

No. OF 520
COLLECTIVE AGREEMENT
and NOMBRE D'EMPLOYÉS A H
BENEFITS PLANS

BETWEEN
JOHN DEERE WELLAND WORKS
OF
JOHN DEERE LIMITED
WELLAND ONTARIO

AND

THE NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF
CANADA (CAW-CANADA)
and its local 275

EXPIRES 30 SEPTEMBER 2001

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COLLECTIVE AGREEMENT

This agreement to be entered into as of the 24th day of October 1998.

BETWEEN :

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

(Hereinafter referred to as the 'Company')

AND -

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

(Hereinafter referred to as the "Union")

ARTICLE I - PURPOSE

1.01

The general purpose of this Agreement is to 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 recognizes 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, benefits 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 co-operative 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: Engineer, Senior Engineering Analyst, Standards Engineer, Analyst Programmer, Advanced Engineering Analyst, Field Test Coordinator, Materials Engineer, Traffic Clerk, Clerk-Typist, Record Clerk, Shipping Coordinator, Secretary, Purchasing Expediter, Maintenance Planner, Production Scheduler, Experimental Scheduler, Buyer, Coordinator Production Scheduling, Computer Programmer, Key Punch Operator, Computer Terminal Operator, Standard Data Applicator, Industrial Nurse, On-Line Computer Coordinator, 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.
- (c) the right to determine: the location and extent of its 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 No Discrimination

- (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, the Union and the employees agree that they will not discriminate against any employee because of his race, ancestry, religion, marital status, family status, sex, creed, sexual orientation, handicap, colour, place of origin, ethnic origin, citizenship, age or record of offenses, (as those terms are defined in the *Human Rights Code*), contrary to the provisions of the *Human Rights Code*.

4.02 Intimidation

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*, 1995 and the Union agrees that there will be no Union **activity** other than that which is expressly permitted by this Agreement.

4.03 Gender

Whenever the masculine gender is used in this Agreement it shall include the feminine.

ARTICLE V - UNION SECURITY

5.01 Deductions

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 employment, have deducted from their pay monthly Union dues and 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 Remittance

All dues and initiation fees deducted must be 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

5.03 Notification of Change

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 Company Indemnity

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 hours', twenty minutes (2.33) 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.

5.06 Method of Deduction

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 General Representation

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 Committeepersons, Chairpersons, Time Study Person

The Company agrees to recognize Committeepersons based on the following table.

Number of Wage Employees	Number of Committeepersons
0 to 300	4
301 to 550	5
551 to 750	6

A Committeeperson must be elected or appointed from the zone he represents. In addition the company agrees to recognize a Chairperson. The Chairperson shall be elected plant-wide and will work on the first shift. The zones will be identified as zone 1 through zone 5. The departments, areas, or buildings designated in each zone will be determined by the union for the term of the agreement unless changes are mutually agreed to by the parties. No employee shall be represented by more than one Committeeperson.

All Committeeperson will be assigned to the first shift. Any time spent by a Committeeperson on union business on second or third shift will only be compensated if requested by the Company. 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.

Union Time Study Representative:

To select a Union Time Study Representative Or Alternate, 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 Representative or Alternate 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.

The Alternate Union Time Study Representative will be used only during periods when the regular union Time Study Representative is out of the factory for durations longer than one day (i.e. vacation). The Chairperson will notify the Company when the Alternate will be acting as the Time Study Representative.

6.03 Negotiating Committee

The Company agrees to recognize the National Representative, President of the Local Union if not a Committeeperson, Chairperson and five (5) Committeepersons as the Negotiating Committee for the purpose of negotiating the renewal of this Agreement.

6.04 Notification of Names

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 Committeepenon or Chairperson not so named.

6.05 Duties and Responsibilities

Chairperson:

The Chairperson will have the right to devote full time to the discharge of his duties as Union Chairperson as specifically enumerated in this agreement. The Chairperson will report to the Manager of Human Resources. When it becomes necessary to visit a department in the factory, he will obtain permission from the Manager of Human Resources or his designated representative. He will advise the Manager of Human Resources of the general nature of the matter he is dealing with, if requested. The Company agrees to not unreasonably withhold such permission and the Union agrees to keep the time spent to the minimum necessary.

Committeeperson:

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 spent to the minimum necessary. The jurisdiction of a Committeeperson is limited to the department or group of departments he represents.

Union Time Study Representative:

The duties of the Union Time Study Representative shall consist of supporting CIPP plan development and maintenance, and in the investigation of disputes involving Article XV Wages, Section 15.06 Continuous Improvement Pay Plan.

6.08 Allowance for Time

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 working hours.

In addition, the Chairperson shall not suffer loss of pay up to a maximum of eight(8) 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 and fifty (250) hours per calendar year for time spent in carrying out his duties herein. The Manager of Human Resources and the Chairperson may by mutual agreement provide pay in excess of the hours provided in this paragraph.

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

6.07 Committeeperson During Lay-off

The Company agrees to retain the Plant Chairperson, Committeepersons and the Time Study Representative at work in their zone in the event of a lay-off or reduction provided they have the skill and ability to do the work required.

6.09 National Representative and President

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 Information Lists

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 Union Office

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 statements will be

distributed during regular work hours on the regular pay day.

- (c) Beginning 1 February 1999, employees will have their payroll cheques deposited directly to the employee's designated bank or credit union account(s) on Thursday of each week. Each employee will provide the Human Resource Department with the required banking information.

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 nit-picking 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 unless by mutual agreement of the parties.. 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 analyzing 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.

7.06 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

6.01 Probationary Employee

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 Seniority Employee

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 Grievance on a Discharge

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 Presence of a Committeeperson

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 Private Interview

(a) When a seniority employee is required to attend a disciplinary hearing, he will be given the opportunity, if he so desires, to have a private interview prior to the hearing of not more than fifteen (15) minutes with his Committeeperson.

(b) 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 Record of Discipline

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. In addition, if a verbal or written reprimand has been on file for one (1) year without any intervening disciplinary action, this discipline will not be taken into account in imposing discipline.

ARTICLE IX - GRIEVANCE PROCEDURE

9.01 Agreement

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 Definition

"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 Discussion with Supervisor

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 Time Limit

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 steps

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) 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) 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):

Louisa Davie

Ross L. Kennedy

Professor Gail Brent

Martin Teplitsky

Lennox MacLean

The party giving notice to arbitrate shall indicate in writing two (2) of the arbitrators who are not acceptable **as** arbitrator in the particular matter. The party receiving the notice to arbitrate shall indicate in writing two (2) of the remaining three (3) arbitrators who are not 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 Unresolved Payment Plan Grievances

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 Arbitrator's Decision

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 Arbitrator's Authority

The arbitrator shall not be authorized 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 Costs of Arbitration Proceedings

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 Time Limits and Procedural Requirements

The time limits and other procedural requirements set out in this Article IX are mandatory and not merely directory, therefore Section 48(16) of the Ontario *Labour Relations Act, 1995* or as it may be amended from time to time shall not apply. The parties

may *agree* to extend time limits provided they do so in writing.

9.10 'Bound By' Requirements of Arbitrator

It is agreed that any arbitrator appointed pursuant to Section 48 of the *Ontario Labour Relations Act, 1995* or as it may be amended from time to time 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 or 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 No Strikes or Lockouts

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, sit-down, 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 Discipline or Discharge

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

10.03 Definitions

The word "strike" and the word "lockout" shall be deemed to have the meaning given to these words under the Ontario Labour *Relations Act, 1995*.

ARTICLE XI - ORIENTATION

11 .01 New Employees

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

12.01 Acquiring Seniority

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 Reductions in the Workforce

Recognizing 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:

Step 1:

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.

step 2:

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 3:

Such junior employee displaced from his seniority unit will exercise seniority to displace the most

junior **employee** in the group - provided he is qualified to perform such junior employee's job.

Step 4:

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.

In each of the foregoing steps, when there are multiple reductions, the company will endeavour to place employees in assignments and/or departments in which they have prior experience.

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 focused 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 Recalls and Restorations

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 case 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 an employee is recalled, restored or assigned to a job assignment that is caused by an employee's absence due to an accident or illness, upon the return of the absent employee, the most junior employee who filled the vacancy will be displaced.

12.05 Job Posting

(A) When it becomes necessary to add employees to any seniority classification within an area or focused 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 focused factory.

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.
- (B) A vacancy created through an employee accident or illness 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*".
- (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) end (iii) of this clause (B).
- (C) The Company shall post the vacancy including the Pay level 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 end department or area in which the vacancy exists end the qualifications for the work assignment. The Company has the right to prescribe the qualifications necessary for each Posted vacancy.
- (D) Any employee with seniority, excluding these 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 end 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 Article 12.05.

(E) The senior job bid applicant will be selected on vacancies in Pay level 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 three (3) working days (seventy-two (72) 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.

The senior employee who submits an application form, if qualified, will be deemed to have accepted the position.

(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. In filling such vacancy the senior employee who placed his name on the vacant work assignment list, if qualified, will be deemed to have accepted the position.
- (J) The Company will endeavour to transfer the successful job bidder to the vacancy within fifteen (15) working days of the Human Resources Department notifying the successful bidder of the assignment. In special circumstances where it is not possible to transfer the successful bidder in accordance with this paragraph, the Chairperson and the Manager of Human Resources (or their designated representative) will jointly review the situation.

12.06 Transfer from Bargaining Unit

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 re-established.

12.07 Loss of Seniority and Employment

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 return to work on time;
- (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**

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.

12.09 Seniority Exceptions and Transfer of Daily Tasks

The seniority provisions provided for herein shall not apply in the following circumstances:

- (a) (i) against apprentices or trainees;
 - (ii) during the annual inventory and/or vacation shutdown period;
 - (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 Definition of 'Qualification' and 'Vacant Work Assignment'

- (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.

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.
 - (iii) when an employee with one (1) year or more of seniority is restored to his home classification to replace an absent employee, the period of eligibility will be restarted after the employee has been restored for more than 10 working days.

(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 employee shall be established as the employee's average wage rate (excluding any premium or bonus of any kind) for all hours paid for as hours worked on 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 wage rate(s) for the work performed on the lower rated work assignment(s) to which he is assigned or to which he is recalled during his eligibility period.
- (B) When a CIPP employee who otherwise qualifies, who is recalled or assigned to a NON-CIPP work assignment, the computation rate as determined in Article 13.03(A) will be converted to a NON-CIPP computation rate.
- (C) The Income Security Benefit shall be paid on a pay period basis.
- (D) 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 General Provisions

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 Definitions

(A) Definitions

- (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 defined in Article XXI.

- (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.
- (B) 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.

(F) Overtime 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.

(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 for such hours worked on Sunday.

(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 Paid and Unpaid Lunches and Number of employees on Continuous Shift

(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 (6) 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 Shift Premiums

Employees scheduled to work the second shift will receive a shift premium of 48.6 cents per hour for each hour worked on such shift.

Employees scheduled to work the third shift will receive a shift premium of cents 72.2 cents per hour for each hour worked on such shift.

The foregoing shift premiums will be paid only to employees who are actually regularly scheduled to work such shifts and the 48.6 cents premium shall not be paid

to employees on the first shift whose work continues into the second shift nor will the 72.2 cents 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 Allocation of Overtime

When overtime is required to be performed by employees of the same classification in a department, area or focused 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 focused 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 Overtime

(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 year (1 June to 31 May), 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) Saturday Preceding or Following a Holiday:

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 -Call-In Pay

(A) 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) Employees 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 their regular wage rate.

- (2) If the employee's job is not in Operation because Of an occurrence beyond the Company's control, such as tire, flood, or other weather conditions. explosion or power failure, the above provisions shall not apply.
- (B) 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) Employees 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 their regular wage rate.
 - (2) 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.
- (C) In either A or B above, 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.
- (D) The straight-time provided under this section 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 Basic Wage Rates

The schedule of basic rates listed in Exhibit "A". Rate Schedule, shall be effective during the term of this Agreement and subject to the provisions of this Article.

15.02 Total Wage Rates

- (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 employees shall be as follows:
 - (1)** The wage rates shall be the basic rates as shown in Exhibit "A" attached hereto.
 - (2)** In the case of employees having "Red Circle" rates:
The basic "Red Circle" rate shall be the basic "Red-Circle" rates as shown in Exhibit "F" attached hereto.

15.03 Cost of Living Adjustment

- (a)** A cost of living allowance as set forth in this section shall be effective on the effective date of this Agreement.
 - (1)** The cost-of-living allowance effective as of the effective date of this Agreement shall be one hundred and fifty one-thousandths percent (0.150%) and shall be applied as follows:
 - (a)** The cost-of-living allowance percentage shall be applied to the basic rates as shown in Exhibit "A" attached hereto 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 1998.
- (b) Thereafter, during the term of this Agreement, adjustments in the cost-of-living allowance shall be as follows:

Effective Date of Adjustment	Based upon the average of the Consumer Price Index for:
First pay period beginning on or after 1 December 1998 and at three-calendar-month intervals thereafter to 1 June 2001	August, September and October 1998 and at three-calendar-month intervals thereafter to February, March and April 2001.

- (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)		COST-OF-LIVING ALLOWANCE
AVERAGE OF THE PUBLISHED INDEX FOR THE STATED THREE- CALENDAR MONTHS		
184.10	OR LESS	0.000%
184.20	184.29	0.030
184.30	184.39	0.060
184.40	184.49	0.090
184.50	184.59	0.120
184.60	184.69	0.150
184.70	184.79	0.180
184.80	184.89	0.210
184.90	184.99	0.240
185.00	185.09	0.270
185.10	185.19	0.300
185.20	185.29	0.330
185.30	185.39	0.360
185.40	185.49	0.390
185.50	185.59	0.420
185.60	185.69	0.450
185.70	185.79	0.480
185.80	185.89	0.510
185.90	185.99	0.540
186.00	186.09	0.570
186.10	186.19	0.600
186.20	186.29	0.630
ETC.	ETC.	ETC.

- (d) The cost-of-living allowance percentage provided for above shall be applied in accordance with Section 15.03(a)(1)(a&b).
- (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.
- (g) 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 1998.

15.04 Job Classifications and New Job Classifications

- (a) The listing of job classifications and pay levels for wage 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.

15.05 Establishment of Rates of Pay:

- (A) The rates of individual employees hired after the effective date of this agreement shall be determined

by the rate chart attached hereto as Exhibit 'A' Rate Schedules.

- (B) The rate of an employee transferred within the bargaining unit after the effective date of this Agreement shall be as follows:
 - (1) If transferred to a job classification in the same pay level the employee's current rate.
 - (2) If transferred to a job classification in a higher or lower pay level, the rate of pay for that level based upon Exhibit 'A', Rate Schedules.
- (C) An employee's work assignment is the classification(s) of work to which he is assigned as his regular work and may involve a specific machine(s) process(es), equipment and/or work area(s).
- (D) Definition: Temporary Assignment (not a transfer or formal reclassification): When, upon its completion, the employee is expected to return to his former assignment. Except for a Special Duration Job Bid (12.05(B)) a Temporary Assignment will not exceed sixty (60) days.
- (E) When an employee is temporarily incapacitated from performing his regular work and is assigned by the Company to another work assignment, such work assignment will be considered a temporary assignment under D above, but will not extend beyond the duration of the period the employee would have been eligible to receive Weekly Indemnity Benefits had the incapacity been temporary total. The employee will be paid the wage rate of the temporary assignment or the wage rate of his regular assignment, whichever is higher. 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 had the incapacity been temporary total, the employee will be transferred and reclassified to the work assignment and paid accordingly.

15.06 Continuous Improvement Pay System

The Continuous Improvement Pay System (CIPP) rewards teams of employees for helping achieve continuous improvement of the operations to which they are assigned. Continuous improvement requires a cooperative effort from all employees, and provides employees the opportunity to both increase their earnings by sharing in these improvements and maintain a consistent weekly pay level.

(A) Outline of the Continuous Improvement Pay System

- (1) A Continuous Improvement Pay Plan provides incentive compensation to a team of employees for achieving continuous improvement on a weekly basis above the Base performance metric(s).
- (2) Weekly Plan Performance is a team's calculated weekly earnings level expressed **as** a percent. It is determined by increasing (or decreasing) the 115% weekly pay level for the team for the week by 67% of the percentage change in weekly results achieved, compared to each Base performance metric(s). When multiple metrics (e.g., quality, productivity, schedule performance, etc.) are used, each metric will be assigned a percentage weighting factor with the sum of the weighting factors equaling 100%. A Weekly Plan Performance is calculated for each metric **as** described above and then multiplied by its respective metric weighting factor. These individual metric calculations **are** then added together to arrive at the total Weekly Plan Performance.
- (3) Pay for an employee's **attendance hours while** participating in a CIPP application (input hours) within a given week is computed by multiplying **the** employee's CIPP base rate(s) times the Weekly Pay Level for the week. Weekly Pay Level for each CIPP application will be determined as follows:

- (a) The maximum Weekly Pay Level for a CIPP application is 115%. Weekly hours earned in excess of 115% will be allocated to the CIPP application's Reserve Fund.
 - (b) When Weekly Plan Performance for a CIPP application is between 100% and 115%, the hours required to build-up earnings to the maximum Weekly Pay Level for the plan's participants will be provided equally from the CIPP application's Reserve Fund Hours and the Company, if hours are available in the Reserve Fund.
 - (c) When a CIPP application's Weekly Plan Performance provides an earnings level that is less than 100% of an employee's input hours times their CIPP base rate(s), the Company will provide build-up hours to a weekly pay level of 100% of their CIPP base rate(s) for a plan participant's input hours in the plan. Weekly earnings will be built-up further to the maximum Weekly Pay Level according to Section 15.06(A)(3)(b).
- (4) An Average Semester Plan Performance for each CIPP application, weighted by the plan participants' weekly input hours, will be calculated for each Base metric at the end of 26 consecutive calendar weeks (Plan Semester) from the start of the plan and each 26 consecutive calendar week period, thereafter.
- (a) When the Average Semester Plan Performance for a metric is less than the Base Adjustment Level of 120%, its Base performance metric will not be changed for the next semester.
 - (b) When the Average Semester Plan Performance for a metric equals or exceeds the Base Adjustment Level of 120%, its Base performance metric will be adjusted so that the

weekly results which generated a Weekly Plan Performance of 120% during the semester will provide a Weekly Plan Performance of 115% during the next Plan **Semester**. In return for this adjustment, the Company will distribute a Base Adjustment Allowance of additional paid hours to the **plan participants equivalent to 5% of the plan input hours, factored by the Base metric's weighting.**

- (c) If a Base Adjustment Allowance is earned for a metric as provided in (4)(b) above during a current semester and there was a Base Adjustment, as provided in (4)(b) above, for that metric in one or two of the immediately preceding semesters, then an additional premium equal to the current Base Adjustment Allowance for that metric will be paid.
 - (d) Remaining Reserve Funds Hours (accumulated weekly Reserve Fund Hours less hours used for build-up) will be distributed to the plan's participants at the end of the Plan Semester. The Reserve Fund Hours and the Base Adjustment Allowance, if earned, will be distributed to the plan's participants based on a ratio of each participant's plan input hours to the total plan input hours during the semester.
 - (e) In the event the number of plan workweeks within a semester is less than twenty-two (22) workweeks the Base Adjustment Allowance, if earned, will be paid based on employee input hours factored up to the equivalent of twenty-four (24) workweeks.
- (5) Each Base performance metric will be established using historical data, when available, or through comparative data and/or appropriate engineering techniques, such that weekly results equal to the Base performance metric will yield a Weekly Plan Performance of 115%.

- (6) Employees' time for the following situations should be excluded when establishing the Base performance metric and not be included as plan input hours when they occur.
 - (a) Paid Lunch Hours
 - (b) Authorized Union Business
 - (c) Training outside of the plan of eight hours or more
 - (d) Catastrophic downtime
 - (et) Special projects/assignments outside of plan operation
 - (7) All attendance hours not included as plan input hours will be paid for at the appropriate Wage Rate unless otherwise provided for in this Agreement.
- (B) Maintenance of CIPP Applications
- (1) In addition to Base adjustments described in Section 15.08(A)(4)(b), adjustments to Base performance metric(s) and/or output standards will be made for the following conditions:
 - (a)** The Company invests greater than \$50,000, or \$5,000 per plan participant, whichever is less, in a CIPP application area.
 - (i) When an investment results in improved performance the adjustments will account for only 80% of the calculated improvement to allow employees time to adjust to the change.
 - (ii) When an investment results in deteriorating performance the adjustments will account for the full affect of the deterioration.
 - (b) Both parties agree that a change is necessary to assure the on-going competitiveness of the operation.
 - (c) Work is moved into the plan from another area or out of the plan to another area.

(d) Direct Labor is added to or deleted from the operations.

(e) Introduction of new or revised products.

When new or revised products are introduced into a plan, output standards for the new and revised products will be established based on the design and methods of manufacture for the new or revised product. At this time, the Company may update the output standards of all products produced by the plan participants. In this case, the ratio of output hours produced to the plan participants' input hours (Base performance metric) will be adjusted to produce the same Weekly Plan Performance for this metric that was achieved prior to the change in the output standards.

(2) Output Standards in CIPP applications will be established using procedures such as timestudy, standard data, plant data, video analysis, laboratory analysis, predetermined data systems, part family analysis or any combination thereof.

(3) In the event that a CIPP application is not producing the desired results, the parties agree to meet, determine the extent of the problem, and develop solutions within the framework of the Continuous Improvement Pay System.

(C) Standard Hour Plan Buyout

The SHP Conversion Factor which was established for eligible employees during the term of the 1995-1998 Agreement will be used as it was during that agreement for computing earnings for input hours in CIPP applications and for determining pay in special pay provisions identified in Article XV, Wages, Section 15.07, Special Pay Provisions. The SHP Conversion Factor will also be used in any successor pay plan that does not provide earnings opportunity comparable to the Standard Hour Plan.

Employees covered by this exhibit classified as hourly employees on 30 September 1995, who do not have a SHP Conversion Factor, will be guaranteed their weekly attendance hours times their hourly rate of pay as the minimum weekly pay when initially assigned to a CIPP application. This guarantee will extend for 6 months from the date of this permanent assignment.

15.07 Special Pay Provisions

In the following special conditions, an employee assigned to a CIPP plan shall be paid his Wage Rate X 115% for attendance hours that are not included as plan input hours.

- (A) Training (other than employee break-in)
- (B) Assignment to Non-CIPP work while his regular CIPP plan is in operation and the employee would otherwise be scheduled to work. The employee shall be paid their Average Straight-time Hourly Earnings as computed according to Article XV, Section 11

15.08 Adjustment of Wage Rate - Temporary Assignment

An employee temporarily assigned to perform work other than his regular work assignment (not a transfer or formal reclassification and the employee is expected to return to his regular assignment upon completion of the work) will have his wage rate adjusted as follows:

- (A) CIPP assigned employee
Wage Rate of the temporary CIPP assignment or the Wage Rate of his regular assignment, whichever is higher.
- (B) Non-CIPP assigned employee
 - (I) Assigned to CIPP Work - Wage Rate of the temporary assignment or the Wage Rate of his regular assignment, whichever is higher

- (2) Assigned to other Non-CIPP Work - wage rate of his regular assignment for the length of the shift, then the wage rate of his regular assignment or the wage rate of the temporary assignment, whichever is higher for any subsequent full days.

15.09 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.

15.10 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 his regular wage rate.

15.11 Computation of Average Straight-Time Hourly Earnings

The method of computing a wage employee's average straight time hourly earnings shall be **as** follows

Divide the sum of all money earned during the four (4) calendar weeks preceding such date for hours worked, excluding shift differential premium and overtime penalty pay, by the total of such hours worked. Newly hired employees or employees transferred from salary payroll to wage payroll shall have their average earnings based upon the wage rate of the classification to which they are first assigned until the next regular period for average earnings determination **as** outlined below.

An employee's average straight-time hourly earnings rate shall be his average straight-time hourly earnings for the four (4) week period prior to the notice given to the Union, and shall be effective the first day of the pay period the program is initiated (as set forth in the

Average Earnings Letter), and shall be his rate for the payment of average earnings for the four (4) weeks that follow introduction. The One (1) week lag shall be maintained during the Agreement. The annual inventory and/or vacation shutdown will be disregarded in determining the four (4) week computed workweeks.

	Calculate the AE Rate using earnings from	AE Rate Calculation Week
Week 1		
Week 2		
Week 3		
Week 4		
Week 5		
Week 6	Weeks 1-4	Week 6 First Week under this program
Week 7		Week 6
Week 8		Week 6
Week 9		Week 6
Week 10	Weeks 5-8	Week 10
Week 11		Week 10
Week 12		Week 10
Week 13		Week 10
Week 14	Weeks 9-12	Week 14
Week 15		Week 14
Week 16		Week 14
Week 17		Week 14
Week 18	Weeks 13-16	Week 18
Week 19		Week 18
Etc.	Etc	Etc

15.12 Productivity Bonus

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 \$1.06 for pay levels 1, 2 and 3 and \$0.56 for pay levels 4 through 10 for the agreement period.

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) The Retirement **Bonus** will be paid to **an** eligible employee upon his retirement. **The** amount of Retirement Bonus will be **\$5,008.00**.
- (2) There shall be deducted from the Retirement Bonus any amount required by Revenue **Canada** (Taxation Division).
- (3) 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**

ARTICLE XVII - LEAVE OF ABSENCE

17.01 General

"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 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 Public Office Leave

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 Educational Leave

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 recognized 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 Pregnancy and Parental Leave

A pregnancy leave of absence will be granted to any employee who becomes pregnant. A parental leave of absence will be granted to any employee upon the employee becoming a parent. Such leave of absence cannot exceed a twelve (12) month period. The employee shall give at least two (2) weeks' written notice of the date the leave is to begin., unless special circumstances (as defined in the Employment *Standards Act*) exist. An employee who wishes to end his leave prior to the scheduled date must give at least two (2) weeks' written notice of that date. This provision is not meant to conflict with any obligations which the Company may have under applicable laws.

17.07 Reinstatement at the end of all Leaves

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 Payment

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 Eligibility

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 First and Second Shift Employees

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 Third Shift Employees

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 Purpose of Hours Paid

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 Jury Duty During Vacation

If an employee is entitled to receive jury duty make-up 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 Definitions

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 Eligibility and Duration

When death occurs in his or her immediate family, i.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, 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 Conditions of Payment

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 First Day of Bereavement

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

19.04 Delayed Burials

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 Memorial Services

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 Multiple Deaths

In case of multiple deaths, no time is allowed beyond six (6) days following the date, or last date of death.

19.07 Cremation

An employee will be eligible for bereavement **pay** in instances where the body is cremated if the employee

attends a bona tide 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 Bereavement During Vacation

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 Eligibility and Payment

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 Computation

The pay allowances for this time will be computed at the employee's average straight-time hourly earnings rate.

20.03 With Vacation and a Holiday

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 Personal Illness

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 Holidays Observed

The Company will observe the following holidays:

New Years 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

21.02 Computation

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, mother-in-law, father-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 Criteria for 'Not Scheduled'

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:

- (1) 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(ii)(4) above, including an accident or hospitalization 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 Hours Paid

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 totaling 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 Exceptions

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 Day of Observance

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 Computation

Employees who qualify will receive eight (8) hours holiday pay at their regular average straight time hourly earnings rate, plus the appropriate night shift premiums.

21.08 Weekly Indemnity or Workers Compensation Benefits

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.

21.09 Holidays at Christmas Shutdown

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.

ARTICLE XXII - VACATION PLAN

22.01 Vacation Year and Weeks of Vacation

The vacation pay 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 1 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 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:

- (1) 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 Employment 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 excluding payment for non-economic loss.
 - (3) any Supplemental Weekly Indemnity - Occupational Benefits.
 - (4) any Weekly Indemnity Benefits.
 - (5) any payments received for Long -Term Disability.

22.03 Christmas Shutdown

- (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 not observed as holidays.

- (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:
 - (1) 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 Vacation Bonus

- (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 Terminated 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. During this period employees may be required to take vacation up to a maximum of four (4) weeks. For example, if the plant is closed for six (6) weeks, employees will only be required to take the first four (4) consecutive weeks as vacation. 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 year. The employee's vacation will then be rescheduled.
- (e) An employee eligible for vacation may request at the start of the vacation year his vacation entitlement in single day increments up to a maximum of 10 days, except as provided in paragraph (b) above. Single days may be scheduled under the following conditions:
 - (1) Single vacation days must be scheduled with mutual agreement between the employee and the

supervisor two days in advance of the day requested.

- (3) Employees will be paid one fifth of their weekly vacation total for each single day of vacation.
- (3) Single vacation days must be taken in full day increments.
- (4) Unused single vacation days will be scheduled according to the following schedule if not used by 01 January of each year:
 - (a) Unused days in excess of five (5) not scheduled by the employee as of 01 January of each year will be scheduled by the supervisor to be taken during the months of January and/or February.
 - (b) All other unused days, not scheduled by the employee as of 01 March of each year, will be scheduled by the supervisor to be taken during the months of March and/or April.

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 unless this extra day of vacation is re-scheduled at the discretion of the supervisor with due consideration being given to the wishes of the employee. 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 Safety Rules and Regulations

- (1) The Company will make adequate provision for the safety and health of all employees during the hours of employment.
- (2) The Company will make every reasonable effort to comply in a timely manner with all relevant legislation pertaining to Occupational Health and Safety.
- (3) The parties agree to co-operate in promoting measures to protect the health and safety of employees.
- (4) (a) If an employee encounters **an unsafe** condition he should report the condition **to his** supervisor immediately. The supervisor will investigate and determine a plan for corrective action
(b) The Company recognizes an employee's right to refuse unsafe work that places him or another person in danger. The Company agrees that no employee will be disciplined for properly exercising this right.

24.02 Safety Committee

The Safety Committee will consist of no more than four (4) management members selected by the Company and no more than four (4) members selected 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:

- (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 Workplace Safety and Insurance Board Form 7 to the Safety Committee. A complete Form 7 will be provided to the Chairperson or his designee upon receipt of a release form signed by the affected employee.
- (2) Be promptly notified of any fatalities, serious injuries or potential serious near misses, 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.

One (1) Safety Committee member nominated by the Union will receive training to become certified as required by the Ontario Occupational Health and Safety Act. The Company will pay this member of the Committee for time spent in fulfilling the requirements for becoming certified.

24.03 Physical Agents or Toxic Materials

- (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 Protective Equipment

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 Reimbursement for Safety Shoes

The Company will reimburse an employee for one (1) pair of safety shoes per year up to a value of One Hundred and Twenty five (\$125) per year provided proof of purchase is supplied to the Company.

24.06 Prescription Safety Glasses

The Company will continue its current practice of supplying prescription safety *glasses* at **no** cost to the employee.

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
R-20	Electrician
T-1	Tool and Die Maker
x-13	Instrumentation & Test Mechanic

Trainees **may** be enrolled in the following job classifications:

R-09	Building Repair and Maintenance
R-15	Repair Mechanic (Industrial Trucks)
R-37	Pipe Fitting, Heating and Ventilating Maintenance

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 Seniority Employees

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
(1) 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 experience).	14
(4) Evaluation of interviewer. Applicant's interest, sincerity and attitude.	10
(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
 - R9 Building Repair and Maintenance
 - R15 Repair Mechanic (Industrial Trucks)
 - R20 Electrician
 - R37 Pipe Fitting, Heating and Ventilating Maintenance
 - T1 Tool and Die Maker
 - x13 Instrumentation 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 Department with the applicant's high school and post secondary school education transcripts.
- (F) In the determination of work habits in (B)(3)(b) above, the Human Resources Department will communicate with the 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.

26.04 A Number of **Apprentices**

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:

1 st 1000 hours --	65% of the wage rate of the classification
2 nd 1000 hours --	70% of the wage rate of the classification
3 rd 1000 hours --	75% of the wage rate of the classification
4 th 1000 hours --	80% of the wage rate of the classification
5 th 1000 hours --	85% of the wage rate of the classification
6 th 1000 hours --	90% of the wage rate of the classification
7 th 1000 hours --	95% of the wage rate of the classification
8 th 1000 hours --	95% of the 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 wage rate will be increased to the wage rate 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 wage rate of the classification
2nd 1000 hours	75% of the wage rate of the classification
3rd 1000 hours	85% of the wage rate of the classification
4th 1000 hours	95% of the wage rate of the classification

- (e) Upon completion of the training requirements, the trainee's hourly rate will be increased to the wage rate 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 fulfil 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 Tools

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-1	Tool and Die Maker	
	Bench Work and Optional (including layout, build and inspect)	2750 Hours
	Grinder - Surface	300 Hours
	Heat Treat	100 Hours
	Lathe	1200 Hours
	Metallurgy	100 Hours
	Milling Machines	950 Hours
	Shaping, Planer or Slotter	300 Hours
	Power Saw-Contour	100 Hours
	Drill Presses	250 Hours
	Tool Crib	100 Hours
	Tool Design and Follow Up	800 Hours
	Tool Grinding	200 Hours
	Welding	150 Hours
	Related Classroom Study	700 Hours
	TOTAL	8000 Hours

R-20 Electrician

	Electrical Construction	2446 Hours
	(including powerhouse, substations, power supply, machines and lighting)	288 Hours
	Electrical Design	
	Machine Maintenance (hydraulics)	216 Hours
	Maintenance and Repair	4348 Hours
	(including such things as machine controls, welders, heat treating equipment, power supply, transformers, motors, motor repair, generators, hoists, cranes, elevators and power tools)	700 Hours
	Related Classroom Study	
	TOTAL	8000 Hours

R-5	Machine Maintenance	
	Electrical Maintenance	108 Hours
	Grinder (external, internal or surface)	324 Hours
	Heat Treat	72 Hours
	Hydraulics and Pneumatics	1728 Hours
	Lathe	420 Hours
	Milling Machines	418 Hours
	Repair and Overhaul	3592 Hours
	Shaper, Planer or Slotter	180 Hours
	Tool Crib	108 Hours
	Welding and Fabrication	350 Hours
	Related Classroom Study	700 Hours
	TOTAL	8000 Hours

X-13	Instrumentation & Test Mechanic	
	Build, Calibrate and Try out Instrumentation & Test Equipment:	1300 Hours
	Electronic	
	Electrical	1300 Hours
	Hydraulic	900 Hours
	Mechanical	700 Hours
	Maintain Instrumentation & Test Equipment	1600 Hours
	Familiarization on Instrumentation & Test Equipment: Stress Coat and Strain Gage Tests	200 Hours
	Dynamometer Tests	208 Hours
	Environmental, Vibration, Sound Tests	200 Hours
	Performance, Efficiency, Durability Tests	200 Hours
	Related Classroom Study	1392 Hours
	TOTAL	8000 Hours

R-37	Pipe Fitting, Heating and Ventilating Maintenance:	
	Pipe Fabrication	216 Hours
	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 plumbing and drainage system.	288 Hours
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	<u>350 Hours</u>
TOTAL	4000 Hours

R-09 Building Repair and Maintenance

Overhead Doors and Related Work	80 Hours
Concrete Work.	400 Hours
Maintenance and Repair	2880 Hours
Welding	80 Hours
Fabrication.	160 Hours
Related Study	<u>400 Hours</u>
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.	540 Hours
Chassis, Suspension, Springs, Axles	200 Hours
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	<u>360 Hours</u>
TOTAL	4000 Hours

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 Wetland, 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 - APPENDICES

(A) The parties have provided the benefits contained in the following Appendices which are made parts of this agreement and subject to all the provisions of this Agreement.

Appendix "1"	Benefits Plans John Deere Limited
Appendix "A"	John Deere Pension Plan for Wage Employees
Appendix "B"	The Health Benefit Plan for Wage Employees
Appendix "C"	The Disability Benefit Plan for Wage Employees
Appendix "D"	Supplemental Unemployment Benefit Plan Preliminary Provisions
Appendix "D-I"	Supplemental Unemployment Benefit Plan
Exhibit "B"	Automatic Short Workweek Benefit Plan
Appendix "F"	Tuition Refund Plan
Appendix "G"	John Deere Group Life and Disability Insurance Plan for Wage Employees
Appendix "H"	Profit Sharing Plan

ARTICLE XXX - DURATION

30.01 Effective Dates

This Agreement shall become effective on the Monday following the week in which the Company received notification from the Union that the Agreement has been ratified 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, 2001, 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 30.02 hereof of its desire to negotiate amendments to this Agreement.

30.02 Amendments

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, 2001, 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 WELLAND, ONTARIO THIS 24th DAY OF OCTOBER, 1998.

FOR THE UNION:

Don Romano
Brian Ewart
Steve Carter
Evan Garrett Sr.
Tom Harrietha
Ron Bucci
Len Hirscu
Mike Menicanin

FOR THE COMPANY:

Thomas O Cooney
David C. Harkin
Laurie Simpson
Chuck Kaufman
Ron Sovey
Frank ~~Matte~~

LETTER OF UNDERSTANDING

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

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

RE: OVERTIME DISTRIBUTION

During the course of the negotiations the parties discussed the Union's concerns about the Allocation of Overtime, Article 14.07. Among the issues discussed were:

- . Disparities in the overtime spread among employees in the overtime group: and,
- . Inconsistencies in the way overtime worked and declined is recorded on the overtime distribution list.

To resolve these issues the Manager, Human Resources, will discuss and review overtime distribution rules with the Chairperson in an effort to have uniform application throughout the factory. To further assure that overtime is being distributed in accordance with the established rules, a member of the Human Resources Department and the appropriate Committeeperson will review the records in each Department throughout the factory on a monthly basis.

DATED AT WELLAND, ONTARIO THIS 24th DAY OF OCTOBER, 1998.

FOR THE UNION:	FOR THE COMPANY:
Don Romano	Thomas O Cooney
Brian Ewart	David C. Harkin
Steve Carter	Laurie Simpson
Evan Garrett Sr.	Chuck Kaufman
Tom Harrietha	Ron Sovey
Ron Bucci	Frank Mattei
Len Hirsco	
Mike Menicanin	

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RE: PAID EDUCATION LEAVE

During the course of negotiations, the Company agreed to contribute \$0.02 (two cents) per actual hour worked, to the Union Paid Education Fund, effective with the signing of this Collective Agreement.

The Company agrees to forward a cheque quarterly, payable to the CAW Leadership Fund, to:

CAW- Leadership Fund
205 Placer Court
North York, Ont.,
M2H 3H9

Employees selected by the Union to attend courses will be granted a leave of absence without pay or loss of seniority for twenty (20) days time over a twelve (12) month period from the first day of leave.

**DATED AT WELLAND, ONTARIO THIS 24th DAY OF
OCTOBER, 1998.**

FOR THE UNION:

FOR THE COMPANY:

Don Romano
Brian Ewart
Steve Carter
Evan Garrett Sr.
Tom Harrietha
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Mike Menicanin

Thomas O Cooney
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RE: COMPUTATION OF AVERAGE EARNINGS

During the course of the 1998 negotiations the parties agreed to change the Computation of Average Straight-time Earnings from a two week period to a four week period.

Although the new language is contained in Article 15.11, the parties agree that the Average Earnings Section of the 1995 1998 AGREEMENT (Article 15.19) would be utilized until the migration to the new language. The Company will introduce the new method of computation as soon as possible, but will give the Union six (6) weeks notice prior to introduction.

**DATED AT WELLAND, ONTARIO THIS 24th DAY OF
OCTOBER, 1998.**

FOR THE UNION:

Don Romano
Brian Ewart
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Tom Harrietha
Ron Bucci
Len Hirscu
Mike Menicanin

FOR THE COMPANY:

Thomas O Cooney
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LETTER OF UNDERSTANDING

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RE: EMPLOYEE ASSISTANCE AND HARASSMENT

During the course of negotiations, the parties discussed:

Services for John Deere employees needing alcohol &
substance abuse treatment; and

Conflict between John Deere employees based on
allegations of harassment.

In an effort to effectively deal with these difficult situations, the
parties have agreed that the Chairperson and the Manager, Human
Resources will jointly monitor these issues and address them in an
expeditious manner as they arise.

**DATED AT WELLAND, ONTARIO THIS 24th DAY OF
OCTOBER, 1998.**

FOR THE UNION:

Don Romano
Brian Ewart
Steve Carter
Evan Garrett Sr.
Tom Harrietha
Ron Bucci
Len Hirscu
Mike Menicanin

FOR THE COMPANY:

Thomas O Cooney
David C. Harkin
Laurie Simpson
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RE: SOURCING

During the course of negotiations, the Union raised numerous concerns over the Company's sourcing actions (contracting in and contracting out) and its impact on past and future employment opportunities. Recognising the sensitivity and level of concern over this issue, the Manager, Human Resources agrees to meet with the Chairperson and review contemplated sourcing actions and masons for such actions.

Sourcing decisions will have no effect on the Company's practice of assigning employees with physical restrictions to modified work in an attempt to return them to their regular work assignments.

DATED AT WELLAND, ONTARIO THIS 24th DAY OF OCTOBER, 1998.

FOR THE UNION:

Don Romano
Brian Ewart
Stew Carter
Evan Garnett Sr.
Tom Harriattha
Ron Bucci
Len Hirscu
Mike Menicanin

FOR THE COMPANY:

Thomas O Cooney
David C. Harkin
Laurie Simpson
Chuck Kaufman
Ron Sovey
Frank Mattei

LETTER OF UNDERSTANDING

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RE: R37 SCHEDULE OF WORK PROCESS

During the course of 1998 negotiations, both parties agreed to upgrade the R37 Pipefitting, Heating and Ventilating Maintenance classification from a training program to an apprenticeship program. It was agreed that the company would develop a Schedule of work Processes within the first year of this Agreement.

DATED AT WELLAND, ONTARIO THIS 24th DAY OF
OCTOBER, 1998.

<u>FOR THE UNION:</u>	<u>FOR THE COMPANY:</u>
Don Romano	Thomas O Cooney
Brian Ewart	David C. Harkin
Steve Carter	Laurie Simpson
Evan Garrett Sr.	Chuck Kaufman
Tom Harrietha	Ron Sovey
Ron Bucci	Frank Mattei
Len Hirscu	
Mike Menicanin	

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RE: SKILLED TRADES AND CIPP

During the course of negotiations, the parties discussed the inclusion of employees in Pay Level 1 through 3 in CIPP applications. The parties agree that issues involving the inclusion of these employees in a CIPP application such as: changes in overtime groups and the selection of employees to be included in the plan will be resolved by mutual agreement of the parties.

**DATED AT WELLAND, ONTARIO THIS 24th DAY OF
OCTOBER, 1998.**

FOR THE UNION:	FOR THE COMPANY:
Don Romano	Thomas O Cooney
Brian Ewart	David C. Harkin
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Evan Garrett Sr.	Chuck Kaufman
Tom Harrietta	Ron Sovey
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LETTER OF UNDERSTANDING

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RE: CIPP STEERING COMMITTEE

During the Agreement period ending 30 September 1995, the Company and the Union worked closely together to "pilot" new forms of compensation which encouraged employees to utilise their knowledge, training, experience and talent in initiating changes and managing their workplace on a daily basis to achieve continuous improvement.

During the course of the 1995 and 1998 negotiations, both parties drew upon the knowledge gained from these pilot programs and agreed that they support a new culture that will allow the Company to remain competitive and provide premium wages to its employees. To aid in this transition and obtain maximum employee support and involvement in this process, a Joint CIPP Steering Committee was established. The Committee shall consist of three (3) or four (4) Company representatives and three (3) or four (4) Union Committeepersons. The Company and Union will appoint their representatives to the *Committee*, however, one (1) of the Union representatives will be the Chairperson of the Shop Committee, and one (1) of the Company representatives will be the Manager of Human Resources. The role of this committee is as follows:

Factory Joint CIPP Steering Committee

1. Establish and/or review an overall plan for the transition from the John Deere Standard Hour Incentive Plan to the Continuous Improvement Pay System.
2. Commission and provide guidance to Joint CIPP Maintenance Teams for plan development and implementation.
3. Resolve Continuous Improvement Pay System issues.

Additionally, the parties agreed that each CIPP application will be administered by a Joint CIPP Maintenance Team. The role of these teams is as follows:

Joint CIPP Maintenance Team

1. Develop a CIPP application within the parameters established by the Factory Joint CIPP Steering Committee.
2. Identify communication and training requirements for plan participants.
3. Assist in maintaining the CIPP application.

Both parties believe this process will eliminate the issues normally associated with these types of significant changes. However, in the event that issues involving the Continuous Improvement Pay System, or the details of a CIPP application established within its framework, cannot be resolved through this involvement process, the Company may elect to implement the CIPP application. If the issues are not resolved the parties may utilize Article 9.05A. The Company implemented CIPP application will remain in effect unless changed **by** the outcome of these proceedings.

DATED AT WELLAND, ONTARIO THIS 24th DAY OF OCTOBER, 1998.

FOR THE UNION:

Don Romano
Brian Ewart
Steve Carter
Evan Garrett Sr.
Tom Harrietha
Ron Bucci
Len Hirsco
Mike Menicanin

FOR THE COMPANY:

Thomas O Cooney
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LETTER OF UNDERSTANDING

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RE: TRAINING

The parties recognize the need to jointly promote training, re-training and personal development to meet the technological advances in the manufacturing environment and improve job skills for CAW represented employees. To this end, the parties agree to establish a team comprised of company and union representatives who will work through the John Deere Welland Works training process to identify, prioritize and participate in the delivery of training programs.

The objectives will be:

- provide opportunities for employees to upgrade their job skills
- improve opportunities for job placement and job retention for employees relative to their seniority
- contribute toward a goal of retaining senior employees at work
- contribute to the competitiveness and well being of the employees and the Company
- to jointly obtain funding for training purposes from various governmental agencies.

DATED AT WELLAND, ONTARIO THIS 24th DAY OF OCTOBER, 1998.

FOR THE UNION:	FOR THE COMPANY:
Don Romano	Thomas O Cooney
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Len Hirsco. Mike Menicanin	

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RE: SUMMER SHUTDOWN

This letter will confirm our understanding on scheduling employees to work during the inventory and vacation shutdown. The Company will normally schedule junior employees who do not have sufficient vacation entitlement for the whole vacation shutdown. If additional employees are required, the Company will assign work to the senior employees possessing the skills and qualifications, who **have** signed the shutdown work list.

**DATED AT WELLAND, ONTARIO THIS 24th DAY OF
OCTOBER, 1998.**

FOR THE UNION:

Don Romano
Brian Ewart
Steve **Carter**
Evan Garrett Sr.
Tom Harrietha
Ron Bucci
Len Hirsco
Mike Menicanin

FOR THE COMPANY:

Thomas O Cooney
David C. Harkin
Laurie Simpson
Chuck Kaufman
Ron Sovey
Frank Mattei

LETTER OF **UNDERSTANDING**

BETWEEN : JOHN DEERE WELLAND WORKS of
JOHN DEERE LIMITED,
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AEROSPACE, TRANSPORTATION AND
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and its Local 275

RE: CONTINUITY OF PAY

During the course of negotiations, the parties discussed the difficulties in continuity of pay for union officials when they are on leave of absence for 30 days or less for union business.

- (a) The Company will pay the union officials during such short term leaves of absence as though they were working in the factory
- (b) The Company will be reimbursed for the wages and related benefit costs of employees on union leave of absence by deducting those costs from the monthly payment of union dues. The related benefit costs include:

- *vacation pay
- *Christmas shutdown pay
- *shift premiums
- *productivity bonus
- *Company portion of CPP and EI deductions
- yearly profit sharing bonus (ii any)

DATED AT WELLAND, ONTARIO THIS 24th DAY OF OCTOBER, 1998.

FOR THE UNION:	FOR THE COMPANY:
Don Romano	Thomas O Cooney
Brian Ewart, Steve Carter	David C. Harkin
Evan Garrett Sr.	Laurie Simpson
Tom Harrietha	Chuck Kaufman
Ron Bucci	Ron Sovey
Len Hirsco. Mike Menicanin	Frank Mattei

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GENERAL WORKERS UNION OF CANADA
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and its Local 275

RE: RRSP SAVINGS PLAN

During the course of negotiations, the parties discussed the establishment of a Registered Retirement Savings Plan (RRSP) for wage employees. During the first year of the Labour Agreement the Company will investigate the feasibility of such a plan. The Chairperson will be informed of the progress of the investigation.

**DATED AT WELLAND, ONTARIO THIS 24th DAY OF
OCTOBER, 1998.**

FOR THE UNION:	FOR THE COMPANY:
Don Romano	Thomas O Cooney
Brian Ewart	David C. Harkin
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Mike Menicanin	

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RE: LUMP SUM PAYMENT

During the course of negotiations the Company agreed to pay a Lump Sum Payment in each of the second and third years of the agreement. Employees actively at work on the eligibility date will receive a Lump Sum Payment in each of the years of the Agreement in accordance with the following table:

Eligibility Date	Amount	Payable during week
30 Sep 1999	Actual hours worked per individual employee for the period 28 September 1996 - 26 September 1999 times \$0.70 per number of hours worked.	31 Oct 1999
30 Sep 2000	Actual hours worked per individual employee for the period 27 September 1999 - 24 September 2000 times \$0.70 per number of hours worked.	Oct 2000

An employee shall become eligible for a lump Sum Payment if he is actively at work on the eligibility date above. An employee who retires or dies during the term of this Agreement who, but for such retirement or death, would have had seniority **as of the** designated eligibility date, shall qualify for the lump sum.

DATED AT WELLAND, ONTARIO THIS 24th DAY OF OCTOBER, 1998.

FOR THE UNION:

Don Romano
Brian Ewart, Steve Carter
Evan Garrett Sr., Ron Bucci
Tom Harrietha, Len Hirsco
Mike Menicanin

FOR THE COMPANY:

Thomas O Cooney
David C. **Harkin**
Laurie Simpson
Chuck **Kaufman**
Ron Sovey, Frank **Mattei**

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RE: CHAIRPERSON COMPENSATION

During the course of negotiations, the Company agreed to provide overtime compensation to the Full-time Chairperson as follows:

A. Overtime compensation will be based on a determination of the average number of overtime hours worked each workweek by each bargaining unit employee. This average will be determined by dividing the total number of bargaining unit overtime hours worked for each workweek by the total number of bargaining unit employees who worked and received pay in the workweek.

B. The Chairperson will be paid time and one-half for the number of hours determined in Paragraph A above. Pay will be computed to the nearest one-tenth (.10) of an hour. Lump Sum Payments, as provided in the Current Agreement, will be applied to **each** overtime hour calculated under Paragraph A above.

C. No payment will be paid under this interpretation to the Chairperson for any absence as a result of vacation, in-plant injury for which he received a benefit under Worker's Compensation, or non-occupational illness or injury for which he receives a benefit.

D. This payment will not be made to any Alternate Chairperson.

DATED AT WELLAND, ONTARIO THIS 24th DAY OF OCTOBER, 1998.

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RE: CIPP IMPLEMENTATION

During the course of 1998 negotiations, the parties agreed that the following Standard Hour Plan applications would be continued until the work was converted to CIPP.

- . Dept. 40 large bucket robotic welding operations (LDOB)
- . Dept. 43.50 and 57 paintline operations (PLOI)
- . Dept. 80 warehouse and shipping operations (VVH01)

The Standard Hour Plan provisions set forth in the 1995-1998 Agreement will apply to the above operations . It was further agreed that the applications of these provisions would not extend beyond 01 June 1999.

DATED AT WELLAND, ONTARIO THIS 24th DAY OF OCTOBER, 1998.

FOR THE UNION:	FOR THE COMPANY:
Don Romano	Thomas O Cooney
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RE: RATIFICATION BONUS

During the course of negotiations the Company agreed to Pay a **\$1,000** Ratification Bonus as soon as practicable after ratification if ratification occurs by 25 October 1998. This Ratification Bonus will be paid to **all** employees actively employed as of 05 October 1999.

**DATED AT WELLAND, ONTARIO THIS 24th DAY OF
OCTOBER, 1998.**

FOR THE UNION:	FOR THE COMPANY:
Don Romano	Thomas O Cooney
Brian Ewart	David C. Harkin
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and its Local 275

RE: SOCIAL JUSTICE FUND

During the course of negotiations, the Company agreed to contribute \$0.01(one cent) per actual hour worked to the Social Justice Fund effective with the signing of this Collective Agreement.

The Company agrees to forward the contributions quarterly to:

**CAW-Social Justice Fund
205 Placer Court
North York, Ont,
M2H 3H9**

Information about the contribution, including the Local Number, the Bargaining Unit covered, the number of actual hours used in the calculation and the time period covered will be included. This information will be mailed to the following addresses at the same time the contributions are made:

**CAW-Social Justice Fund
205 Placer Court
North York, Ont.,
M 2 H 3 H 9**

**CAW Local 275
16 Steel St
Welland, Ont.
L3B 3L9**

attention: Ken Basil

**DATED AT WELLAND, ONTARIO THIS 24th DAY OF
OCTOBER, 1998.**

FOR THE UNION:

FOR THE COMPANY:

Don Romano
Brian Ewart
Steve Carter
Evan Garrett Sr.
Tom Harrietha, Len Hirsco
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Thomas O Cooney
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~~Chuck Kautman~~
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LETTER OF UNDERSTANDING

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RE: HEALTH PLAN CHANGES

During the course of negotiations, a number of changes were made to the Health Benefit Plan language with the intent of clarifying the application and administration of benefits. The parties agree that unless expressly provided such changes are not intended to result in the elimination of coverage currently provided. If such changes would result in the unintentional elimination of coverage previously provided, the Manager of Human Resources agrees to meet with the Chairperson to discuss the resolution of the issue.

**DATED AT WELLAND, ONTARIO THIS 24th DAY OF
OCTOBER, 1998.**

FOR THE UNION:	FOR THE COMPANY:
Don Romano	Thomas O Cooney
Brian Ewart	David C. Harkin
Steve Carter	Laurie Simpson
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RE: PRESCRIPTION DRUG MAIL ORDER

During the course of negotiations, the parties discussed the establishment of an optional Mail Order Prescription **Maintenance** Drug Arrangement for wage employees. During the first year of the Labour Agreement the Company will investigate the **feasibility** of such a plan. The Chairperson will be informed of the progress of the investigation.

**DATED AT WELLAND, ONTARIO THIS 24th DAY OF
OCTOBER, 1998.**

FOR THE UNION:

Don Romano
Brian Ewart
Steve Carter
Evan Garrett Sr.
Tom Harrietha
Ron Bucci
Len Hirsu
Mike Menicanin

FOR THE COMPANY:

Thomas O Cooney
David C. **Harkin**
Laurie Simpson
Chuck **Kaufman**
Ron Sovey
Frank Mattei

EXHIBIT "A"
Rate Schedule

Pay Level	CIPP RATES	NON-CIPP RATES
1	19.830	22.010
2	19.305	21.430
3	18.420	20.450
4	17.795	19.505
5	17.085	18.955
6	16.510	18.305
7	15.940	17.630
8	15.510	16.985
9	15.090	16.450
10	15.090	16.035

Effective with the ratification of this agreement, newly hired employees will start at 80% of the appropriate base rate. The employees rate of pay will increase by 3.33% each 6 months from the date of hire. Employees changing pay level will remain in the same service step in the schedule.

EXHIBIT "C" SENIORITY CLASSIFICATIONS

Seniority Unit	Pay Level	Occ Code	Job Title	Group
950	5	B025	Punch Press Operator Hot	A
950	6	C060	Metal Fabricator	A
957	5	D082	Machine Tool Operator	A
957	6	D083	Machine Tool Operator	A
963	6	D102	Manufacturing Cell Operator	A
963	6	D103	Manufacturing Cell Operator	A
959	5	F001	Manual Arc Welder	A
959	5	F002	Robotic Welder Operator	A
915	5	F050	Setup Welding	B
961	6	K008	Assembler (Assembly Check Chart)	A
961	7	K009	Assembler (Assembly Check Chart)	A
961	8	K010	Assembler (Assembly Check Chart)	A

Seniority Unit	Pay Level	Occ Code	Job Title	Group
961	9	K011	Assembler (Assembly Check Chart)	A
916	6	K013	Assembly Setup	B
908	6	L005	Spray Painter	B
908	7	L009	Flow Coat Painter	B
960	9	L014	Transfer Applier	A
910	8	M044	Shotblaster	B
956	6	N006	Flame Cutter Operator	A
903	2	N021	Layout and/or Checker	B
902	2	Q001	Power House Operator	B
902	2	R005	Machine Maintenance	B
902	4	R009	Building Repair and Maintenance	B
902	3	R015	Repair Mechanic (Industrial Trucks)	B
902	7	R019	Maintenance Oilier	B
902	2	R020	Electrician	B

Seniority Unit	Pay Level	Occ Code	Job Title	Group
902	3	R025	Combination Welder	B
902	2	R037	Pipefitting, Heating & Ventilating Maintenance	B
902	5	R062	Portable Tool Repair	B
900	1	T001	Tool and Die Maker	B
900	3	T009	Tool and Die Repair	B
903	5	U001	Inspector	B
903	4	U012	Inspection- Special Investigator	B
909	8	V002	Industrial Fork Truck Operator	B
905	6	V003	Semi-Trailer Truck Driver	B
913	7	V013	Overhead Crane Operator	B
913	7	V015	Steel Storage Stocker	B
911	9	V017	Material Handler	B
905	6	W001	Warehouser or Shipping Checker	A
905	7	W002	Warehouser or Shipper	A

Seniority Unit	Pay Level	Out Code	Job Title	Group
901	8	W011	Stores and Tool Crib Attendant	B
907	8	W030	Materials Stocker	B
904	3	X007	Mechanic	B
904	5	X008	Mechanic	B
904	2	X013	Instrument and Test Mechanic	B
904	7	X026	Field Test Equipment Operator	B
904	3	X045	Welder	B
907	8	Z014	Stock Chaser	B
910	10	Z020	Janitor	B
910	9	Z022	Mechanical Floor Cleaner - Driver	B
901	7	Z030	Production Tool Service	B
914	3	Z032	Machining Setup	B
918	3	Z034	Welding Tryout (Methods Department)	B
911	8	Z043	Inventory Counter or Checker	B

EXHIBIT "F"
RED-CIRCLE RATES

(A) Individual Red Circle Rates

- (1) So long as an employee listed herein is employed in the job classification(s) listed opposite his name, his "red-circle" basic rate shall be retained for the duration of the agreement subject to all of the provisions of this Exhibit "F".
- (2) When an employee covered by this Exhibit "F", Paragraph (A)(I) (above) is reduced from the classification listed opposite his name, this Paragraph (A) will no longer be applicable. If the employee is restored to the classification opposite his name, Paragraph (A) shall be reinstated. An employee will lose all rights under this paragraph (A) above if the employee loses his rights to the classification listed opposite his name in this paragraph A.

(B) Temporary Assignments

In the application of Article 15.08(B)(1), the wage rate of their regular assignment will be the **wage** rate shown in the (CIPP) column below.

Note: An employee listing showing Individual Red-Circle rates will be maintained in the Human Resources Department.

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APPENDIX "1"
BENEFIT PLANS

**ARTICLE 1 JOINT COMPANY-UNION
PENSION BOARD**

Section 1. Members

- A. A Joint Company-Union Pension Board, Hereinafter called the Pension Board, shall be established, consisting of six members, three of whom shall be appointed by the Company and three of whom shall be appointed by the Union from among the employees in the bargaining unit represented by the Union. The Company shall compensate each Union appointee for work time lost in any regular meeting of the Pension Board, as herein provided, up to but not in excess of two hours per month, and, in the event of a special meeting requested by the Company members, the Company shall compensate each Union appointee for work time lost in such special meeting, as herein provided, up to but not in excess of two hours per month, in each case computed on the same basis as pay for grievance time. The parties shall complete the appointment of their respective members within thirty **(30) days** from the **date** of signing the Collective Bargaining Agreement.
- B. Either party may at any time remove a member appointed by it and may appoint a new member to fill any vacancy among its appointed members. Each party shall notify the other party in writing of the members or replacements that they appoint before such member or replacement may serve on the Pension Board and before such appointment shall become effective.
- C. The members appointed by either party may, by giving prior notice to the members appointed by the other party, have one advisor attend any meeting to advise

them and to assist in presenting their views to the Pension Board as hereinafter provided. In such an event, the members appointed by the other party may also have one advisor present in the same capacity. Neither advisor shall be considered a member of the Pension Board nor shall have a right to cast a vote.

Section 2. Secretary

- A. Immediately upon the appointment of the Pension Board members by the parties, the Company shall appoint a Secretary to the Board who shall serve until such time as he or she may resign, or die, or until removed by a majority vote of the Pension Board. The Secretary shall attend all Pension Board meetings, but shall not be a member of the Board and shall not have any right to vote at any Board meeting.
- B. In the event of the removal of the Secretary by resignation, death, or written notice of removal by the Pension Board, the Company shall appoint a new Secretary.
- C. The duties of the **Secretary** shall include the following:
 - (1) To receive on behalf of the members of the Board, the information to be furnished to the Pension Board by the Company as hereinafter provided.
 - (2) To receive on behalf of, and at the next regular meeting to distribute to the members of the Pension Board, a copy of any notice by the Company to an employee of that employee's normal or postponed retirement date.
 - (3) To receive on behalf of the Pension Board any written pension applications filed in triplicate (as set out in Exhibit "P-4," Application for Pension, on forms furnished by the Company) concerning any member(s) of the bargaining unit represented by the Union for review at the next regular Board meeting. A copy of Exhibit "P-4," Application for Pension, and a pension calculation estimate will be furnished to the Union members at **least five**

working days in advance of the regular Board meeting.

- (4) To receive and present to the Pension Board at the next regular meeting, employee requests for review (as set out in Exhibits "P-6" and "P-2" on forms furnished by the Company) which are appealed to the Board.
- (6) To secure additional information requested by the Pension Board for the review and disposition of cases presented to it.
- (6) To notify employees and to authorize the Trustee to make pension payments in the detailed amounts as directed by the Pension Board. Such notice and authorization will be in the amounts as set forth on "P". Exhibits.
- (7) To take the official minutes and keep all official Pension Board records, such minutes being subject to approval by the members of the Pension Board, sufficient copies of which will be furnished to the members of the Pension Board. "Sufficient" shall mean six copies for the three members appointed by each party.
- (6) To notify the Pension Board members prior to any monthly meeting date, when there is business to be considered by the Pension Board. Written notice of meetings, including copies of all "P" Exhibits to be acted upon, will be furnished to Pension Board members at least five working days in advance of the regular Board meeting.
- (9) To furnish to the Union members one copy of all "P" Exhibits signed by Pension Board members.
- (10) Notify the Chairperson, at the direction of the Board, of any meeting at which a tie vote is to be resolved.
- (11) To perform such other incidental duties as the Pension Board, within its powers, directs.

Section 3. Authority and Jurisdiction

- A. The Pension Board, in connection with employees in the bargaining unit represented by the Union, shall have, but be limited to, the following authority and jurisdiction:
- (1) To consider any dispute involving the correctness of any determination of service credit, as hereinafter provided which is challenged within the prescribed time limits.
 - (2) To consider employee pension applications and employee requests for review as to (1) the employee's amount of service credit, (2) age, (3) the average annual earning for the purpose of computing the amount of monthly pension payable (4) the amount of monthly pension benefit, if any, payable and (5) disapprove or approve for payment or make the corrections necessary for such approval of payment. Disapproval by the Board of pension applications shall be recorded on the form as set out in Exhibit "P-5" "Notice of Rejection of Application for Pension," and a copy shall be transmitted to the employee by the Secretary of the Board.
 - (3) To consider notice of employee terminations under Article III, Section 5, of the John Deere Pension Plan for Wage Employees and to determine and notify such employees of their vested rights under Article III, Section 5. of the John Deere Pension Plan for Wage Employees on the form as set out in Exhibit "P-3."
 - (4) To direct the Secretary to secure any additional information required for the review and disposition of cases presented to it.
 - (6) To direct the Secretary **to** forward the authorization to make pension payments in the detailed amounts as directed by the Pension Board to the Trustee and to forward to the employee the "Notice of Retirement." Such transmittal shall be made by

the Secretary on the form as set out in Exhibit "P-8."

- B. The members of the Board, by mutual agreement may appoint a physician or an approved clinic or the staff of an approved hospital who will determine any dispute between the members of the Board over whether or not any employee in the bargaining unit represented by the Union is, or has remained totally and permanently disabled as defined by the Plan.
- C. The Pension Board shall have no authority to alter, change, detract from or add to any of the provisions of the John Deere Pension Plan for Wage Employees or this Appendix "1" and must interpret and apply the provisions of the John Deere Pension Plan for Wage Employees only insofar as such interpretation and application are necessary to make a determination of the individual case under consideration.
- D. The Pension Board's determination of matters properly referred to it as herein provided shall be final and binding on both parties to this Collective Bargaining Agreement and the employees affected thereby.
- E. The Board may, from time to time, review its forms, methods of distribution of necessary information to employees and its operations, such as evidence for verification of age, birth certificate, employment records, etc., and make changes therein consistent with all other provisions of the Plan and this Agreement with the approval of the Union and the Company. The review provided for in this Section shall not be within the jurisdiction of the Chairperson, and he or she shall have no authority to vote upon such matters.

Section 4. Procedure

- A. Two Company members and two Union members shall constitute a quorum of the Pension Board, and no business of the Pension Board may be transacted without a quorum. At all meetings of the Pension

Board, the Company members shall have a **total** of three votes and the Union members shall have a total of three votes. The vote of any absent member shall be cast by the members present who were appointed by the same part that appointed the absent member.

- B. Decisions of the Pension Board shall be by a majority vote of the Pension Board.
- C. In the event of a tie vote by the members, the Pension Board shall direct the Secretary, as hereinafter provided, to notify the Chairman of the tie vote and to request his or her attendance at the next regular meeting. However, if it is impossible for the tie vote to be resolved before the pensioner's payment(s) become due, the applicant will be paid or not paid as originally determined (in the case of an employee request for review): and in other cases, after disposition of such cases by the participation of the Chairperson and effective as of the date of retirement as determined by the Board.
- D. The Pension Board shall meet once each month at a time to be agreed upon by the members of the Board in an office to be furnished by the company, unless there is no business for the Board to consider.
- E. Although there is no official business to be considered, a regular monthly meeting of the Board can still be held, or a special meeting of the Board may be called by unanimous vote of the members.

Section 5. Chairperson of the Board--Selection of

- A. Within thirty (30) days after their selection, the members of the Board, by unanimous vote, shall appoint an impartial umpire who shall **act as** a member and Chairperson of the Board in connection with those issues on which that person has been notified to attend, and who shall serve until such time as he or she may resign or dies or until he or she may be discharged by any three (3) members of the Board. In

the event the Chairperson is discharged, the discharging members shall do so by notifying the Chairperson and the other three (3) members in writing, stating the reasons therefor.?

- B. The fees and expenses of the Chairperson shall be shared equally by both parties to this Agreement.

Section 6. Chairperson of the Board-Duties

The Chairperson of the Board shall function as follows:

- A. In the event of a tie vote by the members, the Board Chairperson shall attend meetings, be considered a member of the Board and have the right to cast the deciding vote, and then only in connection with issues within the authority and jurisdiction of the Board.
- B. The Chairperson shall have the same authority and jurisdiction as other members of the Board on issues properly to be considered by such chairperson, except that he or she shall also act as Chairperson of the Board during its consideration of such issues.
- C. The Chairperson of the Board, before voting on such issues, shall give the members of the Board who so desire an opportunity to present their claims and views in such manner as they may elect.
- D. The Chairperson, in considering such issues, may determine the relevancy of any evidence presented.
- E. The decision of the Chairperson shall be reduced to writing, and the concurring and/or dissenting votes of the members shall be noted thereon. Any dissenting member may file an explanation of the minority vote with the Chairperson's decision.
- F. The Chairperson's decision shall set out his or her vote, and shall also explain it by citing the provisions of the Plan, the facts, and reasoning on each issue involved.
- G. The Chairperson's decision, along with the explanations of the minority votes, if any shall on such issues constitute the decision of the Board and a copy

shall be furnished to each member of the Board, the Board secretary, and to each party to this Agreement.

Section 7. Request for Review

A. Employee request for review over eligibility may be referred to the Pension Board as follows:

- (1) Such requests for review over the eligibility of an employee to receive a pension, or over the amount of such pension, must be referred in writing and signed by the employee affected. It must be referred to the Secretary of the Pension Board at the office of the Company within thirty days from notice to the employee by the Secretary of the Pension Board as to the employee's retirement, or within thirty days from the Secretary's notice of the Pension Board's decision on any application for pension. Such requests for review must be filed with the Secretary on Exhibit "P-6" furnished by the Company.

B. Employee requests for review over total and permanent disability may be referred to the Pension Board as follows:

- (1) Such requests for review may be filed by any employee over whether he or she is totally and permanently disabled as defined by the John Deere Pension Plan for Wage Employees and as determined by the Pension Board. Such requests for review must be in writing, signed by the employee, and filed with the Secretary of the Pension Board within thirty days from the date of the Company's written notice on the matter to the employee, on Exhibit "P-6" furnished by the Company.

C. Employee requests for review of service credit may be referred to the Pension Board as follows:

- (1) Any employee who, upon receiving from the Company a notice, "Statement of Service Credit Not Earned," on Exhibit "P-I" and as provided for

in Article II of the John Deere Pension Plan for Wage Employees may within thirty days from receipt of such notice file with the Secretary of the Pension Board a Request for Review of such statement on Exhibit "P-2" furnished by the Company.

- (2) Any employee who, upon receiving from the Company a, "Notice of Denial of Re-establishment of Service Credit," on Exhibit "P-14" and as provided for in Article II of the John Deere Pension Plan for Wage Employees may within thirty days from receipt of such notice file with the Secretary of the Pension Board a Request for Review of such statement on Exhibit "P-2" furnished by the Company.
- D. Questions concerning pensions, including any requests for review, shall be handled only as outlined in this Appendix "1" in place of the review procedure provided in the John Deere Pension Plan for Wage Employees, Appendix "A", Article I, Section 13-B and shall not be filed or handled as grievances or be subject to arbitration under the terms of the Collective Bargaining Agreement between the parties, and no arbitrator shall have authority to undertake consideration of any such questions or request.
- E. In the event the seniority and employment of any employee is broken under the terms of the Collective Bargaining Agreement; and if there is any complaint on the part of the employee, the issue, including any question of the employee's inability to perform efficiently work for the Company, will be determined through the Grievance Procedure (including arbitration) as provided for in the Collective Bargaining Agreement. However, the employee being so removed may be eligible for benefits under the John Deere Pension Plan for Wage Employees; and any questions within the jurisdiction of the Pension Board shall be determined by the Pension Board.

Section 8. Reports to the Board

- A. The Company will furnish to the Secretary for transmittal to the Pension Board the following information with respect to the operation of the John Deere Pension Plan for Wage Employees:
- (1) A monthly statement showing the name, age and amount of service credit of employees in the bargaining unit represented by the Union, if any, who have filed pension applications with the Secretary since the last meeting of the Pension Board.
 - (2) The complete annual report of the actuarial valuation of the plan prepared by the enrolled actuary for the plan.
 - (3) An annual report from the Administrator showing the names of retired employees of the bargaining unit and the total of the disbursements to each during the year.
 - (4) Such information **as** to the age, sex, earnings, and service of employees covered by the John Deere Pension Plan for Wage Employees, and amount of pensions and supplemental allowances by age groups as the Board may reasonably require, but in no event shall the Company be required to furnish the Board with any data not furnished by the Company to the actuary.
- B. The Company will provide the Pension Board with such clerical assistance and office supplies as the Pension Board Secretary may require in the performance of his or her duties.

ARTICLE II UNION OFFICIALS

Section 1 Service Credit

- A. In the event that any regular full-time National Union Representative on leave from the Company or a Company employee who serves as a Local President, Financial Secretary, Chairperson, Shop Committeeperson, or Union Time Study Representative does not work 500 hours in any anniversary year, as provided for in Article II of the John Deere Pension Plan for Wage Employees, then any leave from active employment for such National Union business or for Local Union business, under the provisions of Article XVII, Section 17.03, "Leaves of Absence" of the Collective Bargaining Agreement between the parties shall be treated as time worked for purposes of qualifying for a year of service credit for such year.

Section 2. Pension Benefits

- A. The Local Union representatives listed above who lose time during regular scheduled work hours (not to exceed eight hours in any scheduled workday or forty hours in one scheduled workweek) for conducting Union business and for which they are not paid by the Company, but are paid by the Union, will, only for the purpose of computing pension benefits, be credited with such earnings on the basis of their average straight-time hourly earnings. The procedure for administering this provision will be determined by the Company.
- B. Any regular full-time National Union Representative on leave from the Company, who retires on or after 1 November 1989, and who has accrued service credit as provided in Section 1-A above, shall at retirement have his or her average monthly earnings, as determined on the effective date of such leave, as

defined in Appendix A, Article III, Section I-C, adjusted on the effective date of each applicable cost-of-living allowance(s) and general wage increase(s), if any, which become effective immediately after commencement of such leave and prior to the date of retirement.

Section 3. Life Insurance

- A. A Local Union representative listed above who is absent from work for Local Union business as set out in Article XVII, Section 17.03, "Leaves of Absence" of the Collective Bargaining Agreement between the parties may request that such absence be treated as time worked for the purpose of earnings brackets and qualifications under the John Deere Life and Disability Insurance Plan for Wage Employees.

ARTICLE III PART-TIME EMPLOYEES

Section 1. Part-Time Employees

Employees covered by the Collective Bargaining Agreement that work not more than 24 hours per week are considered Part time employees and will be eligible for only the minimum amount of benefits allowed by law.

APPENDIX "A"
**JOHN DEERE PENSION PLAN FOR WAGE
EMPLOYEES**

ARTICLE I ESTABLISHMENT OF PLAN

Section 1. Purpose

The purpose of this Plan, which is to be known as the John Deere Pension Plan for Wage Employees is to promote the mutual interests of John Deere Limited and its subsidiaries, hereinafter designated as the Company, and the Wage employees of the Company, except employees of retail establishments in Canada .

Section 2. Object

The object of this Plan is to provide disability and retirement benefits for employees, supplementing benefits payable under the Old Age Security Act or other statutory benefits. The benefits payable under this Plan are at all times subject to the requirements, minima and maxima imposed by the Ontario Pension Benefits Act RSO 1990 and regulations there-under, the Income Tax Act (Canada) and regulations thereunder and any other legislation, binding directive or administrative rules of any governmental authority to which the Plan is or may become subject as the same may be amended from time to time. Hereinafter such legislation and regulations will be referred to as "Applicable Legislation".

John Deere Limited shall be the Administrator of this Plan.

Section 3. Cost of Benefits

Except as hereinafter provided, the cost of providing benefits under this Plan will be borne by the Company.

The expenses incurred in the operation of this Plan shall be paid from the Trust Fund unless paid by the Company.

Section 4. Effective Dates

The effective date of this Plan shall be 1 April 1955, with respect to employees of the Company in active service on or after such date. Except as otherwise provided, the Plan as amended herein shall be effective from 1 October 1998.

The Fiscal Year of this Pension Plan commences on the 1st day of January and ends on the 31st day of December.

Section 5. Statutory Benefit Defined

“Statutory benefit” as used in this Plan means unreduced benefits from the Old Age Security Act, the Canada or Quebec Pension Plan or any equivalent federal or provincial law providing old age benefits.” The statutory benefit under each act or law providing statutory benefits shall be considered to commence on the date on which the retired employee first receives or shall become eligible to receive statutory benefits under such act or law. Any changes in the amount of the statutory benefit under such **act** or law after the retired employee first receives or becomes eligible to receive such statutory benefits shall not affect benefits under this Plan. Any reduction or cessation of statutory benefits because the retired employee has disqualified himself or herself shall be disregarded, and the amount of statutory benefit considered under this Plan shall be the amount that would **have** been payable to the retired employee except for such disqualification.

Section 6. The Trust Fund and the Trustee

A trustee shall be designated by the Company and a Trust Agreement executed between the Company and such Trustee, under the terms of which a Trust Fund will be established to receive, hold, invest, and reinvest contributions made by the Company, interest and other income, and to pay the retirement benefits provided for in Article III, Article IV, Article V and Article VI of this Plan.

The Company will determine the form and terms of any such Trust Agreement, may remove any Trustee or select any successor Trustee, and may modify, amend or alter any such Trust Agreement at any time.

The investments of the Trust Fund shall be restricted to the securities and loans prescribed by Applicable Legislation and all investments shall be made in accordance with the terms of the Trust Agreement and the Statement of Investment Policies and Goals.

Section 7. Payments to the Trust Fund

The Company will, as specified below, contribute such amounts, as are determined by an actuary or firm of actuaries chosen by the Company and qualified through Fellowship of the Canadian Institute of Actuaries, hereinafter referred to "the Actuary", necessary to provide the pension, ancillary and other benefits in accordance with Applicable Legislation.

In particular, such amounts include payments made in respect of the normal cost of benefits under the Plan and such special payments for the liquidation of any going concern unfunded actuarial liabilities and solvency deficiencies in accordance with and within the limits permitted by Applicable Legislation.

Contributions required in respect of the normal cost of benefits shall be paid into the Trust Fund in monthly installments within thirty **days** after the month for which contributions are payable.

Special Payments towards any going concern actuarial liabilities or solvency deficiencies shall be paid into the Trust Fund in monthly installments.

Section 8. Administration and Termination

Except as otherwise specifically provided, this Plan shall be administered by the Company and shall be subject to amendment, modification or termination by action of the Board of Directors of the Company at any time. If this

Plan is ever terminated, the assets comprising the Trust Fund shall be used and applied first towards the Provision of pensions and other benefits of employees, former employees, pensioners, spouses, dependents and estates accrued in accordance with these provisions with respect to service up to the date of such termination in an equitable manner determined by the Company. based on the advice and recommendation of the Actuary and subject to compliance with applicable legislation as the same may be amended from time to time. If those assets on the date of such termination exceed the amount required to provide for all such accrued pensions and other benefits, the excess shall revert to the Company. In no event shall any part of those assets revert to the Company until provision has been made for all such accrued pensions and other benefits, and in no event shall such provision be made that would result in benefits to an employee being in excess of the maxima determined in accordance with Article VII.

Section 9. Nonencumbrance of Benefits

Assignment, pledge or encumbrance of any benefits under this Plan will not be permitted or recognized and benefits shall not be subject to attachment, execution, garnishment, or other legal process, provided, however, that an employee's interest in monies payable under the Plan are subject to assignment by an order under the Ontario Family Law Act, 1986 or by a domestic contract **as** defined in that Act or any such similar legislation of another province of Canada, if appropriate.

Section 10. Service Credit

All service credit will be determined in accordance with the Company's Service Credit Plan as set forth in Article II.

Section 11. Vesting

No employee shall acquire a vested interest (except as provided by Section 5 of Article III) under the pension provisions of this Plan until retirement or eligibility therefor, and in either case, such interest shall be only as defined in Article III, Article IV and Article V.

Section 12. Nonparticipation

No employee who is first hired after attainment of his or her sixty-fifth (65) birthday shall become a participant in or acquire rights to any benefits under this Plan.

Section 13. Denial of Benefits

- A. When benefits provided by this Plan are denied in full or in part, the employee or eligible beneficiary shall receive a written notice of the reason or reasons for such denial.
- B. Except as otherwise specifically provided, a request for review of the denial of benefits may be submitted within 60 days of such denial, in writing, to the Plan Administrator. The Plan Administrator will reply to such request within 60 days.

Section 14. Administration

The Administrator shall provide every employee covered by this Plan a written explanation of the terms and conditions of the Plan and amendments thereto, and information concerning his rights and duties under the Plan, together with a description of the benefits available to him under the terms of the Plan and any other information required by Applicable Legislation.

A copy of all documents and any other information prescribed by Applicable Legislation may be examined by any employee covered by the Plan at any reasonable time at such place as the Company may designate.

Except as otherwise specifically provided, in order for any employee to receive pension benefits pursuant **to** any

provisions of the Plan, he must file a written **pension** application on forms furnished by the Administrator. Such pension application shall state the reason for retirement and the date upon which the proposed retirement is to become effective and shall be made not less than sixty days in advance of such date.

ARTICLE II PLAN FOR COMPUTING AND MAINTAINING EMPLOYEES' SERVICE CREDIT

Section 1. Company I Employee Defined

A. Company Defined

Only for the purpose of determining service credit hereunder the word "Company" as used herein shall include John Deere Limited and its subsidiaries, its parent Deere & Company, a Delaware Corporation, and the various domestic and foreign subsidiaries of Deere & Company

B. Employee Defined.

For the purposes of this and subsequent Articles, "Employee" should be taken to mean all wage employees of the Company. All reference to male gender shall be taken as applying on an identical basis to the female gender.

Section 2. Plan Participation and Starting Date

The starting date of any employee's participation in the Plan shall be the date on which the employee first reports to work for the Company in his or her last continuous employment with the Company.

Section 3. Service Credit Records

A present employee's participation in the Plan, continuous employment and service credit shall be **as** established by the Company's service credit records.

The service credit record for the individual should indicate both his Past Credited Service, this being service credited prior to 1 January 1992, and his Future Credited Service, this being service credited after 31 December 1991.

The sum of the Past Credited Service and Future Credited Service of an individual is his Service Credit.

The remaining sections of this Article deal only with the calculation of Future Credited Service; the Past Credited Service in respect of each individual having been accrued in accordance with the Plan Text and legislative restrictions as they applied prior to 1 January 1992.

Section 4. Service Credit Defined

When an employee's starting date for participation and service credit have been established in accordance with the provisions of Section 3 (or are established under Section 2 in the case of an employee hired after the date of this Plan), then on each succeeding anniversary of his starting date he will be credited with one year of continuous employment and one year of participation, and will also be credited with one year of service credit, provided he has worked 500 hours or more for the Company in that anniversary year; however, no service credit shall be credited after the employee attains age 69.

When total hours worked within an anniversary year are less than 500, he will not receive service credit for that year, and this fact shall be recorded in writing and a copy will be furnished to the employee.

Section 5. Time of Crediting

Five hundred or more hours worked within an anniversary year will not be credited to the employee **as a** year's service credit until the end of that anniversary year.

Section 8. Partial Year's Service Credit

A. For the purpose of computing pension benefits, an employee retiring or attaining age 89 prior to the end of an anniversary year shall receive service credit at the rate of 8-1/3 percent of one year's service credit for each month from the employee's last **anniversary date to the date** of retirement or to the date the employee attains age 69, whichever is earlier, providing such **time** would have been creditable had the employee's

continuous employment continued to the next anniversary date.

- B. For the purpose of computing pension benefits, an employee whose employment with the Company is terminated on or after 1 January 1977 and prior to the end of an anniversary year shall receive service credit at the rate of 8-1/3 percent of one year's service credit for each month from the employee's last anniversary date to the date of termination or to the date the employee attains age 69, whichever is earlier, providing such time would have been creditable had the employee's continuous employment continued to the next anniversary date.

Section 7. Occupational injury

Time lost due to injury sustained in the active employment of the Company will be credited as time worked subject to the following conditions:

- a) the injury sustained prevents the employee from performing the same work that he was doing immediately prior to becoming disabled,
- b) the Administrator is satisfied, on the basis of written certification from a medical doctor, licensed to practice under the **laws** of a province of Canada, that the period is a period of disability,
- c) the period of time credited is equal to that which the employee would have worked but not to exceed a maximum of forty (40) hours in any work week and, in any event, not beyond the date that the individual attains Normal Retirement Age.

Section 8. Nonoccupational Injury or Illness

- A. Time lost on or after 1 April 1971 and prior to attainment of Normal Retirement Age due to non-occupational injury or illness and subject to the conditions imposed by Article II, Section 7.

Paragraphs a) and b), for which the employee receives:

- (1) a weekly indemnity benefit, will be credited as time worked but not to exceed a maximum of forty (40) hours in any one work week; and
- (2) a long term disability benefit, will be credited at the time the employee becomes eligible for a normal or early retirement benefit as time worked in an amount equal to that which the employee would have worked but not to exceed a maximum of forty (40) hours in any one work week.

B. An employee receiving benefits as described in A(2) above or under Section 3-C of Article III who recovers and is subsequently re-employed shall be credited with the service credit he had when the disability commenced. In addition, for the period of such disability, such employee will at the date of re-employment receive credit as time worked in an amount equal to that which the employee would have worked but not to exceed a maximum of forty (40) hours in any one work week.

Section 9. Layoff

Time lost on or after 1 January 1971 due to layoff for which the employee receives a Supplemental Unemployment Benefit will be credited as time worked in an amount equal to that which the employee would have worked, but not to exceed a maximum of 40 hours in any one workweek. The maximum period of time will be determined on the basis of one month for each four credit units the employee was credited with as of the date of his layoff, but not to exceed 12 months. Further limitations on the total amount of additional service credit which can be accrued under this section are imposed by Section 7 of Article VII.

Section 10. Military Service

An employee who left his employment with the Company and immediately entered the service of the Armed Forces of Canada, will be considered as having been employed and his military service will be credited toward service credit up to a maximum of 40 hours per week and in the same manner as set out in Section 4, provided he has reemployment rights under any existing law, and does become reemployed under the provisions of the law. Further limitations on the total amount of additional service credit which can be accrued under this section are imposed by Section 7 of Article VII.

Section II. Accumulation in Any Unit

Participation in the Plan and service credit may be accumulated by an employee in any unit of the Company, subject to all the provisions herein.

Section 12. Transfer

When an employee is formally transferred from one unit of the Company to another unit of the Company, the unit from which the employee is being transferred will furnish to the new unit a written statement of the employee's service credit status and the new unit will furnish a copy of same to the employee.

Section 13. Crediting time Spent at Other Units

An employee working for one unit of the Company who is on layoff and subject to recall to another unit of the Company shall, when recalled and reemployed by the original unit, receive credit for time spent at the other unit, or units, for the purpose of participation, continuous employment and service credit in accordance with the provisions of the Plan. If the employee is not recalled to the original unit within the period in which the employee is subject to recall, or having been recalled, he notifies both the original unit and the current employing unit, within five working days, that he has elected to remain in the current

employing unit and thereby forfeit recall rights to the original unit, then the employee will be considered a formal transfer to the new unit as set out in Section 12.

**Section 14. Termination of Participation,
Continuous Employment and Service Credit**

An employee's participation in the Plan, continuous employment and service credit will be terminated by any one of the following occurrences:

- A. Death or retirement or determination of permanent and total disability as specified in Article III, Section 3, of this Plan and Article II, Section 4 of the John Deere Group Life and Disability Insurance Plan for Wage Employees, except that an employee who has been determined to be totally and permanently disabled shall receive service credit as provided in Section B-A-(2) and further provided in the event such employee recovers and is subsequently reemployed shall have continuous employment reinstated as though he had been continued on leave of absence during the period of total and permanent disability.
- B. Quitting the job, either with or without notice.
- C. Discharge, provided, however, if it is later determined that the employee was discharged without good and just cause and the employee is reinstated, then service credit will also be reinstated.
- D. Failure on the part of the employee to return to work on the required date after a leave of absence.
- E. Failure on the part of a laid-off employee to return to work within five working days when notified to do so by the Company at the last known address, unless prevented from doing so by a reason satisfactory to the Company.
- F. Failure to return to work from military service within the period during which he has reemployment rights under any existing law.

G. Subject to Section 14 above, any absence from active employment other than formal leave of absence in writing granted by the Company, military service as set out in Section 10, or plant-incurred injury as set out in Section 7, for a period of time equal to the employee's employment prior to such absence, or for a period of five consecutive years, whichever is the lesser, provided, however, that no employee who has completed the probationary period will lose continuous employment and service credit unless such absence exceeds two years.

Section 15. Re-establishment of Service Credit

- A. Subject to Paragraph C below, any present employee or any employee hired after 1 January 1988 whose participation, continuous employment and service credit is terminated will, if rehired, have the service credit held at the time of termination reestablished.
- B. Subject to Paragraph C below, **any** former employee who is rehired after 1 January 1988 whose participation, continuous employment and service credit **was** terminated will have the service credit held at the time of termination reestablished.
- C. Notwithstanding the foregoing Paragraphs A and B, service credit of a former employee who is rehired will not be reestablished if the former employee requested a transfer payment in accordance with Section 5-G of Article III **and** such transfer payment was made. Furthermore a former employee, who is rehired shall not be credited with additional service credit while in receipt of a pension benefit.

Section 16. Original Unit Defined

The words "original unit" as used in Section 13 shall mean the unit at which an employee's starting date for participation, continuous employment and service credit was established as set out in Section 2 or the last unit to which he has been formally transferred.

ARTICLE III ELIGIBILITY FOR RETIREMENT AND AMOUNT OF PENSIONS

Section 1. Normal Retirement - Age 65

- A. An employee on attaining the Normal Retirement Age of age 65 in the employment of the Company and having at least 2 years of participation in the Plan is eligible for normal retirement benefits.
- B. The amount of benefits allowed monthly upon retirement will be the formula pension in (1) below, but not less than the minimum pension in (2) below and subject to the maximum limits imposed by both Section 3 (A) and Section 5 of Article VII.
- (1) Formula Pension. The sum of:
- a. 0.5 percent of the first \$350 or less of the **average** monthly earnings as defined in Paragraph C of this Section for each year of service credit up to and including 25.
 - b. 1.5 percent of the excess over \$350 of the average monthly earnings **as** defined in Paragraph C of this Section for each year of service credit up to and including 25.
 - c. 1.5 percent of the average monthly earnings as defined in Paragraph C of this Section for each year of service credit in excess of 25.
- (2) Minimum Pension.
- a. For retirements on or after 30 September 1998 and prior to 30 September 1999, \$38.00 per month for each year of service credit.
 - b. For retirements on or after 30 September 1999 and prior to 30 September 2000, \$39.20 per month for each year of service credit.
 - c. For retirements on or after 30 September 2000, **\$40.50** per month for **each** year of service credit.

C. The average monthly earnings' figure used for the purpose of computing a formula pension in accordance with Section I-B-(l) shall be the total of all straight-time wage payments plus vacation pay, personal absence pay and pay for unworked holidays, received in the highest 5 *consecutive* anniversary years during the 10 anniversary years immediately prior to the earlier of retirement or attainment of age 69 in each of which service credit was received, divided by 60, but in no event shall the average monthly earnings figure exceed \$2,750.

If, in this 10-year period, there is any full anniversary year (or years) in which service credit was not received, that year shall be omitted and the 11th year preceding retirement, or any additional anniversary years in the same order, i.e., the 12th year, etc., shall be used to obtain 10 anniversary years in which service credit was received.

In the event service credit was received on account of time lost due to compensable accident in one or more of the 10 years as outlined above, the amount of temporary total, partial permanent and total permanent compensation will be considered as earnings.

In the event service credit was received on account of military service in one or more of the 10 years as outlined above, such years shall be omitted and the 11th year preceding retirement, or any additional anniversary years in the same order, i.e., the 12th year, etc., shall be used to obtain 10 anniversary years in which service credit was received for other than military service. In the event such employee has less than 5 years of service credit where earnings are credited, the average monthly earnings to be used in determining retirement benefits shall be determined by using the earnings in the years of service credit wherein earnings are credited, divided by the number of months in these years.

Section, 2. Early Retirement

- A. An employee may retire at his or her option, if such employee
- (1) has attained age 55 but not 65 and who at that time has at least 2 years of participation in the Plan, or
 - (2) has 30 or more years of service credit.
- B. In such event, an employee retiring on or after 01 January 1992 shall be entitled to benefits in a reduced amount based upon service credit and earnings prior to such retirement and computed in accordance with Section 1 of this Article. Subject to the maximum limits imposed by both Section 3 b) and Section 5 of Article VII, such reduced amount shall be the greater of:
- (1) The formula pension as determined in Section 1-B(1) of this Article, based upon the service credit and earnings prior to such retirement reduced by 1/3% for each month the employee is under age 62 at the date of retirement.
 - (2) The minimum pension as determined in Section 1-B(2) of this Article, based upon service credit prior to such retirement reduced by 1/3% for each month the employee is under age 62 at the date of retirement except that an employee who retires with 30 years of service or whose age and service credit total 85, such reductions shall not apply.
- C. An employee retiring prior to Normal Retirement Age under Section 2-A of this Article may elect, at the time of retirement, to receive benefits commencing at any time up to Normal Retirement Age, in lieu of the benefits under Section 2-B of this Article. The amount of such benefits will be computed in accordance with Section 2-B of this Article subject to the minimum pension as determined in Section 1-B(2) of this Article with appropriate reduction under Section 2-B based upon the date benefits commence. The date these benefits are to commence after retirement but prior to

Normal Retirement Age, as herein provided, shall be designated by the employee at the time of retirement and is subject to change by the employee provided notice is received not less than 60 days prior to the designated commencement of benefits.

- D. An employee retiring prior to age 62 on or after 31 October 1989 and before 1 January 1992 who has 30 or more years of service credit or whose combined years of age and service credit total at least 85 shall, upon reaching age 62 have his or her minimum pension, which was determined in accordance with Section 1-B-(2) and reduced in accordance with Section 2-B-(2), redetermined without reduction because of age.
- E. An employee retiring on or after September 30, 1998 who does not elect to receive a Supplemental Allowance under Article V, Section 2A or 2B, shall receive a Supplemental Transitory Benefit commencing at the date of commencement of benefits under Section 2-C of this Article III and payable until attainment of age 65, of \$ 14.50 per month for each year of service credit, not to exceed **\$435**.

The Supplemental Transitory Benefit shall be reduced by, 1/2% for each month the employee is under age 62 at the date of commencement of benefits, except that for an employee with 30 years of service, or whose age and service credit total 85, such reductions shall not apply.

If a retired employee entitled to receive a Supplemental Transitory Benefit has earnings after retirement in excess of **\$18,000** in any calendar year, a penalty equal to one times the amount by which such earnings exceed the amount permitted shall be charged against each succeeding Supplemental Transitory Benefit which the employee would otherwise be entitled to receive until the full amount of such penalty is satisfied, It being understood that penalties and charges shall be cumulative if

appropriate. Each retired employee receiving a Supplemental Transitory Benefit may be required to certify that his or her earnings have not been in excess of the permitted amount, to furnish verification of the amount of such earnings, or to authorize the Company to make inquiries regarding these earnings from the Department of National Revenue, Taxation. The amount of any overpayments of Supplemental Transitory Benefit made after a retired employee shall have ceased to be entitled to receive such allowance, in whole or in part because of excess earnings, may be deducted from future monthly retirement benefits payable under the plan, provided, however, that the employee may make repayment in a lump sum amount.

Section 3. Total and Permanent Disability Retirement

- A. An employee shall be eligible upon retirement to receive disability benefits hereinafter provided, if such employee becomes totally and permanently disabled on or after 1 May 1987, has not attained age 65 and has at least 10 years' service credit.
- B.** An employee shall be deemed to be totally and permanently disabled when the Administrator is satisfied, on the basis of a written certification from a medical doctor, licensed to practice under the laws of a province of Canada or of a place where the member resides, that the employee is suffering from a physical or mental impairment that prevents him from engaging in any employment for which he is reasonably suited by virtue of his education, training or experience and that can reasonably be expected to last for the remainder of his lifetime.
- C. In the event of retirement because of total and permanent disability, an employee shall be entitled to receive benefits in the following amounts:

(1) Total and Permanent Disability Benefit: the formula pension in accordance with Article III Section 1, Paragraph B(1) but not less than the minimum pension in Article III Section 1, Paragraph B(2), based upon service credit at the time of such retirement including time not credited the employee while on Long Term Disability.

(2) An Additional Temporary Benefit commencing at early retirement until attainment of age 65 or eligibility for an unreduced statutory benefit, whichever first occurs, and subject to the maximum limits imposed by Section 4 of Article VII as follows:

a. For retirements on or after 30 September 1998 and prior to 30 September 1999, \$29.80 per month for service as defined in (1) above, not to exceed, \$894.00,

b. For retirements on or after 30 September 1999 and prior to 30 September 2000, \$30.10 per month for service as defined in (1) above, not to exceed, \$903.00,

c. For retirements on or after 30 September 2000, \$ 30.40 per month for service as defined in (1) above, not to exceed \$912.00,

reduced, but not below zero, by the excess, if any, of the formula pension over the minimum pension as calculated for the preceding paragraph (1).

D. An employee retired because of total and permanent disability under the 1955 Plan and the 1955 Plan as amended thereafter shall have the benefit redetermined in accordance with Section 1 of this Article at age 65.

Service credit applicable to this redetermined benefit shall for employees who became totally and permanently disabled prior to 01 January 1992 include service credit for the anniversary years during which disability benefits were received. For employees who became totally and permanently disabled after 01

January 1992, service credit applicable to this redetermined benefit shall exclude service credit for the anniversary years during which disability benefits were received. The average monthly earnings shall be for the highest 5 consecutive anniversary years during the 10 anniversary years (in each of which service credit was received) immediately prior to the last day of work preceding total and permanent disability.

- E. Benefits under this Plan on account of total and permanent disability shall be payable and retirement shall commence as of (1) the first day of the seventh month following the commencement of the employee's continuous incapacity to work because of such disability, or as of (2) the first day of the month after the employee is found to be totally and permanently disabled as set out in Section 3-B of this Article, whichever is later.

Section 4. Automatic Retirement

- A. Any employee shall be deemed to retire on the last day of the month in which his or her 69th date of birth occurs and benefit payments shall commence in accordance with Section 6-A of this Article whether or not such employee ceases active employment.
- B. In the event of Automatic Retirement hereunder, such employee shall cease to receive service credit or accrue further benefits under this Plan.

Section 5. Deferred Vested Pension

- A. Any employee whose employment shall terminate on or after 1 January 1988 and who is not eligible for any other type of retirement benefit under this Plan shall be eligible upon making application therefor to receive a deferred vested pension benefit if at the time of such termination the employee has 2 or more years of participation in the Plan.
- B. The former employee shall be entitled to benefits computed in accordance with Section 1 of this Article

except that the average monthly-earnings shall be for the highest 5 consecutive anniversary years during the 10 anniversary years (in each of which service credit was received) immediately prior to termination.

- C. The earliest commencement date of this pension shall be the first day of the month following the month in which such former employee attains age 55. The pension shall be payable on the first day of the month following the month in which such former employee makes application on or after the earliest commencement date. If application is made at age 65 or later, the pension will be computed on a normal retirement basis. If application is made before age 65, the pension will be the greater of
- (i) the pension computed on the normal retirement basis and reduced by 1/2% for each month the former employee is under age 65; or
 - (ii) a reduced pension the commuted value of which is equal to the commuted value of the pension deferred to age 65 and payable on the normal retirement basis.

However, the resulting pension shall be limited to the pension computed on the normal retirement basis and reduced in accordance with the requirements of Regulation 8503(3)c of the Income Tax Act.

- D. The provisions for the Survivor Benefit in Section 1 of Article IV shall be applicable to a former employee who is eligible for deferred vested pension benefits as defined in this Section, Such Survivor Benefit shall not be effective prior to the date of application for deferred vested pension and in no event, earlier than the earliest commencement date as defined in Paragraph C above.
- E. The application must be submitted not earlier than 60 days prior to the earliest commencement date. The Company will mail notices to former employees who would be eligible to receive deferred vested pension benefits but who have not made applications. The

notice to such former employee will be sent on or about the 90th day prior to the employee's 55th, 65th end 69th birthdays, and will be mailed to the last address shown on the Company record.

- F. If an employee terminates employment with a deferred vested pension and is later reemployed, he will not be eligible for a deferred vested pension benefit during any such period of reemployment. Unless the employee requested a transfer payment in accordance with Paragraph G below and such transfer payment was made, upon any such reemployment service credit shall be reestablished, and eligibility for retirement benefits shall be determined upon the basis of the remaining sections of this Article rather than upon this Section (unless the employee shall again be terminated upon the circumstances described in this Section, i.e., prior to qualification for early retirement).

G. Commutation of Vested Retirement Benefit

An employee who is entitled to a deferred vested pension benefit pursuant to this Section and who has not attained age 55 may elect in full settlement of such entitlement to have that benefit commuted and transferred to

- (i) the registered pension plan of the employee's new employer,
- (ii) a registered retirement savings plan designated by the employee, provided such plan includes any locking-in restrictions or other provisions required by applicable legislation, or
- (iii) an insurance company for the purchase of a life annuity that will commence not earlier than the employee's 55th birthday.

Section 6. Commencement and Termination of Pension Benefits

- A. Benefit payments shall be made monthly. The first payment will be payable as of the first day of the month following retirement.
- B. The last payment will be made on the first day of the month of the retired employee's death.

ARTICLE IV SURVIVOR BENEFITS

Section I. Survivor Benefits for Retired Employees

- A. For the purposes of this Article, the term "Spouse" will mean a person who is residing or co-habiting with the Employee, former Employee, or retired Employee, at the date of his death, or earlier retirement, provided that:
- (a) the person is of the opposite sex to the Employee, former Employee or retired Employee; and
 - (b)(i) the person has been married to, and residing with, the Employee, former Employee or retired Employee for at least one year, or
 - (ii) the person and the Employee, former Employee or retired Employee have been residing together and cohabiting for a continuous period of not less than 3 years or, such person and the Employee, former Employee or retired Employee have a natural born or adoptive child.
- B. For an Employee retiring under Sections 1,2, 3 and 4 of Article III on or after 1 January 1988, a Survivor Benefit shall be payable on the Employee's death after retirement to his spouse during such person's further lifetime. The Survivor Benefit for an employee who retired through Total and Permanent Disability incurred prior to 1 January 1992 is payable following redetermination of the Employee's pension as described in Section 3-D of Article III. Should such Total and Permanent Disability retirees die before their pension benefit is redetermined then they are entitled to alternative survivor benefits calculated in **accordance** with Sections 2 and 4 of this Article IV. The provisions of this paragraph will be effective on the first day of the month following retirement.

For Employees retired prior to 01 October 1995, the Regular Surviving Spouse's benefit shall be 55% of the monthly benefit (excluding any Additional Temporary Benefit or Supplemental Allowance) payable to the retired employee except that the survivor Benefit payable to the surviving Spouse of an employee who retired prior to age 62 on or after 31 October 1989 and who had completed 30 or more years of service credit or whose combined years of age and service totaled at least 85 at retirement shall be not less than 55% of the minimum pension calculated in accordance with Article III Section 1-B-(2) without reduction in accordance with Article III Section 2-B-(2).

For Employees retiring on or after 30 September 1995, the Regular Surviving Spouse's benefit shall be 60% of the monthly benefit (excluding any Additional Temporary Benefit, Supplemental Transitory Benefit or Supplemental Allowance) payable to the retired employee except that the survivor Benefit payable to the surviving Spouse of an employee who retired prior to age 62 and who had completed 30 or more years of service credit or whose combined years of age and service totaled at least 85 at retirement shall be not less than 60% of the minimum pension calculated in accordance with Article III Section 1-B-(2) without reduction in accordance with Article III Section 2-B-(2).

The retired employee's monthly benefit, however, shall be decreased by 1/2% for each full year in excess of 10 years that such Spouse is younger than the retired Employee."

- C. In the event that the retired employee has elected deferral of benefits in accordance with Section 2-C of Article III, the surviving Spouse may elect to have the Survivor Benefit redetermined as though the retired employee's benefits were to commence on the first of the month following such retired employee's death.

Section 2. Survivor Benefits for Employees

- A. The surviving Spouse will be eligible for a monthly Survivor Benefit, provided the employee
- (1) dies on or after 31 December 1979, and
 - (2) had met the age and service requirements for pension benefits under Section 1, 2 or 4 of Article III on the date of death.
- B. The Survivor Benefit will be equal to the amount which would have been paid to the employee's surviving Spouse had the employee retired on the date of death but calculated on the basis of the employee's accumulated service credit as at December 31, 1986. Service credit as applicable to this paragraph B and the following paragraph C includes credit for any period, prior to 31 December 1986, during which the individual was a Total and Permanent Disability retiree who became disabled prior to 1 January 1992 and whose benefit had not been redetermined, in accordance with Section 3-D of Article III, at the date of his death. Benefits will commence as provided in Section 3 of this Article.
- C. A surviving Spouse who is not eligible for benefits under Paragraph A of this Section will be eligible for a monthly Survivor Benefit provided that the Employee dies on or after 30 April 1987 with 10 or more years of service credit.

The Survivor Benefit will be equal to the amount which would have been paid to the surviving Spouse had the employee lived and retired at the employee's, earliest retirement date but calculated on the basis of the employee's accumulated service credit as at December 31, 1986. The earliest retirement date shall be determined by the total service credit attained at the time of death plus the employee's projected age at which such employee would first be eligible to retire under Sections 1,2 or 4 of Article III.

Section 3. Commencement and Termination of Survivor Benefits

- A. Benefit payments shall be made monthly. The first payment will be payable as of the first day of the month following:
- (1) the retired employee's death in the case of benefits under Section 1;
 - (2) the death of an employee in the case of benefits under Section 2-A;
 - (3) the month in which the employee's earliest retirement date occurs in the case of benefits under Section 2-C.
- B. The last payment will be made *on* the first day of the month of the Spouse's death.

Section 4. Death Benefits for Employees and Former Employees.

- A. In addition to the monthly Survivor Benefit described in Section 2 above, a Death Benefit will be payable upon the death on or after 1 January 1988 of
- (1) any employee who has 2 or more years of participation in the Plan; or
 - (2) any former employee whose employment terminated after 1 January 1988 provided such employee **was** entitled to a deferred vested pension under Section 5 of Article III and who did not elect Settlement of such entitlement by a transfer payment under paragraph G of the said Section.
- B. The Payee of the Death Benefit will be the Spouse, if any, of the Employee or former Employee, otherwise the beneficiary designated in writing by the Employee or former Employee, otherwise the estate of the Employee or former Employee.
- C. If the payee of the Death Benefit is the Spouse of the employee or former employee, the form of the

payment of the Death Benefit will be, according to the election of the Spouse either

- (1) a lump sum payment: or
- (2) an immediate annuity payable for the lifetime of the Spouse; or
- (3) a deferred annuity commencing on a date selected by the Spouse but not later than the 65th birthday of the Spouse and payable for the subsequent lifetime of the Spouse.

If the payee of the Death Benefit is the designated beneficiary or estate of the employee or former employee, the form of the payment of the Death Benefit will be a lump sum.

- D. The amount of the Death Benefit if paid in a lump sum will be the commuted value of the vested deferred pension payable to the former employee or which would be payable to the employee in accordance with Section 5 of Article III if his employment had terminated on the date of death, calculated on the basis of the service credit accumulated during the period from 1 January 1987 to the date of death. Service Credit, as applicable to this paragraph, includes credit for any period after 1 January 1987 during which the individual was a Total and Permanent Disability retiree who became disabled prior to 1 January 1992 and whose benefit has not been redetermined, in accordance with Section 3-D of Article III, at the date of his death. If the Death Benefit is paid in the form of an immediate or deferred annuity to the surviving Spouse, the monthly annuity payments shall be such that the commuted value of the annuity is equal to the lump sum payment described above.

ARTICLE V SUPPLEMENTAL ALLOWANCE

Section 1. Eligibility for Supplemental Allowance

- A. An employee who on 30 April 1987 is eligible to retire and shall subsequently retire before age 65 under Section 2 or Section 3 of Article III may elect to receive a monthly Supplemental Allowance in addition to other retirement benefits under this Plan hereinafter provided in Section 2-A, 2-B or 2-C of this Article V.
- B. An employee who subsequent to 30 April 1987 but prior to September 30, 1998 is eligible to retire and shall retire before age 62 under Section 2 or Section 3 of Article III may elect to receive a monthly Supplemental Allowance in addition to other retirement benefits under this Plan hereinafter provided in Section 2-B or 2-C of this Article V.
- C. An employee who subsequent to September 30, 1995 becomes eligible to retire and shall retire before **age** 60 under Section 2 or Section 3 of Article III may elect to receive a monthly Supplemental Allowance in Addition to other retirement benefits under this Plan hereinafter provided in Section 2-C of this Article V.

Section 2. Amount of Supplemental Allowance

- A. Subject to both the provisions of the other Sections of this Article V and the maximum limits imposed by Section 4 of Article VII, the Supplemental Allowance of an employee eligible under Section 1-A of this Article V shall be a monthly amount which when added to benefits payable under Article III of the Plan shall equal a Total Monthly Benefit of **\$950.00** for an employee retiring with 30 or more years of service credit on or **after** 30 April 1987.
- B. Subject to both the provisions of the other Sections of this Article V and the maximum limits imposed by Section 4 of Article VII, the Supplemental Allowance of

an employee eligible under Section 1-A or 1-B of this Article V shall be a monthly amount which when added to benefits payable under Article III of the Plan shall equal a Total Monthly Benefit for an employee retiring with 30 or more years of service credit as follows:

For Retirements		Total Monthly Benefit
On or After	And Prior To	
30 September 1998	30 September 1999	\$2,200.00
30 September 1999	30 September 2000	\$2,250.00
30 September 2000		\$2,300.00

C. Subject to both the provisions of the other Sections of this Article V and the maximum limits imposed by Section 4 of Article VII, the Supplemental Allowance of an employee eligible under Section 1-A, 1-B or 1-C of this Article V shall be a monthly amount which when added to benefits payable under Article III of the Plan shall equal a Total Monthly Benefit for an employee retiring with 30 or more years of service credit as follows:

For Retirements		Total Monthly Benefit
On or After	And Prior To	
30 September 1998	30 September 1999	\$2,200.00
30 September 1999	30 September 2000	\$2,250.00
30 September 2000		\$2,300.00

D. For an employee retiring with less than 30 years of service credit under Paragraph A or B or C of this Section, the Total Monthly Benefit shall be determined by:

- (1) Dividing the applicable Total Monthly Benefit as determined in Paragraph A or B or C of this Section by 30,

- (2) If the employee is under age 60 at the time of retirement, the amount determined in (1) above shall be reduced by 1% for each month he is under age 60, and
- (3) The result shall be multiplied by the employee's service credit which for the purposes of benefits provided in Section 3 of Article III shall include time not credited the employee while on Long Term Disability.

Section 3. Assumptions and Adjustments in Computing Amount of Supplemental Allowance

- A. In the case of an employee who retires at his or her option under Article III, Section 2-A of the Plan, the monthly Supplemental Allowance shall be computed in accordance with the provisions of Section 2 of this Article on the assumption that the retirement benefits under Article III of the Plan would commence immediately after retirement; and the amount so computed shall be reduced for any month prior to **age 65**, in the case of benefits under Section 2-A of this Article or to age 62 in the case of benefits under Section 2-B of this Article or to **age 60** in the case of benefits under section 2-C of this Article , for which the employee becomes or could have become eligible for an unreduced statutory benefit. The amount of the reduction shall be as follows:
 - (1) For retirements on or after 30 September 1998 and prior to 30 September 1999, **\$ 29.80** per month for each year of service credit, not to exceed **\$894.00**.
 - (2) For retirements on or after 30 September 1999 and prior to 30 September 2000, \$30.10 per month for each year of service credit, not to exceed \$903.00.
 - (3) For retirements on or after 30 September 2000 **\$** 30.40 per month for each year of service credit not to exceed \$912.00.

B. In the case of an employee retiring under disability retirement under Section 3 of Article III of the Plan, the monthly Supplemental Allowance shall be computed in accordance with Section 2 of this Article except that service credit shall be as defined in Section 3-C-(1) of Article III and on the assumption that the monthly benefit under Article III of the Plan includes a temporary benefit provided under Section 3-C-(2) of Article III whether or not it actually includes the temporary benefit.

Section 4. Payment of Allowance

The Supplemental Allowance of an employee entitled to such allowance shall become payable on the first day of the first month after (1) employment shall have terminated, and (2) he shall have filed application for a retirement benefit, and shall be payable on the first **day** of the month in each month thereafter until and including the first day of the month in which the retired employee attains age 65 in the case of benefits under Section 2-A of this Article to age 62 in the case of benefits under Section 2-B of this Article, or **to age** 60 in the case of benefits under Section 2-C of this Article, dies, is reemployed by the Company, or the retirement benefits under Article III of the Plan cease for any other reason, whichever shall occur first: provided, however, that if a retired employee entitled to receive a Supplemental Allowance has earnings after retirement in excess of **\$18,000** in any calendar year, a penalty equal to one times the amount by which such earnings exceed the amount permitted shall be charged against each succeeding Supplemental Allowance which the employee would otherwise be entitled to receive until the full amount of such penalty is satisfied, it being understood that penalties and charges shall be cumulative if appropriate. Each retired employee receiving a Supplemental Allowance may be required to certify that his or her earnings have not been in excess of the permitted amount, to furnish verification of the amount of such earnings, or to authorize the Company to make inquiries regarding these earnings from the Department of

National Revenue, Taxation. The amount of any overpayments of Supplemental Allowance made after a retired employee shall have ceased to be entitled to receive such allowance, in whole or in part because of excess earnings, may be deducted from future monthly retirement benefits payable under the plan, provided, however, that the employee may make repayment in a lump sum amount.

Section 5. Discharged Employees

A discharged employee shall not be eligible to receive the Supplemental Allowance, unless the Company finds, in the case of an employee eligible for regular early retirement under Article III, Section 2-A, that such discharge was for reason which should not result in his or her being ineligible to receive the Supplemental Allowance.

ARTICLE VI RETIRED EMPLOYEES

Section 1. Minimum Benefits

- A. The Minimum Pension calculated in accordance with Article 3 Section 1-B -2 payable on or after 01 October 1998, to an employee or to the surviving spouse in the event of survivor benefits retired in accordance with the provisions of the 1955 Plan and the 1955 Plan as amended thereafter, will be continued on the basis of the following amounts per month per year of service credit:

FOR EMPLOYEES RETIRED	
Prior To 31 December 1973	\$16.00
On or After 31 December 1973 And Prior To 31 December 1976	For Each Year of 17.75 Service <u>Credit Through 30</u> For Each Year of 16.00 Service Credit in Excess of 30
On or After 31 December 1976 And Prior To 31 December 1979	19.50
On or After 31 December 1979 And Prior To 31 August 1983	20.00
On or After 31 August 1983 And Prior To 31 October 1989	22.00
On or after 31 October 1989 and prior to 30 September 1992	29.30
On or after 30 September 1992 and prior to 30 September 1995	32.35
On or after 30 September 1995 and prior to 30 September 1998	35.45

B. The Minimum Pension calculated in accordance with Article 3 Section 1-B-2 payable to such pensioners retired on or after 30 September 1998 will be increased as follows:

Monthly Minimum Pension Benefit	
For Benefits Payable Commencing	Amount Per Year of Service Credit
1 October 1999	\$39.20
1 October 2000	\$40.50

In the event the pension benefit above has been adjusted for early retirement or survivor benefits, such adjustment shall be taken into account in this redetermination. The early retirement adjustment will be based on the employee's age at the date of the increase, or in the case of surviving spouse benefits on the age the employee would have attained on the date of the increase.

- C. An employee who exercised the election provided in Article III, Section 6-C of the 1974 Plan shall be deemed to have retired under the provisions of the 1971 Plan for the purposes of continuing benefits under this Article.

Section 2. Formula Pensions

- A. The Formula Pension benefit payable on or after 1 October 1998 to an employee, or to the surviving spouse in the event of survivor benefits, retired prior to 30 September 1998 will be continued on the same basis as they were payable prior to 1 October 1998.
- B. In the event of early retirement or survivor benefits, the benefits provided in Paragraph A shall be adjusted as provided for minimum benefits in Section 1-B of this Article.

Section 3. Disability Pensioners

- A. The benefits payable on or after 1 October 1998 to disability pensioners retired prior to 30 September 1998 in accordance with the provisions of the 1955 Plan and the 1955 Plan as amended thereafter will be continued on the basis of the applicable amount

shown in the table in Section I-A of this Article and service credit at the time of disability retirement.

- B.** The benefits payable on or after 1 October 1998 to disability pensioners retired on or after 30 September 1998 in accordance with the provisions of the 1955 Plan and the 1955 Plan as amended thereafter will be redetermined on the basis of the applicable amount shown in the table in Section 1-B of this Article and service credit at the time of disability retirement.
- C.** The Additional Temporary Benefit payable on or after 1 October 1998 for disability pensioners retired prior to 30 September 1998 who are currently ineligible for statutory disability benefits will be redetermined as follows:

Additional Temporary Benefit			
For Retirements On or After	F o r Retirements And Prior to	Per Month Per Year of Service Credit	Subject to A Maximum of
	31 Dec 1980	\$14.00	\$350.00
31 Dec 1980	31 Dec 1981	\$15.00	\$375.00
31 Dec 1981	31 Aug 1983	\$16.00	\$400.00
31 Aug 1983	31 Apr 1987	\$16.00	\$480.00
30 Apr 1987	31 Oct 1989	\$18.00	\$540.00
31 Oct 1989	30 Sep 1992	\$23.60	\$708.00
30 Sep 1992	30 Sep 1995	\$27.25	\$817.50
30 Sep 1995	30 Sep 1998	\$29.50	\$885.00

- D.** The Additional Temporary Benefit payable to disability pensioners retired on or after 30 September 1998 who are currently ineligible for statutory disability benefits will be redetermined as follows:

Additional Temporary Benefit		
For Benefits Payable Commencing	Per Month Per Year of Service Credit	Subject to A Maximum of
1 October 1999	\$30.10	\$903.00
1 October 2000	\$30.40	\$912.00

**Section 4. Restoration of Pension Benefits
After Death of Retired Employee's Spouse**

- A. An employee who retired under the provisions of Section 1, 2, 3 or 4 of Article III of the Plan prior to 31 December 1970 and who elected a Joint and Survivor Option at the time of such retirement but whose designated spouse predeceased or shall predecease the retired employee may have the monthly basic pension benefit increased effective the first day of the month following the month in which the Company receives satisfactory evidence of the spouse's death. Such increase will be computed as follows:
- (1) For employees who retired on or after 1 June 1968 and prior to 31 December 1970 - \$0.34 per month per year of service credit;
 - (2) For employees who retired prior to 1 June 1968 - \$0.31 per month per year of service credit.
- B. In the event that a retired employee who is receiving the basic pension benefit increase provided in Paragraph A of this Section makes an election under Section 7 of this Article, such increase shall be discontinued on the effective date of such election. If the designated spouse under the election under Section 7 shall predecease the retired employee, the provisions of Paragraph A shall again be effective.

**Section 5. Election of Pension Benefit increase
in the Event of Divorce**

In lieu of receiving a reduced amount of any increase in benefits otherwise payable under this Article VI, on or after 1 January 1977, in order to provide an increase in the amount of joint and survivor benefit otherwise payable, an employee who retired prior to 31 December 1970, and who is divorced by court decree from the designated spouse for whom the joint and survivor option is in effect, may elect to receive the full amount of such

increase adjusted for early retirement. To make such election the retired employee must complete a form approved by the Company and file such form with the Company, accompanied by evidence satisfactory to the Company of a final decree of divorce, in which case such election shall become effective with respect to benefits falling due for months commencing the first day of the month following the month in which the Company receives such completed election form and final decree of divorce. In the event of such effective election, the benefit payable on 1 July 1982 and thereafter shall be continued.

Section 6. Survivor Benefit Election After Retirement

- A. An employee who retired prior to 31 December 1979 under the 1955 Plan or the 1955 Plan as amended thereafter and for whom no survivor option is in effect may elect a Survivor Benefit option by filing a written application with the Company provided:
 - (1) The employee was not married at retirement and has subsequently married, or
 - (2) The employee has had a Survivor Benefit provision in effect and has remarried.
- B. An employee who retires on or after 31 December 1979 for whom no Survivor Benefit is in effect may file written application with the Company for a Survivor Benefit provided:
 - (1) The employee was not married at retirement and has subsequently married, or
 - (2) The employee has had a Survivor Benefit provision in effect and has remarried.
- C. Such Survivor Benefit shall become effective with respect to benefits falling due for months commencing with the first day of the month following the month in which the Company receives an application, but in no event before the first day of the month following the month in which the retired employee has been married

to the designated spouse for one year. No Survivor Benefit under Paragraph A of this Section shall become effective for a retired employee whose application form is received by the Company after the first day of the month in which the retired employee has been married to the designated spouse for one year. The Survivor Benefit under this Section shall be provided under the terms of the Plan in effect at the time of the employee's retirement.

- D. For an employee retiring on or after January 1, 1992, election of the option shall not result in any change to the amount of pension payable to the retired employee.

Section 7. Supplemental Allowance of Retired Employees

A. The Supplemental Allowance payable to a retired employee on or after 1 October 1998 will be provided as an amount which when added to the benefits payable under Section 1 or Section 2 of this Article, adjusted for early retirement, shall equal the Total Monthly Benefit as follows:

- (1) For an employee who retired prior to 30 September 1998 with 30 or more years of service credit, the Total Monthly Benefit will be continued as follows:

FOR EMPLOYEES RETIRED	BENEFITS PAYABLE 1 NOVEMBER 1999 AND THEREAFTER
Prior To 31 December 1976	\$830.00 Payable to Age 65
On or After 31 December 1976 And Prior To 31 December 1978	\$855.00 Payable to Age 65
On or After 31 December 1976 And Prior to 31 December 1979	\$890.00 Payable to Age 65

On or After 31 December 1979 And Prior To 30 April 1987	\$920.00 Payable to Age 65
On or After 30 April 1987 if Eligible to Retire On or Before 30 April 1987	\$950.00 Payable to Age 65 (Retired in accordance with Article V Section 1A)
On or After 30 April 1987 And Prior To 31 October 1989 if Eligible to Retire After 30 April 1987	\$1,200.00 Payable to Age 62 (Retired in accordance with Article V Section 1B)
On or after 31 October 1989 and Prior to 30 September 1992 if Eligible to Retire After 30 April 1987	\$1700.00 Payable to Age 62 (Retired in accordance with Article V Section 1 B)
On or after 01 October 1992 And Prior to 30 September 1995 if Eligible to Retire After 30 April 1987	\$2000.00 Payable to Age 62 (Retired in accordance with Article V Section 1 B)
On or after 01 October 1995 and Prior to 30 September 1998 if Eligible to Retire After 30 April 1987 but prior to 30 September 1998	\$2100.00 Payable to Age 62 (Retired in accordance with Article V Section 1 B)
On or after 01 October 1995 And prior to 30 September 1998 if Eligible to Retire after 30 September 1995	\$2100.00 Payable to Age 60 (Retired in accordance with Article V Section 1C)

- 2) For an employee who retired on or after 30 September 1998 in accordance with Article V Section 10 with 30 or more years of Service credit the Total Monthly Benefit will be redetermined as follows:

Total Monthly Benefits Payable	
Oct 1999 through Sept 2000	\$2,250.00
Oct 2000 and thereafter	\$2,300.00

- (3) For an employee who retired on or after 31 December 1973 with less than 30 years of service credit, the Total Monthly Benefit shall be determined by:
- a. Dividing the applicable Total Monthly Benefit as determined in A-(1) or (2) of this Section by 30,
 - b. If the employee was under age 60 at the time of retirement, the amount determined in (2)-a shall be reduced by 1% for each month he was under age 60, and
 - c. The result shall be multiplied by the employee's service credit.

ARTICLE VII MAXIMUM BENEFITS PAYABLE UNDER THE PLAN

Section 1. General

Benefits payable under the Plan are, at all times, subject to the constraints and limitations imposed on it by Applicable Legislation. In particular, the Income Tax Act and Regulations restrict the amount that any individual may receive from a registered pension plan by way of benefits. This article sets out the maximum benefits which may be paid from the Plan.

Section 2. Definitions

For the purposes of the Article, the following definitions will apply. Terms not defined in this Section but appearing in the body of this Article should assume the meanings prescribed to them in previous Articles of this Plan Text:

“Bridging Benefits” are retirement benefits provided to a Member under the Plan, for a period ending no later than a date determined at the time benefits commence to be paid, and provided under Article III, Section 2-E, Section 3C(2) and Article V of this Plan.”

“Compensation” means the total of all straight-time wage payments plus vacation pay, personal absence pay and pay for unworked holidays received during an anniversary year. For periods of unpaid service credit, Compensation shall be assumed to be not less than the rate of Compensation in effect immediately prior to commencement of the unpaid period.

“Defined Benefit Limit” for a calendar year means **\$1,722.22** for years before 2005 and, for years after 2004, one-ninth of the Money Purchase Limit for the year.

“Highest Average Compensation” is, the average of the highest 3 consecutive anniversary years Compensation paid to the employee by the Company during the 10

anniversary years immediately prior to the earlier Of retirement or attainment of age 69.

“Lifetime Retirement Benefits” provided to a Member of the Plan are retirement benefits which, are provided under Sections 1B, 2B, 3C(1) , 5B and 5C of Article III of this Plan Text, and once they commence to be paid, are payable to the Member until the Members death, unless the benefits are commuted or payment of benefits is suspended.

“Member” is an employee of the Company who is eligible to receive benefits provided under the Plan.

“Money Purchase Limit” for a calendar year is defined by Section 147.1(1) of the Income Tax Act.

“Pensionable Service” of the Member of the Plan means the sum of his Past Credited Service up to 31 December 1991, not to exceed 35 years, plus his Future Credited Service, on or after 1 January 1992, as determined under Article II, Section 3.

“Public Pension Benefits” means amounts payable on a periodic basis under the Canada Pension Plan, a provincial plan as defined in Section 3 of the Canada Pension Plan, or Part I of the Old Age Security Act, but does not include disability, death or survivor benefits provided thereunder.

“Year of Commencement” is the calendar year in which the member’s retirement benefits commence to be paid.

Section 3. Lifetime Retirement Benefits

A. The amount (expressed on an annualized basis) of Lifetime Retirement Benefits payable to the Member must not exceed the amount determined by the sum of:

(i) FxG

where

F is the lesser of

(a) 2% of the Members Highest Average Compensation, and

(b) The Defined Benefit Limit for the Year of Commencement, and

G is the Pensionable Service of the Member after 31 December **1991** and:

(ii) the lesser of 1 or 2 as follows:

1. 2% of the average of the highest 3 consecutive years' remuneration paid to the employee by the Company multiplied by the number of years of his pensionable service, subject to a maximum of 35 years, prior to 1 January 1992;
2. the Defined Benefit Limit multiplied by the number of years of pensionable service, subject to a maximum of 35 years, prior to 1 January 1992.

B. If Lifetime Retirement Benefits commence to be paid to a Member before age 60, then the amount (expressed on an annualized basis) of Lifetime Retirement Benefits payable for each calendar year may not exceed the sum of:

(i) the amount determined by the formula:

$$X \times (1 - .0025 \times Y)$$

where

X is the amount (expressed on an annualized basis) of Lifetime Retirement Benefits payable to the member for the year if the benefits were determined without a reduction computed by reference to the member's age, duration of service, or both, and without any similar reduction but based on pensionable service after 31 December 1991.

Y is the number of months in the period from the particular day on which lifetime benefits commence to be paid to the Member to the earliest:

- (A) the day on which the Member attains **60** Years of age,
- (B) the day on which the Member has 30 years of Service Credit, (calculated as if the Member had continued in employment with the company)
- (C) the day on which the aggregate of the Member's age (measured in years including any fraction of a year) and years of Service (calculated as if the Member had continued in employment with the company) is equal to 80 and
- (D) the **day** on which the member became Totally and Permanently Disabled.

and

- (ii) the amount of pension which, is Actuarially Equivalent to the unreduced pension calculated in accordance with A (ii) above if payable from the earlier of age 60 and age at date of disability as a single life annuity with a guaranteed period of payment of ten years or a 60% joint and last survivor annuity, which ever is appropriate.

Section 4. Bridging Benefits

The amount of the bridging Benefits may not exceed the greatest of:

- A.** The amount determined by the formula:

$$A \times (1 - 0.0025 \times B) \times C/1$$

where

A is the amount (or a reasonable estimate thereof) of Public Pension Benefits that would be payable to the Member for the month in which the Bridging Benefits commence to be paid to the Member if

- (a) the member were 65 years of age throughout that month.
- (b) that month were the first month for which Public Pension Benefits were payable to the Member.
- (c) the Member were entitled to the maximum amount of benefits payable under the Old Age Security Act, and
- (d) the Member were entitled to that proportion, not exceeding one, of the maximum benefits payable under the Canada Pension Plan (or a provincial plan as defined in section 3 of the Canada Pension Plan) that the total of the Member's remuneration for the three calendar years in which the remuneration is the highest is of the total of the Year's Maximum Pensionable Earnings for those three years (or such Pensionable Earnings as is acceptable to the Minister),

B is,

- (a) except where clause (b) is applicable, the number of months, if any, from the date that the Bridging Benefits commence to be paid to the Member to the date that the member attains 60 years of age, and
- (b) where the Member is totally and permanently disabled at the time at which the Bridging Benefits commence to be paid to the Member, nil,

C is

- (a) except where clause (b) is applicable, the lesser of 10 and the aggregate of all amounts each of which is the duration (measured in years, including any fraction of a year) of a period that is Service Credit of the Member under the Plan, and
- (b) where the member is Totally and Permanently Disabled at the time at which the Bridging

Benefits commence to be paid to the member,
10,

B. the amount determined by the formula:

$$[(D \times E/F) + (G \times (1 - E/F))]$$

where:

D is the amount determined for A under Section 4(A) of this Article based on the terms and conditions of the Plan on January 1, 1992.

E is the Member's Past Credited Service.

F is the Member's Service Credit

G is the amount determined under Section 4(A) of this Article but limited to the amount of Bridging Benefits payable in accordance with the terms and conditions of the Plan as they existed on December 31, 1999.

C. Bridging Benefits vested in a member as of December 31, 1991.

Section 5. Retirement Benefits Before Age 65

From the time at which the benefits commence to be paid to the time at which the member attains 65 years of age, hereinafter referred to as the "Bridging Period", the amount (expressed on an annualized basis) of retirement benefits payable to the member for the Bridging Period in respect of service after 31 December 1991 must not exceed the amount determined by the formula:

$$(A \times B) + (0.25 \times C \times D / 35)$$

where

A is the Defined Benefit Limit for the Year of Commencement,

B is the aggregate of all amounts each of which is the duration (measured in years, including any fraction of a year) of a period that is Pensionable Service of the member, subsequent to 31 December 1991.

C is the average of the Year's Maximum Pensionable Earnings for the Year of Commencement and for each of the two immediately preceding years, and

D is the lesser of 35 and the amount determined for B.

Section 6. Benefit Accrual Rate

The benefit accrual rate or the equivalent benefit accrual rate, as the case may be, must not exceed 2% per annum of the Members' Compensation.

Section 7. Service Credit

Periods treated as time worked for Future Credited Service purposes in accordance with Sections 9 and 10 of Article II shall be limited for each employee to 5 years with an additional 3 years in respect of periods of parenting defined as a period within 12 months of the birth or adoption of a child.

APPENDIX "B"
**THE HEALTH BENEFIT PLAN FOR WAGE
EMPLOYEES**

ARTICLE I GENERAL PROVISIONS

Section 1. Preamble

John Deere Welland Works of John Deere Limited, hereinafter referred to as the Company, will provide the Health Benefit Plan for Wage Employees, hereinafter referred to as the Plan. The Plan shall make available coverage for semi-private hospital accommodation expense, supplementary and catastrophic medical expense, prescription drug expense, dental expense, vision care expense and hearing aid benefit expense.

Section 2. Effective Dates of Coverage

- A. Employees shall have John Deere Supplemental Health coverage effective the first day of the month following attainment of seniority, unless otherwise stated in this Collective Bargaining Agreement.
- B. Employees shall notify the Company within thirty-one (31) days of the date their dependency status changes (unless prevented from doing so because of reasons satisfactory to the Company) between "employees with no dependents" and "employees with one or more dependents" in order to be properly covered and classified. Upon such proper notification, coverage shall be deemed effective from the date the employee acquired the dependent.
- C. Evidence of good health is required, except for dental expense coverage, if an employee makes a Late Application for coverage on any person. An application is considered late when an employee:
 - (1) applies for coverage on any eligible person(s) more than 31 days after having been eligible, or

- (2) reapplies for coverage on any eligible person(s) whose coverage had earlier been cancelled.

When an employee applies for coverage after having previously waived benefits under this Plan because the employee was covered for similar benefits under the employee's Spouse's plan, an application is considered late:

- (1) if application for coverage is more than 31 days after benefits terminated under the Spouse's plan, or
- (2) if application for coverage, and benefits under the Spouse's plan have not terminated.

Section 3. Termination

A. Employee coverage referred to in Section 1 of this Article will terminate when the employee's employment terminates subject to the provision of this Plan.

B. Coverage on any dependent will cease automatically:

- (1) The date the dependent becomes covered as an employee of the Company, or
- (2) if the dependent is a spouse, on the date of divorce, or
- (3) if the dependent is a child when any such child fails to meet the definition of dependents as set forth in Section 9 of Article I or,
- (4) on the date of termination of employee coverage.

Section 4. Cost of Benefits

Except as otherwise specifically provided, the cost of providing benefits under this Plan will be borne by the Company and *no* contribution to the Plan shall be made by any employee, retired employee or beneficiary.

Section 5. Amendment, Modification, and Plan Termination

Except as otherwise specifically provided, John Deere Limited may at any time amend, modify, or terminate the Plan, provided however, that no change shall reduce the amount of any benefit to which an employee, retired employee, or beneficiary shall be entitled in respect to claims incurred prior to the effective date of such change.

Section 6. Funding

Except as otherwise specifically provided, benefits shall be provided through an insurance company selected by John Deere Limited, a fund established by John Deere Limited, or from the general assets of John Deere Limited.

Section 7. Claim for Benefits

In order for any employee, retired employee or beneficiary to receive benefits pursuant to any provisions of this Plan, such employee, retired employee or beneficiary must file a written claim within twelve (12) months from the date the expense was incurred, with exceptions noted below. The necessary form(s) for such purpose will be supplied by the Company.

Upon termination of a person's benefits under this plan, submission of the claim must be within the earlier of twelve (12) months from the **date** the expense was incurred **and** 90 **days** from the termination of plan benefit coverage.

Section 8. Denial of Benefits

When a claim for benefits is denied in full or in part, the claimant shall receive a written notice of the reason or reasons for such denial.

Section 9. Definitions

The term "Dependent" as used herein is limited to:

- A. The employee's spouse, as designated by the employee, who is residing in Canada, and will only include one person, defined as follows;
 - (i) the employee's legal spouse, or
 - (ii) the employee's common law spouse as defined in Appendix G, Article II, Section 13.
- B. The employee's unmarried natural or adopted children, or step-children of the employee or the employee's spouse (provided that the spouse's step-child(ren) reside with and are in the legal guardianship of the employee) or those for whom the employee has legal guardianship, or the employee has legal responsibility for health care, or legal adoption proceedings have been initiated who are
 - (i) under nineteen years of age, or nineteen years of age but under twenty-six years of age if a full-time student , and
 - (ii) residing in Canada, and
 - (iii) not employed on a full-time basis, and
 - (iv) not eligible for coverage under this or any other group benefits plan and
 - (v) dependent on the employee for more than one-half of their support
- C. A child who is incapacitated on the date when coverage would normally terminate. Any such child will continue to be eligible as a dependent provided the child was covered under this Plan immediately prior to that date. A child is considered incapacitated if the child is incapable of engaging in any substantially gainful activity and is dependent on the employee for support, maintenance and care due to a mental or physical handicap. Proof of the child's condition may be required as often as reasonably necessary.

ARTICLE II CONTINUATION OF COVERAGE UNDER THIS PLAN

Section 1. Leave of Absence

- A. An employee not actively at work due to leave of absence except maternity or parental leave of absence (See Section 3), may continue coverage under this Plan for a maximum of twelve (12) months on the following basis:
- (1) During the first (6) months of such leave, the employee will pay fifty (50) percent of the premium and the Company will pay the remaining fifty (50) percent of the premium. During the subsequent six (6) months of the leave, the employee will be required to pay the full premium.
 - (2) Employees not actively at work due to leave of absence for Local Union business may continue coverage under this Plan beyond twelve (12) months for the duration of the leave by paying the full premium by the first of each month.
- B. If an employee is granted a leave of absence due to a clinically anticipated disability based on the natural course of the employee's diagnosed condition and if such employee continues coverage under this Plan during such approved leave of absence as provided in Paragraph A-(1) of this Section, upon medical certification satisfactory to the Company from the employees attending physician that the employee is totally disabled, coverage for the employee will be continued under this Plan as provided in Section 3 of this Article.

Section 2. Layoff

- A. An employee with seniority but not actively at work due to layoff will have coverage, subject to the Non-duplication of Benefits provision of Section 2 of Article

VIII of this Plan, continued under this Plan for a period of time which will be determined by the number of credit units credited to the employee at the date of layoff, in accordance with the provisions of the Supplemental Unemployment Benefit Plan, but in no event will such period be less than six (6) months or exceed twelve (12) months from the date of layoff. One month's coverage will be provided for each four (4) credit units the employee is credited with as of the date of layoff but not to exceed twelve (12) months.

- B. Following the expiration of the maximum number of months for which the coverage under this Plan was continued under (A) above, the employee may continue coverage for a period of twelve (12) additional months by payment of the full premium without interruption.
- C. Notice will be given to employees at least sixty (60) days prior to termination of their coverage under this Plan notifying them of the date coverage will terminate as provided in Paragraph A above and of the provisions for continuation of coverage as provided in Paragraph B above.

Section 3. Illness, Accident, Maternity or Parental Leave of Absence

The coverage of an employee not actively at work because of illness, accident, maternity or parental leave of absence will be continued under this Plan at no cost to the employee during such illness, accident or leave of absence or for a period of time equal to the employee's continuous employment, whichever is lesser, but in any event not less than fifty-two (52) weeks.

An employee or a retired employee will have coverage continued while eligible to receive:

- (i) Long -Term Disability Benefits as set forth in the John Deere Disability Benefit Plan for Wage Employees, or

- (ii) Disability Retirement Benefits as set forth in the John Deere Pension Plan for Wage Employees.

Section 4. Employee Receiving Life insurance in Monthly Installments

An employee receiving Life Insurance in monthly installments under the John Deere Group Life and Disability Insurance Plan for Wage Employees will have the benefits outlined in this Plan continued by the Company without cost to the employee. While such benefits are in effect for such employee, they will be continued for the employee's eligible dependents.

Section 5. Retirement

An employee retiring under the John Deere Pension Plan for Wage Employees will have the benefits outlined in this Plan continued by the Company without cost to the employee. While such benefits are in effect for the retired employee, they will be continued for the employee's dependents without cost.

Section 6. Surviving Spouse

- A.** The surviving spouse of an employee not eligible to retire under the John Deere Pension Plan for Wage Employees at the time of death and who is receiving a Transition Survivor Income Benefit and not eligible for a Bridge Survivor Income Benefit will have coverage outlined in this Plan continued without cost while eligible to receive such Transition Survivor Income Benefits.
- B.** The surviving spouse of an employee not eligible to retire under the John Deere Pension Plan for Wage Employees at the time of death and who is eligible to receive both a Transition and Bridge Survivor Income Benefit will have coverage outlined in this Plan continued without cost while eligible to receive such Transition and Bridge Survivor Income Benefits.

- C. The surviving spouse of a retired employee or the surviving spouse of an employee who was eligible to retire under the John Deere Pension Plan for Wage Employees at the time of death will have the benefits outlined in this Plan continued by the Company without cost provided such spouse was covered under the Health Benefit Plan. While such benefits are in effect for the surviving spouse, they will be continued for such spouse's dependent children who were eligible as dependents at the time of death.
- D. If an employee dies as a result of a work incurred accident or illness, the surviving spouse not eligible under Paragraph C above, will have the benefits outlined in this Plan continued by the Company without cost. Such benefits will cease on the first to occur of the surviving spouse's remarriage, or death.
- E. If an employee dies as a result of a work incurred accident or illness and there is no surviving spouse, the legal guardian of the employee's eligible dependent children may continue the benefits outlined in this Plan for such dependents by payment of the full monthly premium.
- F. For the purpose of A, B, C, and D above, coverage will apply to the surviving spouse and the employee's or retiree's eligible dependents as defined in Article I, Section 9. No benefit will be payable with respect to a pregnancy commencing after the death of the employee.

ARTICLE III

Section 1 Benefit Contribution Rates

When an employee is required to make benefit contribution payments to continue coverage, such payments must be made prior to the first of the month for which it is paid.

**ARTICLE IV MEDICAL, SURGICAL AND
HOSPITAL EXPENSE BENEFITS UNDER
ONTARIO HEALTH INSURANCE PLAN
(OHIP)**

Section I. O.H.I.P

Ontario Health Insurance is a comprehensive Government-sponsored plan of health insurance for residents of Ontario. It provides a wide scope of benefits for medical and hospital services, plus additional benefits for the services of certain other health practitioners. Any portion of a medical or surgical bill covered by OHIP is not covered under any John Deere sponsored plan. John Deere Supplemental Insurance Plan will insure the difference, but only up to and including the amount shown in other sections of the John Deere Limited Health And Accident Insurance Plan.

**ARTICLE V SUPPLEMENTAL HOSPITAL
EXPENSE BENEFITS EMPLOYEES AND
THEIR DEPENDENTS**

Section 1. For Daily Room and Board Expense

- A. Benefits will be paid to an employee if a covered employee or a covered employee's dependent shall be confined upon the recommendation of a physician as a resident patient in a hospital on account of accidental bodily injury or sickness for an amount equal to the difference between the regular direct cost for standard ward and semi-private accommodation.
- Charges will be paid by the plan for up to 365 days for each continuous period of disability. Successive periods of confinement for the same or related causes will be considered one period - unless they are separated by a return to work (or by 60 days in the case of a retiree).
- B. Benefits will not be paid for any confinement following the date the attending physician or the employee or the employee's dependent determine that such confinement is no longer necessary.
- C. No payment shall be made under this section for any confinement in a chronic care bed or unit of a hospital or *in* any other bed or unit by whatever name called where patients do not require active medical treatment for the acute phase of illness or disability.

Section 2. Chronic and Convalescent Care

A covered employee or a covered employee's dependent eligible for benefits under Section 1-A of this Article because of confinement in a hospital on account of accidental bodily injury or disease for a period of five (5) days or more and transferred on orders of a physician within seven (7) days of release from such hospital on account of the same bodily

injury or sickness to a chronic or convalescent care bed of a hospital or any other bed by whatever name called where patients do not require active medical treatment but do require continued medical supervision will be eligible for benefits under this section. The amount payable for any day of *such* confinement where not eligible for benefit under Section 1 of this Article will be equal to the difference between the *regular* direct cost for standard ward and semi-private accommodation, provided that benefits shall be paid for not more than one hundred twenty days (120) during any *one* (1) period of disability.

Section 3. Exclusions and Limitations

- A. No payment shall be made under Section 1 for:
- (i) non-emergency hospital care outside the person's province of residence,
 - (ii) a period of confinement to a hospital outside of Canada, which extends beyond fourteen (14) days, unless the person cannot be safely moved to a hospital in the person's province of residence.
- B. No payment shall be made under Section 2 for any day of confinement for which the employee or employee's dependent is not eligible for services under a Hospital Insurance Act or a provincial hospital plan.

ARTICLE VI ADDITIONAL TREATMENT EXPENSE BENEFITS EMPLOYEES AND THEIR DEPENDENTS

Section 1. Prosthetic Device Benefits

A. Eligibility

Prosthetic device benefits' will be payable if a prosthetic device is received on or after 1 October 1975 by a covered employee or a covered employee's dependent as a result of accidental bodily injury or sickness on the order of a physician when payment for such device is not otherwise covered under the Plan. Payment will be made for the actual amount charged for such device up to the reasonable and customary charge. Payment may be made directly to the provider or supplier of such device.

B. Covered Expenses

- (1) Charges for artificial eyes, limbs and breast prostheses.
- (2) Charges for braces, trusses, collars, leg orthosis, casts and splints.
- (3) Charges for the following expenses when recommended by a physician or podiatrist:
 - i) stock-item orthopaedic shoes which form part of a brace;
 - ii) modifications or adjustments to stock-item orthopaedic shoes or regular footwear which form part of a brace; and terminal devices, such as hand hooks.
- (4) Post-surgical lenses customarily used during convalescence from eye surgery in which the lens of the eye was removed, or used to replace a congenitally absent lens of the eye. in addition, combinations of prosthetic lenses are covered when determined to be medically necessary by a

physician to restore essentially the vision provided by the crystalline lens of the eye.

- (5) Charges for ileostomy, colostomy and incontinence supplies.
- (6) Charges up to \$250.00 per covered person per lifetime for wigs where required for hair loss resulting from chemotherapy or other similar medical treatment.

Replacements of unusable prosthetic devices or repairs of these devices when furnished on a physician's order, and supplies and equipment not having any use other than in connection with the use of the prosthetic device and which are necessary for the effective use of the prosthetic device will also be covered.

C. Exclusions

Dentures, other dental appliances, hearing aids and glasses and contact lenses prescribed to correct visual defects are excluded. Also excluded are nondurable items such as support stockings and garments, special shoes, (unless an integral part of a leg brace), and elastic support bandages.

Section 2. Durable Medical Equipment

A. Eligibility

Durable Medical Equipment Benefits will be payable if durable medical equipment is received on or after 1 October 1975 by a covered employee or a covered employee's dependent as a result of accidental bodily injury or sickness on the order of a physician for use, when not confined as an inpatient in a hospital, nursing home, or any other institution for the treatment of such accidental bodily injury or sickness, or to improve the functioning of a malformed body member when payment for such equipment is not otherwise provided for under the Plan.

B. Payment

Payment will be made for the actual amount charged for the rental of such equipment up to the reasonable and customary charge. Payment may be made directly to the provider or supplier of the equipment. The company may approve purchase of such equipment if it can reasonably be assumed that the duration of need is such that the rental price would exceed the purchase price, or said items cannot be made available on a rental basis.

C. Covered Expenses

- (1) Manual hospital beds, respiratory and oxygen equipment and other durable medical equipment normally found only in hospitals;
- (2) Wheelchairs, crutches, canes, walkers;
- (3) Inhalators, traction equipment, nebulizers and suction machines, toilet aids, circulatory aids (which includes durable support stockings when medically necessary and prescribed, such as Jobst or equivalent, to a maximum of two (2) pair per year) and neuromuscular stimulants, and glucose monitors for insulin dependent type I diabetes is required, where there is documentation by the physician of poor control (i.e., widely fluctuating blood sugar before mealtime, frequent episodes of insulin reactions, evidence of frequent ketosis) or dependent type I diabetes millitus complicated by pregnancy.

Benefits will not be paid for special features or equipment such as motor drive beds and wheelchairs requested by the patient for personal comfort or convenience unless medically necessary.

D. Exclusions

“Durable Medical Equipment” does not include dentures; hearing aids; eyeglasses; contact lenses or equipment which is primarily and customarily used for nonmedical purposes such as heat lamps; air conditioners and other devices and equipment used

for environmental control or to enhance the environmental setting in which the patient is placed such as room heaters, humidifiers, dehumidifiers and other equipment which basically serve comfort or convenience: special pad or mattress to prevent decubitus ulcers, (except in case of advanced neurological disorders) and bed bath types of equipment which basically are utilized for hygienic purposes; prosthetic devices; any other item or device which does not stand repeated use such as elastic and support stockings, face mask, irrigating kits, ace bandages, orthopaedic shoes, (or other devices that do not serve a meaningful and necessary therapeutic purpose) in the care and treatment of the patient.

Section 3. Ambulance

Benefits will be paid to an employee on behalf of a covered employee or a covered employee's dependent for payment of any portion of the charge for licensed ground or air ambulance service to or from the nearest hospital where adequate treatment is available.

Section 4. Licenced, Certified Practitioner

Benefits will be paid to a covered employee for charges made by the following Licenced, Certified Practitioners for **necessary** treatment of himself or a covered dependent on account of accidental bodily injury or sickness, or examination to determine if such a condition exists, equal to the actual expense to the employee, up to the maximum amounts described below:

- (1) Homeopath, Naturopath, Chiropractor, Christian Science practitioner, Osteopath, Podiatrist and Acupuncturist: \$15.00 for each visit with a maximum of \$450.00 per person per calendar year.
- (2) Reasonable and customary charges for services of a licensed Psychologist, Speech Therapist, Physiotherapist and Massage Therapist shall be

payable up to a maximum of 3450.00 per person per calendar year per practitioner.

Section 5 Special Duty Nursing

- A. Benefits will be paid to an employee if a covered employee or a covered employee's dependent shall receive care and treatment within the practice of nursing that is performed in the employee's home by a graduate Registered Nurse (R.N.) or a Registered Nursing Assistant (R.N.A.), where treatment is determined medically necessary and is ordered by the attending physician.
- B. Benefits provided under this Section will be subject to the following conditions:
- (1) The employee shall pay the first \$100 of charges for such care and treatment incurred in each calendar year.
 - (2) Benefits shall be **paid in an amount** not to exceed 80% of the first \$10,000 (after the \$100 deductible) of the reasonable and customary charge for such care and treatment, and 100% of the reasonable **and customary charge** for such care and treatment in excess of \$10,000. This benefit is subject to a \$10,000 maximum per person per calendar year and to a maximum total benefit under this Section of **\$70,000** for **any person for** his or her lifetime.
- C. Charges for the following services are not covered:
- (1) Service provided primarily for custodial care, homemaking duties or supervision;
 - (2) Service performed by a nursing practitioner who is related or lives with the employee or the employee's dependent;
 - (3) Service performed while confined in a hospital, a nursing home, or any similar institution; and
 - (4) Service which can be performed by a person of lesser qualification, a relative, friend or a member of the household.

Section 6. Health Coverage outside province of residence/Canada

- A. No payment shall be made under this plan for non-emergency hospital care outside the person's province of residence.
- B. No payment shall be made under this plan for a period of confinement to a hospital outside of Canada, which extends beyond fourteen (14) days, unless the person cannot be safely moved to a hospital in the person's province of residence.
- C. No payment shall be made under this plan for any day for which the employee or employee's dependent is not eligible for services under a Hospital Insurance Act or a provincial hospital plan
- D. Charges incurred for treatment required **as** a result of a Medical Emergency arising while temporarily outside the province of residence are covered under this plan, provided that the covered person who receives the treatment is also covered by the Provincial Plan during the absence from the province of residence.

A Medical Emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins while a covered person is travelling outside his province of residence and requires immediate medical attention. Such emergency no longer exists when, in the opinion of the attending physician, the covered person is able to return to his province of residence.
- E. Eligible expenses under this Plan for treatment outside the province of residence will be limited to a maximum of **\$1,000,000** per person and will cover the following expenses:
 - (1) Physician services;
 - (2) Charges for the difference between **ward** and semi-private room and board rates up to the maximums stated in this Plan had the person been confined to a hospital in the person's province of residence;

- (3) The cost of hospital services; and
 - (4) Hospital charges for out-patient treatment.
- F Covered Expenses will be limited to reasonable and customary charges less the amount payable by the Provincial Plan, or which would have been payable had proper application been made. All other charges incurred while outside the province of residence are payable under the appropriate Covered Expense on the same basis as if they were incurred in the province of residence.
- G. The plan provides Travel Assistance coverage to covered employees and covered dependents as outlined in the ManuAssist explanatory brochure in effect at the time of the claim.

ARTICLE VII CATASTROPHIC MEDICAL EXPENSE BENEFITS

Section 1. Eligibility

- A. Benefits will be paid to an employee if a covered employee or a covered employee's dependent incurs Catastrophic Medical Expense as hereinafter provided.

Section 2. Effective Date

- A. The benefits provided in this Article shall be effective for disabilities commencing on or after 6 June 1983.

Section 3. Covered Catastrophic Medical Expense

- A. Subject to the limitations and provisions hereinafter contained, if a covered employee or a covered employee's dependent shall be necessarily confined as a resident patient of a hospital after exhaustion of the benefits under Article V, Section 1-A of this Plan. benefits will be paid to the employee for the following necessary health care services in respect to such continuing disability on account of accidental bodily injury or sickness:
1. In-patient hospital care beyond 365 days for an illness or injury;
 2. Necessary special duty nursing services, rendered outside of hospital, by a person **as** described in Article VI, Sections 5(A) and 5 (C).
- B. If a covered employee or a covered employee's dependent necessarily receives special duty nursing services by a person **as** described in Article VI Sections 5(A) and 5(C), subject to the limitations and provisions hereinafter contained, benefits will be paid to the employee for charges for such services to the extent that such charges are reasonable and

customary for the area and type of service, are not rendered by a member of the employee's family, and the first \$100 of such charges in a calendar year are paid by the employee.

Section 4. Indemnity Limits

- A. Payment for charges for health care services described in Section 3-(A)-1 of this Article for in-patient hospital care beyond 365 days shall be 80% of the first \$10,000 of such charges in respect of any one (1) disability, and 100% of such charges in excess of \$10,000, subject to a \$10,000 maximum per person per calendar year and total benefit under this Article of \$70,000 for any person for his or her lifetime.
- B. Total payment for charges for health care services described in Article VI, Section 5 and Section 3-(A)-2 of this Article for special duty nursing shall be 80% of the first \$10,000 of such charges in respect of any one (1) disability, and 100% of such charges in excess of \$10,000, subject to a \$10,000 maximum per person per calendar year and total benefit under this Article of \$70,000 for any person for his or her lifetime.

Section 5. Exclusions and Limitations

- A. No payment shall be made under this Article in respect to charges for services for which benefits are otherwise provided under any health benefit program provided through the Company to employees and their dependents.

**ARTICLE VIII EXCLUSIONS AND
LIMITATIONS APPLICABLE TO ALL
ARTICLES OF THE PLAN**

Section 1. Exclusions and Limitations

- A. No payment shall be made in any event with respect to:
- (1) Charges incurred for which benefits are payable in accordance with the provisions of any Workplace Safety and Insurance law.
 - (2) Charges incurred for which benefits are provided under any Governmental programs.
 - (3) Charges which would not have been made if no coverage had existed or for charges the employee is not legally required to pay.
 - (4) Charges related to war, insurrection, the hostile action of any armed forces or participation in a riot or civil commotions.
 - (5) Charges related to the conviction of a criminal offence (excluding impaired driving or attempted assault).
 - (6) Charges for periodic check-ups, broken appointments, third party examinations, travel for health purposes or completion of claim forms.
 - (7) Charges for services or supplies received from a medical or dental department maintained by an employer, association or trade union.
 - (8) Charges for services or supplies which are required only for recreation or sports. .
- B. Reimbursement for eligible expenses will be limited to the reasonable and customary charges for such expense or to the cost of any medical equipment or

device that adequately meets the covered person's fundamental medical needs.

Section 2. Nonduplication of Benefits

- A. This provision shall apply to an employee whose coverage is continued during a period of layoff provided he is entitled to benefits as a covered employee of another employer.
- B. If any benefit shall be provided under any other group benefit policy, or any other group plan by whatever name called, on account of hospital, surgical and medical expenses covered under this Plan and in connection with any injury, sickness or pregnancy an amount equal to the sum of (1) the total benefits provided through such policy or plan and (2) the total cash value computed on an equitable basis of all services and supplies furnished through such policy or plan under provisions thereof which provide for the furnishing of services and supplies rather than payment in cash shall be deducted from the amount which otherwise would be payable under this Plan on account of such injury, sickness or pregnancy.

Section 3. Coordination of Benefits

A. Coordination

Benefits for covered expenses payable under this Plan shall be coordinated as set out below with the following "other group plans":

- (1) other employment-related group benefit plans;
- (2) any other arrangement of coverage for individuals in a group, whether on **an** insured or uninsured basis, including any pm-payment coverage, capitation plan, franchise plan or services plan;
- (3) individual travel insurance plans (which are coordinated in accordance with the guidelines provided by the Canadian Life and Health Insurance Association).

The term "other group plans" does not include school insurance.

B. How Claims are Coordinated

Benefits payable under this Plan will be reduced so that no more than 100% of eligible expenses are jointly paid by this Plan and all other plans which come before this Plan in the Order of Benefit Payment.

For the purpose of this section, eligible expenses are as defined in each plan document, before any applicable payment limitations, such as deductibles, coinsurance and maximums, are applied. An expense is eligible only to the extent that it is reasonable and customary.

C. Order of Benefit Payment

The following rules establish the Order of Benefit Payment. These rules are applied from first to last until an order is established.

- (1) The other group plan that does not contain a Coordination of Benefits provision shall be considered primary.
- (2) If all the other group plans contain a Coordination of Benefits provision:
 - a. The plan of the employer of the covered person on whose behalf the expenses were incurred shall be primary. If the person is an employee under more than one plan, the following order applies:
 1. the plan where the person is an active full-time employee;
 2. the plan where the person is an active part-time employee;
 3. the plan where the person is a retiree.
 - b. In the case of a covered dependent who is the spouse of a covered person, if "a" above does not establish which plan is primary, the plan under which he or she is a dependent shall be primary.

- c. In the case of a covered dependent who is the child of a covered person, expenses should be submitted first to the plan of the Parent whose birthday falls earlier in the calendar year. If both parents share the same birthday, expenses should be submitted in alphabetical order of the parents' first names.
- d. If the parents are separated or divorced:
 - 1. claims should be submitted first to the plan of the parent with custody of the child;
 - 2. then the plan of the spouse of the parent with custody of the child;
 - 3. then the plan of the parent not having custody of the child;
 - 4. then the plan of the spouse of the parent not having custody of the child.
- e. For dental accidents, extended health care plans with accidental dental coverage determine benefits before dental plans.
- f. If the Order of Benefit Payment cannot be established by the above rules, benefits will be pro-rated among the plans in proportion to the amounts that would have been paid under each plan had there been coverage by that plan only.

D. Right of Recovery

Whenever benefit payments have been made under this Plan and by the other group plan which are in excess of the amount of allowable expenses, the Company shall have the right to recover such overpayments. Recovery of overpayment, if any, may be made at a later date from any person to, for or with respect to whom such payments were made, any insurance companies and any other organizations.

E. Release of Information

Any person claiming benefits under this Plan must authorize the release of such information as may be necessary to implement this Section 3.

Section 4. Subrogation

In the event of any payments to the employee for services under the Health Benefit Plan provided in Appendix B for which the employee may have a cause of action against a third party the Company and its Carrier will have their interests subrogated in this regard. This will entitle the Company and its Carrier to be reimbursed for any amount that the employee recovers in payment for the above services from any third party.

The employee will execute and deliver such instruments and papers as may be required and do whatever else is necessary to ensure such rights. The employee may take no action which may prejudice the subrogation rights.

The subrogation rights referred to above do not apply to an individual policy purchased by the employee.

Section 5. Administrative Benefit Guidelines

There may be some expenses, including drugs not legally requiring a prescription, that are not explicitly covered in this agreement but are covered now or may be covered in the future by administrative practice by agreement of the parties or due to changes in accepted administrative guidelines, benefit standards, technology or other similar reasons. The Administrator of this Plan has the right to amend the coverage for any expenses not explicitly contained in this agreement in order to conform with accepted benefit standards and guidelines.

ARTICLE IX PRESCRIPTION DRUG EXPENSE BENEFITS EMPLOYEES AND THEIR DEPENDENTS

Section 1. Eligibility

Prescription drug expense benefits as set out herein will be payable if a covered employee or a covered employee's dependents incur expenses for eligible prescription drugs and medicines as a result of an injury not entitling him to benefits under any Workplace Safety and Insurance or occupational disease law, or of sickness not entitling him to benefits under any such law as follows.

Charges will be payable for:

- (1) any drug or medicine that *is* dispensed by a licensed Pharmacist and which by law or convention requires the written prescription of a Physician or Dentist;
- (2) the following non-prescription drugs, when prescribed by a Physician: Actifed, Aveeno, Acetaminophen, Benadryl, Claritin, Dimetapp, Dimetane, Duo C.V.P., Hismanal, Maxenal, Omade, Peritrate, Phenegran, Pro-banthine, Sudafed, Tavist;
- (3) injectable medications;
- (4) life-sustaining drugs;
- (5) oral contraceptives; and
- (6) standard syringes, needles and diagnostic aids required for the treatment of diabetes (charges for cotton swabs, rubbing alcohol, and similar equipment are not covered).

Charges will not be payable for:

- (1) preventative vaccines (oral or injected);
- (2) the administration of serums, vaccines, or injectable drugs;
- (3) drugs, biologicals and related preparations which are intended to be administered in hospital on an in-

patient basis or out-patient basis and are not intended for use at home:

- (4) dietary supplements, health foods and nutritional products, vitamins (oral or injected);
- (5) anti-obesity drugs and weight-loss programs: and
- (6) treatment of varicose veins.

Section 2. Amount of Benefit

- A. Payment shall be made for such drug or medicine expense incurred during any calendar year which exceeds the deductible specified below to the employee, subject to the provisions hereinafter contained, an amount not to exceed the actual charge to the employee for the reasonable and customary charge for such drugs and medicines incurred during any such calendar year which are in excess of the deductible. An expense or charge shall be deemed incurred as of the date of the purchase and for which payment is made.
- B. The deductible in respect of each prescription drug expense equals the amount of the dispensing fee applied to the cost of purchasing the prescription drug from the pharmacy that is greater than \$10.50.
- C. The term **drugs** and medicines as used herein shall mean **drugs** and medicines legally requiring a prescription, except as indicated in Article VIII, Section 5 or as may be specifically agreed to by the parties.

Section 3. Exclusions and Limitations

- A. No payment shall be made in any event with respect to charges for drugs and medicines administered or obtained while the employee or dependent is confined to a hospital.
- B. No payment shall be made for charges for any prescription refill in excess of the number specified by the Physician or any refill dispensed after one year from the date of the Physician's latest order.

ARTICLE X DENTAL EXPENSE BENEFITS EMPLOYEES AND THEIR DEPENDENTS

Section 1. Eligibility

- A. Benefits will be paid to an employee if a covered employee or a covered employee's dependent incurs Dental Expenses as hereinafter provided and such expenses are incurred on or after the effective date of coverage for such covered employee.
- B. Notwithstanding any other provision of the Health Benefit Plan, an employee who was hired on or before 31 December 1979 will be covered for the benefits provided in this Article.
- C. Any employee hired on or after 1 January 1980 will be covered for benefits provided in this Article on the first day of the month following one (1) year of continuous employment.

Section 2. Effective Date

The Benefits provided in this Article will become effective 1 January 1980.

Section 3. Hospital Expenses

- A. If a covered employee or a covered employee's dependent, is confined as a resident patient in a hospital for medically necessary treatment in connection with injuries or disease of a dental nature, the daily room and board and miscellaneous fee expenses incurred during such confinement will be payable under the provisions of Article IV and V.

Section 4. Indemnity Limit

- A. The maximum benefit payable in any one (1) calendar year for benefits under this Article, except benefits described in Section 5-A-(1) and 5-A-(5) will be one thousand, four hundred dollars (\$1,400)

- B. The maximum benefit payable in connection with orthodontic treatment will be one thousand, five hundred dollars (\$1,500) for all such expenses incurred during the life time of the covered person. The one thousand, five hundred dollars (\$1,500) is applicable only to treatment on or after 01 October 1998.
- C. The maximum benefits payable in Paragraphs A and B above will apply separately to each covered employee and to each covered employee's dependent.

Section 5. Covered Dental Expenses

- A. Benefits will be paid to the employee subject to the limitations and provisions hereinafter contained in an amount equal to the actual expense to a covered employee of the reasonable and customary charge of a licensed dental practitioner or denturist operating under the scope of their license for the dental services and supplies received by a covered employee or a covered employee's dependent for the necessary treatment **as** hereinafter listed.
 - (1) One hundred percent (100%) of the reasonable and customary charge for:
 - a. The excision of partially or completely unerupted or impacted teeth.
 - b. Surgical removal of an erupted tooth (must require incision of tissue).
 - c. Gingivectomy procedures, if performed in connection with the treatment of diseased gums.
 - d. Alveolectomy, but not the extraction of teeth preceding such alveolectomy at one sitting.
 - e. Incision and drainage of abscess.
 - f. Removal of cysts and neoplasms.
 - g. Frenectomy.
 - h. Biopsy.

- i. Excision of hypertrophied or hyperplastic tissue.
 - j. Sulcoplasty.
 - k. Oral antral fistula closure and/or antral root recovery.
 - l. Exostosis.
 - m. Osteoplasty or Ostectomy or Osteotomy.
 - n. Fracture of facial bones.
 - o. Neurectomy - not associated with root canal therapy.
 - p. Sialolithotomy and associated diagnostic procedures.
 - q. Surgical exposure of impacted or unerupted teeth for orthodontic treatment.
- (2) One hundred percent (100%) of the reasonable and customary charge for:
- a. Oral examinations including prophylaxis (scaling and cleaning of teeth), but not more than one (1) examination in any period of six (6) consecutive months.
 - b. Topical application of sodium or stannous fluoride.
 - c. Dental X-rays, but not more than one (1) full mouth X-ray or panorex in any period of thirty-six (36) consecutive months; and supplementary bitewing X-rays but not more than once in any period of six (6) consecutive months; and such other dental X-rays as required for diagnosis.
 - d. Routine extraction's (removal of teeth uncomplicated).
 - e. Fillings.
 - f. Pit and fissure sealants.

- g. Injection of medication, other than local anesthetic by the attending dentist.
 - h. Repair or recementing of crowns, inlays, bridgework or dentures, or relining of dentures.
 - i. Space maintainers.
 - j. Inlays (covering at least 3 surfaces provided the tooth cusp is missing).
 - k. Crowns and onlays (only when function is impaired due to cuspal or incisal angle damage caused by trauma or decay).
 - l. Root canal therapy.
 - m. Relining and rebasing of dentures.
 - n. Oral surgery procedures not included in A-(l) above.
 - o. General anesthesia administered as an outpatient for removal of a tooth or teeth
 - p. Treatment of periodontal and other diseases of gums and tissues of the mouth but not surgical procedures covered in A-1 above nor bridgework required in connection with such treatment
- (3) Fifty percent (50%) of the reasonable and customary charge for:
- a. Tooth transplantation or implantation or reimplantation.
 - b. Initial installation (including adjustments during the six (6) month period following installation) of partial or full removable dentures.
 - c. Replacement of existing partial or full removable dentures, but only if satisfactory evidence is presented that:
 - (i) the replacement or addition of teeth is required to replace one (1) or more teeth extracted after the existing denture was installed; or

(ii) the existing denture was installed at least five (5) years prior to its replacement and the existing denture cannot be made serviceable; the five (5) year period shall not be applicable to appliances provided before 1 October 1974; or

(iii) the existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within twelve (12) months from the date of installation of the immediate temporary denture.

Normally, dentures will be replaced by dentures, but if achieving a professionally acceptable course of treatment requires bridgework, such bridgework will be a Covered Dental Expense.

- (4) Fifty percent (50%) of the reasonable and customary charge for:
- a. Initial installation of fixed bridgework, including inlays covering at least 3 surfaces (only when function is impaired due to cuspal or incisal angle damage caused by trauma or decay) and crowns to form abutments.
 - b. Replacement of fixed bridgework, but only if satisfactory evidence is presented that:
 - (i) the replacement is required to replace one (1) or more teeth extracted after the existing bridgework was installed; or
 - (ii) the existing bridgework was installed at least five (5) years prior to its replacement and the existing bridgework cannot be made serviceable; the five (5) year period shall not be applicable to appliances provided before 1 October 1974.
- (5) Fifty percent (50%) of the reasonable and customary charge for:

- a. Orthodontic treatment, appliance therapy, and functional/myofunctional therapy. However, general anesthesia and x-rays required in connection with orthodontic treatment shall be covered under Paragraph A-(2) of this Section. Extractions which are required for and which are a part of the orthodontic treatment plan will be payable under this provision.

Section 6. Treatment Plan.

- A. If a course of treatment can reasonably be expected to involve Covered Dental Expenses of more than one hundred twenty-five **(\$125)**, a description of the procedures to be performed and an estimate of the dentist's charges should be filed with the Administrator prior to the commencement of the course of treatment. The Administrator will notify the employee of the amount, if any, that is payable.
- B. In determining the amount of benefits payable, professional consideration will be given to procedures, services, or courses of treatment that are customarily provided by the dental profession in conformity with good professional practices and standards that may be performed for the dental condition concerned. The amount payable for Covered Dental Expenses will be based on the current Fee Guide for General Practitioners and Specialists approved by the Provincial Dental Association in the Province in which the covered employee resides. If the expense is not included in the Dental Fee Guide, reasonable and customary charges will be determined by the Administrator. In the event alternate procedures are deemed adequate in accordance with good professional practices and standards, the amount of benefits payable will be determined based on the reasonable and customary charge for the alternate procedure.
- C. If a description of procedures to be performed and an estimate of the dentist's charges are not submitted in

advance, the Administrator reserves the right to **make** a determination of benefits payable under this Article taking into account procedures, services or courses of treatment which will provide a professionally adequate result.

- D. No Treatment Plan is required to be submitted in advance of treatment under one hundred twenty-five (\$125) or to emergency treatment, oral examinations, X-rays or prophylaxis. A course of treatment is one (1) or more treatments in a planned series resulting from a dental examination.

Section 7. Limitations

A. Restorative:

1. Gold, baked porcelain restorations, crowns and jackets. If a tooth can be restored with a material such as amalgam, appropriate payment for that procedure will be made toward the charge for another type of restoration selected by the patient and the dentist. The balance of the treatment charge will remain the responsibility of the patient.
2. Reconstruction
Appropriate payment will be made toward the cost of procedures necessary to eliminate oral disease and to replace missing teeth. Appliances or restorations necessary to increase vertical dimension or restore the occlusion will be considered optional and their cost will remain the responsibility of the patient.

B. Orthodontics:

1. If orthodontic treatment is terminated for any reason before completion, the obligation to pay benefits will cease with payment to the date of termination.
2. The monthly benefit payment obligation under the orthodontic benefits provision shall cease on the

termination date of this Agreement unless renewed or extended.

Section 8. Exclusions

Covered Dental Expenses do not include and no benefits are payable for:

- A. Charges for which benefits are otherwise provided under this Health Benefit Plan, through a government plan or a legally mandated program.
- B. Charges related to war, insurrection, the hostile action of any armed forces or participation in a riot.
- C. Charges related to the conviction of a criminal offence (excluding impaired driving or attempted assault)
- D. Charges for the treatment of temporomandibular joint dysfunction.
- E. Charges for treatment by other than a dentist or denturist, except that scaling or cleaning of teeth may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and guidance of the dentist.
- F. Charges for services and supplies that are solely cosmetic in nature, including **charges** for personalization or characterization of dentures, unless needed because of an accidental injury while covered under this Plan.
- G. Charges for prosthetic devices (including bridges and crowns) and the fitting thereof which were **ordered** while the individual **was** not covered for Dental Expense Benefits or which were ordered while the individual **was** insured for Dental Expense Benefits but are finally installed or delivered to such individual more than sixty (60) days after termination of insurance.
- H. Charges for the replacement of a lost, missing or stolen removable appliance.

- I. Charges set forth in "Exclusions" applicable to all Articles.
- J. Charges for failure to keep a scheduled visit with the dentist or denturist.
- K. Services provided by dental laboratories or expanded dental auxiliaries unless such dental laboratories or dental auxiliaries are licensed in accordance with the requirements of the jurisdiction in which it is located and the charges are reasonable and customary.

Section 8. Definitions

- A. The term "Dentist" means a legally licensed dentist practicing within the scope of his license. For the purposes of this Article, the term "Dentist" also includes a legally licensed physician authorized by his license to perform the particular dental services he has rendered.
- B. The term "Orthodontic Treatment" means the preventive and corrective treatment of all those dental irregularities which result from the anomalous growth and development of dentition and its related anatomic structures or as a result of accidental injury and which require repositioning of teeth to establish normal occlusion.

Section 10. Coordination With Other Dental Expense Benefits

- A. The Company shall follow the same procedures with respect to the Dental Expense Benefits concerning coordination of benefits as is set forth in Article VIII, Section 3.

ARTICLE XI VISION CARE EXPENSE BENEFITS EMPLOYEES AND THEIR DEPENDENTS

Section 1. Eligibility

- A. Benefits will be paid to an employee if a covered employee or a covered employee's dependent incurs Vision Care Expense as hereinafter provided and such expenses are incurred on or after the effective date of coverage for such covered employee.
- B. Notwithstanding any other provisions of the Health Benefit Plan, an employee who has attained seniority as of 31 December 1979 will be covered for benefits provided in this Article.
- C. Any employee hired before 31 December 1979 who had not obtained seniority by 31 December 1979 will be covered for benefits provided in this Article on the first day of the month following attainment of seniority.
- D. Any employee hired on or after 1 January 1980 will be covered for benefits provided in this Article on the first day of the month following *one* (1) year of continuous employment.

Section 2. Effective Date

The benefits provided in this Article shall be effective 1 January 1980.

Section 3. Covered Vision Care Benefits

- A. Benefits will be paid to the employee subject **to the** limitations and provisions hereinafter contained for covered expenses when prescribed by an Ophthalmologist, Optometrist or Optician as follows
 - (1) Necessary materials and professional services to order, prepare, fit and adjust single vision, bifocal trifocal, lenticular or contact prescription lenses

once during any period of 24 consecutive months, and once during any period of 12 consecutive months for covered dependents age 16 and under, and then only if new lenses are prescribed.

- (2) Frames for prescription glasses once in any period of 24 consecutive months from the last receipt of frames and once during any period of 12 consecutive months for covered dependents age 16 and under, and then only if new lenses are prescribed.

Section 4. Indemnity Limits

- A. The maximum benefit payable in any period of 24 consecutive months for covered employees and covered dependents over age 16 and in any period of 12 consecutive months for dependents 16 and under when necessitated by a prescription change shall be **\$125.00** for materials and professional services **as** provided in Section 3.
- B. The limitations provided in this section shall apply whether or not a claim for benefits are for replacement of lost, stolen or broken lenses, contact lenses or frames.

Section 5. Exclusions

- A. Covered Vision Care Expenses do not include and no benefits are payable for:
 - (1) Lenses which do not require a prescription.
 - (2) Charges for which benefits are otherwise provided under this Health Benefit Plan and the Ontario Health Insurance Plan.
 - (3) Procedures determined to be special or unusual, such as, but not limited to, orthoptics, vision training, subnormal vision aids and aniseikonic lenses.

- (4)** Vision examinations or materials furnished for any condition, disease, ailment, or injury arising out of and in the course of employment.
- (5)** Services rendered and materials ordered:
 - (a)** before the employee became eligible for this benefit;
 - (b)** after termination of the insured employee's employment; except for materials ordered while covered by this Plan and delivered within thirty **(30)** days after the date of termination;
 - (c)** for which the employee is not charged or is not obligated to pay.
- (6)** Charges for failure to keep a scheduled visit with the Ophthalmologist, Optometrist or Optician.

ARTICLE XII HEARING AID EXPENSE BENEFIT PLAN FOR EMPLOYEES AND THEIR DEPENDENTS

Section 1. Eligibility

- A. Benefits will be paid to an employee if a covered employee or a covered employee's dependent incurs Hearing Aid Expense **as** hereinafter provided and such expenses are incurred on or after the effective date of coverage for such covered employees.
- B. Notwithstanding any other provisions of the Health Benefit Plan an employee hired on or before 31 December 1979 will be covered for benefits provided in this Article.
- C. Any employee hired on or after 1 January 1980 will be covered for benefits provided in this Article on the first day of the month following one (1) year of continuous employment.

Section 2. Effective Date

The benefits provided in this Article shall be effective 1 April 1980.

Section 3. Covered Hearing Aid Expense Benefits

- A. Benefits, subject to certain limitations will be paid in an amount based on the actual charge for the service or hearing aid supplies. Benefits under the plan are:
 - (1) Hearing aids designed for in-the-ear, behind-the-ear or on the body use and only if the hearing aid prescribed is based upon the audiometric examination and hearing aid evaluation test and the hearing aid provided is the make and model prescribed by the otologist, otolaryngologist or clinical audiologist.

Section 4. Indemnity Limits

- A. Benefits for services summarized in Section 3-A-(1) are limited to one (1) hearing aid in any period of thirty-six (36) calendar months after the most recent hearing aid for which benefits were payable under the Plan.
- B. The benefit covered under the Plan will be the actual charge, but not more than \$425.00 for the cost and installation of a hearing aid including the hearing aid, initial batteries and a minimum of six (6) months necessary follow-up care.

Section 5. Coordination of Benefits

The Company shall coordinate payment for services and supplies provided by the Hearing Aid Expense Benefit Plan with other group plans which provide hearing aid benefits as is set forth in Article VIII, Section 3.

Section 8. Services Not Covered

Covered hearing aid benefit expenses do not include and no benefits are payable for the following:

- A. Audiometric examinations and/or hearing aid evaluation tests.
- B. Medical or surgical treatment.
- C. Examinations, tests and hearing aids provided under Workplace Safety and Insurance law.
- D. Drugs or other medications.
- E. Hearing aids ordered before a person became eligible for benefits under this plan or after termination of coverage.
- F. Hearing aids ordered while covered by the plan, but delivered more than 60 days after termination of coverage.
- G. Charges for hearing aids for which no charge is made to the patient or for which no charge would be made in the absence of this plan.

- H. Charges for hearing aids which do not meet professionally accepted standards or practice, or which are not recommended or approved by the otologist, otolaryngologist or clinical audiologist.
- I. Charges for hearing aids received as a result of ear disease, defect or injury due to an act of war declared or undeclared.
- J. Charges for hearing aids provided by any governmental agency which are obtained without cost by compliance with any federal, provincial, municipal or other governmental body law or regulation, or any charges to the extent they are payable under any health care program supported in whole or in part by funds of the federal government or any provincial or political sub-division thereof.
- K. Replacement of hearing aids that are lost or broken unless, at the time of such replacement, the covered person is otherwise eligible as described in Section 4-A.
- L. Charges for the completion of any insurance forms.
- M. Replacement parts for and repairs of hearing aids.
- N. Eyeglass-type hearing aids, to the extent the charge exceeds the covered hearing aid expense for one hearing aid.
- O. Charges for failure to keep a scheduled visit with an audiologist.'

APPENDIX "C"
**THE DISABILITY BENEFIT PLAN FOR WAGE
EMPLOYEES**

ARTICLE I ESTABLISHMENT OF PLAN

Section 1. Preamble

John Deere Welland Works of John Deere Limited, hereinafter referred to as the Company, will provide the Disability Benefit Plan for Wage Employees (hereinafter referred to as the Plan). This Plan shall make available Weekly Indemnity coverage for Total Disability (hereinafter referred to as Weekly Indemnity), Layoff Disability Benefits coverage, and Long-Term Disability Benefits coverage, as hereinafter set forth. The Weekly Indemnity coverage has been amended effective 1 October 1998 to qualify for registration with the Employment Insurance program.

Section 2. Claims Covered Under New Plan

The benefits provided in this Plan shall be payable with respect to any claims initially incurred on or after 1 October 1998. With respect to claims initially incurred prior to 1 October 1998, benefits will be payable as per the collective agreement in effect at the date the claim was incurred.

Section 3. Effective Dates of Coverage

Employees shall have coverage effective the first day of the month following attainment of seniority, provided the employee is actively at work on that day. Otherwise, coverage will be effective on such later date that the employee first reports to work on a full-time basis.

Section 4. Physical Examinations

The Company, at its own expense, shall have the right to require an employee to submit to an examination by an

independent physician designated by it for the purpose of determining continuing disability. The Company shall have the right to examine the employee as often as it may reasonably require during an extended disability.

Section 5. Termination

Employee coverage referred to in Section 1 will terminate when the employee's employment terminates subject to the provisions of this Plan.

Section 6. Cost of Benefits

Except as otherwise specifically provided, the cost of providing benefits under this Plan will be borne by the Company and no contribution to the Plan shall be made by any employee, or retired employee.

Section 7. Amendment, Modification, and Plan Termination

Except as otherwise specifically provided, the Company may at any time amend, modify, or terminate this Plan, provided however, that no change shall reduce the amount of any benefit to which an employee or retired employee shall be entitled on account of disability incurred prior to the effective date of such change.

Section 8. Funding

Except as otherwise specifically provided, benefits shall be provided through an insurance company selected by the Company, a fund established by the Company, or from the general assets of the Company.

Section 9. Application for Benefits

In order for any employee to receive benefits pursuant to the provisions of this Plan, such employee must file a written application. The necessary form(s) for such purpose will be supplied by the Company.

Section 10. Denial of Benefits

When application for benefits provided by this Plan is denied in full or in part, the employee shall receive a written notice of the reason or reasons for such denial.

ARTICLE II CONTINUATION OF COVERAGE

Section I. Leave of Absence

Weekly Indemnity coverage may be continued by the Company for thirty-one (31) days in the event of a leave of absence, or **as** agreed to between the Company and the employee during a maternity or parental leave of absence.

Section 2. Layoff

- A. Weekly Indemnity coverage will be continued for thirty-one (31) days in the event of a layoff.
- B. If an employee becomes disabled while on layoff, after thirty-one (31) days, the employee may be eligible for a Layoff Disability Benefit as set forth in Article IV, Section 3. An employee with seniority who has at least one credit unit under the SUB Plan will have Layoff Disability Insurance continued subject to the Nonduplication of Benefits provision in Article V, Section 2 for a period of time which will be determined by the number of credit units credited to the employee at the time of **layoff** in accordance with the provisions of the Supplemental Unemployment Benefit Plan. One month's coverage will be provided for each four (4) credit units the employee is credited with as of the date of layoff but not to exceed twelve (12) months.

ARTICLE III AMOUNT OF BENEFIT

Section 1. Determination of Earnings

A. The Earnings of each Wage employee upon which his Weekly Indemnity coverage for Total Disability and Long-Term Disability is based shall be determined as follows:

The individual employee's hourly earning rate shall be his average straight-time hourly earnings **as** of the first day of each January, April, July and October which shall determine the benefit for each three (3) months' period beginning the following February, May, August and November. The method of computing the wage employee's average straight-time hourly earnings **as** of the 1st day of each January, April, July and October shall be as follows:

a. Divide the sum of all money paid during the three (3) calendar months preceding such date for hours worked, excluding overtime penalty **pay**, by the total of such hours worked. Newly hired **wage** employees or employees transferred from salary payroll to wage payroll shall have their benefit based upon the wage rate of the classification to which they are first assigned until the next regular period for benefit determination **as** outlined.

Your average earnings in these months	Jan Feb. Mar	Apr. May Jun.	Jul. Aug. Sep.	Oct Nov Dec
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As determined on these dates	1 Apr.	1 Jul.	1 Oct.	1 Jan
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Determines Weekly Indemnity Benefits for claims commencing in these months	May Jun.	Aug. Sep.	Nov. Dec.	Feb Mar Apr
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B. In determining the Earnings on and after 1 October 1998 the cost-of-living allowance provided through
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June 1998 shall be included for employees at work on or after 1 November 1998.

- C. In determining the Earnings for Weekly Indemnity on and after 1 October 1998, any cost-of-living allowance, gain-sharing and overtime pay shall be added to the Earnings up to the extent needed such that the benefit amount calculated in section 2 of this Article equals 55% of such weekly earnings up to a maximum of \$413 per week.

Section 2. Benefit Amount

- A. The Weekly Indemnity Benefit amount shall be 55% of the employee's weekly earnings to a maximum benefit of \$503 per week. An employee's weekly earnings are computed as the Earnings determined in section 1 of this Article multiplied by forty (40).
- B. The monthly Long Term Disability Benefit amount shall be 50% of the employee's monthly earnings to a maximum benefit of \$1,975 per month. An employee's monthly earnings are computed as the Earnings determined in section 1 of this Article multiplied by two-thousand eighty (2,080) and divided by twelve (12).
- C. Any Weekly Indemnity Benefits due for periods *less* than a full week shall be paid on the basis of one-fifth (1/5) of the weekly benefit for each day of an employee's regular five (5) day work-week.

ARTICLE IV COMMENCEMENT AND DURATION OF BENEFITS

Section 1. Weekly Indemnity

- A. If a covered employee shall be totally disabled as a result of occupational or non-occupational accidental bodily injury or sickness not hereinafter excepted, or as a result of pregnancy, childbirth or miscarriage, and provided such disability shall commence while the employee is covered under this Section, benefits will be paid to the employee for the period of such disability subject to the indemnity limits hereinafter set forth, in an amount determined as herein outlined.
- B. Covered employees are eligible for Weekly Indemnity Benefits for a period of time equal to their continuous employment at the time a non-occupational disability commences but in any case for not less than fifteen (15) weeks nor for more than fifty-two (52) weeks. If such employee is confined in a hospital at the date of expiration of his Weekly Indemnity Benefits and such benefits were payable for less than fifty-two (52) weeks, benefits shall continue to be paid while he continues to be confined but in no case beyond fifty-two (52) weeks. If the disability is occupational, benefits shall continue to be paid while he is disabled, but in no case beyond fifty-two (52) weeks.
- C. Benefits cease:
 - (1) at the earlier of the above noted periods, or
 - (2) at the date the employee is no longer disabled, or
 - (3) at **age** 65, or retirement if earlier, or
 - (4) at layoff, but in no case less than 15 weeks if disability began prior to notice of **layoff**, except as otherwise specified in Article II, Section 2(A).
- D. Weekly Indemnity Benefits will be paid for not more than fifty-two (52) weeks during any one period of disability, commencing with (1) the eighth **day of**

disability caused by accident except that if during the first seven days of disability the employee, because of such accident, becomes confined to a hospital or is treated by a duly qualified physician, there shall be no waiting period; or (2) the first day the employee is confined in a hospital; or (3) the eighth day of disability caused by sickness; or (4) the day on which the employee undergoes a surgical procedure, including an oral surgical procedure, for which the employee was not hospitalized and for which a benefit is payable by a government-sponsored health plan.

- E. For the purposes of the coverage under this Section, successive periods of disability separated by less than two (2) weeks of active work on full time shall be considered one period of disability unless the subsequent disability is due to an injury or sickness entirely unrelated to the cause of the previous disability and commences after return to work.
- F. No change in classification which will provide an increase or decrease in amount of benefits shall become effective during any one period of disability.
- G. The amount of Weekly Indemnity Benefits for the first and last day of disability will be determined on the following basis:
 - (1) If the employee has worked or has been paid for less than three (3) hours, the full Weekly Indemnity Benefit amount will be paid for that day.
 - (2) If the employee has worked or has been paid for three (3) or more, but less than six (6) hours, one-half the Weekly Indemnity Benefit amount will be paid for that day.
 - (3) If the employee has worked or has been paid six (6) or more hours, no Weekly Indemnity Benefit will be paid for that day.
- H. Benefits under this Section will not be payable if the disability is due to a concurrent existing occupational disability for which he is eligible to receive benefits payable under Workplace Safety and Insurance laws.

- I. Benefit payments for disability caused by sickness will not commence prior to the date the employee is treated by a duly qualified physician.
- J. A disabled employee who is released to return to work by the attending physician, but is temporarily prevented from returning to his/her regular job because of medical restrictions and there are no vacant jobs the employee is capable of performing, will be continued, if eligible, on Weekly Indemnity status.
- K. When an employee has been totally disabled as the result of accidental bodily injury, returns to work and subsequently experiences any recurrence of total disability within 180 calendar days of that return, there shall be no waiting period for Weekly Indemnity Benefits, provided medical evidence indicates the total disability is due to the same injury. When such total disability commences after 180 calendar days following the first day of return to work subsequent to the initial period of disability.
 - (1) Such subsequent periods shall be considered a disability due to sickness, and
 - (2) The waiting period shall be applied to such period or periods of disability as provided under this Section.
- L. Exclusions and Limitations
 - (1) This Section shall **not** cover disability resulting from:
 - a. Sickness, pregnancy, childbirth, or miscarriage for which the employee is not treated by a duly qualified physician.
 - b. An injury or sickness due to war or any act of war, whether war is declared or not, or due to any act of international armed conflict, or conflict involving the armed forces of any international authority.

- c. An **injury or sickness** that is intentionally self-inflicted.
 - d. A conviction of a criminal offence (excluding impaired driving & attempted assault).
- (2) The benefits under this Section shall not be payable:
- a. For claims incurred during a strike or lockout.
 - b. To an employee who is not receiving continuous treatment for the use of drugs or alcohol when the illness results from the use of one of these substances.
 - c. To an employee who is serving a prison sentence.
- (3) If an employee is entitled to a benefit under a Workplace Safety and Insurance law for an occupational disability, the employee's Weekly Indemnity Benefit payable under this plan will be offset by the amount of the benefit under the Workplace Safety and Insurance law.
- (4) When an employee participates in a return to work or a modified work program, the amount of benefit payable under this section will be adjusted on an hourly basis for the number of hours that the employee receives pay. The hourly rate will be the Weekly Indemnity rate divided by 40.
- M. An employee may waive irrevocably any right he may have to receive Weekly Indemnity Benefits with respect to any period of disability by completing a waiver form furnished by the Company for that purpose. No Weekly Indemnity Benefits shall be payable for any period of disability covered by such waiver.
- N. Where there is a dispute as to whether or not an injury suffered by an employee grew out of his employment with the Company, the following procedure will be followed:

- (1) The employee shall receive an amount of money equal to his current Weekly Indemnity rate, but this benefit will not be considered either Weekly Indemnity or Workplace Safety and Insurance benefits until such time as the dispute is finally resolved.
- (2) The employee will be required to sign a reimbursement form which will provide that any Workplace Safety and Insurance judgment in favour of the employee which duplicates a payment previously made by the Company will be returned to the Company by the employee, or deducted from any final settlement the Company may be required to make.

It is understood that any of the above actions taken while the dispute is pending will in no way impair the rights of the employee or the Company nor be used to prejudice the position of either.

Section 2. Employment Insurance Program

- A. The parties agree to review this Plan should any provisions of the Employment Insurance program change to disqualify the Plan from registration under the Employment Insurance program.

Section 3. Layoff Disability Benefits

- A. The benefits provided in this Section shall be payable with respect to weeks of disability to any employee who is entitled to continue the coverage provided in Section 1 of this Article.
- B. The Layoff Disability Benefit shall be equal in amount to the Weekly Indemnity Benefit under Section 1 and 2 of Article III, subject to the provisions of Paragraph C below.
- C. Qualifications for Benefits
 - (1) If, as a result of disease or accidental bodily injury for which the employee is not entitled to benefits

under any Workplace Safety and **Insurance Law**, an employee becomes totally disabled while on a qualifying layoff as defined in Appendix "D", "Supplemental Unemployment Benefit Plan", a Layoff Disability Benefit shall be paid for each week of disability while on layoff provided, however, that:

- a. The employee must have been eligible for a Regular Benefit under the SUB Plan or have been employed by another employer immediately prior to his having become disabled;
- b. No Layoff Disability Benefit shall be payable for any week which the employee does not have to his/her credit at least one (1) credit unit under the SUB Plan;
- c. No Layoff Disability Benefit shall be payable for any week during which the employee is not under the care of a physician;
- d. No Layoff Disability Benefit shall be payable for any week during which the employee receives Weekly Indemnity Benefits or Long-Term Disability Benefits under this Article;
- e. The Layoff Disability Benefit for any week shall be reduced by the amount of any Disability Benefit he receives for the same week under any plan financed in whole or in part by another employer;
- f. Layoff Disability Benefits start on the first day following the last day for which a SUB Plan Regular Benefit was payable to the employee if he was receiving such Regular Benefits immediately prior to his becoming disabled, otherwise on the first day of the qualifying disability;

of Weekly Indemnity Benefits or Layoff Disability Benefits and will be paid for not longer than the time specified below:

- a. If the employee has less than two (2) years of continuous employment at the commencement of the disability - one (1) year.
 - b. If the employee had two (2) or more years of continuous employment at the commencement of disability - one (1) year plus the number of full months by which the employee's continuous employment at the commencement of the disability exceeded twenty-four (24) months.
 - c. The date of death.
 - d. If disability commences prior to attainment of age 60, until attainment of age 65.
 - e. If disability commences on or after attainment of age 60, until the first to occur of:
 - i attainment of age 69 or
 - ii the end of a period of 60 months less periods of Weekly Indemnity.
 - f. The date he no longer satisfies the disability requirements.
- (2) If an employee's return to work with the Company is not of sufficient duration to qualify him for a new period of Weekly Indemnity Benefits his period of disability shall not be deemed interrupted by such return. In such circumstances, the Long-Term Disability Benefit for the month shall be reduced proportionately for the period of return to work.
- (3) If an employee while receiving Long-Term Disability Benefits engages in any substantial gainful activity, his Long-Term Disability Benefits will be suspended for the period of such employment. After termination of such employment, Long-Term Disability Benefits will

again be paid if the employee is then qualified as totally disabled.

- (4) Benefits accrued under this Plan during any calendar month will be payable as of the first day of the next succeeding month. Benefits payable for a period of less than a full month shall be prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the month.
- (5) For the purpose of determining the maximum period for monthly Long-Term Disability Benefits any month in which such benefits are partially or wholly offset by benefit payments from sources listed below or because of return to work, i.e., not of sufficient duration to qualify him for a new period of Weekly Indemnity Benefits, such month shall be counted as a full month. Fractions of the first month and the last month shall be counted as fractions of a month.
- (6) The cumulative total number of months during any previous periods of eligibility for Long-Term Disability Benefits for the same disability will reduce the maximum number of monthly benefit payments for which the employee is otherwise eligible when Long-Term Disability Benefits again commence.

C. Amount of Benefit

- (1) The monthly Long-Term Disability Benefit will be the amount computed in Article III Section 2 of this Plan. The monthly Long-Term Disability Benefit shall be reduced by an amount equal to the monthly equivalent of the total of the following benefits:
 - a. All disability retirement benefits for which the employee is eligible under any Company Pension Plan.
 - b. Early or normal retirement benefits the employee is receiving under any Company Pension Plan.

- c. Lost-time benefits for which the employee is eligible under the Workplace Safety and Insurance laws or other laws providing benefits for occupational injury or disease including lump sum settlements for future loss of earnings but excluding specific allowances for loss, or one hundred percent (100%) loss of use, of bodily member and any compensation for non-economic loss.
 - d. Unreduced "Statutory Benefits" to which the person is entitled under the Old Age Security Act, the Canada Pension Plan, Federal or Provincial Law providing Old Age or Total or Permanent Disability Benefits or any future laws providing similar benefits.
 - e. If the employee is not entitled to disability benefits described in (1)-d above, the amount of any temporary benefit which was payable under any Company Pension Plan prior to attainment of age 65 commencing when the employee is entitled to unreduced "Statutory Benefits" as described in (1)-d above.
 - f. Benefits for which the employee is eligible under any Provincial or Federal law providing benefits for working time lost because of disability.
- (2) For employees at work on or after 1 April 1971 the amount of any increase in Paragraphs (1)-c, d or f above subsequent to the first day for which Long-Term Disability Benefits are payable (or, if later, the first day on which the amount of such governmental benefits for which reduction is made is initially determined) shall be disregarded for purposes of determining the amount of Long-Term Disability Benefit. Such increase shall not be disregarded if it represents an adjustment in the original determination.

- (3) The Company may require each employee eligible for Long-Term Disability Benefits to certify or furnish verification of the amounts of his deductible benefits from the sources listed above. The amount of any Long-Term Disability Benefit payments in excess of the amount that should have been paid after reduction for such benefits will be deducted from future Long-Term Disability Benefits.
- (4) In determining the amount by which Long-Term Disability Benefits shall be reduced, the monthly equivalent of benefits paid on a weekly basis shall be computed by multiplying the weekly benefit rate by 4.33. In the case of lump sum settlements under the Workplace Safety and Insurance laws the deduction shall be the monthly equivalent of the amount of the Workplace Safety and Insurance Benefit to which the employee would have been entitled under applicable law had there been no lump sum payment, but not to exceed in total the amount of settlement.
- (5) Long-Term Disability Benefit computations shall presume eligibility for Canada Pension Plan Disability Benefits and if the employee has ten (10) years of service, total and permanent disability pension benefits. Deductions from Long-Term Disability Benefits will be made on this basis unless the person receiving benefits presents satisfactory evidence that these benefits were applied for and denied.
- (6) Increases in the Total and Permanent Disability pension benefits provided under Article VI of the John Deere Pension Plan for Wage Employees, which become effective for such benefits payable on or after 1 January 1980 shall be disregarded for purposes of determining the amount of Long-Term Disability Benefit. Such increase shall not be disregarded if it represents an adjustment in the original determination.

D. Rehabilitation

An employee will not be ineligible for Long-Term Disability Benefits because of work which is determined to be primarily for training under a recognized program of vocational rehabilitation.

When an employee participates in a return to work or a modified work program, the amount of benefit payable under this section will continue to be paid. In addition the employee will receive the difference of the rate of pay of the job and the calculated LTD hourly rate. The LTD hourly rate is the monthly benefit rate times 12 and divided by 2080.

E. **Proof of Disability**

The Company may require an applicant as a condition of eligibility to submit to examination by a physician designated by it for the purpose of determining his initial or continuing disability.

F. **Temporary Disability**

A disabled employee who is released to return to work by the attending physician, but is temporarily prevented from returning to his/her regular job because of medical restrictions and there **are no** vacant jobs the employee is capable of performing, will be continued, if eligible, on Long-Term Disability status.

G. **Exclusions and Limitations**

(1) The insurance under this Section shall not cover disability

- a. resulting from an injury or sickness due to war or any act of war, whether war is declared or not, or due to any act of international armed conflict, or conflict involving the armed forces of **any** international authority;
- b. resulting from services in the Armed Forces (unless he has been in employment with the employer at least ten (10) years after separation from such service).

- c. resulting from an injury or sickness that is intentionally self-inflicted.
- d. arising from the commission of a criminal offense for which the employee is convicted (excluding impaired driving or attempted assault).
- e. resulting from cosmetic medical or surgical care.

ARTICLE V EXCLUSIONS AND LIMITATIONS

Section 1. Exclusions

No payment shall be made under this Plan in any event with respect to benefits which are payable by any employer in connection with injury or sickness and in accordance with the provisions of any Workplace Safety and Insurance law or similar law except as provided in Article IV, Section 2 and Section 4 of this Plan.

Section 2. Nonduplication of Benefits

- A. This provision shall apply to an employee whose insurance is continued during a period of layoff provided he is entitled to benefits as an insured employee of another employer.
- B. If any weekly disability benefits shall be provided under any other group insurance policy, or any other group plan by whatever name called, in connection with any injury, sickness or pregnancy, an amount equal to the total benefits provided through such policy or plan shall be deducted from the amount which otherwise would be payable under this Plan on account of such injury, sickness or pregnancy.
- C. The term "Other Group Plan" means any plan of another employer providing benefits or services for or by reason of medical care or treatment which benefits or services are provided on an insured or uninsured basis in connection with an employee's or an employee's dependent's employment, occupation or profession.
- D. In the event of any payment to the employee under the Disability Benefit Plan for loss of income for which the employee may have a cause of action against a third party the Company and its Carrier will have their joint interest subrogated in this regard. This will entitle the

Company and its Carrier to be reimbursed for any amount that the employee recovers for loss of income from a third party which exceeds the employees actual loss of income.

The employee will execute and deliver such instruments and papers as may be required and do whatever else is necessary to secure such rights, The employee may take no action which may prejudice the subrogated rights.

The subrogated rights referred to in this paragraph do not apply to an individual plan purchased by the employee specifically *for* wage loss replacement.

APPENDIX "D"
SUPPLEMENTAL UNEMPLOYMENT
BENEFIT

ARTICLE I PRELIMINARY PROVISIONS

Section 1. Continuation and Amendment of the Plan

- A. The Supplemental Unemployment Benefit Plan in effect from 19 September 1983 to 18 January 1987 shall be contained as set forth in Appendix "D-I", Supplemental Unemployment Benefit Plan, as attached and effective 19 January 1987 except as otherwise specified herein and in the Plan.
- B. Provision for payment of benefits under the Supplemental Unemployment Benefit Plan referred to in A above, and in effect until 18 September 1983 shall be kept in full force and effect in accordance with the conditions, provisions, limitations, and amendments of such Supplemental Unemployment Benefit Plan, as constituted, until the effective date, **as** defined in the Plan.
- C. No adjustments will be made, for whatever reason, in Benefits paid prior to the effective date, as defined in the Plan.

Section 2. Term of Preliminary Provisions

- A. These preliminary provisions and the Plan incorporated herein shall remain in full force and effect without change until the expiration date of the Collective Bargaining Agreement, except as there may be a termination under Section 2 above. As of that date these preliminary provisions may be terminated, modified, changed, or continued, subject to and in accordance with the provision of Article XXX of the

Collective Bargaining Agreement of which these preliminary provisions are a part.

- B. It is understood that termination of these preliminary provisions shall not have the effect of automatically terminating the Plan.

Section 3. Governmental Rulings

- A. The Amendments to the Plan which are provided for in Section 1 of these preliminary provisions and incorporated in Appendix "D-I" hereof shall not be effective prior to receipt by the Company from Revenue Canada - Taxation and Human Resources Development Canada rulings that amendments will not have any adverse effect upon the favorable rulings previously received by the Company that:
 - (1) The Plan qualifies for exemption from the Canadian Income Tax Act, Chapter 146, R.S.C. 1952 as amended and now in effect.
- B. The Company shall apply promptly to the appropriate agencies for the rulings described in Subsection A of this Section.
- C. Notwithstanding any other provision of these preliminary provisions or of the Plan, the Company may, during the term of these preliminary provisions make provisions in the Plan not inconsistent with the purposes, structure, and basic provisions thereof which shall be necessary to obtain or maintain any of the rulings referred to in Subsection A of this Section 3 or in Section 2 of Article VII of the Plan. Any such revisions shall adhere as closely as possible to the language and intent of the provisions outlined in Appendix "D-I".

APPENDIX "D"
SUPPLEMENTAL UNEMPLOYMENT
BENEFIT PLAN

ARTICLE I ELIGIBILITY FOR BENEFITS

Section 1. Eligibility for a Regular Benefit

- A. An employee shall be eligible for a Regular Benefit for any week beginning on or after the approval has been received from the Government of Canada, in Ottawa, if with respect to such week he:
- (1) Was on a qualifying layoff, as described in Section 2 of this Article, for all or part of the week.
 - (2) Received an Employment Insurance Benefit not currently under protest by the Company or was ineligible for an Employment Insurance *Benefit* only for one or more of the following reasons:
 - a. He did not have prior to layoff a sufficient period of employment or earnings covered by Employment Insurance;
 - b. Exhaustion of his Employment Insurance Benefit rights;
 - c. He was serving a "waiting week" or a partial "waiting week" of layoff under Employment Insurance;
 - cf. He was denied an Employment Insurance Benefit and it is determined, with the concurrence of Human Resources Development Canada, that under the circumstances it would be contrary to the intent of the Plan and governmental policy to deny him a benefit.
 - (3) Has met any registration and reporting requirements for Employment Insurance

- (4) Had to his credit a credit unit or fraction thereof.
- (5) Did not receive an Employment Insurance Benefit under any contract or program of another employer or under any other "SUB" Plan of the Company (and was not eligible for such a benefit under a program of another employer with whom he has greater seniority than with the Company nor under any other "SUB" Plan of the Company in which he has credit units which were credited earlier than his oldest credit units under this Plan.)
- (6) Has made a benefit application in accordance with procedures established by the Company hereunder, and if he was ineligible for an Employment Insurance Benefit only for the reason set forth in Item b of Section 1-A-(2) of this Article, is able to work, is available for work, and has *not* failed:
 - a. to maintain an active registration for work for Employment Insurance Benefits;
 - b. to do what a reasonable person would do to obtain work, and
 - c. to apply for or to accept available suitable work of which he has been notified by Human Resources Development Canada or by the Company.
- (7) Qualifies for a benefit of at least \$2.00.
- (6) Was not eligible for an automatic short week benefit.

Section 2. Conditions with Respect to Layoff

- A. A layoff for purposes of the Plan includes any reduction in force such as a temporary layoff or a layoff occurring or continuing because the employee was unable to do the work offered by the Company, although able to perform other work in the plant to which he would have been entitled if he had had sufficient seniority.

- B. An employee's layoff for all or part of any week will be deemed qualifying for Plan purposes **only** if:
- (1) Such layoff was from the factory-wide unit;
 - (2) Such layoff was not for disciplinary reasons, and was not a consequence of:
 - a. Any fault attributable to the employee;
 - b. Any war or hostile act of a foreign power (but not government regulation or controls connected therewith);
 - c. Sabotage or insurrection, or
 - d. Any act of God: provided, however, that this Sub-paragraph "d" shall not apply to the first two (2) weeks of layoff resulting from such cause.
 - (3) Has not refused to accept work when recalled pursuant to the Collective Bargaining Agreement and has not refused an offer by the Company of other available work at the plant.
 - (4) With respect to such week the employee was not eligible for and was not claiming:
 - a. Any statutory or Company accident or sickness or any other disability benefit (except a benefit which he received or could have received while working full time); or
 - b. Any Company pension or retirement benefit; and
 - (5) With respect to such week the employee was not in military service, or on a military leave.
- C. If an employee is ineligible for a benefit by reason of Sub-paragraph B-(2) or B-(4) above, with respect to some but not all of his regular work days in a week, and is otherwise eligible for a benefit, he will be entitled to a reduced benefit payment as provided in Section I-C of Article II.

Section 3. Disputed Claims for Employment Insurance Benefits

- A. With respect to any week for which an employee has applied for a benefit and for which he:
- (1) Has been denied an Employment Insurance Benefit, and the denial is being protested by the employee through the procedure provided therefor under Employment Insurance, or
 - (2) Has received an Employment Insurance Benefit, payment of which is being protested by the Company through the procedure provided therefor under the Employment Insurance Act, and such protest has not, upon appeal, been held to be frivolous, and the employee is eligible to receive a benefit under the Plan except for such denial, or protest, the payment of such benefit shall be suspended until such dispute shall have been determined.
- B. If the dispute shall be finally determined in favor of the employee, the benefit shall be paid to him if he had not exhausted credit units subsequent to the week to which the Employment Insurance Benefit in dispute is applicable.

ARTICLE II AMOUNT OF BENEFITS

Section 1. Regular Benefits

- A. During any single continuous period of layoff, the Regular **Benefit** payable to an eligible employee on or after the effective date shall be an amount **which when** added to his Employment Insurance Benefit and other compensation will equal 95% of his weekly after tax pay, minus \$12.50 to take into account work-related expenses not incurred, but in no case more than \$130.00, and will be paid for the number of weeks equivalent to the employee's number of credit units at the time of layoff.
- B. An otherwise eligible employee entitled to a benefit reduced because of ineligibility with respect to part of the week, as provided in Section 2-C of Article I will receive one-fifth (1/5) of a Regular Benefit computed under Paragraphs A of this Section for each workday of the week for which he is otherwise eligible.

Section 2. Employment Insurance Benefit and Other Compensation

- A. An employee's Employment Insurance Benefit and Other Compensation for a week means:
 - (1) The amount of Employment Insurance Benefit received or **receivable by** the employee for the week, plus
 - (2) All pay received or receivable by the employee from the **Company** (including holiday **payments**, payments for scheduled vacations), and the amount of any pay which could have been earned, computed **as if payable** for hours made available by the Company but not worked, after reasonable notice has been given to the employee for such week; provided that if wages or remuneration from employers other than the Company or any military pay **are** received **or** receivable by the employee

and are applicable to the same period as hours made available by the Company but not worked, only the greater of

(a) such wages or remuneration from other employers in excess of the greater of ten dollars (\$10.00) or twenty percent (20%) of such wages or remuneration or military pay in excess of ten dollars (\$10.00); or

(b) any amount of pay which could have been earned, computed, as if payable, for hours made available by the Company but not worked, shall be included;

(3) All wages or remuneration, as defined under the Employment Insurance Act in excess of the greater of ten dollars (\$10.00) or twenty percent (20%) of such wages or remuneration received or receivable from other employers for such week (excluding such wages or remuneration which were considered in the calculation under A-(2) above); plus

(4) The amount of all military pay in excess of ten dollars (\$10.00) received or receivable for such week excluding such military pay which was considered in the calculation under A-(2) of this Section.

B. If the Employment Insurance Benefit actually received by an employee for an Employment Insurance week shall be for less or more than a full Employment Insurance week (for reasons other than the employee's receipt of wages or remuneration for such Employment Insurance week),

(1) Because he has been disqualified or otherwise determined ineligible for a portion of his Employment Insurance Benefit for reasons other than those set forth in Section I-A-(2) of Article I, or

(2) Because of an underpayment or overpayment of a previous Employment Insurance Benefit, or the amount of the Employment Insurance Benefit

which would otherwise have been paid to the employee for such Employment Insurance Benefit week shall be used in the calculation of "Employment Insurance Benefit and Other Compensation" for such Employment Insurance week.

Section 3. Insufficient Credit Unite for a Full Benefit

If an employee has to his credit less than the full number of credit units required to be cancelled for the payment of a benefit for which he is otherwise eligible, he shall be paid the full amount of such benefit and all remaining credit units or fractions thereof to his credit shall be cancelled.

Section 4. Benefit Overpayments

- A.** If the Company determines that any benefit(s) paid under the Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be mailed to the employee receiving the benefit(s) and he shall return the amount of overpayment to the Company; provided, however, that no repayment shall be required if the cumulative overpayment is three dollars (\$3.00) or less, or if notice has not been given with 120 days from the date the overpayment **was** established or created, except that no such time limitation shall be applicable in cases of fraud or willful misrepresentation.
8. If the employee shall fail to return such amount promptly, the Company shall arrange to reimburse the Plan for the amount of overpayment by making a deduction from any future benefits otherwise payable to the employee, or by requesting the Company to make a deduction from compensation payable by the Company to the employee, or both. The Company is authorized to make such deduction from the employee's compensation.

- C. If the Company determines that an employee has received an automatic Short Week Benefit for any week for which he has received an Employment Insurance Benefit, and it was not deducted, the amount of such automatic Short Week Benefit or a portion of such benefit equivalent to the Employment Insurance Benefit, whichever is less, shall be treated as an overpayment and deducted in accordance with this Section from future benefits or compensation payable by the Company.

Section 5. Withholding Tax

The Company shall deduct from the amount of any benefit any amount required to be withheld by the Company by reason of any law or regulation for payment of taxes or otherwise to any Federal, Provincial, or Municipal Government. In determining the amount of any applicable tax entailing personal exemptions, the Company is required to rely on the official form filed by the employee with the Company for purposes of Income Tax Withholding on regular wages.

ARTICLE III CREDIT UNITS AND DURATION OF BENEFITS

Section I. General

Credit units shall have no fixed value in terms of either time or money, but shall be a means of determining eligibility for and duration of benefits.

Section 2. Accrual of Credit Unite

A. Credit units shall be credited at the rate of one-half (1/2) of a credit unit for each workweek for which an employee (1) receives any pay from the Company, (2) was on a military leave of absence, or (3) was absent from work because of occupational injury or disease incurred in the course of such employee's employment with the Company and on account of such absence received Workplace Safety and Insurance benefits.

(1) For the purpose of accruing credit units under this Section 2:

a. Pay in lieu of vacation shall be considered as pay for the workweek in which it is paid; and

b. Back pay shall be considered as pay for each workweek to which it may be allocable.

(2) No employee may have to his credit in the aggregate at any one time more than fifty-two (52) credit units under this Plan and under any other SUB Plan of the Company. However, any employee who has at any time to his credit in the aggregate a total of fifty-two (52) credit units under this Plan or under any other SUB Plan of the Company and who would otherwise accumulate additional credit units, may direct that such additional credit units shall be credited to him and a corresponding number of credit units accumulated under this Plan or under any other SUB Plan of the Company, shall be cancelled as

long as the aggregate of his credit units at any time does not exceed fifty-two (52).

- B. No employee shall be credited with any credit unit prior to the first day as of which he:
 - (1) Had at least one (1) year of seniority, and
 - (2) Is in active employment (or was in such active employment within thirty (30) days prior to such first day); but as of such day he shall be credited with credit units based upon his workweeks occurring while he is an employee.
- C. An employee who has credit units as of the last day of a week shall be deemed to have them for all of the week; provided, however, that an employee who has credit units during part of a week but forfeits them due to breaking seniority during such a week by reason of death or of retirement under the John Deere Pension Plan For Wage Employees shall be deemed to have credit units for all of such week.
- D. At such time as the amount of any benefit overpayment is repaid to the Plan, except **as** otherwise provided in the Plan, the number of credit units, if any, theretofore cancelled with respect to such overpayment of benefits shall be restored to the employee, except to the extent that such restoration would raise the number of his credit units at the time thereof above fifty-two (52), and except as otherwise provided with respect to credit unit forfeiture under Section 3 of this Article.
- E. An employee with ten (10) or more years of seniority at the time of layoff who is subsequently recalled will thereafter be credited with one (1) credit unit for each workweek as provided for in Section 2 of this Article III.

Section 3. Forfeiture of Credit Units

- A. An employee shall forfeit permanently all credit units which he has to his credit in a Unit if he:

- (1) Incurs a break in seniority in such Unit unless such a break in seniority results from:
 - (a) breaking seniority by retirement under the total and permanent disability provisions of the John Deere Pension Plan for Wage Employees and he shall subsequently have his seniority reinstated, the credit units previously forfeited shall again be credited to him;
- (2) Is on layoff from the Company for a continuous period of twenty-four (24) months, except that is at the expiration of such twenty-four (24) month period he is receiving benefits his credit units shall not be forfeited until he ceases to receive benefits, or;
- (3) Willfully misrepresents any material fact in connection with an application by him for benefits under the plan.

Section 4. Cancellation of Credit Unite

- A. The number of credit units to be cancelled for any benefit shall be one per week, except that:
 - (1) No credit units shall be cancelled when an employee receives an Automatic Short Week Benefit.
- B. If an employee receives a Layoff Disability Benefit paid in accordance with the Health and Accident Insurance Program, with respect to any week, there shall be cancelled the number of credit units which would have been cancelled if he had received a Regular Benefit for such week. If an employee receives such Layoff Disability Benefit for a portion of a week and does not receive a Regular Benefit with respect to any part of such week, only one-half (1/2) the number of such credit units shall be cancelled for the Layoff Disability Benefit. If an employee receives a Layoff Disability Benefit for a portion of a week and also receive a Regular Benefit under Article I, Section

2-C for such week, no credit units will be cancelled for the Layoff Disability Benefit.

Section 5. Armed Services

An employee who enters the Canadian Forces directly from the employ of the Company shall while in such service be deemed, for purposes of the Plan, to be on leave of absence and shall not be entitled to *any* benefit, and all credit units credited to the employee **at** the time of his entry into such service shall be credited to him upon his reinstatement as an employee. In addition, all credit units for which he is entitled to be credited with in respect to the period of his military service will be credited to him.

**ARTICLE IV APPLICATION,
DETERMINATION OF ELIGIBILITY, AND
APPEAL PROCEDURES FOR BENEFITS**

Section 1. Applications

A. Filing of Applications

- (1) An application for a Benefit may be filed, either in person or by mail, in accordance with procedures established by the Company.
- (2) No application for a Benefit shall be accepted unless it is submitted to the Company within thirteen (13) weeks after the end of the week with respect to which it is made; provided, however, that if the amount of the employee's Employment Insurance Benefit is adjusted retroactively with the effect of establishing a basis for eligibility for a Benefit or for a Benefit in a greater amount than that previously paid, he may apply within thirteen (13) weeks after the date on which such basis for eligibility is established.

B. Application Information

- (1) Applications filed for a Benefit under the Plan will include:
 - a. In writing, any information deemed relevant by the Company with respect to other benefits received, earnings and the source thereof, dependents, and such other information as the Company may require in order to determine whether the employee is eligible to be paid a Benefit and the amount thereof.
- (2) With respect to a Regular Benefit, the exhibition of the employee's Employment Insurance Benefit check or other evidence satisfactory to the Company of either:

- a. his receipt of or entitlement to an Employment Insurance Benefit, *or*
- b. his ineligibility for an Employment Insurance Benefit only for one or more of the reasons specified in Section 1 of Article I; provided, however, that in the case of Employment Insurance Benefit ineligibility by reason the period worked in the week or pay received from the Company or from any other employer(s) or because of full-time employment with an employer other than the Company (Item c of Section 1-A-(2) of Article 1), Employment Insurance evidence for such reason of ineligibility shall not be required.

Section 2. Determination of Eligibility

A. Application Processing by Company

- (1) When an application is filed for a Benefit under the Plan and the Company is furnished with the evidence and information required, the Company shall determine the employee's entitlement to a Benefit.

B. Notice of Denial of Benefits

- (1) If the Company determines that an employee is not entitled to a Benefit, it shall notify him promptly, in writing, of the reason(s) for the determination.

ARTICLE V ADMINISTRATION OF THE PLAN

Section 1. Powers and Authority of the Company

- A. The Company shall have such powers and authority as are necessary and appropriate in order to carry out its duties under this Article, including, without limitation, the following:
- (1) To obtain such information as the Company shall deem necessary in order to carry out its duties under the Plan.
 - (2) To investigate the correctness and validity of information furnished with respect to an application for a Benefit.
 - (3) To make initial determinations with respect to Benefits.
 - (4) To establish reasonable rules, regulations and procedures concerning:
 - a. The manner in which and the times and places at which applications shall be filed for Benefits, and
 - b. The form, content and substantiation of applications for Benefits.
 - (5) To establish appropriate procedures for giving notices required to be given under the Plan.
 - (6) To establish and maintain necessary records. and
 - (7) To prepare and distribute information explaining the Plan.
- B. Nothing contained in this Plan shall be deemed to qualify, limit or alter in any manner the Company's sole and complete authority and discretion to establish, regulate, determine, or modify at any time levels of employment, hours of work, the extent of hiring and layoff, production schedules, manufacturing methods, the products and parts thereof to be

manufactured, where and when work shall be done, marketing of its products, or any other matter related to the conduct of its business or the manner in which its business is to be managed or carried on, in the same manner and to the same extent as if this Plan were not in existence.

Section 2. Determination of Dependents

In determining an employee's dependents for purposes of Regular Benefit determinations, the Company shall be entitled to rely upon the official form filed by the employee with the Company for Income Tax Withholding purposes, and the employee shall have the burden of establishing that he is entitled to a greater number of Withholding Exemptions than he shall have claimed on such form.

Section 3. To Whom Benefits Are Payable in Certain Conditions

Benefits shall be payable only to the eligible employee, except that if the Company shall find that the employee is deceased or is unable to manage his affairs for any reason, any Benefit payable to him shall be paid to his duly appointed legal representative, if there be one, and, if not, the spouse, parents, children, or other relatives or dependents of the employee as the Company in its discretion may determine. Any Benefit so paid shall be a complete discharge of any liability with respect to such Benefit. In the case of death, no benefit shall be payable with respect to any period following the last day of layoff immediately preceding the employee's death.

Section 4. Nonalienation of Benefits

No Benefit shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution or encumbrance of any kind and any attempt to accomplish the same shall be void. In the event that the Company shall find that such an attempt has been made with respect to any Benefit due or to become due to any

employee, the Company in its sole discretion may terminate the interest of the employee in such Benefit and apply the amount of the Benefit to or for the benefit of the employee, his spouse, parents, children, or other relatives or dependents as the Company may determine and any such application shall be a complete discharge of all liability with respect to the Benefit.

Section 5. Applicable Law

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the Province of Ontario, except that the eligibility of an employee for and the amount and duration of Employment Insurance Benefits shall be determined in accordance with the Employment Insurance Act.

ARTICLE VI MISCELLANEOUS

Section 1. General

A. Purpose of Plan

It is the purpose of this Plan to supplement Employment Insurance Benefits and not to replace or duplicate them.

B. Receipt of Benefits

Any Benefit paid by the Company under the Plan shall not be considered a part of any employee's wages for any purpose. No person who receives any Benefit shall for that reason be deemed an employee of the Company during such period, and he shall not thereby accrue any greater right to participate in, **accrue** credits or receive benefits under any other Employee Benefit Plan to which the Company contributes than he would if he were not receiving such Benefit.

Section 2. Amendment and Termination of the Plan

- A. So long **as** the Collective Bargaining Agreement of which this Supplemental Unemployment Benefit Plan as amended is a part shall remain in effect, the Plan shall not be amended, modified, suspended, or terminated, except as may be proper or permissible under the terms of the Plan or the Collective Bargaining Agreement. Upon the termination of the Collective Bargaining Agreement the Company shall have the right to continue the Plan in effect and to modify, amend, suspend, or terminate the Plan, except as may be otherwise provided in any subsequent Collective Bargaining Agreement.
- B. Upon any termination of the Plan, the Plan shall terminate in all respects except to pay benefits to eligible employees for a period of one (1) year following termination, if not sooner.

ARTICLE VII DEFINITIONS

As used herein:

- A. "Active Employment" -- An employee is in active employment in any pay period for which he draws pay, except that an employee on disciplinary layoff, vacation, personal leave of absence, or sick leave will be considered as in active employment and if subject to layoff during such period his layoff will be considered as becoming effective at the end of such period.
- B. "Base Hourly Rate" (excluding all premiums and bonuses of any kind) means:
 - (1) With respect to a Regular Benefit, the employee's straight-time hourly rate on his last day of work; except, that
 - a. if he had a higher straight-time hourly rate of record within one hundred eighty (180) calendar days immediately preceding his last day worked, base hourly rate shall be such higher rate; or
 - b. if greater, his average earned hourly rate for the last four (4) pay periods, or lesser number if that is all that he worked, in which he worked, or, if higher, the employee's average earned hourly rate for the first four (4) pay periods worked subsequent to the one hundred eightieth (180th) calendar day immediately preceding his last day worked.
 - c. If an employee claims and it is established that he worked in at least four (4) consecutive pay periods within one hundred eighty (180) calendar days immediately preceding his last day worked, base hourly rate shall be the employee's average earned hourly rate for the last four (4) pay periods in which he worked and for which he had any earnings or, if higher, the employee's average earned hourly rate for

the first four (4) consecutive pay periods worked and for which he had any earnings subsequent to the one hundred eightieth (180th) calendar day immediately preceding his last day worked.

i. In no case will his base hourly rate, as defined in b, c or d exceed one hundred fifty percent (150%) of his average occupational rate(s), as defined and calculated in Article XIII, Section 13.03, Computation, of the Collective Bargaining Agreement.

(2) The base hourly rate determined under (1) above shall be adjusted to include:

a. The amount of any applicable cost-of-living allowance in effect with respect to the week for which the benefit is paid, and

b. With respect to benefits, the amount of any general wage increase which became effective (pursuant to the Collective Agreement) after the day or period used to establish his base hourly rate. In such event the amount of general wage increase shall be the amount applicable to the job classification in which the employee worked either on the day, or the last day of the period for which his base hourly rate was determined under (1) or (2) above. The base hourly rate adjustment due to the general wage increase shall be effective with respect to benefits which may be payable for and subsequent to the week in which such general wage increase became or becomes effective.

C. "Collective Bargaining Agreement" means the currently effective Collective Bargaining Agreement of the Company which incorporates this Plan by reference.

D. "Compensated or Available Hours" for a week shall be the sum of:

- (1) All hours for which an employee receives pay from the Company (excluding pay in lieu of vacation) with each hour paid at premium rates to be counted as one (1) hours; plus
 - (2) All hours scheduled for or made available to the employee by the Company but not worked by him after reasonable notice has been given to the employee (including any pay period on leave of absence); plus
 - (3) All hours not worked by the employee because of any of the reasons disqualifying a period of layoff under Section 2-B(2) and 2-B(4) of Article I; plus
 - (4) Provided, however, that the hours referred to *in* the foregoing shall include only hours in an employee's shift on his regularly scheduled workday(s).
- E. "Continuous Period of Layoff" means successive periods of layoff separated by less than two (2) weeks of continuous active work.
- F. "Credit Units" means the units determining duration of an employee's benefits which are credited to him generally by reason of his weeks of active service and cancelled at specified rates for the payment of certain benefits.
- G. "Dependent" means a spouse or a person recognized as a dependent under the Canadian Income Tax Act for establishing the employee's Withholding Tax Exemptions.
- H. "Effective Date" means the date approval of the Plan is received from the Government of Canada in Ottawa.
- I. "Employee" means an employee in the Bargaining Unit covered by the Plan.
- J. "Plan" means the Supplemental Unemployment Benefit Plan as set forth in this Appendix "D-I".
- K. "Factory" means a location or locations in, or out of, which an employee works.

- L. "Seniority" means seniority status as defined in the Collective Bargaining Agreement;
 - (1) "Break in Seniority" means any break in or loss of seniority pursuant to the Collective Bargaining Agreement;
 - (2) "Years of Seniority" solely for the purpose of Section 4-B of Article III, the term "Years of Seniority" means continuous employment as defined in Article XII, of the Collective Bargaining Agreement.
- M. "Employment Insurance" means any system or program established pursuant to Canadian law for paying benefits to persons on account of their unemployment under which a person's eligibility for benefit payments is not determined by application of a "means" or "disability" test; excluding, however, any such system or program established for the primary purpose of education or vocational training, even though such program may provide for subsistence allowances or benefits to individuals not employed while undergoing such training. "Employment Insurance Benefit" means a benefit payable under Employment Insurance, except that it does not include benefits in excess of the normal period under Employment Insurance which are payable only because the recipient is undergoing approved training.
- N. "Supplementation" means recognition of the right of a person to receive both an Employment Insurance Benefit and a Weekly Supplemental Benefit under the Plan for the same week of layoff at approximately the same time and without reduction of the Employment Insurance Benefit because of the payment of the Weekly Supplemental Benefit under the Plan.
- O. "Week" when used in connection with eligibility for and computation of benefits with respect to an employee means a period of layoff equivalent to a workweek or a short workweek, or a workweek other than a short workweek during which an employee is on layoff part

of the week. "Short workweek" means a workweek during which an employee has less than forty (40) compensated and available hours and meets the eligibility requirement for an Automatic Short Week Benefit.

- P. "Weekly After-Tax Straight-Time Pay" means the amount of an employee's weekly straight-time pay reduced by the sum of all Federal taxes and contributions which would be required to be collected, deducted, or withheld by the Company from a regular weekly wage of such amount if paid to him for the last pay period he worked.
- Q. "Weekly Straight-Time Pay" means an amount equal to an employee's base hourly rate (as determined for a Weekly Supplemental Benefit) multiplied by forty (40) (or, in the case of part-time employee, by the number of hours he is regularly scheduled to work during a workweek).
- R. "Workweek" or "Pay Period" means seven (7) consecutive days beginning on Monday at the regular starting time of the shift to which the employee is assigned immediately prior to being laid off.

EXHIBIT B
AUTOMATIC SHORT WORK WEEK

ARTICLE I

Section 1. Automatic Short Week Benefits

- A. The Automatic Short Week Benefit payable to an eligible employee for any week beginning on or after the effective date shall be an amount which when added to his Employment Insurance Benefit, if any, will equal to the product of the number by which forty (40) exceeds his compensated or available hours computed to the nearest tenth of an hour multiplied by eighty percent (80%) of his base hourly rate.
- B. An employee who breaks seniority during a week by reason of death or Retirement under the provisions of the John Deere Death, Disability and Pension Plan and is eligible for an Automatic Short Week Benefit with respect to certain hours of layoff during the week prior to the date his seniority is broken, will receive an amount computed as provided *in* Paragraph A of this Section, based on the number by which the hours for which the employee would regularly have been compensated exceeds his compensated or available hours with respect to that part of the week prior to the date his seniority is broken.
- C. "Base Hourly Rate" with respect to an Automatic Short Week Benefit means the average straight-time hourly earnings **as** computed in accordance with Article XV of the Collective Bargaining Agreement.

Section 2. Eligibility for An Automatic Short Week Benefit

- A. An employee shall be eligible for an Automatic Short Week Benefit for any workweek beginning on or after the effective date if:

- (1) During such workweek he had less than forty (40) compensated or available hours, and
 - a. He performed some work for the Company, or
 - b. For such workweek he received some jury duty pay, bereavement pay, excused personal absence pay, vacation or military pay from the Company, or
 - c. For such workweek he received only holiday pay from the Company and for the immediately preceding week he either received an Automatic Short Week Benefit or had forty (40) or more compensated or available hours, or
 - d. For such workweek he was on a disciplinary suspension for some but- not all of the workweek.
- (2) He had at least one (1) year of seniority as of the last day of such workweek or during some part of such workweek he had at least one (1) year of seniority and broke seniority by reason of death or of retirement under the provisions of the John Deere Death, Disability and Pension Plan for Wage Employees;
- (3) He was on a qualifying layoff, as described in Section 2 of Article I of the SUB Plan for some part of such workweek or he was ineligible, as defined in the Collective Bargaining Agreement, for pay from the Company for all or part of a period of jury duty, bereavement or short-term active duty of thirty (30) days or less because he was called to active military service or similar unit by provincial or federal authorities in case of public emergency during the workweek and during all or part of such period he would otherwise have been on a qualifying layoff under the Plan; and
- (4) He received an Employment Insurance Benefit not currently under protest by the Company or was

ineligible to receive an Employment Insurance Benefit because:

- a. His pay and any pay which he could have secured for hours scheduled for or made available to him but not worked was sufficient to disqualify him for an Employment Insurance Benefit or waiting week credit;
 - b. He was serving a waiting week or partial waiting week of layoff under Employment Insurance; or
 - c. He had exhausted his Employment Insurance Benefit rights, and did not have prior to layoff a sufficient period of employment or earnings under Employment Insurance.
- B. No application for an Automatic Short Week Benefit shall be required of an employee. However, if an employee believes himself entitled to (1) an Automatic Short Week Benefit for a week which he does not receive on the date when such benefits for such week are paid, or (2) an Automatic Short Week Benefit in an amount greater than he received, he may file written application therefor within sixty (60) calendar days after such date in accordance with procedures established by the Company.
- C. An Automatic Short Week Benefit payable for a week shall be in lieu of any other benefit under the SUB Plan for that week.

APPENDIX "F"
TUITION REFUND PLAN

Section 1. Purpose

The purpose of this Plan is to provide financial assistance to employees who take educational courses outside regular working hours on a voluntary basis for self-improvement.

Section 2. Eligibility

A. Tuition aid will be granted to employees who have completed one (1) or more years of continuous employment. Employees who are laid off will also be considered eligible for tuition aid unless eligible for tuition aid elsewhere. An employee who is otherwise eligible but who does not have one (1) year of continuous employment will be permitted to participate in the Plan, but tuition aid will be withheld until one (1) year of continuous employment has been completed. If an employee's employment is terminated prior to completion of a course, he will not be eligible for tuition aid.

B. To be eligible, the employee may enroll only in such courses which meet the following requirements:

- (1) They are job related; that is, they will tend to improve the employee's performance on work covered by his seniority classification, or;
- (2) They will help to prepare him for future assignments with the Company for which he might reasonably be expected to qualify, or;
- (3) They are part of a curriculum leading to a degree in a field which is job related.

Section 3. Approved Schools and Courses

A. Employees will be permitted to enroll in either credit or non-credit regular extension, or correspondence

courses offered by accredited and approved colleges and universities. Enrollment in high schools, technical schools and area community colleges will also be accepted.

- B. Since only off-work-hour courses are eligible for approval under the Plan, a schedule will be approved only when it is reasonably certain that the course work will not affect the employee's health or job performance, and not to exceed nine (9) credit hours per semester.

Section 4. Application for Approval

- A. An application form may be obtained from the Human Resources Department or the employee's supervisor. The form must be completed and submitted to the employee's supervisor at least one (1) month prior to the first meeting of the class.
- B. To be approved, the course must be recommended by the employee's supervisor, department head, and local administrator of the Plan.

Section 5. Amount of Tuition Aid

- A. The Company will provide tuition aid in an amount equal to sixty-six and two thirds percent (66-2/3%) of the total tuition and laboratory, registration, and activity fees expense, if any, normally required for an approved course in accordance with the following procedure:
 - (1) The Company will advance one-third (1/3) of the total tuition and laboratory, registration and activity fees to the employee upon approval of the course and:
 - (2) Upon satisfactorily completing the course, the Company will reimburse the employee for the second one-third (1/3) of the total tuition laboratory, registration and activity fees.

B. Under no circumstances will tuition aid be granted for covering the costs of textbooks, materials, examination fees, or transportation. No tuition aid will be granted for courses for which any part of the expenses are met by scholarships or eligibility for Veterans.

APPENDIX "G"
**JOHN DEERE GROUP LIFE AND
DISABILITY INSURANCE PLAN FOR WAGE
EMPLOYEES**

ARTICLE I ESTABLISHMENT OF PLAN

Section 1. Preamble

John Deere Welland Works of John Deere Limited, hereinafter referred to as the Company, will provide Group Life, Accidental Death, Dismemberment and Disability Insurance, hereinafter referred to as the Plan, for its wage employees as hereinafter set forth.

Section 2. Cost of Benefits

The cost of providing benefits under this Plan will be borne by the Company and no contribution to the Plan shall be made by an employee or retired employee except as hereinafter provided.

Section 3. Nonencumbrance of Benefits

Assignment, pledge or encumbrance of any benefits under this Plan will not be permitted or recognized. Benefits shall not be subject to attachment, execution, garnishment, or other legal process.

Section 4. Amendment, Modification and Plan Termination

The Company may at any time amend, modify or terminate the Plan, provided, however, that no change shall reduce the amount of benefit to which an employee, retired employee or beneficiary shall be entitled in respect to claims incurred prior to the effective date of such change.

Section 5. Funding

Except as otherwise specifically provided, benefits shall be provided through an insurance company selected by the Company, a fund established by the Company, or from the general assets of the Company.

Section 6. Application for Benefits

In order for any employee or beneficiary to receive benefits pursuant to any provisions of this Plan, such employee or beneficiary must file written application supplying information required to verify such application. The necessary form(s) for such purpose will be supplied by the Company.

Section 7. Denial of Benefits

- A. When application for benefits provided by this Plan is denied in full or in part, the employee or beneficiary shall receive written notice of the reason or reasons for such denial.
- B. A request for review of the denial of benefits must be submitted within sixty (60) days of such denial, in writing, to the Company. The Company will reply to such request within sixty (60) days.

ARTICLE II ELIGIBILITY AND AMOUNT OF BENEFIT

Section 1. Eligibility of Employees and Commencement of Insurance

- A. Except as hereinafter provided, an employee
- (1) hired prior to 1 October 1995 shall be eligible and insurance shall commence on such date, except that if an eligible employee is not actively at work on 1 October 1995, the employee shall not be insured under this Plan until the date such employee returns to work;
 - (2) who is eligible, but not actively at work on 1 October 1995 shall be covered under the terms and conditions of the Group Life and Disability Insurance provided by the 1987 Plan if the employee is otherwise eligible for such insurance;
 - (3) hired on and after 1 October 1995 shall be eligible and insurance shall commence on the date the employee first reports for work.
 - (4) hired on and after 1 October 1998 shall be eligible on the first of the month following the month seniority is attained, provided the employee is actively at work that day. Otherwise, on such later date that the employee first reports for work on a full-time basis.

Section 2. Group Life Insurance

- A. Prior to retirement, an employee will be covered by the following life insurance:
- (1) Less than one month of continuous employment
 - a. Basic Life insurance **\$ 5,000**
 - b. Accidental Death insurance \$4,000
 - c. Accidental Dismemberment insurance

loss of one member	\$2,000
loss of two members	\$4,000

(2) At least one month but less than one year of continuous employment

- a. Basic Life insurance \$10,000
- b. Accidental Death insurance \$ 9,000
- c. Accidental Dismemberment insurance
 - loss of one member \$4,500
 - loss of two members \$9,000

(3) One or more years of continuous employment:

- a. Basic Life insurance: one times Earnings rounded up to the next \$100, but not greater than \$50,000.
- b. Accidental Death insurance: one times Earnings rounded up to the next \$100, but not greater than 949,000.
- c. Accidental Dismemberment insurance:
 - loss of one member: one-half (1/2) times Earnings rounded up to the next \$50, but not greater than \$24,500.
 - loss of two members: one times Earnings rounded up to the next \$100, but not greater than 949,000.

B. For the purposes of determining the amount of benefit in this Section, the Earnings for each covered employee shall be the Earnings as determined in Appendix C, Article III, Section 1, multiplied by two-thousand one hundred & ninety (2,190).

Section 3. Accidental Death and Dismemberment Insurance

A. If death results within one year from a non-occupational injury, there will be paid to the beneficiary of the insured employee an additional

amount equal to the Accidental Death Insurance as set forth in Section 2 of this Plan.

- B. If death results within one year from an occupational injury, there will be paid to the beneficiary of the insured employee an additional amount equal to one-half of the Accidental Death Insurance as set forth in Section 2 of this Plan.
- C. Accidental dismemberment benefits will be paid for dismemberments occurring within one year of the date of the accident as follows:
 - (1) The Accidental Dismemberment Insurance-Two Members as set forth in Section 2 of this Plan is payable for the loss of both hands, both feet, one hand and one foot, sight of both eyes, either hand or foot and the sight of one eye.
 - (2) The Accidental Dismemberment Insurance-One Member as set forth in Section 2 of this Plan is payable for the loss of one hand, one foot, or the sight of one eye.
- D. Loss shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.
- E. Only one of the amounts so specified above (A, B, C-(1) or C-(2)), the largest, will be paid for all injuries resulting from any one accident.

F. Exclusions

The insurance under this Section shall not cover any loss

- (1) caused or contributed to by bodily or mental infirmity, disease or medical or surgical treatment therefore, or infection (except pus-forming infection which shall occur through an accidental cut or wound), even though the proximate and precipitating cause of the loss is accidental bodily injury;

- (2) caused or contributed to by war or any act of war, whether war is declared or not, or by any act of international armed conflict, or conflict involving armed forces of any international authority;
- (3) resulting from suicide or any attempt thereat (sane or insane).

Section 4. Total and Permanent Disability

- A. An employee who becomes totally and permanently disabled prior to attainment of age 69 (an employee shall be deemed to be permanently and totally disabled when, on the basis of medical evidence satisfactory to the Company, he or she is found to be totally and permanently prevented from performing any and all work for the Company as a result of any medically demonstrable and determinable physical or mental condition resulting from bodily injury or mental or physical disease, either occupational or non-occupational in cause) and who does not qualify for normal, early or disability retirement benefits under the John Deere Pension Plan for Wage Employees, will receive the Basic Life Insurance in 50 monthly installments at the rate of \$20 per each \$1,000 of life insurance in lieu of the death benefit. The first of such installments shall be payable as of (1) the first day of the month after the submission of the required proof of such disability and monthly thereafter, or (2) the first of the month coinciding with or immediately following the date the employee has ceased to be eligible to receive weekly disability benefits and monthly long-term disability benefits, if any, as the case may be, whichever is later.
- B. If an employee should die while the monthly installments are being paid, the remaining installments will be paid to the beneficiary in a lump sum. The lump sum shall not be less than \$1,500. If an employee should die after all the installments have been paid, the beneficiary will receive \$1,500.

- C. If after payment of installments to which an employee is entitled under A above, such employee shall return to active work with the Company, the amount of insurance shall be the amount to which the employee is entitled under the provisions of the Plan then in effect.

Section 5. Transition Survivor Income Benefit and Bridge Survivor Income Benefit

- A. Upon the death of an active employee who was at work on or after 1 January 1971, and who had at least one month of continuous employment, who was covered for life insurance, or upon the death prior to age 55 of an employee who was retired under the provisions of Article III, Section 2, of the John Deere Pension Plan for Wage Employees, a Transition Survivor Income Benefit is payable to the survivor or survivors as defined herein provided there are such survivors living to receive it, commencing on the first day of the month following the death of the employee and continuing for not more than 24 months. The Transition Survivor Income Benefit is also payable to the survivor or survivors of an employee retired prior to 1 January 1992 on total and permanent disability pension under Section 3 of Article III, whose disability pension has not been redetermined in accordance with Section 3-D of Article III of the John Deere Pension Plan for Wage Employees, or of an employee who retired after 1 January 1992 on total and permanent disability pension who has not attained age 65 and who dies while insured by Group Life Insurance under this Program. The Transition Survivor Income Benefit shall be \$350 for any month the eligible survivor or survivors are not eligible for any survivor's, disability or retirement benefit under the Canada Pension Plan or any Old Age Security benefit, as now in effect or as hereafter amended and otherwise \$200. The Transition Benefit shall be reduced by the survivor's pension benefit entitlement

as provided under Article IV of the John Deere Pension Plan for Wage Employees. For months in which two or more survivors share a benefit, each survivor's share is computed as a fraction of the benefit that would be paid to a sole survivor according to such survivor's own eligibility for benefit under the Canada Pension Plan or any Old Age Security benefit as now in effect or as hereafter amended.

(1) For purposes of this paragraph

a. A "Class A Survivor" means:

i. the surviving spouse of a deceased employee, but only if the surviving spouse was legally married to the deceased employee for at least one year immediately prior to the employee's death; or

ii. the surviving common law spouse of the deceased employee who had been living with the employee for at least three years immediately prior to the employee's death; or

iii. the surviving common law spouse of the deceased employee who had been living with the employee in a relationship of some permanence and the employee and the surviving common law spouse had been the natural or adoptive parents of a child.

b. A "Class B Survivor" means the employee's child who at the employee's death and at the time a survivor income benefit first becomes payable to such child is both unmarried and either (1) under 21 years of age or (2) at least age 21 but under age 25 or (3) totally and permanently disabled at any age over 21; provided, however, that a child under clause (2) or (3) must have been legally residing with and dependent upon the employee at the time of his death. A child ceases to be a Class B Survivor upon marrying or if not totally and permanently disabled, upon reaching his or her

25th birthday. To qualify as the employee's child, the child must be one of the following:

- i. The employee's own child born prior to the first of the month following the employee's death.
 - ii. The employee's legally adopted child or a child with respect to whom the employee had initiated legal adoption proceedings which were terminated by death.
 - iii. The employee's stepchild who resided with the employee at the time of death.
- c. A "Class C Survivor" means a parent of the deceased employee for whom the employee had, during the calendar year preceding the employee's death, provided at least 50 percent of the parent's support.

(2) This Transition Survivor Income Benefit shall be paid as follows:

- a. If the employee is survived by a Class A Survivor, the monthly income shall be payable to such survivor. If the employee is not survived by a Class A Survivor, the monthly income shall be payable in equal shares to the employee's Class B Survivors, but if the employee is not survived by a Class B Survivor, in equal shares to the employees Class C Suvivors;
- b. If a Class A Survivor dies while monthly income payments are still payable, any remaining payments will be made, in equal shares. to the employee's then surviving Class B Survivors but if none are then surviving, in equal shares to the employee's then surviving Class C Survivors but if none are then surviving no further monthly income payments shall be made;

- c. If a Class B Survivor dies while monthly income payments are still payable, and if another Class B Survivor(s) is still alive, the living Class B Survivor(s) Benefit(s) shall be redetermined according to each Class B Survivor(s) eligibility for Social Insurance Benefits.
 - d. If a Class B Survivor dies while monthly income payments are still payable, and is not survived by another Class B Survivor, any remaining payments will be made, in equal shares, to any Class C Survivors then surviving, but if no Class C Survivor is then surviving, no further monthly income payments shall be made;
 - e. If a Class C Survivor dies while monthly income payments are still payable, and is survived by another Class C Survivor, the monthly amount which the living Class C Survivor had been receiving shall be redetermined according to the Class C Survivor's eligibility for Social Insurance Benefits, and
 - f. If a Class C Survivor dies while monthly income payments are still payable, and is not survived by another Class C Survivor, no further monthly income payments shall be made.
- B. A Bridge Survivor Income Benefit of \$350 per month reduced by a survivor's pension benefit entitlement as provided under Article IV of the John Deere Pension Plan for Wage Employees and by a survivor's or disability benefit under the Canada Pension Plan as now in effect or as hereafter amended, is payable to the Class A Survivor as defined in Section 5-A above who was 45 years of age or more on the date of the employee's or retired employee's death or whose age (determined to the nearest month as of the date of the employee's or retired employee's death) when combined with the employee's or retired employee's service credit, including partial year's service credit, as of the date of death, totals 55 or more and who has

received 24 monthly payments of the Transition Survivor Income Benefit provided in Section 5-A.

- (1) The Bridge Survivor Income Benefit will become payable commencing with the first month following the month for which the 24th monthly payment of the Transition *Survivor* Income Benefit is paid.
- (2) The Bridge Survivor Income Benefit will not be paid beyond the earlier to occur of the following:
 - (a) the death of the Class A Survivor or
 - (b) attainment by the Class A Survivor of such age at which Old Age Security benefits become payable other than on a "needs" basis under any Federal or Provincial legislation as now in effect or hereafter amended.
- (3) The Bridge Survivor Income Benefit will also be payable as outlined above to the Class A Survivor as defined in Section 5-A above who is not eligible above, who has received 24 monthly payments of the Transition Survivor Income Benefit provided in Section 5-A, and who is severely disabled. A Class A Survivor shall be deemed severely disabled if, at the date of the employee's death and on the date any Bridge Benefit becomes payable, the survivor is suffering from a chronic disease, impairment, or deformity which wholly prevents the survivor from performing normal home responsibilities or any gainful work.

Section 6. Continuance of Insurance

- A. An employee who retires under Section 1 or Section 4 of Article III of the John Deere Pension Plan for Wage Employees shall have the Basic Life Insurance reduced as provided in Section 7.
- B. An employee who retires under Section 2 of Article III of the John Deere Pension Plan for Wage Employees shall have the Basic Life Insurance continued until attainment of age 65 in the amount that was in force at

the time of the retirement and thereafter the insurance will be reduced as provided for in **Section 7**.

- C. An employee who retires under Section 3 of Article III of the John Deere Pension Plan for Wage Employees shall have the Basic Life Insurance continued at the value it bore on the last day worked until the employee's disability pension is redetermined as provided in Section 3-D of Article III of the John Deere Pension Plan for Wage Employees, and thereafter the insurance will be reduced as provided for in Section 7.

Section 7. Reduction of Insurance

- A. 1. On the first day of the calendar month following the month in which an employee reaches age 65 or retires, whichever is later, but in no event later than attainment of age 69, Accidental Death and Dismemberment coverage shall terminate. The remaining Group Life Insurance in force shall be reduced by 2 percent and further reduced by the same amount the first day of each succeeding month to a minimum of 1-1/2 percent of the insurance in force at age 69 or the date of retirement (if earlier), multiplied by the years of service credit at age 69 or the date of retirement (if earlier), but in no case will the amount be reduced to less than \$5,000.
- 2. Employees may make a one-time election to opt for a non-taxable death benefit equal to the lesser of the benefit entitlement determined in accordance with the formula outlined in Section 7.A(1) of this Article and \$10,000, in lieu of the taxable group life insurance benefit provided in accordance with Section 7.A(1)

Section 6. Termination of Insurance

- A. Except as provided in Sections 6 and 7 above, insurance provided for an employee in this Article shall terminate as follows:

- (1) Upon discharge or quitting, insurance will terminate 31 days from date employment terminates.
- (2) Upon leave of absence, insurance will continue for the remainder of the month in which the leave became effective plus 31 days. During the balance of such leave the employee may continue the insurance in force by payment of ~~60¢~~ per month per \$1,000 of Group Life Insurance in force, but for no more than twelve months.
- (3) In case of layoff, insurance will continue for the remainder of the month in which the layoff commenced plus 31 days plus:
 - a. For employees under SUB plans, a period of time which will be determined by the number of SUB credit units credited to the employee at the date of the layoff. One month's coverage will be provided for each four credit units the employee is credited with as of the date of layoff but not to exceed twelve months.
 - b. For employees not under SUB plans, one month's additional coverage for each year of service credit, but not to exceed twelve months. Following the expiration of the maximum number of months for which the insurance is continued without cost to the employee, the employee may continue the insurance for up to an additional twelve months by paying ~~60¢~~ per month for \$1,000 of Group Life Insurance in force provided that such employee does not qualify for replacement coverage under another employer-sponsored or group benefit plan. If a laid-off employee whose insurance had not terminated is employed by another unit of the Company, the employee shall be covered by the amount of Group life and Disability Insurance in effect with the prior employing unit of the Company.

- (4) In case of sickness or injury which has not resulted in total and permanent disability, insurance coverage will continue for the period of sickness or injury or for a period equal to the amount of the employee's continuous employment, whichever is the lesser, but in any event not less than 52 weeks.
- (5) Upon entering Military Service, insurance will continue for the remainder of the month in which the leave becomes effective plus 31 days.
- (6) Upon absence from work for any other reason, insurance will terminate after 31 days from date employment terminates.
- (7) An employee whose insurance is terminated under Paragraph (2) above and who retires under Sections 1, 2, 3 or 4 of Article III of the John Deere Pension Plan for Wage Employees will have \$1,500 insurance upon such retirement.
- (8) An employee whose insurance is terminated under Paragraph (2) or (3) above and is unable to return to work when recalled because of sickness or injury will have insurance coverage reinstated for a period of time as provided in (4) above.
- (9) An employee whose insurance is terminated under Paragraph (3) or (4) above and who retired under Sections 1, 2, 3 or 4 of Article III of the John Deere Pension Plan for Wage Employees will have insurance coverage reinstated upon such retirement.

Section 9 Exclusions & Limitations

- A. Temporary employees, namely (1) employees hired for a specific job with the understanding that the work is temporary and that they will not be continued in the employment of the Company after the job is completed or (2) employees hired for a specific period of time of less than three months, and

- B. Part-time employees shall not be entitled to the insurance provided for in this Plan.
- C. In the event of any payment to the employee under the Group Life and Disability Plan for loss of income for which the employee may have a cause of action against a third party the Company & its Carrier will have their joint interest subrogated in this regard. This will entitle the Company & its Carrier to be reimbursed for any amount that the employee recovers for loss of income from any third party which exceeds the employees actual loss of income
- D. The employee will execute and deliver such instruments and papers as may be required and do whatever else is necessary to secure such rights. The employee may take no action which may prejudice the subrogated rights.

The subrogated rights referred to in this paragraph do not apply to an individual plan purchased by the employee specifically for wage loss replacement.

Section 10. Designation of Beneficiary

- A. The beneficiary shall be designated by the employee in writing and filed with the Company.
- B. The right to change of beneficiary is reserved to the insured employee.
- C. An employee, insured under the provisions of this Plan, may at any time designate a new beneficiary for the indemnity for loss of life by filing with, and on forms provided by, the Company a written request for such change. Upon receipt of such request by the Company, the change shall take effect as of the date the employee signed such request.
- D. Upon receipt of such request by the Company the change shall relate back to and take effect as of the date the employee signed such request whether or not the employee is living at *the* time of the receipt of such request but without prejudice to the Company on

account of any payment made by it before such request shall have been received.

Section 11. Privilege of Obtaining Individual Insurance

- A. In case of the termination of any insurance under this Plan
- due to termination of an employee's employment, such employee shall be entitled to have issued without further evidence of insurability upon application within thirty-one days after such termination of employment, and upon the payment of the premium applicable, an individual policy of life insurance. Such policy will become effective following 31 days after the date employment terminates. Such individual policy shall be without disability or other supplementary benefits in one of the forms, except Term Insurance, customarily issued and in an amount equal to or, at the option of the employee, less than, the amount of such terminated insurance.
- B. Any employee, eligible for benefits specified in Section 5 of this Plan on the day immediately preceding the first date such employee is entitled to make application for an individual policy as outlined in A above, may increase such amount of insurance by an amount equal to the total survivor income benefit that would have become payable with respect to such employee under the provisions of Section 5 of this Article if such employee's death had occurred on such day.
- C. Information **as** to the coverage available and premium rates can be obtained from the Company when insurance terminates.

Section 12. Physical Examinations

The Company, at its own expense, shall have the right to require an employee to submit to an examination by an independent physician designated by it for the purpose of determining continuing disability. The Company shall

have the right to examine the employee as often as it may reasonably require.

Section 13. Common law Spouse

The Term "common law spouse" as used in the Plan with respect to an employee means a person who is residing and cohabiting with the employee, provided that:

(1) the employee is not legally married to any other person; and

(2) the person:

(i) has been living with the employee for at least three years, or

(ii) has been living with the employee in a relationship of some permanence if the employee and this person are the natural or adoptive parents of a child;

APPENDIX "H"
JOHN DEERE PROFIT SHARING PLAN

Section 1. Type of Plan and Purpose

- A. This Plan is a profit sharing plan. The purpose of the Plan is to provide contingent benefits to employees to reflect their efforts in contributing to the profitability of the Company and to serve as an incentive for the employees further to contribute to the continued and further financial success of the Company and to its ability to provide continued employment opportunities to its employees.
- B. It is understood and agreed by all parties hereto that the duty of the Company, its Board of Directors, and the management they select is to provide the Company's shareholders protection of, and a maximum return on, their investment, consistent with retention in the business of such profits as the Board of Directors of the Company deems prudent, and with fair and competitive prices, wages, benefits and other terms of employment; no provision of this Plan shall be construed as altering that objective or in any way limiting management or such Board of Directors in the performance of their duties.

Section 2. Definitions

- A. "Company" means Deere & Company and its various U.S. and Canadian subsidiaries and affiliates that adopt or have adopted the Plan.
- B. "Effective date" of the Plan means 02 November 1998.
- C. "Employee" means any person who on or after the effective date is in the regular full-time employ of the Company and is employed for work on the prevailing schedules of the department to which he is assigned, and who is included in a group to whom the Plan has been made available by the Collective Bargaining

Agreement or by extension by the Company and includes any such person while absent from work under circumstances which do not break continuity of service.

- D. "Company Service" means the total period elapsed subsequent to an Employee's first date of hiring as an employee by the Company, exclusive of any period during which an employee is not, or was not, in active service as an employee of the Company (whether resulting from discharge, suspension, resignation or quit, or any other cause) except that there shall be included in such total period of service all periods of absence pursuant to leave of absence granted by the Company, all periods of layoff after the employee's last date of hiring as an employee by the Company and for up to twelve (12) months of each prior period of layoff which commenced after 1 December 1976. Upon reemployment following any break in service,
- (a) prior service shall be reinstated regardless of duration of such break in service in accordance with the preceding sentence; and
 - (b) if the employee is reemployed by the Company after 1 December 1976 within one year from the day he last performed an hour of service for the Company, he will receive additional service for his period of absence from active service with the Company equal to the lesser of
 - (i) his period of absence, or
 - (ii) one year less any period of absence otherwise credited.

The term "first date of hiring" means the first day an employee performs one hour of service with the Company. The term "break in service" means the period which begins on the date he severs his service with the Company and ends if an employee is reemployed by the Company on the first day the employee performs one hour of service following such reemployment. An employee "severs his service" on

the date he quits, retires, is discharged, dies, or otherwise terminates his employment with the Company. The records of the Company with respect to an employee's service will be conclusive unless shown to the Plan Administrator's satisfaction to be incorrect.

- E. "Participant" means any employee who becomes eligible to be covered by the Plan pursuant to Section 3-A.
- F. The "plan year" is the Company's fiscal accounting year.
- G. The "fiscal accounting year" is the 12-month period used by the Company to conduct its official business for internal and external reporting purposes. The dates for the fiscal years covered by this agreement are as follows:

Fiscal 1999: 02 November 1999 through 31 October 1999

Fiscal 2000: 01 November 1999 through 29 October 2000

Fiscal 2001: 30 October 2000 through 28 October 2001

Section 3. Eligibility and Participation

- A. Each employee of the Company who is a member of a group of employees to whom the Plan has been extended by **the Company or by any applicable Collective Bargaining Agreement** then in effect shall be eligible to be covered by the Plan and become a **participant as of the later** of the effective date or the first day of any payroll period on or after the date he has completed one or more years of Company service.
- B. Any participant shall be eligible for a profit sharing **benefit under the Plan for any plan year** which commences after 02 November 1998 provided that he is an active employee of the Company on the last day of that plan year or is on leave of absence or layoff from the Company on the last day of that plan year; except that any otherwise eligible employee who died,

retired, or was employed at a facility of the Company which was sold during such year shall also be covered as if he were an active employee on the last day of that plan year..

Section 4. Amount of Benefit

- A. The amount of the benefit which shall accrue for a participant for any Plan Year shall be computed by multiplying the following three elements:
- (a) the number of hours worked in that Plan Year by the participant;
 - (b) the straight-time hourly rate of pay plus any cost of living allowances as of the last day of the Plan Year (or as of the last day of active work of the employee if earlier); and
 - (c) the Profit Sharing Benefit Percent(s) determined in Paragraph B below times 50%.

The total benefit will equal the addition of the 50% benefit determined from the combined Worldwide Agricultural and Worldwide Commercial & Consumer Equipment rate schedule plus the 50% benefit determined from the Worldwide Consolidated rate schedule.

The maximum profit sharing benefit amount payable to any employee shall be \$400.00. A participant's number of hours worked shall include only the actual number of hours that the participant was actively at work in such fiscal accounting year and shall not include any hours for which the participant was paid but during which he performed no work for the Company; except that

- (i) in the case of a Union representative who was exercising the privileges and/or performing the legitimate duties of his office, there shall also be counted the hours for which he was paid wages pursuant to the collective agreement; and

(ii) there shall also be counted any hours for which a participant is awarded back pay as a result of a final resolution of a grievance pursuant to the Collective Bargaining Agreement. The applicable "profit percentage" for any plan year shall be determined as follows:

1. Divide (a) Combined Worldwide Agricultural and Worldwide Commercial & Consumer Equipment profit by (b) the sum of the Worldwide Agricultural and Worldwide Lawn & Grounds Care Business Segment month end asset balances from October to October, excluding November divided by twelve (12). Assets are defined in accordance with Financial Accounting Standards Board Statement 14 and represent the identifiable assets of the Worldwide Agricultural and Worldwide Commercial & Consumer Equipment operations.
2. Divide (a) Worldwide Consolidated profit by (b) the sum of the Worldwide Consolidated month end asset balances from October to October excluding November divided by twelve (12). Assets are defined as the Equipment Operations assets with the Financial Services subsidiaries included on an equity basis.

Profits in calculations 1 and 2 are the total net income after taxes before deducting:

1. bonus payments to salaried employees (net of tax),
2. profit sharing benefits under this plan or benefits under any similar profit sharing plan (net of tax); and
3. extraordinary gains or losses, as defined under generally accepted accounting principles (net of tax).

For purposes of 1, 2. and 3 above, taxes shall be calculated using the effective tax rate determined from

the respective statements of income. The profit and assets values in this section shall be prepared using generally accepted accounting principles. The profit percentages and underlying profits and assets shall be audited by the Company's independent certified public accountants, whose opinion shall be final and conclusive. The amount of benefit shall not be a part of the participant's hourly rate of pay and shall not be included in the calculation of any amount of other pay, allowance or benefit under any other agreement or plan covering such participant.

B. Payment Schedule

The following schedule shall be used to determine the applicable Profit Sharing Benefit Percent.

Worldwide Consolidated Return on Assets		Profit Sharing Benefit	Worldwide Agricultural and Worldwide Commercial & Consumer Equipment Return on Assets		Profit Sharing Benefit
At Least	But Less Than	Percent	At Least	But Less Than	Percent
0.00%	2.92	0.00%	0.00%	2.09	0.00%
2.92	3.10	0.12	2.09	2.30	0.12
3.10	3.29	0.25	2.30	2.52	0.25
3.29	3.47	0.37	2.52	2.73	0.37
3.47	3.65	0.50	2.73	2.95	0.50
3.65	3.84	0.62	2.95	3.16	0.62
3.84	4.02	0.75	3.16	3.38	0.75
4.02	4.20	0.87	3.38	3.59	0.87
4.20	4.39	1.00	3.59	3.81	1.00
4.39	4.57	1.12	3.81	4.02	1.12
4.57	4.75	1.25	4.02	4.24	1.25
4.75	4.94	1.37	4.24	4.45	1.37
4.94	5.12	1.50	4.45	4.67	1.50

5.12	5.30	1.62	4.67	4.88	1.62
5.30	5.48	1.75	4.88	5.10	1.75
5.48	5.67	1.87	5.10	5.31	1.87
5.67	5.85	2.00	5.31	5.53	2.00
5.85	6.03	2.12	5.53	5.74	2.12
6.03	6.22	2.25	5.74	5.96	2.25
6.22	6.40	2.37	5.96	6.17	2.37
6.40	6.58	2.50	6.17	6.39	2.50
6.58	6.77	2.62	6.39	6.60	2.62
6.77	6.95	2.75	6.60	6.82	2.75
6.95	7.13	2.87	6.82	7.03	2.87
7.13	7.32	3.00	7.03	7.25	3.00
7.32	7.50	3.12	7.25	7.46	3.12
7.50	7.68	3.25	7.46	7.68	3.25
7.68	7.86	3.37	7.68	7.89	3.37
7.86	8.05	3.50	7.89	8.11	3.50
8.05	8.23	3.62	8.11	8.32	3.62
8.23	8.41	3.75	8.32	8.54	3.75
8.41	8.60	3.87	8.54	8.75	3.87
8.60	8.78	4.00	8.75	8.97	4.00
8.78	8.96	4.12	8.97	9.18	4.12
8.96	9.15	4.25	9.18	9.40	4.25
9.15	9.33	4.37	9.40	9.61	4.37
9.33	9.51	4.50	9.61	9.83	4.50
9.51	9.70	4.62	9.83	10.04	4.62
9.70	9.75	4.75	10.04	10.25	4.75
9.75	and above	4.87	10.25	and above	4.87

Section 5. Payment of Benefit

A. Any benefit amount which is payable for any year shall be paid to an eligible participant not later than 15 January of the year following the fiscal year for which the benefit amount is computed. The amount of such benefit shall be paid by a separate payment less union dues and required withholding for federal and provincial taxes. in the event a benefit amount is calculated to be less than \$10, the amount of such benefit amount may be included with, and if included shall be identified on, the employee's Earnings

Statement which is paid during the payroll period in which such benefit amount is due and payable.

- B. If a participant is deceased at the time any benefit is payable to him, the amount of such benefit shall be payable to the same person or persons and in the same proportionate amount as shall be payable to the beneficiary or beneficiaries designated under the John Deere Group Life and Disability Insurance Plan.

Section 6. Miscellaneous

- A. Administration of the Plan. Except as otherwise expressly provided in an applicable Collective Bargaining Agreement, the Plan shall be administered by the Company who shall be the Plan Administrator and shall be authorized to
 - (a) determine all questions arising in the administration of the Plan,
 - (b) establish rules and procedures to carry out its duties and responsibilities,
 - (c) delegate such duties and responsibilities to employees of the Company, and
 - (d) do all other acts which in its judgment are necessary for the proper administration of this Plan.
- B. Facility of Payment. If the Plan Administrator shall receive satisfactory evidence that any participant or other person entitled to receive a benefit under this Plan is physically or mentally incompetent to receive such benefit and to give a valid release therefore, the Plan Administrator shall have the discretion to make payment in one or more of the following ways:
 - (a) directly to such participant or person,
 - (b) to his legal guardian or conservator, or
 - (c) to his spouse or to any other person to be expended for his benefit.

The decision of the Plan Administrator shall be in each case final and binding on all persons in interest.

- C. Employment Rights. Participation in the Plan **will** not give any employee of the Company any right to be retained in the service of the Company nor any right to claim any benefit under the Plan unless such right or claim has specifically accrued under the terms of the Plan.
- D. Nonassignability. The interests of participants and their beneficiaries under the Plan are not in any way subject to their debts or other obligations and may not be voluntarily or involuntarily sold, transferred or assigned by them except with respect to indebtedness owing to the Company. Any amount alienated or assigned to the Company shall not exceed 10% of the amount payable under the Plan to the participant or beneficiary and such alienation or assignment shall be revocable at any time by the person making such alienation or assignment.
- E. Denial of Benefits. In the event that a conflict of opinion arises between any employee and the Company with respect to the payment of benefits under this Plan, such conflict shall be resolved according to the provisions of the Grievance Procedure as set out in the Collective Bargaining Agreement.
- F. Action by the Company. Any action required or permitted to be taken by the Company hereunder may, except as otherwise expressly provided, be taken by persons designated by the Company.
- G. Gender and Number. Where the context admits, words in the masculine gender shall include the feminine gender, the plural shall include the singular, and the singular shall include the plural.
- H. Waiver of Notice. Any notice required under the Plan may be waived by the person entitled thereto.
- I. Limitation of Liability. To the extent permitted by law, neither the Plan Administrator, nor the Company nor

any director, officer, or employee of the Company, shall have any personal liability of any nature for any act done or omitted to be done in good faith, under or in connection with the Plan.

- J. Amendment and termination of Plan. Deere & Company shall have the power at any time and from time to time, by action of its board of directors, to amend or terminate this Plan; provided, however, that no amendment or termination, under any circumstances, with respect to any employees that are represented by a collective bargaining unit may be adopted without the consent of the appropriate collective bargaining representative during the term of the applicable collective bargaining agreement which extends this Plan to such employees.

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