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<td><strong>Expiration Date:</strong> 02/12/06</td>
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Rohr, Inc., operating as Goodrich Aerostructures Group

AGREEMENT

EFFECTIVE FEBRUARY 17, 2003
THROUGH FEBRUARY 12, 2006

AERONAUTICAL MECHANICS
LODGE NO. 755

INTERNATIONAL ASSOCIATION
OF MACHINISTS AND
AEROSPACE WORKERS
A.F.L. - C.I.O.
CHULA VISTA
There is a YOU in Safety

Think Safety

Work Safety

Promote Safety
AGREEMENT

between

ROHR, INC.
Chula Vista, California

and the

INTERNATIONAL ASSOCIATION
of

MACHINISTS

and

AEROSPACE WORKERS

and its affiliated

AEROSPACE/DEFENSE INDUSTRY
RELATED LODGE NO. 725,

and its affiliated

AERONAUTICAL MECHANICS
LODGE NO. 755
A.F.L.-C.I.O.

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PREAMBLE


SECTION 1. RECOGNITION

1.01 The Company recognizes the Union as the exclusive collective bargaining agent for the purpose of representing all production, inspection, and maintenance employees of the Company in the classifications as specified in Appendix “A” who are permanently assigned to existing plants and facilities maintained by the Company in San Diego County and to which this contract is presently applied, unless such plant or facility has a lawfully designated Bargaining Unit other than the Union, or who are on permanent assignment to other locations from the Chula Vista plant. In addition, the Company will recognize the Union for all of the production, inspection, and maintenance employees at new plants and facilities within San Diego County performing such work that are extensions of Appendix “A” classifications. Excluded are all employees whose major duties involve clerical, technical, professional work; guards, firemen, timekeepers, and Supervisors as defined in the Labor Management Relations Act of 1947, as amended.

SECTION 2. MANAGEMENT

2.01 The management of the Company and the direction of the work force is vested exclusively in the Company subject to the terms of this Agreement. All matters not covered by this Agreement
may be for its duration administered by the Company. Com-
plaints or disputes concerning the exercise of any Company
prerogatives shall constitute a grievance and shall be processed
through the Grievance Procedure.

SECTION 3. UNION MEMBERSHIP

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

9. 3.02 Before any termination of employment pursuant to this Section
becomes effective, the employee involved shall first be given
notice in writing by the Company to pay the prescribed initia-
tion fee, reinstatement fees, Union dues, and/or all delinquent
dues within ten (10) working days after notification from the
Union to the Company. If the Company is unable to contact the
employee, due to absence from work (vacation, sickness, etc.),
then the ten (10) working day period will commence upon his/
her return to work. If the employee fails to pay the initiation
fee, reinstatement fee, Union dues, and/or all delinquent dues
within the ten (10) working days, the Company shall terminate
the delinquent employee at the completion of his/her work shift
on the tenth (10th) working day after notification to the Com-
pany from the Union. If such fees and/or all dues are tendered
to the Union by money order within ten (10) working days after
the employee receives the notification from the Company, his/
hers dismissal hereunder shall not be required.

SECTION 4. UNION DUES DEDUCTIONS

4.01 The Company shall deduct Union membership dues, original
initiation fees, and reinstatement fees as applicable from the
wages of employees upon the following conditions and at the
time and in the manner hereinafter provided.

A. Deductions will be made from the wages of any employee
who has executed and delivered to the Company each time
he/she enters or reenters the Bargaining Unit a written au-
thorization in one of the following forms: Membership Dues,
Initiation Fee, and Reinstatement Fee Authorization:

NAME: __________________________
FIRST MIDDLE LAST DEPT. SHIFT
EMPLOYEE NO.______ HIRE DATE ______

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

You are hereby authorized:

1. To deduct from my wages each month such sum as shall
have been certified by the International Association of
Machinists and Aerospace Workers, Local Lodge No. 755
(herein called the Union) as owed by me to the Union as
and for membership dues, and original initiation fee, and/or
reinstatement fee. Such deduction shall be made in accord­
ance with the provisions of the Collective Bargaining
Agreement between the Company and the Union.

2. To remit all sums so deducted to the Financial Secretary of
Local Lodge No. 755.

Each current month's deduction as authorized will be deducted
from an employee's check due on the first Friday of each month,
provided:

A. An authorization card has been received by Payroll not later
than noon on Wednesday of the week preceding the week
of deduction as provided above, and has not been revoked.

B. The Union has certified in writing to the Company not later
than the fifteenth (15th) day of the month the amount of
such dues.

C. The initial deduction for initiation fee, reinstatement fee or
Union membership dues will be made during the month
following the month the employee accumulates thirty (30)
calendar days in the Bargaining Unit.
4.03 An original initiation fee or reinstatement fee will be deducted as applicable when the first month's membership dues are deducted from the wages of an employee, provided the Union has notified the Company of the amount of such initiation fee or reinstatement fee not later than the fifteenth (15th) day of the month.

4.04 The Company shall on or before the first (1st) Friday of each month furnish the following information to the Financial Secretary of Local Lodge 755:

MEMBERSHIP DUES:

A. The total amount of monthly dues, original initiation fees and reinstatement fees deduction.

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

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

D. The Company shall, at the same time, remit to the Financial Secretary of the Union its check for the amounts shown above.

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

The Union agrees to reimburse the Company for any dues, initiation or reinstatement fees that the Company erroneously deducts from any employee's wages, but it shall be the Company's responsibility to correct any mistakes that the Company has made, with the individual employees involved. The Company shall, four times each year, in the months of January, April, July and October, furnish two copies of a list to the Union of all employees in the Bargaining Unit. This alphabetical listing shall include all of the following information:
A. Employee name, number, and department

B. Current address

C. Payroll dues deduction, if any

D. Social Security Number

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

A. Dues Deduction - Authorization and Assignment.

B. Election to Pay Directly to Union.

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

NAME: ________________________________
FIRST MIDDLE LAST DEPT. SHIFT
EMPLOYEE NO. _______ HIRE DATE: ______

ELECTION TO PAY DIRECTLY TO THE UNION

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

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

Date: ________________________________
Employee's Signature: ___________________________

The employee will acknowledge such notification and receipt of the two cards in writing on the form as set forth below. He/
she will further agree in writing on such form to sign and return one of the two cards to the Company within thirty (30) calendar days of accumulated service after his/her entry or reentry into the Bargaining Unit to signify which method of fulfilling his/her obligation he/she has selected.

EMPLOYEE SELECTION

I understand that in order to fulfill the conditions of my continuing employment under the Collective Bargaining Agreement applicable to that employment, I must pay through payroll deductions or directly to the International Association of Machinists and Aerospace Workers, Local Lodge No. 755, Union dues. I further understand that I must make such payments commencing with the month following the month in which I have accumulated thirty (30) calendar days of service in the Bargaining Unit; provided, however, I will not be required to make such payments for the month in which I enter or reenter the Bargaining Unit. I hereby agree to sign and return to the Company within such thirty (30) calendar days one of the three attached cards to indicate which means of meeting this obligation I have elected.

Date ____________________
Employee's Signature ____________________

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

4.09 No action shall be taken pursuant to this procedure which contravenes any local, state, or federal statute or other applicable law.

4.10 The Company shall furnish to the Union on a weekly basis the following information:

A. A payroll change list.
B. An employee hire list.
C. A termination check register.
D. Medical Leave of Absence and Return From Medical Leave list.
SECTION 5. STRIKES AND LOCKOUTS

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

5.02 The Union agrees that, as a part of the consideration of this Agreement, it will, within twenty-four (24) hours, take steps to end any unauthorized work stoppages, strikes, intentional slowdowns, or suspension of work, and shall notify its members by newspaper and Company and Union bulletin boards of such violation of this Agreement, and instruct its members to return to work immediately.

5.03 The Union agrees that it will not assist employees participating in such unauthorized work stoppages, strikes, intentional slowdowns, or suspension of work against whatever action the Company may take as a disciplinary measure, which disciplinary action shall be subject to the regular Grievance Procedure.

5.04 As part of the consideration of this Agreement, provided the above stated provisions are fully complied with, the Company agrees that the Union, its officers, agents, or nonparticipating members shall not be held liable for damages for work stoppages, strikes, intentional slowdowns, or suspension of work which have not been properly authorized.

SECTION 6. UNION REPRESENTATION

6.01 STEWARDS:

A. As designated in writing by the Union through its Chief Shop Steward, there may be one (1) Steward for each sixty-five (65) employees or fraction thereof, per shift count, for those employees covered by the Bargaining Unit. A Steward will be permitted to take such time off, normally not to exceed one-half (1/2) hour per shift, non-accumulative, at a time mutually agreed upon by the Steward and Supervisor as is required for the discussion of an employee's grievances concerning wages, hours, and working conditions with an employee under their jurisdiction. This time off is not to be used for the purpose of Union membership solicitation, collecting dues, or other Union business.
B. An employee may interrupt his/her work to contact a Steward after he/she has notified and received the Supervisor's permission. Such request shall not be unreasonably denied.

C. It is agreed that the contacts which are permitted on Company time will not be more frequent or longer than the matter for discussion reasonably requires.

D. Under circumstances considered practical, the Company and the Union may mutually agree to a greater ratio of Stewards in selected areas and may also adjust by mutual agreement the required number and location of Union Stewards, particularly in cases of outlying areas separated geographically from their departments. In accordance with past practice, the Company may request and the Union will, within thirty (30) days, reduce the number of Stewards to conform to the specified ratio herein. If the Union fails to comply with the reduction by the thirtieth (30th) day, the Company shall reduce the most senior Steward to comply with the required ratio until the Union takes appropriate action.

E. The Steward shall be paid by the Company at his/her regular rate of pay for time spent in the processing of grievances and settlement of employees' problems concerning wages, hours, and working conditions. Such payment to the Steward shall be only for time spent on his/her regular shift in processing such grievances (normally not to exceed one-half (1/2)-hour per day) and such meetings approved by the Human Resources Department. Payment for time spent in such meetings must be approved by the Human Resources Department prior to such meeting.

F. Whenever employees under the jurisdiction of a Union Steward are required to work overtime on Saturday, Sunday or on a paid holiday, the Steward may designate one of the employees within the group as an alternate Steward, in his/her absence on those days, to handle emergency disputes, by so notifying his/her Supervisor prior to the end of his/her last shift.

G. Under normal circumstances, the Company will notify the Steward before a discharged employee leaves the plant property. It is understood that there will be times, such as an altercation between employees, which would deem it impractical to make such notifications.
H. An alternate Steward may be appointed by the Steward of the area should the regularly assigned Steward be absent from the plant for one-half (1/2) day or more. The Chief Shop Steward will advise the Human Resources Department in writing in advance of such appointment.

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

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

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

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

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

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

6.03 BUSINESS REPRESENTATIVE: One (1) or more Business Representatives of the Union, accredited to the Company by the Union, shall have access to the Company’s plants during work hours to contact Stewards, to discuss employees’ problems concerning working conditions; and to investigate complaints and grievances. No Business Representative shall enter any plant of
the Company unless and until he/she shall have first notified  
the Human Resources Department. The Company shall not im­  
pose regulations which will have the effect of excluding the  
Business Representative from the plants of the Company or of  
rendering ineffective the intent of this provision, subject to the  
provisions of the Security Section of this Agreement.

SECTION 7. NONDISCRIMINATION

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

The use of the masculine or feminine gender in this Agreement  
shall be construed as including both genders.

SECTION 8. BULLETIN BOARDS

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

A. Notices of Union recreational and social affairs.
B. Notices of Union elections.
C. Notices of Union appointments and results of Union elections.
D. Notices of Union meetings.
E. Notices filed in accordance with the provisions of Para­  
graph 5.02 of this Agreement.

These bulletins and notices shall be used only for the purpose  
of notifying employees within the Bargaining Unit of Union  
business. Such bulletins and notices shall not be used or di­  
rected to employees out of the Bargaining Unit or for Union  
business and shall not be used for the Union organizational
activities and/or for the solicitation of Union membership. Such bulletins and notices shall be either on Union stationery or clearly identified as approved Union issuances and shall bear the signature of an authorized Union officer. All Union bulletins and notices shall be posted by the Union Business Representative, or his/her authorized representative.

SECTION 9. WORKDAY AND WORKWEEK

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

9.02 Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

9.03 In the event the Company deems it advisable to work all employees on a short workweek, employees will be notified in advance which days are to be worked and such days worked shall be consecutive. The Company will not change the workweek without first negotiating with the Union.

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

9.05 The Company shall not be liable for time spent in the plant outside of an employee’s regular shift unless such time is specifically authorized by the Company.

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

9.07 As used in this Agreement, “First Shift” shall mean the group of employees working between 6:00 a.m. and 4:30 p.m.; “Second Shift” shall mean the group of employees working between 2:30 p.m. and 1:00 a.m.; “Third Shift” shall mean the group of employees working between 11:00 p.m. and 7:30 a.m. Whenever necessary, the Company may institute lap-over shifts in the established workweek in order that production may not be
interrupted. Assignments to such shifts shall be voluntary on
the part of the employee. Bonus payments required for lap-over
shifts shall be paid in accordance with the amounts specified in
Section 12 (Bonus Rates). On special occasions such as the day
before the Christmas shutdown or all-employee meetings [limited
to no more than two (2) meetings in any one (1) calendar
year], the Company may institute changes to the starting or fin-
ishing times of employees' shifts. In such instances, employees
will not receive overtime pay unless they work greater than eight
(8) hours for first or second shift or six and one-half (6-1/2)
hours on third shift. The Union will be notified at least 30 days
prior to any change in shift starting/finishing times.

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

9.09 IRREGULAR WORKWEEK: The Company will have the
ability to create an Irregular Workweek by the principles out-
tined in Memorandum of Understanding No. 18.

SECTION 10. SALARIED EMPLOYEES
PERFORMING BARGAINING UNIT WORK

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

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

In the event the Chief Shop Steward and/or Business Represen-
tative believes the provisions of this Section have been abused,
he/she may request an immediate meeting to resolve the matter
with the appropriate functional representative of Management
and the Director of Human Resources.
SECTION 11. SAVING CLAUSE
AND SUCCESSOR CLAUSE

11.01 Should any part hereof, or any provisions herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect. The Union and the Company shall, within thirty (30) days, renegotiate the affected portion of this Agreement. Any modification or changes to this Agreement brought about by the above negotiations shall be in writing and signed by the parties hereto.

11.02 The provisions of this Agreement shall be binding upon the Company and its successors, assigns, or future purchasers as determined by applicable Federal and State regulations in effect at the time of such action.

SECTION 12. BONUS RATES

12.01 A bonus of fifty (50) cents per hour for all hours worked shall be paid to all employees working on the second shift.

12.02 A bonus of twenty (20) cents per hour shall be paid to all employees working on the third shift. Third shift employees shall receive the equivalent of eight (8) hours pay at their regular rate for six and one-half (6-1/2) hours worked.

12.03 An employee whose regular shift falls within the regular work hours of first and second shift shall be paid a bonus of fifty (50) cents per hour for all hours worked on the second shift, provided one (1) or more hours are worked on the second shift.

12.04 An employee whose regular shift falls within the regular work hours of the second and third shift shall be paid a bonus of fifty (50) cents per hour for all hours worked.

12.05 An employee whose regular shift falls within the regular work hours of the third and first shift shall be paid a bonus of twenty (20) cents per hour for all hours worked on the third shift, provided one (1) or more hours are worked on the bonus shift.

12.06 For the purpose of this Agreement, regular rates shall mean base rates plus, if applicable, shift differential and Group Leader bonus.
For the purpose of this Agreement, eight (8) hours pay for six and one-half (6-1/2) hours worked on the third shift shall not be referred to as a shift differential bonus. For the purpose of determining straight time rates for third shift employees, the computation for payment is based on:

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

For example, if employees had a base rate of $9.00 per hour, their total compensation would be $9.00 plus $0.20 bonus rate multiplied by 8 or $73.60 divided by 6.5 or $11.32 per hour.

**SECTION 13. AUTHORIZED LEAVES OF ABSENCE**

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

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

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

However, employees who have been on medical leave for twelve (12) months and with twenty-seven (27) or more continuous years of service, may request additional medi-
cal leave of absence up to thirty-six (36) months. Such requests for extensions must be accompanied by supporting medical documentation verifying the need for extension. It is understood if the additional leave is granted, the Company will not contribute towards the cost of the employee’s Group Health care benefits during this period of time.

When returning from a medical leave, the Medical Department will quickly review (normally within two [2] days) an employee’s condition and return him/her to work unless there are unusual circumstances such as inability to contact the employee’s treating physician for consultation. Employees who return to work from a medical leave and in the opinion of management and the Medical Department are incapable of physically performing their normal full time duties will be immediately placed on unpaid leave status until conditions upon which the employee will be allowed to return to work are resolved. In this instance, the urgency to arrive at a win/win solution that is recognized as in the best interest of all parties. Should the Company and Union not agree on returning an employee to work, an Independent Medical Examiner (IME) and Job Analysis Specialist (JAS) will be employed. The JAS will analyze the employee’s job and forward the results to the IME who will make a final and binding decision.

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

B. Treatment or therapy for an accepted work related illness or injury will be scheduled after or before working hours. If the treatment or therapy must occur during working hours, employees will be paid for necessary hours missed up to the end of their normal shift.
C. Employees on authorized leave of absence due to occupational illness or injury will continue to accumulate vacation and sick leave credits during the remainder of their current vacation eligibility year.

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

Employees will be granted leaves of absence for military encampment for a two (2) week period once a calendar year. The Company will reimburse the difference between military pay and the normal workweek pay, excluding weekend pay received from the military.

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

13.03 Bereavement Leaves: Bereavement pay is intended to compensate an employee who has completed his/her probationary period only for time off work for which the employee does not receive compensation. When death occurs in the employee's immediate family (parents, grandparents, grandchildren, parent of a current spouse, children, dependent stepchildren, stepparents, brother, sister, and spouse), the employee, on request, will be paid for any three (3) consecutive normally scheduled working days (excluding Saturdays and Sundays), one of which shall be the date of the memorial service. In the event the memorial service occurs on Saturday, Sunday or a paid holiday, the employee may take the three (3) days immediately adjacent to the day of the memorial service.

An employee must make written application within two (2) weeks after return from leave and shall receive the amount of wages he/she would have earned by working during straight-time hours on such scheduled days of work for which he/she is excused (excluding Saturdays and Sundays). An employee will not receive bereavement pay when it duplicates pay received for time not worked for any other reason, unless the memorial service occurs while an employee is on paid vacation, then the vacation may be extended up to three (3) days.
13.04 UNION BUSINESS LEAVES: Leaves of absence without pay with seniority unimpaired shall be granted to full-time Representatives of the Union, not to exceed five (5) employees. Absences from work of members of the Union Negotiating Committee (not to exceed six (6) employees) because of time spent in collective bargaining negotiations with the Company during the ninety (90) day period immediately preceding the termination date of this Agreement will be excused, without pay, and they shall not be subject to Paragraphs 14.04 and 16.03, or lose credits under the Pension Plan, provided that an authorized written communication from a Business Representative of the Chula Vista Lodge No. 755 of District 725 is received by the Human Resources Department normally not less than twenty-four (24) hours prior to the time off. Time off for Union business other than collective bargaining with the Company will also be excused, without pay, provided that advanced notice, as described above, is received.

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

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

SECTION 14. VACATION

14.01 Employees will accrue vacation from their first full calendar month of employment. A calendar month is interpreted as a major portion of a month or thirteen (13) regularly scheduled work days. Vacations will not be credited for any fractional part of a month of service. Employees who have nine (9) or less years of continuous service will accrue at the rate of 6.67 hours at the end of each calendar month. Employees who have completed nine (9) years, but less than nineteen (19) years of continuous service from their last date of hire will be credited with 10.00 hours at the end of each calendar month of continuous service. Employees who have completed nineteen (19) or more years of
continuous service will be credited with vacation according to the following schedule:

<table>
<thead>
<tr>
<th>COMPLETED YEARS OF CONTINUOUS SERVICE</th>
<th>VACATION HOURS PER MONTH AT THE REGULAR RATE OF PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>13.34</td>
</tr>
<tr>
<td>20</td>
<td>14.00</td>
</tr>
<tr>
<td>21</td>
<td>14.67</td>
</tr>
<tr>
<td>22</td>
<td>15.34</td>
</tr>
<tr>
<td>23</td>
<td>16.00</td>
</tr>
<tr>
<td>24</td>
<td>16.67</td>
</tr>
</tbody>
</table>

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

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

Vacation can also be taken in four (4) hour increments up to six (6) times in any calendar year, with approval of the Supervisor five (5) days prior to the absence.
14.02 Employees who leave the Company for any reason will receive payment for their credited, accrued and unused vacation.

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

14.04 VACATION ADMINISTRATION: It is mutually agreed that vacations will be administered in the following manner:

A. Employees will receive pay for credited, accrued and unused vacation when they terminate from the Company.

B. Employees who are on a leave of absence shall have their vacation credited each month in accordance with 14.01. However, employees on leave of absence due to occupational illness or injury will continue to accumulate regular vacation credits each month until the end of the next anniversary month.

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

14.05 VACATION SHUTDOWN: The Company will have the option of instituting a vacation shutdown during the Thanksgiving week for all employees covered under this agreement. Employees will be required to use vacation, sick/personal leave or take a company convenience leave during this shutdown. If they do not have vacation the Company will advance sufficient vacation hours to those employees requiring vacation time.

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

This shutdown will cover the three (3) days preceding the Thanksgiving holidays.

If this shutdown is scheduled, the Company will notify all employees and the Union leadership ninety (90) days prior to the shutdown.
SECTION 15. HOLIDAYS

15.01 The Company recognizes the following holidays during the term of this Agreement:

2003 HOLIDAYS
- Memorial Day: Monday, May 26, 2003
- Independence Day: Friday, July 4, 2003
- Labor Day: Monday, September 1, 2003
- Thanksgiving Day: Thursday, November 27, 2003
- Friday following Thanksgiving: Friday, November 28, 2003
- Christmas Holiday: Monday, December 24, 2003
- Christmas Holiday: Thursday, December 25, 2003
- Christmas Holiday: Friday, December 26, 2003
- Christmas Holiday: Monday, December 29, 2003
- Christmas Holiday: Tuesday, December 30, 2003
- Christmas Holiday: Wednesday, December 31, 2003

2004 HOLIDAYS
- New Year’s Day: Thursday, January 1, 2004
- Christmas Holiday: Friday, January 2, 2004
- Memorial Day: Monday, May 31, 2004
- Independence Day: Monday, July 5, 2004
- Labor Day: Monday, September 6, 2004
- Thanksgiving Day: Thursday, November 25, 2004
- Friday following Thanksgiving: Friday, November 26, 2004
- Christmas Holiday: Friday, December 24, 2004
- Christmas Holiday: Monday, December 27, 2004
- Christmas Holiday: Tuesday, December 28, 2004
- Christmas Holiday: Wednesday, December 29, 2004
- Christmas Holiday: Thursday, December 30, 2004
- Christmas Holiday: Friday, December 31, 2004

2005 HOLIDAYS
- Memorial Day: Monday, May 30, 2005
- Independence Day: Monday, July 4, 2005
- Labor Day: Monday, September 5, 2005
- Thanksgiving Day: Thursday, November 24, 2005
- Friday following Thanksgiving: Friday, November 25, 2005
- Christmas Holiday: Thursday, December 22, 2005
- Christmas Holiday: Friday, December 23, 2005
- Christmas Holiday: Monday, December 26, 2005
Christmass Holiday Tuesday, December 27, 2005
Christmas Holiday Wednesday, December 28, 2005
Christmas Holiday Thursday, December 29, 2005
Christmas Holiday Friday, December 30, 2005

2006 HOLIDAYS

New Year’s Day Monday, January 2, 2006

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

15.03 Employees who have earnings in the week in which a holiday occurs shall be eligible for holiday pay. Also, employees who are on paid sick leave, Union business or jury duty shall be eligible for holiday pay. Employees must be on the active payroll at the time paid holidays occur in order to be eligible for holiday pay. However, employees who retire, are laid off or who are granted an approved medical leave when the first day of such retirement, layoff, or leave was within thirty (30) calendar days prior to a holiday will be eligible for holiday pay. Two or more holidays occurring in sequence will be treated as a single holiday for the purpose of this requirement.

SECTION 16. SICK LEAVE

16.01 Sick leave shall be credited on the employee’s next anniversary date and each anniversary date thereafter, in accordance with the following schedule:

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

16.02 Sick leave shall be used for the purpose of reimbursing the employee for absence due to illness or can be used as personal days. Payment shall not be made unless the employee claiming such payment shall have notified his/her supervisor no later
than two hours after the start of the shift. At the time of such call, the employee will receive a call control number that will be used for the purpose of later confirming or verifying the call. If he/she is entitled to such a paid day, it will be included in his/her paycheck for the affected week whenever practicable.

An employee may use his/her sick leave in four (4) hour increments. Supervisor approval must be obtained in advance for an employee to leave early from work.

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

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

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

16.06 SICK LEAVE ADMINISTRATION: It is mutually agreed that sick leave will be administered in the following manner:

A. Employees terminated for reasons other than layoff, retirement, or death will receive unused credited sick leave, with no pro-rata.

B. Employees having less than one year of service who are laid off do not receive pro-rata sick leave. However, an employee having at least two months but less than one year of service who is laid off and is subsequently reinstated shall receive sick leave allowance in accordance with the table contained in Item D below, providing he/she remains on the payroll for a period of two months after reinstatement. Payment of such sick leave earned shall be
made at the completion of two months of service after
reinstatement provided he/she has completed at least one
full year of continuous service.

C. Employees on leave of absence due to occupational illness
or injury will continue to accumulate regular sick leave cred-
its during the remainder of their current anniversary year
of employment. Time off beyond their anniversary date shall
be prorated in accordance with the table contained in Item D.

D. Employees with more than one year of service who are re-
instated after layoff or return from a leave of absence shall
receive pro-rata sick leave on their next anniversary date
as follows:

<table>
<thead>
<tr>
<th>YEARS OF SERVICE WITH ROHR (IN HOURS)</th>
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<tbody>
<tr>
<td>Active Months</td>
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<td>---------------</td>
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<td>19-</td>
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<td>30-</td>
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</tbody>
</table>

* A month is interpreted as a major portion of a month, or 13
regularly scheduled workdays.

E. However, employees with more than one year of service
who are laid off, retired, or deceased in the twelfth month
of their anniversary year and who have not been absent the
major portion of any month during their anniversary year
will be credited with sick leave at the time of termination
due to layoff, retirement, or death. The crediting of such
sick leave shall not apply to any other type of termination.

F. Employees entering military service shall receive unused
credited sick leave at the time of their induction. Upon
reinstatement, they shall be credited with pro-rata sick leave.
based on the number of months worked during the anniversary year in which they entered military service. (The table contained in Item D above is used for these calculations.) For example, an employee with a hire date of September 1, 1963, who terminated to enter military service on June 1, 1965, and was reinstated on June 1, 1967, would be credited with two days of pro-rata sick leave for the period of September 1, 1964, to June 1, 1965, both items to be used during the period June 1, 1967, to September 1, 1967. Employees who return from military service and are not reinstated due to seniority shall be paid pro-rata sick leave as calculated in accordance with Item D above. Such payment shall be requested in the form of an IDM to Payroll.

SECTION 17. CALL IN PAY

17.01 Employees called to the plant for work at times other than their regular work period shall be paid at the rate of one and one-half \((1\frac{1}{2})\) times their regular rate for all hours worked except if called in on Sunday or a recognized holiday in accordance with this Agreement, in which case they shall be paid double their regular rate of pay for all hours worked. In no case shall they receive less than four (4) hours pay and/or work at their applicable overtime rate as specified above.

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

SECTION 18. REPORT TIME PAY

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

18.02 EMERGENCY CONDITION: In circumstances where work is not available due to conditions described in 18.01, the Company may temporarily lay off employees irrespective of seniority within an area, cost center, or department for the balance of the day (not to exceed the remainder of the shift on which the emergency occurred and the next two (2) succeeding shifts).
Employees who are notified to come back or who have left the Company’s premises and are called back to work after the termination of their regular shift shall receive four (4) hours work or four (4) hours pay at the applicable overtime rate.

SECTION 19. GROUP LEADER

An employee who is promoted to lead an assigned group of five (5) or more employees and whose duties shall include checking of actual work operation, giving guidance and instruction to an assigned group shall be classified as a Group Leader and may perform any phase of the work operation. However, Group Leaders will not perform work if: (1) they have not established seniority in a classification and employees holding that classification are laid off or regressed, or (2) they have established seniority in a classification, but employees more senior than they holding that classification are laid off or regressed. Under certain circumstances, such as a work operation being spread over a wide area, or a specialized operation occurring on a second or third shift, it may be necessary to have a Group Leader who will lead less than five (5) employees.

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

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

For the distribution of overtime, Group Leaders will not work overtime unless they are performing their duties as a Group Leader, including leading five (5) or more employees, except in circumstances where a Group Leader normally leads less than five (5) employees. However, in cases where the Group Leader has less overtime than employees in his/her assigned group who hold the same classification as the Group Leader, the Group Leader will be included in the distribution of overtime within such classification. Example: An employee classified as a Saw
Operator is promoted to a Saw Operator - Group Leader. Among the employees in his/her assigned group are employees classified as Fabricator - Sheet Metal Parts, Saw Operator, and Router Operator. The Group Leader shall be included in the distribution of overtime only among the Saw Operators and shall not be included in nor have any right to the overtime distribution in other classifications being led.

19.05 Group Leaders shall accumulate seniority in the classification from which they are promoted and be so coded in that classification. For example, if an Assembler - Structures/Thrust Reverser is promoted to lead a group of Assemblers - Structures/Thrust Reverser, he/she will be coded 4040 as an Assembler - Structures/Thrust Reverser - Group Leader. Similarly, if an Assembler - Structures/Thrust Reverser is promoted to lead a group of Assemblers - Structures/Thrust Reverser and Automatic Riveting Machine Operators, he/she will likewise be coded as an Assembler - Structures/Thrust Reverser - Group Leader.

19.06 In the event of a reduction in the working force within a classification, Group Leaders will be affected according to their classificational seniority unless the Company and Union mutually agree to retain them as a Group Leader out of seniority.

19.07 A Group Leader shall not keep employee records such as attendance cards, work performance, quality of work, etc., undertake any disciplinary action against another hourly employee, authorize employees to exit or enter the plant at irregular hours, or authorize overtime or request overtime of employees in his/her assigned group or be responsible for overtime registers.

SECTION 20. EXTENDED LAYOFF BENEFITS

20.01 COMPANY LIABILITY:

A. The Company shall assume the liability subject to the limitations of this Section 20 for providing the benefits specified in Paragraph 20.02 hereof. The Company’s maximum liability at any time shall be calculated in monthly increments equal to $5.20 times the number of employees (excluding employees on layoff or leave of absence without pay) on the first Monday of each month but in no event shall the accrued amount of such liability, at any time, after subtracting from such amount the amount of any benefits paid pursuant to Paragraph 20.02 hereof, exceed an amount
equal to $150 per employee (excluding employees on leave of absence without pay or layoff other than eligible employees on layoff who have applied for and have not as of that date received a benefit) on the first Monday of the month involved including the current liability provided for in the January 23, 1978, Company Union Agreement.

B. When the monthly increments, calculated in accordance with Paragraph 20.01A above, have reached such level of $150 per employee, and have thereafter been reduced below that amount by the payment of benefits, paid under Paragraph 20.02 hereof, the Company’s liability shall thereafter begin with the first Monday of the next month be increased by the monthly amounts calculated in accordance with Paragraph 20.01A above, until such level of $150 per employee has again been reached.

C. Nothing in this Section 20 shall be interpreted as a guarantee by the Company of any benefits; however, the Company shall, subject to the limitations provided in this Paragraph 20.01, be liable for the payment to eligible employees of the benefits specified in Paragraph 20.02 hereof, in accordance with the provisions and limitations of this Section.

20.02 EMPLOYEE BENEFITS: Among the purposes for which the benefits specified in this Paragraph 20.02 are provided are to help pay living expenses by supplementing and not replacing unemployment compensation. An employee must have five (5) years of continuous service in order to be eligible for any benefits under Section 20. Subject to the liability limitations of the Company specified in Paragraph 20.01 hereof and the other provisions of this Section, the Company agrees to pay benefits to eligible employees (defined as follows: (1) Laid off as a result of a reduction of the working force when such layoff is of indeterminate length at the time of layoff and is extended for a minimum period of four (4) weeks and who make written application for benefits prior to any recall and loss of seniority rights under the Company-Union Agreement, (2) early and normal retirees under the Rohr Employee’s Pension Plan, (3) deceased, (4) entry into the Armed Forces of the United States, and (5) total and permanent disability for a continuous period of six (6) or more months) who have been credited with five (5) or more full years of qualifying service as defined below, as follows:
A. When a benefit is to be paid hereunder, the Company’s maximum liability calculated in accordance with the provisions of Paragraph 20.01 hereof exceeds an amount equal to $75 per employee (excluding employees on layoff or leave of absence without pay) a benefit of $75 for each full year of qualifying service (employees’ qualifying service shall be the same as their credited service, since their most recent date of hire, under the Rohr Employee’s Pension Plan, except that no credit shall be allowed for a fractional part of a year of service) to a maximum of $2,250 for thirty (30) or more years of qualifying service, shall be paid as a lump sum to eligible employees providing the Company’s maximum liability at that time is sufficient to pay the employee benefits. If the payment of benefits to all eligible employees in any one month ($75.00 per employee for each full year of qualifying service) would exceed the amount of the Company’s maximum liability at that time, then eligible employees who retire, and deceased employees’ beneficiaries shall receive maximum accrued benefits, fund permitting, prior to other benefits being paid. Benefit amounts for remaining eligible employees will be equally reduced in accordance with the following example:

There are sixteen (16) employees involved within the following circumstances:

1. Two (2) retirees with combined accredited seniority equaling twenty-six (26) years.
2. One (1) deceased person with ten (10) years, but less than eleven (11) years.
3. Six (6) eligible employees on layoff with five (5) years eligibility.
4. Four (4) eligible employees on layoff with six (6) years eligibility.
5. One (1) eligible employee on layoff with nine (9) years eligibility.
6. Two (2) eligible employees on layoff with ten (10) years eligibility.

The Company liability for purposes of this example is $5,200 x 1000 B/U employees on the active payroll equaling $5,200 a month. Using the base liability of $5,200, the following payments would be made:

Two (2) retirees - 26 years x $75 = $1,950
One (1) deceased person - 10 years x $75 = 750

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

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

However, in the event of a subsequent eligibility termination of employees who received such reduced benefit, such employees after such subsequent termination and another minimum period of four (4) full weeks may, if otherwise eligible and if the Company’s maximum liability at that time permits, apply for a benefit in an amount equal to the difference between the reduced benefit received and the amount they would have received had the benefit not been reduced under the provisions of this Paragraph 20.02A. In the event employees shall be recalled pursuant to the Collective Bargaining Agreement, they shall be eligible for all full years of qualifying service since their most recent date of hire, except for years of qualifying service based upon which benefits under this Section shall have been paid as above provided.

B. Benefits shall be payable to eligible employees whose termination has been extended without re-employment by the Company for a minimum period of four (4) full weeks and who make written application therefore to the Company on the appropriate forms. Benefit checks shall be mailed to such eligible employees at the address contained in such application, as soon during the calendar month after the month in which the written application is filed as is practical, but in no event prior to the expiration of such four (4) full week period.

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

D. No employee shall be eligible for any benefit if, during the four (4) week period referred to in Paragraph 20.02B above, they received, are eligible for, or claim any benefit under
any Workers’ Compensation laws (other than survivor’s allowance or disability benefit which during the four (4) week period they receive or would be eligible to receive while in full time active employment).

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

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

G. Any employees who intentionally misrepresent or fail to disclose any material facts, in connection with any application for or receipt of any benefit under this Section, shall forfeit any rights under this Section that they may have accrued up to that time, and shall in addition forfeit their recall rights and seniority.

20.03 CONDITIONS TO EFFECTIVENESS AND CONTINUATION OF THIS SECTION

A. GOVERNMENTAL RULINGS AND ADVANCE UNDERSTANDINGS: The Company shall not be required to assume any liability under this Section in respect to Extended Layoff Benefits granted to eligible employees as defined in Paragraph 20.02 (except laid off employees) until it shall have received (i) from the United States Department of Labor a currently effective ruling or rulings holding that no part of such liability, or benefit paid, shall be included in the regular rate of pay of any employee; (ii) a ruling from the Director of the Department of Employment of the State of California that the receipt of benefits hereunder will not result in disqualification for or reduction of State Unemployment Benefits; (iii) from the Internal Revenue Service a currently effective ruling or rulings that benefits provided for under this Section shall not constitute income to the employees until paid and shall be deductible by the Company as ordinary business expense at that time; and (iv) from the appropriate Governmental agencies or contracting parties advance understandings that liabilities accrued hereunder shall be
reimbursable or recognized as costs applicable to the
performance of the Company's contracts.

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

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

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

A. Benefits shall be payable hereunder only to the person who is eligible therefor, except that if the Company shall find that such person is deceased or terminated by reason of death, any benefit otherwise payable to that person shall be paid to that person's duly appointed legal representative, if there be one, or if not, to the spouse, or dependent child or children of such person as the Company in its discretion may determine, and any such payment so made shall be complete discharge of any liability with respect to such benefits.

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

20.05 TERM:

A. This Agreement shall become effective as of the first Monday following ratification by the Union and shall remain in full force and effect to and including February 12, 2006. During the term of the parties' Agreement as to this Section 20, its provisions shall not be amended, modified, suspended or terminated except as provided in Paragraph 20.03 hereof.

B. Upon termination of the parties' Agreement under this Section 20 whether by expiration of the term of this Agreement or otherwise, the Company shall have the right to continue to pay benefits under and pursuant to this Section until the balance of all liabilities, accrued at the effective date of such termination, if any, shall have been paid hereunder or
in the event it shall elect not to do so, the Company and the 
Union shall agree upon the disposition of any such balance 
in some other manner.

SECTION 21. VOLUNTARY CONTRIBUTORY 
SAVINGS PLAN FOR REPRESENTED EMPLOYEES 

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

SECTION 22. SENIORITY 

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

22.02 For the purpose of seniority, employees hired on the same cal-
cendar day shall be in alphabetical order of current surname, and 
if current surnames are identical, in alphabetical order of ini-
tials. Effective February 13, 1984, changes in surname will have 
no effect on the established seniority ranking. Employees with 
different hire dates who enter classifications on the same date 
will be given seniority ranking by hire date, but only as this 
relates to other employees with the same classificational sen-
iority date. This will apply only before employees acquire plant 
hire date seniority.

The classificational seniority of employees transferring into a 
classification in which they have not been previously classified 
will be determined by the physical date of their assignment to 
the work of the new classification rather than by the effective 
date of the change in status form. However, employees who 
have an approved transfer request (Form 1034) on file who are 
retained after an opening occurs in the requested classification 
will upon transfer be credited with seniority retroactive to the 
date that the opening occurred. It is understood that changes in 
the rate of pay will continue to be based on the effective date of 
the change of the status form, but not later than eight (8) work-
days. An employee on loan to another classification will not establish seniority in the classification loaned to. However, if the employee, while on loan, is reclassified in the classification loaned to, seniority will be established as of the day the employee commenced work during the instant loan period.

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

22.04 ACQUIRING SENIORITY: The employee’s entry date into each classification determines his/her respective seniority date in such classification. An employee will accumulate seniority in a classification from the date he/she enters that classification and will continue to accrue seniority in that classification as long as he/she is employed by the Company.

In discussions held during the 1980 Negotiations concerning the application of this Section, the parties agreed that beginning with the date of the signing of the 1980 Labor Agreement, employees who transfer into the Bargaining Unit for the first time from non-represented positions within the Company shall be credited with seniority effective the date they enter the Bargaining Unit. The application of seniority in such cases shall be in accordance with the following examples:

A. An employee was hired at the Company on January 2, 1978, in a non-Bargaining Unit position. On December 1, 1980, he/she transferred to the Bargaining Unit as a Plaster & Plastic Tooling Builder. His/Her seniority in the Bargaining Unit is December 1, 1980. On July 1, 1981, he/she transferred to the classification of Inspector - Tooling. Upon serving the time specified in Section 22.04 to gain plant hire date seniority, his/her seniority in the Inspector - Tooling classification will be December 1, 1980, instead of January 2, 1978.

B. An employee was hired by the Company on January 2, 1974, as a Manufacturing Technician. His seniority in the Manu-
The classification held by an employee at the time he/she completes his/her probationary period shall be the classification in which he/she establishes classificational seniority retroactive to his/her hire date. Other classifications held during the probationary period will be voided for seniority purposes. Employees who transfer from one classification to another classification will, after working in the new classification for the periods of time specified below, assume their plant hire date seniority in the second classification except as provided in Section 22.03 above.

**FACTORY YEARS WORKED**

<table>
<thead>
<tr>
<th>LABOR GRADES</th>
<th>YEARS WORKED</th>
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</thead>
<tbody>
<tr>
<td>1-5</td>
<td>3 years</td>
</tr>
<tr>
<td>6-9</td>
<td>2 years</td>
</tr>
<tr>
<td>10</td>
<td>6 months</td>
</tr>
</tbody>
</table>

In the interim period between date of assignment into the new classification and the completion of work periods described above, the employee's seniority will be established as of the date of assignment into the classification as defined in Paragraph 22.02.

**22.05 APPLICATION OF SENIORITY:** The most senior qualified employee will be transferred, retained or recalled. For purposes of this Section, "transferred" means to another classification; "retained" is in the event of a reduction of personnel; and "recalled" is from layoff or regression.

**22.06 REDUCTIONS AND RECALLS:** In the reduction of the working force in a classification, employees who would otherwise be laid off shall be given the opportunity to regress to classifications in which they have satisfactorily performed for the Company, which are being performed by employees with less seniority. In the reduction of personnel, the affected employee(s) will regress or displace to the department with the least senior employee in the classification. The employee may displace the least senior first shift employee seniority permit-
The least senior first shift employee will then displace the least senior employee in the department. The displaced employee may regress to formerly held classifications seniority permitting. Employees may accept a layoff in lieu of such transfer. Employees shall be recalled to their former classification in order of seniority. They may be offered other available classifications and retain their recall rights to their former classifications. Employees may refuse recall to lower classifications and retain their recall rights to their former classifications.

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

In accordance with discussions held during the 1977 Negotiations concerning allowing an employee to refuse recall in the plant, it was agreed between the parties that an employee will be allowed to refuse recall to formerly held classifications without jeopardizing his/her seniority. Such refusal must be in writing on the Company Refusal of Recall form. The form allows an employee to refuse recall to a higher classification at that time or until such time he/she registers for the recall to the refused classification and takes the next available opening, failure to accept will forfeit recall rights until such time he/she is subject to layoff from the plant.

Employees who have refused regression, then reinstated their recall rights, must accept the next recall or lose all recall rights to the classification refused. Employees due to reduction of the working force who do not have any more opportunities to regress or did not have any opportunity to regress, and employees on layoff, shall be offered available job openings in the Bargaining Unit which they are qualified to perform. The Company will place these employees in classifications where there are openings before hiring new employees into those classifications. Such placings shall be done in accordance with Paragraph 22.04 of the Agreement. The Company will notify laid off employees of available openings by certified mail. The laid off employee must report to the Company within five (5) workdays from the date of mailing or he/she will forfeit his/her opportunity for the available opening. The most senior employee as determined by his/her plant hire date seniority will have priority over less senior employees provided he/she is qualified to fill the available job opening. The Company will make available a Skill and Experience form to supplement the information on the employee’s employment application.
It is agreed by the parties that the Company will continue the practice established of making Skill and Experience forms available at the Personnel Control office and at the Tool Checkout area.

This will provide employees on layoff as well as employees in the process of being laid off the opportunity to provide the Company with a list of jobs desired and supplemental information not contained on their employment applications.

In order to be given consideration for openings in classifications not contained in their Rohr employment record, it is the obligation of employees wishing to exercise the Skill and Experience provision to provide the Company with the names of the Appendix “A” jobs desired, along with specific related information that would qualify the employee to fill existing openings as well as future openings.

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

**SKILL AND EXPERIENCE**

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<tr>
<th>L. DOE</th>
<th>10000</th>
<th>SEALER</th>
<th>DEC. 1, 1986</th>
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<tbody>
<tr>
<td>Name</td>
<td>Badge No.</td>
<td>Title of Rohr Job</td>
<td>Date</td>
</tr>
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<td></td>
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<td></td>
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</tbody>
</table>

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

Rohr Job Title: Labor Grade Previous and Related Experience

1. 2-1007 Assembler 7 Eastern Airlines Repair Mechanic 1980
2. 2-5002 Maintenance Worker 2 Mech. USN 1976-1980

It is agreed that the failure to complete related experience will be considered “None.” Additionally, the use of “Anything” under Rohr job title will not be given consideration.

TEMPORARY RECALL: An employee on layoff may refuse recall to a job of temporary nature without losing his/her recall rights for the next opening for which he/she is eligible to be recalled, provided the temporary job can be filled by qualified employees on the layoff list or from other sources. If the tem-
Temporary job cannot be filled through recall or other sources, he/she will be required to accept the job or forfeit his/her recall rights. A temporary job is defined as one which the Company estimates is of sixty (60) days duration or less. The sixty (60) day period of time may be extended by mutual agreement between the Company and the Union. Occasionally, employee absences or temporary increase in workload in certain classifications required the Company to send temporary recall letters to employees to return to work for extremely short periods of time. (Example: In some cases employees were sent recall notices for one (1) day of work.) In order to alleviate this problem, the Company is not obligated to temporarily recall employees to fill temporary vacancies or temporary increases in the workload up to a maximum of ten (10) working days provided mutual agreement is reached with the Chief Shop Steward or the Business Representative. Temporary vacancies will be filled by employees in the classification or those employees who have held the classification. In the event additional time is needed, this time may be extended by mutual agreement from either the Business Representative or Chief Shop Steward.

TEMPORARY ASSIGNMENT RESTRICTIONS: An employee may be assigned to perform the work of lateral or lower classifications, for a period not to exceed sixty (60) calendar days, when such assignment does not violate the overtime provisions of this Agreement and employees are not on layoff or reassignment from the affected classifications. Should requirements be necessary beyond sixty (60) calendar days, the Company will meet such needs through transfer requests in accordance with Section 22.07. This time period may be extended by mutual agreement between the Company and the Union. This provision is exclusive of the temporary recall provision.

COMPANY CONVENIENCE LEAVES: The Company and the Union jointly encourage continuation of the Company Convenience Leave Program. It is further agreed that employees will not lose any credit toward benefits applied under the Labor Agreement and such time off will be considered as Company authorized absence.

MANDATORY COMPANY CONVENIENCE: Mandatory Company Convenience may be made for periods not to exceed five (5) working days for reasons of, but not limited to, equipment breakdown, lack of work, shortage of materials, or causes of a like nature. Such Mandatory Company Conveniences shall
be made in inverse seniority order of the classification within the affected department or specific work area. This will only be done if after the practice of company convenience volunteers, reassignments and vacation days have been exhausted. Employees can only be affected up to five (5) workdays in any one calendar year. In each instance, the Chief Shop Steward or the Business Agent will be contacted prior to a Mandatory Company Convenience being implemented.

22.07 TRANSFERS: Employees will be given full consideration for transfer to another classification and/or department by completing Form No. 1034 (Request for Status Change) and submitting such request to their Supervisor. The Supervisor and employee will jointly sign and date a completed Form 1034-4 (Request for Status Change) within twenty-four (24) hours after the employee has submitted the request to his/her supervisor. The Supervisor will sign and date the form, return one (1) copy to the employee, submit one (1) copy to Personnel Control and retain one (1) copy. If the employee is not notified within the thirty (30) day period he/she will contact Personnel Control. Personnel Control will respond within five (5) working days. Employees seeking a transfer may file up to three (3) requests per year (Request for Status Change) outlining their specific reasons and qualifications for such transfers. Employees desiring to transfer to a higher classification must have been in their present classification for at least six (6) consecutive months. Employees desiring to transfer to a lateral or lower classification must have been in their present classification for at least twelve (12) consecutive months. Employees desiring to transfer to another department within his/her classification must have been in his/her present classification and department for a period of twelve (12) consecutive months. The time requirements specified for classification transfers and departmental transfers will apply only to current assignments resulting from employee-initiated transfer requests. Additionally, it is understood that departmental transfer requests will not be honored to departments of new programs or newly established departments until such programs and departments have been in existence for a period of twelve (12) consecutive months.

The request form will be reviewed by the Company and the employee’s name will either be placed in a potential qualified pool or the employee will be constructively evaluated as to the employee’s inadequacies for such transfer. The employee will
be notified in writing within thirty (30) days whether the employee is qualified or not qualified. If not qualified, the employee will be advised in writing of the reason(s) the employee was not considered qualified.

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

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

22.06 SHIFT ASSIGNMENT: Shift assignments are made by the Company in accordance with production requirements and as openings occur. Senior employees will not be transferred off shifts of their preference, except when it is necessary to make temporary shift assignments. Both the Company and the Union recognize that some employees may desire a transfer to a different shift within the same department. When such a shift change is desired, the employee shall direct a written request, in duplicate, to his/her Supervisor stating his/her reason. The department will record and forward the request to Personnel Control, which will forward a copy to the Union. Requests may be filed at any time, but must be renewed each January and July in order to remain in the active file unless sooner withdrawn by the employee or if he/she refused to accept a shift.
change, or if his/her shift is changed, or is no longer on the active payroll. The **senior employee will be transferred provided he/she has at least two (2) years classification seniority and has been on the shift for a period of six (6) consecutive months (provided his/her request was filed ten (10) working days prior to the shift change date) and is qualified to perform the work assignment involved on the new shift. The six (6) month requirement will be waived for an employee filing a request to return to a shift from which he/she was transferred at Company direction, provided such request is filed within three (3) days following the transfer. If there are no employees in the classification and department on the shift in question who satisfy the six (6) month and two (2) year requirements, the senior employee in the classification and department who has a request on file will be transferred. Notification of permanent shift transfers will be given to employees forty-eight (48) hours in advance, except in cases of emergency. Employees who are assigned at the discretion of the Company due to production requirements to a different shift when such shift change is identified as temporary (sixty (60) days or less) shall return to their original shift at the end of that period regardless of the above mentioned requirements. Shift transfer requests will not be honored for the purpose of filling temporary openings.

If the Company reduces the number of employees on a shift or deletes a shift entirely within a department, but does not create a reduction of personnel, the affected employees will be allowed to displace less senior employees in the same department on the shift of their preference. If seniority does not permit displacement, employees will be assigned by management accordingly.

### 22.09 UNION OFFICIALS:

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

### 22.10 COMPANY-PLANT TRANSFER:

Employees transferred to the Chula Vista Plant from Riverside Plants shall accumulate seniority at the Chula Vista Plant from their date of transfer. Employees transferred from the Chula Vista Plant to Riverside Plants shall continue to accumulate seniority at the Chula Vista Plant.
22.11 LOSS OF SENIORITY: An employee shall lose his/her seniority if he/she:

A. Resigns;

B. Is absent for three (3) consecutive workdays without notification to the Company, unless granted an authorized Leave of Absence; or fails to comply with conditions specified in Section 13.01A. Consideration will be given to unusual circumstances beyond the employee's control that would have made this reporting requirement impossible;

C. Is discharged for just cause;

D. Fails to register with the Human Resources Department, either in person or in writing during the month of July and at the time of each change of address following the effective month of layoff indicating his/her availability for employment and obtaining verification of same: Reminder cards will be mailed by the Company to the employee's last known address of record each June;

E. Is discharged or laid off due to reduction of personnel while a probationary employee;

F. Is laid off due to reduction of personnel or medical reasons (see Section 13.01A) in excess of forty-eight (48) consecutive months;

G. Fails to report within five (5) workdays from the date of mailing by certified mail, a recall notification, mailed to the employee's last known address;

H. Retires or is retired;

I. Overstays leave of absence or disciplinary suspension unless physically impossible to report;

J. Employees transferred from the Bargaining Unit to a permanent position outside of the Bargaining Unit on or after February 27, 1987 shall retain all Bargaining Unit seniority possessed at the time of such transfer. Employees shall not accumulate Bargaining Unit seniority while outside of the Bargaining Unit, unless he/she returns to the Bargaining Unit within six (6) months of his/her transfer date. Upon subse-
quent return to the Bargaining Unit, all retained seniority shall be credited to the employee in accordance with this Section.

It is understood that employees transferred from the Bargaining Unit to salaried positions prior to February 27, 1987 shall continue to accrue Bargaining Unit seniority while out of the Bargaining Unit.

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

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

A. Weekly list of current openings
B. Weekly Payroll Change report
C. Departmental seniority tab report once a month
D. Seniority recall tab once a month
E. Classificational Seniority tab report once a month.

The Union shall acknowledge, in writing, receipt thereof.

SECTION 23. GRIEVANCE PROCEDURE

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

The parties involved shall make a sincere and determined effort to settle complaints and grievances in the initial steps of the Grievance Procedure and to keep the procedure free of unmerited grievances.

A grievance, general in nature, alleging a violation of this Agreement may be registered by the Business Representative after discussion with the Human Resources Department.
All such complaints in order to be timely must be presented at Step I within fifteen (15) days from the date the Union or the employee knew of the act or omission on which it is based. There shall be no responsibility on the part of the Company to make a retroactive adjustment for more than thirty (30) days preceding the date of the registering of the grievance. The Company can credit against any back pay award any unemployment compensation (unless there is written verification that the money has been returned to the State) and interim earnings which the employee has received during his/her absence from work.

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

23.03 STEP 2: If a satisfactory settlement has not been reached in the preceding step, the matter may be reduced to writing and presented to the Supervisor for his/her disposition. The grievance form must be filled out in triplicate and must contain the following:

A. Statement of the facts upon which the grievance is based:
B. The specific provisions alleged violated:
C. The corrective action requested:
D. The date and signature of the aggrieved employee:
E. The date and signature of his/her Steward. Within five (5) working days, the Supervisor will give his/her signed written disposition of the grievance on the grievance form and return it to the Steward. Should the Supervisor neglect to provide the Steward with a written disposition within the time limits above, the grievance will automatically be registered by the Human Resources Department, after presentation of a copy of the grievance form.

If there is no satisfactory settlement at this step and the Steward desires to proceed with the grievance, the grievance must be registered with the Human Resources Department within two (2) working days from the time the Steward received the grievance form from the Supervisor.
If the grievance is not registered within the time specified, it will be considered withdrawn.

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

The General Committee shall consist of two (2) members of Management, the Business Representative, or his/her authorized representative, the Chief Shop Steward and one (1) Negotiating Committee Member who is an active employee of the Company. In addition to the above members, the concerned Supervisor, the Steward for the aggrieved and the aggrieved, or the spokesperson for grievances involving multi-employees with the same alleged violation, may be present and shall be notified by the Company of the time and date, for the purpose of presenting only such information as is relevant to the grievance. When the Committee agrees they have obtained the necessary facts concerning the grievance, the aggrieved employee, the Steward for the aggrieved, and the concerned Supervisor will be excused and the remaining members of the General Committee shall evaluate the facts and make every effort to resolve the grievance.

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

The Company representative will present his/her answer in writing to the Union within three (3) working days after the General Committee hearing. If a settlement is not reached in this step, the grievance may be appealed to Step 4 - Special Committee. Such appeal must be made in writing within five (5) working days after receipt of the Company’s General Committee disposition. Any grievance not appealed to Step 4 - Special Committee shall be considered settled on the terms of the Company’s last
disposition. If the Company neglects to give its written disposition within the three (3) working days time limit, the grievance will be settled in favor of the Union. The Company and Union may agree to waive the time limits during the Step 3 General Committee grievance procedure and set mutually acceptable dates for responses and appeals.

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

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

23.06 **STEP 5 - ARBITRATION:**

A. Grievances not resolved in the preceding step may be referred to arbitration by the Union. Notification of such referral
must be made to the Company within five (5) working days from the date the Company gives its Step 4 written disposition. If the Union does not make such notification within this five (5) working day period, the grievance will be considered withdrawn. The Company and Union may agree to extend time limits during the Step 5 Arbitration procedure.

B. A permanent panel of five (5) arbitrators shall be selected jointly by the Company and the Union. This panel shall be reviewed annually by the parties for the purpose of replacing arbitrator(s) no longer acceptable to either party or no longer available. Within five (5) working days after the Company is notified of the Union’s intent to arbitrate, the Company and the Union shall jointly select an arbitrator from the permanent panel list on a rotational basis. Should the parties fail to reach agreement on selecting the panel, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Within three (3) working days after receipt of such list from FMCS, the parties shall meet and each alternately strike three (3) persons from such list; the last remaining person to serve as arbitrator. The first person to strike from such list shall be determined by lot...

C. The decision of the arbitrator, subject to any remedies of the parties at law, shall be final and binding.

D. The arbitrator shall have only the authority set forth herein, and shall have no power to add to or subtract from or modify any of the terms of this Agreement, or any agreements made supplementary hereto.

E. During any hearing called by the arbitrator, each party shall have full opportunity to present evidence and argument, both oral and documentary. All matters of procedure in such hearing shall be determined by the arbitrator in a manner consistent with the terms of this Agreement and the submission agreement(s), if any. If the parties fail to agree on a joint submission statement, each party shall prepare separate submission statements, clearly stating the arbitrable issue or issues to be decided.

F. The arbitrator shall render his/her findings and award, in writing, to the parties not later than sixty (60) days after the conclusion of the hearing. The parties may mutually agree
to an extension of the sixty (60) day period, but in no case
will it be extended more than thirty (30) days. Any such
agreement to extend the time must be in writing, a copy of
which will be given to the arbitrator. The arbitrator is absolutely
bound to render his/her award in specifics and detail in ac­
cordance with this provision. If the arbitrator fails to meet
the time requirements defined herein, he/she agrees that
 neither party will be charged for his/her services and he/
she, therefore, agrees to render his/her award without pay­
ment. Nor will any arbitrator be allowed to retain jurisdiction
over any case, once he/she has rendered his/her award.

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

SECTION 24. HEALTH AND SAFETY

24.01 The Company agrees to continue to make reasonable provi­
sions for the safety and health of its employees, and shall
continue to maintain an Employee Plant Safety Committee. Six
(6) members shall be selected by the Union from the employ­
ees of the Company, three (3) of which will be assigned from
the first shift, two (2) from the second shift and one (1) from
the third shift. This Committee shall meet at least once each
month. Safety problems raised at the meeting will be recorded
in the minutes of the meeting and copies will be distributed to
the Employee Plant Safety Committee members. Disposition
of the recorded safety problems will be reviewed at the next
meeting. Unresolved safety problems will be discussed with
the Union Safety Committee Chairman.
The Company will establish a Plant Safety Committee at each satellite facility, with 25 or more employees, covered by this agreement. The Committee shall consist of no more than six (6) members selected by the Union for each facility and shall meet on a monthly basis.

24.02 An employee may refuse to work on a job which he/she thinks is not reasonably safe, or that might unduly endanger their health. In all such cases, the employee shall first report the condition to the Supervisor who will promptly call in the Safety Supervisor or an authorized representative. After reviewing the reported condition, the Safety Supervisor or an authorized representative shall notify the employee and the Supervisor in writing of the decision, which decision shall be final. The employee shall return to the job if the job is deemed to be safe.

24.03 Any dispute shall be subject to the regular Grievance Procedure.

SECTION 25. REST PERIODS

25.01 There will be two (2), ten (10) minute rest periods for the first and second shifts, as such shifts are provided for in Section 9.07, one (1) before and one (1) after the regular lunch period, at such times as are designated by the Company. Those employees who work two (2) or more hours of overtime either before or after their assigned shift will be granted a ten (10) minute rest period at a time designated by the Company.

SECTION 26. GROUP HEALTH BENEFITS, LIFE INSURANCE AND LONG TERM DISABILITY BENEFITS

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

SECTION 27. DENTAL PROGRAM

27.01 The current dental program portion of the Comprehensive Group Health Program is outlined on Pages 98 through 100 of this Agreement.
SECTION 28. JURY DUTY

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

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

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

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

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

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

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

Payment for time lost will be at the employee's regular rate of pay at the time of jury duty absence including shift and/or group leader bonuses. No overtime will be included in any payment time lost for jury service.
28.03 WITNESS IN COURT: When an employee is absent from
work in order to serve as a witness in a case in a court of law to
which he/she is not a party either directly or as a member of a
class and where such absence is in response to a legally valid
subpoena, he/she shall be granted pay for those hours for which
he/she is for such reason absent from work during his/her regu-
lar eight (8) hour day or regular five (5) day workweek. Such
employee will be required to submit evidence of such service
as a witness to the Company in order to qualify for such pay-
ment. Pay for absence due to service as a witness shall be
computed in the same manner as pay for absence due to jury
duty as provided above.

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

SECTION 29. PAY DATES

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

SECTION 30. WAGES

30.01 The following labor grade structure becomes effective on the
dates indicated below:

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**30.02 LUMP SUM PAYMENT:** On March 28, 2003, each employee covered by this agreement on the active payroll, approved personal, medical or military encampment leaves of absence on February 17, 2003, shall receive a $1000 lump sum payment.

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

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

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

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

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

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

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

**31.02** The cost-of-living allowance, if any, will be determined in accordance with changes in the new Consumer Price Index (CPI) for Urban Wage Earners Clerical Workers, (CPI-W), (United States City Average-All Items, 1982-1984 = 100), published monthly by the Bureau of Labor Statistics, United States Department of Labor and hereinafter referred to as the “Price Index.”
Adjustments in the cost-of-living allowance shall be made on the following effective dates and shall apply to all employees on the active payroll on each effective date. Employees hired subsequent to each effective date shall not receive that or any prior cost-of-living adjustment but will be eligible for future cost-of-living adjustments commencing on the next effective date following date of hire. The amount of the cost-of-living adjustment on each effective date shall be one (1) cent = .075 percent in the designated three-month average of the BLS Index for November 2002, December 2002, January 2003.

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

In the event that any BLS Index referred to herein is not officially published on or before the Wednesday immediately preceding the effective date on which a cost-of-living adjustment would otherwise be made, such adjustment will be made effective the Monday following the first Wednesday such BLS Index is officially available.

No adjustment, retroactive or otherwise, shall be made because of any revision which later may be made in the published figures of the BLS Index:
SECTION 32. PENSIONS

32.01 The Pension Plan Agreement and the Pension Plan, both restated in 1976 (and as amended through December 1986) between the Company and the Union shall remain in full force and effect for the duration of this Agreement. It is understood that the reference to such Agreement herein shall not vary the terms of said Agreement. A summary of the schedule of benefits for retirees under the Pension Plan is contained on Pages 105 through 107.

SECTION 33. SECURITY CLAUSE

33.01 The Union recognizes that the Company has certain obligations in its contracts with the Government pertaining to security, and agrees that nothing contained in this Agreement is intended to place the Company in violation of its security agreement with the Government.

33.02 Therefore, in the event that the U.S. Air Force, U.S. Navy, or other Government agency duly concerned with Rohr, Inc., security regulations advises the Company in writing that any employee in the Union Bargaining Unit is restricted from working on or having access to classified information and material, the Union will not contest such action as the Company may take pursuant to such advice to comply with the security obligations to the Government. In the event such Government agency, following the taking of such action, advises the Company in writing that such employee is no longer restricted for work on or having access to classified information and material, the Company shall promptly after receipt of such written advice from such Government agency, reinstate with seniority and subject to the provisions of Section 22 (Seniority) such an employee, if he/she properly applies for such reinstatement, to the same job classification and rate of pay he/she held at the time such action was taken and will assist such employee and/or the Union in obtaining and preparing the necessary claim forms to be used in the processing of an application to such Government agency for restoration by the Government of lost pay.

SECTION 34. OVERTIME

34.01 Hours worked in excess of eight (8) hours in a regular workday on the first and second shifts, and hours worked in excess of
six and one-half (6-1/2) hours on the third shift, shall be paid for at one and one-half (1-1/2) times the employee's regular hourly rate.

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

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

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

34.05 A second shift employee whose regular shift extends into an overtime day will not be paid premium pay unless the employee shall have worked more than eight (8) consecutive hours. A third shift employee whose first regular shift of the week commences on an overtime day will not be paid premium pay for those hours worked on such overtime day. When it is necessary to work overtime for the continuation of work assignments in excess of the employee's regularly scheduled shift on a holiday, Saturday or Sunday of his/her workweek, the Company may work the employee up to a maximum of two (2) hours into the next shift.

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

34.06 All overtime work shall be voluntary on the part of the employees and shall be rotated and equally distributed whenever practical among the employees in a department or mutually agreed upon areas by classification and shift in which the overtime work is to be performed. If an insufficient number of employees accept the overtime, employees holding the same
classification in other departments within the plant will be asked.

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

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

B. CHARGING METHOD FOR OVERTIME: Employees
will be charged for overtime worked or offered based upon

the following examples:

Saturday - 8 hours equals 12 hours
Sunday - 8 hours equals 16 hours
Holidays - 8 hours equals 16 hours

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

C. FAILURE TO REPORT, LEAVE EARLY, OR TARDI­NESS: Employees who accept overtime but then fail to
report or fail to work all of the scheduled overtime hours
without reasonable cause will subject themselves to appro­
priate disciplinary action beginning with a verbal warning
for the first occasion, and a written warning, suspension,
and termination for subsequent occasions of absence.

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

D. CHARGING METHOD FOR TRANSFERS AND NEW
HIRES: All employees hired, rehired, recalled, reclassi­
tied and/or transferred shall immediately upon completion
of their probationary period (applicable to new hires and rehires) assume the average overtime hours of the classification and shift in the department or area assigned.

E. **EMPLOYEES ABSENT WHEN OVERTIME ASSIGNED:**
Employees who are on vacation, leave of absence or absent for any other reason on the date of overtime assignment shall be charged for overtime as if they would have been scheduled for such overtime. Employees who do not work overtime on Saturday will not be considered as being absent for overtime charging purposes if subsequent overtime is assigned for the following Sunday.

F. **OVERTIME WORK OUTSIDE CLASSIFICATION AND DEPARTMENT:** The Company and Union agree that overtime hours worked outside of an employee's classification, department and shift will be charged against overtime hours recorded in his/her own department; however, if an employee works overtime in a classification, department or shift other than his/her own, it is the Supervisor's and the Steward's responsibility to report such overtime hours worked to the employee's home department. Additionally, the Company will not be held liable for grievances arising because of failure of any of the responsible parties to report such work to the employee's department, or from these hours resulting in an imbalance of overtime distribution between employees in the home department.

This does not mean that an employee has any rights to work overtime in a classification, department or shift other than his/her own: but if he/she in fact does work overtime outside of his/her department, classification or shift he/she is to be charged for it. He/she is not to be charged if he/she refuses overtime offered outside of his/her department, classification or shift.

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

G. **OVERTIME ASSIGNMENTS/CALL-IN:** Employees who have left the plant and who are contacted for overtime assignments will not be charged for refusals. However, those who accept such overtime assignments will be charged for
all overtime worked in accordance with Section 34.06B.

The department Supervisor and Steward will meet quarterly for the purpose of jointly reviewing overtime registers.

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

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

Probationary employees have no rights to overtime work until they have completed their probationary period. At that time, they will be given the average overtime hours in their classification, department, and shift. However, if all of the employees in a particular classification, department or mutually agreed upon area and shift refuse overtime offerings, then probationary employees may be offered this overtime.

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

SECTION 35. WAGE ADVANCEMENT PROVISIONS AND WAGE PLACEMENT

35.01 Employees assigned to Bargaining Unit classifications will receive Automatic Wage Increases of forty (40) cents per hour every twenty-six (26) weeks in accordance with the provisions of this Section 35, provided such increases do not place the employee's base rate above the maximum of the labor grade of their classification. Such increase will be effective the first Monday following the completion of twenty-six (26) weeks in their assigned classification. If an automatic increase will bring an employee's base rate within ten (10) cents of the maximum of the assigned rate range, such amount shall be added to this last automatic increase.
Absences of three (3) or more continuous work weeks not covered by authorized vacation with pay shall not be counted toward the accumulated time for automatic wage increases.

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

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

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

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

35.05 Employees who are promoted or transferred under Section 35.02, 35.03, 35.04 and who do not demonstrate the ability to satisfactorily perform at any time within sixty (60) days for labor grades 10 through 5 inclusive; ninety (90) days for labor grades 4 through 1 inclusive after entry to the new classification shall be returned to their former classification and base rate plus any Automatic Wage Increase they would have received in accordance with Sections 35.01 or 35.02 had they remained in the former classification, provided they have seniority rights to return to such classification. Employees returned to a former classification due to unsatisfactory performance will
begin their next twenty-six (26) week Automatic Wage Increase period concurrent with the assignment to the formerly held classification. Seniority will not be credited for any time spent in a classification in which satisfactory performance is not demonstrated during the above indicated applicable time period.

Employees who are transferred at the discretion of the Company or who are regraded due to a reduction in force prior to completion of the above periods of time shall retain the time accrued in the classification from which being transferred or regraded. Such time will be reinstated upon the employee’s return to this specific former classification.

Employees recalled or regraded to a formerly held classification with a higher labor grade shall receive a rate of pay in the same relative position of the rate range that they were receiving in such former classification or their present rate, whichever is greater. In no case will an employee receive a rate of pay higher than the maximum of the rate range of the classification to which being recalled or regraded. Such employee will retain time earned, if any, towards their next Automatic Wage Increase, with such retained time being credited towards their next Automatic Wage Increase period, if applicable, in the classification to which they are being regraded or recalled.

Effective on June 1, 1987, the retaining and crediting of time earned toward the next Automatic Wage Increase as contained in Section 35.04 and Section 35.06 was modified as follows:

Employees transferred, recalled or regraded from a classification where their base rate is not at the maximum of their labor grade rate range, to a classification where their base rate is at the maximum of the labor grade rate range, shall have the number of weeks earned towards their next Automatic Wage Increase, if any, in their former classification credited (banked) and placed in a suspense account. When such employees are subsequently transferred, recalled or regraded to a classification where their base rate is not at the maximum of their labor grade rate range such credited (banked) time, if any, will be applied towards their next twenty-six (26) week Automatic Wage Increase period concurrent with their assignment to the new classification.

The Company, at its sole discretion, may grant merit increases in addition to the increases granted in accordance with this Section 35.
SECTION 36. CHANGING CONDITIONS

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

36.02 The Company will not combine or split-out existing job classifications, nor establish new job classifications solely for the purpose of providing seniority protection for individual employees or a small group of employees holding a common classification.

36.03 A "Statement of Policy Governing the Application and Administration of Job Descriptions and Job Classifications" has been negotiated and is included as Appendix "B" of this Agreement.

36.04 NEW TECHNOLOGY: The Company and the Union agree that it is to their mutual benefit and a sound economic and social goal to utilize the most efficient machines, processes, methods and/or materials. In this way, the Company will be able to compete effectively in the marketplace and, thereby, provide economically secure jobs for its employees. It is the Company's policy to assure that training is available for its employees so that they may have the opportunity to acquire the
In order that employees can better prepare themselves for the skill requirements of the future, and in its fulfillment of its obligation to provide information to the Union, the Company will periodically provide a briefing to the Union of the Company's plans for the introduction of new technology which may affect the employees. During these briefings, the Company will inform the Union of anticipated schedules of introduction of new technology, and will identify areas of skill impacts and any intended training programs associated with those impacts. The Union, and its representatives, will protect the confidentiality of Company sensitive and proprietary information disclosed in the briefings.

SECTION 37. TERM

37.01 This Agreement shall become effective as of February 17, 2003, and shall remain in full force and effect to and including February 12, 2006.

37.02 Written notice of desire to negotiate amendments or an extension of this Agreement, or a new Agreement, must be given by either party to the other party not sooner than ninety (90) nor later than sixty (60) days immediately prior to February 12, 2006. Negotiations, therefore, shall commence not later than forty (40) days immediately prior to February 12, 2006. If notification is given as specified above, either party may notify the other party in writing of its desire to terminate the Agreement by giving ten (10) days notice. Such notice, however, may not be given prior to ten (10) days before February 12, 2006. The parties may mutually agree to extend the life of this Agreement even though the ten (10) days notice has been served.
<table>
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<tr>
<th>New Code</th>
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<th>Old Code</th>
<th>Classification Titles</th>
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<td>2-5102</td>
<td>Air Conditioning &amp; Refrigeration Mechanic</td>
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<td>UN1209</td>
<td>05</td>
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*Per Agreement
SUMMARY OF CHULA VISTA
CLASSIFICATION CHANGES
2003 CONTRACT

COMBINATIONS OF CLASSIFICATIONS

- 2-5301-01 (UN1201) 2-53D1-01 (UN1201)
  - Maintenance Technician
  - Maintenance Technician

- 2-5201-01 (UN1203)
  - Machine & Equipment Builder/Rebuilder

REESTABLISHED CLASSIFICATIONS

- 2-5102-02 (UN1334)
  - Air Conditioning & Refrigeration Mechanic

APPENDIX “B”

STATEMENT OF POLICY GOVERNING
THE APPLICATION AND ADMINISTRATION OF
JOB DESCRIPTIONS AND JOB CLASSIFICATIONS

The following precepts and principles shall govern the application and administration of Job Descriptions and job evaluations in order to obtain these objectives:

A. To assure orderly, uniform and consistent application of Job Descriptions.

B. To assure the assignment of appropriate job classifications to employees on the basis of the work operations performed as a regular job assignment in relation to the typical and normal requirements as set forth in the “Typical Work Performed” Section of the Job Description.

C. To govern the resolution of disputes involving employees’ job classifications.

It is, therefore, understood and hereby established:

A. The component parts of a Job Description are defined as follows:

1. The “Classificational Title” identifies the classification,
2. The "Classificational Summary" is a brief description of the classification as a whole and distinguishes the classification from other classifications.

3. The "Typical Work Performed" Section describes typical and normal requirements of the classifications. These requirements shall be characteristic of and illustrative of the level of difficulty of the classification.

4. The "Knowledge and Ability Required" Section shall describe in general terms the basic qualifications an employee must possess in order to perform the requirements of the classification.

B. The Job Description is written to define and illustrate the level of difficulty of the job and as such shall be interpreted and applied in its entirety as a composite picture of the job requirements.

C. When a work operation or function is described in the same manner in more than one classification or in different classifications, such work operations or functions are not distinguishing elements or determinant of level of difficulty between those classifications, but are only stated for descriptive purposes or because they are such an integral part of the job that their omission would be undesirable from the standpoint of completeness.

D. Job relations between employees may include giving guidance and instruction to each other, as long as such guidance and instruction is not extended to conflict with the duties and responsibilities of a Group Leader or a Supervisor.

E. The work operations, duties and other distinguishing characteristics described in a Job Description are those which are performed under guidance or instruction which is considered usual and normal for the work described.

F. An employee shall not necessarily be required to perform all of the work operations described in a Job Description in order to be eligible for classification thereunder. However, inability to perform operations described which are required by the assigned job may constitute cause for reclassification.

G. An employee shall not be eligible for classification under a Job Description by reason of performing isolated or singular duties that are incidental to his/her job but which are described in the other Job Description.
A Job Description shall not be construed so as to grant or con-
cede an employee or group of employees any right to refuse to perform assigned work for the reason that such work is not described specifically in the Job Description for his/her job classification or is described in another Job Description.

Although reference is frequently made in the Job Descriptions to aircraft work and to airplane parts, assemblies, etc., it is not the intent to limit the work defined to aircraft manufacture. When other products are manufactured, it is understood that these descriptions shall still be used when applicable, in as much as their primary purpose is to establish a level of difficulty.

A “Glossary of Terms” stating agreed upon definitions of terms and meanings of words shall be established and recorded in writing to clearly indicate usage, intent, and meaning, and these terms and word meanings shall be consistently used and applied in all Job Descriptions.

This Statement of Policy is not intended to approve any misclassification, nor is it intended to bar correct classification of any work or any employee, nor to bar grievances alleging improper classifications or improper assignment.

GLOSSARY OF TERMS

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

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

AS REQUIRED
Means performance of work operations if and when such are necessary or is used to mean an occasional or incidental job requirement in accomplishing the work assignment as long as such are within the level of difficulty as described in the Job Description.
ASSIST-ASSISTS
To help or aid, but does not imply that a worker in a lower classification is responsible for the quantity, quality, or preciseness of work which is normally required of a worker in a higher classification. This does not imply that the worker in assisting may not work independently, so long as such work is of the level of difficulty of his/her classification.

AUTHORIZED DOCUMENT
Any type of document which is used by the Company to transmit to the worker what is to be done, how it is to be done, and/or what specifications or requirements are applicable to the work.

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

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

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

CHECKS OWN WORK
This means that the employee is responsible for checking his/her own work as called out in the Job Description and does not imply that the employee is responsible for, or is required to check the work performed by any other employee unless such responsibility or requirement is specifically spelled out in the Job Description.
1. CONTOUR
A curved surface having radii of different lengths all of which lie in
parallel planes or in the same plane, such planes being perpendicular
to the curved surface, or means a curved line having radii of different
lengths all of which are in the same plane. The surface of a cone or
section thereon, a typical airfoil surface, the curved edge of a profiled
plate and the curved layout line guiding the making of a router block
are examples. Contour surfaces composed of sections of cylinders and
edges whose profile is a section of a circle are excluded since the radii
are the same length.

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

18. CONTOUR, REVERSE
A compound contour that reverses its curvature so that it has both
concave and convex portions.

DEVELOPS, DEVELOPMENT
To develop information and/or build or make new production parts,
assemblies and installations or patterns, and tooling where exercise of
a thorough knowledge of the shop theory involved is necessary and
further is a recognizable difficult assignment which is characterized
by requiring ingenuity (skill in devising) and originality (creativity
in doing) to accomplish the assignment satisfactorily.

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

EASILY IDENTIFIED REFERENCE INFORMATION
Specific and easily identified information such as part numbers, part
locations, location of identification or part, linear measurements, heat
treat requirements, etc.

ESTABLISHED PROCEDURES
The manner or method management specifies the work operations in
question are to be accomplished. It includes departmental and Com-
pany procedures, methods and instructions made known to the
1. Employee for information and compliance through travelers, operational instruction sheets, standard practice instructions, and other written instructions provided this does not violate the contract and/or Job Description.

2. ETC.

3. Items, operations or things of a kind.

4. EXPERIMENTAL WORK, DEVELOPMENTAL WORK (DOES)

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

6. FABRICATION, FABRICATES

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

8. HAND TOOLS

9. Hand tools normally used by the worker in the performance of the classification, such as files, rasps, de-burring tools, chisels, saws, hand drills, screw drivers, pliers, wrenches, hammers, mallets, punches, etc.

10. IMPROVISE

11. To devise or make use of production aids, methods, etc., to meet immediate needs or requirements.

12. INCIDENTAL JOB DUTIES

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

14. JIGS AND/OR FIXTURES

15. Holding, production, or established jigs and/or fixtures, or standard tooling designed to hold, align, or coordinate work pieces for machining, fabrication, installation, assembly, layout, or other work operations.
KNOWLEDGE

WORKING: The employee is not expected to carry out the technical functions of his/her classification completely without guidance from supervision or senior fellow employees.

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

THOROUGH: Full understanding of all facts that must normally be known by employees in the classification.

LAYOUT, LAYS OUT

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

LAYOUT, PROGRESSIVE

The layout for a machining or other fabrication operation which is continued (or completed) after the fabrication operation has been performed. Progressive layout is often necessary when initial machining operations would remove scribed reference marks for subsequent operations, or is advantageous when the machining operation produces a good reference plane or point for further layout operations.

MANUFACTURING OUTLINE SHEETS

These sheets or cards furnish all or some of the following information. The order or sequence in which operations are to be performed, the tools to be used, the production tooling available and its tooling identification number, machine feeds and speeds and special manufacturing instructions, if any. This refers to operation sequence sheets, process sheet, operational sheets or cards, manufacturing operation cards and other written information furnished the operator of the same nature and for the same use and purpose.
MAY
When used as the first word of the sentence or phrase, means that the function is performed by some of the personnel holding the classification or, that the function is occasionally performed but is not a requirement for the classification.

NECESSARY EQUIPMENT, TOOLS, AND MATERIALS REQUIRED TO PERFORM THE WORK DESCRIBED HEREIN (USES)
To use whatever equipment, tools and materials are required or necessary to accomplish and/or perform work operations described.

PRODUCTION AIDS, TOOLING AIDS
Devices made by the worker to facilitate his/her work operations, increase production or reduce elements of fatigue or strain. Such devices shall usually be made from the materials and equipment used in the employee's regular work. Such devices are usually simple but ingenious in nature.

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

REPAIR
To restore a part or assembly, to its original state or utility after it has been damaged by accident or by wear. It does not have the same meaning as "rework."

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

SET-UP, SETS UP
Is a broad term which becomes specific only according to its usage and application to machines and/or operations concerned. It includes the various necessary physical work operations or steps (other than layout) which must be accomplished before actual fabrication can proceed. Set-up of a machine might include securing material to machine bed at the proper angle for cutting, selecting, aligning, and setting cutting tools, setting speeds and feeds, adjusting coolant flow. In most assembly operations, set-up (e.g., positioning parts, obtaining parts) is so closely intermingled with fitting and joining together that set-up is not
customarily designated as such (this is generally true of operations where machine operation is not the primary job factor).

SHOP MATHEMATICS/ARITHMETIC

That form of mathematics normally used by shop employees in the performance of duties of their classification.

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

2. INCLUDING DECIMALS AND FRACTIONS: The use of decimals and fractions to solve problems that arise in the work assigned.

3. INCLUDING ALGEBRA: The use of algebra to solve problems that arise in the work assigned.

4. INCLUDING GEOMETRY: The use of geometry to solve problems that arise in the work assigned.

5. INCLUDING TRIGONOMETRY: The use of trigonometry to solve problems that arise in the work assigned.

SHOP PRACTICE

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

SHOP PROCEDURE

The way custom and management of the particular company require, wish or specify the work to be performed. It includes the departmental and Company rules, procedures and policies made known to the employee for his/her information and expected compliance. It covers or implies having sufficient knowledge of organization, management, and physical details of the Company to perform satisfactorily the required work in a generally harmonious manner.
1. **TOLERANCES, CLOSE**  
Means those tolerances which are held by the machine, operator and/or fixture with great or special care, effort or skill on the part of the worker. This term expresses a level of difficulty rather than precision of linear, angular or other measurement.

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

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

4. **TOOLING, STANDARD**  
Those tools or tooling used on the same or different types of machines or operations, principally in making a set-up for either layout or machining and occasionally for bench assembly work and which further are found commonly in nearly all shops and industries performing similar operations. In the machine shop it would include vee blocks, parallel bars, angle plates, chucks, collets, machine vises, a wide variety of clamps, bolts, locks and wedges. In bench or assembly work it would include surface plates, table vises, and various common attachments used on portable and stationary tools to permit holding the work or increasing the scope of the tool.

5. **TOOLING, TEMPORARY**  
Tooling which is made or adapted from equipment, material or tooling on hand and which is for temporary use pending completion of a permanent tool or for limited runs (normally not more than five ship sets) where a permanent tool is not feasible.
WITHOUT THE AID OF TOOLING

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

NO. 1 MEMORANDUM OF UNDERSTANDING
RE: RATE PLACEMENT FOR EMPLOYEES WITH RED-CIRCLE RATES

Employees with red-circle rates who are subsequently promoted, transferred, regress or recalled to classifications included in the Bargaining Unit shall have their rates determined as follows:

* Employees who are promoted to a classification with a higher level labor grade shall receive a forty (40) cents per hour increase. However, in no event will a promotional increase be granted that will cause an employee's red-circle rate to exceed the red-circle maximum of the rate range for the labor grade of their assigned new classification.

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

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

* Employees who are regressed to a classification with a lower labor grade and whose current base rate if retained would result in them being above the maximum for the rate range of the classification to which being regressed shall retain their current base rate or the maximum red-circle rate, whichever is lower.
Employees recalled or regressed to a formerly held classification with a higher labor grade shall receive a rate of pay in the same relative position of the red-circle range that they were receiving in such former classification or their red-circle rate of pay, whichever is greater. In no case will an employee receive a rate of pay higher than the red-circle maximum of the rate range of the classification to which being recalled or regressed.

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

Employees who were laid off prior to the ratification of this Agreement and who are recalled after having been on layoff for more than one (1) year shall return to their former base rate held in the classification to which being recalled plus any increases they would have received under Section 30 of this Agreement or the new maximum of the labor grade for the classification to which they are being recalled, whichever is lower.

NO. 2 MEMORANDUM OF UNDERSTANDING RE: CHANGING CONDITIONS AND COMBINED CLASSIFICATIONS

During 2003 negotiations, the Company and the Union agreed to combine certain job classifications. These combinations resulted from a desire on the part of the Union to increase job protection for its membership and from a desire on the part of the Company to increase job assignment flexibility and hence efficiency. Both parties recognize the unique circumstances and conditions prevailing at this time which appear to make such job classification combinations mutually beneficial and desirable. However, both parties also recognize and realize these circumstances and conditions now prevailing may change during the life of this Agreement. Therefore, the parties agree that if these circumstances and conditions do change a combined job classification may be returned to the state in which it existed prior to 2003 negotiations in accordance with the following procedure:
The Company and the Union shall meet to discuss the change. The subject matter of these discussions shall include but shall not be limited to such matters as the reasons for the change, seniority determination of incumbent employees with less than six (6) months seniority in the classification and applicability of job descriptions. In the event no understanding is reached as a result of these discussions, the Company shall have the right to return a combined job classification to the state in which it existed prior to 2003 negotiations. Such an action by the Company shall be subject to the Grievance Procedure and immediately referred to Step 4 - Special Committee of the Grievance Procedure and in the event the Step 4 - Special Committee is unable to satisfactorily resolve the matter, the unresolved issues or issues may be submitted to arbitration in accordance with the provisions of Section 23.06 - Arbitration. No employee shall experience a rate reduction as the result of the application of this memorandum.

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

**EXAMPLE 1:** An employee who prior to the combination had June 1, 1958, seniority in the classification Maintenance Technician and August 1, 1962, seniority in the classification Machine & Equipment Builder/Rebuilder, after the application of the Memorandum of Understanding regarding Seniority—Classification Combination, has seniority in the combined classification of June 1, 1958. In the event of a split-out of the combination, the employee shall have seniority as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Seniority Date</th>
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<tbody>
<tr>
<td>Maintenance Technician</td>
<td>6/1/58</td>
</tr>
<tr>
<td>Machine &amp; Equipment Builder</td>
<td>8/1/62</td>
</tr>
<tr>
<td>Builder/Rebuilder</td>
<td></td>
</tr>
</tbody>
</table>

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

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</tr>
<tr>
<td>Builder/Rebuilder</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

NO. 3 MEMORANDUM OF UNDERSTANDING RE: CLASSIFICATION COMBINATIONS

The Company and the Union agree to the following procedure in the matter of employee wage rate placement resulting from the combination of classifications negotiated in this Agreement.

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

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

NO. 4 MEMORANDUM OF UNDERSTANDING
RE: SENIORITY - CLASSIFICATION COMBINATIONS

In accordance with discussion between the Company and the Union, following are the understandings reached regarding the application of seniority where classifications and/or classifications have been combined as a result of negotiations:

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

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

C. In accordance with Paragraphs “A” and “B” above, listings of incumbent employees on the active payroll and assigned the classifications combined shall be prepared reflecting the seniority of these employees in the new combined classification.

D. In accordance with Paragraphs “A” and “B” above, listings of individuals on layoff from, or employees on regression from, the classifications combined shall be prepared reflecting the seniority of these individuals or employees provided such individuals or employees have maintained recall eligibility pursuant to the provisions of the Company/Union Agreement dated February 17, 2003.

E. Individuals or employees as described in Paragraph “D” above shall not displace incumbent employees as described in “C” above but shall be recalled as openings occur in accordance with the listings developed in Paragraph “D”.

F. When an active employee who has seniority rights to any of the classifications combined and who is in a status other than those indicated in Paragraphs “C” and “D” at the time of the combination but who later is subject to a reduction of personnel in
his/her present classification, the following shall apply: (1) his/her seniority will be determined in the combined classifications in accordance with Paragraphs "A" and "B". He/she may displace the least senior active employee in the combined classifications if he/she has more seniority than that active employee; and (2) if he/she does not have sufficient seniority to displace the least senior employee, he/she will take his/her place on the "D" list and be affected as per paragraph "E".

G. The provisions of Paragraphs "A" and "B" above shall be applied to all employees of the Company in order to determine individual regression rights to classifications combined as a result of negotiations.

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

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

J. An employee's seniority date for the purposes of Paragraphs "A" and "B" above will be determined by Plant Hire Date seniority provided that an employee has acquired Plant Hire Date seniority under the provisions of Section 22.04 of the Company/Union Agreement dated February 17, 2003. If an employee has not acquired Plant Hire Date seniority in a classification now combined, this seniority will be determined by the employee's Classificational Entry Date seniority.

NO. 5 MEMORANDUM OF UNDERSTANDING RE: ADVANCED MANUFACTURING QUALITY ASSURANCE SYSTEM (AMQAS)

AMQAS is a process of self-verification by certified operators designed to improve quality and customer satisfaction. The Company and the Union agree that AMQAS certified employees will verify planning and parts utilizing an AMQAS stamp to indicate compliance with quality requirements for those operations they perform, and for any previous operation when verification can be made for the purpose of
1. continuous part flow. AMQAS is considered part of job duties. Per
2. Corporate Business Practice D710.04.04. Issues 7. Item 5. #1 -
3. Employees will receive training on responsibilities outlined in this pro-
4. cedure. Training will be developed based upon skills needed for
5. employees to carry out required duties. Item 5. #2 - Manufacturing
6. Quality Assurance and/or Human Resources is responsible to develop
7. and provide a training program.

NO. 6 LETTER OF UNDERSTANDING
RE: DELETION OF JOB CLASSIFICATIONS
IN APPENDIX “A”

This letter will confirm the understanding reached between the
Company and the Union Negotiating Committee concerning the deletion

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

B. Should the Company later determine that a requirement exists
for one of these deleted job classifications and the work require-
ments and duties involved are adequately described in the job
description of such deleted job classification, the deleted job
classification will be re-activated using the same Labor Grade
and the same Job Description that was in effect immediately
1996 or the 1999 negotiations.

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

D. If the Union believes that the work requirements and duties of
the re-activated job classification are not adequately described
in the re-activated job description, it may file a grievance within
thirty (30) days after the installation of such job classification
over the alleged improper job description and/or labor grade for
such job classification. Such grievances shall be referred to the
Step 4 - Special Committee of the Grievance Procedure and in
the event of Step 4 - Special Committee is unable to satisfacto-
ri ly resolve the matter, the unresolved issue or issues may be
submitted to arbitration, in accordance with the provisions of
Section 23.06 (Arbitration). Notwithstanding Section 23.06G
the costs of arbitration disputes regarding alleged improper job
descriptions and/or labor grades shall be borne equally by the
parties except, however, that each party shall pay the fees of its
own representatives and shall reimburse witnesses for time lost.
If the Union does not file a grievance within the time limit above,
the job classification, job description and labor grade that was
1993, 1996 or the 1999 negotiations shall remain in effect.
E. In the event the Company determines that a requirement for a
job classification exists that was previously deleted as a result
of this Agreement and the present work requirements and du-
ties have changed and are not adequately described by the
previously deleted job description, Section 36.01 of the current
Agreement will apply.

NO. 7 MEMORANDUM OF UNDERSTANDING
RE: MAINTENANCE SUBCONTRACTING

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

When subcontractors are required to work overtime on Saturday, Sun-
day, holiday or weekdays, the Company will continue its present
practice of offering comparable overtime to those employees in the
appropriate maintenance classification(s).
The Company agrees to reallocate authorized expenditures from the
capital budget, if necessary, to eliminate problems such as the week-
end painting problem discussed in the 1971 Contract Negotiations.
In the event the Business Representative believes the provisions of
this Memorandum of Understanding have been abused, the Business
Representative may request an immediate meeting to review the mat-
ter with the appropriate functional representative of management and
the Director of Human Resources.
The Company will hold discussions with the Business Representative or an authorized representative prior to the out-of-plant assignment and advise concerning the method of selecting employees who are assigned, the area in which they are assigned, and the benefits that are applied. The employee selected for the assignment will be given the details of his/her benefits, in writing, prior to the out-of-plant assignment. It is not the intent of the Company to assign employees who may be facing a layoff. Employees on out-of-plant assignment will continue to accumulate seniority in accordance with Section 22 - Seniority.

When out-of-plant assignment results in a promotion within a classification, employees will be selected for promotion in accordance with Section 22 - Promotions. If an employee is promoted within a classification based on the out-of-plant assignment, such promotion will have no bearing on the employee's seniority at his/her home plant. An employee will not lose promotional opportunities within a classification because of out-of-plant assignment. When an employee is on an out-of-plant assignment and it is determined that a higher classification within his/her classification is appropriate, senior employees in the same classification will be given the opportunity to be promoted, recalled or assigned to the out-of-plant assignment. The Company shall have a maximum of two (2) weeks to effect the change. If an employee on out-of-plant assignment is affected by a layoff at the employee's home plant, the Company will have a two (2) week adjustment period to effect the layoff, which time may be extended by mutual agreement. In addition, the Union will appoint a temporary Steward who is on the assignment to handle the normal duties as outlined in Section 6 of the Agreement. The temporary Steward will have super seniority during the period of the out-of-plant assignment.

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

A. The Union Business Representative will be advised of the classification(s) in which job shoppers are to be utilized prior to their entry into the plant.
1. Employees in the affected classification(s) who are laid off or repressed will be recalled.

2. Qualified employees in the affected classification(s) will be promoted in accordance with the terms of Section 22.08.

3. Overtime work will be offered to qualified employees in the affected classification(s) (in accordance with the terms of Section 34.06) before job shoppers are assigned to such overtime work.

4. The Company will transfer to the affected classification(s) those employees who have filed Form No. 1034 ("Requests for Status Change within the Bargaining Unit") and have been approved for transfer. Also, the Company will attempt to hire qualified employees in the affected classification(s) before/after the job shoppers are put to work.

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

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

**NO. 11 MEMORANDUM OF UNDERSTANDING RE: JOB SECURITY**

Outsourcing will continue to be utilized to maximize cost competitiveness, satisfy customer directives or fulfill strategic alliances.

The Company at its Chula Vista and Riverside Operations, will have a Representative of the Union Leadership participate at the administrative level and as a member of the Make or Buy Committee. This participation will provide the Union with first hand information regarding analysis/decisions concerning production work outsourced to non-Ruhr entities. No grievances can be filed as a result of decisions made in the Make or Buy Committee.
NO. 12 MEMORANDUM OF UNDERSTANDING
RE: USE OF OPTICAL DIGITAL
MEASUREMENT SYSTEMS BY TOOL
MANUFACTURING CLASSIFICATIONS

In 1987 Negotiations, the application and usage of Optical Digital Measurement Systems by the Tool Manufacturing classifications was thoroughly discussed. As a result of these discussions, it was agreed by the parties that it is proper for all Tool Manufacturing classifications (as listed in Appendix "A") to use Optical Digital Measurement Systems in the performance of their duties as described in the "Typical Work Performed" Section of their respective Job Descriptions. The Company will continue to train employees within the Tool Manufacturing classifications in the operation of Optical Digital Measurement Systems.

NO. 13 MEMORANDUM OF UNDERSTANDING
RE: MAINTENANCE TECHNICIAN PERFORMING OILING OPERATION

It is agreed between the Company and the Union employees in the Maintenance Technician classification may perform minimal amounts of oiling work such as, but not limited to, replenishing fluids lost during troubleshooting or adding sufficient fluids that are required for the technician to complete assigned tasks when those activities are integral parts of and directly related to the work being performed by maintenance technician.

NO. 14 MEMORANDUM OF UNDERSTANDING
RE: TRAINING COMMITMENT

Employees assigned, recalled, or displaced to any combined job classification shall not be disqualified for lack of training opportunities or job experience and shall receive training as necessary to attain the minimum requirements of the job combination. The Company has the right to assign employees to specific functions within job classifications and will only be required to train the employees in the specific job tasks that are assigned. Training will continue if and when employees are relocated to various functions/areas.
NO. 15 MEMORANDUM OF UNDERSTANDING
RE: GOVERNMENT MANDATED TRAINING AND CERTIFICATION

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

NO. 16 LETTER OF UNDERSTANDING
RE: RATE OF VACATION PAY

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

NO. 17 MEMORANDUM OF UNDERSTANDING
RE: HIGH PERFORMANCE WORK ORGANIZATIONS

The Chula Vista and Riverside locations of Rohr, Inc., a wholly owned subsidiary of Goodrich and the International Association of Machinist, District Lodge 725, Local Lodge 755 and 964 have committed to explore jointly the concept of High Performance Work Organizations.

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

Therefore, the parties agree that Company and Union representatives will attend HPWO training sessions within one year of the signing of this contract, the purpose of which will be to familiarize Company representatives with the HPWO program.
NO. 18 MEMORANDUM OF UNDERSTANDING
RE: ALTERNATE WORKWEEK

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

1) Irregular Workweek can be any of the following four (4) models:

A) Five (5) consecutive days, with day six (6) and seven (7) being premium days of pay. Day six (6) and day seven (7) will be paid as if they were Saturday and Sunday. This will be known as a 5/40 Irregular Workweek. There will not be a Sunday through Thursday Irregular Workweek.

B) Three (3) consecutive twelve (12) hour days with employees working eleven (11) and one half (1 1/2) hours and being paid forty (40) hours. This will be known as the 3/12 Irregular Workweek.

C) Four (4) consecutive ten (10) hour days, with day five (5), six (6), and seven (7) being premium days of pay. Day five (5) will be paid as if they were Saturday, and day six (6) and seven (7) will be paid as if they were Sunday. This will be known as the 4/10 Irregular Workweek.

D) Nine (9) workdays over a two (2) week period, with employees working eight (8), nine (9) hour workdays and one (1), eight (8) hour workday will be known as the 9/80 Irregular Workweek. This workweek will be run on Monday through Friday, with Saturday as day six (6) and Sunday as day seven (7) for purposes of premium days of pay.

2) All employees working an Irregular Workweek will receive bonus rates on the following schedule:

A) Employees who work a Saturday as part of their Irregular Workweek will receive a seventy-five (75) cents bonus for all hours worked.

B) Employees who work a Saturday and Sunday as a part of their Irregular Workweek will receive a one dollar (1.00) bonus for all hours worked.
C) Employees on a 9/80 or 4/10 Monday through Friday work schedule are not eligible for a bonus.

3) Employees on the Irregular Workweek may use Saturday or Sunday as a paid bereavement if that is a normal part of their workweek.

4) Employees on the Irregular Workweek schedule may use Saturday or Sunday as a vacation or sick/personal day if it is part of their normal workweek.

5) Separate holiday schedules will be created for Irregular Workweek employees, ensuring the same number holidays as outlined in Section 15.

6) Call-in pay will follow Section 17, except that call-ins on premium days of an Irregular Workweek will follow the overtime premiums described in Section 34. This will also occur for employees called in for a No Pay Day.

7) Employees may be recalled to an Irregular Workweek opening or employees may be placed in an Irregular Workweek opening through regression.

8) There will be a ninety (90) day freeze on all department and shift transfers in and out of departments operating on Irregular Work Weeks. Separate transfer forms for Irregular Work Weeks will be used.

9) Overtime will follow Section 34. Employees working an Irregular Workweek will be considered a unique department, classification, and shift overtime area for overtime balancing purposes.

10) A labor/management committee will be created to resolve Irregular Workweek issues. Appropriate members of management and Union negotiators will form this committee. If an issue cannot be resolved, it will be referred to the grievance procedure. The labor/management committee will also mutually agree to exceptions or changes to this memorandum including exceeding plant or department (or mutually agreed upon areas) maximum percentages.
1. All benefits such as pension, vacation, or sick leave that are based on days worked in a month, will be converted to hours and as a result no negative impact will occur to employees working the Irregular Workweek.

2. Union officials as described in Section 22.10 will have top seniority with regards to the Irregular Workweek. Shop Stewards will have the option of working an Irregular Workweek in the areas they represent. The Chief Shop Steward may designate additional alternate stewards in areas with Irregular Work Weeks.

3. Employees using the Irregular Workweek transfer request will have a ten (10) day waiting period waived as described in Section 22.07. When employees are recalled from layoff in a non-Irregular Workweek opening, the Irregular Workweek transfers will be honored first before placement of returning employees as described in Section 22.06. If employees are regressed to another classification while still active, their regression will follow Section 22.06.

4. The Company will begin Irregular Work Weeks no earlier than April 1, 1996.

5. The Company will not assign more than ten (10) percent of the Bargaining Unit population plant wide at any time during the life of this agreement on the Irregular Workweek. This excludes the 9/80 Irregular Workweek schedule.

6. The maximum percentage of assigned employees (not voluntary) in a department or a mutually agreed upon work area will not exceed ten (10) percent.

7. The maximum percentage of employees both volunteer and assigned (not voluntary) allowed in any department or mutually agreed upon work area will not exceed twenty (20) percent. The total can exceed twenty (20) percent, but only if the entire department or agreed upon area population is voluntary and any additional employees are also volunteers.

8. The Union Leadership has committed and will encourage employees to volunteer for the Irregular Workweek in an effort to help the Company meet its production and schedule requirements.
1. NO. 19 MEMORANDUM OF UNDERSTANDING
   RE: SENIORITY OF COMBINED CLASSIFICATIONS DURING THE 2003 CONTRACT NEGOTIATIONS

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

2. NO. 20 MEMORANDUM OF UNDERSTANDING
   RE: MACHINIST’S NONPARTISAN POLITICAL LEAGUE CONTRIBUTIONS

   The Company and the Union agree that if an employee submits a signed voluntary authorization form, approved by the Company, requesting bi-weekly deductions made from their wages, the Company will deduct and forward these deductions to the Union for use by the Machinists’ Nonpartisan Political League. The Company will provide a list of names and amounts deducted from these employees. Unless canceled in writing by the employee, these deductions will remain in effect for the duration of this agreement.

3. NO. C/21 MEMORANDUM OF UNDERSTANDING
   RE: APPRENTICESHIP AGREEMENT

   During the 1995-96 contract negotiations the Company and Union agreed that there may be future application of apprenticeship programs within the Company, such as: Tool Manufacturing, Machine Shop, Maintenance and Inspection. Therefore, when these applications are identified, the parties will meet and discuss the implementation of such programs. All future programs will be subject to the existing separate agreement between the Company and the Union and must be in accordance with the requirements of the California State Apprenticeship Council. (See Supplemental Agreement January 23, 1979).

4. NO. C/22 MEMORANDUM OF UNDERSTANDING
   RE: TAKING STATUS OF JOBS

   It is understood that supervision/management has the right to evaluate and sequence all work in progress to effectively manage production requirements. Salaried employees may check on the status of work within their area of responsibility in order to maintain effective communications with our customers. This includes investigating, reconciling potential schedule and quality problems and required corrective actions.
It is not the intent of the Company that any salaried employee will
infringe upon duties described in any Bargaining Unit position.

**NO. C/23 MEMORANDUM OF UNDERSTANDING**
**RE: MACHINE SHOP REPLACEMENT OF INSERTS, SCREWS, AND CLAMPS**

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

**NO. C/24 MEMORANDUM OF UNDERSTANDING**
**RE: ELECTRICIAN - MAINTENANCE CLASSIFICATION**

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

**NO. C/25 MEMORANDUM OF UNDERSTANDING**
**RE: ELECTRONICS MAINTENANCE WORKER CLASSIFICATION**

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

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

In an effort to reduce waiting, improve customer satisfaction, and
achieve world class flows and inventory turns, it is agreed by the Union
and the Company that Bargaining Unit employees in the performance
of their duties may move parts and materials, perform identification
tasks, log in and out parts, and perform sealing operations. These operations can only be completed by employees properly trained and certified in the specific task.

NO. C/27 MEMORANDUM OF UNDERSTANDING
RE: DEVELOPMENT TECHNICIAN/PLASTER & PLASTIC TOOLING BUILDER CLASSIFICATIONS

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

A) Management will coordinate with the appropriate shop stewards prior to work transfer.

B) Such work transfers will not exceed 60 days yet may be extended with mutual agreement.

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

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

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

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

Additionally, it is understood that any single typical duty or combined duties spelled out in the deleted Helper General (4273) classification may be performed by employees in any classification listed in Appendix "A" of this agreement in the performance of their job duties.
NO. C/29 MEMORANDUM OF UNDERSTANDING
RE: CUSTODIAN CLASSIFICATION

The Company and the Union agree on the following concerning the custodian services; the Company will utilize subcontract custodial services to supplement the activity in the following areas:

* Building 107
* Building 99
* All other new non-manufacturing office areas

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

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

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

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

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

NO. C/31 MEMORANDUM OF UNDERSTANDING
RE: TASKS OF KAIZEN EVENT TEAM MEMBERS

Goodrich’s lean manufacturing environment is achieved by using the “Kaizen” method. “Kaizen” (pronounced ky’zen) is a Japanese word
signifying continuous incremental improvement and also is a tool, which enables organizational change. In a Kaizen event, a team of employees selected by management, spends up to ten days identifying waste and opportunities to eliminate it. The team uses techniques like brainstorming, process mapping, and detailed operational analysis to identify and eliminate non-value added activities for the most efficient workflow.

The parties have agreed that during a Kaizen event any Kaizen team member assigned to that event may be required to perform additional tasks spelled out on the attached 3 page Kaizen Event Job Task Matrix. Tasks that require specific skills, safety training/awareness, etc., will continue to be performed by the appropriate classified employees. During the Kaizen event, the team members are authorized and empowered to effect changes on their assigned processes, standard procedures, work rules, and relocation of various tools, equipment, and materials.

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

It is also agreed that as a result of the understanding reached between the parties involved, as long as tasks are performed within the parameters of this agreement there will be no grievances filed related to Kaizen Events.

**KAIZEN EVENT JOB TASK MATRIX**

<table>
<thead>
<tr>
<th>TASK</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Move tables, chairs, fans, table equipment, small tools, etc.</td>
<td>No special equipment/training required.</td>
</tr>
<tr>
<td>2. Sweep/mop floors, strip yellow lines, hand wash walls, equipment, general prep, etc.</td>
<td>No special equipment/training required.</td>
</tr>
<tr>
<td>3. Hand paint walls, rails, equipment, etc.</td>
<td>No special equipment/training required.</td>
</tr>
<tr>
<td>4. Spray paint lines, equipment, etc.</td>
<td>Requires past Goodrich experience</td>
</tr>
<tr>
<td>5. Unbolt small equipment from floors</td>
<td>No special equipment/training required.</td>
</tr>
<tr>
<td>6. Small equipment installations</td>
<td>Technician/Assembler type experience required</td>
</tr>
<tr>
<td>7. Operation of motorized equipment</td>
<td>Requires certification/training</td>
</tr>
</tbody>
</table>
The following tasks require team members to have held the necessary classifications:

**Item 4. - Spray paint lines, equipment, etc.**

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

**Item 6. - Small equipment installations:**

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

**Item 7. - Operation of motorized equipment:**

Must have a current certification.
### KAIZEN EVENT JOB TASK MATRIX

Maintenance Trades Only To Perform These Tasks

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

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

- **Electrician Maintenance**: UN1199
- **Electronics Maintenance**: UN1200
- **Maintenance Technician**: UN1201
- **Maintenance Utility Worker**: UN1211
- **Air Conditioning & Refrigeration**: UN1244
- **Mechanic**: UN1261
- **Maintenance Welder**: UN1261
<table>
<thead>
<tr>
<th>TASK</th>
<th>MAINT</th>
<th>OTHER</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Move tables, chairs, fans, table equipment, small tools, etc.</td>
<td>Y</td>
<td>Y</td>
<td>No special equipment/training required.</td>
</tr>
<tr>
<td>Sweep/mop floors, strip yellow lines, hand wash walls, equipment, general prep, etc.</td>
<td>Y</td>
<td>Y</td>
<td>No special equipment/training required.</td>
</tr>
<tr>
<td>Hand paint walls, rails, equipment, etc.</td>
<td>Y</td>
<td>Y</td>
<td>No special equipment/training required.</td>
</tr>
<tr>
<td>Spray paint lines, equipment, etc.</td>
<td>Y</td>
<td>Y</td>
<td>Requires past Goodrich experience</td>
</tr>
<tr>
<td>Unbolt small equipment from floors</td>
<td>Y</td>
<td>Y</td>
<td>No special equipment/training required.</td>
</tr>
<tr>
<td>Small equipment installations</td>
<td>Y</td>
<td>Y</td>
<td>Mechanic/Assembler type experience required</td>
</tr>
<tr>
<td>Operation of motorized equipment</td>
<td>Y</td>
<td>Y</td>
<td>Requires certification/training</td>
</tr>
<tr>
<td>Dismantle/disassemble equipment</td>
<td>Y</td>
<td>N</td>
<td>Specialized/safety</td>
</tr>
<tr>
<td>Disconnect hard-wired electrical</td>
<td>Y</td>
<td>N</td>
<td>Specialized/safety</td>
</tr>
<tr>
<td>Install electrical circuits/hardware</td>
<td>Y</td>
<td>N</td>
<td>Specialized/safety</td>
</tr>
<tr>
<td>Disassembly/installation of electronics</td>
<td>Y</td>
<td>N</td>
<td>Specialized/safety</td>
</tr>
<tr>
<td>Disposal/Handling of Hazardous materials</td>
<td>Y</td>
<td>N</td>
<td>Specialized/safety</td>
</tr>
<tr>
<td>Lockout/Tagout procedures</td>
<td>Y</td>
<td>N</td>
<td>Specialized/safety</td>
</tr>
<tr>
<td>Confined space entry/work</td>
<td>Y</td>
<td>N</td>
<td>Specialized/safety</td>
</tr>
<tr>
<td>Assembly/Disassembly of rack systems</td>
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<td>N</td>
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<tr>
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<td>Y</td>
<td>N</td>
<td>Specialized/safety</td>
</tr>
<tr>
<td>Overhead working situations</td>
<td>Y</td>
<td>N</td>
<td>Specialized/safety</td>
</tr>
<tr>
<td>Welding</td>
<td>Y</td>
<td>N</td>
<td>Specialized/safety</td>
</tr>
<tr>
<td>Certified procedures</td>
<td>Y</td>
<td>N</td>
<td>Specialized/safety</td>
</tr>
</tbody>
</table>
401(k) Plan

A. ELIGIBILITY: Immediate date of hire.

B. EMPLOYEE CONTRIBUTIONS: From 1% to 17% of pay on either a pre-tax or an after-tax basis.

C. COMPANY CONTRIBUTIONS: $0.75 for each pre-tax dollar of employee contributions up to the first 4% of employee pre-tax contributions. Company contributions will be invested in the same manner as employee directs his/her contributions.

D. VESTING: Company matching contributions will be vested as follows.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vesting %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20%</td>
</tr>
<tr>
<td>2</td>
<td>40%</td>
</tr>
<tr>
<td>3</td>
<td>60%</td>
</tr>
<tr>
<td>4</td>
<td>80%</td>
</tr>
<tr>
<td>5</td>
<td>100%</td>
</tr>
</tbody>
</table>

An employee becomes 100% vested in the Company matching contributions if any of the following occurs: Layoff (for either RIF or medical), entry into the U.S. Armed Forces (other than temporary service with Reserves or National Guard), age 65, permanent and total disability, death.

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

Accounts less than $5,000 may require a mandatory distribution as defined by IRS regulations.

E. LOANS AND WITHDRAWALS: An active employee-participant can access funds 3 ways: loans, general withdrawals and financial hardship withdrawals.

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

The IRS has determined that the Plan meets the special requirements of sections 401(a) and 401(k) of the Internal Revenue Code. Compliance requires plan amendments from time to time.
GROUP HEALTH BENEFITS, LIFE INSURANCE AND LONG-TERM DISABILITY

A. The medical offerings for the duration of the contract are:

1. **BC/BS Blue Card PPO** - Network - No annual deductible, 100% after $15 doctor office visit copay, 80% prescription copay (30 day supply), 90% hospitalization - emergency room 100% after $75 copay. Maximum out of pocket $850 individual/$1000 family. Non-network - $500 individual/$1000 family annual deductible, 70% after deductible doctor office visit, 60% prescription copay (30 day supply), 70% hospitalization after deductible. Maximum annual out of pocket $2000 individual/$2500 family for all covered expenses within the plan.

2. **PacifiCare 80 HMO** - No annual deductible. $10 doctor office visit copay, $10 prescription copay (30 day supply), hospitalization no deductible, 80% until maximum annual out of pocket is met. Emergency room $30 copay (waived if admitted). Maximum annual out of pocket $800 individual/$1,700 family for all covered expenses within the plan.

3. **PacifiCare 100 HMO** - No annual deductible. $5 doctor office visit copay, $5 prescription copay (30 day supply), hospitalization no deductible, 100% until maximum annual out of pocket is met. $35 emergency room copay (waived if admitted). Maximum annual out of pocket $800 individual/$1,600 family for all covered expenses within the plan.

4. **Kaiser - California HMO** - No annual deductible, $10 doctor office copay, $10 prescription general copay (100 day supply), $25 copay brand name, hospitalization $100 copay per admission. $75 copay emergency (waived if admitted), maximum annual out of pocket $1500 individual/$3000 family for all covered expenses within the plan.

The following dental plans will be offered:

1. **Safeguard** - a prepaid plan with benefits available only through the designated network of providers.

2. **PacifiCare** - a prepaid plan with benefits available only through the designated network of providers.
3. Delta Denial - services available through network or outside of network.

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

**Employee Monthly Contributions 2003**

### Medical

<table>
<thead>
<tr>
<th>Coverage</th>
<th>PacifiCare</th>
<th>Kaiser</th>
<th>PacifiCare</th>
<th>BC/BS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>80</td>
<td>$36</td>
<td>$35</td>
<td>$50</td>
</tr>
<tr>
<td>Family</td>
<td>$100</td>
<td>$55</td>
<td>$136</td>
<td>$159</td>
</tr>
</tbody>
</table>

**Dental**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Safeguard</th>
<th>PacifiCare</th>
<th>Delta Dental</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>0</td>
<td>0</td>
<td>$12</td>
</tr>
<tr>
<td>Family</td>
<td>0</td>
<td>0</td>
<td>$36</td>
</tr>
</tbody>
</table>

In each plan year, Kaiser contributions will increase $5. Each plan year thereafter, the contributions for all other plans will increase by 10% of any increase in the premium with a maximum of $20 per year.

For Delta Dental each plan year thereafter, the contributions will increase by $1/$2/$3, if there are any increases in the Delta premium for that plan year. If there are no increases, then the rates will remain at the prior year's level.

### Dependents (All Plans):

Covered dependents include the employee's spouse, eligible domestic partner, children up to age 19, and unmarried children 19 to 25, who are regularly attending school and depend solely upon the employee for support.

### Non-Duplication and Coordination of Benefits:

If enrolled in HMO's, services provided by non-HMO providers (except in emergency situations) are not covered. HMO's do not coordinate benefits with non-HMO providers. Detailed
coordination of benefit rules are available through the medical plan the employee elects.

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

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

Rohr. Inc. will contribute toward the cost of the selected medical plan per the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Employee Only</th>
<th>Employee + 1</th>
<th>Employee + 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-15</td>
<td>$40</td>
<td>$60</td>
<td>$80</td>
</tr>
<tr>
<td>16-20</td>
<td>$50</td>
<td>$70</td>
<td>$90</td>
</tr>
<tr>
<td>21-25</td>
<td>$60</td>
<td>$80</td>
<td>$100</td>
</tr>
<tr>
<td>26-30</td>
<td>$70</td>
<td>$90</td>
<td>$110</td>
</tr>
<tr>
<td>31+</td>
<td>$80</td>
<td>$100</td>
<td>$120</td>
</tr>
</tbody>
</table>

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

F. Life Insurance:

1. Employee's Company paid-life insurance shall equal one times the employee's annual hourly base rate at the time of death. Employees will receive a minimum of $26,000 coverage.

2. Employee's Company-paid accidental death and dismemberment insurance shall equal one times the employee's annual hourly base rate at the time of death. Employees will receive a minimum of $26,000 coverage.
3. A voluntary, employee pay-all Supplemental Life Program is available. Employees may elect to purchase Supplemental Life Insurance, a portable, term life insurance plan. Premiums are age-related for smoker or non-smoker, accidental death benefit is optional. The employee may elect coverage for: employee only, spouse only, employee and spouse and child coverage as a rider to employee or spouse coverage.

4. Employees may purchase a voluntary Personal Accident Insurance plan. The plan provides 24 hours a day, 365 days per year coverage for accidental death and dismemberment. Employees may select the employee only or family plan by enrolling and authorizing the appropriate payroll deduction.

G. Voluntary Plans:

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

You have the following choices of LTD coverage:

* No coverage

* 50% of pay - Provides up to 50% of your pay, minus any family Social Security Disability or other applicable disability benefits you’re eligible to receive. The minimum monthly benefit is $50 and the maximum monthly benefit is $25,000.

* 60% of pay with periodic increase - Provides up to 60% of your pay, minus any family Social Security Disability or other applicable disability benefits you’re eligible to receive. While you’re collecting LTD benefits, your payments will increase to adjust for inflation - up to 5% a year, based on the Consumer Price Index (CPI). For example, if the CPI rises 7%, your LTD payments increase by the 5% maximum. If the CPI rises only 2%, your LTD payments would increase 2%. If the CPI declines, your payments would stay the same - they wouldn’t decrease.
2. Vision Plan (VSP) - Summary of Benefits:

   * In-network benefits

   * Annual Examination - Plan pays 100%

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

   * Contact Lenses - Plan pays up to $100 for follow-up fitting fees and contact lenses.
The following changes shall become effective February 17, 2003 unless noted otherwise.

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

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

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

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

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

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

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

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

SOCIAL SECURITY LEVELING: Available to retirees who retired prior to 62nd birthday. Provides for a percentage, based on age at retirement, of age 62 social security benefit to be paid by Rohr in
addition to Rohr benefit until age 62. Upon attainment of age 62, the total benefit being paid by Rohr is reduced by 100% of age 62 social security benefit. From age 62 forward, retiree receives reduced Rohr benefit plus social security. Can be taken in conjunction with any of above options.

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

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

1. fully vested in the Pension Plan, and
2. has a surviving spouse

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

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

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

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

EARLY RETIREMENT: A participant may retire with a reduced benefit at age 55 or later with a minimum of ten (10) years Vesting Service. The reduction factor for early retirement will be 3/10% for
each month that early retirement precedes the beginning of the month
following the participant's 65th birthday.

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

ROHR, INC.

/s/B. W. Broderick
Vice President, Human Resources

/s/R. M. Roner, Jr.
Director, Human Resources

/s/A. Fulk
Manager, Human Resources-Riverside

/s/R. Gordon
Director, Manufacturing-Chula Vista

/s/C. Maddux
Manager, Manufacturing-Chula Vista

/s/D. McCarty
Manager, Manufacturing-Chula Vista

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

/s/G. Allen
Aerospace Coordinator

/s/J. A. Croswell
Business Representative
NEGOTIATING COMMITTEE MEMBERS

/s/R. Cervantes
/s/R. D. Kuenzi
/s/R. D. Paszko
/s/O. F. Santana
/s/K. R. Walker
/s/C. L. Williams

IMPORTANT

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

ABSENCE: If you are absent you must call your respective departments Absentee Desk at least every three days or you'll lose your seniority. Ask your department Team Leader for the number.

SICK LEAVE: Call the Absentee Desk before the end of your shift on the day of absence and tell them your:

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<tr>
<th>Name</th>
<th>Reason for Absence</th>
<th>Estimated Return Date</th>
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<td>Name of Supervisor</td>
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MEDICAL LEAVE: If your absence is expected to last more than 10 consecutive days or you're going to be hospitalized, call your Team Leader or the Medical Leave Desk.

Call 691-2551 Medical Leave Desk

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

OTHER IMPORTANT NUMBERS

<p>| Union Hall | 422-5386 |
| Union Office | 691-3700 |
| Human Resources Center: | 691-6411 |</p>
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