

EXPIRES 30 SEPTEMBER 1992

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COLLECTIVE AGREEMENT

BETWEEN

JOHN DEERE WELLAND WORKS OF

JOHN DEERE LIMITED Welland, Ontario

AND

THE NATIONAL AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA (CAW-CANADA) and its Local 275

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THIS AGREEMENT TO BE ENTERED INTO AS OF THE 13TH DAY OF NOVEMBER 1989

BETWEEN:

JOHN DEERE WELLAND WORKS of JOHN DEERE LIMITED, Welland, Ontario

(Hereinafter referred to as the "Company")

- AND -

THE NATIONAL AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA (CAW-CANADA) and its Local 275

The general purpose of this Agreement is to

(Hereinafter referred to as the "Union"!

ARTICLE I - PURPOSE

1.01

establish and maintain collective bargaining relations between the Company and the Union: to continue the cooperation and spirit of goodwill between the Company and its employees; to provide machinery for the prompt disposition of grievances arising under this Agreement, and to set forth negotiated conditions of employment for all employees who are subject to the provisions of this Agreement. The Union recognises that in order to provide a proper relationship between the parties the Company must be kept in a strong, competitive market position and be satisfactorily profitable consistent with fair labour standards, and by achieving continuing and ongoing improvement.

ARTICLE II - RECOGNITION

2.01 The company recognizes the Union as the sole collective bargaining agent with respect to wages, hours of

work and working conditions for all employees of the Company in Welland, Ontario save and except supervisors, persons above the rank of supervisor, office, clerical and technical staff, sales staff, security guards, students employed during the cooperative training program with a university or community college, and students employed during the school vacation period.

For the purpose of clarity, the parties agree that the term "office, clerical and technical staff" includes plant office, clerical and technical staff such as set out hereafter: Senior Engineering Analyst, Standards Engineer, Analyst Programmer, Advanced Engineering Analyst, Field Test Co-ordinator, Materials Engineer, Traffic Clerk, Clerk-Typist, Record Clerk, Shipping Co-ordinator, Secretary, Purchasing Maintenance Planner, Production Expediter, Scheduler. Co-ordinator Production Experimental Scheduler, Buyer, Scheduling, Computer Programmer, Keypunch Operator, Computer Terminal Operator, Standard Data Applicator, Industrial Nurse, On-Line Computer Co-ordinator, Inventory Analyst, Engineering Analyst, and those "acting" in those positions.

ARTICLE III - MANAGEMENT RIGHTS

3.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its Management and may be exercised by Management as it, in its discretion, sees fit.

Without limiting the generality of the foregoing, the Company's rights shall include:

(a) the right: to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices, to be observed by its employees; to discipline and discharge employees in accordance with Article VIII of this Agreement.

- (b) the right: to select and hire the working force and employees; to transfer, assign, promote, demote, schedule and classify employees; to retire employees in accordance with the Company's pension plan; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit; to transfer employees into or out of the bargaining unit; to operate and manage the enterprise in all respects in order to satisfy its commitments and objectives.
- the right to determine: the location and extent of its (c) operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be done; the products to be manufactured, merchandised and sold; the standards of performance; whether to perform or contract for goods and services; the schedules of work; the methods, processes and means of performing work; job content and requirements; the qualifications of employees; the use of improved or changed methods and equipment: the number of employees needed by the Company at any time and how many shall work on any job or assignment; the number of hours to be worked; starting and quitting time; methods to be used to ensure security of the Company's property; and generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

ARTICLE IV - NO DISCRIMINATION

- 4.01 (a) Neither the Company nor its representatives shall discriminate, coerce or restrain any employees because of such employees' membership or lawful activity in the Union. The Company and the Union recognize and support the Company's policy against workplace harassment.
- (b) The Company and the Union and the employees agree that they will not discriminate against any employee because of his race, religion, marital status, sex, creed, sexual



preference, handicap, colour, affiliation or national origin. contrary to the provisions of the Human Rights Code:

- The Company and the Union agree that there will be no intimidation or coercion exercised by either of them upon an employee because he or she is exercising any right conferred by the Ontario Labour Relations Act and the Union agrees that there will be no Union activity other than that which is
 - Whenever the masculine gender is used in this 4.03 Agreement it shall include the feminine.

ARTICLE V - UNION SECURITY

expressly permitted by this Agreement.

- 5.01 All present employees of the Company shall have deducted from their pay monthly Union dues as a condition of employment and shall have the option of joining or not joining the Union. All new employees shall, as a condition of
- shall make application for membership in the Union. The Company also agrees to deduct from the pay of an employee who authorizes it in writing, the Union initiation fee and to forward such initiation fee to the Union. Union Form A230-86 shall be supplied by the Union to the Company and used for this purpose. 5.02

employment, have deducted from their pay monthly Union dues and

remitted to the Local Union Financial Secretary Within fifteen (15) working days of the deduction along with a list of names from whom such deductions have been made and the amount of each deduction.

All dues and initiation fees deducted must be

5.03 The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union dues and/or initiation fees to be deducted in line with the constitutional requirement of the National Union. 5.04 The Union agrees to indemnify and save the Company harmless against any and all claims or other forms of liability that may arise out of or by reason of deductions made or payments made in accordance with this Article V.

5.05 Part-time Employees:

All part-time employees who earn the equivalent of forty (40) hours pay or any hours which are equal to a normal full week's pay during a calendar month must have the regular Union dues of two (2) hours: pay deducted by the Company and then forwarded to the Local Union Financial Secretary. A part-time employee is defined as one who is normally employed for not more than twenty-four (24) hours per week. A part-time employee who completes the regular probationary period must pay initiation fees as established by the Local Union as a condition of further employment.

The Union shall notify the Company by letter of the method upon which the deduction of Union dues is to be calculated detailing both amounts to be included and amounts to be excluded. In addition, the Union will advise the Company by letter under what circumstances dues are payable, e.g., when the employee is receiving vacation pay, holiday pay, etc. and under what circumstances dues are not payable, e.g., when the employee is receiving Weekly Indemnity or Workers' Compensation Benefits. The foregoing shall conform to the Constitution of the National Union and the By-Laws of the Local Union.

ARTICLE VI ~ UNION REPRESENTATION

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise select Committeepersons in accordance with this Article VI, for the purpose of representing employees in the handling of grievances. In order for an employee to be eligible to be a Committeeperson the employee must have successfully completed his probationary period.
- 6.02 The Company agrees to recognize five (5)
 Committeepersons and in addition, a Chairperson. A
 Committeeperson must be elected or appointed from the zone he
 represents. The Chairperson shall be elected plant-wide and
 will work on the first shift. Zones are designated as follows:
 zone 1 Buildings T, X, Y and Paint System two (2)

Committeepersons

- zone 2 Buildings R, R-2, S, S-1, Q-2 and Q-3 one (1)
 Committeeperson
- Zone 3 Buildings M, L, L-1, J-2, Q, and Q-1 one (1)
 Committeeperson
- zone 4 Buildings A, B, C, D, H, V and Power House and
 Hoist Inspection, Weld Clinic, Plant Oiler and
 Pipefitters one (1) Committeeperson, steady

first shift.

Not more than five (5) Committeepersons including the Chairperson will be on the first shift and not more than one (1) Committeeperson will be on the second shift. Alternates will not be used on the opposite shift.

If a Committeeperson is going to be out of the plant for one (1) day or more, an alternate Committeeperson from his zone may act in his absence, provided the Union has given the Company advanced written notice of the name of such alternate Committeeperson.

Time used by an alternate Committeeperson is deemed to be time used by the Committeeperson for whom he is the alternate.

To select a time study person who shall not be a Committeeperson the Union shall submit the names of five (5) employees who shall meet the qualifications established by the Company. From this group the Company shall select three (3) whom it deems to be suitable and qualified. The Union shall then select one (1) of these three (3) to receive training at Company expense.

Should the Company promote the Union time study person to a position outside the bargaining unit a replacement will be trained by the Company. If the Union time study person needs to be replaced for a reason other than being promoted to a position outside the bargaining unit, the training costs shall be borne by the Union.

6.03 The Company agrees to recognize the National Representative, President of the Local Union if not a Committeeperson, Chairperson and four (4) Committeepersons as

the Negotiating Committee for the purpose of negotiating the renewal of this Agreement.

6.04 The Union shall notify the Company in writing of the names of the Committeepersons and Chairperson, the effective dates of their appointments and the names of any Committeepersons they are replacing. The Company shall not be

required to recognize any Committeeperson or Chairperson not so

named.
6.05 The primary obligation of a Committeeperson is to perform his regular work for the Company; accordingly, no Committeeperson shall leave his work to administer this Agreement without requesting and obtaining the permission of his supervisor. When returning to his regular duties he will report to his supervisor and advise the supervisor of the general nature of the matter he was dealing with during his absence, if requested. The Company agrees to not unreasonably withhold such permission and the Union agrees to keep the time

The jurisdiction of a

6.06 The Company agrees that Committeepersons shall not suffer loss of pay up to a maximum of one (1) hour each per day, five days per week, for time spent in the processing of grievances during the Committeeperson's regular straight time

Committeeperson is limited to the department or group of

spent to the minimum necessary.

departments he represents.

working hours.

In addition, the Chairperson shall not suffer loss of pay up to a maximum of four (4) hours per day, five days per week, for time spent in carrying out his duties herein.

The Union time study representative shall not suffer loss of pay up to a maximum of two hundred (200) hours per calendar year for time spent in carrying out his duties herein.

Payment provided for herein shall not apply to arbitration or time spent meeting with the Company for the purpose of negotiations.

- 6.07 The Company agrees to retain the Plant Chairperson, and the Time Study Representative Committeepersons
 - at work in their zone in the event of a lay_off provided they have the skill and ability to do the work required.
 - 6.08 A National Representative and the President of the Local Union may be present and participate in any meeting of the Plant Committee and the Company.
 - 6.09 The Company will supply to the Chairperson the following information:
 - (a) a seniority list, monthly, showing employees' classifications;
 - (b) lay-offs and recalls subject to Article 12.08;
 - (c) annually, names and addresses of bargaining unit employees and of bargaining unit employees who retire after 21 July 1989;
 - (d) on a monthly basis, provided there is a change:
 - (i) employees on leave of absence; and transfers into and out of the bargaining unit,
 - (ii) employees on Workers' Compensation, Weekly Indemnity, Long-Term Disability, and last day worked,
 - (iii) notification of an employee who has lost seniority under Article 12.07 or is sent a Registered letter pursuant to Article 12.07;
 - (e) managerial personnel who have jurisdiction over bargaining unit employees.
 - 6.10 The Company agrees to provide the Union with an office, basic desk and chairs, filing cabinet and telephone. The Union shall pay all telephone charges other than the basic monthly charge.

ARTICLE VII - GENERAL

7.01 Pay Day

- (a) Pay day will be Thursday of each week for first and second shift employees and Friday for third shift employees unless a holiday falls on a pay day, then pay day will be on the day before the holiday. If a temporary change is necessary, employees will be notified.
- (b) Employees will be paid for services rendered during the previous workweek. All pay cheques will be distributed during regular work hours on the regular pay day.

7.02 Physical Examinations

- (a) All applicants must take a physical examination at Company expense after being accepted for employment.
- (b) The Company may upon reasonable grounds require a medical examination of any employee which will be made at the Company's expense. A report thereof will be furnished to the personal physician of the employee, upon written request of the employee and his physician.

7.03 Bargaining Unit Work

It is the intent of the parties that members of Management will not perform the functions of bargaining unit work to such a degree as causes the lay-off of bargaining unit members or an erosion of bargaining unit work or the loss of an overtime assignment.

This clause is being written in a broad, general manner to avoid nitpicking and conflict when members of Management perform such functions on the one hand, while preserving the integrity of the bargaining unit on the other hand.

7.04 Non Traditional Work Assignments

Employees covered by this Agreement may be assigned to certain functions which they traditionally have not performed or which have not exclusively been performed by members of the bargaining unit for not more than one (1) year. Examples of such functions are:

- (a) Programming and maintenance of computers and robots;
- (b) Identifying training needs, developing training materials and conducting training;

- (c) Leading or participating in project teams or working individually on subjects covering a wide range of functional areas;
- (d) Special assignments given to employees to accommodate temporary medical restrictions; and
- (e) Evaluating, testing and/or analysing experimental, proved design and/or production parts, assemblies etc. in order to develop or prove engineering theory and design.

The performance of such functions by bargaining unit members shall not cause such functions to be bargaining unit work.

7.05 Current Addresses, Etc.

It is the obligation of every employee to keep the Human Resources Department advised of his/her current address, telephone number or change in marital or dependent status.

ARTICLE VIII - DISCIPLINE

- 8.01 The discipline or discharge of an employee who has not completed his probationary period, hereinafter referred to as a "probationary employee", shall be at the sole discretion of the Company and shall not be grievable nor arbitrable.
- 8.02 The discipline of an employee who has completed his probationary period, hereinafter referred to as a "seniority employee", shall be for just cause and shall be subject to the grievance procedure.
- 8.03 A claim by a seniority employee that he has been discharged without just cause, shall be treated as a grievance and shall commence at Step No. 2 of Article 9.05 provided a written grievance signed by the employee and his Committeeperson is presented to the Manager of Human Resources or his designate within three (3) working days after the discharge. The National Representative of the, Union will be permitted to attend the meeting held pursuant thereto, with Management.

- 8.04 A Committeeperson will attend a meeting at which the Company is disciplining or discharging a seniority employee unless the employee states, in the presence of a Committeeperson, that he does not wish to have a Committeeperson present.
- 8.05 When a seniority employee is discharged from employment while at work he will be given the opportunity, if he so desires, to have a private interview of not more than thirty (30) minutes with the Plant Chairperson or his Committeeperson.
- 8.06 In imposing discipline for causes other than absenteeism, the Company will not take into account any infraction of Company rules of conduct which occurred more than three (3) years prior to the date upon which the offense for which the employee is being disciplined occurred. Notwithstanding the foregoing, if an employee has a clean slate, i.e. no discipline for a continuous period of eighteen (18) months, discipline prior to such eighteen (18) month period will not be taken into account in imposing discipline.

ARTICLE IX - GRIEVANCE PROCEDURE

9.01 The company and the Union agree that the specifically designated grievance procedure shall be properly followed within the time limits provided.

Whenever the term "grievance procedure" is used in this Agreement, it shall be considered as including the arbitration procedure.

- 9.02 "Grievance" shall mean a complaint or claim concerning the discipline or discharge of a seniority employee, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.
- 9.03 No employee shall have a grievance until he has discussed his complaint with his immediate supervisor. The immediate supervisor will respond to the employee within one (1) working day from such discussion. If the immediate supervisor does not settle the matter to the employee's

satisfaction, the employee's grievance may be submitted to Step No. 1 of the grievance procedure.

9.04 The Company shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Company in writing at Step 2 of the grievance procedure within ten (10) working days from the time the circumstances upon which the grievance is based occurred.

9.05 Step No. 1:

If the employee's complaint is not settled under Article 9.03, a meeting will be held between the grievor who will be accompanied by his Committeeperson, and the grievor's supervisor and a representative of the Human Resources Department within three (3) working days of the response of the supervisor under Article 9.03. The supervisor will give his reply to the Committeeperson by the end of the second working day following such meeting and the giving of such reply will terminate Step No. 1.

step NO. 2:

If the grievance is not settled at Step No. 1, the grievance shall be reduced to writing, signed by the grievor and the Committeeperson and submitted to the Manager of Human Resources within the ten (10) working days specified in Article 9.04. A meeting of three (3) members of the Committee and the Manager of Human Resources and other Management representatives shall take place on the fourth (4th) Thursday of the month unless mutually agreed otherwise. A National Representative of the Union may be present at the Step No. 2 meeting if requested by either party. A decision shall be rendered by the Manager of Human Resources, in writing, within five (5) working days of such meeting.

Step No. 3:

In the event the grievance is not settled at Step No. 2, the party having carriage of the grievance may request arbitration of the grievance by giving notice in writing to the other party within ten (10) working days from the delivery of the decision at Step No. 2, but not thereafter. The notice to

arbitrate shall set out the nature of the grievance, the section or sections of the Collective Agreement claimed violated and the remedy sought. If a request for arbitration is not so given within such ten (10) day period, the decision at Step No. 2 shall be final and binding upon both parties to this Agreement, and upon any employee involved. A sole arbitrator shall be selected from among the following panel (except in the case of arbitration of a payment plan grievance):

Professor Earl E. Palmer Ross L. Kennedy Professor Gail Brent Martin Teplitsky Howard D. Brown

The party giving notice to arbitrate shall indicate in writing two (2) of the arbitrators who are <u>not</u> acceptable as arbitrator in the particular <u>matter</u>. The party receiving the notice to arbitrate shall indicate in writing two (2) of the remaining three (3) arbitrators who are <u>not</u> acceptable for the particular matter. The remaining arbitrator shall be the arbitrator in the current case. In the event of death or retirement from practice of any of the foregoing arbitrators, they shall be replaced in the following order (except in the case of arbitration of an incentive standard):

Professor Wesley B. Rayner Mort Mitchnik

9.05A A special arbitrator who is an industrial engineer shall be selected by mutual agreement between the parties to deal with an unresolved payment plan grievance. In addition to hearing evidence by the Union and the Company the industrial engineer arbitrator shall make such observation and study of the operation in question as is necessary to enable him to develop the true facts in the case and shall have access to any information pertaining to the dispute including standard data or plant data or study(ies) of the operation. Upon completion of his study the industrial engineer arbitrator shall render his decision in the matter.

- 9.06 The arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee or employees affected by it.
- 9.07 The arbitrator shall not be authorised to make any decision inconsistent with the provisions of this Agreement or to add to, alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to him by the notice to arbitrate.
- 9.08 Each party hereto shall bear its own costs of and incidental to any such arbitration proceeding. The fees and charges of the arbitrator shall be borne equally by the two parties hereto. Each party has the right to require the attendance of the grievor at the arbitration hearing.
- 9.09 The time limits and other procedural requirements set out in this Article IX are mandatory and not merely directory, therefore Section 44(6) of the Ontario Labour Relations Act shall not apply. The parties may agree to extend time limits provided they do so in writing.
- 9.10 It is agreed that any arbitrator appointed. pursuant to Section 45 of the <u>Ontario Labour Relations Act</u> will be bound by the requirements of the grievance and arbitration procedure set out herein.

9.11 Union Policy Grievance or Company Grievance

A Union policy grievance of a Company grievance may be submitted to the Company or the Union, as the case may be, in writing within five (5) days from the time the circumstances upon which the grievance is based occurred. A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance or at such other time as is mutually agreed between the Union Representative and the Manager of Human Resources and shall take place within the framework of Step No. 2 of Article 9.05 hereof. The Company or the Union, as the case may be, shall give its written decision within five (5) days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within ten (10) days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

The provisions of this Article 9.11 shall not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the provisions of Article 9.05 hereof shall not be bypassed.

ARTICLE X - NO STRIKES OR LOCKOUTS

10.01 The Union undertakes and agrees that while this Agreement is in operation neither the Union nor any employee shall take part in or call or encourage any strike, picketing, Sitdown, slowdown or any suspension of or stoppage of or interference with work or production which shall in any way affect the operations of the Company, and furthermore that there shall be no sympathy strikes nor secondary boycotts. The Company agrees that it will not engage in any lockout during the term of operation of this Agreement.

10.02 Any employee who participates in any of the foregoing conduct shall be subject to discipline which may include discharge.

10.03 The word "strike" and the word "lockout" shall be deemed to have the meaning given to these words under the Ontario Labour Relations Act.

ARTICLE XI - EMPLOYEE ORIENTATION

11.01 The Union and the Company will cooperate and participate jointly in a new employee orientation program including a discussion of the importance of quality work, safety, general factory operations, and the employee's responsibilities and benefits under the provisions of this Agreement.

ARTICLE XII SENIORITY

8

12.01 An employee shall not have any seniority and shall be considered as a probationary employee until he has completed three (3) continuous months of employment with the Company. During such probationary period he will have no seniority rights. The discharge of a probationary employee shall be in the sole discretion of the Company. Upon completion of the probationary period an employee's seniority will be backdated to the date of hire.

12.02 Recognising that seniority is inherent to any employment security program a workable system must include minimal disruption and loss of productivity.

To this end, when a reduction in the workforce is required, other than lay-offs provided for in Articles 12.03 and/or 12.09(a)(iii), the following procedure will take place: Btep

The junior employee in the classification affected in the

department will be reduced from his department and will exercise seniority to displace the most junior employee in his classification in the bargaining unit provided he is qualified to perform such junior employee's job.

Etep

Such junior employee displaced from his classification will exercise seniority to displace the most junior employee in his seniority unit provided he is qualified to perform such junior employee's job.

Step

Such junior employee displaced from his seniority unit will exercise seniority to displace the most junior employee in the bargaining unit - hourly if hourly, or incentive if incentive - provided he is qualified to perform such junior employee's job.

tep

Such junior displaced employee will exercise seniority to displace the most junior employee in the bargaining unit, if there is one, provided he is qualified to perform such junior employee's job.

The junior displaced employee will be laid off.

in each of the foregoing steps, if a vacant work assignment exists in the employee's classification, seniority unit or bargaining unit, as the case may be, which the employee is qualified to perform, then such employee will be assigned directly to such vacant work assignment rather than exercise seniority to displace the junior employee.

when a focussed factory is established the parties will meet to negotiate changes required in the foregoing.

12.03 Temporary Lay-Offs

Notwithstanding anything contained in Articles 12.02 and 12.04 hereof, in the event of a temporary lay-off of a known duration, of more than five (5) working days but not exceeding six (6) continuous weeks at any time, the following will apply to those employees who are affected within a department, area or focussed factory, as the case may be.

- (i) Employees with less than one (1) year's seniority in each affected group will be laid off first,
- (ii) Thereafter, if there are still more employees remaining in the affected group than are required, employees in such affected group shall be laid off in order of seniority with the most senior employees being laid off first.
- (iii) If, for some reason, the lay-off of an affected group exceeds six (6) weeks, the senior employees in such affected group will return in order of seniority with the most senior employees being returned first, and junior employees will be laid off in order with the most junior employees being laid off first, provided such senior employees are qualified to perform the work required.
- 12.04 When an increase in the workforce is required and employees are on lay-off, employees will be recalled to vacant / work assignments in order of seniority subject to the following.

An employee will be recalled to work in his classification, if it is available, and if not then to other

available work, provided that in either CISC he is qualified to perform the work required. The goal herein is to restore the employee to his classification and unit in line with his seniority as work becomes available which he is qualified to perform.

When a focussed factory is established the parties will meet to negotiate changes required in the foregoing.

12.05 Job Posting

(A) When it becomes necessary to add employees to any seniority classification within an area or focussed factory, such vacancies, except those created by job bidding, will be subject to job bidding after the recall or restoration of all employees with recall or restoration rights to the seniority classification within the area or focussed factory.

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Any vacancy which in the best judgment of the Company is of a temporary nature, that is, of less than sixty (60) days' duration, shall not be listed as a vacancy and it shall not be posted for bidding.

and based on medical opinion that it will likely exist for sixty (60) calendar days or longer will be posted as a "Special Duration Job Bid".

(B) A vacancy created through an employee accident or illness

- (i) The successful bidder will retain recall rights to his previous seniority classification.
- (ii) The successful bidder will return to his previous seniority classification when this assignment is completed providing his seniority will permit such return.
- (iii) If the "Special Duration" status is removed from this job bid, the employee will lose recall rights to his previous seniority classification and retain recall rights to this classification.
- (iv) Any vacancies created by a "Special Duration Job Bid" will in turn be filled under the provisions

of paragraphs (i), (ii) and (iii) of this clause (B).

(C) The Company shall post the vacancy including the labour grade or range of labour grades, to be filled on bulletin boards in the plant. No vacancy shall be posted during the annual inventory and vacation shutdown period. The posting shall list the seniority classification and department or area in which the vacancy exists and the qualifications for the work assignment. The Company has the right to

prescribe the qualifications necessary for each posted

vacancy.

Article 12.05.

(D) Any employee with seniority, excluding those employees in the seniority classification within the department in which the vacancy exists, who is qualified or believes himself to be qualified, may apply for the vacancy by submitting a completed "Application For Vacancy" to the

Department of Human Resources within the period specified.

Any employee who is working in the department and within the same seniority classification in which the vacancy exists may request from the supervisor of the department, assignment to the vacancy. If more than one (1) employee requests assignment to the vacancy, the supervisor will assign the employee with the greatest seniority, provided he is qualified to perform the work, and provided the employee's request has been made before the expiration of the posting date referred to in this

- (E) The senior job bid applicant will be selected on vacancies in Labour Grade 8, 9 and 10 except where physical qualification and/or specific skills are necessary to perform the required work.
- (F) When the vacancy has been posted for two (2) working days (forty-eight (48) hours), the Company shall remove the posting from the bulletin board and accept no more applications for the vacancy. From the applications filed the Company shall determine those who are qualified, and

from this group, if there is more than one (1), shall fill the vacancy under the following procedure:

- (i) The senior qualified employee from any department in the plant on the basis of the applicant's plantwide seniority.
 - (ii) If it is determined by the Company that there are no qualified applicants, then the Company may fill the vacancy by transfer or hire.
- (G) No employee selected to fill a vacancy by this procedure shall be required to be placed in the vacancy until the Company has secured a replacement for the vacancy caused by the applicant's transfer and the Company may fill the listed vacancy temporarily by any method until the replacement has been secured.
- (H) Any employee who fills a vacancy by this bidding procedure and who fails to perform the job satisfactorily shall be returned to the seniority classification he was in at the time he was transferred as a result of the operation of this bidding procedure, provided his seniority will permit such return.
- (I) Any vacancies created or caused by this procedure may be filled by the Company by recall or restoration before transfer or hire.

12.06 Transfer from Bargaining Unit

and the second

Any employee who has heretofore been, or may be promoted or transferred any time in the future to any salary position and/or to any job not included and/or covered by this Agreement, and who later returns to the bargaining unit of employees covered by this Agreement shall have his seniority classification and plant-wide seniority accumulated and reestablished.

- 12.07 A seniority employee shall lose his seniority standing and employment and his name shall be removed from the seniority list for any of the following reasons:
- (a) if the employee quits his employment with the Company;

- (b) if the employee is discharged for just cause and such employee is not reinstated;
- (c) if an employee who is recalled to work while on lay-off fails to notify the Company within three (3) working days that he accepts the recall, or fails to return to work or furnish a satisfactory reason for not doing so within five
- (5) working days after telephoned or notice of recall has been sent by registered mail, delivery or courier, to the last address that the Human Resources Department has in its files for the employee. It is the responsibility of an employee to ensure that the Company's employment files contain his correct name, address, telephone number and social insurance number. If the employee fails to do so the Company will be relieved of any obligation to the employee not fulfilled because of incorrect address or telephone number;
- (d) if the employee overstays a permitted leave of absence or vacation without securing extension of such leave of absence or vacation from the Manager of Human Resources, unless the employee can establish that he has a verifiable bona fide reason and that he used his best efforts to
- (e) if the employee is absent from his duties for three (3) consecutive days, unless the employee can establish that he has a verifiable bona fide reason and that he used his best efforts to be at work;
 - (f) any absence from active employment except for a formal leave of absence, a plant incurred injury, Weekly Indemnity, Long-Term Disability Benefits, Total and Permanent Disability Retirement or military service for a period of time equal to the employee's seniority prior to such absence or for a period of five (5) consecutive years, whichever is the lesser. However, in no instance will an employee's seniority and employment be broken by an absence of less than two (2) years.

12.08 Notice of Lay-Off

return to work on time;

In cases of an anticipated and planned lay-off which is expected to last more than five (5) working days and when notice is not required by the Regulations of the Employment Standards Act of Ontario the Company will endeavour to give employees affected by such lay-off five (5) days' notice thereof. The Committee Chairperson shall be provided with a list of employees to be so laid off or to be recalled from lay-off. Within five (5) days of being provided with such list the Chairperson shall inform the Manager of Human Resources of any seniority problems in such list that he is aware of. In addition, the Company will post up a list of the employees to be laid off. The Company shall not be responsible for any improper lay-off or recall from lay-off if the person affected does not notify the Manager of Human Resources within ten (10) working days of such list being posted. The notice of lay-off provided for herein need not be given to an employee who is ready to return to work after being on Workers' Compensation, Sickness or Accident leave, or any other leave of absence.

(a) (i) against apprentices or trainees;

not apply in the following circumstances:

12.09

(ii) during the annual inventory and/or vacation shutdown period;

The seniority provisions provided for herein shall

- (iii) in the case of any reductions or lay-off of five
 (5) working days or less;
- (iv) in the case of restorations or recalls for a period of ten (10) working days or less.
- (b) When a major portion of a daily task is permanently transferred to another department within the factory, the senior employee(s) who normally performs such task(s) shall be given first opportunity to transfer with the work to the new department. When a specific machine is permanently transferred to another department then the senior employee on that machine shall be given the first opportunity to transfer with the machine.

- 12.10 (a) The terms "qualified" and "qualifications" as used in this Agreement shall mean that the employee possesses the necessary experience, skill and ability to satisfactorily perform with normal supervision the work for which he is being considered.
- (b) The term "vacant work assignment" as used in this Agreement means a work assignment which is not required to be filled by job bidding, restoration, recall, or a work assignment which is created by the lay-off or reduction of an employee with less than one (1) year of seniority at the time of his lay-off or reduction.

12.11 Accommodation for Incapacitated Employees

An employee who has become permanently incapacitated for his regular work will be transferred by the Company to any other work he can perform in accordance with the following procedure:

- (a) The incapacitated employee will be placed in available work if such work exists, provided he is qualified to perform such work,
- (b) If there is no available work, and if there are no jobs held by probationary employees which the incapacitated employee is qualified to perform, then the plantwide seniority list will be checked with the employee with the least seniority upward until a job is found which the incapacitated employee is qualified to perform. It is understood that no employee will be displaced who has greater seniority than that of the incapacitated employee. The employee displaced will be assigned in accordance with the provisions of Article 12.02 of this Article XII. The Company will review the circumstances with the Union Chairperson before exercising this provision.
 - (c) The rate of pay for any incapacitated employee transferred under this provision will be the rate of the job to which he is transferred as set out in Exhibit A.
 - (d) If and when the incapacitated employee is, once again, on the basis of medical evidence, qualified to perform his

former job, he shall be returned to his former classification provided his seniority will so permit.

(e) The company will review the circumstances with the Union Chairperson before exercising this provision.

ARTICLE XIII - INCOME SECURITY BENEFITS

- 13.01 Eligibility and Duration of Income Security Benefits
- (a) Eligibility for Income Security Benefits will arise:
 - (i) when an employee with one (1) year or more of seniority is subject to reduction from his seniority classification but is reassigned by the Company to a vacant lower rated work assignment.
 - (ii) when a laid-off employee with one (1) year or more of seniority at the time of his lay-off is recalled by the Company to a lower rated work assignment in another seniority classification before the exhaustion of his period of eligibility for Income Security Benefits.

(b) Duration of Benefits

The period of eligibility for Income Security Benefits for an employee with one (1) or more years of seniority will be the one hundred and four (104) weeks immediately following his lay-off or reduction from his seniority classification as provided in the Seniority Article.

13.02 Limitations

An employee will not become eligible for Income Security Benefits until he has acquired one (1) year of seniority.

13.03 Computation

(A) The computation rate for an hourly paid employee shall be established as the employee's average hourly rate of pay (excluding any premium or bonus of any kind) for all hours worked on hourly paid work assignments during the last four (4) pay periods he worked prior to his lay-off or reduction from his seniority classification. The Income Security Benefit shall be established as the difference,

- if any, between the use of his computation rate and the use of the hourly rate(s) received for each hour paid on the lower rated hourly paid work assignment(s) to which he
- the lower rated hourly paid work assignment(s) to which he is assigned or to which he is recalled during his' eligibility period.

(B) The computation rate for an incentive paid employee shall

- be established as the employee's average occupational rate (excluding any premium or bonus of any kind) for all hours paid for as hours worked on incentive paid work assignments during the last four (4) pay periods he worked prior to his lay-off or reduction from his seniority classification. The Income Security Benefit shall be established as the difference, if any, between the use of
- established as the difference, if any, between the use of his computation rate and the use of the occupational rate(s) and/or guaranteed rate(s) for the work performed on the lower rated incentive work assignment(s) to which he is assigned or to which he is recalled during his eligibility period.

 (C) For such an hourly paid employee who is recalled or
- assigned to a vacant lower rated / incentive work assignment(s), the Income Security Benefit will be the difference, if any, between the use of his computation rate and the use of the occupational and/or guaranteed rate(s) for the work performed on the lower rated incentive work assignment(s).
 - (D) For such an incentive employee who is recalled or assigned to a vacant lower rated hourly paid work assignment(s), the Income Security Benefit shall be the difference, if any, between the rate range maximum for the hourly labour grade which corresponds to the labour grade of the occupational rate nearest his computation rate(s). For example, (disregarding increases to the rates listed in Exhibit "A") if the employee's computation rate is \$14.19 the nearest occupational rate on the incentive rate chart is \$14.250, which is labour grade 6. The maximum of labour

grade 6 on the hourly rate chart is \$15.805, therefore,

the Income Security Benefit would be the difference between \$15.805 and \$14.19.

- (E) Paragraphs (C) and (D) of this Article 13.03 shall be interpreted as if they read:
 - (i) for an hourly paid employee who otherwise qualifies, who is assigned or recalled to a vacant incentive work assignment(s), the Income Security Benefit will be the difference, if any, between the use of his hourly computation rate as determined by the provisions of Article

13.03(A), and the use of the occupational and/or quaranteed rate(s) for the work performed on the

- incentive work assignment(s).

 (ii) for an incentive employee who otherwise qualifies, who is recalled or assigned to a vacant hourly paid work assignment(s), his incentive computation rate as determined by the
 - provisions of Article 13.03(B) will be converted to an hourly computation rate. Such hourly computation rate shall be the rate range maximum for the hourly labour grade which corresponds to the labour grade of the occupational rate nearest his incentive computation rate. The Income Security Benefit will be the difference, if any, between using such hourly computation rate and the use of the hourly rate(s) received for each hour paid on the hourly work assignment(s) to which he is assigned or recalled.

 (a) For example, disregarding increases to the
 - rates listed in Exhibit "A", if the employee's incentive computation rate is \$14.19, the nearest occupational rate on Exhibit "A", Incentive, is \$14.250 which is labour grade 6 and the maximum of labour grade 6 on Exhibit "A", Hourly, is \$15.805;

therefore, \$15.805 would be the employee's hourly computation rate. In this example, if the employee is assigned to an hourly paid work assignment in labour grade 9 and if the employee qualifies for the maximum of the labour grade (he had been previously employed in the classification at the maximum of the labour grade) the Income Security Benefit for hours worked on such assignment would be the difference between \$15.805, his hourly computation rate, and \$14.200, the rate appropriate for the work performed.

- (b) In the situation of an incentive employee being assigned or recalled to a vacant hourly paid assignment or an hourly employee being assigned or recalled to a vacant incentive work assignment, such assignment will be considered as a lower rated work assignment if there is a difference between using the employee's computation rate, as set out above, and using the rate(s) appropriate for the work being performed, i.e., if the rate(s) appropriate for the work being performed is lower than the computation rate(s), as determined by the above provisions, the work assignment being performed will be considered a lower rated work assignment.
- (iii) An incentive employee who otherwise qualifies who is being reduced from his seniority classification or is being recalled and is being assigned to a work assignment in a different incentive seniority classification and where his seniority classification involved work in one labour grade, but the seniority classification to which he

is being assigned covers work in more than one labour grade, the employee will be considered as working on a lower rated work assignment if any one or more of the occupational rates involved in the classification to which he is being assigned is lower than his computation rate when he is performing an operation to which such lower occupational rate is appropriate.

- (iv) an incentive employee who otherwise qualifies for Income Security Benefits, who is being reduced from his seniority classification or is being recalled and assigned to a work assignment in different seniority classification and where his seniority classification covered work in more than one labour grade, the computation rate, as provided by Article 13.04(B), will be used to determine whether or not the work assignment to which he is being assigned is a lower rated work assignment, i.e., if the occupational rate(s) of the operation(s) of such work assignment is lower than his computation rate such work assignment will be considered a lower rated work assignment, as well as to compute his Income Security Benefit, if any.
- (F) The Income Security Benefit shall be paid on a pay period basis.
- (G) Income Security Benefit payments will be considered as a part of wages for the purpose of determining wage related benefits.

ARTICLE XIV - HOURS OF WORK AND OVERTIME

14.01 The provisions of this Article XIV are not to be interpreted as a guarantee of, or limitation upon, the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules but shall serve to assist the parties in the computation of regular pay and overtime pay.

Any major change in established shift hours shall be discussed with the Union Committee as far in advance of any such change as reasonably possible.

14.02 (A) Definitions

defined in Article XXI.

- (1) "Workweek": For the purposes of straight-time and overtime pay for hours over forty (40) in a week, the workweek shall be a seven (7) day period Sunday midnight to Sunday midnight, with two (2) consecutive off-duty
- days. Except for employees on seven (7) day continuous operations the off-duty days will be Saturday and Sunday. For employees on seven (7) day continuous operation the employee's work schedule will be such that he will have two (2) consecutive off-duty days though the two (2) off-duty days might fall in two (2) different workweeks.

 (2) "Workday", "holiday" and "off-duty day": The period of
- twenty-four (24) consecutive hours from the time the employee normally or would normally begin his shift or the time the employee is required to report for work, whichever is earlier. In no case will specific hours worked be considered in more than one (1) day for purposes of determining overtime pay. The holidays celebrated are
- (3) Saturday: Saturday shall be interpreted as the hours falling between midnight Friday and midnight Saturday except that third shift employees whose fifth day starts on Friday night shall be considered as working on Friday for the entire shift.
- (4) Sunday: Sunday shall be interpreted as the hours falling between midnight Saturday and midnight Sunday except that third shift employees whose sixth day starts on Saturday shall be considered as working on Saturday for the entire shift.
- (5) Overtime Pay: The payment required of the Company when an employee is worked under Article XIV.
- (6) Premium Pay: The Payment required of the Company when an employee is worked under Article XIV.

(A) Sunday work Premium Pay

An employee shall be paid time and one-quarter (1-1/4) for all hours worked on Sunday when Sunday is one of the employee's workdays for which straight-time would be paid were it not for this clause, such as Powerhouse employees.

(C) Holiday Work Premium Pay

An employee shall be paid double (2) time for all hours worked on a holiday(s) as defined. This payment shall be in addition to the holiday pay provided for in Article XXI.

(D) Off-Duty, Saturday and Sunday Overtime Pay

(1) An employee shall be paid time and one-half (1-1/2) for all hours worked during the first off-duty day and double (2) time for all hours worked during the second off-duty day.

(2) Time and one-half (1-1/2) shall be paid for hours worked on Saturday except for employees working on seven (7) day ___ continuous operations. Double (2) time shall be paid for ! hours worked on Sunday except for employees working on seven (7) day continuous operations.

(E) Daily and Weekly Overtime Pay

(1) An employee shall be paid time and one-half (1-1/2) for all hours worked in excess of eight (8) in one (1) day and hours worked in excess of forty (40) in the workweek.

(2) This clause (E) shall not apply to shift changes including changes in rotating shifts and/or continuous operations.

changes in rotating shifts and/or continuou

(F) Overtime Compounding

vertille compounding

No employee shall receive overtime pay twice for the same hours. No employee shall receive overtime pay and holiday premium pay for the same hours. No employee shall receive overtime pay and Sunday premium pay for the same hours.

(G) Shift Hours

- (1) Regular shift hours shall be as follows:
 - (i) First Shift 7:00 a.m. until 3:30 p.m. with a thirty (30) minute unpaid lunch period.
 - (ii) Second shift 3:30 p.m. until 12 midnight with a thirty (30) minute unpaid lunch period.

- (iii) Third Shift 10:30 p.m. until 7:00 a.m. with a thirty (30) minute unpaid lunch period.
- (2) When employees are working continuous operations the regular shift hours shall be as follows:
- (i) First Shift 7:00 a.m. until 3:00 p.m.
 - (ii) Second Shift 3:00 p.m. until 11:00 p.m.
 - (iii) Third Shift 11:00 p.m. until 7:00 a.m.

for such hours worked on Sunday.

- (3) Third Shift Starting Times:
 - (i) It is understood that the third shift will start at 10:30 p.m. and/or 11:00 p.m. Sunday night, and it is agreed there will be no overtime pay
 - (ii) A holiday for third shift employees will begin at the start of the shift the day prior to the calendar holiday. The third shift may begin work following a holiday as early as 10:30 p.m. the calendar day of the holiday, and it is agreed there will be no holiday premium pay.
 - (iii) For third shift employees on non-continuous operations who start their week on Sunday night, that and each succeeding shift will be considered to have begun on the calendar day following.
- (4) When the Company designates a variation in shift hours from the above, the Company will give notice to the employees affected thereby at least twenty-four (24) hours prior to the change but in no case shall such a notice be required if an employee is directed to report to work prior to his shift or to continue beyond the end of his shift.
- 14.03 (a) An employee scheduled to work eight (8) hours within eight and one-half (8-1/2) consecutive hours shall be allowed a thirty (30) minute unpaid lunch period.
- (b) An employee scheduled to work eight (8) hours within eight (8) consecutive hours on a continuous shift operation shall be allowed a twenty (20) minute lunch period and will be paid at the employee's regular hourly rate for an

hourly paid worker or the occupational rate if an incentive worker.

Determination of Number of Employees on Continuous Shifts:

- (1) When three (3) shifts are worked, the least number of employees within the same classification and department on any one (1) shift will be used to determine the minimum number of employees within the same classification and department who will be scheduled to work on a continuous shift basis on the other two (2) shifts.
- (2) The number of employees determined to be on a continuous shift under the provisions of this Article will be based on the number of employees on continuous shift on Monday of each week. Any change in the number of employees on continuous shift because of either an increase or decrease in the number of such employees shall only be made on Monday of each week, except that if an entire shift within the same classification and department is added or eliminated, then such change would be effective on the date the change is made.
- (3) First and third shift employees who are on a continuous shift will remain on a continuous shift when working their sixth (6th) working day. Employees who work second shift Saturday will remain on a continuous shift provided both the preceding third shift and first shift Saturday worked.
 14.04
 Employees scheduled to work the second shift will

Employees scheduled to work the third shift will keceive a shift premium of 72.2¢ per hour for each hour worked Oon such shift.

on such shift ..

receive a shift premium of 48.6¢ per hour for each hour worked

The foregoing shift premiums will be paid only to employees who are actually regularly scheduled to work such shifts and the 48.6 % premium shall not be paid to employees on the first shift whose work continues into the second shift nor will the 72.2 % premium be paid to employees on the second shift

whose work continues into the third shift, unless such employee works two (2) full consecutive shifts.

14.05 Rest Period

The Company will allow a ten (10) minute rest period during each half (1/2) shift. Hourly-paid employees will continue to receive their regular hourly rate during such rest period.

14.06 Personal Clean-Up Time

All employees may discontinue productive work ten (10) minutes before the end of the shift to perform necessary clean-up, etc. and may leave their work area five (5) minutes before the end of the shift for personal wash-up, etc.

14.07 <u>Allocation of Overtime</u> When overtime is required to be performed by

employees of the same classification in a department, area or focussed factory, the Company will endeavour as far as practicable to equitably allocate the overtime among qualified employees who presently and normally perform the major or dominant portion of the work required. A list shall be posted weekly showing the hours of overtime worked or offered but not worked by each employee. New employees and employees entering a new classification, department or focussed factory will be credited with the average overtime hours of the new group. New lists shall be started at the commencement of each calendar year. Employees who are absent from work for any reason shall be considered not available for the allocation of such overtime and shall not be entitled to be called in. when, upon the request of the employee, the Company excuses an employee from overtime work allocated to him, the employee will be considered to have worked for the purposes of this Article XIV. In the event the Company overlooks an entitled employee in making an overtime assignment such employee shall not be entitled to money payment for such missed overtime assignment but shall be entitled to preference in a future overtime assignment or assignments in order to enable him to make up the lost overtime opportunity.

14.08 (a) Daily Overtime:

- (i) Except as provided in (ii) below, whenever possible an employee will be given twenty-four (24) hours prior notice of an overtime assignment.
- (ii) In a situation created by the absence of an employee on the succeeding shift, an employee may be asked to work one (1) hour of daily overtime without prior notification.
- (b) Saturday and First Off-Duty Overtime: When Saturday and first off-duty day overtime is considered necessary, the employees required to work will be given notice on the calendar Wednesday preceding the Saturday and first off-duty day overtime. No employee will be required to work overtime for more than three (3) consecutive Saturdays or first off-duty days. For no more than five (5) occasions during a calendar year, an employee required to work overtime under this paragraph will be excused from a Saturday or first off-duty day overtime assignment provided he notifies the Company two (2) working days prior to the overtime day. Should the number of employees requiring time off under this provision on a given Saturday or off-duty day seriously interfere with production or maintenance requirements, the number of employees excused from overtime may be limited.
- (c) <u>Saturday Preceding or Following a Holiday:</u> The Company will not require an employee to work on a Saturday which immediately follows a Friday holiday or precedes a Monday holiday with the exception of employees who work in the Power House, Maintenance, Receiving or Repair Parts Shipping work areas.
- (d) Sundays, Holidays and Second Off-Duty Days: The Company will not require employees to work Sundays, holidays or second off-duty days as defined in Articles XIV and XXI, unless they are part of the employee's regularly scheduled workweek.
- (e) Exceptions: The provisions of Articles 14.08(a), (b), (c) and (d) hereof will not apply when overtime work is required to protect, maintain or repair the physical plant and/or equipment.

The foregoing does not change the Company's current practice of considering, wherever possible, personal plans that an individual employee may have that conflict with his ability to work overtime.

14.09 Report-In Pay

Report-In Pay
Any employee who has worked on the previous work day and who reports for work at his regular time on his regular shift unless he has been told in advance not to report, or unless notice to not report is broadcast over the designated radio station or Stations, and whose regular work is not available, or whose regular work becomes unavailable prior to his completion of four (4) hours of work from the start of his regular shift, shall be offered other work on the following basis:

- (1) If the employee is an incentive worker, he shall receive not less than four (4) hours' work which shall be paid for at the rate of the job assigned, but not less than the occupational rate of the work normally performed by the employee.
- (2) If the employee is a straight hourly paid worker, he shall receive not less than four (4) hours' work, which shall be paid for at the rate of the job assigned, but not less than his regular hourly rate.
- (3) If the employee's job is not in operation because of an occurrence beyond the Company's control, such as fire, flood, or other weather conditions, explosion or power failure, the above provisions shall not apply.

14.10 Call-In Pay

Any employee who, having left the plant after his regular shift, is recalled to perform additional work shall be given the minimum of four (4) hours' work on the following basis:

(1) If the employee is an incentive worker, he shall receive not less than four (4) hours' work which shall be paid for at the rate of the job assigned, but not less than the

occupational rate of the work normally performed by the employee.

- (2) If the employee is a straight hourly paid worker, he shall receive not less than four (4) hours' work which shall be paid for at the rate of the job assigned, but not less than his regular hourly rate.
- (3) An employee so recalled will be paid the appropriate shift premium, if any, determined by his starting time for the call-in period for the time he works.

Such part of the four (4) hours worked shall be paid at the appropriate overtime rate, if overtime, and the unworked time shall be paid at straight time.

14.11 The straight-time provided under Articles 14.09 and 14.10 for unworked time, if any, shall not cancel out any payment for unworked time that may be due under Article XXI referring to holiday premium pay.

ARTICLE XV - WAGES

15.01 The schedule of basic rates listed in Taxhibit "A", Rate Schedule, and in Exhibit "B-1", Automatic Progression and Merit Rating Table, shall be effective during the term of this Agreement and subject to the provisions of this Article.

- 15.02 (a) All of the cents per hour cost-of-living adjustments as determined by the application of Article 15.03 shall be applied to the appropriate basic wage rates and the resulting total wage rates shall then be adjusted to the nearest one-half (1/2) cent.
- (b) Effective on the effective date of this Agreement the rates for incentive and hourly paid employees shall be as follows:
 - (1) In the case of incentive employees: The basic occupational rate of all incentive paid occupations shall be the basic occupational rates as shown in Exhibit "A" attached hereto.
 - (2) In the case of hourly paid employees:

- (a) The basic hourly rates of all hourly paid occupations shall be the basic hourly rates as shown on Exhibit "B-1" attached hereto.
- (b) The basic hourly rates of individual hourly paid employees shall be as determined by paragraph (15.02)(c) below. (C) The basic hourly rate of each hourly paid employee, as herein referred to, will be determined by placing it in the rate range as indicated in Exhibit "A" and in the same step in Exhibit "B-1" that it occupied in the corresponding rate range in the preceding Exhibit "B-1".
- 15.03 (a) A cost of living allowance as set forth in this section shall be effective on the effective date of this Agreement.

under Section 15.02 above.

- (1) The cost-of-living allowance effective as of the effective date of this Agreement shall be one hundred and ninety-five one-thousandths percent (0.195%) and shall be applied as follows:
 - be applied as follows:

 [a) In the case of incentive employees:

 The cost-of-living allowance percentage shall be applied to the basic occupational rates for incentive paid occupations shown in Exhibit "A" attached hereto and the resulting cents per hour shall be applied to the appropriate total rates as provided
 - (b) In the case of hourly paid employees:(i) The cost-of-living allowance percentage shall be applied to the

basic hourly rates for hourly paid



occupations shown in Exhibit "B-1" attached hereto and the resulting cents per hour shall be applied to the appropriate total rates as provided under Section 15.02 above.

- (ii) The cost-of-living allowance percentage shall be applied to the basic hourly rates of individual employees and the resulting cents per hour shall be applied to the appropriate total rates as provided under section 15.02 above.
- (2) The cost-of-living allowance provided for in Section 15.03(a)(1) above shall be adjusted up or down during the term of this Agreement in accordance with succeeding provisions of this Section on the basis of changes in the official Canada Consumer Price Index (1981=100) published by the Statistics Canada for Canada and hereafter referred to as the Consumer Price Index.
- (a) The cost-of-living allowance effective on the effective date of this Agreement is based on the average of the published Consumer Price Index for May, June and July 1989.
 - (b) Thereafter, during the term of this

 Agreement, adjustments in the

 cost-of-living allowance shall be as

 follows:

Effective Date Based upon the average of Adjustment of the Consumer Price Index for:

First pay period beginning on or after

1 December 1989 \ August, September and and at three- October 1989 \ and at - three- october 1989 \ and at - three- calendar- month intervals intervals thereafter thereafter as to February, March and 1 June 1992. April 1992.

(c) The amount of cost-of-living allowance which will be effective for any three-calendar-month period as provided in Paragraph 15.03(a)(2) above, shall be made in accordance with the following table.

CONSUMER PRICE INDEX (1981=100) AVERAGE OF THE PUBLISHED INDEX FOR THE STATED THREE-COST-OF-LIVING CALENDER MONTHS ALLOWANCE 150.89 0.000% OR LESS 150.90 150.99 0.039 0.078 151.00 151.09 151.10 151.19 0.117 0.156 151.20 151.29 151.30 0.195 151.39 151.40 151.49 0.234 151.50 151.59 0.273151.60 151.69 0.312 151.70 151.79 0.351 151.80 151.89 0.390 151.90 151.99 0.429 152.00 152.09 0.468 152.10 152.19 0.507 152.20 152.29 0.546 152.30 152.39 0.585 152.40 152.49 0.624 152.50 152.59 0.663 0.702 152.60 152.69 152.70 152.79 0.741 152.89 0.780 152.80 0.819 152.90 152.99

(d) The cost-of-living allowance percentage provided for above shall be applied in accordance with Section 15.03(a)(1)(a&b).

ETC.

ETC.

(e) In the event Statistics Canada does not issue the Consumer Price Index on or before the beginning

of the pay period referred to in Paragraph 15.03(a)(2). any adjustments required shall be made at the beginning of

the first pay period after issuance of the Index.

- (f) No adjustments retroactive or otherwise, shall be made due to any revision which may later be made in the published figures of the Consumer Price Index.
- (σ) The continuance of the cost-of-living allowance adjustments is dependent upon the availability of the official monthly Consumer Price Index (1981=100) in its present form and calculated on the same basis as the Index for September 1989.
- 15.04 A Welland Works Productivity Bonus shall be paid to an individual employee for each actual hour worked, but not for hours paid. The Bonus will be effective on the effective date of this Agreement and shall be paid according to the following schedule:

Effective Date: Bonus Pate:

Effective date of this Agreement

01 October 1990

\$0.22 \$0.34

07 October 1991 \$0.44 (increased \$0.10)

(increased \$0.12)

- 15.05 (a) The listing of job classifications applicable labour grades of hourly paid and incentive occupations applicable on the effective date of this Agreement are contained in Exhibit "C" which is attached hereto and made a part hereof.
 - (b) New Job Classifications

When the Company establishes a new job classification coming within the scope of this Agreement the Company will notify the Chairperson of the rate established for such new job. Upon request the Company will meet with three (3) members of the Committee and discuss the basis upon which such rate has been established. If there is no agreement with respect to such rate, a Union policy grievance may be filed in accordance with Article 9.11 hereof. The mutually agreed upon arbitrator shall have an industrial engineering background and shall have authority to determine what the rate shall be but in doing so shall be governed by the relative value of the other classifications covered by this Agreement.

- 15.06 Establishment of Hourly Rates
 - (A) The hourly rates of individual employees hired after the effective date of this Agreement shall be:
 - (i) determined by the hourly rate chart attached hereto as Exhibit "B-1"; and
 - (ii) adjusted by the provisions of Articles 15.02 and 15.03 and any other adjustments in effect on the date of hiring or transfer.
- (B) The hourly rate of an hourly paid employee who is transferred after the effective date of this Agreement shall be as follows:
 - (i) If transferred to a job classification in the same or higher labour grade:
 - (a) if qualified, the employee's current rate or the minimum hourly rate of the new job
 - (b) if not qualified, the minimum hourly rate of the new job classification.
 - (ii) If transferred to a job classification in a
 - lower labour grade:

classification, whichever is higher.

- (a) the employee's current rate or the maximum hourly rate of the new job classification, whichever is lower.
- If transferred to an hourly rated classification [iii) in which he has been previously classified, his position in the rate range for the new job classification shall be the same as when he was last so classified. This shall not be applied if it would result in a lower rate than that determined in (B)(i) or (B)(ii) of this Article 15.06.
- (C) If an hourly paid employee is temporarily assigned to another hourly rated job classification in which he has been previously classified, he shall continue to receive

his regular rate or the same rate position as when he was last so classified, whichever is higher. If not previously so classified, he shall continue to receive his regular rate or the minimum rate of the new job classification, whichever is higher.

- (i) If an hourly paid employee is temporarily assigned to an incentive work assignment, he shall continue to receive his regular rate or the occupational rate or incentive earnings of the temporary incentive WOTK assignment, whichever is higher.
- (D) Incentive or hourly paid employees may have multiple classifications (i.e., their regular assignment will include Work covered by more than one incentive job classification (in the case of incentive employees) or will include work covered by more than one hourly paid job classification (in the case of hourly employees)). For example, in the case of an hourly paid employee, if the employee's regular assignment includes running an industrial truck and operating an overhead crane, he will be paid the appropriate hourly rate in each labour grade for the time so spent performing the work within each job classification, and will be fully accredited by progression and merit rating in both job classifications as if he were spending full time in each. In the case of an incentive employee, he will be paid the appropriate occupational rate for the work performed and for the time 80 spent within each job classification unless the assignment is a battery assignment as defined in the Standard Hour Plan, in which case he shall be paid in accordance with Article 15.09 hereof. If such an incentive or hourly paid employee is given a temporary assignment, the rate being received at the time of the temporary assignment will control.
- (E) The hourly rate of an incentive employee who is transferred to an hourly rated job classification after the effective date of this Agreement shall be as follows:

- (i) If transferred to a job classification in the same or higher labour grade:
 - (a) if qualified, the occupational rate of the incentive operation last performed or the minimum hourly rate of the new job

rate range of the new job classification.

- classification, whichever is higher.

 (b) if not qualified, the minimum hourly of the
- (ii) If transferred to a job classification in a lower labour grade, the occupational rate of the incentive operation last performed or the maximum hourly rate of the new job
- (iii) If transferred to an hourly rated job classification in which he has been previously classified, his position in the rate range for the new job classification shall be the same as when he was last so classified. This shall not be applied if it would result in a lower rate than that determined in (E)(i) or (E)(ii) of

this Article 15.06.

classification, whichever is lower.

- (F) If an incentive employee is temporarily assigned to an hourly rated job classification in which he has been previously classified, he shall be paid not less than the occupational rate of the job last performed or at the same rate position as when he was last so classified, whichever is higher. If not previously so classified, he shall receive the occupational rate of the job last performed or the minimum hourly rate of the new job classification, whichever is higher.
- (G) Definition Temporary Assignment (not a transfer or formal reclassification): When, upon its completion, the employee is expected to return to his regular work' assignment. Except for a Special Duration Job Bid (12.05(B)) a temporary assignment will not exceed sixty (60) days.

(H) when an employee is temporarily incapacitated from performing his regular work assignment and is assigned by the Company to another work assignment, such other work assignment will be considered a temporary assignment under (G) above, but will not extend beyond the duration of the period the employee would have been eligible to receive Weekly Indemnity or Supplemental Workers' Compensation Benefits had the incapacity been temporary total. The employee will be paid as provided for in paragraphs (C) or (F) above, or as provided for in Article 15.11(B). If the employee is still SO assigned at the end of the period of time for which he would have been eligible for Weekly Indemnity or Supplemental Workers' Compensation Benefits had the incapacity been temporary total, the employee will be transferred and reclassified to the work assignment and paid accordingly.

15.07 Adjustment of Hourly Paid Rates

The rate of an hourly paid employee may be adjusted within the rate range because of:

- (i) application of automatic progression as set out in Exhibit "B-1".
- (ii) as a result of merit rating as set out in Exhibit "B" and in accordance with the table set out in Exhibit "B-1". The rate shall not be lowered by application of this paragraph.
- (iii) through the application of the provisions of Article 15.02 and Article 15.03.

15.08 Standard Hour Incentive Plan

The Company's Standard Hour Incentive Plan set out in Exhibit "D" and made a part hereof will provide a premium for production hours above standard.

15.09 Occupational Bates

The job classifications for the incentive occupations and their occupational rates shall constitute the basis for the computation of earnings under the Company's Standard Hour Incentive Plan. However, when two or more operations are

performed simultaneously in a battery as defined in the Standard Hour Plan either on like parts or on different parts, the highest incentive rate applicable to any of the operations being performed simultaneously in the battery will apply for the computation of earnings to all of the operations being performed in that particular combination.

15.10 Guaranteed Rates

- (a) The occupational rate or rates appropriate to the work performed shall be the minimum rates for incentive work except as otherwise provided in this Article XV. The minimum guaranteed earnings for the day for the incentive employee will be equal to hours worked times the occupational rate or rates appropriate to the work performed during the day. However, the incentive employee may, on notification to his supervisor, record his starting time on an assigned operation covered by an incentive standard as well as the time when the assignment is completed, and for such hours he shall receive not less than the occupational rate of the operation performed. The manner of recording shall be as specified by the Company.
- (b) If an incentive employee experiences mechanical or material difficulty on an assigned operation on which there is an established incentive standard, he shall call the attention of the supervisor to the condition. If the supervisor recognizes the difficulty and directs the employee to continue on the assigned operation, the employee will be paid not less than the occupational rate starting at the time the supervisor is notified and until the condition is corrected, unless an incentive Standard is established for this temporary condition.
- (c) Downtime is the period of time an incentive employee is prevented from continuing on work covered by his incentive work assignment because of lack of material and/or equipment, power failure, or machine breakdown and he is required to wait until work on his assignment is again



available, and the condition is not otherwise covered by this Article XIII or the Standard Hour Incentive Plan.

The occupational rate of the job being performed when the downtime occurs shall also be the rate for downtime. The downtime rate will also be the minimum guaranteed rate if the employee is assigned to other work during the downtime period.

15.11 Incentive Work Assignments

- (a) An employee's incentive work assignment is the classification or classifications of work to which he is assigned as his regular work and may, if so designated by the Company, involve a specific machine(s), equipment, and/or work area(s).
- (b) An employee taken from his incentive work assignment and given a temporary incentive work assignment when the condition is not otherwise covered, shall receive not less than the occupational rate of the operation last performed as his quaranteed rate.

When an employee is taken from his incentive work assignment (when he is not on downtime as defined in Article 15.10(c) hereof) and given a temporary incentive work assignment in a different seniority classification and when the condition is not otherwise covered by this Agreement, the occupational rate of the operation last performed shall also constitute the basis for the computation of earnings under the Company's Standard Hour Incentive Plan.

15.12 Incentive Standards

(a) All new incentive standards or changes in existing incentive standards will be established and issued by the Industrial Engineering Department under the provisions of the Standard Hour Plan.

When an operation is running in a manner acceptable to the Company and a study is made from which an incentive standard is subsequently calculated, then the resulting incentive standard shall be issued without undue delay.

The incentive standard will, if the employee so desires, apply retroactively to the start of the work for which the incentive standard was issued.

- (b) New incentive standards will be established for existing operations for which incentive standards have not been previously established, for new added operations on old parts, and for all operations on new parts, except replacement parts.
 - (i) The replacement part is defined as a new part (that replaces an old part on the same model of product). However, for the purposes of this Article a replacement part will be considered an old part. Therefore, the incentive standards on operations on

the replacement part will be established as the incentive standards on the same operations on the replacement part subject to Article 15.12(d).

by the use of acceptable industrial engineering techniques such as time study, standard data, plant data, video analysis, laboratory analysis, predetermined data systems, part family analysis or any combination thereof [e.g., MTS - Modular Time Systems).

(C) Elemental time values of an operation will be established

- (d) No incentive standard will be reduced or increased except to:
 - (i) correct clerical errors in the incentive standard when found.
 - (ii) adjust the incentive standard for any change in design, equipment, material specifications or manufacturing methods, and where such change affects only part of the operation, incentive standard changes will apply only to the changed or affected element or elements.
 - (iii) include a pro rata time value which has been covered by a separate standard, or vice versa.
- (e) Information on all incentive standards shall be kept in an accessible place for employee reference.

15.13 Data

- (a) No standard data now in effect will be changed except to reflect a change in equipment, material specifications or manufacturing methods, or to correct a clerical error.
- (b) Any standard data used in establishing incentive standards will be made available for inspection by employees. The data may be applied by computer through the use of formulas to establish incentive standards the results of which may or may not vary from manual application.
- (c) No data (either standard data or plant data) now in effect will be changed during the life of this Agreement except to reflect any change in equipment, material specifications, manufacturing methods, correction of clerical errors or, in the case of plant data, to achieve a consistent relationship with the standard data for like elements in various operations as developed and catalogued for use by plants at Deere and Company.

15.14 Defective Work

When an incentive employee makes defective work, and unless the responsibility therefore is assumed by the supervisor, the employee shall receive the occupational rate for the time spent on the job. Any time spent reclaiming the work shall be paid at not less than the occupational rate of the job.

However, the Company may establish an incentive standard to cover the reclaim work.

15.15 Special Wage Provisions - "Group Incentive Work"

- (a) When an -inexperienced workman is placed in a group operation covered by incentive standards, the following wage provisions shall apply provided the members of the group put forth their bona fide effort commensurate with receiving the pay provided for in this Article 15.15;
 - (i) Compute the true pay performance of the total group. If the true pay performance equals or is greater than that which the experienced group has averaged over the last two (2) computed workweeks, then all members

- of the group will be paid on the true pay performance.
- (ii) If the true pay performance, arrived at in (i) above is less than the average pay performance of the experienced group over the last two (2) computed workweeks, then the experienced employees will be paid at their average straight-time hourly earnings. The inexperienced workman will always be paid on the true pay performance arrived at in (i) above, but in no case less than the occupational rate. The length of time this provision shall be in effect will be

predetermined by the supervisor but shall not exceed

- (b) The hourly rate range maximum will be paid for incentive work as set out below:
 - (i) An incentive employee who works on an incentive operation (a setup or job change will be considered as an incentive operation) for which there is no established incentive standard shall be paid the maximum of the hourly rate range instead of the occupational rate in the same labour grade. Downtime encountered during this period will also be paid at the maximum of the corresponding hourly rate range instead of the occupational rate for the operation being performed.
- (C) Estimated Incentive Standards

three (3) days.

An incentive employee who works on an incentive operation for which there is an estimated incentive standard shall use the appropriate occupational rate for computation of incentive earnings. However, he shall be guaranteed the maximum of the hourly rate range instead of the occupational rate in the same labour grade provided he puts forth his bona fide effort to earn such maximum rate.

- 15.16 Average Straight-Time Hourly Earnings
- (A) In the following special cases incentive employees will be paid at an hourly rate equal to their average

straight-time hourly earnings provided he puts forth his bona fide effort commensurate with his receiving such average straight-time hourly earnings.

- (1) When an employee experiences excess stock of hard stock which is outside the material specification, making it impossible to run an operation at machine speeds and/or feeds used in determining the incentive standard, and his supervisor having been notified, directs the employee to continue at work.
- (2) When an employee is directed to:
 - (a) rework returned material; or
 - (b) reclaim his own work when such defective work is because of
 - i) improper part prints of operations, or
 - ii) wrong instructions by the supervisor or other authorised instructor, or
 - iii) defective machines, machine tools, dies, or fixtures where specific alteration, modification or repair is required to produce satisfactory work.
- (3) When an employee is assigned to serve as an instructor.
- (4) When an operation is performed at the direction of the supervisor on a machine other than one of the machines in the machine group on which the standard was established and it is impossible to run the operation at machine speeds and/or feeds established An the standard.
- (5) If, due to failure of equipment, an operator is unable to continue his work and is directed by his supervisor to repair the equipment.
 - (6) When an employee is taken away from his regular incentive work assignment when such work is available, scheduled and can be performed, and is directed to rework another employee's defective work

- where circumstances prevent the rework operation from being performed by the original workman.
- (7) When an employee is taken away from his regular incentive work assignment when such work is available, scheduled and can be performed, and is directed to perform work for and at the request of the Product Engineering and Engineering Services Departments.
 - (8) When at the request of management an employee is temporarily taken from his regular incentive work, when such work is available, scheduled and can be performed, to perform work of a trial nature to try out jobs, dies and tools for a new (or revised) product, job or process. The length of time spent or number of pieces to be run on a trial basis to be predetermined by the supervisor.
- (9) When an employee is taken away from his regular incentive work assignment when such work is available, scheduled and can be performed to perform the work of an absent employee.
- (10) When an employee is taken away from his regular incentive work assignment when such work is available, scheduled and can be performed, and is assigned a temporary non-incentive job of an emergency nature as defined herein: An "emergency" as applying to work assignments for incentive workers may be created by the development of an unforeseen situation, such as power, water, or electric trouble, heavy snowfall or rainfall, fire or explosion, that requires immediate additional help at a given location by an employee or employees from a different
- (11) If an incentive employee is temporarily assigned (when he is not on downtime as defined in Article 15.10(c) of this Agreement), out of line of seniority, in the classification, on the shift,

work classification.

within the department where the temporary assignment is made, to an hourly rate seniority classification, he will be paid at an hourly rate equal to his average straight-time hourly earnings computed in the manner set out in Article 15.20 of this Agreement.

- (B) A temporary incentive standard covering the conditions enumerated in (1), (2), (4) and (6) above may be established.
- (C) "Scheduled" is assumed to mean that the work is or would be normally machined, made, or used, as the case may be, and is required for use in succeeding operations within the current week.
- (D) "Such work is available and can be performed" is assumed to mean that the material is at hand, in position and condition to be worked upon, and it is physically practical to perform the operations listed on the regular machines.
- (E) In all cases where a condition arises which calls for payment of average straight-time hourly earnings, the employee will notify the supervisor immediately. If the supervisor authorized the employee to perform such work, the time of starting and the time of stopping such work shall be recorded as directed by the Company and approved by the supervisor.

15.17 Daily Work Record

All work performed each day will be recorded by the employee in the manner prescribed by the Company and no work shall be recorded that was not performed on that day. There shall be no change made in such employee's record without his knowledge. The record shall, upon request, be available for employee reference.

15.18 Alternative Payment Plans

The parties hereto have recognized that the Company must be kept in a strong, competitive market position and be profitable by producing at the best possible efficiency and lowest costs consistent with fair labour standards and by

achieving continuing and ongoing improvement. The Union has agreed to support the Company in attaining such objectives recognizing that only through its profitability will the Company be able to provide the wages and benefits set out herein, a pleasant working environment and a safe workplace.

To this end, the Union recognizes that the Company has introduced a pilot Gainsharing plan, and that depending upon its success the Company may decide to discontinue it, continue it, or expand it so that both the Company and employees may enjoy the fruits of its successful operation the Company through lower costs and improved productivity, and the employees through higher earnings based on their contribution to such lower operating costs and higher productivity.

After Gainsharing has been installed in a department, area or focussed factory either party may cancel such Gainsharing program at the end of each year from its date of installation in such department, area or focussed factory by giving sixty (60) days' written notice to the other party. After such Gainsharing plan has been in operation in a department, area or focussed factory for three (3) years or more the sixty (60) days' notice required shall become one hundred and twenty (120) days' notice of cancellation.

15.19 Inventory Rate

When an employee is required to do inventory work, i.e., recording, counting, or work incidental to taking inventory, he will be paid as follows:

- (a) Hourly paid employees shall receive their regular hourly rate.
- (b) Incentive employees shall receive the occupational rate applicable to the job last performed prior to the assignment to inventory work.

(excluding the shift differential premium and overtime penalty

pay) during the last two (2) computed workweeks by the number of hours worked during that period. The annual inventory and/or vacation shutdown period will be disregarded in determining the last two (2) computed workweeks.

ARTICLE XVI - RETIREMENT BONUS

16.01 (A) Eligibility

Effective on the Monday following ratification of this Agreement, each employee while actively employed who possesses thirty (30) or more years of service credit as provided in Appendix "A", John Deere Pension Plan for Hourly and Incentive Paid Employees, Article II, is an "eligible employee" thereafter for a Retirement Bonus under the provisions of this Article but ceases to be "an eligible employee" in the event and at the time of quit, death or discharge except as expressly provided for in this Article.

(B) Bonus

- (1) A Retirement Bonus will be payable by the Company to eligible employees pursuant to the provisions of this Article. The Company will be entitled to reduce the amount of contributions it is required to make, under Article VI of the Supplemental Unemployment Benefit Plan by the amount of any Retirement Bonuses paid under the provisions of this Article.
- (2) The Retirement Bonus will be paid to an eligible employee upon his retirement. The amount of Retirement Bonus will be determined by the following schedule:

	_		_				
Earning	gs Bra	cket		Amount	of	Retirement	Bonus
Less than \$	9.20				\$3,	760.00	
\$ 9.20 but	less t	han	\$ 9.50		\$3,	856.00	
\$ 9.50 but	less t	han	\$ 9.80		\$3.	952.00	
\$ 9.80 but	less t	han	\$10.10		\$4.	048.00	
\$10.10 but	less t	han	\$10.40		\$4,	144.00	
\$10.40 but	less t	han	\$10.70		\$4,	240.00	
\$10.70 but	less t	han	\$11.00		\$4,	336.00	
\$11.00 but	less t	han	\$11.30		\$4.	432.00	
\$11.30 but	less t	han	\$11.60		\$4,	528.00	
\$11.60 but	less t	han	\$11.90		\$4.	624.00	
\$11.90 but					\$4.	720.00	
\$12,20 but	less t	han	\$12.50			816.00	

- \$12.50 but less than \$12.80 \$4,912.00 \$12.80 and over \$5.008.00
- (3) The Earnings Bracket in which each employee falls and upon which the Retirement Bonus is based shall be determined as follows.
 - (a) Hourly employees:

worked.

The individual employee's straight-time hourly earning rate on the employee's last day of work.

- (b) Incentive employees:
 - (i) For an employee on incentive, base hourly rate is the average earned hourly rate for the last four (4) pay periods in which the employee
 - (ii) In no case will the employee's base hourly rate, as defined above, exceed one hundred and fifty percent (150%) of the employee's occupational rate(s) as defined and calculated in Article 13.03 of the Agreement.
- (c) In determining the Earnings Bracket on and after the date of ratification no cost of living allowance provided after the date of ratification shall be included.
- (4) There shall be deducted from the Retirement Bonus any amount required by Revenue Canada (Taxation Division).
- (5) In the event an eligible employee dies before receiving a Retirement Bonus, the amount of Retirement Bonus which such employee would have received if he had retired on the date of death will be paid in a lump sum to the person or persons designated in, and in the same manner as provided in, the John Deere Group Life and Disability Insurance Plan for Hourly and Incentive Paid Employees.

ARTICLE XVII - LEAVE OF ABSENCE

17.01 "Leave of absence" shall mean an absence from work requested by an employee in writing and consented to by the Company in writing. All requests for personal leave of absence

shall be made to the Manager of Human Resources in writing by the employee concerned and a letter shall indicate in full the reason for requesting the leave of absence. Any leave granted shall be in writing covering a specified period of time but in any Case not to exceed one (1) month except in special circumstances. The granting or withholding of a leave of absence shall be in the sole discretion of the Company and shall be without pay or any other form of compensation. The employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing. Upon the employee's return to work at the expiry of the leave of absence the Company shall reinstate such employee with accumulated seniority.

17.02 Disability Leave

An employee who, because of illness or injury, whether work related or not, requires absence from work shall furnish evidence of such illness or injury which may upon reasonable grounds include examination by a Company-appointed physician, if requested by the Company. The employee shall furnish supplementary medical evidence of disability, from time to time, as requested by the Company.

17.03 Union Business Leave

The Company will grant leave of absence, without pay or loss of seniority, credited service or continuous employment to not more than six (6) delegated Union members to attend Union conventions or conferences provided the Company is given reasonable notice when the request is made. No person granted leave of absence pursuant to the provisions of this Article XVII shall be absent for more than one (1) week at any given time nor shall any person granted leave pursuant to this Article XVII be granted more than an aggregate of thirty (30) days leave per calendar year unless elected as a full-time President or Financial Secretary paid by the Local Or appointed as a National Representative. Necessary leave will be granted to one (1) employee per year to attend the Labour College of Canada.

17.04 The Company will grant a leave of absence without pay or other form of compensation to a seniority employee who is elected to public office. The term "public office" as used in this Agreement shall mean a municipal, provincial or federally elected public office.

17.05 The Company will grant a leave of absence without pay or any other form of compensation, for a period of not more than one (1) year, without loss of seniority, to an employee who has one (1) year or more of seniority so that the employee can attend a recognised college, university, trade or technical school full-time, provided that the course of instruction is acknowledged by the Company to be related to the employee's employment opportunity with the Company. Before receiving the leave, or an extension thereof, the employee shall submit to the Company satisfactory evidence that the college, university or school has accepted him as a student and on the expiration of each semester or other school term, shall submit proof of attendance during such term Such leave may be extended for additional periods not to exceed one (1) year each.

17.06 Maternity Leave

A maternity leave of absence will be granted and must be taken by any employee who becomes pregnant. Such leave of absence cannot exceed a twelve (12) month period. A Company physician will determine when the leave of absence should commence and also when the employee is physically able to return to active employment. This provision is not meant to conflict with any obligations which the Company may have under applicable laws.

17.07 At the end of a leave of absence the employee will be reinstated in his former classification or a classification to which he is entitled by his seniority standing and for which he is qualified.

ARTICLE XVIII - JURY AND WITNESS DUTY

18.01 An employee who is called for jury duty or who is subpoenaed and reports as a witness in court will be reimbursed

the difference between his or her normal rate of pay (i.e., the regular hourly rate of the employee as a straight hourly paid worker or, if the employee is an incentive worker, his average straight time hourly earnings on a straight time, eight (8) hours per day, forty (40) hours per week basis excluding shift premium and all other premium pay), for necessary time lost because of such jury duty or service as a witness, and the amount of compensation received from other sources for such service. No payment will be made for any day he or she would not have been scheduled to work.

- 18.02 In order for an employee to be eligible the employee must:
- (i) immediately notify his supervisor of the receipt of summons for jury duty or service as a witness, and
- (ii) furnish his or her supervisor with proper evidence of jury duty or service as a witness.
- 18.03 If a first shift or second shift employee is excused from jury duty or service as a witness during the morning, the employee may report for work to finish the day. If the employee fails to report for work to finish the day, he or she will be reimbursed only for the actual hours lost from work up to the time he or she was excused from jury duty or service as a witness. If an employee is excused after 12:00 Noon, he or she will not be required to work that day.
- 18.04 A third shift employee will be excused from work on either the shift preceding his or her service, or the shift immediately following the completion of his or her service at the option of the employee. The employee must notify his or her immediate supervisor of such election at least twenty-four (24) hours prior to being absent from work whenever possible.
- 18.05 Hours paid under this Article count as hours worked for purposes of determining when the employee has worked in excess of eight (8) hours in a day or forty (40) hours in a week.
- 18.06 If an employee is entitled to receive jury duty makeup pay and the employee serves during a period of time when the

employee is on vacation, the employee will receive both jury service make-up pay and vacation pay.

18.07 The term "witness" as used in this Article XVIII shall not include an interested party in a matter, and the term "court" as used in this Article XVIII shall include only a court of record and shall not include an administrative tribunal, arbitrator or arbitration board, or any proceeding including a court in which the Company is a party.

ARTICLE XIX - BEREAVEMENT LEAVE

19.01 When death occurs in his or her immediate family, ı.e.. grandmother, grandfather, granddaughter, grandson, father, mother, mother-in-law, father-in-law, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, stepchild, / 3 stepfather, stepmother, stepbrother, stepsister and also the employee's spouse's brother, sister and grandparents, or other relatives residing with the employee, an employee may request to be excused for any three (3) normal scheduled days of work (or for fewer days as the employee may be absent) during the three (3) calendar days (excluding Saturdays, Sundays and holidays) immediately following the date of death provided he or she attends the funeral.

19.02 After making written application the employee will receive pay for any scheduled days of work for which he or she is excused (excluding Saturdays, Sundays and holidays, or in the case of seven-day operations, the sixth and seventh days of the employee's scheduled workweek) provided he or she attends the funeral. Payment will be made at the employee's straight-time hourly rate on the last day worked (or in the case of incentive employees, the employee's average straight time hourly earnings) exclusive of shift and overtime premium. Time paid will not be counted as hours worked for purposes of overtime.

19.03 An employee may elect to count the day of death rather than the day following death as the first day.

- 19.04 In a delayed burial situation the employee may elect to take compensated days of bereavement so they can attend the burial service. In this instance the days need not be consecutive but the compensated days may not extend beyond the day after the burial service. In order to use this the employee must receive prior approval of his or her supervisor.
- 19.05 In the event the funeral is held outside Canada and if memorial services are held in Canada, an employee may elect to take compensated days of bereavement provided he or she attends the memorial services but the compensated days may not extend beyond the day after the memorial services.
- 19.06 In case of multiple deaths, no time is allowed beyond three (3) days following the date, or last date of death.
- 19.07 An employee will be eligible for bereavement pay in instances where the body is cremated if the employee attends a bona fide memorial service at a place of worship or a funeral home held in the same community area within one (1) week of the cremation.
- 19.08 If an employee is entitled to receive bereavement pay and the excused days fall when the employee is on vacation, he or she will receive both bereavement pay and vacation pay.

ARTICLE XX - EXCUSED PERSONAL ABSENCE

20.01 Beginning with the effective date of this Agreement and until the first Monday in October of each contract year, all employees with one (1) or more years of continuous employment will be eligible for six (6) days at eight (8) hours per day of excused personal absence to be taken in individual increments of not less than two (2) hours, if the absence is for a reasonable cause and if the employee gives prior notice to his or her supervisor, where possible, and if the employee has worked some part of the (1 October to 30 September) year. An employee who, as of 1 October of each year thereafter, has not used the entire six (6) days will receive pay for the unused portion in lieu of time off.

An employee or his or her estate will be paid for unused portion as follows:

- (1) at his or her request in eight (8) hour increments; or
- (2) on the regular pay day preceding 1 October; or
- (3) at the time of retirement; or
- (4) at the time of death.
- (5) at the time of quit.
- 20.02 The pay allowances for this time will be computed at the employee's regular hourly rate, if hourly paid, or at the employee's average straight time hourly earnings, if an incentive employee.
- 20.03 Employees may take this six (6) days or any remaining unused portion of it off as additional time off in connection with their vacations. If a holiday falls within the combined period, it will be treated as a holiday falling during a vacation.
- 20.04 If an employee who is eligible for- excused personal absence time with pay desires to do so he or she can take this time during a personal illness resulting from sickness or accident under the following circumstances:
- (1) If the circumstances permit (for example, a planned operation), the employee will notify his or her supervisor prior to leaving work that they are going to be absent and that they want to take excused personal absence time with pay beginning with the first day of such absence.
- (2) If it becomes likely that the employee's disability will prevent his or her return to work prior to 1 October, the employee will be paid in lieu of time off for any unused excused personal absence days.
- (3) Where an employee elects to take excused personal absence time with pay in connection with an illness, the employee is not disqualified from receiving Weekly Indemnity benefits for which he or she qualifies.
- (4) During a period of illness, if an employee is eligible to take vacation time and excused personal absence time with

pay, such time must be taken consecutively and not concurrently.

ARTICLE XXI - HOLIDAYS

21.01 The Company will observe the following holidays:

New Year's Day Good Friday Victoria Day (first Monday preceding May 25th) Canada Day Civic Day (first Monday in August) Labour Day

Thanksgiving Day Remembrance Day Christmas Eve Day

Christmas Day Boxing Day

New Year's Eve Day

Employees (not suspended or discharged for good and just cause) will be paid for these holidays (as set out above) if they:

- (i) were scheduled to work in the workweek in which the holiday is observed, if they do not fail to work when requested on the holiday (except for a satisfactory reason), and
- (ii) if they work both the work day preceding and following the holiday unless absent for one of the reasons listed below:
 - (1) formal leave of absence for more than three (3) days as provided in Article 17.01 and Article 17.05, Leaves of Absence.
 - (2) plant-incurred injury.
 - (3) jury duty.
 - (4) confining illness of the employee or treatment by a physician or dentist, substantiated by a written statement from the attending physician or dentist.
 - (5) lay-off.
 - (6) death or severe illness in the employee's immediate family. (Immediate family is defined as grandmother, grandfather, granddaughter, grandson, father, mother, father-in-law, mother-in-law, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law,

- stepchild, stepfather, stepmother, stepbrother, and stepsister; and also the employee's spouse's brother, sister, and grandparents.) If requested to do so, the employee will furnish substantiating evidence.
- (7) a temporary condition of no work available due to such causes as material shortages or trouble with machines or equipment but not including cases arising from occurrences beyond the control of the Company such as floods, fire or other natural causes.
- (8) member of the Honour Guard.
- (9) subpoenaed as witness.
- (10) required to appear for examination by a jury commission.
- (11) attend a funeral.
- (12) involved in an accident.
- (13) wedding in immediate family.
- (14) graduation from senior high school, college or university of a member of immediate family.
- (15) riot situation other than labour disputes.
- 21.03 An employee as set out in Article 21.02 above will be considered scheduled for the workweek during which a holiday occurs unless he fails to work any part of such workweek because he was:
 - on lay-off other than an unscheduled lay-off which does not exceed one (1) week;
 - (2) in the military service;
 - (3) absent because of an illness as set out in Article 21.02(4) above, including an accident or hospitalisation which began more than ten (10) working days prior to the holiday;
- (4) on a leave of absence which began prior to the end of the preceding workweek.
- 21.04 Notwithstanding Article 21.02 above, employees who fail to work all or part of the work day preceding and/or following the holiday for reasons other than set out above will receive holiday pay in an amount determined by totalling the

number of hours worked on each day and dividing the result by two (2) with a maximum of eight (8) holiday pay hours for each holiday.

- 21.05 An employee absent on either the work day preceding or following the holiday [not both) because no work Was available because of an occurrence beyond the control of the Company, such as floods, fire, or other natural causes, shall receive holiday pay.
- 21.06 All holidays falling on Sunday will be observed on Monday or Tuesday if Monday is also a holiday, and all holidays falling on Saturday will be observed on Friday or Thursday if Friday is also a holiday.
- 21.07 Hourly rated employees who qualify will receive eight (8) hours holiday pay at their regular hourly rate, plus the appropriate night shift **premiums**; and incentive employees who qualify will receive eight (8) hours holiday pay at their average straight-time hourly earnings plus the appropriate night shift premium.
- 21.08 If an employee qualifies for both holiday pay and Weekly Indemnity or Workers' Compensation Benefits for the same day, the payment for the holiday not worked will be reduced by the amount of such benefit.

Subject to the other qualifications of this Article

XXI, employees not required to work on the first Christmas shutdown day and/or the second Christmas shutdown day will be deemed to have worked those days under this Article for purposes of qualifying for holiday pay for the Christmas Eve, Christmas Day, Boxing Day, New Year's Eve and New Year's Day holidays, provided, however, this provision will not apply if the employee failed to work or was absent for reasons other than those set out in Article 21.02 above on both the last scheduled work day before the Christmas holidays and the first

scheduled work day following the New Year holidays.

21.09

22.01 The vacation plan for a vacation year (May 1 of the current year to April 30 of the next year) is based upon the employee's earnings in the fifty-two (52) week period preceding April 15 of the current year, and the length of the employee's continuous employment with the Company as of May 1 of the current year. Wherever in this Article XXII the date May 1 or April 15 appears it shall be deemed to mean the Monday nearest May L or April 15 as the case may be.

- (a) An employee having twenty (20) years or more of continuous employment as of 1 May of the current vacation year will receive a vacation of five (5) weeks, with vacation pay computed on the basis of ten percent (10%) of earnings as set out in Article 22.02 hereof.
- (b) An employee having fifteen (15) years or more but less than twenty (20) years of continuous employment as of 1 May of the current vacation year will receive a vacation of four (4) weeks, with vacation pay computed on the basis of eight percent (8%) of earnings as defined in Article 22.02 hereof.
- (C) An employee having ten (10) years or more but less than fifteen (15) years of continuous employment as of 1 May of the current vacation year will receive a vacation of three and one-half (3-1/2) weeks, with vacation pay computed on the basis of seven percent (7%) of earnings as defined in Article 22.02 hereof.
- (d) An employee having five (5) years or more but less than ten (10) years of continuous employment as of 1 May of the current vacation year will receive a vacation of three (3) weeks, with vacation pay computed on the basis of six percent (6%) of earnings as defined in Article 22.02 hereof.
- (e) An employee having one (1) year or more but less than five (5) years of continuous employment as of 1 May of the current vacation year will receive a vacation of two (2) weeks, with vacation pay computed on the basis of four

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- percent (4%) of earnings as defined in Article 22.02 hereof.
- (f) An employee having six (6) months or more but less than one (1) year of continuous employment as of 1 May of the current vacation year will receive a vacation of one (1) week, with vacation pay computed on the basis of four percent (4%) of earnings as defined in Article 22.02 hereof.

22.02 Computation

- (a) In computing vacation pay, the employee's earnings will be the sum of his straight-time earnings for hours worked during the vacation earnings computation period, i.e., the fifty-two (52) weeks preceding 15 April of the current vacation year plus:
 - any premium or overtime pay for hours worked during that period.
 - (2) any vacation pay based on hours worked during that period.
 - (3) any pay for unworked holidays during that period.
 - (4) any pay for bereavement and/or pay for excused personal absences during that period.
 - (5) any pay for Christmas shutdown during that period.
 - (6) any make-up pay received for jury service.
- (b) If during the vacation earnings computation period an employee has worked and received pay for at least 500 hours, the amount of the following benefits received, if any, during the vacation earnings computation period will be included in computing vacation pay.
 - (1) any Supplemental Unemployment Benefits and any Unemployment Insurance Benefits received during the period of eligibility for SUB.
 - (2) any workers' Compensation Benefit arising out of or in the course of employment with the Company.
 - (3) any Supplemental Workers' Compensation Benefits.
 - (4) any Weekly Indemnity Benefits.
 - (5) any payments received for Long-Term Disability.

22.03 Christmas Shutdown

not observed as holidays.

- (a) The Company will schedule a Christmas Shutdown, except for employees who are required to work, beginning on Christmas Eve Day (or the day observed as the Christmas Eve Day holiday) continuing through New Year's Day (or the day observed as the New Year's Day holiday). Employees on the active payroll on 1 December of the year of the shutdown or employees who return to work after 1 December and who are not scheduled to work during this period and who had six (6) months or more of continuous employment as of 1 May of the current vacation year, will be compensated for the two (2) regular work days during this period which are
- (b) Employees in the following work areas may be required to work during the Christmas Shutdown period, i.e., Powerhouse, Maintenance, Receiving and Repair Parts Shipping. In those instances where only part of the employees in the above work areas, i.e., Powerhouse, Maintenance Receiving and Repair Parts Shipping, are scheduled to work during this period, employees will be offered work on the following basis:
 - First, to the senior employees in the classification within the department, before,
 - (2) Employees within the classification and department are required to work on the basis of reverse seniority, i.e., the least senior first.
- (c) The compensation for the two (2) days will be on the basis of .83 of a percent of the employee's earnings as Set out in Article 22.02, minus required Canada Pension Plan and Income Tax deductions, and will be paid on the regular pay day immediately preceding the Christmas Shutdown. Employees required to work during the two (2) days described above who are eligible for the .83 of a Percent compensation will receive such compensation in addition to their earnings for hours worked during this period.

22.04 <u>Vacation Bonus</u>

(a) Employees having six (6) months or more of continuous employment as of 1 May of the current vacation year and who are eligible for vacation pay will receive a vacation bonus of one hundred dollars (\$100.00) minus required Income Tax deductions and Canada Pension Plan deductions. The vacation bonus will be paid at the time the employee receives his or her vacation cheque.

- (b) The vacation bonus shall not be included as earnings for the purpose of computing vacation pay or any other benefits.
- (c) Employees who are attending school and their employment during the vacation year was limited to periods of school vacation or other periods of interruption in the student's school year will not be eligible to receive a vacation bonus.

22.05 <u>Terminated</u> Employees

In the case of an employee whose employment with the Company is discontinued prior to the eligibility date for vacations the provisions of the Employment Standards Act of Ontario will determine the amount of vacation pay, if any, to which he or she is entitled.

22.06 Deceased or Retired Employees

An employee who dies or an employee who retires during the vacation year will receive vacation pay provided he has worked some part of the vacation year, and this vacation pay will not be less than the entitlement under the provisions of the Employment Standards Act of Ontario.

22.07 Continuous Employment

The term "continuous employment" as used in this Article XXII means the period of time from the date on which the employee reported to work in his last employment.

22.08 Vacation Shutdown

[a) The Company may continue the practice of closing the plant sometime during the summer months for vacation. Because this period may vary from year to year employees Will be

given as much advance notice of the vacation period as possible, but never less than thirty (30) calendar days.

- (b) All employees will be expected to take their vacation during the vacation period. If the plant is closed for three (3) weeks, then those employees who are eligible for four (4) or five (5) weeks' vacation will be allowed to take the fourth (4th) and fifth (5th) week at the discretion of management with due consideration being given to the wishes of the employee.
- (C) If an employee is laid off on or before the qualifying date, then the employee will have his or her vacation scheduled to begin on the qualifying date. If an employee is laid off after the qualifying date, then the employee will have his or her vacation scheduled to begin on the date of his or her lay-off. If, however, the employee requests his or her vacation to be scheduled at a different period then the provisions of Article 22.10 will not apply.
- (d) An employee who is on lay-off at the time of the qualifying date for vacation may notify the Company prior to the start of the vacation year that he or she does not wish to take his or her vacation at the beginning of the vacation *ear. The employee's vacation will then be rescheduled.

22.09 Pay in Lieu of Vacation

An employee will not be entitled to vacation pay in lieu of vacation, except:

- (a) as provided by the Employment Standards Act of Ontario, or
- (b) if the employee has worked and received pay from the Company for less than 500 hours during the vacation earnings computation period, the employee at his or her option may elect to waive all or part of their vacation. This waiver must be in increments of not less than one (1) week, except that an employee eligible for three and one-

half (3-1/2) weeks may waive the half (1/2) week. Upon

receipt of written notice from the employee vacation pay will be paid in lieu of time off.

22.10 Holidays With Vacations

When one of the holidays found in Article 21.01 of this Agreement falls during an employee's vacation, then the employee's vacation will be extended by allowing one (1) additional day of vacation. This extra day of vacation will be the next scheduled working day following the end of the employee's vacation. There is no additional vacation pay for the extra day of vacation and the extra day of vacation is fully compensated for by the payment of holiday pay for the unworked holiday falling during his vacation.

22.11 Deductions

On all vacation pay cheques Revenue Canada (Taxation Division) requires the deduction of Income Tax and Unemployment Insurance and Canada Pension Plan.

22.12 Receipt of Vacation Pay

Employees will receive their vacation pay on the regular pay day immediately preceding their vacation provided the employee has given one (1) week's prior notice.

22.13 Vacation Pay - New Employees

New employees starting work less than six (6) months prior to the qualifying day will have their vacation pay, if any, determined in accordance with the provisions of the Employment Standards Act of Ontario.

ARTICLE XXIII - BULLETIN BOARDS

23.01 The Company agrees to permit the Union to use designated bulletin boards for the posting of notices of Union meetings, recreational, educational and social affairs of the Union, Union appointments and Union elections and results, but shall not include political material. All such notices must be signed by the proper officer of the Union and submitted to the Manager of Human Resources for approval before being posted.

ARTICLE XXIV - SAFETY AND HEALTH

24.01 The Company will make adequate provision for the safety and health of all employees during the hours of employment.

The Company will make every reasonable effort to comply in a timely manner with all relevant legislation pertaining to Occupational Health and Safety.

The Union agrees to co-operate with the Company in promoting measures to protect the health and safety of employees.

The parties hereto agree to a Safety Committee

comprising three (3) management members nominated by the Company and three (3) members nominated by the Union. The duties of the members of the Safety Committee will be as set out in the Occupational Health and Safety Act. In addition thereto, the Safety Committee will:

24.02

- (1) Investigate all lost time accidents with one (1) Company and one (1) Union member of the Safety Committee and provide a summary of their investigation report and Workers' Compensation Board Form 7 to the Safety Committee.
- (2) Be promptly notified of any fatalities or serious injuries resulting from work-related accidents.
- (3) Meet monthly to review the factory safety performance and make recommendations to Management to improve the safety program.
- (4) Conduct a health and Safety inspection of various areas of the factory in conjunction--with the monthly Health & Safety meetings.
- (5) Structure a training program for all new employees on safety and health including chemical hazard training.
- 24.03 (a) The Company will disclose the identity of all known physical agents or toxic materials to which workers are exposed.
- (b) The Company will provide to employees who are exposed to potentially harmful agents or toxic materials at no cost to them those medical services, physical examinations and

other appropriate tests including audiometric and lung function examinations at a frequency and extent necessary to determine whether the health of such employees is being adversely affected.

(c) The Company will provide to each employee or his physician, upon written request of the employee, a complete report of the results of any such tests or examinations and will review the test results with the employee prior to release to his doctor.

24.04 The company will continue to furnish special protective equipment such as special gloves for inert gas welders (not ordinary items of work clothing) and special safety devices (not safety shoes and metatarsals or prescriptions for safety glasses) where they are required by the Company.

24.05 The Company will reimburse an employee for one (1) pair of safety shoes per year up to a value of forty dollars (\$40) per year provided proof of purchase is supplied to the Company. In the second and third years of this Collective Agreement, the Company will reimburse up to forty-five dollars (\$45), and fifty dollars (\$50), respectively, provided proof of purchase is supplied to the Company.

supplying prescription safety glasses at no cost to the employee.

The Company will continue its current practice of

'ARTICLE XXV - NEW TECHNOLOGY

25.01 In the event of the introduction of new technology which is likely to have a major impact upon employees the Company will give the Union notice thereof and will discuss with the Union the implications of such new technology including ways of helping employees adjust to the change which it occasions.

When new or greater skills are required by affected employees training will be provided to the number of such



employees required in accordance with their seniority and qualifications.

ARTICLE XXVI - APPRENTICES AND TRAINEES

26.01 Classifications

Apprentices may be enrolled in the following skilled trades job classifications:

R-5	Machine Maintenance	7 5
R-20	Electrician	C
T-1	Tool and Die Maker	A STATE OF THE STA
X-13	Instrumentation & Test	Mechanic

Trainees may be enrolled in the following job classifications:

P-09 Puilding Popeir and Maintenance

100	bullding Repair and Maintenance
R-15	Repair Mechanic (Industrial Trucks)
R-37	Pipe Fitting, Heating and Ventilating
	Maintenance
T-10	Machine Hand

26.02 Eligibility

- (a) Selection of apprentices and trainees under these programs shall be made from qualified applicants. When openings exceed the number of qualified seniority applicants, the remaining openings will be filled by applicants from outside on the basis of qualifications.
- (b) Applicants must be physically qualified to perform the work required.
- (c) Applicants must have successfully completed Grade 12.

26.03 <u>Seniority Employees</u>

Notice of openings will be posted on the bulletin boards. Interested seniority employees may apply for the openings.

26.04 Application and Standards

- (A) Eligible applicants will be selected through the application of the standards as set forth in (B) below.
 - (B) Qualifying Standards:

Max. Points

 Aptitude test (GATB or its equivalent). If actual scores are used, grade in relation to

minimum qualifying scores. If qualifying score alone is used, award maximum points to all qualifying 50 (2) Education. Courses successfully completed beyond Grade 12 pertinent to the opening 10 (3) Work experience and work habits. (a) Work experience in skills related to the schedule of work process in which the opening exists. 16 (b) Work habits unrelated to skills in the schedule of work process, as determined in (F) of this Article 26.13 (or (G) if the applicant has no previous work 14 experience). (4) Evaluation of interviewer. Applicant's 10 interest, sincerity and attitude. (C) The apprenticeship or training opening(s) will be filled by the senior applicant who attains the designated minimum qualifications. The minimum qualifying point totals shall be as follows: Minimum Qualifications -- 85 points R-5 Machine Maintenance R-9 Building Repair and Maintenance R-15 Repair Mechanic (Industrial Trucks) R-20 Electrician R-37 Pipe Fitting, Heating and Ventilating Maintenance Tool and Die Maker T-1 T-10 Machine Hand x - 13Instrumentation and Test Mechanic (D) It is understood that if none of the seniority applicants or applicants from outside possess minimum qualifications, the posted opening will not be filled. (E) The applicant will provide the Human Resources

(F) In the determination of work habits in (B)(3)(b) above, the Human Resources Department will communicate with the

Department with the applicant's high school and post secondary

school education transcripts.

Company supervisors of seniority applicants and with previous employers to determine competency on jobs, overall work record, attendance, attitude and ability to get along with people, etc.

- (G) The Human Resources Department will communicate with the individuals listed as references by the applicant to determine personal characteristics, desire, attitude and interests.
- (H) Qualified applicants will be interviewed individually by the Human Resources Department and one supervisor from the skilled trades area involved. The purpose of these interviews will be to determine and evaluate the applicant's motivation, vocational goals, stability and interests.
- (I) Applicants who were determined to possess minimum qualifications but were not selected for the opening in the Apprenticeship or Training Program will be considered for any future opening in the program for one (1) calendar year from the date of the original posting; and upon making reapplication, he will be considered for future openings in the second calendar year without requalifying through the selection procedure. Nothing herein will prohibit the Company from posting for applicants in advance of the need for apprentices or trainees.
- 26.04A The number of apprentices and trainees enrolled in any one job classification shall be limited to fifteen percent (15%) of the total number of skilled workers employed and/or recorded on the plant-wide seniority list in the particular job classification wherein the employee is to be enrolled provided, however, that the Company may enroll a minimum of four (4) apprentices or trainees in each job classification listed in this Article XXVI. Fractional amounts resulting from the application of the above percentage may be increased to the next whole number.

26.05 Seniority

(a) Enrolled apprentices and trainees will be exempt from the seniority provisions of the Agreement and there shall be

- no obligation on the part of the Company to continue training, if, in the judgment of the Company, the progress of the apprentice or trainee is unsatisfactory.
- (b) When apprentices or trainees are removed from their training status for any reason, including graduation, and are assigned to other employment in the factory, they shall receive credit for seniority purposes for the time spent in the apprenticeship or training program.
- (c) upon completion of the apprenticeship or training requirements the employee will be classified in the particular job classification in which the employee had been enrolled. In the event there is no need for an additional employee in the classification, any reduction in force will be handled in accordance with the provisions of the Seniority Article.
- (d) When it is determined by the Company that it is necessary to remove apprentices or trainees from a program because of a surplus in an apprenticeship or training program, the employee with the least number of credited hours will be removed first.
- (e) When it is determined by the Company that it is necessary to increase the number of employees in an apprenticeship or training program, the employee removed under paragraph (d) above will be returned to the program in the order of the employee with the highest credited hours first. Employees removed under paragraph (d) above will be returned to their program before adding additional employees to that program.
- (f) A surplus employee reduced under paragraph (d) of this Article 26.05 will be eligible for Income Security Benefits if he is otherwise qualified for such a benefit as provided in Article XIII.

26.06 Rates

(a) Apprentices in each of the job classifications covered by these standards will be paid at a progressively increasing schedule of wages, as follows:

- 1st 1000 hours --
- 65% of the maximum wage rate of the classification 2nd 1000 hours --70% of the maximum wage rate of the
- classification
- 3rd 1000 hours --75% of the maximum wage rate of the classification
- 4th 1000 hours -- 80% of the maximum wage rate of the classification
 - 5th 1000 hours -- 85% of the maximum wage rate of the
 - classification 6th 1000 hours -- 90% of the maximum wage rate of the
 - classification 7th 1000 hours --95% Of the maximum wage rate of the classification 8th 1000 hours --95% of the maximum wage rate of the classification
- (b) Applicants who are given credit for experience shall be paid the wage rate for the period to which such credit advances them.
 - (c) Upon completion of the apprenticeship requirements, the hourly rate will be increased to the maximum of the rate range for the particular job classification in which the employee had been enrolled.

(d) Trainees in each of the job classifications covered by

- these standards shall be paid a progressively increasing schedule of wages, as follows: 1st 1000 hours -- 65% of the maximum wage rate of the classification
 - 2nd 1000 hours -- 75% of the maximum wage rate of the classification 3rd 1000 hours -- 85% of the maximum wage rate of the
 - classification 4th 1000 hours -- 95% of the maximum wage rate of the classification
 - (e) upon completion of the training requirements. trainee's hourly rate will be increased to the maximum of the rate range for the particular job classification in which the employee had been enrolled.

26.07 Credit

(a) The applicant may be granted credit for experience in his trade acquired before entering the program. For applicants from the outside, such a work experience must have been gained under an apprentice or other indentured program and

- not trade or vocational school work. Seniority employees may be allowed credit for previous applicable work experience.
- (b) The Company will at the completion of each 1000 hours determine if the employee possesses the necessary knowledge and/or skills required by the particular areas of training. Then the employee will be credited with the maximum hours assigned to that particular area of training and will not be required to complete all of the hours listed. Any hours so credited will count toward the total number of hours required for the classification for purposes of graduation. The employee's rate of pay, if necessary, will be adjusted at the time the hours are credited.

26.08 Related Classroom Study

- (a) Apprentices or trainees will be required to complete a related training course through classroom work or by correspondence. The Company will determine the type of classroom study applicable in each situation.
- (b) Time spent in related training shall be in accordance with the schedules of work processes referred to in this Article 26.08. The time and place of such training will be determined by the Company and such time, if used, shall be paid at the apprentice's or trainee's regular hourly rate.
- (C) In case of failure on the part of any apprentice or trainee to fulfill his obligation as to satisfactory completion of related classroom study, the Company may suspend or revoke his apprenticeship or training.

26.09 Supervision of Apprentices and Trainees

(a) Apprentices and trainees shall be under the general direction of the individual charged with coordination of apprenticeship or training programs and under the immediate direction of the supervisor of the department to which they are assigned. The Coordinator of Apprenticeship or Training Programs is authorized to move apprentices and trainees from one department to another in accordance with the predetermined schedule of work training. No apprentice or trainee may be retained on a scheduled work process for a period longer than the time scheduled for such work process.

- (b) Adequate record forms shall be prepared and will be filled in by the supervisor under whom the apprentices and trainees receive direct instruction and experience. Supervisors shall make a report at least every thirty (30) days to the Coordinator of Apprenticeship or Training Programs on the work and progress of the apprentices and trainees under their supervision.
- 26.10 Apprentices and trainees shall procure the hand tools needed and as required and specified by the Company, Such tools may be purchased through the Company under a payroll deduction authorization.

26.11 Information

A record will be kept by the Company of time spent on the various work processes. An apprentice and trainee may be required to work shift work. Overtime worked by an apprentice and trainee shall not reduce the period of apprenticeship unless it is work which is covered by the "Schedule of Work Processes" for apprentices or trainees, as the case may be.

26.12 Term of Apprenticeship and Training Programs

The terms of apprenticeship and training programs shall be as established in accordance with the schedule of work processes and related instructions as outlined herein.

26.13 Schedules of Work Processes

The Schedules of Work Processes are listed below. The sequence of the specific areas of training shall be determined by the Company on the basis of work available and the progress and needs of the apprentice or trainee. The continuity of the hours within an area may be broken and areas of training may be revised or replaced when in the opinion of the Company it is in the best interest of the apprentice or trainee to make such changes.

SCHEDULE OF WORK PROCESSES FOR APPRENTICES

T-l Tool and Die Maker

Bench Work and Optional (including layout, build and inspect). Grinder - Surface Heat Treat Lathe Metallurgy. Milling Machines Shaping, Planer or Slotter power Saw Contour Drill Presses Tool Crib Tool Design and Follow Up Tool Grinding Welding. Related Classroom Study	300 100 1200 950 300 100 250 100 200 150 700	Hours
TOTAL	8000	Hours
R-20 Electrician		
W-YA FIGGLIGIAN		
Electrical Construction (including powerhouse, substations, power supply machines and lighting)		Hours
Electrical Design		Hours
Machine Maintenance (hydraulics)		Hours
Maintenance and Repair (including such things as machine controls, welders, heat treating equipment, power supply, transformers, motors, motor repair, generators, hoists, cranes, elevators and power tools) Related Classroom Study		Hours
TOTAL	8000	Hours
TOTAL	0000	HOUL S
R-5 <u>Machine Maintenance</u>		
Electrical Maintenance		Hours
Grinder (external, internal or surface)		Hours Hours
Heat Treat Hydraulics and Pneumatics		Hours
Lathe		Hours
Milling Machines		Hours
Repair and Overhaul	3592	Hours
Shaper, Planer or Slotter		Hours
Tool Crib		Hours
Welding and Fabrication		Hours Hours
Related Classroom Study	700	HOULS
	0000	

x-13 Instrumentation & Test Mechanic Build, Calibrate and Try Out Instrumentation & Test Equipment: 1300 Hours Electronic 1300 Hours Electrical Hydraulic 900 Hours 700 Hours Mechanical 1600 Hours Maintain Instrumentation & Test Equipment Familiarisation on Instrumentation & Test Equipment: 200 Hours Stress Coat and Strain Gage Tests Dynamometer Tests..... 208 Hours 200 Hours Environmental, Vibration, Sound Tests..... 200 Hours Performance, Efficiency, Durability Tests 1392 Hours Related Classroom Study..... 8000 Hours TOTAL R-37 Pipe Fitting, Heating and Ventilating Maintenance: 216 Hours Pipe Fabrication..... Installation and maintenance of high and low pressure process piping, including air, oil, gas, paint, steam, water, acid and ammonia..... 1195 Hours Installation and maintenance of steam and hot water heating systems with high and low pressure 1195 Hours Installation of piping, for waste, soil, sewage, vent and leaders..... 432 Hours Installation and connection of fixtures used in 288 Hours plumbing and drainage system Installation and maintenance of piping on air conditioning and refrigeration systems 144 Hours Repairing of valves, steam traps, air vents and radiators 180 Hours Related Classroom Study..... 350 Hours 4000 Hours TOTAL. T-10 Machine Hand 288 Hours Boring Mill Grinder (external, internal or surface) 720 Hours 108 Hours Heat Treat Jig Bore 216 Hours Lathe 1008 Hours 1008 Hours Milling Machines 252 Hours Shaper, Planer or Slotter..... 400 Hours Related Classroom Study 4000 Hours TOTAL R-09 Building Repair and Maintenance

Overhead Doors and Related Work.....

80 Hours

400 Hours

TOTAL 4000 Hours

Concrete Work

Maintenance and Repair Welding Fabrication Related Study		Hours Hours
TOTAL	4000	Hours
R-15 Repair Mechanic (Industrial Trucks)		
Performs Repair and Maintenance of		
Internal Combustion Engines, Hydraulic and		
Electrical Systems and Controls	2140	Hours
Transmission, Clutches, Differentials		Hours
Chassis, Suspension, Springs, Axles	200	Hour
Steering and Brakes	200	Hours
Fuel, Oil and Cooling Systems	160	Hours
Tires and Batteries	40	Hours
Welding and Fabrication	160	Hours
Use and Operation of Specialized Equipment		
and Tools	160	Hours
Crib Functions Location and Identification of		
Supplies and Equipment	40	Hours
Related Classroom Study	360	Hour
-		

26.14 Joint Apprenticeship Committee

A Joint Apprenticeship Committee composed of two (2) persons appointed by the Company and two (2) persons appointed or elected by the Union shall meet once a month to discuss matters arising pursuant to the provisions of this Article XXVI provided that an agenda is submitted by either party to the other at least three (3) working days prior to the date of the requested meeting.

ARTICLE XXVII - PLANT CLOSURE

27.01 In the event of the permanent discontinuance of all or a substantial part of the business carried on by the Company at Welland, the Company will advise the Union of the decision as far in advance as is reasonably possible. Upon the request of the Union, representatives of the Company will meet with the Union and discuss the reasons for the closing or discontinuance.



ARTICLE XXVIII - WAIVER

28.01 This Agreement constitutes the entire Collective Agreement between the parties and concludes collective bargaining for its term and can only be amended or supplemented by mutual agreement of both parties.

ARTICLE XXIX - DURATION

of November, 1989, and shall remain in force and effect and shall not be reopenable save and except as otherwise herein expressly provided until the 30th day of September, 1992, and shall continue automatically thereafter during periods of one (1) year each, unless either party notifies the other party in writing as provided for in clause 29.02 hereof of its desire to negotiate amendments to this Agreement.

29.02 Notice that amendments are required shall only be given during the period of not more than ninety (90) days and not less than sixty (60) days prior to the 30th day of September, 1992, or during similar annual periods thereafter. If notice of desire to amend this Agreement is given by either party in accordance with the foregoing, the other party agrees to meet for the purpose of negotiation.

DATED AT ST. CATHARINES, ONTARIO THIS 9TH DAY OF NOVEMBER, 1989.

FOR THE UNION: FOR THE COMPANY:

Bill Orr Tom Cooney
Len Hirscu John Griff
Tom Delaney Jim Walters
Bryan Edie

Brian Ewart Rej Lamarche

Al Weaver

LETTER OF UNDERSTANDING

BETWEEN:

JOHN DEERE WELLAND WORKS of JOHN DEERE LIMITED, Welland. Ontario

(Hereinafter referred to as the "Company")

-- AND --

THE NATIONAL AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA (CAW-CANADA) and its Local 275

(Hereinafter referred to as the "Union")

JOHN DEERE WELLAND WORKS

OF JOHN DEERE LIMITED,

Welland, Ontario

This letter will confirm our understanding reached during negotiations that for inventory and vacation shutdown purposes the Company will normally use junior people who do not have sufficient vacation entitlement for the whole vacation shutdown and if additional people are needed the Company is prepared to give the work to the senior employees who have signed the list provided each of such senior employees possesses the skills and qualifications required by the Company.

DATED AT ST. CATHARINES, ONTARIO THIS 9TH DAY OF NOVEMBER, 1989.

THE NATIONAL AUTOMOBILE, ARROSPACE AND AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA (CAW-CANADA) and its LOCAL 275

Orr Tom Cooney
irscu John Griff
elaney Jim Walters

Bill Orr
Len Hirscu
Tom Delaney
Bryan Edie
Brian Ewart
Rej Lamarche
Al Weaver

EXHIBIT A

EXHIBIT "A"

Rate Schedule

Basic Rates

For Incentive Paid Occupations

LABOUR GRADE	OCCUPATIONAL RATES
4	\$15.365
5	14.750
6	14.250
7	13.760
8	13.385
9	13.030
10	13.030

For Hourly Paid Occupations

LABOUR GRADE	HOURLY MINIMUM	RATE RANGES MAXIMUM
1	\$17.015	\$19.000
2	16.230	_18.270
3	15.710	17.655
4	14.900	16.835
5	14.475	16.365
6	13.950	15.805
7	13.510	15.220
8	13.220	14.660
9	12.900	14.200
10	12.530	13.840
	B —	

EXHIBIT B

EXHIBIT "B"

Merit Rating Plan

This plan was developed to assist supervisors in accurately rating their employees with regard to progress or accomplishment and establishing equitable rates of pay, and is designed to cover employees on hourly paid work. It is based on paying employees for merit on a job as evidenced by their performance level on specific factors. Six factors were selected after a careful analysis of those requirements, characteristics, and attributes which demonstrate the differentials between Each of the factors is broken down into five emplovees. degrees, each degree representing a level of performance, these levels ranging from unsatisfactory performance to superior The lowest degree, representing unsatisfactory performance. performance is given 60% of the factor weight in points; the next degree, representing minimum requirements, is given 70%; the third degree, representing satisfactory performance is given 80%; the next degree representing good performance is given 90%; and the last degree, representing superior performance, is given 100%. A merit rating score of 65 points represents minimum acceptable performance. A merit rating score between 65 and 70 points inclusive represents acceptable performance. Ratings from 71 points up indicate an earned merit increase beyond the mid-point of the rate range. Failure at any one rating period to merit an increase does not, of course, preclude advancement at subsequent rating periods.

ADMINISTRATION OF MERIT RATING PLAN

All merit ratings will be cleared through a Human Resources representative for Merit Rating Administration who will work closely with the supervisor making the rating, and with any other persons regularly reviewing the ratings. The Human Resources representative will be responsible for the maintenance of merit rating procedures and for maintaining all merit rating records.

FREQUENCY OF RATING

All employees will be merit rated at six month intervals dating from the time of hire provided they are at the mid-point of the rate range or beyond. After reaching the Maximum of the Rate Range, appraisal interviews will be scheduled annually.

EXHIBIT B

MERIT RATING FACTORS

QUALITY	This factor appraises the employee's performance in meeting established quality standards	Consider the accuracy and thoroughness of the employee's work, the degree to which he conforms ta standards and specific orders, with consideration as to amount of waste.
OUANTITY	This factor appraises the employee's output of satisfactory work.	Consider the amount of acceptable work produced, the employee's application to the job, speed of work, and effectiveness of effort.
JOB KNOWLEDGE	This factor appraises how well the employee knows his job.	Consider the extent to which the employee fills the experience, training, and skill requirements of the job as set forth in the job description. Consider only that part of his background which contributes to his knowledge of his job.
DEPENDABILITY	This factor appraises the individual's reliability as an employee.	Consider how well the employee handles all phases of the job with normal supervision. Consider his reliability, conscientiousness, punctuality, and attendance.
COOPERATION	This factor appraises the employee's tact and willingness to cooperate with others.	Consider how well employee receives new suggestions and improved methods, the extent to which he does his part, gets along with others, and shares helpful information.
ADAPTABILITY	This factor appraises the employee's ability to meet changed conditions and the ease with which he learns new duties in his classification.	Consider the employee's versatility in the classification his ability to perform WOTK outside his normal routine and to learn new phases of the classification.

EXHIBIT B

MERIT RATING SCORE SHEET

DEERE & COMPANY-MERIT RATING SCORE SHEET

	EmployeeDept. NOR			
Occ. Code	Job Classification Rate Range Min	M	ax	
resent Rate	Indicated Merit Rate Above Mm. Proposed R a	t	e	
		Deg.	Score	Merit Scor
	Poor quality - Inaccurate - Work often below standard - Careless and slipshod worker - Frequent errors.	5	18	
	Minimum acceptable quality - Fairly accurate - Requires close check for quality and accuracy.	4	21	
QUALITY	Good quality - Accurate - Generally meets quality and accuracy standards.	3	24	
40.112.11	Above average quality—Accurate and thorough—Few errors.	2	27	
	High Quality-Very accurate-Consistently meets high standards.	1	30	
	Very slow worker - Loses considerable time - Low output or accomplishment.	5	12	
	Slow or spotty worker-inconsistent producer-Below average output or accomplishment.	4	14	
QUANTITY	Competent worker - Accomplishes a satisfactory amount of work.	3	16	
	Efficient worker-Good output or accomplishment.	2	18	
	Fast, efficient worker—Output or accomplishment consistently high.	1	20	
	Has very little knowledge of job-Requires constant assistance or coaching.	.5	12	
	Has limited knowledge of job-Requires further training.	4	14	
JOB	Has working knowledge of job-Adequate for normal performance.	3	16	
KNOWLEDGE	Has above average knowledge in most phases of job - Requires little assistance or coaching.	2	18	
	Has full knowledge of all phases of job - Has fine background and experience and knows how to use it.	1	20	
	Not dependable - Shirks duties - Punctuality or attendance poor - Requires constant checking on quitting early and loitering	5	6	
	Needs close check for dependability on regular duties-Requires follow up-Requires some checking on quitting early and lottering.	4	7	
DEPENDABILITY	Generally dependable Normal supervision sufficient - Punctuality and attendance good.	3	8	
DUICHDADILII	Dependable-Handles regular duties very well-Requires some supervision-Does not quit early or loiter.	2	9	
	Thoroughly dependable—Handles unusual circumstances well—Requires a minimum of supervision—Reliability, conscientiousness, punctuality, and attendance very good.	1	10	
	Quarrelsome and antagonistic - Habitually complains, criticizes, or argues - Not receptive to suggestions	5	6	
	Tactless and opinionated Poor team worker Rejuctant to consider suggestions.	4	7	
COOPERATION	Generally cooperative in regular duties - Conservative in dealing with others - Generally considers suggestions.	3	8	
	Good team worker - Gets along well with others - Usually applies constructive suggestions	2	9	
	Splendid cooperation and fact in all dealings - Aiways applies constructive suggestions.	1 1	10	
	Very slow to learn and understand new duties-Indifferent towards improving.	5	6	
	Limited as to variety of duties-Slow to adjust to new situations - Learns slowly.	4	7	
ADAPTABILITY	Able to do closely related work satisfactorily - Is best if kept on same duties, but can learn new work with normal supervision.	3	8	
	Able to adapt to new duties, methods, or situations better than average - Learns fairly well	2	9	
	Able to adapt quickly to new duties, methods, or situations - Learns new duties quickly.	1	10	
Rated by	Date	Tot	al Score	
Approved by	Date			

EXHIBIT "B-1" John Deere Welland Works Basic Hourly Rates

(Hourly Rates for each step in the rate ranges are subject to the Provisions of Article 15.02 and 15.03)

					AUTOMATI	C PROGRE	SSION AN	D MERIT	RATING	TABLE				
			P	UTOMATIO	PROGRES	MERIT RATING POINT SCORE RANGES AND RATES *								
	LABOUR GRADE	MINIMUM	AFTER 1 MO.	AFTER 2 MO.	AFTER 3 MO.	AFTER 4 MO.	AFTER 5 MO.	AFTER 6 MO.	AFTER 9 MO.	SCORE 71-80	SCORE 81-90	SCORE 91-100		
1	1	\$17.015	I MO:		\$17.350	4 MO.			\$18.005					
	2	16.230			16.580			16.895	17.250	17.605	17.920	18.270		
	3	15.710			16.035			16.360	16.665	16.995	17.345	17.655		
_	4	14.900		\$15.245		\$15.555		15.860		16.195	16.490	16.835		
9	5 €	14.475		14.765		15.075		15.420		15.745	16.065	16.365		
	6	13.950	\$14.240		\$14.570		\$14.865			15.180	15.470	15.805		
	7	13.510	13.805		14.085	,1	14.365			14.645	14.940	15.220		
	8	13.220	13.455	13.690	13.935					14.150	14.415	14.660		
	AUT	OMATIC P	ROGRESSION	FROM 1	MUMIKIN	TO MAXI	MUM							
a	9	12.900	13.220	13.560	13.895		14,200							
$\frac{1}{2}$	10	12.530	12.945	13.370	13.840			-						

* When rate is at mid-point, merit rate at each six (6) month anniversary of hire.

NOTE: When an employee is transferred to an hourly paid job classification under the Provisions of Article 15.06, at a rate which does not appear for the applicable labour grade in the above table, he shall be given the next higher rate, if any, that does appear in the above table for the applicable labour grade.

HOURLY AND INCENTIVE PAID OCCUPATIONS

AND

SENIORITY CLASSIFICATIONS

SENIORITY

CLASSIFICATION occ. LABOR NUMBER CODE GRADE CLASSIFICATION HRLY INC. B-2 4 DROP HAMMER FORGER 405 DROP HAMMER OPERATOR - HOT 414 5 B-3 B-4 7 DROP HAMMER OPERATOR - COLD 496 ROLLS OPERATOR - HOT 402 B-9 4 B-11 FORGE MACHINE OPERATOR - HOT 5 417 B-14 5 BULLDOZER OPERATOR - HOT 418 BULLDOZER OPERATOR - COLD B-16 450 6 451 B-17 6 EYE BENDER OPERATOR B-25 PUNCH PRESS OPERATOR - HOT 419 5 B-31 6 HAND BENDER - HOT 452 HAND SETTER - COLD 7 497 B-32 B-33 9 HAND STRAIGHTENER - COLD 625 C-18 CONTOUR NIBBLING & PUNCHING MACHINE OPERATOR 6 446 C-201 6 PRESS OPERATOR 843 C-202 SHEAR OPERATOR 6 845 4 AUTOMATIC SCREW MACHINE OPERATOR 675 D-1 D-48 8 SAW OPERATOR 195 MACHINE TOOL OPERATOR 874 D-81 4 MACHINE TOOL OPERATOR MACHINE TOOL OPERATOR D-82 5 875 876 D-83 6 D-84 7 MACHINE TOOL OPERATOR 877 MACHINE TOOL OPERATOR D-85 8 878 MACHINE TOOL CHECK CHART (20 SEPT 1979) RADIAL DRILL OPERATOR
THREADING MACHINE OPERATOR 702 726 727 SAW OPERATOR

HOURLY AND INCENTIVE PAID OCCUPATIONS

AND

SENIORITY CLASSIFICATIONS

occ.	LABOR		SENIOR CLASSIF NUMB	CATION
CODE	GRADE	CLASSIFICATION	HRLY	INC.
F-1	5	MANUAL ARC WELDER		463
F-2	6	MANUAL ARC WELDER		463
		MANUAL ARC WELD CHECK CHART (10 SEPT 1976)		
F-14	6	SPOT AND PROJECTION WELDER		570
F-15	7	SPOT AND PROJECTION WELDER		570
F-16	8	SPOT AND PROJECTION WELDER		570
		SPOT AND PROJECTION WELD CHECK CHART (10 SEPT 1976)		
F-50	5	SETUP-WELDING	91	
H-1	6	HEAT TREATER		466
K-8	6	ASSEMBLER		
K-9	7	ASSEMBLER		
K-10	8	ASSEMBLER	i	
K-11	9	ASSEMBLER		
_		ASSEMBLY-BUNDLING-PACKAGING CHECK CHART (10 SEPT 1976)		
		ASSEMBLER-BUNDLER-PACKAGER		755
		EXTRA LINE ASSEMBLER		756
K-13	6	ASSEMBLY SETUP	93	
K-14	5	ASSEMBLY CHANGEOVER OR REPAIR	63	
L-5	6	SPRAY PAINTER	97	
L-9	7	FLOW COAT PAINTER	140	
L-14	9	TRANSFER APPLIER		648
L-17	9	PAINT STRIPPER	308	
L-20	9	PARTS HANDLER-CLEANING OR PAINTING	l	633

HOURLY AND INCENTIVE PAID OCCUPATIONS

AND

SENIORITY CLASSIFICATIONS

occ.	LABOR		SENION CLASSIFI NUMBI	CATION		
CODE	GRADE	CLASSIFICATION	HRLY	INC		
M-4	8	COLD WORK - PART POSITIONER		576		
M-5	6	STRAIGHTENING PRESS OPERATOR		473		
M-7	9	ARBOR PRESS OPERATOR		634		
M-20	9	PARTS CLEANER		651		
M-23	9	MAGNAFLUX OPERATOR	256			
M-26	9	MISCELLANEOUS PROCESSOR		662		
M-30	7	PRODUCTION PARTS RECLAIMER	141			
M-36	9	ASSEMBLY SALVAGE	260	659		
M-37	9	TUMBLING MILL OPERATOR		655		
M-39	9	IDENTIFICATION STAMPING MACHINE OPERATOR	1	656		
M-49	8	RIVET MACHINE OPERATOR		588		
N-3	7	BENDING, FORMING AND ROLLING MACHINE OPERATOR		852		
N-4	9	SNAG GRINDER AND DEBURRER		853		
N-6	6	FLAME CUTTER OPERATOR		860		
N-21	2	LAYOUT AND/OR CHECKER	358			
Q-1	3	POWER HOUSE OPERATOR AND/OR MAINTENANCE	38			
R − 5	2	MACHINE MAINTENANCE	20			
R-9	4	BUILDING REPAIR & MAINTENANCE	64			
R-10	6	BUILDING REPAIR & MAINTENANCE	144			
R-15	3	REPAIR MECHANIC (INDUSTRIAL TRUCKS)	40			
R-17	7	TRUCK, TRACTOR, TRANSPORTER OR BATTERY SERVICE	205			
R-19	7	MAINTENANCE OILER	273			
R-20	(2")	ELECTRICIAN	9			
R-25	3	COMBINATION WELDER	41			

HOURLY AND INCENTIVE PAID OCCUPATIONS

	SENIORITY	NUMBER	HRLY	142	14/	275	3	45	47	71	75	50	209	210	104	158	220	268	110	161	223	227	320	213	
AND SENIORITY CLASSIFICATIONS			· ************************************	PIPE FITTING, HEATING & VENTILATING MAINTENANCE	DEDATE	MAINTENANCE HELPER		TOOL AND DIE REPAIR	MACHINE HAND	TOOL GRINDER	INSPECTOR	INSPECTION - SPECIAL INVESTIGATOR	DRIVER	INDUSTRIAL TRUCK OPERATOR	SEMI-TRAILER TRUCK DRIVER	OVERHEAD ELECTRIC CRANE OPERATOR	STERL STORAGE STOCKER	MATERIAL HANDLER	WAREHOUSE OR SHIPPING CHECKER	WAREHOUSER OR SHIPPER	STORES AND TOOL CRIB ATTENDANT	REPAIR PARTS PICKUP	MATERIALS STOCKER	CRATE AND BOX PALLET REPAIRER AND/OR ASSEMBLER	
		LABOR	GRADE	m r	, 4	0 80	1	3	3	4	2	4	7	8	9	7	7	6	9	7	8	8	8	8	
		000	CODE	R-37	D-63	R-90	T-1	T-9	T-10	T-20	U-1	U-12	V-1	V-2	V-3	V-13	V-15	V-17	W-1	W-2	W-11	W-18	W-30	W-50	

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HOURLY AND INCENTIVE PAID OCCUPATIONS

AND

SENIORITY CLASSIFICATIONS

occ.	LABOR		CLASSIFIC	SENIORITY CLASSIFICATION NUMBER	
CODE	GRADE	CLASSIFICATION	HRLY	INC.	
X-1	2	MACHINIST	12		
X~7	3	MECHANIC	51		
-X-8	5	MECHANIC	114		
X-13	2	INSTRUMENTATION AND TEST MECHANIC	19		
X-26	7	FIELD TEST EQUIPMENT OPERATOR	165		
X-30	8	HELPER	284		
X-45	3	WELDER	52		
Z-1	10	YARD AND FACTORY LABOURER	311		
Z-14	8	STOCK CHASER	228		
Z-20	(10 7)	JANITOR	313		
Z-22	9-	MECHANICAL FLOOR CLEANER - DRIVER	286		
Z-30	7	PRODUCTION TOOL SERVICE	170		
Z-32	3	MACHINING SETUP	26		
Z-34	3	WELDING TRYOUT (METHODS DEPARTMENT)	54		
Z-43	8	INVENTORY COUNTER OR CHECKER	230		

9

EXHIBIT D--INCENTIVE PLAN

EXHIBIT "D"

Standard Hour Incentive Plan

INDEX

Section 1 Outline of Plan
Section 2 Performance Rating
Section 3 Personal and Fatigue
Section 4 Operator Waiting Time
(Machine or Process)
Section 5 Job Delay
Section 6 Terminology with Definitions

Section 1. Outline of Plan

- The Standard Hour Incentive Plan is operated on the principle that the normal non-incentive performance expected of average employees skilled in their assigned tasks is 100% performance.
- B. Performance beyond 100% is compensated for on a one-for-one principle and potential earnings on incentive work time where the operator is not limited or restricted by process or machine time is expected to average thirty(30) percent above occupational rate.
- C. The unit of measurement in this Standard Hour Incentive Plan is standard hours per 100 pieces or units.
 - Standard hours per 100 pieces or units is the unit of time measuring the quantity of work that must be produced in order to earn the equivalent of the occupational rate.
 - "Standard hours per 100 pieces or units" are referred to as "incentive standards" or "standards".
- D. To compute incentive earnings under this plan the following steps are required. First, multiply the production in pieces or units on each operation by the appropriate standard and then divide by 100 to arrive at earned hours. Earned hours are then multiplied by the occupational rate to calculate incentive earnings. The formula:

EXHIBIT D--SECTION 1

Earned

	1st	step			
NO. of Pieces Prod- uced	x Multi- ply	Inc. Expressin Std Hrs. 1	l. per	100	= Equals
	2nd	Step			
Hours	X		Occupa-		

Multi-

vla

E. The standard hours per 100 pieces or units are established from time study or from data (either standard data or plant data) at the level of 100% performance as explained in Section 2 and include the allowances explained in Sections 3, 4 and 5.

tional

Rate

= Money Earned

- F. The incentive earnings of an employee on any given job will be in direct proportion to his rate of production except that the minimum pay for incentive employees shall be the occupational rate. The employee is guaranteed earnings for the day equal to hours worked times the occupational rate or rates appropriate for the work performed during the day.
- G. Where an incentive standard is found to be in error due to arithmetical errors in calculation of the incentive standard or clerical errors in the transferring and posting of the incentive standard, such errors shall be corrected.
- H. When standard hours per 100 pieces or units for an operation are to be charged on the basis of changes in the operation, time studies may be made of the complete operation, but any revision either by the time study or by the application of data shall apply only to the changed or affected part of the operation.
- I. There shall be no ceiling on earnings.
- J. In the event of a complaint with respect to the correctness of a standard the Company will recheck the standard and provide the employee with the results.

If the employee is not satisfied the Union time study person will be provided the opportunity to verify the results of the recheck.

If the dispute is not resolved internally a representative of the National Union trained in industrial engineering will be provided with the results of the recheck and be permitted to view the operation.

EXHIBIT D--SECTION 1

If the matter is not resolved the Union may proceed to arbitration persuant to Article 9.05A by giving the Company notice in writing within ten (10) days of the date upon which the representative of the National Union views the operation. The arbitrator shall determine whether or not the standard is correct.

Section 2. Performance Rating

- It is recognized that it is impractical to select an operator to be time studied who will be the average skilled operator. It is also recognized that any operator may possess varying degrees of skill on various work elements and also may work with varying degrees of performance during the time study.
- B. It is the principle of this plan to adjust observed time to normal time. The time study engineer through special training and experience adjusts the observed time by means of factors (as illustrated below) applied from observation of the work elements performed by the employee.
- C. These factors will be shown on the time study according to a scale in which 100% indicates normal performance. 105%, 110%, 115%, etc. would indicate progressively higher performance while 95%, 90%, 85%, etc. would indicate lower performance. If the actual time in decimal minutes of an element is given a performance rating of 110%, it means that in computing his study the time study engineer will increase the actual minutes 10% to arrive at-the normal time for the operation. Actual time with a 90% performance rating will be reduced to 90% of the actual time to arrive at the normal time.
- D. Where time values are established by time study, the performance rating will be made during the observation and the time study engineer will, upon request, indicate the performance rating to the employee.

Section 3. Personal and Fatigue

Standard hours per 100 pieces or units include percentage factors to provide for necessary personal and fatigue delays. Because an individual tends to recuperate from fatigue during time taken from work for personal needs, it is impossible to separate the allowance for personal needs from the allowance for fatigue where both are present. Therefore, these are combined into one percentage factor.

EXHIBIT D--SECTION 3

- . The personal and fatigue percentage factors cover such items as rest or recuperation, the ten (10) minute rest period in each half shift, getting a drink, preparing the Daily Work Record, using the toilet, etc. The minimum personal and fatigue percentage factor applied on work elements (not on waiting time) is 10% and provides approximately 44 minutes per eight (8) hour day.
- The personal and fatigue percentage factor covers the general range of motions included in work elements for factory operations and is based on experience and judgment as conditioned by the findings of various tests and experiments made to determine fatigue factors adequate for an average operation. Beginning with a minimum of 10%, the personal and fatigue percentage factors increase depending upon the type of work being performed.
- D. This minimum of 10% coupled with a minimum of 3% job delay equals a minimum delay factor of 13.3% on any work element.

Section 4. Operator Waiting Time (Machine or Process)

- A. The amount of time that an operator must wait for his machine(s) or process(es) after he has completed the work that can be performed during the machine element or process cycle of the operation may be computed by either the Inherent Delay Formula or the Work Assignment Factor Formula.
- 1. INHERENT DELAY
 The Formula:

Inherent Machine
Delay = Element or (Std. Min.)
(I.D.) Process Cycle x *1.08 minus "R" Work Element Time
Time "MT" **1.30

*The Machine Element or Process Cycle Time and the "R" Work Element Time must be converted to standard minutes. To convert Machine Element or Process Cycle Time to standard minutes, it is multiplied by 1.08. Since there is limited fatigue in a machine element or process cycle time, only an 8% personal and fatigue percentage factor is allowed instead of the 10% minimum personal and fatigue percentage factor for work elements mentioned under Personal and Fatigue.

**The application of this Inherent Delay formula provides for incentive earnings on work elements performed during the running time of the machine or process. When an operator performs work elements ("R" Work Element Time) during the running time of the machine or process ("MT" Machine Element or Process Cycle Time) the time to be subtracted from the Machine Element or Process Cycle standard minutes will be the same of the "R" Work Elements Time (Std. Minutes) divided by 1.30. This gives the operator an extra allowance for the work he performs during the Machine Element or Process Cycle. An allowance of 10% is added to the inherent delay to provide a minimum incentive possibility of 110%. The total standard minutes is then the sum of the total standard work minutes and inherent delay minutes.

WORE ASSIGNMENT FACTOR (WAF)

The Work Assignment Factor primarily provides a guide in scheduling combination work assignments that will most fully utilize the operator's time and thereby eliminate or reduce an operator's waiting time. The Work Assignment Factor allows a continuation of incentive opportunity if one or more of the machines in a battery becomes inoperable or if a combination of operations is changed for any reason, including the assignment to it of one or more untimed operations.

WAF FORMULA

WAF =
$$\frac{ \frac{m_{D}n + m_{R}n}{1.30} }{\frac{m_{D}n + m_{R}n}{1.30} } \times 1.08 \times .9 \text{ (U.F.)}$$

Payment for Waiting Time

For payment purposes the Work Assignment Factors for a particular combination of operations are totalled. This total WAF is used with the following WAF Multiplier Table to obtain a multiplier for the combination. The multiplier is then multiplied by the number of hours that an operator runs a particular combination of operations and the resultant hours are paid for at the applicable occupational rate.

No multiplier is to be applied for setups and other full work operations such as burring and hand drilling.

If the sum of the Work Assignment Factors for the combinations of operations run in a particular battery is less than .55 for a continuous period of five days, the Company shall investigate the reasons for this condition and will make a concerted effort to correct the condition.

The Union will be informed of the findings of this investigation and of the corrective action being taken.

WAF MULTIPLIER TABLE

Total		Total		Total	
WAF	Multipliers*	WAF	Multipliers*	WAF	Multipliers*
.01	1.09	.40	.63	.79	.22
. ~					
.02	1.07	-42	.61	.81	.21
.04	1.06	.43	.60	.82	.20
.05	1.04	.44	.58	.83	.19
.06	1.03	.45	.57	.84	.18
.07	1.02	.46	.56	.85	.17
.08	1.01	.47	.55	.86	.16
.09	1.00	.48	.54	.87	.16
.10	.98	.49	.53	.88	.15
.11	.97	.50	.52	.89	.14
.12	.96	.51	.51	.90	.13
.13	.95	.52	.49	.91	.12
.14	.93	.53	.48	.92	.12
.15	.92	.54	.47	.93	.11
.16	.91	.55	.46	.94	.10
.17	.90	.56	.45	.95	.10
.18	.89	.57	.44	.96	.09
.19	.88	.58	.43	.97	.08
.20	.86	.59	.42	.98	.08
.21	.85	.60	.41	.99	.07
.22	.84	.61	.40	1.00	.07
.23	.83	.62	.39	1.01	.06
.24	.82	.63	.38	1.02	.06
.25	.81	.64	.37	1.03	.05
					.05
.26	.78	.65	.36	1.05	.04
.28	.77	.67	.34	1.06	.04
.29	.76	.68	.33	1.07	.03
		• • •		1.08	.03
.30	.75	.69	.31	1.09	.02
					.02
.32	.71	.72	.29	1.11	.02
				1.12	.01
.34	.70	.74	.27	1.13	.01
.36	.68	.75	.26	1.14	.01
.37	.67	.76	.25	1.15 U	
.38	.66	.77	.24		
.39	.64	.78	.23		

Section 5. Job Delay

- Job delays refer to unmeasurable, miscellaneous work or interruptions not directly related to the number of pieces or units produced. Each such delay which equals or exceeds six (6) minutes (.1 of an hour) will be paid for at the occupational rate of the job being performed provided the delay is recorded on the Daily Work Record, or other approved form, and is approved by the supervisor. Job delays of less than six (6) minutes are not accumulative throughout the day.
- B. The job delay factor is applied to the total standard minutes in determining the standard hours per 100 pieces or units for an operation. These factors are used to compensate for job delays of less than six (6) minutes.
 - The following list illustrates the types of delays covered by these job delay factor percentages. This list, of necessity, does not include all delays but illustrates the type of delays covered by our job delay factors.
 - change from one operation to the next; contact supervisor, clerks, inspectors, etc., about job; check orders and order stock: prepare and arrange work area and material: remove or replace protective equipment; put on and remove items such as apron, gloves, glasses, leggings, paint protection, etc.; start or stop equipment; get and aside supplies, tools, prints, etc.; check work and equipment, sort, count, and record parts: punch job clock and/or record time, get tools, job, trucks, tractor, stock, oiler, supplies, etc.: move skids, change loads.
 - b. Attention to equipment and process -- Adjust and make minor repairs to tools and equipment: get oil, oil equipment; mechanical or electrical difficulties; add coolant, thinners, and processing materials; check and maintain setup -alignment of jigs, fixtures, gages, resetting stops, remove shavings.
 - c. Start or end of shift -- Start or stop equipment: open and close windows: turn lights on and off: clear right of way; get and aside equipment; clean equipment and work place.

- . These job delay percentage factors have been determined through detailed delay studies on a large number of factory operations and from knowledge gained through years of experience. Where an operator runs a single machine, the job delay factor amounts to four percent, in most cases, and where an operator tends machines in battery or operates two units, such as a furnace and press, the job delay factor amounts to six percent in most cases.
- C. Elements of work and/or interruptions that occur at a frequency directly related to the number of pieces or units produced but do not occur each cycle are not covered by the job delay factor and should be handled as follows:
 - Prorate the time for the element(s) into the incentive standard for the operation, if:
 - a. The occurrence covered by the element(s) requires less than six (6) minutes (7.80 standard minutes) to perform, or
 - b. The occurrence occurs at least once per shift.
 - Establish a separate incentive standard for the occurrence, if six (6) minutes (7.80 standard minutes) or more is required by the occurrence and it occurs less than once per shift.
 - Pieces or units produced refer to the unit covered by the incentive standard such as productive pieces or assemblies, setups, job changes, etc.
 - 4. The occurrence referred to in this Paragraph C may be made up by an element(s) of work as referred to above or by a combination of such an element of work and such an interruption if they occur in sequence.

Section 6. Terminology with Definitions

- A. Battery Combination Work Assignments are described as:
 - 1. Machine Tool Batteries:

Two or more machine tools operated by one operator as a combination work assignment. At least one of the machine tools must continue the machining cycle while the operator works or waits at the other machine tool or performs any other work.

2. Other Batteries:

- work at a machine or performs any other work during the machine tool machining cycle.
- b. Where the operator of a machine performs work at another machine or performs any other work during the machine cycle.
- Where the operator of processing equipment performs work at a machine or performs any other work during the processing cycle time.

B. Other Combination work Assignments:

Where one operator performs two or more operations, none of which continue its machining or processing cycle while the operator works at the other operations.

C. "MT" Machine Element or Process Cycle Time:

Elapsed running time for the machine or process controlled elements.

D. "R" Work Element Time:

Standard time in minutes for the elements of work that $_{\rm may}$ be performed during the running time of the machine or process.

E. "D" Work Element Time:

Standard time in minutes for the elements of work that must be performed while the machine or process cannot be in operation.

F. (I.D.) Inherent Delay:

The amount of time in standard minutes that an operator must wait for his machine or process after he has completed the work that can be performed during the machine element or process cycle of the operation.

G. "WAF" Work Assignment Factor:

The percentage that the manual work is of the floor-to-floor cycle modified by utilisation factor.

H. Machine Tool:

A non-portable power driven machine for milling, planing, turning, grinding, boring, drilling, sawing, or otherwise changing the material or parts by removing metal form of chips, fragments, spiral shavings or the like.

I. Machine (Other than Machine Tools):

A non-portable power driven device for cutting, shearing, punching, straightening, forming or otherwise working on and modifying material or parts.

J. Processing Equipment:

Powered equipment that subjects material or parts to a process or treatment in the course of manufacture that is not intended to change the size or shape of the material or part. Examples are heat treat furnaces, wheelabrators and flow coat painting.

K. "UF" Utilisation Factor:

Compensates for the additional operator waiting time which results from two or more machines being ready to be serviced simultaneously or of no machine being ready to be serviced because of variations in the floor-to-floor cycle time of the different operations run in the combination.

EXHIBIT "E"

ESTIMATED INCENTIVE STANDARDS

- A. The company may estimate standard hours for untimed incentive operations.
- B. The resultant estimated incentive standard will be issued and will be effective unless changed or withdrawn due to method changes and/or design changes, or replaced by the Company with an incentive standard for the operation established under the terms of the Standard Hour Plan.
- C. In the development of the estimated standard under the Standard Hour Plan, as referred to above, the Company will not be bound by any estimated time values.

EXHIBIT "F"

SENIORITY UNIT LIST (WITH SENIORITY CLASSIFICATION NUMBERS)

	(MITH SENT	ORITY C	LASSIFICATION NUMBERS)
Seniority	Seniority	Occ.	
Unit No.	Class No.	Code	Seniority Classification
900	3	T-1	Tool and Die Maker
	45	T-9	Tool and Die Repair
	47	T-10	Machine Hand
901	71	T-20	Tool Grinder
	170	Z-30	Production Tool Service
	223	W-11	Stores & Tool Crib Attendant
902	9	R-20	Electrician
	20	R-5	Machine Maintenance
	38	Q-1	Power House Operator and/or Maintenance
	40	R-15	Repair Mechanic (Industrial
			Trucks)
	41	R-25	Combination Welder
	42	R-37	Pipe Fitting, Heating and Ventilating Maintenance
	64	R-9	Building Repair and Maintenance
	76	R-62	Portable Tool Repair
	144	R-10	Building Repair and Maintenance
	147	R-38	Pipe Fitting, Heating and
			Ventilating Maintenance
	205	R-17	Truck, Tractor, Transporter or Battery Service
	273	R-19	Maintenance Oiler
	275	R-90	Maintenance Helper
903	50	U-12	Inspection Special
505			Investigator
	75	U-1	Inspector
	358	N-21	Layout and/or Checker
904	12	x-1	Machinist
	19	X-13	Instrumentation and Test Mechanic
	51	X-7	Mechanic
	52	X-45	Welder
	114	X-8	Mechanic
	165	X-26	Field Test Equip. Operator
	284	X-30	Helper
905	104	V-3	Semi-Trailer Truck Driver
	110	W-1	Warehouse or Shipping Checker
	161	W-2	Warehouser or Shipper
	209	v-1	Driver
907	227	W-18	Repair Parts Pick-up
	228	Z-14	Stock Chaser
	260	M-36	Assembly Salvage
	320	W-30	Materials Stocker

EXHIBIT F

Seniority Unit No.	Seniority Class No.	Occ. code	Seniority Classification
908	97	L-5	Spray Painter
	140	L-9	Flow Coat Painter
909	210	V-2	Industrial Truck Operator
910	286	Z-22	Mechanical Floor Cleaner - Driver
	308	L-17	Paint Stripper
	311	z-1	Yard and Factory Labourer
	313	Z-20	Janitor
911	230	Z-43	Inventory Counter or Checker
	256	M-23	Magnaflux Operator
	268	V-17	Material Handler
912	141	M-30	Production Parts Reclaimer
514	195	D-48	Saw Operator
913	158	V-13	Overhead Electric Crane Operator
713	220	V-15	Steel Storage Stocker
914	26	Z-32	Machining Setup
915	91	Z-52 F-50	Setup Welding
915	93	K-13	Setup Assembly
950	402	B-9	Rolls Operator - Hot
	405	B-2	Drop Hammer Forger
	414	B-3	Drop Hammer Over Hot
	417	B-11	Forge Machine Oper Hot
	418	B-14	Bulldozer Operator - Hot
	419	B-25	
	450	B-16	Bulldozer Operator - Cold
	451	B-17	Eyebender Operator
	452	B-31	Hand Bender - Hot
	473	M-5	Straightening Press Operator
	496	B-4	Drop Hammer Oper Cold
	497	B-32	Hand Setter - Cold
	576	M-4	Cold Work - Part Positioner
	625	B-33	Hand Straightener - Cold
	655	M-37	Tumbling Mill Operator
	727		Saw Operator
	843	C201	Press Operator
	845	C202	Shear Operator
	852	N-3	Bending, Forming & Rolling M/C
	002		Operator
955	466	H-1	Heat Treater
956	860	N-6	Flame Cutter Operator
957	675	D-1	Automatic Screw Machine Operator
901	874	D-81	Machine Tool Operator
		D-81 D-82	
	875	D-82 D-83	Machine Tool Operator
	876		Machine Tool Operator
	877	D-84	Machine Tool Operator
	878	D-85	Machine Tool Operator Machine Tool Check Chart
	702		(20 Sep/79) Radial Drill Operator

EXHIBIT F

Seniority Unit No.	seniority Class No.	Occ. Code	seniority Classification
	726 853	N-4	Threading Machine Operator Snag Grinder & Deburrer
959	463	F-1	Manual Arc Welder
	463	F-2	Manual Arc Welder
960	648	L-14	
961	570	F-14	
	570	F-15	
	570	F-16	
	588	M-49	
	633	L-20	
			Painting
	634	M-7	Arbor Press Operator
	651	M-20	Parts Cleaner
	659	M-36	Assembly Salvage
	662	M-26	Miscellaneous Processor
			Assembly-Bundling-Packaging Check Chart (10 Sept/76)
	755	K-8) K-9)	Assembler-Bundler-Packager
		K-10)	
	756	K-11)	Extra Line Assembler
962	477	W-1	Warehouse or Shipping checker
	525	W-2	
	609	W-50	Crate, Box & Pallet Repair and/or
			Assembler
963	446	C-18	Contour Nibbling & Punching Machine Operator