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Rohr, Inc., operating as
Goodrich Aerostructures Group

AGREEMENT

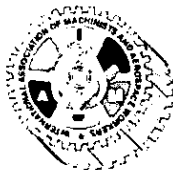
EFFECTIVE FEBRUARY 17, 2003
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AERONAUTICAL MECHANICS
LODGE NO. 755

INTERNATIONAL ASSOCIATION
OF MACHINISTS AND
AEROSPACE WORKERS
A.F.L. - C.I.O.
CHULA VISTA



**There is a
YOU
in Safety**

Think Safety

Work Safety

Promote Safety

1<# 4088

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AGREEMENT
between
ROHR, INC.
Chula Vista, California
and the
INTERNATIONAL ASSOCIATION
of
MACHINISTS
and
AEROSPACE WORKERS
and its affiliated
AEROSPACE/DEFENSE INDUSTRY
RELATED LODGE NO. 725,
and its affiliated
AERONAUTICAL MECHANICS
LODGE NO. 755
A.F.L.-C.I.O.

912403

Effective 2/17/03 -
2/12/06

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PREAMBLE

1-
2-
3- THIS AGREEMENT ENTERED INTO THIS 17TH DAY OF
4- FEBRUARY, 2003, BY AND BETWEEN ROHR, INC., CHULA
5- VISTA, CALIFORNIA, HEREINAFTER CALLED THE COMPANY,
6- AND THE INTERNATIONAL ASSOCIATION OF MACHINISTS
7- AND AEROSPACE WORKERS AND ITS AFFILIATED AERO-
8- SPACE/ DEFENSE INDUSTRY RELATED LODGE 725, AND ITS
9- AFFILIATED AERONAUTICAL MECHANICS LODGE NO. 755,
10- A.F.L.-C.I.O., HEREINAFTER CALLED THE UNION, TO BE IN
11- EFFECT SUBJECT TO AND IN ACCORDANCE WITH THE
12- PROVISIONS OF SECTION 37 (TERM) HEREOF, AND SHALL
13- CONSTITUTE THE SOLE AGREEMENT BETWEEN THEM
14- EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT.
15- THE COMPANY AND THE UNION EACH ACTING THROUGH
16- THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES AND
17- DESIRING TO PROMOTE AND MAINTAIN THE HARMONIOUS
18- RELATIONS BETWEEN THE COMPANY AND ITS EMPLOYEES,
19- PROMISE AND AGREE AS FOLLOWS:
20-

SECTION 1. RECOGNITION

21-
22-
23- **1.01** The Company recognizes the Union as the exclusive collective
24- bargaining agent for the purpose of representing all produc-
25- tion, inspection, and maintenance employees of the Company
26- in the classifications as specified in Appendix "A" who are
27- permanently assigned to existing plants and facilities maintained
28- by the Company in San Diego County and to which this con-
29- tract is presently applied, unless such plant or facility has a
30- lawfully designated Bargaining Unit other than the Union, or
31- who are on permanent assignment to other locations from the
32- Chula Vista plant. In addition, the Company will recognize the
33- Union for all of the production, inspection, and maintenance
34- employees at new plants and facilities within San Diego County
35- performing such work that are extensions of Appendix "A" clas-
36- sifications. Excluded are all employees whose major duties
37- involve clerical, technical, professional work; guards, firemen,
38- timekeepers, and Supervisors as defined in the Labor Manage-
39- ment Relations Act of 1947, as amended.
40-

SECTION 2. MANAGEMENT

41-
42-
43- **2.01** The management of the Company and the direction of the work
44- force is vested exclusively in the Company subject to the terms
45- of this Agreement. All matters not covered by this Agreement

1- may be for its duration administered by the Company. Com-
2- *plaints or disputes concerning the exercise of any Company*
3- *prerogatives shall constitute a grievance and shall be processed*
4- *through the Grievance Procedure.*
5-

6- **SECTION 3. UNION MEMBERSHIP**

7-
8- **3.01** *All employees, for each month they are in the Bargaining Unit*
9- *and on the active payroll, must as a condition of employment*
10- *be members of the Union and pay monthly membership dues*
11- *with original initiation fee or reinstatement fees. Union dues*
12- *beginning with the calendar month following the month in which*
13- *they accumulate thirty (30) calendar days' service in the Bar-*
14- *gaining Unit after their last date of entry or reentry into the*
15- *Bargaining Unit; provided, however, no employee will be re-*
16- *quired to pay membership dues for the calendar month in which*
17- *he/she enters or reenters the Bargaining Unit.*
18-

19- **3.02** *Before any termination of employment pursuant to this Section*
20- *becomes effective, the employee involved shall first be given*
21- *notice in writing by the Company to pay the prescribed initia-*
22- *tion fee, reinstatement fees, Union dues, and/or all delinquent*
23- *dues within ten (10) working days after notification from the*
24- *Union to the Company. If the Company is unable to contact the*
25- *employee, due to absence from work (vacation, sickness, etc.),*
26- *then the ten (10) working day period will commence upon his/*
27- *her return to work. If the employee fails to pay the initiation*
28- *fee, reinstatement fee, Union dues, and/or all delinquent dues*
29- *within the ten (10) working days, the Company shall terminate*
30- *the delinquent employee at the completion of his/her work shift*
31- *on the tenth (10th) working day after notification to the Com-*
32- *pany from the Union. If such fees and/or all dues are tendered*
33- *to the Union by money order within ten (10) working days after*
34- *the employee receives the notification from the Company, his/*
35- *her dismissal hereunder shall not be required.*
36-

37- **SECTION 4. UNION DUES DEDUCTIONS**

38-
39- **4.01** *The Company shall deduct Union membership dues, original*
40- *initiation fees, and reinstatement fees as applicable from the*
41- *wages of employees upon the following conditions and at the*
42- *time and in the manner hereinafter provided.*
43-

44- A. *Deductions will be made from the wages of any employee*
45- *who has executed and delivered to the Company each time*

1- he/she enters or reenters the Bargaining Unit a written au-
2- thorization in one of the following forms: Membership Dues,
3- Initiation Fee, and Reinstatement Fee Authorization:
4-

5- NAME: _____
6- FIRST MIDDLE LAST DEPT. SHIFT
7- EMPLOYEE NO. _____ HIRE DATE _____
8-

9- **DUES DEDUCTION - AUTHORIZATION AND**
10- **ASSIGNMENT TO ROHR, INC., CHULA VISTA,**
11- **CALIFORNIA (herein called the Company)**
12-

13- You are hereby authorized:
14-

- 15- 1. To deduct from my wages each month such sum as shall
16- have been certified by the International Association of
17- Machinists and Aerospace Workers, Local Lodge No. 755
18- (herein called the Union) as owed by me to the Union as
19- and for membership dues, and original initiation fee, and/or
20- reinstatement fee. Such deduction shall be made in accor-
21- dance with the provisions of the Collective Bargaining
22- Agreement between the Company and the Union.
23-
24- 2. To remit all sums so deducted to the Financial Secretary of
25- Local Lodge No. 755.
26-

27- **4.02** Each current month's deduction as authorized will be deducted
28- from an employee's check due on the first Friday of each month,
29- provided:
30-

- 31- A. An authorization card has been received by Payroll not later
32- than noon on Wednesday of the week preceding the week
33- of deduction as provided above, and has not been revoked.
34-
35- B. The Union has certified in writing to the Company not later
36- than the fifteenth (15th) day of the month the amount of
37- such dues.
38-
39- C. The initial deduction for initiation fee, reinstatement fee or
40- Union membership dues will be made during the month
41- following the month the employee accumulates thirty (30)
42- calendar days in the Bargaining Unit.
43-
44-
45-

1- **4.03** An original initiation fee or reinstatement fee will be deducted
2- as applicable when the first month's membership dues are de-
3- ducted from the wages of an employee, provided the Union has
4- notified the Company of the amount of such initiation fee or rein-
5- statement fee not later than the fifteenth (15th) day of the month.

6-
7- **4.04** The Company shall on or before the first (1st) Friday of each
8- month furnish the following information to the Financial Sec-
9- retary of Local Lodge 755:

10-
11- **MEMBERSHIP DUES:**

12-
13- A. The total amount of monthly dues, original initiation fees
14- and reinstatement fees deduction.

15-
16- B. The names, employee numbers and amounts from whose
17- wages such deductions have been made.

18-
19- C. The names of employees from whose wages no deductions
20- were made because their paychecks were insufficient to
21- enable the Company to make appropriate deduction.

22-
23- D. The Company shall, at the same time, remit to the Finan-
24- cial Secretary of the Union its check for the amounts shown
25- above.

26-
27- **4.05** In the event an employee's earnings are insufficient to cover the
28- deductions provided above, or the authorization card is received
29- after the time specified above, the Company will deduct the
30- amounts owing therefore from the employee's paycheck when
31- sufficient funds are available. In the event that the employee is
32- absent from work due to vacation, jury duty leave, paid sick
33- leave, bereavement leave, military encampment leave, Union
34- leaves, the Company will deduct for that time unless notified in
35- writing by the Union.

36-
37- The Union agrees to reimburse the Company for any dues, ini-
38- tiation or reinstatement fees that the Company erroneously
39- deducts from any employee's wages, but it shall be the
40- Company's responsibility to correct any mistakes that the Com-
41- pany has made, with the individual employees involved. The
42- Company shall, four times each year, in the months of January,
43- April, July and October, furnish two copies of a list to the Union
44- of all employees in the Bargaining Unit. This alphabetical list-
45- ing shall include all of the following information:

1- A. Employee name, number, and department

2- B. Current address

3- C. Payroll dues deduction, if any

4- D. Social Security Number

5- 4.06 The Company will notify each employee who enters or reenters
6- the Bargaining Unit of his/her obligation to pay membership
7- dues as a condition of employment in accordance with this Sec-
8- tion and will issue to the employee the following two cards:

9- A. Dues Deduction - Authorization and Assignment.

10- B. Election to Pay Directly to Union.

11- 4.07 The following is the form to be used when an employee elects
12- to pay Union dues directly to the Union:

13- NAME: _____
14- FIRST MIDDLE LAST DEPT. SHIFT
15- EMPLOYEE NO. _____ HIRE DATE _____

16- **ELECTION TO PAY DIRECTLY TO THE UNION**

17- I elect to meet the conditions of my continuing employment as
18- required under the Collective Bargaining Agreement applicable
19- to that employment by paying Union dues directly to Interna-
20- tional Association of Machinists and Aerospace Workers, Local
21- Lodge No. 755, on a monthly basis.

22- I understand that I must make such payments commencing with
23- the month following the month in which I have accumulated
24- thirty (30) calendar days of service in the Bargaining Unit and
25- by the fifteenth (15th) day of every month that I am on the
26- active payroll in the Bargaining Unit thereafter; provided, how-
27- ever, I will not be required to make such payments for the
28- calendar month in which I enter or reenter the Bargaining Unit.

29- Date _____

30- Employee's Signature _____

31- The employee will acknowledge such notification and receipt
32- of the two cards in writing on the form as set forth below. He/

1- she will further agree in writing on such form to sign and return
2- one of the two cards to the Company within thirty (30) calendar
3- days of accumulated service after his/her entry or reentry into
4- the Bargaining Unit to signify which method of fulfilling his/
5- her obligation he/she has selected.

6-
7- **EMPLOYEE SELECTION**

8-
9- I understand that in order to fulfill the conditions of my con-
10- tinuing employment under the Collective Bargaining Agreement
11- applicable to that employment, I must pay through payroll de-
12- ductions or directly to the International Association of Machinists
13- and Aerospace Workers, Local Lodge No. 755, Union dues. I
14- further understand that I must make such payments commencing
15- with the month following the month in which I have
16- accumulated thirty (30) calendar days of service in the Bargain-
17- ing Unit; provided, however, I will not be required to make such
18- payments for the month in which I enter or reenter the Bargaining
19- Unit. I hereby agree to sign and return to the Company within
20- such thirty (30) calendar days one of the three attached cards to
21- indicate which means of meeting this obligation I have elected.

22-
23- Date _____

24- Employee's Signature _____

25-
26- **4.08** The Union shall indemnify and save the Company harmless
27- against any and all claims, demands, lawsuits or other forms of
28- liability that may arise out of or by reason of action taken by the
29- Company in making payroll deductions as herein provided or
30- in complying with the Union Membership Section.

31-
32- **4.09** No action shall be taken pursuant to this procedure which contra-
33- venes any local, state, or federal statute or other applicable law.

34-
35- **4.10** The Company shall furnish to the Union on a weekly basis the
36- following information:

37-
38- A. A payroll change list.

39-
40- B. An employee hire list.

41-
42- C. A termination check register.

43-
44- D. Medical Leave of Absence and Return From Medical Leave
45- list.

1- **SECTION 5. STRIKES AND LOCKOUTS**
2-

3- **5.01** During the life of this Agreement, no work stoppages, strikes,
4- slowdowns, or lockouts shall occur for any cause whatsoever.
5-

6- **5.02** The Union agrees that, as a part of the consideration of this
7- Agreement, it will, within twenty-four (24) hours, take steps to
8- end any unauthorized work stoppages, strikes, intentional slow-
9- downs, or suspension of work, and shall notify its members by
10- newspaper and Company and Union bulletin boards of such vio-
11- lation of this Agreement, and instruct its members to return to
12- work immediately.
13-

14- **5.03** The Union agrees that it will not assist employees participating
15- in such unauthorized work stoppages, strikes, intentional slow-
16- downs, or suspension of work against whatever action the
17- Company may take as a disciplinary measure, which disciplin-
18- ary action shall be subject to the regular Grievance Procedure.
19-

20- **5.04** As part of the consideration of this Agreement, provided the
21- above stated provisions are fully complied with, the Company
22- agrees that the Union, its officers, agents, or nonparticipating
23- members shall not be held liable for damages for work stop-
24- pages, strikes, intentional slowdowns, or suspension of work
25- which have not been properly authorized.
26-

27- **SECTION 6. UNION REPRESENTATION**
28-

29- **6.01 STEWARDS:**
30-

31- A. As designated in writing by the Union through its Chief
32- Shop Steward, there may be one (1) Steward for each sixty-
33- five (65) employees or fraction thereof, per shift count, for
34- those employees covered by the Bargaining Unit. A Stew-
35- ard will be permitted to take such time off, normally not to
36- exceed one-half (1/2) hour per shift, non-accumulative, at
37- a time mutually agreed upon by the Steward and Supervi-
38- sor as is required for the discussion of an employee's
39- grievances concerning wages, hours, and working condi-
40- tions with an employee under their jurisdiction. This time
41- off is not to be used for the purpose of Union membership
42- solicitation, collecting dues, or other Union business.
43-
44-
45-

- 1- B. An employee may interrupt his/her work to contact a Stew-
2- ard after he/she has notified and received the Supervisor's
3- permission. Such request shall not be unreasonably denied.
4-
5- C. It is agreed that the contacts which are permitted on Com-
6- pany time will not be more frequent or longer than the matter
7- for discussion reasonably requires.
8-
9- D. Under circumstances considered practical, the Company and
10- the Union may mutually agree to a greater ratio of Stew-
11- ards in selected areas and may also adjust by mutual
12- agreement the required number and location of Union Stew-
13- ards, particularly in cases of outlying areas separated
14- geographically from their departments. In accordance with
15- past practice, the Company may request and the Union will,
16- within thirty (30) days, reduce the number of Stewards to
17- conform to the specified ratio herein. If the Union fails to
18- comply with the reduction by the thirtieth (30th) day, the
19- Company shall reduce the most senior Steward to comply with
20- the required ratio until the Union takes appropriate action.
21-
22- E. The Steward shall be paid by the Company at his/her regu-
23- lar rate of pay for time spent for the processing of grievances
24- and settlement of employees' problems concerning wages,
25- hours, and working conditions. Such payment to the Stew-
26- ard shall be only for time spent on his/her regular shift in
27- processing such grievances (normally not to exceed one-
28- half (1/2)-hour per day) and those meetings approved by
29- the Human Resources Department. Payment for time spent
30- in such meetings must be approved by the Human Resources
31- Department prior to such meeting.
32-
33- F. Whenever employees under the jurisdiction of a Union
34- Steward are required to work overtime on Saturday, Sun-
35- day or on a paid holiday, the Steward may designate one of
36- the employees within the group as an alternate Steward, in
37- his/her absence on those days, to handle emergency dis-
38- putes, by so notifying his/her Supervisor prior to the end of
39- his/her last shift.
40-
41- G. Under normal circumstances, the Company will notify the
42- Steward before a discharged employee leaves the plant prop-
43- erty. It is understood that there will be times, such as an
44- altercation between employees, which would deem it im-
45- practical to make such notifications.

1- H. An alternate Steward may be appointed by the Steward of
2- the area should the regularly assigned Steward be absent
3- from the plant for one-half (1/2) day or more. The Chief
4- Shop Steward will advise the Human Resources Department,
5- in writing, in advance of such appointment.
6-

7- **6.02 CHIEF SHOP STEWARD:** There shall be one (1) Chief Shop
8- Steward on first shift assigned to the plant who shall be elected
9- by the elected Shop Stewards of the IAM at Rohr, Inc. A letter
10- certifying the results will be provided by the Business Representative assigned to Rohr, Inc.
11-
12-

13- It is further agreed that the Chief Shop Steward will be assigned
14- to a classification.
15-

16- The Chief Shop Steward will be placed on his/her department
17- overtime roster and will be eligible to participate in weekend
18- and holiday overtime opportunities only. Due to the Chief Shop
19- Steward duties and responsibilities, he/she will not be offered
20- overtime work during the week in his/her department. In order
21- to maintain the appropriate overtime balance, if his/her name
22- comes up in the overtime rotation during the week, he/she will
23- be charged as if he/she were asked or worked the overtime.
24-

25- Additionally, the Company will not be held liable for grievances
26- arising because of failure of any of the responsible parties (Chief
27- Shop Steward or Supervisor) to record the overtime properly
28- for any hours resulting in an imbalance.
29-

30- It is the responsibility of the Chief Shop Steward to contact the
31- department Supervisor to find out if there are weekend and holiday
32- overtime requirements.
33-

34- An alternate Chief Shop Steward may be appointed by the Chief
35- Shop Steward should the regularly assigned Chief Shop Steward
36- be absent from the plant for one-half (1/2) day or more. The
37- Chief Shop Steward will advise the Human Resources Department
38- in writing in advance of such appointment.
39-

40- **6.03 BUSINESS REPRESENTATIVE:** One (1) or more Business
41- Representatives of the Union, accredited to the Company by the
42- Union, shall have access to the Company's plants during work
43- hours to contact Stewards, to discuss employees' problems concerning
44- working conditions, and to investigate complaints and grievances. No Business Representative shall enter any plant of
45-

1- the Company unless and until he/she shall have first notified
2- the Human Resources Department. The Company shall not im-
3- pose regulations which will have the effect of excluding the
4- Business Representative from the plants of the Company or of
5- rendering ineffective the intent of this provision, subject to the
6- provisions of the Security Section of this Agreement.
7-

8- SECTION 7. NONDISCRIMINATION 9-

10- **7.01** The Company and the Union agree that the provisions of this
11- Agreement shall apply to all employees in the Bargaining Unit
12- without discrimination, and in carrying out their respective ob-
13- ligations under this Agreement, neither party will discriminate
14- against any employee because of such individual's race, creed,
15- color, age, sex, national origin, or disability as defined under
16- State or Federal law.

17-
18- The use of the masculine or feminine gender in this Agreement
19- shall be construed as including both genders.
20-

21- SECTION 8. BULLETIN BOARDS 22-

23- **8.01** The Company shall continue to supply on its premises, and in
24- prominent places, Union bulletin boards at locations mutually
25- agreed upon between the Union and the Company. Such boards
26- may be used by the Union for bulletins and notices, which shall
27- be presented to the Human Resources Department prior to post-
28- ing and confined to the following:
29-

- 30- A. Notices of Union recreational and social affairs.
- 31-
- 32- B. Notices of Union elections.
- 33-
- 34- C. Notices of Union appointments and results of Union elections.
- 35-
- 36- D. Notices of Union meetings.
- 37-
- 38- E. Notices filed in accordance with the provisions of Para-
39- graph 5.02 of this Agreement.
40-

41- **8.02** These bulletins and notices shall be used only for the purpose
42- of notifying employees within the Bargaining Unit of Union
43- business. Such bulletins and notices shall not be used or di-
44- rected to employees out of the Bargaining Unit for Union
45- business and shall not be used for the Union organizational

1- activities and/or for the solicitation of Union membership. Such
2- bulletins and notices shall be either on Union stationery or clearly
3- identified as approved Union issuances and shall bear the sig-
4- nature of an authorized Union officer. All Union bulletins and
5- notices shall be posted by the Union Business Representative,
6- or his/her authorized representative.
7-

8- SECTION 9. WORKDAY AND WORKWEEK 9-

10- **9.01** For pay purposes only, the workweek shall begin at 12:00 (mid-
11- night) on Sunday and end at 12:00 (midnight) the following
12- Sunday. The normal workweek shall consist of forty (40) hours
13- and five (5) consecutive days from Monday through Friday in-
14- clusive, except for third shift which shall consist of thirty-two
15- and one-half (32-1/2) hours, Monday through Friday inclusive.
16-

17- **9.02** Nothing in this Agreement shall be construed as a guarantee of
18- hours of work per day or per week.
19-

20- **9.03** In the event the Company deems it advisable to work all em-
21- ployees on a short workweek, employees will be notified in
22- advance which days are to be worked and such days worked
23- shall be consecutive. The Company will not change the work-
24- week without first negotiating with the Union.
25-

26- **9.04** Eight (8) hours, consecutive except for the meal period, shall
27- constitute a normal workday, worked within nine (9) consecu-
28- tive hours, except for the third shift, which shall consist of six
29- and one-half (6-1/2) hours, except for the meal period, worked
30- within seven and one-half (7-1/2) consecutive hours.
31-

32- **9.05** The Company shall not be liable for time spent in the plant
33- outside of an employee's regular shift unless such time is spe-
34- cifically authorized by the Company.
35-

36- **9.06** Deduction for time off, whether due to tardiness or other causes,
37- shall not be in excess of actual time lost.
38-

39- **9.07** As used in this Agreement, "First Shift" shall mean the group
40- of employees working between 6:00 a.m. and 4:30 p.m.; "Sec-
41- ond Shift" shall mean the group of employees working between
42- 2:30 p.m. and 1:00 a.m.; "Third Shift" shall mean the group of
43- employees working between 11:00 p.m. and 7:30 a.m. When-
44- ever necessary, the Company may institute lap-over shifts in
45- the established workweek in order that production may not be

1- interrupted. Assignments to such shifts shall be voluntary on
2- the part of the employee. Bonus payments required for lap-over
3- shifts shall be paid in accordance with the amounts specified in
4- Section 12 (Bonus Rates). On special occasions such as the day
5- before the Christmas shutdown or all-employee meetings [lim-
6- ited to no more than two (2) meetings in any one (1) calendar
7- year], the Company may institute changes to the starting or fin-
8- ishing times of employees' shifts. In such instances, employees
9- will not receive overtime pay unless they work greater than eight
10- (8) hours for first or second shift or six and one-half (6-1/2)
11- hours on third shift. The Union will be notified at least 30 days
12- prior to any change in shift starting/finishing times.

13-
14- **9.08** However, should an agency of the State or Federal Government
15- (having competent jurisdiction) make a request for change of
16- work schedules now in effect, the Company may reopen nego-
17- tiations with the Union on such Sections of this Agreement as
18- pertain to hours of work for the sole purpose of considering the
19- objectives desired by the Government.

20-
21- **9.09 IRREGULAR WORKWEEK:** The Company will have the
22- ability to create an Irregular Workweek by the principles out-
23- lined in Memorandum of Understanding No. 18.

24- SECTION 10. SALARIED EMPLOYEES 25- PERFORMING BARGAINING UNIT WORK

26-
27-
28- **10.01** It is not the intent of the Company to have Supervisors or non-
29- represented employees perform work which is within the scope
30- of the Bargaining Unit. The parties recognize that Supervisors
31- and non-represented employees will occasionally perform Bar-
32- gaining Unit work where an emergency condition exists and
33- immediate action is required or instructing employee(s) in the
34- course of their duties with the employee(s) present. They shall
35- not be used to replace or displace Bargaining Unit employees.

36-
37- Emergency condition is defined as danger to life, limb or prop-
38- erty, product, fire, flood, explosion, Acts of God or other
39- conditions beyond the Company's control.

40-
41- In the event the Chief Shop Steward and/or Business Represen-
42- tative believes the provisions of this Section have been abused,
43- he/she may request an immediate meeting to resolve the matter
44- with the appropriate functional representative of Management
45- and the Director of Human Resources.

1- For the purpose of this Agreement, eight (8) hours pay for six
2- and one-half (6-1/2) hours worked on the third shift shall not
3- be referred to as a shift differential bonus. For the purpose of
4- determining straight time rates for third shift employees, the
5- computation for payment is based on:

6-
7-
$$\frac{\text{Base rate plus bonus rate(s)} \times 8}{6-1/2}$$

8-
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For example, if employees had a base rate of \$9.00 per hour, their total compensation would be \$9.00 plus \$.20 bonus rate multiplied by 8 or \$73.60 divided by 6.5 or \$11.32 per hour.

SECTION 13. AUTHORIZED LEAVES OF ABSENCE

13.01 MEDICAL LEAVE: Each employee makes an important contribution to our team and is needed on the job every day in order to meet our cost, schedule and quality commitments. In this respect, prompt and regular attendance is an expectation for all members of the team. If the need arises for time off for medical reasons, medical leaves will be granted.

A. Medical leaves for work related and non-work related illness and injuries will be granted to an employee who completes the Medical Leave Form and submits to his/her Supervisor who will submit the application to the Medical Department for approval. The Medical Department will issue a contact control number for each leave. The renewal of a medical leave should normally follow the same procedure with the employee notifying the Supervisor and then Medical Department of the extension.

Employees must request and be authorized a medical leave for injury or illness on the first day of hospitalization or after 10 consecutive working days have expired. Each leave is non-paid and can last no longer than one year. If a medical leave lasts greater than one (1) year, employees will be laid off. Employees will retain their seniority for an additional thirty-six (36) months after date of layoff. If they are unable to return after this period, they will lose seniority in accordance with Section 22.11 (F).

However, employees who have been on medical leave for twelve (12) months and with twenty-seven (27) or more continuous years of service, may request additional medi-

1- cal leave of absence up to thirty-six (36) months. Such
2- requests for extensions must be accompanied by support-
3- ing medical documentation verifying the need for extension.
4- It is understood if the additional leave is granted the Com-
5- pany will not contribute towards the cost of the employee's
6- Group Health care benefits during this period of time.
7-

8- When returning from a medical leave, the Medical Depart-
9- ment will quickly review (normally within two [2] days) an
10- employee's condition and return him/her to work unless
11- there are unusual circumstances such as inability to contact
12- the employee's treating physician for consultation. Employ-
13- ees who return to work from a medical leave and in the
14- opinion of management and the Medical Department are
15- *incapable of physically performing their normal full time*
16- *duties* will be immediately placed on unpaid leave status
17- until conditions upon which the employee will be allowed
18- to return to work are resolved. In this instance, the urgency
19- to arrive at a win/ win solution that is recognized as in the
20- best interest of all parties. Should the Company and Union
21- not agree on returning an employee to work, an Independ-
22- ent Medical Examiner (IME) and Job Analysis Specialist
23- (JAS) will be employed. The JAS will analyze the
24- employee's job and forward the results to the IME who will
25- make a final and binding decision.
26-

27- If an employee is not physically capable of performing his/
28- her former job, he/she will be allowed, seniority permit-
29- ting, to transfer to an available opening in a previously held
30- classification in which he/ she holds seniority, provided that
31- he/she can satisfactorily perform the full work requirements
32- of the classification. If an opening does not exist, the employee
33- will displace the least senior employee in the previously
34- held classification. An employee so placed will retain his/
35- her present rate of pay or the maximum red circled rate
36- applicable to his/her new classification, whichever is lower.
37-

- 38- B. Treatment or therapy for an accepted work related illness
39- or injury will be scheduled after or before working hours.
40- If the treatment or therapy must occur during working hours,
41- employees will be paid for necessary hours missed up to
42- the end of their normal shift.
43-
44-
45-

1- C. Employees on authorized leave of absence due to occupa-
2- tional illness or injury will continue to accumulate vacation
3- and sick leave credits during the remainder of their current
4- vacation eligibility year.

5-
6- **13.02 MILITARY LEAVES:** Employees who leave the employ of
7- the Company to join the Armed Forces of the United States
8- will be granted military leaves of absence, the conditions of
9- which will be determined by laws of the United States of
10- America concerning such persons.

11-
12- Employees will be granted leaves of absence for military en-
13- campment for a two (2) week period once a calendar year. The
14- Company will reimburse the difference between military pay
15- and the normal workweek pay, excluding weekend pay received
16- from the military.

17-
18- Employees called up to serve in the military due to national/
19- state emergency will be given a leave of absence and paid the
20- difference between their military pay and regular workweek
21- pay for the duration of the leave.

22-
23- **13.03 BEREAVEMENT LEAVES:** Bereavement pay is intended
24- to compensate an employee who has completed his/her proba-
25- tionary period only for time off work for which the employee
26- does not receive compensation. When death occurs in the
27- employee's immediate family (parents, grandparents, grandchil-
28- dren, parent of a current spouse, children, dependent
29- stepchildren, stepparents, brother, sister, and spouse), the em-
30- ployee, on request, will be paid for any three (3) consecutive
31- normally scheduled working days (excluding Saturdays and
32- Sundays), one of which shall be the date of the memorial ser-
33- vice. In the event the memorial service occurs on Saturday,
34- Sunday or a paid holiday, the employee may take the three (3)
35- days immediately adjacent to the day of the memorial service.

36-
37- An employee must make written application within two (2)
38- weeks after return from leave and shall receive the amount of
39- wages he/she would have earned by working during straight-
40- time hours on such scheduled days of work for which he/she is
41- excused (excluding Saturdays and Sundays). An employee will
42- not receive bereavement pay when it duplicates pay received
43- for time not worked for any other reason, unless the memorial
44- service occurs while an employee is on paid vacation, then the
45- vacation may be extended up to three (3) days.

1- **13.04 UNION BUSINESS LEAVES:** Leaves of absence without pay
2- with seniority unimpaired shall be granted to full-time Represent-
3- natives of the Union, not to exceed five (5) employees.
4- Absences from work of members of the Union Negotiating Com-
5- mittee (not to exceed six (6) employees) because of time spent
6- in collective bargaining negotiations with the Company during
7- the ninety (90) day period immediately preceding the termina-
8- tion date of this Agreement will be excused, without pay, and
9- they shall not be subject to Paragraphs 14.04 and 16.03, or lose
10- credits under the Pension Plan, provided that an authorized writ-
11- ten communication from a Business Representative of the Chula
12- Vista Lodge No. 755 or District 725 is received by the Human
13- Resources Department normally not less than twenty-four (24)
14- hours prior to the time off. Time off for Union business other
15- than collective bargaining with the Company will also be ex-
16- cused, without pay, provided that advanced notice, as described
17- above, is received.

18-
19- Absences from work of all other Bargaining Unit employees
20- who are required to perform official Union business will be
21- excused, without pay, provided that advanced notice, as de-
22- scribed above, is received. It is understood that this Section will
23- not be used for other than legitimate purposes.

24-
25- **13.05 PERSONAL LEAVES:** Employees may request a personal
26- leave of absence from their Supervisor for a period no greater
27- than four (4) months. All employees will be treated equitably in
28- the granting of personal leaves. If an employee doesn't return
29- from a personal leave, he/she will lose seniority under Section
30- 22.11 (1). The Union will be notified of employees on personal
31- leave.

32- SECTION 14. VACATION

33-
34-
35- **14.01** Employees will accrue vacation from their first full calendar
36- month of employment. A calendar month is interpreted as a major
37- portion of a month or thirteen (13) regularly scheduled work
38- days. Vacations will not be credited for any fractional part of a
39- month of service. Employees who have nine (9) or less years of
40- continuous service will accrue at the rate of 6.67 hours at the
41- end of each calendar month. Employees who have completed
42- nine (9) years, but less than nineteen (19) years of continuous
43- service from their last date of hire will be credited with 10.00
44- hours at the end of each calendar month of continuous service.
45- Employees who have completed nineteen (19) or more years of

1- continuous service will be credited with vacation according to
2- the following schedule:

	<u>COMPLETED YEARS OF</u>	<u>VACATION HOURS</u>
	<u>CONTINUOUS SERVICE</u>	<u>PER MONTH AT THE</u>
		<u>REGULAR RATE OF PAY</u>
7-	19	13.34
8-	20	14.00
9-	21	14.67
10-	22	15.34
11-	23	16.00
12-	24	16.67

13-
14- The vacation balance, if any, at the expiration of the employ-
15- ment year must be taken within twenty-four (24) months of the
16- date of accrual, or the vacation time will be forfeited and the
17- employee shall receive payment. Employees may request a spe-
18- cial payout of their accrued vacation time during their
19- anniversary month provided they have given 30 days' notice to
20- their Supervisor. Payment will be made on the first biweekly
21- pay day following the end of the anniversary month. Vacation
22- pay will be computed at the regular rate the employee is receiv-
23- ing the pay period prior to the time the employee receives
24- payment, or at the regular rate the employee was receiving on
25- the employee's anniversary date, whichever is higher. (See
26- Memorandum of Understanding). Vacations will be granted at
27- times most desired by employees in seniority order, if vacation
28- request is submitted by January 31, except where production
29- requirements would make such arrangement impractical. How-
30- ever, once the employee's vacation date has been approved, it
31- will not be changed within fourteen (14) calendar days prior to
32- the scheduled date.

33-
34- Vacation time may be granted in eight (8) hour increments. It is
35- understood that application for such vacation usage must be
36- requested and receive Supervisor approval no later than five
37- (5) days prior to the absence. Vacation time can be taken after
38- six (6) months of continuous employment.

39-
40- Vacation can also be taken in four (4) hour increments up to six
41- (6) times in any calendar year, with approval of the Supervisor
42- five (5) days prior to the absence.

1- **14.02** Employees who leave the Company for any reason will receive
2- payment for their credited, accrued and unused vacation.
3-

4- **14.03** Employees will not accrue vacation credit for each major portion
5- of a calendar month such employees are on leaves of absence,
6- or on layoff, except as provided in Paragraph 13.01 (C).
7-

8- **14.04 VACATION ADMINISTRATION:** It is mutually agreed that
9- vacations will be administered in the following manner:
10-

11- A. Employees will receive pay for credited, accrued and un-
12- used vacation when they terminate from the Company.
13-

14- B. Employees who are on a leave of absence shall have their
15- vacation credited each month in accordance with 14.01.
16- However, employees on leave of absence due to occupa-
17- tional illness or injury will continue to accumulate regular
18- vacation credits each month until the end of the next anni-
19- versary month.
20-

21- C. Employees entering military service shall receive payment
22- for unused and credited vacation for the current month in
23- accordance with 14.01 at the time they entered military
24- service.
25-

26- **14.05 VACATION SHUTDOWN:** The Company will have the op-
27- tion of instituting a vacation shutdown during the Thanksgiving
28- week for all employees covered under this agreement. Employees
29- will be required to use vacation, sick/personal leave or take a
30- company convenience leave during this shutdown. If they do
31- not have vacation the Company will advance sufficient vacation
32- hours to those employees requiring vacation time.
33-

34- Management will have the ability to select key Bargaining Unit
35- employees (within their classification) to work this shutdown.
36-

37- This shutdown will cover the three (3) days preceding the
38- Thanksgiving holidays.
39-

40- If this shutdown is scheduled, the Company will notify all em-
41- ployees and the Union leadership ninety (90) days prior to the
42- shutdown.
43-
44-
45-

SECTION 15. HOLIDAYS

1-
2-
3- **15.01** The Company recognizes the following holidays during the
4- term of this Agreement:
5-

2003 HOLIDAYS

7- Memorial Day	Monday, May 26, 2003
8- Independence Day	Friday, July 4, 2003
9- Labor Day	Monday, September 1, 2003
10- Thanksgiving Day	Thursday, November 27, 2003
11- Friday following	Friday, November 28, 2003
12- Thanksgiving	
13- Christmas Holiday	Wednesday, December 24, 2003
14- Christmas Holiday	Thursday, December 25, 2003
15- Christmas Holiday	Friday, December 26, 2003
16- Christmas Holiday	Monday, December 29, 2003
17- Christmas Holiday	Tuesday, December 30, 2003
18- Christmas Holiday	Wednesday, December 31, 2003

2004 HOLIDAYS

21- New Year's Day	Thursday, January 1, 2004
22- Christmas Holiday	Friday, January 2, 2004
23- Memorial Day	Monday, May 31, 2004
24- Independence Day	Monday, July 5, 2004
25- Labor Day	Monday, September 6, 2004
26- Thanksgiving Day	Thursday, November 25, 2004
27- Friday following	Friday, November 26, 2004
28- Thanksgiving	
29- Christmas Holiday	Friday, December 24, 2004
30- Christmas Holiday	Monday, December 27, 2004
31- Christmas Holiday	Tuesday, December 28, 2004
32- Christmas Holiday	Wednesday, December 29, 2004
33- Christmas Holiday	Thursday, December 30, 2004
34- New Year's Day	Friday, December 31, 2004

2005 HOLIDAYS

37- Memorial Day	Monday, May 30, 2005
38- Independence Day	Monday, July 4, 2005
39- Labor Day	Monday, September 5, 2005
40- Thanksgiving Day	Thursday, November 24, 2005
41- Friday following	Friday, November 25, 2005
42- Thanksgiving	
43- Christmas Holiday	Thursday, December 22, 2005
44- Christmas Holiday	Friday, December 23, 2005
45- Christmas Holiday	Monday, December 26, 2005

1-	Christmas Holiday	Tuesday, December 27, 2005
2-	Christmas Holiday	Wednesday, December 28, 2005
3-	Christmas Holiday	Thursday, December 29, 2005
4-	Christmas Holiday	Friday, December 30, 2005

5-
6- **2006 HOLIDAYS**

7- New Year's Day Monday, January 2, 2006

8-
9- **15.02** Eligible employees shall receive eight (8) hours pay at their
10- regular rate for the above-mentioned holidays, worked or not
11- worked. In addition to the above payment, two (2) times the
12- employee's regular hourly rate shall be paid for all hours worked
13- on a holiday listed above except for the third shift employees
14- who shall receive sixteen (16) hours pay for six and one-half
15- (6-1/2) hours worked at their regular rate of pay.

16-
17- **15.03** Employees who have earnings in the week in which a holiday
18- occurs shall be eligible for holiday pay. Also, employees who
19- are on paid sick leave, Union business or jury duty shall be
20- eligible for holiday pay. Employees must be on the active pay-
21- roll at the time paid holidays occur in order to be eligible for
22- holiday pay. However, employees who retire, are laid off or
23- who are granted an approved medical leave when the first day
24- of such retirement, layoff, or leave was within thirty (30) cal-
25- endar days prior to a holiday will be eligible for holiday pay.
26- Two or more holidays occurring in sequence will be treated as
27- a single holiday for the purpose of this requirement.

28-
29- **SECTION 16. SICK LEAVE**

30-
31- **16.01** Sick leave shall be credited on the employee's next anniver-
32- sary date and each anniversary date thereafter, in accordance
33- with the following schedule:

34-
35-
36-
37-
38-
39-
40-
41-

<u>YEARS OF</u> <u>CONTINUOUS</u> <u>SERVICE</u>	<u>SICK LEAVE</u> <u>CREDIT</u>
1	16 hours
2	24 hours
3 or more	40 hours

42- **16.02** Sick leave shall be used for the purpose of reimbursing the
43- employee for absence due to illness or can be used as personal
44- days. Payment shall not be made unless the employee claiming
45- such payment shall have notified his/her supervisor no later

1- than two hours after the start of the shift. At the time of such
2- call, the employee will receive a call control number that will
3- be used for the purpose of later confirming or verifying the
4- call. If he/she is entitled to such a paid day, it will be included
5- in his/her paycheck for the affected week whenever practicable.
6- An employee may use his/her sick leave in four (4) hour incre-
7- ments. Supervisor approval must be obtained in advance for an
8- employee to leave early from work.
9-

10- **16.03** Employees will not accrue sick leave for each major portion of
11- a month (major portion of a month, computed from the anni-
12- versary date, shall be equivalent to thirteen (13) regularly
13- scheduled workdays) such employees are out on layoff, or on
14- authorized leaves of absence, except as provided in Paragraphs
15- 13.01(C) and 13.03. However, no employee shall be credited
16- with sick leave for any fractional part of a year of continuous
17- service.
18-

19- **16.04** Each employee will receive payment for his/her credited sick
20- leave at his/her regular rate of pay, except for third shift em-
21- ployees who shall receive eight (8) hours pay for six and one-half
22- (6-1/2) hours worked at their regular rate.
23-

24- **16.05** Each employee who does not use his/her sick leave within
25- twelve (12) months after it is credited shall receive payment
26- for his/her sick leave for each day of sick leave not used. An
27- employee who leaves the employ of the Company will be paid
28- at the time he/she is terminated for any unused credited sick
29- leave.
30-

31- **16.06 SICK LEAVE ADMINISTRATION:** It is mutually agreed
32- that sick leave will be administered in the following manner:
33-

- 34- A. Employees terminated for reasons other than layoff, retire-
35- ment, or death will receive unused credited sick leave, with
36- no pro-rata.
37-
- 38- B. Employees having less than one year of service who are
39- laid off do not receive pro-rata sick leave. However, an
40- employee having at least two months but less than one year
41- of service who is laid off and is subsequently reinstated
42- shall receive sick leave allowance in accordance with the
43- table contained in Item D below, providing he/she
44- remains on the payroll for a period of two months after
45- reinstatement. Payment of such sick leave earned shall be

1- made at the completion of two months of service after
2- reinstatement provided he/she has completed at least one
3- full year of continuous service.

- 4-
5- C. Employees on leave of absence due to occupational illness
6- or injury will continue to accumulate regular sick leave cred-
7- its during the remainder of their current anniversary year
8- of employment. Time off beyond their anniversary date shall
9- be prorated in accordance with the table contained in Item D.
10-
11- D. Employees with more than one year of service who are re-
12- instated after layoff or return from a leave of absence shall
13- receive pro-rata sick leave on their next anniversary date
14- as follows:

15- **YEARS OF SERVICE WITH ROHR (IN HOURS)**

16- Active Months			3 or More
17- <u>of Service*</u>	<u>1 Year</u>	<u>2 Years</u>	<u>Years</u>
18- 1	0	0	0
19- 2	0	0	0
20- 3	0	0	4
21- 4	0	0	8
22- 5	0	4	16
23- 6	0	8	16
24- 7	4	8	24
25- 8	8	16	24
26- 9	8	16	32
27- 10	8	16	32
28- 11	12	20	36
29- 12	16	24	40

30-
31-
32- *A month is interpreted as a major portion of a month, or 13
33- regularly scheduled workdays.

- 34-
35- E. However, employees with more than one year of service
36- who are laid off, retired, or deceased in the twelfth month
37- of their anniversary year and who have not been absent the
38- major portion of any month during their anniversary year
39- will be credited with sick leave at the time of termination
40- due to layoff, retirement, or death. The crediting of such
41- sick leave shall not apply to any other type of termination.
42-
43- F. Employees entering military service shall receive unused
44- credited sick leave at the time of their induction. Upon
45- reinstatement, they shall be credited with pro-rata sick leave

1- based on the number of months worked during the
2- anniversary year in which they entered military service.
3- (The table contained in Item D above is used for these
4- calculations.) For example, an employee with a hire date
5- of September 1, 1963, who terminated to enter military
6- service on June 1, 1965, and was reinstated on June 1, 1967,
7- would be credited with two days of pro-rata sick leave for
8- the period of September 1, 1964, to June 1, 1965, both items
9- to be used during the period June 1, 1967, to September 1,
10- 1967. Employees who return from military service and are
11- not reinstated due to seniority shall be paid pro-rata sick
12- leave as calculated in accordance with Item D above. Such
13- payment shall be requested in the form of an IDM to
14- Payroll.

15- SECTION 17. CALL IN PAY

16-
17-
18- **17.01** Employees called to the plant for work at times other than their
19- regular work period shall be paid at the rate of one and one-half
20- (1-1/2) times their regular rate for all hours worked except if
21- called in on Sunday or a recognized holiday in accordance with
22- this Agreement, in which case they shall be paid double their
23- regular rate of pay for all hours worked. In no case shall they
24- receive less than four (4) hours pay and/or work at their appli-
25- cable overtime rate as specified above.

26-
27- **17.02** For the purpose of this Section, scheduled overtime work is not
28- to be considered call-in work.

29- SECTION 18. REPORT TIME PAY

30-
31-
32- **18.01** An employee reporting to the plant for work, unless notified
33- prior to leaving home, or sent home after reporting for work on
34- his/her regular shift, because of a lack of work, shall receive a
35- minimum of four (4) hours pay at his/her regular rate of pay,
36- except where work is not available by reason of fire, flood,
37- area shutdown caused by direction of government agency, gen-
38- eral power failure, war, sabotage, or Acts of God.

39-
40- **18.02 EMERGENCY CONDITION:** In circumstances where work
41- is not available due to conditions described in 18.01, the Com-
42- pany may temporarily lay off employees irrespective of seniority
43- within an area, cost center, or department for the balance of the
44- day (not to exceed the remainder of the shift on which the emer-
45- gency occurred and the next two (2) succeeding shifts).

- 1- **18.03** Employees who are notified to come back or who have left the
2- Company's premises and are called back to work after the ter-
3- mination of their regular shift shall receive four (4) hours work
4- or four (4) hours pay at the applicable overtime rate.
5-

6- **SECTION 19. GROUP LEADER** 7-

- 8- **19.01** An employee who is promoted to lead an assigned group of five
9- (5) or more employees and whose duties shall include checking
10- of actual work operation, giving guidance and instruction to an
11- assigned group shall be classified as a Group Leader and may
12- perform any phase of the work operation. However, Group Lead-
13- ers will not perform work if: (1) they have not established
14- seniority in a classification and employees holding that classifi-
15- cation are laid off or regressed, or (2) they have established
16- seniority in a classification, but employees more senior than they
17- holding that classification are laid off or regressed. Under cer-
18- tain circumstances, such as a work operation being spread over
19- a wide area, or a specialized operation occurring on a second or
20- third shift, it may be necessary to have a Group Leader who will
21- lead less than five (5) employees.
22-

- 23- **19.02** The senior qualified employee will be promoted to Group Leader.
24- The prime consideration in the selection of a Group Leader is
25- leadership ability. Employees promoted to Group Leader shall
26- be paid a rate of pay which is fifty (50) cents per hour above the
27- rate of the highest paid employee under their leadership, or above
28- their own rate, whichever is greater.
29-

- 30- **19.03** The Company may appoint the senior qualified employee as a
31- temporary Group Leader for a period not to exceed sixty (60)
32- days to replace Group Leaders on vacation or leave of absence,
33- and/or to fill positions considered of a temporary nature. Such
34- temporary Group Leaders shall receive a bonus of fifty (50)
35- cents per hour for all hours worked during that period.
36-

- 37- **19.04** For the distribution of overtime, Group Leaders will not work
38- overtime unless they are performing their duties as a Group
39- Leader, including leading five (5) or more employees, except in
40- circumstances where a Group Leader normally leads less than
41- five (5) employees. However, in cases where the Group Leader
42- has less overtime than employees in his/her assigned group who
43- hold the same classification as the Group Leader, the Group
44- Leader will be included in the distribution of overtime within
45- such classification. Example: An employee classified as a Saw

1- Operator is promoted to a Saw Operator - Group Leader. Among
2- the employees in his/her assigned group are employees classi-
3- fied as Fabricator - Sheet Metal Parts, Saw Operator, and Router
4- Operator. The Group Leader shall be included in the distribu-
5- tion of overtime only among the Saw Operators and shall not
6- be included in nor have any right to the overtime distribution
7- in other classifications being led.
8-

9- **19.05** Group Leaders shall accumulate seniority in the classification
10- from which they are promoted and be so coded in that classifi-
11- cation. For example, if an Assembler - Structures/Thrust
12- Reverser is promoted to lead a group of Assemblers - Struc-
13- tures/Thrust Reverser, he/she will be coded 4040 as an Assembler
14- - Structures/Thrust Reverser - Group Leader. Similarly, if an
15- Assembler - Structures/Thrust Reverser is promoted to lead a
16- group of Assemblers - Structures/Thrust Reverser and Automatic
17- Riveting Machine Operators, he/she will likewise be coded as
18- an Assembler - Structures/Thrust Reverser - Group Leader.
19-

20- **19.06** In the event of a reduction in the working force within a classi-
21- fication, Group Leaders will be affected according to their
22- classificational seniority unless the Company and Union mu-
23- tually agree to retain them as a Group Leader out of seniority.
24-

25- **19.07** A Group Leader shall not keep employee records such as at-
26- tendance cards, work performance, quality of work, etc.,
27- undertake any disciplinary action against another hourly em-
28- ployee, authorize employees to exit or enter the plant at irregular
29- hours, or authorize overtime or request overtime of employees
30- in his/her assigned group or be responsible for overtime registers.
31-

32- **SECTION 20. EXTENDED LAYOFF BENEFITS**

33- **20.01 COMPANY LIABILITY:**

34- A. The Company shall assume the liability subject to the limi-
35- tations of this Section 20 for providing the benefits specified
36- in Paragraph 20.02 hereof. The Company's maximum li-
37- ability at any time shall be calculated in monthly increments
38- equal to \$5.20 times the number of employees (excluding
39- employees on layoff or leave of absence without pay) on
40- the first Monday of each month but in no event shall the
41- accrued amount of such liability, at any time, after sub-
42- tracting from such amount the amount of any benefits paid
43- pursuant to Paragraph 20.02 hereof, exceed an amount
44-
45-

1- equal to \$150 per employee (excluding employees on leave
2- of absence without pay or layoff other than eligible em-
3- ployees on layoff who have applied for and have not as of
4- that date received a benefit) on the first Monday of the month
5- involved including the current liability provided for in the
6- January 23, 1978, Company Union Agreement.
7-

8- B. When the monthly increments, calculated in accordance with
9- Paragraph 20.01A above, have reached such level of \$150
10- per employee, and have thereafter been reduced below that
11- amount by the payment of benefits, paid under Paragraph
12- 20.02 hereof, the Company's liability shall thereafter be-
13- ginning with the first Monday of the next month be increased
14- by the monthly amounts calculated in accordance with Para-
15- graph 20.01A above, until such level of \$150 per employee
16- has again been reached.
17-

18- C. Nothing in this Section 20 shall be interpreted as a guaran-
19- tee by the Company of any benefits; however, the Company
20- shall, subject to the limitations provided in this Paragraph
21- 20.01, be liable for the payment to eligible employees of
22- the benefits specified in Paragraph 20.02 hereof, in accor-
23- dance with the provisions and limitations of this Section.
24-

25- **20.02 EMPLOYEE BENEFITS:** Among the purposes for which the
26- benefits specified in this Paragraph 20.02 are provided are to
27- help pay living expenses by supplementing and not replacing
28- unemployment compensation. An employee must have five (5)
29- years of continuous service in order to be eligible for any ben-
30- efits under Section 20. Subject to the liability limitations of the
31- Company specified in Paragraph 20.01 hereof and the other pro-
32- visions of this Section, the Company agrees to pay benefits to
33- eligible employees (defined as follows: (1) Laid off as a result
34- of a reduction of the working force when such layoff is of inde-
35- terminate length at the time of layoff and is extended for a
36- minimum period of four (4) weeks and who make written appli-
37- cation for benefits prior to any recall and loss of seniority rights
38- under the Company-Union Agreement, (2) early and normal
39- retirees under the Rohr Employee's Pension Plan, (3) deceased,
40- (4) entry into the Armed Forces of the United States, and (5)
41- total and permanent disability for a continuous period of six (6)
42- or more months) who have been credited with five (5) or more
43- full years of qualifying service as defined below, as follows:
44-
45-

1- A. When at the time a benefit is to be paid hereunder, the
2- Company's maximum liability calculated in accordance
3- with the provisions of Paragraph 20.01 hereof exceeds an
4- amount equal to \$75 per employee (excluding employees
5- on layoff or leave of absence without pay) a benefit of \$75
6- for each full year of qualifying service (employees' quali-
7- fying service shall be the same as their credited service,
8- since their most recent date of hire, under the Rohr
9- Employee's Pension Plan, except that no credit shall be
10- allowed for a fractional part of a year of service) to a maxi-
11- mum of \$2,250 for thirty (30) or more years of qualifying
12- service, shall be paid as a lump sum to eligible employees
13- providing the Company's maximum liability at that time
14- is sufficient to pay the employee benefits. If the payment
15- of benefits to all eligible employees in any one month
16- (\$75.00 per employee for each full year of qualifying ser-
17- vice) would exceed the amount of the Company's maximum
18- liability at that time, then eligible employees who retire,
19- and deceased employees' beneficiaries shall receive maxi-
20- mum accrued benefits, fund permitting, prior to other
21- benefits being paid. Benefit amounts for remaining eligible
22- employees will be equally reduced in accordance with the
23- following example: There are sixteen (16) employees
24- involved within the following circumstances:

- 25-
- 26- 1. Two (2) retirees with combined accredited seniority
- 27- equaling twenty-six (26) years.
- 28- 2. One (1) deceased person with ten (10) years, but less
- 29- than eleven (11) years.
- 30- 3. Six (6) eligible employees on layoff with five (5) years
- 31- eligibility.
- 32- 4. Four (4) eligible employees on layoff with six (6) years
- 33- eligibility.
- 34- 5. One (1) eligible employee on layoff with nine (9) years
- 35- eligibility.
- 36- 6. Two (2) eligible employees on layoff with ten (10)
- 37- years eligibility.
- 38-

39- The Company liability for purposes of this example is \$5.20 x
40- 1000 R/U employees on the active payroll equaling \$5,200 a month.
41- Using the base liability of \$5,200, the following payments
42- would be made:

43- Two (2) retirees - 26 years x \$75 = \$1,950
44- One (1) deceased person - 10 years x \$75 = 750
45- **Total \$2,700**

1- The \$5,200 fund is reduced immediately by the \$2,700 paid
2- above leaving a fund balance of \$2,500.
3-

4- The thirteen (13) remaining employees on layoff have a com-
5- bined total of eighty-three (83) years of eligibility. The point
6- value is determined by dividing the total combined years into
7- the remaining fund dollars: \$2,500 divided by 83 years = \$30.1.
8- The point value is computed to the nearest dollar. Each point is
9- valued at \$30 in the above example. Each employee would re-
10- ceive \$30 x their individual eligibility years of service.
11-

12- However, in the event of a subsequent eligibility termination of
13- employees who received such reduced benefit, such employees
14- after such subsequent termination and another minimum pe-
15- riod of four (4) full weeks may, if otherwise eligible and if the
16- Company's maximum liability at that time permits, apply for a
17- benefit in an amount equal to the difference between the reduced
18- benefit received and the amount they would have received had
19- the benefit not been reduced under the provisions of this Para-
20- graph 20.02A. In the event employees shall be recalled pursuant
21- to the Collective Bargaining Agreement, they shall be eligible
22- for all full years of qualifying service since their most recent date
23- of hire, except for years of qualifying service based upon which
24- benefits under this Section shall have been paid as above provided.
25-

26- B. Benefits shall be payable to eligible employees whose ter-
27- mination has been extended without re-employment by the
28- Company for a minimum period of four (4) full weeks and
29- who make written application therefore to the Company on
30- the appropriate forms. Benefit checks shall be mailed to
31- such eligible employees at the address contained in such
32- application, as soon during the calendar month after the
33- month in which the written application is filed as is practi-
34- cal, but in no event prior to the expiration of such four (4)
35- full week period.
36-

37- C. The Company shall deduct from any benefit payable here-
38- under any amount required to be withheld by reason of any
39- law, regulation or legal process. The Company shall, once
40- a month, forward to the Union, a dollar-value report of the
41- Bargaining Unit ELB Fund.
42-

43- D. No employee shall be eligible for any benefit if, during the
44- four (4) week period referred to in Paragraph 20.02B above,
45- they received, are eligible for, or claim any benefit under

1- any Workers' Compensation laws (other than survivor's
2- allowance or disability benefit which during the four (4)
3- week period they receive or would be eligible to receive
4- while in full time active employment).

5-
6- E. As used herein, layoff as a result of a reduction in the work-
7- ing force shall not include disciplinary layoffs, quits,
8- discharges, and leaves of absence; or shall either such term,
9- or the four (4) week period referred to in Paragraph 20.02B
10- above, include any period any employee is on strike.

11-
12- F. No employee shall be eligible for any benefit where the
13- amount of such benefit, calculated in accordance with the
14- provisions of Paragraph 20.02, is less than \$25.

15-
16- G. Any employees who intentionally misrepresent or fail to
17- disclose any material facts, in connection with any appli-
18- cation for or receipt of any benefit under this Section, shall
19- forfeit any rights under this Section that they may have
20- accrued up to that time, and shall in addition forfeit their
21- recall rights and seniority.

22-
23- **20.03 CONDITIONS TO EFFECTIVENESS AND CONTINU-**
24- **ATION OF THIS SECTION**

25-
26- A. **GOVERNMENTAL RULINGS AND ADVANCE**
27- **UNDERSTANDINGS:** The Company shall not be re-
28- quired to assume any liability under this Section in respect
29- to Extended Layoff Benefits granted to eligible employ-
30- ees as defined in Paragraph 20.02 (except laid off
31- employees) until it shall have received (i) from the United
32- States Department of Labor a currently effective ruling or
33- rulings holding that no part of such liability, or benefit paid,
34- shall be included in the regular rate of pay of any employee;
35- (ii) a ruling from the Director of the Department of Em-
36- ployment of the State of California that the receipt of
37- benefits hereunder will not result in disqualification for or
38- reduction of State Unemployment Benefits; (iii) from the
39- Internal Revenue Service a currently effective ruling or
40- rulings that benefits provided for under this Section shall
41- not constitute income to the employees until paid and shall
42- be deductible by the Company as ordinary business ex-
43- pense at that time; and (iv) from the appropriate
44- Governmental agencies or contracting parties advance
45- understandings that liabilities accrued hereunder shall be

1- reimbursable or recognized as costs applicable to the
2- performance of the Company's contracts.

3-
4- **B. APPLICATION FOR RULINGS AND ADVANCE UN-**
5- **DERSTANDINGS:** The Company shall apply promptly to
6- the appropriate agencies or contracting parties for the rul-
7- ings described herein in this Paragraph 20.03.

8-
9- **C. REVOCATION OR MODIFICATION OF RULINGS:**
10- In the event that any ruling or advance understanding de-
11- scribed above in this Paragraph 20.03 of this Section,
12- *including the rulings and advance understandings relative*
13- *to eligible laid off employees, having been obtained, shall*
14- *be revoked or modified in such a manner as to be no longer*
15- *satisfactory to the Company, all obligations of the Company*
16- *to assume any liability under this Section shall cease and*
17- *this Section shall thereupon terminate and be of no further*
18- *effect (without in any way affecting the validity or opera-*
19- *tion of the Collective Bargaining Agreement); provided,*
20- *however, that in such event, the Company agrees, prior to*
21- *the termination of this Section, promptly to attempt to de-*
22- *termine if a basis exists consistent with the provisions of*
23- *this Section for securing the issuance or reissuance of a sat-*
24- *isfactory ruling or advance understanding; and provided,*
25- *further, that if this Section should be terminated as provided*
26- *herein, the employees in the Bargaining Unit at that time*
27- *shall receive an increase of three (3) cents per hour in their*
28- *individual job rate and in the minimum and maximum of*
29- *the rate range for their job classifications, from and after the*
30- *first Monday following such termination.*

31-
32- **D. SPECIAL CONDITIONS WITH RESPECT TO BEN-**
33- **EFITS:** The benefits under this Section will be paid as
34- provided in this Section unless it is determined that under
35- *the provisions of the applicable State Unemployment Insur-*
36- *ance laws, the receipt of such benefits will result in*
37- *disqualification for or reduction of State Unemployment*
38- *Benefits, in which case the provisions of Paragraph 20.02*
39- *of this Section will be amended as to employees in the Bar-*
40- *gaining Unit or Units affected, by mutual agreement of the*
41- *parties, but only as necessary to eliminate the basis for such*
42- *disqualification or reduction. No such amendment shall in*
43- *any manner increase the Company's liability, as specified*
44- *in Paragraph 20.01 hereof.*
45-

1- **20.04 GENERAL:**

2-
3- A. Benefits shall be payable hereunder only to the person who
4- is eligible therefore, except that if the Company shall find
5- that such person is deceased or terminated by reason of
6- death, any benefit otherwise payable to that person shall
7- be paid to that person's duly appointed legal representa-
8- tive, if there be one, or if not, to the spouse, or dependent
9- child or children of such person as the Company in its dis-
10- cretion may determine, and any such payment so made
11- shall be complete discharge of any liability with respect to
12- such benefits.

13-
14- B. Neither the Company's current maximum liability, subject
15- to Paragraph 20.02C hereof, nor any benefit paid under
16- this Section shall be considered a part of any employee's
17- wages for any purpose; nor shall any person have any right,
18- title or interest in or to any portion of either the monthly
19- increments or the amount of Company's maximum liabil-
20- ity, as each is calculated herein, or to any benefit hereunder,
21- except as a right to such benefit is specifically provided
22- herein. No person who receives any benefit shall for that
23- reason be deemed an active employee of the Company
24- during such period, nor shall there accrue to that person
25- any greater right to participate in, earn credits or receive
26- benefits under any employee benefit plan to which the
27- Company contributes than would if that person were not
28- receiving such benefit.

29-
30- **20.05 TERM:**

31-
32- A. This Agreement shall become effective as of the first Mon-
33- day following ratification by the Union and shall remain
34- in full force and effect to and including February 12, 2006.
35- During the term of the parties' Agreement as to this Sec-
36- tion 20, its provisions shall not be amended, modified,
37- suspended or terminated except as provided in Paragraph
38- 20.03 hereof.

39-
40- B. Upon termination of the parties' Agreement under this Sec-
41- tion 20 whether by expiration of the term of this Agreement
42- or otherwise, the Company shall have the right to continue
43- to pay benefits under and pursuant to this Section until the
44- balance of all liabilities, accrued at the effective date of
45- such termination, if any, shall have been paid hereunder or

1- in the event it shall elect not to do so, the Company and the
2- Union shall agree upon the disposition of any such balance
3- in some other manner.
4-

5- SECTION 21. VOLUNTARY CONTRIBUTORY 6- SAVINGS PLAN FOR REPRESENTED EMPLOYEES 7-

8- **21.01** During the 1999 Contract Negotiations the Company and the
9- Union agreed to replace this savings plan with a 401(k) Savings
10- Plan. It is further agreed that the Voluntary Contributory Sav-
11- ings Plans for represented employees will remain in effect until
12- the parties develop the 401(k) Savings Plan for represented
13- employees. A summary of the Voluntary Contributory Savings
14- Plans for represented employees is reflected on page 97 of this
15- Agreement.
16-

17- SECTION 22. SENIORITY 18-

19- **22.01 DEFINITION:** Seniority as used herein is designated as the
20- rights and preferences accruing to employees through length of
21- service, once having entered the Bargaining Unit, to which they
22- are entitled under the provisions of this Agreement.
23-

24- **22.02** For the purpose of seniority, employees hired on the same cal-
25- endar day shall be in alphabetical order of current surname, and
26- if current surnames are identical, in alphabetical order of ini-
27- tials. Effective February 13, 1984, changes in surname will have
28- no effect on the established seniority ranking. Employees with
29- different hire dates who enter classifications on the same date
30- will be given seniority ranking by hire date, but only as this
31- relates to other employees with the same classificational se-
32- niority date. This will apply only before employees acquire plant
33- hire date seniority.
34-

35- The classificational seniority of employees transferring into a
36- classification in which they have not been previously classified
37- will be determined by the physical date of their assignment to
38- the work of the new classification rather than by the effective
39- date of the change in status form. However, employees who
40- have an approved transfer request (Form 1034) on file who are
41- retained after an opening occurs in the requested classification
42- will upon transfer be credited with seniority retroactive to the
43- date that the opening occurred. It is understood that changes in
44- the rate of pay will continue to be based on the effective date of
45- the change of the status form, but not later than eight (8) work-

1- days. An employee on loan to another classification will not
2- establish seniority in the classification loaned to. However, if
3- the employee, while on loan, is reclassified in the classification
4- loaned to, seniority will be established as of the day the em-
5- ployee commenced work during the instant loan period.

6-
7- **22.03 PROBATIONARY PERIOD:** Seniority shall be established
8- as of last hire date with the Company, or initial entry date into
9- the Bargaining Unit, whichever occurs later, after an employee
10- has worked a period of sixty (60) days. This period from last
11- date of hire to date of establishing seniority shall be known as
12- the probationary period for all new employees, employees enter-
13- ing the Bargaining Unit for the first time, and former
14- employees rehired after having lost seniority. Once an employee
15- has completed his/her probationary period, he/she shall have
16- full recourse to the Grievance Procedure.

17-
18- **22.04 ACQUIRING SENIORITY:** The employee's entry date into
19- each classification determines his/her respective seniority date
20- in such classification. An employee will accumulate seniority
21- in a classification from the date he/she enters that classification
22- and will continue to accrue seniority in that classification as
23- long as he/she is employed by the Company.

24-
25- In discussions held during the 1980 Negotiations concerning
26- the application of this Section, the parties agreed that beginning
27- with the date of the signing of the 1980 Labor Agreement, em-
28- ployees who transfer into the Bargaining Unit for the first time
29- from non-represented positions within the Company shall be
30- credited with seniority effective the date they enter the Bar-
31- gaining Unit. The application of seniority in such cases shall be
32- in accordance with the following examples:

- 33-
34- A. An employee was hired at the Company on January 2, 1978,
35- in a non-Bargaining Unit position. On December 1, 1980,
36- he/she transferred to the Bargaining Unit as a Plaster & Plas-
37- tic Tooling Builder. His/Her seniority in the Bargaining Unit
38- is December 1, 1980. On July 1, 1981, he/she transferred to
39- the classification of Inspector - Tooling. Upon serving the
40- time specified in Section 22.04 to gain plant hire date
41- seniority, his/her seniority in the Inspector - Tooling classi-
42- fication will be December 1, 1980, instead of January 2, 1978.
43-
44- B. An employee was hired by the Company on January 2, 1974,
45- as a Manufacturing Technician. His seniority in the Manu-

1- manufacturing Technician classification is January 2, 1974. On
2- May 15, 1979, he/she transferred to a non-Bargaining Unit
3- position. On September 1, 1979, he/she transferred back to
4- the Bargaining Unit as a Manufacturing Technician. His
5- seniority in the Manufacturing Technician classification will
6- remain January 2, 1974.

7-
8- The classification held by an employee at the time he/she
9- completes his/her probationary period shall be the classifi-
10- cation in which he/she establishes classificational seniority;
11- retroactive to his/her hire date. Other classifications held
12- during the probationary period will be voided for seniority
13- purposes. Employees who transfer from one classification
14- to another classification will, after working in the new clas-
15- sification for the periods of time specified below, assume
16- their plant hire date seniority in the second classification
17- except as provided in Section 22.03 above.

<u>FACTORY</u>	<u>YEARS</u>
<u>LABOR GRADES</u>	<u>WORKED</u>
1-5	3 years
6-9	2 years
10	6 months

18-
19-
20-
21-
22-
23-
24-
25- In the interim period between date of assignment into the new
26- classification and the completion of work periods described
27- above, the employee's seniority will be established as of the
28- date of assignment into the classification as defined in Para-
29- graph 22.02.

30-
31- **22.05 APPLICATION OF SENIORITY:** The most senior quali-
32- fied employee will be transferred, retained or recalled. For
33- purposes of this Section, "transferred" means to another classi-
34- fication; "retained" is in the event of a reduction of personnel;
35- and "recalled" is from layoff or regression.

36-
37- **22.06 REDUCTIONS AND RECALLS:** In the reduction of the
38- working force in a classification, employees who would other-
39- wise be laid off shall be given the opportunity to regress to
40- classifications in which they have satisfactorily performed for
41- the Company, which are being performed by employees with
42- less seniority. In the reduction of personnel, the affected
43- employee(s) will regress or displace to the department with the
44- least senior employee in the classification. The employee may
45- displace the least senior first shift employee seniority permit-

1- ting. The least senior first shift employee will then displace the
2- least senior employee in the department. The displaced employee
3- may regress to formerly held classifications seniority permit-
4- ting. Employees may accept a layoff in lieu of such transfer.
5- Employees shall be recalled to their former classification in or-
6- der of seniority. They may be offered other available
7- classifications and retain their recall rights to their former clas-
8- sifications. Employees may refuse recall to lower classifications
9- and retain their recall rights to their former classifications.

10-
11- Employees will not be recalled to lateral or lower classifications
12- unless they have put in transfer requests for those classifications.

13-
14- In accordance with discussions held during the 1977 Negotia-
15- tions concerning allowing an employee to refuse recall in the
16- plant, it was agreed between the parties that an employee will
17- be allowed to refuse recall to formerly held classifications with-
18- out jeopardizing his/her seniority. Such refusal must be in writing
19- on the Company Refusal of Recall form. The form allows an
20- employee to refuse recall to a higher classification at that time
21- or until such time he/she registers for the recall to the refused
22- classification, and takes the next available opening, failure to
23- accept will forfeit recall rights until such time he/she is subject
24- to layoff from the plant.

25-
26- Employees who have refused regression, then reinstated their
27- recall rights, must accept the next recall or lose all recall rights
28- to the classification refused. Employees due to reduction of the
29- working force who do not have any more opportunities to re-
30- gress or did not have any opportunity to regress, and employees
31- on layoff, shall be offered available job openings in the Bar-
32- gaining Unit which they are qualified to perform. The Company
33- will place these employees in classifications where there are
34- openings before hiring new employees into those classifications.
35- Such placings shall be done in accordance with Paragraph 22.04
36- of the Agreement. The Company will notify laid off employees
37- of available openings by certified mail. The laid off employee
38- must report to the Company within five (5) workdays from the
39- date of mailing or he/she will forfeit his/her opportunity for the
40- available opening. The most senior employee as determined by
41- his/her plant hire date seniority will have priority over less se-
42- nior employees provided he/she is qualified to fill the available
43- job opening. The Company will make available a Skill and Ex-
44- perience form to supplement the information on the employee's
45- employment application.

1- It is agreed by the parties that the Company will continue the
2- practice established of making Skill and Experience forms available
3- at the Personnel Control office and at the Tool Checkout area.
4-

5- This will provide employees on layoff as well as employees in
6- the process of being laid off the opportunity to provide the Com-
7- pany with a list of jobs desired and supplemental information
8- not contained on their employment applications.
9-

10- In order to be given consideration for openings in classifica-
11- tions not contained in their Rohr employment record, it is the
12- obligation of employees wishing to exercise the Skill and Ex-
13- perience provision to provide the Company with the names of
14- the Appendix "A" jobs desired, along with specific related in-
15- formation that would qualify the employee to fill existing
16- openings as well as future openings.
17-

18- The following is a sample of the information needed in order to
19- be given consideration for available and future openings:
20-

21- SKILL AND EXPERIENCE

22-
23- L. DOE 10000 SEALER DEC. 1, 1986
24- Name Badge No. Title of Rohr Job Date
25-

26- Name of job for which you wish to be considered; provide Rohr
27- job title; where worked; dates (from and to); level and type of
28- work.
29-

30- Rohr	Labor	Previous
31- <u>Job Title</u>	<u>Grade</u>	<u>and Related</u>
		<u>Experience</u>
32- 1. 2-1007 Assembler	7	Eastern Airlines Repair
33- .	.	Mechanic 1980
34- 2. 2-5002 Maintenance	2	Mech. USN 1976-1980
35- Worker		

36-
37- It is agreed that the failure to complete related experience will
38- be considered "None." Additionally, the use of "Anything"
39- under Rohr job title will not be given consideration.
40-

41- **TEMPORARY RECALL:** An employee on layoff may refuse
42- recall to a job of temporary nature without losing his/her recall
43- rights for the next opening for which he/she is eligible to be
44- recalled, provided the temporary job can be filled by qualified
45- employees on the layoff list or from other sources. If the tem-

1- porary job cannot be filled through recall or other sources, he/
2- she will be required to accept the job or forfeit his/her recall
3- rights. A temporary job is defined as one which the Company
4- estimates is of sixty (60) days duration or less. The sixty (60)
5- day period of time may be extended by mutual agreement be-
6- tween the Company and the Union. Occasionally, employee
7- absences or temporary increase in workload in certain classifi-
8- cations required the Company to send temporary recall letters
9- to employees to return to work for extremely short periods of
10- time. (Example: In some cases employees were sent recall no-
11- tices for one (1) day of work.) In order to alleviate this problem,
12- the Company is not obligated to temporarily recall employees
13- to fill temporary vacancies or temporary increases in the
14- workload up to a maximum of ten (10) working days provided
15- mutual agreement is reached with the Chief Shop Steward or
16- the Business Representative. Temporary vacancies will be filled
17- by employees in the classification or those employees who have
18- held the classification. In the event additional time is needed,
19- this time may be extended by mutual agreement from either the
20- Business Representative or Chief Shop Steward.

21-
22- **TEMPORARY ASSIGNMENT RESTRICTIONS:** An
23- employee may be assigned to perform the work of lateral or
24- lower classifications, for a period not to exceed sixty (60) cal-
25- endar days, when such assignment does not violate the overtime
26- provisions of this Agreement and employees are not on layoff
27- or regression from the affected classifications. Should require-
28- ments be necessary beyond sixty (60) calendar days, the
29- Company will meet such needs through transfer requests in ac-
30- cordance with Section 22.07. This time period may be extended
31- by mutual agreement between the Company and the Union.
32- This provision is exclusive of the temporary recall provision.

33-
34- **COMPANY CONVENIENCE LEAVES:** The Company and
35- the Union jointly encourage continuation of the Company Con-
36- venience Leave Program. It is further agreed that employees
37- will not lose any credit toward benefits applied under the La-
38- bor Agreement and such time off will be considered as Company
39- authorized absence.

40-
41- **MANDATORY COMPANY CONVENIENCE:** Mandatory
42- Company Convenience may be made for periods not to exceed
43- five (5) working days for reasons of, but not limited to, equip-
44- ment breakdown, lack of work, shortage of materials, or causes
45- of a like nature. Such Mandatory Company Conveniences shall

1- be made in inverse seniority order of the classification within
2- the affected department or specific work area. This will only
3- be done if after the practice of company convenience volun-
4- teers, reassignments and vacation days have been exhausted.
5- Employees can only be affected up to five (5) workdays in any
6- one calendar year. In each instance, the Chief Shop Steward or
7- the Business Agent will be contacted prior to a Mandatory Com-
8- pany Convenience being implemented.
9-

10- **22.07 TRANSFERS:** *Employees will be given full consideration for*
11- *transfer to another classification and/or department by complet-*
12- *ing Form No. 1034 (Request for Status Change) and submitting*
13- *such request to their Supervisor. The Supervisor and employee*
14- *will jointly sign and date a completed Form 1034-4 (Request*
15- *for Status Change) within twenty-four (24) hours after the em-*
16- *ployee has submitted the request to his/her supervisor. The*
17- *Supervisor will sign and date the form, return one (1) copy to*
18- *the employee, submit one (1) copy to Personnel Control and*
19- *retain one (1) copy. If the employee is not notified within the*
20- *thirty (30) day period he/she will contact Personnel Control.*
21- *Personnel Control will respond within five (5) working days.*
22- *Employees seeking a transfer may file up to three (3) requests*
23- *per year (Request for Status Change) outlining their specific*
24- *reasons and qualifications for such transfers. Employees desir-*
25- *ing to transfer to a higher classification must have been in their*
26- *present classification for at least six (6) consecutive months.*
27- *Employees desiring to transfer to a lateral or lower classifica-*
28- *tion must have been in their present classification for at least*
29- *twelve (12) consecutive months.*
30-

31- *Employees desiring to transfer to another department within his/*
32- *her classification must have been in his/her present classification*
33- *and department for a period of twelve (12) consecutive months.*
34- *The time requirements specified for classification transfers and*
35- *departmental transfers will apply only to current assignments*
36- *resulting from employee-initiated transfer requests. Additionally,*
37- *it is understood that departmental transfer requests will not be*
38- *honored to departments of new programs or newly established*
39- *departments until such programs and departments have been in*
40- *existence for a period of twelve (12) consecutive months.*
41-

42- *The request form will be reviewed by the Company and the*
43- *employee's name will either be placed in a potential qualified*
44- *pool or the employee will be constructively evaluated as to the*
45- *employee's inadequacies for such transfer. The employee will*

1- be notified in writing within thirty (30) days whether the em-
2- ployee is qualified or not qualified. If not qualified, the
3- employee will be advised in writing of the reason(s) the
4- employee was not considered qualified.
5-

6- When an opening occurs, the senior employee approved for
7- transfer to fill an open requisition (providing the request has
8- been on file for at least ten (10) working days) will be released
9- by the department within thirty (30) days after the job requisition
10- is approved. However, should more than one (1) employee
11- in a department be eligible for the transfer, the second and suc-
12- ceeding transfers will be made in sixty (60) day increments
13- following the release for transfer of the first employee or sooner
14- if he/she can be released. Transfer requests will not be honored
15- for employees on approved leaves of absence. Their request
16- will remain in the potential qualified pool until the next re-
17- newal period.
18-

19- Requests that are not in the process of being acted upon will be
20- purged from the files on December 31 of each year. However,
21- employees who have filed transfer requests before December
22- 1 will be permitted to file renewal requests between January 1
23- and January 15. Renewal requests filed during this period will
24- not be subject to the ten (10) working day requirement. The
25- Company will post notices on Company bulletin boards re-
26- minding employees of this renewal period. Such notices will
27- be posted no later than December 1 of each year. Transfer re-
28- quests will remain active during the year unless withdrawn by
29- the employee, or if the employee refuses to accept a transfer, is
30- transferred, or is no longer on the active payroll.
31-

32- **22.08 SHIFT ASSIGNMENT:** Shift assignments are made by the
33- Company in accordance with production requirements and as
34- openings occur. Senior employees will not be transferred off
35- shifts of their preference, except when it is necessary to make
36- temporary shift assignments. Both the Company and the Union
37- recognize that some employees may desire a transfer to a dif-
38- ferent shift within the same department. When such a shift
39- change is desired, the employee shall direct a written request,
40- in duplicate, to his/her Supervisor stating his/her reason. The
41- department will record and forward the request to Personnel
42- Control, which will forward a copy to the Union. Requests may
43- be filed at any time, but must be renewed each January and
44- July in order to remain in the active file unless sooner with-
45- drawn by the employee or if he/she refused to accept a shift

1- change, or if his/her shift is changed, or is no longer on the
2- active payroll. The senior employee will be transferred provided
3- he/she has at least two (2) years classificational seniority and
4- has been on the shift for a period of six (6) consecutive months
5- (provided his/her request was filed ten (10) working days prior
6- to the shift change date) and is qualified to perform the work
7- assignment involved on the new shift. The six (6) month re-
8- quirement will be waived for an employee filing a request to
9- return to a shift from which he/she was transferred at Company
10- direction, provided such request is filed within three (3) days
11- following the transfer. If there are no employees in the classifi-
12- cation and department on the shift in question who satisfy the
13- six (6) month and two (2) year requirements, the senior em-
14- ployee in the classification and department who has a request
15- on file will be transferred. Notification of permanent shift trans-
16- fers will be given to employees forty-eight (48) hours in advance,
17- except in cases of emergency. Employees who are assigned at
18- the discretion of the Company due to production requirements
19- to a different shift when such shift change is identified as tem-
20- porary (sixty (60) days or less) shall return to their original shift
21- at the end of that period regardless of the above mentioned re-
22- quirements. Shift transfer requests will not be honored for the
23- purpose of filling temporary openings.

24-
25- If the Company reduces the number of employees on a shift or
26- deletes a shift entirely within a department, but does not create
27- a reduction of personnel, the affected employees will be allowed
28- to displace less senior employees in the same department on
29- the shift of their preference. If seniority does not permit dis-
30- placement, employees will be assigned by management
31- accordingly.

32-
33- **22.09 UNION OFFICIALS:** Chief Shop Steward, Stewards and six
34- (6) Negotiating Committee Members of Local 755 shall have
35- top seniority in their department and classification except in
36- cases of promotion, as long as they remain officially in such
37- capacity for the Union. If any of the above employees are no
38- longer in office, the Company will have a ten (10) working day
39- adjustment period to effect the layoff if necessary.

40-
41- **22.10 COMPANY-PLANT TRANSFER:** Employees transferred to
42- the Chula Vista Plant from Riverside Plants shall accumulate
43- seniority at the Chula Vista Plant from their date of transfer.
44- Employees transferred from the Chula Vista Plant to Riverside
45- Plants shall continue to accumulate seniority at the Chula Vista Plant.

1- **22.11 LOSS OF SENIORITY:** An employee shall lose his/her
2- seniority if he/she:

- 3-
- 4- A. Resigns;
- 5-
- 6- B. Is absent for three (3) consecutive workdays without notifi-
7- cation to the Company, unless granted an authorized Leave
8- of Absence; or fails to comply with conditions specified in
9- Section 13.01A. Consideration will be given to unusual cir-
10- cumstances beyond the employee's control that would have
11- made this reporting requirement impossible;
- 12-
- 13- C. Is discharged for just cause;
- 14-
- 15- D. Fails to register with the Human Resources Department,
16- either in person or in writing during the month of July and
17- at the time of each change of address following the effec-
18- tive month of layoff indicating his/her availability for
19- employment and obtaining verification of same: Reminder
20- cards will be mailed by the Company to the employee's last
21- known address of record each June.
- 22-
- 23- E. Is discharged or laid off due to reduction of personnel while
24- a probationary employee;
- 25-
- 26- F. Is laid off due to reduction of personnel or medical reasons
27- (see Section 13.01A) in excess of forty-eight (48) consecu-
28- tive months;
- 29-
- 30- G. Fails to report within five (5) workdays from the date of
31- mailing by certified mail, a recall notification, mailed to
32- the employee's last known address;
- 33-
- 34- H. Retires or is retired;
- 35-
- 36- I. Overstays leave of absence or disciplinary suspension
37- unless physically impossible to report;
- 38-
- 39- J. Employees transferred from the Bargaining Unit to a per-
40- manent position outside of the Bargaining Unit on or after
41- February 27, 1987 shall retain all Bargaining Unit seniority
42- possessed at the time of such transfer. Employees shall not
43- accumulate Bargaining Unit seniority while outside of the
44- Bargaining Unit, unless he/she returns to the Bargaining Unit
45- within six (6) months of his/her transfer date. Upon subse-

1- quent return to the Bargaining Unit, all retained seniority shall
2- be credited to the employee in accordance with this Section.

3-
4- It is understood that employees transferred from the Bar-
5- gaining Unit to salaried positions prior to February 27, 1987
6- shall continue to accrue Bargaining Unit seniority while out
7- of the Bargaining Unit.

8-
9- K. Is determined to be a Qualified Injured Worker (QIW) by a
10- Medical Examiner and is recommended for a rehabilitation-
11- training program under the Workers' Compensation
12- regulations.

13-
14- **22.12** The Company shall notify the Union of any employees entering
15- or returning to the Bargaining Unit. The Company will supply
16- the Union with four (4) copies of the following information:

- 17-
18- A. Weekly list of current openings
19-
20- B. Weekly Payroll Change report
21-
22- C. Departmental seniority tab report once a month
23-
24- D. Seniority recall tab once a month
25-
26- E. Classificational Seniority tab report once a month.

27-
28- The Union shall acknowledge, in writing, receipt thereof.

29-
30- **SECTION 23. GRIEVANCE PROCEDURE**

31-
32- **23.01** Employee complaints or grievances shall be processed in
33- accordance with the Grievance Procedure hereinafter provided.
34- *The Union shall be the exclusive representative of Bargaining*
35- Unit employees at all steps of the Grievance Procedure up to
36- and including arbitration.

37-
38- The parties involved shall make a sincere and determined effort
39- to settle complaints and grievances in the initial steps of the
40- Grievance Procedure and to keep the procedure free of unmer-
41- ited grievances.

42-
43- A grievance, general in nature, alleging a violation of this Agree-
44- ment may be registered by the Business Representative after
45- discussion with the Human Resources Department.

1- All such complaints in order to be timely must be presented at
2- Step 1 within fifteen (15) days from the date the Union or the
3- employee knew of the act or omission on which it is based.
4- There shall be no responsibility on the part of the Company to
5- make a retroactive adjustment for more than thirty (30) days
6- preceding the date of the registering of the grievance. The Com-
7- pany can credit against any back pay award any unemployment
8- compensation (unless there is written verification that the money
9- has been returned to the State) and interim earnings which the
10- employee has received during his/her absence from work.
11-

12- **23.02 STEP 1:** An employee who believes he/she has cause for a
13- grievance shall contact his/her immediate Supervisor alone or
14- with his/her Steward in an attempt to settle the matter. The Su-
15- pervisor shall give his/her oral answer within five (5) working
16- days after presentation.
17-

18- **23.03 STEP 2:** If a satisfactory settlement has not been reached in
19- the preceding step, the matter may be reduced to writing and
20- presented to the Supervisor for his/her disposition. The griev-
21- ance form must be filled out in triplicate and must contain the
22- following:
23-

- 24- A. Statement of the facts upon which the grievance is based;
- 25- B. The specific provisions alleged violated;
- 26- C. The corrective action requested;
- 27- D. The date and signature of the aggrieved employee;
- 28- E. The date and signature of his/her Steward. Within five (5)
29- working days, the Supervisor will give his/her signed writ-
30- ten disposition of the grievance on the grievance form and
31- return it to the Steward. Should the Supervisor neglect to
32- provide the Steward with a written disposition within the
33- time limits above, the grievance will automatically be regis-
34- tered by the Human Resources Department, after presentation
35- of a copy of the grievance form.
36-
37-
38-
39-
40-

41- If there is no satisfactory settlement at this step and the
42- Steward desires to proceed with the grievance, the griev-
43- ance must be registered with the Human Resources
44- Department within two (2) working days from the time the
45- Steward received the grievance form from the Supervisor.

1- If the grievance is not registered within the time specified,
2- it will be considered withdrawn.
3-

4- **23.04 STEP 3 - GENERAL COMMITTEE:** Within five (5) work-
5- days after a grievance has been registered by the Human
6- Resources Department, a Step 3 - General Committee hearing
7- shall take place. (If mutually agreed, this time limit may be
8- waived.) After the grievance has been registered, the Company
9- will not discuss the grievance with the aggrieved employee or
10- Steward unless the Chief Shop Steward is present (excluding
11- classification grievances).
12-

13- The General Committee shall consist of two (2) members of
14- Management, the Business Representative, or his/her authorized
15- representative, the Chief Shop Steward and one (1) Negotiat-
16- ing Committee Member who is an active employee of the
17- Company. In addition to the above members, the concerned
18- Supervisor, the Steward for the aggrieved and the aggrieved, or
19- the spokesperson for grievances involving multi-employees with
20- the same alleged violation, may be present and shall be notified
21- by the Company of the time and date, for the purpose of pre-
22- senting only such information as is relevant to the grievance.
23- When the Committee agrees they have obtained the necessary
24- facts concerning the grievance, the aggrieved employee, the
25- Steward for the aggrieved, and the concerned Supervisor will
26- be excused and the remaining members of the General Com-
27- mittee shall evaluate the facts and make every effort to resolve
28- the grievance.
29-

30- *Grievances regarding discharges, suspensions or layoffs due to*
31- *reduction in force shall be initiated in Step 3 of the Grievance*
32- *Procedure and must be registered with the Human Resources*
33- *Department within fifteen (15) days of the date of discharge,*
34- *suspension or layoff. Failure on the part of a Steward to register*
35- *such grievance within the time limit specified above shall ren-*
36- *der the grievance void.*
37-

38- The Company representative will present his/her answer in writ-
39- ing to the Union within three (3) working days after the General
40- Committee hearing. If a settlement is not reached in this step,
41- *the grievance may be appealed to Step 4 - Special Committee.*
42- Such appeal must be made in writing within five (5) working
43- days after receipt of the Company's General Committee dispo-
44- sition. Any grievance not appealed to Step 4 - Special Committee
45- shall be considered settled on the terms of the Company's last

1- disposition. If the Company neglects to give its written disposi-
2- tion within the three (3) working days time limit, the grievance
3- will be settled in favor of the Union. The Company and Union
4- may agree to waive the time limits during the Step 3 General
5- Committee grievance procedure and set mutually acceptable
6- dates for responses and appeals.
7-

8- **23.05 STEP 4 - SPECIAL COMMITTEE:** Within five (5) work-
9- days after the Union's appeal, a Special Committee, consisting
10- of three (3) members of Management, the Business Represent-
11- ative, or his/her authorized representative, two (2) Negotiating
12- Committee members, and the Chief Shop Steward will meet in
13- an effort to resolve the grievance. In addition, the aggrieved or
14- the spokesman for grievances involving multi-employees with
15- the same alleged violation, and the Department Supervisor may
16- be present for the purpose of presenting only such information
17- as is relevant to the grievance(s). In the event members of the
18- Negotiating Committee are not available, the Business Repre-
19- sentative will appoint one (1) Union member who is an active
20- employee of the Company to serve as alternate at this hearing.
21- Authorized time off of the job shall be paid for by the Company
22- for active employees named above, excluding the Business
23- Representative. When the Committee agrees they have obtained
24- the necessary facts concerning the grievance, the aggrieved
25- employee and the Supervisor will be excused and the remain-
26- ing members of the Special Committee shall evaluate the facts
27- and make every effort to resolve the grievance. The Company
28- shall give its written disposition within five (5) working days
29- from the date of such hearing. If the Company neglects to give
30- its written disposition within these time limits, the grievance
31- will be settled in favor of the Union. The Company and Union
32- may agree to waive the time limits during the Step 4 Special
33- Committee grievance procedure and set mutually acceptable
34- dates for responses and appeals.
35-

36- Unresolved grievances may be referred to arbitration in
37- accordance with the provisions of Paragraph 23.06 (Step 5 -
38- Arbitration). Grievances involving or alleging violation of
39- Section 2 (Management) shall not be subject to arbitration ex-
40- cept by mutual agreement.
41-

42- **23.06 STEP 5 - ARBITRATION:**
43-

44- A. Grievances not resolved in the preceding step may be referred
45- to arbitration by the Union. Notification of such referral

1- must be made to the Company within five (5) working days
2- from the date the Company gives its Step 4 written disposi-
3- tion. If the Union does not make such notification within
4- this five (5) working day period, the grievance will be con-
5- sidered withdrawn. The Company and Union may agree to
6- extend time limits during the Step 5 Arbitration procedure.
7-

- 8- B. A permanent panel of five (5) arbitrators shall be selected
9- jointly by the Company and the Union. This panel shall be
10- reviewed annually by the parties for the purpose of replac-
11- ing arbitrator(s) no longer acceptable to either party or no
12- longer available. Within five (5) working days after the
13- Company is notified of the Union's intent to arbitrate, the
14- Company and the Union shall jointly select an arbitrator
15- from the permanent panel list on a rotational basis. Should
16- the parties fail to reach agreement on selecting the panel,
17- the parties shall jointly request the Federal Mediation and
18- Conciliation Service to submit a panel of seven (7) arbitra-
19- tors. Within three (3) working days after receipt of such list
20- from FMCS, the parties shall meet and each alternately
21- strike three (3) persons from such list; the last remaining
22- person to serve as arbitrator. The first person to strike from
23- such list shall be determined by lot.
24-
- 25- C. The decision of the arbitrator, subject to any remedies of
26- the parties at law, shall be final and binding.
27-
- 28- D. The arbitrator shall have only the authority set forth herein,
29- and shall have no power to add to or subtract from or modify
30- any of the terms of this Agreement, or any agreements made
31- supplementary hereto.
32-
- 33- E. During any hearing called by the arbitrator, each party shall
34- have full opportunity to present evidence and argument,
35- both oral and documentary. All matters of procedure in such
36- hearing shall be determined by the arbitrator in a manner
37- consistent with the terms of this Agreement and the sub-
38- mission agreement(s), if any. If the parties fail to agree on a
39- joint submission statement, each party shall prepare sepa-
40- rate submission statements, clearly stating the arbitrable
41- issue or issues to be decided.
42-
- 43- F. The arbitrator shall render his/her findings and award, in
44- writing, to the parties not later than sixty (60) days after the
45- conclusion of the hearing. The parties may mutually agree

1- to an extension of the sixty (60) day period, but in no case
2- will it be extended more than thirty (30) days. Any such
3- agreement to extend the time must be in writing, a copy of
4- which will be given to the arbitrator. The arbitrator is absolutely
5- bound to render his/her award in specifics and detail in ac-
6- cordance with this provision. If the arbitrator fails to meet
7- the time requirements defined herein, he/she agrees that
8- neither party will be charged for his/her services and he/
9- she, therefore, agrees to render his/her award without pay-
10- ment. Nor will any arbitrator be allowed to retain jurisdiction
11- over any case, once he/she has rendered his/her award.
12-

- 13- G. The costs of arbitration shall include the fees and expenses
14- of the arbitrator, and any witnesses called by the arbitrator
15- shall be borne by the party whose principal contention was
16- rejected by the arbitrator; except, however, that each party
17- shall pay the fees of its own representatives and witnesses
18- for time lost. Any dispute as to whose principal contention
19- was rejected shall be determined by the arbitrator. If the
20- arbitrator orders a copy of the transcript of the hearing, the
21- parties will share the cost of the arbitrator's copy. The par-
22- ties also agree to share the cost of the hearing room. If either
23- party cancels the arbitration prior to the hearing date, that
24- party will be liable for the arbitrator's fees. Should the ar-
25- bitration be cancelled by mutual agreement, the fees would
26- then be shared by the parties.
27-

28- SECTION 24. HEALTH AND SAFETY

- 29-
30- 24.01 The Company agrees to continue to make reasonable provi-
31- sions for the safety and health of its employees, and shall
32- continue to maintain an Employee Plant Safety Committee. Six
33- (6) members shall be selected by the Union from the employ-
34- ees of the Company, three (3) of which will be assigned from
35- the first shift, two (2) from the second shift and one (1) from
36- the third shift. This Committee shall meet at least once each
37- month. Safety problems raised at the meeting will be recorded
38- in the minutes of the meeting and copies will be distributed to
39- the Employee Plant Safety Committee members. Disposition
40- of the recorded safety problems will be reviewed at the next
41- meeting. Unresolved safety problems will be discussed with
42- the Union Safety Committee Chairman.
43-
44-
45-

1- The Company will establish a Plant Safety Committee at each
2- satellite facility, with 25 or more employees, covered by this
3- agreement. The Committee shall consist of no more than six (6)
4- members selected by the Union for each facility and shall meet
5- on a monthly basis.
6-

7- **24.02** An employee may refuse to work on a job which he/she thinks
8- is not reasonably safe, or that might unduly endanger their health.
9- In all such cases, the employee shall first report the condition
10- to the Supervisor who will promptly call in the Safety Supervi-
11- sor, or an authorized representative. After reviewing the reported
12- condition, the Safety Supervisor or an authorized representa-
13- tive shall notify the employee and the Supervisor in writing of
14- the decision, which decision shall be final. The employee shall
15- return to the job if the job is deemed to be safe.
16-

17- **24.03** Any dispute shall be subject to the regular Grievance Procedure.
18-

19- SECTION 25. REST PERIODS

20-

21- **25.01** There will be two (2), ten (10) minute rest periods for the first
22- and second shifts, as such shifts are provided for in Section
23- 9.07, one (1) before and one (1) after the regular lunch period;
24- at such times as are designated by the Company. Those em-
25- ployees who work two (2) or more hours of overtime either
26- before or after their assigned shift will be granted a ten (10)
27- minute rest period at a time designated by the Company.
28-

29- SECTION 26. GROUP HEALTH BENEFITS, 30- LIFE INSURANCE AND LONG TERM DISABILITY 31- BENEFITS

32-

33- **26.01** The Comprehensive Group Health Benefits, Life Insurance and
34- Long Term Disability Benefits are outlined in the Summary of
35- the Plan on Pages 98 through 104 of this Agreement.
36-

37- SECTION 27. DENTAL PROGRAM

38-

39- **27.01** The current dental program portion of the Comprehensive Group
40- Health Program is outlined on Pages 98 through 100 of this
41- Agreement.
42-
43-
44-
45-

SECTION 28. JURY DUTY

28.01 JURY SERVICE OR EXAMINATION: To encourage public service, when an employee is called to serve as a juror he/she will be paid their normal straight time up to a limit of eight (8) hours per day and forty (40) hours per week for the time required for such jury duty service.

Employees summoned to appear for jury duty should inform their supervisor of their scheduled dates of service as soon as notified.

First shift employees who are excused from jury service prior to the first half of their work shift have up to one and one-half (1-1/2) hours to return to work and complete their shift. If jury service lasts past the first half of their shift, employees are not required to return to work. If jury service begins after the first half of the shift is finished, employees will be given sufficient time (1-1/2 hours) to report for jury duty.

Second and third shift employees excused before completing three (3) hours of jury service, will be expected to report to work on the next assigned work shift. If jury service is greater than three (3) hours, employees will not be required to work the next assigned shift. Third shift employees who serve greater than three (3) hours on jury duty on Friday, will not have to work their next regularly scheduled work shift (generally Sunday night/Monday morning).

Employees should call their department to keep them informed of their daily juror assignments.

28.02 To receive payment for jury service, the employee must provide the original attendance certification. In no case will payment be made for jury duty pay for service which may be performed on Saturday and/or Sunday of our employees' regularly scheduled workweek.

A maximum of twenty (20) regular eight (8) hour work days will be compensated during any one (1) calendar year. This can be extended under unusual circumstances by the employee's manager.

Payment for time lost will be at the employee's regular rate of pay at the time of jury duty absence including shift and/or group leader bonuses. No overtime will be included in any payment time lost for jury service.

1- **28.03 WITNESS IN COURT:** When an employee is absent from
2- work in order to serve as a witness in a case in a court of law to
3- which he/she is not a party either directly or, as a member of a
4- class and where such absence is in response to a legally valid
5- subpoena, he/she shall be granted pay for those hours for which
6- he/she is for such reason absent from work during his/her regu-
7- lar eight (8) hour day or regular five (5) day workweek. Such
8- employee will be required to submit evidence of such service
9- as a witness to the Company in order to qualify for such pay-
10- ment. Pay for absence due to service as a witness shall be
11- computed in the same manner as pay for absence due to jury
12- duty as provided above.

13-
14- Pay for work time lost for service as a witness shall not exceed,
15- for any one employee, a total of ten (10) regular eight (8) hour
16- days in any one calendar year. However, if an employee is sub-
17- poenaed to testify against the Company, the employee will not
18- be eligible for such pay.

20- SECTION 29. PAY DATES

21-
22- **29.01** Paychecks shall be issued biweekly covering a two-week period
23- from 12:01 a.m. On Sunday to 12 midnight on Saturday. Payday
24- is on the Friday following the completion of each two-week
25- payroll period; with the exception of second shift employees
26- who are paid on Thursday for payment of wages up to and in-
27- cluding shifts scheduled to and including the previous Sunday.

28- SECTION 30. WAGES

29-
30-
31- **30.01** The following labor grade structure becomes effective on the
32- dates indicated below:

33- Hourly Base Rate Ranges

	Feb. 17, 2003		Feb. 16, 2004		Feb. 14, 2005	
<u>Lbr. Grd.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
36- 1	\$12.45	\$26.98	\$12.45	\$27.65	\$12.45	\$28.20
37- 2	\$12.06	\$26.47	\$12.06	\$27.13	\$12.06	\$27.67
38- 3	\$11.73	\$26.05	\$11.73	\$26.70	\$11.73	\$27.23
39- 4	\$11.42	\$25.67	\$11.42	\$26.31	\$11.42	\$26.84
40- 5	\$11.11	\$25.25	\$11.11	\$25.88	\$11.11	\$26.40
41- 6	\$10.80	\$24.86	\$10.80	\$25.48	\$10.80	\$25.99
42- 7	\$10.49	\$24.46	\$10.49	\$25.07	\$10.49	\$25.57
43- 8	\$10.18	\$24.01	\$10.18	\$24.61	\$10.18	\$25.10
44- 9	\$ 9.55	\$23.09	\$ 9.55	\$23.67	\$ 9.55	\$24.14
45- 10	\$ 7.99	\$20.77	\$ 7.99	\$21.29	\$ 7.99	\$21.72

1- **30.02. LUMPSUM PAYMENT:** On March 28, 2003, each employee
2- covered by this agreement on the active payroll, approved per-
3- sonal, medical or military encampment leaves of absence on
4- February 17, 2003, shall receive a \$1000 lump sum payment.
5-

6- **30.03** The base rate of each employee who is on the active payroll of
7- the Company as of February 17, 2003, will be increased by
8- three (3) percent rounded to the nearest cent. After application
9- of the general wage increase, the amount of COLA float that
10- each employee was receiving on February 16, 2003, maximum
11- one dollar and twenty-five cents (\$1.25) will be added to their
12- base rate. COLA adjustments after February 17, 2003 will be
13- paid as float throughout the duration of the agreement.
14-

15- **30.04** Effective February 16, 2004, the base rate of each employee
16- who is on the active payroll of the Company on that date will
17- be increased by two and a half (2-1/2) percent rounded to the
18- nearest cent.
19-

20- **30.05** Effective February 14, 2005, the base rate of each employee
21- who is on the active payroll of the Company on that date will
22- be increased by two (2) percent rounded to the nearest cent.
23-

24- **30.06** The application of the foregoing will result in some employees
25- having base rates which exceed the new rate range maximums
26- of the labor grade to which they are assigned. Such rates will
27- be referred to as red-circled rates and an employee whose base
28- rate is red-circled is referred to as a red-circled employee.
29-

30- **30.07** Wage increases specified in Paragraph 30.01 will be granted to
31- employees who are recalled from layoff during the term of the
32- agreement.
33-

34- **SECTION 31. COST-OF-LIVING ALLOWANCE**

35-

36- **31.01** A cost-of-living allowance shall be granted to eligible employees
37- covered by this Agreement in accordance with provisions set
38- forth in this Section 31.
39-

40- **31.02** The cost-of-living allowance, if any, will be determined in ac-
41- cordance with changes in the new Consumer Price Index (CPI)
42- for Urban Wage Earners Clerical Workers, (CPI-W), (United
43- States City Average-All Items, 1982-1984 = 100), published
44- monthly by the Bureau of Labor Statistics, United States De-
45- partment of Labor and hereinafter referred to as the "Price Index".

1- **31.03** Adjustments in the cost-of-living allowance shall be made on
2- the following effective dates and shall apply to all employees
3- on the active payroll on each effective date. Employees hired
4- subsequent to each effective date shall not receive that or any
5- prior cost-of-living adjustment but will be eligible for future
6- cost-of-living adjustments commencing on the next effective
7- date following date of hire. The amount of the cost-of-living
8- adjustment on each effective date shall be one (1) cent = .075
9- percent in the designated three-month average of the BLS
10- Index for November 2002, December 2002, January 2003,
11-
12-

<u>Effective</u>	<u>Designated Three-Month Average of BLS Index For</u>
13- June 2, 2003	February, March, April 2003
14- September 1, 2003	May, June, July 2003
15- December 1, 2003	August, September, October 2003
16- March 1, 2004	November, December 2003, 17- January 2004
18- June 7, 2004	February, March, April 2004
19- September 6, 2004	May, June, July 2004
20- December 6, 2004	August, September, October 2004
21- March 7, 2005	November, December 2004, 22- January 2005
23- June 6, 2005	February, March, April 2005
24- September 5, 2005	May, June, July 2005
25- December 5, 2005	August, September, October 2005
26- 27-	

28- **31.04** The amount of any cost-of-living allowance of this Section,
29- applied during the period this Section is in effect, shall be in-
30- cluded with the base rate of each eligible hourly employee in
31- determining currently effective pay rates for the following purposes
32- subject to the applicable provisions of the following Sections:
33- Overtime Pay, Holiday Pay, Vacation Pay, Sick Leave Pay, Jury
34- Duty Pay, Bereavement Pay and Military Encampment Pay.
35-

36- **31.05** In the event that any BLS Index referred to herein is not offi-
37- cially published on or before the Wednesday immediately
38- preceding the effective date on which a cost-of-living adjust-
39- ment would otherwise be made, such adjustment will be made
40- effective the Monday following the first Wednesday such BLS
41- Index is officially available.
42-

43- **31.06** No adjustment, retroactive or otherwise, shall be made because
44- of any revision which later may be made in the published
45- figures of the BLS Index:

SECTION 32. PENSIONS

1-
2-
3- **32.01** The Pension Plan Agreement and the Pension Plan, both re-
4- stated in 1976 (and as amended through December 1986)
5- between the Company and the Union shall remain in full force
6- and effect for the duration of this Agreement. It is understood
7- that the reference to such Agreement herein shall not vary the
8- terms of said Agreement. A summary of the schedule of ben-
9- efits for retirees under the Pension Plan is contained on Pages
10- 105 through 107.

SECTION 33. SECURITY CLAUSE

11-
12-
13-
14- **33.01** The Union recognizes that the Company has certain obliga-
15- tions in its contracts with the Government pertaining to security,
16- and agrees that nothing contained in this Agreement is intended
17- to place the Company in violation of its security agreement
18- with the Government.

19-
20- **33.02** Therefore, in the event that the U.S. Air Force, U.S. Navy, or
21- other Government agency duly concerned with Rohr, Inc.,
22- security regulations advises the Company in writing that any
23- employee in the Union Bargaining Unit is restricted from work-
24- ing on or having access to classified information and material,
25- the Union will not contest such action as the Company may
26- take pursuant to such advice to comply with the security obli-
27- gations to the Government. In the event such Government
28- agency, following the taking of such action, advises the Com-
29- pany in writing that such employee is no longer restricted for
30- work on or having access to classified information and
31- material, the Company shall, promptly after receipt of such
32- written advice from such Government agency, reinstate with
33- seniority and subject to the provisions of Section 22 (Senior-
34- ity) such an employee, if he/she properly applies for such
35- reinstatement, to the same job classification and rate of pay he/
36- she held at the time such action was taken and will assist such
37- employee and/or the Union in obtaining and preparing the
38- necessary claim forms to be used in the processing of an appli-
39- cation to such Government agency for restoration by the
40- Government of lost pay.

SECTION 34. OVERTIME

41-
42-
43-
44- **34.01** Hours worked in excess of eight (8) hours in a regular workday
45- on the first and second shifts, and hours worked in excess of

1- six and one-half (6-1/2) hours on the third shift, shall be paid for
2- at one and one-half (1-1/2) times the employee's regular hourly rate.
3-

4- **34.02** Hours worked in excess of twelve (12) hours in a regular work-
5- day, on the first and second shifts, shall be paid for at double
6- the employee's regular hourly rate. Hours worked in excess of
7- ten and one-half (10-1/2) hours in a regular workday on the
8- third shift shall be paid for at double the employee's regular
9- hourly rate.
10-

11- **34.03** Employees shall be paid at one and one-half (1- 1/2) times their
12- regular hourly rate for the first eight (8) hours of work per-
13- formed on Saturday, and at double their regular hourly rate for
14- all hours worked on Sunday, or a designated holiday.
15-

16- **34.04** Hours worked in excess of eight (8) hours on Saturday shall be
17- paid for at double the employee's regular rate (third shift after
18- six and one-half (6-1/2) hours).
19-

20- **34.05** A second shift employee whose regular shift extends into an
21- overtime day will not be paid premium pay unless the employee
22- shall have worked more than eight (8) consecutive hours. A
23- third shift employee whose first regular shift of the week com-
24- mences on an overtime day will not be paid premium pay for
25- those hours worked on such overtime day. When it is necessary
26- to work overtime for the continuation of work assignments in
27- excess of the employee's regularly scheduled shift on a holi-
28- day, Saturday or Sunday of his/her workweek, the Company
29- may work the employee up to a maximum of two (2) hours into
30- the next shift.
31-

32- In the event an employee works eight (8) or more consecutive
33- hours (or six and one-half (6-1/2) or more if on the third shift),
34- the consecutive hours worked which are in excess of eight (8)
35- or six and one-half (6-1/2), as the case may be, will be paid for
36- at the rate of time and one- half (1-1/2) the employee's regular
37- rate, even though such hours worked began in one workday
38- and ended in the following workday.
39-

40- **34.06** All overtime work shall be voluntary on the part of the employ-
41- ees and shall be rotated and equally distributed whenever
42- practical among the employees in a department or mutually
43- agreed upon areas by classification and shift in which the over-
44- time work is to be performed. If an insufficient number of
45- employees accept the overtime, employees holding the same

1- classification in other departments within the plant will be asked.
2- Exception to this can be made by the Chief Shop Steward or the
3- Business Representative. It is not the intent of the Company to
4- deliberately assign weekend overtime to one shift in order to
5- avoid the assignment of overtime to another shift. The Union
6- will not at any time take or condone concerted activities to refuse
7- overtime during the term of the agreed Contract. In departments
8- where overtime work is performed, the Company shall furnish
9- a weekly list of all overtime work performed by the Bargaining
10- Unit employees in that department. A department overtime reg-
11- ister shall be kept up to date and open for inspection by any
12- employee. The following will apply respecting overtime charging:

13-
14- A. **CHARGING PERIOD:** The charging of overtime will
15- commence at the beginning of each calendar year unless
16- the Steward and department management have agreed to a
17- different practice.

18-
19- B. **CHARGING METHOD FOR OVERTIME:** Employees
20- will be charged for overtime worked or offered based upon
21- the following examples:

22- Saturday - 8 hours equals 12 hours

23- Sunday - 8 hours equals 16 hours

24- Holidays - 8 hours equals 16 hours

25-
26- Employees will not be charged for overtime if they refuse
27- and the job that is scheduled is not worked.

28-
29- C. **FAILURE TO REPORT, LEAVE EARLY, OR TARDI-**
30- **NESS:** Employees who accept overtime but then fail to
31- report or fail to work all of the scheduled overtime hours
32- without reasonable cause will subject themselves to appro-
33- priate disciplinary action beginning with a verbal warning
34- for the first occasion, and a written warning, suspension,
35- and termination for subsequent occasions of absence.

36-
37- For each six (6) month period when the employee does not
38- receive a successive step of disciplinary action under this
39- Section, the last step of discipline will be removed from the
40- employee's personnel record.

41-
42- D. **CHARGING METHOD FOR TRANSFERS AND NEW**
43- **HIRES:** All employees hired, rehired, recalled, reclassi-
44- fied and/or transferred shall immediately upon completion
45-

1- of their probationary period (applicable to new hires and
2- rehires) assume the average overtime hours of the classifica-
3- tion and shift in the department or area assigned.
4-

5- **E. EMPLOYEES ABSENT WHEN OVERTIME ASSIGNED:**

6- Employees who are on vacation, leave of absence or
7- absent for any other reason on the date of overtime assign-
8- ment shall be charged for overtime as if they would have
9- been scheduled for such overtime. Employees who do not
10- work overtime on Saturday will not be considered as being
11- absent for overtime charging purposes if subsequent over-
12- time is assigned for the following Sunday.
13-

14- **F. OVERTIME WORK OUTSIDE CLASSIFICATION**

15- **AND DEPARTMENT:** The Company and Union agree
16- that overtime hours worked outside of an employee's clas-
17- sification, department and shift will be charged against
18- overtime hours recorded in his/her own department; how-
19- ever, if an employee works overtime in a classification,
20- department or shift other than his/her own, it is the
21- Supervisor's and the Steward's responsibility to report such
22- overtime hours worked to the employee's home department.
23- Additionally, the Company will not be held liable for griev-
24- ances arising because of failure of any of the responsible
25- parties to report such work to the employee's department,
26- or from these hours resulting in an imbalance of overtime
27- distribution between employees in the home department.
28-

29- This does not mean that an employee has any rights to work
30- overtime in a classification, department or shift other than
31- his/her own; but if he/she in fact does work overtime out-
32- side of his/her department, classification or shift he/she is
33- to be charged for it. He/she is not to be charged if he/she
34- refuses overtime offered outside of his/her department, clas-
35- sification or shift.
36-

37- The manner by which such overtime is reported back to the
38- home department is left to the discretion of the Supervisor
39- and Steward.
40-

41- **G. OVERTIME ASSIGNMENTS/CALL-IN:** Employees
42- who have left the plant and who are contacted for overtime
43- assignments will not be charged for refusals. However, those
44- who accept such overtime assignments will be charged for
45-

1- all overtime worked in accordance with Section 34.06B.
2- The department Supervisor and Steward will meet quar-
3- terly for the purpose of jointly reviewing overtime registers.
4-

5- In the event significant imbalances of overtime charges
6- become a matter of discussion, the Supervisor will make
7- every effort to eliminate these imbalances during the next
8- quarter.
9-

10- **34.07** All overtime payment shall be based on the employee's regular
11- rate and shall not be computed on an overtime basis.
12-

13- Probationary employees have no rights to overtime work until
14- they have completed their probationary period. At that time,
15- they will be given the average overtime hours in their classifi-
16- cation, department and shift. However, if all of the employees
17- in a particular classification, department or mutually agreed upon
18- area and shift refuse overtime offerings, then probationary em-
19- ployees may be offered this overtime.
20-

21- The Company agrees to pay overtime as in the case of the fol-
22- lowing example: Employee's regular shift starts at 7:00 a.m.
23- The employee is rescheduled for a ten (10) hour shift starting at
24- 5:00 a.m. If the Company sends the employee home after eight
25- (8) hours, the first two (2) hours will be paid at one and one-
26- half (1-1/2) times the employee's regular rate of pay. If the
27- employees leave work at their own volition after eight (8) hours,
28- they will be paid at their regular rate for eight (8) hours.
29-

30- **SECTION 35. WAGE ADVANCEMENT PROVISIONS** 31- **AND WAGE PLACEMENT** 32-

33- **35.01** Employees assigned to Bargaining Unit classifications will re-
34- ceive Automatic Wage Increases of forty (40) cents per hour,
35- every twenty-six (26) weeks in accordance with the provisions
36- of this Section 35, provided such increases do not place the
37- employee's base rate above the maximum of the labor grade of
38- their classification. Such increase will be effective the first
39- Monday following the completion of twenty-six (26) weeks in
40- their assigned classification. If an automatic increase will bring
41- an employee's base rate within ten (10) cents of the maximum
42- of the assigned rate range, such amount shall be added to this
43- last automatic increase.
44-
45-

1- Absences of three (3) or more continuous work weeks not covered by authorized vacation with pay shall not be counted toward
2- the accumulated time for automatic wage increases.
3-
4-

5- **35.02** New hires, rehires and employees transferred or promoted may
6- have base rates which fall below the rate range minimums of
7- their assigned classifications. Such employees base rates shall
8- be no lower than the minimum of labor grade ten (10).
9-

10- Employees promoted to a higher classification assigned within
11- labor grades one (1) through five (5) inclusive will be placed at
12- a base rate no lower than the minimum of four (4) labor grades
13- below the labor grade of their assigned classification.
14-

15- **35.03** Employees who are promoted to a classification with a higher
16- level labor grade shall receive a forty (40) cents per hour increase. However, in no event will a promotional increase be
17- granted that will cause an employee's base rate to exceed the
18- maximum of the rate range for the labor grade of their assigned
19- new classification. Employees promoted under this Section will
20- begin their next twenty-six (26) week Automatic Wage Increase
21- period concurrent with their assignment to the new classification.
22-
23-

24- **35.04** Employees transferred, recalled, or regressed to a classification
25- with a lower or equal labor grade shall retain their current base
26- rate or if returning to a formerly held classification shall receive a rate of pay in the same relative position of the rate range
27- that they were receiving in such former classification, whichever
28- is greater. In no case will an employee receive a rate of pay
29- higher than the maximum of the rate range of the classification
30- to which being recalled, regressed or transferred. Such employees
31- will retain time earned, if any, towards their next Automatic
32- Wage Increase, if applicable.
33-
34-

35- **35.05** Employees who are promoted or transferred under Section
36- 35.02, 35.03, 35.04 and who do not demonstrate the ability to
37- satisfactorily perform at any time within sixty (60) days for
38- labor grades 10 through 5 inclusive; ninety (90) days for labor
39- grades 4 through 1 inclusive after entry to the new classification shall be returned to their former classification and base
40- rate plus any Automatic Wage Increase they would have received in accordance with Sections 35.01 or 35.02 had they
41- remained in the former classification, provided they have seniority rights to return to such classification. Employees returned
42- to a former classification due to unsatisfactory performance will
43-
44-
45-

- 1- begin their next twenty-six (26) week Automatic Wage Increase
2- period concurrent with the assignment to the formerly held clas-
3- sification. Seniority will not be credited for any time spent in a
4- classification in which satisfactory performance is not demon-
5- strated during the above indicated applicable time period.
- 6-
7- Employees who are transferred at the discretion of the Com-
8- pany or who are regressed due to a reduction in force prior to
9- completion of the above periods of time shall retain the time
10- accrued in the classification from which being transferred or
11- regressed. Such time will be reinstated upon the employee's
12- return to this specific former classification.
- 13-
14- **35.06** Employees recalled or regressed to a formerly held classifica-
15- tion with a higher labor grade shall receive a rate of pay in the
16- same relative position of the rate range that they were receiving
17- in such former classification or their present rate, whichever is
18- greater. In no case will an employee receive a rate of pay higher
19- than the maximum of the rate range of the classification to which
20- being recalled or regressed. Such employee will retain time
21- earned, if any, towards their next Automatic Wage Increase, with
22- such retained time being credited towards their next Automatic
23- Wage Increase period, if applicable, in the classification to which
24- they are being regressed or recalled.
- 25-
26- **35.07** Effective on June 1, 1987, the retaining and crediting of time
27- earned toward the next Automatic Wage Increase as contained
28- in Section 35.04 and Section 35.06 was modified as follows:
- 29-
30- Employees transferred, recalled or regressed from a classifica-
31- tion where their base rate is not at the maximum of their labor
32- grade rate range, to a classification where their base rate is at
33- the maximum of the labor grade rate range, shall have the num-
34- ber of weeks earned towards their next Automatic Wage Increase,
35- if any, in their former classification credited (banked) and placed
36- in a suspense account. When such employees are subsequently
37- transferred, recalled or regressed to a classification where their
38- base rate is not at the maximum of their labor grade rate range
39- such credited (banked) time, if any, will be applied towards their
40- next twenty- six (26) week Automatic Wage Increase period
41- concurrent with their assignment to the new classification.
- 42-
43- **35.08** The Company, at its sole discretion, may grant merit increases
44- in addition to the increases granted in accordance with this
45- Section 35.

1- **SECTION 36. CHANGING CONDITIONS**
2-

3- **36.01** It is recognized that changing conditions and circumstances may
4- require the establishment of new job classifications within the
5- *Collective Bargaining Unit heretofore defined. Under such cir-*
6- *cumstances, the Company shall prepare and submit to the Union*
7- *for negotiations, the descriptions, evaluations, and rate ranges*
8- *for such job classifications as will have been determined to be*
9- *within the Collective Bargaining Unit. If agreement has not been*
10- *reached after thirty (30) days, the Company may place the job*
11- *classification and rate range into effect. The Union shall have*
12- *the right, within thirty (30) days thereafter, to file a grievance*
13- *over the alleged improper rate range and/or description for such*
14- *job classification. If the Union does not file a grievance within*
15- *the time limited above, the job classification and rate range es-*
16- *tablished by the Company shall be considered to be fair and*
17- *equitable and shall remain in effect. Such grievances shall be*
18- *referred to the Step 4 - Special Committee of the Grievance*
19- *Procedure and in the event the Step 4 - Special Committee is*
20- *unable to satisfactorily resolve the matter, the unresolved issue*
21- *or issues may be submitted to arbitration, in accordance with*
22- *the provisions of Section 23.06 (Arbitration). Notwithstanding*
23- *Section 23.06G, the costs of arbitration disputes regarding al-*
24- *leged improper Job Descriptions and/or labor grades shall be*
25- *borne equally by the parties except, however, that each party*
26- *shall pay the fees of its own representatives.*
27-

28- **36.02** The Company will not combine or split-out existing job classi-
29- fications, nor establish new job classifications solely for the
30- purpose of providing seniority protection for individual employ-
31- ees or a small group of employees holding a common
32- classification.
33-

34- **36.03** A "Statement of Policy Governing the Application and Admin-
35- istration of Job Descriptions and Job Classifications" has been
36- negotiated and is included as Appendix "B" of this Agreement.
37-

38- **36.04 NEW TECHNOLOGY:** The Company and the Union agree
39- that it is to their mutual benefit and a sound economic and so-
40- cial goal to utilize the most efficient machines, processes,
41- methods and/or materials. In this way, the Company will be
42- able to compete effectively in the marketplace and, thereby, pro-
43- vide economically secure jobs for its employees. It is the
44- Company's policy to assure that training is available for its
45- employees so that they may have the opportunity to acquire the

1- knowledge and skills required by the introduction of new
2- technology.

3-
4- In order that employees can better prepare themselves for the
5- skill requirements of the future, and in its fulfillment of its obli-
6- gation to provide information to the Union, the Company will
7- periodically provide a briefing to the Union of the Company's
8- plans for the introduction of new technology which may affect
9- the employees. During these briefings, the Company will in-
10- form the Union of anticipated schedules of introduction of new
11- technology, and will identify areas of skill impacts and any in-
12- tended training programs associated with those impacts. The
13- Union, and its representatives, will protect the confidentiality of
14- Company sensitive and proprietary information disclosed in the
15- briefings.

16- SECTION 37. TERM

17-
18-
19- **37.01** This Agreement shall become effective as of February 17, 2003,
20- and shall remain in full force and effect to and including
21- February 12, 2006.

22-
23- **37.02** Written notice of desire to negotiate amendments or an exten-
24- sion of this Agreement, or a new Agreement, must be given by
25- either party to the other party not sooner than ninety (90) nor
26- later than sixty (60) days immediately prior to February 12, 2006.
27- Negotiations, therefore, shall commence not later than forty (40)
28- days immediately prior to February 12, 2006. If notification is
29- given as specified above, either party may notify the other party
30- in writing of its desire to terminate the Agreement by giving ten
31- (10) days notice. Such notice, however, may not be given prior
32- to ten (10) days before February 12, 2006. The parties may
33- mutually agree to extend the life of this Agreement even though
34- the ten (10) days notice has been served.

APPENDIX "A"
CLASSIFICATION LISTING

	<u>New</u>	<u>Labor</u>	<u>Old</u>	<u>Classification Titles</u>
	<u>Code</u>	<u>Grade</u>	<u>Code</u>	
1-				
2-				
3-				
4-	UN1344	01	2-5102	Air Conditioning &
5-				Refrigeration Mechanic
6-				
7-	UN1264	10	2-5010	Custodian
8-	UN1204	01	2-8001	Development
9-				Technician
10-	UN1199	01	2-5001	Electrician Maintenance
11-	UN1200	01	2-5101	Electronics Maintenance
12-		*	2-0000	Group Leader
13-	UN1207	01	2-3101	Inspector Instruments
14-	UN1206	01	2-3001	Inspector-Material
15-				Review
16-	UN1202	01	2-4201	Machinist
17-	UN1201	01	2-5301	Maintenance Technician
18-	UN1211	07	2-5007	Maintenance Utility
19-				Worker
20-	UN1210	06	2-2106	Manufacturing
21-				Technician
22-	UN1205	01	2-8101	Plaster & Plastic Tool
23-				Maker
24-	UN1208	01	2-3301	Quality Technician
25-	UN1209	05	2-7005	Truck Driver
26-	*Per Agreement			
27-				
28-				
29-				
30-				
31-				
32-				
33-				
34-				
35-				
36-				
37-				
38-				
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40-				
41-				
42-				
43-				
44-				
45-				

- 1- 2. The "Classificational Summary" is a brief description of
2- the classification as a whole and distinguishes the classifi-
3- cation from other classifications.
4-
- 5- 3. The "Typical Work Performed" Section describes typical
6- and normal requirements of the classifications. These re-
7- quirements shall be characteristic of and illustrative of the
8- level of difficulty of the classification.
9-
- 10- 4. The "Knowledge and Ability Required" Section shall describe
11- in general terms the basic qualifications an employee must
12- possess in order to perform the requirements of the classification.
13-
- 14- B. The Job Description is written to define and illustrate the level
15- of difficulty of the job and as such shall be interpreted and ap-
16- plied in its entirety as a composite picture of the job requirements.
17-
- 18- C. When a work operation or function is described in the same
19- manner in more than one classification or in different classifi-
20- cations, such work operations or functions are not distinguishing
21- elements or determinant of level of difficulty between those
22- classifications, but are only stated for descriptive purposes or
23- because they are such an integral part of the job that their omis-
24- sion would be undesirable from the standpoint of completeness.
25-
- 26- D. Job relations between employees may include giving guidance
27- and instruction to each other, as long as such guidance and in-
28- struction is not extended to conflict with the duties and
29- responsibilities of a Group Leader or a Supervisor.
30-
- 31- E. The work operations, duties and other distinguishing charac-
32- teristics described in a Job Description are those which are
33- performed under guidance or instruction which is considered
34- usual and normal for the work described.
35-
- 36- F. An employee shall not necessarily be required to perform all of
37- the work operations described in a Job Description in order to
38- be eligible for classification thereunder. However, inability to
39- perform operations described which are required by the assigned
40- job may constitute cause for reclassification.
41-
- 42- G. An employee shall not be eligible for classification under a Job
43- Description by reason of performing isolated or singular duties
44- that are incidental to his/her job but which are described in the
45- other Job Description.

- 1- H. A Job Description shall not be construed so as to grant or con-
2- cede an employee or group of employees any right to refuse to
3- perform assigned work for the reason that such work is not
4- described specifically in the Job Description for his/her job clas-
5- sification or is described in another Job Description.
6-
7- I. Although reference is frequently made in the Job Descriptions
8- to aircraft work and to airplane parts, assemblies, etc., it is not
9- the intent to limit the work defined to aircraft manufacture.
10- When other products are manufactured, it is understood that
11- these descriptions shall still be used, when applicable, in as
12- much as their primary purpose is to establish a level of difficulty.
13-
14- J. A "Glossary of Terms" stating agreed upon definitions of terms
15- and meanings of words shall be established and recorded in
16- writing to clearly indicate usage, intent, and meaning, and these
17- terms and word meanings shall be consistently used and
18- applied in all Job Descriptions.
19-
20- K. This Statement of Policy is not intended to approve any
21- misclassification, nor is it intended to bar correct classification
22- of any work or any employee, nor to bar grievances alleging
23- improper classifications or improper assignment.
24-

25- GLOSSARY OF TERMS

26- ADAPTS

27- To utilize for other purposes than originally intended or to modify,
28- alter or change furnished tooling, production aids, equipment, etc., to
29- fit it for a specific need without altering its basic design.
30-
31-

32- ANGLE-COMPOUND

33- The angle between the two non-coinciding sides of two oblique angles
34- which are different planes and have a vertex and one side in common.
35- Making it a compound angle usually presents a coordinating tolerance
36- problem since it results from the holding within tolerances of two ad-
37- joining component angles. After the compound angle is formed, its
38- measurement with protractor, square or sine bar is exactly the same as
39- for any other angle and no more difficult.
40-

41- AS REQUIRED

42- Means performance of work operations if and when such are neces-
43- sary or is used to mean an occasional or incidental job requirement in
44- accomplishing the work assignment as long as such are within the
45- level of difficulty as described in the Job Description.

1- **ASSIST-ASSISTS**

2- To help or aid, but does not imply that a worker in a lower classifica-
3- tion is responsible for the quantity, quality, or preciseness of work
4- which is normally required of a worker in a higher classification. This
5- does not imply that the worker in assisting may not work independ-
6- dently, so long as such work is of the level of difficulty of his/her
7- classification.

8-

9- **AUTHORIZED DOCUMENT**

10- Any type of document which is used by the Company to transmit to
11- the worker what is to be done, how it is to be done, and/or what speci-
12- fications or requirements are applicable to the work.

13-

14- **CAPACITY**

15- As used with regard to the operation of machine tools and fabrication
16- machines, means the full utilization of the particular category of tools
17- and equipment specified and in accordance with custom and current
18- operating maintenance practices throughout the plant. It is recognized
19- that the above will not necessarily include every machining or fabri-
20- cation operation for which any particular type of equipment was
21- designed by the machine tool or fabrication machine manufacturer.

22-

23- **CHECK, FUNCTIONAL**

24- To determine or ascertain whether a major unit of, or portion of a
25- system performs the function for which it is intended and if not, whether
26- rework or alteration is required.

27-

28- **CHECK, VISUAL**

29- Detecting with the naked eye, or with such aids as mirrors, obvious
30- defects and imperfections; its use implies sufficient knowledge and
31- familiarity on the part of the worker to make the required identifica-
32- tion. Such check would uncover incomplete assembly (missing parts
33- or operations), visible surface cracks, badly driven rivets and similar
34- conditions.

35-

36- **CHECKS OWN WORK**

37- This means that the employee is responsible for checking his/her own
38- work as called out in the Job Description and does not imply that the
39- employee is responsible for, or is required to check the work performed
40- by any other employee unless such responsibility or requirement is
41- specifically spelled out in the Job Description.

42-

43-

44-

45-

1- **CONTOUR**

2- A curved surface having radii of different lengths all of which lie in
3- parallel planes or in the same plane, such planes being perpendicular
4- to the curved surface, or means a curved line having radii of different
5- lengths all of which are in the same plane. The surface of a cone or
6- section thereon, a typical airfoil surface, the curved edge of a profiled
7- plate and the curved layout line guiding the making of a router block
8- are examples. Contour surfaces composed of sections of cylinders and
9- edges whose profile is a section of a circle are excluded since the radii
10- are the same length.

11-

12- **CONTOUR, COMPOUND**

13- A curved surface having radii of different lengths which lie in nonpar-
14- allel planes. Compound contours are typical of stretch press and drop
15- hammer dies. The surface of a sphere or section thereon would be a
16- regular, compound contour and, in general, was meant to be excluded.

17-

18- **CONTOUR, REVERSE**

19- A compound contour that reverses its curvature so that it has both
20- concave and convex portions.

21-

22- **DEVELOPS, DEVELOPMENT**

23- To develop information and/or build or make new production parts,
24- assemblies and installations or patterns, and tooling where exercise of
25- a thorough knowledge of the shop theory involved is necessary and
26- further is a recognizably difficult assignment which is characterized
27- by requiring ingenuity (skill in devising) and originality (creativeness
28- in doing) to accomplish the assignment satisfactorily.

29-

30- **DEVELOPMENTAL PARTS**

31- Production parts which are intended for use on experimental or devel-
32- opmental projects. These are usually produced by using standard
33- tooling, improvised tooling or newly constructed production tooling.
34- Its use in a Job Description does not imply a restricted level of diffi-
35- culty unless such intention is clearly and specifically indicated.

36-

37- **EASILY IDENTIFIED REFERENCE INFORMATION**

38- Specific and easily identified information such as part numbers, part
39- locations, location of identification or part, linear measurements, heat
40- treat requirements, etc.

41-

42- **ESTABLISHED PROCEDURES**

43- The manner or method management specifies the work operations in
44- question are to be accomplished. It includes departmental and Com-
45- pany procedures, methods and instructions made known to the

1- employee for information and compliance through travelers, opera-
2- tional instruction sheets, standard practice instructions, and other
3- written instructions provided this does not violate the contract and/or
4- Job Description.

5-

6- **ETC.**

7- Items, operations or things of a kind.

8-

9- **EXPERIMENTAL WORK, DEVELOPMENTAL WORK (DOES)**

10- To experiment with the process or operation in order to develop new
11- or improved production methods, or to build or make new production
12- assemblies and installations where exercise of a thorough knowledge
13- of the shop theory involved is necessary and further is a recognizably
14- difficult assignment which is characterized by requiring ingenuity (skill
15- in devising) and originality (creativity in doing) to accomplish the
16- assignment satisfactorily. It does not include work done by a usual or
17- established manner, process or operation on a part even when such
18- part will later be used on an experimental project.

19-

20- **FABRICATION, FABRICATES**

21- Work operations on raw materials and partially manufactured parts
22- which increase its or their value and utility.

23-

24- **HAND TOOLS**

25- Hand tools normally used by the worker in the performance of the
26- classification, such as files, rasps, deburring tools, chisels; saws; hand
27- drills, screw drivers, pliers, wrenches, hammers, mallets, punches, etc.

28-

29- **IMPROVISE**

30- To devise or make use of production aids, methods, etc., to meet im-
31- mediate needs or requirements.

32-

33- **INCIDENTAL JOB DUTIES**

34- Means those work operations which are performed occasionally in
35- order to expeditiously accomplish the job duties of the classification.
36- These duties are not usually or specifically required to be performed
37- as a part of the classification and do not determine a level of difficulty.

38-

39- **JIGS AND/OR FIXTURES**

40- Holding, production, or established jigs and/or fixtures, or standard
41- tooling designed to hold, align, or coordinate work pieces for machin-
42- ing, fabrication, installation, assembly, layout, or other work operations.

43-

44-

45-

1- **KNOWLEDGE**

2-

3- **WORKING:** The employee is not expected to carry out the
4- technical functions of his/her classification completely with-
5- out guidance from supervision or senior fellow employees.

6-

7- **GENERAL:** Knowledge of the inherent elements or details of
8- a job, trade or craft that must be known by an employee to
9- enable him/her to perform his/her work satisfactorily.

10-

11- **THOROUGH:** Full understanding of all facts that must nor-
12- mally be known by employees in the classification.

13-

14- **LAYOUT, LAYS OUT**

15- The actual marking of locating and/or reference points and lines on
16- the material, part, tools or assembly worked on. Layout in itself does
17- not imply a high level of difficulty or skill since it can be simple work
18- operations such as measuring a length on a piece of lumber and mark-
19- ing a line or point at which it is to be sawed, marking lines on pavement
20- with a chalk line preparatory to painting or scribing around a furnished
21- template laid on flat stock. On the other hand, layout can be a difficult
22- work operation which requires much skill, knowledge and experience
23- to make the necessary computations, part set-up, precise measurements
24- and markings and interpretation of complex blueprints such as on a
25- complex die or casting requiring layout to establish locations for coor-
26- dinated hole patterns, compound angles and/or irregular contours.

27-

28- **LAYOUT, PROGRESSIVE**

29- The layout for a machining or other fabrication operation which is
30- continued (or completed) after the fabrication operation has been per-
31- formed. Progressive layout is often necessary when initial machining
32- operations would remove scribed reference marks for subsequent oper-
33- ations, or is advantageous when the machining operation produces a
34- good reference plane or point for further layout operations.

35-

36- **MANUFACTURING OUTLINE SHEETS**

37- These sheets or cards furnish all or some of the following information.
38- The order or sequence in which operations are to be performed, the
39- tools to be used, the production tooling available and its tooling iden-
40- tification number, machine feeds and speeds and special manufacturing
41- instructions, if any. This refers to operation sequence sheets, process
42- sheet, operational sheets or cards, manufacturing operation cards and
43- other written information furnished the operator of the same nature
44- and for the same use and purpose.

45-

1- **MAY**

2- When used as the first word of the sentence or phrase, means that the
3- function is performed by some of the personnel holding the classifica-
4- tion or, that the function is occasionally performed but is not a
5- requirement for the classification.

6-
7- **NECESSARY EQUIPMENT, TOOLS AND MATERIALS REQUIRED**
8- **TO PERFORM THE WORK DESCRIBED HEREIN (USES)**

9- To use whatever equipment, tools and materials are required or neces-
10- sary to accomplish and/or perform work operations described.

11-
12- **PRODUCTION AIDS, TOOLING AIDS**

13- Devices made by the worker to facilitate his/her work operations, in-
14- crease production or reduce elements of fatigue or strain. Such devices
15- shall usually be made from the materials and equipment used in the
16- employee's regular work. Such devices are usually simple but inge-
17- nious in nature.

18-
19- **READ AND INTERPRET**

20- To demonstrate complete familiarity with the document(s) worked with.
21- This includes the ability to visualize complex three dimensional blueprint
22- projections, to understand and apply specification requirements, etc.

23-
24- **REPAIR**

25- To restore a part or assembly to its original state or utility after it has
26- been damaged by accident or by wear. It does not have the same mean-
27- ing as "rework."

28-
29- **REWORK**

30- Means to undo and then do over work previously accomplished in or-
31- der to correct errors or make it conform to changed specifications.
32- Rework can be simple or difficult according to its nature and variety;
33- therefore, the level of difficulty intended is to be determined from the
34- composite Job Description. (See "Repair")

35-
36- **SET-UP, SETS UP**

37- Is a broad term which becomes specific only according to its usage and
38- application to machines and/or operations concerned. It includes the
39- various necessary physical work operations or steps (other than lay-
40- out) which must be accomplished before actual fabrication can proceed.
41- Set-up of a machine might include securing material to machine bed at
42- the proper angle for cutting, selecting, aligning, and setting cutting
43- tools, setting speeds and feeds, adjusting coolant flow. In most assem-
44- bly operations, set-up (e.g., positioning parts, obtaining parts) is so
45- closely intermingled with fitting and joining together that set-up is not

- 1- customarily designated as such (this is generally true of operations where
- 2- machine operation is not the primary job factor).

3-
4- **SHOP MATHEMATICS/ARITHMETIC**
5- That form of mathematics normally used by shop employees in the
6- performance of duties of their classification.

7-
8- 1. **SIMPLE:** The use of addition, subtraction, multiplication and
9- division of whole numbers to solve problems that arise in the
10- work assigned.

11-
12- 2. **INCLUDING DECIMALS AND FRACTIONS:** The use of
13- decimals and fractions to solve problems that arise in the work
14- assigned.

15-
16- 3. **INCLUDING ALGEBRA:** The use of algebra to solve prob-
17- lems that arise in the work assigned.

18-
19- 4. **INCLUDING GEOMETRY:** The use of geometry to solve
20- problems that arise in the work assigned.

21-
22- 5. **INCLUDING TRIGONOMETRY:** The use of trigonometry
23- to solve problems that arise in the work assigned.

24-
25- **SHOP PRACTICE**

26- The generally accepted method of performing a basic, common, or
27- usual operation under specified conditions. It covers the knowledge
28- which is common to the classification itself and to most manufacturing
29- shops using the operation under consideration. Besides knowledge and
30- ability to use required hand tools and equipment, it includes knowl-
31- edge of general safety practices, conduct, rules of cleanliness, neatness,
32- good housekeeping and care of equipment. When used in the phrase
33- "shop practices and procedures," practice need not imply other than
34- practices or methods learned or acquired in the shop.

35-
36- **SHOP PROCEDURE**

37- The way custom and management of the particular company require,
38- wish or specify the work to be performed. It includes the departmental
39- and Company rules, procedures and policies made known to the em-
40- ployee for his/her information and expected compliance. It covers or
41- implies having sufficient knowledge of organization, management, and
42- physical details of the Company to perform satisfactorily the required
43- work in a generally harmonious manner.

44-
45-

1- **TOLERANCES, CLOSE**

2- Means those tolerances which are held by the machine, operator and/
3- or fixture with great or special care, effort or skill on the part of the
4- worker. This term expresses a level of difficulty rather than precise-
5- ness of linear, angular or other measurement.

6-
7- **TOLERANCES, COORDINATED**

8- This expression is used only when exacting tolerances are implied,
9- i.e., exacting tolerances are to be associated always with "coordinated
10- dimensions." "coordinated tolerances" unless modified expressly. It
11- should be understood that the mere location of a point by two or more
12- reference dimensions does not, in itself, mean that dimensions themselves
13- are coordinated. An example of truly coordinated dimensions is shown
14- in the following: The precision dimensions between two holes must be
15- held while at the same time the precision dimensions locating each of the
16- holes *must also be held with respect to another reference point or line.*

17-
18- **TOLERANCES, EXACTING**

19- Those tolerances, which, to obtain or hold, require extra careful atten-
20- tion and the application of much job knowledge on the part of a skilled
21- worker, whether on machine or hand operations. These tolerances
22- would be difficult, if not impossible, for a semi-skilled or unskilled
23- worker to hold consistently with good output. This term expresses a
24- level of difficulty required to obtain or hold the tolerance rather than a
25- preciseness of linear, angular or other measurement.

26-
27- **TOOLING, STANDARD**

28- Those tools or tooling used on the same or different types of machines
29- or operations, principally in making a set-up for either layout or ma-
30- chining and occasionally for bench assembly work and which further
31- *are found commonly in nearly all shops and industries performing*
32- *similar operations.* In the machine shop it would include vee blocks,
33- parallel bars, angle plates, chucks, collets, machine vises, a wide vari-
34- ety of clamps, bolts, locks and wedges. In bench or assembly work it
35- would include surface plates, table vises, and various common attach-
36- ments used on portable and stationary tools to permit holding the
37- work or increasing the scope of the tool.

38-
39- **TOOLING, TEMPORARY**

40- Tooling which is made or adapted from equipment, material or tooling
41- on hand and which is for temporary use pending completion of a per-
42- manent tool or for limited runs (normally not more than five ship sets)
43- where a permanent tool is not feasible.

1- **WITHOUT THE AID OF TOOLING**

2- This phrase means that in some cases where tooling does not exist or is
3- faulty, the worker may be required to work around such a condition. At
4- times when this condition does not exist the worker may still hold the
5- classification, provided other qualifying factors of the classification
6- are present in the job.

7-
8- **NO. 1 MEMORANDUM OF UNDERSTANDING**
9- **RE: RATE PLACEMENT FOR EMPLOYEES WITH**
10- **RED-CIRCLE RATES**
11-

12- Employees with red-circle rates who are subsequently promoted, trans-
13- ferred, regressed or recalled to classifications included in the Bargaining
14- Unit shall have their rates determined as follows:

15-
16- * Employees who are promoted to a classification with a higher level
17- labor grade shall receive a forty (40) cents per hour increase. How-
18- ever, in no event will a promotional increase be granted that will
19- cause an employee's red-circle rate to exceed the red-circle maxi-
20- mum of the rate range for the labor grade of their assigned new
21- classification.

22-
23- * Employees whose base rate after a promotional increase is within
24- the new rate range of the labor grade of the higher classification will
25- receive Automatic Wage Increases in accordance with the provisions
26- of Section 35.01. Employees whose base rate after a promotional
27- increase is less than the new rate range minimum of the labor grade
28- of the higher classification will be increased to the minimum.

29-
30- * Employees transferred, recalled, or regressed to a classification
31- with a lower or equal labor grade shall retain their red-circle rate
32- or if returning to a formerly held classification, shall receive a rate
33- of pay in the same relative position of the red-circle range that
34- they were receiving in such former classification, whichever is
35- greater. In no case will an employee receive a rate of pay higher
36- than the red-circle maximum of the rate range of the classification
37- to which being recalled, regressed or transferred.

38-
39- * Employees who are regressed to a classification with a lower labor
40- grade and whose current base rate if retained would result in them
41- being above the maximum for the rate range of the classification
42- to which being regressed shall retain their current base rate or the
43- maximum red-circle rate, whichever is lower.
44-
45-

1- * *Employees recalled or regressed to a formerly held classification*
2- *with a higher labor grade shall receive a rate of pay in the same*
3- *relative position of the red-circle range that they were receiving in*
4- *such former classification or their red-circle rate of pay; which-*
5- *ever is greater. In no case will an employee receive a rate of pay*
6- *higher than the red-circle maximum of the rate range of the classi-*
7- *fication to which being recalled or regressed.*

8-
9- * *Employees with red-circle rates who are laid off subsequent to the*
10- *ratification of this Agreement and who are recalled from layoff*
11- *during the term of this Agreement or employees who were laid off*
12- *prior to the ratification of this Agreement and who are recalled*
13- *within one (1) year following their date of layoff shall be returned*
14- *to their former red-circle rate or shall receive a rate of pay in the*
15- *same relative position of the red-circle range that they were re-*
16- *ceiving in the former classification to which being recalled,*
17- *whichever is greater. In no case will an employee receive a rate of*
18- *pay higher than the red-circle maximum of the rate range of the*
19- *classification to which being recalled.*

20-
21- * *Employees who were laid off prior to the ratification of this Agree-*
22- *ment and who are recalled after having been on layoff for more*
23- *than one (1) year shall return to their former base rate held in the*
24- *classification to which being recalled plus any increases they would*
25- *have received under Section 30 of this Agreement or the new maxi-*
26- *mum of the labor grade for the classification to which they are*
27- *being recalled, whichever is lower.*

28-
29- **NO. 2 MEMORANDUM OF UNDERSTANDING**
30- **RE: CHANGING CONDITIONS AND COMBINED**
31- **CLASSIFICATIONS**
32-

33- During 2003 negotiations, the Company and the Union agreed to com-
34- bine certain job classifications. These combinations resulted from a
35- desire on the part of the Union to increase job protection for its mem-
36- bership and from a desire on the part of the Company to increase job
37- assignment flexibility and hence efficiency. Both parties recognize
38- the unique circumstances and conditions prevailing at this time which
39- appear to make such job classification combinations mutually benefi-
40- cial and desirable. However, both parties also recognize and realize
41- these circumstances and conditions now prevailing may change dur-
42- ing the life of this Agreement. Therefore, the parties agree that if these
43- circumstances and conditions do change a combined job classification
44- may be returned to the state in which it existed prior to 2003 negotia-
45- tions in accordance with the following procedure:

1- The Company and the Union shall meet to discuss the change. The
2- subject matter of these discussions shall include but shall not be lim-
3- ited to such matters as the reasons for the change, seniority
4- determination of incumbent employees with less than six (6) months
5- seniority in the classification and applicability of job descriptions. In
6- the event no understanding is reached as a result of these discussions,
7- the Company shall have the right to return a combined job classifica-
8- tion to the state in which it existed prior to 2003 negotiations. Such an
9- action by the Company shall be subject to the Grievance Procedure
10- and immediately referred to Step 4 - Special Committee of the Griev-
11- ance Procedure and in the event the Step 4 - Special Committee is
12- unable to satisfactorily resolve the matter, the unresolved issue or is-
13- sues may be submitted to arbitration in accordance with the provisions
14- of Section 23.06 - Arbitration. No employee shall experience a rate
15- reduction as the result of the application of this memorandum.

16-
17- A. Seniority determination for incumbent employees with six (6)
18- months or more seniority in the combined classification shall
19- be in accordance with the following two examples:

20-
21- EXAMPLE 1: An employee who prior to the combination had
22- June 1, 1958, seniority in the classification Maintenance Techni-
23- cian and August 1, 1962, seniority in the classification Machine
24- & Equipment Builder/Rebuilder, after the application of the
25- Memorandum of Understanding regarding Seniority—Classi-
26- fication Combination, has seniority in the combined
27- classification of June 1, 1958. In the event of a split-out of the
28- combination, the employee shall have seniority as follows:

29-
30- **CLASSIFICATION SENIORITY DATE**

31-
32-

<u>Classification</u>	<u>Seniority Date</u>
Maintenance Technician	6/1/58
Machine & Equipment 34- Builder/Rebuilder	8/1/62

35-
36-
37- EXAMPLE 2: An employee who prior to the combined classi-
38- fication (which is effective 2/17/03) had June 1, 1958, seniority
39- in the classification Maintenance Technician after the application
40- of the Memorandum of Understanding regarding Seniority—
41- Classification Combination, has seniority in the combined
42- classification of June 1, 1958. In the event of a split-out of the
43- combination, the employee shall have seniority as follows:

1- **CLASSIFICATION SENIORITY DATE**
2-

3- <u>Classification</u>	4- <u>Seniority Date</u>
5- Maintenance Technician	6/1/58
6- Machine & Equipment 7- Builder/Rebuilder	2/17/03.

- 8- B. Seniority determination for incumbent employees with less than
9- six (6) months seniority in the combined classification shall be
10- based upon the work assignments of such employees preced-
11- ing the date of split-out, as follows:
12-

13- EXAMPLE 3: An employee who entered the classification three
14- weeks prior to the split-out and has regularly and consistently
15- been assigned Maintenance Technician work would have
16- seniority only in the classification Maintenance Technician from
17- his/her entry date into the combined classification.
18-

19- EXAMPLE 4: An employee who entered the combined classi-
20- fication four (4) months prior to the split-out and has regularly
21- and consistently been assigned both Maintenance Technician
22- and Machine & Equipment Builder/Rebuilder work would have
23- seniority in the classifications Maintenance Technician and
24- Machine & Equipment Builder/Rebuilder from his/her entry
25- date into the Combined classification.
26-

27- **NO. 3 MEMORANDUM OF UNDERSTANDING**
28- **RE: CLASSIFICATION COMBINATIONS**
29-

30- The Company and the Union agree to the following procedure in the
31- matter of employee wage rate placement resulting from the combina-
32- tion of classifications negotiated in this Agreement.
33-

34- Employees affected whose labor grades do not change as a result of a
35- classification combination shall maintain their current base rates and
36- credit toward their next Automatic Wage Increase, if any, they were
37- earning immediately prior to the classification combination.
38-

39- Employees affected whose labor grades change upward as a result of a
40- classification combination shall receive a forty (40) cents per hour
41- increase, from the effective date of this agreement, as long as such
42- increase does not cause the employee's base rate to exceed the maxi-
43- mum of the labor grade of the new combined classification's rate range.
44- Such employees will retain time earned, if any, toward their next
45- Automatic Wage Increase.

1- Employees affected whose labor grades change upward as a result of a
2- classification combination whose rates are red-circled shall receive a
3- forty (40) cents per hour increase as long as such increase does not
4- cause the employee's red-circle rate to exceed the red-circle maximum
5- of the labor grade of the new combined classification's rate range.

6-
7- **NO. 4 MEMORANDUM OF UNDERSTANDING**
8- **RE: SENIORITY - CLASSIFICATION**
9- **COMBINATIONS**

10-
11- In accordance with discussion between the Company and the Union,
12- following are the understandings reached regarding the application of
13- seniority where classifications and/or classifications have been com-
14- bined as a result of negotiations:

15-
16- A. Affected employees shall have the same seniority date in the
17- combined classification as they had in a classification prior to
18- its combination.

19-
20- B. In the event an employee has held seniority in more than one
21- classification now involved in a combination, the earliest date
22- shall prevail in the new combined classification.

23-
24- C. In accordance with Paragraphs "A" and "B" above, listings of
25- incumbent employees on the active payroll and assigned the
26- classifications combined shall be prepared reflecting the senior-
27- ity of these employees in the new combined classification.

28-
29- D. In accordance with Paragraphs "A" and "B" above, listings of
30- individuals on layoff from, or employees on regression from,
31- the classifications combined shall be prepared reflecting the
32- seniority of these individuals or employees provided such indi-
33- viduals or employees have maintained recall eligibility pursuant
34- to the provisions of the Company/Union Agreement dated
35- February 17, 2003.

36-
37- E. Individuals or employees as described in Paragraph "D" above
38- shall not displace incumbent employees as described in "C"
39- above but shall be recalled as openings occur in accordance
40- with the listings developed in Paragraph "D".

41-
42- F. When an active employee who has seniority rights to any of the
43- classifications combined and who is in a status other than those
44- indicated in Paragraphs "C" and "D" at the time of the combi-
45- nation but who later is subject to a reduction of personnel in

1- *his/her present classification, the following shall apply: (1) his/*
2- *her seniority will be determined in the combined classifica-*
3- *tions in accordance with Paragraphs "A" and "B". He/she may*
4- *displace the least senior active employee in the combined clas-*
5- *sifications if he/she has more seniority than that active*
6- *employee; and (2) if he/she does not have sufficient seniority*
7- *to displace the least senior employee, he/she will take his/ her*
8- *place on the "D" list and be affected as per paragraph "E".*
9-

10- G. The provisions of Paragraphs "A" and "B" above shall be ap-
11- plied to all employees of the Company in order to determine
12- individual regression rights to classifications combined as a re-
13- sult of negotiations.

15- H. The provisions of Paragraphs "A" and "B" above shall apply
16- to employees on authorized Leaves of Absence as provided for
17- in Section 13 of the Company/Union Agreement dated Febru-
18- ary 17, 2003.

20- I. The provisions, understandings and applications as outlined in
21- this Memorandum shall apply to those classification combina-
22- tions resulting from negotiations unless a separate written
23- understanding is entered into by the Company and the Union
24- Negotiating Committee detailing some other understanding
25- regarding a specific classification combination.

27- J. An employee's seniority date for the purposes of Paragraphs
28- "A" and "B" above will be determined by Plant Hire Date
29- seniority provided that an employee has acquired Plant Hire
30- Date seniority under the provisions of Section 22.04 of the Com-
31- pany/Union Agreement dated February 17, 2003. If an employee
32- has not acquired Plant Hire Date seniority in a classification
33- now combined, *this seniority will be determined by the*
34- *employee's Classificational Entry Date seniority.*
35-

36- **NO. 5 MEMORANDUM OF UNDERSTANDING**
37- **RE: ADVANCED MANUFACTURING QUALITY**
38- **ASSURANCE SYSTEM (AMQAS)**
39-

40- AMQAS is a process of self-verification by certified operators
41- designed to improve quality and customer satisfaction. The Company
42- and the Union agree that AMQAS certified employees will verify plan-
43- ning and parts utilizing an AMQAS stamp to indicate compliance with
44- *quality requirements* for those operations they perform, and for any
45- previous operation when verification can be made for the purpose of

1- continuous part flow. AMQAS is considered part of job duties. Per
2- Corporate Business Practice D710.04.04, Issues 7, Item 5, #1 -
3- Employees will receive training on responsibilities outlined in this pro-
4- cedure. Training will be developed based upon skills needed for
5- employees to carry out required duties. Item 5, #2 - Manufacturing
6- Quality Assurance and/or Human Resources is responsible to develop
7- and provide a training program.

8-
9- **NO. 6 LETTER OF UNDERSTANDING**
10- **RE: DELETION OF JOB CLASSIFICATIONS**
11- **IN APPENDIX "A"**
12-

13- This letter will confirm the understanding reached between the
14- Company and the Union Negotiating Committee concerning the deletion
15- of job classifications in Appendix "A" in the 1977, 1980, 1984, 1987,
16- 1990, 1993, 1996 and 1999 contract negotiations.

17-
18- A. Job classifications that were deleted were selected on the basis
19- that they were not populated and were not expected to be used
20- in the future.

21-
22- B. Should the Company later determine that a requirement exists
23- for one of these deleted job classifications and the work require-
24- ments and duties involved are adequately described in the job
25- description of such deleted job classification, the deleted job
26- classification will be re-activated using the same Labor Grade
27- and the same Job Description that was in effect immediately
28- prior to deletion in the 1977, 1980, 1984, 1987, 1990, 1993,
29- 1996 or the 1999 negotiations.

30-
31- C. In re-activating a job classification the Company will notify the
32- Union in advance of the date of re-activation and the
33- department(s) in which it will initially be used.

34-
35- D. If the Union believes that the work requirements and duties of
36- the re-activated job classification are not adequately described
37- in the re-activated job description, it may file a grievance within
38- thirty (30) days after the installation of such job classification
39- over the alleged improper job description and/or labor grade for
40- such job classification. Such grievances shall be referred to the
41- Step 4 - Special Committee of the Grievance Procedure and in
42- the event of Step 4 - Special Committee is unable to satisfacto-
43- rily resolve the matter, the unresolved issue or issues may be
44- submitted to arbitration, in accordance with the provisions of
45- Section 23.06 (Arbitration). Notwithstanding Section 23.06G

1- the costs of arbitration disputes regarding alleged improper job
2- descriptions and/or labor grades shall be borne equally by the
3- parties except, however, that each party shall pay the fees of its
4- own representatives and shall reimburse witnesses for time lost.
5- If the Union does not file a grievance within the time limit above,
6- the job classification, job description and labor grade that was
7- in effect prior to deletion in the 1977, 1980, 1984, 1987, 1990,
8- 1993, 1996 or the 1999 negotiations shall remain in effect.
9-

- 10- E. In the event the Company determines that a requirement for a
11- job classification exists that was previously deleted as a result
12- of this Agreement and the present work requirements and du-
13- ties have changed and are not adequately described by the
14- previously deleted job description, Section 36.01 of the current
15- Agreement will apply.
16-

17- **NO. 7 MEMORANDUM OF UNDERSTANDING** 18- **RE: MAINTENANCE SUBCONTRACTING** 19-

20- Work performed by a subcontractor within the plant for periods in
21- excess of two (2) consecutive weeks will be discussed with the Union.
22- Such work performed by subcontractors within the plant, when skills
23- are not available, shall not be paid for at a lesser rate than that estab-
24- lished by the Company's rate and classification schedule and will not
25- displace personnel in the department to which they are assigned. The
26- Company will provide in writing details of the work to be accom-
27- plished by the subcontractor to the Chief Shop Steward or Business
28- Representative prior to commencement of the order.
29-

30- When subcontractors are required to work overtime on Saturday, Sun-
31- day, holiday or weekdays, the Company will continue its present
32- practice of offering comparable overtime to those employees in the
33- appropriate maintenance classification(s).
34-

35- The Company agrees to reallocate authorized expenditures from the
36- capital budget, if necessary, to eliminate problems such as the week-
37- end painting problem discussed in the 1971 Contract Negotiations.
38-

39- In the event the Business Representative believes the provisions of
40- this Memorandum of Understanding have been abused, the Business
41- Representative may request an immediate meeting to review the mat-
42- ter with the appropriate functional representative of management and
43- the Director of Human Resources.
44-
45-

1- **NO. 8 MEMORANDUM OF UNDERSTANDING**
2- **RE: OUT-OF-PLANT ASSIGNMENTS -**
3- **BARGAINING UNIT EMPLOYEES**

4-
5- The Company will hold discussions with the Business Representative
6- or an authorized representative prior to the out-of-plant assignment,
7- and advise concerning the method of selecting employees who are
8- assigned, the area in which they are assigned, and the benefits that are
9- applied. The employee selected for the assignment will be given the
10- details of his/her benefits, in writing, prior to the out-of-plant assign-
11- ment. It is not the intent of the Company to assign employees who may
12- be facing a layoff. Employees on out-of-plant assignment will continue
13- to accumulate seniority in accordance with Section 22 - Seniority.

14-
15- When out-of-plant assignment results in a promotion within a classifi-
16- cation, employees will be selected for promotion in accordance with
17- Section 22 - Promotions. If an employee is promoted within a classifi-
18- cation based on the out-of-plant assignment, such promotion will have
19- no bearing on the employee's seniority at his/her home plant. An em-
20- ployee will not lose promotional opportunities within a classification
21- because of out-of-plant assignment. When an employee is on an out-
22- of-plant assignment and it is determined that a higher classification
23- within his/her classification is appropriate, senior employees in the
24- same classification will be given the opportunity to be promoted, re-
25- called or assigned to the out-of-plant assignment. The Company shall
26- have a maximum of two (2) weeks to effect the change. If an em-
27- ployee on out-of-plant assignment is affected by a layoff at the
28- employee's home plant, the Company will have a two (2) week ad-
29- justment period to effect the layoff, which time may be extended by
30- mutual agreement. In addition, the Union will appoint a temporary
31- Steward who is on the assignment to handle the normal duties as out-
32- lined in Section 6 of the Agreement. The temporary Steward will have
33- super seniority during the period of the out-of-plant assignment.

34-
35- **NO. 9 MEMORANDUM OF UNDERSTANDING**
36- **RE: JOB SHOPPERS**

37-
38- The Company intends to follow its current practice when utilizing so-
39- called job shoppers within classifications covered by this Agreement:

- 40-
41- A. The Union Business Representative will be advised of the
42- classification(s) in which job shoppers are to be utilized prior
43- to their entry into the plant.
44-
45-

- 1- B. Employees in the affected classification(s) who are laid off or
2- regressed will be recalled.
3-
- 4- C. Qualified employees in the affected classification(s) will be pro-
5- moted in accordance with the terms of Section 22.08.
6-
- 7- D. Overtime work will be offered to qualified employees in the
8- affected classification(s) (in accordance with the terms of Sec-
9- tion 34.06) before job shoppers are assigned to such overtime
10- work.
11-
- 12- E. The Company will transfer to the affected classification(s) those
13- employees who have filed Form No. 1034 ("Requests for
14- Status Change within the Bargaining Unit") and have been
15- approved for transfer. Also, the Company will attempt to hire
16- qualified employees in the affected classification(s) before/after
17- the job shoppers are put to work.
18-

19- **NO. 10 MEMORANDUM OF UNDERSTANDING**
20- **RE: WASH-UP TIME**
21-

22- The Company agrees to continue its present practice concerning
23- wash-up time.
24-

25- **NO. 11 MEMORANDUM OF UNDERSTANDING**
26- **RE: JOB SECURITY**
27-

28- Outsourcing will continue to be utilized to maximize cost competi-
29- tiveness, satisfy customer directives or fulfill strategic alliances.
30-

31- The Company at its Chula Vista and Riverside Operations, will have a
32- Representative of the Union Leadership participate at the administra-
33- tive level and as a member of the Make or Buy Committee. This
34- participation will provide the Union with first hand information
35- regarding analysis/decisions concerning production work outsourced
36- to non-Rohr entities. No grievances can be filed as a result of decisions
37- made in the Make or Buy Committee.
38-

39-
40-
41-
42-
43-
44-
45-

1- **NO. 12 MEMORANDUM OF UNDERSTANDING**
2- **RE: USE OF OPTICAL DIGITAL**
3- **MEASUREMENT SYSTEMS BY TOOL**
4- **MANUFACTURING CLASSIFICATIONS**
5-

6- In 1987 Negotiations, the application and usage of Optical Digital
7- Measurement Systems by the Tool Manufacturing classifications was
8- thoroughly discussed. As a result of these discussions, it was agreed
9- by the parties that it is proper for all Tool Manufacturing classifica-
10- tions (as listed in Appendix "A") to use Optical Digital Measurement
11- Systems in the performance of their duties as described in the "Typi-
12- cal Work Performed" Section of their respective Job Descriptions. The
13- Company will continue to train employees within the Tool Manufac-
14- turing classifications in the operation of Optical Digital Measurement
15- Systems.

16- **NO. 13 MEMORANDUM OF UNDERSTANDING**
17- **RE: MAINTENANCE TECHNICIAN PERFORMING**
18- **OILING OPERATION**
19-
20-

21- It is agreed between the Company and the Union employees in the
22- Maintenance Technician classification may perform minimal amounts
23- of oiler work such as, but not limited to, replenishing fluids lost dur-
24- ing troubleshooting or adding sufficient fluids that are required for
25- the technician to complete assigned tasks when those activities are
26- *integral parts of and directly related to the work being performed by*
27- *maintenance technician.*

28- **NO. 14 MEMORANDUM OF UNDERSTANDING**
29- **RE: TRAINING COMMITMENT**
30-
31-

32- Employees assigned, recalled, or displaced to any combined job clas-
33- sification shall not be disqualified for lack of training opportunities or
34- job experience, and shall receive training as necessary to attain the
35- minimum requirements of the job combination. The Company has
36- the right to assign employees to specific functions within job classifi-
37- cations and will only be required to train the employees in the specific
38- job tasks that are assigned. Training will continue if and when em-
39- ployees are relocated to various functions/areas.
40-
41-
42-
43-
44-
45-

1- **NO. 15 MEMORANDUM OF UNDERSTANDING**
2- **RE: GOVERNMENT MANDATED TRAINING**
3- **AND CERTIFICATION**
4-

5- It is agreed between the Company and the Union that employees work-
6- ing in the classifications where local, state and federal codes/regulations
7- mandate specific training and certification they must successfully
8- complete such requirements in order to perform their job duties and
9- responsibilities. The Company will make reasonable efforts to ensure
10- employees successfully complete required training/certification. If
11- problems arise in training or certifying employees, the Company will
12- meet with the Union to discuss other options.
13-

14- **NO. 16 LETTER OF UNDERSTANDING**
15- **RE: RATE OF VACATION PAY**
16-

17- The parties agreed during the 2003 contract negotiations that for the
18- life of this agreement, vacation pay will be computed at the regular
19- rate the employee is receiving the pay period prior to the time the
20- employee receives payment, his anniversary date, or at the rate the
21- employee was receiving on January 1, 2003, whichever is higher.
22-

23- **NO. 17 MEMORANDUM OF UNDERSTANDING**
24- **RE: HIGH PERFORMANCE WORK**
25- **ORGANIZATIONS**
26-

27- The Chula Vista and Riverside locations of Rohr, Inc., a wholly owned
28- subsidiary of Goodrich and the International Association of Machin-
29- ist, District Lodge 725, Local Lodge 755 and 964 have committed to
30- explore jointly the concept of High Performance Work Organizations.
31-

32- This commitment is to explore the concept of creating a new era in
33- labor-management relations. The key goals of this commitment is to
34- jointly look at ways of implementing a business growth strategy,
35- improving product quality, increasing productivity, flexibility and the
36- financial performance of the Company while trying to enhance earn-
37- ing opportunities, long-term employment, job satisfaction, and safety
38- for employees.
39-

40- Therefore, the parties agree that Company and Union representatives
41- will attend HPWO training sessions within one year of the signing of
42- this contract, the purpose of which will be to familiarize Company
43- representatives with the HPWO program.
44-
45-

1- **NO. 18 MEMORANDUM OF UNDERSTANDING**
2- **RE: ALTERNATE WORKWEEK**
3-

4- Effective with the ratification of this Agreement, management will
5- meet with the Negotiating Committee to discuss the implementation
6- of an Irregular Workweek. Any plan created will use the following
7- agreed principles:
8-

- 9- 1) Irregular Workweek can be any of the following four (4) models:
10-
11- A) Five (5) consecutive days, with day six (6) and seven (7)
12- being premium days of pay. Day six (6) and day seven (7)
13- will be paid as if they were Saturday and Sunday. This will
14- be known as a 5/40 Irregular Workweek. There will not be
15- a Sunday through Thursday Irregular Workweek.
16-
17- B) Three (3) consecutive twelve (12) hour days with employees
18- working eleven and one half (11 1/2) hours and being paid
19- forty (40) hours. This will be known as the 3/12 Irregular
20- Workweek.
21-
22- C) Four (4) consecutive ten (10) hour days, with day five (5),
23- six (6), and seven (7) being premium days of pay. Day five
24- (5) will be paid as if they were Saturday, and day six (6)
25- and seven (7) will be paid as if they were Sunday. This
26- will be known as the 4/10 Irregular Workweek.
27-
28- D) Nine (9) workdays over a two (2) week period, with em-
29- ployees working eight (8), nine (9) hour workdays and one
30- (1), eight (8) hour workday will be known as the 9/80
31- Irregular Workweek. This workweek will be run on Mon-
32- day through Friday, with Saturday as day six (6) and Sunday
33- as day seven (7) for purposes of premium days of pay.
34-
35- 2) All employees working an Irregular Workweek will receive
36- bonus rates on the following schedule:
37-
38- A) Employees who work a Saturday as part of their Irregular
39- Workweek will receive a seventy-five (75) cents bonus for
40- all hours worked.
41-
42- B) Employees who work a Saturday and Sunday as a part of
43- their Irregular Workweek will receive a one dollar (1.00)
44- bonus for all hours worked.
45-

- 1- C) Employees on a 9/80 or 4/10 Monday through Friday work
2- schedule are not eligible for a bonus.
3-
- 4- 3) Employees on the Irregular Workweek may use Saturday or
5- Sunday as a paid bereavement if that is a normal part of their
6- workweek.
7-
- 8- 4) Employees on the Irregular Workweek schedule may use Sat-
9- urday or Sunday as a vacation or sick/personal day if it is part
10- of their normal workweek.
11-
- 12- 5) Separate holiday schedules will be created for Irregular Work-
13- week employees, ensuring the same number holidays as outlined
14- in Section 15.
15-
- 16- 6) Call-in pay will follow Section 17, except that call-ins on pre-
17- mium days of an Irregular Workweek will follow the overtime
18- premiums described in Section 34. This will also occur for
19- employees called in for a No Pay Day.
20-
- 21- 7) Employees may be recalled to an Irregular Workweek opening
22- or employees may be placed in an Irregular Workweek open-
23- ing through regression.
24-
- 25- 8) There will be a ninety (90) day freeze on all department and
26- shift transfers in and out of departments operating on Irregular
27- Work Weeks. Separate transfer forms for Irregular Work Weeks
28- will be used.
29-
- 30- 9) Overtime will follow Section 34. Employees working an Ir-
31- regular Workweek will be considered a unique department,
32- classification, and shift overtime area for overtime balancing
33- purposes.
34-
- 35- 10) A labor/management committee will be created to resolve Ir-
36- regular Workweek issues. Appropriate members of management
37- and Union negotiators will form this committee. If an issue
38- cannot be resolved, it will be referred to the grievance proce-
39- dure. The labor/management committee will also mutually
40- agree to exceptions or changes to this memorandum including
41- exceeding plant or department (or mutually agreed upon areas)
42- maximum percentages.
43-
44-
45-

- 1- 11) All benefits such as pension, vacation, or sick leave that are
2- based on days worked in a month, will be converted to hours
3- and as a result no negative impact will occur to employees work-
4- ing the Irregular Workweek.
5-
- 6- 12) Union officials as described in Section 22.10 will have top se-
7- niority with regards to the Irregular Workweek. Shop Stewards
8- will have the option of working an Irregular Workweek in the
9- areas they represent. The Chief Shop Steward may designate
10- additional alternate stewards in areas with Irregular Work
11- Weeks.
12-
- 13- 13) Employees using the Irregular Workweek transfer request will
14- have a ten (10) day waiting period waived as described in Sec-
15- tion 22.07. When employees are recalled from layoff to a non-
16- Irregular Workweek opening, the Irregular Workweek trans-
17- fers will be honored first before placement of returning
18- employees as described in Section 22.06. If employees are
19- regressed to another classification while still active, their re-
20- gression will follow Section 22.06.
21-
- 22- 14) The Company will begin Irregular Work Weeks no earlier than
23- April 1, 1996.
24-
- 25- 15) The Company will not assign more than ten (10) percent of the
26- Bargaining Unit population plant wide at any time during the
27- life of this agreement on the Irregular Workweek. This ex-
28- cludes the 9/80 Irregular Workweek schedule.
29-
- 30- 16) The maximum percentage of assigned employees (not volun-
31- tary) in a department or a mutually agreed upon work area will
32- not exceed ten (10) percent.
33-
- 34- 17) The maximum percentage of employees both volunteer and as-
35- signed (not voluntary) allowed in any department or mutually
36- agreed upon work area will not exceed twenty (20) percent.
37- The total can exceed twenty (20) percent, but only if the entire
38- department or agreed upon area population is voluntary and
39- any additional employees are also volunteers.
40-
- 41- 18) The Union Leadership has committed and will encourage
42- employees to volunteer for the Irregular Workweek in an
43- effort to help the Company meet its production and schedule
44- requirements.
45-

1- **NO. 19 MEMORANDUM OF UNDERSTANDING**
2- **RE: SENIORITY OF COMBINED**
3- **CLASSIFICATIONS DURING THE**
4- **2003 CONTRACT NEGOTIATIONS**

5-
6- It was agreed by the parties that affected employees will acquire seniority
7- in the new classification combinations effective February 17, 2003.

8-
9- **NO. 20 MEMORANDUM OF UNDERSTANDING**
10- **RE: MACHINIST'S NONPARTISAN POLITICAL**
11- **LEAGUE CONTRIBUTIONS**

12-
13- The Company and the Union agree that if an employee submits a signed
14- voluntary authorization form, approved by the Company, requesting
15- bi-weekly deductions made from their wages, the Company will de-
16- duct and forward these deductions to the Union for use by the
17- Machinists' Nonpartisan Political League. The Company will provide
18- a list of names and amounts deducted from these employees. Unless
19- canceled in writing by the employee, these deductions will remain in
20- effect for the duration of this agreement.

21-
22- **NO. C/21 MEMORANDUM OF UNDERSTANDING**
23- **RE: APPRENTICESHIP AGREEMENT**

24-
25- During the 1995-96 contract negotiations the Company and Union agreed
26- that there may be future application of apprenticeship programs within
27- the Company, such as: Tool Manufacturing, Machine Shop, Mainte-
28- nance and Inspection. Therefore, when these applications are identified
29- the parties will meet and discuss the implementation of such programs.

30-
31- All future programs will be subject to the existing separate agreement
32- between the Company and the Union and must be in accordance with
33- the requirements of the California State Apprenticeship Council. (See
34- Supplemental Agreement January 23, 1979).

35-
36- **NO. C/22 MEMORANDUM OF UNDERSTANDING**
37- **RE: TAKING STATUS OF JOBS**

38-
39- It is understood that supervision/management has the right to evaluate
40- and sequence all work in progress to effectively manage production
41- requirements. Salaried employees may check on the status of work
42- within their area of responsibility in order to maintain effective com-
43- munications with our customers. This includes investigating,
44- reconciling potential schedule and quality problems and required cor-
45- rective actions.

1- It is not the intent of the Company that any salaried employee will
2- infringe upon duties described in any Bargaining Unit position.

3-
4- **NO. C/23 MEMORANDUM OF UNDERSTANDING**
5- **RE: MACHINE SHOP REPLACEMENT OF INSERTS,**
6- **SCREWS, AND CLAMPS**

7-
8- The Company and Union agree that employees within machine shop
9- classifications may replace inserts, set screws, clamps, etc. on fixtures,
10- drill jigs, or holding devices. Replacement will only occur on work in
11- progress while attached to the machine bed, using the capabilities/tools
12- within the operators classification.

13-
14- **NO. C/24 MEMORANDUM OF UNDERSTANDING**
15- **RE: ELECTRICIAN -**
16- **MAINTENANCE CLASSIFICATION**

17-
18- The Company and the Union agree that employees in the Electrician -
19- Maintenance classification may perform a minimal amount of minor
20- mechanical work, such as removal of sheet metal guards, shrouds and
21- covers, and drive chain enclosures to gain access to electrical compo-
22- nents, when those activities are integral parts of and directly related to
23- the Electrician - Maintenance work.

24-
25- **NO. C/25 MEMORANDUM OF UNDERSTANDING**
26- **RE: ELECTRONICS MAINTENANCE WORKER**
27- **CLASSIFICATION**

28-
29- The Company and the Union agree that employees in the Electronics
30- Maintenance Worker classification may perform minimal amount of
31- minor electrical work, such as repairing a broken wire, disconnecting
32- motors, and replacing fuses, when those activities are integral parts of
33- and directly related to the electronics maintenance work being per-
34- formed by the Electronics Maintenance Worker.

35-
36- **NO. C/26 MEMORANDUM OF UNDERSTANDING**
37- **RE: MANUFACTURING OPERATIONS**
38- **(PARTS MOVEMENT, IDENTIFICATION,**
39- **SEALING, LOGGING IN AND OUT PARTS)**

40-
41- In an effort to reduce waiting, improve customer satisfaction, and
42- achieve world class flows and inventory turns, it is agreed by the Union
43- and the Company that Bargaining Unit employees in the performance
44- of their duties may move parts and materials, perform identification
45-

1- tasks, log in and out parts, and perform sealing operations. These operations
2- can only be completed by employees properly trained and certified
3- *in the specific task.*

4-

5- **NO. C/27 MEMORANDUM OF UNDERSTANDING**
6- **RE: DEVELOPMENT TECHNICIAN/PLASTER &**
7- **PLASTIC TOOLING BUILDER CLASSIFICATIONS**

8-

9- It is agreed between the Company and the Union that for the purpose
10- of maintaining a stable work force and improved tooling support, work
11- may be transferred from one classification to another subject to the
12- following stipulations:

13-

14- A) Management will coordinate with the appropriate shop stew-
15- ards prior to work transfer.

16-

17- B) Such work transfers will not exceed 60 days yet may be ex-
18- tended with mutual agreement.

19-

20- C) Overtime if required will be assigned in accordance with the
21- provisions of section 34.06 (overtime).

22-

23- **NO. C/28 MEMORANDUM OF UNDERSTANDING**
24- **RE: DELETED CLASSIFICATION -**
25- **HELPER GENERAL (4273)**

26-

27- It is agreed between the Company and the Union, in the 1995-96 con-
28- tract negotiations, that the following understanding was reached in
29- regards to the deletion of job classification of Helper General (4273)
30- labor grade 15.

31-

32- Those active employees in classification code (4273) Helper General
33- at the time of contract negotiations will be re-classified to the classi-
34- fication of Maintenance Utility Worker (LG 07), and given the same
35- seniority in this classification as they had as a Helper General (4273).
36- Employees having recall or regression rights to Helper General (4273)
37- will also have their recall or displacement seniority rights changed to
38- Maintenance Utility Worker (LG 07).

39-

40- Additionally, it is understood that any single typical duty or combined
41- *duties spelled out in the deleted Helper General (4273) classification*
42- *may be performed by employees in any classification listed in Appen-*
43- *dix "A" of this agreement in the performance of their job duties.*

44-

45-

1- **NO. C/29 MEMORANDUM OF UNDERSTANDING**
2- **RE: CUSTODIAN CLASSIFICATION**
3-

4- The Company and the Union agree on the following concerning the
5- custodian services: the Company will utilize subcontract custodial ser-
6- vices to supplement the activity in the following areas:

7- * Building 107

8- * Building 99

9- * All other new non-manufacturing office areas
10-

11- **NO. C/30 MEMORANDUM OF UNDERSTANDING**
12- **RE: RETURN COMBINED CLASSIFICATION**
13- **TECHNICIAN MECHANIC (5002-02) AND AIR**
14- **CONDITIONING & REFRIGERATION MECHANIC**
15- **(5102-02) TO THE STATE IT EXISTED IN PRIOR TO**
16- **1999 NEGOTIATIONS**
17-

18- During the 2003 Contract Negotiations the parties agreed to return the
19- two job classifications Maintenance Mechanic (5002-02) and Air Con-
20- ditioning & Refrigeration Mechanic (5102-02) that were combined
21- into job classification (5301-01) Maintenance Mechanic to the state
22- in which they existed prior to the 1999 negotiations in accordance
23- with the following understanding.
24-

25- Since none of the former Maintenance Mechanics performed Air Con-
26- ditioning and Refrigeration work during the (1999-2003) contract they
27- will be reestablished to Maintenance Mechanic classification with their
28- appropriate seniority date. They will not have seniority in the Air Con-
29- ditioning Refrigeration Mechanic classification.
30-

31- There were three incumbents in the classification of Air Conditioning
32- and Refrigeration Mechanic in 1999 at the time of the combination.
33- There is only one of those employees still employed. This employee
34- W.M. Irwin with seniority of 7/23/73 will be reestablished to Air Con-
35- ditioning and Refrigeration Mechanic.
36-

37- It is further agreed that both classifications, Maintenance Mechanic
38- and Air Conditioning & Refrigeration Mechanic will be reestablished
39- in Labor Grade 01.
40-

41- **NO. C/31 MEMORANDUM OF UNDERSTANDING**
42- **RE: TASKS OF KAIZEN EVENT TEAM MEMBERS**
43-

44- Goodrich's lean manufacturing environment is achieved by using the
45- "Kaizen" method. "Kaizen" (pronounced ky'zen) is a Japanese word

1- signifying continuous incremental improvement and also is a tool, which
2- enables organizational change. In a Kaizen event, a team of employees
3- selected by management, spends up to ten days identifying waste and
4- opportunities to eliminate it. The team uses techniques like brainstorm-
5- ing, process mapping, and detailed operational analysis to identify and
6- eliminate non-value added activities for the most efficient workflow.

7-
8- The parties have agreed that during a Kaizen event any Kaizen team
9- member assigned to that event may be required to perform additional
10- tasks spelled out on the attached 3 page Kaizen Event Job Task Mat-
11- rix. Tasks that require specific skills, safety training/awareness, etc.,
12- will continue to be performed by the appropriate classified employe-
13- es. During the Kaizen event, the team members are authorized and
14- empowered to effect changes on their assigned processes, standard
15- procedures, work rules, and relocation of various tools, equipment,
16- and materials.

17-
18- Event scope sheets for all kaizen events involving Bargaining Unit
19- employees will be available upon request.

20-
21- It is also agreed that as a result of the understanding reached between
22- the parties involved, as long as tasks are performed within the param-
23- eters of this agreement there will be no grievances filed related to
24- Kaizen Events.

25- 26- **KAIZEN EVENT JOB TASK MATRIX**

27-
28- Any Kaizen Event Team Member To Perform These Tasks

29-
30-
31-
32-
33-
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36-
37-
38-
39-
40-
41-
42-
43-
44-
45-

TASK	COMMENTS
1. Move tables, chairs, fans, table equipment, small tools, etc.	No special equipment/training required.
2. Sweep/mop floors, strip yellow lines, hand wash walls, equipment, general prep, etc.	No special equipment/training required.
3. Hand paint walls, rails, equipment, etc.	No special equipment/training required.
4. Spray paint lines, equipment, etc.	Requires past Goodrich experience
5. Unbolt small equipment from floors	No special equipment/training required.
6. Small equipment installations	Technician/Assembler type experience required
7. Operation of motorized equipment	Requires certification/training

1- The following tasks require team members to have held the necessary
2- classifications:

3-
4- Item 4. - Spray paint lines, equipment, etc.:

5-
6- Maintenance Technician UN1201 (Painter trained)
7- Manufacturing Technician UN1210 (Painter trained)
8- Plaster & Plastic Tool Maker UN1205 (Painter trained)

9-
10- Item 6. - Small equipment installations:

11-
12- Manufacturing Technician UN1210
13- Development Technician UN1204
14- Maintenance Technician UN1201
15- Maintenance Utility Worker UN1211
16- Air Conditioning &
17- Refrigeration Mechanic UN1344

18-
19- Item 7. - Operation of motorized equipment:

20-
21- Must have a current certification.

22-
23-
24-
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43-
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45-

KAIZEN EVENT JOB TASK MATRIX

Maintenance Trades Only To Perform These Tasks

TASK	CLASSIFICATION	COMMENTS
Dismantle/disassemble equipment	Maintenance Tech	Specialized/safety
Disconnect hard-wired electrical	Electrician	Specialized/safety
Install electrical circuits/hardware	Electrician	Specialized/safety
Disassembly/installation of electronics	Electronics (ET)	Specialized/safety
Disposal/Handling of Hazardous materials	Maintenance Tech/ Utility Worker	Specialized/safety
Lockout/Tagout procedures	Technician/Utility/ Electrician/ET	Specialized/safety
Confined space entry/work	Mechanic/Utility/ Electrician/ET/Welder	Specialized/safety
Assembly/Disassembly of rack systems	Technician/Welder	Specialized/safety
Construction	Technician (Carpenter, Tinsmith, Technician, Plumber, Electrician)	Specialized/safety
Overhead working situations	Technician/Utility/ Electrician/ET	Specialized/safety
Welding	Maintenance Welder	Specialized/safety
Certified procedures	Technician/Utility/ Electrician/ET/Welder	Specialized/safety

These tasks require specific trade skills, safety training/awareness, hazardous materials training and equipment. The classifications included are:

Electrician Maintenance	UN1199
Electronics Maintenance	UN1200
Maintenance Technician	UN1201
Maintenance Utility Worker	UN1211
Air Conditioning & Refrigeration	
Mechanic	UN1244
Maintenance Welder	UN1261

KAIZEN EVENT JOB TASK MATRIX

TASK	MAINT	OTHER	COMMENTS
Move tables, chairs, fans, table equipment, small tools, etc.	Y	Y	No special equipment/training required.
Sweep/mop floors, strip yellow lines, hand wash walls, equipment, general prep, etc.	Y	Y	No special equipment/training required.
Hand paint walls, rails, equipment, etc.	Y	Y	No special equipment/training required.
Spray paint lines, equipment, etc.	Y	Y	Requires past Goodrich experience
Unbolt small equipment from floors	Y	Y	No special equipment/training required.
Small equipment installations	Y	Y	Mechanic/Assembler type experience required
Operation of motorized equipment	Y	Y	Requires certification/training
Dismantle/disassemble equipment	Y	N	Specialized/safety
Disconnect hard-wired electrical	Y	N	Specialized/safety
Install electrical circuits/hardware	Y	N	Specialized/safety
Disassembly/installation of electronics	Y	N	Specialized/safety
Disposal/Handling of Hazardous materials	Y	N	Specialized/safety
Lockout/Tagout procedures	Y	N	Specialized/safety
Confined space entry/work	Y	N	Specialized/safety
Assembly/Disassembly of rack systems	Y	N	Specialized/safety
Construction	Y	N	Specialized/safety
Overhead working situations	Y	N	Specialized/safety
Welding	Y	N	Specialized/safety
Certified procedures	Y	N	Specialized/safety

401(k) Plan

- 1-
2-
3- A. **ELIGIBILITY:** Immediate date of hire.
4-
5- B. **EMPLOYEE CONTRIBUTIONS:** From 1% to 17% of pay
6- on either a pre-tax or an after-tax basis.
7-
8- C. **COMPANY CONTRIBUTIONS:** \$:75 for each pre-tax dol-
9- lar of employee contributions up to the first 4% of employee
10- pre-tax contributions. Company contributions will be invested
11- in the same manner as employee directs his/her contributions.
12-
13- D. **VESTING:** Company matching contributions will be vested
14- as follows.

<u>Years of Service</u>	<u>Vesting %</u>
1	20%
2	40%
3	60%
4	80%
5	100%

15-
16-
17-
18-
19-
20-
21-
22-
23- An employee becomes 100% vested in the Company matching
24- contributions if any of the following occurs: Layoff (for either
25- RIF or medical), entry into the U.S. Armed Forces (other than
26- temporary service with Reserves or National Guard), age 65,
27- permanent and total disability, death.

28-
29- Employees terminating for reasons other than the above will
30- not continue to vest after termination of employment, make
31- contributions to the Plan or initiate a loan.

32-
33- Accounts less than \$5,000 may require a mandatory distribu-
34- tion as defined by IRS regulations.

- 35-
36- E. **LOANS AND WITHDRAWALS:** An active employee-par-
37- ticipant can access funds 3 ways: loans, general withdrawals
38- and financial hardship withdrawals.

39-
40- Terminated employees can perform a general withdrawal once
41- a year. Refer to the Plan document or Summary Plan Description.

42-
43- The IRS has determined that the Plan meets the special requirements
44- of sections 401(a) and 401(k) of the Internal Revenue Code. Compliance
45- requires plan amendments from time to time.

1- **GROUP HEALTH BENEFITS, LIFE INSURANCE AND**
2- **LONG-TERM DISABILITY**

3-
4- **A. The medical offerings for the duration of the contract are:**

- 5-
6- 1. BC/BS Blue Card PPO - Network - No annual deductible,
7- 100% after \$15 doctor office visit copay, 80% prescription
8- copay (30 day supply), 90% hospitalization - emergency
9- room 100% after \$75 copay, maximum out of pocket \$850
10- individual/\$1000 family; Non-network - \$500 individual/
11- \$1000 family annual deductible, 70% after deductible doc-
12- tor office visit, 60% prescription copay (30 day supply),
13- 70% hospitalization after deductible, maximum annual out
14- of pocket \$2000 individual/\$2500 family for all covered
15- expenses within the plan.
- 16-
17- 2. PacifiCare 80 HMO - No annual deductible, \$10 doctor
18- office visit copay, \$10 prescription copay (30 day supply),
19- hospitalization no deductible, 80% until maximum annual
20- out of pocket is met, emergency room \$50 copay (waived
21- if admitted), maximum annual out of pocket \$800 indi-
22- vidual/\$1,700 family for all covered expenses within the
23- plan.
- 24-
25- 3. PacifiCare 100 HMO - No annual deductible, \$5 doctor
26- office visit copay, \$5 prescription copay (30 day supply),
27- hospitalization no deductible, 100% until maximum annual
28- out of pocket is met, \$35 emergency room copay (waived if
29- admitted), maximum annual out of pocket \$800 individual/
30- \$1600 family for all covered expenses within the plan.
- 31-
32- 4. Kaiser - California HMO - No annual deductible, \$10 doc-
33- tor office copay, \$10 prescription general copay (100 day
34- supply), \$25 copay brand name, hospitalization \$100
35- copay per admission, \$75 copay emergency (waived if ad-
36- mitted), maximum annual out of pocket \$1500 individual/
37- \$3000 family for all covered expenses within the plan.

38-
39- **The following dental plans will be offered:**

- 40-
41- 1. Safeguard - a prepaid plan with benefits available only
42- through the designated network of providers.
- 43-
44- 2. PacifiCare - a prepaid plan with benefits available only
45- through the designated network of providers.

- 1- 3. Delta Dental - services available through network or out-
2- side of network.
3-

4- Details of the various plans are set forth in separate plan booklets.
5-

6- **Employee Monthly Contributions**

7- **2003**

8- **MEDICAL**

9-
10-
11-
12-
13-
14-
15-
16-
17-
18-

	PacifiCare	Kaiser	PacifiCare	BC/BS
Coverage	80		100	PPO
- Employee (only)	\$ 36	\$35	\$ 50	\$ 53
- EE + 1	\$ 65	\$40	\$ 88	\$106
- EE + Sp	\$ 77	\$45	\$103	\$106
- Family	\$100	\$55	\$136	\$159

19- **DENTAL**

20-
21-
22-
23-
24-
25-
26-
27-

Coverage	Safeguard	PacifiCare	Delta Dental
- Employee (only)	0	0	\$12
- EE + 1	0	0	\$24
- EE + Sp	0	0	\$24
- Family	0	0	\$36

28- In each plan year, Kaiser contributions will increase \$5. Each plan
29- year thereafter, the contributions for all other plans will increase by
30- 10% of any increase in the premium with a maximum of \$20 per year.
31- For Delta Dental each plan year thereafter, the contributions will in-
32- crease by \$1/\$2/\$3, if there are any increases in the Delta premium for
33- that plan year. If there are no increases, then the rates will remain at
34- the prior year's level.
35-

36- **B. Dependents (All Plans):**

37- Covered dependents include the employee's spouse, eligible
38- domestic partner, children up to age 19, and unmarried chil-
39- dren 19 to 25, who are regularly attending school and depend
40- solely upon the employee for support.
41-

42- **C. Non-Duplication and Coordination of Benefits:**

43- If enrolled in HMO's, services provided by non-HMO provid-
44- ers (except in emergency situations) are not covered. HMO's
45- do not coordinate benefits with non-HMO providers. Detailed

1- coordination of benefit rules are available through the medical
2- plan the employee elects.

3-
4- **D. Continuation of Benefits:**

5- If medical and dental benefits for the employee and dependents
6- would terminate due to one of the qualifying events described
7- in Public Law 99-272, Title X (COBRA), these benefits may be
8- continued provided the employee makes a timely request to Rohr,
9- Inc. and pays the required contribution. Limitations to the
10- duration of the continuation are set forth in COBRA and plan
11- documents.

12-
13- **E. Early Retirement:**

14- Employees who retire prior to age 65 under the early retirement
15- provisions of the Company's Pension Plan and who concurrently
16- do not exercise their rights to continuation of coverage under
17- COBRA, may continue coverage under Rohr, Inc.'s health care
18- plans (dental excluded) until they reach the age 65.

19-
20- Rohr, Inc. will contribute toward the cost of the selected medi-
21- cal plan per the following schedule:

22-
23- **Company Monthly Contributions**

24- Years of			
25- Service	Employee Only	Employee + 1	Employee + 2
26- 10-15	\$40	\$ 60	\$ 80
27- 16-20	\$50	\$ 70	\$ 90
28- 21-25	\$60	\$ 80	\$100
29- 26-30	\$70	\$ 90	\$110
30- 31+	\$80	\$100	\$120

31-
32- Eligibility - those hired prior to 2/17/2003.

33-
34- **F. Life Insurance:**

- 35-
36- 1. Employee's Company paid-life insurance shall equal one
37- times the employee's annual hourly base rate at the time of
38- death. Employees will receive a minimum of \$26,000
39- coverage.
- 40-
41- 2. Employee's Company-paid accidental death and dismem-
42- berment insurance shall equal one times the employee's
43- annual hourly base rate at the time of death. Employees
44- will receive a minimum of \$26,000 coverage.

- 1- 3. A voluntary, employee pay-all Supplemental Life Program
2- is available. Employees may elect to purchase Supplemental
3- Life Insurance, a portable, term life insurance plan. Premi-
4- ums are age-related for smoker or non-smoker, accidental
5- death benefit is optional. The employee may elect cover-
6- age for: employee only, spouse only, employee and spouse
7- and child coverage as a rider to employee or spouse coverage.
8-
9- 4. Employees may purchase a voluntary Personal Accident
10- Insurance plan. The plan provides 24 hours a day, 365 days
11- per year coverage for accidental death and dismemberment.
12- Employees may select the employee only or family plan by
13- enrolling and authorizing the appropriate payroll
14- deduction.

15-
16- **G. Voluntary Plans:**
17-

- 18- 1. Long-Term Disability Plan - If you're ill or injured and
19- can't work for an extended period of time, you'll still need
20- income to meet your everyday living expenses. That's why
21- Rohr, Inc. offers Long-Term Disability (LTD) coverage and
22- pays half of the cost of your coverage for full-time em-
23- ployees, if you elect it.

24- You have the following choices of LTD coverage: .

- 25-
26- * No coverage
27-
28- * 50% of pay - Provides up to 50% of your pay, minus
29- any family Social Security Disability or other appli-
30- cable disability benefits you're eligible to receive. The
31- minimum monthly benefit is \$50 and the maximum
32- monthly benefit is \$25,000.
33-
34- * 60% of pay with periodic increase - Provides up to
35- 60% of your pay, minus any family Social Security
36- Disability or other applicable disability benefits you're
37- eligible to receive. While you're collecting LTD ben-
38- efits, your payments will increase to adjust for inflation
39- - up to 5% a year, based on the Consumer Price Index
40- (CPI). For example, if the CPI rises 7%, your LTD
41- payments increase by the 5% maximum. If the CPI
42- rises only 2%, your LTD payments would increase 2%.
43- If the CPI declines, your payments would stay the same
44- - they wouldn't decrease.
45-

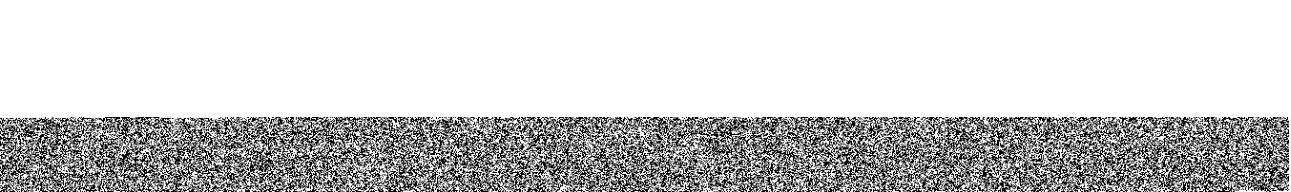
1- 2. Vision Plan (VSP) - Summary of Benefits:
2-

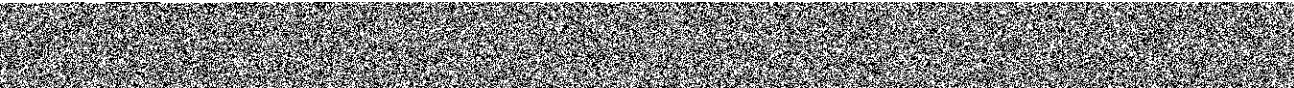
3- * In-network benefits
4-

5- * Annual Examination - Plan pays 100%
6-

7- * Lenses/Frames - One pair per year, plan pays 100%
8- after \$10 copay
9-

10- * Contact Lenses - Plan pays up to \$100 for follow-up;
11- fitting fees and contact lenses.
12-
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PENSIONS

The following changes shall become effective February 17, 2003 unless noted otherwise.

* All potential retirees must give the Company a written notification of their intent to retire a minimum of sixty (60) days prior to their proposed retirement date.

* All employees who terminate and retire on or after January 1, 2003, shall accrue a monthly pension benefit of \$50 for each year and fraction of credited service.

* Effective immediately, distribution under the Rohr Employee Pension Plan must commence no later than April 1 of the calendar year following the calendar year in which the participant attains age 70-1/2. Subsequently, a separate additional benefit may apply when the participant actually ceases to be employed. The IRS recognizes the additional benefit may be reduced by the actuarial equivalent of payments made to the participant before the date of cessation of employment. Please refer to Section 401(a)(9) of the Code and Regulations adopted thereunder.

The benefit payment options available under the Pension Plan shall be:

SINGLE LIFE ANNUITY: Benefit payable to the retiree for life. Upon the retiree's death, all benefits cease.

JOINT AND SURVIVOR ANNUITY - 100%: Actuarially reduced benefit payment to the retiree for life. Should the retiree predecease the spouse, 100% of the benefit continues to the spouse for life.

JOINT AND SURVIVOR ANNUITY - 50%: Actuarially reduced benefit payable to the retiree for life. Should the retiree predecease the spouse, 50% of the benefit continues to the spouse for life.

10 YEAR CERTAIN AND CONTINUOUS: Actuarially reduced benefit payable to the retiree for life. Should the retiree expire prior to the expiration of 120 months (10 years) from retirement date, the same benefit continues to the named beneficiary until the expiration of the 120 months period.

SOCIAL SECURITY LEVELING: Available to retirees who retired prior to 62nd birthday. Provides for a percentage, based on age at retirement, of age 62 social security benefit to be paid by Rohr in

1- addition to Rohr benefit until age 62. Upon attainment of age 62, the
2- total benefit being paid by Rohr is reduced by 100% of age 62 social
3- security benefit. From age 62 forward, retiree receives reduced Rohr
4- benefit plus social security. Can be taken in conjunction with any of
5- above options.

6-
7- **LUMP SUM PAYMENTS:** Participants whose lifetime single life
8- annuity benefit at the time of termination is actuarially determined to
9- be \$5,000, shall receive a mandatory Lump Sum payout. Such Lump
10- Sum payout will be in lieu of a monthly benefit payment.

11-
12- **PRE-RETIREMENT JOINT AND SURVIVOR ANNUITY:** In the
13- event of the death of an employee who is:

- 14-
15- 1. fully vested in the Pension Plan, and
16-
17- 2. has a surviving spouse
18-

19- The surviving spouse will be entitled to a 50% Joint & Survivor Annuity:

20-
21- If the employee had attained his/her earliest retirement age, the 50%
22- Joint and Survivor benefit would be payable as though the employee
23- had retired and elected such 50% Joint and Survivor Annuity on the
24- day before the employee's death, or

25-
26- 1. If the employee died before attaining his/her earliest retirement
27- age, the 50% Joint and Survivor Annuity would be payable as if
28- the employee had terminated employment on the date of death,
29- surviving to his/her earliest retirement age, elected a 50% Joint
30- and Survivor Annuity on his/her earliest retirement age, and died
31- the next day.

32-
33- 2. If the employee had attained his/her earliest retirement age; has
34- completed paperwork for retirement, and has submitted that pa-
35- perwork to Fidelity's Benefits Service Center (or any replacement
36- administrator/record keeper), the option elected on that paperwork
37- will take precedence over the 50% qualified pre-retirement survi-
38- vor annuity, if the death occurs within 90 days of the retirement
39- date. If the employee is married at the date of death, completed
40- paperwork requires spousal consent for any option other than the
41- 100% or 50% Joint & Survivor options.
42-

43- **EARLY RETIREMENT:** A participant may retire with a reduced
44- benefit at age 55 or later with a minimum of ten (10) years Vesting
45- Service. The reduction factor for early retirement will be 3/10% for

1- each month that early retirement precedes the beginning of the month
2- following the participant's 65th birthday,
3-

4- **VESTING:** *The number of years of service required for retirement*
5- *vesting purposes shall be five (5). All other conditions and provisions*
6- *of the Rohr Employee Pension Plan shall remain unchanged. The*
7- *Company and the Union agree that whatever technical changes are*
8- *necessary in the language of the Plan to maintain its status as a qualified*
9- *pension plan under the terms of applicable Federal and State statutes,*
10- *shall be made for the benefit of the employees covered by the Plan.*
11-

12-
13- **ROHR, INC.**
14-

15- */s/B. W. Broderick*
16- Vice President, Human Resources
17-

18- */s/R. M. Roner, Jr.*
19- Director, Human Resources
20-

21- */s/A. Fulk*
22- Manager, Human Resources-Riverside
23-

24- */s/R. Gordon*
25- Director, Manufacturing-Chula Vista
26-

27- */s/C. Maddux*
28- Manager, Manufacturing-Chula Vista
29-

30- */s/D. McCarty*
31- Manager, Manufacturing-Chula Vista
32-

33- **INTERNATIONAL ASSOCIATION OF**
34- **MACHINISTS AND AEROSPACE WORKERS**
35-

36- */s/G. Allen*
37- Aerospace Coordinator
38-

39- */s/J. A. Croswell*
40- Business Representative
41-
42-
43-
44-
45-

1- **NEGOTIATING COMMITTEE MEMBERS**

2-
3- /s/R. Cervantes

4- /s/R. D. Kuenzi

5- /s/R. D. Paszko

6- /s/O. F. Santana

7- /s/K. R. Walker

8- /s/C. L. Williams

9-
10- **IMPORTANT**

11-
12- **CHANGE OF ADDRESS:** You must notify the Company without
13- delay of any change of address. Forms for reporting a change of
14- address are available in the Human Resources Centers.

15-
16- **ABSENCE:** If you are absent you must call your respective depart-
17- ments Absentee Desk at least every three days or you'll lose your
18- seniority. Ask your department Team Leader for the number.

19-
20- **SICK LEAVE:** Call the Absentee Desk before the end of your shift
21- on the day of absence and tell them your:

22-
23- **Name** **Reason for Absence**
24- **Badge Number** **Estimated Return Date**
25- **Department** **Sick Leave Requested**
26- **Shift Start Time** **Name of Supervisor**
27-

28- **MEDICAL LEAVE:** If your absence is expected to last more than 10
29- consecutive days or you're going to be hospitalized, call your Team
30- Leader or the Medical Leave Desk.

31-
32- **Call 691-2551 Medical Leave Desk**

33-
34- When you call in absent or receive a Medical Leave, you will get a
35- contact control number. Use it if you later have a question or problem.

36-
37- **OTHER IMPORTANT NUMBERS**

38-
39- Union Hall 422-5386
40- Union Office 691-3700
41- Human Resources Center: 691-6411
42-
43-
44-
45-

NOTES

2003

JANUARY							FEBRUARY							MARCH							APRIL							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4							1							1				1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8	6	7	8	9	10	11	12	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15	13	14	15	16	17	18	19	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22	20	21	22	23	24	25	26	
26	27	28	29	30	31	23	24	25	26	27	28	23	24	25	26	27	28	29	27	28	29	30						
														30	31													

MAY							JUNE							JULY							AUGUST							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3	1	2	3	4	5	6	7				1	2	3	4	5						1	2
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	
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18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	
25	26	27	28	29	30	31	29	30	27	28	29	30	31	24	25	26	27	28	29	30	31							

SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
			1	2	3	4	5	6				1	2	3	4							1				1	2	3	4	5	6
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13				
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20				
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27				
28	29	30	26	27	28	29	30	31	23	24	25	26	27	28	29	28	29	30	31												

2004

JANUARY							FEBRUARY							MARCH							APRIL								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3	1	2	3	4	5	6	7				1	2	3	4	5	6						1	2	3
4	5	6	7	8	9	10	8	9	10	11	12	13	14	7	8	9	10	11	12	13	4	5	6	7	8	9	10		
11	12	13	14	15	16	17	15	16	17	18	19	20	21	14	15	16	17	18	19	20	11	12	13	14	15	16	17		
18	19	20	21	22	23	24	22	23	24	25	26	27	28	21	22	23	24	25	26	27	18	19	20	21	22	23	24		
25	26	27	28	29	30	31	29	28	29	30	31	28	29	30	31	25	26	27	28	29	30								

MAY							JUNE							JULY							AUGUST													
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
						1				1	2	3	4	5						1	2	3						1	2	3	4	5	6	7
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14							
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21							
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28							
23	24	25	26	27	28	29	27	28	29	30	25	26	27	28	29	30	31	29	30	31														
30	31																																	

SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
			1	2	3	4						1	2				1	2	3	4	5	6						1	2	3	4
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11				
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18				
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25				
26	27	28	29	30	24	25	26	27	28	29	30	28	29	30	26	27	28	29	30	31											
							31																								

2005

JANUARY							FEBRUARY							MARCH							APRIL							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1			1	2	3	4	5			1	2	3	4	5							1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12	3	4	5	6	7	8	9	
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19	10	11	12	13	14	15	16	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26	17	18	19	20	21	22	23	
23	24	25	26	27	28	29	27	28	27	28	29	30	31	24	25	26	27	28	29	30	24	25	26	27	28	29	30	
30	31																											

MAY							JUNE							JULY							AUGUST								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
1	2	3	4	5	6	7				1	2	3	4						1	2	1	2	3	4	5	6			
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13		
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20		
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27		
29	30	31	26	27	28	29	30	24	25	26	27	28	29	30	28	29	30	31	28	29	30	31							

SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
				1	2	3						1			1	2	3	4	5						1	2	3			
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10			
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17			
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24			
25	26	27	28	29	30	23	24	25	26	27	28	29	27	28	29	30	25	26	27	28	29	30	31	25	26	27	28	29	30	31
							30	31																						

2006

JANUARY							FEBRUARY							MARCH							APRIL								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
1	2	3	4	5	6	7				1	2	3	4						1	2	3	4							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8		
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15		
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22		
29	30	31	26	27	28	26	27	28	29	30	31	23	24	25	26	27	28	29	23	24	25	26	27	28	29				
																				30									

MAY							JUNE							JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6				1	2	3						1	1	2	3	4	5					
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	31	25	26	27	28	29	30	23	24	25	26	27	28	29	27	28	29	30	31	27	28	29	30	31	
													30	31													

SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	1	2	3	4	5	6	7			1	2	3	4						1	2			
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	
24	25	26	27	28	29	30	29	30	31	26	27	28	29	30	24	25	26	27	28	29	30	24	25	26	27	28	29	30
																			31									

2007

JANUARY							FEBRUARY							MARCH							APRIL							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6					1	2	3						1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31	29	30						
MAY							JUNE							JULY							AUGUST							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		1	2	3	4	5	1	2	3	4	5	6	7						1	2					1	2	3	4
6	7	8	9	10	11	12	8	9	10	11	12	13	14	3	4	5	6	7	8	9	5	6	7	8	9	10	11	
13	14	15	16	17	18	19	15	16	17	18	19	20	21	10	11	12	13	14	15	16	12	13	14	15	16	17	18	
20	21	22	23	24	25	26	22	23	24	25	26	27	28	17	18	19	20	21	22	23	19	20	21	22	23	24	25	
27	28	29	30	31			29	30						24	25	26	27	28	29	30	26	27	28	29	30	31		
													31															
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1	1	2	3	4	5	6						1	2	3							1	
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16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	23	24	25	26	27	28	29		
30																					30	31						

Goodrich Aerostructures Group
850 Lagoon Drive
Chula Vista, California 91910-2098