K# 4040 es= 2,000

CONTRACT 1999-2003

Between

TOWER AUTOMOTIVE PRODUCTS

COMPANY, Inc.

Milwaukee

and

SMITH STEEL WORKERS

D.A.L.U. 19806

A.E.L.-C.LO.

January, 1999

Duration= 1/1/99-7/31/2003

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Between
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COMPANY, Inc.
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January, 1999



Duration 1/1/95-7/31/2003

1999-2003 LABOR AGREEMENT PREAMBLE

The Company and the Union encourage the highest degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees. The officers of the Company and the Union realize that this goal depends on more than words in a labor agreement, that it depends primarily on dignity and respect between people in our respective organizations and at all levels of responsibility. They believe that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Company and Union. They believe also that proper attitudes are of major importance in the plant where day-to-day operations and administration of the labor agreement demand fairness and understanding. They believe that these attitudes can be encouraged best when it is made clear that the Company and the Union officers whose duties involved negotiation of the labor agreement are sincerely concerned with the best interests and wellbeing of the business and employees.

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CONTRACT 1999 - 2003

The terms "Employer," "Company," and "Management," as used herein mean the Tower Automotive Products Company, Inc. at Milwaukee, Wisconsin. The term 'Union" as used herein means the Smith Steel Workers Directly Affiliated Local Union 19806. A.F.L.-C.I.O.

L RECOGNITION

A. Mutual Objectives:

The Company and the Union recognize and will abide by the principles of collective bargaining relating to wages, hours, and working conditions.

The Company recognizes the Union as the exclusive representative of all the employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, hours of employment or other conditions of employment.

B. Coverage:

1. It is agreed that the following employees shall be subject to the terms of this Agreement. Production, maintenance, and office employees, including foremen helpers, but excluding all employees working in the general administrative offices of the Corporation, all employees working in the Personnel Departments, senior and junior buyers, senior and junior accountants, purchase follow-up, chief telephone switchboard operator, division

managers and their secretaries, salesmen, sales service specialists, sales trainees, foremen and supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action, and also excluding all employees under the jurisdiction of the following bargaining units: Cafeteria Workers: Local 150 Service Employees International Union A.F.L.-C.I.O., CLC: United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local Union 601: International Brotherhood of Electrical Workers. Local Number 663; Technical Engineers Association: Milwaukee and Southern Wisconsin District Council of Carpenters, A.F.L. C.I.O.; and International Association of Machinists and Aerospace Workers, District No. 10; shall be represented by the Smith Steel Workers Directly Affiliated Local Union 19806. A.F.L.-C.I.O. as the sole and exclusive bargaining agency.

2. Any employee subject to the terms of this Agreement, who has been a member of the above designated labor organization at any time since December 18, 1934, shall remain a member of said labor organization in good standing (unless and until appropriately transferred into any other labor organization having an

agreement with the Company) as a condition of continued employment. Any employee becoming subject to the terms of this Agreement, having a seniority commencement date later than December 7, 1941, shall be required, as a condition of continued employment, to become and remain a member in good standing of the said labor organization no later than thirty (30) days after date of hire or date of execution of this Agreement, whichever is the later. Employees who are laid off must be in good standing no later than thirty (30) days from the date of re-employment. Each employee hired or rehired on or after April 1, 1947, if retained in the employment of the Company, shall no later than thirty (30) days after date of hire or date of execution of this Agreement, whichever is the later, become and remain a member in good standing in said labor organization as a condition of continued employment.

C. Check Off:

Upon receipt of a signed authorization card of theemployee involved, the Company agrees to deduct
from the employee's earnings, membership fees
including an initiation or reinstatement fee, servict
charge, special assessments and monthly due—
uniformly and regularly payable by or legally leviecupon members of the Union in accordance with th—
provisions and conditions as set forth on sai—

authorization card. Such individually signed authorization cards shall be effective subject to the provisions of Federal Law.

Such deductions, when so authorized, shall be made once a month from the employee's paycheck (except as otherwise provided below) and the amount so deducted shall be remitted directly to the Secretary-Treasurer of the Union. Deductions for service charges and special assessments shall be accumulated and deducted once annually from a pay period mutually agreed upon between the Company and the Union. Deduction of special assessments referred to above will be made at the sole option of the Company. The check for the deductions shall be accompanied by a statement showing the names of the employees who have authorized deductions and the amount of deduction made from each employee's earnings.

The Secretary-Treasurer of the Union shall, after the effective date of this Agreement, inform the Company in writing as to the amount of any such deductions which are applicable to all members and levied in accordance with the constitution and bylaws of the Union; thereafter, the Secretary-Treasurer shall inform the Company of any change in the amounts of any such deductions uniformly applicable to all members.

The Union shall indemnify and save the Company narmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by

reason of action taken or not taken by the Company in reliance upon the authorization furnished to the Company by the Union under the above provisions.

D. Jurisdictional Disputes:

Should any jurisdictional dispute arise, no action shall be taken until a sincere attempt has been made to settle the dispute by the unions involved.

It is agreed that all work coming within the job descriptions for the classifications which were included in the bargaining unit as agreed to in the certification by the National Labor Relations Board November 13, 1946, and subsequently agreed to on June 23, 1948, as set forth in Article I-B, Recognition-Coverage of this Agreement, comes within the jurisdiction of the Union signing this Agreement.

E. Discrimination:

There shall be no discrimination or intimidation by the supervisors, superintendents, or any other persons in the employ of the Company, against any employee because of Union Membership, nor against any Union Representative in carrying out his duties as covered by this Agreement.

The Company and the Union agree there shall be no discrimination against any employee because of race, color, religion, age, sex or national origin; and further, that there shall be no discrimination against any employee because of physical or mental handicap or status as a disabled veteran or veteran of the Vietnam era insofar as such is prohibited by law

Wherever reference is made in this Agreement to "his," "he," "him" or "man," the term shall be interpreted to mean "employee" whether male or female.

II. HOURS OF WORK AND OVERTIME

A. Scheduling (1), (2):

The regular workday shall be eight (8) hours and the regular work week shall be forty (40) hours for all employees.

It is agreed that every effort will be made by Management to provide all employees with a regular day's work. In case it should become necessary to work more or less than the above mentioned hours for any division, department, or departments, the Grievance Committee of the Union shall have authority to make temporary arrangements with the Management pending a meeting or action by the members involved.

No shift shall work less than five (5) hours daily, including Saturdays, Sundays, and holidays, except in cases of a major breakdown.

In the event of a breakdown, the employees directly affected may be released for the balance of their shift. If the breakdown extends into succeeding shifts, the employees with the least seniority in the department will be released.

Report-In Pay: (1)

Employees reporting for work on a scheduled

workday shall be guaranteed a minimum of five

- (5) hours of work or five (5) hours pay at their hourly minimum rate with time and one half (1.5) for Saturday work and double (2) time for Sunday and holiday work.
 - (1) See Exhibit B-Interpretations-No. One (1)
 - (2) See Exhibit B-Interpretations—No. Two (2)

Call-In Pay:

When an employee completes his regular shift and after leaving the plant is requested to return to the plant for work, he shall be paid a minimum of five (5) hours pay as follows:

Hours actually worked over eight (8) in the day shall be paid at his hourly minimum rate and any applicable overtime or premium pay.

When the employee leaves on his own accord before completing five (5) hours, he shall be paid only for the hours actually worked at the hourly minimum rate and any applicable overtime or premium pay.

When he is released by the supervisor before completing five (5) hours, he shall be paid for the hours actually worked at the hourly minimum rate and any applicable overtime or premium pay, and the difference between the hours actually worked and five (5) hours shall be paid at the hourly minimum rate.

When it becomes necessary on a Saturday, Sunday, or holiday to call in an employee not scheduled, the same method of payment shall apply, except that all hours actually worked shall be paid at the hourly

minimum rate and any applicable overtime or premium pay.

All employees required for overtime work on Saturdays and Sundays shall be notified not later than Thursday, (Wednesday night in the case of a 3rd shift employee) and employees required to work on a holiday shall be notified not later than two working days prior to the holiday. If, due to an emergency, it becomes necessary to deviate from this practice or to cancel overtime so scheduled, the Grievance Committee of the Union shall be consulted and the emergency explained.

The distribution of overtime hours shall be made in accordance with the following procedure:

Objective (3):

Overtime hours shall be distributed equally among employees within each department or related group of departments, taking into consideration the employee's overtime sharing group. All overtime hours charged shall be computed at straight-time plus overtime premium; e.g., 8 hours overtime x 1-1/2 equals 12; 8 hours x 2 equals 16 for Sunday and holiday.

Records:

Each week the "Supervisor's Record of Overtime Hours" will be posted in full view near the supervisor's office to show the days of the week and the overtime hours which each employee worked or could have worked. The records are available for

See Exhibit B Interpretations - No. Three(3)

employees to consult in their off hours; in no case is an employee to take time away from his work to view the record. If no complaint is made during the week in which the record remains posted, a grievance covering the hours involved will not be considered timely.

Procedure:

At the beginning of each week, the timekeeper will give the supervisor a copy of the "Supervisor's Record of Overtime Hours" showing the name, payroll number and accumulated overtime hours of each employee in his group. During the week, the supervisor will note on the record any overtime offered, but not worked, or any absences.

The following symbols will be used:

- R Overtime refused (offered but not worked or accepted and not worked)
- A Absent for any reason and overtime not offered
- V Vacation
- U Union business (as defined elsewhere in Article II, A)
- P Personal day
- J Jury duty
- M Military duty (military leave short term as defined in Article VII, C, 5 and authorized military training)
- F Funeral Leave

At the beginning of the new week, the supervisor will give the record to the timekeeper who will record overtime hours, extend totals and post the record in the place provided.

Rules for Recording:

In computing the number of overtime hours worked by any employee, the following rules will apply:

 Wherever the symbol "R" appears, the employee shall be considered to have worked the same number of hours as the other employees of the group who worked overtime hours on that day. These hours shall be placed alongside the symbol.

If an employee refuses some or all of consecutive days of daily overtime which were offered at one time, he is charged "R" for the first day or days he refuses and is bypassed without charge for the following days. He works only the overtime which precedes the refusal.

The maximum scheduled overtime in a 24 hour cycle is to be 12 hours (16 hours of work is the absolute last resort).

An employee who is offered continuous work in excess of twelve hours and refuses such overtime offered will be charged for the overtime hours refused excluding those refused in excess of twelve continuous hours.

a. Whenever the symbol "A" appears, the employee shall be charged the average overtime hours worked by the employee's department or related group of departments taking into consideration the employee's overtime sharing group except that when such absence exceeds one calendar week an employee shall maintain his same position with regard to the midpoint of the range of hours in his classification group in his department.

- b. Whenever the symbol "V" appears, no hours will be added during such employee's vacation period.
- c. Whenever the symbol "U" appears, no overtime hours will be charged during such employee's days on Union business.
- d. Whenever the symbol "P" appears, no overtime hours will be charged during such employee's personal days.
- e. Whenever the symbol "J" appears, no overtime hours will be charged during such employee's days on jury or witness duty, except where overtime payment is made under Article VI, 5.
- f. Whenever the symbol "M", appears no overtime hours will be charged during such employee's days on military duty.
- g. Whenever the symbol "F" appears, no overtime will be charged during such employee's weekdays absent on funeral leave as defined in Article V.

 Saturday and Sunday work offered after Thursday (after Wednesday for 3rd shift employees only) of any week and holiday work offered later than two working days prior to the holiday shall be charged if worked, not charged if refused.

An employee will not be charged for weekend overtime refused if such overtime begins less than five (5) hours after the end of the employee's previous shift. The overtime will be offered to the employees and not charged if refused, charged if accepted and not worked.

- Overtime hours offered outside the employee's overtime sharing group will be charged if worked, not charged if refused.
- 5. New, reinstated or transferred employees or employees who elected to take a layoff will start with the current average of the other employees in the department or related group of departments. Employees reclassified into another occupation will be given the current average of the other employees in that classification within the department.

This procedure will apply to all employees with the exception of stock and crib attendants and Tool & Die/Maintenance Welders in the Central Area, for whom overtime hours will be equally distributed within the Central Area.

Related Groups of Departments

(See Objective of Procedure under Interpretations No. three (3))

There are currently no related groups of departments.

The related groups of departments may be changed by mutual agreement between the Grievance Committee of the Union and the Colleague Growth and Development Leader (or their designee) for the Company. The Colleague Growth and Development Leader (or their designee) will furnish the Grievance Committee with a copy of such change.

When the Secretary of the Union notifies the Company that the attendance of an employee is required on Union business outside the Company at times other than regular working hours, the employee will not be scheduled for overtime work. Employees scheduled before notice is received will not be considered absent for the purpose of overtime charging.

For the purpose of overtime sharing, any weekend transfer or layoff from an overtime sharing group shall be effective on Monday. A transfer shall be effective on Tuesday if Monday is a holiday. An employee moving into a department will not be offered overtime in that department until he has begun work there.

B. Overtime:

- For the purpose of applying overtime rates the workday and holidays shall be considered to start at 11:00 P.M. the previous day and end 24 hours later. Overtime premium shall be paid on the average hourly rate for the week as determined by the Fair Labor Standards Act.
- Payment at the rate of time and one-half shall be paid for:
 - a. Hours worked on Saturday (See interpretation No. Two (2) Exceptions)
 - b. Daily overtime only after 40 credited attendance hours have been accumulated in their regular workweek. (See Interpretations No. One (1), Paragraph 1).

Credited hours are:

- (1) Holiday Hours paid to the maximum hours of the employee's regular shift.
- (2) Balance of regular shift hours if lack of work and no work is offered.
- (3) Certified Union Business (not paid by the Company) hours for the regular shift.
- (4) Paid Leaves to the maximum allowed herein.

For each full or partial regular work day absent, the total number of hours (paid and credited) will not exceed those in the regular shift. (5) Sent home by the Medical Department (or authorized person when the Medical Department is not open) hours for nonoccupational injury or illness.

The balance of the regular shift is credited if the employee has worked and is paid for some portion of the shift.

- (6) Occupational injury absence hours. Regular shift hours are credited for absence on days 1, 2 and 3 when no Worker's Compensation is paid for those days as the result of the employee being able to return to work before day 8.
- (7) Weekday before a holiday hours. For an employee who is scheduled for and works a short shift, the total number of hours (paid and credited) will not exceed those in the regular shift. Regular shift hours are credited for a third (3rd) shift employee who is given and exercises an option to be off work with permission rather than working second shift.
- (8) Employees recalled or laid off in the middle of a week due to a customer related shutdown will receive up to eight (8) hours credit per day for overtime accrual purposes.
- c. Continuous hours worked when an employee is called in more than four hours prior to the end of his 24-hour cycle in which he worked because of a shift change

- requested by Management. This shall not apply to
- Shift changes involving Saturday or Sunday.
- (2) Shift changes through application of shift preference.
- (3) Shift changes through application of "Secondary Recall".
- Payment at the rate of double time shall be paid for all hours worked on the employee's Sunday and Holiday (See interpretation No. Two (2) Exceptions)
 - a. Any 3rd shift employee called in prior to 9:00 pm Sunday night and any 1st shift employee called in prior to 5:00 am Monday morning will be paid at double time for the remainder of the continuous hours worked. Any 3rd shift employee called in at 9:00 pm Sunday night or later and any 1st shift employee called in at 5:00 am Monday morning or later shall receive straight time.
 - b. If a shift carries beyond 11:00 pm the day of the Holiday double time payment shall continue until the shift goes off. Any employee called in prior to 9:00 pm the day of the Holiday shall receive double time for the remaining continuous hours worked. Any employee called in prior to 10:30 pm but

- not before 9:00 pm. the day of the Holida shall receive double time up to 11:00 pm.
- c. Any 1st shift employee called in prior to 5:00 am the day following a Holiday shall receiv double time for the remaining continuou hours worked. Any employee called in befor 6:30 am, but not before 5:00 am, the da following the Holiday shall receive doubl time up to 7:00 am.

Payments made under the provisions of Article III Holidays, shall not be considered time worked i computing payments under Article II, Hours of Wor and Overtime. When two or more types of overtim or premium compensation are applicable to the sam hours of work, only the higher rate of compensatio shall be paid. In no case will overtime or premium compensation be pyramided.

C. Shift Differential:

Employees working on the second shift shall b paid an additional twenty-nine (29) cents per hour fo each hour worked; and the employees working on the third shift shall be paid an additional thirty-two (32 cents per hour for each hour worked. The majority o hours worked in any shift shall determine the rate o shift premium to be paid for all hours of the shift.

III. HOLIDAYS

The holidays referred to herein shall be: New Year's Day Martin Luther King's Birthday (3rd Monday in January)

Good Friday

Thanksgiving Day
Friday following Thanksgiving Day

Memorial Day

Fourth of July Labor Day

December 24

Christmas Day

December 31

Floating (1) 1999, 2001

Floating (2) 2002

The date on which the holiday is observed shall be the governing date for all purposes. Holidays shall be considered to start at 11:00 pm the previous day and end 24 hours later. Hourly rated employees

shall be paid for these holidays, providing the employee meets all of the following eligibility rules:

- 1. The employee has thirty (30) days service as of he date of the holiday, and
- 2. The employee must have worked the last regular work day prior to and the next regular work day after such holiday unless he has been excused by his supervisor.
- 3. If an eligible employee is absent due to an injury, llness, or an approved leave of absence he shall be paid for any holidays which fall within the thirty (30)

days following the date of injury, illness, or the beginning of the leave of absence.

4. An eligible employee shall receive pay for the above holidays if he is laid off during the week in which the holiday falls; if the holiday falls within the thirty (30) calendar days following the eligible employee's date of layoff; if the holiday falls within the eligible employee's approved vacation period; if the holiday falls when the eligible employee is on jury or witness duty; and, if an eligible employee who has been absent because of an approved leave of absence, layoff, illness or injury returns to work following the holiday, but during the week in which the holiday falls.

Employees eligible under these provisions shall receive eight hours pay at their hourly minimum rate exclusive of shift and overtime premiums for each such holiday. If eligible employees are required to work on such a holiday, they will receive this payment in addition to that provided in Article II - Hours of Work and Overtime of this Agreement.

Payments made under the provisions of Article III - Holidays shall not be considered time worked in computing payments under Article II - Hours of Work and Overtime.

Christmas Holiday Period:

In order for employees to have maximum time off during the Christmas Holiday period, scheduled—operations will be held to the minimum consistent with—

operational needs.

Employees shall receive pay for the weekdays during the Christmas Holiday period (eight (8) hours each day) as follows:

1999 - 2000

Floating Holiday
Holiday
Holiday (in lieu of 12/25/99)
Special Vacation Day

Wednesday, Dec. 29 Special Vacation Day Thursday, Dec. 30 Holiday (in lieu of 01/01/00)

Friday, Dec. 31 Holiday

2000 - 2001

Monday, Dec. 23	Honday
Tuesday, Dec. 26	Holiday (in lieu of 12/24/00)

Ualidan

Wednesday, Dec. 27 Special Vacation Day

Thursday, Dec. 28 Special Vacation Day Friday, Dec. 29 Holiday (in lieu of 12/31/00)

Monday, Jan. 1 Holiday

2001 - 2002

Monday, Dec. 24	нопаау
Tuesday, Dec. 25	Holiday

Wednesday, Dec. 26 Special Vacation Day

Thursday, Dec. 27 Special Vacation Day

Friday, Dec. 28 Floating Holiday Monday, Dec. 31 Holiday

Tuesday, Jan. 1 Holiday

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2002 - 2003

Monday, Dec. 23 Floating Holiday

Tuesday, Dec. 24 Holiday Wednesday, Dec. 25 Holiday

Thursday, Dec. 26 Special Vacation Day Friday, Dec. 27 Special Vacation Day

Monday, Dec. 30 Floating Holiday

Tuesday, Dec. 31 Holiday Wednesday, Jan. 1 Holiday

Eligibility and computation of pay for the holidays above shall be determined per provisions of Article III - Holidays, except that an employee who fails to accumulate five hundred (500) attendance hours in the calendar year because of extended sick leave is not eligible for Christmas Holiday period pay.

Employees who do not meet the service requirements for holiday eligibility may file for Unemployment Compensation.

Special Vacation Days:

 The following days have been designated as Special Vacation Days during the Christmas Holiday periods under the 1999-2003 Contract:

1/1/99 - 12/31/99

Tuesday, December 28 Special Vacation Day Wednesday, December 29 Special Vacation Day

1/1/00 - 12/31/00

Wednesday, December 27 Special Vacation Day Thursday, December 28 Special Vacation Day

1/1/01 - 12/31/01

Wednesday, December 26 Special Vacation Day Thursday, December 27 Special Vacation Day

1/1/02 - 12/31/02

Thursday, December 26 Special Vacation Day Friday, December 27 Special Vacation Day

2. Any employee who is eligible for the Special Vacation Days and is unable to take one or both as designated above shall be given the opportunity to schedule the day or days during the non-peak vacation period as defined in Article IV Vacations.

Eligibility and computation of pay for the above shall be per provisions of Article IV - Vacations, except that:

- Service eligibility will be thirty (30) days service as of the date of the second vacation day in "1" above.
- b. The employee must be on the active payroll during the week immediately prior to the week specified in "1" above and if he was laid off in the course of that week must have accumulated thirty (30) days of service prior to his layoff.
- c. The active payroll requirement in "b" above shall be waived in the case of an employee who is absent due to injury or illness provided the given vacation day falls within thirty days following the date of the injury or illness.

Scheduling of Special Vacation Days shall be as

follows:

- a. Special Vacation day(s) must be taken durin the non-peak vacation periods.
- notification is the same as personal day (Article IV-F)
- days not taken will be paid off no later than th second pay period following the November pea period.
- b. Requests must be approved by his superviso
- c. Subject to the preceding, the employee ma schedule single days or he may schedule bot days together.

IV. VACATIONS

A. Vacation Periods:

The annual vacation period shall be from Januar 1 through December 31 of each calendar year.

B. Eligibility and Accrual:

Vacations with pay will be granted on the followin basis for all employees:

- After 1 year of seniority, 1 week (5 days, with 4 hours pay)
- After 2 years of seniority, 2 weeks (10 days, wit 80 hours pay)
- After 5 years of seniority, 3 weeks (15 days, wit 120 hours pay)
- After 12 years of seniority, 4 weeks (20 days, wit 160 hours pay)

After 20 years of seniority, 5 weeks (25 days, with 200 hours pay)

After 25 years of seniority, 6 weeks (30 days, with 240 hours pay)

Any eligible employee working during the alendar year shall be entitled to a vacation except nat the employee will earn the current year's vacation igibility according to the following schedule:

Vacation earned, by eligibility level

radited

realtea	ited vacation carried, by engionity level					
<u>ours</u>	1 week	<u>2</u>	3	<u>4</u>	5	<u>6</u>
60	1	1	1	1	1	1
20		2	2	2	2	2
80			3	3	3	3
40				4	4	4
00					5	5
00						6
Credit	ed hours	are a	all accu	ımulate	ed atte	ndance

An employee in active status as of the end of the revious year or who has earned the full year's benefit an schedule and take his full vacation eligibility at my time during the year, subject to the following rovisions:

ours and eight (8) hours per regular weekday while

bsent, except for periods of layoff.

 An employee who quits, is released or is discharged for cause will receive payment only for the earned vacation amount, less any

- already taken. If the amount used exceeds the amount earned, the difference will be deducted from his earnings or collected from him.
- An employee terminating due to retirement or death will be considered to have earned the full year's benefit. In case of death, the vacation pay for any eligible employee will be paid to his insurance beneficiary.
- 3. Subject to "1" and "2" above:
 - a. An employee on layoff at the start of the calendar year, who does not return to work by four (4) weeks from the date of layoff or at the end of any Special Agreement reduction, will be eligible for vacation based on the accrual schedule above. He may not schedule or take vacation until he accumulates 320 credited hours. If he accumulates 160 but less than 320 credited hours in a calendar year, he will receive one week pay in lieu of vacation.
 - b. An employee who begins the year in an active status and is subsequently laid off after January 31 will be considered to have earned the full year's benefit at the time of layoff."
 - c. An employee who begins the year in an inactive status other than layoff must earn vacation eligibility as in "a" above but will be considered to have earned the full year's benefit if:

- (1) He returns to work after January 31.
- (2) He returns to work in January and is subsequently laid off after January 31.
- d. Any employee laid off in January who remains on layoff on January 31 will be considered to have earned the full year's benefit if he could be at work on January 31, except for being on optional layoff or a Special Agreement reduction.

Any employee laid off who is not reinstated during the current calendar year above shall have his vacation period determined by his service at the time of layoff except full earned vacation benefits will be paid at the time of layoff (excluding temporary layoff) in 1999, 2000, 2001, 2002 or 2003 to an employee whose fifth, twelfth, twentieth or twenty-fifth anniversary occurs in that year.

During any calendar year in which an employee's anniversary date occurs too late in that year (up to and including December 31) for him to take the full additional five days for which he has become eligible, he shall receive pay in lieu of vacation for those days which cannot be taken in the calendar year. Any days which can be scheduled may be scheduled in accordance with Section D of this Article.

Veterans who take advantage of schooling or raining under the G.I. Bill shall not be eligible for vacation pay during periods of work between school attendance.

C. Computation of Pay:

The average rate per hour for vacation pay for the year will be the employee's hourly minimum rate a the time he takes his vacation.

D. Vacation Scheduling (6):

Vacations shall be granted at such times during the year as the Management finds most suitable considering both the wishes of the employees and the efficient operation of the department concerned Insofar as practical, employees with the highest seniority shall be given preference of dates Employees' preference of vacation weeks shall be submitted no later than February 1st of the vacation year, and the Company shall post the approved vacation schedule no later than March 1st. This shall not be construed to bar anyone from making arrangements due to circumstances beyond his control, such as trading with someone or designating sick leave as his vacation week or weeks.

An employee eligible for vacation may schedule two (2) years of such vacation back to back at the end of one vacation year and the beginning of the next vacation year without having worked in the second vacation year prior to taking the second vacation.

One (1) vacation week can be taken in individual days during Non-Peak Periods. These days will be scheduled using the same criteria as used for personal days. All remaining weeks of vacation must be taken in increments of one week.

(6) See Exhibit B Interpretations - No. Six (6)

Non-Peak Periods are defined as follows:

- The first full week of January until the week ending the Sunday, eight (8) days prior to Memorial Day (excluding the full weeks before and after Easter) and;
- The second full week in September through the second full week of November (includes any designated non-scheduled workdays).

Vacations: One (1) week taken in days

- Employees will be given the option of taking one
 week of vacation as individual days.
- Employees choosing to schedule a week of vacation by days must make this known at the time of vacation scheduling (March 1st).
- These days must be taken during non-peak periods as described above. Individual days not taken will be paid off no later than the second pay period following the November non-peak period.
- 4. Special vacation day(s) must be taken during the non-peak vacation period (as defined above).
 notification is the same as personal days.
 - days not taken will be paid off no later than the
 - days not taken will be paid off no later than the second pay period following the November non-peak period.

"An employee beginning his vacation on his Monday shall not be required to work on his Saturday or Sunday prior to his vacation. Employees will be charged red hours if worked, not charged red hours if refused". Under no condition shall any employee work on the Saturday or Sunday within his vacation period.

If an employee being laid off is eligible for a vacation, he shall:

- If his vacation had been scheduled to occur subsequent to his layoff, have such vacation allocated and paid for at the time it was scheduled.
- If his vacation had not been scheduled to occur subsequent to his layoff, have his vacation allocated and paid for during a specified period of his layoff only if the employee so requests.
- 3. If his vacation had not been scheduled to occur subsequent to his layoff, and the employee does not request its allocation, it shall be scheduled and paid for in the last period of the vacation year so as to have the completion of the vacation period coincide with the end of such vacation year.
- 4. In the event of allocation in accordance with No. 2 or No. 3 during a period when a holiday occurs, the employee will not receive an extra day of vacation or pay therefor.

If the Company schedules and pays for a vacation during an employee's period of layoff contrary to the above provisions, and as a result there is a conclusive denial of such employee's unemployment compensation under the applicable statute of the State of Wisconsin, and rules and regulations of the Wisconsin Department of Industry, Labor and Human Relations, the Company will reimburse the employee for any unemployment compensation so denied.

E. Pay in Lieu of Vacation:

1. An employee eligible for more than four weeks vacation in the given year shall have the option of taking time off or electing pay in lieu of time off for any or all full weeks over four. In addition to this, if an employee under provisions of "B. Eligibility" above will receive the remaining days of the year (less than a week) as all or part of his vacation in a given year, he may elect pay in lieu of vacation for these days.

An employee may request pay in lieu of vacation in the case of sickness, extreme hardship or retirement.

 An employee electing pay in lieu of vacation must make his election not later than February I of the vacation year. A request for pay in lieu of vacation based on sickness, extreme hardship or retirement is exempted from the February I time limit.

The employee will not designate specific calendar weeks as waived (therefore monies paid will not apply to specific weeks).

3. The employee may select the payday on which

payment will be made, provided:

- He shall request payment on the form provided by the Company.
- The payday he selects may not be earlier than the one immediately prior to the first week in which he goes on vacation.
- c. The request must be made to the department supervisor not later than the second payday prior to the payday on which the payment is to be made.
- d. The total vacation weeks paid the employee for the year, for time off and time waived, shall not exceed those which would be paid under "B. Eligibility" had all weeks been taken as time off.

F. Personal Days:

Five (5) personal days with pay will be granted each employee who has one (1) or more years of seniority. The provisions of Section B - Eligibility apply except for this seniority requirement.

Computation of pay shall be according to the provisions of the 1999-2003 Contract.

Scheduling of personal days shall be as follows:

- The employee must make his request to his supervisor for a given personal day(s) at leas two (2) working days (Monday through Friday prior to the day(s) he is requesting.
- His request must be approved by his supervisor—

- Subject to the preceding, the employee may schedule single days or he may schedule any number of days together.
- 4. Unless otherwise notified, the following days are non-scheduled workdays without pay or penalty and employees will be credited with eight (8.0) hours with regard to the overtime accrual provisions. Employees will be off without pay or penalty unless the employee exercises the option to schedule personal day(s), special vacation day(s) or non-peak vacation day(s) unless they are off for jury duty, witness duty or funeral leave or are otherwise notified they are required to work.

Monday, July 3, 2000

Friday, July 5, 2002

The employee shall receive pay for any unused personal day/s remaining at the end of the vacation year.

G. Annual Vacation Shutdown:

Each plant may schedule a vacation shutdown not to exceed two weeks in length each year during the months of June, July or August:

- In order to qualify as a vacation shutdown, at least 70% of the employees in the plant must be affected.
- Employees on operations that are dedicated to a specific product group will follow the same vacation shutdown as the plant they service.

- Employees must take vacation during the designated vacation shutdown. When a holiday falls on a weekday within a shutdown week, employees will have the option of using personal days to fill all remaining days of that week. To the extent they have no remaining vacation eligibility, they will be eligible for Unemployment Compensation benefits.
- 4. The Company must give no less than 30 calendar days advance notice to the Grievance Committee of the scheduled vacation shutdown.
 - Deviations from this procedure may be made by mutual agreement.

V. FUNERALLEAVE

1. An employee who otherwise would have been actively at work will be paid three (3) days bereavement pay (24 hours) if he is absent during his *regular work week for the purpose of arranging for and/or attending the funeral of one of the following:

Spouse

Father or mother (Or step relatives)

Children (Or step relatives)

Brother or sister (Or step relatives)

Father or mother-in-law (Or step relatives)

Grandfather or grandmother

Half brother or sister

Grandchildren

Grandenlidren

* See Exhibit B-Interpretations —No. (1)



- 2. In the case of the spouse's grandparent's or brother-in-law or sister-in-law an employee will be paid one (1) day bereavement pay (8 hours).
- 3. The amount of pay due through "1" and "2" above is the employee's hourly minimum rate.
- 4. An employee has the option to add one (1) day unpaid approved leave Monday-Friday or regularly scheduled workdays (can bridge two (2) weeks) to existing current scheduled groups, with proper notification.

VI. JURY AND WITNESS DUTY

An employee shall be excused from work on a workday on which he performs jury or witness service provided he gives prior notice to his supervisor. "Witness service" for purposes of this section refers to an employee who is subpoenaed by a court as a witness and who serves as a witness in court. An employee shall be permitted to work part time outside his regular jury or witness service if the nature of his work is such as will permit this practice. An employee who is excused for jury or witness service and who furnishes the Company with a statement from the court with regard to jury or witness pay received and time spent on jury or witness service on a regularly scheduled workday will be reimbursed by the Company as follows:

 An employee absent for his entire shift will be paid the difference between jury or witness pay and his regular wages for his regular shift.

- An employee who performs jury or witnes service and works on the same work day will be part the difference, if any, between his actual earnings fo the day plus the jury or witness pay and his regula wages for his regular shift.
- 3. An employee who is called for jury service responds to the call and loses time from work, but 1 not accepted for jury service, will receive an amoun equal to his regular wages for such time lost on hi regular shift, provided he returns to his job promptly
- For purposes of this section, regular wages sha be the employee's hourly minimum rate, excludin shift and overtime premium.
- 5. For purposes of this section, regular shift shal include overtime attendance hours if all employee in his overtime sharing group are working overtim and if it is reasonable to assume that the employe would have worked the overtime. Time allowanc hours shall not be paid.

Third shift employees scheduled for Jury/Witnes duty shall not be required to work the shift prior to the beginning of their Jury/Witness duty.

Example: An employee required for Jury/Witnes duty on Monday a.m. will not be required to report a 11:00 p.m. Sunday night.

VII. SENIORITY

A. Seniority Lists:

 Employees shall be regarded as probationary employees until their names have been placed on the Seniority List.

Employees may acquire seniority by working sixty (60) days during a period of six (6) continuous months, in which event the employee's seniority will date back sixty (60) days from the date seniority is acquired. (4)

All days of absence must be made up in determining the date upon which the employee acquires seniority.

(4) See Exhibit B-Interpretations - No. Four (4)

- 2. An employee who completes his probationary period but was absent within the six (6) continuous months referred to above, because of industrial injury, sickness, funeral leave, jury and witness duty or short-term military leave will have his seniority date established by dating back sixty (60) days from the date seniority is acquired, plus that number of days for such absences as specified below:
 - a. Industrial injury all days absent (including the waiting period) provided the employee receives worker's compensation benefits.
 - b. Sickness all days absent (including the waiting period provided for under the Company's sickness and accident benefit program) if the employee receives any such benefit payments.

- c. Jury and witness duty all days absent o which the employee serves actively on a grand or petit jury and receives the full regular per dien juror's fee.
- d. Funeral leave up to three (3) days absence in accordance with Article V of this contract.

See Exhibit B-Interpretations-No. Four (4)

- e. Short-term military leave all days absen during which the employee satisfactorily discharged his duties to the military uni involved and received Government pay therefor.
- 3. There shall be no responsibility for the re employment of probationary employees if they are laid off or discharged, and probationary employees may be terminated for any reason and without recourse to the grievance procedure.
- 4. An employee's name shall be placed on the Seniority List when he has completed his probationary period as provided in "1" above Seniority shall be plantwide, and after January 1, 1947 seniority shall be figured as continuous whether working or laid off. The Seniority List as of Augus 1, 1995 shall be accepted as the accredited seniority standing for all employees whose plantwide seniority commenced on or before August 1, 1995. Seniority employees hired August 1, 1995 shall be entered on the current seniority list.
 - 5. An employee transferring into the unit from

mother bargaining unit will be considered a new mployee for purposes of bargaining unit seniority, with bargaining unit seniority considered continuous rom the date of entry into said unit, except that:

- a. An employee returning to the bargaining unit who had been a member of the bargaining unit prior to January 31, 1972 shall, upon his return to the bargaining unit, be credited with all accumulated seniority from his last date of hiring with the Company.
- b. An employee who leaves the bargaining unit after January 30, 1972 and who subsequently returns to said unit shall, upon his return to the bargaining unit, be credited with all accumulated seniority from his last date of hiring with the Company, except seniority accumulated in any other bargaining unit after January 30, 1972 and his bargaining unit seniority shall be adjusted accordingly.
- 6. When in the application of seniority more than one employee has the same seniority date, the mployee with the lowest employee clock number hall have the greatest seniority.
- 7. Management shall keep the Seniority List for ach department up to date at all times, and whenever Steward or Grievance Committeeman desires to xamine these records, such records shall be made vailable for inspection.
 - 8. The Grievance Committee will be advised when

departments are created, merged, divided, or eliminated, and if any such change should unfairly affect the seniority rights (provided herein) of individual employees, upon request of either party, the Company shall meet and confer with the Grievance Committee in an effort to achieve a mutually satisfactory solution.

There shall be super seniority for the President of the Union and for members of the Grievance Committee to permit them to continue to perform their duties as long as there are any other 19806 members working at the Tower Automotive Products Company, Inc., Milwaukee, Wisconsin. When the President or a Grievance Committeeman is reduced in force, he is limited to reclassifying to classifications in his job family. When he no longer has sufficient seniority to work in his job family, super seniority will be invoked, and he will continue to hold that classification and rate on a super seniority basis until he has sufficient seniority to be recalled under Article VII. G; moves by secondary recall under Article VII. J; or ceases to hold his office.

B. Loss of Seniority:

An employee shall cease to have seniority under the following conditions:

- 1. If he quits or is discharged for cause.
- 2. If within seven (7) calendar days of receipt of recall notice, verified by his personal signature or the signature of his agent, he fails to inform the

Employment Office of his decision to return to work within fourteen (14) calendar days from the date of receipt of notice. The Employment Office will notify the employee of recall by certified mail. If the seventh calendar day falls on a Saturday, Sunday or holiday, the time limit within which to inform the Employment Office as referred to above shall be extended to the next working day following such Saturday, Sunday or holiday. If the letter is returned unclaimed, or if the receipt of recall notice has not been returned to the Employment Office by the seventh (7th) calendar day, the Union shall be given the remainder of the fourteen (14) day period to investigate the case, but the fourteen (14) day period shall then begin on the date of the postmark of the original notice. When the letter is returned unclaimed, the Company may recall the next senior employee to fill the vacancy. If the employee who did not have his correct address on file reports within the fourteen (14) day period, he shall not lose seniority but he must remain on the recall list until another job opening occurs.

3. If he does not report to work on the date given the Employment Office unless an acceptable reason is given. An employee who is employed elsewhere during the period of layoff may report to work within the fourteen (14) day period in order to have sufficient time to give his employer notice of termination. An employee who is not employed elsewhere must report to work not later than two (2) days after he informs the Employment Office of his decision to return to

work, unless an acceptable reason is given.

- 4. If he fails to return to work at the end of an approved leave of absence unless an acceptable reason is given.
- 5. If he is absent for three (3) consecutive working days without properly notifying the Company, the Company will send written notification by certified mail to his last known address as shown on the Company records, that his seniority will be broken unless within five (5) specified calendar days thereafter, he reports for work or furnishes a satisfactory reason for his absence. If the fifth calendar day falls on a Saturday, Sunday or holiday, the time limit within which to report for work or furnish a satisfactory reason as referred to above shall be extended to the next working day following such Saturday, Sunday or holiday. If he complies with the conditions as set forth in the notification, his seniority will not be broken; however, this shall not be construed as excusing the absence. The Union shall be sent a copy of such letter.
- 6. An employee hired on or after August 1, 1995 will cease to have seniority upon being laid off for three (3) consecutive years.

C. Leaves of Absence:

1. Request for leave of absence is to be made in writing by the employee involved on the form provided. Upon mutual agreement between the Supervisor, the Colleague Growth and Development

Leader for the area, or their designee, the Grievance Committeeman designated for the first step and/or second step of the grievance procedure, or their designee, a leave of absence will be granted for compelling personal reasons; however, it shall not be approved for the purpose of voluntarily taking other employment, nor shall it be used as a substitute for a vacation period.

A leave of absence of less than five (5) days may be granted by the Supervisor as an excused absence. Such absence does not require the use of a leave of absence form, and no other approval is required.

- Union members selected for full time Union work with the Union, or Parent Organization, shall retain their seniority by maintaining good standing in their local.
- 3. All returning veterans who are former employees shall be restored to a position of like seniority, status, and pay, as provided by law. Other questions pertaining to veterans who are former employees shall be decided by the G.I. Counselor in conjunction with the "G.I." Committee of the Union, under the provision of the law.
- 4. Any employed veterans with seniority who take advantage of schooling or training under the G.I. Bill shall retain their seniority during such schooling or training, provided they report for work within ninety (90) days after completion of their training or schooling and had not been employed elsewhere since completing their schooling or training.

- 5. Military Leaves Short-Term
- a. An employee who has official orders requiring him to participate in a training encampment or naval cruise will be granted a leave of absence for such purpose upon presenting such orders to his supervisor. The leave will extend for the length of time necessary for the employee to fulfill the training requirement, but in no event will the Company grant more than thirty (30) days leave in the calendar year. Employees actively at work when ordered to participate in military training will be eligible for the difference between government pay and Company pay for a period of two (2) weeks after one (1) or more years of service.
- b. Differential pay will apply only when the Company pay is greater than the government pay.
- c. Differential pay will be computed by multiplying the employee's daily government pay by five (5) (days in a normal work week) and deducting the results from the weekly Company pay. Weekly Company pay shall be based on the employee's regular wages in the week preceding the commencement of his military leave. For purposes of this section, regular wages are defined as hourly minimum rate (excluding shift and overtime premium). The rate is multiplied by forty (40) hours.

d. If the employee elects to use his vacation time to fulfill military training requirements, vacation pay will be paid for the vacation period in lieu of payment under this section. If additional time is needed beyond the vacation period, then payment may be made in accordance with this section.

If the employee has official orders to participate in a short term military leave or standby alert during his scheduled vacation period, he may reschedule the vacation by notifying his supervisor as soon as possible, but in any event prior to the start of his shift on the day on which the vacation begins.

If unable to contact his supervisor, an advance absence call containing this notification will fulfill this requirement.

- Government pay will include base pay plus remuneration for service ratings or special qualifications, but will not include travel allowance.
- f. This section shall not be construed to apply to such periods of military training as military drills, standby alerts, etc. Time off from work for these reasons will be granted at the discretion of the employee's supervisor and will be without pay. If attendance is compulsory, time off without pay will be granted.
- 6. An employee who is a member of the armed

forces Reserves or the National Guard who is actively at work and is called to active duty during a period o declared war will be eligible for the difference between Company pay and full government pay for a period not to exceed six (6) months.

Company pay shall be based on the employee's regular wages in the week preceding the commencement of his military service. For purposes of this section, regular wages are defined as hourly minimum rate (excluding shift and overtime premium) The rate is multiplied by forty (40) hours to produce a weekly rate.

- 7. An employee who is not eligible for schooling under the G.I. Bill and with a minimum of one (1) year seniority will upon request be granted an educational leave to attend school in a full time degree program However, seniority shall not accrue while on such leave.
- 8. An employee who has been elected to a public office shall, upon request, be granted a leave of absence for the period of the first term of active service in such elected office. Leave for such purpose will be granted for the period of one term only in any elective office and shall not exceed a maximum of six years.

An employee who is appointed to an elective public office to complete an unexpired term shall, upon request, be granted a leave of absence for the period of the unexpired term of such office. Active service in an elective public office for the purpose of completing such unexpired term shall not be considered as a first term in such elective office and shall not prevent the employee from being granted a leave of absence under the conditions described above.

D. Application of Seniority:

Seniority rights shall prevail in the releasing, hiring, transferring, and the loaning of employees to other departments. Seniority rights shall also prevail in the training of men for special jobs. Priority of shifts, whenever possible, will be worked out by Management and the Committee of the Union.

- 1. Priority of shifts shall be determined as follows:
- a. Generally the employee with the greater seniority shall have preference of shifts.
- b. The employee with the greater seniority may elect to replace the employee with less seniority on his particular operation on another shift, or he may elect to replace the employee with the least seniority on another shift within the department.
- c. The employee replaced by an employee with greater seniority may elect to take his particular operation on another shift, or to replace the employee with the least seniority on his shift within the department.
- d. Shift preference may only be exercised within classifications and within the department.

e. For the purpose of exercising shift preference only, all shift preference requests are effectuated at the beginning of the week. As sincere effort will be made to give two (2 working days notice to each employee being transferred. This preference must be made known a minimum of one (1) working day before the transfer

An employee requesting a shift preference on their Friday will be allowed to exercise their option for their following Monday.

In the event the foregoing notice is not given to the employee or in the event the employee does not make his preference known prior to his last regular work day preceding the transfer (excludes Saturdays, Sundays and holidays), an effort will be made to accommodate the employee to the extent that is reasonable and practical.

- f. An employee exercising shift preference may not again exercise preference within the same classification and department for a period of six (6) months except in case of personal compelling reasons acceptable to Management.
- g. Nothing in this procedure gives the employee job seniority nor shall it in any way interfere with Management's right to assign employees to jobs for the efficient operation of the work within the department.

- In the event of an elimination of a shift on a
 particular operation, the employee with the least
 seniority is to be moved to another occupation or
 operation.
- 3. In the event it becomes necessary to remove an employee from his regular operation to fill an urgent operation or to replace an employee on any occupation, the man with the least seniority capable of doing the work shall be used.
- 4. In the event it becomes necessary to lay off or transfer an employee with sixty (60) months or more of seniority, a reasonable training period of five (5) days to learn the available jobs shall be given to the employee, providing it is reasonable to assume that the employee is capable of learning same.
- 5. Employees who are not members of or have no recall rights to this bargaining unit shall not be placed on occupations within this bargaining unit unless there is an opening for which no member of the unit presently employed or laid off is available except as provided in Item 6 below.

An employee transferred into this bargaining unit to fill an opening under

VII - A - 5 - a above will carry over his total seniority into this unit for all purposes.

An employee transferred into this bargaining unit to fill an opening under

VII - A - 5 - b above will carry his total seniority into the unit for all purposes except: Shift preference,

layoff and recall, secondary recall, preferred job assignment and vacation scheduling, in which event bargaining unit seniority will govern.

- 6. When a management employee who previously worked in the bargaining unit is transferred from his management position to a position within the bargaining unit, he shall be credited with his accumulated seniority for all purposes from his last date of hiring with the Company; except that an employee who transfers from the bargaining unit to a management position after January 30, 1972 shall, in the event he returns to the bargaining unit, be credited for bargaining unit purposes with seniority accumulated as a management employee up to but not in excess of one (1) year, and upon his return to the bargaining unit, the employee's bargaining unit seniority shall be adjusted to exclude seniority accumulated as a management employee in excess of one (1) year. Upon his return to the bargaining unit, he shall be placed in the same classification and department which he last held prior to his promotion. If his seniority does not permit such placement, he may apply his seniority as provided in this Article, Section F - "Reduction in Force."
 - a. Effective August 1, 1980, an employee who is transferred from the bargaining unit to a management position shall continue to accumulate bargaining unit seniority for a period of two years following such transfer. If the employee remains outside of the bargaining

- unit following completion of this two-year period, the employee will cease to have any bargaining unit seniority.
- b. Effective August 1, 1980, but prior to August 1, 1983, an employee who is retransferred from the bargaining unit to a management position, when the initial transfer was prior to August 1, 1980, shall be credited with bargaining unit seniority consistent with the employee's initial transfer as outlined in paragraph "6" above.
 - This provision applies to the first retransfer to a management position on or after August 1, 1980. For subsequent retransfers, the employee shall be credited with bargaining unit seniority consistent with paragraph "a" above.
- c. Effective August 1, 1991, an employee who is transferred from the bargaining unit to a management position shall continue to accumulate bargaining unit seniority for a period of one year following such transfer. If the employee remains outside of the bargaining unit following completion of this one-year period, the employee will cease to have any bargaining unit seniority.

E. Definition of Regular Classification, Home Department and Home Plant (5):

Each employee is assigned to a classification and to a department within a specific plant. The classification is called his regular classification; the department is called his Home Department, and the plant is called his Home Plant.

An employee's regular classification and Home Department and Home Plant do not change unless:

- 1. He requests and is transferred through the secondary recall procedure to another plant, another department, or to another classification, in which case, the classification, department and plant to which he transferred will become his new, regular classification, Home Department, and Home Plant.
- 2. He refused a recall to his regular classification and Home Department or to his regular classification in another department in his Home Plant, in which case, the classification, department and plant in which he remains will become his new, regular classification and Home Department, and Home Plant.

An employee actively working at the Milwaukee Works, but out of his regular classification and/or Home Department and/or Home Plant may refuse recall, but no later than two (2) working days prior to the effective date or no later than the date of offer if less than two (2) working days prior to the effective date.

In the event that an employee refuses recall to his regular classification and/or Home Department and/or Home Plant (signs "Job Opening Refusal" form) and the opening to his regular classification and/or Home Department and/or Home Plant is subsequently canceled, the employee's Job Opening Refusal shall

be rescinded, and the employee so notified.

- 3. He is requested to transfer because:
- a. His Home Plant or Home Department or regular classification is discontinued, in which case, the classification, department, and plant to which he is transferred will become his regular classification, Home Department and Home Plant
- b. Two or more plants are combined, in which case, he will be assigned to the new plant by department and classification, by seniority and the new plant shall become his Home Department and Home Plant.
- c. Two or more departments are combined, in which case, he will be assigned to the new department by classification, by seniority and the new department shall become his new Home Department.
- d. The job he is performing is transferred to another department, or to another plant, in which case, he shall be given the choice, provided he has seniority, of remaining in the department or transferring with the job to the other department or other plant. The new department and new plant shall become his Home Department and Home Plant

However, when an employee has, because of a reduction in force, been transferred from his regular classification or plant for a period of more than three (3) months, he may be transferred once through the secondary recall procedure without losing recall rights to his regular classification, Home Department, and Home Plant.

(5) See Exhibit B-Interpretations—No. Five (5)

F. Procedure - Reduction in Force:

Reduction in force shall be as follows:

1. Prior to any layoff, the Company will, whenever possible, give a five (5) working day period advance notice to employees who are to be released; should this not be possible, a minimum of two (2) working days notice will be given. Example: The minimum advance notice of two (2) working days would be given to a first shift employee who is scheduled for layoff on Friday before the end of his shift on the previous Wednesday.

It is our practice to find work for second and third shift employees in the event late notice is given to them of a reduction in force. In such cases, the Manpower Office will contact either the leaving department and ask to hold the employee for a day or two or contact the gaining department to see if the employee can be accepted early. If this is not possible, the Manpower Office will attempt to loan such an employee to departments in need of additional manpower.

In the event such an action results in a loss of

earnings to the employee involved, he will be paid the difference between the rate of his classification and the rate of the classification he is entering. This will not apply in the event an employee has been given proper notice, but delays exercising his options under the reduction in force procedure of the contract.

When employees are being transferred as a result of a reduction in force, the Company will endeavor to provide a two (2) working days' notice. Said employees must make their job preference known no later than two (2) working days before transfer. Example: A first shift employee who is scheduled to transfer on Friday would be notified before the end of his shift on the previous Wednesday and must make his job preference known before 4:00 p.m. on that Wednesday. Second shift employees are notified on Tuesday of a Friday transfer. Third shift employees are notified on their Wednesday of a Friday transfer. In the case of second shift employees they will have until 4:00 p.m. Wednesday to make their job preference known. In the case of a third shift employee, they will have until noon Thursday to make their job preference known.

Company weekly manpower meetings will continue to be at 9:00 am on Tuesdays. If there is a change to the meeting day it will be by mutual agreement.

As far in advance as possible, the Grievance Committee of the Union will be consulted regarding any contemplated reduction in hours, and a sincere effort made to establish a procedure. It is understood by both parties that any arrangements made by the Grievance Committee regarding the provisions of this paragraph are subject to ratification by the membership.

- 2. All probationary employees are released, provided there are qualified seniority employees available as replacements.
- 3.a. A Plant employee having seniority shall be laid off by his seniority date. The employee with the least seniority shall be removed as follows:
 - . first, by classification within a department.
 - second, by classification within the plant unless another employee elects a voluntary layoff (7).
 This voluntary layoff can only be elected if there are no openings in his classification in his plant.

An employee electing to take a voluntary layoff must remain on layoff for a minimum of twenty (20) working days unless recalled to his Home Department, or the department in his plant in which he was working when he elected to take a voluntary layoff. When the employee wishes to return to work from his voluntary layoff, he must submit a written request (on a form provided by the Company) to the personnel representative four (4) working days prior to the date he wishes to return to work. Example: In order for an employee to start work on Monday, his request must be on file the previous Tuesday. An employee returning from a voluntary layoff will affect

the least senior employee in his regular classification in his Home Plant if he does not have sufficient seniority to return to his Home Department. If the employee does not have sufficient seniority to return to his regular classification in his Home Plant, he may exercise his seniority in accordance with steps three (a) through three (d) of the layoff procedure (listed below), however, the four (4) week layoff requirement of step three (d) will be waived.

- third, an employee reduced from his classification in his plant may elect to:
- (a) affect the least senior employee in another classification in his plant, except if there is an opening in the selected classification, he shall fill the opening, provided he has greater seniority than anyone on Primary or Secondary recall. If the least senior employee affected is in another key organizational unit (5), the employee will be required to remain in the new classification and new plant for a minimum of one (1) year, and he will not have the option for voluntary layoff during this period of time.
- (b) fill any openings that exist in any plant in the Milwaukee Works, providing he has greater seniority than anyone on Primary or Secondary recall.
- (c) bump, seniority permitting, into any classification of his choice and affect the least senior, whether permanent or temporary, in the Milwaukee Works. When the option selected is permanent, the employee will be required to remain in the new

classification and new plant for a minimum of one (1) year, and he will not have the option for voluntary layoff during this period of time.

- (7) See Exhibit B-Interpretations-No Seven (7)
- (5) See Exhibit B-Interpretations—No. Five (5)
- (d) take an optional layoff. After four (4) weeks on optional layoff, he may elect to bump into any classification within the Milwaukee Works for which he has sufficient seniority. An employee selecting this option will not be required to remain in another plant for one (1) year. Only one such optional layoff is required during each calendar year to avoid remaining in another plant for one (1) year.

An employee desiring to bump at the end of the four (4) week period will be required to contact the Manpower Office to make his intentions known.

 b. The affected employee must be given a minimum of two (2) working days notice before any bump takes effect.

G. Procedure - Primary Recall:

When there is a recall in any plant or department, the following procedure shall be observed, by seniority:

- 1. Provided an employee has greater seniority than anyone on the Secondary recall list for the job opening in question, an employee will be recalled:
 - a. first, to his Home Plant in his regular classification;
 - b. second, to his regular classification within his

Home Department.

The Primary recall list will be blended with the Secondary recall list and recall for a job opening will go to the most senior employee on the combined list, except that an employee who has been reduced from his Home Department but remains in his plant and classification, or is on a voluntary layoff from Home Department and classification, will have preferred recall to his Home Department before utilizing the blended secondary recall procedure.

- 2. When an employee working in the Milwaukee Works is recalled, he shall be moved as soon as a replacement can be secured. A sincere effort will be made to do this; however, if a delay in excess of two weeks does occur because of the lack of a replacement, such employee will be compensated for any loss of wages, including overtime, beyond such two weeks.
- 3. When an employee is recalled to his regular classification, every effort will be made in the department to adjust the employee in his classification of work according to his seniority. This may entail shifts of other employees within the classification, or in some cases the work content assigned to individual employees. If he is not qualified, he will remain on the seniority list and he will be recalled when there is an opening in his regular classification that he can perform.
 - 4. An employee transferring to another

classification and/or department in his current keyorganizational unit on a secondary recall may not
move on another secondary recall for a period of six
(6) months from the effective date of the secondary
recall move. An employee transferring to another key
organizational unit on a secondary recall may not
move on another recall for a period of one (1) year
from the effective date of the secondary recall move.
However, if an employee is moved by the Company
through a reduction in force, the employee may
submit a secondary recall request and the six (6)
month or one (1) year requirement of the previous
move shall be waived.

5. When an employee on layoff from one plant is offered work in his classification and/or job family in any plant and he refuses, he may continue on layoff. However, the Company will notify the Unemployment Compensation Department that work is available for said employee and ask that benefits be denied for weeks in which work was available.

The Company will not offer work to employees who elect to take a voluntary layoff nor challenge their Unemployment Compensation benefits. The exception to this would be if the Company offered work in his regular classification in his Home Department or the department in his Home Plant in which he was working when he elected to take a voluntary layoff, in which case, the employee would have to return to work.

6. Before the Company hires to fill an opening, all

employees on voluntary layoff in that classification and/or job family, from any plant, must be recalled using inverse seniority.

H. Procedure - Temporary Reduction:

When there is a temporary reduction or suspension in operations, the following procedure shall be applied:

- 1. As far in advance as possible, the Grievance Committee will be consulted and a sincere effort made to work out an appropriate procedure to meet the current situation.
- 2. When the temporary reduction or suspension in operations is a result of a work stoppage involving a customer, vendor, transportation facility or utility, and if there should be a failure to agree upon a suitable procedure to meet such situation as provided in "1" above, the plant involved shall put the following procedure into effect:
 - Employees without seniority standing working in a plant that has been affected shall be released first.
 - b. Employees having seniority shall be laid off in accordance with the seniority lists of their department or plant, those having the least seniority being released first.
 - c. If the temporary suspension continues beyond the tenth work day, the Company will transfer employees who would otherwise be laid off from their department or plant as provided for in

Section F, "Reduction in Force," of this Article The ten (10) workdays referred to may buinvoked once during the period of inciden involved. Such ten (10) work days to start fronfirst day on which no work is available, in each given department.

3. When the temporary reduction or suspensionin operations is two weeks or less and is a direct result
of a short term customer shutdown due to a customer
model change, or a customer vacation shutdown,
employees in the affected operations will have the
option of scheduling vacation and/or personal days
during the shutdown or be laid off without exercising
their seniority within their classification, plant or the
Milwaukee Works. Such employees so affected must
be returned to employment no later than two weeks
from date of layoff, seniority permitting. Before the
Company invokes this provision, it will notify the
Union.

Employees recalled or laid off in the middle of a week due to a customer related shutdown will receive up to eight (8) hours credit per day for overtime accrual purposes.

I. Job Opening Within a Department:

An employee working in the classification and department on a shift in which a permanent job opening occurs shall be given preference before a new or transferred employee is assigned to such job opening provided:

- He is physically able and qualified to perform the job.
- He has greater seniority than any other employee requesting the job on the shift.

This shall not restrict the supervisor in the movement of employees for the efficient operation of his department or result in a number of moves within the department.

When an employee requests such job opening, the supervisor will provide him with a form on which the employee must register his request. This form will be prepared in duplicate and one copy will be retained by the supervisor and the other by the employee.

Every effort will be made to post a notice every 6 months reminding employees who have an interest in different job assignments within a department that they should contact their supervisor and fill out a departmental job opening request. All new jobs (those that did not exist before in that department) will be posted as soon as possible.

J. Procedure - Secondary Recall:

Any employee who requests a job in another classification or in another department or to another plant must register with the Manpower Office on a form entitled "Secondary Recall". This form will be prepared in duplicate and one copy will be retained by the Manpower Office and the other copy will be retained by the employee.

An employee is limited to one "Secondary Recall"

form on file at any one time. Additionally, an employed utilizing the secondary recall procedure may no utilize the procedure again for a period of six (6 months (one (1) year when transferred to another key organizational unit) unless affected by a reduction ir force.

The Secondary recall list will be blended with the Primary recall list and recall for a job opening will go to the most senior employee on the combined list except that an employee who has been reduced from his Home Department but remains in his plant and classification, or is on a voluntary layoff from Home Department and classification, will have preferred recall to his Home Department before utilizing the blended secondary recall procedure.

Every effort will be made to post, throughout the Milwaukee Works, line crew schedules and part department activity the first of each month for tha month's scheduled activities. Such posting wil include identity of the department when possible tha is adding people, the classifications in which additional people are being added, the approximate number of people that are required and the date the opening(s) will occur. It is understood that thi information is a projection and is subject to change based on customer requirements. Such changes wil be included in a revised posting as soon as practica after knowledge of a customer change.

Employees desiring to file a secondary recal request are to contact the Manpower Office.

A "Secondary Recall" form must be on file four (4) working days prior to the date the opening is to be lled if the employee filling such opening is not eplaced. In the event the employee filling such pening is replaced or other multiple moves or training a necessary to fill the job of the employee being ansferred, then the secondary recall request of any mployee involved in the initial or subsequent moves nust be on file four (4) days prior to the date of the rst physical move.

The Company will not hire a new employee who equires training by the Company for a job for which present employee has a secondary recall on file, but cks the same training in order to qualify for the job.

Bulletin board notices will be used to announce a ew job classification.

The employee with the greatest seniority qualified operform the job will be contacted when such pening occurs. If the employee refuses the opening, e will be required to sign Form C-461, "Job Opening efusal", indicating such refusal.

Employees recalled to their former jobs who do not esire to return must sign Form C-461, "Job Opening efusal."

If the employee accepts the opening, a sincere ffort shall be made by the supervisor and the ersonnel Office to obtain a replacement as soon as ossible so that the employee may be released for the bening; however, if a delay in excess of three (3) weeks does occur because of the lack of a replacement, such employee will be compensated fo any loss of wages, including overtime, beyond such three (3) weeks. If it becomes necessary to fill the opening with an employee of less seniority, it will be considered a temporary assignment. The employee filling the job on a temporary basis will be reassigned when a replacement for the employee entitled to the job under this procedure is released. If the employee accepts an opening, he shall be required to remain it such opening for six (6) months (one (1) year wher transferred to another key organizational unit).

If the employee who accepts an opening i disqualified, or he asks to be released within reasonable period of time from acceptance, he wil be returned to the classification he held before hi transfer, and he shall, provided he has greate seniority, replace the least senior employee working in such classification.

An employee who is disqualified by supervision may place a secondary recall for the sam classification when he presents evidence acceptabl to the Company of additional training or experienc which makes it reasonable to assume that he now qualifies as a candidate.

An employee who has acquired seniority and wh is disqualified from a classification by supervision will be furnished the reason for the disqualification i writing.

K. Higher Seniority Employees:

A joint Union-Management Medical Placement Committee will be established consisting of:

For the Union: The President of the Union and a member of the Grievance Committee. The Chairman of the Grievance Committee may attend such meetings.

For the Company: The Colleague Growth & Development Leader and/or authorized epresentatives.

The purpose of the joint committee is to:

1. Monitor medical limitation placements, which are made by the Manpower Office.

A file shall be established for each applicant. A written disposition shall be made of each case, and ll pertinent papers shall be filed.

An employee with three (3) or more years of eniority who has suffered a physical limitation and s restricted by medical orders to limited work ssignments is eligible for placement.

The employee cannot go to an opening over a nore senior employee and cannot displace a more enior employee on a job assignment. Placement must ollow any additional restrictions previously agreed to by the Company and Union for the plant in which e would be working.

If necessary, he can displace a less senior mployee who is assigned to a job that he can do; owever, the following conditions must be present:

- a. It must be by mutual agreement.
- b. There must be proper medical evidence.
- c. When the employee is no longer physically limited or if his permanent limitations are changed to temporary, He returns to his regular classification and Home Department, seniority permitting. If he was not in his Home Department when the limitations took effect, he will return to the department and classification to which he was assigned at that time if seniority prevents him from returning to his Home Department in his regular classification.

If he does not have sufficient seniority to return to the departments in (1) or (2) above,

- (a) If he has limitations, he is placed by the Manpower Office under the provisions of this Section.
- (b) If his limitations are removed, he displaces the least senior employee in the classification and plant in (2) above, or in (1) above if (2) does not apply. If he does not have sufficient seniority to displace the least senior employee in said classification and plant, he may exercise seniority in accordance with Article VII-F-3-a. (4) The displaced employee may return to his job.
- d. The physically limited employee cannot remain on the job any longer than his seniority would entitle him to work in the

classification in the department.

e. Effective with the date of this agreement, an employee shall not acquire Home Department, regular classification or Home Plant status through any medical limitation placement. An employee who obtained a Home Department through placement under this Section prior to the effective date of this agreement will retain that department as his Home Department. When his limitations are changed, the provisions of this Section shall apply.

An employee with permanent limitations must file a secondary recall to a job he can perform at the time of referral for placement. He must have either a primary recall or a secondary recall designation on file for a job which he can perform at all times and must accept such recall if offered while placed under permanent limitations.

- f. Every effort will be made to place the displaced employee in his regular classification and Home Department or in a job comparable in pay provided he has sufficient seniority.
- g. Disputes concerning medical limitation placements shall be submitted to the Medical Placement Committee for analysis and resolution. In such cases, the Committee will

be advised of any changes or modifications made by Tower Automotive Health Services on restrictions imposed on the employee by his personal physician. In the event changes or modifications are made that have not been reconciled between Health Services and the employee's personal physician, the Medical Placement Committee shall have access to the medical evidence submitted by the employee's personal physician which relates to the restrictions that he imposed.

- h. If placement is not made, the employee asks for accommodation under the Americans with Disabilities Act and the Americans with Disabilities Act is applicable, a task force consisting of one designated person from the Union and one Safety Leader will be formed to:
 - 1. Research various jobs that it would be possible for the employee to perform within his seniority and restrictions.
 - 2. Identify what jobs, if any, the employee would be able to perform without accommodation and refer back to the Manpower Office for placement.
 - 3. If there are no such jobs, determine whether there are any jobs within the employee's seniority which the employee could perform with reasonable

accommodation, and, if so, determine the type of accommodation which would be necessary.

 Make a recommendation as to what jobs within the employee's seniority, if any, the employee would be able to perform with reasonable accommodations.

The recommendations will be made to the Safety Leader for Tower Automotive and the President of the Union for final decision.

- 5. The parties have agreed to the implementation of a transitional work process for employees with injuries and/or illnesses that may prevent them from returning to work under the K-1 Placement Procedure.
- Study and evaluate improvements to the Medical Placement Procedure.

Transitional Work Procedure:

The current contractual Medical Limitation Placement, Article VII K. Higher Seniority

Employees, is the initial process to be used before the transitional work process begins. The

Transitional Work Process is defined in a separate document between the Union and the

Company.

L. Definition of "Qualification":

"Qualified" as used in this Article, is interpreted as follows: An employee with less than sixty (60) months of seniority must be able to perform the work when he is assigned to the job. The requirements for an employee with sixty (60) months or more of seniority are contained in Section D, Paragraph 4 of this Article

M. Temporary Assignment:

- 1. Definition:
- a. Vacation replacement
- b. Sick leave
- c. Leaves of absence
- d. Special assignment replacements
- e. Any job with a duration of less than six (6) days.
 The duration may be extended by mutual agreement.
- 2. Application:
- a. Combine Primary and Secondary recall and offer assignment by seniority.
- b. An employee working on a permanent or temporary assignment may refuse recall to a temporary assignment in his Home Plant/ Department without losing his primary recall rights.
- c. An employee accepting a temporary assignment under secondary recall may change his secondary recall request at the end of his

- Once a settlement is made, within the confines of the contract, the settlement is final and nonreversible.
- There is a \$500.00 cap on any and all settlements made at the conflict resolution level without seeking any additional approval.
- All settlements will be recorded on a form, jointly agreed to, and signed by all parties involved.

Issues:

Settlements may be made involving the following issues:

Pay related issues;

Overtime issues

Shortages - ie: shift premium, wages (hourly rate/bonuses, cycle pay, report in pay, Holidays, vacations (no card turned in)).

Non-monetary issues;

Job openings/assignments

Shift preference

Any changes would need to be reviewed and approved by the appropriate parties from the Union and the Company. The appropriate parties for the Union are the Grievance Committee Chairman and the Grievance Committee.

Procedure:

If an employee believes that a justifiable request or complaint exists he shall bring it to the attention of the appropriate, immediate Supervisor. If the requestor complaint is not resolved, the employee magrequest a meeting within ten (10) working days of the basis of complaint or knowledge thereof or o knowledge of the request.

If a meeting is requested, the meeting will be held within two (2) working days of the request unles there is mutual agreement between the aggrieved employee, Steward and the Supervisor to extend the time limits due to mitigating circumstances. Presen at the meeting are the aggrieved employee, the Steward and the Supervisor (and any othe employee(s) who could provide relevant information) A conflict resolution form is completed either prio to or during the meeting to record the nature of the conflict, meeting time/date, etc.. The Supervisor shall inform the grievant and/or the Steward of his decision immediately following the meeting if possible, but in any event, no later than one (1) working day after the meeting. At the time the answer is known, the partie will indicate on the Conflict Resolution Form whethe the issue has been settled or not and sign the form

The original form is given to the Colleague Growth & Development Leader. Copies of the signed form are to be given to the grievant, Steward and the Grievance Committee Person for the area.

Failing satisfactory resolution the Steward may reduce the request to writing no later than two (2 working days on the grievance form and shall b completed in all aspects. The grievance form shal then be submitted by the Steward to the Supervisor who shall give the Steward his written decision within one (1) working day.

GRIEVANCE PROCEDURE:

Step 1

Upon receipt of the Supervisor's answer the Steward may appeal the decision within two (2) working days to step 1. A meeting shall be held within five (5) working days of such appeal, involving the affected employee, the Steward, the Grievance Committee Person, the Supervisor and his appropriate leader.

(Upon mutual agreement, the Grievance Committee Person and/or the Company Representative may send back to the grievant, steward and the supervisor for further review and settlement, grievances not settled n the Conflict Resolution meeting). If the grievance s not sent back, a written decision shall be transmitted o the Grievance Committee Person within two (2) working days following the meeting.

Failing satisfactory resolution in Step 1 the Grievance Committee Person may appeal the decision within three (3) working days to Step 2.

Step 2 Internal Arbitration

Once the decision is made to advance the grievance of Step 2 a meeting shall be held within five (5) working days of receipt of notice to the Company, involving the aggrieved employee, Grievance Committee Chairman and the Steward for the Union

and the colleague Growth & Development Leader an⊏ the Supervisor for the Company, (and any othe employee(s) who could provide relevant information)■

The Parties will present their cases to an interna Board of Arbitration Panel made up of two (2) Union and two (2) Company representatives. If the majority of the Internal Board of Arbitration reaches a satisfactory resolution, their decision is considered final and the grievance will be closed. Under no circumstances shall the Internal Board of Arbitration's decision modify or change this Contract

If the Internal Board of Arbitration is unable to reach a satisfactory resolution to the grievance within five (5) working days from the date of the meeting they shall notify the Grievance Committee Chairman in writing by the fifth working day.

Step 3 External Arbitration

The Grievance Committee Chairman and the Colleague Growth & Development Leader will then request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, and by the alternate striking method select one (1) neutra arbitrator who shall cast a deciding vote. The Grievance Committee Chairman and/or his designee and/or the Colleague Growth and Developmen Leader will then notify the Federal Mediation and Conciliation Service of their selection.

The external Board of Arbitration shall render a decision at this step which shall be final and binding

on the parties and which shall be within the scope and terms of this Contract. Under no circumstances shall the Board of Arbitration's decision modify or change this Contract.

The following applies to representation by a steward in the adjustment procedure:

- 1. An aggrieved employee shall be represented by the steward on his shift duly elected or appointed to represent the group of which he is a member.
- 2. If there is no such steward or such steward is absent, he may select a steward of his choice. Such steward of his choice must be (a) on the same shift (b) from the area in which the aggrieved works.

The time limits set forth in this procedure may be extended by mutual agreement.

Wherever practicable, all grievances through the 2nd step shall be processed during working hours.

A grievance not appealed to the next step shall be considered resolved on the basis of the Company's esponse in the preceding step.

Should the Company fail to respond in the time imits set forth, the grievance may be appealed to the next step.

In the event the Company considers an action of uspension or discharge against an employee, such mployee will be asked whether he wants union epresentation. Such union representation shall be

limited to the department steward, or an area steward if there is no department steward, or a member of the Grievance Committee if neither steward is available. Should an employee refuse union representation, his union representative will be advised accordingly.

At the time of suspension or discharge, an employee will be furnished a copy of the notice of discipline and advised of his right to file a grievance. This, provision does not include suspension-pending situations.

Grievances involving suspensions, and/or discharges may be filed directly to the 1st step within 10 working days of such suspensions, or discharges.

The Grievance Committee will be notified promptly of all written discharges, warnings and suspensions. Inadvertent omission of such notification shall not, however, affect the validity of any discharge, warning or suspension.

B. Agreements and Understandings:

Agreements or understandings reached between Union and Management Representatives shall be reduced to writing and signed by both parties. Authorized to sign such agreements or understandings for the Union are the Chairman of the Grievance Committee and the Grievance Committee Person specified in Step 1 of the grievance procedure (or their designee) and the Business Unit Colleague Growth and Development Leader and/or their designee for the Company.

IX. WAGES

Lump sum payment made in lieu of general wage increase. \$1,250.00 to each eligible employee, to be paid on 11/25/98.

Eligibility Exclusions:

- · Employees that retired prior to ratification date
- · Employees that quit prior to ratification date
- Employees that were discharged prior to ratification date (unless they are reinstated and made whole)
- Laid off employees that did not work during 1998, prior to 10/5/98

A. Wage Rates:

Wage rates outlined in Exhibit A shall be in effect until changed by subsequent negotiations. The terms and conditions of the Milwaukee Performance Pay Plan, based on improvements in labor efficiency, are set forth in a separate agreement between the Company and the Union. A Joint Compensation Oversight Committee will oversee the MPPP and Goalsharing plans to insure consistent application of the principles of said plans. The membership shall consist of a cross section of Bargaining Unit and Business Unit representatives. This Committee shall replace the MPPP Review Committee.

Cost of Living Allowance:

Each employee covered by this Agreement shall receive a Cost of living Allowance in accordance with

the applicable provisions hereinafter provided:

- The Cost of Living Allowance shall not be added to the base rates. It shall be added weekly to each employee's regular earnings on an hourly basis and shall be adjusted upward or downward as provided below.
- 2. The Cost of Living Allowance shall be determined in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (C.P.I.-W) United States Cities Average (1967 = 100), published (as revised based on the 1982-1984 Consumer Expenditure Survey) by the Bureau of Labor Statistics, U.S. Department of Labor (hereinafter referred to as the "Consumer Price Index".)
- 3. Effective January 4, 1999, the sixty-two and one half cents (\$0.625) Cost of Living Allowance in effect on January 4, 1999 will be diverted to fund pension improvements. Effective January 6, 2003 the sixty two and one half cents (\$0.625) diverted Cost of Living shall be rounded to sixty three cents (\$0.63) and added to the base rates of the classification and rate ranges as shown in Exhibit A.
- 4. The amount of the Cost of Living Allowance shall be zero cents (\$0.00) per hour effective with the effective date of this agreement. Effective February 1, 1999, the amount of the Cost of Living Allowance shall increase one cent (\$.01)

times the appropriate final factor for each full 0.3 point increase in the Consumer Price Index for a specified three-month average over a three-month base period average in accordance with the formula provided in "a" and "b" below:

a. Effective Date of Adjustment

Based Upon Change From

			ano ar	
			quarterly	
	the	To	intervals	
	Base Period	Average	hereafter	
At quarterly	Averageof	October,	to average or	
intervals	July, August	November,	July, August	Final
thereafter to	September	December	September *	Factor
Nov.01,1999	1998	1938	1999	0%
Oct.30,2000	(99)	1999	200)	(Fb
Nov. 5, 2001	2000	2000	2001	10%
Nov. 4, 2002	2001	200)1	2002	100%
May 5, 2003	2002	2002	200B	100%
	intervals thereafter to Nov.01, 1999 Oct.30, 2000 Nov.5, 2001 Nov.4, 2002	Base Period Atquarterly Average of intervals July, August thereafter to September Nov. 01, 1999 1998 Oct. 30, 2000 1999 Nov. 5, 2001 2000 Nov. 4, 2002 2001	Base Period Average	tre To intervals hereafter

- * Except for 2003 where the quarterly interval is January, February, March.
 - b. In the event of a decline in the Consumer Price Index, the Cost of Living Allowance shall be adjusted downward in the same manner as applied to increases described above. In no event shall a decline in the Consumer Price Index below the base established on July, August, September 1998 result in lowering the base wages to be paid for the various classifications as provided in Exhibit A of this Agreement.

- 5. The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime premium, vacation payment, holiday payment, call-in pay, reportin pay, jury duty and witness pay, funeral leave pay and short-term military leave pay.
- 6. In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Indexes on or before the effective dates referred to in paragraph 4 above, any adjustments in the Cost of Living Allowance required by such appropriate Indexes shall be effective at the beginning of the first pay period after the Indexes become available.
- 7. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the Consumer Price Index for any month or months specified in paragraph 4 above.
- 8. The parties to this Agreement agree that the continuance of the Cost of Living Allowance is dependent upon the availability of the monthly Consumer Price Index in its present form and calculated on the same basis as the Consumer Price Index was calculated on the effective date of this Agreement, unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the Consumer Price Index, the parties

agree to request the Bureau to make available, for the life of this Agreement, a monthly price index in its present form and calculate it on the same basis as the Consumer Price Index was calculated on the effective date of this Agreement.

B. Employee Savings Plan and Employee 401k Savings Plan:

The Employee Savings Plan and the Employee 401k Savings Plan are hereby incorporated by reference and are made a part hereof and shall be applicable to all employees covered by this agreement in accordance with the terms and conditions of said Employee Savings Plan and Employee 401k Savings Plan.

Effective January 4, 1999, in lieu of future E.S.P. contributions, \$0.15 per hour will be used to fund increased Pension Benefits. Current E.S.P. funds will remain in the account under the current rules.

C. Goal\$haring:

The Goal\$haring Plan is established for employees represented by Smith Steel Workers,

D.A.L.U. 19806 based on Tower Automotive, Inc. corporate profitability and Milwaukee Business Units' performance. The terms and conditions of this plan are set forth in a separate document between the Company and the Union.

D. General:

1. Employees participating in special training

- programs shall be paid a training rate mutually agreed upon by the Union Committee and the Management.
- Multiple Machine Jobs: The Grievance Committee and department Stewards shall be consulted and their approval secured before putting into operation jobs requiring one man to operate two or more machines at the same time.

3. Standard Practice

If an employee is removed from one job and assigned to another job with a different rate, he shall receive the hourly minimum rate of the job assigned. This includes loaning to another department or classification a man for whom there is no open job available to which to be assigned during the course of the shift.

In the following exceptional cases, he shall be paid the hourly minimum rate of the job assigned or the hourly minimum rate of the job from which removed, whichever is greater, for that day only:

- a. If he is removed from a job and is assigned to another job in the department, and another employee is assigned to the job from which he has been removed.
- If he is removed from a job and loaned or assigned to another department or classification and not in accordance with seniority.

- c. If he, who otherwise would not be loaned because there is scheduled, available work in his department and classification, is loaned to another department or classification because of a need for him there.
- d. Producers-Assembly (G-434) who are replaced after the first eighteen (18) minutes of their shift and loaned out when such replacement was necessary to adjust the work force because of fluctuations in attendance in their department.
- 4. Employees who are requested by the Company to check out their tools after their quitting time shall be paid for the period it takes to check out at their hourly minimum rate.
- 5. If an employee suffers an occupational injury or occupational illness and is directed, by the Company doctor or an attending physician, to leave the plant for medical treatment or for rest and recovery on the day of occurrence, the employee will be paid for such time lost from his scheduled workday not to exceed eight (8) hours at his hourly minimum rate.
- During regular weekdays when an employee is loaned between departments he will be provided with adequate transit or travel time to his own department. (This would be regular hours or overtime.)

On weekend overtime the employee is expected to

be on his assigned job at starting time and work untiquitting time with travel time on his own.

Exceptions:

- a. Maintenance Department where transportation
 has been provided for the employee and his equipment.
- b. Employee loaned out of his scheduled department at the beginning of or during a weekend shift.

Team leaders will be paid twenty cents (\$.20) per hour in addition to their normal rate as based on performance of duties as outlined in the following Joint Process Guidelines:

- a. The team is officially recognized by the appropriate Operating Committee.
- There will be only one designated leader per team
- c. The term of office for team leaders will be a minimum of three (3) months, further subject to approval by the Operating Committee
- d. There will be no payments for temporary substitutes or alternates, except that the Operating Committee may designate a substitute in the case of extended absence due to sick leave or leave of absence.
- Team leader performance is subject to joint review

E. Pension Plan:

The Tower Automotive Pension Plan applicable to employees covered by this Agreement is set forth in a separate agreement between the Company and the Union.

X. MANAGEMENT PERSONNEL

Management personnel shall not be permitted to perform work covered by this Agreement, except in the following types of situations:

- In instruction or training of employees.
- In emergencies when regular employees are not immediately available or it is necessary to act for the safety of personnel and equipment.
- To determine corrective measures when difficulties are encountered on the job.
- Periodically check the work of his employees to maintain quality standards.
- When learning or testing operations and equipment or to develop methods and techniques.
- 6. To demonstrate and instruct the work on new models, new products, new processes (pilots, samples, etc.) when there are sufficient employees available to do the work and it is necessary to facilitate the starting of production.
- 7. Clerical work incidental to his duties.

XI. RENEWAL AND TERMINATION

Should any State or Federal Court decide that any given clause of this Agreement is not in accordance with a State or Federal Statute, this shall not nullify the remaining clauses of this Agreement. If any State or Federal Court so decides, the parties shall thereupon discuss the effect on employees and possible substitute provisions which are in conformity with the applicable law.

This agreement becomes effective on January 1, 1999, and remains in effect through July 31, 2003, and for renewal periods of one year thereafter unless notice is filed in writing either by the Company or the Union of a desire for change or modification thereof at least sixty (60) days prior to the expiration of any such period. Early Negotiations on the next contract may begin on or after September 01, 2002.



Contract effective January 3, 1999. Signed/Executed at Milwaukee, WI on this 4th day of May, 2000.

SMITH STEEL WORKERS
D.A.L.U. 19806
A.F.L.-C.I.O.
and
TOWER AUTOMOTVE
PRODUCTS COMPANY INC.
Milwaukee

Duane J. McConville	Daniel G. Bender
Scott Bauer	Thomas LaFontain
William Krueger	James T. Baumann
Percy Burt	Susan K. Danielson
Edgar Douglas, Jr.	Douglas O. Lentz
John P. Hartig	Mitch Redemer
Dennis L. Roux	-

Notes:				
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EXHIBIT A - SMITH STEEL WORKERS (Factory) Classifications and Rate Ranges* (Effective 1/1/99 - 1/5/2003)

			Base	Rates	,	120 Day
			30	60	120	Incentive
Code	Classification	Start	Days	Days	Days	Rate
G-105	Assembler - Welder - Jig & Fixture	\$20.31	\$20.36	\$20.38	\$20.67	\$21.58
G-240	Checker	17.55	17.60	17.63	17.91	18.72
G-425	Combination Repair	19.98	20.13	20.23	20.23	22.93
G-387	Decoiler Operator	20.14	20.29	20.39	20.39	23.09
G-427	Die Washer	16.23	16.28	16.28	16.51	19.21
G-130	Fire Protection Specialist	19.67	19.72	19.75	20.13	21.06
G-134	Garage Mechanic	18.60	18.64	18.67	18.85	19.71
G-280	Hand & Machine Gas Cutting Operator	19.19	19.24	19.27	19.40	20.29
G-136	Handformer - Assembler & Flanger	18.62	18.67	-18.70	18.94	19.80
G-346	Heavy Repairman	18.74	18.74	18.74	18.74	21.44
G-386	Hoist Operator - Paint Shop	18.43	18.58	18.68	18.68	21.38
G-428	Inspector Class A					
	Assignment - Factory	16.75	16.80	16.83	17.32	20.02
	- Central	18.61	18.65	18.68	19.15	20.02

EXHIBIT A - SMITH STEEL WORKERS (Factory)

Classifications and Rate Ranges* (Effective 1/1/99 - 1/5/2003)

Base Rates

G-437 Producer/Die Setter - Light Press

					2 TO Drug
Classification	Start	30 Days	60 Days	120 Days	Incentive Rate
Maintenance Services		,:	22,0	24,5	TIME
Assignment - Factory	\$15.53	\$15.58	\$15.61	\$16.02	\$18.72
- Central	17.45	17,49	17.52	17.91	18.72
Material Handler - Transportation					
Assignment - Factory	15.75	15.80	15.83	16.89	19.59
- Central	17.66	17.70	17.73	18.74	19.59
GM/Ranger wax coat unload	18.18	18.33	18.43	18.43	21.13
E-Coat load/unload/operate	18.18	18.33	18.43	18.43	21.13
Material Handler - Shipping	15.64	15.69	15.72	16.84	19.54
Painter A	20.16	20.20	20.23	20.57	21.48
Painter B Assignment - Factory	16.74	16.79	16.82	17.18	19.88
- Central	18.60	18.64	18.67	19.01	19.8
Producer - Assembly	17.54	17.69	17.79	17.79	20.49
Producer/Die Setter - Heavy Press	19.57	19.72	19.82	19.82	22.52
	Maintenance Services Assignment - Factory - Central Material Handler - Transportation Assignment - Factory - Central GM/Ranger wax coat unload E-Coat load/unload/operate Material Handler - Shipping Painter A Painter B Assignment - Factory - Central Producer - Assembly	Maintenance Services Assignment - Factory \$15.53	Classification Start Days Maintenance Services 315.53 \$15.58 Assignment - Factory 17.45 17.49 Material Handler - Transportation 15.75 15.80 Assignment - Factory 15.75 15.80 - Central 17.66 17.70 GM/Ranger wax coat unload 18.18 18.33 E-Coat load/unload/operate 18.18 18.33 Material Handler - Shipping 15.64 15.69 Painter A 20.16 20.20 Painter B Assignment - Factory 16.74 16.79 - Central 18.60 18.64 Producer - Assembly 17.54 17.69	Classification Start Days Days Maintenance Services 4 15.53 \$15.58 \$15.61 Assignment - Factory 17.45 17.49 17.52 Material Handler - Transportation 15.75 15.80 15.83 Assignment - Factory 15.75 15.80 15.83 - Central 17.66 17.70 17.73 GM/Ranger wax coat unload 18.18 18.33 18.43 E-Coat load/unload/operate 18.18 18.33 18.43 Material Handler - Shipping 15.64 15.69 15.72 Painter A 20.16 20.20 20.23 Painter B Assignment - Factory 16.74 16.79 16.82 - Central 18.60 18.64 18.67 Producer - Assembly 17.54 17.69 17.79	Classification Start Days Days Days Maintenance Services Assignment - Factory \$15.53 \$15.58 \$15.61 \$16.02 - Central 17.45 17.49 17.52 17.91 Material Handler - Transportation Assignment - Factory 15.75 15.80 15.83 16.89 - Central 17.66 17.70 17.73 18.74 GM/Ranger wax coat unload 18.18 18.33 18.43 18.43 E-Coat load/unload/operate 18.18 18.33 18.43 18.43 Material Handler - Shipping 15.64 15.69 15.72 16.84 Painter A 20.16 20.20 20.23 20.57 Painter B Assignment - Factory 16.74 16.79 16.82 17.18 - Central 18.60 18.64 18.67 19.01 Producer - Assembly 17.54 17.69 17.79 17.79

17.51

17.66

17.76

17.76

20.46

120 Day

Code	Classification	Start	30 Days	60 Days	120 Days	Incentive Rate	
G-438	Producer - Material Preparation	\$24.46	\$24.61	\$24.71	\$24.71	\$27.41	
G-439	Producer - Material Preparation - Cra	nes24.46	24.61	24.71	24.71	27.41	
G-440	Producer - Paint Shop	18.18	18.33	18.43	18,43	21.13	
G-447	Safety Coordinator	20.13	20.13	20.13	20.13	21.06	
G-229	Security Guard	17.68	17.73	17,76	17.76	18.56	
G-228	Security Guard - Leader	17.95	17.95	17.95	17.95	18.76	
G-241	Serviceman - R & E Building	18.26	18.31	18.34	18,53	19.37	
G-193	Sheet Metal Worker A	20.26	20.31	20.34	20,62	21.53	
G-194	Sheet Metal Worker B	16.00	16.05	16.08	16,27	18.97	
G-449	Skills Trainer						
	Assignment - Factory	18.36	18.36	18.36	18.36	21.06	
	- Central	20.13	20.13	20.13	20.13	21.06	
G-450	Special Assignment						
	Assignment - Factory	18.36	18.36	18.36	18.36	21.06	
	- Central	20.13	20.13	20.13	20.13	21.06	

Classifications and Rate Ranges* (Effective 1/1/99 - 1/5/2003)

EXHIBIT A - SMITH STEEL WORKERS (Factory)

- Central

Code

Classification

						11410
G-205	Stock Handler	\$17.55	\$17.60	\$17.63	\$17.81	\$18.61
	Tank Car Unloading Included	17.66	17,70	17.73	17.91	18.72
	Driving Included	17.62	17.66	17.69	17.85	18.66
G-443	Stock and Crib Attendant					
	Assignment - Factory	15.60	15:65	15.68	15.96	18.66
	- Central	17.51	17.56	17.59	17.85	18.66
G-444	Truck Driver - Outside					
	Assignment - Factory	16.38	16,43	16.46	16.80	19.50
	- Central	18.25	18.30	18.33	18.65	19.50
G-231	Welder - Jig & Fixture	20.26	20.31	20.34	20.62	21.53
G-407	Welder - Tool & Die/Maintenance	20.31	20.36	20.38	20.67	21.58
	Assignment - Factory	15.91	15.91	15.91	15.91	18.61

30

Days

17.81

Start

17.81

60 120

Davs

18.71

Davs

17.81

120 Day

Incentive

Rate

18.61

EXHIBIT A' - SMITH STEEL WORKERS (Factory) Heavy, Truck, Div. Plant 6
Classifications and Rate Ranges* (Effective 1/1/99 - 1/5/2003)

120 Day

Code	Classification	Start	30 Days	60 Days	Days	Incentive Rate
G-425	Combination Welder - HTD	\$18.54	\$18.69	\$18.79	\$18.79	\$21.49
G-428	Inspector Class A	17.22	17.27	17.30	17.79	20.49
G-430	Maintenance Services	17.30	17.35	17.38	17.79	20.49
G-431	Material Handler - HTD	16.65	16.70	16.73	17.79	20.49
G-171	Painter A	20.93	20.97	21.00	21.34	22.29
G-421	Precision Machine Operator	18.79	18.79	18.79	18.79	21,49
G-435	Producer - Heat Treat	18.54	18.69	18.79	18.79	21.49
G-436	Producer - Heavy Press	18.54	18.69	18.79	18.79	21,49
G-449	Skills Trainer	17.79	17.79	17.79	17.79	20,49
G-450	Special Assignment	17.79	17.79	17.79	17.79	20.49
G-407	Welder - Tool & Die/Maintenance	20.98	21.03	21.06	21.34	22.29

* The following provisions apply to the factory classifications listed in exhibit A.

A. Automatic Increases

The thirty (30), sixty (60) and one hundred twenty (120) day automatic increases will be applied the Monday following the week in which the thirtieth, sixtieth and one hundred twentieth calendar days respectively occur. If the thirtieth, sixtieth or one hundred twentieth calendar day occurs on a Monday, the increase will be made effective on that day.

B. Hiring Rate Employment Office approval is required before hiring over the start rate.

Employment Office approval is required before hiring over the start rate.

C. Use of Classifications

The classifications in Exhibit A may be used throughout the Milwaukee Works as the need arises. Only Heavy Truck Division classifications/rates will be used in the Heavy Truck Division, and they will not be used outside the Heavy Truck Division.

LAMBIT A - SMITH STEEL WORKERS (Office and Clerical)

Office Clerk - Typist - Intermediate

Pickling Dept. Clerk (Dept. 8008)

Production Control General Clerk -

Payroll Clerk - Intermediate

Photographer

Senior

G-322

G-323

G-445

G-399

G-313

G-109	Blueprinter	\$17.50	\$17.55	\$17.58	\$17.81	\$18.61	
G-132*	*Clerk - Chief	18.67	18.72	18.75	19.07	19.94	
G-448	Coordinator/Trainer (BEST)	20.13	20.13	20.13	20.13	21.06	
G-446	Employee Counselor	20.13	20.13	20.13	20.13	21.06	
G-408	Forms Composition Clerk - Senior	18.04	18.09	18.12	18.51	19.35	
G-168	Messenger	17.09	17.14	17.17	17.40	18.18	
	(Driving Included)	17.84	17.88	17.91	18.04	18.86	
G-379	entra Equipment Operator Oomo	r 17.54	17.59	17.62	18.04	18.86	
G-310	Office Clerk - Senior	18.04	18.09	18.12	18.51	19.35	

17.42

17.66

18.68

17.52

18.04

17.47

17.70

18.73

17.57

18.09

17.49

17.73

18.76

17.60

18.12

17.81

18.05

18.99

17.91

18.51

18.61

18.86

19.86

18.72

19.35

EXHIBIT A - SMITH STEEL WORKERS (Office and Clerical) Classifications and Rate Ranges* (Effective 1/1/99 - 1/5/2003) -----Base Rates-----

Classification

Scheduling Clerk - Senior

Shipping and Receiving - Senior Shop Clerk - Intermediate

Code

G-315

G-316

G-326

30

Days

\$18.44

18.09

17.47

Start

\$18.40

18.04

17.42

Days

\$18.47

18.12

17.49

120 Day

Incentive

Rate

19.35

18.61

\$19.72

120

Days

\$18.86

18.51

17.81

G-317	Shop Clerk - Senior	18,04	18.09	18.12	18.51	19.35	
G-327	Shop Clerk Typist - Intermediate	17,42	17.47	17.49	17.81	18.61	
G-200	Stenographer - Senior	17.52	17.57	17.60	17.91	18.72	
G-319	Tool Control Clerk - Senior	18.40	18.44	18.47	18.86	19.72	
	ge requires approval of manager - emplo						
* The fo	ollowing provisions apply to the office a	nd clerica	l classific	cations li	sted in ex	hibit A.	
A. Auto	omatic Increases						
	The thirty (30), sixty (60) and one hun						
	ied the Monday following the week in w						
twentieth calendar days respectively occur. If the thirtieth, sixtieth or one hundred twentieth							
calendar day occurs on a Monday, the increase will be made effective on that day.							

B. Hiring Rate: Employment Office approval is required before hiring over the start rate.

Classifications and Rate Ranges* (Effective 1/6/2003)

	-		Base 30	Rates 60	120	120 Day Incentive
Code	Classification	Start	Days	Days	Days	Rate
G-105	Assembler - Welder - Jig & Fixture	\$20.94	\$20.99	\$21.01	\$21.30	\$22.21
G-240	Checker	18.18	18.23	18.26	18.54	19.35
G-425	Combination Repair	20.61	20.76	20.86	20.86	23.56
G-387	Decoiler Operator	20.77	20.92	21,02	21.02	23.72
G-427	Die Washer	16.86	16.91	16.91	17.14	19.84
G-130	Fire Protection Specialist	20.30	20.35	20.38	20.76	21.69
G-134	Garage Mechanic	19.23	19.27	19.30	19.48	20.34
G-280	Hand & Machine Gas Cutting Operator	19.82	19.87	19.90	20.03	20.92
G-136	Handformer - Assembler & Flanger	19.25	19.30	19.33	19.57	20.43
G-346	Heavy Repairman	19.37	19.37	19.37	19.37	22.07
G-386	Hoist Operator - Paint Shop	19.06	19.21	19.31	19.31	22.01
G-428	Inspector Class A					
	Assignment - Factory	17.38	17.43	17.46	17.95	20.65
	- Central	19.24	19.28	19.31	19.78	20.65

EXHIBIT A - SMITH STEEL WORKERS (Factory) Classifications and Rate Ranges* (Effective 1/6/2003) -----Base Rates----

Producer - Assembly

Producer/Die Setter - Heavy Press

Producer/Die Setter - Light Press

G-434

G-436

G-437

Code	Classification	Start	Days	Days	Days	Rate
G-430	Maintenance Services					
	Assignment - Factory	\$16.16	\$16.21	\$16.24	\$16.65	\$19.35
	- Central	18.08	18.12	18.15	18.54	19.35
G-431	Material Handler - Transportation					
	Assignment - Factory	16.38	16.43	16.46	17.52	20.22
	- Central	18.29	18.33	18.36	19.37	20.22
	GM/Ranger wax coat unload	18.81	18.96	19.06	19.06	21.76
	E-Coat load/unload/operate	18.81	18.96	19.06	19.06	21,76
G-433	Material Handler - Shipping	16.27	16.32	16.35	17.47	20.17
G-171	Painter A	20.79	20.83	20.86	21.20	22.11
G-418	Painter B Assignment - Factory	17.37	17,42	17.45	17.81	20.51
	- Central	19.23	19.27	19.30	19.64	20.51

18.17

20.20

18.14

30

18.32

20.35

18.29

18.42

20.45

18.39

60

120

18.42

20.45

18.39

120 Day

Incentive

21.12

23.15

21.09

Classifications and Rate Ranges* (Effective 1/6/2003)

		Base Rates					
Code	Classification	Start	30 Days	60 Days	120 Days	Incentive Rate	
G-438	Producer - Material Preparation	\$25.09	\$25.24	\$25,34	\$25.34	\$28.04	
G-439	Producer - Material Preparation - Crai	nes25.09	25.24	25.34	25.34	28.04	
G-440	Producer - Paint Shop	18.81	18.96	19.06	19.06	21.76	
G-447	Safety Coordinator	20.76	20.76	20.76	20.76	21.69	
G-229	Security Guard	18.31	18.36	18.39	18.39	19.19	
G-228	Security Guard - Leader	18.58	18.58	18.58	18.58	19.39	
G-241	Serviceman - R & E Building	18.89	18.94	18,97	19.16	20.00	
G-193	Sheet Metal Worker A	20.89	20.94	20.97	21.25	22,16	
G-194	Sheet Metal Worker B	16.63	16.68	16.71	16.90	19.60	
G-449	Skills Trainer						
	Assignment - Factory	18.99	18.99	18.99	18.99	21.69	
	- Central	20.76	20.76	20.76	20.76	21.69	
G-450	Special Assignment				-		
	Assignment - Factory	18.99	18.99	18.99	18.99	21.69	
	- Central	20.76	20.76	20.76	20.76	21.69	

			30	60	120	Incentive	
Code	Classification	Start	Days	Days	Days	Rate	
G-205	Stock Handler	\$18.18	\$18.23	\$18.26	\$18.44	\$19.24	
	Tank Car Unloading Included	18.29	18.33	18.36	18.54	19.35	
	Driving Included	18.25	18.29	18.32	18.48	19.29	
G-443	Stock and Crib Attendant						
	Assignment - Factory	16.23	16.28	16.31	16.59	19.29	
	- Central	18.14	18.19	18.22	18.48	19.29	
G-444	Truck Driver - Outside						
	Assignment - Factory	17.01	17.06	17.09	17.43	20.13	
	- Central	18.88	18.93	18.96	19.28	20.13	
G-231	Welder - Jig & Fixture	20.89	20.94	20.97	21.25	22.16	
G-407	Welder - Tool & Die/Maintenance	20.94	20.99	21.01	21.30	22.21	
	Assignment - Factory	16.54	16.54	16.54	16.54	19.24	
	- Central	18.44	18.44	18.44	18.44	19.24	

EXHIBIT A - SMITH STEEL WORKERS (Factory) Heavy Truck Div. Plant 6 Classifications and Rate Ranges* (Effective 1/6/2003)

Classifications and Rate Ranges. (Effective 1/0/2003)								
			120 Day					
Code	Classification	Start	30 Days	60 Days	120 Days	Incentive Rate		
G-425	Combination Welder - HTD	\$19.17	\$19.32	\$19.42	\$19.42	\$22,12		
G-428	Inspector Class A	17.85	17.90	17.93	18.42	21.12		
G-430	Maintenance Services	17.93	17.98	18.01	18.42	21.12		
G-431	Material Handler - HTD	17.28	17.33	17.36	18.42	21.12		
G-171	Painter A	21.56	21.60	21.63	21.97	22.92		
G-421	Precision Machine Operator	19.42	19.42	19.42	19.42	22.12		
G-435	Producer - Heat Treat	19.17	19.32	19.42	19,42	22.12		
G-436	Producer - Heavy Press	19.17	19.32	19.42	19.42	22.12		
G-449	Skills Trainer	18.42	18.42	18.42	18.42	21.12		
G-450	Special Assignment	18.42	18.42	18.42	18.42	21.12		

21.61

21.66

21.69

21.97

22.92

G-407

Welder - Tool & Die/Maintenance

- * The following provisions apply to the office and clerical classifications listed in Exhibit A.
- A. Automatic Increases

 The thirty (30), sixty (60) and one hundred twenty (120) day automatic increases will be applied the Monday following the week in which the thirtieth, sixtieth and one hundred twenties the sixtieth or one hundred twenties.
- twentieth calendar days respectively occur. If the thirtieth, sixtieth or one hundred twentieth calendar day occurs on a Monday, the increase will be made effective on that day.

 B. Hiring Rate
- Employment Office approval is required before hiring over the start rate.
- C. Use of Classifications
 The classifications in Exhibit A may be used throughout the Milwaukee Works as the need

The classifications in Exhibit A may be used infoughout the Milwaukee Works as the need arises. Only Heavy Truck Division classifications/rates will be used in the Heavy Truck Division, and they will not be used outside the Heavy Truck Division. SMITH STEEL G-109

Classifications and Rate Ranges* (Effective 1/6/2003)

	Table Name and Nate Name					
			Base	Rates		120 Day
Code	Classification	Start	Days	Days	120 Days	Incentive Rate
G-109	Blueprinter	\$18,13	\$18.18	\$18.21	\$18.44	\$19.24
G-132*	*Clerk - Chief	19.30	19.35	19.38	19.70	20.57
G-448	Coordinator/Trainer (BEST)	20.76	20.76	20.76	20.76	21.69
G-446	Employee Counselor	20.76	20.76	20.76	20.76	21.69
G-408	Forms Composition Clerk - Senior	18.67	18.72	18.75	19.14	19.98
G-168	Messenger	17.72	17.77	17.80	18.03	18.81
	(Driving Included)	18.47	18.51	18.54	18.67	19.49
G-379	Microfilm Equipment Operator - Senior	18.17	18.22	18.25	18.67	19.49
G-310	Office Clerk - Senior	18.67	18.72	18.75	19.14	19.98
G-322	Office Clerk - Typist - Intermediate	18.05	18.10	18.12	18.44	19.24
G-323	Payroll Clerk - Intermediate	18.29	18.33	18.36	18.68	19.49
G-445	Photographer	19.31	19.36	19.39	19.62	20.49
G-399	Pickling Dept. Clerk (Dept. 8008)	18.15	18.20	18.23	18.54	19.35
G-313	Production Control General Clerk - Senior	18.67	18.72	18.75	19.14	19.98

EXHIBIT A - SMITH STEEL WORKERS (Office and Clerical)
Classifications and Rate Ranges* (Effective 1/6/2003)

C. I.	Observices	Start	30 Days	60 Days	120 Days	Incentive Rate
Code	Classification		•	•	•	
G-315	Scheduling Clerk - Senior	\$19.03	\$19.07	\$19.10	\$19.49	\$20.35
G-316	Shipping and Receiving - Senior	18.67	18.72	18.75	19.14	19.98
G-326	Shop Clerk - Intermediate	18.05	18.10	18.12	18.44	19.24
G-317	Shop Clerk - Senior	18.67	18.72	18.75	19.14	19.98
G-327	Shop Clerk Typist - Intermediate	18.05	18.10	18.12	18.44	19.24
G-200	Stenographer - Senior	18.15	18.20	18.23	18.54	19.35
G-319	Tool Control Clerk - Senior	19.03	19.07	19.10	19.49	20.35
** Usag	ge requires approval of manager - empl	oyment.				
* The fo	ollowing provisions apply to the office	and cleric	al classifi	ications l	isted in e	xhibit A.
A. Auto	omatic Increases					
The thir	ty (30), sixty (60) and one hundred two	enty (120)	day auto	matic in	сгеаses v	vill be
applied	the Monday following the week in wh	ich the thi	rtieth, six	tieth and	l one hun	dred
uppned twentie	th calendar days respectively occur. If	the thirtie	th, sixtiet	h or one l	hundred	twentieth
calanda	r day occurs on a Monday, the increase	will be m	ade effec	tive on ti	hat dav.	
calellua	i day occurs on a monday, the mercuse	00 11				

B Hiring Rate: Employment Office approval is required before hiring over the start rate

------Base Rates----- 120 Day

Note	s:			
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EXHIBIT B - INTERPRETATIONS - No. One (1) SUBJECT: Interpretation of Article II, Hours of Work and Overtime

(Paragraphs 1, 2 and 3)

Introduction:

A brief reminder of some of the labor practices tha were a result of the "great depression" will help explain why Article II was negotiated. During the 1930's a large percentage of employees were laid of and work was sporadic. Union-Managemen relationship had just started, market forecasting wa in its infancy, and the general unsettled economic conditions caused great fluctuation in the daily work schedules.

The unstable financial conditions forced ou customers to link production to orders on hand. It was not unusual to run the plant on the basis of dail phone calls from customers. Unemploymen compensation was new, and the qualifications wer more rigid than today. Sharing the work was widespread, and, in many instances, unions aske management to reduce the days per week or hour per day in lieu of a layoff. It was a practice to call 1 employees for short work days and short work weeks

In the 30's the peak sales for automobiles was I the spring and during this period employees wer required to work compulsory overtime. Although the union agreed that overtime must be worked, objected to prolonged overtime rather than the reca of laid off employees. All young seniority people has

been dropped from the payroll by the mid-thirties, but employees on the seniority roll did not accumulate seniority while on layoff.

It was recognized that our customers determined our schedule, therefore, it was necessary for the union and management to cooperate fully in the area of layoffs, recall, short work weeks and overtime. Customers were not easily replaced, and both union and management assumed the responsibility of atisfying our customers and, at the same time, working under rules that protected our employees.

Paragraph 1

"The regular work day shall be eight (8) hours and he regular work week shall be forty (40) hours for all mployees."

Our interpretation is that the regular workday is 1ght (8) hours and the regular work week is forty (40) ours and the regular work week shall consist of five 5) days. The regular work week is Monday through riday, except 3 shift starts on Sunday night at 11:00 M. and ends Friday morning at 7:00 A.M.

aragraph 2

- 1. "It is agreed that every effort will be made to rovide all employees with a regular day's work." We terpret this to mean that the Company will make very effort to schedule our employees to work an ght (8) hour day as defined in Paragraph 1 above.
- 2. "In case it should become necessary to work

more or less than the above mentioned hours in any division, department or departments,..." It i understood that an eight (8) hour day or a forty (40 hour week is not always possible. It may be necessar to increase or decrease the hours of work.

3. "The Grievance Committee of the Union shal have authority to make temporary arrangements wit the Management pending a meeting or action by th members involved." When it is necessary to increas or decrease the schedule, the Grievance Committe will be informed. If the schedule requirements resu in a reduction in force, the Union and the Compan may decide to reduce the regular workday to less tha eight (8) hours or the regular work week to less tha five (5) days. The time factor may prevent th Grievance Committee from complying with unio bylaws that require approval, discussion, etc., b members involved, thus it is recognized that th Grievance Committee may make temporar arrangements pending meeting or action by th members involved. If the schedule is increased, th Grievance Committee is informed and arrangement are made and matters discussed such as starting an quitting times, transportation, etc.

The following is the general interpretation of th paragraph as it relates to overtime:

- The Grievance Committee is kept informed of weekend and scheduled overtime.
- 2. Whenever possible, the Grievance Committe is informed in advance of an increase in the

- regular schedule to more than eight (8) hours per day or forty (40) hours per week.
- When employees are laid off in a classification, and employees in that classification are scheduled to work overtime, the following practice has been adhered to:
 - a. The Grievance Committee will be kept informed of scheduled (daily and weekend) overtime by the Manpower Office.
 - b. Any prolonged scheduled overtime is discussed with the Union for the purpose of reviewing the reasons why the overtime is necessary, how long it will run, how many employees are laid off in the classification involved, the length of seniority of the laid off employee, customer requirements, the relative costs of establishing another shift compared to working overtime, and other information that will enable the Grievance Committee to answer questions from their membership.
- 4. Any scheduled reduction in a scheduled eight (8) hour day or a forty (40) hour week requires mutual agreement. Unscheduled reductions may occur because of breakdowns or sudden cutbacks in the schedule. At this point, the Company must, in order to continue the reduced schedule, reach an agreement with the Union or apply the layoff procedure.

Paragraph 3

"No shift shall work less than five (5) hours daily including Saturdays, Sundays and holidays, excepin cases of a major breakdown." This paragraph i often referred to as "report pay," and provides tha where an employee reports for work, he shall be guaranteed not less than five (5) hours work, excep in case of a major breakdown. Employees may be transferred from one job or classification o department to another in order to provide work. The term "major breakdown" was used because at the time this paragraph was agreed to we were primarily a frame plant. A large percentage of our employees worked on line operations. Any breakdown affecting these continuous operations was covered by the term "major." If a small press broke down, it did not permi us to send home a single employee. The affected employee was transferred to another job. On the other hand, a press breakdown that created a materia shortage and shut down a line would be a "major breakdown." A breakdown in public or private transportation or communications, or breakdowns beyond the control of the Company, such as power failure, strikes, etc., have been considered "major hreakdowns "

EXHIBIT B - INTERPRETATIONS - No. Two (2) SUBJECT: Interpretation of Starting and **Ouitting Times**

The normal working hours Monday through Friday as defined in Interpretation 1, Paragraph 1, are as ollows:

4. Plant Operations

On one and/or two shift operations:

1st Shift - 7:00 A.M. to 3:30 P.M.

2nd Shift - 3:30 P.M. to 12:00 Midnight (see B below)

On three shift operations: Effective 1/2/2000 the work week shall begin at 11:00 P.M. on

Sunday night for all three-shift operations:

3rd Shift - 11:00 P.M to 7:00 A.M.

1st Shift - 7:00 A.M. to 3:00 P.M.

2nd Shift - 3:00 P.M. to 11:00 P.M.

The three-shift operation schedule referred to bove includes a twenty-minute paid lunch period. The twenty-minute paid lunch period does not apply o the exceptions shown in Section C below.

3. On weekends, holidays, and the day before a noliday, the starting and quitting times vary according o job requirements.

On a two (2) shift operation only, the hours of a egular workday before a Holiday are:

1st shift 7:00 A.M. to 3:00 P.M.

2nd shift 3:00 P.M. to 11:00 P.M.

The schedule referred to above includes a twenty 20) minute paid lunch period.

C. Exceptions:

1. Employees scheduled for overtime.

- Employees regularly scheduled to report befor the regular starting time to facilitate the starting of production.
 Employees scheduled to start and quit a
- Employees scheduled to start and quit a different hours because of job requirements.
- 4. Employees assigned to operations where it is no practicable to schedule a lunch period work eight (8) consecutive hours with a paid lunch

period. Employees eat when time is available

- 5. When there is a breakdown and operation cannot start on the regular starting time departments have been scheduled to start late or earlier than the regular starting time.6. Where the nature of the job permits, three shift.
- may be scheduled on an overlapping basis and in this event, the employees will work an eigh (8) hour shift with a thirty (30) minute unpaid lunch period.
- 7. On one and/or two shift operations:

 1st shift 7:00 A M. to 3:30 P M.
 - 2nd shift 7:00 A.M. to 3:30 P.M. 2nd shift 3:30 P.M. to 12.00 midnight
 - a. The one (1) hour that 2nd shift works on Friday night, from 11:00 P.M. to midnight that falls in the 24 hour Saturday time and one half overtime window (11:00 P.M. Friday through 11:00 P.M. Saturday), will be paid a straight time.
 - b. The one (1) hour that 2nd shift works on Saturday night, from 11:00 P.M. to midnight,

that falls in the 24 hour Sunday double time overtime window (11:00 P.M. Saturday through 11:00 P.M. Sunday), will be paid at the rate of time and one half.

EXHIBIT B - INTERPRETATIONS - No. Three (3)

RE: ARTICLE II-Hours of Work and Overtime

Paragraph A - Objective

This memorandum is in reference to the 19806 Bargaining Committee's request during the 1959 labor negotiations, as amended in 1995, that the Company and Union establish a better procedure to ensure more equitable distribution of overtime.

The parties have established the following procedure:

- It is the responsibility of the Colleague Growth and Development Leader for the area to ensure compliance with the provisions of the labor agreement covering overtime distribution.
- In order to ensure compliance, the Colleague Growth and Development Leader for the area, Manufacturing Leader, and Area Committeeman will review overtime hour lists for each department or related groups of departments whenever necessary.
- The purpose of the review is to determine if the overtime among employees in the equalization groups is consistent with the labor agreement.
- If the review reveals that mistakes are being made in charging overtime hours or the spread between employees on the equalization list is

- out of proportion, the Colleague Growth and Development Leader for the area and Area Committeeman shall take the necessary corrective steps.
- 5. Whenever practicable, the qualified employees with the least amount of overtime hours shall be assigned to work overtime. When Tool Development overtime is required, the qualified employee with the least amount of overtime hours shall be assigned. This qualified employee must have worked on the identified or like equipment for at least 30 days within the prior twelve months.
- 6. When it is necessary to call in employees for unscheduled overtime, a reasonable effort shall be made to call employees in order of their eligibility for overtime. No charge will be made if they refuse such overtime.
- 7. When employees are required from another department, the person(s) responsible for the group which requires additional employees shall make the request through the proper channels. This request shall be made to the responsible person(s) of the group that has available employees. Unless there is an emergency, he shall not contact employees directly for the purpose of scheduling overtime. The person(s) responsible for loaning employees shall select the employees from the department Overtime List. The various departments within a plant in the same general

location, where the work performed is of a similar nature, shall be considered in the request for additional employees. The departments working the least overtime hours shall be given first consideration provided employees in such department are then qualified to do the work, and there is adequate time to make arrangements for the loaning of such employees.

8. It is the parties' objective to reduce the spread of overtime hours between the employees with the least number of hours and the greatest number of overtime hours. The amount of spread will be determined by such factors as skills required for the job, shift assignment, length of the overtime, size of the overtime group, etc.

In the 1977 labor negotiations, the Union requested and the Company agreed to the following:

Overtime hours to be zeroed when there is a temporary shutdown in each sharing group in which no one is working. A Division 24 shutdown for maintenance is an example. This does not include major breakdowns or Christmas, inventory, and vacation shutdowns.

EXHIBIT B - INTERPRETATIONS - No. Four (4) SENIORITY

"Employees shall be regarded as probationary employees until their names have been placed on the

Seniority List.

Employees may acquire seniority by working sixty (60) days during a period of six (6) continuous months, in which event the employee's seniority will date back sixty (60) days from the date seniority is acquired.

All days of absence must be made up in determining the date upon which the employee acquires seniority."

An employee who completes his probationary period but was absent within the six (6) continuous months referred to above, because of industrial injury, sickness, funeral leave, jury duty or short-term military leave will have his seniority date established by dating back sixty (60) days from the date seniority is acquired, plus that number of days for such absences as specified below:

- a. Industrial injury all days absent (including the waiting period) provided the employee receives worker's compensation benefits.
- b. Sickness all days absent (including the waiting period provided for under the Company's sickness and accident benefit program) if the employee receives any such benefit payments.
- c. Jury and witness duty all days absent on which the employee serves actively on a grand or petit jury and receives the full regular per diem juror's fee.
- d. Funeral leave up to three (3) days absence in

- accordance with Article V of this contract.
- e. Short-term military leave all days absent during which the employee satisfactorily discharged his duties to the military unit involved and received Government pay therefor.

The following example illustrates how seniority is established under the foregoing excerpt from the Seniority Article.



EXHIBIT B - INTERPRETATIONS - No. Five (5) Milwaukee Works Plants/Divisions

Milwaukee Works Plants/Divisions/Key Organizational Units Plant Division 1. GM Assembly 11 2. Ford Assembly 14 3. Chrysler Assembly 50 4. Press Operations 17 42 5. Press Operations 6. Heavy Truck 15

Other:

Tower Automotive Technical Center	16
Milwaukee Prototype Center	22
Shared Services	80

This list shall be amended from time to time in the vent the Company combines or eliminates any of the Plants, Divisions or Key Organizational Units listed or establishes any new Plants, Divisions or Key Organizational Units which have employees epresented by Local 19806.

EXHÍBIT B - INTERPRETATIONS - No. Six (6) IV. VACATIONS

Vacation Periods

The annual vacation period shall be from January 1 through December 31.

Vacation Scheduling

 "Vacations shall be granted at such times during the year as the Management finds most suitable, considering both the wishes of the employees and the efficient operation of the department concerned."

Vacations are scheduled from January 1 through December 31. When vacations are selected, each supervisor is to give consideration to the wishes of his employees taking into account the efficient operation of his department and any annual vacation shutdown under Article IV. G. Management assumes the responsibility of scheduling manpower to permit as many employees as practical to take vacations in the more desirable periods of the year.

"Insofar as practical, employees with the highest seniority shall be given preference of dates."

Under normal circumstances, employees with the greatest seniority are given preference of dates in accordance with the accepted practice of their department. After the highest seniority employee has selected his vacation period, the next highest seniority employee makes his choice and so forth. Only when there are unusual circumstances would a less senior employee be given preference.

3. "Employees' preference of vacation weeks shall be submitted no later than February 1st of the vacation year, and the Company shall post the approved vacation schedule no later than March 1st." Employees must also designate if they want to take one week of vacation in days at this time.

Employees may schedule vacations during the January - February period. However, prior to February 1st, all employees must make their vacation preference known.

Employees may not change their vacation period unless it is made as outlined in Paragraph 4 below. Employees on layoff or leave of absence are required to take their vacation when their scheduled vacation occurs unless they make prior arrangements as provided in Paragraph 4 below. Employees who are scheduled for a vacation after their return from layoff or leave of absence are required to take their vacation as scheduled unless they had changed their vacation period as provided in Paragraph 4 below. Employees who are laid off or on leave of absence may schedule their vacation during the layoff period, per Paragraph 4 below.

 "This shall not be construed to bar anyone from making arrangements due to circumstances beyond his control, such as trading with someone or designating sick leave as hi vacation week or weeks."

After February 1, employees may change th dates of their vacation periods by trading with other employees or designating sick leave o layoff as their vacation period. Employees who wish to change their vacation period to fal within a leave of absence or layoff period mus make arrangements in advance or during such leave of absence or layoff period. They may no return from a layoff or leave of absence period and receive pay in lieu of vacation by declaring they want to apply their vacation retroactively to a period during such layoff or leave o absence. Employees cannot force lesse seniority employees to trade vacation periods All arrangements must be by mutual consent o the employees involved and be approved by supervision.

 "An employee may request pay in lieu o vacation in the case of sickness, extreme hardship or retirement."

When an employee suffers an illness that result in a loss of work for four or more weeks, o extreme economic hardship, either personally o in his family, he may request pay in lieu o vacation time off; he may also request pay ir lieu of vacation time off in order to retire. Any such waiver must be approved by the Manpower Office.

- One week of vacation may be scheduled by days.
 - Employees must schedule their remaining vacation periods in increments of one week or two weeks or three weeks or four weeks or five weeks or six weeks. All vacation schedules must be approved by the supervisor.
- "Under no condition shall any employee work on the Saturday or Sunday within his vacation period."
 - Employees who are on vacation are not permitted to work Saturday or Sunday or during any other overtime period.
- "An employee beginning his vacation on his Monday shall not be required to work on his Saturday or Sunday prior to his vacation."

Employees who begin their vacation on a Monday can be offered work for their Saturday and Sunday prior to such vacation. They may refuse such overtime in which case the symbol "V" will be used and no charge made. If such Saturday and Sunday work were accepted and not worked, the symbol "R" would be used and the overtime charged.

EXHIBIT B-INTERPRETATIONS

No. Seven (7)

ARTICLE VIL VOLUNTARY LAYOFF

"Second, by classification within the plant unless nother employee elects a voluntary layoff." The provisions of the voluntary layoff procedur are:

It applies only when there is a net reduction o employees from a classification from a plan caused by a reduction in force within the plant (no by employees bumping into the plant).

All employees who volunteer for a lay-off in lie of lesser seniority employees shall be considered to have "Preferred Recall" while they remain or layoff and have seniority to work in that plant an classification.

An employee who wishes to take a voluntary layof must register his written request with his superviso on a form provided by the Company. This form must be on file no later than four working days prio to the date of layoff.

The most senior employee requesting voluntary layoff in the affected department and classification will be approached first. Employees who are no present at work for reasons other than vacation o Personal Days will be bypassed for tha opportunity. If the department list is exhausted, th affected employee(s) in the department may elec voluntary layoff.

The most senior employees in the affected classification and plant will then be approached fo any remaining voluntary layoff opportunities. I insufficient employees volunteer for layoff, ther the least senior employees in the classification

shall be laid off.

The employee who would otherwise be reduced from the plant will replace the employee electing voluntary layoff and will be designated as "Temporary".

If a job opening(s) occurs while employees are on voluntary layoff, the Preferred Recall list will be utilized first. Employees on voluntary layoff may decline the recall as long as there are less senior employees on the Preferred Recall list to fill the openings. Those employees who opt to remain on layoff do not lose their Preferred Recall status.

After exhausting the Preferred Recall list, the merged Primary and Secondary recall lists will be used to fill any remaining openings.

LETTER OF UNDERSTANDING

Transportation Driver Assignment

If a supervisor requires service from a transportation driver not assigned to him, he shall make his request through either:

- The production department supervisor to whom the driver is assigned, or
- The driver's transportation supervisor.
 The supervisor in "1" or "2" above shall assign the driver if the request is granted.

ETTER OF UNDERSTANDING

Departments - G-346 Heavy Repairman

Departments have been created for G-346 Heavy

Repairmen working in Plants 1, 2 and 3. Th department designation for Plant 1 is Department 1150 for Plant 2 is Department 1450 and for Plant 3 is Department 5054.

Job Preference

Job preference requests must be made in writin through the Personnel Office. Such requests wil be honored before any additional Heavy Repairme are recalled or transferred into the respectiv department.

Overtime

working on the job assignment on which th overtime is to be worked, regardless of the overtim spread. Weekend and holiday overtime shall b shared by all Heavy Repairmen in that departmen Shift preference, reduction in force and recall shall be made in accordance with the provisions of Article VII of the Labor Agreement.

Daily overtime shall be first offered to the employe

This agreement shall in no way modify or chang the Letter of Understanding dated October 11, 196 relative to qualifications, etc., of employees in the classification.

LETTER OF UNDERSTANDING

Department Grouping - Division 11

At the present time, and until departmental and/o other organization changes are instituted b Management, Departments 1130, 1131, 1132, 1133 1134, 1135 and 1136 shall be known as the "GMT

Frame Department. Sub-departments shall be dentified as follows: 1130, 1131, 1132, 1133, 1134, 1135 nd 1136.

The above department and sub-department designations shall apply to Producer-Assembly only nd are to be used for the purpose of:

- Application of seniority in recalls to nontemporary openings.
- 2. Application of seniority in non-temporary reduction in force.
- 3. Application of seniority for shift preference.
- 4. Vacation Scheduling.

The procedure to be followed in implementing this arrangement shall be as follows:

. Recalls:

An employee having recall rights to any subepartment of a Frame Department shall be recalled to that Frame Department in order of his seniority in hat Frame Department. He shall subsequently be ecalled to the "home" sub-department if and when is seniority permits. Such recalls must be accepted r recall rights forfeited. It is understood this rovision does not affect any seniority rights that an mployee may have as provided for in Article VII, ection G.

Reductions:

Employees shall be released from a Frame Department in order of their seniority standing in that rame Department. Upon a seniority reduction from

a sub-department, the employee reduced shall replace the youngest-seniority employee in that Frame Department if there is a younger-seniority employee Upon reduction from a Frame Department, the employee shall follow the provisions of Article VII Section F.

3. Shift Preference:

Employees exercising shift preference in a Frame Department may either:

- a. Replace the employee on the identical operation on the desired shift if such employee has les seniority; or,
- b. Replace the employee with the least seniority on the desired shift in that Frame Department 1 such employee has less seniority.

Producers-Assembly not able to exercise their shif preference as outlined in "a" and "b" above, may replace the least senior employee in their classification within the plant on the shift of their preference if such employee has less seniority. However, this exercising of shift preference plantwide shall be limited to on such movement within a period of six (6) months.

4. Vacations:

Vacations of Producer-Assembly will be scheduled on a Frame Department basis as outlined in Articl IV (Vacations) D (Vacation Scheduling).

LETTER OF UNDERSTANDING

Joint Process

Joint Process Mission Statement

Joint Process is how we share responsibility for leading the business on all levels and for securing our future.

We pledge to create an atmosphere of trust, honesty and respect with empowerment of all Employees, consistent with the Tower Automotive Mission, Vision, Values and Goals. Management and Union Leaders have a joint responsibility to determine heir partnership arena, memorializing a spirit of trust and commitment and for evaluating their progress oward these commitments.

To accomplish this goal it is incumbent on both he Company and the Union to work together to support interests that form the foundation for achieving mutual success for all stakeholders.

These interests include the Tower Automotive Production System (TAPS), teaming concepts, continuous improvement, profitability, flexibility, job ecurity, training, etc.

The parties understand that training is a vital omponent for a successful Joint Process and as such re committed to making sure the necessary training s provided to all employees. We cannot emphasize oo strongly that "JOINT SUCCESS MEANS JOINT CHANGE". Neither party can stay the same and xpect the process to work. Therefore, the Parties gree to embrace and to build a successful Joint Process that utilizes the tools developed, as a result f the Joint Process, to increase the overall business nowledge for all employees.

JOINT PROCESS BOUNDARIES

Union

Union Seeks Input

* Union Financial Matters and Bylaws * Business Unit

- * Election/Selection of Union Officials Representation of
 - Union Membership
- * Processing of Grievances

Partnership

- * Business Unit Mission Statements
- * Production Implementation
- * Administering Agreement
- * Sub-Contracting
- * Meeting/Exceeding Customer Needs
- * Establish Procurement Policy
- * Training/Education
- * Business Unit Plan
- * Salary and Hourly Selection Process
- * Vendor Selection
- * Pay Plan Administration
- * Measure Stakeholders Needs
- * Contract Negotiations
- Communication
- * Plan for Manpower Staffing
- * Technology Integration
- * Developing and Achieving Measures of Success
- * Joint Process Development and Implementation

Management Seeks Input

- * Quality Procedures
- * Health and Safety
- * Sourcing Decisions
- * Key Plant Leadership Positions
- * Taps Procedures
- * Overtime

Management

- * Discipline/Dismissal
 - * Site Selection
- * Production Plan
- * Investment Decisions
- * Cost Accounting and Reporting

Letter of Understanding 19806

Alternatives to Layoff Procedure

The Company and Union realize the practice of laying off employees contributes to both instability and employee dissatisfaction. In short, the old way of approaching this situation needs to change. To that end, the Parties discussed alternatives to layoffs during the 1998 negotiations. The following represents the Parties' interests in providing an alternative to layoff.

Employees within a Business Unit may be solicited to take a voluntary vacation.

Employees may be assigned to temporary

positions. The employees will be transferred into a jointly agreed upon classification and receive the contractual rate of the classification and any applicable bonuses.

Once transferred, the employee can be assigned to other classifications and departments to perform work as needs arise, but they will be paid based on the initial classification.

Employees will be eligible to work overtime associated with their assignment, but these employees will be the last person asked.

At the conclusion of the assignment, the employee will be reduced.

The intent of this provision is to recognize and minimize short-term effects/fluctuations to the business. Economic business conditions may warrant a normal layoff situation.

The scope and duration of the assignment will be jointly developed and communicated to the employee prior to accepting the assignment. If the scope and duration changes, the parties will jointly revisit and re-evaluate the assignment. Employees are not required to accept temporary positions under the Alternative to Layoff Procedure.

LETTER OF UNDERSTANDING

Medical Limitation Placement

The procedure for employees having restrictions imposed as provided by Article VII-K-1 is as follows:

1. If an employee is in his Home Plant when the

limitation takes effect, he is sent to his Home Department to determine if there is work in his regular classification which he can perform within his limitations and seniority. If he is not in his Home Plant when the limitation takes effect, he is sent to the department and classification to which he is currently assigned. In either case:

- a. Of those employees having lesser seniority than himself, he replaces the least senior whose job he can perform on his regular shift.
- b. If he cannot be assigned as in "a" above, attempts are made to assign him on another shift following the same procedure.
- c. If the employee is assigned, no placement activity is involved, and the steward of the department is notified.
- 2. If the employee cannot be assigned as in "1" above, and has three (3) years of seniority, the supervisor informs the Manpower Office in writing and refers the employee for reassignment. The Manpower Office attempts to place him on a job which he can perform within his limitations under the provisions of K-1:
 - a. If he is in his Home Plant at the time the limitation takes effect:
 - He replaces the least senior employee in his regular classification in his Home Plant having less seniority than himself in whose department there is a job he can perform.

- (2) He replaces the least senior employee in another classification in his Home Plant having less seniority than himself in whose department there is a job he can perform. The least senior in each classification in the plant determines the order in which classifications are considered.
- b. If he is not in his Home Plant at the time the limitation takes effect:
 - (1) He replaces the least senior employee in his current classification in his current plant having less seniority than himself in whose department there is a job he can perform.
 - (2) He replaces the least senior employee in another classification in his current plant having less seniority than himself in whose department there is a job he can perform. The least senior in each classification in the plant determines the order.

Finally, all classifications are considered. The least senior in the classification in the Milwaukee Works determines the order.

3. Each time a job is selected, the employee is referred to the supervisor. He indicates on the referral form whether the employee is accepted or describes the specific reasons if he is rejected.

If an employee is placed on a job and it is subsequently found that he cannot perform it

because of his limitations, he is returned to the Manpower Office and efforts are again made to make placement. The Medical Department is consulted first concerning disputed cases.

Medical Limitation Placement forms are processed for each employee referred for placement. In addition to the distribution on the form, an extra copy is sent to the steward of the department in which placement is made. The Limited Service Code Card is sent to the department for each employee having a disability, so the supervisor is aware of his limitations. He shall notify the steward of the limitations as they affect assignment. When limitations are imposed or modified, a copy of the Permit to Work Form issued by the Medical Department shall be provided to the Grievance Committee.

LETTER OF UNDERSTANDING

Unemployment Compensation Denial For Recall Refusal

The first paragraph of Article VII, G, 5 reads:

"When an employee on layoff from one plant is offered work in his classification and/or job family in my plant and he refuses, he may continue on layoff. However, the Company will notify the Unemployment Compensation Department that work is available for aid employee and ask that benefits be denied for veeks in which work was available."

It is agreed that this language is intended to afford n employee on layoff an opportunity to return to active employment in his classification outside his Home Plant or in a related job outside of his classification (see attached listing of "JOB FAMILIES"), which would otherwise necessitate the hiring of a new employee.

To be recalled under this provision, the employee would have to be physically qualified and have the basic skills necessary to perform the job. Recall would be by order of least seniority, the least senior qualified employee on layoff being recalled first.

Should the laid off employee choose not to accep the job, the Company will notify the Unemploymen Compensation Department that work is available fo the employee and ask that Unemploymen Compensation benefits be denied for weeks in which work was available.

Should the employee dispute the denial o Unemployment Compensation benefits, the employee has the right to appeal to the Unemploymen Compensation Department for eligibility determination. The decision of the Unemploymen Compensation Department will be binding.

The laid off employee who refuses recall to th work offered in a related classification will not los his seniority and will continue on layoff as provide by the Contract.

The laid off employee who accepts the work offere in a related classification will retain his recall right to his regular classification and home department a provided by Contract.

General Factory

	I. G
105	Assembler-Welder
425	Combination Repair
387	Decoiler Operator
280	Gas Cutter
136	Handformer
346	Heavy Repairman
421	Precision Mach. Oper.
434	ProdAssembly
435	ProdHeat Treat
436	Prod/D.SHeavy Press
437	Prod/D.SLight Press
438	ProdMat'l, Prep.
440	ProdPaint Shop
231	Welder-Jig & Fixture
407	Welder-Tool & Die
	Maintenance

	П. С	
240	Checker	2
427	Die Washer	2
130	Fire Protection Spec.	_
134	Garage Mechanic	
428	Inspector A	
430	Maint. Services	
431	Mat1. Hdl.Transp.	
433		
171	Painter A	
418	Painter B	
439	Prod. Mat'l. Prep-Cranes	
447		
241	Serviceman-R&E	
	194 Sheet Metal A&B	
449	Skills Trainer	
450	Special Assignment	
205	Stock Handler	
443	Stock & Crib Attendant	
420	Truck Driver-Incinerator	
444	Truck Driver-Outside	

Other
229 Security Guard
228 Security Guard-Leader

JOB FAMILIES

Clarical

LG	п. с	Ш. G
All Senior Clerks	All Intermediate Clerks	All Junior Clerks
448 Coord/Trainer(BEST)	109 Blueprinter	168 Messenger
446 Employee Counselor	379 Microfilm-Sr.	209 Telephone Operator
197 Per. Equip. Operator	399 Pickling Dept. Clerk	
445 Photographer	200 StenoSr.	

Advanced Payment of Vacation

The following describes the plan for advanced vacation payment:

- 1. Advance payment of vacation will not be automatic. It will only be made in cases where the employee initiates such action by filling out Form OS-182—"Vacation Notice," which may be secured from he immediate supervisor and must be signed by the mmediate supervisor. The cards must be forwarded on the Hourly Payroll Department in sufficient time so that they are received by noon on Friday of the week preceding the payday on which the advanced payment check will be delivered to the employee. As an example, notification must be received in the Payroll Department on Friday, August 7 for payments which will be made on the following payday, in nticipation of a vacation for the period Sunday, August 16 through Sunday, August 23.
- 2. Advance vacation payments will be limited to wo weeks regardless of the actual limit of the mployee's vacation.
- 3. Advanced vacation payment will be included in the employee's weekly check which is delivered on ayday.
- 4. The amount of advance vacation payment will e reduced by any legal obligation which the mployee has incurred.

Temporary Supervision

Employees will not be assigned to temporary supervision for periods of less than three consecutive work days.

If for any reason an employee is needed fo temporary supervision for over 90 days, Managemen will meet with the Grievance Committee to explain the situation.

The following rules pertaining to overtime goverr employees working as temporary supervisors:

- 1. Daily overtime will be limited to work performed as a temporary supervisor.
- 2. Employees assigned to temporary supervisior on their Thursday and Friday will not be asked to work weekend overtime, other than that of a temporary supervisor. Employees assigned to temporary supervision through their Thursday may, on thei Friday, be asked to work weekend overtime only if al other members of his sharing group have been asked and have accepted or refused.
- 3. Employees assigned to temporary supervisior on their consecutive Friday and Monday may no work weekend overtime, except as a temporary supervisor.
- 4. An employee who accepts overtime in hi sharing group on their Thursday, and is assigned to temporary supervision on their Friday, will not b permitted to work the weekend overtime, except as

- temporary supervisor.
- 5. For purpose of holiday overtime determination for temporary supervisors, the two days prior to the holiday will be considered the equivalent of their Thursday and Friday in Paragraph 2, 3 and 4 above.
- 6. Temporary supervisors are to be charged in their regular overtime sharing group with all overtime hours worked or refused while working as a temporary supervisor.

Weekend Overtime

As a result of discussions in the 1966 negotiations with Local 19806, it was reaffirmed that, in principle, he most-senior employee scheduled for weekend overtime will remain on his regular shift, and that less-senior employees will be required to move off their regular shift when overtime scheduling requires such a move. This reaffirmation is made with the provision hat such movement is reasonable and does not conflict with present terms of the labor agreement or past practices.

LETTER OF UNDERSTANDING

Overtime Penalty Pay

As a result of discussions in contract negotiations, t was agreed that a penalty payment would be made o an employee if he was improperly bypassed for ither daily or weekend overtime. Such penalty ayment would be made on the basis of ten dollars \$10.00) per occurrence in a daily overtime situation.

and thirty-five dollars (\$35.00) per occurrence for weekend or holiday overtime situation. (It is understood that the maximum penalty payment mad to any given employee would be seventy dollar

(\$70.00) in an improper bypass situation during weekend/holiday.) Employees will not be charge overtime hours when a penalty payment is made.

LETTER OF UNDERSTANDING

Hours of Work - Loaned Employee If an employee has completed 8 paid hours befor

the end of the shift in the department to which he ha been loaned and work is not available, he will be give consideration under the "every effort" provisions t provide work up to the regular quitting time of tha department.

LETTER OF UNDERSTANDING Security Guard Cycle Pay and Overtime

It is agreed that for G-229 Security Guards and G

- 228 Security Guard-Leaders, Article II-B. Overtime,
 1. 2.b. will be interpreted as follows:
 - a. On the day following his regularly scheduled off days, a guard will not be eligible for cycle pay, just as any other employee is not eligible for cycle pay on a Monday.
 - On a Monday, a guard is eligible for cycle pay like any other day of the week, provided Sunday was not his regularly scheduled off day.
- 2. 3.a. will be interpreted that a guard's seventh o second scheduled off day will be paid as a Sunday

President - D.A.L.U. 19806

Effective September 3, 1974, the President of D.A.L.U. 19806 will function as the administrative coordinator for the Union in its relations with the Company. He will engage in such activities as his administrative coordination duties, matters related to contract administration, meetings with management or preparation for such meetings.

His method of payment by the Company will be he same as for the Grievance Committeemen.

Further, as in the case of the Grievance Committee, he President will not be paid by the Company for Jnion business (business not directly connected with Union-Management relations).

LETTER OF UNDERSTANDING

Holiday Work During

Christmas Holiday Period

When scheduling employees for work during the Christmas Holiday Period, the holidays are scheduled by overtime hours. Holiday overtime offered later han two working days prior to the first holiday shall not be charged if refused (e.g., holiday overtime offered after Thursday, December 22, for the holiday on Monday, December 26, or for any and all other holidays in the 1977-78 Christmas Holiday Period, is not charged if refused).

Scheduling of Personal Days D.A.L.U. 19806

The employee may schedule single days or he ma schedule any number of days together. Requests fo personal days must be made through the employee' supervisor, at least two (2) working days (Monda, through Friday) prior to the day or days he i requesting and must be approved by the supervisor

The following will clarify the scheduling o personal days:

- An employee may schedule one or more personal days at any time including immediately prio to or following a week of vacation.
- 2. An employee may make a request for persona days at any time on or before April 1. All request should be reviewed during the first week in April. Or or before the first Friday in the month of April, the supervisor should advise the employee whether the day or days requested can be granted. When a supervisor can grant one or more but not all the personal days requested for a given day, insofar a practical, the employee with the highest seniority wil be given preference.
- 3. Prior to April 1, if two employees request the same day as a personal day and the supervisor can only allow one to go, the more senior would be granted the day. After April 1, if two employees request the same day as a personal day and the supervisor can only allow one to go, the employee who submitted

the request first gets the day. If both submit the request on the same day, the more senior would be granted the day.

- 4. An employee who does not take his personal day/s during the vacation year shall be paid for any unused day/s remaining at the end of the year.
- 5. If a supervisor, unaware of the scheduling procedure in "2" above, approves on January 10 an employee's request for an April 29 personal day, and on January 16 a more senior employee submits a card for the same date, the supervisor should explain the circumstances to the employee and tell him (in this case the less senior employee) that he cannot determine who gets what day until after the April 1 deadline, at which time the supervisor will finalize the matter
- 6. The "Personal Days" card (OS 1381 Rev.4), on which the employee must make his request to his supervisor for a given personal day, must be signed and dated by the employee at least two (2) working days prior to the day requested. The card should be forwarded to payroll as soon as possible.
- 7. If an employee, once granted a day, decides to cancel the day, he should talk to his supervisor as arly as possible so as to permit the supervisor to give he request for cancellation careful consideration and letermine what, if any, manpower arrangements may be needed. A request to cancel will not be granted if he employee simply reports for work on the day he

is scheduled to be off.

- 8. An employee, in order to take a personal day/s must have one year of service. The employee may however, request to schedule that day or a day late in the year as a personal day.
- 9. The symbol "P" has been assigned for recording personal days on the "Supervisor's Record o Overtime Transmittal." When the "P" appears, there will be no overtime charged.
- 10. An employee who is scheduled to be on a personal day on Friday and/or Monday should be offered weekend overtime if in line for it. However he should be charged under "R" only if he accept the overtime and then does not work it. In addition if Friday is a holiday and an employee has a persona day scheduled for Thursday or Monday, he should be offered the holiday and weekend overtime if in line for it. He should be charged under "R" only if he accepts the overtime and then does not work it. A Monday holiday is handled comparably.

LETTER OF UNDERSTANDING

Relief Periods

As a result of discussions during the 1998 negotiations, the Company and D.A.L.U. 19806 agreed for the purpose of providing periodic relief to employees, two fifteen minute breaks will be given The following is the relief schedule. (excludes Guards)

One and Two Shift Schedule:

 irst Shift
 Second Shift

 15 - 9:30a.m.
 5:30 - 5:45p.m

2:00 - 12:30p.m. Lunch 7:30 - 8:00p.m. Lunch

00 - 2:15p.m. 0:00 - 10:15p.m.

hree Shift Schedule:

rst Shift Second Shift Third Shift
15 - 9:30a.m. 5:30 - 5:45p.m. 1:00 - 1:15a.m.
2:00-12:20p.m. Lunch 7:30-7:50p.m. Lunch 3:00-3:20a.m. Lunch
3:0.1:45p.m. 5:00 - 5:15a.m.

30-1:45p.m. 9:30-9:45p.m. 5:00-5:15a.m.

Only for compelling business reasons and with agreement by the Joint Negotiating Committee can exceptions be made to the above schedules.

LETTER OF UNDERSTANDING

Alternate Work Schedules

The need to respond to changing business conditions and customer requirements, as well as the need to reduce overtime and effectively utilize human esources, equipment and capital, may make it desirable or necessary to utilize operating schedules different from the standard five-day, eight-hour chedule.

In order to accomplish these objectives, the parties agree that, upon request, the Negotiating Committee will meet with the Company to review specific applications for the efficient use of alternate work chedules. Upon mutual agreement, the parties shall work together for the smooth implementation of such schedules, which may apply to both production and ervice employees as necessary for effective operations. (The Negotiating Committee will be

authorized to make such decisions.)

LETTER OF UNDERSTANDING

Hourly Payroll by Electronic Funds Transfer

The Company will offer employees weekly payroll by Electronic Funds Transfer (E.F.T.) or to have their checks mailed to their address on file.

Upon implementation of E.F.T., checks will be distributed to employees not on E.F.T. on the official payday only, and no checks will be issued early. Adjustments will be paid on the next regular check after the adjustment determination is made.

Letter of Understanding - 1998 D.A.L.U. 19806 Preventive Maintenance

As a result of discussions during the 1998 negotiations, the company and Union agree to make preventive maintenance a number one priority.

In order to reduce firefighting, we have to control the causes of the fires. Although there will always be a need for firefighting, it should be minimal and can be done by a small crew of craftspeople suited to this type of work. Our preventive maintenance requirements will always be fulfilled and these tasks will be planned and scheduled. To succeed at being highly competitive and cost efficient, we must aim our maintenance efforts at preventive maintenance and not at firefighting. One of the tools of this program will be operator involvement when necessary.

Letter of Understanding - 1998 D.A.L.U. 19806 Training

As a result of discussions between the Company and D.A.L.U. 19806 during the 1998 negotiations, it is agreed that:

The success of Tower Automotive in meeting its vision of being the global supplier of choice is dependent upon continuous development and implementation of a jointly developed and administered training program that will promote a higher level of skill and personal growth with Tower Automotive, its employees and the community.

- Utilize a skills matrix to identify training needs.
- Operators will be provided training using the skills matrix.
- Require operator instructions to have quality and safety instructions specific to the work station.
- Create a job rotation process for training purposes specific to each bargaining unit.
- Implement a Business Unit Joint Training Committee made up of Business Unit Leadership, in-plant trainers, and Grievance Committee person effective 1/1/99.

Letter of Understanding - 1998 D.A.L.U. 19806 Services

A joint group made up of the affected employees, management and the appropriate Bargaining Unit

Representatives will determine the actual competitiveness of the services they represent. The focus of this group will be to explore all avenues to make the services competitive in accordance with the Labor Contract or by mutual agreement. If it is determined that the services cannot be performed on a competitive basis, the services may be subcontracted with the following conditions:

- 1. Employees directly affected will be subject to an effects bargaining agreement.
- In the event the outsourced work is returned to Tower Automotive, the appropriate Bargaining Unit will again represent the function.

Letter of Understanding D.A.L.U. 19806 Subcontracting

As a result of discussions during the 1998 negotiations between the Company and D.A.L.U. 19806, the parties agree to:

 Jointly develop and maintain a business plan in each Business Unit taking into consideration manpower needs, maintenance needs, vacation liability, overtime, manpower flexibility and projects in an effort to reduce subcontracting throughout the year. It is recognized the Company is not required to schedule daily overtime prior to subcontracting. All work that has been done by the bargaining unit will be retained to avoid reduction in work schedules and/or layoff; however, in order to take advantage of the best economic opportunity, a sincere effort will be made to reduce subcontracting by utilizing in-house resources. The business plans will be reviewed per each Business Unit's practices and polices.

- Develop a joint insourcing/outsourcing committee made up of Union and Management.
- The Bargaining Unit will identify the members of their respective committee.

In the event the need to subcontract occurs, the committee will meet to discuss the need and brainstorm alternatives prior to any work being outsourced or subcontracted. These discussions will include the nature, costs, scope, time constraints and dates the work is to be performed and all relevant information. Subsequent to said meeting the insourcing/outsourcing committee, or its designee(s), shall sign a written acknowledgment that they have reviewed the proposed work. Signing the acknowledgment shall not waive the Union's right to grieve. It is the responsibility of the Joint Committee o develop a data mechanism for record keeping purposes of all contracted jobs so that decisions can be made at the Business Unit review meetings about nanning and changes in services offered.

Effective 1/1/99, previous letters of understanding on subcontracting no longer apply.

Letter of Understanding D.A.L.U. 19806 "For Cause" Alcohol and Drug Testing and Rehabilitation Program

As a result of discussions during the 1998 negotiations between the Company and D.A.L.U. 19806, it is agreed that a program to address alcohol and drug testing and rehabilitation will be included in the training material, under the subject of "further description of circumstances and observations that create a "probable suspicion" situation." The following points are included in the program;

- An employee's action(s) which directly contributes to an accident, series of accidents or situations which result in damage to Tower Automotive property or cause personal injury; however, Tower Automotive will not necessarily test in every instance if it is clear that the use of alcohol and/or drugs was not a factor.
- 2. The supervisor(s) must have received training in the signs of drug and/or alcohol intoxication in a prescribed training program which is endorsed by the Company and Union. Probable suspicion means suspicion based on specific personal observations that the employer representative(s) can describe concerning the appearance, behavior, speech or breath odor of the employee. The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. A copy must be

provided to the shop Steward or other Union Official in the event the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observations and reports.

 "For Cause" Alcohol and Drug Testing Policy and Rehabilitation Program implementation date to be on or before July 1, 2000.

The details of the "For Cause" Alcohol and Drug Testing and Rehabilitation Program are set forth in a separate document agreed to by the Union and Company.

Letter of Understanding D.A.L.U. 19806 Retiree Replacements

It is agreed that in the replacement of an employee on vacation immediately prior to retirement it is not necessary to use the category of "temporary". Such replacement is appropriately classified as "permanent".

It is further agreed that if an employee has informed the Company that he is retiring and is on vacation the week or weeks immediately preceding his retirement and for some unforeseen circumstances does not retire as scheduled, the employee who has replaced him through the transfer request procedure will revert to his regular job, classification and department which he held prior to his transfer.

Executed at Milwaukee, Wisconsin this 29th day of

June, 1972.

Letter of Understanding D.A.L.U. 19806 Productivity Improvement

During the 1998 contract negotiations, the Company and the Union mutually agreed that substantial improvement in labor productivity is essential to improving the cost and competitive conditions of the Milwaukee Operations. It was further agreed that such productivity improvements must come through better utilization of each employee, an improved (lower) ratio of indirect to direct production employees, and a restructuring of the size of the work force to help provide reasonable profits. It is understood that improved hourly labor productivity is a part of a total business improvement process which also includes reduction in salaried employment costs, improved quality, greater process uptime, improved product design and reduced material costs

During these negotiations, the Union and Company discussed the importance of job rotation and its impact on employees' health and welfare, ergonomics, injuries, productivity, quality and training. For training purposes, employees are required to rotate.

The parties have agreed to a joint process of identification, analysis and implementation of productivity improvement actions in three general areas:

 Increased flexibility of assignment of common and incidental duties between various classifications within a Union. To promote overall economic efficiency, employees will not be precluded from performing common and incidental duties. In order to complete a principal assignment, bargaining employees may properly perform common and incidental duties or a series of such duties that if performed separately may be regularly assigned to a particular classification. Performance of common and incidental duties does not establish permanent assignment of the duties performed. It is also agreed there will not be a loss of manpower as a direct result of common and incidental duties

The following guidelines apply to common and incidental duties:

- · The work can be performed safely
- · The employee is qualified to perform the duties
- The Company and 19806 Grievance Committee will communicate roles and responsibilities
- The time required in relationship to the principal job is short
- · Duties to be performed must make sense
- Increased flexibility of assignment of common and incidental duties between classifications in different Unions, including the improved efficiency and effectiveness of such major

activities as maintenance welding, productior line changeovers, use of material handling and transportation equipment, Total Preventativ Maintenance, and other duties historically identified with a specific jurisdiction.

Any such flexibility of assignments and realignment of duties will fully consider skill training, and safety. All Unions whos recognized jurisdiction is affected will meet to discuss changes being considered implementation of changes will be by mutua agreement.

 Establishment of shop floor teams, where appropriate, as a primary organizationa approach to performance of production maintenance and service activitie incorporating the utilization concept recognized in items #1 and #2 above.

The Union and the Company are committed to increased flexibility of assignment between classifications and departments. When production is interrupted (i.e. breakdowns, parts shortages quality issues, etc.), the affected employees mus accept work in any department, in any classification within their plant for which they are qualified, before they are permitted to go home.

Letter of Understanding D.A.L.U. 19806 New Weather Agreement

During the 1998 negotiations, the partie

recognized that the intent and purpose of the original Heat Agreement has been lost. As such, the parties discussed at length the necessity of eliminating the Summer/Winter hour schedule and Heat Agreement while at the same time being responsive to the needs of the employees and business units.

The intent of the new weather agreement is to:

- Consider the impact of extreme heat/cold conditions on employees with medical problems.
- Consider the need to make employees more comfortable during extreme heat/cold conditions.
- Consider the business units and customer needs. Reduce overall cost and meet customer schedules.
- Business units and Union will be jointly responsible for cost effective improvements to reduce the effect of extreme heat/cold conditions.
 - A. Identify current heating/ventilation systems that are not functioning properly.
 - B. Identify key heat sources.
 - C. Determine cost effectiveness.
 - D. Establish an action plan that will improve employees' comfort.
 - E. Effectuate this action plan by 4/15/99. Each year thereafter, an annual review of

- the heating/ventilation effectiveness/ functioning will be conducted.
- F. Extreme heat conditions will be determined by using "Mitchell Field" readings; three degrees F will be added to Mitchell Field's temperature (i.e. if Mitchell Field reading is 87 degrees, add 3 degrees to equal 90 degrees, then go to chart).
- Extreme "heat conditions" are identified as a comfort index. Listed on the following page are the applicable temperature and humidity readings.
- Under these conditions, an additional 6
 minute break per hour will be given,
 excluding the hour during which the normal
 15 minute break occurs.
- The in-house recording of temperatures and humidity will be discontinued.
- If the readings are unavailable from Mitchell Field and the conditions warrant it, breaks will be given.
- An employee who experiences a medical problem associated with extreme heat or cold conditions will be referred to the Medical Department for evaluation.

TEMPERATURE

HUMIDITY	7
0-100	
3-100	
4-100	
7-100	
8-100	_
10-100	>=
12-100	6
15-100	
17-100	
20-100	
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71-100	
76-100	
82-100	
89-100	
100	
	0-100 3-100 4-100 7-100 8-100 10-100 12-100 15-100 17-100 20-100 22-100 24-100 33-100 33-100 37-100 41-100 45-100 50-100 59-100 65-100 71-100 82-100 89-100

Technological Changes

The Company has and shall continue to have the sole right to make such technological changes in the methods and processes of production which, in its opinion, are necessary and consistent with efficiency of operations and competitive conditions in industry. This letter is not to be regarded as impairing that right in any way, nor is it to be regarded as superseding or replacing any condition of the existing collective bargaining agreement between the parties.

If the Company anticipates that a technological change in method or process of production will have an adverse effect upon the earnings and employment of any employees covered under the collective bargaining agreement, the Company agrees that it shall notify the Union of such technological change at the earliest practical date.

It is further agreed that after such notification to the Union the Company will meet with the Union, at the Union's request, to discuss the effects of such technological change on the employees affected and further, on request of the Union, the Company will bargain collectively with the Union with respect to mitigation of any adverse effect the technological change will have on the affected bargaining unit employees.

Executed at Milwaukee, Wisconsin, this 6th day of September, 1968.

Letter of Understanding

In reference to Article IV. Vacations, B. Eligibility and Accrual, the parties have developed and agreed to the following:

"For the purpose of vacation accrual, if January 31, in any given year, falls on a Saturday or Sunday, then as long as an employee is active on either the Friday prior to January 31 or the Monday following January 31, the employee will not be required to accrue vacation for that year."

Executed this 5th day of January, 1999.

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