

K#3233

ees = 1,400

AGREEMENT

between

CATERPILLAR®

Joliet, Illinois

and

**International Association
of Machinists
and
Aerospace Workers**



Local Lodge No. 851

A.F.L.-C.I.O.

Effective May 1, 1999

Duration = 5/1/99 - 5/1/2005

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AGREEMENT

This Agreement dated May 1, 1999 is between CATERPILLAR INC., a corporation (hereinafter referred to as "the Company") operating a place of business adjacent to the city of Joliet in the county of Will and State of Illinois, and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, AND LOCAL LODGE NO. 851 (hereinafter referred to as "the Union").

WITNESSETH THAT:

Purpose

It is hereby agreed between the Company and the Union that the intent and purpose of this agreement is to promote and improve industrial and economic relations between the Company and its employees presently or hereafter employed at the Company's plant adjacent to Joliet, Illinois, and to promote cooperation between the Company and its employees.

The parties agree that whenever words such as "he," "him," "his," "Committeeman," "Foreman," or similar words appear in this Agreement, Exhibits, or Agreements and Plans relating to Pensions, Group Insurance, Supplemental Unemployment Benefits, Employee Stock Ownership, Tax Deferred Savings Plan and Incentive Compensation, it is understood that such words are considered asexual and refer to females and males equally.

Article I

Recognition

Section 1.1 Wherever used in this agreement: "Bargaining Unit" means the unit for collective bargaining purposes covered by the certification of the National Labor Relations Board, dated May 18, 1951, in the Case No. 13-RC-1925, namely: "All production and maintenance employees of the Company's Joliet Plant, excluding salaried office clerical employees, plant protection employees, professional and supervisory employees as defined in the Act."

Section 1.2 The Company recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.

Article II *Union Security*

Section 2.1 Each employee shall, on and after the thirtieth (30th) day of actual work following his first day of employment in the bargaining unit, be required as a condition of employment in the bargaining unit to be and remain a member of the Union; provided that this shall not apply (a) to any employee to whom such membership is not available on the same terms and conditions generally applicable to other members, nor (b) to any employee to whom membership in the Union is denied, or whose membership in the Union is terminated for any reason other than his failure to tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining such membership, nor (c) until the thirtieth (30th) day of actual work following the date on which this agreement goes into effect, to any person who on the day this agreement goes into effect is an employee (whether or not actively working) but is not a member of the Union in good standing in accordance with its Constitution and Bylaws.

Section 2.2 For the duration of this agreement, any member of the Union desiring to have the Company check off his regular monthly Union membership dues and initiation fees may complete and sign a "Voluntary Checkoff Authorization" which will authorize the Company to deduct such dues and/or initiation fees (as certified in writing to the Company by the Secretary-Treasurer of the Union) from the employee's earnings and to remit such dues and/or initiation fees to the Secretary-Treasurer of the Union. Such "Voluntary

Checkoff Authorization" shall be in the form agreed upon by the parties.

A properly completed and signed "Voluntary Checkoff Authorization" received by the Company not later than the 20th day of any calendar month will be effective the next month following.

Section 2.3 Authorized deductions will be made from the first pay in the month. If an employee has insufficient earnings in the first pay, the deduction shall be made from a subsequent pay that same month. If the employee has insufficient net earnings in any of these pays, the amount of the dues shall not be carried into the succeeding month, but the Company shall report to the Union that the employee had no dues deducted for that month, having received insufficient earnings in any of the pays.

Section 2.4 The Company shall, no later than the tenth (10th) day of the following calendar month, submit a check made payable to the Secretary-Treasurer of the Union for the amount of deductions for the previous calendar month. This check shall be accompanied by a statement listing the names of the employees and the amount of deductions made.

Section 2.5 Any employee may revoke his "Voluntary Checkoff Authorization" only during the ten (10) day period preceding an anniversary date of this agreement (April 21 to April 30, both inclusive, of any year which this agreement is in force) by mailing a notice during this ten (10) day period that he wishes to revoke his "Voluntary Checkoff Authorization." To be effective, such notice shall be in writing and mailed to both the Company and the Union by certified or registered mail. A revocation meeting the requirements of this Section will become effective the next month following receipt.

Section 2.6 A "Voluntary Checkoff Authorization" shall become null and void automatically in the event the employee leaves the employment of the Company or is transferred out of the bargaining unit.

Section 2.7 The Company recognizes and will not interfere with the right of employees to become members of the Union and will not discriminate against employees because of their Union affiliation or legitimate Union activity. The Union agrees not to solicit members during working hours.

Section 2.8 The Union, its officers and members, shall not intimidate, coerce or in any manner attempt to interfere with the voluntary choice of employees with respect to the signing or revocation of a "Voluntary Checkoff Authorization."

Section 2.9 If a dispute arises as to whether an employee (1) has failed to maintain his membership in the Union in good standing in accordance with the provisions of Section 2.1, or (2) was intimidated, coerced or interfered with in violation of Section 2.8, such dispute may also be submitted for determination by the arbitrator provided for in Step 4 of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties.

Section 2.10 Any member of the Union desiring to have the Company make payroll deductions for voluntary political contributions may secure, complete, sign and provide to the Local Union an authorization for assignment and checkoff of contributions to Machinists' Non-Partisan Political League (MNPL) form. Such form will contain the following information:

- a. Name and address
- b. Employee Identification Number

- c. Social Security Number
- d. Plant
- e. Department Number
- f. Local Union Number
- g. Amount to be deducted in each period

The Local Union will collect and forward to the Company as one transmittal all signed Authorization Cards and Cancellation Cards for the initial period and for each subsequent period. Authorization cards that are not complete or otherwise cannot be processed will be returned to the Local Union for correction.

The Company will place in effect such authorized deductions during the next month following the month in which the authorization cards are delivered to the Company, if delivered by the 15th day of the month. Otherwise, the assignment will be placed in effect the second month following the month of delivery. Such authorized deductions will remain in effect so long as it has not been revoked in writing. Deductions not made in one period will not be carried forward to a subsequent month.

Each month the total amount of such deductions shall be remitted to the Treasurer of the MNPL. The Company will furnish to MNPL a monthly listing with names and addresses of those employees for whom deductions have been made along with the monthly and year-to-date report of such deductions.

Employees who wish to cancel their authorization for payroll deduction will sign a card supplied by the Union for that purpose.

The Union will indemnify and hold harmless the Company from any and all liability for claims arising from

administrative error resulting from the deduction provided for in this agreement.

ARTICLE III

Union Representation

Section 3.1 The Company recognizes and will deal with the following accredited representatives of the Union for the purpose of settling grievances and contract negotiations:

1. One (1) Chief Steward from among the employees in each of the following jurisdiction areas

Chief Stewards Jurisdiction Area

- | | |
|---------|---|
| Two (2) | Building B 1st Shift |
| One (1) | Building B 2nd Shift |
| One (1) | Building B 3rd Shift |
| Two (2) | Building C 1st Shift |
| One (1) | Building C 2nd Shift |
| One (1) | Building C 3rd Shift |
| One (1) | Building D 1st Shift |
| One (1) | Building D 2nd Shift |
| One (1) | Building D 3rd Shift |
| Two (2) | Building E 1st Shift |
| One (1) | Building E 2nd Shift |
| One (1) | Building E 3rd Shift |
| One (1) | Building B Maintenance 1st Shift |
| One (1) | Building B Maintenance 2nd Shift |
| One (1) | Building B Maintenance 3rd Shift |
| One (1) | Building C, D, and E Maintenance
and Tool Room 1st Shift |
| One (1) | Building C, D, and E Maintenance
and Tool Room 2nd Shift |
| One (1) | Building C, D, and E Maintenance
and Tool Room 3rd Shift |
| One (1) | Hyd. Logistics 1st Shift |

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One (1) Hyd. Logistics 2nd Shift ..

One (1) Hyd. Logistics 3rd Shift

2. There shall be one (1) General Committee composed of six (6) employees of the Company, who shall be duly elected and authorized by Lodge 851.
3. International Representatives of the Union (not to exceed two (2) and/or three (3) Business Representatives) may assist the General Committee at the Third Step of the grievance procedure.

The General Committee shall be composed of the duly elected President of Local Lodge 851, one (1) member from Maintenance or the Tool Room, one (1) member from Building C, one (1) member from Building D, one (1) member from Building E, and one (1) from the remainder of the bargaining unit.

Except as otherwise provided in Sections 6.25 and 6.26, a member of the General Committee or Chief Steward will not be moved from his area of jurisdiction without his consent, provided a job exists which he can perform without being trained. When the situation mentioned in this paragraph involves a member of the General Committee or Chief Steward from within the same area of jurisdiction, the transfer shall be accomplished by removing the Chief Steward first and then the General Committeeman.

Section 3.2 In taking Step 1, Chief Stewards may, after discussing the problem with the Foreman involved and without loss in pay, write grievances during working hours, discuss a grievance (1) with the aggrieved employee, provided the aggrieved employee first informs his immediate Foreman of the discussion; (2) with the Committeeman. The employee, if he so desires, will be

included in the aforementioned discussion with the Foreman.

In handling a grievance in accordance with this Section, if it is necessary for the Chief Steward to leave his line or immediate working area, the Chief Steward shall, upon request, receive a pass from his immediate Supervisor. The Chief Steward shall make known his destination and report again to his Supervisor at the time of his return.

Section 3.3 In taking Step 2, a Chief Steward may discuss the grievance with the designated Company representative and/or the aggrieved employee without loss in pay.

In handling a grievance in accordance with this Section, if it is necessary for the Chief Steward to leave his line or immediate working area, the Chief Steward shall, upon request, receive a pass from his immediate Supervisor. The Chief Steward shall make known his destination and report again to his Supervisor at the time of his return.

Section 3.4 In taking Step 3, members of the General Committee may act as follows without loss in pay: (1) discuss grievance with the Chief Steward who handled the grievance in Step 2; (2) discuss grievance with the aggrieved employee; (3) Discuss grievance as provided in Step 3 of the grievance procedure.

The above discussions in (1) and (2) shall be limited to the General Committeeman representing that area.

Where the aggrieved employee is the Chief Steward, he will be represented in Step 1 by the Chief Steward in the jurisdiction nearest to the area where the grievance occurred unless he requests representation by the Com-

mitteeman of that same area who will represent him if the Committeeman is actively at work on the same shift.

In handling a grievance in accordance with this Section, if it is necessary for the General Committeeman to leave his line or immediate working area, the General Committeeman shall, upon request, receive a pass from his immediate Supervisor. The General Committeeman shall make known his destination and report again to his Supervisor at the time of his return.

Section 3.5 In the absence of a Chief Steward, an alternate may be temporarily appointed by the President of the Union or his representative.

Section 3.6 *The Company agrees to the above procedure for Chief Stewards and the General Committeemen with the understanding that they will handle grievances with the least possible interference with production and efficient operation. If in any instance the Company feels that such privileges are being abused, it shall so notify the Union in writing and, in the event the abuse is not then corrected or an understanding is not reached, the Company may revoke the privileges of the General Committeeman or Chief Steward involved. Actions by Union or Company representatives which tend to impair or weaken the grievance procedure are to be discouraged by both parties whenever they occur or in whatever manner they occur. Any dispute arising therefrom may then be taken up under the grievance procedure.*

Nothing in the foregoing provisions of this Section shall preclude a Chief Steward or a General Committeeman from filing a grievance directly to the second step of the grievance procedure wherein it is alleged that the Company has violated some provision of this Agreement. Grievances filed by a Chief Steward in accordance

with this paragraph shall have the approval of the General Committeeman of the involved area who shall indicate his approval by initialing the grievance on the line provided for the signature of the Chief Steward.

Section 3.7 A written list of the Chief Stewards will be furnished to the Company immediately after their designation, and the Union will notify the Company immediately of any changes in this list.

The Company agrees to provide the Union with a list of supervisory employees by title, area and shift, who are authorized to handle grievances under the grievance procedure. The Company shall notify the Union immediately of any changes in this list.

Section 3.8 On request to the Labor Relations Department, the Business Representative of the Union or, in his absence, a designated member of the General Committee shall be granted permission to visit the plant during working hours for the purpose of investigating any dispute arising under Section 11.7 or any specific grievance pending the Third Step of the grievance procedure or any other situation which has been brought to the attention of the Labor Relations Department and it has been mutually agreed requires such attention and the proper investigation of which requires entry into the plant. Such investigation shall be limited to the individual or individuals and area or areas directly involved in the specific grievance or situation under consideration. Such visits shall be of reasonable duration, and during these visits the Business Representative may interview the aggrieved individual or individuals, provided the interviews do not materially interfere with production and efficient operations. The Company will set a time which is mutually agreeable for such visit.

A member of the General Committee and two (2) representatives of the Company may accompany the Business Representative during such visit. The Business Representative of the Union shall observe all plant rules during such visit.

Section 3.9 Chief Stewards shall be permitted, after securing permission from the proper Supervisors, to discuss grievances with the General Committeeman, or his representative, who has jurisdiction in the area in which the Chief Steward works. Such discussion may be held during working hours without loss in pay.

Section 3.10 The parties agree that the Chief Steward or, in his absence, other available Union representative will be asked to be present whenever there is a disciplinary action (involving a layoff or discharge) and the employee involved is actively at work, otherwise such disciplinary action shall be considered null and void.

Section 3.11 To provide adequate Union representation for employees working on their scheduled days off, the Company agrees that, upon request, it will secure Union representation for an employee. This shall not apply to employees who are not under direct supervision.

ARTICLE IV

Grievance Procedure

Section 4.1 Any grievance involving the interpretation, application or alleged violation of this agreement shall be disposed of in the following manner.

Step 1. The aggrieved employee shall present his grievance, either personally or with his Chief Steward, directly to the Supervisor, who shall render his decision within two (2) working days. A written record of that

decision shall be made by the employee or his Chief Steward on the grievance form, and the Foreman shall sign and date it to indicate that the written decision is as he gave it to the employee or the Chief Steward. The employee and the Chief Steward shall also sign and date this notation. No precedent will be established by the settlement of grievances in this step.

The aggrieved employee who has notified his Foreman of the details of the grievance and has asked for his Chief Steward will have the Chief Steward present, if available, within four (4) hours of the request.

Step 2. Grievances not satisfactorily adjusted in the First Step shall, at a mutually agreed time within three (3) working days after the date of appeal to this Step, be discussed between the Chief Steward and the designated Company representative, who shall render a decision within two (2) working days. In an attempt to reach a settlement of the grievance in the Second Step, the designated Company representative or the Chief Steward may call in the aggrieved employee for this discussion.

A written record of that decision shall be made by the employee or his Chief Steward on the grievance form, and the designated Company representative shall sign and date it to indicate that the written decision is as he gave it to the employee or the Chief Steward. The employee and the Chief Steward shall also sign and date this notation. No precedent will be established by the settlement of grievances in this step.

Notwithstanding other provisions of this Section, grievances of a general nature, which do not necessarily involve any one specific employee, shall be referred directly to Step 2. Such grievances shall be submitted to

the Company by a member of the General Committee or by the Chief Steward of the involved area. Grievances filed by a Chief Steward in accordance with this provision shall have the approval of the General Committeeman of the involved area who shall indicate his approval by initialing the grievance on the line provided for the signature of the Chief Steward. Grievances filed under this paragraph shall advise the Company of the alleged conditions from which the grievance originated and cite the contract Section allegedly violated.

Step 3. If the grievance is not satisfactorily adjusted in the Second Step, the Chairman of the General Committee (or his authorized representative) shall present the grievance in writing to the Manager of the Labor Relations Department for discussion at their next bi-weekly meeting. The regular Third Step Grievance Meeting will be held every other Tuesday at 12:00 noon, providing there are grievances to be considered. Representatives of the Labor Relations Department may also be present at this meeting. The Company shall render its decision not later than the second Wednesday following the grievance meeting. The Company shall render such decision in writing.

Grievances whose basic issue is the interpretation, application or alleged violation of the terms of the Group Insurance Plan Agreement between the parties, or which have as their basic issue a medical disagreement, will be presented in writing directly to the Third Step of the grievance procedure within fifteen (15) calendar days of the time that the cause of the grievance became known or reasonably could have become known.

Grievances whose basic issue is the interpretation, application or alleged violation of the terms of Article 6

(except Sections 6.23, 6.24 and 6.28) will be presented in writing directly to the Third Step of the grievance procedure within fifteen (15) calendar days of the time that the cause of the grievance became known or reasonably could have become known.

Grievances to be presented in the Third Step of the grievance procedure shall be submitted to the Manager of the Labor Relations Department no later than the Monday of the week prior to the date of the scheduled meeting.

By mutual consent of the parties, the aggrieved employee or employees will be permitted to be present at the regular Third Step Grievance Meeting, with no loss in pay.

Grievances concerning discharge shall be discussed at a meeting to be held on the Tuesday following receipt by the Manager of the Labor Relations Department, providing that the grievance was received not later than the preceding Thursday.

For a grievance to be discussed at any step of the grievance procedure, the Company shall be advised of the contract Section which was allegedly violated and the manner in which the cited Section was violated.

Step 4. If a grievance arises involving the interpretation, application or alleged violation of the terms of this agreement and a settlement is not reached as hereinbefore provided, the Union shall have the right to refer the grievance to arbitration.

Notification of referral to arbitration shall be in writing and shall be given within thirty (30) working days after the date of the Company's final decision.

The arbitrator will be selected from a list of five (5)

arbitrators submitted to the parties by the Director of the Federal Mediation and Conciliation Service, one of whom shall be mutually agreed upon for the case or cases selected to be heard.

Grievances referred to arbitration shall be heard in the chronological order of their referral.

The dates for hearing of grievances referred to arbitration shall be established by mutual agreement of the parties. Provided there are grievances pending arbitration, as many as four (4) two-day hearings per calendar year may be scheduled. With the exception of disciplinary action and discharge cases, each party shall have the privilege of filing post-hearing briefs with the arbitrator. In disciplinary action and discharge cases, post-hearing briefs may be filed only by mutual agreement between the parties.

Not later than thirty (30) calendar days prior to the date of an arbitration hearing, the Union will furnish to the Company a tentative docket of cases. This tentative docket may list thirty (30) cases. Following receipt of the tentative docket, representatives of the Labor Relations Department and the Union will meet to attempt to resolve the issues referred. Two days, but only two days, will be devoted to arbitration of those cases selected from the tentative docket for any one hearing.

Not later than the date of the arbitration hearing, the parties will meet for the purpose of preparing and signing a submission to arbitration.

The decision of the arbitrator shall be final and binding upon all parties to the dispute and both parties will promptly comply with his decision. However, the arbitrator shall have no power to change, alter, detract from or add to the provisions of this agreement, but shall have

the power only to apply and interpret the provisions of this agreement in reaching a decision.

Section 4.2 Wherever specific titles are used for Company representatives, it is understood that these representatives may delegate their authority to others.

Section 4.3 To be processed under the above grievance procedure, a grievance must be presented in Step 1 within seven (7) calendar days of the time that the cause of the grievance became known or reasonably could have become known. Exceptions to this provision may be made by mutual agreement.

No claims against the Company, including claims for back pay, by an employee covered by this agreement, or by the Union, shall be retroactive to any period more than six (6) months prior to the date the grievance was first filed in writing.

Section 4.4 Any decision not appealed from a decision in one Step to the next Step within seven (7) calendar days of such decision shall be considered settled on the basis of the last decision and not subject to further appeal or reconsideration.

Section 4.5 Disputes arising out of the establishment of job classifications and the rates therefor, under Article XI, Section 11.7, will not be subject to the grievance procedure or arbitration.

Section 4.6 Employees shall be subject to suspension or discharge for just cause. Grievances involving discharge shall be presented in writing to Step 3 of the grievance procedure within ten (10) working days of the discharge, otherwise the discharge shall not constitute a grievance. Such grievances will be considered at the next meeting in Step 3 of the grievance procedure.

Grievances involving disciplinary suspension shall be presented in writing to Step 2 of the grievance procedure within four (4) working days following the employee's return to work, otherwise the suspension shall not constitute a grievance.

During a discussion when an employee is being reprimanded to the extent that he is advised that disciplinary suspension or discharge could result from a continuation of the situation which caused the reprimand, the Chief Steward will be asked to be present.

The Chief Steward will be given a brief notice of the reason for the reprimand on a form to be provided by the Company. If the employee involved desires to file a grievance concerning the reprimand; the Company copy of the notice involved in this paragraph must be initialed by the employee and his Chief Steward.

Upon request to the Labor Relations office by the Business Representative, the cause for such disciplinary suspension or discharge shall be given to the Business Representative in writing.

In imposing discipline on a current charge, the Company will not take into account any prior infractions which occurred more than one (1) year previously. However, any periods of layoff as set forth in Sections 6.7 and 6.9 and any periods of medical leave of absence as set forth in Section 9.1 will be waived in measuring this one (1) year period.

ARTICLE V

Hours of Work and Overtime

Section 5.1 The regular weekly schedule of work of employees on the regular first and second shifts shall consist of five (5) consecutive days, Monday through

Friday, and of employees on the regular third shift shall consist of five (5) consecutive days, Sunday night through Thursday night. This schedule shall not be reduced without consultation with the Union. For all purposes of this agreement except the first sentence of this Section, and notwithstanding any inconsistent provision elsewhere, in the case of employees scheduled to work on the regular third shift the day of work shall be considered to be the calendar day upon which the shift is scheduled to end, and in the case of employees who may hereafter be scheduled to work on irregular shifts who are scheduled to start work on Sundays rather than Mondays, because of the fact that the regular weekly schedule of the regular third shift begins on Sunday instead of Monday, the day of work shall be considered to be the calendar day upon which their shift is scheduled to end.

As the need arises following ratification of this agreement, the Company and Union will meet to discuss the business case need for development of alternate work schedules. Any such schedules may be implemented as the need arises requiring only the approval of the General Committee. Grievances resulting from the implementation of an alternate work schedule shall be presented by members of the General Committee directly to the third step of the grievance procedure.

Section 5.2 The Company shall establish a schedule of three (3) regular consecutive eight-hour shifts as follows:

The first shift shall begin not earlier than 7 a.m. and not later than 7:48 a.m. The second shift shall begin not earlier than 3 p.m. and not later than 3:48 p.m. The third

shift shall begin not earlier than 11 p.m. and not later than 11:48 p.m.

Section 5.3 An employee will receive a twenty (20) minute lunch period to be considered and paid for as time worked during his regularly scheduled shift, provided he has earnings both immediately before and immediately after his scheduled lunch period..

An employee who is scheduled to work four or more hours' overtime prior to or beyond his regular shift will be allowed a ten (10) minute snack break. This snack break must be taken within one-half hour of the time the employee moves from his overtime period into his regular shift or from his regular shift into his overtime period.

An employee assigned to an alternate work schedule comprised of less than 40 hours and who works all of his regularly scheduled hours in any one work week will be compensated for 40 hours for that work week.

Section 5.4 It is recognized that, because of operational requirements, employees may be assigned to a schedule other than a regular shift or schedule as above defined. Exceptions to the regular schedule are:

1. Irregular schedules consisting of five eight-hour shifts, not necessarily coinciding with the regular shift, during the seven calendar days Monday through Sunday.
2. Alternate work schedules consisting of all schedules other than those defined as regular or irregular.

When a new alternate work schedule is initiated within a work group, assignments will be filled in the following manner:

1. In seniority order to those employees currently performing the work.
2. By posting the assignment for job bidding. If the assignment is filled by this Step 2, the junior employee in the classification in the NIO and/or IO shall be placed in the downgrade procedure as defined in Section 6.10, if necessary.
3. If the assignment is not filled by Steps 1 or 2, the Company may then fill it by requiring the junior employee in the classification to move to the opening.
4. Once an Alternate Work Schedule is discontinued in an area each employee displaced shall be placed in the downgrade procedure as defined in Section 6.10.

Employees assigned to irregular shifts or schedules or alternate work schedules, and who feel that such assignments are not based upon real or practical considerations, may seek recourse under the grievance procedure.

Whenever an employee is called to work before the start of his regular shift and he continues to work into his regular shift, he shall be allowed to continue working to the end of that shift.

Section 5.5 Overtime pay of time and one-half the regular straight-time hourly rate shall be paid for work in excess of the employee's regularly scheduled hours on any regularly scheduled workday or for days outside the employee's regularly scheduled workweek.

Section 5.6 Overtime pay of time and one-half the regular straight-time hourly rate shall be paid for work performed on the following recognized holidays:

May 31, 1999	(Monday)
July 5, 1999	(Monday)
September 6, 1999	(Monday)
November 25, 1999	(Thursday)
November 26, 1999	(Friday)
December 24, 1999	(Friday)
December 25, 1999	(Saturday)
December 31, 1999	(Friday)
January 1, 2000	(Saturday)
January 17, 2000	(Monday)
April 21, 2000	(Friday)
May 29, 2000	(Monday)
July 4, 2000	(Tuesday)
September 4, 2000	(Monday)
November 23, 2000	(Thursday)
November 24, 2000	(Friday)
December 24, 2000	(Sunday)
December 25, 2000	(Monday)
December 31, 2000	(Sunday)
January 1, 2001	(Monday)
January 15, 2001	(Monday)
April 13, 2001	(Friday)
May 28, 2001	(Monday)
July 4, 2001	(Wednesday)
September 3, 2001	(Monday)
November 22, 2001	(Thursday)
November 23, 2001	(Friday)
December 24, 2001	(Monday)
December 25, 2001	(Tuesday)
December 31, 2001	(Monday)
January 1, 2002	(Tuesday)
January 21, 2002	(Monday)
March 29, 2002	(Friday)
May 27, 2002	(Monday)

July 4, 2002	(Thursday)
September 2, 2002	(Monday)
November 28, 2002	(Thursday)
November 29, 2002	(Friday)
December 24, 2002	(Tuesday)
December 25, 2002	(Wednesday)
December 31, 2002	(Tuesday)
January 1, 2003	(Wednesday)
January 20, 2003	(Monday)
April 18, 2003	(Friday)
May 26, 2003	(Monday)
July 4, 2003	(Friday)
September 1, 2003	(Monday)
November 27, 2003	(Thursday)
November 28, 2003	(Friday)
December 24, 2003	(Wednesday)
December 25, 2003	(Thursday)
December 31, 2003	(Wednesday)
January 1, 2004	(Thursday)
January 19, 2004	(Monday)
April 9, 2004	(Friday)
May 31, 2004	(Monday)
July 5, 2004	(Monday)
September 6, 2004	(Monday)
November 25, 2004	(Thursday)
November 26, 2004	(Friday)
December 24, 2004	(Friday)
December 25, 2004	(Saturday)
December 31, 2004	(Friday)
January 1, 2005	(Saturday)
January 17, 2005	(Monday)
March 25, 2005	(Friday)

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When any of the above holidays (with the exception

of December 24 and December 31 of any year) falls on Sunday, Monday will be observed as the holiday.

Section 5.7 For purposes of computing the pay under Sections 5.5 and 5.6 above, the day of work shall be considered the calendar day upon which the employee is in fact authorized to start work.

Section 5.8 Overtime hours shall be allocated as evenly as possible on each shift among those employees who are within the classification where the work is to be performed under the jurisdiction of the shift Foreman and who are qualified to perform the overtime work to be assigned. In those circumstances where employees regularly work in other classifications during the scheduled work week, then overtime hours shall be allocated among the employees who are regularly assigned to such work under the jurisdiction of this shift foreman.

In the event that such employees within the classification under the jurisdiction of the shift Foreman are unavailable for overtime assignment, the assignment will be given to other qualified employees in the following manner except Maintenance employees whose scheduling will begin with (b):

- (a) To a qualified employee lowest in overtime of all employees in or assigned to similarly rated and higher rated classifications under the shift Foreman where the overtime is to be worked.
- (b) To a qualified employee in the same classification under the shift Designated Company Representative.
- (c) To a qualified employee in a similarly or higher rated classification under the shift Designated Company Representative.

- (d) To a qualified employee in the same classification on the shift in the building.

In the event that such employees are unavailable for overtime assignment as indicated in (a), (b), (c) or (d) above, the assignment will be given to other employees in the same classification, similarly rated or higher rated classifications who are qualified to perform the required work. The restriction which prohibits an employee from working more than twenty-five percent (25%) of another shift's overtime will not be applicable to an employee scheduled in accordance with this paragraph.

If overtime work has been scheduled and the work is canceled, any employee who has been scheduled to perform that work will not be charged for the hours involved.

The phrase "as evenly as possible," as used in this Section with respect to overtime hours, shall mean that a variance in hours between the employee highest in overtime hours worked and other qualified employees in the same job classification within the allocation area shall not exceed twenty-four (24) hours during the term of this agreement, commencing with the effective date (when an employee becomes qualified as noted in this paragraph, he shall immediately be charged with overtime the same as if he had been transferred in).

"Qualified," as herein used, shall mean that an employee has demonstrated his ability, through previous performance at the Joliet Plant, to perform the type of work which is to be scheduled for overtime work and meets the other requirements of this Section 5.8.

Should the overtime list given to the Chief Steward, as indicated in Section 5.10, indicate any differential exceeding that mentioned above, the Company must be

able to answer the grievance by (1) justifying the excess or, if not justifiable, (2) correcting such excess within four (4) work weeks if possible, or, if not possible, (3) paying proper employee or employees.

Should a grievance be filed over the assignment of overtime to an employee under (a), (b), (c) or (d) above of this Section 5.8, the Company must be able to answer the grievance by (1) justifying the assignment, or, if not justifiable, (2) correcting such assignment within four (4) work weeks if possible, or, if not possible, (3) paying proper employee or employees.

An employee called to work on an overtime day outside of regularly scheduled hours will not have such hours of work counted against him for purposes of allocating overtime hours evenly. However, with the exception of Maintenance employees, an employee who is called to work and works overtime hours on his regular shift will have such hours of work counted against him for purposes of allocating overtime hours evenly.

An employee returning from a leave of absence to the same classification and allocation unit will be placed in the same relative position to the highest employee in his classification with respect to overtime hours he had at the time his leave commenced. However, the above shall not include any Chief Steward or other employee where hours in excess of twenty-four (24) hours' overtime have been justified.

"Leave of absence," as used in this Article, shall mean any employee who has been absent for more than seven (7) consecutive calendar days, excluding vacation periods and jury duty.

It is agreed that in those circumstances where employ-

ees work overtime on a loaned out basis the overtime worked will be charged back to their allocation unit.

The parties agree that it is necessary from time to time to fill vacancies and supplement the number of employees in an area on a temporary basis. Such situations may occur as a result of vacations, medical leaves, and where circumstances of a similar nature exist. Employees affected by their movement into such areas shall be considered as "loaned out." Any overtime that may occur in their loaned-out section shall be charged in accordance with the foregoing provisions of this Section 5.8. Any time it appears that such an employee will be loaned out for a period of more than forty-five (45) consecutive calendar days, and if it is brought to the attention of either party to this agreement, the Company, within one (1) week, shall return the loaned employee to his original allocation unit.

When liability has been established on the Company's part as a result of a grievance of an employee in an overtime allocation unit who could normally expect that he should have worked the overtime in question, such payment will be made to the employee whose working, had he done so that day, would have incurred no liability to the Company.

No employee will be allowed to work more than twenty-five percent (25%) of another shift's overtime where there is an employee or employees on that shift who could normally be expected to perform the overtime assignment.

When an employee is moved to a different allocation unit, or to a different classification in his own allocation unit, he shall immediately be charged with the same number of overtime hours as the highest employee in his

classification or, if none, the highest employee who has been in that classification on at least one (1) day in the ten (10) preceding regular workdays, excluding the Chief Steward.

When an employee is moved to a different classification, or to the same classification in a different allocation unit; and no employee is in his classification or has been in or assigned to that classification on at least one (1) day within the ten (10) preceding regular workdays, he shall immediately be charged with the same number of overtime hours he had in his old allocation unit. When two (2) or more employees are involved, the hours charged shall be the highest amount of any of these two (2) or more employees. However, in neither case shall such hours be higher than the highest number of overtime hours charged against any other employee in that allocation unit, excluding the Chief Steward.

Notwithstanding other provisions of this Section, and solely for the purpose of allocating overtime in direct labor areas, Material Specialists-2 and Crane Operators-3 will share in their respective classifications within the department. Insofar as Material Specialists-2 are concerned, this provision shall only apply to those who operate power trucks in direct labor areas. Further, in indirect areas those 3P51 Materials Specialist-3 employees who are assigned to the Accounting Department will share overtime under the Designated Company Representative.

At the start of this agreement, and the Monday following each subsequent odd year anniversary date, all employees in the bargaining unit shall be placed at "0" on the overtime lists.

Section 5.9 Whenever an employee is scheduled to work overtime on a regularly scheduled workday he shall

be notified at least the workday prior to the day upon which the overtime is to be worked. An employee may be scheduled to work overtime only in the event he is properly notified as herein provided. An employee not desiring to work overtime, however, shall not be scheduled to do so, if he promptly notifies his Supervisor, and if within the allocation unit normally sharing the overtime, there can be found another employee available who would be willing to work such overtime. An employee so notifying his Supervisor shall, in any event, be excused from such overtime assignment, if his request to be so excused is based on compelling personal reasons (such as personal illness or injury to his immediate family).

Whenever an employee is scheduled to work on a day outside his regularly scheduled workweek or a holiday, he shall be notified not later than the end of his shift the second day prior to the date the work is required. If he refuses to work on any of the above-mentioned days with such notice, the hours he was asked to work shall be counted as hours worked for purposes of allocating overtime hours evenly.

If an employee scheduled to work an overtime day outside his regularly scheduled workweek is absent on the day before the overtime day, such employee may be removed from the overtime schedule unless he notifies the Company within the first four (4) hours of his scheduled shift the day prior to the overtime day to confirm his availability.

An employee who has worked all of the days of his regularly scheduled workweek and has worked one or more additional overtime day(s) within such same week, and has done so for three (3) or more consecutive weeks shall not be required to work more than his number of

regularly scheduled work days during the following week without his consent, with the exception of employees scheduled in accordance with Sections 5.4 and 5.12.

An employee assigned to a weekly schedule of work which does not include Saturday as a regularly scheduled workday will not be required to work a Saturday that immediately follows, or precedes, any of the holidays specified in Section 5.6 falling on a Friday or Monday, except when necessary to protect the physical plant and/or equipment or unless the employee has been notified at least fourteen (14) calendar days earlier that his services are needed for repairs that the Company has scheduled during such holiday weekend.

An employee will not be scheduled to work more than twelve (12) hours on a regularly scheduled shift.

Section 5.10 When computing overtime pay, it shall be computed under Paragraph 1. or Paragraph 2 below, whichever will produce the greater pay for the involved employee:

- (1) All hours worked in excess of regularly scheduled hours during any twenty-four (24) hour period during the regular weekly schedule of work shall be considered overtime and paid for at time and one-half the regular hourly rate. Any employee refusing to work the above-mentioned overtime shall have the hours he would have worked counted as hours worked for the purpose of allocating overtime evenly.
- (2) All hours worked outside of an employee's regularly scheduled hours and not otherwise compensated for shall be considered overtime and paid for at time and one-half his regular straight-time hourly rate. Any employee refusing to work the

above-mentioned overtime shall have such hours counted as hours worked for the purpose of allocating overtime.

Notwithstanding the provisions of Section 5.8, and solely for the purpose of providing adequate Union representation, a Chief Steward representing employees in a given jurisdiction area shall have an opportunity to work overtime when there is overtime work the Chief Steward is able to do, and when at least one-half of the employees in his jurisdiction are scheduled to work the overtime. If a Chief Steward refuses to work under the provisions of this paragraph, the hours he was asked to work shall not be counted as hours worked for purposes of allocating overtime hours evenly.

If at any time a Chief Steward relinquishes his position with the Union, but remains in his classification and allocation unit, the overtime hours which he has accumulated in excess of other employees in his classification as a result of being a Union official will be considered as justifiable.

In determining when at least one-half of the employees in a Chief Steward's jurisdiction are scheduled to work, no employee on leave of absence as defined in Section 5.8 will be counted. When determining one-half of the employees represented by such Chief Steward, the employees will be counted under the Chief Steward in their section regardless of the section they work in.

Chief Stewards scheduled to work under this Section will be scheduled to work in their classification when there is scheduled work in their classification they are able to perform. Only in the event there is no work for them to perform in their classification will they be scheduled to work in another similarly rated or lower rated

classification in scheduled work which they are able to do and is within their respective jurisdictions.

The Chief Steward will receive from the supervisor, on the fifth (5th) day of each month, a list of those employees who have been charged for overtime within the past month. Such list will be in classification order and shall indicate the overtime worked during the past month and the cumulative overtime since the effective date of this agreement.

Section 5.11 An employee working on overtime may be required to perform up to twenty-five percent (25%) of hours worked, in the same or one other classification within the respective direct or indirect areas in a building, except in Maintenance which shall be under the Designated Company Representative.

If an employee working overtime is unable, because of machine or equipment breakdown, system availability, or material availability, to perform the scheduled work, such employee may, at the Company's discretion, be assigned to other necessary work for the remainder of the time for which he had been scheduled.

Notwithstanding other provisions of this Section 5.11, when an employee has been scheduled for overtime in accordance with Section 5.8, is absent for that overtime and all other qualified employees in that classification in that allocation unit have been asked to work, then another qualified employee from a similar or higher rated classification who is at work may be assigned to perform the absent employee's work.

Section 5.12 Notwithstanding other provisions of this Article, in a section or sections where there is a seven (7) day operation, and employees are assigned to an irregular work schedule, Saturday and Sunday shall be

allocated as evenly as possible on that shift among those employees assigned to such irregular work schedule. Assignment under this provision shall be to qualified employees by plantwide seniority in those classifications within the section or sections scheduled for the irregular shift. If a sufficient number of employees cannot be secured in such section or sections, the additional help will be secured from qualified employees in the involved classifications within the jurisdiction of the shift, Designated Company Representative, thereafter at the discretion of the Company. The swing man shall be selected on the above basis from qualified employees in the highest top rated classification or classifications assigned to such irregular work schedule. If it is necessary to schedule a swing man from outside the classification, he shall be selected on the above basis from qualified employees from a classification with the same or a higher top rate than any of the highest top rated classification or classifications scheduled for such irregular work schedule. Assignments shall be rotated also among the employees by seniority within these classifications at the completion of each cycle.

However, it is hereby agreed that the Company will not schedule a seven (7) day operation hereunder until all employees in the classification within the section which would be involved in such seven (7) day operation are scheduled and working six (6) days a week. Further, all overtime hours worked as a result of a seven (7) day operation shall be shown on the overtime list referred to in Section 5.10.

All overtime hours accumulated under this Section shall be counted as overtime hours for the purpose of allocation as indicated in Section 5.8. However, when an employee is removed from the seven (7) day operation as

defined in this Section 5.12, such additional hours in excess of twenty-four (24) over and above that of other employees in his overtime allocation unit shall be considered justified excess.

In the section or sections where the seven (7) day operation is scheduled, the Chief Steward will be given the first opportunity to work the seven (7) day schedule if there is work scheduled in his classification. Therefore, Section 5.10 will not apply for a Chief Steward on the seven (7) day schedule.

Section 5.13 Overtime pay shall not be pyramided nor paid twice for the same hours worked, nor shall an employee receive payment for the same day under more than one of the provisions of Section 12.1, 12.2, 12.3, 12.4 and 12.5.

Section 5.14 The Company will pay night rates which are sixty (60) cents per hour above day rates. Night rates shall apply to all employees authorized to start work between 2 p.m. and 2 a.m. inclusive. Any employee who is regularly assigned to and works a shift whose starting time entitles the employee to receive a night shift premium and who is called to work before 2 p.m. and continues to work to the end of his regular shift shall be paid night shift rates.

Section 5.15. An employee called to work outside of his regular schedule shall receive a minimum of four (4) hours' pay at whatever rate is applicable.

This Section shall not apply if such employee works continuously four (4) or more hours or leaves work during the four (4) hours for reasons beyond the control of the Company.

An employee asked to work, and who works, beyond the end of his regular scheduled shift will receive a

minimum of one hour's pay at whatever rate is applicable. However, this shall not apply if such employee leaves work during that hour for reasons beyond the control of the Company.

An employee scheduled to work a specified amount of overtime will be paid for those hours, once he starts his overtime. However, this shall not apply if such employee leaves work during those hours for reasons beyond the control of the Company. If the work he is scheduled to perform is finished early, or is not available for any other reason, he may be asked to perform other work (for which he is qualified and properly paid) during the remaining time for which he has been scheduled.

Section 5.16 When there is no work, or not enough work, and an employee is permitted to report for work on his regular shift without a reasonable effort being made to notify the employee not to report, then the employee shall receive a minimum of four (4) hours' pay at whatever rate is applicable, unless the lack of work is caused by a labor dispute, or is brought about by a condition beyond the control of the Company.

Section 5.17 Except as otherwise provided below, all employees hired after the effective date of this Agreement, will have their pay distributed by electronic funds transfer to a financial institution of their choosing which accepts such funds transfer.

As a condition of employment, all current employees will make necessary arrangements to allow for electronic funds transfer. All current employees will have 60 days following the effective date of this Agreement to select a financial institution which accepts such funds transfer and will provide necessary information to the Company to facilitate such transfer.

Therefore, beginning 90 days following the effective date of this Agreement, all employees will have their pay distributed by electronic funds transfer. Payday will be on Friday or on the next banking day preceding Friday if Friday is a banking holiday. The Company will distribute non-negotiable pay stubs by mail to all employees.

ARTICLE VI

Seniority

Section 6.1 A new employee shall be considered probationary for a period of one hundred twenty (120) days of actual work. There shall be no seniority among or for probationary employees and the Company shall not be responsible for re-employment if they are laid off during this period for any reason. After an employee has been in the employment of the Company for more than one hundred twenty (120) days of actual work, he ceases to be probationary and shall have his seniority date as of the last date of hire. A probationary employee's discharge shall not constitute a grievance.

Section 6.2 Seniority shall be measured by length of time with the Company since the last date of hire, and is broken for the following reasons only:

- a. If the employee quits.
- b. If the employee is discharged and not reinstated.
- c. If the employee fails, while laid off, to respond to a recall to work (issued by the Company) within a period of five (5) days. Recall notification will be by registered or certified letter mailed to the employee's last known address. The Company will grant an extension to the five (5) day period if satisfactory reason is given for the employee's inability to report for work immediately.

- d. If an employee refuses, while laid off, to accept an offer of recall.
- e. If an employee has been laid off for a period greater than his accumulated seniority at the time of layoff.
- f. If an employee accepts a Separation Payment in accordance with the provisions of Article IV of the current Supplemental Unemployment Benefit Plan covered by agreement between the parties.
- g. If an employee fails, unless satisfactory reason is given, to report for work by his fourth scheduled workday following a temporary reduction in force under the provisions of Section 6.9 or any other layoff where the return-to-work date has been announced prior to the beginning of such layoff and such employee has received written notice of such date.

Whenever seniority is a factor and two (2) or more employees have the same plantwide seniority, the eldest in age will be considered the most senior.

Section 6.3 When an employee is transferred into the bargaining unit from another plant of the Company, or another certified bargaining unit, only that portion of his seniority as defined in Section 6.2 which was accumulated on and after the date of such transfer shall be considered in applying the seniority provisions of this Article VI.

Section 6.4 A "Seniority Unit" is either an Interchangeable Occupational Unit (IO) or Non-Interchangeable Occupational Unit (NIO).

Non-Interchangeable Occupational Units are listed in Appendix B.

Section 6.5 If, under this agreement, an employee is laid off, the employee's seniority shall continue to accumulate during such layoff, as indicated in Section 6.2(e). Seniority shall accumulate during leaves of absence.

Section 6.6 Six (6) copies of a seniority list shall be submitted to the Union semiannually, on May 15 and November 15. Two (2) copies shall be alphabetical by each Non-Interchangeable Occupational Unit and Interchangeable Occupational Unit; two (2) copies shall be by plantwide seniority within each NIO and IO; and two (2) copies shall be by plantwide seniority. All copies shall include the employee's name, factory number, seniority date, code number, labor grade and shift. The Union will also be provided two (2) copies in seniority order of employees and their job experience with Caterpillar Inc.

Section 6.7 In the application of the seniority provisions of this Article, a layoff shall be considered an interruption of employment caused by a reduction in force due to a reduction in regular operating schedules, as distinct from temporary layoffs which are due to material shortage, equipment failure, power failure, labor dispute or other similar circumstances which cause a temporary cessation or reduction in operations of such nature that application of the regular seniority provisions would not be feasible.

Section 6.8 No temporary layoff shall exceed ten (10) calendar days without consultation with the Union as to the feasibility of applying the regular seniority provisions.

Section 6.9 A temporary reduction in force of one (1) or more full week's duration for the purpose of reducing, or avoiding an increase in, inventory of finished products because of sales prospects shall not be subject to

the provisions of this Article VI unless it either continues for more than two (2) consecutive such weeks or has been preceded in the same calendar year by a total of eight (8) such weeks of temporary reductions for such purpose for any individual employee.

Section 6.10 In the event of reduction in force or layoff on a plantwide bargaining unit basis as defined in Section 6.7 of Article VI, employees will be placed or laid off in accordance with the following:

- a. Within the bargaining unit, there shall be Non-Interchangeable Occupational Units (NIOs) and an Interchangeable Occupational Unit (IO). The number and definition of NIOs shall be as set forth in this agreement. The IO shall contain, except by mutual agreement, all job classifications within Labor Grades I and II. There may also be one or more mutually agreed Specialized Class(es) (SC) and/or Specialized Job(s) (SJ).
- b. If it is necessary to reduce the number of employee(s) in a classification on a shift, and available opening(s) exist on another shift within the same classification, the junior employee(s) in the same classification on the shift being reduced, shall be moved, seniority permitting, in accordance with Section 6.14. The employee(s) in the classification who does not have sufficient seniority to be placed in accordance with Section 6.14, shall be placed in the opening(s) that remains.
- c. If it is necessary to reduce the number of employees in a classification in an NIO, the junior employee(s) in the classification will, seniority permitting, displace the junior employee(s) in the

NIO in the same or lower labor grades. If several employees are to be simultaneously placed, the Company will displace the junior employees in a manner which takes advantage of employees' previous experience and ability.

- d. Employees displaced from an NIO due to lack of seniority shall, seniority permitting, displace the junior employee(s) in an NIO in the highest classification which the employee has successfully held. However, employees assigned to NIO 18 through and including NIO 26 who are displaced from such NIO due to lack of seniority shall, seniority permitting, displace the junior employee(s) in NIO 27. If such employee(s) cannot displace an employee(s) in NIO 27, due to lack of seniority, such employee shall, seniority permitting, displace the junior employee(s) in an NIO in the highest classification which the employee has successfully held. If several employees are to be simultaneously placed, the Company will displace the junior employees in a manner which takes maximum advantage of employees' previous experience and ability.**
- e. After exhausting the provisions of Paragraph (d), employee(s) displaced from an NIO will, seniority permitting, displace the junior employee(s) in the IO.**
- f. If it becomes necessary to reduce the number of employees in a classification within the IO, the junior employee(s) in the classification will, seniority permitting, displace the junior employee(s) in the IO. If several employees are to be simultaneously placed, the Company will displace the**

junior employees in a manner which takes advantage of employees' previous experience and ability. The junior employee(s) within the IO will be scheduled for layoff.

- g. After exhausting the provisions of Paragraph (f), an employee who is scheduled for layoff will, seniority permitting, displace the junior employee in any NIO on any classification which the employee has successfully held. Employees displaced in accordance with this Paragraph (g) will be placed in accordance with the provisions of this Section 6.10. If several employees are to be *simultaneously placed*, the Company will displace the junior employees in a manner which takes advantage of employees' previous experience and ability. Movement under this Paragraph (g) may be metered in order to minimize disruption; however, employees will be placed within 30 days of their scheduled date of layoff. This period may be extended by mutual agreement.
- h. Notwithstanding paragraphs (b), (c), (d), (e), (f) and (g) above, employees in an SC may only be displaced by senior employees in the same SC. Also, employees in an SJ may only be displaced by senior employees in the same SJ or by senior employees in the same NIO who have previously performed the SJ.
- i. An employee scheduled for reduction in force or layoff may, at the Company's discretion, be retained for the purpose of and for the period of training his replacement.

Section 6.11 In the event of a layoff on a plantwide basis, the Union shall be furnished within five (5) work-

ing days a complete copy of a plantwide seniority list of all employees in the bargaining unit and a complete copy of a plantwide seniority list of all employees laid off from the bargaining unit. These lists shall be by seniority sequence and will list the employee's name, factory number, seniority date, code number and labor grade, and shall be current as to the day of the layoff. The Union also will be given a list of employees who are recalled to work.

Section 6.12 Employees who are to be laid off in accordance with Section 6.10 will be given advance notice of not less than five (5) working days. The Union shall be given an opportunity to review all cases of layoff.

Section 6.13 In the case of all placements under 6.10, employees must possess all basic skills and abilities necessary to perform the job within a reasonable period. For the purpose of Article VI, the reasonable period during which an employee will be expected to become an independent performer will be as follows:

For placement into a job in Labor Grade:	Maximum Period Will be:
4 and Above	15 work days
3	10 work days
1 & 2	5 work days

If an employee does not possess all the basic skills and abilities, or does not become independent within the above stated period for the job, the Company shall proceed to the next step in the downgrade/layoff/recall procedure.

Section 6.14 Each employee may make written application indicating his preferred shift on a form provided by the Company. The employee's supervisor shall sign the form and return a signed copy to the employee. In

order to be effective, such form must be filed at least thirty (30) calendar days prior to the effective date of a reduction in force or layoff. Once filed, a form will remain effective until withdrawn or modified. If an employee modifies his preferred shift, it will not become active for a period of thirty (30) calendar days.

If an employee submits a timely form, it will be used after the determination is made as to which classification the employee is to be assigned in accordance with the provisions of Section 6.10. The employee shall be placed, seniority permitting, on his preferred shift.

If an employee does not file such a form, the employee will have no shift preference.

Prior to recalling or hiring to fill a job opening in Labor Grade 1 or Labor Grade 2 classifications, the senior employee in the classification within the department where the opening exists whose first preference on the shift preference form is the same as the shift of the opening shall be moved to such opening. No more than two shift changes within the department shall be made under this paragraph for each original opening.

In the event it is necessary to reduce the number of employee(s) in a classification on a shift within the department not associated with a reduction in force under Section 6.10, and available opening(s) exist on another shift in the same classification within the department, the opening(s) shall be filled by placing the senior employee(s) from this same classification within the department, whose first preference on the shift preference form is the same as the shift of the opening(s). No more than two shift changes within the department shall be made under this paragraph for each original opening. In the event that the above mentioned moves do not

reduce the number of employee(s) on the appropriate shift, then the junior employee(s) in this classification from the appropriate shift, shall be placed in the opening(s) that remains.

Section 6.15 Before job openings in the IO are filled by new hires, they will be filled by recalling the senior employee on layoff (if any) who possesses the basic qualifications and physical requirements which exist for the job opening.

Section 6.16 If a job opening is to be filled by job posting, employees who file a written application on a form provided by the Company (hereinafter referred to as a Bid) for the opening will be considered in accordance with the provisions of Section 6.17 through Section 6.23. However, successful bidders to job openings in Labor Grade 1 or Labor Grade 2 will receive competitive wage rates as shown in Appendix A, Schedule 4.

Section 6.17 A notice, designated as "Notice of Job Opening", of the existence of an opening will be posted on bulletin boards reserved for that purpose and will be posted for a period from Thursday of one week through Monday of the following week (when Thursday or Monday is an observed holiday, an additional day will be added to the posting period). The notice of job opening will:

- (a) indicate the effective time and the date the posting period begins and ends; and
- (b) identify the job classification, section, seniority unit, shift and hours of shift.

However, when the number of job openings to be posted exceeds forty (40) for any one posting period, the notice of job opening will identify the job classification,

departments, seniority unit, building, shift and hours of shift.

For the purpose of this section, the following will be recognized departments:

Fabrications	(Fab)
Cabs	(Cabs)
Large Mining Product	(LMP)
Valves-Pumps-Motors	(VPM)
Cylinders	(Cyl)
Hydraulic Logistics	(Hyd. Log.)
Plant Engineering	(PE)

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Departments may be added or deleted as the need arises.

Section 6.18 Employees actively at work will be eligible to file a Bid on an opening provided that:

- (a) The employee is assigned to a job classification in a lower labor grade than the labor grade of the job classification posted.
- (b) The employee is assigned to a different shift in the same job classification and has not moved more than twice within such classification in accordance with the provisions of this Section 6.18(b) for a period of at least twelve (12) months.
- (c) The employee is assigned to a different job classification with a labor grade equal to or higher than the labor grade of the job classification posted.
- (d) The employee is assigned to a different department.

An employee moved to a job opening by the provisions of (c) or (d) may not file any bids for a period of twenty-four (24) months.

Section 6.19 Once the openings are posted, an eligible employee may file a bid by completing a Bid form for each desired opening, not to exceed three during any one posting period, and submitting it in the prescribed manner. A Bid will be rejected if it:

- (a) is submitted after the expiration time and date of the posting period; or
- (b) exceeds the limitation of three being filed at any one time; or
- (c) does not adequately identify the employee and the job for which the employee is bidding.

A properly submitted Bid shall remain active until the Company selects an employee for such posted opening or until the opening by job posting is cancelled:

Section 6.20 When an opening is to be filled using the job posting procedure, the Company will consider all bids properly submitted during the posting period.

Employees filing properly submitted Bids will be considered based on job qualifications and seniority as follows:

- (1) The employee is assigned to a different shift in the same job classification within the department of the job opening.
- (2) The employee is assigned to a job classification within the department of the job opening in a lower labor grade of the job opening than the labor grade of the job classification posted.
- (3) The employee is assigned to a different job classification within the department of the job opening with a labor grade equal to the labor grade of the job classification posted.
- (4) The employee is assigned to a different job clas-

sification within the department of the job opening with a labor grade higher than the labor grade of the job classification posted.

- (5) The employee is assigned to a different department.

When job qualifications are approximately equal, the senior employee shall be selected to fill the opening.

Employees so selected will be assigned to the opening and will be required to accept such assignment.

An employee who bids on more than one job opening during a posting period, and who has the qualifications and seniority to be placed in such openings, shall have the Bids considered in the order the Bids were submitted. If the order in which the bids were submitted is not readily apparent, the Company will determine the appropriate opening for the employee to be placed.

Job openings may be cancelled for real and practical reasons.

Section 6.21 Successful bidders must meet any basic qualifications which have been established for that particular job.

Section 6.22 If there are no successful bidders for a job opening in Labor Grade 3 or higher, an employee will not be hired into the job if there are employees on layoff who have previously held the job in question or who have the basic qualifications for the particular job. However, for such jobs in Maintenance or the Tool Room, the employee on layoff must have the qualifications to perform the work of that particular job.

Section 6.23 In the event the Company elects to fill a job opening by reassignment, the reassignment shall be based on real and practical considerations, without

discrimination; if the reassignment is not based on such reasons, then it shall be made on the basis of seniority.

Reassignment for the purpose of this Section means the assignment of an employee to a job opening in the same classification on the same shift but under a different Foreman.

Section 6.24 When an employee enters a Supervisor's jurisdiction and comes under the supervision of that Supervisor, the Supervisor will, within two (2) working days, provide the Chief Steward of the area with the employee's name, I.D. number, plantwide seniority date, job classification and seniority unit.

Section 6.25 In the event of a layoff as defined in Section 6.7 of Article VI, and solely with respect to such layoff, elected officers of the Union and members of the General Committee and their successors shall be considered to have top seniority in their respective areas of jurisdiction, provided they are able to perform the available work without being trained.

Section 6.26 Solely for the purpose of providing adequate Union representation, Chief Stewards shall, in the event of layoff, be continued at work as long as there is a job in their respective jurisdiction which they are able to perform without being trained.

Chief Stewards shall, in the event of downgrading, be permitted to remain in their respective jurisdiction as long as there is a job which they are able to perform without being trained.

Solely for the purpose of providing adequate Union representation during a temporary layoff or temporary reduction in force, Chief Stewards shall be continued at work as long as there is a job in their respective jurisdiction which they are able to perform without being trained;

however, a Chief Steward may refuse the assignment if he is being retained solely because of this paragraph.

Solely for the purpose of providing adequate Union representation following a layoff, the Company will in any case where such layoff has continued for less than six (6) months and where the Chief Steward's jurisdiction has been re-established, recall such Chief Steward to his former jurisdiction, provided there is a job he can perform without being trained.

Section 6.27 An employee who has been or is transferred from a job in the bargaining unit to a job outside of the bargaining unit, but located at the Joliet Plant, prior to June 1, 1983, shall continue to accumulate seniority during the period prior to June 1, 1983, provided he remains in a job with the Company outside of the bargaining unit, but located at the Joliet Plant.

An employee who is transferred from a job in the bargaining unit to a job outside of the bargaining unit on or after June 1, 1983, shall not accumulate seniority during the period on or after June 1, 1983, provided he remains in a job with the Company outside of the bargaining unit, but located at the Joliet Plant.

In either event, upon an offer by the Company to him of an opportunity to return to the bargaining unit, he may exercise the seniority he accumulated prior to June 1, 1983, plus any additional seniority he acquired while working on a job in the bargaining unit subsequent to June 1, 1983, in accordance with the applicable provisions of this Agreement.

Section 6.28 An employee placed on a job through job posting must satisfactorily complete the certification process for the job within the designated time frame and must perform the specific job satisfactorily or the em-

ployee will be demoted due to lack of skill and ability. An employee who is demoted will be placed in accordance with the provisions of Section 6.10. However, the employee will only be considered for placement in the seniority unit from which he was assigned immediately prior to the demotion, if applicable.

ARTICLE VII

Apprenticeship and Training.

Section 7.1 The Apprenticeship Program for Tool Room Machinists is to be governed by the Apprentice Standards as written in Exhibit "B" of the Agreement. The term "Apprentice" shall mean a person who has agreed to work at and learn the trade of one of the following: Tool Room Machinist, Electrician or Machine Repair Mechanic.

Section 7.2 Apprentices and/or trainees shall be under the direct supervision of a Company selected supervisor, who will determine training requirements and progress.

Section 7.3 Number of Apprentices and Trainees.

The total number of apprentices and/or trainees actively working in the bargaining unit shall be limited to not more than 6% of the employees in the bargaining unit.

Section 7.4 Training Stations

Upon ratification of this agreement, the Training Designated Company Representative will furnish to each Training Chief Steward a list of training stations or training assignments under that Chief Steward's jurisdiction. A similar list shall be supplied to the Union office at the same time by the Labor Relations Department.

When a new station or assignment is to be added, or a station or assignment changed, notice will be given

during the second calendar week preceding the Monday the station or assignment will be established or changed.

Section 7.5 Training Assignments

The Company will assign apprentices and trainees to work on designated training stations or training assignments, except when there is a machine breakdown or lack of work at their training stations or training assignments.

If an apprentice or trainee is absent from his station or assignment and the station or assignment is to be filled, it will be filled by any qualified operator from the same shift.

Section 7.6 Overtime

Notwithstanding the provisions of Section 5.8, and with the exception of the vestibule training area, when a training station or training assignment works overtime, an apprentice or trainee will perform such work. If the apprentice or trainee on that station or assignment is not available and the station or assignment is worked, any qualified operator may be assigned to perform the work assignment. In the vestibule training area, identical-type training stations will be considered as one training station for the trainees assigned to that area. If no apprentice or trainee is available on that shift, then a regular operator may be assigned to that machine or work.

Section 7.7 Apprentice and Trainee Layoff

In the event of layoff in the bargaining unit or a *reduction in force within apprentice classifications*, apprentices and trainees shall be retained in accordance with the following:

- (1) Employment in training classifications shall be

reduced in order of the least skilled first, regardless of seniority.

- (2) Employment in the Apprentice classifications may be reduced but in any event shall not exceed those maximum levels provided for in Section 7.3.

Employees so removed from the apprentice or training program shall be eligible to exercise their seniority as provided in Section 6.10.

ARTICLE VIII

Vacation and Separation Payments

Section 8.1 It is hereby agreed that each employee covered by this agreement shall be eligible for and receive, in addition to his wages and in the manner provided herein, an amount to be known as a vacation payment.

Section 8.2 If consistent with production requirements, those departments in which a summer shutdown is contemplated will close the department for up to two weeks between June 15 and September 15, for the purpose of giving employees their vacations.

It is understood that management shall notify employees about the specific dates for their department not less than 60 days prior to the first day of the vacation period. In any event, such notification shall be made by May 15 of each year.

It is understood that the vacation period in 1999 will be:
July 19, 1999 through August 1, 1999.

Section 8.3 Vacations may not be postponed from one year to another and cannot be made cumulative. All vacations shall be taken during the vacation periods except for the following:

- (a) Vacations of employees required for urgent work and vacations of employees in certain departments responsible for rendering service to customers and maintenance of plant and properties.
- (b) For those employees eligible for 120 or 160 hours of vacation.

Vacations for such employees shall be taken at such times during the "base period" in which the pay applicable to that vacation was earned and may be taken in hourly increments of four (4) or more hours. An employee who is eligible for additional vacation in accordance with (a) and (b) above may request, and will be granted, vacation time when desired, provided (1) that the employee requests such time off at least two (2) regularly scheduled workweeks prior to the first day of such vacation; (2) that no more than three employees under a Foreman request such time off; and (3) that no more than one employee in a classification under a Foreman requests the same partial day or days off or no more than two employees in a classification, if more than twelve employees are assigned to such classification under a foreman, request the same partial day or days off. Additional employees may request, and will be granted, the same time off by mutual agreement.

Section 8.4 The "base period" for the purpose of computing vacation and separation payments shall be a period of approximately one (1) fiscal year, from the end of the last full week in May, one year, through the last full week in May, the year succeeding.

Section 8.5 Each employee having less than ten (10) years of service with the Company at the end of the month at which the "base period" terminated shall be eligible for 80 hours of vacation. Each employee having

ten (10) or more years of service with the Company at the end of the month in which the "base period" terminated shall be eligible for 120 hours of vacation. Each employee having twenty (20) or more years of service with the Company at the end of the month in which the "base period" terminated shall be given an opportunity for 160 hours of vacation if his services are not required.

Section 8.6 The vacation payment made in 1999 shall be an amount in addition to the employee's regular wages and shall be computed as a percentage of the total amount of such regular wages earned by the employee during the preceding "base period," less required deductions. The percentage to be used in computing an employee's vacation payment shall be as set forth in the schedule below:

- (a) For an employee having less than ten (10) years of service with the Company end of the month in which the "base period" terminates; the applicable percentage shall be six (6) percent.
- (b) For an employee having ten (10) or more, but less than twenty (20) years of service with the Company at the end of the month in which the "base period" terminates, the applicable percentage shall be eight (8) percent.
- (c) For an employee having twenty (20) or more years of service with the Company at the end of the month in which the "base period" terminates, the applicable percentage shall be ten (10) percent.

The above is applicable only for vacation time to be taken during the 1999-2000 vacation base period. Subsequent vacation payments will be made as follows:

Vacation pay shall be made at the employee's then current straight time hourly rate for each hour of autho-

rized vacation after the employee has one year of service at the beginning of the base period defined in Section 8.4 of the Labor Agreement, provided the employee has worked a minimum of 50% of his available hours during the previous base period. Notwithstanding the vacation entitlements of Section 8.5, if an employee has worked less than 50% of his available hours during the previous base period, his vacation pay will be reduced as follows:

If otherwise eligible for 80 hours he will receive 40 hours

If otherwise eligible for 120 hours he will receive 60 hours

If otherwise eligible for 160 hours he will receive 80 hours

If an employee has worked 25% or less of his available hours in the previous base period, his vacation pay will be reduced as follows:

If otherwise eligible for 80 hours he will receive 20 hours

If otherwise eligible for 120 hours he will receive 30 hours

If otherwise eligible for 160 hours he will receive 40 hours

An employee will receive the applicable vacation pay on the last day preceding the week in which the vacation is scheduled, provided the vacation was approved a minimum of three weeks in advance. Payment for unused vacation time will be made to the employee no later than June 15.

Section 8.7 If an employee is separated from the payroll during the "base period," the separation payment shall be computed on the same basis as the vacation payment. If an employee on the payroll at the end of any "base period" has received during that "base period" a separation payment, there will be no further vacation payment for that base period.

Section 8.8 Not later than June 15, 1999 employees will be paid their vacation payment computed under Section 8.6 in accordance with the following schedule:

Employee's Applicable

Percentage

Portion to be Paid

6%

6%

8%

8%

10%

10%

This section is applicable only for vacation time to be taken during the 1999-2000 vacation base period.

Section 8.9 Separation payments will be made at the time the employee is paid his last pay check, whenever that is possible, but not later than two (2) weeks after date of separation.

Section 8.10 Should an employee be separated from the payroll after the close of the "base period" and before such vacation payment becomes due, an amount computed on the same basis as a vacation payment will be paid as a separation payment.

Section 8.11 As used in this Article VIII, "service" for employees hired prior to January 16, 1977 is the measurement of all periods of full-time employment with the Company, its predecessors and subsidiaries. It includes all periods of authorized leaves as provided hereafter in Article IX and periods of layoff since his last date of hire. For employees hired on or subsequent to January 16, 1977, "service" is the measurement of all periods of full-time employment with the Company since his last date of hire including all periods of authorized leaves as provided hereafter in Article IX and all periods of layoff.

ARTICLE IX

Leaves of Absence

Section 9.1 Leaves of absence shall be granted automatically to employees who, because of physical or mental disability, are unable to work and who provide the

Company with proper notice and evidence of such disability. Such leaves shall be in effect only for the period of the physical or mental disability and in any event the leave shall automatically expire upon completion of a leave period equivalent to the employee's accumulated seniority at the time he became disabled, or two (2) years, whichever is greater; provided that if the employee is entitled to receive total disability benefit payments in accordance with Paragraph 4.7 of the Group Insurance Plan, his leave shall automatically expire at the end of the last month for which he is entitled to such a payment, if later.

Section 9.2 The Company will promptly return to work an employee who returns from a leave of absence of more than thirty (30) calendar days' duration, provided the employee, in writing, notifies the Personnel Division of the date of return not more than ten (10) working days and not less than three (3) working days in advance of such return. Otherwise, the Company shall return the employee to work as soon as necessary arrangements can be made.

An employee who returns from a leave of absence of more than seven (7) calendar days' duration, but less than thirty (30) calendar days' duration, shall give the Company not more than three (3) working days' notice nor less than one (1) working day's notice of such return, and will be returned to work within one (1) working day of proof of physical capability to perform the work to which he will be assigned.

Any employee who has been on leave of absence and provides proof to the Company of his physical capability shall be placed, within his seniority unit, classification and shift, displacing the junior employee if necessary.

However, if during such leave the employee would have been affected by Section 6.10, the employee shall be placed accordingly.

Any employee who successfully bid on a job opening and replaced an employee who was on a medical leave of absence shall, in the event he is displaced from the classification because the employee returns from such leave, be allowed to return to the classification and shift he held immediately preceding his move through job posting.

An employee who has been demoted due to medical restrictions, shall, in the event such restrictions, are removed, be placed back in his seniority unit, classification and shift held prior to the demotion. However, if during the period such employee would have been affected by Section 6.10, the employee shall be placed accordingly.

Section 9.3 An employee who fails to return to work upon expiration of a leave of absence shall be separated from the employment of the Company as a quit unless satisfactory reason is given.

Section 9.4 Upon notification in writing from the International Union that an employee has accepted a full-time position as a Union representative of the International Association of Machinists and Aerospace Workers, the Company will grant such employee an automatic leave of absence for the term of such position without loss of seniority. Leaves of absence, as mentioned in this Section, shall not extend beyond the term of such full-time position.

No more than six (6) such leaves shall be in effect at any one time.

Section 9.5 The Company will grant time off, without pay, to employees for the purpose of attending Union meetings, provided (1) the Company is given advance notice who the employees will be and the date and hour the time off will be taken, such advance notice to be given by the Union not later than noon on the workday preceding such time off, and further provided (2) that not more than thirty (30) employees will be granted such time off during any one day and not more than two (2) under any one Supervisor, excluding officers and General Committeemen. Exceptions to the number of employees granted time for this purpose can be made by mutual agreement of the parties.

Section 9.6 Any employee who, in time of war or national emergency is drafted or volunteers into the Armed Forces of the United States or the Peace Corps shall be granted a leave of absence, and will be accorded reinstatement rights as provided by the applicable law then in force. If requested, the employee will be granted a pre-induction leave of absence of at least twenty-one (21) calendar days.

Section 9.7 Any employee elected or appointed to a part-time governmental position in any duly constituted political office shall be granted a leave of absence for such time as may be necessary to perform the duties required.

Any employee seeking a full-time governmental position in any duly constituted political office shall be granted a leave of absence, or such time off as may be necessary, to conduct a campaign prior to such election or appointment. Leave of absence shall automatically expire upon election or appointment to such office.

Short-term leaves of absence or time off shall also be

granted to employees who are appointed to committees which the parties agree are for the good of the community.

Section 9.8 Except as otherwise provided herein, the granting of other leaves of absence by the Company shall depend (1) upon the reason for the requested leave of absence and (2) upon the need for the employee's uninterrupted services.

Section 9.9 All of the above provided for leaves of absence shall be without pay.

Section 9.10 In the event an employee is unable, solely as a result of a health defect (satisfactory proof of which has been furnished to the Company), to perform satisfactorily the job to which he is assigned, he shall be placed in accordance with Section 6.10.

Section 9.11 Employees with temporary medical restrictions may, at the Company's option, be given special assignments to perform certain functions which traditionally have not been performed by bargaining unit employees. Work in these special assignments may properly be performed by employees covered by this agreement or by non-bargaining unit employees.

Section 9.12 Any employee with one or more years of company service since his/her last date of hire and who has worked at least 1,250 hours over the 12-month period immediately prior to the date upon which a leave under the provisions of this Section 9.12 begins, may, with proper notice and application, request an unpaid family medical leave in accordance with the Family and Medical Leave Act of 1993.

Company service and credited service continue to accrue if the employee returns to full-time employment at expiration of the family leave. Employees on family leave

are not eligible for equivalent time off at a later date or extension of family leave time for holidays or general vacation shutdown period that occurred during the family leave period.

ARTICLE X

General Working Conditions

Section 10.1 A Safety Committee of twelve (12) divided equally between members of the Union and representatives of management, shall be maintained. The Union shall designate its representatives on the Committee.

Members of the Safety Committee, if desiring to investigate or discuss a condition of safety, may request their Supervisor to notify the Safety Manager. The Safety Manager, or his designated representative, upon such notification, will meet the committeeman at his place of work to discuss the matter involved or, if the condition warrants investigation, to jointly investigate the condition in question.

Company members of the joint Safety Committee will make the necessary arrangements with their counterpart Union member on the Safety Committee to make an inspection tour of their jurisdictional area at a mutually agreeable time prior to the regularly scheduled monthly Safety Committee meeting, but not more than seven (7) days or less than one (1) day prior to the date of such meeting.

The Company agrees to the above procedure for Safety Committeemen with the understanding that they will handle joint investigations with the least possible interference with production and efficient operation. If in any instance the Company feels that such privileges

are being abused, it shall so notify the Union in writing and, in the event the abuse is not then corrected or an understanding is not reached, the Company may revoke the privileges of the Safety Committeeman involved. Any dispute arising under this Section shall be subject to the grievance procedure.

It shall be the duty of all employees covered by this agreement to report safety problems to their supervisors. The Foreman shall, without undue delay, investigate the problem or condition reported by the employee and initiate appropriate corrective measures when needed. If the problem has not been corrected or a satisfactory solution to the problem has not been determined within twenty-four (24) hours, the employee may request, through his foreman on a form to be provided by the Company, that an investigation be made jointly by the Safety Committeeman in the reporting area and the appropriate Designated Company Representative and/or the Safety Manager or his designated representative. Copies of this Safety Investigation Request shall be provided the Safety Manager and the appropriate Safety Committeeman; and a copy shall be retained by the employee. Such investigation shall be conducted with reasonable expediency, but not later than the workday following the receipt of such request.

If a recordable injury occurs, the Safety Committeeman in the reporting area may request through his Foreman a joint investigation with the Safety Manager or his designated representatives. Such investigation shall be conducted with reasonable expediency, but not later than the workday following receipt of such request.

The appropriate Safety Committeeman will be notified of all recordable injuries within his area within twenty-

four (24) hours of when the Company has determined the injury to be of a recordable nature.

Section 10.2 It shall be the duty of the Safety Committee to meet monthly on an established schedule without loss of pay.

The purpose of the Safety Committee will be:

1. To encourage the observation of safety rules and the furtherance of the safety program.
2. To review significant developments of mutual interest in the industrial health and safety fields.
3. To review significant changes in the Company's health and safety programs.
4. To review established handling procedures for all recognized hazardous physical agents or chemicals to which employees are exposed.

Representatives of the Labor Relations Department and the Business Representative of the Union may also attend these meetings.

Section 10.3 When the Company requires safety devices and special protective wearing apparel, it will furnish the same without cost to employees.

Section 10.4 The cost of purchasing prescription ground safety glasses will be paid by the Company, but will thereafter be the sole property of the employee. When the nature of an employee's work results in damage to prescription ground safety glasses to the extent that the Company's Safety Manager advises replacement, the replacement cost of these lenses will be paid by the Company; provided that the Company shall in no instance be obligated to pay any part of the cost resulting from a prescription for bifocals, trifocals, tinted

or any other type of special glasses not required by reason of the employee's work at the Company.

Section 10.5 A prescription for ground safety glasses will be accepted by the Company when the prescription is based on an examination made by a qualified eye doctor within the two (2) preceding years.

Section 10.6 The Company will provide bulletin boards, placed in convenient places, to be used for Union notices of the following types which the Company will post on Thursdays when the bulletins are received prior to the first shift on that day.

1. Notices of Union recreational and social affairs.
2. Notices of Union elections, appointments and results of Union elections.
3. Notices of Union meetings.
4. Reports of Committees, approved by the Company.

Additional boards will be provided as needed.

Section 10.7 It is the intention of the Company that members of management devote themselves primarily to their own work and not perform the work of employees under their supervision, except as such work may be performed incidental to their managerial responsibilities and to such extent that the work being performed by a non-bargaining unit employee does not result in elimination of the on-going need for an employee covered by this agreement. Likewise, it is the intention of the Company that bargaining unit employees may, at the Company's option, be given special assignments to perform certain functions which traditionally have not been performed by bargaining unit employees. Work in these assignments may properly be performed by em-

employees covered by this agreement or by non-bargaining unit employees.

Section 10.8 There shall be no strikes, slowdowns or other delays or interruptions of production during the term of this agreement, caused, authorized or supported by the Union or by an employee. The Company has the right to take disciplinary action, including discharge, against any employee participating in or responsible therefor, subject to the grievance procedure. There shall be no lockout by the Company during the term hereof.

Section 10.9 Should any portion of this agreement become invalid or unenforceable by reason of any applicable Federal or State Law or Presidential Executive Order, the remainder of the contract shall be unaffected thereby.

Section 10.10 An employee who becomes disabled as a result of an injury arising out of and in the course of his employment shall not suffer a loss of earnings for the remainder of his regular shift on the day on which he was injured.

Section 10.11 There shall be no discrimination either by the Company or by the Union among employees because of nationality, race, sex, political or religious affiliations or membership in any labor or other lawful organization.

Further, the Company and the Union will comply with the applicable provisions of the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973 as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974 as amended and the Americans with Disabilities Act of 1990.

Section 10.12 The Company will furnish to the Union on June 1 and December 1 of each year of this agreement

a current list of the names and addresses of all employees in the bargaining unit.

Section 10.13 When an employee leaves or re-enters the bargaining unit in accordance with Section 6.27, the Union will be so notified in writing within a period of ten (10) working days. The notification will be in the form of an alphabetical listing which will include name, factory number, area, seniority date and code number of the last classification held.

Section 10.14

- A. The Company shall continue to make the decisions as to whether work shall be performed by Company forces in any Company plant, or by others, consistent with an intention to maintain, so 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 requirement, relative costs, 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 the Company's plants with a view to long-term stability and health of the enterprise as a whole.
- B. In the event the Company contemplates a decision to subcontract, outsource or resource work or discontinue a complete product line resulting in a Complete or Partial Plant Closing, as hereinafter defined, where such decision would, during the term of this Agreement, affect adversely the

stability of the work force, as hereinafter defined, the Company will give reasonable notice of such proposed decision to the Union which, in the normal case, shall be no less than 180 days in the case of a Complete Plant Closing or 60 days in the case of a Partial Plant Closing prior to the Company making its final decision, provided, however, in the event such 180 or 60 days' notice would impair the Company's need for speed, flexibility and confidentiality, the Company will give such notice as soon as practicable.

Thereafter, the Company upon request, will meet with Union representatives, explain the reason(s) for such contemplated decision and provide relevant information requested by the Union. It will consider and respond to alternative proposals, if any, which may be suggested by the Union. Liability arising from this Section 10.14(B) shall be limited to providing the benefits set forth in Subsections (C) and (D) of this Section 10.14.

- C. In the event that the Company, following such prior notice, meetings and conferences, makes a decision in the exercise of its business judgement to subcontract, outsource, resource, or discontinue productive operations where such decision will result in a Complete Plant Closing, each affected employee to be permanently laid off as a result of such decision will be given or mailed an "Option" form, on which he will be given a one-time-only opportunity to elect to receive Outplacement Services as specifically described in Subsection (D) of this Section 10.14.

Additionally, an eligible employee, or an employee who becomes eligible at a later date, will be

able to elect Special Early Retirement as specifically described in the Non-Contributory Pension Plan.

Each such employee shall return the "Option" form to the Company within 60 calendar days following the date he received such form:

During such 60-day period, each such employee will be given an opportunity for counseling on the benefits for which he is eligible.

An employee who fails to return such form to the Company as above provided will be deemed to have waived all rights and/or benefits provided for in this Section 10.14 unless satisfactory reason is given for such failure.

The Company will establish and maintain a "Plant Closing Services" office for a period of time of not less than six months following the date the plant(s) and/or facility(ies) is closed as defined in Section 10.14(E) of this Agreement. Such office will coordinate and/or administer the provisions of Subsections (C) and (D) of this Section 10.14.

D. Outplacement Services

- (i) An employee placed on permanent layoff as a result of such Company decision: who possesses one or more years of seniority (including employees on layoff or leave of absence under Sections 9.1, 9.4, 9.6, 9.7 or 9.8 of this Agreement) on the date of notice referred to in Section 10.14(B), shall be an "eligible employee" for purposes of this Section 10.14(D) but ceases to be an "eligible employee" in the event and at the time of: separation; death; retirement; acceptance of

an offer of employment with any employer, unless otherwise mutually agreed; the expiration of the lesser of (i) a period of two years from the date of permanent layoff, or (ii) the period of time during which he accumulates seniority in accordance with Section 6.2(e); or a break in seniority in accordance with any other provision of this Agreement, or any other Plan or Agreement between the parties.

- (ii) Each "eligible employee" shall be given an opportunity to avail himself of any or all of the following benefits and services:
 - (a) Counseling by the Company about retirement, insurance and related benefits plan entitlements.
 - (b) Vocational counseling by the Company or an organization selected by the Company which provides such services.
 - (c) Training and assistance in the preparation of a resume suitable for distribution to prospective employers; such assistance shall include a listing of the jobs and/or work experience that the employee has had with the Company.
 - (d) Outplacement assistance, in which the Company will contact the appropriate public employment service, private employment agencies, and area employers in search of employment opportunities for eligible employees; such assistance may include:
 - (i) the distribution of a list of employees showing their job and/or work

experiences and the date their services will be available to interested agencies, area employers, or organizations with a request that the employees be given employment consideration;

(ii) arrangements for recruiting and interviews by area employers, including formal job fairs (as warranted by external placement opportunities and interest among area employers), consistent with plant operation requirements and efficiency considerations; or

(iii) solicitation of lists of job opportunities from area employers with posting or distribution of copies of these lists to interested employees.

(e) Reimbursement for tuition fees and books, not to exceed a total of \$2,000, upon successful completion of approved trade, business or vocational school training which will enhance the employee's opportunity for employment.

E. In the event that the Company following such notice, meetings, and conferences pursuant to this Section 10.14 makes such a decision in the exercise of its business judgement to subcontract, outsource, resource, or discontinue productive operations where such decision will result in a Partial Plant Closing, employees to be laid off for indefinite periods as a result thereof shall be granted or denied benefits, if any, in accordance with the provisions of the

Supplemental Unemployment Benefits Plan and the Group Insurance Plan.

F. Definitions

- (i) A "decision to subcontract, outsource or resource work or to discontinue a complete product line that will affect adversely the stability of the work force" means such a decision by the Company that will result in a "Complete Plant Closing" or a "Partial Plant Closing" during the term of this Agreement as hereinafter defined.
- (ii) A "Complete Plant Closing" means a Company decision to subcontract, outsource, resource or discontinue all productive operations within the plant where employees comprise the bargaining unit set forth in Section 1.1 with the result that no employees in such bargaining unit (except those who may be retained for a period of time to maintain the buildings and equipment) are working in that bargaining unit and the Company has no expectations of productive operations being resumed in such bargaining unit.
- (iii) A "Partial Plant Closing" means a Company decision to subcontract, outsource, resource or discontinue some productive operation(s) within the plant where employees comprise the bargaining unit set forth in Section 1.1 that will result in the elimination of 100 jobs or 10% of the jobs, whichever is less.
- (iv) "Subcontracting" means a Company de-

cision to have other than Company forces perform production-related operations that have been normally and customarily performed in the Tool Room and Plant Engineering by employees in the bargaining unit set forth in Section 1.1 during the term of this Agreement.

(v) "~~Outsourcing~~" means a ~~Company decision to have other than Company forces~~ perform productive operations other than production-related operations defined in "Subcontracting" that have been normally and customarily performed by employees in the bargaining unit set forth in Section 1.1 during the term of this Agreement. Outsourcing does not include decisions by the Company concerning the placement of productive operations related to the *manufacture of new products, components or parts*, not heretofore produced by the Company and which are not replacements for existing Company products, components or parts.

(vi) "Resourcing" means a Company decision to have productive operations that have been normally and customarily performed by employees in the bargaining unit set forth in Section 1.1 performed by Company forces other than employees in such bargaining unit during the term of this Agreement. Resourcing does not include decisions by the Company concerning the placement of productive operations related to the manufacture of new products,

components or parts not heretofore produced by the Company and which are not replacements for existing Company products, components or parts.

- (vii) "Discontinuing a complete product line" means a Company decision to discontinue the manufacture, distribution and sale of a type of product (scrapers; bulldozer blades; hydraulic cylinders, pumps, motors, etc.) or to discontinue the manufacture of a model of any such type of product, other than hydraulic cylinders, pumps, motors, etc., that is not replaced by another model.

ARTICLE XI
Wages

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Section 11.1

- (a) Effective the Monday following ratification of this Agreement, the basic hourly rates of pay in effect on April 30, 1999 shall be increased as set forth in the rate schedule adjustment table listed below:

Labor Grade	Basic Hrly. Rates Of Pay Effective 5/04/98	COL Transfer	
		To Basic Hrly. Rates Of Pay Effective 5/03/99	Basic Hrly. Rates Of Pay Effective 5/03/99
Max Rate			
1	16.56	2.66	19.22
2	16.86	2.71	19.57
3	17.81	2.86	20.67
4	18.56	2.99	21.55
5	19.23	3.11	22.34
6	19.75	3.18	22.93

(b) Effective May 3, 1999 sixteen and one hundred twenty-one thousandths percent (16.121%) per hour cost-of-living float in effect on April 30, 1999 shall be transferred to and become a part of the basic hourly rates of pay. The remaining \$.05 (converted to two hundred thirty-five one-thousandths percent - 0.235%) per hour of the cost-of-living adjustment amount in effect on April 30, 1999 will remain in float.

(c) The basic hourly rates of pay during the term of this Agreement are set forth in Appendix A of this Agreement.

Section 11.2 As used in this Article "basic hourly rates of pay" means straight-time hourly rates excluding night shift premiums and all other premiums or bonuses of any kind, and also excluding any cost-of-living adjustment amount then in effect.

Section 11.3 Except for employees who are covered by Schedules 3 and 4 of Appendix A, the cost-of-living adjustment amount in effect until August 2, 1999 shall be two hundred thirty-five one-thousandths percent (0.235%). Thereafter, except for employees who are covered by Schedules 3 and 4 of Appendix A, cost-of-living adjustments will be made quarterly in accordance with the succeeding provisions of this Section on the basis of changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised CPI-W) (US City Average) published by the Bureau of Labor Statistics, United States Department of Labor (1967 equal 100) hereinafter referred to as the "Price Index." For purposes hereof:

- (a) Base Price Index means a Price Index figure of 483.60.
- (b) Comparison Price Index means the Price Index for April, May, and June (averaged) next preceding the August adjustment date; for July, August and September (averaged) next preceding the November adjustment date; for October, November and December (averaged) next preceding the February adjustment date; and for January, February and March (averaged) next preceding the May adjustment date.
- (c) Adjustment date means the first day of the first pay period beginning on or after August 1, November 1, February 1 and May 1 starting with August 2, 1999. The last adjustment date shall be the November 2004 adjustment date. (In the event that the Comparison Price Index relating to a particular adjustment date is not issued on or before that adjustment date, then the adjustment date to which such Comparison Price Index relates shall be changed to the first day of the first pay period beginning after the official publication of that Comparison Price Index.)

Effective August 2, 1999 and for any period thereafter as provided in (c) above, the cost-of-living adjustment amount shall be in accordance with the following table:

Applicable Comparison Price Index	Adjustment Amount
483.60 or less	0.000%
483.61 - 483.86	0.047%
483.87 - 484.12	0.094%
484.13 - 484.38	0.141%
484.39 - 484.64	0.188%

484.65 - 484.90	0.235%
484.91 - 485.16	0.282%
485.17 - 485.42	0.329%
485.43 - 485.68	0.376%
485.69 - 485.94	0.423%
485.95 - 486.20	0.470%
486.21 - 486.46	0.517%
486.47 - 486.72	0.564%
486.73 - 486.98	0.611%
486.99 - 487.24	0.658%
487.25 - 487.50	0.705%
487.51 - 487.76	0.752%
487.77 - 488.02	0.799%
488.03 - 488.28	0.846%
488.29 - 488.54	0.893%
488.55 - 488.80	0.940%

and so on, with an additional 0.047% for each 0.26 change in the Comparison Price Index.

- (d) The cost-of-living allowance percentage shall be applied to the basic hourly rates shown in Schedule 1 of Appendix A to yield the adjustment amount.
- (e) Notwithstanding the foregoing provisions of this Section 11.3, one hundred eighty-eight one thousandths percent (0.188%) will be permanently deducted from each quarterly adjustment, except that the permanent deduction for the May adjustment dates in 2000, 2001, and 2002 will be two hundred thirty-five one thousandths percent (0.235%). During the period between the August adjustment date of one year and the May adjustment date of the year following, in the event the incremental cost-of-living adjustment amount due for a given quarter on any of the adjustment dates

is less than the amount to be deducted, the entire incremental cost-of-living adjustment amount will be deducted and the remaining amount due will be deducted from the incremental cost-of-living adjustment amount on the following adjustment date before making the scheduled deduction for that following adjustment date.

- (f) Each Employee's straight time hourly rate for work performed on and after the first adjustment date and until the termination date of this Section shall be the rate produced by adding to his straight time hourly rate determined without regard to the provisions of this Section, the adjustment amount in effect at the time the work is performed.
- (g) No changes, retroactive or otherwise, shall be made in any adjustment amount because of any revision in the published figures for any Price Index made or published after the adjustment date for which such adjustment was computed.
- (h) So long as the official monthly Price Index continues to be available in the same form, and calculated on the same basis as the Price Index currently being issued by the Bureau of Labor Statistics, the Price Index in that form and calculated on that basis shall be used in applying the provisions of this Section.
- (i) Effective with the Price Index for January, 1987, the CPI-W was revised to reflect the updated expenditure weights based on the 1982-1984 Consumer Expenditure Surveys and minor changes in the market basket. In the event of any other change in the index during the term of this Agree-

ment, the parties will determine the appropriate index to use.

- (j) In determining the employee's insurance class under the Group Insurance Plan, the effect of this Section upon the amount of his compensation shall be disregarded.

This Section, in its entirety, and notwithstanding any other provisions of this agreement, shall remain in effect until May 2, 2005.

Section 11.4 If an employee is temporarily assigned to a lower rated or a similarly rated job, he shall continue to receive his regular rate of pay. This provision shall not apply if the assignment to the lower rated or similarly rated job is in lieu of layoff, is upon the request of the employee, or because the employee is unable to satisfactorily perform the higher rated job, in which event the employee will receive the rate of pay for the lower rated job.

Section 11.5 It is recognized that the Company has not established as of the date hereof its full complement of job classifications, and that during the term hereof it will be necessary to establish additional job classifications and rates therefor. As the need arises, the parties will meet and negotiate for this purpose or for the purpose of negotiations when the work in an existing job classification is significantly altered subsequent to the effective date of this agreement. The Company may establish temporary classifications and rates pending agreement in such negotiations.

Section 11.6 The provisions of Section 10.8 insofar as, but only insofar as, it refers to strikes, shall be inoperative with respect to, but only with respect to, disputes arising under Section 11.5, and then shall be inoperative only

with respect to a strike which (a) is officially called and sanctioned by the Union for the sole purpose of enforcing its demands with respect to a disputed matter covered by this Section, and (b) is commenced within a period of sixty (60) days following notification to the Union by the Company of a new or altered classification which resulted in negotiations and the above referred-to dispute.

Section 11.7 Any dispute concerning an increase in a production standard which has been increased after the date of this agreement or any dispute concerning the addition of machines to an operation, which addition of machines does not conform to past practice and occurs after the date of this agreement may be referred to the grievance procedure beginning with Step 1, but shall not be subject to arbitration.

With respect to disputes arising under this Section 11.7 and arising out of changes to production standards or additions of machines to operations, which addition of machines does not conform to past practice and occurs after the date of this agreement, the provisions of Section 10.8 of this agreement insofar as, but only insofar as, it refers to strikes shall be inoperative with respect to disputes arising under this Section 11.7, and then shall be inoperative only with respect to a strike which (a) is officially called and sanctioned by the Union for the sole purpose of enforcing its demands with respect to a disputed matter covered by this Section, and (b) is commenced within a period of sixty days following the Company's final answer concerning such dispute in Step 3 of the grievance procedure.

Section 11.8 The schedule of job classifications and wage rates and the related descriptions of the work

performed in each job classification are incorporated as a part of this agreement by reference to them as Exhibit "A." It is understood that the description of the work performed in each job classification briefly states the major significant characteristics of that classification which are the determining factors in establishing its wage rate level, and of necessity cannot describe all activities (whether regularly performed or not) involved in individual job assignments.

Section 11.9 Employees covered by Supplementary Base Rate Schedule 3 in Appendix A will be paid a hiring-in rate of 70% of the negotiated minimum base rate of Labor Grade 3 or 4 job classifications to which they are assigned.

Employees covered by Supplementary Base Rate Schedule 3 in Appendix A will receive rate increases on the Monday following their annual anniversary date of hire as follows:

Service Completed After	% of Minimum Rate for Labor Grades 1-2	% of Minimum Base Rate for Labor Grades 3-4
1 Year	73.0%	73.0%
2 Years	76.0%	76.0%
3 Years	79.0%	79.0%
4 Years	82.0%	82.0%
5 Years	85.0%	85.0%
6 Years	88.0%	88.0%
7 Years	91.0%	91.0%
8 Years	94.0%	94.0%
9 Years	97.0%	97.0%
10 Years	100.0%	100.0%

Employees covered by Supplementary Base Rate Schedule 4 in Appendix A will receive increases of \$0.30

on the Monday following their annual anniversary date of hire.

ARTICLE XII

Paid Absence Allowance

Section 12.1 Paid Absence Allowance

- A. Each employee, while actively employed in the bargaining unit (but not while on layoff), who possesses one or more years of seniority in the bargaining unit on after the first Monday in May is an "eligible employee" for purposes of this Section during the twelve-month period starting on that first Monday in May and ending on the last day of the last pay period prior to the first Monday in May the year following, but ceases to be an "eligible employee" in the event and at the time of quit, death or discharge.
- B. With respect to each such twelve-month period, the number of hours of paid absence allowance credit to which an eligible employee who possesses one or more years of seniority at the beginning of that period shall be entitled to 24 hours.
- C. With respect to each such twelve-month period, the number of hours of paid absence allowance credit for an eligible employee who acquires one year of seniority after the beginning of the period shall be determined by the first day during the period on which he works for the Company after his acquisition of one year of such seniority.

If such first day is after the first Monday in May but prior to the first Monday in August, his paid absence allowance credit shall be 18 hours.

If such first day is on or after the first Monday in

August but prior to the first Monday in November, his paid absence allowance credit shall be 12 hours.

If such first day is on or after the first Monday in November but prior to the first Monday in February, his paid absence allowance credit shall be 6 hours.

- D. During each such twelve-month period an eligible employee will be paid for all hours of absence, as defined below, up to his paid absence allowance credit at his then current straight-time hourly rate. As used in this Section 12.1, "hours of absence" means hours during which an eligible employee is absent from work at his own volition, or because of accident, illness, extreme weather conditions or emergency, and during which he otherwise would have worked, but does not include any period of absence of less than two consecutive hours; any period of absence with respect to any one shift in excess of the employee's regularly scheduled shift; any period of absence dealt within Sections 12.2, 12.3, 12.4 and 12.5 of this Article XII; any period of absence on Union business; any period of absence caused, either directly or indirectly, by any strike, slowdown, work stoppage, picketing (whether or not by employees covered by this Agreement), or concerted action, at the Company facility covered by this Agreement, or members of other locals of the International Association of Machinists and Aerospace Workers, who are employed by the Company; and any period of absence for which he is entitled to a payment or benefit under any other provisions of this Agreement or under any provision of any other agree-

ment (or benefit plan) between the parties hereto. Advance notice shall be given by an employee (whether or not an eligible employee) of any absence due to any of the reasons specified in the definition of "hours of absence" (whether or not such absence counts as "hours of absence") unless an emergency compels absence without reasonable opportunity to give such notice, in which event notice shall be given as soon as reasonably possible.

Any eligible employee who desires to schedule a full or partial day off and receive pay for such absence under the foregoing provisions of this Section 12.1(D) may do so by filing a written request, on a form supplied by the Company, with his foreman at least one day in advance of the requested day off.

Notwithstanding any other language in this Section 12.1(D), any employee working a regular weekly schedule of work as defined in Section 5.1 will not receive such pay for an absence from any scheduled overtime day outside their regularly scheduled workweek or for the day or days of rest *for an employee on an irregular schedule as defined in Section 5.4 or Section 5.12.*

- E. Any employee who is an eligible employee throughout the last full pay period of any such twelve-month period shall be paid (in addition to any other pay to which he may be entitled) for the *number of hours, if any, by which his paid absence allowance credit for that twelve-month period exceeds his number of hours of absence during that twelve-month period, such payment*

after June 1, 1999 shall be made at two times the employee's straight-time hourly rate for up to 24 hours. Any hours in excess of 24 hours shall be paid at the employee's straight time hourly rate. Any payments under this Section 12.1(E) shall be made to employees on or before June 1.

F. Any eligible employee who, prior to the end of the last full pay period of any such twelve-month period, dies, retires, enters the armed forces (other than for temporary military duty) or is laid off from work because of a reduction in force, shall be paid (in addition to any other pay to which he may be entitled) for the number of hours, if any, by which his paid absence allowance credit for that twelve-month period exceeds his number of hours of absence during that twelve-month period. Any payments made under this Section 12.1(F) shall be at the employee's then current straight-time hourly rate:

G. An employee who receives a payment under either (E) or (F) above with respect to a twelve-month period shall be entitled to no further rights under this Section 12.1 with respect to that period.

H. No payment shall be made under Paragraphs (E) and (F) of this Section 12.1 unless at the time thereof there are in effect satisfactory governmental rulings that such payment need not be included in the "regular rate" for purposes of the Fair Labor Standards Act or any similar law.

Section 12.2 Holidays

A. Every full-time active employee, covered by this Agreement who has more than one year of seniority shall receive holiday pay for each of the

holidays specified in Article V, Section 5.6, subject to the provisions below:

- (a) The employee would have worked on that day except for the holiday (this does not apply (1) when the employee is on scheduled vacation, or (2) when the holiday falls on a day outside the employee's regularly scheduled workweek; however, such day as referred to in this paragraph shall not be considered an overtime day as such, or (3) when the holiday falls on a day of rest for an employee on an irregular schedule as defined in Section 5.12), and
 - (b) The employee works either his full scheduled workday before or after the holiday in the week in which the holiday falls. When the holiday falls on the last day of an employee's regularly scheduled workweek, the day following (when an employee is scheduled to work) shall be considered as a scheduled workday.
- B. (a) When the holiday occurs on an employee's regularly scheduled work day, his pay for such holiday shall be equal to one full, regularly scheduled day's pay at the employee's then current regular straight-time rate.
- (b) When the holiday occurs on a day other than an employee's regularly scheduled work day, then his pay for such holiday shall be equal to eight (8) hours pay at the employee's then current regular straight-time rate. This amount of holiday pay shall be applicable

even if an employee works such holiday (in addition to the pay specified in Section 5.6).

- C. To A(b) above there shall be the following exceptions:

If on either the day before or after the holiday within the week in which the holiday falls the employee works only part of his scheduled shift, ~~the employee will still be entitled to the holiday~~ pay if late less than one (1) hour or if, in a written claim to the Company, the employee is able to show that his reporting to work late or leaving work early resulted from urgent circumstances beyond his control. For consideration, such written claim is to be in the possession of the Company within ten (10) days after the occurrence of the holiday for which holiday pay is claimed. If the employee is absent on either his scheduled workday before or after the holiday within the week in which the holiday falls, the employee will still be entitled to the holiday pay if otherwise qualified, provided the employee, in a written claim to the Company, is able to show that the full day's absence resulted from urgent circumstances beyond his control (such as personal illness or injury, or death of an employee's parents, spouse, children, brother, sister or grandparent, or spouse's parents, brother, sister or grandparent or spouse of an employee's child, including adopted child or step-child), and that, except for the holiday, he would have been able to work on that day. For consideration, such written claim is to be in the possession of the Company within ten (10) days after the occur-

rence of the holiday for which holiday pay is claimed.

- D. An employee who was scheduled to work on a holiday and who fails to work as scheduled shall receive holiday pay provided the employee, in a written claim to the Company, is able to show that the full day's absence resulted from urgent circumstances beyond his control.

Section 12.3 Jury Duty and Witness Service

Any full-time employee who has more than 30 days of seniority and who is summoned and reports for jury duty in a Court of Record or is required by applicable law to appear for examination by a jury commission prior to such jury service or is subpoenaed and reports for witness service in a Court of Record will be reimbursed by the Company, for each day on which he would otherwise have been scheduled to work, in accordance with the succeeding provisions of this Section 12.3.

- (a) If he is absent for his entire shift because of such jury duty or witness service, he will be paid the difference between his jury duty pay or witness fees and his regular scheduled day's pay at his straight-time hourly rate.
- (b) If he performs such jury duty, witness service, or examination by a jury commission, and works on the same day, he will be paid the difference, if any, between his actual earnings for that day plus the jury pay or witness fee received and his regular scheduled day's pay at his straight-time hourly rate.

Reimbursement to any employee under this Section 12.3 shall be payable only if the employee gives the Company prior notice of his summons or subpoena for

jury duty, jury commission examination or witness service, and presents satisfactory evidence that jury duty, examination by a jury commission or witness service was performed on the day or days for which such reimbursement is claimed, and returns to work promptly on any day on which his jury duty, examination by a jury commission or witness service totals less than four hours and does not prevent him from completing on that day at least two hours of regular shift, provided that any employee who serves on a jury and works on the same day will not be required to work more than four hours of his regular shift.

Section 12.4 Temporary Military Service

Each employee while actively employed in the bargaining unit (but not while on layoff) who is absent because of required performance by him of

- (a) temporary active duty for training as a Reservist or National Guardsman (not to exceed fourteen (14) calendar days or two (2) regularly scheduled workweeks, if such training is not performed on consecutive calendar days), or
- (b) temporary emergency duty as a National Guardsman

will be reimbursed for each day of such absence on which he (i) possesses one or more years of seniority in the bargaining unit and (ii) would otherwise have been scheduled to work (excluding, however, Saturdays and Sundays or, in the case of seven-day operations, the day or days of rest for an employee on an irregular schedule as defined in Section 5.4 or Section 5.12) up to a maximum of fourteen (14) days during any one calendar year, in accordance with the succeeding provisions of this Section 12.4.

If he is absent for his entire shift because of such duty,

he will be paid the difference between his gross military pay (including longevity pay and extra risk bonuses but excluding quarters, subsistence, travel or similar allowances) and his daily straight-time pay for his regular shift.

If he performs such duty and works on the same day, he will be paid the difference, if any, between his actual earnings for that day plus the military pay received and his daily straight-time pay.

Any employee scheduled to perform temporary military service during the scheduled department vacation period, and who has also been scheduled to work during such vacation period, will be eligible for reimbursement under the provisions of this Section and shall be entitled to a vacation of similar time limitations at a mutually agreeable time during the base period in which the military service occurs. An employee who serves on temporary military service during the vacation period, but who was not scheduled to work, and who takes his vacation period of similar time limits at a mutually agreeable time during the same base period, will be reimbursed under the provisions of this Section.

Reimbursement to an employee under this Section 12.4 shall be payable only if the employee gives the Company prior notice of his call to such duty, and submits to his Supervisor a "Military Pay Statement" form furnished by the Company, fully completed by the employee and his Commanding Officer, and when released or excused from such duty returns to work promptly.

Section 12.5 Bereavement

Any full-time employee who has more than one year of seniority shall be eligible for bereavement pay as follows:

When death of an employee's spouse, parent, grandparent, brother, sister, child, adopted child, stepchild,

grandchild, stepfather, stepmother, adoption father, adoption mother, father-in-law, mother-in-law, adoption father-in-law, adoption mother-in-law, stepbrother, step-sister, stepfather-in-law, stepmother-in-law, half brother, half sister, occurs, the employee, on request, will be excused for up to three (3) consecutive normal scheduled days of work (or for such fewer days as the employee may be absent) during the period of time between the date of death and the day after the funeral, provided he attends the funeral. When the death of a grandparent, sister or brother of an employee's current spouse, or current spouse of an employee's brother, sister or child (including adopted child or stepchild) occurs, the three (3) days mentioned above shall be changed to one (1) normal scheduled day of work.

The employee shall receive his regular scheduled day's pay for each regularly scheduled day of work for which he is so excused, provided he attends the funeral. Payment shall be made at the employee's straight-time hourly rate on the last day worked.

Section 12.6 General

A. For purposes of this Article XII:

- (a) "Basic hourly rate of pay" shall have the same meaning as in Section 11.1 of this Agreement.
- (b) In determining an employee's seniority the same period of service shall not be counted twice.

B. All amounts payable under this Agreement by the Company to an employee for a pay period (together with any amount transmitted or to be transmitted, under the provisions of any supplemental unemployment benefit plan, to the Com-

pany for payment to him with respect to that pay period) shall be combined into a single paycheck, subject to any required withholdings and employee-authorized deductions.

- C. In applying the provisions of this Article XII, payments or contributions made by the Company pursuant to any pension plan, group insurance plan or supplemental unemployment benefit plan shall be disregarded and shall not be taken into account for any purpose except to the extent otherwise expressly provided in this Article XII.

ARTICLE XIII

Christmas Bonus Days

Section 13.1 Beginning January 1, 2000 each employee who possesses one or more years of seniority in the bargaining unit prior to December 24th of a year shall be an eligible employee for purposes of this Section 13.1. An eligible employee shall be entitled to take his regularly scheduled work days off with pay during the period beginning on December 26 and ending on December 30 of that same year.

The employee shall receive pay for his regularly scheduled hours on each of his regularly scheduled days during this period at the employee's straight time hourly rate on the last day worked prior to December 24 of that same year.

An eligible employee who works during this period shall have a number of hours equal to the number of hours which were worked added to his Paid Absence Allowance Credit for the current base period as defined in Section 12.1.

ARTICLE XIV
LETTERS OF AGREEMENT

Agreement Letter No. 1 - Vendors' Employees Working

During negotiation of the current Labor Agreement the parties discussed the matter of vendor representatives working on equipment and machines which are beyond their warranty period or service agreement. The parties recognized that in many cases the proper Maintenance employee might gain necessary knowledge and experience by working with the vendor representative servicing such machines.

Therefore, insofar as is practical, when the work is nonrepetitive in nature and there is a learning experience to be gained, the appropriate Maintenance personnel will be assigned to work with vendor representatives on those production or Tool Room machines which the Company intends to regularly repair and maintain with bargaining unit employees.

In addition, the parties agreed that vendors/suppliers may perform any necessary function on the shop floor to insure the quality of purchased finished/intracorporeal material without a bargaining unit employee being present.

Agreement Letter No. 2 - Human Relations Committee

A joint Company-Union Human Relations Committee of twelve (12) members, divided equally between representatives of the Union and the Company shall be maintained.

This committee shall have the duties of (1) recommending such procedures as are deemed necessary to assure compliance with the provisions of Section 10.11 of this

Agreement and (2) in those cases where there is a dispute as to the question of adherence to Section 10.11, to follow the procedures outlined in this Letter of Agreement to resolve such dispute.

Meetings of the Human Relations Committee will be held as frequently as required to fulfill its assigned duties. Ordinarily, a meeting will be called by one party giving the other ten (10) days' notice.

The work of this committee will be carried forward with the understanding that all meetings and investigations will be handled with the least possible interference with production and efficient operations.

Inherent in the purpose of this committee is the belief that, consistent with paragraph 4 above, reasonable efforts should be made by both parties to resolve incidents prior to the filing of an incident report. To assure an orderly method for accomplishing this, the following procedure will apply:

1. If an employee feels an incident has occurred which involves a claim of discrimination under Section 10.11 and may eventually require the attention of a Human Relations Committeeman, he will discuss the situation with his Foreman and the Chief Steward.
2. If not resolved through this discussion, the incident will be referred to Step 2 of the grievance procedure for processing as a grievance. If at Step 2 either the designated Company representative or the Chief Steward believes that the sole issue involved is the application or interpretation of Section 10.11, the incident will be referred to the appropriate area Human Relations Committeeman for investigation.

3. Normally, Human Relations incidents will be handled by the area Human Relations Committeeman. If the Human Relations Committeeman of the area involved is not at work, a Human Relations Committeeman at work and on shift will be made available within four (4) hours.
4. Upon referral, the Human Relations Committeeman will, within twenty-four (24) hours, investigate the incident and, if it is not resolved through such investigation, will determine whether or not the incident should be processed as a Human Relations incident to the Human Relations Committee or be returned to the Chief Steward for referral to Step 3 of the grievance procedure. Incidents referred to Step 3 of the grievance procedure will not be subject to further review by the Human Relations Committee.
5. Whenever it becomes necessary for a Human Relations Committeeman to leave his work area to investigate an incident, he will inform his Foreman as to the area he wishes to visit and the individual or individuals he expects to contact. His Foreman will make the necessary arrangements. In making such investigation, the Human Relations Committeeman may, without loss in pay, discuss the incident with the involved employee; the Foreman, the designated Company representative and the Factory or Division Manager.
6. If the Human Relations Committeeman determines that an unresolved incident should be referred to the Human Relations Committee, he will complete an "Incident Report" (white copy Company, pink copy - Union) and forward it to the

Labor Relations Manager for review at the next Human Relations Committee meeting.

7. The Company will, within ten (10) days, provide answers for all unresolved Human Relations incidents discussed in any meeting of the Human Relations Committee.

Agreement Letter No. 3 - Arbitration backlog

It is understood that, with respect to grievances pending arbitration as of May 1, 1999, such cases will be resolved in the manner indicated below:

1. Following ratification of the Agreement, but prior to taking Step 2, the parties will advise one another which cases pending arbitration will not be subject to a nonprecedent review and will be processed through the regular arbitration procedure as set forth in Section 4.1; however, all such remaining cases involving discharge shall be processed prior to any others.
2. Company and Union Third Step representatives will meet following ratification of the Agreement for the purpose of resolving as many of the pending grievances as possible, on a nonprecedent basis, by June 1, 1999.
3. Labor Relations and the Union Business Representative(s) will thereafter meet to further evaluate and dispose of as many additional pending grievances as possible, on a nonprecedent basis, prior to August 2, 1999.
4. Following August 2, 1999, those remaining grievances which have not been resolved in Steps 2 and 3 shall be referred to an agreed-upon arbitrator or arbitrators by no later than November 4,

1999. Such referrals shall include (1) the specific section or sections of the Agreement claimed to be violated, (2) the specific relief requested, which can be no broader than that requested in the grievance, (3) the arguments made in support of the parties' position on the issue. The arbitrator will be required to make decision from the information furnished him.

Agreement Letter No. 4- *Routing of Work in Direct Labor Areas:*

Normally, the production work order will determine where work is to be performed on overtime as scheduled under Section 5.8. Work being performed on a machine or work area other than that indicated on the production work order will become the overtime of the performing machine or work area.

If a machine is to be temporarily reassigned to an allocation unit other than the current allocation unit for reasons other than machine breakdown, the designated Company representative of the involved area will notify the Committeeman two full shifts in advance of the shift on which machine is to be temporarily assigned for purposes of scheduling overtime under Section 5.8.

Agreement Letter No. 5- *Scheduling Employees to Work During the Department Vacation Shutdown*

This Letter of Agreement indicates the method to be used in the scheduling of employees to work during a Department vacation shutdown.

The practice will be:

1. When necessary, all employees in the Depart-

ment will be contacted as to their desire to work during the vacation period if they are needed.

2. From those who answer in the affirmative about working the entire scheduled vacation period, the assignment will be given, in seniority order (except Step c) in the following manner:
 - (a) The qualified employee in the classification in the designated Company representative's area where the work is to be performed.
 - (b) Qualified employees in higher or similarly rated classifications in the designated Company representative's area where the work is to be performed.
 - (c) In the event the assignment is still open, it may be filled by qualified employees in higher or similarly rated classifications in Departments within the building exercising a coinciding vacation shutdown period.
 - (d) If assignments still remain open, the junior qualified employee under the designated Company representative where the work is to be performed will be scheduled.

In all cases the scheduled employee must also be qualified to perform similarly rated and lower rated work needed during the Department vacation shutdown.

Agreement Letter No. 6 - Protective Clothing

This Letter will serve to confirm the agreement reached between Caterpillar Inc., Joliet, Illinois, and Local Lodge 851 of the International Association of Machinists and Aerospace Workers, AFL-CIO, relative to the furnishing

of weld gloves, sleeves, weld jackets and certain other clothing.

The Company agrees to furnish coveralls or other suitable clothing (which may include paper clothes) to employees who are assigned to one of the job classifications in the bargaining unit indicated below and whose job duties regularly involve the use of spray painting equipment at least fifty (50) percent of the time.

Paint Specialist-3

After initially issuing such clothing to such employees, the Company will provide clean or new changes twice each week on an exchange basis only.

Employees eligible to receive weld gloves and sleeves are Machine Specialists-2; Metalworking Specialists-3, Fabrication Specialists-3, Fabrication Specialists-4 and Fabrication Specialists-5 whose job duties regularly involve welding, heat straightening, and/or acetylene cutting and burning at least fifty (50) percent of the time.

The gloves will be furnished on a replacement basis to each employee in a quantity of one pair per month, in a manner and at a time to be determined by the Company. However, additional weld gloves may be obtained through the Supervisor by use of a tool replacement slip.

Employees eligible to receive weld jackets (of a type to be determined by the Company) are hand welders. These employees may obtain one weld jacket from the Company every two months (every four months in the case of the Nomex jacket) on an exchange basis at no cost to the employee. If the employee desires additional weld jackets for use on the Company's premises, the cost shall be shared equally between the employee and the Company. In addition, where sufficient hand welding deter-

mines there is a need, automatic welder operators will be entitled to the same privileges mentioned in this Letter.

Agreement Letter No. 7- Arbitration Schedule

The following arbitration schedule has been established:

1999	2000	2001	2002	2003
	Mar. 9-10	Mar. 8-9	Mar. 14-15	Mar. 13-14
June 10-11	June 8-9	June 14-15	June 13-14	June 12-13
Sept. 9-10	Sept. 14-15	Sept. 13-14	Sept. 12-13	Sept. 11-12
Dec. 9-10	Dec. 14-15	Dec. 13-14	Dec. 12-13	Dec. 11-12

2004	2005
Mar. 11-12	Mar. 10-11
June 10-11	
Sept. 9-10	
Dec. 9-10	

It is the objective of the parties to fully utilize the above scheduled days of arbitration.

Agreement Letter No. 8 - Top Seniority for Union Officers

During the 1999 negotiations, the parties discussed the question of "top 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 "top 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, "top seniority" coverage will revert to the provisions currently contained in Section 6.25 of the Agreement.

Agreement Letter No. 9 - Continued Recognition of the IAM

During 1999 negotiations, the parties discussed the representation of employees at the Joliet Plant covered by the Agreement in the event of a Complete Plant Closing (as defined in Section 10.14 (E) (ii) of the 1999 Agreement) and then subsequently reopened.

The Company agrees that if manufacturing operations involving work currently being performed by IAM-represented employees at the Joliet Plant are resumed by the Company in such plant within five years of the date of notice referred to in Section 10.14 of the 1999 Agreement, the IAM will be recognized as the bargaining agent for employees in the "production and maintenance" unit within such plant. The parties also agree that such recognition shall not be inconsistent with any laws or regulations then in effect.

Agreement Letter No. 10 - Training Classifications-Vacation Scheduling

Employees assigned to Training will be scheduled to work vacation periods as follows:

The Company considers the 1X10, 1X13 and 1X20 classifications as being production stations. Employees in those classifications will be scheduled, based on their qualifications and seniority. Employees assigned to other Training classifications will be considered to perform production work only if those employees were assigned to production stations three weeks prior to any such vacation period.

Agreement Letter No. 11 - Attendance Infractions-Exceptions

Any approved days of vacation granted under the provisions of Section 8.3 and any days of absence for which prior approval has been granted under the provisions of Section 12.1 will not be counted as attendance infractions when assessing an employee's overall attendance record.

Agreement Letter No. 12 - Application of Days Worked Under Section 5.9

In the application of the provisions of Section 5.9 for the purpose of determining whether or not an employee has worked all the days of his regularly scheduled workweek and has worked one or more additional day(s) within such same week, any day or days of absence which occur as result of the application of the provisions of Sections 9.5, 10.10 insofar as it applies only to the remainder of the regular shift on the day of the injury, 12.1, 12.2 insofar as it applies only to holidays which occur on other than Monday or Friday, 12.3, 12.4 or 12.5 will be deemed to have been a day or days worked.

Agreement Letter No. 13 - Retention Bonus Rate

During the current negotiations, the parties discussed the difficulties of retaining qualified employees in the 3S61 Fabrication Specialist-3 classification. As a result of these discussions, the parties agreed to the following provisions.

1. Any employee assigned to the 3S61 Fabrication Specialist-3 classification for a one (1) year period shall be eligible to apply for a Retention Bonus Rate.

2. The Retention Bonus Rate shall be \$0.88 per hour.
3. In order to apply for a Retention Bonus Rate, an employee must agree in writing to waive, for a period of three years, all rights to Bid under Article VI except for the right to Bid to a job at Labor Grade 4 or higher within the NIO to which the employee is currently assigned and the right to bid to different shift, subject to the provisions of Section 6.18(b). Such three-year period shall commence on the date the employee begins to receive the Retention Bonus Rate:
4. The Retention Bonus Rate shall begin within 30 days of the date the application is submitted to the supervisor:
5. At the conclusion of the three-year period, an employee receiving the Retention Bonus Rate will have the option of either:
 - a. continuing to receive the Retention Bonus Rate and agreeing to waive bidding rights for another three-year period; or
 - b. ending the Retention Bonus Rate and resuming all bidding rights under Article VI of this Agreement.
6. The Retention Bonus Rate shall automatically end for any employee who, for any reason, leaves the 3S61 Fabrication Specialist-3 classification. Concurrent with ending the Retention Bonus Rate, the employee will resume all bidding rights under Article VI of this Agreement.
7. An employee who elects to end the Retention Bonus Rate under 5(b) above or for whom the Retention Bonus Rate is automatically ended

under 6 above may reapply for the Retention Bonus Rate at any time provided the employee is assigned to the 3S61 Fabrication Specialist-3 classification.

The parties agree that this Agreement Letter shall remain in effect only until the expiration of this Agreement and shall not be renewed or extended except by express written agreement of the parties.

Agreement Letter No. 14 - Job Security Plan

The Company and Union have conducted many meetings and discussed at length employee concerns about job security. The Parties agreed that true job security can come only from producing and delivering quality products to our customers in a timely manner and at competitive prices.

In an effort to make the Joliet Plant more competitive, the Parties reached agreement on a Progressive Action Plan in 1991, the objective of which was to address some of the matters which had prevented the Joliet Plant from becoming competitive while assuring that the wages and benefits enjoyed by Maximum Opportunity Group (MOG) IAM employees remain protected.

In a continuing effort to secure the future of the Joliet Plant, the Company and Union have agreed on the following Job Security Plan to assure the employment of long-term employees. The cornerstone of the Job Security Plan is a commitment that no covered employee will be laid off as a result of any event, including volume reductions arising from changes in the marketplace and the economy, or action by the Company, except as otherwise provided herein.

I. Definitions:

A. Covered employees.

Covered Employees are all active employees in the Bargaining Unit whose names appeared on Attachment B of the 1994 Agreement and those added to Attachment B after December 5, 1994 with a Union seniority date prior to January 1, 1980. All such employees are listed on Attachment B to this Agreement Letter. The only employees who shall be added to Attachment B will be those employees with a Union seniority date prior to January 1, 1980 who return from layoff and including those returning from long term disability.

B. Qualifying Action.

- (1) A qualifying action is any event that would otherwise cause any covered employee to be laid off, including but not limited to volume reductions, sourcing decisions, introduction of new technology, productivity improvements, and the consolidation of operations but excluding actions or events specified in paragraph I.B(2).
- (2) A Qualifying Action shall not include any of the following actions or events or actions or events similar in nature thereto:
 - (a) Temporary layoffs as defined in Sections 6.7, 6.8, or 6.9 of the Labor Agreement.
 - (b) Reductions in the work force occurring as a result of strikes, walkouts, and other forms of labor disputes.
 - (c) Sale of a part of the Company's opera-

tions as an ongoing business or other cessation of business.

- (d) Any Complete Plant Closing as defined in Section 10.14 of the Labor Agreement.
- (e) Reductions arising out of or resulting from Acts of God or other events beyond the Company's control.

II. Job Security Plan (JSP).

A. In the event that a Qualifying Action would otherwise cause any Covered Employees to be laid off during the term of this agreement, then those employees who would otherwise be laid off as a result of the Qualifying Action after application of the Labor Agreement shall instead be placed in the JSP Pool and shall be employed in accordance with the following terms and conditions:

- (1) Employees shall move into and out of the JSP Pool due to volume or other adjustments to the work force and while assigned to the JSP Pool shall be employed in accordance with the Labor Agreement except as otherwise provided herein.
- (2) The Parties recognize that the scope of this program requires flexibility with regard to the assignment by the Company of duties and activities to Pool employees and the selection of Pool employees for training.

An employee in the Pool may be (i) placed in a training program, (ii) used as a replacement to facilitate the training of another employee, (iii) given a job assignment within or outside

the bargaining unit which may be non-traditional, (iv) placed in an existing opening or (v) given other assignments consistent with the purposes of this Agreement Letter. In the event that the Company assigns no duties to a JSP 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 JSP Pool.

B. The Company and Union have agreed to the following guidelines to administer the Job Security Program:

- (1) An employee in the Pool will receive the regular straight time hourly rate of pay for the classification the employee last held prior to being placed in the pool. In the event an employee in the Pool is assigned to another classification, the employee will receive the rate of pay as provided by the Labor Agreement.
- (2) Pool assignments will be considered temporary and not subject to provisions governing permanent filling of vacancies or the application of shift preference, except for assignments to fill openings resulting from volume increases.
- (3) An employee replaced by a Pool employee for training will receive his/her regular straight time hourly rate of pay, and will be returned to the same classification and job assignment upon completion of the replaced employee's assignments. In the event the

employee has insufficient seniority to return to the formerly held classification, the employee will be placed pursuant to the applicable provisions of Article VI.

- (4) A training assignment will be voluntary on the part of an employee being replaced by a Pool employee, unless such training is to develop or improve technical skills relevant to the employee's current job assignment or anticipated future job needs.
- (5) An employee may decline the opportunity to be assigned to the Pool or, while in the Pool, decline an assignment. In such event, the employee will be placed on layoff and will no longer be a Covered Employee under the terms of this Job Security Plan. Such employee's only recall rights shall then be the same as those of any other employee on layoff but not a Covered Employee under this Agreement Letter No. 14.

III. Special Early Retirement.

- A. In the event that an action satisfying the definition of a Qualifying Action under Section I.(B) hereof, during the term of this Letter of Agreement could otherwise result in one or more Covered Employees being laid off, the Company may attempt to avoid or reduce the number of such employees who would otherwise be laid off by offering *Special Early Retirement*, consisting of a Special Early Retirement Payment and a Monthly Retirement Incentive Payment to those active employees in the Bargaining Unit, if any, who are eligible therefore.

- B. Those active employees in the Bargaining Unit who shall be eligible for the Special Early Retirement are those employees:**
- (1) fifty-five (55) years and older, and whose age and whose credited Service, under the terms of the Non-Contributory Pension Plan as of the date of the layoffs that would otherwise occur, when combined numerically, produced a sum of 85 or more; and**
 - (2) who are eligible for and elect retirement under paragraph 4.1(a) or 4.1(b) of the Non-Contributory Pension Plan and this Plan when offered by the Company.**
- C. This Special Early Retirement shall be offered in seniority order to eligible employees in the job classification(s) where such reductions are needed. If the needed reduction in a classification is not achieved by such offer(s), this Special Early Retirement may be offered to eligible employees in other job classifications except where the acceptance of such offers would result in an unreasonable depletion in the number of employees in a job classification within the Bargaining unit. When offers of Special Early Retirement are made to eligible employees within a job classification, they will be made in seniority order. Employees accepting such offer may be required to delay their retirement up to ninety (90) days. An employee who refuses an offer of Special Early Retirement will not be eligible for another such offer during the term of this Agreement, except as provided for in paragraph III.(D).**
- D. During the life of this Agreement, the Company**

may at its option if it chooses to reduce the size of or to avoid the establishment of a JSP Pool, offer this Special Early Retirement to eligible employees, including those employees previously refusing such offer. Such offers would be made as provided for in paragraph III.(C) and would otherwise be subject to the conditions of this agreement.

- E. The Special Early Retirement Payment offered to an eligible employee hereunder shall be ten thousand dollars (\$10,000). This Payment shall be paid upon the retirement of such eligible employee.
- F. The Monthly Retirement Incentive Payment offered to an eligible employee hereunder shall consist of a monthly payment of \$200.00, and will be paid to eligible employees therefor pursuant to the Monthly Retirement Incentive Payment Plan attached hereto as Attachment A.
- G. The purpose of this Section is to reduce the number of Covered Employees who would otherwise be laid off from going into the JSP Pool or to reduce the size of such pool. No eligible employee shall be considered to be entitled to a Special Early Retirement Payment or a Monthly Retirement Incentive Payment hereunder or have a vested right to such Payments. In the event an employee receives a Special Early Retirement Payment and a Monthly Retirement Incentive Payment hereunder and is subsequently reemployed by the Company, the employee shall not be offered any such payments upon retirement. Such employee shall, however, be eligible for resumption of his original Monthly Retirement Incentive Payment upon

reretirement as provided for in paragraph D. of Attachment A.

IV. Administration.

The Company and Union agree that Company representatives will periodically meet with the General Committee and:

- A. Review the size and makeup of the JSP Pool, specifically noting the impact of attritional openings as well as future manpower requirements.
- B. Review the assignment of Pool employees to non-traditional work assignments for employees in the Pool where practicable both within or outside the Bargaining Unit.
- C. Review any complaint regarding the administration of the Job Security Plan. Only those matters governing the size of the Pool or governing the treatment of an employee assigned to or impacted by the Pool will be subject to the Grievance Procedure.
- D. 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.
- E. Prior to making any Early Retirement offer, the plan for making such offer will be reviewed with the General Committee. Any dispute involving such offer would be subject to the Grievance Procedure.

V. Duration.

This Letter of Agreement shall expire by its terms as of 11:59 p.m. on the 30th day of April 2005, and shall not be

renewed or extended except by express written Agreement of the parties.

Agreement Letter No. 14

Attachment A: *Monthly Retirement Incentive Payment Plan*

In the event that under Article III of this Letter, the Company elects to offer a Monthly Retirement Incentive Payment, those payments will be made to eligible employees as determined under Article III of this Letter, and as described below from the Monthly Retirement Incentive Payment Plan (hereinafter "Plan"):

A. Employment Status.

The Plan does not affect the employment status of any employee who could retire when eligible for Plan benefits, but who chooses not to retire during a period when the Plan is offered. Retirement from the Company shall remain completely voluntary by the employee. No person shall have any vested rights for benefits under the Plan.

B. Payments and Amount of Benefits.

Benefits under the Plan will be paid in two parts:

- (1) Non-Contributory Pension Plan (NCP) benefits, calculated under paragraph 5.1(a) of the NCP without reduction for early retirement, notwithstanding paragraph 5.4(b) of the NCP; and
- (2) In addition to the pension amounts described in (1) above, a *Monthly Retirement Incentive Payment* ("Payment") of \$200.00 beginning with the month in which the employee retires, will be payable to each employee who retires under this plan through the month in which

the employee attains age 62 except that no payment amount under this item (2) shall be payable (i) for any month following the month in which the retired employee's death occurs and (ii) to any survivor, beneficiary or the estate of any retired employee.

C. No restrictions on Outside Earnings.

Payments under this Plan will not be subject to any limitations on wages or earnings from self-employment. The restrictions contained in paragraph 8.5(e) of the NCPP shall not apply to retired employees who receive any benefit under this Plan and who receive an Additional Early Retirement Allowance under the NCPP.

D. Payments from Trust Fund.

Benefits under this Plan shall be paid to the extent permitted by law from the trust fund of, and (except as provided herein to the contrary) shall be subject to the terms of, the NCPP.

E. Insurance.

All life and medical coverages under the Group Insurance Plan for which a retiree is otherwise eligible will be applicable as provided under paragraphs 4.8 and 5.15 of the Group Insurance Plan.

Agreement Letter No. 15 - Lump Sum Payments

As specified below, a payment shall be made to each eligible employee equal to two percent (2%) of the total amount of "qualified earnings" (as defined below) received by such employee during the "base period" preceding an "eligibility date," less required deductions. The "base periods" and "eligibility dates" for the purpose of computing such payments shall be as follows:

Base Period	Eligibility Date	Payable During Week Ending
December 27, 1999 - December 24, 2000	December 25, 2000	February 4, 2001
December 23, 2002 - December 21, 2003	December 22, 2003	February 1, 2004

Each employee who possesses seniority in the bargaining unit on May 3, 1999 covered by the 1999 Agreement on an eligibility date shall be eligible for a payment.

"Qualified earnings" for these payments are defined as income received by an eligible employee, while in the bargaining unit, from the Company during each base period and results from the following:

Regular Pay (including shift premium and overtime premiums)

Holiday Pay

Paid Absence Allowance Payments

Vacation Pay

Bereavement Pay

Jury Duty and Witness Service Pay

Temporary Military Service Pay

An employee, who retires during a "base period" and who, but for such retirement, would have been eligible for a payment, shall receive a payment in accordance with the provisions of this Agreement Letter.

In the case of an employee who dies during a "base period," a payment shall be payable in accordance with the provisions of the Agreement Letter. Such payment shall be made to the beneficiary or beneficiaries of his/her basic life insurance under the Group Insurance Plan.

Agreement Letter No. 16 - Plant Closing

As a result of deep concern about job security in 1999 negotiations and the many discussions which took place over it, this will confirm that during the term of this 1999 Agreement, until May 1, 2005 the Company will not close the Joliet Plant.

It is understood that conditions may arise that are beyond the control of the Company; e.g., act of God, concerning this subject. Should these conditions occur, the Company will discuss such conditions with the Union.

Agreement Letter No. 17- Training Credits

The parties agree that if an employee has previous work experience and/or college credit hours which would be comparable to work or classroom assignments required in the apprentice or training program, the employee may have his apprentice or training period reduced by the appropriate equivalent number of hours.

If such a reduction is to be made, the employee and the General Committee shall be informed of the number of hours the apprentice or training program will be reduced; prior to the employee entering the apprentice or training program.

Agreement Letter No. 18 - Restricted Employee Placement Outline

- 1) Placements in the R.E.P. area will be in descending seniority from employees who have been on medical leave of absence for a minimum of one month. Any exception to the one month period requires mutual agreement between the Company and Union. If necessary, an employee who is

subsequently placed on medical leave and is rehabilitated to the point where his medical restrictions would allow placement in the R.E.P. area shall, seniority permitting, displace the junior employee whose job assignment is within his restrictions. Only employees with medical restrictions may be placed in the R.E.P. area, except by mutual agreement of the parties.

If the employee's personal physician is not in agreement with placement in the R.E.P. area, the employee will not be placed in the area. Prior to placement in the R.E.P. area, an attempt will be made to place the employee on a job in the factory that meets his restrictions.

- 2) Work performed in the R.E.P. area will be work that is normally classified at the wage rate (1) level; however, when higher rated work is performed in the R.E.P. area the applicable wage rate will be paid. All work will be performed within the R.E.P. area, except by mutual agreement of the Company and Union. Work that is currently being performed by other Joliet employees will not be transferred to the R.E.P. area, except by mutual agreement between the Company and the Union.
- 3) Employees entering the R.E.P. area will continue to draw their current rate of pay for a period of (90) calendar days, after which, the rate shall be reduced to the applicable wage rate. If, during the (90) day period it is necessary to place the employee back on M.L.O.A., and upon completion of that M.L.O.A., he is again placed in the R.E.P. area, the (90) day period referred to above will start over. If an employee is returned to M.L.O.A. after

his rate has been reduced, disability benefits will be based on the pay level he was at prior to being reduced.

- 4) When an employee has medically rehabilitated, he will be placed on a job in accordance with the medical placement provisions of the contract.
- 5) If an employee must be removed from the R.E.P. area due to lack of work in that area, or due to other conditions which result in him no longer having adequate seniority to hold a beginning factory job, he will be placed back on M.L.O.A. The basis for disability benefits will be described in item (3) above.
- 6) If an employee goes to retirement from the R.E.P. area, his pension will be based on the higher of either:
 1. The pay rate he was receiving while assigned to a job in the R.E.P.
 - or
 2. The pay rate he was receiving immediately prior to his assignment to a lower rated job while in the R.E.P.

Agreement Letter No. 19 - Conversion of Industrial Apprentice Program Employees to Appendix A Supplementary Base Rate Schedule 3

Employees in the Industrial Apprentice Program will be converted to the appropriate job classification as described in Exhibit A equivalent to the job to which they were assigned to on April 30, 1999. They will be placed at the rate step shown in Appendix A, Supplementary Base Rate Schedule 3 based on their years of service the Monday following the effective date of this Agreement.

Agreement Letter No. 20 - *Competitive Rate Jobs*

During 1999 negotiations, discussions were held concerning the necessity of bringing rates of pay for Labor Grade 1 and 2 jobs more in line with competition. Therefore, employees holding the 0A01 Industrial Apprentice classification as of April 30, 1999 will be transitioned into Labor Grade 3 jobs as follows:

1. Openings in Labor Grade 3 will first be filled in accordance with the provisions of Section 6.14.
2. The senior employee(s) holding the 0A01 Industrial Apprentice classification on the above date will be offered the opportunity to move to the opening(s), provided it is to be filled.
3. Steps 1 and 2 will be repeated until all former 0A01 Industrial Apprentices have been offered a Labor Grade 3 job.

Failure to accept an offer of a job opening in Labor Grade 3 will result in a rate reduction to the Competitive Rate schedule established for employees hired into Labor Grade 1 or 2 jobs after the effective date of this Agreement.

Agreement Letter No. 21 - *High Performing Work System*

Prior to and during the 1999 negotiations, the Company and Union recognized the need for the Joliet facility to address innovative, non-traditional approaches to business in order to ensure competitiveness and provide a means of retaining and attracting work. For these reasons, the General Committee and the Company agree to explore implementation of a High Performing Work System during the life of the 1999 Labor Agreement.

ARTICLE XV

Duration

Section 15.1 Subject to the ratification of this Agreement by the Union's membership on or before April 30, 1999, this agreement shall be effective May 1, 1999 and shall remain in effect until May 1, 2005 and thereafter from year to year, unless sixty (60) days prior to the date of expiration either party gives notice to the other party, in writing, that it desires to modify or terminate.

Notification of desire to modify or terminate this Agreement by either party shall be accepted by the other party as notification of desire to modify or terminate the Pension, Insurance and Supplemental Unemployment Benefit Agreements, and Tax Deferred Savings Plan, and Incentive Compensation Plans dated May 1, 1999.

Agreed and subscribed to the day and year first above written.

Caterpillar Inc.

By James J. Story
Labor Relations Manager

Bargaining Committee

Albert T. Brown
Keith A. Flesner
Leon J. Residori
Bruce E. Schuver
Mark A. Shipley
Robert M. Thompson
Marianne Whitman
David W. Stevens

**Local Lodge No. 851 of the International Association of
Machinists and Aerospace Workers, AFL-CIO**

By Robert M. Vela

Local Lodge 851 President

Daniel J. O'Donnell
Chairman, *General Committee*

General Committee

Fred A. Darnell
Kenneth C. Falkenberg
Danny R. Haarman
Raymond L. Oliver
Richard K. Wicker

G. Terry Lindley
Business Representative
District 55, IMAW

Dated April 29, 1999

APPENDIX A
Basic Hourly Rates of Pay
Effective May 3, 1999
SCHEDULE 1

1	19.22			
2	19.57			
3	20.09	20.35	20.67	
4	20.35	20.67	21.08	21.55
5	20.85	21.25	21.74	22.33
6	21.25	21.74	22.33	22.93

APPENDIX A
Supplementary Base Rate Schedule
SCHEDULE 2

1X10 Manufacturing Trainee	60%	65%	70%	75%	80%	85%	90%
	95%	3-1*					
1X11 Tool Room Machinist Apprentice	60%	65%	70%	75%	80%	85%	90%
	95%	6-1*					
1X13 Machine Shop Trainee	60%	70%	80%	90%	3-1*		
1X16 Welding Trainee	60%	70%	80%	90%	3-1*		
1X18 Machine Repairman Apprentice	60%	70%	80%	90%	6-1*		
1X19 Cooperative Trainee	60%	65%	70%	75%	80%	85%	90%
	4-4						
1X20 College Graduate Trainee	4-4						
1X31 Electrician Apprentice	60%	65%	70%	75%	80%	85%	90%
	95%	6-1*					

* Minimum Graduating Rate

APPENDIX A
Supplementary Base Rate Schedule Effective May 3, 1999
SCHEDULE 3

	<u>Labor</u> <u>Grade 1</u>	<u>Labor</u> <u>Grade 2</u>	<u>Labor</u> <u>Grade 3</u>	<u>Labor</u> <u>Grade 4</u>
70.0%	13.45	13.70	14.06	14.25
73.0%	14.03	14.29	14.67	14.86
76.0%	14.61	14.87	15.27	15.47
79.0%	15.18	15.46	15.87	16.08
82.0%	15.76	16.05	16.47	16.69
85.0%	16.34	16.63	17.08	17.30
88.0%	16.91	17.22	17.68	17.91
91.0%	17.49	17.81	18.28	18.52
94.0%	18.07	18.40	18.88	19.13
97.0%	18.64	18.98	19.49	19.74
100.0%	19.22	19.57	20.09	20.35

The above rate schedule is applicable to employees in the 0A01 or 0A02 classification who enter a classification in Labor Grades 1-3 on May 3, 1999 and to newly hired employees into Labor Grade 3 or 4 classifications on or after May 3, 1999. The Company reserves the right to start newly hired employees into Labor Grade 3 or 4 classifications at a rate higher than 70% of the minimum base rate of the classification.

APPENDIX A
Competitive Base Rate Schedule Effective May 3, 1999
SCHEDULE 4

1	8.35	8.65	8.95	9.25	9.55	9.85	10.15	10.45	10.75	11.05
2	9.15	9.45	9.75	10.05	10.35	10.65	10.95	11.25	11.55	11.85

The above rate schedule is applicable to employees who hire on or after May 3, 1999.

The Company reserves the right to increase the rates for employees on this rate schedule.

APPENDIX B

NON-INTERCHANGEABLE OCCUPATIONS

N.I.O. UNIT 1 ASSEMBLY

4A61 Assem. & Test Spec. - 4

3A61 Assem. & Test Spec. - 3

N.I.O. UNIT 2 PRESS SHOP

5S51 Metalworking Spec. - 5

3S51 Metalworking Spec. - 3

N.I.O. UNIT 3 FABRICATION

4S61 Fabrication Spec. - 4

3S61 Fabrication Spec. - 3

N.I.O. UNIT 4 N/C MACHINING

4M91 N/C Mach. Spec. - 4

3M91 N/C Mach. Spec. - 3

4M95 Trans. Mach. Spec. - 4

3M95 Trans. Mach. Spec. - 3

N.I.O. UNIT 5 DRILLS

3M55 Drill Spec. - 3

N.I.O. UNIT 6 GRINDER

3M85 Grinder Spec. - 3

N.I.O. UNIT 7 BORING/LATHES

4M65 Boring Spec. - 4

4M75 Lathe Spec. - 4

3M65 Boring Spec. - 3

3M75 Lathe Spec. - 3

N.I.O. UNIT 8 GEAR

3M81 Gear Spec. - 3

N.I.O. UNIT 9 METAL TREATING

4H51 Metal Treating Spec. - 4

3H51 Metal Treating Spec. - 3

N.I.O. UNIT 10 CHROME PLATE

4H52 Electro Plating Spec. - 4

N.I.O. UNIT 11 PAINT

3P52 Paint Spec. - 3

N.I.O. UNIT 12 TOOL GRINDING

4T52 Tool Grinding Spec. - 4

3T52 Tool Grinding Spec. - 3

N.I.O. UNIT 13 TOOL PRE-SET

4P52 Tool Pre-Set Spec. - 4

N.I.O. UNIT 14 CLERICAL

3P51 Material Spec. - 3

N.I.O. UNIT 15 EQUIP. OPERATOR

4V51 Truck Driver - 4

3V51 Crane Operator - 3

N.I.O. UNIT 16 QUALITY

5Q61 Weldor Certification Analyst - 5

4Q61 Quality Spec. - 4

3Q61 Quality Spec. - 3

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N.I.O. UNIT 17 TOOLING

6T71 Tool & Die Maker - 6 (S.C.)

6T51 Mach. Spec. (Tooling) - 6

5T91 Layout Developer - 5

4T51 Mach. Spec. (Tooling) - 4

3T51 Mach. Spec. (Tooling) - 3

N.I.O. UNIT 18 MACHINE REPAIR MECH.

6T81 Machine Repair Mech. - 6

N.I.O. UNIT 19 ELECTRICIAN

6E51 Electrician Spec. - 6

5E51 Electrician Spec. - 5

N.I.O. UNIT 20 PIPEFITTER

5E61 Pipefitter - 5

N.I.O. UNIT 21 TINNER

5E63 Tinner - 5

N.I.O. UNIT 22 REFRIG. EQUIP. MECHANIC

5E71 Refrig. Equip. Mechanic - 5

N.I.O. UNIT 23 UTILITIES OPERATOR

5E76 Utilities Operator - 5

N.I.O. UNIT 24 CARPENTER

5E64 Carpenter - 5

N.I.O. UNIT 25 MAINTENANCE WELDOR

5S61 Fabrication Specialist - 5

N.I.O. UNIT 26 TOOL DRESSER & FORGER

5T61 Tool Dresser & Forger - 5

N.I.O. UNIT 27 MAINTENANCE SPEC.

3E51 Maintenance Spec. - 3

N.I.O. UNIT 28 TRAINING

(All Special Class, All Special Rates)

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EXHIBIT A

2A61 ASSEMBLY AND TEST SPECIALIST - 2

Performs a variety of functions to assemble, rework or repair products such as cylinders, filters, rippers, blade and arm assemblies; select fit valve stems to valve bodies, and test products such as cylinders, filters and pressure valves.

3A61 ASSEMBLY AND TEST SPECIALIST - 3

Performs a variety of functions to assemble scrapers and hydraulic units. Sets up and operates test equipment to perform required test operations on such units. Analyzes and diagnoses malfunctions and makes necessary adjustments and repairs.

4A61 ASSEMBLY AND TEST SPECIALIST - 4

Performs diversified functions such as assembling, fitting, adjusting, altering and repairing experimental machines and equipment. Also performs the above functions on current and non-current machines; special orders, field failures or engineering design changes. Works from complex prints, sketches, verbal instructions, etc. to plan methods and sequence of assembly. Required to operate any prime mover machine for checking purposes.

3E51 MAINTENANCE SPECIALIST - 3

Assists in the construction, installation, alteration, repair and maintenance of plant facilities, machines and equipment. Performs routine trade functions such as repairing defective lighting circuits and fixtures; rigging

scaffolding, block and tackle; disassembly of equipment; measuring, cutting, forming and fitting various materials; etc. Lubricates, services and make repairs and adjustments to lubricating systems. Maintains operation of heating and/or ventilating units. Assists with the operation of steam generating boilers by performing manual functions, operating ash removal equipment, etc. Performs routine service and minor repairs on vehicles, batteries and allied equipment. Operates mobile equipment to perform maintenance and plant improvement functions.

5E51 ELECTRICIAN SPECIALIST - 5

Performs electrical trade functions required for construction and/or major repairs and servicing of electrical circuits, electronic and fluidic circuits not described in the **ELECTRICIAN SPECIALIST - 6** classification and related electrical equipment used throughout the plant.

Lays out, assembles, installs, and alters power, light, *signal and alarm systems, time clock and signal systems* and other types of industrial installations and equipment. Constructs, alters and maintains main distribution lines. Builds, installs or services interlocking control circuits and panels used in conjunction with machine tools. Services and repairs the electrical equipment used with heat treat units. Repairs the windings or rewinds motors; reconditions mechanical parts of all types of motors and generators; and salvages used electrical equipment. Wires machine tools upon installation when moved.

6E51 ELECTRICIAN SPECIALIST-6

Builds, installs and repairs electronic and fluidic circuits used on machine tools and plant equipment. Tests faulty equipment and applies knowledge of operation of electronic units and systems to diagnose malfunctions. Tests electronic components and circuits to locate defects using instruments such as oscilloscopes, signal generators, electronic counters, recorders, transistor checkers, capacitor checkers, etc.—Aligns, balances and calibrates equipment. Calibrates and services electronic testing instruments.

The term "electronic and fluidic circuits" in this description shall mean circuits that consist of printed circuit boards, or pulse generators, or silicon control rectifiers or amplifying tubes or fluidic components and whose purpose is to control the path or speed of a metal cutting tool or to count pulses against time to measure fluid flow, such as logic panels on numerically controlled machines or frequency counters.

In addition to the above, performs electrical maintenance and repair work as described in the **ELECTRICIAN SPECIALIST-5** classification..

To qualify for this classification, employee must satisfactorily demonstrate proficiency in electronic theory and application relating to plant operations and equipment.

5E61 PIPEFITTER-5

Performs installation, service and repair functions to piping and plumbing systems used for conveying liquids and gases under either gravity, pressure or vacuum throughout the plant.

Installs complete new pipe systems and repairs, alters or services existing piping and plumbing systems. Installs, alters and repairs piping and plumbing systems for sewage, toilets, *drinking water*, cafeteria equipment, parts washing machines, combination clean and paint booths, unit heaters, oil unloading and distributing facilities, downspouts, plant heating and other similar facilities. Constructs, inspects and repairs sprinkling systems. Repairs and maintains equipment used to furnish propane gas to factory areas. Replaces hose and pipe connections and sections to eliminate leaks. Connects, disconnects and installs pipe during machine moves or setting of new machines and equipment.

5E63 TINNER - 5

Makes and installs major sheet metal items of equipment such as dust arresters, ducts, hoppers, booths and tanks.

Draws and develops intricate patterns and forms on sheet metal according to designs specified on blueprints, using layout tools. Forms developments into functioning parts using metal working machines for processing. Transports tools and material to the job. Hoists fabricated units into place with suitable rigging and assembles into a practical system. Alters existing installations as required.

5E64 CARPENTER - 5

Performs construction, alteration and maintenance carpentry and cabinet making throughout the plant. Includes work on such items as furniture, cabinets, forms for concrete, factory offices, partition panels, shipping

docks, tool cribs, etc. Plans procedures with the aid of drawings, sketches and general instructions for the machining of lumber and uses necessary tools to fit component parts together snugly.

5E71 REFRIGERATION EQUIPMENT MECHANIC-5

Operates and services one or more mechanical refrigeration units and may also operate and service other cooling, heating and ventilating units.

Regularly checks temperatures in areas serviced by units in assignment and adjusts controls to compensate for deviations from desired temperature. Services systems by performing such functions as lubricating, defrosting, draining, refilling, purging, flushing and changing filters and dehydrators. Determines need for repairs and, if possible, makes those repairs. Works with and advises others in making major repairs. Similarly works with others in the construction of new units and systems. Operates and regulates equipment used to furnish propane gas to factory areas.

5E76 UTILITIES OPERATOR -5

Operates, inspects and makes minor repairs or emergency repairs to boiler room equipment used in the generation of steam for plant processing and heating purposes. Regulates chain grate speed, coal feed and water intake in accordance with fluctuations in demand for steam to maintain constant boiler pressure. Regularly inspects gages, valves, pumps, fans, etc. making adjustments as necessary to maintain desired operation. Operates water softeners. Directs a helper in ash removal and performance of other manual functions.

3H51 METAL TREATING SPECIALIST - 3

Sets up and operates heat treating equipment to perform induction hardening and/or furnace hardening and tempering. Performs setups from written instructions. Requires knowledge of heat treating principles and equipment sufficient to evaluate results and determine corrective measures.

4H51 METAL TREATING SPECIALIST - 4

Sets up and operates gas and electric furnaces to harden, anneal, draw, carburize and normalize a variety of new and repair parts for jigs, dies and fixtures, prove design parts and machine tools. Performs troubleshooting functions to diagnose and resolve setup and operational problems of heat treating equipment.

4H52 ELECTROPLATING SPECIALIST - 4

Sets up and operates electroplating units to perform chromium, nickel, copper, etc. plating operations including the more complex operations encountered in salvaging tools or parts.

1M51 SHOP LABORER - 1

Performs a variety of manual and/or machine functions that are generally repetitive in nature and relate to the processing of parts, materials, equipment, supplies, etc. through various stages of manufacturing. Sets up and operates elementary machine tools, machines and/or equipment, etc. Involves the use of power tools; hand tools; checking equipment; and operating mobile equipment as required to facilitate job functions. Maintains related clerical records and resolves discrepancies asso-

ciated with the work performed. Services vehicles by adding fuel, oil, antifreeze, etc. and reports defects and need for repair.

Typical examples of functions performed include cleaning, burring, sealing, rustproofing, and simple assembly on various parts, assemblies and material; aisle line painting; preparing surfaces and performing dip or rough painting; repairing weld helmets and hammers; performing manual operations to reclaim scrap material in a reclamation area; hydrostatic or air pressure testing; simple drilling operations with heavy duty or speed type drills; assisting others on assignments requiring services of more than one person; machine or hand packaging of parts or assemblies; pumping, cleaning and refilling sumps, pits, etc. of machines and equipment; repairing mill cutters and reamers; preparing material for shipment, loading, unloading, transporting and stacking material at various receiving, storing and shipping locations; moving parts to and from processing stations, storage locations and production areas and stores material, as directed; and general yard laborer duties; and general janitorial duties.

2M53 MACHINE SPECIALIST-2

Sets up and operates various machines and equipment to perform milling, planing, drilling, boring and less complex combinations of lathe functions to required tolerances; finish grinding, honing, polishing and lapping; balancing, thread rolling or cutting, broaching and power cutoff operations; roll forming, punching, shearing, heat and press straightening, spot welding, inertia bonding and straight line burning; and removes broken taps, bolts and setscrews.

3M55 DRILL SPECIALIST-3

Sets up and operates radial or multiple spindle drilling machines to perform complex combinations of operations on a variety of parts, a limited number of large and relatively expensive parts or parts having close tolerances and requiring complex machine setups; dial index type machines to perform combinations of operations on a variety of parts; and electrical chemical machines to reproduce shape of electrodes into various parts.

3M65 BORING SPECIALIST-3

Sets up and operates boring machines to perform operations to close tolerances on parts such as hitch assemblies, heads, piston rods, multiple spindle machining of valve bodies, and bore and roll machines to finish bore and burnish roll the I.D. of cylinder assemblies; and universal type boring and milling machines to perform combinations of boring, turning, facing, grooving, drilling, reaming, milling, etc. operations to close tolerances on a variety of parts.

4M65 BORING SPECIALIST-4

Sets up and operates universal precision type boring and milling machines to perform combinations of boring, turning, facing, grooving, drilling, reaming, milling, etc. operations to close tolerances on large complex parts including multiple bores. Plans setup and operational sequence, calculates dimensions and improvises fixtures to perform machining, re-machining and layout operations on parts of various sizes and shapes.

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3M75 LATHE SPECIALIST-3

Sets up and operates automatic, engine and turret lathes to perform four or more functions per cycle (turn, face, bore, groove and other machining) to liberal tolerances, or any combination of such functions to close tolerances; and tracer lathes to perform operations utilizing both tracing and automatic facing heads in a single setup.

4M75 LATHE SPECIALIST-4

Sets up and operates lathes to perform four or more functions per cycle (turn, face, bore, groove and other machining) to close tolerances.

3M81 GEAR SPECIALIST-3

Sets up and operates gear hobbing, shaping and finishing machines to perform operations such as cutting splines and gear teeth to close tolerances.

3M85 GRIND SPECIALIST-3

Sets up and operates external, internal and centerless grinding machines to grind surfaces to close tolerances and, in many cases, selects fits with high quality finishes; surface grinders to perform difficult machining such as flat surface and shoulder grinding of cylinder barrel assemblies; and honing machines to perform honing operations on parts such as hydraulic valve bodies.

3M91 N/C MACHINE SPECIALIST-3

Sets up and operates numerically controlled machines to perform a combination of machining operations where

the feeds, speeds and cycle are fully controlled by encoded instructions. Overrides speeds, feeds and adjusts offsets as required. May be required to operate machine manually to perform rework, missed operations or complete machining of piece parts. Interprets machining programs, tool layouts, encoded instructions and prints as necessary to operate machines. Machines included in this classification must meet the individual criteria as specified:

1. Sets up and operates N/C lathes to perform four or more functions per cycle (turn, face, bore, groove and other machining) to liberal tolerances, or any combination of such functions to close tolerances.
2. Sets up and operates N/C external grinders to grind cylindrical surfaces to close tolerances.
3. Sets up and operates N/C machines to perform either one of the following:
 - A. A combination of distinctly different basic machine tool functions such as milling and drilling.
 - B. (i) Use of over 21 tools.
(ii) Use of over 10 tools - one of which is adjusted to maintain close tolerance on size.

4M91 N/C MACHINE SPECIALIST-4

Sets up and operates numerically controlled machines to perform a combination of machining operations where the feeds, speeds and cycle are fully controlled by encoded instructions. Overrides speeds, feeds and adjusts offsets as required. May be required to operate machine manually to perform rework, missed operations or complete machining of piece parts. Interprets machin-

ing programs, tool layouts, encoded instructions and prints as necessary to operate machines.

Machines included in this classification must meet the individual criteria as specified:

1. Sets up and operates N/C lathes to perform four or more functions per cycle (turn, face, bore, groove and other machining) to close tolerances.
2. Sets up and operates N/C machines to perform both of the following per cycle:
 - A. A combination of distinctly different basic machine tool functions such as milling and drilling.
 - B. (i) Use of over 21 tools.
(ii) Use of over 10 tools - one of which is adjusted to maintain close tolerance on size.

3M95 TRANSFER MACHINE SPECIALIST-3

4M95 TRANSFER MACHINE SPECIALIST-4

Sets up and operates transfer machines having five or more electrically interlocked tool cutting stations to perform one or a combination of machine tool functions. Individual or palletized parts are automatically transferred and located in each station by means of a transfer mechanism. The classification levels are based on the number of tools used and the functions performed as indicated by the Classification Chart. Functions to be considered are as follows:

1. Milling operations.
2. Drilling operations (included drill, ream, tap and other fixed tool applications).
3. Single point tool operations (includes boring, facing, turning, grooving, etc.).
4. Operator controlled close diametric tolerances.

CLASSIFICATION CHART

FUNCTIONS				CLASSIFICATION
1	2	3	4	
NUMBER OF TOOLS				
5 UP	5-49	5-33	5-25	TRANSFER MACHINE SPECIALIST-3
X	50 UP	34 UP	26 UP	TRANSFER MACHINE SPECIALIST-4

2P51 MATERIAL SPECIALIST-2

Performs a variety of functions to receive and ship parts, materials, equipment and supplies; verify accuracy and condition of such items and conformance to shipping procedures; report daily shipping and receiving activities; construct boxes, crates, skids, frames, etc. for use in packaging or securing items for shipment; spots and secures items on carriers; and requisition, check, store, disburse or fill orders for parts, materials, tools, equipment and supplies. Operates automobile, bus, truck or truck tractor and trailer to do interplant hauling or hauling to and from out-of-plant locations; straddle truck, tractor or rider-type lift truck equipped with attachments to load, unload, tier and/or transport parts, products, materials, equipment and supplies. Also, performs varied machine operating duties in a Reclamation area to reclaim portions of scrap material for specific use throughout the plant and operates a trackmobile to shift, spot and haul empty and loaded cars to and from various locations.

3P51 MATERIAL SPECIALIST-3

Performs complex material control functions to ensure accuracy of inventory and/or storage records and the availability of material to meet scheduled build dates; controls records relative to labor and scrap reporting and/or material received in shop, stored, processed, routed or checked out; investigates discrepancies between master stock records and actual stock counts to determine sources of error and to locate lost stock; schedules, follows up and expedites material for Tool Room assignments; locates, directs, weighs and dis-

poses of trucks and railroad cars, and establishes and maintains agreement weights and measurements for shipping purposes.

3P52 PAINT SPECIALIST-3

Applies final coats of primer, sealer, paint and enamel on parts, assemblies, products, etc. and/or decorative paint, stain, varnish, shellac and enamel to interior or exterior surfaces, structures, furniture, walls, floors, ceilings, other similar surfaces, machinery and equipment. Also, paints signs for bulletin boards, parking lots, offices, etc. and performs other miscellaneous duties such as cutting, fitting and setting glass. Inspects, tests, adjusts and repairs spray guns, pressure pots and other related equipment. Orders and maintains an adequate inventory of paint. Controls paint mixing, testing and circulation functions.

4P52 TOOL PRE-SET SPECIALIST-4

Assembles and pre-sets a variety of tooling to specified dimensions.

3Q61 QUALITY SPECIALIST-3

Inspects a wide variety of purchased or manufactured parts, fabrications and sub-assemblies prior to release to Parts Department, assembly lines or processing locations. Follows standard procedure or detailed instructions to check quality of material to "Caterpillar" specifications and standards of quality. Also, sets up and operates layout fixtures to check and equalize machining stock, align targets, scribe lines and machine locator pads on production material.

4Q61 QUALITY SPECIALIST-4

Inspects, analyzes, lays out and checks the quality of piece parts, assemblies, fabrications, fixtures, templates, gages, and various precision measuring tools. Designs and makes special checking templates and gages. Applies statistical quality control by analyzing available data to isolate cases where quality of product is poor or erratic. Adjusts, repairs or rebuilds gaging and measuring equipment as required.

5Q61 WELDOR CERTIFICATION ANALYST-5

Administers weld certification tests and analyzes weld specimens to check the qualifications of employees and applicants in various weld processes and positions. Participates in testing of new types of consumable welding supplies.

3S51 METALWORKING SPECIALIST-3

Sets up and operates metalworking machines such as presses to perform combinations of punching, piercing, blanking, forming, drawing, shearing, trimming, notching, etc. operations, including multiple die setups; brake presses to form angles or radii; bulldozer and furnace to perform heat and form or straightening operations; single or multiple torch automatic burners and/or hand torches to burn steel plate to size and shape; and bending machines to perform bending on tubing and structural steel. Performs various operations on sheet metal parts such as marking from templates, shearing, forming, drilling, punching, riveting, spotwelding, soldering and grinding. Also, sets up and operates automatic welding

machines to perform welding operations on parts such as cylinder assemblies.

5S51 METALWORKING SPECIALIST-5

Performs the layout, development, processing and assembling of sheet metal or structural steel items for special or parts use. Fabricates a variety of welding, punching, forming, soldering, and checking fixtures and templates for use in conjunction with the processing of sheet metal parts.

Works from sketches, descriptions and demonstrations of intended application of equipment or (on piece work) from blueprints, sample parts or mating parts. Studies and analyzes job data and plans procedures visualizing the finished product. Makes necessary calculations (may involve use of geometry and trigonometry) and lays out material using scales, squares, protractors, compass, scribe, surface gage and center punch. Operates shear, brake press, forming rolls, engine lathe, drill press and similar metal working equipment to process the part or parts involved. Performs necessary finish assembly or forming operations, using acetylene cutting and welding equipment, spot welder and various hand tools.

2S61 FABRICATION SPECIALIST-2

Receives instruction and practical experience in all types of production welding processes as part of a short term weld training program. Experience includes procedures such as selection of electrodes, tips, and adjustment of current and equipment. Is assigned to various production stations and performs all work common to the station.

3S61 FABRICATION SPECIALIST-3

Sets up and operates manual and/or automatic welding machines to produce a variety of production fabrications, and may repair production fabrications or castings by cutting and/or welding.

4S61 FABRICATION SPECIALIST-4

Performs arc and acetylene welding, brazing and soldering encountered in layout or template area, or in an assigned assembly area, to rework or fabricate various types of material. Also, performs salvage welding operations on machined parts requiring careful manipulation of torch or electrode to avoid distortion and/or to correct deviations from precise dimensional tolerances.

5S61 FABRICATION SPECIALIST-5

Performs arc and acetylene welding, brazing and soldering encountered in construction or maintenance. Involves working from scaffold, ladder or outside under such conditions as may exist.

3T51 MACHINE SPECIALIST (TOOLING)-3

Sets up and operates a radial drill to perform all drilling machine operations including finish boring, or a milling machine to perform rough and finish facing operations on new and repair parts for jigs, dies and fixtures, prove design parts and machine tools. Calculates dimensions, improvises setups, plans method of procedure and prepares required operating data.

4T51 MACHINE SPECIALIST (TOOLING)-4

Sets up and operates various machines such as lathes, grinders, mills, drills, planers and shapers to perform operations on new or repair parts for jigs, dies and fixtures, prove design parts and machine tools. Repairs, adjusts and rebuilds a variety of miscellaneous power tools and small equipment such as die heads, collapsible taps, mill cutters, hydraulic jacks, Modern or Jacobs chucks and multiple drill spindles. Calculates dimensions, improvises setups, plans method of procedure and prepares required operating data.

6T51 MACHINE SPECIALIST (TOOLING)-6

Sets up and operates a precision boring machine to perform machining and checking operations on a variety of new and repair parts for jigs, dies and fixtures, prove design parts and machine tools. Calculates dimensions and improvises complex setups on a wide variety of parts.

3T52 TOOL GRINDING SPECIALIST-3

Performs tool grinding of a moderately complex nature requiring moderate judgement and knowledge of grinding practices on work restricted largely to renewal of cutting edges. Typical operations are finish grinding high speed steel, alloy and carbide milling cutters and drills; round and keyway broach bars; rough and semi-finished grinding carbide tool bits; chamfer, surface and less precise cylindrical grinding of miscellaneous tools.

BLS

4T52 TOOL GRINDING SPECIALIST-4

Performs tool grinding which in general requires broad tool grinding experience. Typical operations are: developing form tools; finish-grinding carbide tool bits; precise cylindrical grinding of miscellaneous tools; and regrinding form cutting broach bars, inserted blade reamers and circular thread chasers.

5T61 TOOL DRESSER AND FORGER-5

Forges a variety of repair parts and tools for production, maintenance and tool room use. Works from sketches, blueprints, layouts, verbal instructions or sample parts (may lay out work from description of desired item or its proposed application). Analyzes available job data and plans procedures and methods in accordance with intended application of completed item. In typical procedure, heats metal in forge and hammers into shape on anvil or under power hammer. Hardens or tempers work by heating to required temperature and quenching in proper medium or cooling work slowly. Gages temperature by color of metal. May perform bench layout or make template to gage work. Performs miscellaneous straightening operations on a variety of tools, parts and miscellaneous equipment.

6T71 TOOL AND DIE MAKER-6

Performs tool and die maker functions to construct, alter and repair jigs, fixtures, adapters, gages, miscellaneous tools, metal working dies and related press equipment. Analyzes and diagnoses problems, calculates dimensions, and plans method of procedure.

6T81 MACHINE REPAIR MECHANIC-6

Constructs, installs, relocates, adjusts, repairs, overhauls and otherwise maintains machine tools, machinery and associated equipment. Analyzes machine condition or, from observation of machine in operation and discussion with operator and foreman, determines cause of failure and plans repair or overhaul procedure. Makes calculations involving gear ratio and camming. Furnishes sketches, layouts and other pertinent data on components to be made. Performs hand fitting to obtain precise fits and alignments. Follows up until machine is operating satisfactorily. Performs minor welding of short duration associated with his functions and where safety is not a major factor. May make on site repairs to jigs, fixtures, tooling, etc.

To qualify for maximum rate in this classification, employee must satisfactorily demonstrate proficiency in theory and application relative to machine tool repair.

5T91 LAYOUT DEVELOPER-5

Lays out, processes and develops prove design parts, miscellaneous tools, broken and/or worn parts. Analyzes blueprints, sketches or other available data to determine best method and sequence of operation. Calculates all unspecified dimensions, lays out and scribes machining or welding dimensions using precision layout equipment and routes work as required. Provides sketches, holding devices, tooling, etc. to machine operators. Performs manual and machine functions such as drilling, sawing, filing, deburring, fitting, etc. Thoroughly checks work to assure conformance with all specifications.

3V51 CRANE OPERATOR-3

Operates a self-propelled cab type truck crane or an electric rider type overhead bridge crane to load, unload, position, transport and store materials, parts, supplies and equipment. Assumes responsibility for the safe hooking and handling of loads.

4V51 TRUCK DRIVER-4

Operates a truck tractor and trailer combination (license capacity of 59,000 pounds or more) to make regularly scheduled out-of-plant trips.

1X10 MANUFACTURING TRAINEE (SPECIAL RATES)

Employed as a trainee for a period of 8000 hours in a Manufacturing Training Course which is designed to train qualified personnel in a specialized area of manufacturing. Trainees will receive a predetermined amount of basic training in machining, welding and metalworking phases of manufacturing. Upon completion of the basic training, the trainee will be given specialized training in one of the three phases of manufacturing, including technical experience. Actual experience is supplemented by academic instruction in related subjects provided through regular classroom sessions.

1X11 TOOL ROOM MACHINIST APPRENTICE (SPECIAL RATES)

Employed as an apprentice for a period of no longer than 8000 hours in a Tool Room Machinist Course which is designed for the purpose of developing the skill required to qualify selected personnel as journeyman machinists. The curriculum of this course involves

actual experience on various production and tool room machining operations and on closely related operations such as heat treat and tool design. Actual experience is supplemented by academic instructions in a wide variety of related subjects.

1X13 MACHINESHOP TRAINEE (SPECIAL RATES)

Employed as a trainee for a period of 4000 hours in the regular Production Machinist Training Program. This course provides instruction and experience in the performance of the basic operations common to Production Machine Shop practice. Training in related fields such as inspection work is also included. Actual job experience is supplemented by regular classroom sessions devoted to subjects useful to the Production Machinist.

1X16 WELDING TRAINEE (SPECIAL RATES)

Employed as a trainee for a period of 4000 hours in a course designed to provide experience and knowledge of production welding processes and their application. The curriculum of this course includes actual experience on various production welding operations and closely related operations such as in the field of sheet metal working. Also included is a course of academic instruction in related subjects useful to the weldor provided through regular classroom sessions.

1X18 MACHINE REPAIR MECHANIC APPRENTICE (SPECIAL RATES)

Employed as an apprentice for a period of 8000 hours in a Machine Repair Mechanic Apprentice Course. The curriculum of this course consists of on-the-job training in the operation, repair and construction of machine

tools and related equipment, and classroom instruction in related subjects.

1X19 CO-OPERATIVE TRAINEE (SPECIAL RATES)

Employed as a trainee in a program for selected applicants who have demonstrated their ability and qualifications to carry on work of college grade. The program consists of both academic and factory work. Graduates of this course receive a B.S. degree in some branch of Engineering.

1X20 COLLEGE GRADUATE TRAINEE (SPECIAL RATES)

Employed as a trainee in a course for selected graduates of technical and other courses given at leading colleges and universities. The duration of the period of training may vary from 2000 to 3000 hours, depending upon the individual and the particular field for which training is being given. Similarly, the nature of the training is determined by the intended placement of the individual upon completion of the course. In all instances, practical experience in manufacturing is supplemented by classroom instruction.

1X31 ELECTRICIAN APPRENTICE (SPECIAL RATES)

Employed as an apprentice for a period of 8000 hours in the Electrician Apprentice Course to acquire practical experience relative to the construction, installation, alteration, repair and maintenance of electrical and electronic circuits and equipment. Job experience includes various types of practical applications supplemented by work assignments in related areas and academic instructions.

EXHIBIT B

Terms of Tool Room Machinist Apprentice Program

1. The applicant must have proved to the Company's satisfaction to be of good moral character, physically qualified, to have completed certain high school courses, and to possess the necessary ability to become a successful Apprentice.
2. This Agreement is to be dated and issued upon the day an applicant is enrolled in training. It shall be signed by the Apprentice and the Training Manager.
3. Upon entering this training course, the Apprentice will be issued a set of tools and classroom study material. The cost of these tools and material will be paid by the Apprentice through monthly payroll deductions.

In the event the Apprentice is separated from the training course, the balance due on the set of tools and material must be paid. The tools and material then become the personal property of the Apprentice. At the successful completion of the course, the Apprentice will be reimbursed for the full cost to him of the prescribed material and tools he received in the course, and the material and tools remain the personal property of the Apprentice.

4. The Apprentice shall complete a prescribed course of study of subjects. He shall attend classes on Company time as well as pursue studies on his own time.
5. Whenever conditions justify, the Company may release or transfer an Apprentice or increase or

decrease his working hours. All hours lost due to *absence or separation or decreased working hours* shall be made up before the Apprentice's next wage rate becomes effective.

6. The Company reserves the right to separate the Apprentice from the Apprentice course for any justifiable reason. In the event of such separation, there shall be no liability of any nature or kind whatsoever on the part of the Company to said Apprentice.
7. The Apprentice shall have the right to terminate the Apprentice Agreement for personal reasons and such action may be taken at any time without discredit to the Apprentice.
8. The Apprentice shall be under the general supervision of the Training Division throughout his entire training period, but shall also be subject to the direction of the department in which he may be placed from time to time.
9. The Company will faithfully teach and instruct the Apprentice in said art, craft, or trade during the entire training period. A diploma signed by officers of the Company will be issued to the Apprentice upon the satisfactory completion of his training.
10. Upon completing training, it is the intention of the Company to offer job placement. The type of placement will depend upon the openings available, the ability and progress displayed during training, as well as the desires of the graduates.

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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		

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	

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						

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					

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				

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			

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	

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

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						

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					

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			

2004

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

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

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						

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				

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			

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		

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	

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						

MAY

S	M	T	W	T	F	S
						1
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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				

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			

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	

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