

The background of the entire page is a photograph of the Statue of Liberty. The statue is on the left side, shown from the waist up, holding the torch. The sky is a mix of blue and orange, suggesting a sunset or sunrise. Numerous white, five-pointed stars are scattered across the sky, resembling the stars on the American flag. The text is overlaid on this background.

Collective Bargaining Agreement

between

**L3Harris Technologies
and the
International Union, United
Automobile Aerospace and
Agriculture Implement Workers of
America (UAW) and its Local 967**

August 21, 2022 – August 23, 2025

Weingarten Rights

In 1975, the United States Supreme Court decided in Weingarten vs. NLRB that employees have the right to union representation at an investigatory interview if a reasonable person could believe the meeting might lead to their discipline. These became known as “Weingarten Rights.”

The Supreme Court ruled that the following rules apply during an investigatory interview:

Rule 1: The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

Rule 2: After the employee makes the request, the employer must choose from among three options:

1. Grant the request and delay questioning until the union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately; or
3. Give the employee a clear choice between having the interview without representation, or ending the interview.

Rule 3: If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

ARTICLE	CONTENTS	PAGE
I	Agreement	2
II	Union Security	3
III	Representation	4
IV	Grievance Procedure	8
V	Arbitration	14
VI	Strikes, Stoppages and Lockouts	15
VII	Seniority	16
VIII	Working Hours	24
IX	Wages	28
X	Call-In-Pay	33
XI	Holiday Pay	33
XII	Jury Service	34
XIII	Paid Time Off (PTO)	35
XIV	Shift Differentials	37
XV	Leave of Absence	37
XVI	Illness and Health	39
XVII	Assignability	41
XVIII	Specific Performance	41
XIX	Waiver	42
XX	Management Rights	42
XXI	Qualifications	43
XXII	Safety	43
XXIII	Notice	44
XXIV	Bulletin Board	45
XXV	Non-Bargaining Unit Employees	45
XXVI	Retirement and 401k	46
XXVII	Bereavement Pay	46
XXVIII	Benefits	47
XXIX	Emergency Curtailment of Operations	48
XXX	Duration	48
	Hourly Rates and Labor Grade Schedules	50
	Job Titles, Codes Labor Grades	51
	Index	53
	Calendars	59

ARTICLE I
AGREEMENT

1. This Agreement is to define the working relationship between L3Harris Technologies, Greenville, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local Union, Local 967.
2. When the term “Union” is used hereafter, it refers to the International Union and the Local Union, and when the term “Company” is used it refers to L3Harris Technologies, Greenville, only. The parties intend for the use of the male gender pronoun in this Agreement to refer to both male and female employees, without any discriminatory effect.
3. This Agreement entered into this **20th day of August 2022**, between L3Harris Technologies, Greenville, Texas and the Union evidences the desire of the parties hereto to promote and maintain harmonious relations between the Company, its employees, and the Union, and the willingness of the Company to deal with them through the Union as their Representative.
4. The Company recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local 967 (Greenville, Texas), as the sole and exclusive collective bargaining agent as mutually agreed between the parties on August 6, 1951.
5. It is mutually agreed that the term “employee” includes all production and maintenance employees of the Company’s Greenville, Texas plant, but excludes those employees classified as office and clerical employees, engineering, firefighters, guards, accounting, human resource employees, and all employees considered supervision. It is understood that the above bargaining units can only be changed by future National Labor Relations Board’s certification or by mutual agreement of the parties.
6. In reference to levels of supervision, the first level of supervision will be an employee’s immediate supervisor.
7. The Company agrees to supply each employee with a copy of rules, and regulations of the company concerning Management, safety, police and fire protection, etc., but these rules and regulations shall not be so defined as to abridge the rights of the employee guaranteed by the Agreement.
8. Since this Agreement stipulates wages, hours, and other conditions of employment, the Company will give to each employee on the active payroll, and to each new employee as they are hired, a printed copy of this Agreement.
9. The Company shall make available a **sixty (60)** minute period following new hire orientation for Union officials to meet with new employees who are subject to the Collective Bargaining Agreement.
10. **Employees may opt either to receive a paper check or use direct deposit. If they opt for a paper check, it will be mailed to their address of record.**

ARTICLE II
UNION SECURITY

1. In order to secure the increased production which will result from greater harmony between workers and employers and in the interest of increased cooperation between Union and Management, which cannot exist without a stable and responsible Union, the parties hereto agree as follows:
 - (a) Upon written authorization from each Union member, the Company agrees to deduct the initiation fee, the regular monthly dues of the Union and V-Cap (Voluntary Community Action Program) deductions from his wages.
 - (b) The Union shall furnish the company with a notarized list of those employees covered by this agreement who are new members of the union, along with signed authorization cards. Such list shall contain the PERNR number and the commonly used name of each employee so listed.
 - (c) Deductions shall be made from each weekly paycheck earned totaling one month's dues. Deductions not made for any reason (except Leave of Absence) at the regular deduction period will be deducted from the first paycheck an employee receives, and a supplemental list of such deductions will be submitted to the Union monthly. The parties agree that taxes, old age benefits, insurance premiums, and other deductions required by law shall be made before Union dues are deducted.
 - (d) V-CAP deductions shall be made from each weekly paycheck earned and a supplemental list of such deductions will be submitted to the Union monthly. The parties agree that taxes, old age benefits, insurance premiums, and other deductions required by law shall be made before V-CAP deductions are deducted.
 - (e) In cases where improper Union deductions are made from the wages of an employee, the Union agrees to refund said deductions directly to such employee.
 - (f) All Union deductions shall be remitted to the Financial Secretary of the Local Union during the first week of the following month in which such deductions are made. **The company will make every effort to deliver the dues on time and in full and will work with the union to achieve direct deposit.** The Financial Secretary of the Union shall issue a receipt for the moneys received to the Company Representative who delivers the remittance.
2. Both parties agree that neither it nor any of its officers or members will intimidate or coerce employees to join or not join the Union.
3. The Company will not discriminate against any employee in regard to tenure of employment or any term or condition thereof because of his membership in, or activity on behalf, or sympathy toward, the Union.
4. The Union and the Company agree not to discriminate or retaliate against any employee in connection with compensation, or the terms, conditions or privileges of employment, because of race, color, disability, religion, sex, national origin, age or any other

characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 21.051 of the Texas Labor Code, or any other similar employment discrimination or retaliation laws, rules or regulations.

ARTICLE III REPRESENTATION

1. For purposes of this Article, "The Plant" shall be defined as those areas located in, and at Majors Field, the Metropolitan Greenville, Texas, Area wherein employees work who are included in the Bargaining Unit as prescribed in Article I, entitled Agreement.
2. The Union may be represented by three (3) Zone Representatives on first shift, (provided Bargaining Unit employment on first shift equals or exceeds 1000) one (1) Zone Representative on second shift, and one (1) Zone Representative on third shift. One (1) Zone Representative will be on weekend day Flex Shift (Friday, Saturday and Sunday). One (1) Zone Representative will be on weekend night Flex Shift (Friday, Saturday and Sunday).
3. In the event Bargaining Unit employment on first shift reaches 1250 employees, an additional Committeeperson may then be added. For each additional 500 Bargaining Unit employees assigned to the first shift an additional Committeeperson may then be added.
 - (a) In the event Bargaining Unit employment on second shift reaches 600 employees, an additional Committeeperson may be added for that shift.
 - (b) The total number of Committeepersons will not exceed eight (8) unless mutually agreed to between the parties.
 - (c) Should Bargaining Unit employment levels decrease, the number of Committeepersons would be reduced in the same proportion in which they were added.
 - (d) When a new Zone Representative is assigned, it will be permissible for him to accompany an experienced Zone Representative for training purposes for up to two weeks, subject to extension by agreement with the manager of Labor Relations.
 - (e) Upon notice to Labor Relations, Zone Representatives may be used in other zones and on other shifts when needed.
4. In addition to the above Representatives, the Union shall select one employee who shall be known as the Chairperson of the Plant Grievance committee. That individual is considered to have super seniority, in accordance with Article VII, Section 10, and will be assigned to the first shift. The Zone Representatives plus the Chairperson selected by the Union shall constitute the Plant Grievance Committee.
5. The list of names of the Zone Representatives and Chairperson shall be given, in writing, to the Labor Relations Office as well as any changes in such list, when possible two (2) **working** days, and in any event **one (1) working day** prior to the effective date of assuming office. Such notification shall be made by the Chairperson of the Plant Grievance Committee, or the

designated Representative, except any change in the Plant Grievance Committee Chairperson, the notice shall be made by the President of the Local Union.

6. No individual shall be eligible to serve as a Zone Representative or Chairperson of the Plant Grievance Committee unless they are an employee with the Company. If a Zone Representative is appointed or elected by the Union from a job classification of ten (10) or less, employees, the Company reserves the right to assign available qualified employees to that Representative's job, regardless of job occupation, during such times as the Representative is occupied on Union business.
7. Changes in the number of zones necessary to provide representation for employees working at new areas or bases of operation, as defined in Section 1 of this Article, which may be opened during the life of this Agreement, shall be provided for by mutual agreement between the Local Union and Company.
8. The following Sections 9 through 17 inclusive outline the duties and responsibilities of the Zone Representatives, and the Chairperson of the Plant Grievance Committee in performing their function as recognized Union Representatives.
9. The above group constitutes all recognized Union Representatives, and they shall be active employees with the Company.
10. It is understood and agreed that the primary function of a Zone Representative is to perform the functions set forth in this Article, including duties, such as, investigating, presenting, and adjusting grievances, or disputes, at all levels. Time spent in the performance of these duties will be paid for by the Company. It is further understood and agreed that when not so engaged, Representatives be assigned work in their occupational group. The parties agree that each will cooperate with the other in keeping to a minimum the time spent in duties outlined in this Section.
11. It is understood that all employees including Zone Representatives and the Chairperson of the Plant Grievance Committee are subject to all plant rules regarding the conduct of employees on Company premises. However, it is agreed that no rules are to be applied to the above Union Representatives in a discriminatory manner because of their Union activities.
12. While on a formal leave of absence no employee shall serve as a Zone Representative or Chairperson.
13. Zone Representatives shall report to their Supervisor or in case of their absence, to their designated Representative, at the beginning of their shifts if they have Union duties to perform. The Zone Representative shall be given an authorized grievance and time record by their supervisor or their designated representative as soon as possible, but not during the first thirty minutes of the shift other than in an emergency.
14. Any employee who is serving as a Zone Representative or Alternate shall not be transferred or promoted out of the zone, unless mutually agreed to by the Chairperson of the Plant

Grievance Committee, and the Labor Relations Manager or a designated representative. Such request by the Company shall be presented in writing to the Chairperson of the Plant Grievance Committee and shall be considered as granted unless the Chairperson objects in writing within three (3) **working** days following receipt of such request.

15. Union members will be given permission to be absent or to leave the plant on bona fide Union business upon request of the President of the Local Union, or the designated Representative, providing that:
 - (a) **One (1) working day** advance notice has been given to the Company's Labor Relations Manager or designated representative when possible.
 - (b) The total for which permission is requested to be absent from the plant on any day shall not exceed **twenty (20)** and not more than two of these from any one department, except with proper notice in advance and with the understanding that the Company reserves the right to assign available qualified employees to that Union member's job, regardless of job occupation, during such times as the Union member is occupied on Union business. Time spent out of the plant will not be paid for by the Company.
 - (c) The Union shall furnish the Company with a list of its Executive Board Members and keep such list current at all times.

SOLE DUTIES AND RESPONSIBILITIES OF THE ZONE REPRESENTATIVES

16. The Zone Representative will be given permission to leave his station to perform the following functions:
 - (a) To investigate and, if necessary, present to a supervisor in his zone a grievance on behalf of another employee or group of employees in his zone when his presence has been requested by such employee or employees.
 - (b) To investigate and, if necessary, to present to a supervisor in his zone a grievance on behalf of the Union when he has evidence a violation of the Agreement has occurred in that zone. **Zone Representatives will have access to any area as needed for grievance investigations, consistent with security clearance requirements.** Grievances involving individual employees may not be filed under this clause.
 - (c) To attend the meetings scheduled with the Third Level of Supervision in his zone when a grievance has been appealed to the Second step of the Grievance Procedure.
 - (d) When it is necessary to enter a department or section of department, the Zone Representative shall immediately report to the supervisor of that department or section and advise him of his purpose. In the event of the supervisor's absence, his designated Representative shall act in his place.
 - (e) Nothing contained within this Article and/or Section shall be construed to provide roving privileges to a Zone Representative.
 - (f) To attend the scheduled and special meetings of the Plant Grievance Committee and Management.

- (g) To request the presence of the Third Level of Supervision and the Chairperson of the Plant Grievance Committee to attend a Second Step Grievance Meeting.
- (h) During an absence of a Zone Representative, the Chairperson will notify the Company (Labor Relations Office). The elected Alternate will assume the Zone Representative's duty during such absence **or when more than one representative is requested at the same time**. Every effort will be made to notify the Company **one (1) working day** in advance of such an absence.
- (i) **A Union Representative will be present, if available, whenever employee lockers, locked tool boxes or other personal effects are opened.**

SOLE DUTIES AND RESPONSIBILITIES OF THE CHAIRPERSON OF THE PLANT
GRIEVANCE COMMITTEE

17. The Chairperson of the Plant Grievance Committee will be responsible for the following:
- (a) To refer to Management grievances appealed to the Third Step of the Grievance Procedure before the scheduled meeting in accordance with Article IV, Section 6.
 - (b) To attend special or scheduled grievance meetings between the Union and the Company and to attend the Second Step Grievance Meetings as requested, and act as Chairperson of the Grievance Committee in the presentation of the Union business.
 - (c) To receive on behalf of the Union the Management's answers to grievances following the Third Step Meetings. The Company's written reply will be drawn up in the following manner:
 - (1) Date.
 - (2) Names of those present.
 - (3) Statement of grievance discussed.
 - (4) The Union's statement provided for in Article IV, Section 6.
 - (5) The Company's answer provided for in Article IV, Section 7.
 - (d) To receive the seniority lists prepared by the Management and furnished to the Union as proved in Article VII, Section 8.
 - (e) With the approval of the Company's Labor Relations Manager or a designated representative, the Chairperson of the Plant Grievance Committee will be given permission to perform such other special functions as may be desirable which are not specifically enumerated above.
 - (f) To conduct an investigation of a case, in any unit, subsequent to the receipt by the Union of Management's Second Step Answer.
 - (g) To investigate and, if necessary, to present to the Company's Labor Relations Manager or a designated representative, a grievance on behalf of a laid off employee when he has evidence a displacement has occurred in violation of the specific terms of the Agreement. The Chairperson will present the grievance orally to the Company's Labor Relations Manager or a designated representative who will investigate the matter.

When the grievance is presented orally and not answered or not answered satisfactorily within (1) one work day, the grievance must be reduced to writing on the forms provided by the Company. When the grievance is reduced to writing, it shall be entered at the Third Step of the Grievance Procedure.

- (h) The Chairperson shall be required to perform work within his occupational group when not engaged in performing those duties as listed in this Article. The Chairman shall have a grievance and time record form signed by his supervisor if he has union duties to perform as listed in this Article. The Chairperson of the Plant Grievance Committee will be provided **with a golf cart, if available, a locked private office**, a telephone (equipped with voice mail), **a computer and printer/copier**. This area is to be used by the Chairperson in the conduct of official Union business as defined in this Section.
 - (1) This area so designated will be adequately furnished to facilitate storage of grievance material and other Union administrative files.
 - (2) It is further understood that this is not to be construed as an area where Committeepersons or other persons may gather.
 - (3) This area will continue to be provided to the Chairperson for the duration of the contract, so long as it is used as defined.
 - (4) In the event the area designated above is used for other than the reasons defined, it will no longer be provided.
- (i) In the absence of the Chairperson, a Zone Representative will be appointed to serve the dual function of Zone Representative and Alternate Chairperson. The Union must notify the Company **one (1) working day** in advance of the appointment when possible.

ARTICLE IV GRIEVANCE PROCEDURE

1. In the event of any dispute arising regarding the interpretation or application of any of the terms of this Agreement, or any other grievance or dispute, such matters shall be processed according to the procedure set forth in this Article.

STEP ONE EMPLOYEE AND SUPERVISOR EMPLOYEE AND ZONE REPRESENTATIVE AND SUPERVISOR

2. Step One
 - (a) Both Management and the Union agree that every effort should be made to resolve grievances. Any employee having such a grievance shall request the presence of a Zone Representative to present the grievance in writing using the Company provided Step One Form. The grievance will include all pertinent facts as well as identifying the specific section(s) of the CBA alleged to have been violated and how it was violated, and the remedy sought. When the grievance is presented in writing to the **Supervisor*** through the Zone Representative, it shall be answered whenever possible **by the end**

of the next working day after presentation and the response will include **the disposition and, if denied**, the specific reason for the denial. If the answer is not satisfactory, the Zone Representative can present the grievance to the Second Level of Supervision and attempt to settle the matter. The Second Level of Supervision will respond in writing to the Zone Representative within two (2) working days **with the disposition**. If the grievance is denied, the response will include the specific reason for the denial. If the Zone Representative and the Second Level of Supervision are unable to settle the grievance, the grievance may be entered at Step Two as provided.

- (b) When the grievance is settled at any level in Step One, the Zone Representative and the Manager of Labor Relations will be notified and provided with the original Step One Grievance Form and all related documentation.

[*NOTE: Where the grievance involves more than one department, the grievance will be filed with the employee's supervisor who will provide a copy to the supervisor who allegedly violated the contract.]

STEP TWO

ZONE REPRESENTATIVE, THIRD LEVEL OF SUPERVISION

- 3. If the Zone Representative is not satisfied with the Second Level of Supervision's answer at Step One, within two (2) **working** days, but not thereafter, the grievance must be reduced to writing on forms provided by the Company in triplicate. When the grievance is reduced to writing there should be set forth in the space provided all of the following:
 - (a) A statement of the grievance and the facts upon which it is based.
 - (b) The remedy or correction requested.
 - (c) The Sections of this Agreement claiming to have been violated.
 - (d) The signature of the aggrieved person **or the Zone Representative**.
 - (e) Grievances filed on behalf of the Union must be signed by the Zone Representative.
 - (f) The Zone Representative will deliver the first and second copy to the aggrieved employee's Second Level of Supervision, and the Second Level of Supervision will sign and note the date and time of receipt. The second Level of Supervision will deliver the grievance to the Third Level of Supervision. All grievances delivered to the Second Level of Supervision will be subject for discussion.
 - (g) In cases that involve a Second or Third Level of Supervision in a different zone, the Zone Representative will coordinate his actions with Labor Relations as to investigation, delivery of answers and scheduling of and attending Second Step Meetings.
- 4. Even though a verbal decision may or may not be given at the meeting, a written decision will be made on the original grievance forms in the space provided, setting forth the specific reasons and facts for denial. Such decision shall be made whenever possible within **one (1)**

working day of the date of the meeting, and in any event within **three (3) working days**. The second copy of the grievance complete with the Second Step Answer will be returned to the Zone Representative involved.

5. If the grievance is not settled satisfactorily at Step Two, the Zone Representative may request the presence of the Chairperson of the Plant Grievance Committee to make a joint investigation to determine the advisability of appealing the case to the Third Step of the Grievance Procedure. Such appeal must be made within five (5) **working** days from the written decision. The Chairperson of the Plant Grievance Committee shall be notified immediately.

STEP THREE

PLANT GRIEVANCE COMMITTEE, LOCAL UNION PRESIDENT, MANAGER OF LABOR RELATIONS AND/HIS REPRESENTATIVES

6. Should the Chairperson of the Plant Grievance Committee decide to refer the case to the Third Step Meeting he shall set forth clearly in writing:
 - (a) A complete statement of facts upon which the grievance is based, including any additions to or corrections of, such facts previously set forth.
 - (b) The Union's reasons for appeal.
 - (c) The remedy or correction requested.
 - (d) The section, or sections of this Agreement the Union claims have been violated.

The Chairperson of the Plant Grievance Committee shall make the necessary notations on the "third step grievance appeal" form and shall deliver it **along with a copy of the completed Step One and Two forms** to the Labor Relations Department within five (5) **working** days. Union representation at Third Step Grievance Meeting with Management shall consist only of the Chairperson of the Plant Grievance Committee and the Zone Representative who filed the grievance which is to be heard, in the Third Step Grievance Meeting. It is understood that the President of the Local Union and the International Representative may attend Third Step Grievance Meetings at their discretion.

7. A written reply to the grievance will be given by the Manager of Labor Relations or his designated Representative. Such reply shall be made within five (5) **working** days after the meeting. If the grievance is denied, the Company shall set forth in its answer the following:
 - (a) Its position with respect to said grievance.
 - (b) A complete statement of the reasons and facts in support of the Company's position.
 - (c) The section, or sections of this Agreement, if any, relied upon by the Company in reaching such answer. Two (2) copies of the Company's answer, with notations covering date and time of delivery and space provided for signature of the Chairperson of the Plant Grievance Committee for receipt purposes, will be returned to the

Chairperson of the Plant Grievance Committee by the Manager of Labor Relations or his Representative.

GENERAL PROVISIONS OF THE GRIEVANCE PROCEDURE

8. Any employee having a grievance in connection with his work **will ask his/her supervisor to call his Zone Representative. The supervisor will send for a Zone Representative within one (1) hour whenever practicable. When the Zone Representative arrives, the employee** may take the matter up with his Union Representative during working hours without loss of pay as provided in this Article. Other than in emergency situations the Supervisor will not be required to call Union Representatives during the first thirty (30) minutes of his shift.
9. When an aggrieved employee or group of employees are desirous of having the Zone Representative called to their job, a request for the Zone Representative will be made by such employee or group of employees to their Supervisor, and the Zone Representative shall be sent for by the Supervisor, (subject to Article IV, Sections 2 & 9). The Zone Representatives will be sent for immediately in the following time sensitive situations: Discipline, PTO, Shift Preference and Overtime. Discipline includes suspension pending investigations. Upon his arrival in such department, the Zone Representative will contact the supervisor and present a grievance and time record signed by his supervisor. In the event of the Supervisor's absence, his designated Representative shall act in his place.
10. Meeting of the Manager of Labor Relations and/or his representatives and the Plant Grievance Committee shall be scheduled weekly; however, if there have been no grievances submitted twenty-four (24) hours prior to the scheduled time for the meeting, such meetings shall automatically be canceled. Emergency meetings may be arranged by mutual agreement upon request of either party. The Union may have a reporter or stenographer present to make such notes as it deems necessary.
11. In the event of failure by the Union to appeal any decision of a grievance given at the Second Step of the Grievance Procedure, within five (5) **working** days of receipt by the Union of such decision, the case will be considered settled on the basis of the decision so given. Except that any grievance not appealed to Third Step will be considered settled without prejudice to either party.
12. There is no responsibility on the Company to make an adjustment in any grievance unless it is presented within **five (5) working days** after the employee has knowledge of the act which is the basis of the grievance. In no event shall any disposition or award upon any grievance provide for retroactive pay for more than **sixty (60)** calendar days prior to the date such grievance was filed. **The recovery of erroneous overpayments will be limited to sixty (60) days.**
13. Two (2) persons from the group consisting of duly accredited International Representatives, the Local Union President, and Chairperson of the Plant Grievance Committee, shall be permitted to investigate a grievance subsequent to the receipt of the Union or Management's

Third Step Decision, if in the opinion of the Union such an investigation is warranted in order to determine the advisability of appealing the matter to arbitration. Before making such an investigation, the President of the Local Union or his Representative shall notify the Manager of Labor Relations or his designated Representative, not less than **one (1) working day** in advance, who will make the necessary arrangements for the investigation. Such investigation shall be in accordance with Company regulations and rules respecting plant visitors. Time spent by the Chairperson will be paid for. It is understood that the Company shall pay for the President's time while investigating such grievance only in the event the Chairperson of the Plant Grievance Committee is absent from the plant.

14. Any of the periods within which any of the acts required in this Article are to be performed may be extended by mutual consent of the parties. In computing the time within which the acts herein are required to be performed, Saturdays, Sundays, and holidays shall be excluded.
15. The Company agrees that the President, Zone Representative, Chairperson of the Plant Grievance Committee, and any other recognized Union Representative shall not be hindered, coerced, restrained, or interfered with in the performance of their duties on investigating, presenting, and adjusting grievances or disputes as provided in the Grievance Procedure.
16. The Union agrees that neither the Union nor its members will intimidate or coerce any employee with regard to his right to work or with respect to Union activities or membership, and there shall be no solicitation of employees for Union membership on Company time.

EMPLOYEE DISCIPLINE

17. If it becomes necessary for Management to discipline any employee, other than in discharge cases, the Supervisor will inform the employee that he is initiating disciplinary action and the reason therefore. The Company will take prompt disciplinary action after reasonable investigation, but in no event after ten (10) work days.

The ten (10) workday limit to assess discipline applies to all shifts and schedules, including weekend flex assignments. The company will make every effort to assess discipline as soon as possible.

18. If any employee is given a disciplinary layoff, they shall be given the opportunity upon their request to present their grievance to their Zone Representative as provided in the grievance procedure before being given such disciplinary layoff. The suspensions of employees pending further investigation shall be processed as expeditiously as possible.
19. In cases of disciplinary layoff or discharge of employees for infraction of shop rules or other misconduct, the Union reserves the right to seek modification or elimination of such penalty regarding seniority and compensation in whole or in part on the ground that the employee was unjustly disciplined, and such protest shall be handled according to the Grievance Procedure including the right to appeal to Arbitration.

In order that employees working various shifts receive the same number of hours pay lost due to a 3 day suspension, the parties agree that a 3 day suspension will constitute 24 hours' pay. For example, 24 hours represents:

- **3 days off for employees working 5 eight hour days;**
- **2 days off for employees working 3 twelve hour days;**
- **and, 4 hours at the end of one shift plus the following 2 days for employees working 4 ten hour days.**

20. The test which shall be used as a basis for disciplining an employee for productivity or workmanship not up to standard shall be the productivity and/or workmanship of a normal employee in the same job classification reasonably exercising his working capacity on a similar job which has similar skill requirements.
21. Any employee who has not received demerits for a period of one hundred and eighty days (6 months), excluding leaves of absence or layoff time, shall have demerits, if any, voided from their record. The Company agrees that an employee will clear their record, that is; any notice to employee forms reflecting disciplinary action will be voided after 6 months from the date of issuance, provided no other disciplinary action has been invoked during that period, excluding leaves of absence and layoff time. Once their record is cleared, the demerits will not be used against them for any reason. Inactive demerits will not be used in arbitration or in any disciplinary cases. Any demerits voided through the Grievance Procedure will not be used against the employee for any reason.
22. When a seniority employee is to be discharged his supervisor will escort him to a suitable location (private office) and in the presence of a Human Resources Representative, notify the employee of his rights to Union representation. An interview will take place prior to the employee being discharged. If the employee requests Union representation, the Chairperson of the Plant Grievance Committee or his designated Representative will be allowed to attend the termination interview. It is understood the Union Representative has the right to discuss the matter briefly with the employee privately. When representation is required, terminal interviews for night shift employees will be held the beginning of the first shift the following day. If an employee does not desire Union representation, he will sign a statement to that effect. The Zone Representative or the Chairperson of the Plant Grievance committee will not be called, however, even if requested by the employee, if the discharge involves disorderly conduct or threatening conduct on the part of the employee. The Zone Representative or the Chairperson of the Plant Grievance committee shall have the right to appeal the discharge for an employee who requests Union Representation through the discharge procedure within **five (5) working** days from the date thereof. Such grievance will be admitted into the Third Step of the Grievance Procedure. It is specifically understood that this special procedure is not a part of the Grievance Procedure and that the Zone Representative or Chairperson of the Plant Grievance Committee is made available for the purpose of being informed of the discharge action taken by the Company; bargaining concerning the merits of the Company's action shall be had in the Grievance Procedure.

ARTICLE V
ARBITRATION

1. (a) It is agreed that only grievances involving alleged violations with respect to the interpretation or application of the terms of this Agreement may be appealed to the impartial Arbitrator for an award. Any action taken or not taken which is required or prohibited under the terms of this contract or previous contracts, but which took place prior to or during the period of the strike is not subject to the grievance procedure or arbitration.

(b) **Prior to submitting a case to Arbitration the company, local union and international union representatives shall meet and make a final attempt to resolve the matter and, if not settled, to exchange any and all documents to be introduced at the Arbitrator hearing.**
2. The Arbitrator shall be prohibited from changing, adding to or subtracting from the wording or terms of this Agreement or any supplementary written, approved agreements entered into mutually by the parties. Any case appealed to the Arbitrator on which he has no power to rule shall be referred back to the parties without decision.
3. The Union may request that grievances as defined in Section 1 of this Article presented by it be submitted to arbitration, and should the Union request that a grievance presented by it be submitted to the Arbitrator, the Company shall agree to the submission.
4. If a grievance coming within the scope of Section 1 above is not settled satisfactorily at the Third Step of the Grievance Procedure and the Plant Grievance Committee believes it has grounds for appeal from the Third Step Decision, the Chairperson of the Plant Grievance Committee, or his designated representative, will give the Manager of Labor Relations a written "Notice of Appeal to Arbitration".
5. Upon the submission of a grievance or dispute to arbitration, the Company and the Union shall set forth in writing specifically the issue or issues, as previously set forth prior to and during the Third Step Meeting, together with supporting information. Included in its statement of issues, the appealing party shall cite the section or sections of the Agreement it claims have been violated and the redress it expects from arbitration. The Arbitrator shall confine his decision to the statements of such issues. No facts shall be presented by either party during arbitration, which were known, but not disclosed during the course of the grievance procedure.
6. After a case has been appealed to the arbitrator, it shall not be withdrawn by either party except by mutual consent. If the grievance is settled short of arbitration, the party yielding shall bear any and all expenses unless mutually agreed to.
7. The arbitrator shall make such investigation as he deems proper and may examine the witnesses of each party. Each party shall have the right to cross-examine witnesses. When any investigation is conducted by the arbitrator in the plant or at the Union Hall, he shall be accompanied by at least one representative of the Company and of the Union.

8. The arbitrator or either party may at his or their option employ the services of a stenographer and/or reporter at all such hearings to make a record of the proceedings.
9. Exhibits introduced by one party may be examined by the other party during the course of the hearing.
10. The arbitrator or the Union may call any employee as a witness at any proceeding before the arbitrator, and the Company agrees to release said witness from work if he is on duty.
11. Each party shall be responsible for the expense or expenses of any witness it calls.
12. The decision of the Arbitrator shall be final and binding upon both parties.
13. The Arbitrator shall render his decision in writing not later than ten (10) days after he has completed his hearing on any grievance, unless unilaterally extended by the Arbitrator for an additional ten (10) days, but in any event within thirty (30) days after completing his hearing.
14. The compensation and all expenses of the arbitrator and the hearing shall be borne equally by the Union and the Company.
15. The Company and the Union Representatives shall request a panel of nine (9) arbitrators from the Federal Mediation and Conciliation Services (FMCS). The Union and the Company, after the receipt of said list, shall each have the right to strike four (4) names from it in the following manner:
The Representatives of the Company and the Union shall determine by lot the order of elimination, and thereafter each shall in that order alternately eliminate one (1) name until only one (1) remains. The ninth or remaining person shall thereupon be accepted by both the Union and the Company as the Arbitrator.
16. No grievance shall be appealed to Arbitration by the Union until the Union has availed itself of the full procedure set forth in the Grievance Procedure outlined in Article IV. All such grievances or disputes shall be considered finally settled and not subject to Arbitration unless the "Notice of Appeal" is received within ten (10) days, excluding Saturdays, Sundays, and Holidays, from the date of receipt by the Local Union of Management's Third Step Answer as provided for in the Grievance Procedure.

ARTICLE VI STRIKES, STOPPAGES AND LOCKOUTS

1. During the life of this Agreement, the Union will not authorize, cause, engage in, sanction, assist or permit its members to cause, nor will any member of the Union take part in any slowdown, work stoppage or strike, or any curtailment of work or restriction of production or interference with production of the Company. The Union will not cause or permit its members to cause nor will any member of the Union take part in any slowdown, work stoppage or strike of the Company's operations or picket any of the Company's plants or premises, located at Majors Field, Greenville, Texas.

2. In the event that any member or members of the Local Union or the International Union shall call, engage in, sanction or assist in any unauthorized slowdown, work stoppage or strike against the Company or shall refuse to perform services duly assigned when directed to do so by the Company, the Company agrees that it will not file or prosecute any action for damages arising out of said unauthorized slowdown, work stoppage, strike or refusal to perform services, provided that the Local Union, its Officers and Representatives comply with the following provisions:
 - (a) That each of them jointly and severally shall immediately, and in no event later than twenty-four (24) hours, disavow and refuse to recognize any picket line or lines established as a result of said unauthorized slowdown, work stoppage or strike against the Company or refusal to perform services; that each of them will instruct their members by posting written notices throughout the plant or by newspaper ads or other communication media not to respect or recognize any said picket line or lines; and in addition, each will do everything within their respective powers to secure the establishment and disbanding of any said picket line or lines; and
 - (b) That each of them jointly and severally shall immediately take or cause to be taken all affirmative action to demand cause and require each and every member to perform the terms and conditions of this Agreement. In accordance with a 1983 Supreme Court ruling, failure of the Local Union, its officers and representative to comply with Article VI, Section 2 (a) and Section 2 (b) will be grounds for enhanced discipline.
 - (c) Any employee who fails to return to work immediately or refuses to perform services duly assigned when directed to do so by the Company, after such action is taken by the Union as set forth in 2 (a) and (b) above, the Union agrees that the Company may take whatever disciplinary action it deems appropriate, including discharge, and the degree of such disciplinary action shall not be reviewable through the Grievance and Arbitration Procedure provided for in this Agreement.
 - (d) Nothing in this Section shall preclude any right to which the Company previously was entitled to seek legal or other redress of any individual who has caused damage to or injury to or loss of Company property nor does the Company cede any rights in this regard to which it may be entitled by future legislation.
3. During the term of the Agreement, the Company shall not cause, permit or engage in any lockout of its employees.

ARTICLE VII SENIORITY

1. Seniority shall be:
 - a. By occupation within the Third Level of Supervision.
 - b. By occupation within the Functional Business Area.
 - c. By occupation plant-wide.

- d. **In the event two (2) or more employees have the same seniority date, the employee with the earliest clock number will be considered to be the senior employee.**
2. Probationary employees: An employee shall be considered a probationary employee for ninety cumulative days in a one hundred and **twenty (120)** consecutive calendar day period (excluding leaves of absence) after he has been transferred to his occupational work unit and is performing duties normally associated with his regular occupation, exclusive of any initial, formalized training period, and leaves of absence. Thereafter, his seniority shall be retroactive back to his last date of hire. An employee's probation period may be extended when a change in occupations occurs during the probation period, for a period of sixty (60) additional calendar days. Under certain circumstances and with prior notification to the Union, an employee's probationary period may be extended when such employee has been hired into a job requiring high level security clearances/access requirements, etc., and such approvals or access cannot be granted during the normal probationary period.
3. Promotions, transfers and shift preference. The hiring, promoting, transferring and assignment to shifts of employees is the responsibility of Management subject to the current job descriptions and the following:
 - a. Promotions **by bidding** or transfers to other occupations:
 - (1) As openings occur within an occupation, postings including job description and/or job requirements will be made on all job posting boards in areas readily accessible to employees for seven (7) calendar days. Interested employees **in other occupations (except trainees) may** bid for the available openings by submitting the Bid Information Sheet **available in Labor Relations**. Except that new hires may not bid on any job resulting in a promotion to a higher labor grade for a minimum six (6) month period of time. New hires may not bid on any job with a lower labor grade for a minimum twelve (12) month period of time. Reposting of job openings will not be required within one hundred eighty (180) days of previous postings for the same classification.
 - (2) When experience and qualifications are equal, the most senior employee will be selected. If no employee who bids is selected to fill the opening, it may be filled by **external hiring**.
Eligible bidders immediately upon return from paid time off, jury duty, temporary layoff (for length of such paid time off, jury duty, or temporary layoff), or any short term leave of absence of two (2) weeks or less, will be allowed to protest the promotion of a less senior employee who has been promoted on the basis of the posting.
 - (3) An eligible bidder is defined as:
 - (a) An employee who, if successful in his bid, would receive a transfer to another occupation, or
 - (b) A promotion to a higher labor grade from another occupation, or a transfer from another occupation of equal or higher labor grade.

- (c) An employee whose experience or training qualifies him to satisfactorily perform the job without special training.
 - (d) Exceptions to the above would be: employee recruited to fill specific skilled jobs and/or selected to receive special training for specific jobs may be declared ineligible for a period of twelve (12) months. In such cases, the Chairperson of the Local Plant Grievance Committee will be so notified.
- (4) When experience and qualifications are equal, the most senior eligible bidder will be selected in the order defined in Article VII, Section 3 (a) (2) above. Such employee will be promoted and assigned to the posted job. Promoted employees will be required to satisfactorily perform the job without special training.
 - (5) An employee who refuses the job during or subsequent to the interview or an employee who bids and who has been disqualified (unless the disqualifying limitation(s) has been corrected) may not bid for a period of twelve (12) consecutive months for openings in the same job classification. An employee who bids into an occupation may not bid on any other job for a period of six (6) months. All individuals disqualified on a bid list will be told of the reason(s) for their disqualification.
 - (6) An employee filling an opening in a grade equal to or lower will enter at the maximum of the grade or his present rate, whichever is lower.
 - (7) The Chairperson of the Plant Grievance Committee will receive copies of the bids and be notified as to who the successful bidder(s) was on a job that was posted.
 - (8) **If the bidder accepts the job, they will be transferred into the new occupation as soon as possible. The company may hold the employee for a maximum of 30 calendar days in their present occupation for business reasons.**
 - (9) **If additional employees are needed, after Section 3(a)(1) and Section 3 (a)(2) are exhausted, the opening will be filled by outside hiring.**
- b. Shift changes (**e.g., day shift, night shift, weekend day shift, weekend night shift**). It is understood that in order to meet certain business needs shift transfers and the establishment of new or temporary shifts may be necessary. Shift changes will not occur without **three (3) working days** advance notice, except by volunteers. The Company agrees to the principle that shift preference for available job openings within the classification by occupation beginning under the third level of supervision shall be filled by **Qualified volunteers** by seniority.

Failing to obtain sufficient volunteers the openings will be filled by the least senior qualified employee within the classification by occupation beginning under the third level of supervision. Exceptions to the above may be made when the establishment of temporary shifts or an emergency requires a nucleus of experienced workers. In such

situations, the shift assignments of employees transferred out of line of seniority shall be limited to **sixty (60) calendar** days.

When employees are transferred out of line in seniority by this clause, the matter will be discussed by the Manager of Labor Relations and the Chairman of the Grievance Committee. Employees will not be subject to this clause more than twice in a 12-month period from the date the initial shift assignment was made. Supervision structure will not be arbitrarily changed for the purpose of limiting/preventing shift changes. The Company shall determine the qualifications of employees, including who are qualified employees. **For the purposes of this Article, whenever the words “qualified employee” are used, they shall mean an employee who can do the work without special training.**

- (1) The Company agrees to maintain a list of Bargaining Unit employees requesting shift preference under the third level of supervision (**formerly known as AVO List**). It is understood shift preference for available openings will be given to the senior qualified employee under the third level of supervision.

It also is understood that the Company may retain a sufficient number of qualified employees on each shift to ensure the efficient performance of work.

- (2) **Except for leave of absence or where additional training is required, new employees will not be held on their initial shift longer than 120 calendar days from their date of hire when senior employees are on the shift preference list.**
- (3) When seniority employees are transferred from one third level of Supervision to another, the employee(s) transferred will be considered for shift preference purposes as if his third level of supervision seniority is in the receiving third level of supervision.
- (4) Once an employee changes shifts at his request, he will not be permitted to request another shift change for twelve (12) months.

- c. Loans from one occupation to another are at times required under the terms of this Agreement. When the Labor Relations Department has been made aware of a loan situation the Chairperson of the Plant Grievance Committee will be notified in writing of the particular details **one (1) week in advance of the implementation**. When such situations arise that require loans from one occupation to another to prevent and/or forestall layoffs, the Company will notify the Union in advance and if problems occur will meet with the Union to resolve any misunderstandings or problems.

- (1) However, the Company will not loan an employee into another occupation within a ten (10) day period after the day of layoff within the receiving occupation. Loans will not exceed two (2) weeks when there are employees on layoff status in the group into which loaned.

- (2) In the event loans continue beyond six (6) weeks, and a complaint is registered, such complaint should be registered by the Chairperson of the Plant Grievance Committee with the Labor Relations Manager or a designated representative. If an understanding cannot be reached, such complaint would be subject to a Third Step Displacement Grievance filed by the Chairperson as provided for in Article III, Section 17(g).
- (3) Loans from one occupation to another will be administered, when possible using volunteers by work group. If there are insufficient volunteers, then the least senior qualified employees in the work group affected by the change in business conditions will be loaned. If an entire work group is affected, then the entire work group will be loaned out.

d. Changing Occupations

- (1) When an employee changes occupations by successfully bidding he shall retain his seniority in the original occupation for a period of sixty (60) calendar days and thereafter his entire seniority shall apply only in his new occupation. Employees bidding into an occupation will have a qualifying period of sixty (60) days.
- (2) When an employee is rehired or transfers in lieu of layoff, into an occupation where he has no contractual recall right, he may exercise the following options:
 - (a) At the time of rehire or transfer he may elect to have his seniority connected in the occupation into which he is rehired or transferred.
 - [1] Should he elect to have his seniority connected and after he has been in the new occupation for sixty (60) calendar days his entire seniority shall apply only in the new occupation.
 - [2] Should he elect not to have his seniority connected, he shall retain his seniority in his original occupation. If recalled within twelve (12) months from the date of rehire or transfer, he must accept the recall to his original occupation or break seniority.
 - (b) After having remained on the payroll for twelve (12) consecutive months he may again elect to connect or not connect his seniority into the occupation into which he was rehired or transferred.
 - [1] Should he elect to have his seniority connected, his entire seniority would then immediately apply only in the new occupation.
 - [2] Should he not elect to have his seniority connected he shall retain a recall right to his original occupation and if recalled, must accept the recall or break seniority.
 - [3] In the event he is not recalled to his original occupation within three (3) years from date of layoff, and has not elected to have his seniority connected, he will have date of entry seniority into the new occupation in which he is working.

- [4] An employee who elects not to have his seniority connected in accordance with Section [2] above, may bid to have his seniority connected when a bid list is posted for his current occupation.
- e. Employees will not accumulate seniority unless they are in a Bargaining Unit position. Exceptions will be made for employees who go off site to support a field service team, or at a customer's request for a period of two years or less. These employees' seniority will continue to accumulate and no loss of seniority will occur during that time period.
- (1) It is mutually understood by the Company and the Union that bargaining unit employees who accept and complete temporary Field Service assignments outside of the bargaining unit shall, upon their return to the bargaining unit have the time on such temporary assignments credited toward the time needed to qualify for the next Automatic Wage Progression (AWP) increases for their hourly rates of pay.
 - (2) The Parties stipulate that temporary Field Service assignments performed are not bargaining unit work. Management reserves the right to terminate such assignments at any time for business reasons.
 - (3) If employees become subject to discipline while on such assignments, the discipline will not be effected until their return. Upon their return to the bargaining unit, they will be entitled to representation by The Union. The time limits will not apply until they return.
4. Management has the exclusive right to excuse employees from work who volunteer to be off due to temporary delays in production schedules (one (1) day to six (6) weeks). A list of employees will be sent to Labor Relations for approval.
5. Layoffs
- a. For extended periods of reduced production, employees will be laid off according to their classification within the occupation. Probationary employees within the occupation will be laid off before any seniority employees. Trainees within the occupation will be laid off next by low seniority before going field wide for that classification. If it is necessary to layoff additional employees it will be according to their plant wide occupation seniority.
- (1) Any employee may voluntarily request to be laid off out of line of seniority. Such request must be written and signed by employee.
 - (2) Management's decision as to whether or not a request will be honored shall be final.
 - (3) If Management agrees to honor such a request, the employee will be laid off and placed at the bottom of the recall list for his respective occupation. He will remain in this status until he is recalled or loses his seniority; except that: At any time within the three-year period after taking a voluntary layoff,

and before being recalled the employee may request in writing that he be placed in the status of their full seniority on the recall list. At this time they will be taken off the bottom of the recall list and placed in line of seniority and will be subject to recall in line of seniority as openings occur. Such change in recall status will in no way extend the three-year period effected on the date of the voluntary layoff. In the event that these employees are subject to recall prior to their having submitted a request as outlined above, the least senior shall be the first recalled. Under no condition will any employee in this status be recalled for the purpose of replacing a less senior employee presently on the payroll.

- b. Management will give affected employees **three (3) working days** notice prior to a layoff in the plant. The Chairperson will be notified within **three (3) working days** or as soon as practical after affected employees have been notified of such layoff. Management has final discretion to pay employees rather than allowing them to work the next **three (3) working days**.

6. Rehiring Laid Off Employees

- a. In increasing the working force, employees will be called back to fill jobs in their occupation in order of their seniority, provided they are physically qualified to do the job. They shall be placed back at their old rate of pay or the minimum of the current rate, whichever is greater, plus any general wage increases, other than automatic progression, they would have received had they not been laid off. Any employee who is temporarily unable to accept employment due to medical reasons when recalled shall, upon request, be granted a leave of absence at the time of recall, subject to the provisions of Article XVI, Section 7. Employees with ten (10) years or more seniority may waive their recall right and be placed at the bottom of the recall list on a voluntary layoff. Those employees would then be subject to recall in accordance with Section 5 above. When recalling employees the Company will attempt to place the most senior employees on the shift of their choice based on qualifications within the Third level supervisor group involved.
- b. Employees who by reason of their seniority (1) were retained in the plant and transferred to a lower classification rather than being laid off, (2) were laid off and upon recall accepted a lower classification, or (3) who had bid back into their former occupation, may, as openings occur, be placed in their former higher rated classification in line with their seniority and in the same automatic progression position previously held, and be given credit for any general wage increase. Employees will not be returned to their former higher rated classification when it has been demonstrated they are not qualified to perform the current requirements of the higher rated classification. Any employee being recalled in his occupation to a labor grade lower than the one he possessed at the time of his most recent layoff, may decline the lower rated job without a loss of seniority and remain on recall for his higher rated job. This will in no way, however, extend a laid off employee's seniority beyond the three year layoff period as agreed in Section 9.

- c. When an employee is recalled under the provisions of Article VII, Section 6 (b), or is selected to change occupations on the basis of the bid list, the Company shall have the right to retain said employee on his present job for a period not to exceed thirty (30) **calendar** days; however, the employee will be reclassified to his new classification and rate or retained in his current classification and rate if the reclassification is to a lower labor grade. It is understood that the employee shall be entitled to overtime in the work group in which he is physically working and shall not be considered a displacement.
 - d. In the event two (2) or more employees have the same seniority date, layoffs will be made by the **clock** number as of the current seniority list.
 - e. The Company will provide the Union two (2) copies of all layoffs and recalls.
7. It is agreed by the Company and Union that the employment of certain employees as defined below shall not be governed by seniority rules. Such employees will be retained only because no other employees possess the required clearance, skill, license, certifications or relevant experience to perform the necessary work. A list of such persons will be developed and the list will be given to the Chairperson of the Plant Grievance Committee at least Thirty (30) Days prior to implementation of this section.

Upon request by the UAW, the Company will immediately begin the training, clearance process, etc., of such more senior employees after a workforce reduction. When the more senior employees become qualified to perform the work, rules of seniority will govern.

It is understood that the Company may retain a sufficient number of employees on off-shifts to meet the needs of the service.

8. Management will prepare a seniority list each month. One (1) copy will be given to each Zone Representative, Chairperson of the Plant Grievance committee and one e-mailed to the Union Hall. The seniority list will contain the job code number, shift **details** and the names, **employee number** and seniority dates of employees in the Bargaining Unit. Each Department Administrator will have a copy of the current seniority list for an employee's review. Management will prepare a list of Bargaining Unit employees on leave of absence (LOA) and that **are no longer in the bargaining unit including reason why (e.g., termination, resignation, transferred out of bargaining unit, etc.)** each month, including retiring bargaining unit employees. One (1) copy will be e-mailed to the Union Financial Secretary at the Union Hall.
9. Seniority shall be terminated for the following reasons:
- a. If the employee quits.
 - b. If the employee is discharged.
 - c. If a laid off employee fails to report to work within three (3) **work** days after being notified by certified mail, return receipt requested, or ten (10) work days after postmark of certified mail that a job is available. If an employee is unable to report to work within three (3) **work** days after having been notified, any extenuating circumstances that may have prevented him from doing so will receive fair consideration by the Management

when he is able to make an appearance at the Company's Employment Office. Employees who do not respond within five (5) **work** days of postmark of the recall letter will be bypassed. During the next five (5) **work** days, if they respond they will be placed back on the recall list for the next available opening, or if they do not respond seniority will be broken. Those who report to the Company Employment Office within ten (10) **work** days of postmark of letter recalling him will be reinstated if opening still exists or remain on layoff for the next available opening.

- d. If the employee on layoff has failed to keep Personnel Records notified of his current address. Each employee, at time of layoff, will be given two (2) copies of a "Change of Address" form. Employee who reports to the Company Employment Office within ten (10) **work** days of postmark of the letter recalling him, but after letter is returned due to insufficient address, will be reinstated if opening still exists or remain on layoff for next available opening.
 - e. If the employee is laid off longer than three (3) years.
 - f. If the employee is absent for four (4) working days without notifying Labor Relations. Failure to justify such unreported absence will constitute a voluntary quit.
 - g. If an employee on layoff voluntarily forfeits his recall rights and provides such written notice to the Company, a copy of which will be provided to the Union.
 - h. If an employee exceeds the maximum time allowed for Medical Leave of Absence in accordance with Article XVI, Section 4.
10. For the purpose of maintaining Union representation at the time of layoff, members of the Local Union Executive Board (not to exceed two (2); (President, and Chairperson) shall head the plant –wide occupation seniority list in their respective occupations. At the time of a layoff, Zone Representatives shall be the last to be removed from their occupations in their assigned zones. It is understood that these above mentioned individuals may be retained on a job they are capable of doing. The **Local Union President and Chairperson of the Plant Grievance Committee** shall be assigned to the first shift, regardless of seniority.

ARTICLE VIII WORKING HOURS

- 1. Workweek General
 - (a) The standard work week for the purpose of computing overtime shall be forty (40) hours worked.
 - 1) Time and one-half will be paid for time worked in excess of forty (40) hours in the employee's work week **including premiums and shift differentials.**
 - 2) Double time will be paid for time worked in excess of fifty (50) hours in the employee's work week **including premiums and shift differentials.**
 - (b) Second and third shifts for the purpose of computing overtime shall be considered as falling on the same calendar day as the first shift. As a consequence, an employee shall

not be considered to have worked the second shift unless at least half of their regular scheduled shift falls between the hours of 6:00 pm. and 6:00 am.

- (c) No employee will be laid off during his regular work week for the purpose of avoiding overtime payment.
- (d) Premium payments shall not be duplicated for the same hours worked under any of the terms of this Article.
- (e) Any change in the established shift hours or lunch periods shall be first discussed with the Union **Grievance Chair or Local President** as far in advance as possible of any such change. However, if it becomes necessary to change an employee from one shift to another due to operating conditions, or for an employee(s) on sick or injury leave, then as much notice as possible shall be given.
- (f) The Company agrees to continue its present practice of providing two (2) ten (10) minute break periods per shift. Break schedules will be observed by establishing a ten (10) minute paid break in each half of the shift and a thirty (30) minute unpaid lunch period midway through the shift. Except that in a twelve (12) hour shift there will be one additional ten (10) minute paid break observed.
- (g) Employees will not be required to work through their regularly assigned lunch periods except in cases where emergency work must be performed.
- (h) Time formally excused by the Company as "Union Time Off" will not be excluded for computation of overtime.

2. Overtime Distribution

- (a) Extra work in periods of overtime operations shall be performed by the employee **then performing the work** or equally distributed among **all** employees who normally perform the operations during the regular work hours. Said employee or employees shall constitute a work group.
- (b) After a work group is established, the work group will not be changed arbitrarily **but it** is recognized that transfers of employees, change of work assignments, increases in work load and other moves of like nature are sufficient reasons for changes in a work group. When a Supervisor has employees in two (2) **work groups** he will be treated as two (2) Supervisors for overtime purposes.
- (c) Where several operations are to be performed by a single employee on an overtime basis, the employee assigned shall be from the work group where a majority of the work would be normally performed, provided he is qualified to perform all of the operations. "Several operations" as used in this paragraph shall be those operations any one of which would not require eight (8) hours to perform on such overtime. Employees working out of his occupational group under this section will not perform work in any one other occupational group in excess of three (3) hours.
- (d) When the Company plans significant changes such as splitting one work group into parts or combining work groups into one, the Company will verbally notify the **Zone**

Representatives concerned. Normal transfers of employees from one work **group to another does** not require notification other than normal posting.

- (e) It is recognized that work groups under the same Supervisor in the same classification will be as few in number as practicable. Consideration will be given to combining work groups when the work involved would not require appreciable training or interchange of information for employees to carry out any group assignments without any loss of effectiveness and efficiency.
- (f) An employee who is transferred into a different work group shall be credited with the average overtime hours of the group into which he is moved. No employee will be transferred out of a work group for the purpose of equalizing overtime.
- (g) No employees shall be disciplined for failure to work overtime on a job when other employees in his work group who normally perform such work have a greater number of refused overtime hours and have not been scheduled to work the overtime.
- (h) The Company shall determine the qualifications of employees, including who are qualified employees. **For the purposes of this Article, whenever the words “qualified employee” are used, they shall mean an employee who can do the overtime work without special training.**

3. Scheduling Overtime

- (a) An employee shall be considered to have worked overtime if he is offered overtime and declines it or is absent from the plant when he would have been offered overtime work (except if the overtime is offered outside the employee’s occupation). No employee shall be assigned to a job on overtime that he is not qualified to perform. The Company will attempt to equalize overtime between shifts where practical.
- (b) If all employees in a work group have been scheduled to work overtime, or have been offered overtime work and declined it, and additional employees are needed, **other qualified employees in the same occupation on all shifts will be offered overtime in accordance with** the following procedure:
 - 1. **Those in the same functional business area (e.g., HDL, Manufacturing, Facilities, Logistics, etc.) under the same level of supervision;**
 - 2. **Those in the same functional business area under the next higher level of supervision;**
 - 3. **Those in the same functional business area under the third level of Supervision;**
 - 4. **Those in the same functional business area;**
 - 5. **Those in other functional business areas;**
 - 6. **Other qualified employees plant-wide.**
 - 7. The Company will use all qualified employees in the functional business area before going plant-wide. However, if such qualified employees cannot be obtained from within the functional business area, it will not constitute a displacement under this Agreement.

8. There is no responsibility on the Company's part to grant overtime, however a probationary employee may be assigned to work overtime after all other seniority employees under the second level of supervision have been offered the overtime first.
 9. Employees scheduled to work overtime will be permitted to continue working into the next shift in excess of call-in pay without calling in people from the next shift providing the work performed could not have been reasonably scheduled.
- (c) Overtime hours performed by employees under **this Article while not on loan to another work group** shall be charged to the employees as having been worked in their regular work group.
 - (d) When it is known that overtime work will be necessary at the end of a shift, supervision will give reasonable advance notice to the employees affected (four (4) hours whenever practicable). Employees will not be charged for refusing overtime on non-workdays unless they are given at least four (4) hours notice before start of the overtime assignment. **Should overtime work be cancelled by the company, as much notice will be given to the affected employees as possible.**
 - (e) Employees on loan will be assigned to a work group where they are loaned, and the work they are performing will be considered their normal operation for overtime purposes. Their overtime will be in the **work group** in which they are loaned. When an employee or employees have been on loan for thirty (30) days they will be **considered** transferred or be returned to their original **work group**.
 - (f) There is no obligation on the Company's part to pay for time not worked except in displacement. Should it be determined through the Grievance Procedure that an employee is unequal in overtime, such employee will given the next overtime assignment (new job – not continuing assignment) in his work group. In cases where more than one employee in a work group is unequal as described above, overtime work will be distributed among the employees with such grievances until they are equalized. Should each employee or employees not be given the next work assignments and overtime in the work group is assigned to other employees, displacement will be considered to have occurred.
 - (g) If it has been determined through the Grievance Procedure that a displacement has occurred, and if payment is to be made, it is expressly understood that payment shall **be** made to the employee who was displaced.

4. Overtime Records

- (a) Each Supervisor shall maintain an overtime record by work group for each employee under his supervision, showing the name, date and all overtime hours worked. Such records shall be posted within the **work group** on as nearly a daily basis as is practicable. **Overtime records shall be accessible to employees and Zone Representatives for examination.** Overtime hours shall be zeroed at the beginning of

each calendar month. The hours of the lowest employee in the work group shall become zero each month with the difference in overtime hours of the other employees carried forward to the new month. The Supervisor will maintain all monthly overtime records and the Union has the right to see them. Overtime records will be kept by the Company in the Department Administration Office for a period of two (2) months prior to destroying.

- (b) Overtime records shall show all extra hours worked without regard to differences in premium pay.
 - (1) These records shall record:
 - All extra hours whether worked or not;
 - All extra hours offered and declined.
 - (2) All extra hours offered and refused or not worked shall be charged on **work group** overtime records as the actual number of hours offered.
 - (3) An employee who is absent when overtime is offered shall be charged for the extra hours that were offered.

ARTICLE IX WAGES

- 1.
 - (a) Effective **August 20, 2022**, the base hourly rate range of each labor grade is reflected in Schedule 1, a part of this Agreement. Such wage schedule indicating a **4.50%** general wage increase for hourly employees classified in labor grades 1-6. This increase will be applied to the base rate of each employee and will affect the minimums and maximums of the rate ranges 1-6.
 - (b) Effective **August 19, 2023**, the base hourly rate range of each labor grade as reflected in Schedule 2, is made a part of this Agreement. Such wage schedule indicating a **3.75%** general wage increase for hourly employees classified in labor grades 1-6. This increase will be applied to the base rates of the affected employees and will affect the minimums and maximums of the rate ranges 1-6
 - (c) Effective **August 17, 2024**, the base hourly rate range of each labor grade as reflected in Schedule 3, is made a part of this Agreement. Such wage schedule indicating a **3.00%** general wage increase for hourly employees classified in labor grades 1-6. This increase will be applied to the base rates of the affected employees and will affect the minimums and maximums of the rate ranges 1-6.
- 2. Automatic Wage Progression (AWP): Automatic elevation of rates from the minimum of the job rate to the maximum of the job rate will work as follows:
 - (a) All employees will receive a **75¢** per hour increase in their hourly rate of pay at **twenty-six (26)** week intervals until the maximum of their job rate has been attained.

- (b) Employees hired or transferred into a Trainee job, will be promoted to the next highest classification within their occupation, when they meet the minimum experience requirements as defined by the Job Descriptions.
 - (c) Employees who quit voluntarily and are re-employed will be required to complete **twenty-six (26)** weeks of service before becoming eligible to continue receiving automatic increase to the maximum of their rate ranges.
 - (d) All persons laid off and subsequently rehired by the Company with seniority will be placed in the same automatic progression position they held before such layoff.
 - (e) All persons on a leave of absence, upon returning to work, will be placed in the same automatic progression they held before taking such leave.
 - (f) Paid time off will be counted as time worked under the automatic progression plan.
3. **Occupations and Labor Grades:** The parties have discontinued the previous system of two- and three-level Occupational Groups (A, B and C) with 10 Labor Grades, and adopted single levels for all Occupations (plus Trainees in some) supported by six Labor Grades. The maximum of those grades are increased as well. The following table represents the new single occupations as well as describing the movement from the old system to the new. The new pay grades and ranges are shown as Appendix A.

<u>To Labor Grade One (1):</u>	<u>From Labor Grade</u>
Aircraft Mechanics,	1, 4 & 7
Master Aircraft Painters, Sr. SMPs & Tool Builders	1
Master Welder	1
<u>To Labor Grade Two (2):</u>	<u>From Labor Grade</u>
Aircraft Painter	2, 4 & 8
AEE	4, 6 & 8
SMP	2, 4 & 7
Plastic Fabricator	2, 4 & 8
Facilities except Grounds and Buildings Workers	2
<u>To Labor Grade Three (3):</u>	<u>From Labor Grade</u>
Shop Painters	4
<u>To Labor Grade Four (4):</u>	<u>From Labor Grade</u>
Production Support Employee	5 & 6
<u>To Labor Grade Five (5)</u>	<u>From Labor Grade</u>
All Trainees	9 & 10
<u>To Labor Grade Six (6):</u>	<u>From Labor Grade</u>
Grounds Workers	9
Buildings Workers	10

An employee being promoted to a higher labor grade will enter at the minimum of that grade or current rate of pay, whichever is higher, and will resume AWP after completing **26** weeks in the new Classification.

4. Product Quality Verification (PQV) Level II Certification: PQV Level II certification will result in a **\$1.25 (one dollar and twenty-five cents)** per hour premium in addition to all other premiums for each hour worked provided the Level II certification is active, valid and regularly utilized. The qualifications, issuance and revocation of PQV Level II Certifications shall be the sole responsibility of Management.
5. A&P Licenses: All Production and Manufacturing employees will receive a \$1.25 (one dollar and twenty-five cents) per hour premium for full airframe licenses and \$0.50 (fifty cents) per hour for full power plant licenses. The premium of a full A&P license is **\$3.00 per hour**.
6. Engine Run Premium: An Engine Run Premium of **50c (fifty cents) per hour** will be paid to those employees having a valid Engine Run **Certification**. In no way does this Agreement obligate the Company to issue additional Engine Run **Certifications** for this purpose. The qualifications, issuance and revocation of Engine Run **Certifications** shall be the sole responsibility of Management.
7. Fuel Tank Premium: Employees who are Aircraft Fuel Tank Certified will receive an additional **\$1.50 (one dollar and fifty cents)** per hour. In no way does this Agreement obligate the Company to issue additional Fuel Tank Certifications for this purpose. The qualifications, issuance and revocation of Fuel Tank Certification shall be the sole responsibility of Management.
8. Aircraft Towing Premium: Employees in the Production Support **and Aircraft Mechanic Occupations** who are trained and certified to tow and position aircraft (**including Brake Riders and Tow Chiefs**) will be paid a premium of **50c (fifty cents)** per hour. In no way does this Agreement obligate the Company to issue additional Aircraft Towing Certifications for this purpose. The qualifications, issuance and revocation of certifications for employees to tow and position aircraft shall be the sole responsibility of Management.
9. Aircraft Fueling and Defueling Premium: Employees in Production Support **and Aircraft Mechanic Occupations** who are trained and certified to fuel and defuel aircraft will be paid a premium of **50c (fifty cents)** per hour. In no way does this Agreement obligate the Company to issue additional Fueling/Defueling Certifications for this purpose. The qualifications, issuance and revocation of certifications for employees to fuel/defuel aircraft shall be the sole responsibility of Management.
10. Crane Operations Premium: Employees who are trained and certified to operate the Facility wide large crane (weight tested at more than 22 tons) for lifting and positioning aircraft components will be paid a premium of **50c (fifty cents)** per hour. In no way does this Agreement obligate the Company to issue additional Crane Operations Certifications for this purpose. The qualifications, issuance and revocation of certifications for employees to operate the crane in this capacity shall be the sole responsibility of Management.
11. Commercial Driver's License Premium: Production Support employees who hold CDL licenses and drive off-site on a full-time basis shall receive a premium of **\$1.25 (one dollar and twenty-five cents)** per hour.

12. Journeyman's License Premium: Bargaining unit employees assigned to the Facilities group that hold jobs which require Journeyman licenses will be paid a premium of **\$1.50 (one dollar and fifty cents)** per hour.
13. E.P.A. Certification Premium: Bargaining unit employees that hold jobs which require E.P.A. Refrigerant Transition and Recovery certification will be paid a premium of **\$1.25 (one dollar and twenty-five cents)** per hour, provided the employee has a current E.P.A. certification.
14. Oxygen Certification (Cert 8049): Will result in a premium of **50¢ (fifty cents) per hour provided the certification is active, valid and regularly utilized. The qualifications, issuance and revocation of Oxygen certification shall be the sole responsibility of Management.**
15. Shipping Certification Premium: Employees in Production Support who are trained and certified for Shipping will be paid a premium of **50¢ (fifty cents) per hour. In no way does this Agreement obligate the Company to issue additional Shipping Certifications for this purpose. The qualifications, issuance and revocation of certifications for employees for Shipping shall be the sole responsibility of Management.**
16. Receiving Certification Premium: Employees in Production Support who are trained and certified for Receiving will be paid a premium of **50¢ (fifty cents) per hour. In no way does this Agreement obligate the Company to issue additional Receiving Certifications for this purpose. The qualifications, issuance and revocation of certifications for employees for Receiving shall be the sole responsibility of Management.**
17. Kitting Certification Premium: Employees in Production Support who are trained and certified for Kitting will be paid a premium of **50¢ (fifty cents) per hour. In no way does this Agreement obligate the Company to issue additional Kitting Certifications for this purpose. The qualifications, issuance and revocation of certifications for employees for Kitting shall be the sole responsibility of Management.**
18. Security Clearances:
 - (a) Secret Clearances: Employees who have been issued an L3Harris badge showing a "Secret" Security Clearance will receive a premium of **50¢ (fifty cents) per hour.**
 - (b) Top Secret Clearances: Employees who have been issued an L3Harris badge showing a "Top Secret" Security Clearance will receive a premium of **75¢ (seventy-five cents) per hour.**
19. The rate for experienced employees shall not be less than the minimum rate of the job classification to which they are assigned upon hire.

20. The Company and the Union agree that all employees shall be properly classified in accordance with the job descriptions. It is understood that an employee shall not be required to perform all of the incidental duties included in a job description in order to be eligible for classification there under, but he must perform the major functions of the job. An employee shall not be eligible for classification in a job, and attendant labor grade by reason of occasionally performing a major function of the higher classification.

21. Job Descriptions:

- (a) The Company will establish new jobs, certifications, revise existing jobs, evaluate and obsolete jobs, providing such action shall not be directed toward reducing the labor grade of a job to which no substantial change in the job itself has occurred. When a new or revised operation involves duties of functions not adequately or specifically described or properly evaluated in an existing job description, the Company will develop and establish such new or revised descriptions, rate of pay and occupational group placement and place them into effect. In addition, as part of its responsibilities under the Americans With Disabilities Act, the Company will prepare a list of essential job functions that are not subject to the provisions of this Agreement, and do not affect the job descriptions and/or labor grades agreed to by the parties.
- (b) The Union may request changes in job descriptions and the assignment of a job to a given labor grade if it is believed that such revisions are required.
- (c) As it becomes necessary the Company will establish new jobs, certifications, revise existing jobs and abolish obsolete jobs. The Company will provide the Union with official copies of new or revised job descriptions and rates of pay at such time as the Company places the jobs in effect and assigns employees to perform the job. The Union will be informed which employees are assigned and to what occupational group the job is slotted. If the Union disagrees with the Company action, it must within fifteen (15) days of official notice appeal the Company's action. If no appeal is made the job shall be effective. Said grievance shall be entered at the Third Step of the Grievance Procedure.
- (d) It is further agreed that the Arbitrator shall be limited to a determination (based on the work as described by the Company) of:
 - (1) The proper evaluation.
 - (2) The proper labor grade.
 - (3) That the new job may be properly placed or retained in an existing occupational group.
- (e) The effective date of the rate of pay for a new job shall be the date the Company placed such new job into effect.
- (f) In the event the job is placed in a different occupation or labor grade than the labor grade in which the Company originally placed it, either by agreement between the parties or by decision of the Arbitrator, the effective date of displacement pay shall be the date the Union filed a Grievance.

22. Employees will be paid on a weekly pay cycle by the Company.

ARTICLE X
CALL-IN PAY

1. Any employee reporting for work on his scheduled shift who has worked the previous day without previously having been notified not to report, shall be allowed to work at least one half (1/2) of his regularly scheduled shift, or if no work is available in his department for which he is qualified, he will receive pay **at the appropriate rate** for one half of his regularly scheduled shift, except that if such work is unavailable as the result of causes beyond the control of the Management, the Company shall not be so obligated.
2. Any employee who has already left the premises of the Company after completion of his scheduled shift and is recalled for work shall not receive less than four (4) hours pay **at the appropriate rate**.
3. Failure on the part of any employee to keep Management informed of his correct contact information relieves Management of the responsibility of any notification required by this Article.

ARTICLE XI
HOLIDAY PAY

1. Bargaining Unit employees shall be paid eight (8) hours straight time **holiday** pay for the following holidays observed when not worked provided the following conditions are met:
 - (a) The employee has worked the last scheduled work day prior and the next scheduled work day after the holiday. The scheduled work day as defined shall mean the final seven and one-half (7 ½) hours of the employee's normal shift, unless excused by the **Third** Level Supervisor. Exceptions to this requirement are:
 - (1) If an employee is ill and such illness is verified by a physician's statement.
 - (2) If an employee is paid bereavement pay as per Article XXVII.
 - (3) The employee has received permission from his Supervisor to be absent and such permission is granted prior to the date preceding the day observed.
 - (b) The employee is laid off during the week in which such holiday occurs.
 - (c) The employee is laid off on the last normally scheduled working day during the week preceding a Monday Holiday.
 - (d) If one of the Holidays occurs while an employee is on an authorized paid time off, he shall receive payment for such Holiday.

September 5, 2022	September 4, 2023	September 2, 2024
November 24, 2022	November 23, 2023	November 28, 2024
November 25, 2022	November 24, 2023	November 29, 2024
December 23, 2022	December 22, 2023	December 24, 2024
December 26, 2022	December 25, 2023	December 25, 2024
December 27, 2022	December 26, 2023	December 26, 2024
December 28, 2022	December 27, 2023	December 27, 2024
December 29, 2022	December 28, 2023	December 30, 2024
December 30, 2022	December 29, 2023	December 31, 2024
January 2, 2023	January 1, 2024	January 1, 2025
May 29, 2023	May 27, 2024	May 26, 2025
July 4, 2023	July 4, 2024	July 4, 2025

2. If one of the above Holidays occurs during the period of a leave of absence of an employee, such employee will not be eligible for Holiday pay.
3. An employee, who is required to work on any of the Holidays as defined in Section 1, will receive three (3) times his regular hourly rate for hours worked (**eight (8) hours holiday pay and eight (8) hours double time for the first eight (8) hours, and three (3) times their regular hourly rate for hours in excess of eight (8)**). Any employee who is required to work less than eight (8) hours on one of the above observed Holidays will receive three (3) times his regular hourly rate for hours actually worked plus straight time for the remainder of the eight (8) hour period.
4. Holiday Pay hours shall count towards computation of overtime. **Because premium payments shall not be duplicated for the same hours worked, hours worked on holidays shall not count toward the computation of overtime.**

ARTICLE XII
JURY SERVICE

1. The Company agrees to **pay** employees for wages lost (**up to their full shift**) when they are summoned and report for jury duty, as prescribed by applicable law. This applies to regular work schedules only. In order to receive payment under this Article, an employee must give Management prior notice, when possible, that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. Payment under this Article will be the number of work hours lost (**up to their full shift**) at the employee's current hourly rate for each applicable day. The Company reserves the right to request that such employee be dismissed from jury service, if in the opinion of Management, it is necessary to keep the employee on his current assignment.
2. The current practice of accommodating off-shift employees appropriate time off when serving on juries will be continued.
3. Authorized jury duty shall not count towards computation of overtime.

ARTICLE XIII
PAID TIME OFF

1. Each employee shall receive paid time off (PTO) based on **their seniority date** and PTO service credits (at least 1,700) during the prior service year in accordance with the following schedule:
 - a. One Year 80 Hours
 - b. Two to Four Years 120 Hours
 - c. Five to Nine Years 160 Hours
 - d. Ten to Fourteen Years 176 Hours
 - e. Fifteen Years 200 Hours
2. Each employee will receive forty (40) PTO service credits for each calendar week that he receives compensation from the Company. An employee who does not receive compensation during the week will not receive any PTO service credits for that week. Compensation is defined as Wages, PTO, Holiday and Bereavement pay. Compensation does not include Benefits or insurance payments paid by the Company or on the Company's behalf. PTO pay shall be based on 1,700 credits equaling a full entitlement, and 170 credits equaling one tenth (.1) of an entitlement. PTO must be used in the current service year, except an accumulated maximum of up to forty (40) PTO hours may be carried forward into another service year.
3. Employees may use all their PTO in six (6) minute increments. Except in cases of an emergency, PTO must be scheduled with the supervisor in advance. The supervisor has authority to approve or disapprove the time off; such approval will not unreasonably be denied. Any disagreement will be elevated to the next level of supervision. When employees request to schedule a week or more together on PTO, the supervisor will give preference to the senior employee. The Company will not force an employee to use PTO without a two (2) weeks' notice.
4. New employees completing the ninety (90) day probation period will accrue PTO at a rate of 3.33 hours per month, not to exceed forty (40) hours in the first year of employment. This PTO may be used in the first year of employment or it will remain the eighty (80) hour PTO total due the employee after one year of service. Any PTO hours taken in the first year will be subtracted from the eighty (80) hour PTO total available after the first year of service.
5. Payment shall be the employees current hourly rate of pay, including shift differential, the employee is receiving at the time PTO is taken.
6. When a recognized paid holiday occurs during an employee's scheduled PTO period, the employee will receive holiday pay and will be charged with a PTO day.
7. Language in this Article does not, in any way, alter the requirements for Holiday Pay.
8. PTO approved by the Company will be included for computation of overtime.

9. Buying PTO:

- a. All bargaining unit employees including New Hires may buy additional PTO as provided below.**
- b. Employee may buy between 8 and 40 hours (in whole hour increments). Any election to buy time off must be made during Annual Enrollment or New Hire Enrollment and is irrevocable.**
- c. After-tax payroll deductions will be made throughout the calendar year in equal installments. The payroll deduction is determined by multiplying the number of hours purchased by the employee's hourly rate of pay (including Adders) at year-end or hire date for new hires. If an employee has an approved leave of absence during the year for which the PTO was purchased, the balance of the PTO buy will be recalculated and spread out over the remaining pay periods in the plan year for which the election was made when the employee returns to work. If an employee did not meet goal amount by the end of the year a reduction in PTO for the missed amount will be taken from the next year balance.**
- d. The hours purchased are available at the start of the calendar year. For New Hires, time purchased will be made available within two pay periods following their election to purchase.**
- e. Employees may buy up to 40 hours of time off, reduced by the number of hours carried over.**
- f. Hours taken but not paid for will be deducted from the employee's final paycheck.**

10. Selling PTO:

- a. All bargaining unit employees who are not in a LOA status have the option to sell PTO once per year, anytime during the year, up to eighty (80) hours maximum per calendar year. Submit PTO Sell form to HR no later than the first Wednesday of December.**
- b. Employees may sell a minimum of 8 hours and a maximum of 80 hours, in whole hour increments. Employees must have a minimum balance of 40 hours after the selling PTO. Any election is irrevocable.**
- c. The payout is determined by multiplying the number of hours sold by the employee's current hourly rate of pay (including Adders). The value of the hours sold will be paid in a lump sum on the next available payroll, less applicable taxes.**
- d. An employee may participate in the Selling Time Off program whether or not PTO hours are carried over from one PTO year to the next.**
- e. All earned but untaken PTO hours will be paid out upon termination.**

ARTICLE XIV
SHIFT DIFFERENTIALS

1. Employees working on the second shift will receive a one dollar and **fifty cents (\$1.50)** per hour shift differential for each hour for which they are paid.
2. Third shift employees will receive a **two dollar (\$2.00)** per hour shift differential for each hour for which they are paid. Shift differentials are included when computing overtime payment of second and third shift employees.
3. Employees who work a weekend 12-hour shift will be paid 40 hours pay per week for the first 36 hours in a workweek.

ARTICLE XV
LEAVE OF ABSENCE

1. A leave of absence without pay for good and sufficient reason will be granted for a period not exceeding sixty (60) days upon written application to and receipt of written approval from the Manager of Labor Relations of the Company or his designated representative. Normally an individual would be required to use their paid time off prior to applying for a leave of absence. A copy of the leave will be given to the employee showing the date he is expected to return to work.
2. A leave of absence may be extended upon written application to and receipt of written approval from the Manager of Labor Relations of the Company or his designated Representative. Such extension shall specify the date the employee is expected to return to work. A copy of the extension of the leave will be given to the employee.
3. (a) An employee elected to any full-time paid federal, state, county or municipal public office shall, upon written request be granted a formal leave of absence without pay for the period of the initial term of office.
(b) An employee's election or appointment to conduct UAW Union business shall be considered good and sufficient reason for obtaining a leave of absence for a period of not less than thirty (30) days nor more than three (3) years. Such employee shall be given upon written request from the President of the Local Union to the Manager of Labor Relations, a leave of absence for such period, which will be extended upon request.
 - (1) Employees on approved short term Union Leave(s) of Absence will receive credits for paid time off Benefits. The leaves must be approved by Management in accordance with Article III, Section 15.
 - (2) Employees receiving approval for longer term Leaves of Absence, such as those outlined in this Section, will not be eligible to receive such benefits.

4. On returning from a leave of absence, the employee shall be reinstated, without loss of seniority and at the current rate of pay, providing his seniority standing at the time is such that under the provisions governing seniority in Article VII, he is entitled to reinstatement.
5. During authorized leave of absences seniority shall accumulate.
6. An employee who accepts gainful occupation while on leave of absence except as herein specified may be terminated at the discretion of the Company.
7. If the Company refuses an employee a leave of absence, the employee may then avail himself of the Grievance Procedure outlined in this Agreement. Such grievance if denied at the First Step of the Grievance Procedure may be appealed by the Union directly to the Third Step of the Grievance Procedure.

Leave of Absence Military Service

8. Any employee who enters into active service in the armed forces of the United States, as defined below, will be given a leave of absence for such period. Seniority will accumulate during such period of service. Upon the termination of such service the employee shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible and unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he meets the requirements in USERRA and other applicable Federal and State Laws.

Eligible Military Service – eligible military service consists of the following types of military service:

- Active duty;
- Active duty for training;
- Submitting to an examination to determine fitness for these services;
- Funeral honors duty by National Guard or Reserve members;
- Duty performed by intermittent disaster response personnel for the Public Health Service, including approved training to prepare for such service;
- Service as an intermittent disaster response appointee of the National Disaster Medical System when employees are:
 - Activated under federal authority; or
 - Attending authorized training in support of a federal mission.

Uniformed Services – means the U.S. Armed Forces (Army, Navy, Air Force, Marine Corps and Coast Guard); the National Guard, including the Army and the U.S. Air National Guard when the employee is engaged under federal authority in active duty for training; inactive duty training or full-time National Guard duty; Commissioned Corps of the Public Service; or any other category of persons designated by the President of the United States in time of war or national emergency.

9. A seniority employee who is called to and performs short term mandatory required annual training, including annual active duty for training, as a member of the United States Armed Forces Reserve or National Guard shall be paid by the Company for each day partially or wholly spent in performing such duty, if the employee otherwise would have been scheduled to work for the Company and does not work, an amount equal to the difference, if any, between (1) the employee's regular straight-time hourly rate on the last day worked exclusive of shift, seven-day operations, overtime and any other premiums, for the number of hours up to eight (8) that he otherwise would have been scheduled to work and (2) his daily military earnings (including all allowances except for rations, subsistence and travel). The Company's obligation to pay an employee for performance of military duty under this Section is limited to short term mandatory required annual training.

In order to receive payment under this Section, an employee must give the Company prior notice of such military duty and upon his return to work must furnish the Company with a statement of his military pay while on duty.

10. The Union may request shift accommodations through the Manager of Labor Relations or his designated representative for seniority employees that are members of the United States Armed Forces Reserve or National Guard. These exceptions will be limited to mandatory weekend training requirements that conflict with current assigned work schedules.

ARTICLE XVI ILLNESS AND HEALTH

1. Each recovered employee who has been on an authorized leave of absence for medical reasons shall be reinstated on his former job at the current rate of pay, provided he is entitled to that job in accordance with the provisions governing seniority, and provided further that said employee is capable of performing the essential job duties of his occupation. In the event that said employee's former job has been eliminated, the provisions governing seniority in Article VII, shall automatically apply to said employee.
2. When a dispute arises between the Company and the Union as to whether suitable work is available that such employee can perform consistent with the employee's physical restrictions, the Union shall have the right, upon the request of the Chairman of the Plant Grievance Committee, to request a meeting with labor relations, applicable management, and a medical services representative to address the dispute. Upon such request, a meeting shall be promptly scheduled. When a dispute arises as a result of the Company's authorized physician's diagnosis that an employee is not capable of returning to work, the Company and the Union agree to refer the employee to a specialist in the field for which the medical dispute exists for a functional capacity evaluation. The Company and the Union will examine the particular job to be performed to determine the physical requirements. These findings will be jointly furnished to the physician specialist to determine if the employee can perform the physical requirements of the job. The physician specialist will make whatever physical examination necessary, and the decision will be final and binding upon the employee, the Union and the Company. The physician specialist will have no power to add to, or subtract

from, or modify in any way any of the terms of this agreement. The physician specialist shall be chosen by the parties from a Texas Workers Compensation Commission (TWCC) list of certified doctors, exclusive of any Company authorized physicians.

3. Employees who because of physical impairment, can no longer perform their regular job will be moved by the Company to jobs they are qualified to perform, if a job opening is available at the same or lower rated labor grade at the lower applicable rate of pay.
4. Seniority employees will be allowed to remain on leave for twenty-four (24) months. Employees with seniority will accumulate seniority during such period. If an employee who has been on a leave of absence due to illness or disability has not returned to work within twenty four (24) months from the last date worked prior to the original absence due to such illness or disability, his employment with the Company shall be terminated, and the Company will have no further obligation with respect to the employee. This will not affect the employee's continued entitlement to workers compensation benefits as provided by law, if the illness or disability was job related. The Company will comply with its obligations under the Americans with Disabilities Act, in the application of this paragraph.
5. **The Company will distribute the process and procedures for requesting Medical Leave of Absence to employees and post that information in employee break rooms.** Employees returning from leaves of absence for medical reasons (**except for Workers Compensation**) must submit a statement from their personal Physician permitting their return to work **to Disability HR.**
6. Any employee who at the time of his layoff is receiving weekly disability benefits shall continue to receive weekly disability pay in effect at the time for the duration of continued disability and the employee can continue his core group insurance benefits provided he pays for the COBRA conversion costs in effect at the time of layoff. If the employee is subsequently recalled the COBRA conversion cost will remain until the employee returns to work.
7. An employee who is injured in the factory during his regularly scheduled shift and is sent home because of such injury, shall receive his regular straight time hourly rate for the time actually worked and for the balance of his scheduled shift. If the injury occurs after his regular scheduled shift has been worked, the employee will receive the appropriate overtime pay for the time worked in excess of his regularly scheduled shift. If the injury occurs on a day on which employee is entitled to overtime pay, such employee shall be paid for the actual time worked at the proper overtime rate or the balance of his regularly scheduled shift, whichever is the greater.
8. It is recognized by the parties that drug testing is required by various statutes, regulations and applicable defense contracts. It is the intent of the parties to comply with all drug testing requirements. If during the course of this Agreement, any additional changes outside the required compliance parameters shall be negotiated with the Union as required by law and will not constitute a reopener of the current Agreement.

9. It is understood and agreed that any federal or state mandated health care or health insurance plan that is enacted during the term of this Agreement and that is applicable to bargaining unit employees may be integrated into Company benefits so as to eliminate duplication and maintain such integrated benefits as nearly comparable to the benefits and plan premiums as applied prior to such integration.
 - (a) Any savings realized by the Company from integrating or eliminating any duplication of benefits with the benefits provided by law, shall be retained by the Company.
 - (b) At such time as such federal law is enacted or amended the Company agrees to meet and consult with the Union in its role as exclusive bargaining agent to discuss the effects of such act on the bargaining unit.
10. **The Company will be flexible in scheduling employees who are required to come to work on other than their normal shift for training, examinations or testing and will pay them at the appropriate rate.**
11. **The Company will provide un-paid breaks for breast milk lactation. Employees who are lactating are permitted reasonable breaks for the purpose of expressing breast milk. The Company will ensure that such employees have an appropriate location to express breast milk. The area will be private, secure, sanitary, and in close proximity to the employee's work area, and it will not be a bathroom or toilet stall.**

ARTICLE XVII
ASSIGNABILITY

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, terms, or obligations herein contained shall be affected modified, altered, or changed in any respect whatsoever, by the consolidation, merger, sale, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto.

ARTICLE XVIII
SPECIFIC PERFORMANCE

1. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement.
2. There shall be no individual arrangements or agreements made covering any part or all of this Agreement contrary to the terms herein provided, and it is distinctly understood and agreed that all previous Agreements, whether oral or written, by and between the Company and the Union, are superseded by this Agreement.

ARTICLE XIX
WAIVER

The waiver of any breach of any of the provisions or terms of this Agreement by either party does not constitute a precedent for any future waiver or enforcement of such breach.

ARTICLE XX
MANAGEMENT RIGHTS

1. The right to hire, promote, demote, transfer, assign to shifts, discharge or discipline for just cause, and maintain discipline and efficiency as outlined in this Agreement is the sole responsibility of the Company. If the Union or any employee is aggrieved by the Company action in applying the above, recourse through Grievance Procedure is provided for the adjustment of the grievance.
2. The right to hire, promote, demote, transfer and discharge or discipline all levels of Supervision is strictly a Management function and is not subject to the Grievance Procedure. If the Union feels it or any employee is aggrieved by the action of a member of Supervision, not covered by the regular Grievance Procedure, in the performance of his duties such action shall be subject to discussion between the Plant Grievance Committee, the Manager of Labor Relations, and the Director of Production or his equivalent.
3. It is recognized that the type of products to be manufactured, the location of the Plant, the location of work within the Plant, the schedules of production, the schedules of work and the methods, processes, and means of manufacturing are solely and exclusively the responsibility of Management and are not subject to the Grievance Procedure.
4. Before contracting work from a local Company where there is a labor dispute, Management will consult with the International Union Representative.
5. With regard to maintenance work and facilities construction work exclusively:
 - (a) The Company agrees, whenever reasonable and practical, to utilize its maintenance employees who are within the Collective Bargaining Unit, including such maintenance employees who are on layoff, if such employees normally perform that work.
 - (b) Management has exclusive jurisdiction to decide whether to subcontract work. Any and all work subcontracted for one hundred-twenty (120) hours or greater per occupation is not subject to the grievance procedure.
 - (c) Except where prevented by time and circumstances, the Company will notify the Zone Committeeperson **at least 3 days** prior to subcontracting maintenance or facilities construction work **of a nature usually performed by the bargaining unit. The Notice will include the affected occupations, reason for subcontracting work, estimated hours per occupation, name of subcontractor, description of work to be performed, location of work to be performed and estimated dates. If additional work is required, an additional notice will be provided.**

- (d) The Company agrees that it will not subcontract work in any classification for the purpose of avoiding overtime.
- (e) There is no responsibility on the Company's part to offer overtime, however if maintenance and facilities construction work is subcontracted out for less than one hundred-twenty (120) hours per occupation the facilities occupation bargaining unit employees will be offered up to thirty (30) hours of overtime per week while the work in their occupation is currently being subcontracted. In no circumstances will the amount of overtime offered to the above bargaining unit employees exceed the total amount of hours subcontracted.

ARTICLE XXI
QUALIFICATIONS

- 1. Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of the Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision.
- 2. Any further agreements made by the parties shall be reduced to writing and signed by authorized Representatives of each party.

ARTICLE XXII
SAFETY

- 1. The Company agrees to abide by and maintain in its plant, standards of sanitation, safety, and health in accordance with the Federal, State, County and City laws and regulations.
- 2. Proper and modern safety devices shall be provided by the Company for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used.
- 3.
 - a. No employee shall be **disciplined or** discharged for refusing to work on a job if the refusal is based on the claim that said job is not safe or might unduly endanger their health until it has been determined that the job is safe by using the procedure set forth in this Section and applying the Plant Standards set forth in Section 1 above.
 - b. No employee with a physical disability, infirmity, or illness shall be discharged for refusing to work on a job if their refusal is based on the claim that said job might unduly endanger their health or physical condition. In such cases the Supervisor shall request an immediate determination by the Manager of Environmental Health and Safety as to whether the job is safe or unsafe. Pending such determination, the employee will be assigned to other work by the Manager of Labor Relations if such is available; or, if no work is available, they shall be sent home. If the employee is not satisfied with the decision of the Manager of Environmental Health and Safety as to whether the job is safe or unsafe in accordance with the Plant Standards heretofore mentioned in Section 1 above, the dispute may be subject to the Grievance Procedure, and the employee shall

not be discharged for refusing to work on the particular job involved during the time the grievance is being processed.

4. a. The Grievance Chairperson of the Union and one Bargaining Unit employee serving at the discretion of the Union President, will serve as members of the Safety Council.
 - b. Any member of the Bargaining Unit observing conditions, which in his opinion are hazardous, based upon Section 1 of this Article, shall discuss the situation with the supervisor. If no agreement is reached, the Bargaining Unit employee may request the supervisor to call in the Manager of Environmental Health and Safety or the Fire Station after hours. The Manager of Environmental Health and Safety or the Fire Station will be notified immediately.
 - c. **Should any regulatory agency schedule with the company to perform a safety inspection or investigation in the facility, the Grievance Chairperson will be notified and allowed to participate if desired.**
5. The Union agrees that willful neglect and failure by an employee to obey the Plant Safety Regulations and to use safety devices provided by the Company, shall be just cause for disciplinary action. However, if the employee believes the disciplinary action to be unjust, he shall have the right of appeal as provided in the Grievance Procedure.

ARTICLE XXIII NOTICE

1. Notices permitted or required to be served under the terms of this Agreement shall be sufficiently served for all purposes herein when the procedures of this section are followed.
 - a. For service upon the Company, an original and one copy of the notice shall be mailed postage prepaid, certified mail, return receipt requested, to the Manager of Labor Relations or his designated representative.
 - b. For service upon the Union, when an original and one copy of the notice is mailed postage prepaid, certified mail, return receipt requested, to the President of the Local Union or his designated Representative.
 - c. The date of receiving such notice shall be the controlling date for purposes hereunder.
2. Notices to the Company from the Union may also be personally delivered by the **President, Chairperson of the Plant Grievance Committee or their designee**. Such delivery shall be made to the Manager of Labor Relations or in his absence, to his designated representative. Notices so delivered shall be in duplicate, and both copies shall be time stamped for receipt purposes. One copy shall be returned to the Chairperson of the Plant Grievance Committee in a sealed envelope for delivery to the Union.

ARTICLE XXIV
BULLETIN BOARD

1. The Company shall erect and shall maintain in good order glass-enclosed bulletin boards in the plant, complete with lock and keys. Keys shall be given to the duly authorized Local Union Officers. Such bulletin boards may be used by the Union for the purpose of posting notices approved by the Union and the Management **such as:**
 - (a) Notices of Union recreational and social affairs.
 - (b) Notices of Union elections, appointments, and results of Union elections.
 - (c) Notices of Union meetings.
 - (d) Notices concerning bona fide Union activities such as: Cooperatives, Credit Unions, and Employment Compensation information.
 - (e) CAP Fund drives.

2. **Bulletin boards will be maintained at the following locations:**

1 Building 150 South Turnstile	7 Building 301 West
2 Building 136 B Turnstile	8 Building 116 Ave. A
3 Building 133 Facilities Turnstile	9 Building 305 Ave. A
4 Building 110 Ave. A Main Turnstile	10 Building 180 Southeast Turnstile
5 Building 412 East Turnstile	11 Building 212, Northeast Entrance
6 Building 412 West Turnstile	12 Building 154 Southwest Turnstile

3. Any change in the number or the location of such bulletin boards shall be mutually agreed to by the Management and the Plant Grievance Committee.

4. There shall be no other distribution or posting by employees of notices, pamphlets, advertising, or political matter, or any kind of literature upon Company property other than as herein provided.

ARTICLE XXV
NON-BARGAINING UNIT EMPLOYEES

1. Non-bargaining Unit employees shall not be permitted to perform on any hourly related jobs except in emergencies, or in the instruction or training of employees.

2. In the event a grievance is filed by the Union based on Section 1 above and the grievance is upheld in favor of the Union by the Manager of Labor Relations, the employee(s) who would normally perform the work in question shall be paid the appropriate hours based on the grievance settlement between the Union and the Manager of Labor Relations, but in no event will it be less than (2) hours.

ARTICLE XXVI
RETIREMENT AND 401K

1. A Retirement and 401k Plan have been agreed by the parties. The provisions of such Retirement and 401k Plan shall be applicable to eligible employees represented by the Union for the terms of such Agreement, and in accordance with the provisions thereof.
2. The provisions of the Retirement and 401k Plan shall be subject to negotiations upon expiration of this Labor Agreement.
3. The **current \$84** multiplier for the Hourly Bargaining Unit Pension Plan is **increased to:**
 - **\$86 effective January 1, 2023;**
 - **\$89 effective January 1, 2024;**
 - **\$93 effective January 1, 2025.**
4. (a) Subject to the eligibility requirements of the 401k Plan, Employees who are eligible for the Hourly Bargaining Unit Pension will maintain the current 3-year vesting schedule and receive a 5% dollar-for-dollar match on their 401k during the life of this contract.
(b) Subject to the eligibility requirements of the 401k Plan, Employees who are not eligible for the Hourly Bargaining Unit Pension will maintain the current 3-year vesting schedule and receive a 6% dollar for dollar match on their 401k during the life of this contract.
(c) **In January 2023, employees who are not eligible for the Hourly Bargaining Unit Pension Plan will receive a one-time special \$750 bonus.**

ARTICLE XXVII
BEREAVEMENT PAY

1. Three (3) days Bereavement Pay will be granted **to** an employee who takes time off from their regular work week **if they must travel within 250 miles of their present work location, and five (5) days Bereavement Pay if they must travel more than 250 miles of their present work location** because of the death of their:
 - **Spouse or Domestic Partner**
 - **Parents/Step-parents (including father-in-law/mother-in-law)**
 - **Siblings (including step & half-siblings, brother-in-law/sister-in-law)**
 - **Children (including step-children)**
 - **Grandparents (including great and great-great)**
 - **Grandchildren (including great and great-great)**
 - **Includes adoptive relationships**
2. Bereavement pay **as described above may be utilized** for time off from work **to make funeral arrangements, attending the funeral, attending to legal matters, and time off as needed.** The days taken by the employee need not be consecutive.

3. Bereavement pay shall be authorized on a pro rata basis when only a portion of a regularly scheduled workday is taken off.
4. Authorized Bereavement pay shall count as time worked for the purpose of computing overtime.
5. Time off under the Bereavement pay policy may be approved for days falling within an employee's scheduled paid time off. Days for which Bereavement pay is approved shall not be counted as paid time off days.
6. Bereavement pay shall not be granted to an employee who is on Leave of Absence or Extended Sick Leave.
7. Authorized time off under the Bereavement pay policy shall count as time worked for the purpose of determining Holiday pay eligibility.

ARTICLE XXVIII
BENEFITS

1. Insurance Plans and other employee benefits have been agreed to by the parties which include: Medical, Dental, Short Term Disability, Long Term Disability, Life Insurance, Accidental Death and Dismemberment, **Health Savings Account (HSA)**, Health Care FSA, Dental and Vision FSA, Dependent Care FSA, Family Medical Leave Act (FMLA), Education Assistance, **Paid Parental Leave** and Incentive Programs. The parties agree that the specific provisions and procedures governing eligibility, enrollment, benefit coverage and employee premiums shall be the same as the plans provided to L3Harris Technologies, Greenville, Texas salaried non-represented employees. For the duration of this agreement, any changes to the salaried plans and/or employee premiums will apply equally to employees covered under the Collective Bargaining Agreement. The Summary Plan Document and specific contracts shall govern should there be any inconsistency or misunderstanding with regard to any other document or representation. The Company will attempt in good faith to comply with the terms of this agreement. However, in the event the parent company, L3Harris Technologies, Inc., requires the Company to make a change to an existing insurance plan or other employee benefits, the Company will provide notice of this change to the Union.
2. It is understood and agreed that the medical insurance premiums **will be the same as for salaried non-represented employees but** will not increase more than **8%** each year during the life of this contract.
3. All employees hired on or after August 21, 2010 will automatically be enrolled in the Long Term Disability Program. **Employees who are required to use PTO for the first week of Short Term Disability will be allowed to purchase the PTO back when they return to work provided they complete the Disability PTO Buyback Form (available in**

Human Resources) with at least 8 pay periods remaining in the same calendar year to provide for repayment of the purchase amount.

- 4. Family Medical Leave Act (FMLA) benefits will be offered as required by law. The company will continue the current practice of allowing employees to use PTO in conjunction with FMLA at a rate of 50% PTO/50% FMLA. After any available PTO is exhausted, the remainder of the FMLA leave will be unpaid.**

ARTICLE XXIX
EMERGENCY CURTAILMENT OF OPERATIONS

1. The parties understand and agree that weather conditions and the curtailment of utilities (e.g. natural gas in cold weather), are beyond the control of Management and can result in curtailed operations.
2. This Article is not related to Article X regarding call-in pay or to Article VII, Section 4 regarding temporary delays in production schedules.
3. When Management determines that adverse weather conditions exist or is notified of utilities curtailment which makes it practical to shut down or curtail certain operations, the Company may allow those employees who volunteer to go home permission to leave the plant. When Management decides to allow volunteers to leave and others remain, those employees remaining must perform whatever work Management may assign provided they are deemed capable of performing the work.
4. Certain employees may need to be retained at work to perform specific jobs and will be required to remain on their jobs. On such occasions, those employees who report to work after assignments are made may not be considered for assignment. It is anticipated that the provisions of this article will assure an equitable solution to the problems that arise from making assignments during period of adverse weather.

ARTICLE XXX
DURATION

1. This Agreement shall become effective **August 21, 2022**, and shall remain in force through **August 23, 2025**, and yearly thereafter, with the provision that should either party desire to terminate, change or amend this Agreement or any portion thereof, it shall notify the other party not less than sixty (60) days prior to **August 23, 2025**, or at the end of any subsequent yearly period. The Federal Mediation Service will be notified of the existence of dispute of each party to this Contract within thirty (30) days after either party has served notice on the other that it is desirous of changing the present Agreement.
2. In case of notification of desire to terminate, change, or amend shall have been given as provided in Section 1 above, negotiations upon such proposed amendments or changes of the terms of this Agreement covered in the notice of desire to amend, shall begin no later than forty (40) days prior to the expiration date or the expiration of any subsequent yearly period, and shall continue until agreement is reached, and during said negotiations, this

Agreement shall remain in full force and effect, except that during such negotiations subsequent to the expiration date or the expiration of any subsequent yearly period, either party, on ten (10) days written notice to the other, may terminate said Agreement.

3. In the event that any provision of this Agreement shall be or become inoperative by reason of any authorized Federal, State, County, Municipal or Military Law or regulations, it shall be superseded by such law or regulation only while such law or regulation is in force and the remaining provisions of the Agreement shall not be affected thereby.

FIRST YEAR – AUGUST 20, 2022

SCHEDULE 1

LABOR GRADE	MINIMUM	MAXIMUM
1	\$23.62	\$43.42
2	\$22.58	\$41.66
3	\$21.56	\$40.21
4	\$20.39	\$38.69
5	\$19.23	\$38.00
6	\$17.77	\$32.40

SECOND YEAR – AUGUST 19, 2023

SCHEDULE 2

LABOR GRADE	MINIMUM	MAXIMUM
1	\$24.51	\$45.05
2	\$23.43	\$43.22
3	\$22.37	\$41.72
4	\$21.15	\$40.14
5	\$19.95	\$39.43
6	\$18.44	\$33.62

THIRD YEAR – AUGUST 17, 2024

SCHEDULE 3

LABOR GRADE	MINIMUM	MAXIMUM
1	\$25.25	\$46.40
2	\$24.13	\$44.52
3	\$23.04	\$42.97
4	\$21.78	\$41.34
5	\$20.55	\$40.61
6	\$18.99	\$34.63

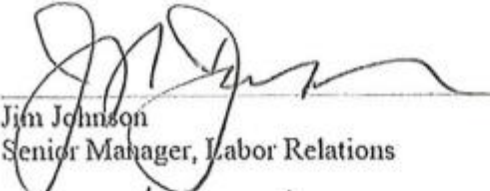
HOURLY JOB TITLES, JOB CODES AND LABOR GRADES

01H11	Aircraft Mechanic	1
10H32	Aircraft Mechanic Trainee	5
02H12	Aircraft Painter	2
04H01	Assembler-Electrical-Electronics	2
10H02	Assembler-Electrical-Electronics Trainee	5
10H29	Buildings Worker	6
02H01	Electrician-Maintenance	2
09H29	Grounds Worker	6
02H11	HVAC Mechanic	2
02H02	Maintenance Painter	2
01H06	Master Aircraft Painter	1
01H01	Master Welder-Combination	1
02H03	Mechanic-Automotive	2
02H04	Mechanic-Maintenance-Master	2
04H11	Plastics Fabricator	2
02H06	Plumber-Maintenance	2
05H16	Production Support	4
01H07	Senior Shop/Materials Processor	1
02H13	Shop/Materials Processor	2
10H14	Shop/Materials Processor Trainee	5
04H04	Shop Painter	3
01H09	Tool Builder	1
02H09	Wood Worker-Maintenance	2

RATIFIED AUGUST 20, 2022

FOR L3HARRIS TECHNOLOGIES
INTEGRATED MISSION SYSTEMS

FOR INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, (UAW) AND
UAW LOCAL 967



Jim Johnson
Senior Manager, Labor Relations



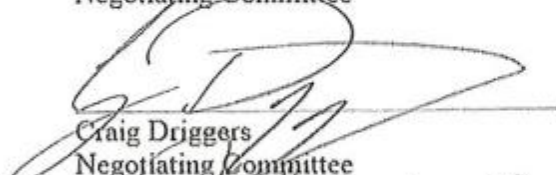
D. Gary Lane
Negotiating Committee



Jessica Alvarez
Negotiating Committee



Stephanie Taylor
Negotiating Committee



Craig Driggers
Negotiating Committee



Daryl Freelen
Negotiating Committee



Melissa Porter
Negotiating Committee



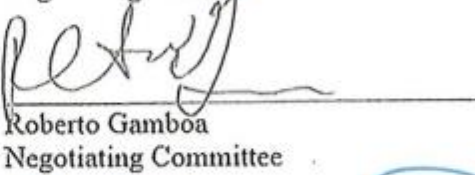
Victoria Morales
Negotiating Committee



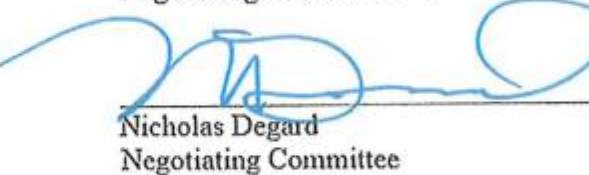
Russell Strowd
International Representative Region 8 UAW



John Schilling
Negotiating Committee



Roberto Gamboa
Negotiating Committee



Nicholas Degard
Negotiating Committee



Keegan Raulston
Negotiating Committee



Frank Spingola
Negotiating Committee

INDEX	ARTICLE	SECTION	PAGE
A			
A&P License Premium	IX	5	30
Absence from Work			
Chairperson	III	17(i)	8
Four Days Unreported	VII	9(f)	24
Illness or Injury	XVI	1-11	39-41
Jury Service	XII	1-3	34
Military Service	XV	8-10	39
Notify Labor Relations	VII	9(f)	24
Union Business	III	15	6
Zone Representative	III	12-16	5-6
Automatic Wage Progression	IX	2(a)	28
Address - Employee's Obligation to Report			
	X	3	33
Affirmative Action Program	II	4	3
Agreement	I	1-10	2
Aircraft Towing Premium	IX	8	30
Arbitration	V	1-16	14-15
Assignability	XVII	1	41
Authorization for Deduction of Dues	II	1(a-f)	3
Availability for Employment			
Laid-Off Employees	VII	6	22-23
B			
Back Pay, Limit of Claims for	IV	12	11
Benefits	XXVIII	1-4	47-48
Bereavement Pay	XXVII	1-7	46-47
Bidding Procedure	VII	3(a)	17
Bidder, Definition of Eligible	VII	3(a)(3)	17
Break Periods	VIII	1(e)	25
Bulletin Boards	XXIV	1-4	45
Bid List Posting	VII	3(a)(1)	17
C			
Call-In Pay	X	1-3	33
Chairperson of Plant Grievance Committee	III	17	7-8
Change in Shift Hours	VIII	1(g)	25
Change of Address, Notification of	VII	9(d)	24
Changing Occupations	VII	3(d)	20-21
Classification of Employees	IX	20	32
Commercial Driver's License Premium	IX	11	30
Crane Operations Premium	IX	10	30

INDEX	ARTICLE	SECTION	PAGE
D			
Deduction of Union Dues	II	1(a-f)	3
Discharge	IV	19-22	12-13
	VII	9(b)	23
	XX	1	42
Discipline	IV	17-22	12-13
	VI	2(b)	16
	VIII	2(g)	25
	XX	1-2	42
Demerits	IV	21	13
Differentials, Shift	XIV	1-3	37
Discrimination	II	2-4	3
Displacement	VIII	3(f-g)	27
	III	17(g)	7-8
Distribution of Overtime	VIII	2	25-26
Distribution of Posting Literature	XXIV	1-4	45
Double Time	VIII	1(a)(2)	24
Drug Testing	XVI	8	40
Duration	XXX	1-3	48-49
Duties and Responsibilities of			
Chairperson of Plant Grievance Committee	III	17	7-8
Union Representatives	III	8-17	5-8
Zone Representatives	III	16	6-7
E			
E.P.A. Certification Premium	IX	13	31
Emergency Curtailment of Operations	XXIX	1-4	48
Engine Run Premium	IX	6	30
Equalization of Overtime	VIII	2(f),3(a,f)	26-28
Examination, Report of Physical	VII	6(a)	22
	XVI	5	40
F			
Failure to Report for Work; Recalls	VII	9(c)	23-24
Family Medical Leave	XXVIII	1	47
Fuel Tank Premium	IX	7	30
G			
Grievance Procedure	IV	1-22	8-13
Arbitration	V	1-16	14-15
General Provisions	IV	8-16	11-12
Limitations	V	1-2	14
Step 1	IV	2	8-9
Step 2	IV	3	9
Step 3	IV	6	10

INDEX	ARTICLE	SECTION	PAGE
H			
Health and Safety			
Dispute	XXII	3-4	43-44
General	XXII	1-5	43-44
Holiday Pay	XI	1-4	33-34
Holidays			
Not Worked	XI	1-2	33-34
Observed	XI	1	33
Worked	XI	3	34
Hours of Work			
General	VIII	1-4	24-28
Shift Differentials	XIV	1-3	37
I			
Illness and Health	XVI	1-11	39-41
J			
Job Classifications	IX	20	32
Job Descriptions	IX	21	32
Job Posting	VII	3(a)(1)	17
Journeyman's License Premium	IX	12	31
Jury Service	XII	1-3	34
K			
Kitting Certification Premium	IX	17	31
L			
Labor Grades, Rate Ranges, Schedules	IX	1	28
Laid-Off Employees			
Group Insurance Benefits	XVI	6	40
Loss of Seniority	VII	9(c, d, e, g)	23-24
Rehire Rights	VII	6	22-23
Layoff			
Exemptions	VII	7	23
Extended	VII	5	21-22
Information Furnished to Union	VII	8	23
Notice of	VII	5(b)	22
Rehiring Procedure	VII	6-7	22-23
Voluntary	VII	5(a)	21
Leave of Absence	XV	1-10	37-39
Medical	XV	1-7	37-39
Military	XV	8-10	38-39
Political Office	XV	3(a)	37
Union Business	XV	3(b)	37
Literature, Posting and Distribution of	XXIV	1-4	45

INDEX	ARTICLE	SECTION	PAGE
Loans from one Occupational Group to Another	VII	3(c)	19
Lockouts	VI	3	16
Lunch Periods	VIII	2(f)	26
 M			
Management Rights	XX	1-5	42-43
Membership, Union	II	1-4	3-4
Military Leave of Absence	XV	8-10	38-39
Medical Leave of Absence	XV	1-7	37-38
 N			
No Strike Clause	VI	1-2	15-16
Non-Bargaining Unit Employees	XXV	1-2	45
Notice	XXIII	1-2	44
 O			
Occupation, Changing	VII	3(d)	20-21
Overtime Distribution	VIII	2	25-26
Overtime Records	VIII	4(b)	28
Oxygen Certification	IX	14	31
 P			
Paid Time Off (PTO)	XIII	1-10	35-36
Buying PTO	XIII	9	36
Selling PTO	XIII	10	36
Pay			
Bereavement	XXVII	1-7	46-47
Call-In	X	1-3	33
Displacement	VIII	3(f-g)	27
Holiday	XI	1-4	33-34
Incentives	IX	4-18	30-31
Jury Duty	XII	1-3	34
Overtime	VIII	1-4	24-28
Shift Differentials	XIV	1-3	37
Payroll Deduction of Union Dues	II	1(a-f)	3
Physical Examinations, Report of	VII	6(a)	22
	XVI	5	40
Physical Restrictions	XVI	2-3	39-40
Posting Notices, Union	XXIV	1-4	45
Probationary Employees	VII	2	17
Product Quality Verification Level II Premium	IX	4	30
Property Damage or Loss	VI	2(d)	16
Promotions, Transfers and Shift Preferences	VII	3	17-21
Premiums	IX	4-18	30-31

INDEX	ARTICLE	SECTION	PAGE
Q			
Qualifications	XXI	1-2	43
Quit	VII	9	23-24
R			
Recalls from Layoff	VII	6	22-23
Receiving Certification Premium	IX	16	31
Rehires, Rights of Laid Off Employees	VII	6	22-23
Release for Union Business	III	15	6
	XV	3(b)	37
Reports Furnished to Union	VII	8	23
Representation	III	1-17	4-8
Rest Periods	VIII	1(f)	25
Retirement and 401k	XXVI	1-4	46
Retroactivity, Grievance	IV	12	11
Rights of Corporation	XX	1-5	42-43
Rights of Veterans	XV	8-10	38-39
S			
Safety	XXII	1-5	43-44
Safety Council	XXII	4(a)	44
Security Clearances	IX	18	31
Security, Union	II	1-4	3
Seniority	VII	1-10	16-24
Across Occupational Groups	VII	3(c)	19
Changing Occupations	VII	3(d)	20-21
Establishment of	VII	2	17
	VII	3(d-e)	20-21
Leaves of Absence	XV	4-5	38
	XV	8-9	38-39
Lists Furnished to Union	VII	8	23
Loss of	VII	9	23-24
Probationary Employees	VII	2	17
Same Date	VII	6(d)	23
Shift Hours Change	VIII	1(e)	25
Shift/Schedule			
Differentials	XIV	1-3	37
Preference	VII	3(b)	18-19
Shipping Certification Premium	IX	15	31
Solicitation of Membership	IV	16	12
Specific Performance	XVIII	1-2	41
Strikes, Stoppages and Lockouts	VI	1-3	15-16
T			
Termination Interview	IV	22	13

INDEX	ARTICLE	SECTION	PAGE
Time Limits in Disciplinary Cases	IV	17	12
	IV	21-22	13
Time and One-Half	VIII	1(a)(1)	24
Trainee			
Layoffs	VII	5(a)	21
Promotions	IX	2(b)	29
Transfers	XX	1-2	42
U			
Union			
Bulletin Boards	XXIV	1-4	45
Business Leave, Authorized	XV	3(b)	37
Dues, Payroll Deduction	II	1(a-f)	3
Office	III	17(h)	8
Membership, Solicitation of	IV	16	12
Security	II	1-4	3-4
V			
Veterans	XV	8-10	38-39
Voluntary Layoffs	VII	5(a)	21
W			
Wages	IX	1-22	28-33
Automatic Progression	IX	2(a)	28
General Increase	IX	1	28
Premiums	IX	4-18	30-31
Waiver	XIX	1	42
Working Hours	VIII	1-4	24-28
Work Schedule, Change of	VIII	1(e)	25
Z			
Zone Representative Duties	III	16	6-7
Zones	III	2-3	4

2022

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Insubordination

(Refusal to Follow an Order)

If an employee refuses to obey an order and you are satisfied that he has no legitimate reason for refusing, tell him/her this:

1. If you refuse to obey my instruction, you will be committing an act of insubordination. This is a very serious offense. You will be subject to discharge if you continue to refuse. Do you understand what I have told you?
2. Now I'm giving you a second direct order to _____. I'm going to leave for a few minutes. When I come back I hope you will have reconsidered.

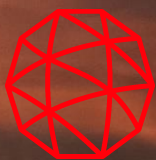
(Leave the employee; get a Management witness and return.)

3. Repeat step one in front of the witness. If the employee again refuses, inform the employee that he/she will be suspended pending further investigation. Contact Labor Relations or after hours contact Security.

If there are no other Management witnesses available, contact security to provide an officer to serve as a witness and make complete notes. If he/she refuses to leave premises, **DO NOT Under Any Circumstances Touch the Employee.** Call Plant Security ext. 75333.

As soon as the employee is gone, write your statement of all the events leading up to the incident describing the incident and describing what actions you took. Go at once to your Supervisor and transfer your notes to the "Notice of Employee Discipline" Form.

**Working Together
to Safeguard
our Country
Since 1951**



L3HARRIS™
FAST. FORWARD.

