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# AGREEMENT

BETWEEN  
**RAYTHEON AIRCRAFT COMPANY**  
AND THE  
**INTERNATIONAL ASSOCIATION  
OF MACHINISTS  
& AEROSPACE WORKERS**

EFFECTIVE AUGUST 6, 2001 -

July 31, 2005

4/28/03

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**INTERNATIONAL  
ASSOCIATION  
OF  
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&  
AEROSPACE WORKERS**

Effective August 6, 2001 - July 31, 2005



**This Contract Is Dedicated to the Memory of**

*Richard Aldrich*

President and Directing Business  
Representative - District 70  
International Association of Machinists &  
Aerospace Workers



February 20, 1939 - December 22, 2000

## **ARTICLE 1 AGREEMENT**

This AGREEMENT is made and entered into by and between RAYTHEON AIRCRAFT COMPANY, as Company, and DISTRICT LODGE NO. 70, and LOCAL LODGES 733 and 2328 of the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, as Union, representing the employees at the Company's Wichita manufacturing facilities (including departments at Andover, KS) and Salina manufacturing facilities.

The provisions of this Agreement shall be binding upon the Company and its successors and assigns by merger, consolidation or sale.

## **ARTICLE 2**

WITNESSETH: This AGREEMENT relates to employees of the RAYTHEON AIRCRAFT COMPANY engaged in the manufacture and production of its products; it does not include any of the engineering, office, sales office, watchman, Plant Security, or supervisors above the rank of leadman, or any classification or group of employees that is not specifically covered by this Agreement, or supplements thereto.

Should an interpretation of any Article of this Agreement become necessary, it shall be made jointly by the Union and the Company.

## **ARTICLE 3 HOURS OF WORK**

### **1. Hours of Work**

- (a) It is hereby agreed that the hours of work shall be as arranged by agreement between the Company and the Union Committee with a view toward producing the maximum efficiency of production without creating undue inconvenience to the workers. It is hereby agreed that eight (8) hours of work during a period not to exceed nine (9)

consecutive hours shall be considered a normal working day, and that hours worked in excess of eight during any twenty-four (24) hour period, shall be considered as overtime hours and shall be compensated as hereafter set forth. The normal workweek shall be considered to be Monday through Friday except as follows:

- (b) The normal workweek for maintenance employees engaged in maintenance work, shall consist of any five (5) consecutive days including, if necessary, Saturday and Sunday. The total hours of the workweek of the Maintenance Department shall be the same as the regularly scheduled hours of work of the manufacturing departments of the plant.
- (c) The Company may, as deemed necessary, schedule employees on an alternative workweek consisting of either four (4) consecutive ten (10) hour days (Monday, Tuesday, Wednesday, Thursday) or three (3) consecutive eleven and one-half (11-1/2) hour days (Friday, Saturday and Sunday). Assignment to an alternative workweek schedule shall be made from senior qualified volunteers within the affected occupation(s) and department or by employees hired on or after August 5, 1996, in accordance with Article 5, Section 12, Shift Preference.
- (d) A special workweek may be established for abnormal production operations by mutual agreement between the Company and the Union.
- (e) The Company may adjust the starting time for certain second shift and third shift work crews up to one (1) hour in advance of the normal starting time for the shift. It is understood that such adjustment will not apply to more than 100 employees at any given time, without mutual consent.
- (f) Employees who report for work on their regular schedule while the plant is in regular operation shall be paid for not less than four (4) hours of work whether used or not, except where work is stopped by events beyond the control of the Company.

(g) Nothing contained in the Agreement shall be construed to be a guarantee of hours of work per day or per week.

## 2. Rest Periods

There shall be two ten (10) minute rest periods for first and second shifts and one such rest period for the third shift. Employees working an alternative workweek of three (3) consecutive 11-1/2 hour days will receive a third rest period of ten (10) minutes. **In addition, employees who are scheduled to work overtime shall receive a six (6) minute rest period which will be scheduled such that their return to work will coincide with the beginning of the next work period.**

Smoking shall be allowed only during rest and/or lunch periods and only outside of company buildings in designated areas. **The Company will provide proper maintenance of the smoking areas. If the employees abuse the smoking privileges by creating housekeeping issues, the Company will notify the employees in the area and the Union and will give them thirty (30) days to correct the problem. If abuse is not corrected in this time period, the smoking privileges will be suspended in the area for a period not to exceed sixty (60) days.**

**Company to provide semi-annual smoking cessation program with reimbursement upon successful completion of program.**

Employees will exercise discretion in the use of vending machines.

## 3. Assignments Away From Facility

(a) Employees sent away from a facility (Wichita manufacturing, including departments at Andover, Salina manufacturing facilities) on a temporary assignment, when such travel is specified by the Company, shall be paid for travel and/or work time as follows:

- (1) On the day of departure and arrival, if no work is performed on such day, payment for travel shall be at the rate of eight (8) hours pay at the employee's regular straight time hourly rate for this day when such travel occurs on any of the first five

days of an employee's regular workweek. When such day of departure and arrival occur on the sixth (6th) and/or seventh (7th) day of an employee's regular workweek, if no work is performed on such day, payment for such travel time shall be for the actual hours of travel time at the overtime premium rate applicable for such day, but in no event shall the hours paid be less than four (4) hours or more than eight (8) hours at such overtime premium rate.

- (2) On the day of departure and arrival, if the employee works on such day, either before departure and/or after arrival, the employee shall be paid for such hours worked on such day and, in addition, for such travel time. In no event will the employee be paid less than eight (8) hours pay for such day, providing the employee does work the scheduled work time.
- (b) The mode of transportation and date and time of departure and travel shall be as designated by the Company. Any alternative modes of transportation or dates of departure must have specific Company approval. Employees shall be reimbursed only for normal travel time when using an approved alternative mode of transportation, and shall not be paid for any travel time in excess of the normal travel time by the means of transportation designated by the Company.
- (c) While performing work away from the plant, they shall be governed by the hours of work and overtime as listed in this Agreement, but shall not engage in overtime work unless at the specific direction of their supervisor.
- (d) Employees so assigned shall be allowed reasonable expenses for traveling, meals and lodging while away from the home point.

#### **ARTICLE 4 OVERTIME PAYMENT PROVISIONS**

- (a) Time worked in excess of eight hours during any 24-hour period, and time worked in excess of a total of 40 hours during a

workweek, shall be construed as overtime and paid for at the rates herein provided. Stewards shall be entitled to information on overtime orders upon request.

All overtime shall be divided as equitably as practical on a calendar year basis as follows **in sequence**:

- (1) Overtime** will be divided among crews of qualified employees doing the same or similar work.
- (2) Overtime shall be divided among the department of qualified employees.**
- (3) Prior to requiring overtime**, the Steward and Section Manager may mutually agree to divide overtime among other established groups of qualified employees.

Overtime records will be reviewed on a quarterly basis by the Section Manager and the Union Steward. Such quarterly reviews by the Section Manager and the Steward shall take place during the first week of the months of February, May, August and November. The Steward and the Section Manager will determine if the overtime distribution has been basically satisfactory for the period reviewed. If the distribution is satisfactory, the records, in effect, will be considered closed at that point, even though there may be a variation of the amount of overtime charged to the different employees involved. The Section Manager and Steward will sign off as approved the overtime distribution for the period involved.

If the conclusion of the Section Manager and the Steward is the overtime distribution for the period reviewed is not basically satisfactory, the Section Manager and Steward will agree on a procedure and possible action to be taken to bring the overtime distribution into a more satisfactory condition. Any overtime balancing exceptions agreed to by the Section Manager and the Steward will be noted by them and reviewed by the Section Manager and Steward on not less than monthly intervals until the distribution is in a satisfactory condition.



In the event the Section Manager and the Steward are unable to agree on a course of action after consulting with higher supervision, a special review committee will be appointed by Company and Union representatives to review the specific circumstances in an attempt to assist the Steward and Section Manager in the resolution of their differences.

The following guidelines should be followed by the Section Manager and Steward when considering their review of the distribution of overtime:

In the assignment of overtime, employees assigned must be qualified to perform the work.

Employees performing the assignment during the normal workweek will normally work the overtime required at the end of, or prior to, the regular shift.

Overtime will be performed by qualified employees in the department on the basis of "their turn" in the interest of equalizing overtime when overtime is scheduled at a time other than the end of, or prior to, an employee's regular shift.

- (b) If there are an insufficient number of qualified employees willing to work the overtime, the overtime shall be worked by the junior qualified employees in the department and shift. No employee working a five (5) day eight (8) hour workweek schedule shall work more than two (2) consecutive weekends without mutual agreement between the Company and the Union, provided however, any employee may, at their option, volunteer to work such overtime. Working a weekend is defined as having worked either the sixth (6th) and/or seventh (7th) day of the employee's workweek (a weekend off will consist of Saturday and Sunday).
- (c) Overtime shall be paid for at the rate of time and one-half for the first three (3) hours and double time for any time over and above three (3) hours after a total of eight (8) hours of work shall have

been performed during any 24-hour period, and such hours of overtime shall be continuous hours.

- (d) Employees required to report back to work after their regular working hours will be guaranteed two hours and forty minutes work and time worked will be paid at one and one-half times their regular rate. The guaranteed time of work applies only when an employee has gone home after regular working hours and is required to report back to the factory, but does not apply when an employee is allowed to work continuously or while he takes time off for meals or rest period.
- (e) Employees who are required to work overtime shall not be laid off during regular assigned hours to equalize the time. This, however, shall not apply where it would prevent employees from securing rest, or otherwise destroy their efficiency or capacity to do their work.
- (f) When required to work overtime, employees shall be notified as far in advance as possible of their regular quitting time to allow them to make proper preparations for same.
- (g) When such overtime is not worked, a minimum of 24 hours notice to the employee is required for such scheduled overtime to be charged to the employee's record for the purpose of dividing overtime hours within the department.
- (h) Employees who are required to work on the sixth and/or seventh day of their regularly scheduled workweek will be paid at the rate of time and one-half for the first eleven (11) hours and double time for any time worked over and above eleven (11) hours of work during any 24-hour period, and such hours of overtime shall be continuous hours.
- (i) Employees who work all scheduled hours up to a maximum of eight (8) per day on six (6) consecutive days of their regularly scheduled workweek will be paid double time for all hours worked on the seventh (7th) consecutive day. Holidays, jury duty,

funeral leave and certain Company-approved Union business will be considered time worked.

- (j) Employees working a four-day ten (10) hour alternative workweek schedule shall not be required to work more than ten (10) consecutive hours per work day nor shall they be required to work on the 5th, 6th or 7th day of their alternative workweek schedule. All such hours of overtime on the 5th, 6th or 7th day shall be worked on a voluntary basis only.

Employees working a four (4) day ten (10) hour alternative workweek schedule and who work on the 5th, 6th or 7th day of their alternative workweek schedule will be paid for such time worked at the rate of time and one-half for the first eleven (11) hours and double time for any time worked over and above eleven (11) hours of work during any 24-hour period and such hours of overtime shall be continuous hours.

- (k) Employees working a three (3) day eleven and one-half (11-1/2) hour alternative workweek schedule shall not be required to work more than eleven and one-half (11-1/2) consecutive hours per work day nor shall they be required to work on the 1st, 2nd, 3rd or 4th day of their alternative workweek schedule. All such hours of overtime work shall be worked on a voluntary basis only.

Employees working a three (3) day eleven and one-half (11-1/2) hour alternative workweek schedule and who work on the 1st, 2nd, 3rd or 4th day of their alternative workweek schedule will be paid for such time worked at the rate of time and one-half for the first eleven (11) hours and double time for any time worked over and above eleven (11) hours of work during any twenty-four (24) hour period and all such hours of overtime shall be continuous hours.

- (l) Overtime pay shall not be pyramided or duplicated. In the event an employee claims pay for overtime work under one or more provisions of the agreement, he/she shall receive overtime pay under only one provision of this agreement. In no event shall overtime be paid at more than double time.

## **ARTICLE 5 SENIORITY**

### **1. Seniority**

- (a) Departmental seniority shall be established after seventy-five (75) calendar days of accumulated service and shall be based on the employee's last date of employment. The period from date of employment to date of establishing seniority shall be known as the probationary period for all new employees and former employees rehired after having lost seniority.
- (b) In all layoff and recall, the rules of seniority as provided in this Agreement shall prevail where seniors are qualified. Qualified includes the ability to perform the work satisfactorily, the physical fitness to perform the work as substantiated by Company records as well as the capacity and general attitude to work harmoniously with other employees to a common purpose.
- (c) Home Department - The department on whose seniority list the employee appears on other than a loan basis at the time the employee completes one year's seniority becomes the employee's Home Department. An employee will exercise date of employment as departmental seniority date in that employee's Home Department.

Employees who transfer at Company request or by employee request before accumulating one year's seniority with the Company will take their seniority to the new department and will not retain and accumulate seniority in the department from which they transferred.

In the event an employee's Home Department is discontinued, a new Home Department shall be established. This new Home Department shall normally be the department to which the employee was assigned immediately following the employee's original Home Department. Exceptions to this procedure shall be by mutual agreement between the Company and Union.

Employees who have to return to their Home Department will be given a reasonable amount of time to familiarize themselves with any changes that may have occurred during their absence.

- (d) If an employee receives a permanent medical restriction from the Company Medical Department for a personal or work related condition that precludes that employee from carrying out the employee's normal job responsibilities in the employee's established Home Department, and such employee is transferred to another department and job compatible with the employee's permanent medical restrictions, this newly assigned department shall be established as the employee's Home Department after thirty (30) calendar days. If the employee does not qualify to carry out the assigned job responsibilities in the new department within a period of up to thirty (30) calendar days, the employee shall return to the employee's status prior to the transfer.
- (e) Except for an employee's Home Department and current department, an employee will not retain and accumulate seniority in a department in which that employee has less than one year's work time.
- (f) An employee will retain and accumulate seniority in each department in which the employee has one year or more work time.
- (g) Occupation - An occupation is established as the job title and job code number as provided under Article 12(g).

## **2. Transfers**

The seniority of employees transferring shall be affected as follows:

- (a) Transferred or New Operations

In the case of newly created departments, merged departments, transferred jobs or transferred operations, at the Company's request,

the seniority of the employees thus affected shall be carried into the new department to which the employee is assigned and merged with the seniority of the other employees of the department.

(b) Loaned Transfers

Any employee may, at the option of the Company, be loaned to any department for a period not in excess of sixty (60) days during which period the employee will accrue seniority in the department from which the employee was loaned.

In the event the receiving department has employees on layoff and the loan transfer is to exceed ten (10) workdays, such extension of the loan transfer beyond this ten (10) workdays will be by mutual agreement between the Company and the Union.

Employees loaned to departments doing experimental work will not be subject to any time limits as to the length of the loan. In the event that there is a reduction in force in the departments from which the employees are loaned to departments doing experimental work, and such reduction in force should cause the employees with greater seniority than the loaned employees to be laid off, the work assignment of the loaned employees should be examined; and, if the duration of this work assignment exceeds the length of the employee's service in the department doing experimental work, or, if it exceeds 90 days from the date of examination, such loaned employee shall be returned to the department from which the employee was loaned, and an employee with greater seniority who is properly qualified shall be loaned to the department doing experimental work for the completion of the project.

(c) Loaned Transfers Remaining in the New Department

In the event that the loaned employee is permanently transferred, at the employee's request, to the new department on a different type of work or occupation, the effective date of the employee's transfer to the new department shall be the effective date of the loan transfer and seniority will be accrued in the new department from the effective date of the loan transfer.

(d) Company Request Transfers

An employee transferring from one department to another department and doing work in the same occupation shall be considered a Company request transfer and will be given credit for the amount of seniority accrued in the department from which the employee transferred within the same job families.

In the event that the services and experiences of an employee are needed in another department on related work, or work where the employee's experience is of value on the new assignment, where a job opening exists, or where the move constitutes a promotion for the employee, said employee may be transferred as a Company request transfer and will be given credit for the amount of seniority accrued in the department from which the employee transferred.

(e) Employee Request Transfers

In the event that an employee requests a transfer from one department and occupation to another department and occupation on a different type of work and in which there is a job opening, the employee may be transferred at employee request and will accrue seniority in the new department from the effective date of the transfer and retain and accumulate seniority in the department from which the employee transferred.

Employees transferred at employee request, after three years' work time in the new department or occupation, may exercise all seniority in the new department.

(f) Employee Request Transfers Between Raytheon Aircraft Company Facilities - Wichita and Salina.

All transfers of employees between facilities, except those employees directed to transfer by the Company, will require the accumulation of three (3) years' seniority in the new facility before such employees may exercise all of their seniority in the new facility.

### 3. Seniority List

- (a) The Company agrees to keep available to the employees' bargaining agency or any Union committee thereof, a list showing the date of employment of all employees who would be affected by the seniority rule; and agrees, when requested, to post on the bulletin board such list every three (3) months. If no complaint is made within fifteen (15) days, the list as published shall be assumed to be correct. Such a list is not guaranteed necessarily to be correct, but shall be subject to correction only when errors are identified.
- (b) For the purpose of maintaining seniority order of employees hired on the same date, the employee badge number will be used to determine the order of seniority for the purposes of layoff and recall. The employee having the lowest badge number will have the greatest seniority.

In the event of promotions within a department, as provided under Article 5, Section 4 of the Agreement, in the event two or more employees have the same departmental seniority, the Company seniority date shall determine the order of seniority. In the event two or more employees have the same departmental and Company seniority date, the badge number shall determine the order of seniority for all seniority purposes with the employee having the lowest badge number having the greatest seniority.

- (c) The Company shall furnish the Union, when requested, a list each thirty (30) days showing names of all new employees hired with department number, and the names of all employees leaving the Company, regardless of cause, for each department covered by the Agreement.

### 4. Job Preference

- (a) When a new job is created or a vacancy occurs requiring higher skill, the **senior** qualified employee in the department in which the opening occurs shall be given first preference in filling such



new jobs or vacancies insofar as is practicable and consistent with the employee's ability to perform efficiently the services required.

- (b) Employees having direct or related experience in other occupations than their current classifications and desiring consideration in the filling of vacancies in these occupations should file a "Request for Transfer" with the Human Resources Department. When a new job or a vacancy occurs in an occupation, the senior qualified employee in other departments, whose request appears in the "Request for Transfer" file on the date the requisition is received by the Employment Department, will be given second consideration in filling these vacancies.
- (c) Should the employee selected not qualify within a period up to **twenty (20)** workdays, which may be extended by mutual agreement between the Company and the Union, the employee shall return to the employee's former position.
- (d) Request for Transfer
- (1) Job preference transfers will be limited in the number that can be filed by each employee according to the service schedule below. The minimum time on a job following transfer will also be established according to the following schedule:

Maximum # of Job Preference Transfers on File	Years of Service	Minimum Length of Time on Job Following Transfer
1	0-1 yr	6 mos. (If trained on the job to which the employee wishes to transfer) 12 mos. (Not trained on the job to which the employee wishes to transfer)
2	1-3 yrs	30 days
3	3-10 yrs	30 days
4	10-20 yrs	30 days
5	Over 20 yrs	30 days

- (2) At the time an employee accepts a transfer, any requests on file will be either retained until normal maturity by Human Resources and Administration, or returned at employee's option. If returned, they may be refiled in accordance with (3) below.
- (3) An employee who accepts a transfer may refile up to the maximum allowable number of job preference transfers after a 30-day waiting period. The 30-day waiting period will begin on date the employee first reports to his new department.
- (4) In the case where an employee has multiple job preference transfers on file, and an opening exists in one of the preferred job codes, the senior-qualified employee(s) will be counseled concerning their decision to accept the transfer.
- (5) Job preference transfers will expire after 12 months and will be returned to the employee. They may be re-filed at any time for an additional 12 months.
- (6) In the case of a Job Preference Transfer, there will be no greater transfer loss than 20% of a crew and no greater transfer loss than 10% of a department within a six (6) month period. **Before a freeze is implemented, it must be reviewed with the Labor Relations Department who will discuss the matter with the Plant Chair.**

#### **(5) Crew Chief and Leadman Positions**

In the appointment and retention of crew chiefs and leadmen, such selection and retention will be made on the basis of senior qualified employee.

**Crew chiefs and leadmen at a minimum must be able to:**

- (a) **Perform the work in the job code which they carry.**
- (b) **Perform the basic functions required to be performed by the crew.**

- (c) **Communicate efficiently with crew members and supervision both verbally and in writing.**
- (d) **Plan, assign and execute daily work assignments by coordinating job schedules and assembly needs in conjunction with supervision.**
- (e) **Be responsible for on the job training (OJT) of the crew.**
- (f) **Demonstrate compliance with all applicable rules and regulations.**

## **6. Reduction of Forces and Layoff**

- (a) In layoffs, departmental seniority shall prevail where seniors are qualified.
- (b) Employees laid off as outlined above will be subject to recall on the same basis as they were laid off.
- (c) An employee having transferred from the employee's Home Department, and having served in one or more intermediate departments for periods exceeding a year in each of these intermediate departments, and who is being laid off from the employee's present department, may exercise the employee's entire seniority in the intermediate departments where the employee has had a year or more work time if all transfers have been Company request.

An employee having transferred from the employee's Home Department to an intermediate department at Employee Request, and who is being laid off from the employee's present department, may exercise seniority from the effective date of the employee request transfer to the intermediate department where the employee has had a year or more work time, or the employee's employment date as the seniority date in the employee's Home Department. If the employee in this instance has three years or more work time in an intermediate department following an Employee Request transfer, the employee may exercise the employee's employment date as the seniority date in that intermediate department.

- (d) In reduction of forces in any department or occupation employees due to be laid off shall be given an opportunity to fill other job assignments within the department at an equivalent or lower labor grade, provided they have adequate seniority and are qualified to perform the work, and shall receive their present rate or the maximum rate of the new classification and grade whichever is the lower.
- (e) Company request transfers which have the immediate effect of causing someone to be laid off in the receiving department will be a matter of mutual agreement between the Company and the Union.
- (f) When, after a reduction of forces, there are excess employees in an occupation and grade within a department, reclassification of excess employees from a higher paid occupation and grade to a lower paid occupation and grade shall be done in accordance with their seniority and job assignment, provided such employees are qualified to perform the available jobs, and they shall receive their present rate or the maximum of the new occupation and grade to which they are assigned, whichever is lower.
- (g) Employees given the opportunity to accept such assignments as outlined in paragraphs (d) and (f) may accept the assignments as offered or may go on layoff status instead.
- (h) If new or additional jobs are available in other departments and employees due to be laid off are qualified to perform these jobs, they will be offered these jobs at their present rate of pay or the maximum of the new labor grade for the new job, whichever is lower and be transferred at employee request to the new job, or they may accept the layoff instead.
- (i) Employees assigned to a lower occupation grade shall be reinstated to their former occupation and former rate as openings occur, in keeping with their departmental seniority.

- (j) During the reduction in force in an occupation, an employee with greater seniority than an employee scheduled to be laid off, may request a voluntary layoff in place of the employee with less seniority scheduled to be laid off.

An employee who is on layoff as a result of being a voluntary layoff, will not be subject to recall until written notification from the laid off employee is received by the Employment Department that the employee wants to be returned to the active recall list. The exception to this is when the employee who is on voluntary layoff is the only employee on layoff with the demonstrated qualifications for the job. In cases such as this, the voluntary layoff status is cancelled, and the employee must accept a recall or lose recall rights and seniority as provided under the provisions of Article 5, Section 7(d).

When this written notification is received, the employee will be subject to recall in accordance with standard recall procedures. Such written notice from the laid off employee must be to accept recall, and cannot be selective of jobs to which the employee wishes to be recalled. There shall be no bumping of active employees who have less seniority than the laid off employee after this written notification is received.

It is further understood that while on voluntary layoff, the provisions of Article 5, Sections 10 and 11, shall apply. Further, an employee on such voluntary layoff status shall continue to notify the Company each January of their current address in order to maintain seniority rights under the provisions of the Agreement.

- (k) In reduction of forces, in preference to layoff of seniority employees, probationary employees in the same occupation will be separated first.
- (l) In reduction of forces, after all other contractual provisions have been exhausted, in preference to layoff of seniority employees, senior employees shall bump employees within the same job code (defined as the last job code held by the employee in the employee's home department) across departmental lines where a minimum of three (3) years

**seniority differential exists between the two employees involved. The employee must be qualified to perform the work or shall be returned to the employee's home department and be laid off therefrom.**

- (m) In reduction of forces, by mutual agreement, in preference to layoff, the following special provisions will apply:
- (1) Senior employees may bump employees in the same job family where a minimum of three (3) years' seniority differential exists between the two employees involved.
  - (2) The Company and the Union will agree on what constitutes a "job family" for purposes of this program.
  - (3) Employees bumping across department lines under this section to the same grade in the same job family will be transferred at the employee's present rate.
  - (4) Should the employee transferred not qualify satisfactorily to handle the job in a period of time up to fifteen (15) workdays, which may be extended by mutual agreement between the Company and the Union, the employee shall return to the employee's former department and be laid off therefrom.
- (n) Employees who go on layoff will elect at the time of layoff whether they will accept a job offer recall to a lower labor grade job than the occupation and labor grade held at the time of layoff. If an employee elects not to be recalled to such a lower grade job, the employee will not be subject to a job offer recall until written notification from the laid off employee is received by the Employment Department that the employee will accept a job offer recall.

When this written notification is received, the employee will be subject to recall in accordance with standard recall procedures. Such written notice from the laid off employee must be to accept recall and cannot be selective of jobs to which the employee wishes to be

recalled. There shall be no bumping of active employees who have less seniority than the laid off employee after this written notification is received.

## **7. Recall of Laid Off Employees**

- (a) Employees not actively at work on layoff status will be recalled to the department from which the employee was laid off or to any department in which the employee has a minimum of one (1) year's work time and when, at the time of recall, the employee is qualified to perform the work of the job opening which exists.
- (b) An employee actively at work will be recall-transferred to a department in which the employee has less than one year's seniority provided the employee was laid off to the employee's current department directly from that department.
- (c) Employees returning to a Home Department will do so on a Company request transfer and, upon being recalled to the department from which they were laid off, will be returned to that department on an employee request transfer if the original transfer were employee request; and the transfer will carry a notation to the effect that the employee's proper seniority date in the department from which the employee has been laid off was the effective date of the original employee request transfer. If the employee had three (3) years or more work time in the department from which the employee is being laid off, or if the original transfer were Company request, transfers both to the Home Department and back to the department from which the employee is being laid off will be Company request transfers.
- (d) An employee may not decline a recall to a job the employee has performed at a labor grade and rate equivalent to that held at the time of the employee's layoff. Failure to respond in accordance with the terms of this Agreement will result in loss of seniority.
- (e) Only one job offer to a given labor grade lower than the labor grade held at the time of layoff will be made to an employee

relative to a given or lower labor grade while the employee affected continues on layoff. However, an employee who rejects a job offer to a given labor grade may later advise, in writing, the Employment Division of the Raytheon Aircraft Company that the employee is now ready to accept a job offer at any grade level involved. Upon receipt of this written notice, the employee will be returned to a status where such job offer will be made as suitable openings occur.

- (f) An employee who is recalled under the terms and provisions of the seniority clause and fails to notify the Company, within four (4) calendar days after receipt of registered recall notice, that the employee will report for work within ten (10) workdays of the postmark date of the recall notice, shall have the employee's name stricken from the seniority list and the employee shall lose seniority rights unless sickness or other valid reasons, which do not include other employment, can be shown. This shall not prevent the Company from temporarily filling any vacancies with available employees until the laid off employee can report for work.
- (g) The Company agrees to make available to the Union copies of all letters or notices to laid off employees to report back to work.

## **8. Notice of Layoff**

The Company agrees to give at least twenty-four (24) hours, and as much additional notice as possible to the individual involved, of all reductions in force and general layoffs, as well as of the anticipated length of the lay-off, except where work is stopped by events beyond the control of the Company. Reasonable effort will be made to notify employees of any layoff affecting them.

The Union Committee, if requested, shall be advised of the employees affected. During such period of notice there shall be no letdown in efficiency by the employees.



## **9. Correct Mailing Address**

Employees laid off who desire to retain their position on the seniority recall list of the Company shall keep the Company and the Union Committee advised of their correct mailing address (See Article 5, Section 10, Extension of Seniority).

## **10. Extension of Seniority**

- (a) In the event that an employee is laid off as a result of a reduction in force, the employee will accrue seniority during the period of layoff for a period equivalent to seniority accrued as of the date of the lay-off not to exceed 60 months, provided the employee notifies the Company during the month of January each year of lay-off of the employee's correct address and desire to return to work.
- (b) In the event that the employee is not recalled to work before the expiration date of the extended seniority, the employee's name shall be stricken from the seniority list.
- (c) All previous seniority records shall be considered correct as posted except for posting errors.
- (d) This seniority provision applies only for the purpose of layoff and recall. Whatever other benefits are acquired through the medium of seniority in the contract will be computed on the basis of the actual working time of the employee and not on the basis of seniority.
- (e) Employees off work receiving workers' compensation shall accumulate retirement benefits as work time for a maximum of twelve (12) months per incident.
- (f) Paid time for regularly scheduled hours of work will be treated as time worked in accumulation of benefits related to work time. A maximum of forty (40) hours of straight time worked or paid as worked in any given week will be used in accumulating benefits based on work time.

## **11. Loss of Seniority**

An employee shall forfeit seniority and the employee's name shall be removed from the seniority list in the event that the employee:

- (a) Quits.
- (b) Is discharged for cause.
- (c) Retires.
- (d) Fails to notify the Company within four (4) calendar days after receipt of registered recall notice that the employee will report for work within at least ten (10) workdays of postmark date of the recall notice.
- (e) Is absent three (3) consecutive days without notifying the Company of valid excuses for such absence.
- (f) After continuous layoff equivalent to the employee's seniority as of the date of the layoff not to exceed sixty (60) months.
- (g) If the employee covered in (f) above fails to notify the Company in writing of the employee's current address and desire to return to work during the month of January each year of the employee's layoff.
- (h) Fails to answer communications which are approved by the Union and sent to the employee's last known address.
- (i) By agreement, the Company and the Union may, for good cause, make exception in any case.

## **12. Shift Preference**

**Senior qualified** employees shall be given due consideration concerning shift preference when there is a job opening.

The basic consideration must continue to be the maintenance of necessary skill levels on each shift to perform the work on an efficient basis and shift assignment will be made by the Company to accomplish this.

Employees being trained in a given department, either following employment or following transfer-in from another department, will be subject to careful review to accomplish the following:

- (a) The employee will be assigned to the shift as required for training purposes.
- (b) Trainees will be notified on assignment concerning the shift assignment procedure. Reassignment to proper shift will be made on sufficient progress and the length of training will not exceed ten (10) months.

Each section manager **and steward** will review the status of trainee personnel at **monthly** intervals to permit proper consideration of shift assignment involving these trainees.

### **13. Temporary Appointment of Crew Chiefs**

In the appointment of temporary crew chiefs the following procedure will apply:

- (a) If the requirement is the result of a planned absence such as scheduled vacation, prescheduled surgery, etc., of one week or more, or because of an unplanned absence when it is known this absence will extend for one week or more, the requirements will normally be filled by the senior qualified employee on the shift of the department involved. Qualified also includes having had previous work experience in the particular crew.
- (b) If the requirement is a result of a casual or unscheduled absence, the requirement will normally be filled by the senior qualified employee in the crew on the particular shift.

- (c) If the requirement is for reasons other than that listed in (a) or (b) above, the requirement may be filled for a period not to exceed 30 workdays and will normally be filled by the senior qualified employee in the crew on the shift affected.
- (d) Supervisory seniority will not be accrued during any temporary crew chief assignment.

#### **14. Supervisory Seniority**

Employees who have been given salaried or supervisory positions shall retain and accumulate their seniority, provided however, that such employees may not exercise non-bargaining unit supervisory seniority.

#### **15. Super-Seniority**

The Company may retain a group of key employees, covered by this Agreement, who will have seniority rights, equal to those super-seniority rights accorded to Union officials as follows:

Wichita Facilities.....Maximum of fourteen (14)

Salina Facility.....Maximum of four (4)

#### **16. Union Officials Seniority**

- (a) Any employee appointed to any position with the Union as the representative of the employees shall be granted leave of absence, if requested, from the Company for the duration of such appointment, and shall retain and accumulate all seniority during such appointment.

In order to preserve the continuity of this bargaining program, the Company agrees that employees who are elected to the following positions:

- (1) **Plant** Chairpersons on 1st, 2nd and 3rd shift and Assistant Plant Chairpersons
- (2) Members of the Negotiating Committee

### (3) Presidents of the Local Lodges

will head the seniority lists of their respective departments during their term of office for the purpose of layoff, recall and retention of job classification and labor grade when a departmental reduction in force is involved.

The number of people who may be eligible are:

Wichita Facilities.....Maximum of fourteen (14)

Salina Facility.....Maximum of four (4)

## **17. Military Service Veterans**

- (a) Seniority for veterans returning from service in the Armed Forces will be computed in accordance with the terms and conditions of the Selective Service Act. Such seniority for the returned veteran will be computed from the effective date of seniority by department through the term of service with the Armed Forces provided the term of service with the Company was broken only by entry into the Armed Forces, provided the individual complies with report dates as provided by law, and provided further that the Company will not extend military reinstatement privileges to those individuals who voluntarily extend their military service beyond the time limit which qualifies them for military reinstatement under the Selective Service Act.
- (b) In the event that the employee was gainfully employed after severing connections with the Company before entering the Armed Forces or after being honorably discharged from the Armed Forces and does not report within the time prescribed by law to the Company for employment, the employee's seniority will be established anew as of the last date of employment.

## ARTICLE 6 UNION STEWARDS

- (a) **Union members may select members who have one (1) year or more seniority, who shall be designated as stewards to represent the employees of each department and shift covered by this agreement. A plant chairperson may be selected for each shift.**
  
- (b) **In the event that an election of either plant chairperson or steward is to be made on Company property, the section manager or proper supervisory head of the department concerned shall be notified in writing at least forty-eight (48) hours prior to said election.**
  
- (c) **The Union agrees to use discretion in the number of stewards so selected, and in no event will the number of the stewards exceed the number of supervisory personnel in charge of a shift or department.**
  
- (d) **To aid and assist in the administration of the Agreement for the benefit of the employees, the Company and the Union, it is agreed that the effective use of the steward's time, which shall be primarily devoted to his job assignment, is a matter of mutual interest to all parties. Accordingly, instances of misuse of this time are to be quickly corrected by the steward, with the full support of the Union. To contact the plant chairperson or make investigation on business pertaining to the operation of the department or the plant, the departmental steward upon request, shall be granted permission to leave the department by the section manager, supervisor, or specifically authorized supervisory personnel of the department in which the employee is assigned. The conduct of the steward, like that of all employees, is to be in accordance with Article 18 of the Agreement, "Company Rules." To aid and assist in the effectiveness of the above program, if adequately skilled personnel are available in the department, the section manager will loan these employees prior to loaning the steward if such personnel can be loaned without impairing**

departmental efficiency. This does not mean that a steward will carry superseniority in the department.

- (e) The Union agrees to furnish to the Company each sixty (60) days a current list of Union stewards, committee chairpersons and co-chairpersons.

Company paid time for one (1) Wichita First Shift Plant Chairperson and one (1) Wichita Second Shift Plant Chairperson and one (1) Salina First Shift Plant Chairperson shall be up to forty-four (44) hours per week.

**The Union will be allowed up to a maximum of 88-hours per week to be used by Assistant Plant Chairs for the purpose of conducting Union business. The number and names of Assistant Plant Chairs will be arranged in advance with Labor Relations.**

## **ARTICLE 7 DISCIPLINE AND INVESTIGATIONS**

- (a) No employee, who has been in the service of the Company seventy-five (75) calendar days or more, shall be dismissed or otherwise disciplined without just and sufficient cause, and not before responsibility has been established by **conducting** a fair and impartial investigation by the Company and the Union if requested by the employee; provided, however, that insubordination, intoxication, or being under the influence of intoxicating liquor while on duty, gross inefficiency, willful violation of Company safety rules or regulations, theft, willful destruction of Company property, or breach of trust including commission or concealment of errors, which could reasonably result in flight failures or destruction of the airplane in which the error was made, shall constitute sufficient cause for dismissal or suspension. When disciplinary action is to be taken, the employee will be informed by supervisor that the employee is entitled to union representation if the employee elects to have such representation.

- (b) In case of notice of dismissal or suspension, the employee shall have the right to immediately, and must within three (3) days, demand in writing, an investigation. Prior to the time of the investigation, the employee and the **steward** shall be advised of the charges against the employee and the employee shall be given an opportunity to obtain the presence of witnesses if desired.
- (c) All investigations shall be held during regular working hours when possible, and without loss of time to the employee or the **steward**.
- (d) A record of such investigations may be taken in shorthand if requested by either party and at the expense of the party requesting it.
- (e) Any grievance involving the financial status, classification, layoff or transfer of an employee due to the action of the Company, or its supervision, must be presented in writing within three days from time of discovery.

Only those grievances which are in violation of rates of pay as set forth in this Agreement may be retroactive beyond the date of filing of the grievance.

- (f) Reprimands or disciplinary notices shall be removed from the employee's folder after six (6) months from date of issue. Provided however, that reprimands or disciplinary notices for absenteeism shall remain active in the employee's folder for one (1) year from date of issue. If the one (1) year period is broken by a leave of absence or layoff of over thirty (30) days, the remainder of the one (1) year period will be completed upon the employee's return to work.
- (g) All disputes shall be handled in accordance with **Article 8**.



## ARTICLE 8

### GRIEVANCE AND ARBITRATION PROCEDURE

**Section 1.** An employee having a grievance against the Company with respect to the interpretation or application of this Agreement shall, personally, or through the steward of the department on the shift to which the employee is assigned, present such grievance to the employee's immediate supervisor within three (3) workdays following date of discovery of the incidents which occurred that are the subject of the grievance. Only those grievances which are in violation of the rates of pay as set forth in this Agreement may be retroactive beyond the date of the filing of the grievance. All grievances shall be in writing and state in detail the facts complained of and the provisions of the Agreement which are deemed to have been violated. If the grievance alleges a violation which relates to an incident involving numerous employees which would make it cumbersome for the grievance to be filed by such employees and involves a question of policy, then it may be filed by the Union, but all other grievances shall be filed by the employee involved. The grievance procedure to process said grievance shall be as follows:

**Step (1)** The section manager will hold a hearing and answer the grievance verbally within twenty-four (24) hours following receipt of the grievance. If the section manager's verbal response satisfies the grievance, the steward will pick up the written grievance.

If the section manager's verbal answer does not satisfy the grievance, and the grievance is to be processed further, the section manager must be so notified by the steward or employee within twenty-four (24) hours after the verbal answer is given, and a formal hearing will be conducted by the section manager and general manager within three (3) workdays following the notification to the section manager that the verbal answer did not satisfy the grievance. Within three (3) workdays following this hearing, the section manager and manager will supply a written answer to the grievance.

In the event the section manager's and manager's answer does not resolve the grievance, the grievance may be referred to Step (2) for hearing.

**Step (2)** If satisfactory settlement is not reached in Step (1) above, the department steward and **plant** chairperson may, within five (5) working days, appeal the grievance to the division/plant manager of the department concerned.

The division/plant manager shall hold a hearing within five (5) working days after receipt of the grievance and shall answer the grievance within five (5) working days of the hearing.

**Step (3)** If a satisfactory settlement is not reached at Step (2) above, the department steward and the **plant** chairperson may within five (5) working days, appeal the grievance to the Manager - Labor Relations and the Union Business Representative for hearing.

The Step (3) hearing shall be held within five (5) working days after receipt of the grievance, and the Company shall answer the grievance within five (5) working days of the hearing.

**Section 2.** In the event grievance answers are rejected by the Union, reason for such rejection will be detailed at each step.

**Section 3.** The **Business Representative** may at any time enter into any stage of the Grievance Procedure.

**Section 4.** Grievances on the second shift will be handled by the assistant section manager of the department involved. In the event there is no assistant section manager assigned, the supervisor in charge of the department involved and the manager in charge of the second shift will handle the grievance at Step (1). In the event it is necessary to handle a grievance further, Step (2) will involve the manager and division manager on the first shift. A formal grievance on the third shift will be handled at Step (1) by the first shift section manager in charge of the department and the general section manager after review of the

grievance with third shift supervision. In the event the grievance is unresolved at Step (1), the grievance will be handled as necessary through the grievance procedure as outlined above.

**Section 5.** If a satisfactory settlement of a grievance is not reached, the Union Business Representative may, within five (5) days from the date of the Company's Step (3) decision, serve on the Manager - Labor Relations written demand for arbitration.

**Section 6.** If the Company claims violation of the "no strike" clause, it may submit to arbitration the question which has given rise to the dispute and the same shall proceed immediately to be arbitrated as set forth in Section 9 below.

**Section 7.** In the event an employee handles a complaint or grievance directly with the supervision, the final disposition of such grievance shall be without precedent. **The Union will be copied with any written answer to the complaint or grievance.**

**Section 8.** All grievances settled at Step (1), or Step (2) shall be considered as having been settled without precedent, and shall not be considered as binding on any other grievance decisions even though the facts may be similar or the same.

**Section 9.** The party requesting arbitration shall, within ten (10) days after appealing to arbitration, request the Federal Mediation and Conciliation Service to designate the names of seven (7) persons qualified, impartial and able to serve as **arbitrators**. The Union and the Company shall each alternately strike one name from the panel of proposed **arbitrators** until one name remains who shall act a **arbitrator** of the dispute. In the event the selected individual is unable or unwilling to serve and the parties cannot agree on another **arbitrator**, then the above procedure shall be repeated until a **arbitrator** is selected. Each grievance shall be arbitrated separately and by different **arbitrators** unless the parties agree to the contrary.

Grievances appealed to arbitration shall be scheduled for arbitration within ninety (90) calendar days of the written appeal to arbitration unless otherwise mutually agreed to by the parties. The **arbitrator** shall render a written decision as expeditiously as practical, and the same shall be final and binding upon both parties; provided, the **arbitrator** shall not have the jurisdiction or power to arbitrate provisions of a new agreement or arbitrate away, in whole or in part, any provisions of this Agreement; nor shall the **arbitrator** have the power to add to, delete from, or modify any of the provisions of this Agreement.

Each party shall bear its own expenses in preparing and presenting its case. The cost of the court reporter and the original transcript shall be shared equally between the parties. The fees and expenses of the **arbitrator** shall be paid by the party ruled against by the **arbitrator**.

Any monetary award shall be limited to the actual net wage loss, incurred by the grievant since the filing of the grievance, less such other compensation, including wages, commissions, worker's compensation, and unemployment compensation, as the grievant may have received or which may be due to the grievant for the award period.

Extensions may be granted when requested by either party on a timely basis. In the event grievances or arbitrations are not filed or processed in the manner and within the times set forth above, they shall be forever barred.

## **ARTICLE 9**

### **FILLING TEMPORARY VACANCIES**

- (a) When an employee is required to fill a position in an occupation or grade paying a higher rate, the employee shall receive his current rate or the minimum rate of the job whichever is higher within thirty (30) days after being assigned to the new position.
- (b) When an employee is required by the Company to fill a position in an occupation or grade paying a lesser rate, the employee's rate shall not be changed.

The foregoing shall not apply in such instances where the employee has agreed to work at some lower paying position for the reason that the work is not available in the employee's regular position, or the taking of the lower pay position is a matter of the employee's own choice.

## **ARTICLE 10 UNION SECURITY**

### **1. Membership**

- (a) In the Wichita and Salina facilities the "irrevocable cards" which apply to continuing the payroll deduction of union dues, provides that employees may choose whether or not to sign such cards. When signed, such cards are automatically renewable providing the employee does not present, within the timely period, a request that the payroll deduction of Union dues be discontinued.
  
- (b) For the purpose of creating more harmonious relations between the Company and the Union, the Company agrees to furnish to the Union desk space and equipment in the main facility at Salina, Wichita Plant I, Wichita Plant 4 and in the Human Resources and Administration Department for the purpose of serving their membership and handling the affairs of the Union. The Company specifically grants the Union the right to interview all new employees who are included within the scope of this Agreement. The Union agrees to interfere as little as possible with the operation of the Human Resources and Administration Department and to assist to the best of its ability in the hiring of the new employees. The Union further specifically agrees to require its representative stationed in the Human Resources and Administration Department to inform each new employee who is interviewed, at some time during the interview, that the matter of Union membership is optional.

## **Discrimination**

The Company agrees that there shall be no discrimination or intimidation against any member of the committee signing this Agreement or any other committee acting under and by virtue of this Agreement.

## **Membership Solicitation**

The Union agrees that its members shall not solicit memberships for the Union, collect dues, or conduct organizing activities on Company time. The Company agrees that such activities may be conducted by Union members on the Company property on the free time of Union members who are employees of the Company so long as such activities do not interfere with the efficiency of the employees who are thus addressed.

## **Payroll Deduction**

- (a) Payroll deductions, except those required by law and those hereafter excepted, shall be made only upon receipt by the Company of written instructions from the individual employee and shall continue until cancelled in writing.
- (b) Any employee of the Company may authorize the collection of Union dues by the signing of a payroll deduction form which will be specified by agreement between the Union and the Company. Payroll deduction may also be authorized for initiation fees. Such authorized Union dues deductions shall be deducted from the third paycheck each month and shall be remitted to the Union on the tenth day of the following month. A list of members from whom dues were collected shall be attached to the report given to the Union with the remittance.
- (c) Employees on vacation or leave of absence during the week deductions are normally made, shall have their dues deducted from the next week's paycheck. Employees laid off, sick, or disabled are entitled to unemployment stamps provided they make application at the Union Office each thirty (30) days for the same. Failure of Union members to pay dues or to secure dues stamps, if not working, for a ninety (90) day period, will cause said employee to pay a reinstatement fee and may be cause for removal from the seniority list.

- (d) No deduction shall be made in any week for dues if the employee's earnings, after deducting social security taxes or other deductions required by law, group insurance premiums, and amounts due the Company for tool sales, advances, etc., is insufficient to cover the full weekly deduction for such dues.
- (e) **MNPL Dues Check-Off:** The Company agrees to provide the opportunity for bargaining unit employees to contribute through payroll deduction in a monthly amount to the Machinists Non-Partisan Political League. The employee must submit a signed voluntary authorization form that is approved by the Company, requesting such deductions to be made from their wages in one (1) dollar increments. Such authorization will remain in effect until cancelled in writing.
- (f) The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article.

## **5. Bulletin Boards**

The Company agrees to provide the Union with space on all Company bulletin boards accessible to Bargaining Unit employees. Maintenance, posting and removal of posted materials shall be the responsibility of the Manager-Security and will be limited to:

- (a) Notice of Union meetings
- (b) Notice of Union elections and results thereof
- (c) Notices of Union recreational and social affairs
- (d) Notices by the Business Representative and designee
- (e) Such other notices as are mutually agreed upon

Nothing posted shall contain material of a derogatory nature towards employees, the Company, suppliers or customers.

## **ARTICLE 11 TRAINING AND APPRENTICES**

The parties agree to form a Training Advisory Committee (TAC) comprised of three (3) representatives from the Company and three (3) representatives from the Union. The TAC will evaluate the types of training or apprenticeship programs available and make recommendations. The TAC will also recommend prerequisites for admission to a training program and assist in evaluating the progress of employees.

## **ARTICLE 12 METHODS OF WAGE DETERMINATION**

The Company will continue to prepare write-ups of job requirements and determine the classifications and grades for each job in the bargaining unit, subject to review by the Union as herein provided:

- (a) The Company shall provide the Union with a duplicate copy of the evaluation sheet for each present job classification in the Bargaining Unit. The Union shall have the right to review any individual existing job classification which, in the opinion of the Union, is improperly classified or evaluated, and may receive, if requested, a reevaluation of jobs in question.
- (b) When the Union or the Company requests a review of an existing job classification covered by this Agreement questioning work actually covered, questioning language, or questioning the grade level, the request shall be in writing and shall specifically state the reasons for the request.

The Company or the Union will provide a written statement of position on the request within thirty (30) days of the receipt of the request.

In the event either the Union or the Company fails to approve of new language, job content involved, or grade level involved, it will sup-



port its notification of disapproval in writing specifically stating the reasons for the disapproval.

- (c) When new jobs are written or old jobs reclassified for jobs in the Bargaining Unit, the Company shall immediately furnish the Business Representative with copies of the job evaluation sheet. The Business Representative shall approve or disapprove the same within thirty (30) days after receipt of the job evaluation sheet, and if the Business Representative fails to disapprove within that period, the evaluation shall stand approved.
- (d) If the Union disapproves of any new job classification or old job reclassification in the Bargaining Unit, it shall file a written objection with the Vice President, Human Resources and Administration. Thereupon, a representative of the Vice President Human Resources and Administration and a representative of the Union shall confer within five (5) working days and attempt to settle the difference. If a settlement is not agreed upon within the five (5) working day period, the written objection shall be immediately referred to the Negotiating Committee and Management Representatives for final decision.
- (e) The jobs assigned to labor grades, once they are accepted in accordance with the terms of the Agreement, shall remain in the labor grades to which they are assigned unless a reevaluation of the jobs would increase or lower the evaluation a minimum of ten (10) points, or by mutual agreement by the Company and the Union.
- (f) When an employee is promoted or transferred to a new job under the provisions of Article 5, Section 4, and this transfer or promotion results in the employee being assigned to a job in a lower labor grade than currently assigned because the employee by choice elected to be reassigned to this new job because it offered a higher labor grade potential than the employee's current assignment, the rates of pay shall be established as follows:
  - (1) The employee will be transferred to the job code and labor grade of the opening.

- (2) If this is a lower labor grade, the employee's rate of pay will be adjusted to within the rate range of the new labor grade. This will be accomplished at the time of assignment.
- (3) If the employee fails to qualify for this new job assignment under the provisions of Article 5, Section 4, the Employee will be returned to the employee's previous job, labor grade and rate of pay.
- (4) If the employee qualifies, the employee will continue on that job assignment at the lower labor grade and rate of pay. If the employee is subsequently advanced to a higher labor grade within the job code, the employee's rate of pay will be increased to the employee's previous rate of pay, or the maximum of the new labor grade, whichever is lower.
- (g) The following is a list of all job classifications and grade assignments now in effect and which are covered by this Agreement:

<b><u>Job Title</u></b>	<b><u>Code</u></b>	<b><u>Labor Grade August 6, 2001</u></b>
Analyst, Material Recap	131	4,6,8
Analyst, Product Improvement	076	3,4,5,6
Analyst, Quantity Control	219	6
Analyst, Time Distribution	013	6
Anodizer	185	7,9,10
Artist, Commercial	169	3,5
Assembler, Aircraft - Line	017	5,8,10
Assembler, Electronics - Missiles	340	4,6,8,10
Assembler, Aircraft - Machined Parts	018	5,6,8,10
Assembler, Aircraft - Power Plant	019	6,8,10
Assembler, Model 200 Cargo Door	027	5
Assembler, Modification - Salina	028	5
Assembler, Radio & Electrical	020	6,8,10
Assembler, Sheet Metal	021	5,8,10
Assembler, Spot Weld - Aircraft	022	6,8,10

	<u>Code</u>	<u>Labor Grade</u> <u>August 6, 200</u>
Buffer, Metal	186	4,6,8,10
Carpenter, Maintenance	106	3 Sp,4,5,7,10
Carpenter, Shipping	477	7,10
Clerk, Control Point	218	8,9,10
Clerk, Spare Parts	243	6,8,10
Composite Worker	481	6,8,10
Composite, Trim and Drill	482	6,8,10
Composite, Assembler	483	6,8,10
Conservation & Sanitation Worker	234	10
Conservation Technician	308	3,4,6
Doper & Taper	188	8,10
Electrical Technician - Final Assembly	170	3,5,6,8
Electrician Maintenance	107	2 Sp,3,4,6,8
Electronic Specialist, Maintenance	381	B
Environmental Worker/Operator	470	3
Finisher, Die	265	1,2 Sp,3,5,7
Grinder, Tool	268	2,3,5,7,10
Hand Former, Sheet Metal	140	6,8,10
Hand Former, Steel	141	5,8,10
Hazardous Chemical Handler	471	5
Heat Treater, Alloy	062	5,8,10
Heat Treater, Steel	063	3,6,8,10
Helper, Tool Fabrication	263	8,10
Honeycomb, Cutting Machine Operator	167	5,6,8,10
Inspector, Assembly	065	3,4,6,8,10
Inspector, Avionics	070	2,3,5,6
Inspector, Conformity	369	2,3,4,6
Inspector, Composite/Metal Bonding	368	3,4,6
Inspector, Electrical	069	2,3,5,6
Inspector, Final Acceptance	075	2,4,6
Inspector, Machined Parts & M.P. Assembly	066	3,5,7,10
Inspector, Receiving	071	3,4,6,8,10
Inspector, Magnetic		
Particle/Fluorescent Penetrate	077	2,4,6
Inspector, Sheet Metal Parts	072	4,6,8,10

	<b>Code</b>	<b>Labor Grade August 6, 2001</b>
Inspector, Tooling	073	A,1,2,3,4,6
Inspector, Welding & Heat Treat	074	3,6,8,10
Installer, Avionics	023	6,8
Inventory Control Analyst	221	6,8,10
Jig Builder	255	B,1,2,3,5,7,10
Machinists, Bench	171	7,8,10
Machinist C.N.C. Tooling & Blue Streak	037	B,1Sp, 2Sp
Material Clerk	394	4,5,6,8
Material Handler	393	5,6,8
Mechanic, Air Cond & Refrig.		
Maintenance	119	2 Sp, 3,5,7
Mechanic, Auto	172	3,4,6,8
Mechanic, Avionics	181	1,2,4
Mechanic, Electrical - Flight	042	2 Sp,3,5,6,8,10
Mechanic, Engine & Propeller	302	4,5
Mechanic, Experimental	030	1,2,4,5,7
Mechanic, Flight	041	2,4,5,7
Mechanic, Maintenance	109	2 Sp,3,4,6,8,10
Mechanic, Plumber - Experimental	036	3 Sp,4,5,7,10
Mechanic, Electrical/Avionics		
Experimental	031	2,3,5,7,10
Metal Bonding Worker	306	5 Sp,6,8,10
Missile Fueler	312	4,6
MRB Representative, Quality Control	078	3,4,5,6
Nonmetallic Fabrication Specialist		
Experimental	035	3 Sp,5,7
Numerical Control Programmer	253	A,B,1,3
Operator, Automatic Machine Tool	098	3,5,7,10
Operator, Band Table Saw-Metal	150	6,8,10
Operator, Bonding Equipment	315	4,5,6
Operator, Brake	151	6,8,10
Operator, Centerless Grinder	082	3,5,7,10
Operator Circle Saw	152	7,8,10
Operator, C.N.C Bender	154	4
Operator, C.N.C. Machine Tools	104	2,3B,3,5,7,10
Operator, C.N.C. Rivet Machine	009	3,5,6,8

	<u>Code</u>	<u>Labor Grade</u> <u>August 6, 2001</u>
Operator, C.N.C. Router	166	4,6,8
Operator Control Tower	238	B,2,4
Operator, Drill - Radial & Precision	083	4,5,7,10
Operator, Drill - Radial Arm Sheet Metal	155	7,9,10
Operator, Drop Hammer	156	3,7,10
Operator, Engine Lathe	084	3,5,7,10
Operator, Excella	085	3,5,7,10
<b>Operator, Fiber Placement</b>	<b>504</b>	<b>4,6,8</b>
Operator, Functional Test Equipment	300	4,6,8,10
Operator, Hone	097	4,6,8,10
Operator, Hydro Press	157	6,8,10
Operator, Internal Grinder	088	3,5,7,10
Operator, Masking Tank	187	7,8,10
Operator, Milling Machine	089	3,5,7,10
Operator, Nibbler	158	6,8,10
Operator, O.D. Grinder	090	3,5,7,10
Operator, Porter Router	153	6,8
Operator, Power Sweeper	272	8B
Operator, Processing Tank	194	8,10
Operator, Profile Mill	101	3,5,7,10
Operator, Punch Press	160	6,8,10
Operator, Riveting Machine	024	6,8,10
Operator, Roll	164	5,8,10
Operator Router	161	6,8,10
Operator, Sewing Machine	282	6,8,10
Operator, Shear	162	6,8,10
Operator, Spinning Lathe	165	3 Sp,6,8,10
Operator, Stretch Press	163	6,8,10
Operator, Thread Grinder	094	3,5,7,10
Operator, Trimatic Sander	173	7,10
Operator, Turret Lathe	096	3,5,7,10
Operator, Wire Coding Machine	305	6,8,10
Paint Layout Worker	199	4,6,8,10
Painter, Maintenance	111	3 Sp,4,5,7,10
Painter, Spray	191	3,4,5,7,10

	<u>Code</u>	<u>Labor Grade</u> <u>August 6, 2001</u>
ternmaker	256	B,1,2,3,5,7
anner, Production	226	1,2,4,6
anner, Process	250	A,B,1,2,3,4,6
astics Worker	175	5 Sp,6,8,10
ter	193	4 Sp,5,7,10
umber, Airplane	025	6,8,10
umber, Maintenance	112	3 Sp,4,6
recision Parts Finisher - Hand	309	5,6,8,10
rocessor, Chemical	192	3 Sp,4,6,8
rocessor, Shipping	476	8,10
roduction Analyst. Shop	183	4,5
gger, Landing Gear		
Control Surface	026	4
ooper, Maintenance	122	4,5,7,10
lvage Worker	237	7,9,10
ndblaster	195	5,6,8,10
nder	196	7,10
heduler	228	1,3,5
heduler - Tool	465	2,4,5,8,10
reener	197	6,8,10
reener, Control Panel	190	5
reen Maker	198	5,8,10
cribe and Trim Worker	427	7,10
heet Metal Worker	142	3 Sp,6,8,10
heet Metal Worker - Experimental	034	3 Sp,4,5,6,8,10
heet Metal Worker - Maintenance	117	3,6,8,10
mooth & Burr Worker _ Sheet Metal	143	9,10
ationary Engineer	118	4,7,10
tatistician, Quality Control	366	3,4,5,6
echnician, Avionics	177	2,3,5
echnician, Egress	503	2,4
echnician, Electrical/Electronics	179	2,3,4,5
echnician, Instrument	301	3,4,6
est Equipment Builder - Electronics	350	1 Sp,3,4,6
ool Coordinator	262	A,B,1,3,5
ool & Die Maker	259	B,1,2,3,4,5,7,10

	<b>Code</b>	<b>Labor Grade August 6, 2001</b>
Tooling Layout	261	B,1,3,5,8,10
Truck Driver	277	4,5,8,10
Truck Driver - Semi	277	2
Trucker	278	7,9,10
Upholsterer	283	5 Sp,6,8,10
Utility Worker, Flight	040	7,9,10
Utility Worker, Processing	426	9,10
Welder, Acetylene	288	3,6,8,10
Welder, Electric Arc	290	3,6,8,10
Welder, Heliarc	286	3,5,6,8,10
Welder, Maintenance	113	3,6,8,10
Wood Patternmaker & Model Builder	257	A Sp,1 Sp,3,5,7,10
Woodworker, Shipping	478	6

## ARTICLE 13 RATES OF PAY AND REVIEW PERIODS

### Section 1. Minimum Starting Rate

The minimum starting rate shall be **\$11.25 per hour effective August 2001; \$11.67 effective August 5, 2002; \$12.08 effective August 4, 2003; and \$12.47 effective August 2, 2004** or as established by Federal Law.

### Section 2. Progression

- (a) All employees are to be properly assigned to labor grades in accordance with their job assignments upon completion of approximately **seventy-five (75)** days of satisfactory service.
- (b) The employee's progression from labor grade to labor grade shall become a provision of the write-up for each classification of work.

### Section 3. Periodic Rate and Performance Review

- (a) After an employee has been properly assigned to the labor grade

applicable to the employee's work, the employee's rate and performance shall be reviewed as follows:

- (1) During the first twenty-four (24) weeks of employment, employees shall be granted rate increases each four (4) weeks in increments of 10 cents per hour up to the maximum of the labor grade to which the employee is assigned. After twenty-four (24) weeks of employment, employees shall receive rate increases of twenty-five (25) cents per hour each seventeen (17) weeks up to the maximum of the labor grade to which the employee is assigned.
  - (2) During the first twenty-four (24) weeks of employment, employees shall receive performance reviews each four (4) weeks. After twenty-four (24) weeks of employment, employees shall be subject to performance reviews at least once a year. Employees whose performance is less than satisfactory shall be subject to periodic reviews over a ninety (90) day period. At the end of the ninety (90) day period, if the employee's performance is still less than satisfactory, the employee shall be reassigned to an occupation and/or labor grade to which the employee can meet the job requirements or be terminated.
  - (3) Special merit reviews affecting rates may be granted at the sole option of the Company to employees in order to correct gross inequities, make warranted wage adjustments, and reward outstanding performance. However, all such special merit reviews must be justified by accompanying memorandum.
- (b) Following any review within the first twenty-four (24) weeks of employment, each employee will be notified, within one working week, of the effective date of the review, whether or not the employee has been awarded a pay increase and/or a change of classification, and the reasons therefore.
  - (c) Performance reviews, when discussed with the employee, will be complete, and will carry the section manager's signature. The



performance review will be covered in detail with the employee by the section manager or the section manager's designated representative. The employee may have a copy of the review of the employee's request at the time of the review.

(See tables on following pages)

## Section 4 - Rate Ranges for Labor Grades

### A. Effective August 6, 2001

- (1) Effective August 6, 2001, grant a 4% general wage increase rounded to the nearest full cent, to all eligible employees of the payroll as of August 5, 2001. The minimums and the maximums of the labor grades are increased in the same amounts rounded to the nearest full cent. The general wage increase when granted, does not change the established progression dates.

Effective August 6, 2001 the hourly rates of pay for the labor grades shall be as follows:

Grade:	08/01	
	MIN	MAX
A	17.49	23.42
B	16.73	22.67
1	16.04	21.98
2	15.18	21.12
3B	14.46	20.40
3	14.12	20.08
4B	13.99	19.94
4	13.80	19.77
5	13.30	19.26
6	13.03	18.98
7	12.33	18.30
8B	12.02	17.98
8	11.86	17.83
9	11.70	17.64
10	11.25	17.64

With the establishment of the above minimums and maximums, any employee properly classified in a labor grade shall receive a 4% general wage increase rounded to the nearest full cent or the minimum of the employee's labor grade whichever is higher.

**B. Effective August 5, 2002**

- (1) Effective August 5, 2002, grant a 3.75% general wage increase rounded to the nearest full cent, to all eligible employees on the payroll as of August 4, 2002. The minimums and the maximums of the labor grades are increased in the same amounts rounded to the nearest full cent. The general wage increase when granted, does not change the established progression dates.

Effective August 5, 2002 the hourly rates of pay for the labor grades shall be as follows:

	<b>08/02</b>	
<b>Grade:</b>	<b>MIN</b>	<b>MAX</b>
A	18.15	24.30
B	17.36	23.52
1	16.64	22.80
2	15.75	21.91
3B	15.00	21.17
3	14.65	20.83
4B	14.51	20.69
4	14.32	20.51
5	13.80	19.98
6	13.52	19.69
7	12.79	18.99
8B	12.47	18.65
8	12.30	18.50
9	12.14	18.30
10	11.67	18.30

With the establishment of the above minimums and maximums

any employee properly classified in a labor grade shall receive a **3.75% general wage increase** rounded to the nearest full cent or the minimum of the employee's labor grade whichever is higher.

**C. Effective August 4, 2003**

- (1) **Effective August 4, 2003, grant a 3.5% general wage increase rounded to the nearest full cent, to all eligible employees on the payroll as of August 3, 2003. The minimums and the maximums of the labor grades are increased in the same amounts rounded to the nearest full cent. The general wage increase when granted, does not change the established progression dates.**

**Effective August 4, 2003, through August 1, 2004, the hourly rates of pay for the labor grades shall be as follows:**

	<b>08/03</b>	
<b>Grade:</b>	<b>MIN</b>	<b>MAX</b>
A	18.79	25.15
B	17.97	24.34
1	17.22	23.60
2	16.30	22.68
3B	15.53	21.91
3	15.16	21.56
4B	15.02	21.41
4	14.82	21.23
5	14.28	20.68
6	13.99	20.38
7	13.24	19.65
8B	12.91	19.30
8	12.73	19.15
9	12.56	18.94
10	12.08	18.94

With the establishment of the above minimums and maximums, any employee properly classified in a labor grade shall receive a **3.5%** general wage increase rounded to the nearest full cent or the minimum of the employee's labor grade whichever is higher.

**D. Effective August 2, 2004**

- (1) Effective August 2, 2004, grant a **3.25%** general wage increase rounded to the nearest full cent, to all eligible employees on the payroll as of August 1, 2004. The minimums and the maximums of the labor grades are increased in the same amounts rounded to the nearest full cent. The general wage increase when granted, does not change the established progression dates.

Effective August 2, 2004, through July 31, 2005, the hourly rates of pay for the labor grades shall be as follows:

	<b>8/04</b>	
<b>Grade:</b>	<b>MIN</b>	<b>MAX</b>
A	19.40	25.97
B	18.55	25.13
1	17.78	24.37
2	16.83	23.42
3B	16.03	22.62
3	15.65	22.26
4B	15.51	22.11
4	15.30	21.92
5	14.74	21.35
6	14.44	21.04
7	13.67	20.29
8B	13.33	19.93
8	13.14	19.77
9	12.97	19.56
10	12.47	19.56

With the establishment of the above minimums and maximums, any employee properly classified in a labor grade shall receive a **3.25%** general wage increase rounded to the nearest full cent or the minimum of the employee's labor grade whichever is higher.

## **Section 5. Longevity Program**

- (a) Effective August 7, 1978, longevity pay shall be paid to employees with the qualifying work time in accordance with the following schedule:

<b><u>Required Work Time</u></b>	<b><u>Longevity Pay Per Hour</u></b>
5 but less than 6 years	5¢
6 but less than 7 years	6¢
7 but less than 8 years	7¢
8 but less than 9 years	8¢
9 but less than 10 years	9¢
10 but less than 11 years	10¢
11 but less than 12 years	11¢
12 but less than 13 years	12¢
13 but less than 14 years	13¢
14 but less than 15 years	14¢
15 years or more	15¢

Such longevity pay shall be effective the first pay period following completion of the required number of years of work time.

- (b) Employees who properly qualify will receive the longevity pay in addition to the base rates established for any given contract period.

## **Section 6. Shift Differentials**

- (a) Effective August 6, 2001, the differential for second shift will be **thirty-five cents (35¢)** per hour.

- (b) Employees required to work third shift will receive **thirty cents (30¢)** per hour shift differential with eight (8) hours' pay for six and one-half (6-1/2) hours' work.
- (c) These differentials are to apply only when an employee is working these shifts.
- (d) Employees assigned to the second shift of an alternative workweek schedule shall receive the **thirty-five cent (35¢)** per hour second shift differential.

### **Section 7. Crew Chief and Leadman Rates**

- (a) The minimum labor grade for Crew Chiefs will be Labor Grade 6.
- (b) Effective August 7, 1978, Crew Chiefs and Leadmen (except as affected by Note 2 below) will carry one labor grade higher than the highest labor grade under their supervision, except that Crew Chiefs and Leadmen supervising Labor Grade A will carry the same labor grade as the work supervised. Upon effective date of assignment to Crew Chief, the Crew Chief's base rate of pay shall be the maximum of the labor grade assigned. In addition, the Crew Chief differential of 25¢ per hour will be paid. The total differential paid between the Crew Chief and the base rate of pay of the highest paid employee under the Crew Chief's supervision (except as affected by Note 2 below) will be no less than 50¢ per hour, taking into account the Crew Chief differential of 25¢ per hour and the difference in base rates of pay. Crew Chiefs and Leadmen, at the time of appointment, will receive the total supervisory differential.
- (c) Effective August 7, 1978, Crew Chiefs supervising Labor Grade A shall carry the same labor grade as the work supervised and paid a Crew Chief differential of fifty cents (50¢) per hour.
- (d) Effective August 7, 1978, Leadmen will carry the same labor grade as the Crew Chiefs being supervised, and will receive a seventy-five cents (75¢) Leadman differential.

- (e) Effective August 7, 1978, a Leadman supervising Labor Grade A work shall carry the same labor grade as the work being supervised and will receive a seventy-five cent (75¢) supervisory differential.

NOTE 1: The labor grade of Crew Chiefs and Leadmen supervising:  
Grade B employees will be Grade A  
Grade 1 employees will be Grade B  
Grade 2 employees will be Grade 1  
Grade 3 and 3B employees will be Grade 2, etc.

NOTE 2: Technicians' and Specialists' labor grades will not be considered in establishing Crew Chiefs' and Leadmen's labor grades unless the majority of the crew being supervised consists of Specialists or Technicians.

### **Section 8. Set-Up Man**

Effective August 7, 1978, employees assigned as Set-Up Man will receive ten cents (10¢) per hour in addition to their regular rate of pay.

### **Section 9. Temporary Service - Crew Chief, Leadman and Set-Up Man Rates**

Effective August 7, 1978, pay differential will be made to employees for temporary service as Crew Chiefs, Leadmen, and Set-Up Men when the temporary service totals two (2) weeks or more in a calendar year. The differential will be 25¢ per hour with no change in labor grades for temporary service as a Crew Chief; 75¢ per hour with no change in labor grade while serving as a temporary Leadman; and 10¢ per hour while serving as a temporary Set-Up Man.

### **Section 10. Pay for Time Not Worked**

All paid time not worked such as **earned time off**, holidays, vacation, funeral leave pay, etc., shall be paid at the employee's straight time hourly rate of pay.

## ARTICLE 14 COST-OF-LIVING ALLOWANCE

**Section 1.** Effective August 6, 2001, the Cost-of-Living Allowance will be determined for the term of this Agreement, by the adoption of the Consumer Price Index Wage Earner and Clerical 1982-84 = 100 Revised (CPI-W), as published by the Bureau of Labor Statistics, U.S. Department of Labor, as the BLS Consumer Price Index structure on which the Raytheon cost-of-living plan will be based and hereinafter referred to as the BLS Consumer Price Index. The parties agree to use the CPI-W based on rental equivalency as the basis for calculating Cost-of-Living Allowance adjustments which become effective in this Agreement.

**Section 2.** All cost-of-living adjustments determined during the term of this Agreement will be established as a float, and not added to the base rates of pay.

**Section 3.** The first cost-of-living adjustment for the 2001-2005 agreement shall be effective June 3, 2002, and shall be based upon the average of the Consumer Price Index for the months of February, March and April of 2002 compared to the base index determined by the average of the CPI of February, March and April of 2001 for growth in the index in excess of 4%.

The second date of adjustment under the Agreement shall be June 2, 2003, and shall be based upon the average of the CPI for the months of February, March and April of 2003 compared to the base index determined by the average of the CPI of February, March and April of 2002 for growth in the index in excess of 4%.

The third date of adjustment under the Agreement shall be June 7, 2004, and shall be based upon the average of the CPI for the months of February, March and April of 2004 compared to the base index determined by the average of the CPI of February, March and April of 2003 for growth in the index in excess of 4%.



The fourth date of adjustment under the Agreement shall be June 6, 2005, and shall be based upon the average of the CPI for the months of February, March and April of 2005 compared to the base index determined by the average of the CPI of February, March and April of 2004 for growth in the index in excess of 3%.

Potential cost-of-living adjustments will be based upon a calculation of a .1 move in the CPI equaling 1¢ for the excess over 4% (2001-2002), 4% (2002-2003), 4% (2003-2004), and 3% (2004-2005).

**Section 4.** The “float” determined by any cost-of-living adjustment on the dates listed under this article are subject to downward and/or upward revision through the term of this contract on the dates listed.

**Section 5.** The amount of any cost-of-living allowance shall be included in computing overtime, vacation, holiday, earned time off, and jury duty pay.

**Section 6.** No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for any base month.

**Section 7.** If the BLS Index, as defined above in its present form and calculated on the same basis, shall be revised therefrom or discontinued, the parties shall attempt to determine an appropriate Index figure by agreement, or if agreement is not reached, the parties shall request the Bureau of Labor Statistics to make available a BLS Index in its present form for the appropriate date or dates and calculate on a comparable basis

## **ARTICLE 15 VACATIONS**

**Section 1.** All employees shall be eligible for vacation time off and vacation pay, or pay in lieu of such vacation at the sole option of the Company, when they have completed the required work time on the following basis:

- (a) All employees who complete twelve (12) months' work time on June 1, 1954, or after, shall receive one week's vacation with 40 hours' straight time pay.
- (b) All employees who complete twenty-four (24) months' work time on July 6, 1964, or after, shall receive two weeks' vacation with 80 hours' straight time pay.
- (c) All employees who complete one hundred twenty (120) months' work time on June 1, 1954, or after, shall receive three weeks' vacation with 120 hours' straight time pay.
- (d) All employees who complete two hundred forty (240) months' work time on July 3, 1967, or after, shall receive four weeks' vacation with 160 hours' straight time pay.
- (e) An employee will exercise Company seniority in scheduling vacations.

**Section 2.** In order to qualify for vacation pay in accordance with Section 1 (a), (b), (c), or (d) above, the employee must have completed twelve months' work time since last established employment date or last vacation anniversary date. Such twelve months' work time need not be continuous, but must be within a three-year period.

**Section 3.** May 31 shall be the vacation anniversary date for all employees who had completed at least twelve months' work time prior to July 31, 1951, and who have unbroken work time since that date.

**Section 4.** Work time will be broken and anniversary dates extended by all Leaves of Absence and layoffs of over 30 days. In such cases, the extension will be for the total time absent. Employees on workers compensation shall continue to accrue vacation benefits up to a maximum of one (1) year.

**Section 5.** The employee's rate of pay on the Monday of the week the employee takes vacation shall be the rate used to compute vacation pay provided, however, if at the time the employee takes vacation the

employee is on a reduced rate of pay status due to a reduction in force that took place during the current vacation year, the rate of pay immediately prior to such reduction in force shall be the rate used to compute vacation pay for that year only.

**Section 6.** Employees shall receive vacation pay on the normal pay day of the week in which they take vacation. During years in which there is a plant-wide vacation, eligible employees will receive vacation pay for the plant-wide vacation period on the pay day immediately prior to the start of the plant-wide vacation. Employees with three (3) or four (4) weeks of vacation eligibility may elect to receive vacation pay for time in excess of two (2) weeks at the time they cross their vacation anniversary date at their then current rate of pay. Such vacation pay will be paid on the 2nd pay day in the month following the employee's vacation anniversary date.

**Section 7.** The minimum time off for vacation credit shall be one (1) day, provided, however, employees may take up to sixteen (16) hours of current year's vacation eligibility in increments of not less than one (1) hour if approved by the department section manager. Requests for vacations in said increments will not unreasonably be denied.

**Section 8.** Any full and/or partial day left from above will be paid on the second (2nd) pay day in the month following anniversary date.

**Section 9.**

- (a) The Company will make known its decision as to a plant-wide vacation and the dates thereof in each year of the contract prior to January 31 of the contract year in which the plant-wide vacation is to be scheduled.
- (b) Ninety (90) days prior to the announced plant-wide vacation date the Company will announce any work intentions for the plant-wide vacation period. Thirty (30) days prior to the announced plant-wide vacation period the work plans will be confirmed.

- (1) If cancellations of planned work are made after the thirty (30) day confirmation, the company will give due consideration to make work available for those employees who were scheduled to work and are still desiring to work.**
  - (2) If it becomes necessary to schedule additional employees after the thirty (30) day confirmation, it will be done on a voluntary basis.**
- (c) The plant-wide vacation time will be scheduled as official vacation time.
  - (d) In those contract years in which a plant-wide vacation is not scheduled, vacation schedules will be based upon seniority for all requests for vacation filed within the prescribed time. Those requests received after the filing time will be granted on the basis of the order in which the request is received rather than on a seniority basis.
  - (e) In those years in which a plant-wide vacation is scheduled, employees eligible for more than two (2) weeks vacation may elect to take pay in lieu of additional time off according to the employee's eligibility not to exceed two weeks.
  - (f) In those years in which a plant-wide vacation is scheduled, and in the event employees wish to schedule additional time away from work, each employee having at least two weeks of vacation eligibility may request from two (2) up to five (5) workdays of unpaid personal leave at a time outside the plant-wide vacation period. **Additionally, employees will be allowed to schedule up to 16 hours of this unpaid personal leave in increments of not less than one (1) hour. Full days off must be taken consecutively.** Such requests for personal leave will be granted on the same basis as vacation requests are approved.
  - (g) **Nonprobationary employees who do not have at least two (2) weeks of vacation eligibility will be allowed to schedule eight (8) hours of unpaid personal leave in increments of not less**

**than one (1) hour. Such requests for personal leave will be granted on the same basis as vacation requests are approved.**

- (h) Employees working an alternative workweek schedule of four (4) ten (10) or three (3) eleven and one-half (11-1/2) hour days shall not be eligible for unpaid time off under paragraph (f) or (g).

**Section 10.** It is the responsibility of every employee to schedule a vacation in accordance with policy. Once this vacation has been scheduled and approved by the affected supervision, if it is then cancelled at some later date by the supervision, the employee will not be required to reschedule vacation. In instances where the employee wishes to reschedule vacation, this may be arranged with supervision.

**Section 11.** Employees with more than one year of service who are eligible for vacation pay will be entitled to prorated pay upon severance. Such prorated vacation pay will be computed on the basis of whole months' work time completed since their last vacation anniversary date. Employees exercising prorated vacation pay option will, upon return to work, qualify for future vacation eligibility as follows:

- (a) Effective August 4, 1975, employees who, after this date, exercise the option of prorated vacation at time of layoff or entry into the military service will, upon return to work, resume the accumulation of vacation eligibility to complete the balance of the year for which they were paid prorated vacation pay. This continued accumulation shall be in terms of whole months worked to complete that vacation eligibility year. Payment of this added prorated vacation eligibility will be made on the same basis of other vacation eligibility. The completion of this vacation eligibility year will establish the new vacation anniversary eligibility date.
- (b) Employees who exercise the option of prorated vacation at time of layoff or entry into military service and who are recalled and/or return to work from military service during the same vacation year in which they left, will not be required to take vacation days

off for which they were paid except during a vacation year in which a plant-wide vacation is scheduled.

## **ARTICLE 16 HOLIDAYS**

**Section 1.** Employees who fulfill the following requirements:

- (a) They are employed by the Company seventy-five (75) days prior to the holidays, except that in no event will an employee miss more than eight hours holiday pay during the employee's probationary period.
- (b) Recalled employees who have reported for work prior to the holiday.
- (c) They do report to work on holidays or day observed as a holiday if required.
- (d) They have performed work during the week in which the holiday occurs, or are on scheduled vacation, or are on **earned time off**, or are on previously excused absence which does not exceed one week, or are absent and receiving Workers' Compensation, except that no more than two (2) days' holiday pay may be received while off work and receiving Workers' Compensation, will be eligible for the following paid holidays.

(See charts on following pages.)

(1) Contract Year August 6, 2001 through August 4, 2002 - Eighty-eight (88) hours of paid holidays, observed and paid as follows:

WORK SCHEDULE					
HOLIDAY	DAY	DATE	5-8 hr days	4-10 hr days	3-11.5 hr days
LABOR DAY	Mon	9/3/01	8	10	—
THANKSGIVING	Thu	11/22/01	8	10	—
FRIDAY AFTER	Fri	11/23/01	8	—	11.5
SATURDAY AFTER	Sat	11/24/01	—	—	11.5
SUNDAY AFTER	Sun	11/25/01	—	—	11.5
CHRISTMAS DAY	Tue	12/25/01	8	10	—
	Wed	12/26/01	8	10	—
	Thu	12/27/01	8	10	—
	Fri	12/28/01	8	—	11.5
	Sat	12/29/01	—	—	11.5
	Sun	12/30/01	—	—	11.5
NEW YEAR'S EVE	Mon	12/31/01	8	10	—
NEW YEAR'S DAY	Tue	1/1/02	8	10	—
MEMORIAL DAY	Mon	5/27/02	8	10	—
JULY 4TH	Thu	7/4/02	8	—	—
JULY 4TH	Fri	7/5/02	—	—	11.5
HOLIDAY HOURS OBSERVED AND PAID			88	80	80.5
HOLIDAY HOURS PAID - NOT OBSERVED			0	8	7.5
TOTAL HOLIDAY HOURS PAID			88	88	88

(2) Contract Year August 5, 2002 through August 3, 2003 - Eighty-eight (88) hours of paid holidays, observed and paid as follows:

WORK SCHEDULE					
HOLIDAY	DAY	DATE	5-8 hr days	4-10 hr days	3-11.5 hr days
LABOR DAY	Mon	9/2/02	8	10	—
THANKSGIVING	Thu	11/28/02	8	10	—
FRIDAY AFTER	Fri	11/29/02	8	—	11.5
SATURDAY AFTER	Sat	11/30/02	—	—	11.5
SUNDAY AFTER	Sun	12/01/02	—	—	11.5
CHRISTMAS DAY	Wed	12/25/02	8	10	—
	Thu	12/26/02	8	10	—
	Fri	12/27/02	8	—	11.5
	Sat	12/28/02	—	—	11.5
	Sun	12/29/02	—	—	11.5
HOLIDAY	Mon	12/30/02	8	10	—
NEW YEAR'S EVE	Tue	12/31/02	8	10	—
NEW YEAR'S DAY	Wed	1/1/03	8	10	—
MEMORIAL DAY	Mon	5/26/03	8	10	—
JULY 4TH	Fri	7/4/03	8	—	11.5
HOLIDAY HOURS OBSERVED AND PAID			88	80	80.5
HOLIDAY HOURS PAID - NOT OBSERVED			0	8	7.5
TOTAL HOLIDAY HOURS PAID			88	88	88



(3) Contract Year August 4, 2003 through August 1, 2004 - Eighty-eight (88) hours of paid holidays, observed and paid as follows:

			WORK SCHEDULE		
HOLIDAY	DAY	DATE	5-8 hr days	4-10 hr days	3-11.5 hr days
LABOR DAY	Mon	9/1/03	8	10	—
THANKSGIVING	Thu	11/27/03	8	10	—
FRIDAY AFTER	Fri	11/28/03	8	—	11.5
SATURDAY AFTER	Sat	11/29/03	—	—	11.5
SUNDAY AFTER	Sun	11/30/03	—	—	11.5
CHRISTMAS DAY	Thu	12/25/03	8	10	—
	Fri	12/26/03	8	—	11.5
	Sat	12/27/03	—	—	11.5
	Sun	12/28/03	—	—	11.5
	Mon	12/29/03	8	10	—
	Tue	12/30/03	8	10	—
	Wed	12/31/03	8	UNP/VAC	—
NEW YEAR'S DAY	Thu	1/1/04	8	10	—
MEMORIAL DAY	Mon	5/31/04	8	10	—
JULY 4TH	Sun	7/4/04	—	—	11.5
JULY 4TH	Mon	7/5/04	8	10	—
HOLIDAY HOURS OBSERVED AND PAID			88	80	80.5
HOLIDAY HOURS PAID - NOT OBSERVED			0	8	7.5
TOTAL HOLIDAY HOURS PAID 88			88	88	88

- (4) Contract Year August 2, 2004 through July 31, 2005 - Eighty-eight (88) hours of paid holidays, observed and paid as follows:

WORK SCHEDULE					
HOLIDAY	DAY	DATE	5-8 hr days	4-10 hr days	3-11.5 hr days
LABOR DAY	Mon	9/6/04	8	10	—
THANKSGIVING	Thu	11/25/04	8	10	—
FRIDAY AFTER	Fri	11/26/04	8	—	11.5
SATURDAY AFTER	Sat	11/27/04	—	—	—
SUNDAY AFTER	Sun	11/28/04	—	—	—
CHRISTMAS EVE	Fri	12/24/04	8	—	11.5
CHRISTMAS DAY	Sat	12/25/04	—	—	11.5
	Sun	12/26/04	—	—	11.5
	Mon	12/27/04	8	10	—
	Tue	12/28/04	8	10	—
	Wed	12/29/04	8	10	—
	Thu	12/30/04	8	10	—
NEW YEAR'S EVE	Fri	12/31/04	8	—	11.5
NEW YEAR'S DAY	Sat	1/1/05	—	—	11.5
SUNDAY AFTER	Sun	1/2/05	—	—	11.5
MEMORIAL DAY	Mon	5/30/05	8	10	—
JULY 4TH	Mon	7/4/05	8	10	—
HOLIDAY HOURS OBSERVED AND PAID			88	80	80.5
HOLIDAY HOURS PAID - NOT OBSERVED			0	8	7.5
TOTAL HOLIDAY HOURS PAID			88	88	88

**Section 2.** Employees who work on the above holidays shall be paid as their total compensation at the rate of two and one-half (2-1/2) times the regular rate for eight hours worked during an eight hour/five day workweek, for ten hours worked during a ten hour/four day workweek, or for twelve hours worked during a twelve hour/three day workweek. For time worked in excess of the normal hours in the work day for the scheduled workweek, the rate shall be double time. Should any of these holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday and paid for as such. **If the Company needs to work any negotiated holiday or weekend connected to a holiday and sufficient volunteers are not available to perform this work, the Company will then provide at least five (5) workdays notification of the requirement to work. Where this notification is not given the employees will work only on a voluntary basis.**

**Section 3.** At no time shall total rates be permitted to exceed two and one-half (2-1/2) times the straight time rates.

**Section 4.** To qualify for "holiday pay-not observed" employees on the alternative workweek schedule must have one (1) year's work time on or before July 4th of each contract year. When an employee receives holiday pay-not observed and fails to complete one (1) year's work time on the alternative workweek schedule, the amount of holiday pay-not observed will be deducted from wages due.

**Section 5.** No employee may receive more than 88 hours holiday pay in a contract year.

## **ARTICLE 17 MANAGEMENT**

It is mutually agreed that the Company has and will retain the unquestionable and exclusive rights and power to manage the plant and direct the working forces, including, and not limited to, the right to hire, classify, grade, suspend, discharge, promote, demote or transfer its employees, provided it does not conflict with the provisions of this Agreement. All matters which are not specifically covered by this Agreement are solely functions and responsibilities of Management.

## **ARTICLE 18 COMPANY RULES**

- (a) It is mutually agreed that the operating rules and regulations as set forth in Company rules, published bulletins, or departmental procedure manuals, with such additions or alterations thereto as are made by the Company from time to time, are necessary for the efficient operation of the plant, and that any infraction of these rules may constitute just cause for disciplinary action and that willful violation of any of these rules may constitute just cause for discharge.
- (b) These rules and regulations are not to conflict with the provisions of this Agreement, and all penalties are subject to the grievance procedure.
- (c) **Posting or displaying of material or messages on Company premises will be made exclusively on Bulletin Boards. All such material must have prior Company approval.**

## **ARTICLE 19 OCCUPATIONAL SAFETY AND HEALTH**

The Company recognizes its responsibility to provide a safe and healthful working environment for employees. The Union also recognizes its responsibility to cooperate with the company in maintaining and improving safe and healthful working environment.

The Company and the Union agree to work cooperatively and proactively to provide a safe work place for its employees by prevention of accidents and environmental incidents, resolution of (OSH) concerns, and communication to enhance safety awareness. In furtherance of this, the following will take place:

1. **SAFETY STEERING COMMITTEE:** The Company agrees to maintain a Safety Steering Committee. The Union will select two members to participate in the monthly meetings along with other senior leadership representatives.

2. **SAFETY REPRESENTATIVE PROGRAM:** The Company agrees to support and maintain the Safety Representative Program at each major manufacturing site (Wichita/Salina). The department supervision and union steward will jointly select the safety representative for each department. The Company agrees to provide initial safety representative training and refresher training. The safety representatives will participate in periodic inspections within the department and make recommendations for the correction of unsafe conditions or practices.
3. **SAFETY COMPLAINTS:** The Company agrees to provide progress reports on recommended changes for safety reasons on safety and health matters brought to the attention of the Company.
4. **DISPUTE RESOLUTION:** In the event that management and Union cannot mutually agree on a satisfactory solution to a safety and health problem, the problem will be forwarded to the VP of Operations for a final decision. The Company and Union agree to consult with a third party loss control agency (i.e., Liberty Mutual, IMA, etc.) for recommendations if an internal solution is not agreed upon.

The Company undertakes to continue to provide appropriate equipment for fire and safety prevention. The Company shall maintain all machinery in all departments in a condition that will not jeopardize the life or safety of the employees. Mechanical guards, safety devices and regulations are provided to protect workers against accidental hazards in the plant. The statutes of the state of Kansas, Federal regulation and company rules and policy cover such matters. The Company will abide by all statutes, regulations and policies.

Much has been done in this regard, but you the individual employee must shoulder part of the responsibility. Rigid obser-

**vance of safety regulations must also continue.** Accept these responsibilities and use the safe way of doing every job.

In some departments, hazards are greater than in others and special departmental safety rules have been developed for the protection of employees in the particular department. All employees working in a department, including employees of other departments assigned to work in that department, will observe the safety rules established for that department.

There are certain accidental hazards involved in the operating of machines. Safety rules have been posted on most of the machines in the plant and operators are expected to observe these rules.

**No set of safety regulations however can comprehensively cover all possible working practices: therefore the Union and the Company undertake to promote in every way possible the responsibility of the individual employees with regard to preventing accidents to themselves or their fellow employees. The parties recognize that it is also the responsibility of the employee to practice safe and healthful acts.**

The following are general safety rules to be followed throughout the plant. **These rules reflect good shop practice and will be considered in conjunction with all other Company policies, State and Local statutes and Federal regulations.**

1. In doing any job, follow conscientiously the instructions given by your supervisor. Do not attempt shortcuts without first discussing them with your supervision.
2. Do not operate a machine without proper authorization and assignment.
3. Use all machinery guards and protective equipment provided for you.
4. Keep your bench, machine or other work place clean and orderly.

5. Stop machinery before cleaning, adjusting or oiling. Never reach over moving cutters, rolls or other dangerous moving parts.
6. Report to your supervision all hazardous conditions you find on your job.
7. Do not distract the attention of persons engaged in exacting operations.
8. There is a special tool for every job. Do not use makeshift devices. If in doubt concerning a proper tool for a job, ask your supervision.
9. All employees are to wear goggles when assigned to operations involving eye hazards. Your eyes are your most prized possession. Guard them with properly fitted goggles, guards, or shields on all grinding, drilling, welding or other jobs where particles might get in your eyes. If in doubt, wear goggles. This safety equipment is furnished free of charge by the Company and can be obtained from the tool crib.
10. It is not permissible to use an air hose to clean clothing or benches. When you use an air hose, make sure it will not endanger someone's eyes.
11. Do not tamper with or attempt to repair electrical equipment. Report any faulty equipment to your supervision.
12. Running within the plant and surrounding yard areas is prohibited.
13. Proper handling of materials will prevent strains, hernias, sprains, scratches and mashed fingers and toes. Do not lift material that is too heavy or too large. Get help!
14. Horseplay, wrestling, the throwing of materials and tools, and similar practices are prohibited.

15. Cooperate in the maintenance of safety, sanitation and health standards by proper use of all safety and hygienic facilities provided and assist in keeping work areas and passageways clean.
16. Cooperate with your supervision and fellow workers in their efforts to reduce industrial accidents.
17. If any questions exist concerning the meaning of instructions or rules, ask your supervision for an explanation.
18. Cooperate fully with representatives of the Safety Department in the conducting of investigations of accidents and hazards.
19. When performing electric welding work, adequate protective shields will be in place to protect other employees.
20. The plant shall be properly lighted to insure safety and sufficient light for employees to properly perform their work.

## **OCCUPATIONAL HEALTH SERVICES**

All employees should know the location of **Occupational Health Services** so they will know where to go in case of an emergency.

**All employees who may be injured or become ill while on the job should report to their supervisor immediately and to OHS, and should follow the instructions of the trained attendant in charge.**

Every injury received, whether a scratch or one of a more serious nature, must be reported immediately to **OHS** or a representative of the Company. The importance of reporting immediately to **OHS** cannot be overemphasized as the Kansas Workers Compensation Act requires an accurate report when claims for compensation are made as a result of an injury on the job.



All employees returning to work from leaves of absence granted because of illness, operation, or personal injury are required to report to OHS for a release to return to work. In cases where surgery has been performed or in cases of extended illness, a statement from the attending physician in regard to the employee's physical condition and fitness for work is to be presented to OHS.

## **FIRE PREVENTION**

Fire hazards are a serious threat to Raytheon Aircraft production and your job security. The following are fire prevention rules to be practiced throughout the plant which will reduce fire hazards:

1. Smoke only in authorized locations.
2. Do not smoke in restricted smoking areas.
3. Extinguish cigarettes, pipes and matches and deposit in the proper receptacle.
4. Wooden, kitchen type matches are not permitted within the fenced enclosure of the plant. Use only safety matches or a lighter.
5. Dispose of scrap and trash in the proper barrels which are identified with labels. Keeping your work area clean results in a cleaner and more firesafe plant.
6. Do not handle inflammable liquids until you know their hazards. Store such liquids only in approved containers.
7. No welding can be done outside of authorized work areas except on approval and receipt of a permit from Plant Security Department.
8. Use of open-flame technique outside of authorized work areas must have prior approval and receipt of a permit from Plant Security Department.
9. Report to your supervision any practices or conditions that may be considered a fire hazard.

## **ARTICLE 20**

### **LEAVE OF ABSENCE**

Employees shall not lay off without first obtaining permission from the section manager to do so, except in case of emergency, sickness or other cause beyond the control of the employee, of which the section manager shall be promptly advised. Any absence of three (3) days' duration or greater without notification, permission or valid excuse, shall cause the employee to be terminated.

Employees on leave of absence who fail to report to work at the first regular shift after termination of such leave, no extension of leave having been granted, and no reasonable excuse appearing therefore, shall be terminated.

#### **Personal**

When requirements of the service will permit, employees, upon request, may be granted leave of absence for personal reasons not to exceed thirty (30) days, which may be extended by the Company. Continuous leaves of absence of sixty-one (61) days or more must carry the approval of both the Company and the Union. It is, however, agreed that the obtaining of the leave of absence to work for some other employer, without the consent of the Company and the Union, will terminate the employment with the Company.

#### **Medical**

Employees who are unavoidably absent because of illness or physical disability may be granted a leave of absence not to exceed thirty (30) days, which may be extended by the Company.

#### **Maternity**

Employees shall be granted a pregnancy leave of absence upon request for reason of pregnancy. The employee will be granted a leave of absence from the date recommended by her physician, upon receipt by the company doctor of a statement from her physician giving the medical reason

necessitating such leave of absence. The leave shall end no later than three (3) months following delivery. Seniority consideration will be the same for pregnancy leaves as for personal leaves.

### **Adoption**

An employee shall be granted a leave of absence if adopting a child. Such leave of absence shall end no later than three (3) months following the date the child is in the home. Seniority consideration will be the same for adoption leaves as for personal leaves.

### **Jury Duty**

The Company will grant differential pay to employees who report to serve on jury duty.

### **Military**

The Company will grant differential pay not to exceed two weeks per year to employees who are in the National Guard or the Organized Reserve of the Military Forces, and who are called for temporary duty for training purposes.

### **Funeral**

Employees who have successfully completed their seventy-five (75) day probationary period and who are on a normal workweek schedule and who are actively at work shall be given time off work with pay for three (3) consecutive days, for the purpose of attending the funeral of a member of the employee's immediate family defined as (mother, father, husband, wife, children, brothers, sisters, mother-in-law and/or father-in-law, **grandparents and grandchildren**).

Employees who have successfully completed their seventy-five (75) day probationary period and who are working an alternative workweek schedule of four ten (10) hour days or three eleven and one-half (11-1/2) hour days shall be given time off work with pay for two (2)

consecutive days for the purpose of attending the funeral of a member of the employee's immediate family as defined above.

Proof of family relationship and/or attendance at the funeral may be required.

## **ARTICLE 21 EARNED TIME OFF**

**Section 1.** The Company will grant **earned time off** pay on an annual basis for all employees with over one year continuous employment (actual work time). This benefit is for the purpose of providing income security for employees who are absent from work. **Employees will be paid earned time off for each day they properly report their absence to their department. Proper reporting of absences is defined as reporting prior to the beginning of their shift. Employees taking a leave of absence must use all eligible earned time off.**

- (a) Employees applying for **earned time off** pay must be eligible as set forth in (b) below and must have **messed** at least **one (1)** workday or more duration.
  
- (b) Employees will **accrue earned time off** in accordance with the schedule below:

<b>Completed Years of Work Time</b>	<b>Hours of ETO Credit Per Month</b>
Between 1 & 2	2
2 & 3	2
3 & 4	2-2/3
4 & 5	3-1/3
5 & 6	4
6 & 7	4-2/3
7 & 8	5-1/3
8 & 9	6
9 & 10	6-2/3
10 or more	6-2/3

- (c) Employees completing their first (1st) year of employment (actual work time) will have three (3) days of **earned time off** eligibility. This may be credited to the employee's **earned time off** bank or be paid.
- (d) On each work time anniversary date, current year **earned time off** eligibility will be advanced, based on a full year's **earned time off** accrual as provided in the schedule.
- (e) Current year **earned time off** eligibility is for absence during the twelve (12) months work time following the employee's anniversary date. Current year **earned time off** eligibility will be used by employees prior to using **earned time off** from their bank.
- (f) **Earned time off** pay will be computed on the basis of eight (8) straight time hours per day and paid for full day absences in eight (8) hour increments only for employees assigned to work a five (5) day eight (8) hour a day workweek schedule; will be computed on the basis of ten (10) straight time hours per day and paid for full day absences in ten (10) hour increments only for employees assigned to work a four (4) day ten (10) hour a day workweek schedule; or will be computed on the basis of eleven and one-half (11-1/2) straight time hours per day and paid for full day absences in eleven and one-half (11-1/2) hour increments only for employees assigned to work a three (3) day eleven and one-half (11-1/2) hour a day workweek schedule. Employees assigned to work a three (3) day eleven and one-half (11-1/2) hour a day workweek schedule, who are absent for the entire three (3) day workweek and who have sufficient **earned time off** eligibility will receive forty (40) hours pay for such period of absence.
- (g) An employee may draw **earned time off** pay more than one (1) time during a twelve (12) month period, provided the employee qualified each time and does not exceed the number of days for which the employee qualified through the actual work time.

- (h) If an employee terminates or is terminated for any reason and has used more current year **earned time off** than the employee had earned as of the date of termination, such overpayment will be deducted from **earned time off** bank first, if none, such overpayment will be deducted from final wages.
- (i) **Earned time off may not be taken if a vacation request was denied for the same period.**
- (j) **Earned time off may not be taken once the employee reports to work.**

## **Section 2. Earned Time Off**

- (a) The accumulation of **earned time off** will be permitted to a maximum of **600** hours.
- (b) Full accumulated unused **earned time off** will be paid when an employee dies, takes disability retirement, or who takes retirement at age 62 or after.
- (c) Employees using a portion of accumulated **earned time off** will retain the unused portion and may add to the unused amount until a maximum of **600** hours is reached.

## **Section 3. Unused Earned Time Off**

- (a) Any unused **earned time off** from the current year will, at the option of the employee, be paid to the employee or credited to the employee's **earned time off** bank for future use. Any employee who has more unused **earned time off** than can be banked because the employee's **earned time off** bank is full, shall be paid the excess **earned time off** that exists as of the employee's work time anniversary date.
- (b) The employee's work time anniversary date will be the date established for qualification and rate of pay for unused **earned time off**

payments. The employee must be on the payroll on the employee's anniversary date to be eligible for payment.

- (c) Each employee will designate whether they wish to receive the pay or deposit the balance into the bank. This designation will remain in effect unless changed by the employee at least **thirty (30)** calendar days prior to the employee's next anniversary date.
- (d) Unused **earned time off** will be paid on the second payday in the month following the employee's anniversary date.

## ARTICLE 22

### **GROUP LIFE, MEDICAL, ACCIDENT AND SICKNESS DISABILITY BENEFIT, DENTAL AND VISION PLANS\***

#### **Section 1. Employee Medical Plan Contribution**

The Medical Plan Coverage is that negotiated between the parties and the employee monthly contribution rate for this coverage is as follows:

	Employee Only	Employee & Dependents
Effective January 1, 1997 through December 31, 2001 Employee Share	\$12.00	\$36.00
<b>Effective January 1, 2002 through December 31, 2005</b> Employee Share	<b>\$16.00</b>	<b>\$48.00</b>

Effective January 1, 1997, active employee contributions may be made on a pre-tax basis in accordance with IRS regulations.

**The following benefits remain in effect at no cost to the employees.**

Base Life  
Accidental Death and Dismemberment Insurance  
Accident and Sickness Disability Coverage  
Dental  
Vision

**\*See appropriate benefit booklet for details on the above benefits along with the new employee paid Long-Term Disability benefit.**

## **Section 2. Group Life Insurance\***

Effective January 1, 1997, Company paid base life coverage is provided at one-half (1/2) times base annual salary. Base annual salary equals base hourly rate times 2080 hours updated annually. (Minimum \$17,500 base life coverage) Employees may, at their option and at their cost, enroll in additional group life and accidental death and dismemberment coverage. The following options are **available only to those employees who were grandfathered in Plan B:**

1. One-half (1/2) times base coverage.
2. One (1) times base coverage.
3. Three (3) times base coverage.
4. Five (5) times base coverage.

**Plan A participants may select from the following plan options:**

1. One (1) times annual base pay.
2. Two (2) times annual base pay.
3. Three (3) times annual base pay.
4. Four (4) times annual base pay.
5. Five (5) times annual base pay.

The cost of this additional insurance coverage will be paid by the employee at the premium rate in effect.



**\*See Life Plan Booklet for details regarding coverage and benefits.**

### **Section 3. Group Dental Plan\***

The Company will provide funding as necessary to continue existing benefit levels, as agreed to by the parties, for employees and dependents.

Effective January 1, 2002, the orthodontic benefit provided for dependent children up to age 23 will be increased to 50% of \$3,500 up to a lifetime maximum of \$1,750.

**\*See Dental Plan Booklet for details regarding coverage and benefits.**

### **Section 4. Vision Plan\***

The Company will provide funding as necessary for a Vision Plan for active employees and their eligible dependents which, effective January 1, 2002, provides one (1) exam, lens and frame one (1) time every twenty-four (24) months for each family member utilizing a network provider.

**\*See Vision Plan brochure for details regarding coverage and benefits.**

### **Section 5. Layoff Continuation Coverage**

Effective July 31, 1972, employees placed on layoff may, at their option, continue coverage of the Raytheon Aircraft group life, medical and/or dental plans upon payment of the full monthly cost, which will include both the employee and the Company monthly contribution.

Employees who choose to continue their coverage during layoff must make known, in writing, their choice to do so within sixty (60) days of layoff. The employee's monthly cost will be paid on the date and in the amount specified by the Company.

Once the employee elects to continue group coverage and later drops it while on active recall status, the employee may not again secure coverage until the employee is recalled. The employee will have dropped coverage either by notification, in writing, to the Company to this effect, or through failure to pay the required contributions on the date specified.

This extended coverage will terminate at the end of the month in which the employee's seniority is broken or 5 years whichever occurs first.

\*See Group Life, Medical and/or Dental Booklet for details

### **Section 6. Early/Disability Retiree Coverage**

Employees who have reached age 62 and who retire early and employees placed on disability retirement, who receive payment of retirement benefits on or after August 3, 1987, may, subject to all conditions provided in this Section, at their option, continue the employee only option of the group coverage upon payment of the employee share as determined by the following schedule:

<u>DATE EARLY/DISABILITY RETIREMENT BEGAN</u>	<u>EMPLOYEE ONLY MONTHLY CONTRIBUTION</u>
August 3, 1987 through December 31, 1993	\$4.08
January 1, 1994 through September 30, 1994	\$8.00
October 1, 1994 through December 31, 1996	\$8.00 plus any future cost increase as indicated below
January 1, 1997 through December 31, 2001	\$12.00 plus any future cost increase as indicated below
January 1, 2002 and forward	\$16.00 plus any future cost increases as indicated below.

Such employees may, at their option, continue dependent coverage upon payment of the full cost for dependent coverage. These coverages may continue for a maximum period to age 65 for the retiree and the earlier of five (5) years maximum or up to age 65 for the spouse.

Effective October 1, 1994, the Company's contribution for early retiree and retiree dependent(s)' medical cost for employees who early/disability retire on or after October 1, 1994, will not exceed the amount of the Company's contribution during the period October 1, 1993, through September 30, 1994. All future cost increases effective on and after October 1, 1994, shall be paid by the retiree. Employees who have taken early/disability retirement prior to October 1, 1994, shall not be affected by this provision of the contract.

Employees choosing to continue group insurance when taking early retirement at age 62 or after or who go on disability retirement must notify the Company, in writing, on or before the tenth day following the end of the month in which the employee retires of the employee's choice. The employee's monthly contribution will be made on the date and in the amount specified by the Company.

Once the employee elects to continue group coverage and later drops it, the employee may not again secure coverage. The employee will have dropped coverage either by notification, in writing, to the Company to this effect, or through failure to pay the required contributions on the date specified. **\*See the appropriate Group Life, Medical, or Dental Benefit Booklets for details.**

Employees hired after August 1, 1993, shall not be eligible for early retiree medical benefits except as is available through the COBRA Coverage Continuation Option.

## **Section 7. Accident and Sickness Disability**

Effective August 6, 2001, an Accident and Sickness Disability benefit of \$350 per week will be paid for up to 13 weeks for disabilities resulting from a nonwork related accident or sickness. Such disability must have begun on or after August 6, 2001. Payment will begin the first day after an

accident or the eighth day of sickness. Employees must use all current and banked **earned time off** eligibility before disability payments begin.

## **Section 8. Other Plan Changes**

Effective January 1, **2002**, other selected provisions of the Raytheon Aircraft Group Life, Medical, Accident and Sickness Disability Benefit, Dental and Vision Plans will be revised as agreed between the parties as noted in the **2002** group benefits booklets.

### **ARTICLE 23 RETIREMENT PROGRAM**

The Company will provide retirement benefits for Raytheon Aircraft Company employees as follows:

- (a) Effective October 1, 1969, retirement benefits will be prorated and calculated on the basis of full months rather than calculating benefits on the basis of full years.
- (b) Effective October 1, 1969, in the event of an employee's death before retirement, who is age 55 and had five (5) years of credited service, the surviving spouse will receive the difference between ninety (90) times credited monthly retirement benefit and total group life insurance benefits payable if the calculated retirement amount is greater than group life insurance benefits.
- (c) Effective August 6, **2001**, retirement income benefits will be **\$38.00** per month per year for all credited service for employees who retire on or after August 6, **2001**.
- (d) Effective August 5, **2002**, retirement income benefits will be **\$39.00** per month per year for all credited service for employees who retire on or after August 5, **2002**.

- (e) Effective August 4, 2003, retirement income benefits will be \$40.00 per month per year for all credited service for employees who retire on or after August 4, 2003.
- (f) Effective August 2, 2004, retirement income benefits will be \$41.00 per month per year for all credited service for employees who retire on or after August 2, 2004.
- (g) Effective August 5, 1996, the early retirement reduction factors have been improved for participants who retire on or after August 5, 1996, after reaching age 55 with five (5) years of credited service with the Company, to the following percentages:

Age When Pension Payments Begin	Percentage of the full Pension you will receive
55	50%
56	55%
57	60%
58	65%
59	70%
60	80%
61	90%
62	100%

- (h) Effective August 7, 1978, for participants who retire on or after June 1, 1977, credit will be given for purposes of vesting and benefit accrual for periods of service with the Armed Forces of the United States into which the employee entered from active employment with the Company, provided such employee returns directly therefrom without any intervening employment within the period prescribed by the law for the retention of re-employment rights after the employee is first entitled to discharge from the Armed Forces to active employment with the Company.
- (i) Employees hired after August 1, 1993, will become eligible for plan participation upon completion of one (1) year's active service and being twenty-one (21) years old. Upon meeting

eligibility requirements, participation date shall revert to the employee's latest date of hire.

**\*See current retirement booklet for details of the retirement program.**

## **ARTICLE 24 RAYSOP/RAYSIP 401(K)**

Effective August 20, 1984, the Company shall provide, to all eligible employees at no cost to such employees, the Raytheon Stock Ownership Plan (RAYSOP) subject to all its terms and conditions.

Effective July 1, 1989, establish a 401(k) plan for hourly rated employees the same as currently provided to Raytheon Aircraft salaried employees subject to all of the terms and conditions of the Plan.

## **ARTICLE 25 GOVERNMENT REGULATIONS**

**Section 1.** The Company and the Union mutually agree that if any law or regulation of the applicable state or the United States Government conflicts with the terms of this Agreement, then the terms of this Agreement shall be amended automatically to conform to said law or regulation.

**Sections 2.** Both parties to this Agreement will abide by all valid applicable nondiscrimination laws.

## **ARTICLE 26 TECHNOLOGY CHANGES**

The Company and the Union have discussed their mutual concerns relating to the effects of technology upon the employees and reconfirm the right of the Company to make technology changes. The Union has expressed its desire that existing employees be trained to perform bargaining unit jobs created or changed by such technology. Therefore, it is agreed: 1) the Company **will** train employees in an occupation due to the introduction of

new equipment, the senior employee in the occupation and department affected will be given first consideration for such training; 2) upon request of the Union concerning specific technological changes made by the Company, the Company and Union will discuss the effects of such changes on employees covered by this Agreement; 3) the Company and the Union will meet each April and October of each year to determine if there is a need to discuss possible training of employees for bargaining unit jobs created or changed by technology. If a need is identified, a Training Advisory Committee consisting of three (3) representatives selected by the Union and three (3) representatives selected by the Company will meet to discuss the same.

The Company will assume all costs of administering the Training Advisory Committee. If technological changes result in downgrading or laying off employees, the same shall be handled in accordance with appropriate provisions of this Agreement. The three (3) union representatives of the Training Advisory Committee will be paid for all time spent in committee meetings with the Company. **Any employee to be laid off as a direct result of new technology will be offered the opportunity to fill open bargaining unit positions for which the employee is qualified or may be reasonably trained.**

**The parties agree to explore the implementation of the International Association of Machinists and Aerospace Workers High Performance Work Organization upon ratification of this contract.**

## **ARTICLE 27 INTENT AND PURPOSE**

It is the intent of the parties hereto that this Agreement, with respect to rate of pay, hours of work, and conditions of employment, shall be observed by the Company, the Union, and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes, or other interference with the work of the Company during the life of this Agreement; and to promote harmonious relations between the Company, its employees, and the Union.

The Company and the Union reaffirm their adherence to the principle of a fair day's work for a fair day's pay.

The Union, therefore, agrees that it will cooperate with the Company and support its efforts to assure a full day's work on the part of its members and that it will support programs and policies which combat absenteeism and any other practices which restrict production. It further agrees that it will support the Company in its efforts to eliminate waste in production; conserve materials and supplies; improve the quality of workmanship; prevent accidents; and strengthen good will between the Company, the employee, the customer, and the public.

## **ARTICLE 28 SUBCONTRACTING**

**Section 1.** The Company and the Union share a common long term interest of providing job stability for the workforce to the extent practicable. In today's global economy, the granting of offsets and/or arrangements for subcontracting may be necessary for the Company to attain business that contributes to the goal of workforce stability. The Company will not abuse its right to subcontract. The Company has the right to subcontract and make offset commitments of work and to designate the work to be performed by the Company and the places where it will be performed.

**Section 2.** Bargaining unit employees will not be laid off as a direct result of contract employees working in the plant.

The Company will review with the Union each **month** the occupations where contract employees are performing work. Where such work has extended past a ninety (90) day period, the Company will discuss with the Union the reason and its actions to eliminate the need for the contract employee. **No contract employee will work longer than one year in any facility covered by this agreement.**



**Section 3. Subcontracting Committee - The Union will appoint three (3) representatives to meet with the Company on subcontracting issues.**

**The Company shall inform the Union of any tentative subcontracting decisions concerning work currently being performed by Bargaining Unit employees, if such decisions would have a direct adverse impact on the number of Bargaining Unit employees. Such notification will not be required if the need to subcontract work is caused by an emergency situation. If labor costs are a factor in such decisions the following procedure will apply.**

- (a) Upon receipt of such notification, the Union representatives will have fifteen (15) days to meet with the Company to study the proposal and the methods and processes associated with the pending decision.**
- (b) If necessary, the Company and Union representatives will work with management in the department to improve methods and processes. However, no decision will be delayed more than thirty (30) days from the initial Company notification to the Union, unless extended by mutual agreement between the Company and Union.**
- (c) The Union will keep confidential, and not disclose, any information provided pursuant to this section which the company designates as not subject to disclosure pursuant to a confidentiality agreement.**
- (d) Any employee to be laid off as a direct result of subcontracting will be offered the opportunity to fill open bargaining unit positions for which the employee is qualified or may be reasonably trained.**

**Section 4. The Subcontracting Committee will meet with the Company twice each year (April and October) to review offset agreements.**

**ARTICLE 29**  
**DURATION OF AGREEMENT**

This Agreement shall become effective August 6, 2001, and shall supersede all previous Agreements and shall remain in force through July 31, 2005.

The terms and conditions of the Agreement may be amended at any time by mutual consent of the parties hereto by serving ninety (90) days written notice specifically mentioning the changes desired, and no other section of the Agreement shall be affected by said notice.

In the event notice to the contrary is not given by either of the contracting parties to the Contract to the other contracting party to this Contract prior to sixty (60) days before July 31, 2005, this Contract shall automatically continue in full force and effect for one year beyond July 31, 2005 and will be extended in a like manner for each succeeding year thereafter.

During the life of this Agreement, there shall be no lockout on the part of the Company or strikes on the part of the employees.

Dated and signed this 6th day of August, 2001.

RAYTHEON AIRCRAFT COMPANY

/s/ DAN DYMARKOWSKI  
Director - Labor Relations

/s/ BILL PATTERSON  
Director - Premier Program

/s/ MIKE VISCOSI  
Director - Manufacturing

/s/ JOHN DIEKER  
Director - Aircraft Assembly

- /s/* SCOTT WARD  
Manager - Labor Relations
- /s/* GWEN BELMONT  
Labor Relations Representative
- /s/* DAN ALMASY  
Labor Relations Representative

## INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

- /s/* GARY ALLEN  
Aerospace Coordinator
- /s/* STEVE ROONEY  
President and Directing Representative, District 70
- /s/* RITA ROGERS  
Assistant Directing Business Representative, District 70
- /s/* CHARLOTTE SUND  
Business Representative, District 70
- /s/* TIM ANDERSON  
LOCAL 733
- /s/* MARCUS GERMAN  
LOCAL 733
- /s/* SHAUN JUNKINS  
LOCAL 733
- /s/* PAT MAXY  
LOCAL 2328
- /s/* BRUCE ROBERDS  
LOCAL 733

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## 2001

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