K#3222

AGREEMENT

BETWEEN

DEERE & COMPANY

JOHN DEERE DAVENPORT WORKS
Davenport, Iowa

JOHN DEERE DES MOINES WORKS
Des Moines, Iowa

JOHN DEERE DUBUQUE WORKS
Dubuque, Iowa

JOHN DEERE HARVESTER WORKS-EAST MOLINE
East Moline, Illinois

JOHN DEERE
NORTH AMERICAN PARTS DISTRIBUTION CENTER
Milan, Illinois

JOHN DEERE OTTUMWA WORKS
Ottumwa, Iowa

JOHN DEERE SEEDING GROUP/CYLINDER DIVISION
Moline, Illinois

JOHN DEERE ENGINE WORKS
JOHN DEERE WATERLOO WORKS
JOHN DEERE WATERLOO WORKS –
TRACTOR and CAB ASSEMBLY OPERATIONS
JOHN DEERE WATERLOO FOUNDRY
Waterloo, Iowa

JOHN DEERE COFFEYVILLE WORKS
Coffeyville, Kansas

and the

INTERNATIONAL UNION
UNITED AUTOMOBILE
AEROSPACE and
AGRICULTURAL
IMPLEMENT WORKERS
OF AMERICA

and its

LOCALS
281, 450, 94, 865, 74, 79, 434, 838, and 2366

EXPIRES 1 OCTOBER 2015

TABLE OF CONTENTS

AGREEMENT 1

ARTICLE I. RECOGNITION 2

ARTICLE II. GENERAL CONDITIONS 3
Section 1. Payday 3
Section 2. Physical Examinations 3
Section 3. Company Salaried Employees 4
Section 4. Non-Traditional Work Assignments 4
Section 5. Subcontracting 5
Section 6. Current Address 5

ARTICLE III. NONDISCRIMINATION 6
Section 1. Cooperation 6
Section 2. Union Activity 6
Section 3. Nondiscrimination 6
Section 4. Equal Opportunity 6
Section 5. Interference 7
Section 6. Solicitation 7
Section 7. Discipline 7

ARTICLE IV. DISCIPLINARY ACTION 8
Section 1. Cause 8
Section 2. Notice 8
Section 3. Disciplinary Hearing 9
Section 4. Minutes 9
Section 5. Discipline Grievances 9
Section 6. Probationary Employees 10
Section 7. Written Reprimand 10

ARTICLE V. UNION BULLETIN BOARDS 11
Section 1. Use of Bulletin Boards 11

ARTICLE VI. LEAVES OF ABSENCE 12
Section 1. Personal Business 12
Section 2. Union Business 12
Section 3. Educational 14

TABLE OF CONTENTS

Section 4.	Elective Office	15
Section 5.	Military and Naval Service	15
Section 6.	Reporting	15
ARTICLE VII.	PAID LEAVES	16
Section 1.	Jury Service	16
Section 2.	Bereavement	17
ARTICLE VIII.	VOLUNTARY POLITICAL CONTRIBUTIONS	19
Section 1.	Payroll Deductions	19
Section 2.	Administration	20
ARTICLE IX.	HEALTH AND SAFETY	22
Section 1.	Health and Safety – Rules and Regulations	22
Section 2.	Protective Clothing	22
Section 3.	Safety Committee	22
Section 4.	Health and Safety Grievances	25
Section 5.	Safety Shoes	25
ARTICLE X.	STRIKES AND LOCKOUTS	26
Section 1.	Strikes	26
Section 2.	Lockouts	26
Section 3.	Exceptions	26
ARTICLE XI.	UNION REPRESENTATION	28
Section 1.	General Representation	28
Section 2.	List of Union Representatives	28
Section 3.	List of Supervisors	28
Section 4.	Departmental Stewards	29
Section 5.	Departmental Stewards in Each Factory	29
Section 6.	Duties and Responsibilities	30
Section 7.	Committeemen	31
Section 8.	Committeemen in Each Factory	31
Section 9.	Duties and Responsibilities	32
Section 10.	Union Time Study Representatives	35
Section 11.	Union Safety Representative	36
Section 12.	General Provisions	38

TABLE OF CONTENTS

ARTICLE XII. GRIEVANCE PROCEDURE 41
Section 1. Scope 41
Section 2. Step 1 41
Section 3. Step 2 42
Section 4. Step 3 43
Section 5. Joint Appeal Board 45
Section 6. Arbitration 48
Section 7. Selection - Arbitrator 49
Section 8. Term of Service 49
Section 9. Removal of and Replacement 49
Section 10. Compensation 50
Section 11. Grievance Record 51
Section 12. Time Limits 51
Section 13. Grievance Settlements 51
Section 14. Grievance Settlements Mutual Agreement 51

ARTICLE XIII. UNION SECURITY 52
Section 1. Union Membership 52
Section 2. No Deductions 53
Section 3. Disputes 53
Section 4. Initiation Fees 53
Section 5. Checkoff of Union Membership Dues 53
Section 6. State Laws 58

ARTICLE XIV. SENIORITY 59
Section 1. General Provisions 59
Section 2. Probationary Period 60
Section 3. Establishment of Seniority 61
Section 4. Special Seniority Provisions 62
Section 5. Layoffs and Reductions 63
Section 6. Adjustments Within a Seniority Classification 64
Section 7. Notice of Layoffs 65
Section 8. Recalls and Restorations 66
Section 9. Labor Market Area Seniority (LMAS) 66
Section 10. Outside Labor Market Area Seniority 70
Section 11. Layoff and Recall Grievances 72

TABLE OF CONTENTS

Section 12. Special Recall and Restoration Rights 72
Section 13. Loss of Seniority 72
Section 14. Transfer In and Out of Bargaining Unit 75
Section 15. Choice of Shifts 76
Section 16. Preferential Seniority 76
Section 17. Job Bidding 77
Section 18. Incapacitated Employees 79
Section 19. Maintenance of the Seniority List 81
Section 20. Determination of Qualifications 81

ARTICLE XV. INCOME SECURITY BENEFITS 82
Section 1. Eligibility and Duration 82
Section 2. Limitations 83
Section 3. Computation 83

ARTICLE XVI. VACATION PLAN 84
Section 1. Vacation Year 84
Section 2. Four Weeks 84
Section 3. Three and One-Half Weeks 84
Section 4. Three Weeks 84
Section 5. Two Weeks 84
Section 6. One Week 85
Section 7. Computation 85
Section 8. Christmas Shutdown 86
Section 9. Vacation Bonus 88
Section 10. Terminated Employees 88
Section 11. Deceased or Retired Employees 88
Section 12. Continuous Employment 89
Section 13. Military Service 89
Section 14. Vacation Period 91
Section 15. Pay in Lieu of Vacation 92
Section 16. Holidays with Vacations 93
Section 17. Deductions 93
Section 18. Receipt of Vacation Pay 93
Section 19. Vacation Shutdown 93
Section 20. Personal Vacation Days (PVD) 94

TABLE OF CONTENTS

ARTICLE XVII. HOURS OF WORK AND OVERTIME 96
Section 1. Definitions 96
Section 2. Sunday Work Premium Pay 97
Section 3. Holiday Work Premium Pay 97
Section 4. Off-Duty Day, Saturday and Sunday Overtime Pay 97
Section 5. Daily and Weekly Overtime Pay 98
Section 6. Overtime Compounding 98
Section 7. Shift Hours -- First, Second and Third Shift Starting Hours 98
Section 8. Variations in Shift Hours 99
Section 9. Shift Premium Pay 99
Section 10. Determination of Shifts 100
Section 11. Change of Shifts 100
Section 12. Fifteen Minute Break 100
Section 13. Personal and Cleanup Time 101
Section 14. Holidays 101
Section 15. Distribution of Overtime 104
Section 16. Report-in -- Call-in Pay 106
Section 17. Interference Shifts for CIPP Employees ... 107

ARTICLE XVIII. WAGES 109
Section 1. Basic Wage Rates 109
Section 2. Total Wage Rates 109
Section 3. Cost-of-Living Allowance 110
Section 4. Job Classifications 114
Section 5. Establishment of Rates of Pay 114
Section 6. Continuous Improvement Pay System 116
Section 7. Special Pay Provisions 123
Section 8. Adjustment of Wage Rate -- Temporary Assignment 124
Section 9. Continuous Improvement Process 124
Section 10. Daily Work Record 125
Section 11. Inventory Pay 125
Section 12. Computation of Average Straight-Time Hourly Earnings 125

ARTICLE XIX. APPRENTICESHIPS AND TRAINING PROGRAMS 127
Section 1. Classifications 127
Section 2. Eligibility 127

TABLE OF CONTENTS

Section 3.	Seniority Employees	128
Section 4.	Application and Standards	128
Section 5.	Ratio of Apprentices and Trainees	130
Section 6.	Seniority	131
Section 7.	Rates	132
Section 8.	Credit	133
Section 9.	Related Classroom Study	134
Section 10.	Supervision of Apprentices and Trainees	135
Section 11.	Tools	135
Section 12.	Term of Apprenticeship and Training Programs	135
Section 13.	Joint Apprenticeship Committee	136
Section 14.	Schedules of Work Processes	137
ARTICLE XX.	WAIVER	144
ARTICLE XXI.	LOCAL AGREEMENT	145
ARTICLE XXII.	APPENDICES	146
ARTICLE XXIII.	TERMINATION	148
EXHIBIT "A"	Rate Schedule	150
EXHIBIT "C"	Hourly and Incentive Paid Occupations	151
EXHIBIT "D"	Employee Request for Leave of Absence	154
EXHIBIT "E"	Alternative Shifts	156
EXHIBIT "F"	"Red-Circle" Rates	164
EXHIBIT "H"	John Deere-UAW Programs	169
EXHIBIT "K"	John Deere Job Security Protection Program	179
EXHIBIT "K"	Attachment A - Special Programs for Designated Eligible Employees	190

TABLE OF CONTENTS

EXHIBIT "N" Special Provisions for Employees Hired Before 1 October 1997 193

LETTERS

Overtime Policy 196

Metric Tools for Employees 199

Layoffs -- Overtime 200

Mutual Acceptance 201

Safety Policies and Procedures 204

Preferential Seniority 210

Sourcing 211

Striker Replacement 215

Reinstatement of Grievances 217

Arbitration Scheduling 219

Annual Lump Sum Payments 221

Training 226

Costing of Sourcing 228

National Joint Committee on Competitiveness 229

UAW/Deere Continuous Improvement Process 231

CIPP Planned Activities and New Product Introduction 236

TABLE OF CONTENTS

Annual Skilled Trades Tool Allowance 242

Ratification Bonus 243

Plant Closing Moratorium 245

Apprentice Program Restructuring Committee 246

Contract Administration Processes 248

Energy Legislation 250

Family Medical Leave Act 251

AGREEMENT

This Agreement is made and entered into this 1st day of October 2009, by and between Deere & Company, John Deere Road, Moline, Illinois, and its John Deere Davenport Works, John Deere Des Moines Works, John Deere Dubuque Works, John Deere Harvester Works - East Moline, John Deere North American Parts Distribution Center (Milan facility), John Deere Ottumwa Works, John Deere Seeding Group/Cylinder Division, John Deere Engine Works, John Deere Waterloo Works, John Deere Waterloo Works - Tractor and Cab Assembly Operations, John Deere Waterloo Foundry, and John Deere Coffeyville Works (subject to transition agreement); and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its affiliated Local Unions, Numbers 281, 450, 94, 865, 74, 79, 434, 838, and 2366 hereinafter called the UNION, on behalf of the employees in the bargaining units recognized and referred to in Article I of this Agreement.

ARTICLE I
RECOGNITION

The Company recognizes the Union as the exclusive collective bargaining representative for those production and maintenance employees in the bargaining units as determined by the National Labor Relations Board in Cases Numbers 18-RC-44, 18-RC-47, 18-RC-373 (Des Moines); 18-RC-113, 38-RC-1374, (Dubuque); R-4164 (Harvester - East Moline); R-3839, R-5893 (Ottumwa); 13-RC-3560, 38-RC-441, 13-RC-662, 13-RC-1697 (Seeding Group/Cylinder Division, Excluding Pattern Makers, Toolroom, and Experimental Department employees); and R-4877 (as clarified by written agreement dated 22 May 1997 concerning the foundry bargaining unit (Waterloo Works) and Waterloo Foundry; and as determined by written agreement dated 26 November 1974 (Davenport), 10 January 1975 (Engine Works), 18 April 1975 (North American Parts Distribution Center, Milan facility), successor to the bargaining unit as defined in Case Numbers R-4165, 13-R-2456, 21 September 1977 (Waterloo Works – Tractor and Cab Assembly Operations) and John Deere Coffeyville Works (subject to transition agreement).

ARTICLE II
GENERAL CONDITIONS

Section 1. Payday

Payroll checks will be deposited directly to the employee's bank or credit Union account on Friday of each week for services rendered during the previous work week.

Section 2. Physical Examinations

A. When a physical examination or laboratory test has been made by physicians acting for the Company a report thereof will be given to the personal physician of the employee involved, upon the written request of the employee.

B. An employee returning to work following a period of absence, e.g., layoff, leave of absence, illness or accident, who loses time from work as a result of the Company requiring that he take a physical examination will be paid for such time lost from work during his regular shift hours at the wage rate of the assignment to which they are assigned upon return to work.

C. When scheduling employees for treatment and physical examinations at the John Deere medical facilities, it is the policy to endeavor to schedule employees for medical treatment or medical examinations in accordance with the following schedule. First shift employees are normally scheduled during their working hours. Second shift employees are normally scheduled at the beginning of their shift. Third shift employees are normally scheduled soon after the end of their shift; i.e., generally between 7:00 a.m. and 8:00 a.m.

   Schedules may have to be altered to accommodate certain medical priorities.

Section 3. Company Salaried Employees

Company salaried employees shall not perform work covered by the terms of this Agreement, except in the following types of situations:

A. In the instruction or training of employees.

B. In the performance of necessary supervisory work when production difficulties are encountered on the job, or in starting new jobs.

Section 4. Non-Traditional Work Assignments

Employees covered by this Agreement will be permitted to be assigned to certain functions which they traditionally have not performed or have not exclusively performed. Examples of these 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 where subjects studied may cover 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, prove design and/or production parts, assemblies, prime products, etc. in order to develop or prove engineering theory and design.

F. Special assignments and non-traditional work given to employees assigned to the resource pool in order to accommodate provisions of the Memorandum of Agreement on Employment Security.

However, these functions are not exclusively and will not exclusively be the work of employees covered by this Agreement.

Section 5. Subcontracting

A. It is not the Company's intent to have subcontractors working in the plant on work normally performed by bargaining unit people unless the affected bargaining unit people are working a maximum number of hours (i.e., at least 48). In such cases the Union will be notified prior to the work being performed.

B. In other situations the Company shall make decisions as to whether work shall be performed by Company forces in any Company plant, or by others, consistent with an intention to maintain as far as practicable a stable work force. The Company shall make decisions of such nature with such intention, taking into consideration such factors as the scope of the project or production requirements, relative cost, possession and availability of Company equipment and of employees qualified to accomplish the production without undue overtime or delay either of the specific production or of any other scheduled activity, desirability of continuity of relations with historic sources of supply and believed best utilization of all of the Company's plants with a view to the long-term stability and health of the enterprise as a whole.

Section 6. Current Address

As it is necessary for the administration of the terms of this Agreement, it is the obligation of every employee to keep the Personnel Department advised of his/her current address and telephone number.

ARTICLE III
NONDISCRIMINATION

Section 1. Cooperation

It is mutually acknowledged that this Agreement is based on a relationship of respect, understanding, and cooperation. Such respect, understanding, and cooperation at the Corporate-International Union level contemplates a continuation of contacts between the parties on items of mutual interest as they arise.

Section 2. Union Activity

The Company will not interfere with, restrain, or coerce employees because of membership in the Union, lawful activity on behalf of the Union, nor will it condone on the part of its representatives any anti-Union activity against the Union.

Section 3. Nondiscrimination

A. There shall be no discrimination against any employee in the bargaining unit by either party under this Agreement because such employee is a member of a "protected class" as that term is used in Presidential Executive Orders and in Federal and State Legislation.

B. Wherever a reference to male gender appears in this Agreement it is understood that such language is nonrestrictive and is intended to include females.

Section 4. Equal Opportunity

A joint program to insure equal opportunity for "protected classes," as that term is used in Presidential Executive Orders and in Federal and State Legislation, is set out in Exhibit "H" of this Agreement.

Section 5. Interference

Neither the Union nor the employees it represents will interfere with, intimidate, or coerce any employee in regard to his right to work, nor shall there be any acts by Union members of a coercive nature on Company property at any time.

Section 6. Solicitation

The Company will not condone solicitation of members for any Union carried on during working hours, but this paragraph shall not be construed to prevent the Union from taking up and discussing grievances with management pursuant to the provisions of the Grievance Procedure as set out in Article XII of this Agreement.

Section 7. Discipline

The Company may take disciplinary action against any individual or groups of individuals violating the provisions of the above Sections.

ARTICLE IV
DISCIPLINARY ACTION

Section 1. Cause

The Company shall not exercise its right to discipline by reprimand, suspension, or discharge, any employee except for good and just cause.

Section 2. Notice

Before an employee is required to leave the plant as a result of any incident calling for disciplinary action, his Committeeman, if in the plant, or otherwise any representative of the Union shall be summoned to an office designated by management for the purpose of being notified that the employee is being sent out of the plant and for the purpose of hearing the employee's statement of his position. It is understood that this meeting does not constitute a hearing and the sole reason for the presence of the Committeeman at this time is to be notified that the employee is being sent out of the plant and to hear the statement of the employee. The employee will not be required to leave the plant in instances involving garnishment, tardiness and absenteeism. In other instances, except for those involving a violation of Article X or where the safety of the employee, other employees, or Company property may be threatened, the Union may request that the hearing be held without the employee being required to leave the plant. Before the hearing is held, a brief discussion will take place between the Labor Relations Representative and the Committeeman relative to the scheduling of the hearing, the infraction of the rules involved, and the facts known at that time. Should it be necessary to further investigate the facts presented, the hearing may be delayed.

Section 3. Disciplinary Hearing

A. Within a reasonable period of time after the employee has been sent out of the plant, a disciplinary hearing shall be conducted by the Manager of Industrial Relations, or his representative, at a designated office. At this disciplinary hearing the employee shall have the right to be present, and his Committeeman shall have the right to represent him and both parties shall be allowed to bring in witnesses in order to ascertain all the facts and circumstances of the case. The Chairman may, if he requests, participate in the disciplinary hearing.

B. Should the Company decide to discipline the employee, it shall so notify the employee and the Chairman, or Committeeman. In imposing discipline the Company will not take into account any prior infraction which occurred more than three years previously.

Section 4. Minutes

Written copies of the minutes of the disciplinary hearing, as provided in Section 3 above, including a statement of the Company's disciplinary action, if any, will be furnished by the Company to the Chairman within five (5) working days from the date of the disciplinary hearing. The time limit on the filing of a grievance as a result of disciplinary action, if any, will begin at the time such minutes are furnished to the Union.

Section 5. Discipline Grievances

If any employee desires to present a grievance because of disciplinary action by the Company, as described in Sections 1, 2 and 3 of this Article, said grievance shall enter the Grievance Procedure in Step 2, except that discharge grievances shall enter the Grievance Procedure at Step 3. If it is finally determined that the employee has been disciplined without good and just cause, such employee shall be restored to his former status at the time such action was taken against him and shall be compensated for the wage loss, if any, which has been incurred.

Section 6. Probationary Employees

It is agreed that this Article shall not apply to probationary employees, except that in cases where discrimination because of Union activity or membership in the Union is alleged by the employee, a grievance may be filed as provided in Section 5 of this Article. The Company agrees that any probationary employee will be given the right to see his departmental steward before he is required to leave the plant because of disciplinary action.

Section 7. Written Reprimand

A. After the written reprimand has been on file for one (1) year without any intervening disciplinary action, it will be removed from the employee's employment record.

B. The departmental steward shall witness the issuance of written reprimands in his area.

ARTICLE V
UNION BULLETIN BOARDS

Section 1. Use of Bulletin Boards

A. The Company will assign bulletin boards for the exclusive use of the Union.

B. The Union agrees that it will limit the use of these bulletin boards to the following Union notices and will supply the Company with copies of such notices:

(1) Recreational and social affairs of the Union.

(2) Union meetings.

(3) Union appointments.

(4) Union elections.

(5) The results of Union elections.

(6) Reports of standing Union committees.

C. No provision of this Article shall be construed to permit the posting of any political or advertising matter on bulletin boards or elsewhere on Company property.

ARTICLE VI
LEAVES OF ABSENCE

Section 1. Personal Business

A. In special cases the present practice of the Company of allowing employees to absent themselves from active employment for brief periods to take care of personal business will be continued, when arrangements are made in advance therefore. In such special cases the employee shall retain and accumulate seniority and shall be returned to the job last held provided the seniority provisions so permit and provided that he returns to active employment at the expiration of such leave.

B. On any absence from active employment of more than three (3) days, and if a leave of absence on the proper form (Exhibit "D") has been approved by management, a copy of such leave shall be furnished to the Union.

Section 2. Union Business

A. When the Union (Chairman, President or Secretary) requests permission for an employee to be absent from active employment for more than three (3) days for Union business, the Company will grant a leave of absence. This permission shall be extended to not more than one (1) employee for each four hundred (400) employees, or major fraction thereof in the bargaining unit, with a minimum of six (6) employees at any one time and shall not exceed a total of more than thirty (30) working days per year times the number of employees entitled to be absent. In such special cases, the employee shall retain and accumulate seniority and shall be returned to the job held provided the seniority provisions so permit and provided that he returns to active employment at the expiration of such leave.

B. Upon request by the Union (Chairman, President or Secretary), permission to be absent from active employment will be granted to employees selected as delegates to John Deere Intra-Corporation Council or Screening Committee meetings, Agricultural Implement Wage and Hour Council, or as members of Local Union election committees, or as Union negotiators in any contract negotiations with the Company, or to Local Union representatives engaged in preparatory work for Step 3 and arbitration of the Grievance Procedure, or to Executive Board Members of the Local Union to attend meetings away from the plant, or to members of standing committees as defined by UAW International Constitution (not to exceed twenty (20) at any one time). Such time off shall not be charged against the quota of employees or against the time allowed under A above.

C. In addition, upon such request, the President of the Local Union will be granted a special leave of absence to serve as a full-time representative of the Local Union. During such leave the employee shall retain and accumulate seniority. Such leave of absence shall be for one (1) year and shall be renewed from time to time upon written request from the Union. If he returns to the active employment of the Company at or before the end of such leave he shall be assigned to work as set out in D below.

D. Upon written request by the Union, the Company will grant a special leave of absence to not more than seven (7) member(s) of the bargaining unit who accept a full-time job with the Union for a part or all of a year. During such leave the employee shall retain and accumulate seniority. Such special leave of absence shall be limited to a period of one (1) year. Such leave of absence shall be renewed from time to time upon written request from the Union. If the member returns to the active employment of the Company at or before the end of the special leave of absence, he shall be returned to the department and seniority classification last held prior to his leave of absence. In the event the department and seniority classification last held does not exist, or if his seniority is not sufficient to permit

his remaining in that department and seniority classification, then he shall be subject to the remaining provisions of Article XIV.

E. Any request to be absent or on leave as provided by this Section should be submitted to the Company as far in advance as is reasonably possible.

Section 3. Educational

A. A leave of absence for a period not to exceed one (1) year without loss of seniority will be granted an employee who has one (1) year or more of seniority in order that the employee may attend a recognized college, university, trade or technical school full time, provided that the course of instruction is related to the employee's employment opportunities with the Company. A request for a leave of absence to attend primary or high school will be regarded as being within the intent of this paragraph and the schooling will be regarded as being related to the employee's employment opportunities 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 leaves may be extended for additional periods not to exceed one (1) year each.

B. An employee may terminate an educational leave of absence by written notice to the Company. The employee will be returned to active employment within ten (10) working days after receipt by the Company of the written notice to terminate the educational leave of absence.

Section 4. Elective Office

A. For the purpose of enabling employees to participate in the affairs of government, the Company shall grant, upon written notice from the employee, leaves of absence to employees who are elected or appointed to city, county, state, and national governmental positions for the first term or who are appointed to serve unexpired terms of such elective or appointive positions. Such leaves of absence will be granted by the Company, upon written request, for successive terms within the period of this contract.

B. Upon written request, an employee seeking candidacy, or government office, the Company will grant a leave of absence of sixty (60) days prior to an election date, for the purpose of campaigning on his own behalf.

Section 5. Military and Naval Service

A. None of the provisions of this Agreement shall be permitted to conflict with any obligations of the Company under any Selective Service Act, and amendments thereto, for any of its employees who have been inducted into any of the services covered by such acts and amendments thereto.

B. An employee accepted for membership in the Peace Corps shall be granted the same privileges and shall be reemployed under the same circumstances as if he had entered the Armed Services of the United States. This provision shall cover one enlistment only.

Section 6. Reporting

Any employee who fails to report to active employment at the expiration of a leave will be subject to the provisions of Article XIV, Section 13. Loss of Seniority, A-(1).

ARTICLE VII
PAID LEAVES

Section 1. Jury Service

A. An employee who is called for jury service (which includes grand jury service) or who is required by law to appear for examination by a jury commission prior to such jury service or is subpoenaed and reports for witness service and/or the giving of a deposition in a proceeding in a Court of Record will be reimbursed the difference between his normal rate of pay (i.e., his average straight-time hourly earnings on a straight-time, 8-hour-per-day, 40-hour-per-week basis excluding shift premiums and all other premium pay) for necessary time lost because of such service and the amount of compensation received for such services. Provided that no such payment shall be made to an employee for such service on any day during which in accordance with his regular work schedule he would not have worked for the Company.

B. In order for an employee to be eligible, the employee must

(1) immediately notify his supervisor of the receipt of summons for such service.

(2) furnish his supervisor proper evidence of his service.

C. If a first shift or second shift employee is excused from service during the morning, the employee may report for work to finish the day. If an employee fails to report for work to finish the day, he will be reimbursed only for the actual hours lost up to the time he was excused. If such employee is excused after 12:00 noon, he will not be required to return to work that day.

D. A third shift employee will be excused from work on either the shift preceding his service, or the shift immediately following the completion of his service, at the option of the employee. Such employee must notify his immediate supervisor of his election prior to being absent from work.

E. Hours paid for by the Company under this Section count as hours worked for purposes of overtime.

F. If an employee is entitled to receive jury duty make-up pay under this Section and such employee serves during a period of time when the employee is on vacation, the employee shall receive both jury service make-up pay and vacation pay.

Section 2. Bereavement

A. When death occurs in his 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, an employee, on request, will be excused for any three (3) normal scheduled days of work (or for such 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 attends the funeral.

B. After making written application therefore, the employee shall receive pay for any scheduled days of work for which he 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 attends the funeral. Payment shall be made at the employee's average straight-time hourly rate on the last day worked exclusive of shift and overtime premium. Time thus paid will not be counted as hours worked for purposes of overtime.

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

D. In a delayed burial situation the employee may elect to take compensated days of bereavement so as to attend the burial service. In this instance the days need not be consecutive but in no event may the compensated days extend beyond the day after the burial service. In order to use this the employee must receive prior approval of the Company.

E. In the event the funeral is held outside the continental United States and if memorial services are held in the United States, an employee may elect to take compensated days of bereavement provided he attends the memorial services but in no event may the compensated days extend beyond the day after the memorial service.

F. In the case of multiple deaths, no time is allowed beyond three (3) days following the date, or last date of death.

G. An employee will be eligible for bereavement pay in instances where the body is cremated if the employee attends a bonafide memorial service at a place of worship or a funeral home.

H. If an employee is entitled to receive bereavement pay under this Section and the excused days fall within a period of time such employee is on vacation, the employee shall receive both bereavement pay and vacation pay.

ARTICLE VIII
VOLUNTARY POLITICAL CONTRIBUTIONS

Section 1. Payroll Deductions

The Company will make deductions for Voluntary Political Contributions from the paychecks of Company employees represented by the Union.

A. The designated financial officer of each Local Union will furnish to the local management for each employee for whom a deduction is to be made, an authorization card signed by the employee containing the following information:

(1) Name

(2) Employee Number

(3) Department Number

(4) Address

(5) Social Security Number

(6) Local Union Number

(7) Amount to be deducted each month (either $.25, $.50, $1.00, or an amount elected by the employee on the deduction card).

(8) Date of Signature

Cards that cannot be processed will be returned to the designated financial officer of the local union for correction.

B. The Company will make such authorized deductions from wages earned and issued during a pay period of the month in which Union dues are not deducted and will continue the deductions while such authorization is in effect.

C. In the event an employee does not receive earnings for a said pay period, deductions will not be carried forth to any succeeding pay period.

Section 2. Administration

A. The Company will issue a single check payable to the UAW V-CAP, in care of the UAW's National CAP Department for deductions made in the preceding month. The UAW's Voluntary Political Contributions fund (V-CAP) is in full compliance with the Federal Election Campaign Act. Overpayment to the Union resulting from cancelled employee authorizations will be refunded by the UAW International Union's Voluntary Political Contributions fund (V-CAP).

B. A monthly report will be provided to the Local Union financial officer and Regional Office which will indicate name, employee number, Local Union number, social security number, month and year-to-date deduction for each member.

C. A floppy disk, CD, or other agreed upon means will be furnished upon request, not to exceed four times a year, in the following format:

Local/plant, department, social security number, first name and initial, last name, address, shift, current deduction, year-to-date deduction amount, Company code to be assigned by National CAP Department.

D. Employees who wish to cancel their authorizations for payroll deductions will sign a card supplied by the Union for that purpose.

E. The designated financial officer of the Local Union will collect and forward to local management as one transmittal all signed authorization cards and cancellations cards for the initial processing and for each subsequent monthly period.

F. In the event of layoff or transfer, the Union-covered employee's authorization card will be held with payroll records and reinstated upon said employee returning to a job covered by the Labor Agreement.

G. The Union will indemnify and hold harmless the Corporation from any and all liability or claims arising from administrative error resulting from the deductions provided for in this Agreement.

ARTICLE IX
HEALTH AND SAFETY

Section 1. Health and Safety - Rules and Regulations

The Company and Union are proud of the joint health and safety program which has resulted in significant reductions of occupational injuries. The program has been successful because injuries have been analyzed, goals established and action plans carried out.

In addition, the Company, Union and employees will comply with shop rules and laws governing health and safety.

Section 2. Protective Clothing

A. The Company shall furnish special protective clothing and special safety devices (not safety shoes or prescriptions for safety glasses) where such are required by the Company.

B. The Company will provide coveralls or other suitable clothes to all employees in the following job classification:

Painter Classification (L-5)

Section 3. Safety Committee

A. A joint Safety Committee consisting of three (3) Company representatives and three (3) Union representatives shall be established to help implement the foregoing policy. One (1) of the three (3) Union representatives will be the Union Safety Representative provided in Article XI, Section 11.

B. This committee shall meet semimonthly on a day and time mutually agreed upon.

C. It shall be the responsibility of the Safety Committee and Shop Chairman to discuss health, safety and sanitation in the plant and to make recommendations on safety and sanitation problems considered by the committee. Copies of such recommendations will be furnished to the Plant Engineer, the Plant Safety Director, and the Manager of Labor Relations.

D. In carrying out its responsibilities the Safety Committee may:

(1) Review plant injuries and illnesses, identify causes(s) and suggest preventive measures.

(2) Review changes in shop rules governing health and safety.

(3) Review a report by the Company's Safety Director on the action taken or the progress made in connection with the recommendations made by the Committee at its previous meeting.

(4) Review copies of all written grievances involving health and safety filed by employees in the bargaining unit. The Manager of Labor Relations will furnish copies of such grievances to the Committee.

(5) Review new manufacturing equipment including robots, new plant layouts, and major process changes to insure compliance with Company health and safety purchase specifications. The Company recognizes the importance of involvement in the early stages of the process.

(6) Review annually the noise and respirator abatement programs in order to give the Committee ample opportunity for discussion and make recommendations for improvement. Engineering controls will be used to control employee exposures to

noise and air contaminants, where feasible. The goal of these programs is to improve the environment of the workplace.

(7) Review the machinery and equipment safety lockout program in order to give the Committee ample opportunity for discussion and to make recommendations for improvement.

(8) By mutual agreement, have specific areas of the factory under discussion inspected jointly by one (1) Company member and one (1) Union member of the Committee. Time lost from work by Union members of the Committee in making such inspections shall be paid for by the Company at the rate of the employee's average straight-time hourly earnings.

(9) Review ergonomic plans and activities such as; analysis of injuries, job evaluations and modifications, and make recommendations for improvement.

(10) Review the plant's annual Occupational Safety & Health Goals and Objectives. The Union members of the committee will be given an opportunity to make suggestions and recommendations. The Safety Committee will be given a copy of the final document.

(11) Review the working alone policy.

E. Minutes shall be taken of the Committee meetings by one (1) of the Company members on the Committee and, if acceptable, the minutes shall be signed by the Union and Company members of the Committee. The Chairman shall be provided with a copy of such minutes.

F. The Company shall pay the Union members of the Safety Committee for time lost from work up to a maximum of two (2) hours each for attending each semimonthly meeting. Such pay shall be at the rate of the employee's average straight-time hourly earnings as provided in the Wage Article.

Section 4. Health and Safety Grievances

A. As hereinafter provided in this Agreement, grievances alleging specific unsafe or unsanitary physical conditions in the plant, including such grievances which might also involve questions of possible violations of Section 1 of this Article, properly presented and/or appealed will be subject to consideration in a Special Step 3 meeting and possible strike action.

B. Grievances involving the interpretation and application of the terms of Sections 2 and 3 of this Article will be subject to processing through the regular Grievance Procedure, including arbitration.

Section 5. Safety Shoes

The Company will reimburse employees up to one hundred-twenty dollars ($120) for the purchase of safety shoes with metatarsal protection when initially hired and up to seventy-five dollars ($75) per year thereafter. This payment is only to be made once in any calendar year. Employees are required to submit a proof of purchase for safety shoes to the Company in order to receive reimbursement. However, employees who work with machine cutting oil and coolant will be reimbursed for two (2) purchases in a calendar year.

ARTICLE X
STRIKES AND LOCKOUTS

Section 1. Strikes

The Union, and the employees it represents, agrees that it will condemn and will not authorize, encourage, or promote any curtailment or restriction of production, sit down, slowdown, or other form of strike or work stoppage on the part of any employee or group of employees, in the unit covered hereby; that it will in good faith attempt to prohibit the same, and that engaging in any sit down, slowdown, or other strike or work stoppage on the part of any employee or group of employees, in the unit covered hereby shall be grounds for immediate disciplinary action, as set out in Article IV, by the Company of any or all such employees or groups of employees, it being understood that such disciplinary action be subject to the Grievance Procedure.

Section 2. Lockouts

There shall be no lockout by the Company during the term of this Agreement.

Section 3. Exceptions

A. The provisions of Sections 1 and 2 of this Article shall not be effective in the following:

   (1) Disputes referred to Special Step 3 as provided for in the National Joint Committee on Competitiveness letter.

   (2) The pay level for new job classifications introduced into a unit under the provisions of Article XVIII, Section 4-C.

(3) Alleged specific unsafe or unsanitary physical conditions in the plant shall not be subject to arbitration, but may be appealed through the grievance procedure to, and answered by the Company in Step 3 as provided in Article XII.

(4) Any grievance as set out in (1), (2), and (3) above, processed through Step 3 of the Grievance Procedure, shall be deemed settled on the basis of the Company's written answer in Step 3 unless the grievance is further processed under the provisions of Article XII, Section 4, if applicable, or unless, within sixty (60) calendar days from the date of said answer, the International Union, by written notice signed by an officer thereof, notifies the Company that the International and Local Union have authorized a strike of the bargaining unit as provided by the Constitution of the International Union.

(5) Such strike notices shall be for fifteen (15) calendar days, shall specify the grievance or grievances involved, and the strike shall not begin until after the completion of the fifteen (15) days. After the conclusion of the fifteen (15) days' notice neither party will be bound by the provisions of Sections 1 and 2 of this Article with respect to any grievances as set out in (1), (2), and (3) of this Section.

(6) It is understood that nothing in this Section shall be construed to permit any sit-down, slowdown, or any curtailment or restriction of production at any time, except for authorized strikes as provided in this Section 3.

ARTICLE XI
UNION REPRESENTATION

Section 1. General Representation

In the administration of this Agreement the Union shall be represented by departmental stewards, Committeemen, Union Time Study Representatives, and a Union Safety Representative, as provided below. Each of these Union representatives shall be an employee of the Company and have completed his probationary period.

Section 2. List of Union Representatives

The Chairman shall, within twenty (20) days from the signing of this Agreement, provide the Manager of Labor Relations (reference to the Manager of Labor Relations in this Agreement shall mean the Manager of Human Resources at those facilities where the labor relations functions are the responsibility of the individual with that title) with a list of its representatives and their alternates by name, clock number, position, and the area which each representative serves. Changes in this list shall be furnished to the Manager of Labor Relations promptly, in writing as they occur. The Company shall not recognize any Union representative of whom it has not been so informed. Further, the Chairman shall provide the Manager of Labor Relations with an updated copy of the subject list quarterly.

Section 3. List of Supervisors

The Company shall, within twenty (20) days from the signing of this Agreement, present to the Chairman a complete list, in writing, of supervisor with whom grievances shall be taken up in Step 1 of the Grievance Procedure, which list shall show the department or portion of a department over which each supervisor has jurisdiction. The Company shall inform the Chairman promptly, in writing, of all changes in personnel of said list as they occur. Further, the Company shall provide the Chairman with an updated copy of the subject list quarterly.

Section 4. Departmental Stewards

The Union shall be represented at Step 1 of the Grievance Procedure by departmental stewards. The jurisdiction of a departmental steward shall be limited to the processing of complaints in the area which he serves as a steward. Each departmental steward shall be employed in the area which he serves as a steward. No employee shall be represented by more than one (1) departmental steward.

Section 5. Departmental Stewards in Each Factory

A. **John Deere Davenport Works**
John Deere Des Moines Works
John Deere Dubuque Works
John Deere Coffeyville Works

There shall not be more than one (1) departmental steward for each thirty-five (35) employees in the bargaining unit.

Where there are more than thirty (30) persons working on the second or third shift in the plant, there may be at least one (1) departmental steward.

B. **John Deere Engine Works**
John Deere Harvester Works - East Moline
John Deere Waterloo Works -
Tractor and Cab Assembly Operations
John Deere North American Parts Distribution Center
(Milan facility)
John Deere Waterloo Works
John Deere Waterloo Foundry

Based upon the total number of employees in the bargaining unit, there shall be not more than one (1) departmental steward for each fifty (50) employees, or major fraction thereof.

C. **John Deere Ottumwa Works**

Based upon the total number of employees in the bargaining unit, there shall be not more than one (1) departmental steward for each thirty-five (35) employees, or major fraction thereof. The Union shall be allowed a minimum of fifteen (15) departmental stewards at all times, even though the formula of one (1) departmental steward for each thirty-five (35) employees or major fraction thereof would not grant as many as fifteen (15) departmental stewards.

D. **John Deere Seeding Group/Cylinder Division**

There shall not be more than one (1) departmental steward for each thirty-five (35) employees in the bargaining unit, with a minimum of twenty (20) stewards.

When there are more than thirty (30) persons working on the second or third shift in the plant, there shall be at least one (1) departmental steward.

Section 6. Duties and Responsibilities

A. A departmental steward shall be permitted to be away from his work in order to perform his duties as a Union representative only in the processing of grievances in accordance with Step 1 of the Grievance Procedure in Article XII provided a departmental steward shall be permitted to leave his work only upon a request from an aggrieved employee, or the Manager of Labor Relations, through the employee's supervisor; or, having knowledge of a contract infringement, to discuss it with the supervisor.

B. A departmental steward leaving his work shall notify his supervisor, or someone designated by the supervisor to act for him in his absence from the department, at the time of leaving and also upon his return. If it is necessary for a departmental steward to enter a department in his jurisdiction other than his own for reasons set out in

Paragraph A above, he shall receive through his supervisor, or someone designated by the supervisor to act for him in his absence from the department, written permission to leave his department and shall report to the supervisor of the department he enters prior to performing any handling of the complaint involved.

C. Departmental stewards shall be allowed a maximum amount of time from their work, chargeable to the Company, of twelve (12) hours for each four (4) week period, beginning with the effective date of this Agreement, for the purposes as set out in Paragraph A above, and for such time or any part thereof, if so used, shall be paid on the basis of the respective steward's average straight-time hourly earnings.

D. If a departmental steward is required to lose additional time from his work at the request of the Company in the handling of complaints this time shall be shown on the Daily Time Report as "Company Request" and will be paid for in the same manner as, and in addition to, the hours mentioned above.

Section 7. Committeemen

The Union shall be represented at Step 2 of the Grievance Procedure by Committeemen selected by the Union.

Section 8. Committeemen in Each Factory (One of Which Shall be the Chairman)

A. **John Deere Des Moines Works**
John Deere Ottumwa Works
John Deere Waterloo –
Tractor and Cab Assembly Operations

Four (4) Committeemen.

B. **John Deere Dubuque Works**

Seven (7) Committeemen.

C. **John Deere Harvester Works - East Moline**

Six (6) Committeemen.

D. **John Deere Davenport Works**
John Deere Engine Works
John Deere Seeding Group/Cylinder Division

Three (3) Committeemen.

E. **John Deere Waterloo Works**

Eight (8) Committeemen.

F. **John Deere North American Parts Distribution Center**
John Deere Waterloo Foundry

Two (2) Committeemen.

G. **John Deere Coffeyville Works**

One (1) Committeeman.

Whenever the number of employees in the bargaining unit exceeds four hundred (400), then the Union may be represented by two (2) Committeemen.

Section 9. Duties and Responsibilities

A. The jurisdictional area of each Committeeman is subject to agreement between the Union and the Company.

B. The Committeemen will have the right to devote full time to the discharge of their duties as Union representatives as specifically enumerated in this Agreement whether in or out of the plant. They will, however, be compensated by the Company on the basis of their average straight-time hourly earnings on the basis of forty (40) hours per week subject to the following:

(1) The Committeemen will be treated as on leave of absence under Article VI, Section 2-C, for all purposes with the following exceptions:

a. They will be eligible for vacation and vacation pay computed in accordance with Article XVI. The vacation earnings figures will include all sums paid by the Company under this Section.

b. They will be credited with pension earnings including all sums paid by the Company under this Section.

c. The Company will provide them with the Group Life Insurance provided in Appendix "I" at no cost to them. The earnings figure will include all sums paid by the Company under this Section, except those payments provided by Section 9-B-(2) of this Article.

d. The Company will provide them with the benefits under Appendices "B" and "C" at no cost to them.

(2) Committeemen's Overtime Pay

a. Committeemen's 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 each workweek by the total number of bargaining unit employees who worked and received pay in the workweek.

b. Each committeeman will be paid time and one-half for the number of hours determined in a. above. Pay will be computed to the nearest one-tenth (.10) of an hour.

c. In the application of Paragraphs a and b above, for example:

The number of employees in a bargaining unit totaled four thousand (4,000) employees. One thousand (1,000) employees worked eight (8) hours on Saturday. One thousand (1,000) employees worked eight (8) hours on Sunday. Four hundred (400) employees worked two (2) hours overtime on five (5) regular workdays. The total number of hours of overtime worked would be:

1,000	x	8	=	8,000 hours
1,000	x	8	=	8,000 hours
400	x	10	=	4,000 hours
		TOTAL	=	20,000 hours

This number (20,000) would be divided by the number of employees (4,000) to determine overtime hours payable to each committeeman for the workweek.

$\frac{20,000}{4,000}$	=	5

Thus, each committeeman would receive five (5) hours of pay for the workweek at time and one-half.

(3) It is understood and agreed that no payment will be made to the Committeemen under this Section for any absence of theirs as a result of vacation, in-plant injury for which they receive a benefit under Workmen's Compensation, or non-occupational illness or injury for which they receive a benefit.

(4) It is understood and agreed that upon sufficient advance written notice from the Chairman, President, or Recording Secretary, the Company will recognize and will pay in accordance with this Section, the duly-authorized alternates for the Committeemen during any absence of theirs of a week or more.

C. The Committeemen will represent the Union only as provided for in Article XII, Grievance Procedure, and in Article IV, Disciplinary Action.

Section 10. Union Time Study Representatives

A. The Union shall have the services of two (2) Union Time Study Representatives at each unit trained by the Company for a period not to exceed three (3) months. When the employees are so trained, they shall return to their regular job in the unit.

B. The duties of a Union time study representative shall consist of supporting CIPP Plan development, and maintenance, and in the investigation of disputes involving Article XVIII Wages, Section 6 Continuous Improvement Pay System.

C. The Company agrees to pay these Union Time Study Representatives for time which they lose from their work in the performance of their duties with a maximum time of eighty (80) hours over a four (4) week period beginning with the effective date of this Agreement. The number of hours allotted may be pooled over a four (4) week period, beginning with the effective date of this Agreement, and any Union Time Study Representative may use all or any part of the total number of hours allotted. This time shall be paid on the basis of the respective Union Time Study Representative's average straight-time hourly earnings as computed in Section 12 of Article XVIII. All time in excess of this eighty (80) hours allowed for Union Time Study Representatives over a four (4) week period shall be paid for by the Union, except that the Company will pay for such time spent directly at its request.

D. Should the Company transfer one of these Union Time Study Representatives to a position outside the bargaining unit, a replacement will be trained by the Company at its expense on the basis of the employee's average straight-time hourly earnings as computed in Section 12 of Article XVIII.

E. The cost of training a replacement for a vacancy caused by other than the action stated in Paragraph D above shall be borne entirely by the Union.

F. In selecting a replacement, the Union shall submit the names of five (5) employees, who shall meet qualifications set up by the Company. From this group the Company shall select three (3) whom it deems qualified for this work. The Union shall then select one (1) of these three (3) to receive the training.

Section 11. Union Safety Representative

A. The Union shall have the services of one (1) Union Safety Representative, trained by the Company for a period not to exceed three (3) months. When the employee is so trained, he shall return to his regular job in the plant.

B. The duties of the Union Safety Representative shall consist only in making joint investigations with a Company Safety man except as provided in Paragraph C below. When a grievance arises over a specific safety condition which cannot be settled satisfactorily in Step 1 of the Grievance Procedure, then at Step 2 of the Grievance Procedure, the Company or the Union may request that a joint investigation be made. This joint investigation shall consist of a physical inspection of the condition complained of here the circumstance makes it necessary to do so. Every effort will be made to have the joint investigation completed before the date of the Special Step 3 Meeting. If the Chairman and the Manager of Labor Relations agree, the joint investigation will be filmed. Such film shall be used exclusively in the handling of that grievance in the Grievance Procedure.

C. The following equipment will be made available in the Safety Department of all factories to be used if required in making joint safety investigations.

(1) Noise Meters

(2) Velocity Measuring Equipment (such as Alnor Velometer)

(3) Universal Tester for Carbon Monoxide

D. The Union Safety Representative, upon request from the Chairman or a Committeeman, may investigate factory accidents and alleged specific unsafe or unsanitary conditions in the factory. He will be accompanied by a representative designated by the Company on these investigations.

E. Such Union Safety Representative shall in no way participate in the establishment of safety policy, but shall act only in cases where an existing condition becomes a matter of dispute and a request is made by the Company or the Union for a joint investigation, as provided in Paragraph B of this Section.

F. The Company agrees to pay the Union Safety Representative for time which he loses from work in making joint investigations and in analyzing the data thereby obtained a maximum time of forty (40) hours over a four (4) week period beginning with the effective date of this Agreement. This time shall be paid on the basis of the respective Union Safety Representative's average straight-time hourly earnings. All time in excess of this forty (40) hours allowed for the Union Safety Representative over a four (4) week period shall be paid for by the Union, except that the Company will pay for such time spent directly at its request.

G. Should the Company transfer the Union Safety Representative to a position outside the bargaining unit, a replacement will be trained by the Company at its expense on the basis of the employee's average straight-time hourly earnings.

H. The cost of training a replacement for a vacancy caused by other than the action stated in Paragraph G above shall be borne entirely by the Union.

I. In selecting each Safety Representative or replacement, the Union shall submit the names of five (5) employees, who shall meet qualifications set up by the Company. From this group the Company shall select three (3) whom it deems qualified for this work. The Union shall then select one (1) of these three (3) to receive the training.

J. The Union Safety Representative will be a member of the Hazardous Materials Control Committee.

Section 12. General Provisions

A. In all cases where it is necessary for a departmental steward, Union Time Study Representative or Union Safety Representative to leave his work in order to perform his duties as a Union representative, as outlined above, he shall report to his supervisor, or his supervisor's designee, upon leaving and upon his return to his job. Sufficient time shall be allowed to arrange for the continuance of his work.

B. The Committeemen will conduct their handling of grievances through the Labor Relations Department in accordance with the provisions of Article XII, Grievance Procedure. Any time it is necessary for a Committeeman to enter the factory, arrangements therefore must always be secured through the Labor Relations Department.

C. All time spent by Union representatives, as provided in this Article, shall be recorded on a daily time slip.

D. None of the provisions of this Agreement will be construed so as to require payment by the Company for any time spent by a Union representative in any negotiations for the amendment, extension of, renewal, or of additions to an existing Collective Bargaining Agreement, nor for the negotiations of new Agreements.

E. With respect to the number of departmental stewards as herein provided, the Union will not be required to change the number of such representatives to conform to such provisions until sixty (60) days after notice from the Company that changes are required; provided, however, that there is work required to be performed within the area in which the Union representative serves, and provided further that the Union representatives are qualified to perform the work.

F. An International Union Representative shall be entitled, upon request to the Manager of Labor Relations, to inspect in company with the latter and the Chairman, or his designee, any work area of the plant covered by the bargaining unit where the circumstances of the grievance make it reasonably necessary to make an inspection of physical working conditions involved in the grievance. It is understood that the above conditions only apply after the grievance has been discussed or is being discussed in a Step 3 meeting, but prior to being answered by the Company in that Step, or at any time after the grievance has been appealed beyond Step 3, but prior to any arbitration hearing.

G. An International Union Representative designated as a Certified Industrial Hygienist shall be entitled, upon specific request made as a part of an appropriate Union request for a Special Step 3 meeting as provided in Article XII, Section 5, to inspect in company with the Chairman, the Union Safety Representative, a Union member of the Plant Safety Committee, and with the Manager of Labor Relations, a Company member of the Plant Safety Committee, the Works Manager or his representative, and a representative of Deere & Company's Safety Department any work area of

the plant involved in a grievance to be considered in such a Special Step 3 meeting.

H. No Committeeman or an executive officer of the Local Union may be transferred to any position outside the bargaining unit until the expiration of his term of office.

I. No Union Time Study Representative or Union Safety Representative may be transferred to any position outside the bargaining unit until a replacement has been trained as provided in this Article.

J. When ten (10) or more employees are working overtime in the jurisdictional area of a departmental steward and there is no departmental steward in the department on the shift into which the group works overtime, the respective steward shall be included in the overtime group, provided he is qualified to do the work required.

ARTICLE XII
GRIEVANCE PROCEDURE

Section 1. Scope

Should any employee, or the Union, desire to present a complaint or grievance to the Company concerning any matter involving rates of pay, wages, hours of employment or any other condition of employment, such complaint or grievance shall be handled in accordance with the following procedure:

Section 2. Step 1

A. Between the aggrieved employee with his departmental steward and his supervisor. The foregoing shall not be construed to mean an employee cannot discuss conditions and circumstances involving his work with his supervisor without the presence of his steward.

B. This Step 1 shall be verbal and any settlement shall apply only to the individual situation involved and will have no weight of precedent in other situations or under other circumstances.

C. An earnest effort shall be made by the supervisor, employee and departmental steward to resolve the complaint or grievance at Step 1 of the grievance procedure.

D. If the supervisor's answer is unsatisfactory, then either the employee or the departmental steward may request of the supervisor that he, through the Labor Relations Department, arrange to have the Committeeman come to the department to discuss the complaint with the employee and the departmental steward.

Section 3. Step 2

A. After the supervisor has notified the Labor Relations Department of the need for the Committeeman, the Labor Relations Department will notify the appropriate Committeeman of the complaint.

B. Upon arranging for a suitable time with the Labor Relations Department, the Committeeman, in accompaniment of an LR/HR Representative will visit the department to discuss and investigate the complaint, or upon request of the LR/HR Manager arrangements (in line with established factory practice) will be made for him to visit the department to discuss and investigate the complaint with the employee and the departmental steward. He must report to the supervisor of the department upon entering and leaving the department.

C. If the Committeeman and the Labor Relations Representative are unable to resolve the complaint, then the complaint may be reduced to writing and presented as a Step 2 grievance. To be subject to further consideration, this grievance must be presented within ten (10) working days from the date the alleged violation last occurred. The grievance must set out the alleged contract violations, the contract provisions violated, and the specific relief sought thereunder.

D. The Labor Relations Representative will answer the grievance in writing within five (5) working days of the receipt of the Step 2 grievance.

E. If the Union is dissatisfied with the Company's answer in Step 2, then the Chairman may appeal the grievance to Step 3 within ten (10) working days from the date of the Company's answer. The grievance must set out the alleged contract violations, the contract provisions violated, and the specific relief sought thereunder.

F. Matters outside the jurisdiction of the departmental supervisor will enter the grievance procedure at Step 2.

Section 4. Step 3

A. From time to time the Chairman and the LR/HR Manager will agree on mutually satisfactory times for Regular Step 3 meetings. At these meetings, Step 3 grievances on the agenda which do not involve matters set out in Article X, Section 3, will be discussed. The Step 3 meeting will be held within five (5) working days of receipt of the agenda by the LR/HR Manager.

The normal complement of the Regular Step 3 meeting will be as follows:

For the Union:

(1) The Chairman

(2) A representative(s) of the International Union

(3) A Committeeman or Committeemen as specified by the Chairman.

(4) The President of the Local Union may attend

For the Company:

(1) The LR/HR Manager

(2) A representative of the Labor Relations Department, Deere & Company

(3) A representative(s) of the Plant Manager

(4) A Labor Relations Representative(s) from the factory Labor Relations Department

B. Grievances involving matters set forth in Article X, Section 3, and grievances alleging specific unsafe or unsanitary physical conditions in the plant will be discussed in a Special Step 3 meeting. The Special Step 3 meeting will be held at a time mutually agreed upon by the International UAW, Agricultural Implement Department of the Union and the Labor Relations Department of Deere & Company, or within fifteen (15) working days after receipt of a written request from the International UAW, Agricultural Implement Department to the Labor Relations Department of Deere & Company.

The normal complement of the Special Step 3 meeting will be as follows:

For the Union:

(1) The Chairman

(2) A representative(s) of the International Union, Agricultural Implement Department

(3) A Committeeman or Committeemen

(4) The President of the Local may attend

(5) The Local Union Safety Representative or the Local Union Time Study Representative(s)

For the Company:

(1) The LR/HR Manager

(2) A representative of the Deere & Company Labor Relations Department

(3) A factory Labor Relations Representative(s)

(4) A representative of the Deere & Company Industrial Engineering Department or the Deere & Company Safety Department

(5) A representative(s) of the Plant Manager

C. Discharge grievances will enter the Grievance Procedure at Step 3.

D. Within ten (10) working days after either the Regular Step 3 Meeting or the Special Step 3 Meeting, the Company will give its answer in writing to the grievances discussed at the Step 3 Meeting.

E. Should the Union be dissatisfied with the Company's answer to a Regular Step 3 grievance, the Chairman may appeal such grievance to the Joint Appeal Board as hereinafter provided. Should the Union be dissatisfied with the Company's answer to a Special Step 3 grievance, then the Chairman may further process such grievance in accordance with Article X, Section 3.

Section 5. Joint Appeal Board

A. The purpose of establishing this Joint Appeal Board, hereinafter called the Board, is to provide:

(1) An orderly method of scheduling all arbitration hearings, and

(2) A procedure for reviewing and resolving issues of contract interpretation and, where necessary, referring such issues to arbitration.

B. It is not the intent, in establishing this Board, to give to the Board any jurisdiction:

(1) To alter, change, add to, detract from or amend in any way any of the provisions of the Collective Bargaining Agreement, including this Section, and, therefore, the Board shall have no such authority or responsibility.

(2) To consider or in any way deal with any question other than issues of contract interpretation, and, therefore, the Board shall have no authority or responsibility to rule on questions of individual claims or remedies or reliefs sought, and, therefore, shall have no authority or responsibility to rule as to whether or not any specific action should or should not have been taken.

C. Grievances which remain unsettled at the factory may be appealed by the Chairman to the Board within sixty (60) days from the Company's Regular Step 3 answer. If such an appeal is not made within sixty (60) days the grievance will be considered settled on the basis of the Company's answer.

D. Appeals will be placed on the Board's Agenda in the following order:

(1) Date of receipt of appeal, except

(2) If more than one (1) appeal is received from the same bargaining unit on the same day, by the number of the grievances, and except

(3) If appeals are received from more than one (1) bargaining unit on the same day, then in the same order as the bargaining units are set out in the first paragraph of the Collective Bargaining Agreement.

(4) Provided, however, that discharge, three (3) day quit (Article XIV, Section 13-A-(1)), and layoff and recall grievances shall have first preference.

E. Appeals shall be directed to the Secretary of the Board, with copies to each of the other Board members.

F. The Board shall be composed of three (3) Union members and three (3) Company members. Two (2) of the Union members shall be from the International Union and one (1) shall be from one of the Local Unions; and two (2) of the Company members shall be from the General Offices of Deere & Company and one (1) shall be from one of the factory managements.

G. The Vice President of Labor Relations of Deere & Company will designate one (1) of the Company members from the Company's General Offices to act as Secretary of the Board. The manner of selection and the selection of the Chairman will be determined by the Board.

H. Although copies of all appeals, decisions and other official papers of the Board will be made available to all members of the Board, the Secretary will maintain a Board file which will be accessible to all Board members.

I. If the regular Board members are unable to agree on the statement of an issue to be referred to arbitration or on any other matter within the Board's jurisdiction they shall attempt to agree on selection of a Special Chairman who will also decide any such dispute by casting the deciding vote; and if unable to agree on such a Special Chairman, the Board, through the Secretary, will request the Permanent Arbitrator to appoint such a Special Chairman. The cost of the services of the Special Chairman will be shared equally by the Union and the Company.

J. If an appeal to the Board contains both an issue or issues of contract interpretation and any other issue or issues such as issues of fact or specific relief, such other issue or issues will be referred back to Step 3 in the factory involved to be held in abeyance (if not disposed of there) until the issue or issues of contract interpretation have been disposed of.

K. It is the intent of the parties to stabilize their contractual relationship; therefore, any decision of the Board within its jurisdiction and any arbitration award on an issue properly referred to the Arbitrator by the Board will be binding on the parties to this Agreement; and the Board in considering issues before it will be bound by its own prior decisions or by such awards unless such prior decisions or such awards are modified by unanimous vote of the members and without the participation of a Special Chairman.

L. Any member from the International Union or the General Offices of the Company may put on the agenda of the Board an issue for special consideration, involving a question of contract interpretation, by filing such a request with the Secretary with copies to other Board members. Such an issue will be put at the head of the agenda.

M. Issues to be appealed or filed with the Board must set out the specific contract provision or provisions alleged to be involved as well as the interpretation alleged to be the correct interpretation and must be on the form or forms as agreed upon by the Company and the Union.

N. Copies of Board decisions will be forwarded to each Chairman and each LR/HR Manager.

Section 6. Arbitration

A. Grievances involving interpretation and application of the provisions of this Agreement, except for grievances involving alleged specific unsafe or unsanitary physical conditions in the plant and disputes referred to Special Step 3 as provided for in the National Joint Committee on Competitiveness letter, which had been processed through the Grievance Procedure, and only such grievances may be submitted to arbitration.

B. At least thirty (30) calendar days before the scheduled hearing date, the Secretary of the Board will notify the Arbitrator of the grievances to be arbitrated on the

scheduled date(s). Grievances scheduled for a hearing date, but settled by either party prior to such date, will be regarded as being withdrawn with prejudice.

C. Either party shall be entitled to present its claims to the Arbitrator in such manner as the party may desire, provided that the Arbitrator may determine the relevancy of the evidence presented. The decision of the Arbitrator shall be final and binding, shall be reduced to writing, and each party shall be furnished with a signed copy thereof.

D. The Arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.

E. Each party shall bear its own costs, and the expense of the arbitration proceedings shall be shared equally by the Company and the Union.

Section 7. Selection - Arbitrator

Immediately following the effective date of this Agreement each party shall proceed to the selection of an Arbitrator in the manner set out in Section 9 below.

Section 8. Term of Service

The Arbitrator so selected shall serve during the life of this Agreement, subject, however, to his removal by either party as herein provided. In the event of the Arbitrator's removal the provisions of Section 9 shall be effective upon the removal of any Arbitrator subsequently selected.

Section 9. Removal of and Replacement

A. In the event either party desires to remove the Arbitrator, that party shall notify the other party and the Arbitrator, in writing, of its decision and the reason or reasons therefore.

B. Each party shall, within ten (10) days (of the effective date of this Agreement, or subsequently, in the event of the removal of the Arbitrator) submit to the other party a list of five (5) names of Arbitrators whom it would be willing to accept as a new Permanent Arbitrator.

C. If no agreement is reached within five (5) days after the expiration of the aforestated ten (10) day time limit, then the parties shall make joint application to the Federal Mediation and Conciliation Service for a list of five (5) names of Arbitrators not included on the prior exchange of lists. Said joint application shall specify that the list of five (5) names is to be forwarded to the parties promptly by registered mail, return receipt requested. In the event the parties are unable to agree upon one of the five (5) named Arbitrators within ten (10) days of receipt, then on the tenth (10th) day from receipt, each party may strike two (2) names from the list and shall then return it to the Federal Mediation and Conciliation Service by putting it in the U. S. Mails no later than the eleventh (11th) day from receipt and that upon receiving the list from each party, the Federal Mediation and Conciliation Service shall immediately appoint the Arbitrator from the remaining name or names, who shall serve until removed by either party or until a Permanent Arbitrator is selected.

D. The Arbitrator so selected shall serve during the life of this contract, subject, however, to his removal by death, resignation or his removal by either party as herein provided.

Section 10. Compensation

A. The Arbitrator so appointed shall be compensated on a case-by-case basis. The compensation shall include a daily fee for time spent in hearing the case and preparing the award. Additional compensation for travel, stenographic assistance, etc., shall also be allowed. Should the parties desire some other or more continuing basis of compensation, then by mutual agreement between the

Union, the Company and the Arbitrator an agreement may be prepared covering such items as tenure, retention fee, hearing costs, incidental expenses and other related matters.

B. If the Arbitrator is no longer available because of any of the reasons set out above, then each party shall within ten (10) days submit to the other a list of five (5) names as provided in Section 9-B above and thereafter proceed as provided in Section 9-C above.

Section 11. Grievance Record

All grievances and answers thereto which are required to be reduced to writing under the provisions of the foregoing Sections of this Article, shall be recorded on a mutually acceptable grievance form.

Section 12. Time Limits

Any grievance not processed within any of the time limits set out herein will be deemed settled on the basis of the Company's answer.

Section 13. Grievance Settlements

All agreements concluded between the Union and the Company in Steps 2 and 3 of the Grievance Procedure shall be final and binding upon the employees concerned.

Section 14. Grievance Settlements--Mutual Agreement

The Chairman and the LR/HR Manager may, at any time, discuss and by mutual agreement settle any grievance pending at any step of the Grievance Procedure.

ARTICLE XIII
UNION SECURITY

Section 1. Union Membership

A. Any employee who is a member of the Union in good standing on the effective date of this Agreement shall, as a condition of employment, maintain his membership in the Union to the extent of paying periodic membership dues and initiation fees uniformly levied against all Union members. Such employee may have his membership dues and initiation fees deducted from his earnings or from any benefit due the employee from the Supplemental Unemployment Benefit Plan by reason of being on a scheduled layoff by signing the form for "Authorization for Checkoff of Dues," or if no such authorization is in effect, he must pay his membership dues and initiation fees directly to the Union.

B. Any employee who is not a member of the Union in good standing on the effective date of this Agreement, shall, on the 31st day after such date or on the 31st day following employment, or on the 31st day following transfer into the bargaining unit, whichever is later, as a condition of employment, become a member and maintain his membership in the Union to the extent of paying periodic membership dues and initiation fees uniformly levied against all Union members. Such employee may have his membership dues and initiation fees deducted from his earnings or from any benefit due the employee from the Supplemental Unemployment Benefit Plan by reason of being on a scheduled layoff by signing the form for "Authorization for Checkoff of Dues," or if no such authorization is in effect, he must pay his membership dues and initiation fees directly to the Union.

Section 2. No Deductions

The Union will furnish the Company within fifteen (15) days from the effective date of this Agreement the names of all members paying dues direct to the Union.

Section 3. Disputes

Any dispute arising as to the employee's membership in the Union shall be processed through the Grievance Procedure and Arbitration, entering the Grievance Procedure at Step 2.

Section 4. Initiation Fees

Initiation fees for membership in the Union shall be an amount not to exceed the maximum prescribed by the Constitution of the International Union, and which is uniformly required of each applicant for membership in the Local Union.

Section 5. Checkoff of Union Membership Dues

A. During the life of this Agreement the Company agrees to deduct Union membership dues levied by the International Union or Local Union in accordance with the Constitution and Bylaws of the Union, from the pay of each employee or from any benefit due the employee from the Supplemental Unemployment Benefit Plan by reason of being on a scheduled layoff who executes or has executed the following "Authorization for Checkoff of Dues" form:

ARTICLE XIII, Section 5.

AUTHORIZATION FOR CHECK-OFF OF DUES

To Deere & Company Date_____

I hereby assign to Local Union No._____, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union No. _____ may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as Union dues in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union whichever occurs sooner.

ARTICLE XIII, Section 5.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

Signature of Employee here	Address of Employee
Type or Print Name of Employee here	(City) (State) (Zip)

(Date of Signature)	(Employee Clock #)	(Social Security #)	(Date of Delivery To Employer)

B. Deductions shall be made only in accordance with the provisions of said "Authorization for Checkoff of Dues," together with the provisions of this Article of the Agreement.

C. A properly executed copy of such "Authorization for Checkoff of Dues" form for each employee for whom Union membership dues are to be deducted hereunder, shall be delivered to the Company before any payroll deductions are made. Deductions shall be made thereafter, only under "Authorization for Checkoff of Dues" forms which have been properly executed and are in effect. Any "Authorization for Checkoff of Dues" which is incomplete or in error will be returned to the Union by the Company.

D. Checkoff deductions under all properly executed "Authorization for Checkoff of Dues" forms which have been delivered to the Company on or before the effective date of this Agreement, shall begin with the month following.

E. Thereafter on or before the fifteenth (15th) day of each month, the Union shall deliver to the Company any executed "Authorization for Checkoff of Dues" forms under which Union membership dues are to be deducted beginning with the following calendar month. In the event that membership dues other than those for the calendar month in which the deduction is made and initiation fees have become due and owing by an employee subsequent to the effective date of said employee's "Authorization for Checkoff of Dues" form, but prior to the first deduction by the Company thereunder, such membership dues and initiation fees will be deducted by the Company at the time it makes the first deduction for membership dues. The Union will notify the Company, in writing, when it makes delivery of "Authorization for Checkoff of Dues" forms prior to the 15th of each month, of the amounts owing by employees who executed these forms.

F. In the case of employees rehired, or returning to work after layoff or leave of absence, or being transferred back into the bargaining unit, who have previously properly executed "Authorization for Checkoff of Dues" forms, deductions will be made for membership dues as provided herein.

G. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.

H. Dues deduction shall be remitted to the designated financial officer of the Local Union once each month within fifteen (15) days after the first regular payday in the month. Any deductions made from subsequent payrolls in that

month shall be included with the remittance for the following month. The Company shall furnish the designated financial officer of the Union, monthly, with a list of those for whom deductions have been made and the amounts of such deductions.

I. Any temporary employee whose employment is terminated, or any employee who is transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, quit, discharge, layoff or sick leave of absence shall cease to be subject to checkoff deductions beginning in the month immediately following the month in which such termination or transfer occurred or seniority was thus broken. The Company will notify the Union following the end of each month of the names of such employees and will designate the reason each such employee ceased to be subject to the checkoff.

J. Any dispute which may arise as to whether or not an employee properly executed or properly revoked an "Authorization for Checkoff of Dues" form, shall be reviewed with the employee by a representative of the Union and a representative of the Company. Should this review not dispose of the matter, the dispute may be referred to the arbitrator, whose decision shall be final and binding on the employee, the Union, and the Company. Until the matter is disposed of no further deductions shall be made.

K. The Company shall not be liable to the International Union or the Local by reason of the requirements of this Article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employees' wages earned or from any benefit due the employee from the Supplemental Unemployment Benefit Plan by reason of being on a scheduled layoff.

Section 6. State Laws

A. Certain provisions of Article XIII are in conflict with the laws of Iowa and Kansas. These provisions will not be placed into effect until it is legally possible to do so under State and Federal laws. This possibility shall include a determination by responsible State authority that an agency shop is legal under Iowa law and Kansas law. However, the Company will continue as it is now doing to deduct Union dues and initiation fees for employees having authorized such deductions on the form provided for in this Article XIII, but in compliance with Iowa Law (SF109) and Kansas Law (K.S.A. 44).

B. Such payroll deductions of Union dues and initiation fees from the wages of employees within the bargaining unit shall commence with the first pay period of the first month following the calendar month in which the Company received the written notification and authorization of each employee to make such deductions.

C. All sums deducted, as provided above, shall be remitted to the Local Union Financial Secretary.

ARTICLE XIV
SENIORITY

Section 1. General Provisions

A. The term "seniority" shall mean the relative ranking of employees in the bargaining unit in terms of the employee's employment in the bargaining unit and shall be as already established by the existing "plant-wide seniority list."

B. The terms "qualified" and "qualifications" shall mean that the employee possesses the necessary experience, skill and physical ability to satisfactorily perform with normal supervision, the work for which he is being considered.

C. The seniority classifications referred to in this Article are those seniority classifications as set out in Exhibit "C."

D. The phrase "his seniority classification," as used herein, refers to the seniority classification in which the employee has seniority, and if the employee has seniority rights in two seniority classifications it means the seniority classification to which he has recall rights.

E. The phrase "secondary seniority classification," as used herein, involves the situation where an employee has seniority rights in two seniority classifications and refers to the second such seniority classification.

F. The term "layoff" means the removal of an employee from the bargaining unit work force by the provisions of Section 5 of this Article.

G. The terms "reduce" or "reduction" mean the removal of an employee from a seniority classification and his reassignment in accordance with the provisions of this Article.

H. The term "recall" means the return of an employee on layoff out of the bargaining unit to employment in the bargaining unit.

I. The terms "restoration," "restore," or "restored" refer to the return of an employee working in the bargaining unit in another seniority classification to his seniority classification.

J. The term "vacant work assignment" means a work assignment which the Company is not required to fill by job bidding, restoration, or recall or a work assignment which is created by the layoff or reduction of an employee with less than one (1) year of seniority at the time of his layoff or reduction.

K. A scheduled layoff shall include any layoff of employees from the bargaining unit other than those set out in Paragraphs (3), (4) and (5) of Section 4-A of this Article.

Section 2. Probationary Period

A. The first seven (7) months' active employment is a probationary period during which there shall be no responsibility on the part of the Company for the continued employment of the new employee. No active employment will be used in the accrual of the seven (7) months if it occurred prior to a termination of employment including quit, discharge, etc. or any absence from work greater than the active employment prior to such absence. On completion of the probationary period, seniority will date back to the first day of the seven (7) months of active employment.

B. The phrase "active employment" is interpreted as to include all employment time other than absences from the plant for three (3) consecutive working days or more, layoffs of more than five (5) consecutive working days and any strike time of one (1) day or more.

C. An employee having completed a probationary period in another plant of Deere & Company and subsequently transferred to a bargaining unit covered by this Agreement shall be considered a new employee for seniority purposes, except as hereinafter provided, but shall not be required to serve a probationary period.

D. The Company will provide the Union with a list of employees hired within ten (10) working days of the date of hire, and including clock number, department, and classification.

Section 3. Establishment of Seniority

A. Each bargaining unit seniority list shall contain the names of all employees in the bargaining unit as already established on the existing plant-wide list.

B. The names of new employees will be added to such seniority list when they complete their probationary periods.

C. Each seniority classification list shall contain the names of employees as already established. In the case of a new employee, his seniority classification will be determined by his work assignment on which he is working when he finishes his probationary period, and should his work assignment consist of performing work under more than one (1) seniority classification, he will be assigned the seniority classification under which he performs the greatest amount of his work.

D. An employee may have seniority in only two seniority classifications at the same time.

E. An employee will change his seniority classification by (1) job bidding, (2) voluntary transfer to fill a vacancy created by job bidding, (3) a transfer as an incapacitated employee as herein provided in Section 18, or (4) as provided in Section 13-B-(3) of this Article.

F. An employee being reduced from his seniority classification or recalled to the bargaining unit who is assigned to a vacant work assignment will automatically acquire seniority rights in such secondary seniority classification.

Section 4. Special Seniority Provisions

A. An employee cannot exercise the seniority rights set forth in Sections 5, 6, 7, 8, 15 and 17of this Article in the following circumstances:

(1) Against apprentices and trainees as provided for in Article XIX, or employees in training for supervisory, sales or service positions. (The Company shall furnish to the Union the names of these employees.)

(2) Against employees assigned to temporary assignments (as defined in the Wage Article). Should there be an employee reduced from the seniority classification to which the employee is temporarily assigned to fill requirements for additional manpower (not to replace an absent employee, etc.) then in such case the temporary assignment referred to in this paragraph will be limited to five (5) consecutive working days.

(3) During the annual inventory and vacation shutdown period the total period of time involved shall not exceed a total of two (2) weeks.

(4) During temporary unscheduled layoffs which do not extend beyond one (1) week.

(5) During a reduction or layoff which results from a work stoppage in violation of Article X, Strikes and Lockouts; or during a reduction or layoff of ten (10) working days or less because of an unforeseen event such as a power failure, curtailment of operations due to any directive from a governmental environment control agency, a machine or mechanical breakdown, a disruption of shipping facilities, unavailability of material at the factory beyond the control of the Company, or any other unforeseen event such as a flood, fire, or explosion, or the threat of a flood, fire or explosion.

B. An employee who has received fewer than eight (8) available and/or compensated hours in any regular workday because of a temporary unscheduled layoff, as set out in this Section 4-A-(4), will be paid the difference, if any, between his available and/or compensated hours for that day and eight (8) hours for such regular workday, provided, however, that this provision does not apply to temporary layoffs as set out in this Section 4-A-(3) and (5). Such payment will be at the rate of the last operation performed prior to the temporary layoff.

C. An employee with seniority who is subject to layoff but is retained in the bargaining unit due to qualifications will be considered as having been laid off at the time the employee was retained out of line of seniority in the application of the provisions of Sections 5, 7, and 8 of Article XIV.

D. When the major portion of an employee's daily task is permanently transferred to another department within the bargaining unit, the employee(s) who normally perform such task(s) shall be given first opportunity to transfer with the work to the new department.

Section 5. Layoffs and Reductions

A. All layoffs and reductions will be made in accordance with the employee's seniority, unless otherwise provided for herein, provided in all cases that the remaining employees are qualified to perform the work required.

B. In all layoffs from the bargaining unit, probationary employees will be removed first and then employees with seniority will be laid off in reverse seniority order.

C. An employee, retained out of line of seniority due to qualifications will be laid off in accordance with the employee's seniority when the need for which the employee was retained ceases to exist.

D. Temporary Inventory Adjustment Shutdowns

Temporary inventory adjustment shutdowns may be scheduled as provided for in Exhibit "K".

Section 6. Adjustments Within a Seniority Classification

A. A senior employee displaced from his work assignment in a seniority classification involving only one department will be placed in other employment in the following order:

(1) The employee will be assigned to any vacant work assignment in the seniority classification in the department.

(2) If there is no vacant work assignment in the seniority classification, then the employee will be assigned to replace any probationary employee in the seniority classification in the department.

(3) If there is no probationary employee in the seniority classification, then the employee will be assigned to replace the employee, if any, junior to him with the least seniority in the seniority classification in the department.

B. A senior employee displaced from his work assignment in a seniority classification involving more than one department will be placed in other employment in the following order:

(1) The procedure as outlined in A-(1), (2) and (3) above will be followed.

(2) Upon completion of the procedure set out in B-(1) above, the employee being removed will be assigned (1) to a vacant assignment in the seniority classification in any other department, (2) to replace any probationary employee in the seniority classification in any other department, or (3) to replace the employee, if any, junior to him with the least seniority in the seniority classification in any other department.

C. Upon the completion of A and B above an employee will be assigned to a vacant work assignment in the bargaining unit. If there are no vacant work assignments in the bargaining unit, then the employee will displace the employee with the least seniority in the bargaining unit.

D. When a need arises to reassign an employee because of job bidding, layoff or any reduction, the employee may be assigned to departments, work locations or machines within a seniority classification, provided that preference of the employee based on his relative seniority status is observed.

E. In all adjustments made under this Section, the remaining employees must be qualified to perform the work required.

Section 7. Notice of Layoffs

A. The Company will give notice of scheduled layoffs.

B. An employee will be notified of a scheduled layoff from active employment on or prior to the last scheduled workday of the established workweek prior to the last established workweek he is scheduled to work. If it becomes necessary to begin a scheduled layoff prior to the end of the workweek following notice of a scheduled layoff, the Company will pay the laid off employee his average straight-time hourly earnings for the remaining hours he had been scheduled to work during that established workweek minus any State Unemployment Benefits, if any, for which he is eligible.

C. A list showing the names of employees who are to be laid off out of the plant, or who are to be recalled to the plant, will be submitted to the Chairman at the time the employee(s) is given notice. If any deviation is made from seniority, an explanation of the same shall be made by the Company.

D. *Layoff Notice Procedure*

(1) Notices will be posted by the second Friday before the Monday of layoff listing the names of the employees with seniority subject to be laid off. (The posting locations will be agreed upon by the Union and the LR/HR Manager at the individual factory.) Actual notice will be given to the named employees notifying them of layoff.

(2) An employee notified of a scheduled layoff which is later cancelled will have the same rights under this agreement as if he had not been scheduled for layoff.

Section 8. Recalls and Restorations

A. All recalls and restorations will be made in accordance with the employee's seniority, unless otherwise provided for herein, provided in all cases the employee must be qualified to perform the work required.

B. Recall or Restoration

An employee with seniority will be recalled or restored in order of his seniority. When such employee is restored to his seniority classification the Company will return him to his former department and assignment where the opportunity to do so exists, provided that the employee has more seniority than any employee who might be replaced by the operation of this provision.

Section 9. Labor Market Area Seniority (LMAS)

A. For the purpose of this Section, excluding the Waterloo area bargaining units, "Labor Market Area" shall be confined to a fifty (50) mile radius of the bargaining unit.

B. An employee with seniority will be placed on the Labor Market Area Seniority List one (1) calendar week after layoff from any UAW bargaining unit covered by this Agreement within the Labor Market Area. An employee with seniority on layoff from a UAW bargaining unit, covered by this Agreement, outside the Labor Market Area will be placed on the LMAS list one (1) calendar week after the Company is notified in writing of such request. Such written notice will be filed with the LR/HR Department at the unit from which the employee is laid off. No employee will be placed on the list who is laid off under the provisions of Article XIV, Section 4-A-(3), (4), and (5). Employees will be placed on the LMAS list in the order of their seniority in their original bargaining unit. In those instances where two (2) or more employees have the same seniority date, the employees will be listed in alphabetical order. An employee with one (1) or more years of seniority at the time of layoff will be offered employment before an employee who had less than one (1) year of seniority at the time of layoff.

C. If one of the UAW bargaining units in the Labor Market Area needs additional employees and has no employees on layoff, then it will offer employment to qualified employees on the LMAS list before new employees are hired on the following basis:

(1) Employees with one (1) or more years of seniority at the time of layoff.

a. Employment will first be offered to the senior employee on the LMAS list whose seniority classification covers the vacant work assignment to be filled.

b. If the vacant work assignment is not filled in a. above, employment will next be offered to employees on the LMAS list in order of their seniority, the most senior employee first.

(2) Employees with less than one (1) year of seniority at the time of layoff.

a. If the vacant work assignment is not filled in (1) above, employment will be offered to the senior employee whose seniority classification covers the vacant work assignment.

b. If the vacant work assignment is not filled in (1) or (2)-a above, employment will next be offered to employees on the LMAS list in order of their seniority, the most senior employee first.

D. An employee who accepts employment under this Section will have his seniority date established at the employing factory as of his first day of work in that bargaining unit.

E. An employee on the LMAS list will be notified of an offer of employment by registered or certified mail, or by being personally contacted by telephone. An employee who has been offered employment under this Section must accept or refuse such offer of employment within 48 hours from the time the letter is delivered. An employee who accepts an offer of employment will have five (5) working days from the date of notice to report for work.

F. An employee will be removed from the LMAS list when:

(1) He accepts employment under this Section.

(2) He is recalled under the terms of this Agreement.

(3) He declines an offer of employment under this Section.

(4) He fails to report for work within the time limits provided in E above, unless he has a satisfactory reason for not reporting.

(5) He no longer has any recall rights to any bargaining unit covered by this Agreement in the Labor Market Area.

G. An employee on the LMAS list will be excused from accepting an offer of employment under the terms of this Section if illness prevented his acceptance of such offer. In such case, the employee's name will remain on the LMAS list. Upon recovery from the employee's period of illness, he may elect to displace the last employee hired from the LMAS list. If the employee fails to so elect within ten (10) working days after the employee obtains a medical release to return to work his name will be removed from the LMAS list.

H. No employee will be placed on the LMAS list who quits from any UAW bargaining unit covered by this Agreement.

I. Employees laid off and desiring to retain their seniority rights must keep the Company informed of their current addresses.

J. An employee from within the Labor Market Area who fails to report for work, declines an offer of employment, or declines recall to his original bargaining unit will be ineligible for SUB.

K. An employee who accepts an offer of employment under this Section may decline recall to his original bargaining unit, provided however, the provisions of Paragraph L of this Section will not apply when such employee refuses recall. Notification of election to remain at the employing factory must be made to the employing factory's LR/HR Department no later than the workday following the day in which he receives notice of recall.

L. An employee with one (1) or more years of seniority at the time of layoff from his original bargaining unit who accepts employment under this Section will not be laid off from the employing factory until the layoff of all other employees with less than one (1) year of seniority.

M. An employee who has acquired seniority rights in another bargaining unit through the application of this Section will lose such seniority rights upon being recalled to his original bargaining unit except as provided in Paragraph K above.

N. In the application of the provisions of this Section, the employee must be qualified to perform the work required.

O. Grievances involving an alleged violation of this Section will be filed at the bargaining unit from which the employee was originally laid off. To be considered, the grievance must be filed within thirty (30) calendar days from the date of the offer of employment which caused the alleged violation. Any liability involved will commence on the date the grievance was filed.

P. The Union will be furnished the LMAS list on a weekly basis.

Section 10. Outside Labor Market Area Seniority

A. Waterloo Foundry employees who complete a Special Job Bid will be given priority of hire into the rest of Waterloo Operations prior to the employees who make application under the remaining provisions of this Section 10.

B. Except as provided above in Section 10-A, application by an employee laid off from one bargaining unit covered by this Agreement will, based on similar qualifications, be given preference over other applicants in making a new hire to fill a vacancy in another bargaining unit covered by this Agreement outside of the labor market area of the unit from which such employee is on layoff.

(1) If more than one such laid off employee applies for the same work based on similar qualifications the senior employee will be offered the assignment.

(2) An employee who accepts employment under this Section will have his seniority date established at the employing factory as of his first day of work in that bargaining unit.

C. An employee who accepts an offer of employment under this Section may decline recall to his original bargaining unit, provided however, the provisions of Paragraph D of this Section will not apply when such employee refuses recall. Notification of election to remain at the employing factory must be made to the employing factory's LR/HR Department no later than the workday following the day in which he receives notice of recall.

D. An employee with one (1) or more years of seniority at the time of layoff from his original bargaining unit who accepted employment under this Section will not be laid off from the employing factory until the layoff of all other employees with less than one (1) year of seniority.

E. An employee who has acquired seniority rights in another bargaining unit through the application of this Section will lose such seniority rights upon being recalled to his original bargaining unit except as provided in Paragraph C above.

F. In the application of the provisions of this Section, the employee must be qualified to perform the work required.

G. Any grievance alleging a violation of this Section will be filed at the factory from which the employee was laid off and will be processed at the factory where the employee has filed his application for employment. The Manager of the LR/HR Department of the factory where the employee filed an application for employment will answer such grievance within fifteen (15) working days from the date the grievance was filed. If the employee is dissatisfied with the Company's answer, then the Chairman of the bargaining unit where the employee filed application for employment may appeal the grievance to the Joint Appeal Board within sixty (60) days from the Company's answer to the grievance. If such appeal is not made within sixty (60) days, the grievance will be considered settled on the basis of the Company's answer. Any liability involved will commence on the date the grievance is filed.

Section 11. Layoff and Recall Grievances

It is understood that there shall be no redress to the Grievance Procedure by any employee, or the Union, in connection with layoff, or recall, unless a grievance is presented to the Company within ten (10) working days from receipt by the Union of the list of employees laid off or recalled. If such a grievance is presented, it shall enter Step 2 of the Grievance Procedure.

Section 12. Special Recall and Restoration Rights

A. Should an employee be or have been laid off as a result of a factory closing or the discontinuance of a major function of a factory and who is or was offered and accepts or accepted employment at another factory and is or was then laid off from that factory, he will have recall rights under Article XIV, Section 13, Paragraph A-(5), to the employing factory based upon the seniority he had at the time of his layoff from the closed factory or from the factory where the major function was discontinued.

B. Should an employee be or have been laid off as a result of a factory closing or the discontinuance of a major function of a factory and who accepts employment at another factory and is then reduced from his seniority classification in that factory, he will have restoration rights under Article XIV, Section 13, Paragraph B-(3), to his seniority classification in the employing factory based on the seniority he had at the time of his layoff from the closed factory or from the factory where the major function was discontinued.

Section 13. Loss of Seniority

A. Any employee who has acquired seniority in a bargaining unit covered by this Agreement shall lose his seniority and employment will be broken for the following reasons only:

ARTICLE XIV, Section 13.

(1) If he quits - either by (1) notifying the Company, or (2) remaining away from work for three (3) consecutive working days without a satisfactory reason. In the event the Company terminates an employee because he remained away from work for three (3) consecutive working days without a satisfactory reason, he shall be notified by the Company by registered or certified mail of such termination. A copy of such notice of termination will be provided the Chairman. Employees terminated as three-day quits will be allowed to meet with the Chairman and the factory Manager of LR/HR or his designee upon request from the Chairman to offer an explanation for his absence from work. If, after this meeting, the Company determines that the employee should be terminated pursuant to the provisions above, then the Union shall be provided with a copy of the minutes of this meeting.

(2) If he is discharged.

(3) If, after a layoff out of the plant he fails to report for work within five (5) working days after being notified, in writing, by registered or certified mail to do so at his last known address, unless prevented by illness or other satisfactory reason. Employees laid off and desiring to retain their seniority rights must keep their addresses known to the Company.

(4) Any absence from active employment (except for the period of time of a formal leave of absence, a plant-incurred injury, military service, or Long-Term Disability Benefits, as set forth in Appendix "C," or Total and Permanent Disability Retirement) for a period of time equal to the employee's seniority prior to such absence. However, in no instance will an employee's seniority and employment be broken by an absence of less than two (2) years.

(5) Death or retirement or determination of permanent and total disability as specified in the John Deere Pension Plan for Wage Employees, except that an

employee who had been determined to be totally and permanently disabled but who recovers and is subsequently reemployed shall have his seniority reinstated as though he had been continued on a leave of absence during the period of his disability.

B. An employee will lose his seniority rights in his seniority classification by:

(1) Losing his seniority as set out in A above.

(2) Transfer to a seniority classification as a result of job bidding or a voluntary transfer to a seniority classification to fill a vacancy created by job bidding or a transfer to a seniority classification as an incapacitated employee as provided for in Section 18. In these circumstances his seniority will be transferred to such seniority classification which will thereafter be treated as his seniority classification. In the case of the incapacitated employee, however, should he be working in a secondary seniority classification when the incapacity occurs but the incapacity is one which does not incapacitate him for work in his seniority classification, he shall retain his recall rights to his seniority classification.

(3) Any absence from the seniority classification (except for the period of time of a formal leave of absence, a plant-incurred injury, military service, or Long-Term Disability Benefits, as set forth in Appendix "C," or Total and Permanent Disability Retirement) 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 rights in a seniority classification be broken by an absence from the seniority classification of less than two (2) years.

Should an employee lose his classification seniority under this paragraph, the secondary seniority classification will become his seniority classification. Should an employee lose his classification seniority under this paragraph while on layoff, the secondary seniority classification held at the time of layoff will become his seniority classification.

(4) An employee who has acquired seniority rights in a secondary seniority classification and who does not thereby lose his seniority rights in his seniority classification will lose such rights in the secondary seniority classification upon being reduced or laid off from the secondary seniority classification or upon return to his seniority classification.

C. An employee who accepts employment from the LMAS or Outside LMAS list shall carry his disciplinary record to and from the hiring unit(s). Discharge of an employee from any bargaining unit covered by this Agreement will terminate all employment and seniority rights of such employee in any and all bargaining units covered by this Agreement.

Section 14. Transfer In and Out of Bargaining Unit

A. An employee who was formerly in the group now covered by the bargaining unit, and who was transferred to a supervisory, salaried, or other position outside the bargaining unit, but not included in any other bargaining unit, or an employee who may in the future be transferred from the bargaining unit to a supervisory, salaried, or other position outside the bargaining unit, but not included in any other bargaining unit, and who later returns to the bargaining unit, shall be returned to the seniority classification last held prior to leaving the bargaining unit and shall have his seniority accumulated and reestablished without loss. In the event the seniority classification last held does not exist, then the employee shall be subject to the remaining provisions of this Article.

B. The Company will not use this provision to affect a reduction in the salaried work force. The provision will be used to return a salaried employee who was formerly in the bargaining unit to the bargaining unit for reasons other than a reduction in force. One such reason would be where the employee requests that he be returned to the bargaining unit. This paragraph will not be construed to guarantee any employee an automatic right to return to the bargaining unit.

Section 15. Choice of Shifts

A. Choice of shifts, not to exceed one (1) such choice in a period of ten (10) consecutive working days, on work which normally constitutes the daily task of the employees involved in the same department, or on work in the same department and seniority classification, shall be accorded employees in accordance with their plant-wide seniority, except on work where the skill and experience of certain individuals is necessary for the proper processing of the products, the operation of a department or the plant. It is also understood that the choice of shifts provided for in this Section shall not apply in the case of rotating shift operations.

B. The president of the local union, vice president of the local union, Committeemen, departmental stewards, Union time study representatives, and Union safety representative shall not be removed from the shift on which they are employed as Committeemen, departmental stewards, Union time study representatives, or Union safety representative by the application of seniority in the choice of shifts.

Section 16. Preferential Seniority

A. The following UAW Local representatives, during their term of office, shall, in connection with layoff, recall, reduction or restoration as set out in this Article, head the seniority list: president of the local union, vice president of the local union, Committeemen, Union time study representatives, and Union safety representatives.

B. All departmental stewards, during their term of office, shall, in connection with layoffs, recall, reduction or restoration, as set out in this Article, be considered senior, except as provided in Paragraph A of this Section, to other employees in the seniority classification in which he is employed and the department or area he serves as department steward.

C. In connection with all of the foregoing paragraphs of this Section, it is understood and agreed that no Union representative, as mentioned in this Section, shall exercise this special seniority status unless he has a minimum of three (3) months' active employment with the Company, and unless he is qualified to perform the work of the employee he replaces. It is further understood and agreed with respect to the Union representatives mentioned in this Section, that upon termination of their duties as Union representatives, they shall be returned to their proper places on the seniority list.

D. The president of the local union, vice president of the local union, Union time study representatives, Union safety representative and departmental stewards, shall not be sent home because of lack of work while employees whom they represent as Union officials are working in the plant.

Section 17. Job Bidding

A. When it becomes necessary to add employees to any seniority classification, 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.

B. 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.

C. The Company shall post the vacancy to be filled on bulletin boards in the plant. No vacancy shall be posted during the annual inventory and vacation shutdown period. The posting shall list the seniority classification and department in which the vacancy exists and the qualifications for the work assignment. It is agreed that the Company shall have the right to prescribe the qualifications necessary for each posted vacancy.

D. Any employee who is working in the seniority classification and in the department in which the vacancy exists may request from the supervisor of the department assignment to the vacancy. If more than one such employee requests assignment to the vacancy, the supervisor will transfer the employee with the greatest seniority to the vacancy, 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 Paragraph F below. In such an event, the vacancy created by the transfer will be the vacancy to be filled by job bidding.

E. Any employee with seniority, excluding those employees in the seniority classification within the department in which the vacancy exists, who can qualify or believes himself to be qualified, may apply for the vacancy by submitting a completed "Application for Vacancy" form to the LR/HR Department within the period specified.

F. When the vacancy has been posted for two (2) working days (48 hours), the Company shall remove the posting from the bulletin boards 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 be more than one (1), shall fill the vacancy as hereinafter set out:

(1) The senior qualified applicant. However, in jobs in Pay Level 7, the senior job bid applicant will be selected except where physical qualifications and/or specific skills are necessary to perform the required work such as the ability to operate a motor vehicle.

(2) If it is determined by the Company that there are no qualified applicants and the Company is unable to hire qualified employees within thirty (30) days from the date the vacancy is posted, then the Company shall give consideration to those applicants, or those employees considered not qualified under Paragraph D of this Section, whose records would seem to indicate they could learn satisfactorily to perform the required work before a new inexperienced employee shall be hired and trained for the work assignment.

(3) Assuming there are no experienced qualified applicants and there are no applicants whose record would seem to indicate that they could learn satisfactorily to perform the required work, then the Company may fill the vacancy by the transfer or hire of any employee or applicant.

G. The Company shall within two (2) weeks transfer the successful bidder to the vacancy.

H. Any employee who fills a vacancy by this bidding procedure and who fails to perform the job satisfactorily, shall be returned to his previous assignment, department and/or seniority classification, provided his seniority will permit such return.

I. Any vacancies caused by this procedure may be filled by the Company by recall or restoration before transfer or hire. The filling of the vacancy left by the job bidder will be filled subject to the possible failure of the job bidder on the posted vacancy, but the transfer of a replacement for the job bidder, if the job bidder fails to perform the job satisfactorily, will not be considered a temporary assignment and no special pay provisions will be involved.

Section 18. Incapacitated Employees

A. An employee who has become permanently incapacitated for work in his seniority classification, or an employee who has become permanently incapacitated for work in his secondary seniority classification, or an employee returning

from service in the Armed Forces who is no longer physically or emotionally suited for his former work shall be transferred by the Company to any other work he can perform in accordance with the following procedure:

B. The incapacitated employee will be placed in an open job if such a job exists, assuming he is qualified to perform such work.

C. If there are no open jobs, as noted above, and if there are no jobs held by probationary employees which the incapacitated employee is qualified to perform, then the seniority list will be checked from the employee with the least seniority rights 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 rights than that of the incapacitated employee. The employee displaced will be assigned in accordance with the appropriate provision(s) of this Article.

D. Should a dispute arise under the provisions of this Section the parties will jointly select a third doctor to examine the employee. The purpose of this examination shall be to determine if the employee's disability is temporary or permanent, what the employee's work related capabilities are, and the type of work the employee can be expected to perform with his physical limitations. The decision of the third doctor selected under this paragraph will be binding on the parties.

E. The parties by mutual agreement may appoint a physician or an approved clinic or the staff of an approved hospital which will resolve medical disputes concerning the existence or nonexistence of either a total or partial disability which may arise in the application of this Section. If the parties are unable to agree on such appointment, the appointment will be made by the County Medical Association. The resulting decision will be binding upon the parties. The Union and Company will share equally any costs resulting from such appointments.

Section 19. Maintenance of the Seniority List

A. Once each month the Company will furnish the Chairman with a record showing the names of all probationary employees who have acquired seniority during the preceding month.

B. The seniority list shall be brought up to date once each month and will be posted in the plant and given to the Chairman.

C. The Company shall, within sixty (60) days from the effective date of this Agreement, furnish to the Union a list showing the seniority classification of each employee in the bargaining unit.

Section 20. Determination of Qualifications

A. When an employee is subject to be laid off, reduced, recalled or restored in accordance with the provisions of this Article, and a question arises as to his qualifications for such job, or if,

B. Under the job bidding procedure of this Article a senior applicant is disqualified on the basis of his work record with the Company, and, if such applicant alleges he has the necessary qualifications based on his work experience outside the plant, and if there is a reasonable assumption that he may be qualified, then,

C. Under the circumstances as set out in A and B above, such employee shall be given an opportunity to observe the job in question and to demonstrate with normal supervisory instruction his qualifications to perform the job. The length of time to be used for such determination shall be as determined by the Supervisor.

ARTICLE XV
INCOME SECURITY BENEFITS

Section 1. Eligibility and Duration

A. Eligibility for Income Security Benefits will arise:

(1) 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.

(2) When a laid-off employee, with one (1) year or more of seniority at the time of his layoff, is recalled by the Company to a lower-rated work assignment(s) in the bargaining unit before the exhaustion of his period of eligibility for Income Security Benefits.

(3) An employee with one (1) or more years' seniority on layoff from one bargaining unit covered by this Agreement who is offered and accepts employment in another bargaining unit, covered by this Agreement outside of the same labor market area, or in the same labor market area, and in the manner and order as herein provided, will, if the work assignment is lower rated than the work assignment from which he was laid off or reduced, be eligible for Income Security Benefits for the remaining portion, if any, of his period of duration of eligibility for Income Security Benefits based on the date of his layoff or reduction from his original seniority classification in his original bargaining unit.

B. Duration of Benefits

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

Section 2. Limitations

A. The eligibility for Income Security Benefits of an employee laid off from one Company unit and who is offered and who accepts a vacant lower-rated work assignment in another bargaining unit covered by this Agreement will, in no case, extend beyond the end of the period for which he would have been eligible to receive Income Security Benefits at the time of his layoff or reduction from his seniority classification in his original bargaining unit.

B. An employee who was determined eligible for Income Security Benefits in Section 1-A-(3) of this Article will waive his eligibility if he refuses a recall to his original unit under the provision of Section 9 or 10 of Article XIV of this Agreement.

C. No employee will be eligible for Income Security Benefits unless he has acquired one (1) year of seniority at the time of the assignment giving rise to Income Security Benefits.

Section 3. 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 work assignments during the last four (4) pay periods he worked prior to his layoff 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. The Income Security Benefit shall be paid on a pay period basis.

C. Income Security Benefit payments will be considered as a part of wages for the purpose of determining wage related benefits.

ARTICLE XVI
VACATION PLAN

Section 1. Vacation Year

The vacation year is determined by each employee's individual anniversary date of continuous employment as follows:

Section 2. Four Weeks

Employees having twenty-five (25) years or more of continuous employment as of their anniversary date, shall receive a vacation of four (4) weeks, with vacation pay computed on the basis of eight percent (8%) of their earnings as hereinafter defined.

Section 3. Three and One-Half Weeks

Employees having twenty (20) years or more but less than twenty-five (25) years of continuous employment as of their anniversary date, shall receive a vacation of three and one-half (3-1/2) weeks with vacation pay computed on the basis of seven percent (7%) of their earnings as hereinafter defined.

Section 4. Three Weeks

Employees having ten (10) years or more but less than twenty (20) years of continuous employment as of their anniversary date, shall receive a vacation of three (3) weeks, with vacation pay computed on the basis of six percent (6%) of their earnings as hereinafter defined.

Section 5. Two Weeks

Employees having five (5) years or more but less than ten (10) years of continuous employment as of their anniversary date, shall receive a vacation of two (2) weeks, with vacation pay computed on the basis of four percent (4%) of their earnings as hereinafter defined.

Section 6. One Week

Employees with more than one (1) year but less than five (5) years of continuous employment as of their anniversary date, shall receive a vacation of one (1) week, with vacation pay computed on the basis of two percent (2%) of their earnings as hereinafter defined.

Section 7. Computation

A. In computing vacation pay as set out in Sections 2, 3, 4, 5, 6, and 7 of this Article, the employee's earnings shall be the sum of the employee's straight-time earnings for hours worked during the vacation earnings computation period, i.e., the fifty-two (52) payroll weeks starting two (2) payroll weeks prior to the week containing the employee's anniversary date plus:

(1) Any premium or overtime pay for hours worked during that period.

(2) Any vacation pay received if the employee has worked during that period.

(3) Any pay for unworked holidays during that period.

(4) Any pay for bereavement and/or pay for personal vacation days.

(5) Any pay for Christmas Shutdown during that period paid in accordance with Section 9 of this Article.

(6) Any make-up pay received for jury service under Article VII, Section 1, of this Agreement.

(7) Any pay for Base Adjustment Allowances during that period paid in accordance with Article XVIII, Section 6, of this Agreement.

(8) Any Supplemental Unemployment Benefits and any State System Unemployment Compensation received during the period of eligibility for SUB.

B. If, during the vacation earnings computation period, an employee has worked and received pay from the Company 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 State Workers' Compensation Weekly Temporary Total Disability Benefits arising out of or in the course of employment with the Company.

(2) Any Supplemental Weekly Indemnity Benefits - Occupational under Appendix "C."

(3) Any Weekly Indemnity for Total Disability Insurance - Nonoccupational under Appendix "C."

(4) Any payments under Article XIV, Section 4-B.

(5) Any payments received for Long-Term Disability Benefits under Appendix "C."

Section 8. 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) and 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 one (1) year or more of continuous employment as of 1 December will be compensated for the three (3) regular workdays 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, Repair Parts Shipping, and also employees in the A-7, Holding Furnace Attendant, job classification. In those instances where only part of the employees in the above work areas, i.e., Powerhouse, Maintenance, Receiving, Repair Parts Shipping, and also employees in the A-7, Holding Furnace Attendant, job classification 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. This compensation for such three (3) days will be on the basis of one and one-quarter percent (1.25%) of the employees' earnings as set out in Section 8, minus required withholding and social security tax deductions, and will be paid on the regular payday immediately preceding the Christmas Shutdown. Employees required to work during the three (3) days described above who are eligible for the one and one-quarter percent (1.25%) compensation for the three (3) days will receive such compensation in addition to their earnings for hours worked during such period.

D. Employees returning from service in the Armed Forces as set out in this Article XVI, and who have returned to active employment prior to the Christmas Shutdown, will be eligible for twenty-five (25) hours pay for such shutdown if they otherwise qualify as set out in Paragraph A above, and on the same basis as provided in Paragraph A above. Such pay will be at the employee's average straight time hourly earnings, excluding night shift premium.

Section 9. Vacation Bonus

A. Employees who are eligible for vacation pay will receive a vacation bonus of $100 minus required withholding and social security tax deductions. The vacation bonus will be paid on the payday immediately preceding the Christmas shutdown.

B. The vacation bonus shall not be included as earnings for the purpose of computing vacation pay or any other benefits.

C. Notwithstanding any other provisions of this Section, employees who are or were attending school and whose employment during the vacation year as defined in this Article 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.

D. Employees returning from service in the Armed Forces referred to in Section 14-B of this Article who, except for absence due to service in the Armed Forces, would qualify for vacation bonus will be paid the $100 vacation bonus minus withholding and social security tax deductions on the payday immediately preceding the Christmas Shutdown.

Section 10. Terminated Employees

Except as provided in Section 12 of this Article, an employee whose employment is terminated during the employee's anniversary year shall not be eligible for a vacation or for vacation pay.

Section 11. Deceased or Retired Employees

An employee who dies or an employee who retires under the provisions of the "John Deere Group Life and Disability Insurance Plan for Wage Employees" or "John Deere Pension Plan for Wage Employees" during the vacation year will receive vacation pay provided he has worked some part of the vacation year as defined in Section 1.

Section 12. Continuous Employment

The term "continuous employment" as used in this Vacation Plan shall mean the period of time from the date on which the employee reported to work in his last employment. For the purpose of this Article, such "employment," if continuous, may be with any unit of Deere & Company including its domestic and foreign subsidiaries or subsidiaries thereof.

Section 13. Military Service

A. An employee who left his employment with the Company and immediately entered the service of the Armed Forces of the U.S.A. and who is still in such service and who has worked some part of the vacation earnings computation period with the Company shall receive a paid vacation of

(1) One (1) week provided he has one (1) year or more but less than five (5) years of employment with the Company prior to such entry into the Armed Forces service.

(2) Two (2) weeks provided he has had five (5) years or more but less than ten (10) years of employment with the Company prior to such entry into the Armed Forces service.

(3) Three (3) weeks provided he has had ten (10) years or more but less than twenty (20) years of employment with the Company prior to such entry into the Armed Forces service.

(4) Three and one-half (3-1/2) weeks provided he has had twenty (20) years of more but less than twenty-five (25) years of employment with the Company prior to such entry into the Armed Forces service.

(5) Four (4) weeks provided he has had twenty-five (25) years or more of employment with the Company prior to such entry into the Armed Forces service.

B. For an employee who resumes work with the Company following service in the Armed Forces of the U.S.A., absence because of such service shall be considered as employment for vacation eligibility purposes, provided:

(1) There was no greater lapse than ninety (90) days between the end of the employee's service with the Armed Forces and the resumption of work with the Company.

(2) The employee worked some part of the vacation earnings computation period with the Company.

C. The vacation pay for employees qualifying under this Section 14 for a vacation shall be based upon the number of hours of vacation times the employee's average straight-time hourly earnings for the vacation earnings computation period as follows:

ELIGIBLE WEEKS OF VACATION	HOURS OF VACATION
1 Week	40 Hours
2 Weeks	80 Hours
3 Weeks	120 Hours
3-1/2 Weeks	140 Hours
4 Weeks	160 Hours

Section 14. Vacation Period

A. The vacation period shall be the fifty-two (52) weeks beginning on the Monday of the week in which each employee's anniversary date occurs each year. The Company shall assign vacations to employees during such period and in so doing shall endeavor to allow vacations at the time requested by each eligible employee. If employees are laid off on or before their anniversary date, then such employees shall have their vacation scheduled to begin on their anniversary date. If employees are laid off after their anniversary date, then such employees shall have their vacation scheduled to begin at the date of their layoff. Provided, however, that if such employees request their vacation to be scheduled at a different period, then the provisions of Section 17 of this Article will not apply.

B. Employees on layoff who worked and received pay during the previous vacation earnings computation period, but did not work and receive pay for at least 500 hours of that vacation earnings computation period do not receive SUB and UC benefits, etc., in their "earnings" as provided for in Section 8 of this Article. Such employees will not have their vacation scheduled during their layoff except as follows:

(1) Such employees who have not requested and taken their vacation prior to the last full week of the vacation period will have their vacation scheduled and will receive their vacation pay in a lump sum during the last full week of the vacation period.

(2) Such employees returning to active employment before the end of the vacation period will receive their vacation pay in lieu of their vacation after they return to active employment, provided however, that such an employee(s) upon written notice to the Company at the time of his recall to active employment may elect not to receive his vacation pay in lieu of vacation at the time of his return to active employment. In such event his vacation (or a part thereof in increments as set out in Section 16 of this Article) will be scheduled at a later time within the vacation period.

C. An employee who is on layoff at the beginning of the vacation period may notify the Company prior to the start of the vacation period not to schedule vacation at the beginning of the vacation year. Such vacation will then be rescheduled.

D. Employees with more than two weeks of vacation may take the time in excess of two weeks in one day increments. Prior to the start of the vacation year, employees wishing to schedule vacation in single days must notify their supervisor. Single days may be scheduled under the following conditions:

(1) Single vacation days must be scheduled in advance with mutual agreement between the employee and the supervisor.

(2) Employees will be paid one fifth of their weekly vacation pay 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 paid out.

Section 15. Pay in Lieu of Vacation

An employee shall not be entitled to vacation pay in lieu of vacation, except as specifically provided. However, in the event an employee (except an employee returning from the Armed Forces) has worked and received pay from the Company for less than 500 hours during the vacation earnings computation period, the employee at his option may elect to waive all or part of his vacation. Such 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 one-half (1/2) week. Upon receipt of written notice from the employee, vacation pay will be paid in lieu of time off.

Section 16. Holidays with Vacations

When one of the holidays set out in Section 14 of Article XVII falls during an employee's vacation, then the employee's vacation shall be extended by allowing one additional day of vacation. This extra day of vacation shall be the next scheduled working day following the end of the employee's vacation; or with prior approval of the employee's supervisor, the extra day of vacation may be the last scheduled working day prior to the start of the employee's vacation. It is understood and agreed that there is no additional vacation pay for the extra day of vacation and that the extra day of vacation is fully compensated for by the payment of holiday pay for the unworked holiday falling during his vacation.

Section 17. Deductions

On all vacation paychecks the Treasury Department regulations require deduction for withholding tax and social security tax. The Treasury Department also requests a deduction where bonds are being purchased. Therefore, the Company will make these deductions on vacation checks.

Section 18. Receipt of Vacation Pay

Employees who so desire will receive their vacation pay on the regular payday immediately preceding their vacation provided the Company has had at least one (1) week's prior notice.

Section 19. Vacation Shutdown

Should the Company find it necessary to schedule a vacation shutdown, no objection will be raised as to scheduling of such a vacation shutdown if the Company notifies the Union and the employees prior to 1 April of the year of the scheduled shutdown.

Section 20. Personal Vacation Days (PVD)

A. Eligible employees shall receive six (6) personal vacation days on their one (1) year anniversary date and each year thereafter. Personal vacation days may be taken in individual increments of not less than two (2) hours, if the absence is for a reasonable cause, if the employee gives prior notice to the Company, and if the employee has worked some part of the employee's anniversary year.

B. This provision will apply to absence for personal business as set out in Section 1 of Article VI.

C. Payment for this time will be computed at the employee's average straight-time hourly earnings as defined in Article XVIII, Section 12.

D. Employees may take these personal vacation days or any remaining unused portion of them 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.

E. If an eligible employee desires to do so he can take these days or any remaining portion of them during a personal illness resulting from sickness or accident, including a personal illness which began on the first day of the anniversary year, if the employee had worked some part of the preceding anniversary year, under the following circumstances:

(1) If the circumstances permit (for example, a planned operation), the employee shall notify the Company prior to leaving work that he is going to be absent.

(2) In the case of sickness or an accident which makes it impossible to give prior notice this requirement will be waived if notice of the illness and the request for the personal leave time with pay is made within two (2) calendar weeks from the first day of absence.

(3) If it is impossible for the employee to give notice during the two (2) weeks, as set out above, he may do so within three (3) days from the date he reports back to work.

(4) Where the employee elects to take personal vacation days with pay in connection with his illness, he is not thereby disqualified from receiving Weekly Indemnity Benefits for which he is otherwise qualified.

F. Any unused personal vacation days will be paid out in the last pay period of the employee's anniversary year.

G. Any employee who is placed on layoff will be paid for any remaining or unused personal vacation days with his last regular paycheck unless the employee requests in advance that this payment not be made.

H. An employee who is absent from work on a scheduled workday for more than two (2) hours for reasons other than as set out above may request pay for such absence which will be granted if and to the extent he is eligible for such pay. The granting of such pay will in no way imply that his absence was or was not for a reasonable or satisfactory reason nor will it imply any waiver of the employee's obligation to make a reasonable and satisfactory effort to have notified the Company prior to such absence.

ARTICLE XVII
HOURS OF WORK AND OVERTIME

Section 1. Definitions

A. Workweek: For 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. It is the intent of this provision except for employees on seven (7) day continuous operations, as set forth below, that the off-duty days will be Saturday and Sunday.

(1) John Deere Des Moines Works	Heat treat and annealing
(2) John Deere Dubuque Works	Annealing ovens and powerhouse
(3) John Deere Harvester Works-East Moline	Powerhouse
(4) John Deere Waterloo Works	Powerhouse

B. Workday, Holiday, 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 pay under Section 5 of this Article. The holidays celebrated are defined in Section 16 of this Article.

C. 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.

D. 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.

E. Overtime Pay: The penalty required of the Company when an employee is worked under Sections 4 and 5 of this Article.

F. Premium Pay: The penalty required of the Company when an employee is worked under Sections 2 and 3 of this Article.

Section 2. Sunday Work Premium Pay

An employee shall be paid time and one-quarter 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 Section, such as, powerhouse, heat treat and annealing.

Section 3. Holiday Work Premium Pay

An employee shall be paid double time for all hours worked on a holiday(s) as defined. This payment shall be in addition to the holiday pay provided for in Section 14.

Section 4. Off-Duty Day, Saturday and Sunday Overtime Pay

A. An employee shall be paid time and one-half for all hours worked during the first off-duty day and double time for all hours worked during the second off-duty day.

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

Section 5. Daily and Weekly Overtime Pay

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

Section 6. 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.

Section 7. Shift Hours--First, Second and Third Shift Starting Hours

A. Regular shift hours shall be as follows:

(1) First Shift 7:00 a.m. until 3:30 p.m. with a thirty (30) minute lunch period on the employee's time.

(2) Second Shift 3:30 p.m. until 12 midnight with a thirty (30) minute lunch period on the employee's time.

(3) Third Shift 10:30 p.m. until 7:00 a.m. with a thirty (30) minute lunch period on the employee's time.

B. Third Shift Starting Times

(1) It is understood that the third shift will start at 10:30 p.m., Sunday night, and it is agreed there will be no overtime pay for such hours worked on Sunday.

(2) 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.

(3) For third shift employees who start their week on Sunday night, that and each succeeding shift will be considered to have begun on the calendar day following.

(4) Certain employees, whose work requires it, may start their workweek Monday night third shift as early as 10:30 p.m. upon mutual agreement between the Company and the Union. Failure to reach mutual agreement may be made a subject for discussion by the Joint Appeal Board which is provided for in Article XII.

Section 8. Variations in Shift Hours

A. Variations in shift hours and lunch periods may be made as required by the needs of production.

B. Whenever an employee is required by the Company to report for work before the start of his regular shift's starting time, such employee will not be required by the Company to stop work before the end of his regular shift hours for the purpose of avoiding the payment of overtime.

C. No employee's regular shift starting time will be delayed in anticipation of the need to work the employee beyond the end of his shift.

Section 9. Shift Premium Pay

When two or three shifts are being operated in the plant, an employee working on the second shift will receive an additional sixty cents (60¢) per hour; an employee working on the third shift will receive an additional sixty cents (60¢) per hour. Where a first-shift employee works overtime extending into the second shift, the above sixty cents (60¢) will not be added unless the full extra second shift is worked.

Section 10. Determination of Shifts

A. Shifts as provided for above shall be determined to be first, second or third on the following basis:

(1) Any shift, exclusive of preparatory work such as firing furnaces, which begins at 6:00 a.m. or from 6:00 a.m. but prior to 10:00 a.m., will be considered a first shift. The first shift for preparatory work may begin at 5:00 a.m. or from 5:00 a.m. but prior to 10:00 a.m.

(2) Any shift which begins at 10:00 a.m. or from 10:00 a.m. but prior to 7:00 p.m. will be considered a second shift.

(3) Any shift which begins at 7:00 p.m. or from 7:00 p.m. but prior to 6:00 a.m., except for preparatory work, will be considered a third shift.

Section 11. Change of Shifts

A shift change, e.g., a second shift employee being transferred to first shift, made effective on the first day of the employee's workweek will not create an overtime or premium pay liability. No overtime or premium pay liability will be created by the exercise of choice of shifts as provided in Section 15 of Article XIV. An employee shall be given notice of a shift change prior to completion of the employee's shift on the workday prior to the date the change is made.

Section 12. Fifteen Minute Break

An employee shall have a maximum period of fifteen (15) minutes for a short lunch and rest during the workday. Employees will receive fifteen (15) minutes at their regular wage rate unless assigned to a CIPP application. The CIPP assigned employee will be compensated under CIPP.

Section 13. Personal and Cleanup Time

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

Section 14. Holidays

A. The Company will observe the following holidays: New Year's Day, the Monday celebrated as Martin Luther King, Jr. Memorial Day, Good Friday, last Monday in May, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day. The following days will be observed as nonrecurring holidays: Friday, 5 July 2013; Monday, 23 December 2013; Friday, 2 January 2015.

B. Employees (not suspended or discharged for good and just cause) will be paid for these holidays (as set out below) if they 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 if they work both the workday 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 Section 1 of Article VI, and Section 4 of Article VI, Leaves of Absence.

(2) Leave of absence for Union business as provided in Section 2 of Article VI, Leaves of Absence.

(3) Plant-incurred injury.

(4) Jury duty.

(5) Confining illness of the employee or treatment by a physician or dentist, substantiated by a written statement from the attending physician or dentist.

(6) Layoff.

(7) 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.

(8) 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.

(9) Member of the Honor Guard.

(10) Subpoenaed as a witness.

(11) Required to appear for examination by a jury commission.

(12) Attend a funeral.

(13) Involved in an accident.

(14) Wedding in immediate family.

(15) Graduation from senior high school or college of a member of the immediate family.

(16) Riot situation other than labor disputes.

C. An employee as set out in B 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 layoff, other than an unscheduled layoff which does not exceed one (1) week;

(2) In the military service;

(3) Absent because of an illness as set out in B-(5) 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; or

D. Notwithstanding B above, employees who fail to work all or part of the workday 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.

E. An employee absent on either the workday 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.

F. For noncontinuous seven-day operations 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.

G. For seven-day continuous operations holidays falling on an employee's second off-duty day will be observed on the employee's first or second workday if the first workday is also a holiday, and all holidays falling on the employee's first off-duty day will be observed on the employee's fifth workday or fourth workday if the fifth workday is also a holiday.

H. Employees who qualify will receive eight (8) hours holiday pay at their average straight-time hourly earnings, plus the appropriate shift premium pay.

I. If an employee qualifies for both holiday pay and Weekly Indemnity or Workmen's Compensation Benefits for the same day, the payment for the holiday not worked will be reduced by the amount of such benefit.

J. Subject to the other qualifications of this Section, employees not required to work on the first Christmas shutdown day and/or the third Christmas shutdown day will be deemed to have worked those days under this Section for purposes of qualifying for holiday pay for the Christmas Eve, Christmas 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 Paragraph B above on both the last scheduled workday before the Christmas holidays and the first scheduled workday following the New Year holidays. Nothing in this paragraph will be construed to "schedule" the employee under Paragraph C of this Section for either of the workweeks involved.

Section 15. Distribution of Overtime

A. When overtime work is required in a department and is assigned to a particular classification of labor, or a group, then such overtime will be divided as equally as possible among all employees in the designated classification of labor or group providing:

(1) That the phrase "as equally as possible" means the spread between the employee with the least amount of actual overtime hours and the employee with the greatest amount of actual overtime hours will in no instance exceed sixteen (16) actual overtime hours.

(2) That the employees are qualified to do the work required.

(3) That when an employee is offered overtime work and declines, it will be recorded and considered the same as if the employee had worked.

(4) That when the Company makes a reasonable attempt to notify the employee of overtime work available and is unable to contact the employee personally, the employee will not be credited with any overtime hours. Should this cause the spread to be exceeded there shall be no liability on the Company, provided the employee who could not be contacted will be offered the next overtime available to him.

B. When an employee enters a classification of labor or group, he will be credited with the maximum hours worked by any employee in the particular classification of labor or group.

C. When an employee returns to work after being absent for an extended period of time, (not less than one (1) week), he will be credited with the number of hours necessary to bring his spread up to what it was prior to such absence.

D. The running cumulative total of the overtime records will be accepted as correct unless an alleged entry for the day's hours is brought to the Company's attention within seven (7) working days of that entry. The overtime list will be available and accessible for review by any employee.

E. In the event the sixteen (16) hour spread is exceeded (in regard to the other employees of the overtime group) because of an improper overtime assignment within the overtime group, the employee with the least amount of overtime will be paid the hours necessary to bring him within the sixteen (16) hour spread. The principle of one payment to one employee for each mistake will apply.

F. Hours worked on Sundays and holidays will be considered overtime hours for the purposes of this Section.

Section 16. Report-in -- Call-in Pay

A. An employee who has worked on the previous workday and who reports for work at his regular time on his regular shift unless he had been told in advance not to report, and 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 fire, flood, or other weather conditions, explosion, power failure, or work stoppage in violation of Article X, the above provisions shall not apply.

B. An 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 at straight time.

D. The straight time provided under the above provision for unworked time, if any, shall not cancel out any payment for unworked time that may be due under Section 15 of this Article.

Section 17. Interference Shifts for CIPP Employees (New)

A. CIPP employees who are assigned to a three shift operation and who would otherwise experience interference in producing output hours during the time that one shift overlaps into the hours of another shall be assigned to interference shift hours as follows:

(1) First Shift – 7:00 a.m. until 3:00 p.m.

(2) Second Shift – 3:00 p.m. until 11:00 p.m.

(3) Third Shift – 11:00 p.m. until 7:00 a.m.

B. A CIPP employee assigned on interference operations, as set forth in this section, shall receive an interference factor of thirty-three hundredths (.33) of an hour as a lunch period on Company time paid at the CIPP rate as defined in Exhibit "A" of the job being performed at the time the lunch period is taken. Provided, however, a CIPP employee who is on a special rate of pay immediately prior to the lunch period will receive such special rate of pay instead of CIPP rate.

C. Determination of number of CIPP employees on interference shifts.

(1) The number of employees determined to be on an interference shift under Paragraph A of this Section will be based on the number of CIPP employees on interference shift on Monday of each week. Any change in the number of employees on interference 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.

(2) Third shift employees who are on an interference shift will remain on an interference shift when working their sixth working day. Also, employees who work first shift on Saturday will be considered on an interference shift provided both the preceding third shift and the second shift Saturday worked. Employees who work second shift Saturday will be considered on an interference shift provided both the preceding third shift and the first shift Saturday worked.

ARTICLE XVIII
WAGES

Section 1. Basic Wage Rates

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

B. All of the resulting cents-per-hour adjustments as determined by the application of the provisions of this Article shall be applied to the appropriate basic wage rates. These resulting total wage rates shall then be adjusted to the nearest one-half (1/2) cent.

Section 2. Total Wage Rates

A. Effective on Monday, 5 October 2009, wage rates for all 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" rates of job classifications and individual employees shall be the basic "red-circle" rates as shown in Exhibit "F" attached hereto.

B. Employees hired on or after 1 October 1997 shall receive two general wage increases (GWI's) during the life of this Agreement as follows:

(1) Effective 5 October 2009. The basic rates as shown in Exhibit "A" attached hereto reflect an increase of three percent (3%).

(2) Effective 1 October 2012 the total Cost of Living Allowance defined in Section 3 as applied to basic rates as shown in Exhibit "A" attached hereto shall be increased by three percent (3%).

Section 3. Cost-of-Living Allowance

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 two hundred ten one-thousandths percent (0.210%) and shall be applied as follows:

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 2 above.

(2) The cost-of-living allowance provided for in Section 3-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 Consumer Price Index-All Items (1967=100) Revised Urban Wage Earners and Clerical Workers (CPIW) published by the Bureau of Labor Statistics, United States Department of Labor and hereafter referred to as the BLS Consumer Price Index.

a. 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 BLS CONSUMER PRICE INDEX FOR:
First pay period beginning on or after: 1 December 2009 and at three-calendar-month intervals thereafter to 1 June 2015.	August, September, and October 2009 and at three-calendar-month intervals thereafter to February, March, and April 2015.

In no event will a decline in the three-calendar-month average of the BLS Consumer Price Index below 624.66 provide the basis for a further wage decrease.

b. The amount of cost-of-living allowance which will be effective beginning with the effective date of this Agreement through 1 June 2015 for any three-calendar-month period as provided in Paragraph (2) above, shall be made in accordance with the following table:

BLS CONSUMER PRICE INDEX (1967 = 100)	
AVERAGE OF THE PUBLISHED INDEX FOR THE STATED THREE-CALENDAR MONTHS	COST-OF-LIVING ALLOWANCE
624.66 or less	0.000%
624.67 – 624.92	0.042
624.93 – 625.18	0.084
625.19 – 625.44	0.126
625.45 – 625.70	0.168
625.71 – 625.96	0.210
625.97 – 626.22	0.252
626.23 – 626.48	0.294
626.49 – 626.74	0.336
626.75 – 627.00	0.378
627.01 – 627.26	0.420
627.27 – 627.52	0.462
627.53 – 627.78	0.504
627.79 – 628.04	0.546
628.05 – 628.30	0.588
628.31 – 628.56	0.630
628.57 – 628.82	0.672
628.83 – 629.08	0.714
629.09 – 629.34	0.756
629.35 – 629.60	0.798
Etc.	Etc.

The cost-of-living allowance percentage shall be applied to the basic rates shown in Exhibit "A" attached hereto and the resulting cents per hour shall be added to the rates as calculated above; provided however, notwithstanding the foregoing provisions of this Section 3, two hundred ten one-thousandths percent (0.210%) per hour will be permanently deducted from each quarterly adjustment starting with the December 2009 adjustment and ending with the June 2015 adjustment. If the adjustment amount due for a specific adjustment date is zero percent (0.000%) or less, no such permanent deductions will apply. If the adjustment amount for a specific adjustment date is less than the prescribed amount the adjustment will be equal to the adjustment amount otherwise due. Following the June 2015 adjustment date, the total sum permanently deducted shall be subtracted from the cost-of-living adjustment table and the table shall be adjusted so that the actual three-month Consumer Price Index (averaged) equates to the cost-of-living actually paid during the period beginning after the June 2015 adjustment date.

In the case of job classification and individual employees having "red-circle" rates, the cost-of-living allowance percentage shall be applied to the basic "red-circle" rates shown in Exhibit "F" attached hereto and the resulting cents per hour shall be added to the rates as calculated above; provided however, notwithstanding the foregoing provisions of this Section 3, two hundred ninety-four one-thousandths percent (0.294%) per hour will be permanently deducted from each quarterly adjustment starting with the December 2009 adjustment and ending with the June 2015 adjustment. If the adjustment amount due for a specific adjustment date is zero percent (0.000%) or less, no such permanent deductions will apply. If the adjustment amount for a specific adjustment

date is less than the prescribed amount the adjustment will be equal to the adjustment amount otherwise due. Following the June 2015 adjustment date, the total sum permanently deducted shall be subtracted from the cost-of-living adjustment table and the table shall be adjusted so that the actual three-month Consumer Price Index (averaged) equates to the cost-of-living actually paid during the period beginning after the June 2015 adjustment date.

c. The cost-of-living allowance percentage provided for above shall be applied in accordance with Section 3-A-(1)-a, and b.

d. In the event the Bureau of Labor Statistics does not issue the Consumer Price Index on or before the beginning of the pay period referred to in Paragraph A-(2) of this Section, any adjustments required shall be made at the beginning of the first pay period after issuance of the Index.

e. No adjustments retroactive or otherwise, shall be made due to any revision which may later be made in the published figures of the BLS Consumer Price Index.

f. The parties to this Agreement agree that the continuance of the cost-of-living allowance adjustments is dependent upon the availability of the official monthly BLS Consumer Price Index (1967=100) in its present form and calculated on the same basis as the Index for June 2009 unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the BLS Consumer Price Index, the parties agree to request the Bureau to make available for the life of this Agreement a monthly Consumer Price Index in its present form and calculated on the same basis as the Index for June 2009.

g. In the event of any other changes in the Index during the term of the Agreement, the parties will determine the appropriate Index to use.

Section 4. Job Classifications

A. The listing of job classifications and applicable pay levels for wage occupations showing the bargaining units covered hereby where each is applicable on the effective date of this Agreement are contained in Exhibit "C" which is attached to this Agreement and made a part thereof. Work covered by any job classification listed in Exhibit "C" may be included in a CIPP application.

B. If a dispute arises as to whether or not a job classification, as set out in Exhibit "C" and as assigned to an employee, is proper for the type of work being performed, then such dispute may be subject to the Grievance Procedure.

C. On introduction into any bargaining unit covered by this Agreement of new work not properly covered by the primary function of any job classification listed in Exhibit "C" as in effect on the effective date of this Agreement and applicable to said bargaining unit, the Company shall notify the Union in writing of the new job classification, including the job description and the pay level assigned.

D. A grievance alleging the pay level assigned to a new job classification introduced under "C" above is inadequate shall enter Step 2 of the Grievance Procedure. Such a grievance will not be subject to arbitration but may, after the Special Step 3 meeting has been completed, be referred to strike action as provided in Article X.

Section 5. 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 a bargaining unit covered by this Agreement or who is hired under the provisions of Sections 9 or 10 of Article XIV, 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.

E When an employee is temporarily incapacitated from performing his regular work assignment and is assigned by the Company to another work assignment, such other work assignment will be considered a temporary assignment under D above, but will not extend beyond the duration of the period the employee would have been eligible to receive Weekly Indemnity or Supplemental Workers' Compensation Benefits had the incapacity been temporary total. The employee will be paid 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 or Supplemental Workers' Compensation Benefits had the incapacity been temporary total, the employee will be transferred and reclassified to the work assignment and paid accordingly.

Section 6. Continuous Improvement Pay System

Continuous Improvement Pay Plans **(CIPP)** reward 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 wage 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 base rate(s), the Company will provide build-up hours to a weekly pay level of 100% of their wage 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 6.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 or equal to 115%, its Base performance metric will not be changed for the next semester.

b. When the Average Semester Plan Performance for a metric exceeds the maximum Weekly Pay Level of 115%, its Base performance metric will be adjusted by .33 of the percent of total team improvement in the output divided by input ratio as compared to the base for the next semester; however, in no case will the base adjustment exceed 2% in any plan semester. For example:

Output hours in a semester:	9300
Input hours in a semester:	10000
Current base:	.900

Output/Input = 9300/10000 = .930

Base adjustment =

$$\left[\frac{(\text{output/input} - \text{Base}}{\text{Base}}\right] \times .33$$

Base adjustment =

$$\left[\frac{.930 - .900}{.900}\right] \times .33$$

Base adjustment = .0110

New Base = [base adjustment + 1] x old base

New Base = [1.0110] x .900

New Base = .910

In return for this adjustment, the Company will distribute a Base Adjustment Allowance of additional paid hours to the plan participants. Overtime premiums required by statute will be paid with the Base Adjustment Allowance.

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, each employee's Base Adjustment Allowance will be determined by multiplying the employee's input hours for the semester times the percentage the Base was adjusted for the next semester (factored by the Base metric's weighted hours) times a multiplier based upon the following criteria: For those teams with a base adjustment less than 2%, the employee input hours for the semester will be multiplied by the base adjustment (less than 2%) times 1.5. For those teams with a base adjustment equal to 2%, the employee input hours for the semester will be multiplied by the base adjustment (2%) times 2. (For example, if an employee had 1000 input hours for the semester and there was a 2% adjustment of the base, and the base is weighted by 100% because there is only one metric, the Base Adjustment Allowance would be calculated as follows: 1000 (the input hours) x 2% (the same percentage the base was adjusted) x 2 (the additional premium for continuous improvement) = 40 hours.

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 (24) workweeks, the base and performance metric(s) will be adjusted on the basis of .33 of the total team improvement in the

output/input ratio when compared to the base (not to exceed 2%) times the number of plan workweeks divided by twenty-four (24).

Example:

A CIPP plan has sixteen plan workweeks for the semester and .33 of the Total Team Improvement in output/input as compared to the base was 1.10%.

Base Adjustment = 1.10% x 16/24 = .73%

(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. Classroom Training

d. Catastrophic downtime

e. Special projects/assignments outside of plan operation

f. Medical surveillance physicals and tests directed by the Company (not individual First-Aid Treatment)

g. Scheduled Company meetings (not to include daily or routine Production/Safety meetings)

h. Activities related to Emergency Response Teams and Evacuation

(7) All attendance hours not included as plan input hours will be paid for at the employees appropriate Wage Rate unless otherwise provided for in the Agreement.

B. Maintenance of CIPP Applications

(1) In addition to Base adjustments described in Section 6.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 $5000 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.

a. No output standard shall be changed during the life of this Agreement except under the provisions of Section B.1 of this Article. The Company will notify the Union of such changes, as requested.

b. Information on all output standards now established or set during the life of this Agreement shall be kept in an accessible place for reference and investigation by appropriate Union officials.

c. Any data or procedural analysis identified in Section B.2 of this Article will be made available for inspection by appropriate Union officials.

d. In the event that an individual or group of output standards is questioned, the Company will make every attempt to resolve the question. If Company investigations do not resolve the questions, the Union Time Study Representative(s) or the appropriate Union Representative will be asked to review the operation(s) in question. If these

subsequent investigations do not resolve the question, the issue will be handled according to the National Joint Committee on Competitiveness Letter.

(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.

(4) To support the effective administration of CIPP plans each CIPP plan will establish a CIPP maintenance team. Duties of these teams include assisting in maintaining the CIPP application as defined above.

Section 7. 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. Classroom Training (other than employee break-in)

B. Assignment to Non-CIPP work while his regular CIPP plan is in operation.

C. Medical surveillance physicals and tests directed by the Company (not individual First-Aid Treatment).

D. Scheduled Company meetings (not to include daily or routine Production/Safety meetings)

E. Activities related to Emergency Response Teams and Evacuation

Section 8. 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

(1) 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 days.

Section 9. Continuous Improvement Process

A Joint UAW/Deere Continuous Improvement Process will commence no later than 1 January 2004. Only through continuous improvement can the Company remain competitive and employees enjoy secure employment and premium wages. In order to meet these objectives, the Deere and UAW leadership recognizes the importance of establishing and supporting a Joint UAW/Deere Continuous Improvement Process. This is required to ensure that a culture exists across the business and within the union that promotes continuous improvement. This structured process is outlined in the UAW Deere Continuous Improvement Process Letter.

Section 10. Daily Work Record

All work performed during the 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 record without his knowledge. The record shall, upon request, be available for employee reference.

Section 11. Inventory Pay

When an employee is temporarily required to perform work other than regular production or maintenance work in a department during the inventory period and while the inventory is actually underway in such department, he will be paid his regular wage rate.

Section 12. 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 period 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.	

ARTICLE XIX
APPRENTICESHIPS AND TRAINING PROGRAMS

Section 1. Classifications

A. Apprentices may be enrolled in the following job classifications subject to the limitations of Article I, Recognition:

R-20	Electrician
X-13	Instrumentation & Test Mechanic
R-5	Machine Maintenance
T-1	Tool and Die Maker
X-60	Product Development Specialist
A-100	Production Maintenance Repair
A-150	Electrical Maintenance

Trainees may be enrolled in the following job classifications subject to the limitations of Article I, Recognition:

R-37	Pipe Fitting, Heating and Ventilating Maintenance
T-10	Machine Hand
R-15	Repair Mechanic (Industrial Trucks)
R-9	Building Repair and Maintenance
A-175	Facilities Maintenance Repair

Section 2. 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 the outside on the basis of qualifications.

B. Applicants must be physically qualified to perform the work required.

Section 3. Seniority Employees

Notice of openings will be posted on the Company's bulletin board. Interested seniority employees may apply for the openings.

Section 4. Application and Standards

A. Eligible applicants, as set forth in Section 2, Paragraph B above, will be selected through the application of the standards as set forth in Paragraph B below.

B. Qualifying Standards

MAXIMUM 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 8 pertinent to the opening.	20
(3) Work Experience and work habits.	
a. Work experience in skills related to the schedule of work process in which the opening exists.	6
b. Work habits unrelated to skills in the schedule of work process, as determined in Paragraph F of this Section (or Paragraph G if the applicant has no previous work experience).	14
(4) Evaluation of interviewer.	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:

(1) Minimum Qualifications - 85 Points

R-5	Machine Maintenance
T-1	Tool and Die Maker
R-37	Pipe Fitting, Heating & Ventilating Maintenance
T-10	Machine Hand
R-15	Repair Mechanic (Industrial Trucks)
R-9	Building Repair and Maintenance
A-100	Production Maintenance Repair
A-150	Electrical Maintenance
A-175	Facilities Maintenance Repair

(2) Minimum Qualifications - 80 points

X-13	Instrumentation and Test Mechanic
R-20	Electrician
X-60	Product Development Specialist

D. It is understood that if none of the seniority applicants or applicants from the outside possess minimum qualifications, the posted opening will not be filled.

E. The applicant will provide the Personnel Department with the applicant's academic records.

F. In the determination of work habits in Paragraph B-(3)-b above, the Personnel 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 Personnel 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 Personnel 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.

J. The above selection procedure may be revised for continued compliance with Federal and State Legislation and Presidential Executive Orders and Directives.

Section 5. Ratio of Apprentices and Trainees

A. The number of apprentices and trainees enrolled in any one job classification shall be limited to fifteen (15) percent 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. Fractional amounts resulting from the application of the above percentage may be increased to the next whole number.

B. The percentage ratios noted above shall not operate to remove any employee presently enrolled. This percentage ratio may be increased or decreased by mutual agreement of the parties to this Agreement.

Section 6. 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 the 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 plant, 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 employees 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 Section will be eligible for Income Security Benefits if he is otherwise qualified for such a benefit as provided in Article XV.

Section 7. Rates

A. Apprentices in each of the job classifications covered by these standards shall be paid a progressively increasing schedule of wages, as follows:

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

B. Applicants who are given credit for previous 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 maximum of the rate range for the particular job classification in which the employee had been enrolled.

D. Trainees in each of the job classifications covered by these standards shall be paid a progressively increasing schedule of wages, as follows:

1st 1000 hours	65% of the maximum wage rate of the classification
2nd 1000 hours	75% of the maximum wage rate of the classification
3rd 1000 hours	85% of the maximum wage rate of the classification
4th 1000 hours	95% of the maximum wage rate of the classification

E. Upon completion of the training requirements the trainee's wage rate will be increased to the maximum of the rate range for the particular job classification in which the employee had been enrolled.

Section 8. 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 enrolled program and not trade or vocational school work. Seniority employees may be allowed credit for previous applicable work experience.

B. Veterans returning to the employment of the Company may receive credit for applicable work experience gained in the Armed Services, based on a review of their service record.

C. The Company may during the course of an employee's program determine that 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.

D. The Company shall notify the Shop Committee Chairman of any determination made in Paragraph C above and the reason therefore.

Section 9. Related Classroom Study

A. Apprentices and 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 ordinarily be not less than four (4) hours each week with a minimum of eighty-four (84) hours in each 1000-hour period; however, the Company shall have the right to modify the training procedure to provide longer periods of uninterrupted classroom study with the hours to be offset against the four (4) hours per week and the eighty-four (84) hours per 1000-hour period. The time and place of such training will be determined by the Company, and such hours, if used, shall be paid at the apprentice's or trainee's regular wage rate.

C. In case of failure on the part of any apprentice or trainee to fulfill his obligation as to satisfactory completion of related classroom study, the Company may suspend or revoke the employee's training in the apprenticeship or training program. The Chairman of the Shop Committee shall be notified of any such cancellation as this will terminate the eligibility of the apprentice or trainee as a student.

Section 10. Supervision of Apprentices and Trainees

A. Apprentices and trainees shall be under the general direction of the individual charged with the coordination of apprenticeship and training programs and under the immediate direction of the supervisor of the Department to which they are assigned. The Coordinator of Apprenticeship and 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. Supervisor shall make a report at least every thirty (30) days to the Coordinator of Apprenticeship and Training Programs on the work and progress of the apprentices or trainees under their supervision.

Section 11. Tools

Apprentices and trainees shall procure the hand tools needed and as required and specified by the Company. Upon graduation, the Company will reimburse Apprentices and trainees up to $750 for tools purchased through the Company under payroll deduction.

Section 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.

Section 13. Joint Apprenticeship Committee

A. The Joint Apprenticeship Committee shall meet once a month provided that an agenda is submitted by either party with three (3) days' notice to discuss matters arising out of the meaning and application of this Article. Subjects for consideration by the Joint Apprenticeship Committee are:

(1) Constructive suggestions regarding the effective operation of the programs to provide for adequately trained personnel.

(2) The identity of all apprentices and trainees.

(3) Credited hours provided for in Section 8 of this Article.

(4) Review individual progress reports.

(5) Review of unsatisfactory performance which may result in removal from the programs.

(6) Review names of employees receiving certificates of completion.

(7) Review increasing the ratio of apprentices and trainees as provided in Section 5 and the adjustment of the schedule of work processes as provided in Section 14. If there is a failure to reach mutual agreement on these subjects at the local level, the matter may be forwarded to the Joint Appeal Board for special consideration and resolution.

B. The two Company representatives shall be the Manager of Labor Relations and the Coordinator of Apprenticeship and Training Programs, or individuals designated by them.

C. The two Union representatives shall be the Chairman of the Shop Committee and the Skilled Trades Representative, or individuals designated by them.

D. Minutes shall be taken of the committee meetings by one (1) of the Company members on the committee; and, if acceptable, the minutes shall be signed by the Union and Company members of the committee. The Chairman of the Shop Committee shall be provided with a copy of such minutes.

E. Any dispute which cannot be resolved by this Committee may be filed as a grievance in Step 2.

Section 14. Schedules of Work Processes

The Schedules of Work Processes are listed below. It is agreed that 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 to the best interest of the apprentices or trainees, the operations of the department or in conformance with the provisions of Article I, Recognition, to make such changes. Major changes of over ten percent (10%) must be done by mutual agreement.

ARTICLE XIX, Section 14.

SCHEDULE OF WORK PROCESSES FOR APPRENTICES:

T-1 TOOL AND DIE MAKER

Bench Work and Optional (including layout, build and inspect)	2728 Hours
Boring Mill	360 Hours
Grinder	
Cylindrical	288 Hours
Internal	288 Hours
Surface	288 Hours
Heat Treat	108 Hours
Jig Bore	432 Hours
Lathe	720 Hours
Metallurgy	108 Hours
Milling Machines	720 Hours
Shaper, Planer or Slotter	216 Hours
Tool Crib	72 Hours
Tool Design and Follow Up	720 Hours
Tool Grinding	108 Hours
Welding	144 Hours
Related Classroom Study	700 Hours
TOTAL	8000 Hours

R-20 ELECTRICIAN

Electrical Construction (including powerhouse, substations, power supply, machines and lighting)	2448 Hours
Electrical Design	288 Hours
Machine Maintenance (hydraulics)	216 Hours
Maintenance and Repair (including such things as machine controls, welders, heat treating equipment, power supply, transformers, motors, motor repair, generators, hoists, cranes, elevators and power tools)	4348 Hours
Related Classroom Study	700 Hours
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 & Try Out Instrumentation & Test Equipment:	
Electronic	1300 Hours
Electrical	1300 Hours
Hydraulic	900 Hours
Mechanical	700 Hours
Maintain Instrumentation & Test Equipment	1600 Hours
Familiarization on Instrumentation & Test Equipment:	
Stress Coat & 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

X-60 PRODUCT DEVELOPMENT SPECIALIST

Instrumentation:	
Introduction to Instrumentation	40 Hours
Sensors & Transducers	560 Hours
Signal Conditioning	480 Hours
Instrumentation Practices	104 Hours
Instrumentation Calibration	240 Hours

Tractor Wiring Systems ..... 120 Hours
Data Acquisition System/Test Set-up ..... 960 Hours
Information Systems (Computers) ..... 192 Hours
Control Systems ..... 200 Hours
Miscellaneous Instrumentation ..... 376 Hours

Mechanical:
Vehicle Hydraulics ..... 360 Hours
Vehicle Mechanics ..... 500 Hours
Drivetrain Mechanics ..... 688 Hours
Engine Mechanics ..... 1692 Hours
Dyno Operations ..... 240 Hours

Related Classroom Study ..... 1248 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 Trps, Air Vents and Radiators ..... 180 Hours
Related Classroom Study ..... 350 Hours
TOTAL ..... 4000 Hours

T-10 .....MACHINE HAND

Boring Mill	288 Hours
Grinder (external, internal or surface)	720 Hours
Heat Treat	108 Hours
Jig Bore	216 Hours
Lathe	1008 Hours
Milling Machines	1008 Hours
Shaper, Planer or Slotter	252 Hours
Related Classroom Study	400 Hours
TOTAL	4000 Hours

R-15 REPAIR MECHANIC (Industrial Trucks)

Performs Repair and Maintenance of:	
Internal Combustion Engines, Hydraulic & Electrical Systems and Controls	2140 Hours
Transmissions, Clutches, Differentials	540 Hours
Chassis, Suspension, Springs, Axles	200 Hours
Steering and Brakes	200 Hours
Fuel, Oil & Cooling Systems	160 Hours
Tires and Batteries	40 Hours
Welding & Fabrication	160 Hours
Use & Operation of Specialized Equipment & Tools	160 Hours
Crib Functions - Location & Identification of Supplies & Equipment	40 Hours
Related Classroom Study	360 Hours
TOTAL	4000 Hours

R-9 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	400 Hours
TOTAL	4000 Hours

ARTICLE XIX, Section 14.

A-150 ELECTRICAL MAINTENANCE

Classroom Instruction and Laboratory Work	1800 Hours
Business Skills	100 Hours
Machine Control Maintenance	3500 Hours
Machine Maintenance	200 Hours
Machine Design & Overhaul	800 Hours
Facilities Maintenance	1600 Hours
TOTAL	8000 Hours

A-100 PRODUCTION MAINTENANCE REPAIR

Classroom Instruction and Laboratory Work	1800 Hours
Business Skills	100 Hours
Safety & Ergonomics	200 Hours
Machine Maintenance	4200 Hours
Machine Design & Overhaul	900 Hours
Facilities Maintenance	300 Hours
Fabrication, Welding & Machining	500 Hours
TOTAL	8000 Hours

A-175 FACILITIES MAINTENANCE REPAIR

Pipe Fabrication	100 Hours
Installation & Maintenance of High & Low Pressure Process Piping	500 Hours
Installation & Maintenance of Steam & Hot Water Systems	250 Hours
Installation of Piping for Waste, Soil, Sewage, Vent and Leaders	90 Hours
Installation & Connection of Fixtures Used in Plumbing & Draining	50 Hours
Installation & Maintenance of Piping on Air Conditioning & Refrigeration	500 Hours
Repairing of Valves, Steam Tips, Air Vents and Radiators	25 Hours
Internal Combustion Engines, Hydraulic & Electrical Systems	400 Hours
Electrical Systems and Controls	500 Hours
Transmissions, Clutches, Differentials	40 Hours
Chassis, Suspension, Springs, Axles	40 Hours
Steering and Brakes	80 Hours

ARTICLE XIX, Section 14.

Fuel, Oil & Cooling Systems	40 Hours
Tires and Batteries	25 Hours
Welding & Fabrication	60 Hours
Use & Operation of Specialized Equipment & Tools	25 Hours
Overhead Doors and Related Work	40 Hours
Concrete Work	40 Hours
Maintenance and Repair	750 Hours
Fabrication	20 Hours
Related Classroom Study	425 Hours
TOTAL	4000 Hours

ARTICLE XX
WAIVER

The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the Understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXI
LOCAL AGREEMENT

It is hereby agreed that any written Agreement, Letter of Understanding or Agreement to continue a past practice entered into locally between Management and any of the Local Unions which have continuing effect may be readopted and shall remain in effect for the duration of the Labor Contract. Such Local Agreement or past practice must be identified to the opposite party by either the International Union or the Labor Relations Department of the Company within thirty (30) days after the date of the Labor Contract.

ARTICLE XXII
APPENDICES

A. The parties have provided the benefits contained in the following Appendices which are made parts of this Agreement and subject to all of the provisions of this Agreement subject to the limitations spelled out in B below.

(1) Appendix "1" - Benefit Plans Deere & Company

(2) Appendix "A" - John Deere Pension Plan for Wage Employees

(3) Appendix "B" - The Health Benefit Plan for Wage Employees

(4) Appendix "C" - The Disability Benefit Plan for Wage Employees

(5) Appendix "D" - Supplemental Unemployment Benefit Plan

(6) Appendix "E" - Legal Services Plan

(7) Appendix "F" - Plant Closing Plan

(8) Appendix "G" - Relocation Allowance Plan

(9) Appendix "H" - Tuition Refund Plan

(10) Appendix "I" - John Deere Group Life and Disability Insurance Plan for Wage Employees

(11) Appendices "J" and "J-1" - Profit Sharing Plan

(12) Appendix "L" - John Deere Tax Deferred Savings Plan

(13) Appendix "L-1" - John Deere Tax Deferred Savings Plan for Wage Employees

B. No matter respecting the provisions of Appendices "1," "A," "B," "C," "E," "I," "J," "J-1," "L," or "L-1" will be subject to the grievance procedure and arbitration provisions of Article XII of this Agreement.

C. The provisions of Appendices "D," "F," "G," and "H" are subject to the grievance procedure and arbitration provisions of Article XII of this Agreement.

ARTICLE XXIII
TERMINATION

This Agreement shall become effective on Monday of the week in which the Company receives notification from the International Union that the Agreement has been ratified and thereafter remain in full force and effect until the 1st day of October 2015, except as specifically provided otherwise, and shall be automatically renewed from year to year thereafter unless sixty (60) days prior to the expiration date either party gives notice in writing of a desired change in or termination of this Agreement. In the event that such notice is given, negotiations shall be opened not less than forty-five (45) days prior to the expiration date of this Agreement.

Signed this 1st day of October 2009.

FOR THE COMPANY:	FOR THE UNION:
David C. Everitt	Jimmy Settles
Barry Schaffter	James E. Hecker
Kenneth C. Huhn	Robert Taylor
Mark Barnes	Daniel P. Flynn
Brad Morris	Frank Carroll
Carol Lewis	Daniel F. White
Ryan Melloy	Pat Dunlay
Erich J. Wessels	Steve Erbe
Kevin Zimmerman	Phillip Kirlin
Pamela J. Snyder	Scott Grapp
Neal M. Edwinson	Chris Gibson
Nicole K. Thomsen	Mike O'Brien
Brian R. Pulford	Robert Garland
Sandra Lynn	David Breiby
Gary Osborne	Jerry Gregory
Mark VanderLinden	Matthew J. Hovey
Daniel A. Allen	Don Seger
Steve Wohlwend	Scott Bean
Kristina H. Voyna	Greg L. Krouth
Kelly Kreiter	Ron McInroy
Sarah Clausen	Bruce Davis

ARTICLE XXIII
TERMINATION
(Cont'd)

FOR THE COMPANY:	FOR THE UNION:
J. K. Hanson III	Tim Niedert
Chip Nelson	W. David Ayers
Susan C. Bowman	Mike Krumholz
	Jeff Wright
	Lyle VanAntwerp
	Tom Wallace
	Larry Moens
	Richie Tague
	Rich Atwood
	Dennis Williams

EXHIBIT "A"
RATE SCHEDULE
BASIC RATES

PAY LEVEL	MINIMUM	AFTER 12 MOS.	AFTER 24 MOS.	AFTER 36 MOS.	AFTER 48 MOS.	AFTER 60 MOS.
1 (Non-CIPP)	23.420	23.650	23.885	24.120	24.355	24.590
2 (Non-CIPP)	21.705	21.925	22.135	22.355	22.570	22.785
3 (Non-CIPP)	20.920	21.130	21.335	21.555	21.755	21.975
3 (CIPP)	18.190	18.375	18.550	18.745	18.915	19.110
4 (Non-CIPP)	18.895	19.080	19.275	19.460	19.645	19.830
4 (CIPP)	16.430	16.590	16.760	16.920	17.085	17.245
5 (Non-CIPP)	18.180	18.365	18.545	18.730	18.910	19.095
5 (CIPP)	15.810	15.970	16.125	16.290	16.445	16.600
6 (Non-CIPP)	17.590	17.770	17.940	18.120	18.295	18.475
6 (CIPP)	15.295	15.455	15.600	15.755	15.905	16.060
7 (Non-CIPP)	14.845	14.995	15.145	15.295	15.450	15.600
7 (CIPP)	14.415	14.565	14.705	14.850	14.995	15.140

NOTE: Employees in pay levels 1 or 2 will have their CIPP rate determined by dividing the applicable rate in Exhibit "A" by 115%.

EXHIBIT "C"

WAGE EMPLOYEE JOB CLASSIFICATIONS AND SENIORITY CLASSIFICATIONS

OCC. CODE	PAY LEVEL	CLASSIFICATION	MOL	HARV E.M.	PDC	DAV	DUB	OTT	DES	WTL	ENG	FDY	COF
A 100	1	PRODUCTION MAINTENANCE REPAIR										X	
A 150	1	ELECTRICAL MAINTENANCE										X	
A 175	2	FACILITIES MAINTENANCE REPAIR										X	
A 200	4	QUALITY SUPPORT AND/OR JOB FLOOR CELL OPERATOR										X	
A 225	4	LADLE/REFRACTORY REPAIR										X	
A 250	4	MELT CELL OPERATOR										X	
A 275	4	CRANE OPERATOR										X	
A 300	6	MOLD LINE CELL OPERATOR										X	
A 325	4	FOUNDRY CASTING FINISHER										X	
A 350	6	CORE CELL OPERATOR										X	
A 375	6	BLASTING & CLEANING CELL OPERATOR										X	
A 400	7	FOUNDRY PRODUCTION SUPPORT										X	
C 5	6	SHEET AND PLATE FABRICATOR	X	X		X	X	X	X	X			
C 6	6	CNC SHEET AND PLATE FABRICATOR	X	X		X	X	X	X	X			
D 1	5	MACHINIST GRIND, LAP AND HONE	X						X	X	X		
D 2	4	MACHINIST TURN, DRILL, BORE AND MILL	X	X		X	X	X	X	X	X		
D 3	5	MACHINIST GEAR CUTTING							X	X			
D 4	4	MACHINIST JOB SHOP	X				X			X			X
D 5	4	CNC MACHINIST GRIND, LAP AND HONE	X	X					X	X	X		X
D 6	4	CNC MACHINIST TURN, DRILL, BORE AND MILL	X	X		X	X	X	X	X	X		X
D 7	5	CNC MACHINIST GEAR CUTTING							X	X			
D 8	4	CNC MACHINIST JOB SHOP	X				X			X			
F 1	5	MANUAL ARC WELDER	X				X	X	X	X	X		
F 2	5	CNC/ROBOTIC WELDER	X	X		X	X	X	X	X			X
F 16	6	SPOTWELDER	X	X				X		X			
H 1	6	HEAT TREAT OPERATOR		X			X	X	X	X	X		X

EXHIBIT "C"

WAGE EMPLOYEE JOB CLASSIFICATIONS AND SENIORITY CLASSIFICATIONS

OCC. CODE	PAY LEVEL	CLASSIFICATION	MOL	HARV E.M.	PDC	DAV	DUB	OTT	DES	WTL	ENG	FDY	COF
K 8	6	ASSEMBLER	X	X		X	X	X	X	X	X		X
K 17	6	ENGINE TEST OPERATOR					X			X	X		
L 5	6	PAINTER	X	X		X	X	X	X	X	X		
M 14	6	ELECTROPLATER							X	X			
M 26	7	MISCELLANEOUS PROCESSOR	X	X		X	X	X	X	X	X		X
M 46	5	REACTION INJECTION MOLD OPERATOR						X					
N 51	4	WELDER/FABRICATOR JOB SHOP		X			X	X					
Q 1	2	POWER HOUSE OPERATOR AND/OR MAINTENANCE		X			X	X		X			
Q 2	6	BOILER ROOM OPERATOR		X			X			X			
Q 10	7	POWER HOUSE HELPER		X						X			
R 5	1	MACHINE MAINTENANCE	X	X		X	X	X		X	X		X
R 7	4	MACHINE MOVER				X	X			X			
R 9	2	BUILDING REPAIR & MAINTENANCE	X	X		X	X	X	X	X	X		
R 15	2	REPAIR MECHANIC (INDUSTRIAL TRUCKS)	X	X	X	X	X		X	X			
R 17	7	TRUCK, TRACTOR, TRANSPORTER OR BATTERY SERVICE		X	X		X		X	X			
R 18	1	COMMUNICATIONS & ELECTRONICS SERVICE								X			
R 19	7	MAINTENANCE OILER		X		X	X	X	X	X			X
R 20	1	ELECTRICIAN	X	X	X	X	X	X	X	X	X		X
R 25	3	COMBINATION WELDER	X	X			X	X	X	X	X		
R 31	3	SHEET METAL AND/OR PLASTICS MAINTENANCE	X	X						X			
R 37	2	PIPE FITTING, HEATING & VENTILATING MAINTENANCE	X	X		X	X	X	X	X	X		
R 41	5	MAINTENANCE PAINTER		X		X	X		X	X			
R 46	5	FURNACE REPAIR							X	X			
R 60	3	MAINTENANCE WORKER – WAREHOUSE			X								X

EXHIBIT "C"

WAGE EMPLOYEE JOB CLASSIFICATIONS AND SENIORITY CLASSIFICATIONS

OCC. CODE	PAY LEVEL	CLASSIFICATION	MOL	HARV E.M.	PDC	DAV	DUB	OTT	DES	WTL	ENG	FDY	COF
R 62	5	HOIST AND PORTABLE TOOL REPAIR	X	X		X	X	X	X	X			
T 1	1	TOOL AND DIE MAKER		X		X	X	X		X	X		
T 4	3	INSTRUMENT REPAIR								X	X		X
T 5	1	TOOL LAYOUT INSPECTOR		X		X	X			X	X		
T 10	2	MACHINE HAND		X			X	X		X	X		
T 20	4	TOOL GRINDER					X	X	X	X	X		X
T 50	4	HEAT TREATER (TOOL ROOM)					X	X		X			
U 1	4	INSPECTOR	X	X	X	X	X	X	X	X	X		X
U 10	4	PRODUCTION LAYOUT INSPECTOR	X	X		X	X	X	X	X	X		
V 2	7	MATERIAL STORAGE AND RETRIEVAL	X	X	X	X	X	X	X	X	X		X
V 20	7	PRODUCTION SUPPORT	X	X	X	X	X	X	X	X	X		X
X 1	1	MACHINIST								X			
X 7	3	MECHANIC					X	X		X			
X 13	1	INSTRUMENTATION AND TEST MECHANIC					X	X		X			
X 20	1	PARTS LAYOUT					X	X		X			
X 26	7	FIELD TEST EQUIPMENT OPERATOR					X			X			
X 45	3	WELDER					X	X		X			
X 60	1	PRODUCT DEVELOPMENT SPECIALIST								X			
Z 1	7	FACILITIES SUPPORT	X	X	X	X	X	X	X	X			
Z 32	3	MACHINING SETUP		X					X	X	X		X
Z 33	2	PERISHABLE TOOL – INVESTIGATOR								X	X		
Z 35	4	ENGINE RELIAIBLITY AND/OR PUMP MECHANIC								X	X		
Z 36	4	WARRANTY TRANSMISSION RELIABILITY MECHANIC											X
Z 94	6	WASTE & WATER TREATMENT AND COOLANT SYSTEM		X			X	X	X	X			

Date _____

EXHIBIT "D"

EMPLOYEE REQUEST FOR LEAVE OF ABSENCE (UAW LOCAL)

I herewith make request for leave of absence for _____ commencing _____, 20___, for the following reasons:

_____

_____

_____

I understand that if I do not return to work by _____, 20___, my name may be removed from the payroll, and my employment thereby terminated, as provided by the Collective Bargaining Agreement.

Upon approval of this request for leave of absence, and if requested to do so, I agree to return to the Company, before going on leave, all equipment and supplies furnished to me by the Company and for which I am currently responsible, including pass, badge and locker key.

Signed _____
Employee

Department _____ Clock No. ____

_____

EXHIBIT "D"

I do/do not recommend that leave of absence be granted.

Signed: _____
Supervisor

Recommendation approved.

Signed: _____
Labor Relations Department
or Human Resources Department

CC TO: File __ Supervisor __ Employee __ Union __

EXHIBIT "E"
ALTERNATIVE SHIFTS

During negotiations, the parties discussed the need for increased flexibility in scheduling employees. When capacity constrained operations that are on interference shifts require scheduling of an operation(s) in excess of three (3) shifts – five (5) days a week and production alternatives are limited to farming out the work or capital investment, employees may be scheduled by the Company to work shifts made up of four (4) ten-hour days and three (3) twelve-hour days in a workweek in accordance with the following provisions:

The Company will notify both the Local and International Union no less than thirty (30) days prior to the implementation of the Alternate Shift. The Company will review the business plan for the implementation of the Alternate Shift with the Local Union. This meeting will allow the Local Union the opportunity to raise questions and concerns.

Workweek and C and D Shift Premium Pay

1. Employees on four (4) ten-hour days will have a workweek consisting of four (4) consecutive workdays – Tuesday through Friday – with three consecutive off-duty days.

2. Employees on three (3) twelve-hour days will have a workweek consisting of three (3) consecutive workdays – Saturday through Monday – with four consecutive off-duty days. Employees paid for thirty-six (36) straight-time hours will be paid an additional four (4) hours of average straight-time hourly earnings (AE) to provide them a forty (40) hour workweek. Employees paid for fewer than thirty-six (36) straight-time hours will be paid additional hours at AE by the following formula:

$$\frac{\text{Paid straight-time hours}}{36} \times (4 \text{ hours A.E.})$$

EXHIBIT "E"

Regular shift hours shall be as follows:

1. A Shift

   6:00 a.m. until 4:30 p.m. with a thirty (30) minute lunch period on the employee's own time.

2. B Shift

   4:30 p.m. until 3:00 a.m. with a thirty (30) minute lunch period on the employee's own time.

3. C Shift

   6:00 a.m. until 6:00 p.m. with a twenty minute paid lunch if the employee is eligible for one under Exhibit "N" SPECIAL PROVISIONS FOR EMPLOYEES HIRED BEFORE 1 OCTOBER 1997 or eligible for an interference factor as set forth in Section 17 of Article XVII.

4. D Shift

   6:00 p.m. until 6:00 a.m. with a twenty minute paid lunch if the employee is eligible for one under Exhibit "N" SPECIAL PROVISIONS FOR EMPLOYEES HIRED BEFORE 1 OCTOBER 1997 or eligible for an interference factor as set forth in Section 17 of Article XVII.

Daily and Weekly Overtime Pay

1. Employees on the Four (4) Ten-hour Days Shift will be paid time and one-half for all hours in excess of ten (10) hours in a day as well as hours worked in excess of forty (40) hours in a workweek.

2. Employees on the Three (3) Twelve-hour Days Shift will be paid time and one-half for all hours worked in excess of twelve (12) hours in a day as well as hours worked in excess of thirty-six (36) hours in a workweek.

Off-Duty Day and Sunday Overtime Pay

1. Employees on the Four (4) Ten-hour Days Shift will be paid time and one-half for all hours worked during their off-duty days and double time for hours worked on Sunday.

2. Employees on the Three (3) Twelve-hour Days Shift will be paid time and one-half for all hours worked during their first, second, and third off-duty days and double time for hours worked on their fourth off-duty day.

Change of Shifts

When an employee exercises choice of shifts under Article XIV, Section 15 Choice of Shifts or when the Company changes the weekly work schedule of an employee on any shift, it will notify the employee no later than the end of the employee's shift on the last workday prior to the date the change is made. Shift changes are illustrated in Attachment A of this exhibit.

Holidays

1. When work is performed on a designated holiday, the employee will be paid double time for the hours worked plus the applicable holiday pay if otherwise qualified.

2. When a designated holiday falls on an employee's regularly scheduled workday, the employee will be paid at the appropriate rate, if otherwise eligible in accordance with ARTICLE XVII HOURS OF WORK AND OVERTIME, Section 14 Holidays, up to a maximum of ten (10) hours if on a Four (4) Ten-hour Days Shift and up to a maximum of twelve (12) hours if on a Three (3) Twelve-hour Days Shift.

3. When a holiday falls on one of the non-work days for an employee on a Four (4) Ten-hour Days Shift, the holiday will be observed on the workday closest to the holiday. When a holiday falls on one of the non-work days for an employee on a Three (3) Twelve-hour Shift, the employee shall work the normal weekly schedule and receive an additional eight (8) hours of pay for the holiday at the appropriate rate of pay.

4. In the event an employee's vacation is scheduled during a week in which a holiday occurs, vacation will be extended in accordance with ARTICLE XVI VACATIONS, Section 17. Holidays with Vacations; and if the holiday falls on what would have been a "non-workday" for the employee, the employee will receive eight (8) hours of holiday pay if otherwise eligible.

Bereavement

When a death occurs in the immediate family (as described in ARTICLE VII PAID LEAVES, Section 2 Bereavement) of an employee working a Four (4) Ten-hour Days Shift

1. The employee will, upon request, be excused for the three calendar days (excluding holidays, Saturdays, Sundays, and Mondays) immediately following the date of death, provided he attends the funeral.

2. All other rules, conditions, and limitations contained in Article VII, Section 2 shall apply.

3. If the employee is qualified and eligible, the employee will receive ten (10) hours of pay for each scheduled day of work for which he is excused.

When a death occurs in the immediate family (as described in ARTICLE VII PAID LEAVES, Section 2 Bereavement) of an employee working a Three (3) Twelve-hour Days Shift.

EXHIBIT "E"

1. The employee will, upon request, be excused for up to any three (3) normally scheduled days of work (or for such fewer days as the employee may be absent) during the three (3) calendar days (excluding holidays), immediately following the date of death, provided the employee attends the funeral.

2. All other rules, conditions, and limitations contained in Article VII, Section 2, shall apply.

3. If the employee is so qualified and eligible, the employee will receive twelve (12) hours of pay for each scheduled day of work for which the employee is excused.

Jury Duty

When an employee working an alternative shift appears for jury duty on one of his regularly scheduled working days all other rules, conditions, and limitations contained in Article VII, PAID LEAVES, Section 1 Jury Service shall apply, except:

1. When an employee on a Four (4) Ten-hour Days Shift is absent for an entire shift because of such jury duty, the employee will be reimbursed on a 10-hour-per-day basis, rather than an 8-hour-per-day basis.

2. When an employee on a Three (3) Twelve-hour Days Shift is absent for an entire shift because of such jury duty, the employee will be reimbursed on a 12-hour-per-day basis, rather than an 8-hour-per-day basis.

EXHIBIT "E"

Vacation and Christmas Shutdown

Employees on alternative shifts will schedule their vacation in weeks and one-half weeks of vacation, and receive vacation pay in accordance with ARTICLE XVI VACATION. Employees eligible for single days of vacation will be able to schedule single days in accordance with ARTICLE XVI VACATION, Section 15 Vacation Period except that employees who schedule a single day while on a Four (4) Ten-hour Days Shift will consume one and one-fourth days for each single day and employees on a Three (3) Twelve-hour Days Shift will consume one and one-half days for each single day. Partial single days may be paid out in accordance with ARTICLE XVI VACATION, Section 15 Vacation Period, Paragraph D (5), or scheduled as paid time off. A week of vacation will constitute Four (4) consecutive 10-hour days for the 4-10 scheduled employee and Three (3) consecutive 12-hour days for the 3-12 scheduled employees. Employees who would otherwise be eligible for EBH, will not be disqualified for pre-arranged PVD one time respectively during an anniversary year. Employees on alternative shifts will be scheduled for the Christmas Shutdown and be compensated at one and one-quarter percent (1.25%) of the employee's earnings as set out in ARTICLE XVI VACATION, Section 9 Christmas Shutdown, if otherwise eligible.

Temporary Inventory Adjustment Shutdowns

Employees that are scheduled for less than a full week of Temporary Inventory Adjustment Shutdown will be paid at an hourly rate of one fortieth (1/40) of the combined SUB and State System benefits the employee would have received had the employee been eligible for a full-week benefit. Employees on A Shift or B Shift will be paid ten (10) hours as the daily rate. Employees on C Shift or D Shift will be paid twelve (12) hours as the daily rate along with their C and D shift premium pay.

EXHIBIT "E"

Weekly Indemnity

If an employee on an alternative shift becomes disabled within the meaning of the Weekly Indemnity Plan, all rules conditions, and limitations contained in such plan shall continue to apply except that for each day of any portion of a disability period which would have been a regularly scheduled workday for that employee and which is less than a whole week, the amount of Weekly Benefit is obtained by dividing the Weekly Benefit contained in the Plan by four for employees on Four (4) Ten-hour Days Shifts, and by dividing the Weekly Benefit contained in the Plan by three for employees on Three (3) Twelve-hour Days Shifts.

Report-in Pay

Employees will receive Report-in Pay in accordance with the provisions set forth in Section 16 of ARTICLE XVII.

EXHIBIT "E"

Attachment A

Alternative Shift Work Week Transition

	Shift Ends	Finish of Current Pay Period Week							Shift Starts	Start of New Pay Period Week						
		Mon	Tues	Wed	Thur	Fri	Sat	Sun		Mon	Tues	Wed	Thur	Fri	Sat	Sun
A Shift to:	4:30 pm Friday		10	10	10	10			**B** 4:30 pm Tuesday		Start					
						End					10	10	10	10		
	4:30 pm Friday		10	10	10	10			**C** 6:00 am Monday	12					12	12
						End				Start						
	4:30 pm Friday		10	10	10	10			**D** 6:00 pm Monday	Start						
						End				12					12	12
B Shift to:	3:00 am Saturday					End			**A** 6:00 am Tuesday		10	10	10	10		
			10	10	10	10					Start					
	3:00 am Saturday					End			**C** 6:00 am Monday	12					12	12
			10	10	10	10				Start						
	3:00 am Saturday					End			**D** 6:00 pm Monday	Start						
			10	10	10	10				12					12	12
C Shift to:	6:00 pm Sunday	12					12	12	**A** 6:00 am Tuesday		10	10	10	10		
								End			Start					
	6:00 pm Sunday	12					12	12	**B** 4:30 pm Tuesday		Start					
								End			10	10	10	10		
	6:00 pm Monday	12					Start		**D** 6:00 am Saturday							
		End					12	12		12					12	12
D Shift to:	6:00 am Monday							End	**A** 6:00 am Tuesday		Start					
		12					12	12			10	10	10	10		
	6:00 am Monday							End	**B** 4:30 pm Tuesday		Start					
		12					12	12			10	10	10	10		
	6:00 am Tuesday	End					12	12	**C** 6:00 am Saturday	12					12	12
		12					Start									

EXHIBIT "F"
RED-CIRCLE RATES
EMPLOYEES HIRED PRIOR TO 1 OCTOBER 1997

A. Individual Red Circle Rates

1. So long as an employee listed herein is employed in the job classification(s) listed opposite his name, the "red-circle" basic rate as listed herein opposite his name shall be retained for the duration of the agreement subject to all of the provisions of this Exhibit "F".

   Employees with individual Red-Circle Rates will be set forth in Local Memorandums of Agreements, but subject to the provisions of this Exhibit "F."

2. When an employee covered by this Exhibit "F," paragraph A (above) is formally transferred from the specific job classification(s) listed opposite his name to another job classification under any of the circumstances spelled out in Article XIV, Section 13-B-(1), (2), or (3), his new rate of pay shall be established in accordance with the provisions of Article XVIII. The provisions of this Exhibit "F," paragraph A (above)shall no longer thereafter be effective for such employee.

B. Job Classification Red Circle Rates

   When employees covered by this Exhibit are assigned bargaining unit work, their rates shall be established under the Job Classification Red-Circle Rates listed below.

EXHIBIT "F"

JOB CLASSIFICATION RED CIRCLE RATES

OCC. CODE	CLASSIFICATION	REGULAR WORK ASSIGNMENT	
		If assigned to CIPP (CIPP)	If not assigned to CIPP (Non-CIPP)
C 5	SHEET AND PLATE FABRICATOR	$19.785	$22.215
C 6	CNC SHEET AND PLATE FABRICATOR	$19.785	$22.215
D 1	MACHINIST GRIND, LAP AND HONE	$20.450	$23.060
D 2	MACHINIST TURN, DRILL, BORE AND MILL	$20.450	$23.060
D 3	MACHINIST GEAR CUTTING	$20.450	$23.060
D 4	MACHINIST JOB SHOP	$21.255	$24.105
D 5	CNC MACHINIST GRIND, LAP AND HONE	$20.450	$23.060
D 6	CNC MACHINIST TURN, DRILL, BORE AND MILL	$20.450	$23.060
D 7	CNC MACHINIST GEAR CUTTING	$20.450	$23.060
D 8	CNC MACHINIST JOB SHOP	$21.255	$24.105
F 1	MANUAL ARC WELDER	$20.450	$23.060
F 2	CNC/ROBOTIC WELDER	$20.450	$23.060
F 16	SPOTWELDER	$19.785	$22.215
H 1	HEAT TREAT OPERATOR	$19.785	$22.215
K 8	ASSEMBLER	$19.785	$22.215
K 17	ENGINE TEST OPERATOR	$19.785	$22.215
L 5	PAINTER	$19.785	$22.215
M 14	ELECTROPLATER	$19.785	$22.215
M 26	MISCELLANEOUS PROCESSOR	$18.635	$20.640

EXHIBIT "F"

JOB CLASSIFICATION RED CIRCLE RATES

OCC. CODE	CLASSIFICATION	REGULAR WORK ASSIGNMENT	
		If assigned to CIPP (CIPP)	If not assigned to CIPP (Non-CIPP)
M 46	REACTION INJECTION MOLD OPERATOR	$20.450	$23.060
N 51	WELDER/FABRICATOR JOB SHOP	$21.255	$24.105
Q 1	POWER HOUSE OPERATOR AND/OR MAINTENANCE	$22.910	$26.350
Q 2	BOILER ROOM OPERATOR	$19.785	$22.215
Q 10	POWER HOUSE HELPER	$18.635	$20.640
R 5	MACHINE MAINTENANCE	$22.910	$26.350
R 7	MACHINE MOVER	$20.450	$23.060
R 9	BUILDING REPAIR & MAINTENANCE	$21.255	$24.105
R 15	REPAIR MECHANIC (INDUSTRIAL TRUCKS)	$22.030	$25.325
R 17	TRUCK, TRACTOR, TRANSPORTER OR BATTER SERVICE	$19.110	$21.225
R 18	COMMUNICATIONS & ELECTRONICS SERVICE	$22.910	$26.350
R 19	MAINTENANCE OILER	$19.110	$21.225
R 20	ELECTRICIAN	$22.910	$26.350
R 25	COMBINATION WELDER	$22.030	$25.325
R 31	SHEET METAL AND/OR PLASTICS MAINTENANCE	$21.255	$24.105
R 37	PIPE FITTING, HEATING & VENTILATING MAINTENANCE	$22.030	$25.325
R 41	MAINTENANCE PAINTER	$20.450	$23.060
R 46	FURNACE REPAIR	$20.450	$23.060
R 60	MAINTENANCE WORKER - WAREHOUSE	$21.255	$24.105

EXHIBIT "F"

JOB CLASSIFICATION RED CIRCLE RATES

OCC. CODE	CLASSIFICATION	REGULAR WORK ASSIGNMENT	
		If assigned to CIPP (CIPP)	If not assigned to CIPP (Non-CIPP)
R 62	HOIST AND PORTABLE TOOL REPAIR	$20.450	$23.060
T 1	TOOL AND DIE MAKER	$24.095	$27.710
T 4	INSTRUMENT REPAIR	$22.030	$25.325
T 5	TOOL LAYOUT INSPECTOR	$24.095	$27.710
T 10	MACHINE HAND	$22.195	$25.495
T 20	TOOL GRINDER	$21.255	$24.105
T 50	HEAT TREATER (TOOL ROOM)	$21.255	$24.105
U 1	INSPECTOR	$21.255	$24.105
U 10	PRODUCTION LAYOUT INSPECTOR	$21.255	$24.105
V 2	MATERIAL STORAGE AND RETRIEVAL	$18.635	$20.640
V 20	PRODUCTION SUPPORT	$18.635	$20.640
X 1	MACHINIST	$22.910	$26.350
X 7	MECHANIC	$22.030	$25.325
X 13	INSTRUMENTATION AND TEST MECHANIC	$22.910	$26.350
X 20	PARTS LAYOUT	$22.910	$26.350
X 26	FIELD TEST EQUIPMENT OPERATOR	$19.110	$21.225
X 45	WELDER	$22.030	$25.325
X 60	PRODUCT DEVELOPMENT SPECIALIST	$24.095	$27.710
Z 1	FACILITIES SUPPORT	$18.145	$19.820
Z 32	MACHINING SETUP	$22.030	$25.325

EXHIBIT "F"

JOB CLASSIFICATION RED CIRCLE RATES

OCC. CODE	CLASSIFICATION	REGULAR WORK ASSIGNMENT	
		If assigned to CIPP (CIPP)	If not assigned to CIPP (Non-CIPP)
Z 33	PERISHABLE TOOL – INVESTIGATOR	$22.910	$26.350
Z 35	ENGINE RELIABILITY AND/OR PUMP MECHANIC	$21.255	$24.105
Z 94	WASTE & WATER TREATMENT AND COOLANT SYSTEM	$19.785	$22.215

Note: In the application of Article XVIII, Section 8.B.1, the wage rate of their regular assignment will be the wage rate shown in the (CIPP) column above.

EXHIBIT "H"
JOINT DEERE-UAW PROGRAMS

ARTICLE I
NATIONAL JOINT EXECUTIVE COMMITTEE ON UNION-MANAGEMENT RELATIONS

To provide assistance in improving their business relationships, Deere & Company and the UAW establish a National Joint Executive Committee on Union-Management Relationships (NJEC).

The NJEC will be composed of six members -- three from the Union and three from the Company. Two of the Union members and two of the Company members shall be permanent members and will, at any point in time, be the individuals then holding the following positions:

For the Union:	Vice President and Director UAW Agricultural Implement Department
	Administrative Assistant to the above Vice President
	Designee of the Agricultural Implement Department
For the Company:	Officer of the Company Responsible for Human Resources
	Vice President, Labor Relations
	Designee, Labor Relations Staff

While other Union members and other Company members will be as designated by the respective parties, no meeting of the NJEC will be held unless at least one permanent member from each party is present.

EXHIBIT "H" – ARTICLE I

The NJEC does not replace collective bargaining, nor does it interfere in any way with the parties' grievance and arbitration procedure. Rather, it provides a new forum designed to promote better Union-Management relations through better communications, systematic fact finding, and advance discussion of pertinent developments that are of mutual interest and significance to the Union, the Company, and employees. It is understood that the composition, organization, procedures, and functions of the NJEC are not subject to the grievance and arbitration procedure of the parties' Labor Agreement.

The NJEC will meet at such times, frequency, and locations as the permanent members may mutually agree. The NJEC will have two primary functions:

A. To oversee, coordinate, and give guidance and direction to the following joint committees:

   (1) Central Safety Committee

   (2) Central Committee on Alcoholism and Drug Abuse

   (3) Central Equal Opportunity Committee

   (4) Central Apprenticeship Committee

   (5) National JDEP Committee

B. To discuss and assess other matters of mutual interest of a broad, corporate-wide nature. This would include such items as:

   (1) Monitoring and improving the overall UAW-Deere labor relations climate,

   (2) Discussing general operations and pertinent developments,

(3) Examining government relations and governmental regulations of mutual interest, and

(4) Collecting, reviewing, and disseminating information and other data necessary to perform the functions of the NJEC.

The above list of items is illustrative; and topics, including those listed, are always subject to the mutual agreement of the parties.

As appropriate, the NJEC may establish ad hoc subcommittees or working groups to explore or resolve selected issues. Where there are appropriate issues of mutual interest and concern, the NJEC, upon approval of the Company's Director of Labor Relations and the Director of the UAW Agricultural Implement Department, may request periodic meetings between members of Company operating management and members of the UAW leadership.

Periodically, the NJEC may direct the preparation of a presentation on the state of the UAW-Deere relationship. As approved by the Company's Director of Labor Relations and the Director of the UAW Agricultural Implement Department, this presentation may be made to members of the Company's senior management and/or Union leadership bodies.

ARTICLE II
CENTRAL SAFETY COMMITTEE

Section 1. Membership of Central Safety Committee

The Central Safety Committee shall be composed of two (2) Union members from the International Union and two (2) Company members from the General Office of Deere & Company.

Section 2. Meetings

The Central Safety Committee shall meet at the call of either party at mutually agreeable times and places.

Section 3. Minutes of Meetings

Minutes of Committee meetings shall be taken by one of the Company members of the Committee. A copy of the minutes will be furnished to the Union.

Section 4. Function of Central Safety Committee

A. Review and keep informed of new developments, pertinent legislation, administrative rulings and court decisions which relate to the health and safety program of the Company.

B. Review and evaluate programs of the Company which involve improving the work environment of employees represented by the Union.

C. Review lost time accidents, fatalities, catastrophes, and cases involving blindness or amputation involving employees represented by the Union.

D. Review the action taken or progress made in connection with recommendations made by the Committee at its previous meeting. Such recommendations may include joint union-management inspections and investigations, if necessary.

EXHIBIT "H" – ARTICLE II

E. Review such items as: appropriate training for local Union Safety Representatives, safety training for employees, safety information contained in the joint orientation program, health and safety training for apprentices, plant injury and illness data, matters referred by plant safety committees.

ARTICLE III
EQUAL OPPORTUNITY PROGRAM

Section 1. Purpose

The Company and the Union jointly recognize that members of "protected classes," as that term is used in Presidential Executive Orders and in Federal and State Legislation, should be afforded full opportunities for advancement. The parties further recognize that it is their joint responsibility to provide these individuals equal treatment and opportunity in all aspects of their employment.

Section 2. Implementation

To implement this purpose the parties agree to establish a joint committee for each bargaining unit covered by this Agreement; and, in addition, a Deere & Company-International Union Central Committee.

Section 3. Central Committee

A. The Central Committee shall be composed of two (2) members from Deere & Company and two (2) members from the International Union UAW.

B. The Central Committee shall appoint a Chairman and Secretary from those members serving. When a Company member is Chairman, a Union member shall be Secretary and vice-versa.

C. The Central Committee shall meet once a year, or at the call of the Chairman, to review, make recommendations, and approve any contemplated changes relative to the effective operation of the program.

D. The functions of the Central Committee will include the following:

(1) To join in an effort to encourage such employees to enter the Apprentice or Training Programs leading to positions in the skilled trades area.

(2) Should the joint effort among seniority employees fail to enlist such employees, the Company will recruit from outside sources, even though contrary to express contract provisions, in order to achieve representation by such employees in the skilled trades area; and in order to more fully satisfy State and Federal Legislation and Executive Orders in this area.

(3) To monitor the progress and effectiveness of each factory program.

(4) To assist in solving problems which may arise in the factory programs.

(5) To keep informed of new developments, pertinent legislation, administrative rulings, and court decisions.

Section 4. Factory Committee

A. The Factory Committee shall be composed of three (3) members from management and three (3) members from the Union.

B. The Factory Committee will meet monthly on a day and time mutually agreed upon.

C. The function of the Factory Committee shall be:

(1) To join in an effort to encourage employees of protected classes to enter the Apprentice or Training Programs leading to positions in the skilled trades area.

(2) To review general areas of alleged or possible employee discrimination within the factory and to make recommendations for the elimination of such problem areas if and when they occur.

(3) To discuss charges of alleged discrimination filed against the Company, the Union, or both, by any individual local, state, or federal agency.

(4) To review copies of all written grievances involving discrimination filed by employees in the bargaining unit. The Manager of Labor Relations will furnish copies of such grievances to the Committee. The Chairman may be present when such grievances are discussed by the Committee.

D. Minutes shall be taken of the Committee meetings by one (1) of the Company members on the Committee; and, if acceptable, the minutes shall be signed by the Union and Company members of the Committee.

E. The Company shall pay the Union members of the Factory Committee for time lost from work up to a maximum of one (1) hour each for attending each monthly meeting. Such pay shall be at his regular hourly rate if hourly paid, or at the rate of the employee's average straight-time hourly earnings if incentive paid as provided in the Wage Article.

ARTICLE IV
CENTRAL APPRENTICESHIP COMMITTEE

Section 1. Membership of Central Apprenticeship Committee

The Central Apprenticeship Committee shall be composed of two (2) Union members from the International Union and two (2) Company members from the General Office of Deere & Company.

Section 2. Meetings

The Central Apprenticeship Committee meetings shall meet at the call of either party at mutually agreeable times and places.

Section 3. Minutes of Meetings

Minutes of committee meetings shall be taken by one of the Company members of the committee. A copy of the minutes will be furnished to the Union.

Section 4. Function of Central Apprenticeship Committee

A. Review and keep informed of new developments and new technology introduced into the factories.

B. Review and evaluate apprenticeship and training programs of the Company.

C. Review matters of discussion referred by factory Joint Apprenticeship Committees.

D. The Central Committee will keep the local factory committees advised of pertinent matters discussed.

ARTICLE V
JOINT ORIENTATION PROGRAM

The Joint Orientation Program for new employees will continue. However, the existing Joint Orientation Program will not be revised until a sufficient number of units begin hiring new employees.

EXHIBIT "K"
JOHN DEERE JOB SECURITY PROTECTION PROGRAM

Section 1. Statement of Purpose

In recent contracts the Company and the Union agreed to various types of programs such as the Protected Employee Group (PEG) Program, the John Deere Jobs Preservation (JDJP) Program, and the John Deere Employment Program (JDEP) to address employee concerns about job security. In general, the parties would agree that these past programs achieved a degree of success in meeting certain objectives. This new John Deere Job Security Protection Program builds partially upon past principles, but includes important new features that should assist in broadening employment opportunities for new employees of the Company.

Section 2. Basic Benefit and Employment Guarantees

A. Employees hired prior to 1 October 1999 will be entitled to job security protection for each Program Year as set forth in Section 3 of this Exhibit.

B. Active employees hired on or after 1 October 1999, but prior to 1 October 2004 with fifteen (15) or more years of seniority at the time of layoff will be entitled to job security protection for each Program Year as set forth in Section 3 of this Exhibit.

C. Active employees hired on or after 1 October 2004, but prior to 1 October 2009 with twenty (20) or more years of seniority at the time of layoff will be entitled to job security protection for each Program Year as set forth in Section 3 of this Exhibit.

EXHIBIT "K"

Section 3. Job Security Protections

A. Basic Protections of Program

The basic commitment of the Company is that during the time that employees are eligible for job security protection, as defined in Section 2 of this Exhibit, they will no longer be subject to layoff beyond temporary inventory adjustment shutdown/layoffs and other limited conditions. This commitment provides true employment security because the risk of long term layoff and loss of recall rights is virtually eliminated for protected employees. The obligation to provide benefits to eligible employees under the job security provisions of this program shall arise, with the exceptions set forth in Section 4 below, in any case where an action by the Company would normally result in the layoff of an employee who is eligible for job security protection. Where applicable, the benefits provided can be generally defined as the opportunity for active work and/or other constructive activities and assignments for at least forty (40) hours in each workweek.

B. Program Year

A Program Year shall run from the first Monday in October each year to the first Monday in October of the following year.

C. Maintenance of Eligibility

An employee's ability to maintain job security protection shall be dependent upon that employee's seniority, skill, ability, and the other determining factors as provided for in the Master and Local Agreements.

EXHIBIT "K"

D. Loss of Job Security Protections

An employee who is eligible for job security protection under the provisions of Section 2 of this Exhibit, shall lose the rights and benefits of that protection as provided for in Paragraph A above under the following circumstances:

1. Discharged for "good and just cause;"

2. Disciplinary suspension (for the period of the suspension);

3. Voluntary termination (including terminations under Article XIV, Section 13-A, subparagraphs 1 and 3 of the Agreement);

4. Retirement;

5. Death;

6. Refusing placement into Resource Pool;

7. Refusing assignment once in Resource Pool;

8. Failure to sign up for outside LMAS List after plant closing has eliminated employee's job;

9. Failure to accept an assignment from the LMAS or Outside LMAS List under the conditions set forth under 8 above.

Section 4. Temporary Layoffs

Employees are not protected against layoff in the following situations, which may result in a reduction of the benefits provided under this Program including a reduction in the forty (40) hours of available work in each workweek.

EXHIBIT "K"

A. Short Term Layoffs

Layoffs which fall under Article XIV, Section 4-A-5 and layoffs during the annual inventory and vacation shutdown period referred to in Article XIV, Section 4-A-3, to employees who do not have sufficient vacation to cover the shutdown period. (No employee shall be laid off during a scheduled annual inventory and vacation shutdown unless the employee does not have sufficient continuous employment to be entitled to any vacation at the time of the shutdown.)

B. Temporary Inventory Adjustment Shutdowns/Layoffs

1. Temporary reductions in the workforce of up to ten (10) workweeks in any Program Year for the purposes of reducing or avoiding an increase in inventory because of sales prospects may be scheduled by the Company, unless with the approval of the National John Deere Job Security Protection Program Committee, the Chairman of the Shop Committee and the Company agree to additional workweeks.

2. The ten (10) workweek exception may be scheduled (in whole or part) by a Company facility, department, and/or distinct group of related operations in each covered bargaining unit; however, at the John Deere North American Parts Distribution Center and Parts Depots, such shutdowns may be scheduled by individual employee. For the purposes of applying this paragraph, the John Deere Waterloo Works-Westfield, John Deere Product Engineering Center, John Deere Waterloo Works-Tractor and Cab Assembly Operations, John Deere Waterloo Foundry, and John Deere Engine Works will be treated as separate facilities. Such shutdowns may be scheduled for different times and durations. The layoff and/or recall provisions of the Master and Local Agreements shall not be applicable to such shutdown workweeks.

EXHIBIT "K"

3. The ten (10) workweeks (or any portion thereof) may be consecutive or nonconsecutive, but must be scheduled in full workweek periods, however, up to five (5) workweeks (i.e., twenty-five (25) working days) of the ten (10) workweek shutdown periods may be taken in less than full workweeks.

4. Individual employees in any unit shall not be adversely affected (i.e., subject to more than ten (10) workweeks of shutdown) under this section in any Program Year.

5. Employees placed on layoff under this Section will be paid a benefit for that week as provided under the applicable Supplemental Unemployment Benefit Plan, if otherwise eligible.

6. Employees affected by inventory adjustment shutdown/ layoffs will be considered scheduled for work for the purpose of determining holiday pay and vacation shutdown pay.

7. Supplemental Unemployment Benefits which are paid to employees pursuant to the provisions of Paragraph 5 of this section will not be used to count against an eligible employee's entitlement to receive such benefits in the event the employee is laid off pursuant to the provisions of Article XIV, Section 5.

8. For the purposes of this Section, a workweek is defined as a period of seven consecutive days beginning on a Monday.

9. Notification of adjustment shutdown/layoffs will be made in accordance with Article XIV, Section 7. For inventory adjustment shutdowns/layoffs of less than a full workweek, notification of such layoff shall be made before the end of the employee's preceding shift.

10. Adjustment shutdowns/layoffs that fall in the same week as a Holiday will be scheduled as individual days. If an adjustment shutdown/layoff week follows a vacation shutdown week, in which a Holiday occurs, individual days will be scheduled for the adjustment shutdown/layoff week.

C. Other Exceptions

1. Layoffs arising out of or resulting from acts of God, or other events beyond the Company's control.

2. A sale of the Company or any covered plant or facility shall eliminate the John Deere Job Security Protection Program and any of the benefits hereunder for all affected employees, as of the closing date of the sale.

3. After the Company notifies the Union, in writing, of its final decision to permanently shut down a facility, there will be no further grow-in to the job security protections as provided in Section 2 of this Exhibit.

Section 5. Resource Employees

A. Purpose of Resource Pool

A Resource Pool may be maintained at each unit in order to provide continued employment opportunities to employees who would otherwise be subject to layoff based on their seniority status under the seniority provisions of both the Master and Local Agreements.

EXHIBIT "K"

B. Assignments of John Deere Job Security Protection Program Protected Employees in the Resource Pool

When an employee has job security protection pursuant to this Program, and the Company does not have a vacant work assignment for the individual, the Company may assign such employee to the Resource Pool. The parties recognize that the scope of such protections requires flexibility with regard to the assignment by the Company of duties and activities to Resource Pool employees and the selection of Resource Pool employees for training. Therefore, the following special assignment rules may be utilized for John Deere Job Security Protection Program protected employees who have been placed in the Resource Pool.

1. Placed in a training program.

2. Used as a replacement to facilitate the training of another employee or the assignment of another employee on a non-traditional job.

3. Given a job assignment within or outside the Bargaining Unit which may be non-traditional.

4. Placed in an existing opening.

5. Given a job assignment in another Bargaining Unit within the "Labor Market Area" as defined in Article XIV, Section 9. In such a case, the rights of the Resource Pool employee so assigned shall be identical to those he would have realized had he been hired from the LMAS list. No Resource Pool employee will be assigned to another Bargaining Unit in the Labor Market Area unless he is senior to the employee on the LMAS list who would otherwise have been hired for the opening, and either agreed to accept the assignment or is the least senior employee in the Resource Pool.

6. Temporarily transferred from a Bargaining Unit in the Quad-City area to any other Bargaining Unit in the Quad City area for up to one hundred and twenty (120) workdays in any Program year; provided, however, that temporary assignments under this paragraph to covered Bargaining Units at other locations shall not be made if employees remain on the recall list at that location. Reasonable assignments between Bargaining Units at separate locations for training purposes will not be subject to this restriction.

7. Given other assignments consistent with the purposes of this Exhibit. (For example, the Company may create jobs for Resource Pool employees under this paragraph by adding work to the factory that expands upon what has historically been the work of the Bargaining Unit.)

C. General Resource Pool Assignment Provisions

1. It is recognized that both John Deere Job Security Protection Program protected employees and non-protected employees may be placed into the Resource Pool as a result of the application of the seniority provisions of the Master and Local Agreements. The Company's assignment of Resource Pool employees shall not be restricted by seniority rules or other practices.

   (a) Employees assigned from the Resource Pool to temporary assignments in the Bargaining Unit will work the same schedules as the department and/or classification to which they are assigned including any required overtime. Such employees will be treated the same as any other employee with respect to any contractual notice requirements for such overtime unless it is impossible to do so. Any overtime worked by employees while on Resource Pool assignments will not be charged to any overtime unit or group.

(b) Employees in the Resource Pool, should be fully utilized to the best extent possible. Consequently, the Company will endeavor to assign Resource Pool employees to assignments whenever possible. In the event that the Company assigns no duties to a Resource Pool employee, he shall remain available for assignment upon reasonable notice in accordance with rules and procedures established by the Company for administration of the Resource Pool.

(c) Employees, assigned to the Resource Pool shall be removed from the Resource Pool in seniority order pursuant to the Master and Local Agreements, as vacant work assignments become available, provided they are qualified to perform the work required.

2. The Company and International Union have agreed to the following guidelines to administer the Resource Pool:

(a) The wage rate of an employee transferred to the Resource Pool shall be established as the wage rate of the employee's last regular assignment prior to being placed into the Pool.

(b) The wage rate of a Resource Pool employee who is temporarily assigned shall be the wage rate of the temporary assignment or the wage rate as established in paragraph (a) above, whichever is higher.

(c) Such employees shall not be eligible for Income Security Benefits.

(d) Resource Pool assignments will be considered temporary and not subject to provisions governing permanent filling of vacancies or the application of shift preference.

(e) An employee who is eligible for job security protection may decline the opportunity to be assigned to the Resource Pool, or while in the Resource Pool, decline an assignment. In such event, the employee will no longer be considered in the Resource Pool. The employee will be laid off until recalled in seniority order to a non-Resource Pool position. In no case may the employee then claim a violation of seniority rights because of a lesser seniority employee's job assignment.

Section 6. Administration

A. At each Bargaining Unit covered by the 2009 Master Agreement, a Local John Deere Job Security Protection Program Committee will be established.

B. The membership of the Committee will consist of the unit(s) Manager(s) of Labor Relations/Human Resources and a maximum of three other designated Company representatives, and the President and Chairman (Chairmen) of the Bargaining Unit and two other committeemen.

C. The duties of the Local Committee will be:

1. Periodically review the size and makeup of the Resource Pool and review the impact of openings as well as future requirements.

2. Monitor the placement and assignments of employees in the Resource Pool.

3. Review the assignment of Resource Pool employees to non-traditional work assignments for employees in the Resource Pool where practicable both within or outside the Bargaining Unit.

4. Review any complaint regarding the administration of the John Deere Job Security Protection Program. Refer unresolved complaints to the National Committee. Only those matters involving the size of the Resource Pool, or governing the treatment of an employee assigned to or impacted by the Resource Pool will be subject to the Grievance Procedure.

5. Jointly develop and initiate proposals to improve operational effectiveness to secure existing jobs and to attract customers and additional business, thus providing additional job opportunities.

D. A National John Deere Job Security Protection Program Committee will be established at the Deere & Company-International Union level consisting of three (3) representatives selected by the Company and three (3) representatives selected by the Director of the UAW Deere Department.

E. The National Committee will meet periodically as required to:

1. Monitor the efforts of the Local Committees.

2. Approve Local Committee efforts to improve operational effectiveness and coordinate those actions when appropriate.

F. The National John Deere Job Security Protection Program Committee is specifically empowered to periodically review and evaluate the operation of this Exhibit and make mutually satisfactory adjustments to its provisions.

EXHIBIT "K"

ATTACHMENT A

EXHIBIT K
(JOHN DEERE JOB SECURITY PROTECTION PROGRAM)

SPECIAL PROGRAMS FOR DESIGNATED ELIGIBLE EMPLOYEES

A. Voluntary Termination of Employment Program

The National John Deere Job Security Protection Committee may, from time to time and for specified periods, authorize the following Program for designated eligible employees or may approve requests from Local John Deere Job Security Protection Program Committees for implementation of such Programs. Employees must apply within 60 days after the date any such Special Program is made available to them.

The Voluntary Termination of Employment Program (VTEP) provides a guaranteed lump sum benefit payment subject to the conditions and limitations contained herein. This Program is applicable to employees with at least one year of seniority who are at work on or after the effective date of the Agreement.

DESCRIPTION OF PROGRAM BENEFITS	
YEARS OF SENIORITY AS OF APPLICATION DATE	**$ AMOUNT**
1 but less than 2	$15,000
2 but less than 5	21,000
5 but less than 10	37,000
10 but less than 15	47,000
15 but less than 20	62,000
20 but less than 25	67,000
25 or more	72,000

The maximum gross amount of the benefit payable under this Program is $72,000 for employees with 25 or more years of seniority.

In no event, however, shall the amount of a VTEP payment provided under this Program exceed such amount permissible under the Employee Retirement Income Security Act of 1974 (ERISA).

Any VTEP payment to an eligible employee will be reduced by the employee's outstanding debts to the Company or to the Trustees of any Company Benefit Plan or Program.

An employee who accepts a VTEP payment shall cease to be an employee and shall have their seniority broken at any and all of the Company's plants as of the date application for a VTEP payment is received.

An employee who receives a VTEP payment and who is subsequently reemployed by the Company will not be eligible for any future VTEP payments until the employee has five or more years' seniority following such reemployment. No seniority used to determine the amount of a previous VTEP payment shall be used in determining a subsequent VTEP payment.

An employee who accepts a VTEP payment shall be provided with coverage under Hospital, Surgical, Medical and Prescription Drug Expense Benefits Insurance - Nonoccupational (excluding Dental, Vision Care and Hearing Aid Expense Benefits) as set forth in Appendix "B" for a period of six (6) months dating from the end of the month following the month in which the employee last worked.

EXHIBIT "K"

B. Employment Security Pension Program

The Company may from time to time and for specified periods offer the following Program for designated eligible employees.

The Employment Security Pension Program provides pension benefits under the John Deere Pension Plan for Wage Employees (the Plan) subject to the eligibility terms and conditions contained in such Plan. This Program is applicable to employees who are at work, or in a Resource Pool, on or after the effective date of this Agreement.

EXHIBIT "N"

SPECIAL PROVISIONS FOR EMPLOYEES HIRED BEFORE 1 OCTOBER 1997

The following special provisions will apply to all employees whose last date of hire into one of the bargaining units covered by this Agreement was before 1 October 1997.

EARNED BONUS HOURS

Employees covered by this Exhibit will be able to earn Earned Bonus Hours on same basis as they were under the 1994-1997 MASTER FACTORY AGREEMENT. (That Agreement's ARTICLE II. GENERAL CONDITIONS, Section 7. Earned Bonus Hours (pages 6 - 8) is incorporated into this Exhibit for that purpose.) Instead of the automatic payout date provided in that section, however, beginning with the 1998 payout, the hours accrued each contract year will be paid as a Christmas Bonus on the pay day preceding the Christmas shutdown each year. Beginning with the 2003 payout, and each year thereafter, such bonus will be computed in accordance with Article XVIII, Section 12, Computation of Average Straight-time Hourly Earnings.

PERSONAL VACATION DAYS

Employees covered by this Exhibit will be eligible for six (6) days of PVD at eight (8) hours per day.

EXHIBIT "N"

VACATION PLAN – VACATION WEEKS

Years of Continuous Employment	Weeks of Vacation
1 year but less than 5	1 week
5 years but less than 10	2 weeks
10 years but less than 20	3 weeks
20 years but less than 25	3 ½ weeks
25 or more years	4 weeks

The vacation computation will be calculated using Article XVI, Section 8 of the 1994–1997 MASTER FACTORY AGREEMENT (PAGES 106–107).

PAID LUNCHES

Employees covered by this Exhibit will continue to be scheduled for continuous operation lunch periods and receive paid lunches when assigned to continuous shifts as described in the 1994 - 1997 MASTER FACTORY AGREEMENT (That Agreement's ARTICLE XVII. HOURS OF WORK AND OVERTIME, Section 8. Paid Lunch Periods, and Section 9. Continuous Operation Lunch Period (pages 120 - 123) are incorporated into the Exhibit for that purpose.)

SHIFT PREMIUM PAY

Employees covered by this Exhibit will continue to be eligible for shift premium pay of sixty (60) cents per hour, for those employees who work second shift, and ninety (90) cents per hour, for those employees who work third shift.

INCOME SECURITY BENEFITS

Employees covered by this Exhibit who become eligible for ISB benefits will have their benefit computed in accordance with the provisions of the 1994 - 1997 MASTER FACTORY AGREEMENT. (That Agreement's ARTICLE XV. INCOME SECURITY BENEFITS , Section 3. Computation (pages 101 - 104) are incorporated into the Exhibit for that purpose.)

EXHIBIT "N"

SHP BUYOUT PROVISIONS

The SHP Conversion Factor which was established for eligible employees during the term of the 1994-1997 Agreement will be used as it was during that Agreement for computing earnings for input hours in CIPP applications and for determining pay in the special pay provisions identified in Article XVIII. WAGES, Section 7. 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 1994 and 3 March 1995, who do not have SHP Conversion factors, will be guaranteed their weekly attendance hours times their hourly rate of pay (Exhibit "F" Non-CIPP) 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.

SPECIAL PAY PROVISIONS

In the application of Article XVIII WAGES, Section 7 Special Pay Provisions, paragraph B, CIPP assigned employees covered by this Exhibit who are assigned to Non-CIPP work while their regular CIPP plan is in operation shall be paid their Average Straight-time Hourly Earnings as computed according to Article XVIII, Section 12.

EMPLOYMENT SECURITY

Employees covered by this Exhibit will be eligible for job security protection as provided under the 1997-2003 AGREEMENT's Exhibit "K" JOHN DEERE EMPLOYMENT PROGRAM.

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(OVERTIME POLICY)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

During the course of our negotiations for the current Labor Agreement, the Company agreed to establish policies related to overtime in the factories. The intent of this letter is to state the policy of the Company for employees who are asked to work on (1) daily overtime; (2) Saturday and first off-duty day overtime; and (3) Sundays, holidays, and second off-duty days. It is our intent where questions arise out of situations involving these categories that the Manager of Labor Relations, upon a request from the Chairman of the Shop Committee, will make himself available to review the situation.

1. Daily Overtime:

   A. Except as provided in B below, an employee will not be required to work daily overtime unless he has been given twenty-four (24) hours' prior notice of the overtime assignment.

B. In a situation created by the absence of an employee on the succeeding shift, an employee may be required to work one (1) hour of daily overtime without prior notification. Overtime occasioned by such absence will not be considered as overtime except for pay purposes.

2. Saturday and First Off-Duty Day Overtime:

   A. 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.

   B. No employee will be required to work overtime for more than three (3) consecutive Saturdays and first off-duty days.

   C. For no more than five (5) occasions during a contract year, an employee required to work overtime under this paragraph will be excused from a Saturday or first off-duty day overtime assignment provided he notifies the Company two (2) working days prior to the overtime day.

   D. 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 Company will review with the Union the degree of interference in order to obtain immediate resolution of the problem. Nothing herein is intended to permit or condone concerted activity by employees, and the Company is not hereby precluded from limiting the number of employees taking time off and from taking appropriate disciplinary action for any such activity.

3. 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, or in the A-7, Holding Furnace Attendant job classification.

4. 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 Article XVII, Section 1, unless they are part of the employee's regularly scheduled workweek.

5. Exceptions:

   When necessary work is required to protect the physical plant and/or equipment.

Kenneth C. Huhn

JOHN DEERE

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(METRIC TOOLS FOR EMPLOYEES)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

During the course of negotiations, the parties discussed the subject of conversion to the metric system and its effect on certain employee-owned tools. The Company indicated that it intended to make available during the transition period necessary metric tools and calibrated measuring instruments to employees when required in the performance of their work. Such tools will be available in the tool cribs and checked out to employees when they have need for them.

At the point in time when the Company requires employees to provide their own metric tools, the Company and Union will meet to discuss the subject.

Kenneth C. Huhn

JOHN DEERE

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(LAYOFFS --OVERTIME)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Pursuant to our discussion during negotiations, the Company agrees that in the event there are qualified seniority employees who are reduced from their seniority classification or on layoff and the Company anticipates production requirements that would necessitate the scheduling of overtime, or is scheduling overtime for extended periods of time, the Company will at the request of the Union meet and attempt to work out a mutually satisfactory solution to the problem. The Company will consider all pertinent facts presented at this meeting and will base its decision on a review of such facts.

Kenneth C. Huhn

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(MUTUAL ACCEPTANCE)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

During negotiations, the parties had occasion to revisit the matters addressed in the Letter on MUTUAL ACCEPTANCE which has been a part of UAW-Deere collective bargaining agreements since the mid-1970's.

In the course of those discussions, the parties were reminded of the Letter's original foundation and purpose. Among the results of that exercise, was the resolution by the parties that their position on these matters should be restated in order to reaffirm certain principles and to clarify others.

Mutual Respect

It is acknowledged that contacts between the Company and the Union are based on a relationship of respect, understanding and cooperation. Such respect, understanding and cooperation at the Corporate-International Union level contemplates a continuation of contacts between the parties on items of mutual interest as they arise. Such items include, but are not limited to, any relocation, purchase, and the building of facilities. In all facilities the Company will, as it has in the past in regard to Union relations, conduct itself in its relationships with hourly paid employees who perform traditional production.

Neutrality

The Company will maintain a neutral position with respect to both the UAW, and Union representation generally, during any organizing campaign conducted by the UAW and directed toward an appropriate unit of unorganized production and maintenance employees at any majority-owned manufacturing or warehousing facilities which are included in the Company's domestic agricultural and/or industrial equipment operations. By a neutral position, the parties mean that they will not directly or indirectly attack or communicate anything of a negative or derogatory nature about the other party or about labor unions or employers generally.

Procedure For Resolving Representation Questions

If the Union contends that a majority of the employees in one of the units described above wish to be represented by the Union, the Company agrees that it will resolve all questions associated with such contention in accordance with one of the following procedures.

First, the Company may agree to resolve such issue by means of a mutually acceptable procedure for confirming the Union contention of majority support which will be conducted by a mutually agreeable third party.

Second, if the Company does not agree to resolve the issue as described above, it agrees that any such issue (including but not limited to issues involving voter eligibility and scope of the appropriate bargaining unit) will be resolved by means of an expedited submission to a mutually agreeable third party who will determine the question of representation by means of a secret ballot election conducted on an expedited basis after the Union produces a 30 percent or more showing of interest. With respect to any issue properly submitted to the third party in accordance with this Letter, the determination by such third party shall be final and binding on the Company and the Union. The Company and Union agree that the third party shall apply NLRB law, the third party will not retain jurisdiction after deciding the question of representation, and the third party shall have no power to alter, change, detract from or add to the provisions of this Letter.

FOR THE COMPANY:

Kenneth C. Huhn

JOHN DEERE

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(SAFETY POLICIES AND PROCEDURES)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

During the course of negotiations, the parties discussed at length the Company's policies, procedures, and practices as they relate to health and safety.

A. As a result of these discussions the Company agreed to provide:

1. A review by the local safety committees of lost time accidents as well as potentially serious near misses. This review will normally take place at the next scheduled meeting.

2. Prompt attention to maintenance and housekeeping conditions which constitute a recognized health and safety problem.

3. Continuing safety instruction for employees, such as supervisors' safety meetings and job instruction.

4. Safety orientation for employees transferred within the plant.

5. Material Data Sheets for review by the Local Union Safety Representative and the International Union where such Material Data Sheets are available.

6. Medical testing for employees involved in certain occupations as deemed necessary.

7. Factory surveys by the Company Industrial Health & Safety staff. Data from such surveys made as a result of a grievance will be provided to the Union.

8. Continued cooperation with International Union Health & Safety Representatives.

9. Pulmonary function tests for employees involved in certain occupations as deemed necessary.

10. Adequate medical facilities and staffs.

11. Proper consideration of heat and noise in new and existing facilities.

12. Regular preventive inspection and maintenance of equipment and machinery that relate to employee health and safety. Items that must be covered include but are not limited to; cranes, hoists, lifting devices, mobile equipment, safeguarding systems, ventilation systems used for contaminant control, platforms, machining fluid systems and fall prevent systems.

13. Cooperation with selected *competent independent* research organizations.

14. Periodic audits of plant lock-out procedures.

15. Annual training and education for the Local Union Safety Committee.

16. Oil Mist/Total Particulate Surveys conducted by the Company Industrial Health and Safety staff will be made available to the joint Safety Committee. The Company will institute feasible engineering controls to reduce machining fluid exposures.

B. The Company will provide employees who come in contact with hazardous materials with training on the safe use of such materials. Such training will be reviewed with the Local Union Safety Representative. The Company agrees to provide employees exposed to hazardous materials with the Material Safety Data Sheets for those materials during the shift that the request was made, provided sufficient time is available.

C. The Company is committed to purchase only those hazardous materials that have adequate Material Safety Data Sheets and labels. Also the Company will request that suppliers of hazardous materials provide it with identifiable chemical names and composition of such products on their Material Safety Data Sheets as required by the regulations. When reviewing Material Safety Data Sheets on new or different products, the Company will confirm supplier provided health warnings through toxicology references. The Company is committed to the proper labeling, as required by the standard, of all transfer containers used to carry hazardous materials and will make an ongoing effort to accomplish this goal. Further, the Company will make an ongoing, good faith effort to maintain consistent enforcement of this program. This program will be monitored by both factory personnel and Deere & Company in order to assure that each facility has an effective hazardous material program. The Union Safety Representative will be invited to attend the facility's Hazardous Material Review Committee Meetings. The Company is committed to continuously reduce both the number of and quantity of hazardous materials used at each facility.

D. Provide for prompt notification to the Local Union Safety Representative and the International Union Central Safety Committee of fatalities and accidents involving loss of limb. Access to the factory will be provided to the Local Union Safety Representative and the International Union Central Safety Committee in order to conduct an investigation. A representative designated by the Company will be present during this investigation.

E. The Union Safety Representative may accompany governmental health and safety inspectors and International Union health and safety professionals on factory inspections.

F. The Company strives to achieve a "No Hands in the Die" policy. However, some "draw jobs" currently run on mechanical or hydraulic presses, require employees to place their hands and arms in the die hazard area for part loading and unloading. In these situations, the following additional safeguards will be provided:

1. The presses will be equipped with a set of two-hand control buttons for each operator/helper. All buttons must be activated simultaneously to cycle the press.

2. The press operator(s)/helper(s) must hold the two-hand control buttons down during the full press cycle.

3. The presses will be equipped with mechanical safety blocks or ram/slide locks that will prevent the press ram from accidentally falling while the employees are reaching into the die hazard area.

G. Review the confined space/entry program. When work assignments require employees to enter confined spaces, appropriate precautions will be taken in accordance with safe work practices such as: air sampling, ventilation when necessary, communications systems, personal surveillance arrangements, and adequate support personnel, as required.

H. The International Union, Local Unions, Union and Joint Safety Committees and Union members of such Safety Committees, and Union officials, employees and agents shall not be liable for any work-connected injuries, disabilities, diseases, deaths or loss resulting there from which may be incurred by employees of the Company or its subsidiaries or by third parties while on Company property. This is not intended to, and does not, increase the Company's liability in such cases beyond its normal exposure, if any (i.e., Workers Compensation).

The Company shall have the responsibility to continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Union shall cooperate with the Company's efforts to carry out its obligations.

As stated in these discussions, the Company reaffirms its commitment to continue and improve these policies, procedures, and practices as they relate to health and safety. Any questions which might arise may be reviewed by the Central Safety Committee.

Kenneth C. Huhn

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(PREFERENTIAL SENIORITY)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

During negotiations, the parties discussed the question of "superseniority" or "preferential seniority" for Union officers in the light of recent NLRB decisions which make such coverage improper for certain Union positions.

It is the intent of the parties to abide by the NLRB rulings. Therefore, the parties agree to administer the Agreement so as to provide "superseniority" or "preferential seniority" coverage only for a Union member who is involved in either grievance handling or the administration or negotiation of bargaining agreements on the plant level.

However, should the NLRB rulings be overturned or modified on appeal, it is the understanding of the parties that, to the extent permitted by such appeal decision, "superseniority" or "preferential seniority" coverage will revert to the provisions previously contained in the Agreement.

Kenneth C. Huhn

JOHN DEERE

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(SOURCING)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

During negotiations, the Union raised numerous concerns over the Company's sourcing actions and their impact on past and future employment opportunities.

The Company shares the Union's interest in optimizing employment opportunities and growing the business. It is recognized, however, that decisions resulting in insourcing or outsourcing will need to be continued for the efficient operations and survival of our business and the long term job security of our employees.

Recognizing the sensitivity and level of concern over this issue, the Company agrees to the following procedures to ensure Union input into the Company's sourcing decisions. Discussions will take place as provided below:

1. The Company will provide written notification to the Local Union of contemplated sourcing actions at least one hundred and twenty (120) days in advance, or longer when possible, including the reason for such contemplated action. This notice period will be used to share information and have mutual discussions as required. Prior to implementing a final sourcing decision, the Company and Union will consider such factors as the available market (whether internal or external) for the work in question, the total cost involved, quality, the availability of the requisite technology, capital, the ability to comply with statutory requirements, timeliness of implementation, possession and availability of Company equipment, as well as the impact of such a decision on both the long term job stability of Deere employees and the effect on future job opportunities.

2. Within ten (10) days of notification, a meeting will be held between local Company and Union representatives to review and discuss sourcing actions being contemplated by the Company. During this meeting, the Company will provide full information and discuss in detail:

   a. its reason(s) for the contemplated sourcing action,

   b. Data used to support the contemplated sourcing action, and

   c. any alternatives to the contemplated sourcing action.

3. Within thirty (30) days of the meeting in paragraph (2) above, the Local Union may present a written proposal to either keep existing work in-house or to in-source previously outsourced work and/or bring in new work to offset any job loss associated with the contemplated sourcing action. For this purpose, new work means any work unlike or dissimilar to work currently performed by any Deere-UAW bargaining unit. Such proposal will take into account the criteria stated in paragraph (1) above. Such proposal may also include Union input into product and/or work process and other changes that may impact the cost and quality of the work sufficiently to keep the work in-house.

4. In all cases, the Company will have the final responsibility for making the sourcing decision and will communicate such decision promptly to the Union.

5. In cases where the Local Union claims that sourcing actions are not being made consistent with the provisions of this letter, these situations may be referred to Step 3 of the grievance procedure.

6. It is understood that the Company's open discussion with the Union of sourcing and related plans may require the Union to keep information confidential until the Company consents to its release. The Company, on its part, also agrees not to release to outsiders any information or proposals developed as a result of discussions with the Union, nor to use the results of such discussions to obtain more attractive contract terms from outsiders in lieu of keeping the work in-house.

7. For the purpose of this Letter of Agreement, sourcing means everything but low volume/low value-added repair parts.

Kenneth C. Huhn

JOHN DEERE

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(STRIKER REPLACEMENT)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Over the years, Deere & Company and the UAW have made a sincere effort to resolve issues through the negotiation process and the grievance procedure. In those instances where, unfortunately, strikes have occurred, Deere & Company has, in the interest of our long term relationship, elected to refrain from continuing production operations by hiring new employees as permanent replacements for striking workers. During those few instances in which a strike has occurred, the UAW recognizes that Deere must continue to protect equipment, facilities and, most importantly, fulfill its commitments to customers by using salary employees as are available to continue critically necessary operations in an orderly manner.

This course of action by the Company has served the parties well. It has permitted us to address the issues without additional pressure and escalation of the tensions of the situations. Accordingly, it is Deere & Company's intent to continue this policy at this time.

Kenneth C. Huhn

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(REINSTATEMENT OF GRIEVANCES)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

During negotiations, the parties addressed themselves to the issue of certain problems involving employee complaints of unfair representation in the handling of grievances; consequently, the Company and the Union agree as follows:

1. Should an employee file a complaint with the UAW under Article XXXIII of the UAW Constitution alleging unfair representation in the handling of his grievance, then the International Union will as soon thereafter as possible provide relevant information of such filing to the Director of Labor Relations of Deere & Company.

2. Should a final determination be made under the procedures of the appeal process of Article XXXIII of the UAW Constitution that the complaint is meritorious, then the International Union will notify the Director of Labor Relations of such fact, and the parties will proceed to establish the procedure for the reinstatement of the grievance to the grievance procedure including possible arbitration.

3. Should an agency or a court find that the Union failed to fairly represent an employee, then the International Union and the Director of Labor Relations will proceed to establish the procedure for the submission or reinstatement of the complaint or grievance to the grievance procedure including possible arbitration.

Kenneth C. Huhn

JOHN DEERE

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(ARBITRATION SCHEDULING)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

During the course of negotiations, the parties discussed methods of improving the arbitration scheduling procedure. On the basis of these discussions, the parties agreed that:

1. Grievances from the Deere-UAW Master Depot Agreement will be arbitrated on special dates obtained from the Deere-UAW Permanent Arbitrator. The Secretary of the Deere-UAW Joint Appeal Board will contact the Permanent Arbitrator to obtain arbitration dates mutually satisfactory to the Company, Union, and Permanent Arbitrator.

   Grievances would be scheduled on the basis of their order referred to the Secretary of the Deere-UAW Joint Appeal Board. In the event two (2) grievances are received at the same time, the lowest Local number will be given preference.

Continuing liability grievances, i.e., grievances involving discharge, three-day quits, layoff or recall questions, will be given priority in the arbitration schedule over other grievances.

2. At least one (1) day in each month's arbitration schedule will be reserved for the arbitration of "contract disputes", i.e., non-continuing liability grievances as defined under Article XII, Section 5-D(4) of the Master Labor Agreement.

Kenneth C. Huhn

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(ANNUAL LUMP SUM PAYMENTS)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

LUMP SUM PAYMENTS

Employees shall be eligible for Annual Lump Sum Payments, provided they were hired before 1 October 1997 and have seniority as of each designated eligibility date set forth below.

1. Table

ELIGIBILITY DATE	AMOUNT	PAYABLE DURING WEEK ENDING
4 October 2010	Three percent (3%) of the Employee's Qualified Earnings for the eligibility year (5 October 2009 – 3 October 2010) as defined below	5 November 2010

ELIGIBILITY DATE	AMOUNT	PAYABLE DURING WEEK ENDING
3 October 2011	Three percent (3%) of the Employee's Qualified Earnings for the eligibility year (4 October 2010 – 2 October 2011) as defined below	4 November 2011
1 October 2012	Three percent (3%) of the Employee's Qualified Earnings for the eligibility year (3 October 2011 – 30 September 2012) as defined below	2 November 2012
7 October 2013	Three percent (3%) of the Employee's Qualified Earnings for the eligibility year (1 October 2012 – 6 October 2013) as defined below	1 November 2013
6 October 2014	Three percent (3%) of the Employee's Qualified Earnings for the eligibility year (7 October 2013 – 5 October 2014) as defined below	7 November 2014

Employees shall be eligible for Annual Lump Sum Payments, provided they were hired on or after 1 October 1997 and have seniority as of each designated eligibility date set forth below.

2. Table

ELIGIBILITY DATE	AMOUNT FOR EMPLOYEES WITH (5) OR MORE YEARS OF CONTINUOUS SERVICE	AMOUNT FOR EMPLOYEES WITH LESS THAN (5) YEARS OF CONTINUOUS SERVICE	PAY DATE
4 October 2010	Three percent (3%) of the Employee's Qualified Earnings for the eligibility year (5 Oct. 2009 – 3 Oct. 2010 as defined below	Two percent (2%) of the Employee's Qualified Earnings for the eligibility year (5 Oct. 2009 – 3 Oct. 2010 as defined below	5 November 2010
3 October 2011	Three percent (3%) of the Employee's Qualified Earnings for the eligibility year (4 Oct. 2010 – 2 Oct. 2011) as defined below	Two percent (2%) of the Employee's Qualified Earnings for the eligibility year (4 Oct. 2010 – 2 Oct. 2011) as defined below	4 November 2011
7 October 2013	Three percent (3%) of the Employee's Qualified Earnings for the eligibility year (1 Oct. 2012 – 6 Oct. 2013) as defined below	Two percent (2%) of the Employee's Qualified Earnings for the eligibility year (1 Oct. 2012 – 6 Oct. 2013) as defined below	1 November 2013
6 October 2014	Three percent (3%) of the Employees Qualified Earnings for the eligibility year (7 Oct. 2013 – 5 Oct. 2014) as defined below	Two (2%) of the Employee's Qualified Earnings for the eligibility year (7 Oct. 2013 – 5 Oct. 2014) as defined below	7 November 2014

3. Qualified Earnings, as used herein, are defined as income received by an eligible employee from the Company during each designated Lump Sum Payment eligibility year resulting from the following:

   Basic Wages*
   COLA*
   Shift Premium
   Incentive Earnings
   Vacation Pay
   Holiday Pay
   Sunday Work Premium Pay
   Bereavement Pay
   Earned Bonus Hour Pay
   Jury Duty Pay
   Personal Vacation Day Pay
   Call-In Pay
   Military Duty Pay

   *Including overtime, Saturday, Sunday, and Holiday premium payments.

4. An employee who retires during the term of this Agreement who, but for such retirement, would have had seniority as of the designated eligibility date, shall qualify for the Lump Sum Payment.

5. In the case of an employee who dies during an eligibility year, a Lump Sum Payment shall become payable as if he were a seniority employee on the designated eligibility date and calculated based on his eligible hours during the eligibility year in accordance with paragraph (3) above. In the event an eligible employee dies before receiving a Lump Sum Payment, the amount of Lump Sum Payment 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 is provided in, the John Deere Group Life and Disability Insurance Plan for Wage Employees.

Kenneth C. Huhn

JOHN DEERE

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(TRAINING)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

During the course of negotiations, Deere & Company and the UAW jointly recognized the importance of training and the need to promote training, retraining, and personal development for its current and future employees.

To that end, the parties agreed to establish a National Training Committee (NTC) at the Deere & Company-International Union level consisting of three (3) representatives selected by the Vice President of Labor Relations and three (3) representatives selected by the Vice President and Director of the UAW Deere Department. The NTC will meet periodically as required to:

1. Direct and improve the operational effectiveness of the unit training programs.

2. Make mutually satisfactory adjustments as necessary.

3. Support and promote an overall training culture.

Each unit will be responsible for the development, execution, and funding of its own specific training program using joint Company-Union resources.

The objectives of such program(s) will be to improve the job placement and job retention rights of employees relative to their seniority; and to continue toward the goal of retaining senior employees at work.

Such program(s) will be timely, educationally sound, cost effective and must support the unit's strategic business plans and focus on improved performance.

A Coordinating Committee consisting of Deere & Company Labor Relations representatives and UAW International representatives will also be established for the purpose of periodically visiting the respective units to:

1. Review, and evaluate the various training programs;

2. Ensure training to be a continuous process.

3. Monitor the opportunities for learning new skills and knowledge.

4. Provide necessary support for the overall development and improvement of individuals as well as strategic objectives.

Kenneth C. Huhn

JOHN DEERE

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(COSTING OF SOURCING)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

During the course of negotiations, the parties discussed the desirability of providing lower costs to the units in order to ensure their viability in the future. The Union expressed its concern that the applicable labor costs currently used by the Company in making decisions to either outsource or insource work in the units would not take advantage of the new lower cost environment because of the demographics of the workforce.

When calculating total costs, the Company will use the average labor costs for employees hired after 1 October 1997 in making such decisions.

Kenneth C. Huhn

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(NATIONAL JOINT COMMITTEE ON COMPETITIVENESS)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

During the course of negotiations the parties pledged their continued interest in resolving issues associated with the Continuous Improvement Process and the Continuous Improvement Pay Plan. To this end, it was agreed to establish a National Joint Committee on Competitiveness. The National Joint Committee on Competiveness will be composed of representatives from the International UAW and Deere & Company Production Engineering and Labor Relations Departments.

UAW/DEERE CONTINUOUS IMPROVEMENT PROCESS

The National Joint Committee on Competitiveness is responsible for ensuring full implementation of the intent of the Continuous Improvement Process and the CI cornerstones, as provided in Article XVIII and the UAW/Deere Continuous Improvement Process letter. The committee is empowered to provide direction to local Continuous Improvement Steering Committees to ensure success of the CI Process and conformity to the philosophy of sustained continuous improvement.

The National Joint Committee on Competitiveness will sponsor an annual meeting of the UAW and Deere CI Coordinators to discuss and approve changes which will increase the effectiveness of the CI Process.

CONTINUOUS IMPROVEMENT PAY PLAN

It is anticipated that through involvement at the corporate and International Union level, issues of concern regarding CIPP will be raised following the exhaustion of discussions and contractual remedies at the factory level. In the event that issues involving an output standard or a base performance metric that cannot be resolved through this involvement process, the Company may elect to implement the CIPP application. The issue(s) will be referred to this committee, and if this committee cannot resolve the issue(s), and does not utilize outside facilitation/arbitration, then the union may refer the grievance to Special Step 3 of the grievance procedure. The Company-implemented CIPP application will remain in effect unless changed by the outcome of these proceedings.

Kenneth C. Huhn

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(UAW/DEERE CONTINUOUS IMPROVEMENT PROCESS)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

During the course of 2003 negotiations, both parties drew upon the knowledge gained from CIPP and agreed that a structured Continuous Improvement Process is necessary to support a culture that will allow the Company to remain competitive and provide premium wages to its employees.

To obtain maximum employee support, involvement, and rewards, a process called the UAW/Deere Continuous Improvement Process will be implemented to create a structured work environment, which promotes Continuous Improvement.

Cornerstones of the CI Process

In order to ensure the success and longevity of the UAW/Deere CI Process, the parties commit to the following cornerstones:

Mr. James Settles, Jr.
Page Two

(1) Joint Leadership

The success of the CI Process is dependent upon the leadership and participation of both salaried and UAW represented employees. Joint leadership, UAW & Deere, is essential at all levels and provides the necessary alignment to ensure CI is successful in improving customer satisfaction and the quality of our workplace and business.

(2) Organizational Structure

The Factory Joint CI Steering Committee leads the CI organizational structure. The JD and CI Grow Team structure supports and drives CI and separates improvement from administrative issues. This cornerstone ensures every employee will have a voice in the CI process.

(3) CI Work Plan and Events

Each CI Team is responsible for developing a Work Plan. The Plan will include goals for safety, quality, delivery and efficiency and the projects and schedule to accomplish them. CI Team progress and their successes will be communicated and recognized.

(4) New Profitable Work

This cornerstone provides additional work through market share increases, new products, expanded product integration, non-traditional work assignments and continuing education and training. This is the stimulus for further CI to occur.

CI Process Support Structure and Duties

The parties recognize the importance of developing and supporting a culture that will allow us to create and sustain an efficient manufacturing environment, which is safe and provides our customers with a high quality product on time. Sustaining these achievements will provide employees enhanced job security and premium wages. To this end, it is recognized that an organizational structure must be in place to support these objectives.

The CI organizational structure includes the following groups along with their roles and responsibilities.

UAW Continuous Improvement Coordinator

A Factory Joint Continuous Improvement Steering Committee will choose a continuous improvement coordinator. The appointment of the CI coordinator will be submitted to the National Committee on Competitiveness for approval. This person will be responsible for assisting the CI Grow and JD Grow Teams in their efforts to achieve their goals. The coordinator will report to the CI Steering Committee on the status of CI projects and the CI Process for the factory.

CIPP Teams/Natural Work Groups

CIPP teams have the primary responsibility to continuously improve.

CIPP teams consist of one or more Natural Work Group(s). The Natural Work Groups are based on the natural division of manufacturing areas into processes or shifts. Each Natural Work Group selects a CI representative. The Natural Work Groups are responsible for identifying opportunities for CI and assisting in the implementation of improvements in their work areas. The CI Representative carries improvement ideas from the group to the CI GROW Team.

CI Representatives will serve in this capacity for not more than one year and will be paid in accordance with Article XI, Section 6-C while engaged in such duties, but not less than maximum weekly pay level.

The CI Process, through the implementation of CI projects, helps the Natural Work Group continuously improve at a competitive rate.

Each team, with the assistance of the team supervisor, is expected to develop goals focused upon safety, quality, delivery and efficiency. Actions in support of these goals will be developed and progress will be monitored.

CI GROW Teams

The CI GROW Team consists of CI Representatives from each Natural Work Group, a Supervisor, Manufacturing Engineer and additional support personnel as required.

The CI GROW Team sets goals for safety, quality, delivery and efficiency and develops a work plan to accomplish these goals. The team is responsible for communicating regularly with the Natural Work Groups.

The CI GROW Team meets twice per month, presents projects and goals at quarterly CI X-changes and does not deal with pay or administrative issues.

JD GROW Teams

The members of the JD GROW Team consist of Manufacturing Management, a Shop Committeeman, CI Coordinators and additional support personnel as required.

The JD GROW Team meets quarterly with each of their CI GROW Teams to review work plans, discuss and remove obstacles, and measure progress toward their CI Goals.

The JD GROW Team is also responsible for recognizing and communicating team successes quarterly.

Factory Joint Continuous Improvement Steering Committee

A Factory Joint Continuous Improvement steering committee consists of the Shop Chairman, Manager of Labor Relations, factory operations management and additional support personnel as required. The Steering Committee provides guidance and support to JD & CI GROW Teams through training, communication and recognition. The committee monitors progress toward improving factory wide safety, quality, delivery and efficiency performance. In addition, the committee will monitor team performance at the conclusion of each semester. For those teams performing below 115% the committee will develop and implement an action plan to improve team performance. The committee will monitor team performance and if the team does not improve performance by the end of the next semester the committee will provide a report to the National Joint Committee on Competitiveness. The Committee is responsible for assuring the intent of the CI Process Cornerstones is fully implemented and maintained factory wide.

The Factory Joint CI Steering Committee does not deal with pay issues.

Kenneth C. Huhn

JOHN DEERE

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(CIPP PLANNED ACTIVITIES AND
NEW PRODUCT INTRODUCTION)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

1. Planned Activities

In general, the time employees spend on pre-determined, planned activities (excluding those identified in Article XVIII., Sec 6.A.(6),) that are of significantly greater magnitude than those incurred or allowed for in the plan's Base productivity ratio, should be considered as non-plan hours and paid at the following appropriate Contractual rate.

A. If the plan is in operation the time should be paid in accordance with Article XVIII, section 7, paragraph B. (Exhibit N applies to Employees hired before 1 October 1997)

B. *If the plan is not in operation, employees should be paid the non-CIPP rate of the assignment or the rate of their regular assignment, whichever is higher. If, however, the employee is hired after 1 October 1997and is Pay Level 7, the employee should be paid the wage rate of their regular assignment or the wage rate of the temporary assignment, whichever is higher, for this non-plan time.*

If however, it would be beneficial to have the employees minimize the duration and impact of the activity, a pre-determined number of output hours may be added ("seeded") to the plans' reported output hours and the time considered as plan input hours. The "seeded" hours will be calculated to provide 115% plan performance for new plans (no semester-to-date plan performance history available). Current plans will be "seeded" to semester-to-date performance, but in no case will such seeding be less than 115%.

Example A

An activity is scheduled that is anticipated to reduce weekly output to 80 units. The team will return to normal operations at the conclusion of the event.

Normal Week Data

Weekly Schedule	= 100 units
Output Standard	= 400 Hrs / 100 pcs.
Normal Input hours	= 440 hours
Current Base productivity metric	= .800
Semester to Date Plan Performance	= 125.51%

Step 1. Determine input hours affected by activity

80 units x 400 Hrs / 100 = 320 Output Hours
(((((320 Output Hrs/Input Hrs) - .800)/.800)x.67)+1)x115% = 125.51%
Solve for Input Hours = 351.99 hours
Input Hours of lost production = (440 – 351.99) = 88.01

Step 2. Determine output hours to "seed"
at Base for Input Hours of lost Output

(((((Output Hrs./88.01 Input Hrs.)-.800)/.800)x.67)+1)x115%=125.51%
Solve for Output Hours = 80.00 "seed" hours

Disrupted Week Output Hours = 320.00 (80 units x 400 Hrs/100 units)
+80.00 "seed" hours
= 400.00 Output Hours

Resultant Weekly Results = 400.00 / 440 = .909 productivity ratio
Weekly Plan Performance = 125.51%

2. Major New Product/Process Introduction

During the production start-up, employees will be producing product at a reduced rate while learning their jobs, trying out tooling, etc. To encourage employees to achieve the specific production requirements during the start-up, employees' time will be considered as plan Input Hours and Output Hours will be "seeded" to the plan to provide plan participants with the opportunity to achieve and exceed the Weekly Pay Level of 115%. The maximum input hours allowed to produce a given schedule during this start-up period must be determined ahead of time. Since Input Hours may vary during start-up weeks, "seed" hours will be calculated after actual Input Hours worked during the week are determined. If actual Input Hours exceed the pre-determined maximum Input Hours, "seed" hours will be based on the pre-determined maximum Input Hours. The "seeded" hours will be calculated to provide 115% plan performance for new plans (no semester-to-date plan performance history available). Current plans will be "seeded" to semester-to-date performance, but in no case will such seeding be less than 115%. No output "seed" hours will be allowed for units produced in excess of the scheduled production.

New Product/Process Start-up Examples

A new model is being introduced in an assembly operation. Management has planned for a reduced schedule during the first week of this introduction. They have provided, however, enough materials to exceed the planned schedule if employees demonstrate the ability to learn the new work and straighten out tooling and other problems ahead of schedule.

Given conditions:

Current Base = .893
New model output standard = 5000 Hours/100pcs
"Full" production = 5 units/day = 25 units/week
Start-up period = 5 days
Start-up production schedule = 10 units/week
Pre-determined maximum Input Hours = 1400 hours

Example 1
Units produced = 10
Input Hours = 1400
Semester to Date Plan Performance = 123.58%

Expected Output Hours = (5000 Hours/100 x 10) = 500
((((((Output Hrs./1400 Input Hrs.)-.893)/.893)x.67)+1)x115%=123.58%
Solve for Output Hours = 1389.42
Required "seed" hours = 1389.42 – 500 = 889.52 "seed" hours
Allowed "seed" hours/unit produced = 889.52 / 10 = 88.95
Total Output Hours = (5000 Hrs/100 x 10) + (88.95 x 10) = 1389.5
Weekly Results = 1389.5 / 1400 = .993
Plan Performance = 123.58%

Example 2
Units produced = 9 units
Input Hours = 1300
Semester to Date Plan Performance = 123.58%

Expected Output Hours = (5000 Hours/100 x 10) = 500
((((((Output Hrs./1300 Input Hrs.)-.893)/.893)x.67)+1)x115%=123.58%
Solve for Output Hours = 1290.17
Required "seed" hours = 1290.17 – 500 = 790.17 "seed" hours
Allowed "seed" hours/unit produced = 790.17 / 10 = 79.017
Total Output Hours = (5000 Hrs/100 x 9) + (79.017 x 9) = 1161.15
Weekly Results = 1161.15 / 1300 = .893
Plan Performance = 115.02%

Example 3
Units produced = 10 units
Input Hours = 1300
Semester to Date Plan Performance = 123.58%

Expected Output Hours = (5000 Hours/100 x 10) = 500
((((((Output Hrs./1300 Input Hrs.)-.893)/.893)x.67)+1)x115%=123.58%
Solve for Output Hours = 1290.17
Required "seed" hours = 1290.17 – 500 = 790.17 "seed" hours
Allowed "seed" hours/unit produced = 790.17 / 10 = 79.017
Total Output Hours = (5000 Hrs/100 x 10) + (79.017 x 10) = 1290.17
Weekly Results = 1290.17 / 1300 = .9924
Plan Performance = 123.58%

Example 4
Units produced = 9 units
Input Hours = 1450
Semester to Date Plan Performance = 123.58%

Expected Output Hours = (5000 Hours/100 x 10) = 500
((((((Output Hrs./1400*Input Hrs.)-.893)/.893)x.67)+1)x115%=123.58%
Solve for Output Hours = 1389.42
Required "seed" hours = 1389.42 – 500 = 889.42 "seed" hours
Allowed "seed" hours/unit produced = 889.42 / 10 = 88.942
Total Output Hours = (5000 Hrs/100 x 9) + (88.942 x 9) = 1250.48
Weekly results = 1250.48 / 1450 = .862
Plan Performance = 112.36%

*Actual Input Hours exceeded maximum allowable Input Hours

Example 5
Units produced = 10 units
Input Hours = 1500
Semester to Date Plan Performance = 123.58%

Expected Output Hours = (5000 Hours/100 x 10) = 500
((((((Output Hrs./1400*Input Hrs.)-.893)/.893)x.67)+1)x115%=123.58%
Solve for Output Hours = 1389.42
Required "seed" hours = 1389.42 – 500 = 889.42 "seed" hours
Allowed "seed" hours/unit produced = 889.42 / 10 = 88.942
Total Output Hours = (5000 Hrs/100 x 10) + (88.942 x 10) = 1389.42
Weekly results = 1389.42 / 1500 = .926
Plan Performance = 117.87%

*Actual Input Hours exceeded maximum allowable Input Hours

Example 6
Units produced = 11 units
Input Hours = 1300
Semester to Date Plan Performance = 123.58%

Expected Output Hours = (5000 Hours/100 x 10) = 500
((((((Output Hrs./1300 Input Hrs.)-.893)/.893)x.67)+1)x115%=123.58%
Solve for Output Hours = 1290.17
Required "seed" hours = 1290.17 – 500 = 790.17 "seed" hours
Allowed "seed" hours/unit produced = 790.17 / 10 = 79.017
Total Output Hours = (5000 Hrs/100 x 11) + (79.017 x 10*) = 1340.17
Weekly results = 1340.17 / 1300 = 1.031
Plan Performance = 126.9%

*Seed hours per unit will not be applied to any units produced above the pre-determined schedule.

Kenneth C. Huhn

JOHN DEERE

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(ANNUAL SKILLED TRADES TOOL ALLOWANCE)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

During the course of negotiations of the current Labor Agreement, the Company agreed to provide a $150 annual tool allowance to employees assigned to the classifications listed in Article XIX on 30 September of each year. This allowance will be paid the first payday in October in each year of the Agreement.

Kenneth C. Huhn

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(RATIFICATION BONUS)

1 October 2009

Mr. James Settles, Jr.
Vice President & Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

A Ratification Bonus will be paid to eligible employees, provided the Company receives notice of ratification not later than 5 October 2009.

The amount of the Ratification Bonus will be $3500 (except that eligible employees at the John Deere Coffeyville Works will receive $500, given that a $3000 Ratification Bonus was paid there in 2008).

All active employees with seniority as of the effective date of the Agreement will be eligible for the bonus; however:

- Employees on short-term Leave of Absence (less than thirty days) or WI will be eligible.

- Laid-off employees with recall rights will be eligible if they were laid off from either their original bargaining unit or a LMAS or OLMAS bargaining unit since 1 October 2008.
- Employees on LTD as of 1 October 2009 will not be eligible.

Supplemental Employees within the North American Parts Operations will receive a *Ratification Bonus* in the amount of $500.

Payment of the Ratification Bonus will be made on the third pay period following the notification of ratification.

Kenneth C. Huhn

JOHN DEERE

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(PLANT CLOSING MORATORIUM)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
Agricultural/Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

As a result of your deep concern about job security in our negotiations and the many discussions which took place over it, this will confirm that during the term of the new UAW/Deere Master Labor Agreement, until 30 September 2015, the Company will not close, beyond those which have already been identified, any facility covered by the Agreement.

It is understood that conditions may arise that are beyond the control of the Company; e.g., act of God, concerning the subject. Should these conditions occur, the Company will discuss such conditions with the Union.

Kenneth C. Huhn

JOHN DEERE

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(APPRENTICE PROGRAM RESTRUCTURING COMMITTEE)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

During the course of negotiations, the parties discussed the Company's apprenticeship program, its utilization and how to properly train skilled trades employees to support factory operations. Particular concern was raised regarding the effectiveness of current apprenticeship programs and its alignment with changing factory technology. The parties agreed that if the program is to be effective going forward that it must be restructured to serve current and future manufacturing needs.

To this end, it was agreed that a joint committee, consisting of three representatives appointed by corporate Labor Relations and three representatives appointed by the International UAW, would be formed to address the concerns noted above. This joint committee would be charged with the development of relevant:

Mr. James Settles, Jr.
Page Two

- Selection criteria
- Duration of the development period for the classifications requiring a training or apprenticeship program
- Work processes contained within each training or apprentice program of study
- Ratio of apprentices and trainees to the number of skilled workers in each classification
- Credit of prior work experience and education
- Other necessary changes the parties identify to ensure an effective, relevant program.

It is anticipated that the renewal of the standards and training programs contained within Article XIX will result in exceptional skills in these important classifications which align with current and future manufacturing requirements.

KENNETH C. HUHN

JOHN DEERE

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(CONTRACT ADMINISTRATION PROCESSES)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

During 2009 Collective Bargaining Negotiations, the Union raised concerns about the Company's administration of certain provisions of ARTICLE II. GENERAL CONDITIONS of the Labor Agreement. Specifically, under the Physical Examinations section, concerns were raised about the quality and quantity of examinations at a particular unit. Additionally, there were issues concerning the Company's administration of the Non-Traditional Assignments provisions relating to the volume of the assignments, the propriety of characterizing certain assignments as non-traditional (when they were actually bargaining unit work), and the Company's selection process for filling assignments. Finally, the Company's failure to provide notice as provided in the Subcontracting/Sourcing provisions was raised. After discussion, the Company acknowledged that breakdowns in some of the labor relations processes in these areas may have occurred. To address that situation, the Company committed to further investigate the matters raised and to implement any necessary process or administration changes in order to remedy the situation.

The Company further commits that, if a pattern or practice of breakdowns in any of these processes should arise again during the term of this Agreement, the Local Union may bring the issues to the attention of the International Union. Then, upon notice from the International Union that a problem does exist, the Company will arrange a joint visit by representatives of the International Union and the Vice President of Labor Relations to correct the problem without delay.

KENNETH C. HUHN

JOHN DEERE

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(ENERGY LEGISLATION)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

During the course of negotiations, the parties discussed their concerns about increased costs associated with possible federal, state, and local climate change, energy, and similar environmental laws, regulations, and other policies. In the event any such policies create additional costs, the Company will inform the Local Union with the justification for a variation in shift hours. If the local parties can not reach a resolution on the variation of shift hours, either party may refer the case to the National Joint Committee on Competitiveness for consideration.

KENNETH C. HUHN

Deere & Company
One John Deere Place, Moline, IL 61265 USA

Kenneth C. Huhn, Vice President
Global Labor Relations and CI

(FAMILY MEDICAL LEAVE ACT)

1 October 2009

Mr. James Settles, Jr.
Vice President and Director
UAW Agricultural Implement Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Pursuant to our discussions during negotiations, the Company agrees that in the event an employee qualifies for a leave of absence in accordance with the Family Medical Leave Act or similar legislation, the Company will not require employees to use unused vacation or personal vacation days (PVD) concurrently with a qualifying leave of absence.

KENNETH C. HUHN

2009

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2010

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2011

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2012

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2013

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2014

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2015

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

Notes

Notes

Notes

Notes

Notes

Notes