

# **2024 NEGOTIATIONS**

## **COMPANY UPDATED BEST AND FINAL OFFER (BAFO)**

## **AGREEMENT**

THIS AGREEMENT or CONTRACT is made and entered into by and among Textron Aviation Inc. ("TAI" or "Textron"), a Kansas corporation and District Lodge No. 70, Local Lodge No. 774 of the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (the "Union").

### **ARTICLE 1 PROMOTION OF HARMONIOUS RELATIONS**

- 1.01** The Union and Company recognize that the success of the business is vital to all concerned. This requires that both the Company and employees work together to the end that quality and costs of the products will prove increasingly attractive to the customers so that the business will be continuously successful.
- 1.02** Both parties hold that the basic interests of the employers and the employees are the same; however, at times employees and the Company may have different ideas on various matters affecting their relationship. Both the Union and Company are convinced that differences can be peacefully and satisfactorily adjusted by sincere and patient efforts on both sides.
- 1.03** In furtherance of the promotion of harmonious relations between the Company and the Union, meetings with Labor Relations Representatives and Union Representatives shall be held on at least a monthly basis. At such meetings there shall be discussions of matters of mutual interest. The Company will submit to the Union and the Union will submit to the Company at least five (5) working days before such meetings proposed subjects for discussion. Such meetings shall be held at all facilities. This meeting shall not be a forum to discuss grievances or issues already being reviewed, unless mutually agreed to otherwise.
- 1.04** The Union and Company agree that neither party, nor the employees, will intimidate or coerce any employee in respect to the employee's working right or in respect to Union activities or membership. There shall be no solicitation of employees, including solicitation for Union membership or dues on working time; it is understood that the lunch period, break periods and the time before and after shift changes are not working time for these purposes. The Company agrees that Union members shall not be discriminated against as such.

### **ARTICLE 2 REPRESENTATION**

- 2.01** The International Association of Machinists is hereby recognized as the sole bargaining agency for the purpose of collective bargaining for and on behalf of employees as designated by the National Labor Relations Board under the date of July 13, 1940, and as set forth in the consent agreement for payroll check entered into and signed July 10, 1940.
- 2.02** Those who for the purpose of this payroll check shall be eligible and who comprise said bargaining unit are all employees engaged in production, maintenance work and parts rooms at the Wichita plants of the employer, including Crew Leads (Crew Chiefs), janitor, clean-up personnel, maid, productions and maintenance stock clerks, warehouse personnel, and tool crib attendants, but EXCLUDING the following classifications: non-working supervisors, engineers in any department, office workers and guards.

- 2.03 It is understood and agreed that messengers, timekeepers, employees of the inspection department, employees of the cafeteria, and employees engaged in looking after warehouses and storerooms are part of the accounting or administrative Labor Relations and as such are classified as office workers.
- 2.04 It is expressly understood that the conditions of this Agreement shall apply to the Company's Aircraft Division, the Wichita Service Center and the Service Parts Center all in Wichita, Kansas, and shall be binding upon the Company, its successors and assigns at its Aircraft Division, the Wichita Service Center, and the Service Parts Center.

### ARTICLE 3 PLANT CHAIRS / STEWARDS

- 3.01 PLANT CHAIRS. There may be up to six (6) fulltime Plant Chairs. The number of fulltime Plant Chairs that the Company pays for shall not exceed four (4) at any given time. The remaining two (2) Plant Chairs shall be treated pursuant to paragraph 6.01 of the Agreement.
- 3.02 The Company will allow the Plant Chairs to use designated office areas to confer privately on Union matters.
- 3.03 The Plant Chair, when necessary, in the performance of the duties of this position as outlined under the terms of this Agreement, shall have the right to enter any other department in the bargaining unit for the purpose of investigating complaints, grievances and job classifications. When visiting another department, the Plant Chair shall check in and out with the Supervisor of that department. All full-time Plant Chairs at the Pawnee, West Campus and East Campus facilities will be paid the maximum of the grade of the highest-grade level in the bargaining unit. All positions will be subject to and have the benefits of all provisions of this agreement.
- 3.04 STEWARDS. The Union may select one (1) employee to be the Steward for each Supervisor on each shift in each department covered by this Agreement. There shall be only one (1) Steward for each Supervisor in each department and such Steward shall represent only that area of the department except that when the number of employees in any one (1) department area per shift exceeds one hundred (100) or when there is a definite geographical separation of the sections within an area of a department, one (1) additional Steward may be selected for each one hundred (100) employees or for each geographically separated section. (Up to 100 employees = 1 Steward; 101-200 = 2 Stewards, etc.) A duly selected Steward shall not be loaned or transferred from the department or shift which the Steward represents provided work is available for which the Steward is qualified and willing to perform.
- 3.05 Stewards and Local Lodge Officers will be excused from work to attend a monthly Union membership meeting without the need to use ETO or vacation.
- 3.06 **Employees seeking Union representation, will utilize the Union Steward within their department and work area. If the Union Steward is not available or there is not one in the department and work area or the employee wishes to use a different Steward, the Plant Chair shall be the designated representative, or the Steward designated by the Plant Chair. Union Stewards from other areas, departments and/or shifts, should not leave their daily job assignment to represent employees in other departments or work areas.**

**ARTICLE 4  
BUSINESS REPRESENTATIVES**

- 4.01** The Business Representative of the Union shall have access to the Company plant during working hours for the purpose of investigating grievances. The Business Representative shall obtain from the Company specific authorization for each visit and such visit shall be subject to such regulations as may be made from time to time by the Company and the Department of Defense. The Company will not impose regulations which will exclude the Business Representative from the plant nor render ineffective the intent of this provision.

**ARTICLE 5  
RIGHT TO INTERVIEW**

- 5.01** **It is recognized by the Company that the Union has an interest and responsibility to explain the function of the Union in a collective bargaining relationship and the advantages of membership in the Union.** The Company agrees **that the Union may give a presentation to** ~~that~~ all new employees and all rehired employees in the bargaining unit **at orientation** ~~who are not members of the Union will be interviewed by a Union representative prior to starting to work~~ for the purpose of soliciting memberships in the Union. **In the event an employee is absent from orientation, the Plant Chair, or designee, will be given an opportunity to meet with the employee at the earliest opportunity.**
- 5.02** Such ~~interviews~~ **discussions at orientation** are to be conducted by the Plant Chair or in the Plant Chair's absence by an alternate designated by the Plant Chair; or at the request of the Union, by a regular representative of the Union from the local district office.
- 5.03** Such ~~interviews~~ **discussions shall normally be conducted during orientation** ~~shall not exceed ten (10) minutes per employee~~, and if conducted by an active employee of the Company, the employee's time off shall be paid for by the Union.
- 5.04** The Company agrees not to discourage membership in the Union, and the Union agrees that new employees will not be intimidated or coerced while soliciting their Union memberships, and to interfere as little as possible with the operations of the Labor Relations Department.
- 5.05** Both parties agree to cooperate in carrying out detailed operations of this section in good faith, to present honest, factual statements to new employees interviewed of the relationships between the parties, and that joining the Union is not required as a condition of employment.
- 5.06** ~~INTERVIEW OF NEW EMPLOYEES. It is recognized by the Company that the Union has an interest and responsibility in explaining the function of the Union in a collective bargaining relationship and the advantages of membership in the Union.~~
- 5.0706** The Union is also aware and has agreed that solicitation of membership cannot be conducted during working time due to the interference and disruption that could result in working schedules. To accommodate both viewpoints and assure that an ample opportunity exists for the Union to explain their role in the bargaining relationship while preserving minimal interference in the Company's working schedule, the following procedure will be utilized:

- A. The Human Resources Department conducts a formal orientation session for all bargaining unit employees. During these sessions, information concerning employee rights will be in keeping with the intent of this Article. The Union will be advised of the time and location of employee orientation sessions of these bargaining unit employees.
- B. At an appropriate time, individuals employed into the IAM bargaining unit will be advised that an IAM & AW representative will discuss representation and Union membership.
- C. The following message will be used by the Company representative to introduce the IAM & AW representative:

“For those of you who are employed in the IAM & AW bargaining unit, the Union representative will explain their designation as your bargaining agent, your opportunity for membership, and the payroll deduction of dues for members.”

- D. ~~Interviews may be on an individual basis during the interview process for new employees provided such interview shall not exceed ten (10) minutes.~~ **Discussions about the Union and membership to the Union will normally be conducted in a group setting.** These **interviews discussions** may be conducted by one or more Union representatives, which may include regular Business Representatives of District Lodge No. 70. ~~If more than one Union representative conducts the interview, the group will be divided so that they are as nearly as equal in size as possible. Time for interviewing will be governed by the agreement.~~ The Union will advise the employees that a membership in the IAM & AW is voluntary and not a required condition of employment.
- E. Both the Company and the Union agree to cooperate in the implementation and administration of this procedure. Neither party will interfere, restrain or coerce employees and both parties agree to use good judgment in all words and actions during this procedure.
- F. The Union agrees to minimal interference with the new employee orientation session by adhering to the agreed time limits, and the Company and the Union agree to refrain from any actions or statements which could adversely reflect upon the Union or the Company.
- G. The Union agrees to pay their representative’s time allotted by this procedure and the Company agrees to have the new employees available unless the IAM & AW representative is not present at the time and place specified.

**5.0807** INTRODUCTION TO SHOP STEWARD. When any bargaining unit employee is brought into a department, the Supervisor will introduce the Shop Steward to the employee.

## ARTICLE 6 UNION LEAVES OF ABSENCE

**6.01** Any employee appointed to any position with the Union as the representative of the employees or an Organizer shall be granted a leave of absence, if requested, from the Company for the duration of such appointment and shall accumulate seniority for retirement benefits. Upon return from leave of absence, the employee will be eligible to utilize any unused sick leave and vacation accruals accumulated by the employee at the time of his appointment to the Union position. Furthermore, upon return from a leave of

absence, the employee's seniority for all future accruals will not be reduced by the amount of time the employee was on a leave of absence. Not more than ten (10) such leaves of absence may be in effect at one time. Anything in excess must be requested in writing by the Union and approved by Labor Relations.

## ARTICLE 7 UNION DUES

- 7.01** It is agreed between the Company and the Union that any employee of the Company may authorize the collection of the employee's initiation, or reinstatement fee and Union dues by signing of a payroll deduction card which will be specified by agreement between the Union and the Company. ~~The Company will provide the first shift Plant Chair with a copy of the written notice of revocation.~~ The authorization will become void when the employee leaves the bargaining unit or when the employee's separation papers have been processed by the Company, provided however, if an employee transfers out of and returns to the bargaining unit during the term of this Agreement the authorization shall be automatically reinstated for the remainder of the term of this Agreement subject to the other provisions of this paragraph. If the employee is placed on layoff the Company is authorized to reinstate the employee's payroll deduction when the employee returns to work within their recall rights. The Union dues shall be collected weekly. Such dues shall be remitted to the Union on the fifth (5) of each month. A list of the members from whom dues were collected shall be attached to the report given to the Union with the remittance.
- 7.02** REINSTATEMENT. The Company will ensure that employees returning from lay-off, returning to the bargaining unit from non-bargaining jobs, returning from leaves of absence or transferring to another division will have their Union dues reinstated. In the case of those returning from extended leaves of absence, a procedure has been adopted to prevent double deduction of dues.
- 7.03** ~~NOTICE TO UNION OF EMPLOYEE SHOP DEDUCTIONS. During the period of the Agreement, the Company will furnish the Plant Chair a list on a weekly basis of those employees who have furnished the Company written notice revoking their dues deduction authorization.~~
- 7.0403** The Company will notify supervision that employees inquiring about revoking their Union deduction authorization are to be informed that they must do so before or after their shift or at lunch time. Supervision will also be told they are not to encourage or solicit employees to cancel their Union dues deduction authorization.
- 7.0504** When employees provide the Company with written and signed notification canceling their dues deduction authorization, they will be instructed to take ~~a copy of such notification to their Shop Steward.~~ **such notice to the Union's District office as the Company does not process these requests. Employees who wish to cancel their membership and/or dues deduction authorization must follow the process outlined in the IAM&AW's membership and/or dues or fee checkoff authorization. Once the Union approves the request, they will notify the Company to cease the dues deduction.** In the event an employee wishes to reverse their decision to revoke the dues deduction authorization, they will do so by providing a new dues withholding authorization card.
- 7.0605** Employees on vacation or leave of absence during the week deductions are normally made shall have their dues deducted from the next week's paycheck. Employees laid off, sick, or disabled are entitled to unemployment stamps, consistent with the IAM Constitution, provided they make application at the Union Office each thirty (30) days for the same. Failure

of Union members to pay dues or to secure dues stamps, if not working, for a two-month period, will cause said employee to pay a reinstatement fee.

## **ARTICLE 8 BARGAINING UNIT WORK**

- 8.01** In principle, non-bargaining unit employees are not paid to perform bargaining unit work. They are paid to perform their job duties such as supervise employees, see that employees are trained to do their jobs and inspect products or to avoid production shutdowns or other critical shortage situations such as customer requirements, expedite parts or materials. The Company will not use non-bargaining unit employees to keep from recalling employees laid off in the bargaining unit or to keep from working overtime.
- 8.02** EMERGENCY WORK. The preceding paragraph will not be construed to mean that non-bargaining unit employees must refrain from any work or action which could alleviate an emergency. An example of emergency work is moving aircraft when a storm is approaching.
- 8.03** The Company and the Union both agree to meet with the people involved if a situation develops where there is a question as to whether an emergency exists or not. But this meeting may take place after the circumstance in question has passed, in which case the meeting will seek to establish whether future similar circumstances will be considered as emergencies.

## **ARTICLE 9 MANAGEMENT RIGHTS**

- 9.01** The right to promote, discharge or discipline for cause and to maintain discipline and efficiency of employees is the sole responsibility of the Company and is subject only to the grievance procedure set out herein. In addition, the right to hire, the products to be manufactured, the location of the Company's plants, the schedules of production, and the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company.

## **ARTICLE 10 SENIORITY**

- 10.01** DIVISION SENIORITY. In transferring employees from one classification to another when vacancies or new positions are created or in cases of layoff, promotion and re-hiring employees temporarily laid off, the rule of seniority shall prevail on a division-wide basis on related work or on work previously performed, based on ability to efficiently perform the work involved.
- 10.02** ~~Employees~~ **Newly hired employees, including rehired employees, who immediately report to their assigned home department, without having to report to training,** shall be regarded as temporary or probationers for the first seventy-five (75) continuous calendar days of employment. **Newly hired employees, including rehired employees, who are initially assigned to training shall be regarded as temporary or probationers during the training and for forty-five (45) days following assignment to a home department.** There shall be no responsibility for the reemployment of temporary employees or probationers if laid off or discharged during this period. It is agreed, however, that in the event they are not laid off or discharged during this period then their seniority shall date back to the ~~date first day~~ **date first day** of their ~~commencement of said seventy-five (75) days~~ **of current** employment.

- 10.03** SENIORITY LISTS. In the second week of each month, Plant Chairs shall receive electronic copies of the applicable seniority lists for all divisions. In the case of a reduction in force or a furlough, when the Labor Relations Department and the Union mutually agree to produce a job classification run, the respective Plant Chair will be provided the same run as it pertains to the bargaining unit. In the event employees with the same seniority dates are to be affected ~~by layoffs or promotions~~, **by any provision of this Agreement**, badge numbers will be utilized to make the final selection, the lower the badge number, the greater the seniority.
- 10.04** SENIORITY ACCRUAL. Seniority for all purposes of this Agreement shall be on a division-wide basis, determined by the last continuous period of employment in a division. The Service Parts Center, the Wichita (Citation) Service Center and the Aircraft Division shall each be considered as a separate division for the purposes of this paragraph. In the event any employees are transferred to or from the Aircraft Division, the Service Parts Center or the Wichita (Citation) Service Center, said employees shall retain and continue to accumulate seniority in the division in which they were originally hired. Further, such employees shall start accumulating seniority in the division to which they were transferred on the date of said transfer. Employees on layoff status at any of the above divisions will be given employment preference upon application when any other of the above divisions have openings for which they qualify, prior to hiring new employees. Any employee who resigns or is discharged by the Company shall likewise forfeit seniority rights and such employee's name shall be stricken from the seniority list.
- 10.05** In the relocation of work from one Division to another, those employees performing the work at the Division from which the work is being transferred will be transferred to and carry their seniority to the Division to which the work is being transferred.
- 10.06** Any prior Beechcraft employee transferring out of the bargaining unit after August 1, 2005, or after January 1, 1988, for all other employees, bargaining unit seniority will cease to accumulate bargaining unit seniority while in positions outside of the bargaining unit. If such employee returns to the bargaining unit, they shall only be allowed to utilize the seniority they have accumulated in the bargaining unit. It is understood between the parties that any Company employee who has never been in the bargaining unit shall not be allowed to be placed in a bargaining unit position except as a new hire as far as seniority is concerned.

## **ARTICLE 11 TRANSFERS AND TEMPORARY LOANS**

- 11.01** Once an employee has accepted a fully approved transfer opportunity, the effective date for that transfer will normally be within thirty (30) calendar days. In the event the employee has not been transferred **within** thirty (30) days, ~~he or she~~ **the employee** will be **administratively** reclassified to the position to which they will transfer at that time. Under no circumstances will the period to **physically** transfer an individual exceed sixty (60) calendar days.
- ~~**11.02** Employees may transfer, without restrictions, once per calendar year, provided they have the required experience and ability.~~
- 11.0302** Employees transferred to a labor grade they formerly occupied in a higher-grade classification shall return to the same relative position in the rate range at which they left.



- 11.0403** DEPARTMENTAL EXPANSION TRANSFERS. Textron Aviation Inc. will grant transfers to employees to vacancies on the more desirable shifts in their respective departments and classifications except those caused by department expansion before filling openings with new and/or junior employees within six (6) months from the time such transfer is requested. In the event such transfer is not granted within six (6) months, the employee shall then be transferred to the first available opening in the employee's respective classification and department except in the case where that opening is created by department expansion. In the case of departmental expansion where less senior employees are assigned to more desirable shifts, the Supervisor and Departmental Steward shall mutually agree to the time necessary for familiarization or training after which the less senior employee will be reassigned to another shift. In the selection of employees for such transfer, the senior employees that have a request for transfer filed with their Supervisor or Labor Relations Department prior to the opening shall be acted upon first. An employee will not be entitled to be transferred pursuant to this paragraph more than once in a twelve (12) month period.
- 11.0504** DIVISION TRANSFERS. The Company will fill openings by honoring the requests of qualified employees for transfers from one division to another division before hiring new employees into the opening in the division in which it exists.
- 11.0605** JOB OPENINGS. Bargaining unit positions and the qualifications for those positions, which are not filled by shift preference transfer request or recall from layoff, shall be posted on the Company website for seven (7) calendar days. The position will then be filled by the senior qualified employee who submits a request for transfer by the end of the required posting period, noted above. Copies will also be furnished to the Plant Chair and supervision. Employees may submit transfer requests **at any time based on the schedule outlined below**; however, **they transfers submitted**, will remain active for **thirty (30) calendar days a period of ninety (90) days**, or until offered a transfer into the position requested, whichever occurs first.
- A. Transfer submissions shall be limited in the number that can be active at any one time by each employee. Employees will be allowed to have seven (7) active transfers on file at any one time.**
- 11.0706** Employees **that have bargaining unit seniority greater than eighteen (18) months** will be eligible for transfers to positions for which they are qualified upon the completion of twelve (12) months in their present job. **Employees that have less than eighteen (18) months of bargaining unit seniority are not eligible to transfer. This provision does not apply to shift preference transfers.**
- 11.0807** The Company will consider requests for transfer of employees with less than ~~twelve (12)~~ **eighteen (18)** months of continuous service in their current position. Transfer of these employees will be upon mutual agreement between the Company and the Union.
- 11.0908** In transferring and/or promoting employees where job openings exist the following procedure will be followed in accordance with paragraphs 10.01 and 32.15.
- A. Employees presently classified for these vacancies with shift preference transfers on file in the department will be processed first.
- B. Transfers/Promotions within the department for qualified employees with transfer request on file will be processed second, in accordance with **paragraph 11.06 this Article**.

- C. Transfers/Promotions outside the department for qualified employees with transfer request on file will be processed third, in accordance with [paragraph 11.06](#) **this Article**.
- D. Transfers/Promotions will be processed prior to any new hire entering the department.

**11.1009** TEMPORARY LOANS. The Company has the right to temporarily loan employees from one department to another department based upon workload or business priorities. Should the need arise to loan employees, the Supervisor, in both the outgoing and incoming departments, will communicate the employees to loan and the anticipated length of the loan to the department Union Steward(s).

## **ARTICLE 12 JOB SECURITY**

**12.01** As mentioned in paragraph 45.01, the Company and the Union understand and agree that they have a mutual interest in the Company's long-term financial success and growth. An essential component of that success and growth is the maintenance of a strong, highly skilled, and sustainable workforce in Wichita consistent with the Company's need to remain cost competitive and operationally flexible over the long term in the general aviation industry. To this end, the Company's intent is to maintain Major Manufacturing Operations in Wichita, for the life of this Agreement, and therefore maintain jobs in Wichita. Major Manufacturing Operations is defined as Citation Final Assembly, King Air Final Assembly, Baron/Bonanza Final Assembly, Sky Courier Final Assembly, Denali Final Assembly and T-6 Final Assembly, specifically wing mate through delivery of models presently assembled in Wichita.

**12.02** Should it be necessary to subcontract, outsource or transfer any component work of Major Manufacturing Operations currently performed by the bargaining unit that would displace fifteen (15) or more bargaining unit employees, the parties shall, upon the request of the Union, meet and discuss the impact on the bargaining unit. The Company agrees to consider any proposal the Union might make which would result in the most cost-effective way to retain such work in the bargaining unit. The Union must present any such proposals within thirty (30) calendar days of receipt of the Company's plans. The parties will meet periodically to review the implementation of any such union proposals accepted by the Company. Should the Union's projected savings not be realized within any ninety (90) day review period during implementation, the Company will have the right to subcontract, outsource or transfer the work.

**12.03** All other work not included above will be considered context. The Union acknowledges that the Company retains the ability to source either externally or internally, subcontract, outsource or transfer context work as it deems necessary in order to remain cost competitive in the market. The Union further acknowledges that the decision to source, either externally or internally, subcontract, outsource or transfer context work is not subject to the procedural requirements described above for Major Manufacturing Operations.

## **ARTICLE 13 NEW AIRCRAFT MODEL START-UP**

**13.01** In order to staff the production start-up of a new aircraft model, the Company will determine qualifications for specific groups of jobs on the new model that will exist during the start-up phase of the operation. The start-up phase will be considered completed after the first production unit is sold to Marketing.

- 13.02** To identify those employees within the bargaining unit that are interested in being considered for assignment to the new model program will be required to submit an application within the required posting timeframe.
- 13.03** The Company will then review, in order of seniority, those employees who submitted an application and compare their qualifications against the existing qualification for jobs on the new model and make a determination as to whether or not the individual can be placed on the new model during the start-up phase of the operation. If the employee meets the qualifications, they will be tested on a pass/fail basis. Should the testing take place outside of the employee's normal work schedule, the employee will be compensated up to two (2) hours at the applicable pay rate outlined within the Collective Bargaining Agreement. Those who pass the standardized test will be selected on the basis of seniority for the job in question, then the employee will have the right to be moved to the new model to receive additional training and familiarization. If the employee is qualified, but due to current requirements in the job the employee is currently performing is not able to move to the new model immediately, that employee will not be laid off if a less senior person is assigned to the position to which the employee would have otherwise been assigned on the new model. The Company will provide the Union with a list of (1) those employees desiring assignment, (2) those that are scheduled for assignment to the new model, and (3) those that are judged unqualified by the Company and the reasons why.
- 13.04** Should there be a disagreement between the Company and the employee as to the employee's qualifications for the jobs on the new model during the start-up phase of the operation, the employee may request assistance from the Union and pursue the issue through the grievance procedure.
- 13.05** Employees who are qualified for and indicate a desire for assignment to jobs on the new model during the start-up phase will be moved into that operation on a timetable established by the company. Employees who have indicated a desire to be assigned to the new model will be required to take an assignment during the start-up phase to that model when it becomes available.
- 13.06** It is also agreed that employees who do not desire assignment to the new model or employees who are not qualified for the new model jobs, will not be able to displace employees that are assigned to the new model should a layoff or plant shutdown occur.
- 13.07** The Company will make available to the Union all employee records pertaining to the procedure outlined above.

#### **ARTICLE 14 LAYOFF, FURLOUGH, REDEPLOYMENT AND RECALL**

- 14.01** The Company agrees insofar as is possible to give at least eighty (80) hours' notice of all reductions in force and general layoffs, as well as the anticipated length of the layoffs, except where work is stopped by events beyond the control of the Company. During a reduction of forces when it is necessary to transfer employees to different or new jobs in their respective departments, qualified senior employees will be favored with the more desirable jobs when consistent with efficiency and production. During such periods of notice, there shall be no let-down in efficiency. After notifying the employees involved, the Supervisor will notify the Department Steward of the layoffs.
- 14.02** Employees laid off who desire to retain their positions, as well as their seniority, shall keep the Company Labor Relations Office and the IAM Office advised of their correct mailing

addresses. Should any employee that was laid off be notified by adult signature required mail service to report back to work, the recalled employee must accept or decline the offer within ~~five (5)~~ **seven (7)** calendar days of receipt. Should the recalled employee fail to report within ~~fourteen (14)~~ **thirty (30)** calendar days after said notice, their names shall be stricken from the seniority list and they shall lose their seniority rights unless sickness or other valid reasons beyond the control of the employee, which does not include other employment, can be shown to the full satisfaction of the Company and the Plant Chair.

**14.03** This shall not prevent the Company from temporarily filling any vacancy with available personnel until laid off employees can report back to work as provided herein.

**14.04** TRACKING DOWNGRADED EMPLOYEES DURING LAYOFF AND RECALL. The Company will track downgraded employees and ensure they are given an opportunity to transfer back to the higher labor grade job classification(s) they have held consistent with the recall provisions of the Agreement.

**14.05** Employees who are laid off will be eligible for recall under the below **schedule paragraph** should openings come available in the future following being laid off. Those employees who do not return to work for any reason, within the **schedule paragraph** listed below, shall forfeit all seniority rights and the employee's name shall be stricken from the seniority list.

**Employees with zero (0) to five (5) years of bargaining unit seniority, and are laid off, will have sixty (60) months or five (5) years of recall eligibility. Employees with greater than five (5) years of bargaining unit seniority will accumulate one (1) additional year of recall eligibility for every additional year of bargaining unit seniority accrued, up to a maximum of one hundred eighty (180) months or fifteen (15) years. Example: Seven (7) years of bargaining seniority equals seven (7) years of recall eligibility following layoff.**

Bargaining Seniority	Eligibility for Recall
0-10 years	60 months (5 years)
10+ years	120 months (10 years)

**14.06** FURLOUGHS. Furloughs are defined as time off without pay, due to a reduced workload in a given department and classification, which lasts a minimum of five (5) working days. Should the Company determine the need to institute furloughs in a department and classification, the Company will first solicit for volunteers in seniority order. Should there be insufficient number of volunteers, the Company will initiate furloughs in reverse seniority order within a given department and classification. Should the Company determine the need to return employees from furlough early, volunteers will be requested in seniority order. Should there be insufficient volunteers to return, employees will be required to return to work in reverse seniority order. Employee's may only decline the option to return to work one (1) time and those who decline will be placed at the end of the list of eligible furloughed employees. Once the Company exhausts the list of eligible furloughed employees, the Company will then mandate employees to return to work in reverse seniority order. **Should a furlough, within a given area, reach a period of thirteen (13) consecutive weeks, the Company will execute an involuntary layoff, and affected employees will exercise their seniority rights pursuant to Article 14 of this Agreement.**

**14.07** REDEPLOYMENTS. A redeployment is defined as moving employees from one department to another department, within the same classification by seniority. A redeployment takes place when there is excess headcount within a department and

classification along with a need for headcount within the same classification in a different department.

- 14.08** The Company intends to provide the Union as much notice as possible prior to any actions involving a reduction in force or a furlough.

## **ARTICLE 15 HOURS AND DAYS OF WORK**

- 15.01** Both the Company and the Union understand and agree that due to changing conditions of the business it is impossible for the Company to permanently fix both hours and days of shifts. In the event, however, of any further changes of regular (permanent) hours or days of shifts, the Company will first take up the contemplated changes with the Plant Chairs of all shifts at the affected plant at least thirty (30) calendar days in advance of the change. The Business Representative may assist the Plant Chair in any meetings. Every effort will be made to reach a mutual agreement. The Company will notify the Department Steward and Plant Chair of departmental changes in regular (permanent) hours or days of shifts as far in advance as possible. Any changes of regular (permanent) hours or days of shifts will be announced by the Labor Relations Department. The regular starting time for permanent first shift schedules will be no earlier than 5 a.m. or later than 8 a.m. unless changed by mutual agreement of the parties. For purposes of this paragraph the regular work week shall be Monday through Friday.
- 15.02** WORK WEEK DEFINITIONS. The work week shall start at 12:01 a.m., Monday, and shall extend through 12:00 o'clock midnight, Sunday.
- 15.03** The work week for Mid-Continent Service Center employees assigned to 10-hour shifts on Thursday through Sunday shall start at 12:00 a.m. on Thursday and shall extend through 12:00 o'clock midnight, Wednesday.
- 15.04** The regular workday shall begin at the starting time of the employee's regular shift and extend for the following twenty-four (24) consecutive hours.
- 15.05** In determining consecutive days, it is not necessary that each day worked be a full shift. On any day when work is prevented by events beyond the control of the Company and no work has been performed by an employee, that day shall not count as a consecutive day worked for that employee. If the employee is absent at the instruction of the Company or is required to report to a military induction center for physical examination, such days lost will be counted in determining consecutive days of work. An employee is not considered to be absent at the instruction of the Company on the employee's regular days off, nor when the employee is scheduled in advance to be off work because of vacation, inventory, and general plant closings, nor in case of absences resulting from changes in an employee's regular (permanent) work schedule. The holidays enumerated in Article 27 shall be considered as days worked whether or not work is performed on those days.
- 15.06** PAY WEEK. The pay week shall start at 12:01 a.m., Sunday, and shall extend through 12:00 o'clock midnight, Saturday.

## **ARTICLE 16 ALTERNATIVE WORK SCHEDULES**

- 16.01** 4X10 WORK WEEKS. The Company may transition work areas from the traditional eight-hour five-day schedule to a 4x10 schedule subject to the following:

- A. Temporary assignment to an alternative work schedule for the purpose of training may at times be necessary, temporary assignments shall not exceed 90 days.
- B. Prior to transitioning an area to an Alternative Work Schedule, the Company agrees to consult with the Plant Chair and consider the Plant Chair's input and guidance. The Company may then implement with sixty (60) days' notice to affected employees.
- C. Alternative Work Schedules will first be staffed via volunteers and then by reverse seniority.
- D. All time worked over ten (10) hours a day will be voluntary. All time worked over 10 hours in one day will be paid at time and one-half.
- E. All time worked on the fifth day will be paid at time and one-half. Scheduled or mandatory overtime will be limited to eight (8) hours.
- F. All time worked on the sixth and seventh days will be paid at double time. The Company will not schedule employees to work overtime more than two consecutive weekends.
- G. Hours for holidays not scheduled to be worked by an employee will be credited to the employee's vacation/holiday account.
- H. Employees assigned to the Alternative Work Schedule whose workweek includes Saturday or Sunday shall observe the regular holiday.
- I. ETO, vacations and holidays shall be paid at 10 hours per day off.
- J. Assignment to the alternative shift will be accomplished by seniority for establishing employee preference for placement to the day or night shift.
- K. There will be two (2) breaks of ten (10) minutes each.
- L. The Company may transition work areas from a 4x10 schedule to the traditional 3-shift five-day schedule with thirty (30) calendar days' notice.
- M. Employees will be advised thirty (30) days in advance of the specific shift to which they will be assigned.

**16.02** 3X12 WORK WEEKS. The Company may transition work areas from the traditional eight-hour five-day schedule to a 3x12 schedule subject to the following:

- A. Temporary assignment to an alternative work schedule for the purpose of training may at times be necessary, temporary assignments shall not exceed 90 days.
- B. Prior to transitioning an area to an Alternative Work Schedule, the Company agrees to consult with the Plant Chair and consider the Plant Chair's input and guidance. The Company may then implement with sixty (60) days' notice to affected employees.

- C. Alternative Work Schedules will first be staffed via volunteers and then by reverse seniority.
- D. All time worked over twelve (12) hours a day will be voluntary. All time worked over 12 hours in one day or 36 hours in a workweek will be paid at time and one-half.
- E. All time worked on the fourth and fifth day will be paid at time and one-half. Scheduled or mandatory overtime on the 3 x 12 schedules will be limited to eight (8) hours.
- F. All time worked on the sixth and seventh day will be paid at double time. The Company will not schedule employees to work overtime more than two consecutive weeks.
- G. Hours for holidays not scheduled to be worked by an employee will be credited to the employee's vacation/holiday account.
- H. ETO, vacations and holidays shall be paid at 12 hours per day off.
- I. Employees assigned to the Alternative Work Schedule whose workweek includes Saturday or Sunday shall observe the regular holiday.
- J. There will be two (2) breaks of ten (10) minutes each.
- K. Employees assigned to the 3x12 workweek will be paid for one (1) thirty (30) minute lunch period occurring during that shift.
- L. Employees assigned to the 3x12 workweek will be paid forty (40) hours for thirty-six (36) hours worked. To establish an hourly rate, employees will be paid their individual hourly base rate times 1.1112.
- M. The Company may transition work areas from a 3x12 workweek to the traditional 3-shift five-day schedule with thirty (30) days' notice.
- N. Assignment to the alternate shift will be accomplished by seniority for establishing employee preference for placement to the day or night shift.
- O. Employees will be guaranteed ninety-six (96) hours of holiday pay each year at their individual hourly base rate times 1.1112.
- P. Employees will be advised thirty (30) days in advance of the specific shift to which they will be assigned.

**16.03** Any employee who was credited front loaded vacation/holiday hours, pursuant to paragraphs 16.01.G. and 16.02.G of this Article, and has transitioned to a new shift, Alternative or standard, or has been terminated, the Company will adjust the hours in the employee's vacation account. This action may require the employee to repay any Holiday hours credited but not yet observed.

**ARTICLE 17**  
**PART-TIME EMPLOYEES**

- 17.01** The Company and the Union agree to the employment of regular part-time employees. However, these regular part-time employees will be limited to no more than twenty (20), unless there is Union agreement to increase this number. Classifications for these regular part-time employees are identified in the addendum to this letter. These employees will also be subject to the following terms and conditions:
- A. The regular number of work hours for a regular part-time employee will be twenty (20) hours per week. Premium pay for overtime will not commence until after the employee has worked forty (40) hours in the applicable week. Overtime premium as it applies to the sixth (6th) and seventh (7th) day of work, will be consistent with the terms and conditions of the collective bargaining agreement.
  - B. All benefit accruals and usage for vacations, holidays, sick leave, automatic raises, bonuses and severance will be at one-half (1/2) the rate of regular fulltime employees. Medical and dental benefits will be optional and administered as they are for regular fulltime employees.
  - C. Regular part-time employees will be eligible for hourly retirement plans in accordance with the terms of those plans and applicable statutes.
  - D. Regular part-time employees will not be eligible for any benefits not listed in paragraphs (a) and (b) above.
  - E. During times of layoff, regular fulltime employees will be given consideration for regular part-time work within their classifications consistent with the terms and conditions of paragraph 10.01.
  - F. Regular part-time employees will accumulate seniority for the regular part-time group only. Should a fulltime opening occur for which the regular part-time employee applies and is accepted, the employee's seniority for purposes of layoff and promotion in the fulltime seniority group begins the day the employee is assigned to a fulltime position. The employee's benefit seniority date will be the day the employee began work in the regular part-time classification.
  - G. Regular part-time employees performing work which is defined by the Collective Bargaining Agreement as bargaining unit work, will be represented by the IAM and subject to the IAM interview process as stated in the Collective Bargaining Agreement. Union membership fees and monthly dues will be regulated by the IAM.
- 17.02** The above stated conditions and terms of this agreement apply to regular bargaining unit part-time employees only and shall not apply to casual part-time employees hired from time to time by the Company. Additional interpretations of the applicability of the Collective Bargaining Agreement to regular part-time employees will be made by Labor Relations and the Union as the need arises.
- 17.03** Employees within the Service Parts Center may be populated with part-time employees.



## **ARTICLE 18 OVERTIME**

- 18.01** When the Company requires employees to work overtime, their overtime pay shall be computed as follows:
- 18.02** All-time worked in excess of eight (8) hours per day or six and one-half (6-1/2) hours per day for employees scheduled on third shift (except on the employee's seventh (7th) consecutive day in any work week) shall be considered as overtime and paid for at the rate of time and one-half time.
- 18.03** Any hours worked over ten (10) will be voluntary for those employees assigned to a regular (5 x 8) work schedule.
- 18.04** Any hours worked over twelve (12) will be voluntary for those employees assigned to an Alternate Work Schedule.
- 18.05** All time worked on the sixth (6th) day of an employee's normal work week shall be considered as overtime and paid for at the rate of time and one-half time, except as noted in paragraphs 18.06 and 18.08.
- 18.06** All time worked on the seventh (7th) day of an employee's normal work week shall be considered as overtime and double time will be paid for all hours worked, except as noted in paragraph 18.08 below.
- 18.07** All Sunday overtime will be voluntary.
- 18.08** Except as provided elsewhere in this agreement, employees whose normal work week commences other than on Monday shall be paid time and one half time (1-1/2) for all hours worked on Saturday and double time for all hours worked on Sunday, except when such employee works a six (6) or seven (7) day week, in which event the sixth (6th) day shall be considered as Saturday and the seventh (7th) day shall be considered as Sunday for overtime purposes, and no overtime will be paid for working a regular shift on the other five (5) days. Employees scheduled to work on alternative work schedules shall be paid in accordance with Article 16.
- 18.09** Employees who accept overtime assignments or who are assigned overtime assignments and do not report to work, that overtime assignment will be charged time and one half (1-1/2) overtime credit unless the overtime for which the employee was scheduled would be paid at double time. In that case, the employee will be charged at double the hours scheduled.
- 18.10** OVERTIME NOTICE. When required to work overtime, employees shall be notified in advance. Four (4) hours' notice shall be given for daily overtime and eight (8) hours' notice shall be given when employees are required to work the sixth (6th) or seventh (7th) day of their normal work week, where possible.
- 18.11** It is the Company's policy to notify employees as far in advance as possible when they are to work overtime. Four (4) hours' notice shall be given for daily overtime. Notice for overtime beyond the employee's normally scheduled work week will be given by the end of the shift on the day preceding the last scheduled workday. Except in emergency situations, which include customer requirements, employees who have not been given the applicable notice described above shall not be charged the overtime credit or be required to work.

- 18.12** The Company, in exercising its right to schedule employees for overtime work, will attempt to minimize the scheduling of overtime on holidays and holiday weekends. All overtime on holidays and weekends which follow a Friday holiday or precede a Monday holiday shall be assigned on a voluntary basis except in emergency situations.
- 18.13** No employee will be scheduled for weekend overtime in conjunction with his or her vacation provided the vacation is scheduled three (3) or more days prior to the start of the vacation.
- 18.14** Subject to the equalization of overtime provision of the Company/Union Agreement, the Company will first try to fill overtime assignments with qualified employees desiring the overtime; and when it is necessary to require employees to work overtime, qualified junior employees will be assigned the overtime ahead of qualified senior employees.
- 18.15** No employee will be **scheduled required to work** for more than two (2) consecutive weekends, **voluntary or scheduled**, except in emergency situations.
- 18.16** Overtime shall be divided as equally as possible between employees regularly assigned to work in a section of the department in which overtime applies. Employees moving from one overtime group to another shall be assigned the highest number overtime hours of the new group. Where possible, the Supervisor shall notify the Department Steward of the daily overtime to be worked before the end of the shift and for the sixth (6th) or seventh (7th) day overtime by the end of the shift on the day preceding the overtime. Each Department Supervisor shall maintain a record of each employee's overtime on a calendar year basis and review the overtime records with the Department Steward on a monthly basis so that they can create an equalization program if needed. An equalization program is needed if there is a disparity of twenty-four (24) hours or more in a section of a department within the same classification. The Department Steward, Plant Chair, or the Business Representative may review the record upon request.
- 18.17** SCHEDULING SATURDAY, SUNDAY OVERTIME. Company and Union agree to the following conditions regarding the scheduling of Saturday and Sunday overtime only for employees whose normal work week begins on Monday and who are scheduled for eight (8) hour shifts or six and one-half (6-1/2) hour third shifts.
- A. For purposes of bargaining unit overtime compensation on Saturday, all time worked from 12:01 a.m. Saturday to 12:00 midnight Saturday will be compensated at the rate of one and one-half (1-1/2) times an employee's regular pay rate.
  - B. For purposes of bargaining unit overtime compensation on Sunday, all time worked from 12:01 a.m. Sunday to the beginning of an employee's regular assigned start time on Monday, will be compensated at the rate of two (2) times the employee's regular pay rate.

## **ARTICLE 19 GUARANTEED TIME**

- 19.01** Employees required to report back to work after the regular working hours will be guaranteed two (2) hours and forty (40) minutes work. The guaranteed time for work applies only when an employee has gone home and is required to report back to the plant but does not apply when the employee continues working after the expiration of the

employee's regular shift or continues working after such employee takes time off for meals or rest periods.

**19.02** Employees scheduled to work on an overtime day and who report for work will be guaranteed four (4) hours of work at the applicable overtime rate of pay for the sixth (6th) day and three (3) hours of work at double time rate of pay for the seventh (7th) day, unless notified at least two (2) hours in advance of the scheduled starting time not to report to work.

**19.03** EMPLOYEES SENT HOME. Any employee called in for work on a regularly scheduled work day while the plant is in regular operation shall be paid for not less than four (4) hours whether worked or not, provided, however, that when any employee is discharged for cause, voluntarily terminates, or where work is stopped by events beyond the control of the Company, the employee shall be paid only for hours actually worked.

## **ARTICLE 20 METHODS OF WAGE DETERMINATION AND PAY RATES**

**20.01** It is agreed that it is the right and responsibility of Management to establish new job classifications or eliminate existing classifications and establish the appropriate pay rate for such classifications. Any such change in classifications will be reviewed and discussed with the Union **(both Business Representatives and Plant Chairs)** at least thirty (30) days in advance of its establishment. Should a dispute arise concerning the pay rate, it shall be treated as a grievance and handled in accordance with Article 32 of this Agreement.

**20.02** New employees may be started at the minimum rate or at rates above the minimum rates, but not in excess of the maximum rates of the classification for the jobs to which they are assigned.

**20.03** Should the Company revise a hire rate upward and the subject classification has a single new hire rate, employees in the effected classification who are paid at a rate below the new hire rate shall have their rate increased to the new hire rate.

**20.04** Inactive employees with recall rights who are recalled pursuant to this provision will be recalled to the same relative position in the rate range which they were in at the time of layoff if recall is to a job classification the employee has previously held. Should the employee be recalled to a new job classification in a lower labor grade, the employee will be recalled at either the maximum of the rate range of the new classification or the same relative position in the rate range of the classification from which the employee was laid-off, whichever is lower. If the employee is recalled to a new job classification in a higher labor grade, the employee will be recalled at either the minimum of the rate range of the new classification or to the same relative position in the rate range of the classification from which the employee was laid off, whichever is higher.

**20.05** JOB EVALUATION SYSTEM. It is the intent of the Company to maintain the existing National Electrical Manufacturers Association (NEMA) scale with adaptation to support the three-grade system.

## **ARTICLE 21 WAGES**

**21.01** Effective September ~~20 22~~, ~~2020~~**2024**, grant a ~~2%~~ **11%** general wage increase to all eligible hourly employees on the payroll. The hourly rates of pay shall be as follows:

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
A	<del>\$22.17</del> <b>\$27.00</b>	<del>\$35.35</del> <b>\$43.05</b>
B	<del>\$19.28</del> <b>\$23.48</b>	<del>\$30.47</del> <b>\$37.10</b>
C	<del>\$17.35</del> <b>\$22.87</b>	<del>\$28.07</del> <b>\$34.18</b>

**21.02** Effective September ~~19, 2021~~, grant a ~~2.25% lump sum~~ **4% general wage increase** to all eligible hourly employees on the payroll. The **hourly rates of pay shall be as follows:** ~~lump sum payment is calculated as 2.25% of total straight time and overtime wages earned in the previous twelve (12) months.~~

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
A	<b>\$28.08</b>	<b>\$44.77</b>
B	<b>\$24.42</b>	<b>\$38.58</b>
C	<b>\$23.78</b>	<b>\$35.55</b>

**21.03** Effective September ~~20, 2022~~, grant a ~~6.5%~~ **5%** general wage increase to all eligible hourly employees on the payroll. The hourly rates of pay shall be as follows:

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
A	<del>\$23.61</del> <b>\$29.48</b>	<del>\$37.65</del> <b>\$47.01</b>
B	<del>\$20.53</del> <b>\$25.64</b>	<del>\$32.45</del> <b>\$40.51</b>
C	<del>\$20.00</del> <b>\$24.97</b>	<del>\$29.89</del> <b>\$37.33</b>

**21.04** Effective September ~~19, 2023~~, grant a ~~3%~~ **6%** general wage increase to all eligible hourly employees on the payroll. The hourly rates of pay shall be as follows:

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
A	<del>\$24.32</del> <b>\$31.25</b>	<del>\$38.78</del> <b>\$49.83</b>
B	<del>\$21.15</del> <b>\$27.18</b>	<del>\$33.42</del> <b>\$42.94</b>
C	<del>\$20.60</del> <b>\$26.47</b>	<del>\$30.79</del> <b>\$39.57</b>

**21.05** **Effective September 17, 2028, grant a 5% general wage increase to all eligible hourly employees on the payroll. The hourly rates of pay shall be as follows:**

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
A	<b>\$32.81</b>	<b>\$52.32</b>
B	<b>\$28.54</b>	<b>\$45.09</b>
C	<b>\$27.79</b>	<b>\$41.55</b>

**21.056** **PAYROLL CORRECTIONS.** Any Company error consisting of eight (8) hours or more on an employee's weekly check shall be corrected the next business day.

**21.07** **LONGEVITY.** During the life of this Agreement, the Company agrees to pay all bargaining unit employees an annual longevity bonus based on the below schedule. This payment will be paid on the first pay period in the month of March to those individuals who are employed as a bargaining unit employee on December 31<sup>st</sup>. This annual payment will be paid out on the employees' paycheck and will not be eligible for pre-tax contributions.

<u>Years of Service</u>	<u>Annual Payment</u>
<b>5-10 years</b>	<b>\$250</b>

10-15 years	\$500
15+ years	\$1,000

**21.08 TECHNICAL PAY.** Effective January 1, 2025, the Company agrees to grant a Technical pay component of one dollar and fifty cents (\$1.50) per hour to all employees holding an eligible job classification, which are job classifications that require a specific skillset, technical aptitude, or specialized knowledge/certifications to perform required daily tasks.

**21.09 LICENSE PAY.** Effective January 1, 2025, the Company agrees to grant a License pay component of two dollars (\$2.00) per hour to all employees holding an eligible license within an eligible job classification. Employees holding an Airframe & Powerplant (A&P) license will automatically receive this pay component.

**ARTICLE 22  
PERFORMANCE BONUS PLAN**

~~22.01 Performance Bonus Plan. During the life of this Agreement, the plan is designed to pay up to 3% of total straight time and overtime wages earned, based upon plan metrics being achieved.~~

~~22.02 The Company will communicate, to the Union, the annual planned metrics for that year. Once established, planned metrics may not be changed for that year. The Company will communicate quarterly results with the Union.~~

~~22.03 An employee will be eligible to participate in the plan with respect to Performance Bonus amounts payable under the plan, if any, for a plan year if the following conditions are satisfied:~~

~~A. The employee is employed in the bargaining unit as of December 31 of the plan year.~~

~~B. Eligibility will be re-determined each plan year.~~

~~22.04 Eligible payments will be made in the first quarter of the following plan year. If an employee elects to retire in the plan year, the employee shall be eligible to receive payment for all quarters where the employee worked at least one (1) day in the quarter and a performance bonus payment was accrued.~~

**ARTICLE 23  
AUTOMATIC INCREASES**

**23.01** Employees hired as general helpers will be reclassified to the classification of work to which they are assigned upon completion of the ~~seventy-five (75) day~~ **employees'** probationary period.

**23.02** After inexperienced employees have been classified, they shall receive automatic increases of ~~twenty-eight~~ **thirty** cents (~~2830¢~~) per hour every three (3) months thereafter until the maximum rates of the job classifications are attained.

**23.03** Classified employees who have been hired at the minimum of their job classifications will be advanced ~~twenty-eight~~ **thirty** cents (~~2830¢~~) per hour at the end of each three (3) months of service until they have attained the maximum rates for their job classifications.

- 23.04** Classified employees hired at a rate above the minimum for their job classification will be advanced ~~twenty-eight~~ **thirty** cents (~~2830¢~~) per hour at the end of each three (3) months of service until they have attained the maximum rates for their job classifications.
- 23.05** EMPLOYEES ON LEAVE OF ABSENCE OR LAYOFF. Employees who are laid off or are on leave of absence for more than sixty (60) consecutive days, except in the case of an employee injured in an on-the-job accident, shall be required to make up all time lost in excess of sixty (60) days to receive credit on their automatic length of service advancement schedule. If more than one (1) such layoff or leave of absence of an employee begins in any consecutive twelve (12) months, the make-up applies to the full number of days involved in such additional layoff or leave of absence.
- 23.06** Employees laid off or on leave of absence for a period of less than sixty (60) days duration shall continue to participate in their automatic length of service advancement schedule.
- 23.07** TRANSFERRED EMPLOYEES. Any classified employee transferred to another job in a higher classification in the same or another department shall be reclassified within thirty (30) days and shall receive his or her current rate of pay or the starting rate of pay for that job classification to which the employee is being transferred, whichever is higher. The employee transferred shall continue to receive the regular automatic increases at the rate of ~~twenty-eight~~ **thirty** cents (~~2830¢~~) per hour for each three (3) months of service until the maximum rate of the new classification is attained.
- 23.08** Classified employees who have reached the maximum of their job classifications and have not received an increase for three (3) or more months and who are transferred to another job in a higher classification in the same or another department shall be reclassified within thirty (30) days. These employees shall receive an increase of ~~twenty-eight~~ **thirty** cents (~~2830¢~~) per hour over their current rates at the time of the transfer or the minimum of the new job classification, whichever is the higher. They shall then receive ~~twenty-eight~~ **thirty** cents (~~2830¢~~) per hour increases automatically at the end of every three (3) months from the time of reclassification until the maximum rates of the new job classification are attained. (Also see paragraph 11.03).
- 23.09** Any classified employee permanently transferred to another job that carries the same rate of pay in the same or another department shall be reclassified within thirty (30) days. If the employee who is transferred has not attained the maximum of the rate of pay for their new classification, they shall continue to receive their automatic increases of ~~twenty-eight~~ **thirty** cents (~~2830¢~~) per hour for each three (3) months until they attain the maximum rate for the new classification.
- 23.10** Any classified employee transferred to another job in a lower classification in the same or another department shall be reclassified within thirty (30) days and receive the same rate of pay, or the maximum rate of the new job classification, whichever is lower. If the employee has been transferred at the same rate of pay, the employee shall continue to receive the regular automatic increases at the rate of ~~twenty-eight~~ **thirty** cents (~~2830¢~~) per hour for each three (3) months of service until the maximum rate of the new job classification is attained. If the employee is transferred at the maximum rate of the new job classification, there will be no further increases, as the employee is already at the maximum rate for the new job classification.
- 23.11** Classified employees transferred to another job in the same or another department, which job is in the same grade, shall continue to receive automatic increases the same as if they had remained on the original job.

**ARTICLE 24  
SHIFT PREMIUM**

- 24.01** Second shift employees shall receive one dollar and fifty cents (\$1.50) per hour more than the rates for the same classification on the first shift.
- 24.02** Third shift employees shall receive one dollar (\$1.00) per hour more than the rates for the same classifications on the first shift plus eight (8) hours' pay for six and one-half (6-1/2) hours work except in the case of certain employees whose hours of necessity are established on different schedules.
- 24.03** Where employees work irregular shifts and such shifts start after 12:00 noon, they shall be considered as second shift employees.
- 24.04** Where employees are required to work part time on one regular shift and part time on another regular shift when the same is continuous the regular shift period on which they spend the majority of their time shall determine their right to shift premiums.

**ARTICLE 25  
COST-OF-LIVING PLAN**

- 25.01** The subsequent cost-of-living adjustments, in accordance with the following paragraph, will be determined in accordance with changes in the consumer price index for urban wage earners and clerical workers revised (January 1987 CPI-W) (Rental Equivalency) (United States Average 1967 = 100 as now published monthly by the Bureau of Labor Statistics, United States Department of Labor, and hereinafter referred to as the BLS index.
- 25.02** A cost-of-living adjustment shall be effective on September ~~8, 2025~~~~13, 2021~~. The adjustment shall be one cent (.01) per hour for each 0.3-point increase of the average of the months of May, June and July ~~2025~~~~2024~~, over the average of the months of May, June and July ~~2024~~~~2020~~.
- 25.03** A cost-of-living adjustment shall be effective on September ~~14, 2026~~~~12, 2022~~. The adjustment shall be one cent (.01) per hour for each 0.3-point increase of the average of the months of May, June and July ~~2022~~~~2026~~, over the average of the months of May, June and July ~~2024~~~~2025~~.
- 25.04** A cost-of-living adjustment shall be effective on September ~~19, 2027~~~~11, 2023~~. The adjustment shall be one cent (.01) per hour for each 0.3-point increase of the average of the months of May, June and July ~~2023~~~~2027~~, over the average of the months of May, June and July ~~2022~~~~2026~~.
- 25.05** A cost-of-living adjustment shall be effective on September ~~17, 2028~~~~9, 2024~~. The adjustment shall be one cent (.01) per hour for each 0.3-point increase of the average of the months of May, June and July ~~2024~~~~2028~~, over the average of the months of May, June and July ~~2023~~~~2027~~.
- 25.06** **A cost-of-living adjustment shall be effective on September 16, 2029. The adjustment shall be one cent (.01) per hour for each 0.3-point increase of the average of the months of May, June and July 2029, over the average of the months of May, June and July 2028.**
- 25.067** The Annual Cost of Living amount shall be capped at ~~\$700~~**\$1,500** per year for each year of this Agreement.

- 25.078** The Company plans to continue to utilize the 1967 = 100 base, but if the Bureau of Labor Statistics changes the form or the basis for calculating the official CPI-W, the parties agree to use the Corrected Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-1984 = 100). The calculation would also change to provide the same yield as the current formula.
- 25.089** A decline in the CPI-W average shall not affect or cause a reduction in the wage rates specified in Article 21. The cost-of-living adjustment shall not be added to the base rates of any labor grades but only to all employees' hourly earnings. The applicable cost-of-living adjustment shall be included in computing overtime, vacation, holiday, jury, and ETO pay.
- 25.0910** No adjustment, retroactive or otherwise, shall be made after the effective date of any cost-of-living adjustment because of any revision which may later be made in the published figures of the CPI-W.
- 25.101** The parties to this Agreement agree that the payment of the cost-of-living adjustments is dependent upon the availability of the CPI-W, in its present form.
- 25.142** If the Bureau of Labor Statistics changes the form or the basis for calculating the official CPI-W, the parties agree to use the Corrected Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84 = 100).

## **ARTICLE 26 VACATIONS**

- 26.01** It is agreed by and between the Company and the Union that any employee who completes one (1) year of working time with unbroken seniority with the Company shall be entitled to forty (40) hours' vacation with pay when vacations are scheduled by the Company, or forty (40) hours' pay in lieu of a vacation at the option of the Company. Pay shall be for forty (40) hours at straight time rates including any shift bonuses. Payment in lieu of a vacation shall likewise be computed at forty (40) hours' straight time rates.
- 26.02** Any employee who has had two (2) years or more of working time with unbroken seniority with the Company shall be entitled to eighty (80) hours' vacation with pay or eighty (80) hours' pay in lieu of vacation. ~~Employees who are not included in the annual vacation shutdown who have two (2) or more years of working time may take up to ten (10) days of their vacation eligibility during a year in half-day (1/2) increments provided they are scheduled in accordance with the vacation scheduling policy.~~
- 26.03** Any employee who has had eight (8) years or more of working time with unbroken seniority with the Company shall be entitled to one hundred twenty (120) hours' vacation with pay or one hundred twenty (120) hours' pay in lieu of vacation.
- 26.04** Any employee who has had eighteen (18) years or more of working time with unbroken seniority with the Company shall be entitled to one hundred sixty (160) hours' vacation with pay or one hundred sixty (160) hours' pay in lieu of vacation.
- 26.05** ~~Employees who successfully complete probation shall receive vacation accruals on a monthly basis. Accrued vacation in excess of vacation hours required for the annual shutdown will be available for use as it is accrued. Such accruals~~ **Accruals** will be posted for use the week following each employee's monthly-adjusted benefit date. Vacation



hours will continue to accrue in accordance with the annual vacation accrual schedule described in the preceding paragraphs.

- 26.06** Under this Article in determining the working time of an employee, any leave of absence or layoff (except in the case of an employee injured in an on-the-job accident) for more than sixty (60) consecutive days shall extend the vacation eligibility date for the number of days the lay off or leave of absence exceeds sixty (60) days. If more than one (1) such layoff or leave of absence occurs before the employee has become eligible for a vacation, the employee's eligibility date shall be further extended by the full number of days in each such additional leave of absence or layoff. After the full year of unbroken seniority has been established to qualify for a vacation, the determination of working time for each subsequent vacation will follow the same rules as just described in this paragraph.
- 26.07** Leaves of absence in excess of twelve (12) months shall be considered as a break in working time and a loss of seniority. **Employees who are laid off and not recalled pursuant to the time outlined in Article 14 of this Agreement, shall be considered as a break in working time and a loss of seniority.** ~~Employees with less than ten (10) years' seniority who are laid off in excess of sixty (60) months shall be considered to have a break in working time and will lose their seniority. Employees with ten (10) years or more seniority who are laid off in excess of one hundred twenty (120) months shall be considered as a break in working time and loss of seniority.~~ All other terminations shall be considered as a break in working time and a loss of seniority.
- 26.08** In keeping with the Company's right to schedule vacations, it is the Company's policy to schedule individual vacations at a time mutually convenient to the employee and the Company. There is always a restriction of the number of employees that can be gone from a work group at any one time. The Company recognizes that to be fair to employees with vacation scheduling problems, it will be necessary to allow employees to use their vacation eligibility at other times.
- 26.09** Request for vacations by employees must be made by ~~submitting vacation request forms to~~ **informing** their immediate Supervisors prior to the end of the shift on the workday before the date of the requested vacation. These requests are subject to the Supervisor approval.
- 26.10** It is further agreed that vacation may be scheduled in ~~one-half (1/2) day~~ **one (1) hour** increments.
- 26.11** Vacation ~~eligibility not used during a shutdown~~ shall be scheduled initially by seniority in each department. This should be accomplished by the end of the third (3rd) month of each year. If an employee's vacation is cancelled by supervision after approval, then the employee shall reschedule within thirty (30) days of cancellation or, at the employee's option, receive pay in lieu of the vacation hours the employee is entitled to at the end of his or her vacation eligibility year.
- 26.12** Employees whose vacation credits exceed the annual maximum hours that may be accrued for payment under this Article will automatically have those credits carried over into the next eligibility year. Employees shall receive pay in lieu of unused vacation credit for all credits in excess of two (2) times the employee's annual accrual rate within two weeks following their benefit seniority date.
- 26.13** Employees on military leaves of absence who return to work in compliance with provisions covered in paragraphs 30.01 and 30.02, upon their return shall receive vacation privileges for the year in which they return and thereafter the same as other regularly employed employees.

- 26.14** Employees leaving the employment of the Company, either by discharge, voluntary termination or layoff, for periods in excess of thirty (30) consecutive days who are eligible for vacations will receive vacation pay at the time the termination or layoffs become effective.
- 26.15** Paid holidays occurring during a vacation period shall entitle the employee to one (1) extra days' vacation with pay.
- 26.16** A vacation allowance will be paid to employees who are separated from the Textron Aviation payroll for any reason or at the time of their vacation period as follows:
- A. Employees with one (1) year of continuous service (actual working time) but less than seven (7) years will receive six and two thirds (6 2/3) hours vacation credit for each full month worked since their last vacation eligibility dates.
  - B. Employees with seven (7) years of continuous service (actual working time) or over shall receive ten (10) hours vacation credit for each full month worked since their last vacation eligibility date.
  - C. Employees with seventeen (17) years of continuous service (actual working time) or over shall receive thirteen and one third (13 1/3) hours vacation credit for each full month worked since their last vacation eligibility date.
- 26.17** ~~VACATION SHUTDOWN~~ **PERIOD**. The Company ~~may~~ **shall continue to have the right to** reschedule ~~for the annual inventory and/or a vacation~~ **an annual** shutdown **period**. ~~In the case of inventory shutdown, the Company shall review the method of inventory taking, the scheduling of bargaining unit employees during the inventory and any rescheduling which may be planned with the Plant Chair prior to the announcement to the employees.~~ In the event ~~of either an inventory or vacation~~ **that a** shutdown **is confirmed**, the dates of the shutdown will be announced, **and employees will be advised as to whether or not they will be required to work** at least ~~ninety (90)~~ **thirty (30)** days prior to the beginning of the shutdown.
- 26.18** ~~Employees earning from two (2) to four (4) weeks' vacation and who are not scheduled to work during the vacation shutdown, will use five (5) days of that vacation during the annual five (5) day vacation shutdown.~~ **If a department schedules a shutdown period, the employee may choose to use vacation, Earned Time Off (ETO) or take the days off without pay and without penalty.**
- 26.19** ~~When the Company deems it necessary to have a plant shutdown all employees will be encouraged to use their vacation eligibility during the shutdown. Employees with less than (2) years of seniority will be allowed to schedule earned pro rata vacation during the annual scheduled vacation shutdown up to five (5) days. The parties continue to agree to interpret this language consistent with the Company's long-standing practice of requiring the use of vacation during shutdown for employees with more than two (2) years of seniority.~~
- 26.20** ~~Employees who take vacation during the annual scheduled vacation shutdown in accordance with the above provisions, will be eligible to take their remaining vacation in increments of one-half (1/2) day to five (5) days.~~
- 26.21****19** Employees will be advised as to whether or not they will be scheduled ~~vacation~~ shutdown at least ~~ninety (90)~~ **thirty (30)** days prior to the beginning of the ~~vacation~~ shutdown. Should an employee's department wish to change an employee's status **for** ~~during~~ the

~~vacation~~ shutdown after this ~~ninety (90)~~ **thirty (30)** day notice, that change shall be voluntary on the part of the employee.

**26.2220** Employees may request pay for any unused vacation credit that is scheduled for automatic carry over at their benefit seniority date. An employee's request for payout shall not be for less than twenty (20) hours and the request must be made at least two (2) weeks prior to the employee's benefit seniority date. Additionally, this request must be made in writing and given to the employee's supervision. ~~Employees shall be required to save five (5) days of vacation per paragraph 26.18.~~

## ARTICLE 27 HOLIDAYS

**27.01** HOLIDAY SCHEDULE. During the term of this agreement, paid holidays and the Christmas Schedule, unless otherwise mutually agreed, shall be as follows:

**27.02** ~~2020~~**2024** Agreement Year (~~2020-2021~~**2024-2025**)

<u>Holiday and Christmas Schedule</u>	<u>Date of Observance</u>
Veterans Day*	<del>Wed.</del> <b>Mon.</b> , Nov. 11, <del>2020</del> <b>2024</b>
Thanksgiving	Thurs., Nov. <del>26, 2020</del> <b>28, 2024</b>
Friday after Thanksgiving	Fri., Nov. <del>27, 2020</del> <b>29, 2024</b>
Christmas Schedule:	
<del>Christmas Eve</del> <b>Holiday</b>	<del>Thurs.,</del> <b>Mon.</b> , Dec. <del>24, 2020</del> <b>23, 2024</b>
Christmas <del>Day</del> <b>Eve</b>	<del>Fri.,</del> <b>Tue.</b> , Dec. <del>25, 2020</del> <b>24, 2024</b>
<del>Day Off Without Pay</del> <b>Christmas Day</b>	<del>Mon.,</del> <b>Wed.</b> , Dec. <del>28, 2020</del> <b>25, 2024</b>
Holiday	<del>Tue.,</del> <b>Thurs.</b> , Dec. <del>29, 2020</del> <b>26, 2024</b>
<del>Holiday</del> <b>Day Off Without Pay</b>	<del>Wed.,</del> <b>Fri.</b> , Dec. <del>30, 2020</del> <b>27, 2024</b>
<del>Day Off Without Pay</del>	<b>Mon.</b> , Dec. <del>30, 2024</del>
Holiday	<del>Thurs.,</del> <b>Tue.</b> , Dec. 31, <del>2020</del> <b>2024</b>
New Year's Day	<del>Fri.,</del> <b>Wed.</b> , Jan. 1, <del>2021</del> <b>2025</b>
Martin Luther King, Jr. Day	Mon., Jan. <del>18, 2021</del> <b>20, 2025</b>
Memorial Day	Mon., May <del>31, 2021</del> <b>26, 2025</b>
Fourth of July	<del>Mon.,</del> <b>Fri.</b> , July <del>5, 2021</del> <b>4, 2025</b>
Labor Day	Mon., Sept. <del>6, 2021</del> <b>1, 2025</b>
<i>*Optional day off without pay</i>	

**27.03** ~~2021~~**2025** Agreement Year (~~2021-2022~~**2025-2026**)

<u>Holiday and Christmas Schedule</u>	<u>Date of Observance</u>
Veterans Day*	<del>Thurs.</del> <b>Tue.</b> , Nov. 11, <del>2021</del> <b>2025</b>
Thanksgiving	Thurs., Nov. <del>25, 2021</del> <b>27, 2025</b>
Friday after Thanksgiving	Fri., Nov. <del>26, 2021</del> <b>28, 2025</b>
Christmas Schedule:	
Christmas Eve	<del>Fri.</del> <b>Wed.</b> , Dec. 24, <del>2021</del> <b>2025</b>
<b>Christmas Day</b>	<b>Thurs.</b> , Dec. <del>25, 2025</del>
<del>Holiday</del> <b>Day Off Without Pay</b>	<del>Mon.</del> <b>Fri.</b> , Dec. <del>27, 2021</del> <b>26, 2025</b>
<del>Holiday</del>	<del>Tue.,</del> Dec. <del>28, 2021</del>
Holiday	<del>Wed.</del> <b>Mon.</b> , Dec. 29, <del>2021</del> <b>2025</b>
Holiday	<del>Thurs.</del> <b>Tue.</b> , Dec. 30, <del>2021</del> <b>2025</b>
Holiday	<del>Fri.</del> <b>Wed.</b> , Dec. 31, <del>2021</del> <b>2025</b>
<b>New Year's Day</b>	<b>Thurs.</b> , Jan. 1, <del>2026</del>
<b>Day Off Without Pay</b>	<b>Fri.</b> , Jan. 2, <del>2026</del>
Martin Luther King, Jr. Day	Mon., Jan. <del>17, 2022</del> <b>19, 2026</b>

Memorial Day	Mon., May <del>30, 2022</del> <b>25, 2026</b>
Fourth of July	<del>Mon. Fri.</del> , July <del>4, 2022</del> <b>3, 2026</b>
Labor Day	Mon., Sept. <del>5, 2022</del> <b>7, 2026</b>
<i>*Optional day without pay</i>	

**27.04**     ~~2022~~**2026** Agreement Year (~~2022-2023~~**2026-2027**)

<u>Holiday and Christmas Schedule</u>	<u>Date of Observance</u>
Veterans Day*	<del>Fri. Wed.</del> , Nov. 11, <del>2022</del> <b>2026</b>
Thanksgiving	Thurs., Nov. <del>24, 2022</del> <b>26, 2026</b>
Friday after Thanksgiving	Fri., Nov. <del>25, 2022</del> <b>27, 2026</b>
Christmas Schedule:	
<del>Holiday</del> <b>Christmas Eve</b>	<del>Mon. Thurs.</del> , Dec. <del>26, 2022</del> <b>24, 2026</b>
<del>Holiday</del> <b>Christmas Day</b>	<del>Tue. Fri.</del> , Dec. <del>27, 2022</del> <b>25, 2026</b>
<del>Holiday</del> <b>Day Off Without Pay</b>	<del>Wed. Mon.</del> , Dec. 28, <del>2022</del> <b>2026</b>
Holiday	<del>Thurs. Tue.</del> , Dec. 29, <del>2022</del> <b>2026</b>
Holiday	<del>Fri. Wed.</del> , Dec. 30, <del>2022</del> <b>2026</b>
<b>Holiday</b>	<b>Thurs., Dec. 31, 2026</b>
<del>Holiday</del> <b>New Year's Day</b>	<del>Mon. Fri.</del> , Jan. <del>2, 2023</del> <b>1, 2027</b>
Martin Luther King, Jr. Day	Mon., Jan. <del>16, 2023</del> <b>18, 2027</b>
Memorial Day	Mon., May <del>29, 2023</del> <b>31, 2027</b>
Fourth of July	<del>Tue. Mon.</del> , July <del>4, 2023</del> <b>5, 2027</b>
Labor Day	Mon., Sept. <del>4, 2023</del> <b>6, 2027</b>
<i>*Optional day without pay</i>	

**27.05**     ~~2023~~**2027** Agreement Year (~~2023-2024~~**2027-2028**)

<u>Holiday and Christmas Schedule</u>	<u>Date of Observance</u>
Veterans Day*	<del>Fri. Thurs.</del> , Nov. <del>10, 2023</del> <b>11, 2027</b>
Thanksgiving	Thurs., Nov. <del>23, 2023</del> <b>25, 2027</b>
Friday after Thanksgiving	Fri., Nov. <del>24, 2023</del> <b>26, 2027</b>
Christmas Schedule:	
Christmas <del>Eve</del> <b>Day</b>	<del>Mon. Fri.</del> , Dec. <del>25, 2023</del> <b>24, 2027</b>
<del>Holiday</del>	<del>Tue.</del> , Dec. 26, <del>2023</del>
Holiday	<del>Wed. Mon.</del> , Dec. 27, <del>2023</del> <b>2027</b>
Holiday	<del>Thurs. Tue.</del> , Dec. 28, <del>2023</del> <b>2027</b>
Holiday	<del>Fri. Wed.</del> , Dec. 29, <del>2023</del> <b>2027</b>
<del>New Year's Day</del> <b>Holiday</b>	<del>Mon., Jan. 1, 2024</del> <b>Thurs., Dec. 30, 2027</b>
<b>Holiday</b>	<b>Fri., Dec. 31, 2027</b>
Martin Luther King, Jr. Day	Mon., Jan. <del>15, 2024</del> <b>17, 2028</b>
Memorial Day	Mon., May <del>27, 2024</del> <b>29, 2028</b>
Fourth of July	<del>Thurs. Tue.</del> , July 4, <del>2024</del> <b>2028</b>
Labor Day	Mon., Sept. <del>2, 2024</del> <b>4, 2028</b>
<i>*Optional day off without pay</i>	

**27.06**     **2028** Agreement Year (**2028-2029**)

<u>Holiday and Christmas Schedule</u>	<u>Date of Observance</u>
<b>Veterans Day*</b>	<b>Fri., Nov. 10, 2028</b>
<b>Thanksgiving</b>	<b>Thurs., Nov. 23, 2028</b>
<b>Friday after Thanksgiving</b>	<b>Fri., Nov. 24, 2028</b>
<b>Christmas Schedule:</b>	
<b>Christmas Day</b>	<b>Mon., Dec. 25, 2028</b>
<b>Holiday</b>	<b>Tue., Dec. 26, 2028</b>

Holiday  
 Holiday  
 Holiday  
 New Year's Day  
 Martin Luther King, Jr. Day  
 Memorial Day  
 Fourth of July  
 Labor Day  
*\*Optional day off without pay*

Wed., Dec. 27, 2028  
 Thurs., Dec. 28, 2028  
 Fri., Dec. 29, 2028  
 Mon., Jan. 1, 2029  
 Mon., Jan. 15, 2029  
 Mon., May 28, 2029  
 Wed., July 4, 2029  
 Mon., Sept. 3, 2029

- 27.067 Except as provided above, should any of the above-named holidays fall on Saturday, the Friday before the holiday shall be observed as the holiday. Except as provided above, should any of the above-named holidays fall on Sunday, the following Monday shall be observed as the holiday.
  
- 27.078 Employees may elect to receive unused vacation or ETO for days off without pay during the year-end holiday shutdown.
  
- 27.089 VETERANS DAY. On the federal holiday designated as Veterans Day, employees who wish to observe the holiday will schedule this day off one week in advance. Employees with no available ETO or vacation or employees who have accrued vacation and choose to do so may schedule the day off without pay. Observance of this holiday will not be considered an absence.
  
- 27.0910 HOLIDAY PAY ELIGIBILITY. Employees shall be paid for their normal shift's work at regular rates of pay (excluding temporarily changed schedules) on these paid holidays if not called in to work. However, the employee will be paid for the holiday if the employee has performed work during the week in which the holiday occurs. Scheduled vacation, ETO or a previously excused absence will be considered days worked for the purposes of holiday pay.
  
- 27.101 Unless discharged for just cause, any non-probationary employee who has worked any time during December and who is laid off will be entitled to pay for the holidays occurring in the Christmas-New Year's holiday period for that agreement year.
  
- 27.142 Employees required to work on any of these paid holidays shall be paid at the rate of three (3) times for all hours worked on such holidays.
  
- 27.123 Employees not reporting for work on any of these paid holidays, if required to work, will not be paid for such holiday unless the employee presents verification that the absence was beyond the employee's control.
  
- 27.134 Employees shall not be paid for paid holidays occurring within layoff periods or within leaves of absence except when the leaves of absence are for those required to report to a military induction center for physical examination or those who are absent from work due to a training obligation as a member of a Reserve Component of the Armed Forces or those who are in their first thirty (30) days of a leave of absence for illness or injury. Employees in these exception categories will receive holiday pay upon their return to work.
  
- 27.145 In order to support customers during the Thanksgiving and Christmas holidays, the Company must schedule work to ensure the continuation of service to customers. All employees, **defined as any employee on any shift, regardless of Division**, who work the Thanksgiving weekend, the Christmas shutdown and the two holiday weekends during

the Christmas shutdown will be paid at two times their base hourly rate of pay. Additionally, employees will also receive one day of vacation for every three days of work.

**ARTICLE 28  
EARNED TIME OFF (ETO)**

**28.01** EARNED TIME OFF (ETO) PAY. ~~Upon completion of probation, employees~~ **Employees** will be eligible to use accrued earned time off in one-half (1/2) hour increments. Employees may accumulate a maximum of three hundred (300) hours. Employees will accrue ETO hours by the amounts listed below per calendar year. Accruals will be credited monthly on the employee’s benefit seniority date.

Years of Service	Annual ETO Accrual	Monthly ETO Accrual
<del>0-3</del>	<del>24 hours</del>	<del>2 hours</del>
<del>3-4</del>	<del>32 hours</del>	<del>2<sup>2</sup>/<sub>3</sub> hours</del>
<del>4-5</del> <b>0-5</b>	40 hours	3 <sup>1</sup> / <sub>3</sub> hours
5 - 6	48 hours	4 hours
6 - 7	56 hours	4 <sup>2</sup> / <sub>3</sub> hours
7 - 8	64 hours	5 <sup>1</sup> / <sub>3</sub> hours
8 - 9	72 hours	6 hours
9 +	80 hours	6 <sup>2</sup> / <sub>3</sub> hours

\*Paid hours include: straight time, overtime, vacation, ETO, holiday, bereavement and jury duty.

**28.02** Earned time off pay will be paid in one-half (1/2) hour increments, at the employee’s regular rate of pay. ETO will be paid out at the employee’s straight time rate even if it is used to cover overtime absences.

**28.03** The accumulation of earned time off will be permitted to a maximum of three hundred (300) hours. Employees using a portion of accumulated earned time off will retain the unused portion and the Company will add to the unused hours credit for the following years until a maximum of three hundred (300) hours is accumulated.

**28.04** Employees whose earned time off credits exceed the maximum of three hundred (300) hours that may be accrued for payments under this Article will be paid for all such excess credits on their benefit seniority dates.

**28.05** Employees will receive payment of all unused ETO credits earned at the time of their termination. Such payment will be at the employee’s straight time rate at the time of termination. Employees may receive severance pay only once in any twelve (12) month period.

**28.06** **For every twenty (20) hours of overtime worked, the Company will grant one (1) hour of Earned Time Off (ETO) to the employee’s ETO balance, above the employee’s normal monthly accrual.**

**ARTICLE 29  
BEREAVEMENT PAY**

**29.01** Bereavement leave is offered to employees following the loss of a family member. An eligible employee may take up to three (3) consecutive days of paid leave **off of work, and up to two (2) additional consecutive days of leave off of work without pay** for

the death of a family member. **The additional days must be taken in connection with the paid bereavement leave and must be communicated to the Supervisor prior to taking off of work.** This leave must be taken within sixty (60) calendar days following the death of said family member. Requests for exceptions to this will be reviewed and considered by the Labor Relations office. Family includes: spouse, domestic partner, children, grandchildren, parents, siblings, grandparents, great grandparents, biological, adopted, and current in-law and step relations and *loco parentis*. An employee may, with supervisory approval, use any available accrued time if additional time off is needed.

## **ARTICLE 30 LEAVES OF ABSENCE**

- 30.01** All matters set forth in this article are subject to the terms and conditions of the Selective Service Act and the Family Medical Leave Act (FMLA).
- 30.02** It is further agreed that all employees who leave or have left the Company to go into military service, either by enlistment or induction, and who have gone or do go into such service within thirty (30) days after leaving the employ of the Company, shall accumulate seniority during such time of service, providing such employees comply with the Selective Service Act.
- 30.03** Employees desiring a leave of absence shall contact their Supervisor and state the reason for requesting the leave of absence, and request approval. The Supervisor will then notify Labor Relations of the request and Labor Relations will then review and make a determination. A leave of absence for a certain number of days shall be for that period only and termination of employment shall be expected if the employees fail to report at the end of the leave of absence period. No leave of absence shall be granted for a period of longer than thirty (30) days, except for medical leaves which will require an initial duration of absence in excess of thirty (30) days. In those cases, the initial leave period will be equal to the forecasted recuperation or recovery period. Extensions for thirty (30) day periods may be granted at the option of the Labor Relations Department. If the employee does not report, either in person or in writing, to the Labor Relations Department at the end of each thirty (30) days of such leave of absence, or at the end of the initial medical leave period if it exceeded thirty (30) days, the employee may be terminated. If an extension is requested and the employee is refused an extension at the end of any thirty (30) day period and does not report back to work, the employee shall be terminated. Leaves of absence shall not extend beyond a period of twelve (12) months except for those employees on leaves of absence due to an occupational injury or illness which may be on a leave up to twelve (12) months.
- 30.04** Employees on a leave of absence of less than thirty (30) days are required to keep their Supervisor informed of their expected return to work date. If the expected return to work date is uncertain, the employee must report to their Supervisor on a weekly basis. If that leave of absence extends beyond thirty (30) days, the employee will be contacted, in writing, by the Labor Relations Department with instructions on requirements to maintain or extend that leave of absence.
- 30.05** If the employee fails to meet the requirements for an extended leave of absence, the Company will advise the employee in writing that he or she has ten (10) days from the date of the letter to meet those requirements; and if the employee does not respond within this ten (10) day period, the employee may be terminated. The Plant Chair shall be advised if any employee is to be dropped from the seniority list before they are dropped.

- 30.06** It is agreed that the obtaining of a leave of absence to work for some other employer without the consent of the Company will result in termination.
- 30.07** Employees shall not begin a leave of absence (LOA) without first obtaining permission from the Supervisor to do so, except in case of emergency, sickness or other causes beyond the control of the employees of which the Supervisor shall be promptly advised. Upon request to the Labor Relations Department, an employee may obtain a copy of his leave of absence authorization.
- 30.08** **PARENTAL LEAVE. Employees may take up to two (2) consecutive weeks of paid Parental Leave within twelve (12) months following the birth of a child. This leave is limited to a maximum of one (1) event within a twelve (12) month period.**

### **ARTICLE 31 DISCIPLINE**

- 31.01** Any ~~person who has been an employee of the Company seventy-five (75) calendar days or less is considered a probationary employee and~~ **probationary employee, as defined in paragraph 10.02 of this Agreement**, may be discharged or laid off without cause at the discretion of the Company, and such proceedings shall be the sole right of the Company.
- 31.02** If a probationary employee believes that his or her discharge is for Union activities covered by paragraph 40.02, the Union shall have the right to discuss the matter with the Company subject to the grievance procedure.
- 31.03** ~~All employees~~ **Any employee** who ~~have~~ **has** been in the continuous employment of the Company, **and has surpassed their probationary period as defined in paragraph 10.02 of this Agreement**, ~~for a period of more than seventy-five (75) days~~ may be discharged by the Company for cause such as the following: Insubordination, intoxication, or being under influence of intoxicating liquor or drugs while on duty, gross inefficiency, breach of trust, including commission or concealment of errors, sabotage, and excessive absences.
- 31.04** The Company recognizes the need to timely notify employees that they are being considered for discipline and the Company will notify the employee of possible disciplinary action as soon as possible and in all cases within three (3) working days of when the Company learned of the alleged infraction. In all cases, the Company shall have fourteen (14) working days to notify the employee of the status of the investigation.

**A. Placing Employee's on Notice and Updating Status of Investigation (Reconfirming Notice). The following procedure should occur when placing an employee on notice of investigation or when reconfirming an employee's notice.**

- 1. The supervisor should offer the employee being placed on notice the opportunity to obtain a Union Steward.**
- 2. Take the employee being placed on notice to a private location, e.g. an office, to have the discussion.**
- 3. When notifying the employee of the notice, the supervisor should provide a brief explanation of what is being investigated. Specific**



**details should not be given, and specific plant rule numbers should not be cited or quoted.**

**B. Conducting and Completing the Investigation**

- 1. Investigations should be completed as quickly as possible. However, there are times where investigations will exceed fourteen (14) working days. If exceeding fourteen (14) working days is to occur, the supervisor must provide the employee with a status of the investigation. To do this, the supervisor should follow the procedure outlined in paragraph 30.04.A.**

- 31.05** ~~In case of notice of dismissal or a suspension, any employee, who feels unjustly aggrieved thereby, shall give written notice to the Plant Chair to the effect that the employee has been unjustly dealt with; such statement shall include the reasons for the request and why the dismissal or suspension be given further consideration. This written notice must be presented to the Labor Relations Manager's office within seven (7) calendar days of the dismissal or suspension notice. The Labor Relations Manager, or the Labor Relations Manager's designee, and the Plant Chair shall determine within a period of seven (7) calendar days whether the employee's written request shall constitute a case and be subject to the method of adjusting grievances as provided in Article 32.~~ In the event that a Shop Steward is being considered for possible disciplinary action, the Steward ~~may request~~ **will be offered** the Plant Chair or the Plant Chair's designee to be present.
- 31.06** The Company will continue to use disciplinary suspensions when the conduct of the employee is of such a serious nature that in the Company's opinion a disciplinary suspension is necessary. The Company agrees, however, that disciplinary suspensions will not be used routinely, and only after communication between the supervisor involved and the Labor Relations Department. In those cases when the Company determines an employee should be given a disciplinary suspension, the employee shall be advised that the Company will notify the Departmental Steward and Plant Chair of the action.
- 31.07** Prior to any disciplinary action for insubordination the Company must notify the appropriate Steward of this situation.
- 31.08** In the event disciplinary action is taken against an employee for a specific issue, after six (6) consecutive months without accruing additional disciplinary action on this same issue, the write-up shall be removed from all Company records.

**ARTICLE 32  
GRIEVANCE / ARBITRATION PROCEDURE**

- 32.01** DEFINITION. A grievance shall be defined to be any dispute submitted by an employee or Steward involving an alleged violation of the express provisions of this Agreement (including disputes involving the application of discipline) or involving the interpretation or application of the provisions of this Agreement. There shall be no refusal of a grievance or alleged grievance on the part of the Company provided such grievance is covered by the terms of this Agreement.
- 32.02** Both the Company and the Union want to encourage employees to seek answers to issues that are not grievances, as defined above, with their immediate Supervisor or Department Manager. The employee may also request that the shop Steward be present.
- 32.03** The parties agree to settle all grievances as set forth below.

- 32.04** STEP 1. The grievance will be presented verbally to the aggrieved employee's immediate supervisor within seven (7) calendar days after the alleged violation was committed or when the Union or the employee learned of the alleged violation. The grievance shall be discussed with the Supervisor, the aggrieved employee and the aggrieved employee's Steward. The immediate Supervisor and Shop Steward will investigate the grievance. The immediate Supervisor, the aggrieved employee and Shop Steward will meet within seven (7) calendar days to resolve, deny or withdraw the grievance.
- 32.05** The Company and the Union agree that any settlement of a Step 1 grievance will neither establish precedent nor violate the intent of the Collective Bargaining Agreement.
- 32.06** STEP 2. If not settled at Step 1, the grievance will be reduced to writing (Grievance Standard Form) signed by the immediate supervisor and submitted by the Union to the Labor Relations Department or designee within seven (7) calendar days after the reply of the immediate supervisor. The Labor Relations Representative or designee will discuss the grievance with the appropriate Union Plant Chair or designee at a time mutually agreeable to the parties and give a reply within seven (7) calendar days after receiving the grievance, **or a reasonable time period, as long as discussions concerning the grievance are ongoing between the parties.**
- 32.07** The parties at Step 2 may return the grievance back to Step 1 if they feel that the grievance was not properly addressed or investigated at Step 1.
- 32.08** STEP 3. If not settled at Step 2, the grievance may be forwarded by the Union to the Labor Relations Manager or designee within seven (7) calendar days after receipt of the Step 2 reply. The Labor Relation Manager or designee will discuss the grievance with the Union Business Representative or designee at a time mutually agreeable to the parties and give a reply within seven (7) calendar days, **or a reasonable time period as long as discussions concerning the grievance are ongoing between the parties,** after receiving the grievance. ~~At the request of~~ **If both parties mutually agree,** the **Human Resource Business Partner, Plant Chair,** aggrieved employee and/or **Manager Supervisor** of the department where the grievance originated may be present at this hearing. The Company shall send copies of the Step 3 reply to the Union and Manager of the department where the grievance originated. The parties intend for Step 3 to have full disclosure, and no new information will be entered into evidence in arbitration unless mutually agreed to by both parties.
- 32.09** STEP 4. If not settled at Step 3, the grievance may be forwarded by the Union to the Labor Relations Director or designee within seven (7) calendar days after receipt of the Step 3 reply. The Labor Relations Director or designee will discuss the grievance with the Business Representative at a time mutually agreeable to the parties and give a reply within fourteen (14) calendar days after receiving the grievance.
- 32.10** ARBITRATION. In the event a grievance remains unsettled after Step 4, the grievance may be appealed to arbitration by either the Company or the Union by requesting the Federal Mediation z a panel of seven (7) available arbitrators to both parties. Such letter must be mailed, and a copy furnished to the other party within seven (7) calendar days after receipt of the Step 4 reply.
- 32.11** After a panel listing is received from the FMCS or AAA, the Company and the Union will select an arbitrator by the method of alternately deleting a name from the panel until a single arbitrator remains. Should either party reject the original panel and request an additional panel, the rejecting party shall pay for the additional panel. The arbitrator will be

notified of their election by a joint letter from the Company and the Union, requesting that the arbitrator set a time and place for the hearing, subject to the availability of the Company and Union representatives.

- 32.12** The Arbitrator shall not have the jurisdiction to arbitrate provisions of a new agreement or to arbitrate away, in whole or in part, any provisions of this Agreement. The arbitrator shall have no right to add to, subtract from, nullify, ignore or modify any of the terms of the Agreement. The arbitrator shall consider and decide only the issue(s) presented, and the decision and award shall be based solely upon the arbitrator's interpretation of the application of the terms of this Agreement. The decision of the arbitrator shall be rendered in writing as expeditiously as possible and shall be final and binding upon the Company, the Union and the grievant(s) involved.
- 32.13** It is mutually agreed that each party will pay the salary and expenses of its own representatives. The salary and expenses of the Arbitrator, together with such other expenses that may be necessary and ordered by the Arbitrator, shall be paid one-half by the Company and one-half by the Union.
- 32.14** TIME LIMITS. It is agreed that time is of the essence under this Procedure. It is also agreed that if any time limit set forth in this Article is not complied with, the grievance will automatically be decided against the party who fails to comply with such limits, unless an extension of the time limits is mutually agreed upon in writing by the parties.
- 32.15** It is intended that grievances concerning promotions will be filed in accordance with the Agreement; however, if a senior employee is not notified or does not know of a promotion in the employee's department for which the employee feels ~~he or she was~~ **they were** qualified at the time the appointment was made, ~~he/she~~ **the employee** shall be allowed to file a grievance within a period of sixty (60) days after the promotion. Liability for back pay shall commence on the date of the promotion.
- 32.16** REPRESENTATION. It is agreed that the Business Representative of the Union may assist in any phase of the grievance procedure and for this purpose, the Company will provide office space for the Union at all Facilities for use by the Plant Chair and the Business Representatives.
- 32.17** It is recognized that the normal place for the Plant Chair and Departmental Stewards to handle grievances is within the department for which the Department Steward has been elected. However, should circumstances arise so that a Departmental Steward must confer with the Plant Chair in the office designated for Union business in connection with the processing of a grievance, the Steward may clock to Union business after notifying their Supervisor. Such meetings shall be kept to a reasonable length of time. Upon the conclusion of such meetings, the Steward shall return to his/her department and check in at the Supervisor's office.
- 32.18** When the Supervisor cannot provide privacy for the employee, the Steward and the Plant Chair to confer, the Supervisor will excuse the employee to accompany the Steward and Plant Chair to the Union Office.
- 32.19** ADDITIONAL GUIDELINES. **All hearings shall be held on Company time. Both parties agree that if there are problems in the administration of the grievance procedure they will meet to discuss and resolve those problems.**

~~A.—All hearings shall be held on Company time.~~

~~B. Both Parties agree that if there are problems in the administration of the Grievance Procedure they will meet to discuss and resolve those problems.~~

### ARTICLE 33 JURY AND SUBPOENA PAY

**33.01** When an employee is summoned for jury duty or subpoenaed by federal, state or city prosecutors in a criminal case where the employee is not a party, and cannot serve without interfering with his or her normal work schedule, the Company shall grant approved paid time off for the period of time served. Second or third shift employees who serve for four (4) hours or more other than during the regular shift will be excused from work on their next regular shift upon contacting their Supervisors. The reimbursement shall be the daily earnings based on a regular shift (not including overtime) that the employee is unable to earn due to their obligation less the fee paid by the court. To be eligible for time off with pay, the employee must furnish a copy of the summons or subpoena to management, as far as possible in advance of the appearance, to indicate that the absence from work is necessary to appear for jury duty or to serve as a witness. Management may also require verification of such appearance. Employees are expected to return to work if jury duty is postponed or canceled during their normal work schedule.

### ARTICLE 34 CREW LEADS

**34.01** CREW LEAD POSTING AND SELECTION PROCEDURE. The following procedure outlines the Crew Lead posting and selection process within the Wichita facilities:

- A. Openings will be posted a minimum of seven (7) calendar days in the department, for the classification, where the opening exists. Crew Lead duties and responsibilities will be listed on the posting.
- B. Applications for the Crew Lead position must be ~~returned to the Supervisor~~ **submitted within the Crew Lead portal** by the expiration date listed on the posting.
- C. An evaluation committee comprised of the department Supervisor, current department Crew Lead and department Union Steward will complete the technical and professional evaluations, starting with the senior applicant within the classification posted.
- D. An applicant may not be a part of the evaluation committee. Should a department Union Steward apply, the Plant Chair will be contacted and requested to designate another Union Steward to represent the Union during the first level evaluation process. In order to protect the evaluation committee process, the Plant Chair shall not designate themselves, other Plant Chairs or any other Union Leaders at a higher level than the Union Steward. The appointed Union Steward will replace the applicant as part of the evaluation committee. Should a current Crew Lead apply, the Supervisor will designate a Crew Lead from another area to replace the applicant on the evaluation committee.
- E. Should the senior applicant not be qualified, the next senior applicant will be evaluated, and evaluations will continue, in seniority order, until a qualified applicant is identified.

- F. Should the evaluation committee not reach a unanimous decision regarding the qualifications of the applicant, whether qualified or not qualified, the Manager and Union Plant Chair will re-evaluate the technical and professional skills of the candidate. If the Manager and Union Plant Chair are not be able to reach a unanimous decision, the evaluation committee will move to the next candidate, in seniority order, to begin the evaluation process.
- G. Applicants not selected for the posting will be notified by the Supervisor along with the reason they were not selected.
- H. In the event a current Crew Lead transfers to another shift or department, the Crew Lead title and position will not transfer with the employee.
- I. Crew Leads cannot be given a classification which has no connection with the work they are leading and a promotion to Crew Lead will not result in a classification change for the employee. During a reduction in force, the Crew Lead will be affected consistent with the classification held prior to the appointment of Crew Lead.
- J. The Supervisor and the Union Steward will review the duties and responsibilities of the Crew Lead with the successful candidate to ensure there is a complete understanding of what is expected.

**34.02** CREW LEAD QUALIFICATIONS. The following criteria identifies the qualifications for all Crew Lead applicants within the Wichita facilities:

- A. Must currently be in the classification of the Crew Lead posting.
- B. Must meet the minimum technical score for the classification.
- C. Must meet all professional skills listed on the posting.
- D. Must be able to effectively communicate, train, assist other crew members and be capable of performing all essential elements of the classification, as listed on the posting.
- E. Must be in good standing. Good standing is defined as not having more than one disciplinary action at the first step or one disciplinary action at the second step.

**34.03** CREW LEAD RESPONSIBILITIES. The following criteria identifies the responsibilities for all Crew Lead positions within the Wichita facilities which include, but are not limited to:

- A. Must be able to guide, train and instruct other crew members in all technical aspects of the functions, including assisting with proper processes, techniques, quality standards, safety requirements, work compliance, tools, demonstrating proficiency, interpreting documents and using systems to complete the work.
- B. Must be able to provide work status and tie-ins to Supervision, other Crew Leads and crew members.
- C. Must be able to assist crew members with reporting safety and quality concerns to the Supervisor, immediately.

- D. Must be able to assist Supervisors with any technical training requirements and in workload distribution.
- E. Crew Leads do not act as the Assistant Supervisor in terms of dispensing disciplinary action, does not administer attendance policy, dispense overtime, etc.

**34.04** CREW LEAD EVALUATIONS AND TRANSITIONS. The following procedures outline the evaluations and transitions for all Crew Lead positions within the Wichita facilities:

- A. The Crew Leads performance will be evaluated thirty (30) and sixty (60) days following the appointment to a Crew Lead position. Evaluations will occur annually thereafter. **As part of the evaluation, the Crew Leads supervisor will seek feedback from employees of the crew that the Crew Lead supports.**
- B. In the event a Crew Lead loses their Crew Lead position, for any reason, they will no longer receive the Crew Lead differential pay.

**34.05** Crew Leads shall receive one dollar (\$1.00) per hour over their current rate of pay at the time of promotion and if not at the maximum of the pay grade will continue automatic increases until they reach the grade maximum plus \$1.00. The maximum rate of pay for a Crew Lead shall be one dollar (\$1.00) over the employee's current grade maximum.

~~**34.06** Both the Company and Union recognize that it will take some time to develop and implement the checklists associated with each Crew Lead position. To that end, in areas that are currently utilizing Crew Chiefs, the parties agree to use the practices identified under Article 34 of the 2014-2020 Collective Bargaining Agreement. Upon completion and implementation of each Crew Lead positions checklist, the new process, identified here, will take over and supersede the prior Agreement's practices. Upon completion of creating each Crew Lead position checklist and evaluation, the Company will review and discuss, with the Union, at least thirty (30) days in advance of its implementation. Effective September 21, 2020, employees who are holding a Crew Chief or Lead position will retain their position and will be re-titled to Crew Lead. These employees will be subject to the annual evaluations established in this Article.~~

## **ARTICLE 35 SAFETY AND HEALTH**

**35.01** In an effort to achieve our vision of zero injuries, we will strive jointly to eliminate all unsafe practices and conditions. The Company recognizes its responsibility to provide a safe and healthful working environment for employees. The Union also recognizes its responsibility to cooperate with the Company in maintaining and improving a safe and healthful working environment for all employees. The parties agree to use their best efforts jointly to achieve these objectives. It is agreed by both parties that too great an emphasis cannot be laid upon safety. The Company undertakes to continue to provide the best of equipment for fire and accident prevention. Rigid observance of safety regulations must also continue. No set of safety regulations, however, can comprehensively cover all possible working practices; therefore, the Union and the Company undertake to promote in every way possible the realization of the responsibility of each employee in preventing accidents to themselves and/or their fellow employees. The parties recognize that it is the responsibility of all persons on Company property to practice safe and healthful acts.

- 35.02** No Employee shall be required to perform work that endangers the employee's or any other employee's health or physical safety or to work under conditions which are in violation of Company health and safety rules or any local, state or federal health and safety laws.
- 35.03** Employees will be expected to report to their Supervisor and area Safety Advocate all concerns relative to safety and health conditions so that those concerns and/or conditions will be addressed and then corrected. No employee will be discharged for making such a report.
- 35.04** Any safety matter that can't be satisfactorily resolved shall be subject to the grievance procedure.
- 35.05** DRUG AND ALCOHOL REHABILITATION. The Company and Union agree that substance abuse is a serious problem in today's society and further recognize the importance of maintaining a drug-free work environment. Therefore, the Company and Union will continue to work cooperatively in informing employees about anti-drug program policies, available employee assistance and counseling or rehabilitation options. Additionally, employees who test positive the first time will be required to complete all treatment recommendations made by the Company's Medical Review Officer and will be returned to work only with the Medical Review Officer's approval.

### **ARTICLE 36 SAFETY COMMITTEE**

- 36.01** In order to support our goal of zero injuries a Management/Union Safety Committee will be established. The Joint Safety Committee shall be organized in the following fashion:
- 36.02** There shall be two **(2) Safety Co-Chairs** ~~co-chairs~~, one **(1)** Union and one **(1)** Company. **The purpose of the Safety Co-Chairs is to oversee the Safety Advocate's and to promote a safe and healthy working environment within the Company.** ~~Further, there shall be representation from various locations allocated in the following fashion: Mid-Continent—two Company, three Union; Maintenance—one Union, one Company; Pawnee facility—two Union, one Company; Wichita Service Center—one Union, one Company; Parts and Supply Facility—one Union, one Company; Aircraft Completion—one Union, one Company; East campus—one Union, one Company and Prospect Facility—one Union and one Company.~~
- A. UNION SAFETY CO-CHAIR.** Representatives of the Company and the Union are in agreement that the Union Safety Co-Chair position will be considered a full-time position. There shall be one (1) full-time Union Safety Co-Chair position, and this position shall have the responsibility for all safety related duties for bargaining unit personnel at all represented facilities at Textron Aviation Inc. in Wichita, KS. The Union Safety Co-Chair will be paid forty-four (44) regular hours per week at the top of grade A, including any premiums that the employee that fills this position had at the time of being selected for this position (shift premium etc.).
- 36.03** ~~The Committee shall meet monthly. The Company shall provide the necessary support resources to the Safety Committee.~~ **SAFETY ADVOCATE SELECTION PROCEDURE.** When a Safety Advocate position becomes available within a given department, all employees within the department shall be eligible. The following procedure shall be the order when filling all openings after September 22, 2024:

1. The Union's Safety Co-Chair shall have the first right to select from any employee within the department and area of the opening, within fourteen (14) calendar days from the date of the opening.
2. Should the Union's Safety Co-Chair not fill the opening within a period of fourteen (14) calendar days, the Company's Safety Co-Chair shall then have the right to make the selection from any employee within the department and area of the opening.

For all openings that were created prior to September 22, 2024, the following procedure shall apply:

1. The Union's Safety Co-Chair shall have the first right to select from any employee within the department and area of the opening, within thirty (30) calendar days from the date of the opening.
2. Should the Union's Safety Co-Chair not fill the opening within a period of thirty (30) calendar days, the Company's Safety Co-Chair shall then have the right to make the selection from any employee within the department and area of the opening.

36.04

~~Meeting notification and minutes will be furnished to all Committee members, Plant Chairs and assigned Business Representatives.~~ **SAFETY ADVOCATE DUTIES AND RESPONSIBILITIES.**

- A. Safety Advocates must be able to lead and partner with the supervisor to support the area represented.
- B. Must support all employees in safety activities, interviews, injury investigations, and safety review boards.
- C. Work in accordance with established safety practices, continuous improvement, and quality, including proper use of Personal Protection Equipment (PPE).
- D. Work with employees, supervision, and Environmental Health & Safety (EHS) to correct unsafe conditions, hazards, behaviors, and health risks associated with equipment, processes, and activities.
- E. Attend, participate and conduct appropriate training determined by the program.
- F. Actively participate in Gemba walks, Kaizen events, Job Safety Hazard Analysis' (JSHAs), injury follow ups, and safety projects.
- G. Work with Supervision to schedule and lead Safety Review Board (SRB) I meetings, provide updates on risk report statuses, and drive actions. Attend SRB meetings and contribute as defined by the role.
- H. Work in conjunction with supervision and EHS to closeout SRB rail items.
- I. Provide safety awareness and updates to employees in their area, including new employees and transfers.



- J. **Notify supervision, and EHS of any major accidents, injuries, or activities related to safety.**
- K. **Notify supervision, and EHS if the Safety Advocate is being transferred to another department or shift, they decide to resign, or become ineligible to hold the position.**
- L. **Be familiar with the risk reporting system and report near misses when they are observed and help implement corrective actions.**
- M. **Be familiar with and participate in Safety Audits, implement corrective actions, and report results to Supervision.**

**36.05** ~~There shall be a Union advocate and a Company advocate for the identified areas at the East Campus, Pawnee, Prospect, Mid-Continent, Maintenance, Aircraft Completion, Wichita Service Center and Parts and Supply Facilities. Advocates will promote compliance with usage of safety equipment and safe acts. It is understood that the right to discipline is solely the responsibility of the Company.~~ **The importance of providing training for the Safety Advocates is recognized. These representatives are considered essential to the successful accomplishment of common objectives. Specific training will be provided each year by the Company to improve the Safety Advocates' skill levels in the areas of auditing, industrial hygiene, sampling and other appropriate subjects to enable them to identify and help resolve safety-related concerns. The annual training will be jointly planned.**

**36.06** ~~The importance of providing training for the safety advocates is recognized. These representatives are considered essential to the successful accomplishment of common objectives. Specific training will be provided each year by the Company to improve the advocates' skill levels in the areas of auditing, industrial hygiene, sampling and other appropriate subjects to enable them to identify and help resolve safety-related concerns. The annual training will be jointly planned.~~ **The Safety Co-Chairs and the area Union Safety Advocate will receive timely notification of accidents which result in serious injury and will be afforded an opportunity to participate in the accident investigation.**

**36.07** ~~There shall also be subcommittees with equal representation. Those subcommittees shall be as follows:~~

- ~~● Design Process Review~~
- ~~● Ergonomics~~
- ~~● Rules and Procedures~~
- ~~● Emergency Planning~~
- ~~● Safety Training~~
- ~~● Audit~~

~~These subcommittees will meet regularly. These subcommittees may evaluate and make recommendations regarding the safe operation of manufacturing processes and equipment.~~ **The Company and Union Safety Co-Chairs may mutually decide to establish subcommittees with equal representation from Company and Union. The Company will notify the Union Safety Co-Chair of all meetings in a timely manner.**

**36.08** ~~The Safety Co-Chairs and the area Union Safety advocate will receive timely notification of accidents which result in serious injury and will be afforded an opportunity to participate in the accident investigation.~~ **These subcommittees will report to the Safety Co-Chairs on a regular basis their activities. Also, these subcommittees will alternate the Chair.**

**36.09** ~~These subcommittees will report on a regular basis their activities. Also, these subcommittees will alternate the Chair.~~

### **ARTICLE 37 TOBACCO PRODUCTS**

**37.01** Smoking and the use of tobacco related products will not be allowed on Company property. "Tobacco related products" include cigarettes cigars, electronic cigarettes, etc. and other smokeless forms of tobacco (chewing tobacco, snuff, etc). "Premises" are defined as all Textron Aviation property, excluding Company designated employee parking areas, when sitting inside the passenger cabin of your personal vehicle. Additionally, discarding tobacco related products anywhere on Company property is strictly prohibited.

**37.02** Employees violating smoking rules will be subject to disciplinary action.

### **ARTICLE 38 GOVERNMENT REGULATIONS**

**38.01** The Company and the Union mutually agree that if any rule, regulation or law of the United States Government or State of Kansas conflicts with the terms of this Agreement, then the terms of this Agreement shall be amended automatically to conform to said rules, regulations or laws.

**38.02** **DISABILITY ACCOMMODATION.** The Company and the Union acknowledge that the Americans with Disability Act, the Kansas Act Against Discrimination, and the Family Leave Act (Effective 08/05/93) require employers to reasonably accommodate the physical and mental disability of employees and applicants so long as accommodation will not be an undue hardship. Consistent with the provisions of this Agreement the Company will take those actions required to meet its obligation under those statutes.

### **ARTICLE 39 WORK AWAY FROM PLANT**

**39.01** An employee who is required to travel away from the plant for repair or emergency work shall be paid as follows: On the day of departure and arrival, if no work is performed on such day, payment for travel shall be at the rate of eight (8) hours pay at the employee's regular straight time hourly rate for this day when such travel occurs on any of the first five (5) days of an employee's regular work week. If the employee works on such day either before departure and/or after arrival, the employee shall be paid for such hours worked on such day and, in addition, for such travel time. In no event will the employee be paid less than eight (8) hours pay when traveling on any of the first five (5) days of the employee's regular work week. When such day of departure and arrival occurs on the sixth (6th) and/or seventh (7th) day of an employee's regular work week, if no work is performed on such day, payment for such travel time shall be for the actual hours of travel time at the overtime premium rate applicable for such day, but in no event shall the hours paid be less than four (4) hours or more than eight (8) hours at such overtime premium rate. While performing work away from the plant the employee shall be governed by hours of work

and overtime as stated in this Agreement but shall not engage in overtime work unless at the specific direction of the employee's supervisor. The employee shall also be allowed reasonable expenses for travel, meals and lodging while away from the home point. This provision is not applicable for employees who are required to commute to other Textron Aviation campuses within the same city limits.

#### **ARTICLE 40 NON-DISCRIMINATION**

- 40.01** The Company and the Union agree to promote equal employment opportunity principles and that there shall be no discrimination by reason of race, color, sex, age, religion, national origin, ancestry, physical handicap, or veteran status in regard to hiring, tenure or other terms or conditions of employment.
- 40.02** There shall be no discrimination or intimidation against any employee who may be selected to represent themselves or other employees on committees or for engaging in other legitimate Union activity.

#### **ARTICLE 41 BULLETIN BOARDS**

- 41.01** A place shall be provided in the plant for the below listed Union materials. Maintenance, posting and removal of posted materials shall be the responsibility of the Union and will be limited to:
- A. Notice of Union meetings.
  - B. Notice of Union elections and results thereof.
  - C. Notices of Union recreational and social affairs.
  - D. Notices by the Business Representative and designee.
  - E. ~~Such other notices as are mutually agreed upon.~~ **Campaign and election materials.**
- 41.02** Nothing posted shall contain material of a derogatory nature towards employees, the Company, suppliers or customers.

#### **ARTICLE 42 INSURANCE BENEFITS**

- 42.01** HEALTH INSURANCE. The parties agree that the medical (including health and prescription drug), dental and vision benefits provided to eligible employees covered by this Agreement will be the same as those in effect for the Company's salaried U.S. full-time workforce. As these benefits may be modified from time to time for salaried employees, the same modifications will be made to plans covering individuals covered under this Agreement. The Company reserves the right to make any changes deemed necessary. The Company will provide notice to the Union and covered employees of pending changes at least 30 days prior to the changes becoming effective. ~~For the 2021 calendar year, the Company will contribute to the HSA account \$1,500 for employee, \$2,000 for employee plus 1 and \$2,500 for family coverage, for employees enrolled in Health Savings Account (HSA) plan options. For the calendar years 2022-2024, the~~ **The** Company will contribute to the HSA account ~~\$1,000~~ **\$500** for employee, ~~\$1,500~~ **\$750** for

employee plus 1 and ~~\$2,000~~ **\$1,000** for family coverage, for employees enrolled in Health Savings Account (HSA) options.

The Wellness Program provided to eligible employees covered by this Agreement will be the same as the program in effect for the Company's salaried U.S. full-time workforce. As this program may be modified from time to time for salaried employees, the same modifications will be made to the program for individuals covered under this Agreement.

**A. DIRECTABLE LUMP SUM PAYMENTS. Annually, the Company will pay each individual who is employed as a bargaining unit employee on December 31<sup>st</sup> of each year a lump sum in the amount of three thousand dollars (\$3,000). This payment will be deemed earned on December 31<sup>st</sup> and will be paid on the first pay period in the month of March. These funds can be directed by the employees to:**

- 1. Employees enrolled in a Health Savings Account (HSA) may deposit funds from this lump sum, on a pre-tax basis, into their HSA based upon federal guidelines.**
- 2. Employees participating in the Textron 401k, may deposit funds from this lump sum, on a pre-tax basis, into their 401k based upon federal guidelines. These funds are not eligible for Company matching outlined in this Agreement.**
- 3. Employees may alternatively elect to have the funds from this lump sum paid directly to the employee.**

**42.02** Employees who have elected to not participate in the medical and/or dental plans may resume coverage if their spouse's medical and dental plans or other sources of medical and dental insurance cease to be available to them. To resume coverage, employees must follow the procedures required by the Plan Administrator within 30 days of losing other coverage.

**42.03** Employees who elect not to participate in the medical and dental insurance plans will participate in the basic life and accidental death and dismemberment insurance plan and the temporary disability insurance plan.

**42.04** FLEXIBLE SPENDING ACCOUNT. The Company will make available the following voluntary Flexible Spending Accounts (FSA):

- Health Care FSA
- Limited Purpose Health Care FSA
- Dependent Care FSA

**42.05** NATIONAL HEALTHCARE LEGISLATION. In the event national legislation increases costs and/or taxes to the Company for providing health and welfare benefits to Bargaining Unit employees (including mandated benefits), the Company reserves the right to pass on any incremental costs and/or taxes to the employees and/or reduce benefits in a corresponding amount.

**42.06** BASIC LIFE INSURANCE. Basic term life insurance and accidental death and dismemberment insurance for active employees will be 100% of annual base pay, rounded to the next highest \$100.00.

**42.07** SUPPLEMENTAL LIFE. Employees may purchase supplemental life insurance according to provisions of the plan. Options begin at one-times annual base pay and increase to nine times annual base pay. Premiums are age-related, are subject to change annually and are based on plan experience. **2024 2025** life insurance rates are as follows:

Age	Monthly Premium per \$1,000 Coverage
< 25	\$.031
25 – 29	\$.037
30 – 34	\$.049
35 – 39	\$.056
40 – 44	\$.062
45 – 49	\$.096
50 – 54	\$.145
55 – 59	\$.268
60 – 64	\$.406
65 – 69	\$.780
70 +	\$1.273

**42.08** LIVING LIFE PROVISION. The basic and supplemental life insurance programs include an Accelerated Benefit Option (ABO). This provision allows employees to receive 50% of basic life and supplemental life policy values prior to death if diagnosed with a terminal illness as defined within the provisions of the plan.

**42.09** DEPENDENT LIFE INSURANCE. Employees may elect to purchase group term life insurance for their dependents according to provisions of the plan. Rates are subject to change annually based on plan experience. Employees and spouses, who are both employed by Textron Aviation Inc., may insure each other and each may insure eligible dependent children. Employees can choose coverage in \$5,000 increments up to a \$200,000 maximum for a spouse a \$25,000 maximum for dependent children. **2024 2025** dependent life insurance rates are as follows:

Type	Monthly Premium per \$1,000 Coverage
Dependent Life	\$.128

Spouse Life	
Age	Monthly Premium per \$1,000 Coverage
< 25	\$.029
25 – 29	\$.036
30 – 34	\$.048
35 – 39	\$.055
40 – 44	\$.063
45 – 49	\$.093
50 – 54	\$.146
55 – 59	\$.273
60 – 64	\$.420
65 – 69	\$.808
70 +	\$1.309

**42.10** It is understood and agreed that the administration and operation of the Textron Aviation Employee’s Health Plan are solely and exclusively the responsibility of the Company. The Plan Administrator will adopt such rules and procedures which it determines are necessary

to operate the plan in accordance with the law and in an equitable, nondiscriminatory manner.

**42.11** SICKNESS AND ACCIDENT BENEFITS. The following are the weekly sickness and accident benefits:

50% of weekly base earnings with a minimum of \$350 per week to a maximum of ~~\$450~~ **\$625** per week up to ~~13~~ **twenty-six (26)** weeks.

**42.12** SUPPLEMENTAL INSURANCE. This agreement acknowledges that Textron Aviation **Inc.** have agreed to allow the International Association of Machinists and Aerospace Workers to offer the Machinists Custom Choices Worksite Benefits program of supplemental benefits to their employees in the bargaining unit through their designated agent, insurance Employee Benefit Systems, Inc. (EBS). Members will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during normal working hours, once per year. Further, Textron Aviation Inc. will honor payroll deduction requests and make payments to the underwriting insurance companies. All policyholder service will be provided by the underwriter and Employee Benefit Systems, Inc.

**42.13** LONG TERM DISABILITY. Employees may elect to purchase Long Term Disability coverage at their cost. The Long-Term Disability coverage is that negotiated between the parties. Disability benefits pay 60% of base pay up to a maximum of \$2,500 per month. Coverage begins at the end of Short-Term Disability (STD) benefits or ~~thirteen (13)~~ **twenty-six (26)** weeks whichever is greater.

**42.14** PRESCRIPTION SAFETY GLASSES. The Company agrees to pay up to \$150, annually, for the purchase of prescription safety glasses through the Company approved vendor.

**42.15** **HEARING AIDS. Effective January 1, 2025, hearing aid coverage will be provided to all employees enrolled in Textron health insurance. Coverage will be limited to a total cost of \$2,000, every three (3) years. Batteries are not included.**

**42.16** **Following the ratification of a new Agreement, the parties agree to schedule a quarterly Healthcare meeting between Labor Relations, a Company Benefit Administrator, Plant Chairs, Business Representatives and, if available, Grand Lodge Representatives. The purpose of this meeting is for the Union to bring forth any issues that the bargaining unit is having with the healthcare provider, United Health Care (UHC), in an effort to find some resolution. During this quarterly meeting, the parties will discuss any known issues that are currently happening as well as any anticipated issues that may be coming into the future. Example of issues that can be discussed: The loss of/and the need for more network providers. The parties will submit to each other at least five (5) working days before such meeting proposed subjects for discussion. This meeting shall not be a forum for any other issue outside of Health Care.**

### ARTICLE 43 TEXTRON SAVINGS PLAN

**43.01** INVESTMENT PLAN. The Company will offer the Textron Savings Plan.

**A.** The Company will continue to match employee contributions to the Textron Savings Plan at the rate of fifty percent (50%) of the employees' contributions up to ~~seven~~ **nine** percent ~~(7%)~~ **(9%)** of their base pay. All Company contributions will be invested under the plan in the-Textron Stock Fund. Employees are free

to reallocate funds from the Textron Stock Fund to other funds as contributions are made to the stock fund.

- B. All other plan provisions are as specified in the Textron Savings Plan Summary Plan Description (SPD).

**43.02** It is understood and agreed that the administration and operation of the Textron Aviation Inc. Employee’s Health Plan are solely and exclusively the responsibility of the Company. The Plan Administrator will adopt such rules and procedures which it determines are necessary to operate the plan in accordance with the law and in an equitable, nondiscriminatory manner.

**ARTICLE 44  
RETIREMENT PLAN**

**44.01** Cessna Retirement – Effective December 31, 2014, the Company retirement plan for Cessna employees represented by IAM Local No. 774 will be closed to new entrants. The Company will continue the plan for those employees represented by IAM Local No. 774 actively participating in the plan ~~as of September 21, 2020~~ and the plan will be increased ~~to \$60.00 based on the below schedule per year of credited service~~ for the term of this agreement.

- A. **Effective September 23, 2024, the plan will increase \$2.00 to \$62.00 per year of credited service.**
- B. **Effective September 22, 2025, the plan will increase \$1.00 to \$63.00 per year of credited service.**
- C. **Effective September 21, 2026, the plan will increase \$1.00 to \$64.00 per year of credited service.**
- D. **Effective September 20, 2027, the plan will increase \$2.00 to \$66.00 per year of credited service.**

**44.02** Beechcraft Retirement – Effective December 31, 2014, the Retirement Income Savings Plan (“RISP”) for Beechcraft employees represented by IAM Local No. 733 will be closed to all new entrants. Those employees represented by Local No. 733 and actively participating in the plan as of December 31, 2014, will continue to participate in the plan based on the following schedule depending on the employee’s age and years of service:

Age	Years of Service			
	Less than 10	At Least 10 But Less Than 20	At Least 20 But Less Than 30	30 or More
Under 30	3%	4%	4%	5%
At Least 30 But Less Than 40	4%	5%	5%	<del>6%-7%</del>
At Least 40 But Less Than 50	5%	<del>6%-7%</del>	<del>6%-7%</del>	<del>6%-7%</del>
50 or over	<del>6%-7%</del>	<del>6%-7%</del>	<del>6%-7%</del>	<del>6%-7%</del>

**44.02.01A.** “Compensation” as used in this section 44.02 is

defined as base pay, overtime, holiday pay, sick pay, vacation pay, shift differential, commission, performance and incentive pay, and retention.

**44.02.02B.** RISP contributions vest after 3 years of service with the Company.

**44.03** Employees hired, rehired or transferring into the bargaining unit represented by IAM District Lodge No. 70 on or after January 1, 2015, shall not be covered under the retirement benefits described in either 44.01 or 44.02 above. Rather, such employees shall be eligible to receive a 4% discretionary Company contribution to their Textron Savings Plan ("TSP") based on their Eligible Compensation, as defined by the TSP. To be eligible for this discretionary contribution for a specific calendar year, the employee must be employed by Textron on December 31 of that calendar year. The annual contribution will be made to an eligible employees' retirement account at the end of the first quarter of the following plan year. This cash contribution is separate from any contributions made under the existing TSP Plan and is not contingent upon the employee contributing to the TSP.

**44.04** **DISABILITY PENSION BENEFIT.** Employees can apply for Disability Retirement by completing the appropriate forms and providing the required documentation to the Employee Service Center. The application will be reviewed by the Company doctor. If the Company doctor does not approve the application, a panel of three doctors will be selected. One doctor chosen by the Union, one chosen by the Company, and the third chosen by the doctors appointed to the panel will review the application and the majority opinion of the panel will determine if the employee is qualified for disability retirement.

**44.05** **EARLY RETIREMENT.** Employees attaining the age of fifty-five (55) who accumulate the required number of years credited service (as specified in the plan document) may retire early. The early retirement benefit will be reduced according to the actuarial reduction table contained in the plan.

Employees attaining the age of 62 and who accumulate the required number of years' service (as specified in the plan document) may retire at age 62 or thereafter without a reduction in the employee's retirement benefit for early retirement.

**44.06** **RETIREE MEDICAL.** Cessna employees with Company Seniority Dates prior to January 1, 1994, and Beechcraft employees with Company Seniority Dates prior to August 1, 1993 who take early retirement, disability retirement or normal retirement will be offered the same medical plan options as active employees.

- A. Early retiree medical insurance coverage will not be provided for employees hired after the respective Company Seniority Dates noted above.
- B. The employee and dependent must be actively covered under a Textron sponsored plan at the time they qualify.
- C. Once the employee elects to continue group coverage and later drops it, the employee may not again secure coverage. The employee will have dropped coverage either by notification, in writing, to the Company to this effect, or through failure to pay the required contributions on the date specified.
- D. Coverage for the retiree will cease upon the retiree's death, upon attainment of age 65, or when the retiree is otherwise eligible for any government sponsored medical insurance plan, whichever occurs sooner. Coverage will be continued for a qualified spouse for a maximum of five (5) years following the end of the



retiree's medical coverage, but not later than the spouse's attainment of age 65 or eligibility for any government sponsored medical insurance plan, whichever occurs sooner.

- E. Benefits will consist of medical coverage plus term life and AD&D coverage. Term life and AD&D coverage for Cessna employees shall be \$18,000. Term life and AD&D coverage for Beechcraft employees shall be equal to the amount of Basic Life insurance provided to the employee on their last day of employment.
- F. Premiums for the retiree and family will be as specified below:
  - a. Cessna retirees with Company Seniority Dates prior to January 1, 1994 – the same premiums paid by active employees for the same benefits. Just as for active employees, premiums would be subject to change for retirees on an annual basis.
  - b. Beechcraft retirees with Company Seniority Dates prior to August 1, 1993 – the full cost of the coverage, subject to change on an annual basis.

**44.07** It is understood and agreed that the administration and operation of the benefit plans are solely and exclusively the responsibility of the Company. The Plan Administrator will adopt such rules and procedures which it determines are necessary to operate the plans in accordance with the law and in an equitable, nondiscriminatory manner.

**44.08** Retirement benefits will not be paid until employees actually retire. However, employees who continue to work past age 70-1/2 will be subject to Minimum Required Distribution rules as specified in the plan document.

**44.09** PENSION OFFSET. Employees who are eligible to receive normal, early or disability pension benefits will receive those benefits without an offset based upon Worker's Compensation benefits.

**44.10** **RETIRED EMPLOYEES RETURNING TO ACTIVE STATUS. Former employees who have retired from the Company and are currently receiving distributions from the Company's legacy defined benefit pension plans, the following shall apply should the former employee return to active status:**

- A. Retirees who return to active status with the Company will continue collecting pension payments from their legacy defined benefit pension plan, while actively employed with the Company for a period not to exceed twenty-four (24) months from the date of rehire.**
- B. The employee must have a bona fide termination of employment after becoming eligible for early or normal retirement.**
- C. The employee was rehired no less than six (6) months following such termination.**
- D. Retirees who return to active status with the Company shall be considered as a new hire for the purposes of seniority, vacation and ETO accruals, and all other benefits.**

- E. Retirees returning to active status, pursuant to this provision, will not be eligible to earn or accumulate any additional and additional years of service or credit towards a legacy defined pension plan.
- F. Retirees that return, will be eligible for any sign-on bonus that may be available, just like new employees. The sign-on bonus program is at the sole discretion of the Company.
- G. Retirees returning to active status, pursuant to this provision, who desire to remain employed for longer than twenty-four (24) months will cease receiving distributions from their legacy defined pension plan at the conclusion of the twenty-four (24) month period and will not be eligible to resume receiving pension distributions until their employment with the Company ends.

## ARTICLE 45 JOINT PARTNERSHIP

- 45.01** The Company and the Union understand and agree that they have a strong and mutual interest in the long-term financial success and growth of the Company's operations. An essential component of that success and growth is the maintenance of a strong, highly skilled, and sustainable workforce in Wichita consistent with the Company's need to remain viable and cost competitive over the long term in the global aerospace industry.
- 45.02** To help ensure future success, the Company and the Union agree to establish a Joint Partnership. The parties intend for honest and meaningful dialogue between the parties and to promote a positive relationship that will ensure the parties mutual desire to establish and maintain effective working relationships and a work environment that will facilitate improved safety, quality, cost, delivery, productivity and competitiveness.
- 45.03** The Joint Partnership shall consist of an ongoing and uniform communication process that delivers consistent messages throughout the business.
- A. **QUARTERLY STRATEGIC BRIEFING.** The Company and Union agree to conduct a strategic briefing on a quarterly basis to ensure that all parties have sufficient information on subjects necessary to improve safety, quality and manufacturing capabilities. This strategic briefing shall consist of senior leaders of the business and the Union's District staff **and Plant Chairs**.
  - B. **MONTHLY COMPANY-UNION MEETING.** The Company and Union agree to meet monthly, on each campus, to discuss the different areas of the business and any issues that may be affecting the workplace. This meeting shall consist of Labor Relations, Operations leaders, the Union's District Staff and Plant Chairs.
  - C. **MONTHLY CREW MEETING.** The Company and Union agree that the first level supervisor and the Union Steward shall meet regularly to discuss methods of improving the business (e.g. improved safety, quality, cost, delivery, productivity, morale, reducing overtime and competitiveness) and other mutually agreed topics that could improve overall performance of the shop. The 1<sup>st</sup> level supervisor and the Union Steward shall jointly schedule and conduct a monthly crew briefing together to discuss the above referenced subjects. **In the event the meeting has not been scheduled or has been canceled and not**

**rescheduled, prior to a grievance being filed, the following procedure will apply.**

- 1. Union Steward and supervisor will work together to schedule/reschedule the jointly held meeting.**
- 2. If the above is not successful, the Plant Chair will contact the HR Business Partner to work together to schedule/reschedule the jointly held meeting.**
- 3. If the above is not successful, the Business Representative from the Union's District office will contact the Labor Relations department to schedule/reschedule the jointly held meeting.**

#### **ARTICLE 46 DEVELOPMENT PROGRAMS**

- 46.01** Employees who are approved to attend an accredited A&P schooling program through Textron's Education Assistance Program shall be exempted from mandatory overtime for up to a two (2) year period from the date of enrollment. This exemption will be subject to Company approval.
- 46.02** APPRENTICESHIP. In the event of a reduction in force in a particular division and classification, the apprenticeship program will be temporarily suspended in the particular classification and division in which the reduction occurs. In the event that laid off employees have been contacted for recall; the apprenticeship program shall be reactivated for the purposes of securing a future workforce. Administration of the Apprenticeship program will be handled pursuant to the Letter of Agreement.

#### **ARTICLE 47 TRAINING**

- 47.01** During periods when the Company is engaged in training for skilled jobs, seniority along with requisite capabilities will be given priority in determining the employees who shall participate in this training. Employees desiring training shall file a request for such training. The Union shall be given notice of all requests for training from the employee.
- 47.02** In order that employees can better prepare themselves for the skill requirements of the future and in fulfillment of its obligation to provide to the Union, the Company will, not less than every six (6) months, provide a briefing to the Union of the Company's plans for training in skilled jobs or new technology.
- 47.03** During this briefing, the Company will inform the Union of anticipated schedules of training or introduction of new technology and will identify areas that will be skill impacted.
- 47.04** TRAINING MID-CONTINENT SERVICE CENTER AND TEXTRON AVIATION SITES. The Company will post a list of available classes to solicit application from employees desiring training. The list will be updated as new classes or vendor classes become available. Applications to be turned into the immediate Supervisor.
- 47.05** Training will be dispersed as equally as possible throughout the sections based on seniority within each section, work to be performed, content of class material, and overall shop workload.

- 47.06** Should any problems arise, both Company and Union agree to meet for the purpose of discussion of all factors and to determine corrective action. Should discussions not provide a suitable solution to either party, item will be subject to grievance procedure.
- 47.07** Effective September 17, 2007, employees displaced due to outsourcing or productivity improvements will be eligible for needs-based re-training programs. Employees must apply and will be subject to screening to determine if the employee can perform the essential functions of the job and meet the entry level requirements for the training which is established by the Company. Should a conflict arise concerning the selection of employees for these training opportunities, the language in 47.01 will apply.
- 47.08** Selection of IAM represented SOJT trainers will move from the unilateral decision-making process which exists today, wherein the Company is solely responsible for the selection, to a consultative decision-making process where the Plant Chair in the area where the opening will be filled is involved and provides input to the Technical Training Manager concerning the selection. The Technical Training Manager retains the final decision-making authority.

#### **ARTICLE 48 PLANT RELOCATION**

- 48.01** It is agreed by Textron Aviation Inc., Wichita, Kansas, and Local Lodge No. 774, District Lodge No. 70, International Association of Machinists and Aerospace Workers that if the East Campus, Pawnee Road Plant, Service Parts Center, Mid-Continent Plants or the Wichita Service Center are closed permanently and move to another location, the seniority of the employees at these plants and center shall transfer to the new plants or centers on related work or on work previously performed, based on ability to do the work efficiently.

#### **ARTICLE 49 SUBCONTRACTING**

- 49.01** Prior to layoffs, the Company will meet with the Union to examine subcontracted work to determine whether the specific work covered by any subcontract has been previously performed in the Company's plants. Among the factors to be considered beyond this work being previously performed are: the capabilities of the plant; the terms of the subcontract; costs; and the requirements of any contracts that may be involved. Returning any such subcontracted work to the plant where it was previously performed will be carefully examined and returned to prevent layoffs, if feasible.
- 49.02** During the 1990 negotiations the Union expressed concern over subcontracted work and the impact this may have upon bargaining unit employees. Based upon that concern the Company expressed its willingness to discuss subcontracting during monthly Union-Management meetings called for in paragraph 1.03 of the Agreement. These discussions will include any maintenance work which the Company anticipates having performed by contractors during the forthcoming month. Should the Union seek further examination of any subcontracting matter raised in these monthly Union management sessions, they shall refer the question to the Senior Vice President, Human Resources with whom they will meet within five (5) working days of such request.
- 49.03** It is further agreed that employees will not be laid off as a direct result of subcontracting or offloading of existing work performed at the Wichita facilities unless, prior to the layoff, the Company considers the employee for open bargaining unit positions for which the Company deems the employee is qualified or may be reasonably trained. Employees due to be laid off will be given first opportunity to fill these open bargaining unit positions.

**49.04** If an employee is laid off as a direct result of subcontracting or offloading, the Company shall provide a lump sum payment, based on current hourly pay rate at the time of layoff, according to the following schedule:

<u>Length of Service</u>	<u>Number of Weeks to be Paid</u>
0 – 5 Years	4 Weeks
6 – 7 Years	6 Weeks
8 – 9 Years	8 Weeks
10 + Years	10 Weeks

## **ARTICLE 50 MISCELLANEOUS PROVISIONS**

**50.01** MACHINISTS' NON-PARTISAN POLITICAL LEAGUE. The Company agrees to provide the opportunity for bargaining unit employees to contribute through payroll deduction to the Machinists' Non-Partisan Political League; however, reasonable administrative costs incurred by the Company in providing this will be reimbursed by the Union.

**50.02** THE GUIDE DOGS OF AMERICA. The Company agrees to provide the opportunity for bargaining unit employees to contribute through payroll deduction to Guide Dogs of America. Such deductions will be forwarded to Guide Dogs of America in care of the Union.

**50.03** ACCESS TO VENDING MACHINES. It is recognized that there will be occasions when employees will have access to vending machines during working time. Both the Company and the Union agree that such access will not interrupt work and not be abused.

**50.04** ~~TOOL PROTECTION. The Company and Union will attempt to identify a Company which would provide insurance for the replacement of employees' tools which may be stolen, damaged, or otherwise destroyed on Company property. Should insurance, which is suitable to the parties be found, the Company will make available to employee's payroll deduction for the purposes of paying premiums for that coverage.~~

## **ARTICLE 51 DURATION AND STATUS OF AGREEMENT**

**51.01** This Agreement shall become effective the ~~21<sup>st</sup>~~ ~~23<sup>rd</sup>~~ day of September, ~~2020~~ ~~2024~~ and shall remain in effect through the ~~22<sup>nd</sup>~~ ~~16<sup>th</sup>~~ day of September, ~~2024~~~~2029~~ provided however, that this Agreement may be opened for the purpose of negotiations on wages only or for full negotiations of a new Agreement by mutual agreement between the parties if reached at least sixty (60) days prior to September ~~16<sup>th</sup>, 2029~~~~22, 2024~~, with the right to strike on the part of the Union and the right to lockout on the part of the Company in case of failure of the parties to reach a satisfactory settlement within the sixty (60) day period. Except as provided above, during the life of this Agreement there shall be no strikes on the part of the Union or lockouts on the part of the Company. The Company and Union agree and commit that they will, on the day of the third anniversary of this Agreement, or such other date as either party requests, mutually sign and execute a written amendment to this Agreement, which expressly reaffirms this Agreement for its remaining stated term.

## HISTORICAL INCREASES IN JOB GRADES

OCTOBER, 1981

Production Welders. Production Welders will progress from Grade 5 to Grade 4 at both Pawnee and Mid-Continent Facilities by one of the following methods:

- A. Three years of applicable welding experience and at least one certification.
- B. Perform a job requiring the obtaining of two or more applicable welding certifications. These jobs will be assigned to the most senior qualified employees in accordance with the Company/Union Agreement.
- C. The Company will appoint a working Crew Chief on first shift at the Mid-Continent Facility in Department 123 (Weld Shop) for the term of the Agreement. It is understood and agreed the duties performed by these crew chiefs will be specified by the Company.

The Company and the Union agree to meet after the 1996 negotiations for the purpose of developing a Grade 3 Production Welder classification.

OCTOBER, 1990

Flight & Modification. Effective October 8, 1990, the Company will install the job classification Flight Line Technician Labor Grade 1. Six (6) employees will be affected, three (3) on 1st shift, three (3) on 2nd shift.

These employees will assist in the development of new functional test procedures coordinating with engineering and manufacturing as well as functionally testing and troubleshooting new systems.

Numerical Control Horizontal Operators. Effective October 8, 1990, the Labor Grade 4 N.C. Horizontal Machine Operators will be upgraded to Labor Grade 3 N.C. Horizontal Machine Operators. This upgrade is consistent with the grades of the N.C. Profile Cells and N.C. Round Cells.

~~Wichita Citation Service Center. Effective October 8, 1990, the maximums of the ranges of bargaining unit employees in Dept. 573 will be increased \$.25, with those employees' pay rates being adjusted \$.25 per hour.~~

**This language to remain in effect until January 1, 2025**

JULY, 1993

White Booth Painters. The Labor Grade 5 White Booth Painter will be upgraded to Labor Grade 4 effective July 26, 1993.

Process Loaders. Employees downgraded as a result of the job evaluation in this area will remain classified as Labor Grade 9 Process Loaders and be red circled effective July 26, 1993 at the rate of pay they were earning at the time of reclassification.

OCTOBER, 1993

Tooling. The Company will install a Labor Grade 2 job classification for Tooling effective October 18, 1993 which will be identical to the Labor Grade 1 classification with the exception of the lead, guide and instruct responsibilities. The selection of employees for promotion into the Labor Grade

1 and the Labor Grade 2 classifications based upon qualifications remains the right of the Company. However, a committee consisting of three (3) Union members and three (3) Company members will meet within ninety (90) days after ratification of a new Collective Bargaining Agreement to mutually develop a promotional checklist. Should the parties fail to mutually agree to a promotional checklist, selection of individuals will remain the sole right of the Company.

OCTOBER, 1996

Assembly Skills Adjustment

Effective October 14, 1996 employees in the following classifications will be subject to the terms and conditions of the following agreement:

Assembler, Sheetmetal  
Assembler, Installer  
Assembler, Radio & Electrical  
Installer, Precision Windshield  
Rigger, Control Surfaces  
Rigger, Engine  
Installer, Engine Accessories

Employees hired into the Labor Grade 9 entry level positions of the above classifications will be promoted to the Labor Grade 7 classification of work they are performing upon completion of seventy-five (75) days.

Employees classified in the above listed Labor Grade 7 classifications with less than one (1) year of experience will be encouraged to pass the Cessna Blueprint Test within one (1) year. Employees who do not pass the Cessna Blueprint class will not be eligible for promotion into the Labor Grade 6 classification until they successfully pass the Cessna Blueprint Reading test.

Employees currently classified in the above listed classifications as Labor Grade 7 who have not successfully passed the Cessna Blueprint Test and who have more than one (1) year of experience will be grandfathered to the Labor Grade 6 classification with the understanding they will pass the Cessna Blueprint Test within two (2) years from the date of the agreement.

Upon completion of one (1) year of experience specific to the classification to which the employee is assigned and passing the Cessna Blueprint Test, the employee will be promoted to Labor Grade 6 of the classification of work which the employee is performing.

The Company will evaluate non-Cessna specific experience when making promotion decisions.

In the event of reductions in force, the order of lay off will be as follows:

Labor Grade 9  
Labor Grade 7 without blueprint reading  
Labor Grade 7 with blueprint reading  
Labor Grade 6 consistent with the terms and conditions of the Collective Bargaining agreement.

Self study books will be available for blueprint reading test preparation. The Company will explore opportunities to provide additional Blueprint Reading classes.

Tool And Die Maker And Jig Builder Classifications. Effective October 14, 1996 the length of time required to advance to Labor Grade 2 for employees in the Tool and Die Maker and Jig Builder classifications will be reduced by three (3) years.

OCTOBER, 2001

Effective October 14, 2001 the following positions will be upgraded:

CNC Grinder Operator (Dept. 23) from Labor Grade 4 to 3

CNC Extrusion Cell (Modig and Sabre Machines) from Labor Grade 5 to 4

CNC Router Operator (Fadal, Komo and Trumpf Machines) from Labor Grade 5 to 4

Composite Panel Assembler (Dept. 33, 006, 008) from Labor Grade 7 to 6

Paint Prep Workers from Labor Grade 7 to 6

CNC Tool Maker (Department 68) from Labor Grade 3 to 2.

In addition, the CNC Router Operators will be cross trained on Fadal, Komo and Trumpf. Should the Trumpf Machine be removed from the Alternate Work Schedule it will be reclassified at Labor Grade 4.

## OCTOBER, 2001

Tooling Grade Progression Requirements and Title Changes. Effective 10/14/2001.

Grade 7P: Assistant Tool & Die Maker, Bond Fixture Builder, Pattern Maker and Jig Builder

Grade 7: Apprentice Tool & Die Maker, Bond Fixture Builder, Pattern Maker and Jig Builder

Grade 5: Apprentice Tool & Die Maker, Bond Fixture Builder, Pattern Maker and Jig Builder

Grade 3: Tool & Die Maker, Bond Fixture Builder, Pattern Maker and Jig Builder

Grade 2: Senior Tool & Die Maker, Bond Fixture Builder, Pattern Maker and Jig Builder

Grade 1: Tool & Die Maker, Bond Fixture Builder, Pattern Maker and Jig Builder Specialist

The Tool & Die Maker, Bond Fixture Builder, Pattern Maker and Jig Builder Specialist has no limit in number of people to lead, guide, and instruct. Additionally, the employee is not required to serve as a Senior Tool & Die Maker, Bond Fixture Builder, Pattern Maker and Jig Builder for any set length of time in order to proceed to this level. Entry into the Tool & Die Maker, Bond Fixture Builder, Pattern Maker and Jig Builder Specialist classification has the following requirements:

Successfully complete all of the Grade 2 or Grade 3, Tool & Die Maker, Bond Fixture Builder, Pattern Maker and Jig Builder requirements and a commitment to complete the following training within the first eighteen (18) months on the job:

- Giving Constructive Feedback (3 hours)
- Fostering Improvement Through Innovation (3 hours)
- Participating in Problem Solving Sessions (3 hours)
- Basic CATIA Training (20 hours)

All of the above-mentioned courses are to be arranged by the company, and the exact time and location of courses will be arranged to best suit the needs of each individual employee.

In summary, to attain the Grade 1 Specialist classification you must have two (2) years Cessna tooling experience, and three (3) years varied tooling experience for a total of five (5) years' experience and a commitment to complete all required courses. Experience must be applicable to the job description desired. (Example: 4 years other than Cessna documented Jig Shop experience, and 2 years Cessna Jig Shop experience).

## SEPTEMBER, 2004

~~Effective Monday, October 4, 2004, the maximums of the ranges of bargaining unit employees in the Wichita Citation Service Center who are A&P Mechanics and/or who hold the Avionics classification, will be increased \$.50 per hour with those employees' pay rates being adjusted \$.50 per hour.~~



~~Effective Monday, October 4, 2004, the maximums of the ranges of bargaining unit employees in the Aircraft Completion Center who hold or acquire an A&P License will be increased \$.50 per hour with those employees' pay rates being adjusted \$.50 per hour.~~

**This language to remain in effect until January 1, 2025**

CNC Router Operators in Departments 018 and 027 will be upgraded to Grade 4 effective October 4, 2004. These Operators may be cross trained into other Grade 04 positions.

~~OCTOBER, 2014~~

~~Effective October 18, 2014, the maximums of the ranges of bargaining unit employees in the Defense Completions Center (26EGBD654) who hold or acquire an A&P License will be increased \$.50 per hour with those employees' pay rates being adjusted \$.50 per hour.~~

**This language to remain in effect until January 1, 2025**

SEPTEMBER, 2020

Effective Monday, September 21, 2020 employees classified as Hone Operator 2 will be upgraded to Hone Operator 1, labor grade A.

**SEPTEMBER, 2024**

**Per Letter of Agreement 2021-0004, the below job codes and titles were added into the job classifications that are considered automatic progression after one (1) year of holding the grade C and successfully completing the Textron Aviation blueprint course.**

- **105943 – Graphite Assembler C to 06346 – Graphite Assembler B**

**Per Letter of Agreement 2021-0004, the below job codes and titles were added into the job classifications that are considered automatic progression after two (2) years of holding the grade C and successfully completing the Textron Aviation blueprint course.**

- **105954 – Composite Bond Technician C to 105922 – Composite Bond Technician B**
- **105342 – Metal Bond Technician C to 105964 – Metal Bond Technician B**

**Effective September 23, 2024, classification 76644 – Multi Unit Truck Driver will have a grade A added to the job title. Upon ratification, the Company will establish a new job description pursuant to Article 20 of this Agreement.**

**ADDITIONAL HISTORICAL INFORMATION**

OCTOBER, 2014

For employees working for Beechcraft Corporation that had their Defined Benefit Pension Plan frozen on December 31, 2012, the following is the scale, for that frozen plan, should an employee elect to retire:

Age When Pension Payments Begin	Percentage of Full Pension Employee Will Receive
55	50%

56	55%
57	60%
58	65%
59	70%
60	80%
61	90%
62	100%

SEPTEMBER, 2020

The Company agrees to provide an Employee Assistance Program (EAP). The Company reserves the right to make any changes deemed necessary. The Company will provide notice to the Union at least thirty (30) days prior to the change.