47	16.52	16.57
Tool Room Liaison					
<b>Labor Grade XIX</b>	16.47	16.52	16.57	16.62	16.67
Tool, Fixture, & Gauge Maker					
Master Maint. Electrician					

**LIFE CELL**

NOTE: The rates of pay min. through 6 mos. apply only to employees who were hired on or after July 14, 1986. All other employees start at the 12 month level.

## Skilled Jobs Classifications - Effective July 3, 2000

	<u>Min.</u>	<u>3 Mo.</u>	<u>4 Mo.</u>	<u>6 Mo.</u>	<u>12 Mo.</u>
<b>Labor Grade XV</b>	15.82	15.87	15.92	15.97	16.02
Set-Up Machine Line					
Set-Up Plastics					
<b>Labor Grade XVI</b>	\$16.42	\$16.47	\$16.52	\$16.57	\$16.62
Auto Mechanic					
Sheet Metal Mechanic					
Tool & Cutter Grinder					
<b>Labor Grade XVII</b>	16.62	16.67	16.72	16.77	16.82
Electrician					
Maintenance					
<b>Labor Grade XVIII</b>	16.92	16.97	17.02	17.07	17.12
Tool Room Liaison					
<b>Labor Grade XIX</b>	17.02	17.07	17.12	17.17	17.22
Tool, Fixture, & Gauge Maker					
Master Maint. Electrician					

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NOTE: The rates of pay min. through 6 mos. apply only to employees who were hired on or after July 14, 1986. All other employees start at the 12 month level.

**Skilled Jobs Classifications - Effective July 2, 2001**

	<u>Min.</u>	<u>3 Mo.</u>	<u>4 Mo.</u>	<u>6 Mo.</u>	<u>12 Mo.</u>
<b>Labor Grade XV</b>	16.37	16.42	16.47	16.52	16.57
Set-Up Machine Line					
Set-Up Plastics					
<b>Labor Grade XVI</b>	\$16.97	\$17.02	\$17.07	\$17.12	\$17.17
Auto Mechanic					
Sheet Metal Mechanic					
Tool & Cutter Grinder					
<b>Labor Grade XVII</b>	17.17	17.22	17.27	17.32	17.37
Electrician					
Maintenance					
<b>Labor Grade XVIII</b>	17.47	17.52	17.57	17.62	17.67
Tool Room Liaison					
<b>Labor Grade XIX</b>	17.57	17.62	17.67	17.72	17.77
Tool, Fixture, & Gauge Maker					
Master Maint. Electrician					

NOTE: The rates of pay min. through 6 mos. apply only to employees who were hired on or after July 14, 1986. All other employees start at the 12 month level.

### TOOL GRINDING TRAINEE

	7/17/98	7/5/99	7/3/00	7/2/01
Minimum Pay Scale	\$14.42	\$14.97	\$15.52	\$16.07
90 Days	14.57	15.12	15.67	16.22
6 Months	14.62	15.17	15.72	16.27
9 Months	14.63	15.18	15.73	16.28
1 Year	14.67	15.22	15.77	16.32
1 Year, 3 Months	14.72	15.27	15.82	16.37
1 Year, 6 Months	14.92	15.47	16.02	16.57

3. The trainee will establish no seniority until he has completed the eighteen working month training program and at that time his seniority will revert back to the date of hire.

### YEARLY INCREASES

Carry-over	Assembly \$1.29	Machining/Plastics \$1.57
------------	--------------------	------------------------------

	7/17/98	7/5/99	7/3/00	7/2/01
Assembly	\$.25	\$.25	\$.25	\$.25
Machining/Plastics	\$.29	\$.29	\$.29	\$.29

Hourly rated workers shall have the amount of the yearly increase added to the hourly rate of each employee and to the wage rates for each hourly rated classification.

### TOOL LIAISON TRAINEE

1. Employees in set-up, pay grade XVI, will remain at the same pay rate or greater during training as a Tool Liaison Trainee.
2. To become a Tool Liaison, employees must first enter the Tool Liaison Trainee classification for at least 30 days but not to exceed the following:

- A. 5000 hours of on-the-job training (O.J.T.);
- B. 30 technical school credits (classes determined by management);
- C. meets or exceeds performance standards (as determined by management);
- D. no active warnings in personnel file (all warnings will be evaluated by the HR Department to determine if they should apply to this agreement) and
- E. the Company reserves the right to grant up to 4840 hours of O.J.T. and 30 technical school credits for employees based on previous education, training, and work experience (to be evaluated on an individual basis).

WAGES	7/17/98	7/5/99	7/3/00	7/2/01
Min. Pay Scale	\$14.72/hr	15.27	15.82	16.37
Six Months	14.94	15.49	16.04	16.59
One Year	15.16	15.71	16.26	16.81
Eighteen Mos	15.38	15.93	16.48	17.03
Two Years	15.60	16.15	16.70	17.25

#### TOP RATE

Prog Comp *	\$16.02	16.57	17.12	17.67
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\* (appropriate wage based on service in classification)

### 3. Selection Process

- A. Must meet all of the following minimum qualifications to be considered for the tool liaison trainee position:
  - II. Company approved tests, must pass average or above.
  - III. Employee attendance - must have less than 35 hours of unapproved absences during the past 12 months. (For employees with

less than 1 year of service, the hours are done on a pro-rata basis.)

- IV. Performance - must not have any active warnings in personnel file (all warnings will be evaluated by the HR Department to determine if they should apply to this agreement).
- B. If candidates meet all the minimum qualifications of 3.A. above, they are subject to the following:
- II. Seven (7) interview questions approved by the Company. Each question will be rated from 0-5 (5 being the better score). Questions will range from experience related to work attitude. Each candidate will be rated by, at least, two (2) management representatives (one must be from the HR Department).
  - III. The score of each question will be added together and the person with the highest overall score will be awarded the open trainee position.
  - IV. A tie indicates the candidates' overall scores are within 7 points. In the case of a tie, seniority rules.
  - V. While this is not our goal, it is understood that the Company reserves the right to consider employing new hires for these positions.
  - VI. Before any Tool Liaison Trainee candidate is awarded the position or is hired, they are subject to the approval of the Human Resources Manager.

### **APPENDIX "C"**

Any employee who is a group leader shall be paid ten cents (.10) per hour over the machine shop set up rate.

Any employee who is an assembly set-up/repair shall be paid ten cents (.10) per hour over the line rate.

## APPENDIX "D"

### Memorandum of Understanding July 17, 1998

The parties agree the scheduling of overtime in machining areas needs to be uniformly administered. To this end, the following selection procedures will be adhered to when choosing individuals to work overtime from seniority list "A" in the Machine Shop.

1. First Selection: The employee performing the job.
2. Second Selection: The senior qualified employee in the classification to be worked on the line being worked.
3. Third Selection: The senior qualified employee from another classification on the line being worked.
4. Fourth Selection: The senior qualified employee in the classification to be worked from a line similar to the one being worked.

Adherence to these selection procedures will ensure the correct scheduling of overtime, and reduce confusion and grievances from overtime.

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Randy Sauer  
Alice Mulholland  
Stan Schmitz  
Steven J. Snyder  
Brady A. Stein

Peter D. Khas  
Scott A. Seibert  
Dennis Jackson  
Warren A. Krakis



**Memorandum of Understanding**  
**July 17, 1998**

This letter is to clarify the interpretation of Paragraph 31 of the contract agreement between New Holstein Operations of Tecumseh Products Company, and the Local Lodge 1259 of the International Association of Machinists and Aerospace Workers, concerning the skilled seniority rights of the Apprentices in the Skilled Trades Classification.

The skilled seniority which an apprentice receive upon completion of 75% of his/her indentured hours, is for recall and layoff purposes only. The skilled seniority attained by an apprentice does not give him/her the right to equalization of overtime which is computed among journeymen only.

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Oliver Mulholland  
Stan Schmitz  
Steve J. Snyder  
Bradley A. Stein

Peter D. Kline  
Scott A. Silvert  
Dennis J. DeLong  
Barbara A. Kraus

**Memorandum of Understanding**  
**July 17, 1998**

It is agreed to by and between the New Holstein Operations of Tecumseh Products Company, and the Local Lodge 1259 of the International Association of Machinists and Aerospace Workers, that, during times of a major recall, (e.g., additional build line) if it becomes necessary to required to services or special skills of employees within either specific seniority lists or within specific classifications prior to the actual build up and/or to allow for a smooth build up, the company may recall employees out of line of seniority and only bypass employees from different seniority lists for a period not to exceed two (2) working days.

If, for some reason, employees are recalled per this agreement out of line of seniority and the subsequent recall is canceled, employees bypassed who were not recalled will only be eligible for whatever insurance benefits they would have been eligible for if they had been normally recalled.

This agreement does not replace or modify or change in any manner other provisions of the agreement now in force between New Holstein Operations, Tecumseh Products Company and Lodge 1259 of International Association of Machinists and Aerospace Workers AFL-CIO as dated July 17, 1998.

Either party, with five days written notice, may terminate this agreement.

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Willy Mulholland  
Stan Schmitz  
Steve J. Snyder  
Bradley A. Stein

Peter D. Khas  
Scott D. Salant  
Dennis J. Jansky  
Marion A. Kravis

**Memorandum of Understanding**  
**July 17, 1998**

This is an agreement by and between the New Holstein Operations of Tecumseh Products Company, and the Local Lodge 1259 of the International Association of Machinists and Aerospace Workers.

The purpose of this agreement is to address the company's decision to machine 4HP crankshafts on the main lightweight crankshaft line due to inefficiencies and obvious cost reductions.

In an attempt to resolve the problems associated with operating three separate Lightweight Crankshaft Departments efficiently, both parties agree the 22B, 22B 4HP, and 8 1/2 to 1 lines will be combined as one Lightweight Crankshaft Department. Also, grievance settlements S-4-31 and S-6-18 will be superseded by this agreement from this date forward, July 17, 1998.

Operations within this department will be consistent with other departments in the Machine Shop relative to current practices.

Vacations will be determined by seniority in the department as a whole per para. 80, however, more employees would be allowed vacation at the same time, due to the increase number of employees and/or size of the department.

The company and union will attempt to resolve all problems as they arise. Any problems not resolved would be subject to the grievance procedure.

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Scott A. Sibert  
Dennis T. Toney  
Warren A. Kraus

**Memorandum of Understanding  
July 17, 1998**

It is agreed to on this first day of July, 1998, by and between the New Holstein Operations of Tecumseh Products Company, and the Local Lodge 1259 of the International Association of Machinists and Aerospace Workers, that the attached descriptions of the two new departments shall become effective with the signing of this agreement. Unless otherwise specified, all other provisions of the contract shall apply.

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Dennis O'Leary

Warren A. Kraus

## **Enduro Group Assembly**

The work area to be designated as the "Enduro Group Assembly" area will consist of operators to be responsible for all functions and processes to be performed as required for production of the Enduro engine. All operators may be required to transfer from job station to job stations, as well as knowing how to completely assemble the engine individually.

The jobs within the "Enduro Group Assembly" are will be awarded on the basis of the following items:

- Prior work experience
- Work record
- Engine mechanics abilities
- Plant seniority
- Personal interview

Off-site training and/or testing may be required. Final review and selection(s) will be made by the Operations Manager and the Human Resources Manager.

The initial job posting will be extended to one week beginning in mid week. All other provisions of Paragraph 37 shall apply at this time and for future openings.

The seniority of the operators in the "Enduro Group Assembly" will be designated as being on the "G" list. The "G" list will be considered as a protected seniority list independent of the other lists. After one year of working in "Enduro Group Assembly," seniority of the operators in the group will be based upon total plant seniority. For those operators in the "Enduro Group Assembly" working less than one year in the group, seniority will be based upon job bid acceptance date.

An individual displaced from the "G" list will, seniority permitting, transfer to the "B" list classification first, then all other seniority provisions of the contract shall apply.

The pay rate for employees on the "G" list will be 7/1998 \$12.66, 7/1999 \$12.95, 7/2000 \$13.24, and 7/2001 \$13.53 per hour on a non-incentive basis, inclusive of all current add-ons.

## **Flexible Machining Group**

The work area to be designated the "Flexible Machining Group" will initially consist of two work cells, one for cylinders and one for flanges. At some future date, a cell may be added for heads. Operators will be responsible for all functions and processes to be performed as required for production. All operators will be trained on all functions in the "Flexible Machining Group" and to facilitate production may be assigned as required on any of the operations in the "Flexible Machining Group."

Operators in each cell will be completely responsible for all phases of the production process from start to finish, to include as required

Machine Operations	Material Handling
Machine Set-up	Other requirements as
Parts Washing	necessary to successfully
Part and Process Inspection	complete the tasks

The jobs within the "Flexible Machining Group" will be awarded on the basis of the following items:

Machining skills apt. testing	Gage and blueprint awareness
Work experience	Attendance
Education/training	Plant seniority consideration
Personal interview	

Final review and selection(s) will be made by the Operations Manager and the Human Resources Manager.

The initial job posting will be extended to one week beginning in mid week. All other provisions of Paragraph 37 shall apply at this time and for future openings.

The ten (10) working day trial period upon granting of job bid, as identified in Paragraph 42 of our current agreement, may be extended by Management of 15 working days. If it is extended beyond the ten (10) working days to 15 working days, and it is determined that the employee is not able to satisfactorily

perform the job, the employee will be able to return to the job held before being granted the job. All other provisions of Paragraph 42 will apply.

For seniority purposes, the operators in the "Flexible Machining Group" will be designated as being on the "F" list. The "F" list will be considered as a protected seniority list independent of the other lists. After one year of working in "Flexible Machining Group," seniority of the operators in the group will be based upon total plant seniority. Less than one working year in the "Flexible Machining Group," seniority will be based upon job bid acceptance date. Beyond this all other seniority provisions apply.

An individual displaced from the "F" list will, seniority permitting, transfer to the "A" list classification first, then all other seniority provisions of the contract shall apply.

The pay rate for employees on the "F" list will be 7/1998 \$13.09, 7/1999 \$13.38, 7/2000 \$13.67, and 7/2001 \$13.96 per hour on a non-incentive basis, inclusive of all current add-ons.

The "Flexible Machining Group" will be restricted to new products/jobs and will not take away existing work from other areas.

## Memorandum of Understanding

July 17, 1998

Consistent with Paragraphs 56, 62 (B) 3., and 64, employees assigned or agreed to work Saturday overtime on Thursday will have Saturday counted as part of the three consecutive workdays or Paragraph 45 (F) effective July 17, 1998.

LOCAL LODGE 1259,  
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Bill Mulholland

Stan Smith

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Billy A. Stein

Peter D. Kras

Scott A. Sibert

Donna O'Leary

Wanda A. Kras



**Memorandum of Understanding**  
**July 17, 1998**

If is agreed to by and between the New Holstein Operations of Tecumseh Products Company, and the Local Lodge 1259 of the International Association of Machinists and Aerospace Workers, that Saturday overtime for the second shift may begin at 11:00 a.m. without any double time premium as would apply per Paragraph 62 (B) 3.

The purpose of this agreement is to enable the employees to start Saturday overtime one (1) hour earlier and not incur any additional costs to the Company. This agreement addresses only the one (1) hour period, Saturday 11:00 a.m. through 12:00 p.m. noon and is not intended to reduce the overtime liability beyond this one (1) hour period. All other overtime provisions of the contract still apply. This agreement only applies to employees normally working the 4:00 p.m. to 12:30 a.m. shift.

It is further agreed that either party may void this agreement with one (1) week prior written notice.

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Steve J. Spaldin  
Bradley A. Ste

Peter D. Kline  
Scott A. Siebert  
Dennis J. Toney  
Caran A. Krakis

**Memorandum of Understanding**  
**July 17, 1998**

1. This agreement, a supplement to the present agreement, is effective as of July 17, 1998. It is made and entered into by and between the New Holstein Operations of Tecumseh Products Company, and the Local Lodge 1259 of the International Association of Machinists and Aerospace Workers, AFL-CIO.
2. The purpose of this agreement is to permit a change in scheduled work week in the Flex Machining area (52A) as requested by the team, without having the company incur any penalties as a result of this change.
3. All other provisions of the present Labor Agreement shall apply to the above specified employees except as herein specified which will apply only to the Flex Machining, while actively working in Flex Machining (52A).
4. The new schedule will have second shift employees begin a 3:30 p.m. - 12:00 a.m. This schedule is designed to give employees the opportunity to communicate more effectively. The Union or Company, with five days written notice, may terminate this agreement.

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Alice Mullolland  
Stan Schmit  
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Bradley A. Steen

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Peter D. Bha  
Scott D. Sebaste  
Bruce T. Tabor  
Martha A. Krakis

**Memorandum of Understanding**  
**July 17, 1998**

**Youth Apprenticeship Program**

This agreement is made and entered into by and between New Holstein Operations of Tecumseh Products Company, hereinafter referred to as the employer and the Local Lodge 1259 of the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the Union.

WHEREAS, the employer and the Union are parties to a collective bargaining agreement effective July 17, 1998 and expiring July 17, 2002.

NOW, THEREFORE in consideration of the mutual interest of both parties, the employer and the Union agree as follows:

1. There shall be only one (1) youth apprentice.
2. The youth apprenticeship program and this agreement shall be in effect for a twenty-four (24) consecutive month period beginning on July 17, 1998.
3. The youth apprentice's hours shall be limited to fifteen (15) hours per week.
4. The parties agree, should it be necessary to reduce hours or layoff any skilled trades bargaining unit employees, that prior to reducing hours or laying off any such bargaining unit employees, the youth apprenticeship will be canceled for the duration of the reduction in hours or layoff.
5. The parties agree, should a youth apprentice upon graduation from high school become an employee of the employer defined in the Labor Agreement, that such employee shall receive no preferential treatment with respect to job bidding as a result of any training received as a youth apprentice.

6. Either party can terminate this agreement with a two (2) weeks notice.

LOCAL LODGE 1259,  
INTERNATIONAL  
ASSOCIATION OF  
MACHINISTS AND  
AEROSPACE WORKER

Dan Watson  
Roger Reese  
Randy Sack  
Wes Muehlholland  
Stan Smith  
Steve J. Snyder  
Bruce A. Stone

NEW HOLSTEIN  
OPERATIONS  
TECUMSEH PRODUCTS  
NEW HOLSTEIN, WI

Peter D. Kline  
Scott A. Schmitt  
Dennis J. Tiedt  
Warren A. Krakis

**Memorandum of Understanding**  
**July 17, 1998**

It is agreed to by and between the New Holstein Operations of Tecumseh Products Company, and the Local Lodge 1259 of the International Association of Machinists and Aerospace Workers, that the rates for the Chrome Plater operation will be .02255 per piece for the regular operator and .01946 per piece for the relief operator. There will no longer be a double counting of pieces. Each operator will be paid for pieces produced. This agreement is consistent with the Arbitration Settlement of Grievance 92-34 and any future changes must adhere to the intent of the settlement.

LOCAL LODGE 1259,  
INTERNATIONAL  
ASSOCIATION OF  
MACHINISTS AND  
AEROSPACE WORKER

Dan Watson  
Roger Reese  
Randy Sack  
Oliver Mulholland  
Stan Schmit  
Steven J. Lyden  
Bradley A. Ste

NEW HOLSTEIN  
OPERATIONS  
TECUMSEH PRODUCTS  
NEW HOLSTEIN, WI

Peter D. Hsa  
Scott A. Salant  
James A. ...  
(Sarah A. Krakis)

**Memorandum of Understanding**  
**July 17, 1998**

1. This agreement, a supplement to the present agreement in effect dated July 17, 1998, is made and entered into by and between the New Holstein Operations of Tecumseh Products Company, hereinafter called the Company, and the Local Lodge 1259 of the International Association of Machinists and Aerospace Workers, hereinafter called the union on this first day of July, 1998.
2. The purpose of this agreement is to permit a change in the scheduled work week of the third shift as requested by the third shift employees, without having the Company incur any premium pay penalties as the result of such shift change.
3. All other provisions of the present Labor Agreement shall apply to the above specified employees except as herein specified which will apply only to third shift employees while actively working on the third shift.
4. The regular work week shall be forty (40) hours per week, eight (8) hours per day, five (5) days per week, Sunday evening through Friday morning and there shall be specified starting and quitting time for each employee. This does not constitute a guarantee by the Company of hours per day or per week. The Company may schedule employees to work reasonable overtime and employees are expected to work overtime as required unless they furnish a reasonable excuse for not working.
5. For purposes of pay, Sunday's starting time until Monday's starting time constitute Monday, etc.. for each day for the rest of the week.
6. Overtime rate at time and one-half the employees' hourly rate will be paid for the following:
  - All work performed on Saturday which is herein defined to mean a 24 hours period beginning at the individual

employee's regular third shift starting time on Friday evening and ending at the individual employee's regular third shift starting time on Saturday evening following such Friday.

- All work performed in excess of eight (8) hours in any one day or 40 hours in any one week.
- All work performed by an employee to the beginning of and after the end of his regularly scheduled shift.

7. Overtime rate at double the employee's hourly rate will be paid for the following:

- All the work performed on Sunday, which is hereby defined to mean a 24 hours period beginning at the individual employee's regular third shift starting time on Saturday evening and ending at the individual employee's regular third shift starting time on Sunday evening following such Saturday.
- All work performed on the recognized holidays in this agreement, except where third shift employees are required to begin work on the evening of the holiday in order to be the starting shift that week. Such time shall not be considered as work performed on the recognized holidays and the Company shall incur no additional expense in the form of premium pay for holiday work.
- All time worked in excess of twelve (12) hours in any twenty-four (24) hour period. If any employee is required to work on Saturday as defined in Paragraph 6, Section 1 of this amendment, the Company shall notify the employee that he will be required to work on Saturday at the end of his shift on Thursday, as defined in Paragraph 4 of this amendment, if reasonably possible, but in no event later than noon on the Friday, as defined in Paragraph 4 of this amendment, preceding such Saturday.

8. This agreement shall be on a trial basis for up to six (6) months. Either party, with two weeks notice, may terminate this agreement. This agreement will be reviewed on at least six (6) month intervals for extension.

LOCAL LODGE 1259,  
INTERNATIONAL  
ASSOCIATION OF  
MACHINISTS AND  
AEROSPACE WORKER

NEW HOLSTEIN  
OPERATIONS  
TECUMSEH PRODUCTS  
NEW HOLSTEIN, WI

Don Watson  
Roger Reese  
Randy Seach  
Oliver Mulholland  
Stan Schmitz  
Steve J. Snyder  
Ernie J. Stein

Peter D. Kline  
Scott A. Kline  
Donna Kline  
Wanda A. Kline



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