

Local 1505 Officers

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Vice President

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Recording Secretary

Karen Bozek

John Camerato

Betty Jean Landry

Debbie LeBlanc

Agreement

Between

**International Brotherhood of
Electrical Workers, AFL-CIO**

Local 1505

And

Raytheon Company

2004 - 2007

Dear Member,

This is a copy of the Collective Bargaining Agreement between Local 1505, IBEW, AFL-CIO and the Raytheon Company covering the period beginning October 2, 2004 and ending October 1, 2007.

It is the responsibility of the Business Manager to interpret this Agreement to the end that your rights are protected. Representatives of my office, namely Assistant Business Managers, Chief Stewards and Stewards stand ready to be of service to the membership in the areas of wages, hours, seniority, working conditions and fringe benefits, all of which have been negotiated and are incorporated in the Agreement. Separate pamphlets describing the provisions of the Blue/Cross Blue Shield and other medical plans, Group Insurances and Pension Plans can be made available to you on request. My representatives will provide you with advice and assistance in these matters.

Denial of medical and disability benefits under Workman's Compensation continues to be an ever increasing problem. You and your family's future may depend on how you protect your rights. Remember the following simple rules:

- 1. Immediately report EVERY injury or illness.**
- 2. Tell your fellow employees-obtain names of witnesses.**
- 3. Seek prompt medical attention. See your doctor if you wish.**
- 4. Request compensation at once.**
- 5. Sign nothing without advice. Consult your Steward or your Union Office.**
- 6. Do not accept Company group insurance without advice. You may endanger important rights to Industrial Accident benefits.**
- 7. Do not accept final settlement without advice.**
- 8. AGAIN,-report every injury immediately.**

I urge you to attend your monthly union membership meetings and help keep our union strong.

**Fraternally yours,
George Noel
Business Manager**

Local 1505 Negotiated Benefits

- 1. Medical Insurance**
 - a. Blue Cross/ Blue Shield Point-of-Service**
 - b. HMO Blue**
 - c. Definity**
 - d. Tricare Supplement**
- 2. Dental Insurance**
- 3. Short Term Disability Insurance**
- 4. Long Term Disability Insurance**
- 5. Occupational LTD Insurance**
- 6. Family Vision Care Program-Including Prescription Safety Glasses**
- 7. Safety Officer and Insurance Benefits Councilor**
- 8. RAYSIP-401(k) Plan- Invest Company Match where you want!**
- 9. Vacation**
- 10. Sick Days**
- 11. Death in Immediate Family**
- 12. Training Programs**
- 13. Scholarship Program- children of Union members**
- 14. Mandatory Continuing Education, MA Electricians License Renewals**
- 15. Child Care Referral Service**
- 16. Dependent Care Assistance**
- 17. Pension Plans**
- 18. Holidays**
- 19. Life Insurance Benefit**
- 20. Travel Accident Insurance Benefit**
- 21. Accidental Death & Dismemberment**
- 22. Leaves of Absences-**
- 23. Employee Assistance Programs**
- 24. Policy Letter Related to Sexual Harassment in the Workplace**
- 25. Improved Flex Time**
- 26. Rate Guarantees**
- 27. Improved Program Assurances**
- 28. Educational Assistance**
- 29. FSA Cards**
- 30. Long Term Care Coverage**
- 31. Met Law- Hyatt Legal Service-Prepaid legal services available through payroll deduction**
- 32. Same Sex Domestic Partner (outside of Massachusetts- In addition to medical/vision and dental eligible for spouse life insurance, AD&D Long Term Care Insurance and Pension Benefit. Leave Policy's apply as such as FMLA, COBRA**
- 33. Severe Weather Gear**
- 34. VLO**

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AGREEMENT

This AGREEMENT is made this 2nd Day of October, 2004 between RAYTHEON COMPANY, a Delaware Corporation (hereinafter called "the Company") and LOCAL UNION NO. 1505 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, affiliated with the American Federation of Labor - Congress of Industrial Organizations (hereinafter called "the Union").

WITNESSETH

ARTICLE I- RECOGNITION

1.0 The Company recognizes the Union as the sole and exclusive collective bargaining agency with respect to wages, hours and conditions of employment for all of its employees in a unit described as follows:

All maintenance and production employees of the Company, for whom the Union has heretofore been recognized and all persons who may become apprenticed to job classifications included in the bargaining unit, at its presently existing Massachusetts plants in operation on the date of this Agreement, including factory clericals, but excluding (i) all employees classified as Experimental and Developmental Machinists A, B and C; Machinists A, B and C; Maintenance Machinists; Die Makers A, B and C; Tool Makers A, B and C; and Tool Grinders A, B and C; and all persons who may become apprenticed to such job classifications; (ii) guards; (iii) office and clerical employees; (iv) purchasing, sales, advertising, production control, scheduling and engineering employees (but this exclusion shall not apply to employees in engineering departments regularly doing actual mechanical and electrical work similar to work performed by production and maintenance employees); (v) timekeepers; (vi) nurses;

(vii) doctors; (viii) supervisors; and (ix) all or any other supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees, or effectively recommend such action.

1.1 The words "employee" and "employees", as used in this Agreement, refer solely to persons employed in the unit above described. Words used in either the masculine or feminine gender shall be read and construed so as to apply to both genders where the context so warrants.

1.2 It is a principle implicit in the relationships of the Company and the Union that no employee or applicant for employment will be discriminated against because of such individual's race, color, religion, sex, age, disability, or national origin.

1.3 The Union recognizes the Company's obligations under Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, and the Americans with Disabilities Act of 1990, and pledges its full cooperation in assisting the Company to fulfill these obligations provided that in such cooperation it does not violate the terms and conditions of the Collective Bargaining Agreement.

ARTICLE II - COVERAGE

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

ARTICLE III - MANAGEMENT'S RIGHTS

3.0 Except as otherwise expressly and specifically provided in this Agreement, the Union recognizes and agrees that the supervision, management and control of the Company's business, operations,

working force and plant are exclusively vested in the management of the Company. Without limiting the generality of the foregoing, the Union recognizes and agrees that the right to plan, direct and control the Company's business, methods, operations and working force; to hire, promote, transfer and lay off employees and, lawfully and for just and proper cause, to demote, discipline, suspend or discharge employees; and the right to determine the hours and schedules of work, the work tasks and standards of performance for employees, and the right to change, relocate, abandon or discontinue any production, services, methods or facilities; or to introduce new or improved materials, methods or facilities, and to purchase or otherwise acquire and to utilize materials and services from such sources as is deemed desirable by the Company, is vested exclusively in the management of the Company. The foregoing shall not be taken, however, as a limitation upon the rights of the Union to represent the employees covered hereby in the procedures provided in this Agreement.

3.1 The Union recognizes the inherent right of the Company to maintain or improve plant efficiency and the right to assign work. The Company agrees that it will not make such assignments in such a manner as to violate the terms and conditions of the Collective Bargaining Agreement.

ARTICLE IV - UNION SECURITY

4.0 All employees in the unit on the effective date of this Agreement must become members of the Union thirty (30) days after such date and must thereafter remain members of the Union for the term of this Agreement.

4.1 The Company shall, subject to the rights guaranteed employees by law, retain in its employ in the unit above defined only members of the Union in good standing, except

- (a) Any employee newly hired or rehired or transferred into the unit may remain in the Company's employ for thirty (30) calendar days without becoming a member of the Union, and
- (b) Any laid-off employee who is reinstated in accordance with the terms of this Agreement may remain in the Company's employ in the unit for five (5) workdays without reinstating himself as a member of the Union.

4.2 For the purpose of Sections 4.0 and 4.1 above, the Company shall have the right to assume that all employees in the unit are members of the Union in good standing, unless notified to the contrary by the Union. The Union agrees to admit to membership all employees who apply therefore, provided they have not previously been expelled from the Union or any other Local of the International Brotherhood of Electrical Workers.

4.3 Any employee in the unit above defined who is not a member of the Union in good standing, and as to whom the exceptions set forth in Sections 4.0 and 4.1 above are not applicable, shall, within one (1) week from the date of notice sent by the Union to the Company, be discharged from the employ of the Company unless within such week he shall establish membership in good standing. If the Company shall believe that the discharge of any employee declared by the Union not to be in good standing might violate the rights of such employee under any Federal or State statute, or subject the Company to a charge of discrimination against or violation of the rights of such employee, it shall so notify the Business Manager or Financial Secretary, in which event it shall not be required to discharge said employee until the matter of the propriety of such discharge shall have been determined pursuant to the grievance procedure.

ARTICLE V - CHECKOFF

5.0 The Company shall deduct from one payroll the Union initiation fees, and deduct weekly dues of employees who have given the Company a duly executed valid written assignment for such purposes *in full force and effect at the time of each deduction so long as they remain in the unit; and the Company agrees to deliver to the Financial Secretary of the Union, within ten (10) days after the end of the fiscal month, the total amount so deducted, together with the list of the names of all employees for whom deductions were made.*

5.1 The Union will levy only those fees and dues which are authorized or permitted by the constitution of the International Union or the bylaws of the local union, and in the manner provided therein; and the Company shall be entitled to rely upon compliance by the Union with this provision, and the Union shall save the Company harmless with respect thereto.

ARTICLE VI - HARMONIOUS RELATIONS

6.0 In their institutional relationships, the Company and the Union pledge themselves:

- (a) To abide by all procedures mutually agreed upon;
- (b) To give each other fullest cooperation to the end that harmonious relations may be maintained in the interest of both Company and Union;
- (c) On the part of the Union to discipline any Union representative, and on the part of the Company to discipline any foreman or other of its representatives, who shall conduct themselves in such manner as to bring upon the Union or the Company, respectively, the proper reproach of the other that it has violated any of the terms of the Agreement;

- (d) Grievances under this Article shall be signed personally by the Business Manager for the Union or the Director of Labor Relations for the Company.

6.1 The Company agrees that it shall not knowingly cause or permit the violation of any Agreement entered into by any other local union of the International Brotherhood of Electrical Workers or the annulment of such other local union's working rules. The Company further agrees that, with respect to any construction and maintenance on the Company's premises covered by this Agreement, if such premises are in the jurisdiction of any local union of the International Brotherhood of Electrical Workers, or, if it assigns, sublets or transfers any such work, it will not knowingly do so to a person, firm or corporation which is guilty of an unfair labor practice against the International Brotherhood of Electrical Workers.

6.2 The Company agrees that all persons in management having authority to place contracts with outside firms are advised that it is Company policy to avoid, whenever practicable, placing work with outside contractors when to do so would result in the layoff of employees on the active payroll, or would result in the failure to recall employees already on layoff status and having recall rights.

ARTICLE VII - HOURS OF WORK

7.0 The workday shall consist of twenty-four (24) consecutive hours beginning with the time that the employee is scheduled to start work. Whenever the expression "consecutive hours of work" appears in this Agreement, it shall mean consecutive hours of work except for unpaid meal periods. The workweek shall consist of seven (7) consecutive twenty-four (24) hour periods beginning with the start of the work schedule. The work schedule shall consist of forty (40) hours of five (5) eight-hour days, normally Monday to Friday, inclusive. The regular day, or first, work shift shall consist of eight (8) hours between 7 A.M. and 5 P.M.

7.1 The Company may, apart from the above, establish from time to time different work schedules and hours of work, after having consulted with the Chief Steward and after having given due consideration to the convenience of the employees involved and, to the extent circumstances permit, having made an effort to distribute hours of work so as not to result in unreasonably long or irregular hours or days of work. If any such different schedule is established, the Company shall, whenever practicable, give notice of the change in hours to the employees affected not less than three (3) workdays prior to such change. Any change in a work schedule by which the hours of work are reduced below forty (40) in a workweek shall become effective only after consultation with the Union.

7.2 The Company shall have the same right to require employees to report on time and work their regularly scheduled, as distinguished from unscheduled, hours in excess of forty (40) hours per week (and not in excess of forty-eight (48) or fifty (50) hours if the fifty (50) hours are worked in five (5) days) as it does with respect to all regularly scheduled hours up to forty (40) hours per week.

In the application of this article the Company will give consideration to personal hardships of employees associated with the implementation of schedules in excess of forty (40) hours.

7.3 Nothing in this Article VII shall be construed as obligating the Company to provide or pay for any minimum number of hours a week or a day other than as provided in Articles X, XI, XIII and Section 16.3.

7.4 The Company agrees to consider requests for modified schedules from employees provided they work the continuous hours of their scheduled shift excluding unpaid lunch breaks. The Company will make every effort to accommodate requests made for serious and compelling reasons that directly impact the employee and/or his immediate family (including legal guardianships), which are consistent

with the efficient operation of the employee's department. Where such requests conflict with the efficient operation of the business, the parties agree to meet and explore reasonable alternatives. Schedules will be reviewed by the supervisor every three (3) months in order to evaluate the need to extend the modified schedule. In requests for a modified schedule the employee shall provide advance written notice. The Company also agrees to consider requests for temporarily modified schedules. Requests for temporary modification of a schedule will be a written request, in advance, where practicable.

ARTICLE VIII - OVERTIME

8.0 Overtime pay at the rate of one and one-half times the regular straight-time hourly rate shall be paid for work performed:

(a) In excess of eight (8) consecutive hours of work in any workday, up to four (4) hours after the regular closing time of any one shift, or in excess of forty (40) hours in any workweek;

(b) On Saturday, for shifts which begin on that day, provided, however, that this Subsection (b) shall not apply where an employee's scheduled workweek has begun on Wednesday, Thursday, Friday or Saturday;

(c) On the sixth day (the day immediately following such employee's normal five (5) day work schedule);

(d) On each day named as a paid holiday in Section 16.0 of this Agreement.

8.1 Overtime pay at the rate of two (2) times the regular straight-time hourly rate shall be paid for work performed:

(a) Beyond twelve (12) consecutive hours of work (excluding

unpaid meal periods) in any workday and until relieved for a period of eight (8) hours. When an employee reports at the regular starting time of his normal shift on the day following an overtime assignment without an eight (8) hour relief period, he shall be paid at the rate that would be applicable if he had worked continuously from the end of his prior overtime assignment unless he has been offered the opportunity to take the eight (8) hour break;

(b) Beyond eight (8) hours on the sixth day (the day immediately following such employee's normal five (5) day work schedule);

(c) On Sunday (except where the third shift operation in a workweek is scheduled to begin on Sunday evening), or where applicable on the seventh day (the day after the day immediately following such employee's normal five (5) day work schedule).

8.2 Work performed on a shift starting on a Saturday or on the sixth day as defined in Section 8.0(c) shall be considered as work performed on a calendar Saturday or on the sixth day. Work performed on a calendar Sunday or on the seventh day as defined in Section 8.1(c) and continuing into the following calendar day shall be considered as work performed on the calendar Sunday or seventh day (except where a third shift operation is scheduled to begin on Sunday evening or on the seventh day).

8.3 There shall be no duplication or pyramiding of overtime payments. In any workweek in which the Company is required by law to pay overtime rates, it shall have discharged its obligation for such workweek by paying at the rates provided herein, so long as the minimum requirements of the law are met.

8.4 Employees shall not be required to take time off to offset overtime worked or to be worked.

8.5 The Company will distribute overtime opportunities with the objective of having employees in the same classification in a department end each six month period equitably. For the purposes of this Article, equitable distribution shall be defined as being within 15% of the high overtime hours offered in a classification, in a department at the end of the period. In any event this variation shall not exceed forty hours.

No remedy shall be available under the above paragraph for variances of less than one average overtime opportunity for the classification in the department. The following rules will apply:

- (a) The Company will establish a standard form to be used in each department for the purpose of having overtime opportunities recorded regularly. This form will be posted in an appropriate place in the department to permit examination by the employees. Records maintained shall be on the basis of paid overtime hours offered, not work hours offered.
- (b) If requested by the Union, Company plant representatives will meet with a Union plant committee consisting of the Assistant Business Manager, Chief Steward and appropriate Steward at least as frequently as during the first week of January and July to review the distribution of overtime opportunities in that plant during the preceding three (3) months and to cause steps to be taken to correct in subsequent months those situations where the spread of overtime opportunities was found to be unreasonable under all the circumstances.
- (c) Employees desirous of overtime are required to sign an Availability List during the month of December 2004, or upon returning to active status. Thereafter, an employee desirous of changing his overtime status for future periods

will be afforded the opportunity annually in the month of September by filing the appropriate form with the Labor Relations office. Employees who do not file a form with Labor Relations will retain their status as of the last day of the prior period. Only those employees who wish to go from a no to a yes will be allowed to do so at any time upon filing the appropriate form once during the overtime period. Employees exercising this option will be credited with the average hours offered to employees within his overtime department and classification.

An employee who believes at the end of a six-month overtime period that the Company failed during that period to offer him his fair share of overtime opportunities under all the circumstances shall be entitled to use the grievance procedure provided his grievance is filed within fourteen (14) days after the end of that period. Notwithstanding the provisions of Section 22.4(g), the award of any arbitrator under this section may be retroactive beyond the date of the grievance to allow the arbitrator to review the entire six-month overtime period.

- (d) The six-month overtime periods in each year shall begin on April 1 and October 1. New overtime opportunity lists shall be established on each of those dates.
- (e) Self-Regulating Spread. During the six month overtime period described above, in the event the variance between high overtime hours offered and low overtime hours offered in a classification in a department exceeds forty, an employee whose hours exceed this spread shall not be eligible to work overtime until the variance is reduced to forty hours or less.

8.6 Reasonable notice shall be given to any employee who is

expected to work unscheduled overtime hours. The Company will attempt to make this notice two (2) hours whenever practicable.

ARTICLE IX - SHIFT BONUS

9.0 Work performed on the second, or evening shift or on the third, or night shift shall be paid for at the regular straight-time hourly rate plus the appropriate shift differential set forth by job level and shift in Hourly Payroll Wage structure #21 which is attached hereto and made part hereof.

9.1 Any shift in which four (4) or more straight-time hours are regularly scheduled after 3 P.M. shall be considered as the second, or evening, shift. Any shift in which four (4) or more straight-time hours are regularly scheduled after 11 P.M. shall be considered as the third, or night, shift.

ARTICLE X - REPORTING TIME

10.0 Except in cases of fire, flood or similar circumstances beyond the Company's control or except for disciplinary reasons, when an employee so assigned reports for work on a regularly scheduled first or second shift or scheduled overtime shift without having been previously notified not to report, he shall be given at least four (4) hours' work, or if no such work is available, he shall be given four (4) hours' pay at his rate applicable to the hours he would otherwise have worked.

10.1 When an employee so assigned reports for work on a regularly scheduled third shift, he shall not be required by the Company to work less than a full shift, except in cases of fire, flood or similar circumstances beyond the Company's control or except for disciplinary reasons. In the event there is not work for him in his classification in his department during part or all of such shift, due to reasons other than

the exceptions stated in the preceding sentence, he may be assigned to such other work as the Company may decide.

10.2 For purposes of the foregoing Sections 10.0 and 10.1, an employee shall be considered to have been requested to report on his regular shift unless

- (a) An authorized Company representative notifies him to the contrary by personal conversation, telephone or notification delivered to him personally to his last known address as shown by Company records (i) on the previous calendar day if he is a first-shift employee, or (ii) at least three (3) hours before his scheduled starting time the same day if he is a second- or third-shift employee; or
- (b) The Company causes or attempts to cause radio announcements to be made of work cancellation due to fire, flood or similar circumstances beyond the Company's control, in accordance with a schedule of such announcements posted from time to time on Company bulletin boards and/or published in the Company newspaper.

ARTICLE XI - CALL-BACK TIME

11.0 Where an employee at the Company's request returns to work more than two (2) hours before the normal starting time of his assigned shift, he shall be paid at the overtime rate applicable thereto as though he had worked continuously from the end of his shift, and he shall be guaranteed at least four (4) hours of work or four (4) hours' pay at such applicable rate; provided, however,

- (a) That such overtime rate shall continue in effect during such part of his scheduled shift on the following workday as is not included in the guaranteed four-hour period, only
 - (i) if the employee is specifically and personally requested

by a Company supervisor to continue working into such shift without a relief period of eight (8) hours, or (ii) if the employee is assigned to a type of work which he knows or reasonably ought to know he should not leave untended without express approval of supervision and he is neither relieved by another employee nor excused by supervision, and

- (b) That this Section 11.0 shall not apply on those occasions when an employee's return to work more than two (2) hours before the start of his next scheduled shift is the result of the Company's attempt to distribute overtime opportunities equitably between shifts, or is the result of a change in the employee's work schedule resulting from layoffs, upgradings or voluntary transfers, or is the result of telescoping of shifts in a week containing a paid holiday.

ARTICLE XII - CALL-IN TIME

12.0 When an employee is notified on the fifth day of his workweek after the end of his work shift including the overtime portion thereof, or is notified on the sixth day to report for previously unscheduled work on the sixth day of the same workweek, he shall be paid for all work performed on such sixth day at the appropriate rate set forth in Article VIII plus an extra one-half times his regular straight-time hourly rate but in any event not more than two (2) times his regular straight-time hourly rate; provided, however, that this Section 12.0 shall not apply on those occasions when an employee's working on such sixth day of a workweek is the result of the Company's attempt to distribute overtime opportunities equitably between shifts or to distribute overtime opportunities equitably among employees who are low on the overtime list in the department; or the result of a change in the employee's work schedule resulting from layoffs, upgradings or voluntary transfers.

ARTICLE XIII - EARLY REPORTING TIME

13.0 An employee who at the Company's request reports to work two (2) hours or less before the start of his scheduled shift shall be paid according to the overtime provisions of Article VIII.

ARTICLE XIV - WAGES AND CLASSIFICATIONS

14.0 Subject to the provisions of Section 22.7, the wage rates to be paid during the term of this Agreement to employees classified according to the various job classifications set forth in Schedules A and C presently in use by the Company now or in the future are set forth in "Hourly Payroll Wage Structure #20". The rate applicable on upgradings and classification changes shall be determined in accordance with the Company's Standard Personnel Procedure (revised) dated September 11, 1995, and entitled "Classifications and Wage Rates - I.B.E.W. Bargaining Unit", which is incorporated herein by reference.

14.1 Employees shall be classified in job classifications by a comparison of the work they perform with job classification descriptions and shall be assigned the job classification of the most nearly applicable job classification description in accordance with the Company's Standard Personnel Procedure (revised) dated September 11, 1995, and entitled "Classifications and Wage Rates - I.B.E.W. Bargaining Unit", which is incorporated herein by reference.

14.2 The assignment of an employee to the performance of work requiring less than the skills of the job classification description shall *not furnish a basis for a claim on the part of other employees performing corresponding work to be classified under such job classification.*

14.3 An employee advanced to an instructor position within the bargaining unit shall receive a premium of five percent (5%) of the

maximum rate or his hourly rate whichever is higher for his job classification so long as he remains in such position. An employee advanced to a group leader position within the bargaining unit shall receive a premium of ten percent (10%) of the maximum rate or his hourly rate whichever is higher for his job classification so long as he remains in such position.

14.4 In the event the Company, acting through the Director of Labor Relations, determines that an employee in a given job classification is not being required in his current work assignment to perform the work of his job classification, but desires to continue such employee in such work assignment, the employee may be reclassified by the Company to the job classification applicable to the work to which he is assigned. The employee so reclassified shall, so long as so assigned, receive a personalized rate of pay as if not reclassified and shall be regarded as within such former job classification for purposes of Sections 23.12, 23.13 and 23.14. If and when such work assignment is terminated by the Company, (i) such employee shall be transferred to other available work for which he is qualified in the same job level occupied by him before reclassification or in a higher job level or, if none, he shall be placed in accordance with the provisions of Article XVI of the Standard Personnel Policy and Procedure C-2 (revised), dated September 11, 1995 and (ii) if the employee's former job classification has been obsoleted, such employee's rights with respect to Sections 23.12, 23.13 and 23.14 shall begin with the same job level at the same progression step and seniority group or schedule as the former job classification which has been obsoleted.

The Director of Labor Relations shall submit to the Business Manager not later than fourteen (14) days before it is to be announced, notice of any proposed change in the job classification of an employee resulting from application of this Section. No such change shall be effective until three (3) days after the expiration of the fourteen (14) day notice. Any grievance with respect to this Section 14.4 shall be

processed as provided in Section 22.6 hereof. These provisions shall no longer apply when a personalized employee (i) has been reclassified to a job classification at or above the job level of his former job classification or, (ii) has been reclassified into any job classification at his own request.

14.5 It is the policy of the Company to fill vacancies in the unit by the upgrading or promotion of persons presently employed and the Company will not employ new hires except where Sections 14.6, 14.7, or 14.8 do not apply or where employees entitled to consideration under Sections 14.6, 14.7, or 14.8 do not qualify under the standards of those Sections. In those cases where an employee is dead ended in his seniority grouping in his plant, such employee will be considered according to seniority with other employees who have filed a transfer under Article 14.8 of the contract.

14.6 Upgrading of employees within a department to job classifications within their respective seniority groupings with higher maximum rates shall be based upon ability and qualifications in accordance with Company standards. In the case of two or more employees with ability and qualifications deemed by the Company to be adequate, seniority shall prevail. This shall not preclude advancement by the Company of employees from one seniority grouping or schedule to another, which advancement shall also be based on ability and qualifications in accordance with Company standards.

14.7 Promotions to group leader and instructor positions in the unit within a group in a department, regardless of shift, shall be based upon ability and qualifications in accordance with Company standards, which standards shall be applied reasonably and consistently within the group. The Company will post such openings for three working days, prior to filling such vacancy, within the department where the opening exists. When ability and qualifications of two or more employees are, upon such application of standards, relatively equal, seniority

shall prevail. When a junior employee is promoted or in exceptional circumstances it is necessary because of lack of job knowledge among employees in a given department to appoint an instructor or group leader from another department, the Chief Steward shall promptly be notified of such action taken. Instructors shall not be selected out of order of seniority for periods greater than 90 days.

After the first 30 days of the assignment the Company will begin to train the senior employee in the classification in the department.

14.8 Employees who desire to be considered for transfer to another job title may file with their foreman for prompt forwarding (within twenty-four (24) hours where practicable) to the Personnel Department on appropriate forms to be supplied by the Company, applications for Change of Occupational Title, indicating the job classification preferred and the qualifications possessed for the work of such job classification. Employees filing such a form will, if they so desire, be counseled by the Personnel Office in their location of the job classifications for which they are qualified in which vacancies are most apt to develop. A list of job titles of open requisitions at each location will be displayed openly outside each Personnel Office. Such lists of open jobs will be posted as opportunities occur. An employee may have on file at any time a maximum of two (2) applications for the job classifications for which he considers himself best qualified. The Personnel Department shall return to the employee a copy of the application acknowledging receipt thereof. Priority of consideration of requests for transfer to a different occupation, location or shift shall be governed by the employee's seniority date. Any request for transfer shall have validity for six (6) months from the date of its filing only, and the burden of renewing it shall be on the employee should he care to do so. An employee may have on file a maximum of two (2) active changes of status at any given time during each six (6) month period. An employee who changes occupational status, other than to a higher job classification, under this Article must complete ninety (90) calendar

days in that classification before filing another request for change form. Once an employee is upgraded via the Change of Occupational Status such employee must complete one hundred and twenty (120) calendar days in that classification before filing another request for change. The Company shall maintain a list of such applicants and, as employment opportunities arise which are not filled by operation of other Sections of this Agreement, shall consider the applicants on the basis of qualifications expected of newly-hired employees. The Chief Steward shall be advised of all vacancies filled by operation of this Section. Once an active or inactive employee voluntarily accepts an opening in another classification, other than under the provisions of this Article, such employee must also complete ninety (90) calendar days in that classification before filing another request for change form.

14.9 The Company shall furnish to the Business Manager of the Union all classification and seniority groupings changes, including job classification descriptions and rates of pay. All such matters initiated by the Company shall be sent to the Wage Section of the Local Union office of the Business Manager, and the Business Manager shall be responsible for maintaining and coordinating all information and activities resulting from such actions of the Company. The Company shall advise the Local Union Wage Section in advance of its intentions with respect to such changes with the view of avoiding grievances which might otherwise result from its activities. The Local Union may, if it so decides, make any protest within the time provided in the appropriate section of the Agreement.

14.10 No payment of any kind shall be required to be made by the Company to any employee for time absent from work due to (i) any arbitration, (ii) any unemployment compensation hearing, or (iii) any other matter which involved some party other than the Company, the Union, and one or more employees, nor shall any time spent on the above matters be considered time worked for the purpose of computing overtime pay.

ARTICLE XV - NEW EMPLOYEES

15.0 When an applicant is hired, he shall be placed on probation for ninety (90) calendar days.

15.1 A former employee who is rehired within five (5) years after ceasing active employment and who had previously completed the probationary period in his previous employment shall not be subject to the provisions of Article 15.0. With respect to a former employee who is rehired more than five (5) years after ceasing active employment and who had completed the probationary period in his previous employment, the probationary period shall be forty-five (45) calendar days, except that if he is rehired into the same job classification to which he had been assigned at the time of ceasing active employment and had completed the probationary period in that job classification his probationary period shall be thirty (30) calendar days.

15.2 During an employee's probationary period, the terms of this Agreement shall not apply except as to the following provisions:

- (a) Rates of pay.
- (b) Hours of labor.
- (c) Union security provisions in Article IV.
- (d) Death in the immediate family provisions in Article XVII.

He shall have the benefit of Section 16.0 after the first thirty (30) calendar days as a probationary employee. If a probationary employee is terminated after the first thirty (30) days of his probationary period, the Company shall notify the Chief Steward of the reason for his termination.

15.3 An employee who, during the last thirty (30) calendar days of his probationary period, is changed or reinstated to work under a different job classification or in a different department or under a different foreman in lieu of dismissal for lack of work, shall serve an additional probationary period of thirty (30) calendar days from the date of such change or reinstatement. If such a change or reinstatement during the last thirty (30) calendar days of his probationary period is the result of the employee's request, he shall serve an additional probationary period of forty-five (45) days from the date of such change or reinstatement. Thereafter, all the terms of this Agreement shall apply to him. Any probationary employee laid off by the Company and subsequently brought back to work within a period of fourteen (14) calendar days shall be reinstated.

15.4 For seniority purposes under this Agreement, any third shift employee who starts work on a Sunday will have a Monday seniority date.

ARTICLE XVI - HOLIDAYS

16.0 Except as provided in Section 15.2 and as limited hereinafter in this Article, and in addition to the amount to which he would be entitled for work actually performed on the holiday, each employee shall receive holiday pay as follows:

With respect to the recognized holidays listed below, he shall receive his straight-time rate for the hours not in excess of eight (8) he normally would have worked on his regularly assigned shift had such holidays been full workdays. The paid holiday schedule will coincide with the Company's published holiday schedule based upon a core group of holidays and a flexible Christmas shutdown period providing a calendar year average of 12 holidays.

The paid holidays during this contract are:

<u>Basic</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
<u>New Years</u>		<u>Monday 1/3</u>	<u>Monday 1/2</u>	<u>Monday 1/1</u>
<u>Memorial Day</u>		<u>Monday 5/30</u>	<u>Monday 5/29</u>	<u>Monday 5/28</u>
<u>Independence Day</u>		<u>Monday 7/4</u> <u>Tuesday 7/5</u>	<u>Monday 7/3</u> <u>Tuesday 7/4</u>	<u>Wed 7/4</u>
<u>Labor Day</u>		<u>Monday 9/5</u>	<u>Monday 9/4</u>	<u>Monday 9/3</u>
<u>Thanksgiving</u>	<u>Thurs 11/25</u> <u>Friday 11/26</u>	<u>Thurs 11/24</u> <u>Friday 11/25</u>	<u>Thurs 11/23</u> <u>Friday 11/24</u>	-
<u>Christmas Holiday Period</u>	<u>Friday 12/24</u> <u>Monday 12/27</u> <u>Tues 12/28</u> <u>Wed 12/29</u> <u>Thur 12/30</u> <u>Friday 12/31</u>	<u>Monday 12/26</u> <u>Tues 12/27</u> <u>Wed 12/28</u> <u>Thur 12/29</u> <u>Friday 12/30</u>	<u>Monday 12/25</u> <u>Tues 12/26</u> <u>Wed 12/27</u> <u>Thurs 12/28</u> <u>Friday 12/29</u>	- - - - -

16.1 Any of the above holidays which falls on a Saturday shall be observed on the previous Friday and any which falls on a Sunday shall be observed on the following Monday.

16.2 If a holiday falls within an employee's vacation period, such employee shall be entitled to holiday pay as well as vacation pay.

16.3 Any employee who is called and reports to work during normal working hours of his regularly scheduled shift on any of the above recognized holidays and is not required to work the number of hours he normally works on his regularly assigned shift shall, nevertheless, be paid for the number of hours he would have normally worked had such holiday been a workday in addition to any holiday pay to which he may be entitled hereunder.

16.4 To be entitled to holiday pay, an employee shall report and work all of his scheduled hours on his workdays immediately preceding and following such holiday except where there is a reasonable excuse for absence, such as illness, injury, urgent personal business, or reasons considered equivalent thereto by the supervisor. Employees who are absent on any of these days will be presumed entitled to holiday pay unless the supervisor specifically disallows payment because of insufficient or unreasonable excuse, or because the employee has a poor attendance record.

16.5 Employees on leave of absence or excused absence will receive *holiday pay only*

- (i) for holidays occurring in the first fourteen (14) calendar days of such absence following their last workday and if such absence is caused by provable illness or injury.
- (ii) A laid-off employee will not receive holiday pay for holidays occurring during such interruption of his active employment unless the layoff begins on the second last regularly scheduled workday immediately preceding the holiday, in which case he shall be paid for such holiday.

16.6 The Company shall not be required to pay holiday pay to an employee for any holiday on which he has agreed to work if he fails, without being excused, to work the agreed-upon number of hours.

16.7 For the purpose of this Article, a holiday shall be deemed to commence with respect to any regularly scheduled shift, at the regular starting time of such shift after 12:01 A.M. on the holiday and shall end twenty-four (24) hours thereafter; except that, where the third shift operation is scheduled to begin at or after 11:00 P.M. on a holiday, the holiday for those employees scheduled to work shall be deemed to commence at the regular starting time of such shift after 12:01 A.M.

on the day preceding the holiday and shall end twenty-four (24) hours thereafter.

ARTICLE XVII - DEATH IN IMMEDIATE FAMILY

17.0 Except as stated hereinafter in this Article XVII, an employee shall be compensated for time lost from work at his straight-time hourly rate:

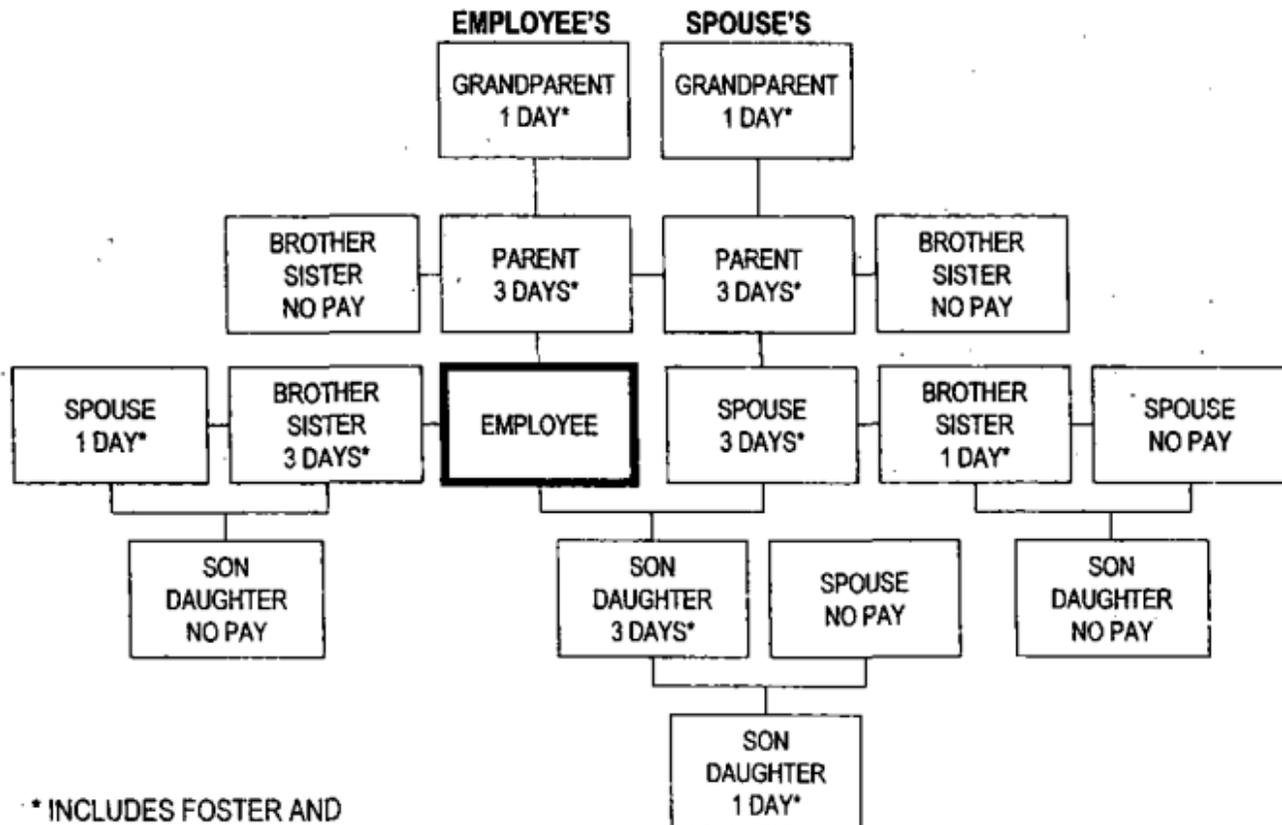
- (a) Not exceeding three (3) days' pay because of the death of his spouse or any of his children (including foster or step) or either of his parents (including foster or step) or his brothers or sisters (including foster or step) or the parents of his spouse (including foster or step). The three (3) days shall normally be limited to three (3) successive days, including the day of the funeral. The time off with pay may be taken at a later date to conduct business immediately associated with the death if the employee offers evidence satisfactory to the Company to support the need for absence. Pay shall be granted only for those days of absence which fall within the employee's regular work schedule.

- (b) Not exceeding one (1) day's pay because of the death of a member of his immediate family in one of the following relationships by blood or marriage (including foster or step):

Brothers-in-law or sisters-in-law, grandparents and grandchildren. The day off shall normally be limited to the day of the funeral. Pay shall be granted for this day only if it falls within the employee's regular work schedule.

17.1 The verification of death and relationship shall be made to the satisfaction of the Company.

Chart of Relationship – Death in Immediate Family



* INCLUDES FOSTER AND
STEP RELATIONSHIP

17.2 Such days shall be considered days worked for the computation of weekly overtime.

17.3 No claim under this Article XVII shall be allowed unless submitted within seven (7) calendar days after the employee's return to work from the absence caused by the death of a member of his immediate family as specified in this Article.

17.4 The Standard Personnel Policies and Procedures Chart entitled "Chart of Relationship - Death in Immediate Family" is attached to this Agreement as an exhibit.

ARTICLE XVIII - VACATIONS

18.0 During the term of this agreement, any newly hired employees will not be subject to sick leave or vacation provisions of this contract but will be subject to the company's Paid Time Off policy (PTO) in effect as of October 2nd 2004. An employee who is in the active employ of the Company (that is, either working, on vacation or on an excused absence of not more than two (2) weeks) as of the last day of the vacation year in which this Agreement is in effect, and who on that date has met the following conditions, shall be entitled, except as otherwise provided herein, to a vacation with pay for that vacation year in accordance with the following schedule:

**Seniority as of End of
Prior Vacation Year**

**Vacation Entitlement for
Present Vacation Year**

Less than 5 years
prior

1 day for each month worked in
vacation year to a maximum of 10 days

5 years but less than
prior 12 years

1.5 days for each month worked in
vacation year to a maximum of 15 days

12 years but less than prior 22 years	2 days for each month worked in vacation year to a maximum of 20 days
22 years or more prior	2.5 days for each month worked in vacation year to a maximum of 25 days

For purposes of this Article:

- (a) "Vacation Year" shall mean a period of twelve (12) consecutive months commencing on August 1 and continuing to the next July 31.
- (b) "Earned Vacation" shall mean that entitlement earned in a vacation year which remains to an employee's credit after July 31.
- (c) "Accrued Vacation" shall mean that entitlement accruing to an employee's credit during the current vacation year.
- (d) An employee who terminates before completing his probationary period shall be ineligible for any vacation pay. An employee who terminates for any reason following completion of his probationary period shall be entitled to vacation pay as specified in the above schedule accrued to the date of termination.
- (e) It is intended that vacations be taken during the vacation year. However, requests for vacation time, which has been accrued, will be considered beginning on June 1 of each year. Should an employee not use all of his entitlement by the end of the vacation year then, up to forty (40) hours of his entitlement may be carried over to be used during the next vacation year as business situations warrant. In this event, payment for the deferred vacation entitlement will be made at the time the vacation is actually taken.

- (f) An hourly-rated employee's vacation pay with respect to a vacation year shall be computed on the basis of his straight-time hourly rate in effect during the second last payroll period prior to June 1st. Vacation taken after June 1st shall be computed at the straight-time hourly rate in effect at the time the deferred vacation is actually taken (including any automatic increases due during that vacation period and providing such rate is not less than it was as of the second last payroll period prior to June 1st.

18.1 An employee who at the start of the vacation year is laid off (and not on the active payroll) shall receive in lieu of vacation, accrued vacation pay in accordance with Section 18.0. His vacation pay shall be computed at his regular straight-time rate in effect upon the day on which his layoff commenced. If reinstated during the current vacation year, an employee returning from layoff who has already received vacation pay may request vacation time off without additional pay, and such requests will be considered in line with business efficiency.

Employees who at the start of the Vacation Shutdown are on Leave of Absence shall be treated as follows:

- (a) If it is determined that the leave of absence will expire during the Vacation Year, any accrued vacation pay will be deferred and paid at the time the vacation is actually taken. A list of such employees will be given to the Union for purposes of consultation.
- (b) If it is determined that the leave of absence will continue throughout the entire Vacation Year, the employee shall receive in lieu of the vacation accrued vacation pay in accordance with Section 18.0. His vacation pay shall be computed at his regular straight-time rate in effect upon the day on which the leave of absence commenced. Such payment will be made prior to September 1 of that year.

18.2 Employees who return from military leave of absence during the vacation year shall receive such vacation credit as is required by the provisions of the Selective Service Act of 1940, the Selective Service Act of 1948, the Universal Military Training Act of 1950 or such other Federal or State laws as shall be applicable.

18.3 Employees released to the Armed Forces and on military leave of absence, other than those serving an annual training period, shall receive such vacation pay at the time such leave of absence begins and other employees on leave of absence shall receive such vacation pay as soon as reasonably possible after the start of the annual vacation year. An employee returning from an industrial leave of absence who has already received vacation pay may request vacation time off without additional pay, and such requests will not be unreasonably denied.

18.4 (a) In computing the number of months on the active payroll for purposes of this Article XVIII, any month in the vacation year during which he was on the active payroll, on excused absence, or on the first two (2) weeks of a leave of absence, for the scheduled work days occurring in sixteen (16) calendar days shall be considered as a full month's work.

- (b) Employees laid off and not on the active payroll shall receive such vacation pay on or about the tenth (10th) day following the vacation year or if requested, anytime during the vacation year.

18.5 Employees who retire on or after January 1 under the retirement provisions of the Pension Plan for Hourly Employees shall be entitled to receive accrued and earned vacation pay according to Section 18.0, which vacation pay shall be paid them as soon as practicable after their retirement.

18.6 The legal beneficiary of an employee who dies during the

vacation year shall be paid the employee's accrued and earned vacation pay in accordance with Section 18.0.

18.7 The vacation of each employee shall be taken during the period commencing June 1 with the vacation year and ending the following June 1 at the discretion of the Company.

18.8 With respect to the first two (2) weeks of an employee's vacation, and in particular with respect to any vacation in excess of two (2) weeks, the Company may, with the consent of the employee and the Union, which consent shall not be unreasonably withheld, pay to such employee the amount of vacation pay to which he is thereto entitled without granting him a vacation. In either instance, the Company shall make such payment in addition to his regular pay for hours worked, prior to June 1 in the vacation period when the employee would have been entitled to take a vacation.

18.9 All vacations shall be taken, except as otherwise herein provided, on consecutive days, unless the Company and the employee, with the consent of the Union, which consent shall not be unreasonably withheld, mutually agree on a different division of the vacation time. If a paid holiday falls in a vacation period, the Company may at its option extend the vacation by one (1) day. If an employee is required by the Company to return from his vacation prior to its expiration date, he shall be reimbursed for all necessary out-of-pocket expenses in connection with such recall and shall, subject to Section 18.4 above, be permitted to take the unexpired portion of his vacation prior to June 1 of that vacation period.

18.10 The rights to future vacation pay of a rehired employee shall be measured solely by his service after the date of his latest rehire.

18.11 Employees whose regular schedule (exclusive of overtime) consists of less than thirty (30) hours per week shall receive vacation pay on the following basis:

$$\frac{\text{(No. hours in regular weekly schedule)}}{40} \times \text{(Appropriate pay specified in Section 18.0)} = \text{Vacation Pay}$$

Employees newly hired or voluntarily transferred after January 6, 1967 to regular work schedules of less than forty (40) hours (exclusive of overtime) shall have their vacation pay computed on the basis of the foregoing formula. The term "newly hired" as it appears in this Section does not include employees who are rehired or reinstated and who in their previous term of employment had their vacation pay computed on the basis of forty (40) hours.

ARTICLE XIX - SICK LEAVE

19.0 During the term of this agreement, any newly hired employees will not be subject to sick leave or vacation provisions of this contract but will be subject to the company's Paid Time Off program (PTO) in effect as of October 2, 2004. Upon completion of the probationary period, employees shall be eligible for paid sick leave in accordance with the following:

- (a) The Sick Leave Year shall run from July 1 to June 30.
- (b) Employees with ten (10) or more years of seniority on July 1 shall be credited with nine (9) days of sick leave eligibility.
- (c) Employees who have less than ten (10) years of seniority on July 1 shall be credited with seven (7) days of sick leave eligibility. Those employees who reach ten (10) years of seniority between July 1 and June 30 shall be credited with two (2) added days of sick leave eligibility when they reach ten (10) years of seniority.

19.1 Sick leave allowance shall be paid at the employee's base rate and shall not exceed the number of hours in his regularly scheduled day up to a maximum of eight (8) hours.

19.2 Sick leave allowance shall be paid only when the employee notifies the Company in accordance with Section 28.0 of his absence because of personal illness. The Company may require proof of illness.

19.3 The sick leave year shall end on June 30. Each employee who is on the active payroll or on layoff or leave of absence at the end of the sick leave year who has not received his maximum sick leave allowance as set forth in this Article for that year shall be paid an amount equal to his unused sick leave at his base rate of pay in effect at the end of the sick leave year. An employee laid off during the sick leave year may elect to be paid his unused sick leave eligibility at the time of layoff by giving notice to the Company in which event he will be paid as soon as is practical. An employee who elects to be so paid and is subsequently recalled shall not receive further sick leave credit during that sick leave year. An employee who quits or is discharged for cause during the sick leave year shall not be entitled to any unused sick leave.

19.4 If an employee has been employed elsewhere in the Company during the sick leave year before joining or returning to this bargaining unit or has quit and been rehired during the sick leave year, his sick leave eligibility under this Agreement shall be reduced by whatever sick leave he has used elsewhere during the sick leave year.

ARTICLE XX - BULLETIN BOARDS

20.0 The Company shall place bulletin boards or make electronic displays available at appropriate locations in the plant on which the Union may post notices. The union shall sign all such notices. The

Director of Labor Relations shall approve all notices for posting except the following, which shall not require pre-approval:

- Union meeting notices
- Notices of meeting for Union Subcommittees
- Letters of intent and memoranda of understanding mutually agreed to by the Union and the Company.

In addition to the designated Union bulletin boards or electronic displays, space will be provided on departmental bulletin boards for posting of general Union information subject to the provisions of this article.

ARTICLE XXI - UNION REPRESENTATIVES

21.0 The Company recognizes the Business Manager of the Union, selected in accordance with Union rules and regulations, and the Stewards, who shall be so selected and shall be employees of the Company as representatives of the Union in the respective areas for which they are chosen.

The overall ratio of Stewards to employees shall not exceed one (1) to (65) active employees. The Union shall keep the Company informed as to the identity of the Officers and Executive Board members, Business Manager, Assistant Business Managers, Chief Stewards and Stewards and of the areas to which as Chief Stewards and Stewards they are assigned.

21.1 A Steward shall confine his Union activities to the handling of oral and written grievances referred to him by employees within the area assigned him as Steward during his regularly scheduled working hours, and one-half hour before and one-half hour after such working hours. He shall not be paid by the Company with respect to any time spent on grievances in excess of (15) fifteen hours or outside

of his regularly scheduled working hours. Should situations arise where the union feels they require a Steward to exceed (15) fifteen hours of Steward time in a given week, the parties agree to meet and discuss such requests to exceed the (15) fifteen hour limit. However the total union business time shall not exceed the contractual limits. He shall receive permission from his immediate supervisor before leaving his section and shall notify him on his return and shall, upon entering the section involved in the grievance, immediately advise the highest-ranking supervisor readily available in such section of the person who he wishes to see or the operation which he wishes to view. A Chief Steward shall be guided by these same rules of conduct in the investigation and processing of grievances and shall proceed in the investigation of any matter only when requested to do so by the Steward concerned.

21.2 The business of the International Representative and Business Manager of the Union or Assistant Business Manager is with the Company's Director of Labor Relations, but they shall be permitted, subject to governmental security regulations, to enter the plant, when necessary, upon application to the Director of Labor Relations.

ARTICLE XXII - ADJUSTMENT OF GRIEVANCES

22.0 Any difference as to the interpretation of this Agreement in its application to a particular situation, or as to whether it has been observed and performed, shall be a grievance under this Agreement and the parties shall follow the procedure for the adjustment and settlement of such grievances as outlined in the following Sections of this Article (provided that any dispute relating to work jurisdiction may be processed only through Steps 4 and 5 of the grievance procedure set forth in Section 22.1 and shall not be submitted to arbitration, unless the Company and all of the unions involved in the dispute agree in writing to submit a particular dispute to arbitration and all parties agree that the decision of the arbitration board (or arbitrator) shall be

final and binding upon the Company and all unions and employees involved).

22.1 (a) In an effort to dispose of grievance by mutual settlement:

Step 1

The employee (with or without his steward) shall promptly bring his grievance to his Foreman. If such grievance is not settled within twenty-four (24) hours, then

Step 2

It shall be reduced to writing, signed by the employee and taken up with the General Foreman or Department Head by the Chief Steward within the second twenty-four (24) hour period after it has been brought by the employee to his Foreman. The written grievance must set forth a specific statement of the grievance and the Section of the Agreement which is claimed to be violated. If such grievance is not settled within forty-eight (48) hours after being taken up with the General Foreman or Department Head, then

Step 3

It shall be taken up with the Plant Labor Relations Representative (or his delegate) and the Chief Steward (and/or the representative of the Business Manager, if designated) within twenty-four (24) hours after the expiration of the prior forty-eight (48) hour period. If such grievance is not settled within seventy-two (72) hours after being taken up under this Step 3, then

Step 4

It shall be taken up with the Segment Labor Relations representative (or his delegate) and the Assistant Business Manager within twenty-four (24) hours after the expiration of the prior

seventy-two (72) hour period. If an Assistant Business Manager is not to attend the discussion, then the office of the Business Manager shall notify the Company's 5th Step representative or his delegate in advance. If such grievance is not settled within seventy-two (72) hours after being taken up under this Step 4, then

Step 5

It shall be taken up with the Vice President of Human Resources for the Business Segment (or his delegate) and the Business Manager within seven (7) days after the expiration of the prior seventy-two (72) hour period.

- (b) The time for taking action stated above may be extended by mutual consent but all of the above steps shall be handled as expeditiously as possible with a view to promoting and maintaining complete harmony. Requests of either party for extensions of time shall not be unreasonably denied. If a party fails to receive an answer to his grievance within the time specified or extended as above, he may consider the grievance as having been denied at that step and he may proceed with it to the next step of the grievance procedure. If a party presenting a grievance shall fail to proceed therewith within the time or times hereinabove set forth or within such time or times as so extended, he shall be conclusively presumed to have abandoned such grievance unless the condition complained of is a presently continuing condition, in which case he may file a new grievance.
- (c) Notwithstanding the foregoing Steps 1 through 5, such grievances involving the discharge or suspension of an employee will be submitted in writing directly to the appropriate plant Labor Relations Representative. The Company will notify the Union seven (7) calendar days before the discharge or suspension of an employee for

inability to perform his assigned work. A grievance involving a discharge or suspension for disciplinary reasons or for inability to perform assigned work must be submitted within three (3) days (excluding Saturdays, Sundays and holidays) after the notice of suspension or discharge from the Company has been received by the Business Manager or Assistant Business Manager.

However, if such employee is absent from work at the time such notice is received, the time for submitting such grievance shall be seven (7) days (excluding Saturdays, Sundays and holidays). Such grievances shall be submitted for processing through Steps 3, 4 and 5 above. The grievance of a discharged or suspended employee must be signed by the employee affected. Such employee shall appear as a witness at the meeting at which his grievance is discussed (unless excused by mutual agreement, which agreement shall not be unreasonably withheld) or the discharge or suspension shall be considered final.

- (d) A grievance involving the layoff or recall of an employee shall be signed by the employee concerned and submitted in writing directly to the appropriate plant Labor Relations Representative. Such grievances shall be submitted for processing through Steps 3, 4 and 5 above. An employee aggrieved due to erroneous layoff or failure to be recalled under this Agreement shall, for purpose of reinstatement to which he may be entitled hereunder, have his displacement rights, if any, determined as of the date of his prompt return to work following the final disposition of his grievance or claim. He shall be entitled to such pay as he would have received had he not been so aggrieved, but not retroactive beyond a maximum of thirty (30) days before the date on which the grievance or claim was first presented in

writing. Earnings from any other source or unemployment compensation benefits shall be offset against any payment made hereunder.

22.2 Any grievance hereunder which cannot be satisfactorily disposed of by the representatives of the Company and the Union in the manner hereinabove provided may be submitted to arbitration as provided for in Section 22.4 and 22.5 by either party notifying the other verbally or in writing, within five (5) days (excluding Saturdays, Sundays holidays) after the conclusion, of Step 5 above, of its intention to submit such grievance to arbitration.

22.3 In the event the Company believes itself aggrieved in connection with this agreement or the Union believes itself aggrieved under Article VI, such grievance shall be reduced in writing and be processed through Steps 4 and 5 of the grievance procedure. If the grievance is not settled within five (5) days of the convening of the final meeting at Step 5 of the grievance procedure, the Company or the Union may submit its case to arbitration as provided in the Agreement.

22.4 The arbitration board shall be selected according to, and shall be governed by, the following procedure:

- (a) The parties have agreed to appoint a standing panel of nine (9) arbitrators:

Tim Bornstein
Richard Higgins
Frank Sander
Janet Spencer
~~James Houtly~~
Charles Ipavec
Diane Zaar Cochran
Robert M. O'Brien
Roberta Golick

The standing panel will be composed of arbitrators willing to accept the procedures provided by the Collective Bargaining Agreement.

- (b) The arbitrator shall consider the grievance submitted for arbitration, give a hearing to the persons immediately concerned and to representatives of the parties and shall make his or her decision on facts of the case. The decision shall be final and binding upon both parties and any employees involved.
- (c) Either party may, at any time, remove an arbitrator. The party removing an arbitrator shall select a replacement for the arbitrator so removed from a list of three arbitrators prepared by the other party.
- (d) Both parties may mutually agree to remove, substitute, or add any arbitrator.
- (e) Each party shall bear the expenses of preparing and presenting its own case. The costs, if any, of the arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the two parties.
- (f) Nothing herein contained shall be construed so as to authorize any arbitrator, acting under this Article XXII to alter or modify this Agreement or any of its provisions or so as to prevent the Company and the Union from settling by mutual agreement, prior to final decision, any grievance submitted to arbitration hereunder.
- (g) Awards or settlements of grievances by arbitration may or may not be retroactive as the equities of each case shall demand, except for the provisions of Section 22.1 (d), in no event shall any award be retroactive beyond the date on

which the grievances were first presented in written form as provided in this Agreement.

- (h) The panel of arbitrators appointed under (a) above shall remain in place until the expiration of the contract.

22.5 An arbitrator shall be selected for a grievance according to one of the following procedures:

- (a) The parties will first attempt to mutually agree upon an arbitrator from the panel; if unsuccessful,
- (b) The parties shall select the arbitrator with the first available date;
- (c) For each grievance, each party may skip one arbitrator;
- (d) Unless the parties mutually agree, no arbitrator shall hear two (2) grievances unless three (3) other arbitrators hear grievances between the two so heard;
- (e) In the event a necessary party, witness, attorney, or arbitrator is unavailable for the arbitration date scheduled, the grievance shall be re-scheduled for hearing with the same arbitrator at an acceptable date unless the parties mutually agree otherwise.

22.6 Any grievance as to whether the work of a particular employee is properly classified in accordance with Sections 14.1 or 14.4 hereof shall be reduced to writing, signed by the aggrieved employee and be processed through Step 3 of the grievance procedure set forth in Section 22.1 and, if not settled, then be taken up by the Standing Committee on Job Classifications and Seniority Groupings. If such grievance is not settled within thirty (30) days after being taken up by the Committee,

it shall be taken up at Step 5 of the grievance procedure. If no agreement is reached, the grievance may be submitted to arbitration. If such grievance is submitted to arbitration, the standard of proper classification shall be a comparison of the work performed against the most nearly applicable job classification description, unless any such description has been protested under Section 22.7 in which case the grievance shall abide disposition of the protest under Section 22.7.

22.7 New job classification descriptions and changes in old descriptions initiated by the Company, where there is a substantial change in job content, shall be subject to the protest of the Union for a period of fourteen (14) calendar days after an employee has been classified thereunder and is performing the work of such description, such protest to be limited to the ground that the new description as initiated, or the old description as changed, does not sufficiently describe the work performed or that the Company has failed to adhere to the standards set forth in paragraph IIA of the General Policies and Procedures #33-6001-510 dated September 11, 1995. The protest shall be in writing and processed through the Standing Committee on Job Classifications and Seniority Groupings and Step 5 of the grievance procedure. Should no agreement be reached at Step 5 of the grievance procedure, the protest shall be submitted to arbitration within seven (7) calendar days after the conclusion of the final meeting at Step 5 in accordance with Section 22.2 hereof.

22.8 The Union may request the Company to issue a revised description of a job only where a substantial change in job content has occurred. If the Company does not believe a substantial change has occurred and does not issue a revision following such a request from the Union, the Union may submit the matter to the grievance and arbitration procedure on the same terms as in Section 22.7. In the event such a matter reaches the stage of arbitration, the arbitrator's consideration shall be limited to a determination as to whether a change or changes in job content in fact occurred, and if the arbitrator

determines that such a change or changes have occurred, the effect of only that change or changes on the placement of the job in a grouping or a level shall be arbitrated in the same arbitration.

22.9 The parties may within sixty (60) calendar days of the effective date of this Agreement select a permanent arbitrator to hear and decide all grievance submitted to arbitration under this Article, in which case such arbitrator shall have only the power and authority conferred upon an arbitrator in this Article XXII.

22.10 In disciplinary cases, the following procedural rules shall apply:

- (a) No transcript shall be made of the hearing unless the parties mutually agree.
- (b) Pre-hearing briefs shall be permitted but post-hearing briefs submitted shall be submitted within two (2) weeks. Reply briefs shall be submitted within three (3) days.
- (c) The arbitrator shall issue a bench decision if he or she is willing and no party objects; otherwise, the arbitrator shall issue a written decision in two (2) weeks. In the event the arbitrator believes it impossible to issue a written decision in two (2) weeks, he or she shall issue a summary decision within two (2) weeks of the hearing or submission of final briefs and issue a final decision within thirty (3) days of the hearing or final briefs.

22.11 In non-disciplinary cases, the following procedural rules shall apply:

- (a) A transcript shall be made of the hearing at the request of either party. The requesting party shall pay the cost of the

transcript unless the other party requests a transcript, in which case the cost shall be borne equally.

- (b) Any briefs submitted shall be submitted within two (2) weeks of the receipt of transcripts or, if no transcript is made of the hearing, then within two (2) weeks of the close of the hearing. Reply briefs shall be submitted within one (1) week.
- (c) The arbitrator shall issue his or her decision within thirty (30) days of the receipt of final briefs.

22.12 By mutual agreement for any given grievance, the party with the burden of proof shall make an opening statement that will include a brief recitation of relevant facts. Witnesses, with the exception of the grievant, will be sequestered for this recitation. The other party will immediately respond with an opening statement disclosing which facts are in dispute. Facts not raised or not rebutted shall be presumed to not be in dispute. In no event will this procedure act to shift a burden of proof or production of evidence. The arbitrator shall not hear evidence, except where he or she feels it is necessary background, which is not relevant to the disputed facts.

The above procedures shall apply to all grievances originated during the term of this contract.

ARTICLE XXIII - SENIORITY, LAYOFF AND RECALL

23.0 The Company shall prepare and maintain lists of its employees according to their seniority dates as required by this Agreement, which lists shall be divided into seniority groupings of job classifications and non-related job classifications, and shall furnish initial copies thereof to the Union. The Company shall keep such lists up to date and permit the Union representatives to inspect them from time to time on request.

The Company will provide a seniority list to the Union prior to and after layoffs. The rights of employees under this Article shall be determined in accordance with their relative positions on the appropriate seniority list and the other provisions of this Article.

23.1 The job classifications referred to in this Agreement are those set forth in Schedules A and C hereto incorporated by reference and made a part hereof, and such others as may be added during the term of this Agreement in the manner provided herein. The term "seniority groupings" means the groupings of related job classifications in Schedule A.

23.2 The Business Manager and the Company Director of Labor Relations or their delegates shall study and revise the present seniority groupings during the term of this Agreement, and any regrouping which is agreeable shall be effective fourteen (14) days from the date of a notice to the Wage Section in the office of the Business Manager of the Union unless such time is changed by mutual agreement. The Company shall continue to assign new or changed job classification into seniority groupings and the Union may protest such assignments within a period of thirty (30) calendar days after such assignments have been made.

Protested assignments shall be referred to the Joint Classification and Evaluation Section Representatives above established. In the event they fail to agree, protested assignments may be submitted at Step 5 in the grievance procedure provided in Subsection 22.1(a) and processed through the remaining steps of the grievance and arbitration procedure.

23.3 Except as otherwise provided hereinafter in this Article, "seniority" in the case of a present employee is determined from the Raytheon seniority date shown opposite the name of such employee on the seniority list, and in the case of "an employee hired or rehired after

the date of this Agreement" means service in the unit from the date he/she starts to work following hire or most recent rehire.

23.4 Except as hereinafter provided in this Agreement and unless he is on leave of absence for Union business, an employee

- (a) Shall cease to have any rights based on seniority if:
 - (i) *He quits his employment, or*
 - (ii) *He is discharged for cause or released;*
- (b) Shall cease to have any rights based on seniority and shall be terminated if:
 - (i) *With seniority of less than eight (8) years he is laid off and not thereafter in the active employ of the Company in the bargaining unit for a period equivalent to (1/2) his length of service, or*
 - (ii) *With seniority of eight (8) years or more, he is laid off and not thereafter in the active employ of the Company in the bargaining unit for a period of more than four (4) consecutive years, or*
 - (iii) *The employee is on leave of absence for more than twelve (12) months, unless such leave is extended by mutual agreement of the Company and the Union, or*
 - (iv) *Upon being notified by the Company by telephone or by letter sent by certified mail to his last known address on the records of the Company to return to work, (a) he fails to notify the Company within two (2) workdays of his intention to comply or accept, (b) he fails to report*

for work within three (3) workdays after the date of his notifying the Company, or

- (v) Without proper excuse he is absent all of the days he was scheduled to work within a period of three (3) scheduled workdays commencing with the first day of such absence; but the foregoing shall not be construed as limiting the Company's right to discharge in proper cases for absenteeism. Employees are required when absent without permission to notify the Company in the manner described in Section 28.0; or
- (vi) He fails to return upon expiration of leave of absence.
- (vii) Any mathematical anomalies caused by this article will result in the employee's length of service to be rounded up to the next full day.

23.5 For all purposes under this Agreement, an employee whose seniority has ceased as above and who is rehired shall be regarded as a new employee.

23.6 Any employee who is injured while on duty shall continue to accumulate seniority during his absence due to such injury and shall be reinstated, upon recovery, in his former job classification with full seniority rights (except for training time after the first fourteen (14) calendar days), provided he is physically and mentally qualified to do the work, and provided that his job has not been abolished in the meantime or filled by an employee with greater seniority. If, by reason of the circumstances noted above, such employee cannot be reinstated in his old job classification, he will be employed in such job classification as is available to him, giving full consideration to his seniority, and for which he is qualified by reason of fitness and ability, and if the new job classification has a lower maximum wage rate, he

shall be paid the maximum rate applicable to the new job classification. Should no such job classification be available, he will be processed in accordance with the provisions of Sections 23.13 and 23.14 as though his former job classification has been abolished, but his displacement right may be exercised only to a job classification, the work of which he is physically and mentally able to perform.

23.7 Notwithstanding the other provisions of this Agreement, the Business Manager, Assistant Business Manager (if not a full-time employee of the Union), Chief Steward, Insurance Counselor and Steward shall, for purposes of layoff during his tenure of office, be considered the most senior employee in his job classification, and if there is no work available under his job classification, shall be assigned other work which he is able to perform, if such exists, as closely related to that of his present job classification as is practicable to be determined by the Company; provided that with respect to any Chief Steward this paragraph shall apply only in the area and on the work shift to which he is assigned as Chief Steward for the handling of grievances, and provided further that with respect to any Steward this paragraph shall apply only to the area and the shift on which he is assigned for the handling of grievances and as long as there are five (5) employees working in his assigned area. If an employee is reclassified as a result of the operation of this section, the appropriate wage and classification provisions of this Agreement shall apply.

Upon relinquishment of his office, each such person shall revert to the position on the seniority list to which his seniority entitles him and shall be laid off if necessary to permit the recall of an employee with greater seniority who was laid off while such person held office.

23.8 (a) A person once in the unit and transferred on or prior to November 26, 1957 by the Company out of the unit into supervision or to either the exempt or non-exempt salaried payroll and after the effective date of this Agreement

transferred because of lack of work into the unit within three (3) working days after leaving the active exempt or non-exempt payroll shall (unless his seniority shall have ceased under one of the conditions of Section 23.4) have all of his employment with the Company both in and outside the unit counted in determining his seniority, but he shall be laid off if necessary to permit the recall of any employee with greater seniority who was laid off while such person was employed outside the unit; or if the transfer within the required three (3) days was for any reason other than for a lack of work he shall have only his employment acquired within the unit counted in determining his seniority (except as seniority applies to vacation and holiday benefits), but he shall be laid off if necessary to permit the recall of an employee with greater seniority who was laid off while such employee was outside the unit; or

- (b) A person once in the unit and transferred after November 26, 1957 and before September 1, 1971 by the Company out of the unit and after the effective date of this Agreement transferred into the unit within three (3) working days as specified above for any reason shall have only his employment acquired within the unit counted in determining his seniority (except as seniority applies to vacation and holiday benefits), but he shall be laid off if necessary to permit the recall of an employee with greater seniority who was laid off while such person was employed outside the unit. Such employees as described above who are transferred into the unit after three (3) working days shall be considered as new hires for the purpose of seniority under Article XIV, Sections 14.5, 14.6 and 14.7 and Article XXIII, Sections 23.14(i) and (m).
- (c) A person once in the unit and transferred after September 1, 1971 and prior to September 1, 1981 by the Company out of

the unit shall cease to have any rights based on seniority two years after the date on which he leaves the unit. If, during the first two years, he is transferred into the unit, he shall be subject to all of the provisions of paragraph (b) above.

- (d) A person once in the unit and transferred after September 1, 1981 by the Company out of the unit shall cease to have any rights based on seniority six months after the date after he leaves the unit. If during the first six-month period he is transferred into the unit, he shall have all of his employment with the Company, both in and outside the unit, count in determining his seniority.
- (e) A person once in the unit and transferred after August 29, 1998 by the Company out of the unit shall cease to have any rights based on seniority.
- (f) The Company agrees that when it transfers an employee back into the unit with layoff rights based on previous seniority, the transfer will be the first job possibility available in the following steps in order:
 - (i) To an appropriate open requisition in the same location but in a department other than the one from which he is being transferred and other than the one in which he was last assigned when in the unit.
 - (ii) To an appropriate open requisition anywhere in the same location.
 - (iii) To the title, shift and department in which he was last assigned when in the unit.
- (g) "Lack of work" as defined in this Section shall mean a

reduction in the number of supervisory employees or employees on the exempt or non-exempt payrolls in a department.

- (h) Any transfers under this Article of the Agreement will be preceded by notice to the cognizant Chief Steward.

23.9 Service at any time with the Company in the job classifications (occupational titles) Experimental and Developmental Machinist A, B and C; Tool Maker A, B and C; Die Maker A, B and C; Tool Grinder A, B and C; Machinist A, B and C; Maintenance Machinists and all job classifications (occupational titles) for apprentices to such job classifications; Guards, Truck Driver, Auto Mechanic A and Auto Mechanic B shall not be counted in determining an employee's seniority under this Agreement except as seniority applies to vacation and holiday benefits and except as provided in Section 23.8(d) above.

23.10 (a) *If an employee enters into any branch of the Armed Forces, he shall continue to accumulate seniority with the Company during his absence to the extent provided by the Selective Service Act of 1940, the Selective Service Act of 1948, the Universal Military Training Act of 1950 or such other State or Federal Act as shall be applicable to him, and shall be entitled to exercise such seniority rights upon release from service, provided that he shall apply and qualify for re-employment by the Company in accordance with the terms of the applicable Act.*

- (b) An employee who enters the Peace Corps of the United States shall have the same rights and obligations as those who enter the Armed Services except that a Peace Corps leave of absence with full retention of seniority rights shall not exceed two years.

23.11 An employee laid off and not in the active employ of the Company shall accumulate seniority only during his recall period.

23.12 For purposes of this Agreement, the term "layoff" means a reduction in the number of employees in a given job classification on a shift in a department due to a lack of work in such job classification. In the event of a layoff, the displacement rights of employees affected are those set forth in Section 23.14 of this Agreement. It is agreed that the following situations, without limitation by the mention thereof, shall not constitute layoffs and accordingly shall not be governed by the layoff provisions of this Article:

- (a) A change in the place of performance of the work from one area to another; provided that where the change involves a move from a plant in one of the following itemized municipalities or groups of municipalities to another: (i) Waltham; (ii) Bedford/Woburn; (iii) R.F. Components Andover; (iv) Tewksbury; (v) Sudbury/Marlboro; (vi) Andover; (vii) Burlington; (viii) Franklin; then an employee involved who does not accept the opportunity to move to the new area with the work shall have no displacement rights at the time of such change, but shall cease active employment and shall have the right according to his seniority to be recalled thereafter to his same job classification in the last area in which he worked.
- (b) A change whereby work performed on one shift is to be performed on a different shift in which case the change will, where practicable, be on a voluntary basis or, if necessary, the least senior employee shall be so assigned. The Company shall, whenever practicable, notify the appropriate Chief Steward in advance when

such least senior employee is so assigned. If such least senior employee does not accept the opportunity to move to the new shift he shall have no displacement rights at the time of such change, but shall cease active employment and shall have the right according to his seniority to be recalled thereafter to his same job classification on the same shift on which he worked.

- (c) A change in the number of employees in a given job classification on a shift in a department due to the upgrading of one or more employees.

23.13

(a) The primary factors in layoff are the employee's seniority and his demonstrated ability and qualifications. It is the intention of the layoff procedure to offer continued employment in his job classification to the employee with greater seniority who has the ability to perform work which the Company needs in his job classification. For purposes of displacing less senior employees, there is a presumption (except as to security clearance) in favor of the employee's ability to perform the work of his job classification and of other job classifications in his seniority grouping, by virtue of his classification therein, except such job classification from which he has been removed by reason of inability to perform the work. In any situation where an employee has been released from a job classification for inability, it is intended that he shall not thereafter on layoff be allowed to use his previous experience in that job classification to displace other employees in that job classification. Where job classifications are related in a single seniority grouping, the procedure is designed to give the employee whose seniority is insufficient to insure him employment in his current job classification an employment opportunity in closely related work. In addition and independent of the employee's current

job classification or seniority grouping, it is also designed to recognize his service of prescribed duration in certain other job classifications. Each case shall be governed specifically by the procedure set forth in Section 23.14.

- (b) An employee accepting an upgrading in the same seniority grouping or schedule may, with the approval of the plant Labor Relations office, be returned to his former job classification within forty-five (45) days without recourse to other provisions of this Agreement.
- (c) An employee accepting an opening in or voluntarily transferring to a different job grouping in a lower job level will be required to serve a forty-five (45) day trial period and may be returned to his former job classification and status during such trial period without recourse to other provisions of this Agreement. The employee shall not be considered for upgrading or promotion and, if laid off, shall have the right to be recalled only to the job classification in which he had been most recently classified and in which he had served forty-five (45) days or, if there is no such title, then to his most recent job classification. The Company agrees to give employees requesting opportunities to fill such vacancies preferential consideration over prospective new hires. During this trial period, the employee will be credited with Company seniority for purposes of layoff only.
- (d) An employee accepting an upgrading or lateral transfer in a different seniority grouping or schedule will be required to serve a ninety (90) day trial period and may be returned to his former job classification, plant and shift without recourse to other provisions of this agreement. During the trial period, the employee will be credited only with time spent in the new job classification; in the event of layoff, he

shall be returned to his former job classification, plant and shift, unless there is a probationary employee in his new job classification on his shift and either in his plant or in the plant to which he is being returned. In such event, he shall have the right to displace the probationary employee.

- (e) During a trial period, an employee may be returned due to ability, proficiency, or work record. Time spent in a trial period is cumulative with time spent in any other trial period in the same job classification except: (i) employees reentering a job classification in which they have previously served a partial trial period must complete a minimum of thirty (30) days in the classification or the balance of the trial period, whichever is greater; (ii) employees returned due to ability, proficiency, or work record will not have their time spent in the trial period accumulated with any other time.
- (f) At the time of his layoff, an employee must specify on a form supplied to him those locations and shifts, and job levels (current level or higher) to which he is available for recall purposes. If an employee elects to restrict recall in this manner and refuses such recall he will then lose all recall to that job level and below. An employee may also restrict himself from the Facilities C level. This form will determine those aspects of his recall rights. If no such form is completed, his recall will be limited to the shift and department from which initially displaced. A previously submitted recall form may only be changed by submitting personally or by certified mail a new form which will be effective three (3) working days after receipt of same in Central Records. The most recently dated form submitted will be the only effective one.
- (g) If an employee cannot, in the opinion of the Company,

physically perform the work of the job classification into which he has or is about to exercise his displacement rights, he shall omit this bump (whether or not he has actually spent time on this job) and exercise what would be his subsequent displacement rights into another job which he can physically perform. Any actions taken under this Section shall become effective only after agreement between the Director of Labor Relations of the Company and the Business Manager of the Union, or their designees.

- (h) Notwithstanding the provisions of Article 23.12, any employee who does not satisfy customer requirements for *certification due to physical inability shall be laid off and processed in accordance with the layoff procedure, but he shall only be allowed to displace or be recalled into those job classifications for which he can physically qualify.*

23.14 When a layoff occurs, it shall be governed by the following rules and procedures:

- (a) In the event of a layoff, an employee may displace only an employee with less seniority, classified in a job classification with a maximum rate no higher than his own (except that an *employee exercising rights under any provable experience step of the layoff procedure shall have the right to displace an employee with less seniority in a higher maximum rate than his own*) and performing work which the displacing employee is able to perform. When duplicate seniority dates occur, priority shall be determined from the lowest last four (4) digits, in series, of the employee's Social Security number except that employees with duplicate seniority dates shall be recalled in order so that the employee longest in a layoff status shall be recalled first.

(b) Obsoleted. Refer to Article XXIII, Sections 23.13(d) and (e).

(c) The steps in layoff are arranged by Schedule and are to be applied in numerical order to the first point at which an employee can displace another employee. If he refuses to exercise his displacement right at that point, he may accept separation from active employment with the right to be recalled in accordance with other Sections of this Article XXIII, provided that he will be recalled only to fill a job classification on a Company shift in one of the municipalities or groups of municipalities itemized in Subsection 23.12(a) and from which he was laid off, unless he notifies the Personnel Department by certified letter that he desires to be considered for vacancies on other Company shifts in other municipalities or groups of municipalities (as itemized in said Subsection 23.12(a) to which he has recall rights).

(d) Temporary layoffs of not more than two (2) calendar weeks shall not be subject to this procedure. Temporary layoffs, to the extent practicable, shall be divided equitably among the employees in the classification and department affected. An employee may not be subjected to more than one two-week temporary layoff in a calendar year until after all others in the same classification and department have been on the same number of temporary layoffs as he, except in the case of volunteers. The Company agrees to maintain a record by departments of the number of times each employee is subjected to such temporary layoffs and to permit the appropriate Union Steward to examine such record upon request. When in the Company's opinion it is practicable to assign temporarily the most senior employees affected by such a temporary layoff to other available work which they are capable of performing, the Company agrees to make such assignments. Each layoff arising out of a cancellation of a Government contract or a cancellation of a subcontract

or purchase order under a Government contract may, for one (1) week, be considered a temporary layoff, during which time the Company and the Union shall consult as to the application of this Article.

(e) For the purposes of this Section 23.14, the word "location" is defined to mean any one of the following:

(i) All the presently existing Raytheon plants in Bedford, Woburn, Andover, Tewksbury and R.F. Components Andover, Massachusetts, or

(ii) All the presently existing Raytheon plants in Sudbury/ Marlboro, Massachusetts, or

(iii) All the presently existing Raytheon plants in Burlington, Massachusetts, or

(iv) All the presently existing Raytheon plants in Franklin, Massachusetts, or

(v) All the presently existing Raytheon plants in Waltham, and all other cities and towns in Massachusetts (except Bedford, Woburn, Franklin, Andover, R.F. Components, Tewksbury, Burlington, Sudbury, and Marlboro where Raytheon plants are situated.

(f) Whenever a layoff affects an employee who is on excused absence or leave of absence, his seniority rights (except for time in a trial period after the first fourteen calendar days) will not be processed until he returns to work. If, at that time, such employee has no displacement rights or refuses

his displacement rights, his recall period shall begin as of the date of the original layoff.

- (g) In applying Subsection (i) below, when an employee on a regularly scheduled forty (40) hour shift (not including scheduled overtime) is laid off, he shall exhaust his displacement rights against other employees on regularly scheduled forty (40) hour shifts (not including scheduled overtime) before exercising displacement rights against other employees on regularly scheduled shifts of less than forty (40) hours (not including scheduled overtime). When an employee on a regularly scheduled shift of less than thirty-five (35) hours (not including scheduled overtime) is laid off, he shall exhaust his displacement rights against other employees on all shifts of less than thirty-five (35) hours before exercising displacement rights against other employees on regularly scheduled shifts of thirty-five (35) hours or more (not including scheduled overtime).
- (h) In the case of initial layoffs, the Company shall, if practicable, give the Chief Steward not less than three (3) days' notice in writing of the names and job classifications of employees initially to be affected by the layoff in the department where the layoff is to begin and at the same time shall verbally notify the employees, provided said employees are at work at the time.
- (i) The following steps shall be followed when a layoff occurs in a job classification in Schedule A:

Step 1

An employee in the job classification on the shift and in the department affected by the layoff may displace in the order

of his seniority: (i) the least senior employee having the same code number in the job classification on his shift in his plant in his location or, if there is none, then (ii) the least senior employee in the job classification, on his shift in his location or, if there is none, then (iii) the least senior employee in the job classification in his location, regardless of shift or, if there is none, then (iv) the least senior employee in his job classification on his shift, regardless of location or, if there is none, then (v) the least senior employee in his job classification, regardless of location and shift.

Step 2

An employee may displace in order of his seniority the least senior employee in a job classification in his seniority grouping in the next lower job level in which there is an employee with less seniority than he (i) in his department on his shift in his plant in his location or, if there is none, then (ii) the least senior employee in his plant on his shift in his location or, if there is none, then (iii) the least senior employee in his location on his shift or, if there is none, then (iv) the least senior employee in his plant in his location regardless of shift or, if there is none, (v) the least senior employee in his location regardless of shift, or if there is none, then (vi) the least senior employee on his shift regardless of plant or location or, if there is none, then (vii) the least senior employee regardless of shift, plant or location.

COMBINED LEVEL C JOB CLASSIFICATIONS LAYOFF PROCEDURE

In the event there is no least senior employee available to be displaced in the level C job classification in his seniority grouping after the application of Step 1 or Step 2 of this procedure, employees may

displace in order of their seniority, the least senior employee in the Combined Level C job classifications in which there is an employee with less seniority than he. The following steps shall be followed, (i) the least senior employee in his plant, in his location, on his shift, or if there is none, then (ii) the least senior employee in his location, on his shift or, if there is none, then (iii) the least senior employee in his plant, in his location, regardless of shift or, if there is none, then (iv) the least senior employee in his location, regardless of shift or, or if there is none, then (v) the least senior employee on his shift, regardless of plant or location or, if there is none, then (vi) the least senior employee regardless of plant, location or shift.

Step 3

An employee who has had provable Company experience in one or more job classifications in Schedule A or Schedule C not in his seniority grouping may displace an employee with less seniority in the most recent highest level job classification in which there is an employee with less seniority and for which the employee has satisfied the trial period for said job classification. In those cases where an employee has had previous Company experience in the same job level of both Schedule A and Schedule C, his displacement rights shall be in Schedule A.

- (j) The following steps shall be followed when a layoff occurs in a job classification in Schedule C:

Step 1

An employee in the job classification on the shift and in the department affected by the layoff may displace in the order of his seniority:

- (i) The least senior employee in the job classification on his shift, in his plant, in his location or, if there is none, then
- (ii) The least senior employee in the job classification on his shift, in his location or, if there is none, then
- (iii) The least senior employee in his job classification in his location, regardless of shift or, if there is none, then
- (iv) The least senior employee in his job classification on his shift regardless of location, then
- (v) The least senior employee in his job classification regardless of location and shift.

Step 2

An employee who has had provable Company experience in Schedule C may displace the least senior employee in the highest level job classification in Schedule C other than his own for which the employee has satisfied the trial period requirements.

Step 3

An employee who has had provable Company experience in Schedule A may displace the least senior employee in the highest level job classification in Schedule A for which the employee has satisfied the trial period requirements. After the application above, employees who have had provable company experience in one or more classifications in Schedule A or who have satisfied the certification requirements for one or more job classifications in Schedule

A may, in the event there is no least senior employee available to be displaced in their former Schedule A job be allowed to displace the least senior employee in the combined C level classifications in Schedule A when there is an employee with less seniority than he. **THE COMBINED LEVEL C JOB CLASSIFICATIONS LAYOFF PROCEDURE** shall be followed.

- (k) Notwithstanding the other provisions of this Agreement, the Company may, after consultation with and consent of the Chief Steward; which consent shall not be unreasonably withheld, retain displaced employees who may be junior to other employees on recall for a period not to exceed two weeks.

- (l) Any employee may elect on a form provided by the Company an option to restrict his normal displacement rights to (i) his choice of shift(s) and/or (ii) by selecting a plant preference to one or more of the following itemized municipalities. Displacement shall be in order of: (a) First, if elected, in his plant then: (b) in his elected plant(s) in his location, then: (c) in his elected plant(s) regardless of location. Also an employee may elect the option under step 2 of Article 23.14, subsection (I), to be processed under provable company experience of step 3 of the layoff procedures when it would result in displacement to a higher job level than the immediately preceding layoff step. Such election(s) shall be effective (30) thirty days after receipt in Central Records Office except where
 - (i) If an employee moves to a new plant, or shift for any reason

- (ii) If an employee reinstates from inactive to active payroll; leave of absence; layoff status or discharge status.
- (iii) If an employee is a new hire and has just completed his ninety (90) day probationary period.

An employee covered by one of the above exceptions may submit a new option form within five (5) workdays after returning to the active payroll, or at any time between the effective date of his change of status and five (5) days after he reports to his new plant or location or upon completion of his probationary period. Such option form will then become effective seven (7) days after receipt in the Central Records office.

- (m) In the event of a layoff, in a department, in a classification, a senior employee in that classification, may volunteer to replace the employee affected in the initial layoff. Employees may elect their status as volunteers or may cancel their volunteer status by submitting a form to the Labor Relations office, which will take effect after (7) seven calendar days. The volunteer employee will be entitled to all contractual rights as if they had been involved in the initial layoff, with the exception of recall rights. The Company agrees to consider on an ad hoc basis, the interests of senior employees who have volunteered outside the department and or classification in question, when such interests are conducive to the efficient operations of its business.

- 23.15 (a) In the event of an increase in the number of employees in a job classification, employees in layoff status from the same seniority grouping and job level shall be given the first opportunity to return thereto in the order of their

seniority (except as may be otherwise provided in this Agreement). Furthermore, an employee shall be recalled to the next available opening in the grouping provided that the employee's highest achieved job level in the seniority grouping is not exceeded. If such employee refuses recall to his grouping, his recall rights shall be limited to the job level and grouping from which he was laid off. An employee laid off and in active employment may be held in the job classification occupied in layoff if, in the reasonable opinion of the Company, the efficient operation of the department would be seriously impaired by his re-transfer and he will be paid the rate of pay to which he would have been entitled had he been returned to his former job classification. An employee may, at the time of layoff, restrict his recall rights to the job classification and code number from which he was laid off. Such restriction shall not be effective until seven (7) days after it has been submitted to the local Personnel Department. A previously submitted restriction form may be changed by submitting, personally or by certified mail, a new form which will be effective three (3) working days after receipt of same in Central Records. In the event an employee has insufficient seniority to exercise displacement rights to the most recent former code in the highest rated job classification as provided in Section 23.14(i), Step 3, such employee shall be given the first opportunity to return thereto, and to other job classification(s) to which the employee had insufficient seniority with which to exercise displacement rights under Section 23.14(i), Step 3, in the order of seniority in the event of an increase in such job classification. An employee aggrieved due to a failure to be recalled to a provable Company classification shall be entitled to the use of the grievance procedure provided his grievance is filed within sixty (60) days of the filling of the vacancy.

- (b) When an employee is notified of his opportunity to return to a job classification to which he has recall rights and there is a delay in his reporting caused by an action of the Company, he shall be paid the rate of pay to which he would have been entitled had he been returned to such job classification on the day following notification. However, where the delay in reporting is not caused by any act or omission on the part of the Company, it shall not be held liable. Where the Company gives notice or recall on the same day to more than one employee in the same job classification, it shall have discharged its obligation under this Section 23.15 regardless of the order in or date on which each individual employee reports for work.
- (c) After an employee has moved from one plant to another 20 miles or more away due to operations of the layoff procedure, he may file an application on a form provided by the Company for transfer back to the same job classification and plant from which laid off. In the event of an increase in the number of employees in such job classification and plant, such employee where practicable shall have preference to new hires or employees on recall to the job classification with less seniority than the requesting employee. Such employee shall also have preference over those employees with less seniority who have filed transfer requests under paragraph (e) below. It is the intent of the Company to fill vacancies created by twenty mile transfers unless such backfill would cause the department to have a reduction in that classification.
- (d) The Company may temporarily assign employees to perform work of another job classification or of their classification in a different department for any reason for up to three (3)

calendar weeks regardless of the presence of a recall list for that job classification or upgrade applications for that job classification. The Company will, as soon as is practicable notify the Chief Steward of any such assignments and their expected length. In the event the Company needs to extend the temporary assignment past the original expected period but still within the 3 week contractual limit, The company shall notify the Chief Steward. The assignment may be extended up to eight (8) weeks by mutual agreement of the Business Manager for the Union and the Director of Labor Relations for the Company. If an employee is temporarily assigned to a lower rated job classification, he will be paid at the rate he was receiving at the time of the temporary transfer. *Such assignments will include interplant work assignments.* Any employee who is on recall and who would have been recalled had not the provisions of this Section been invoked shall start a new recall period as if he had been recalled and subsequently laid off.

- (e) In the event of an increase in the number of employees in a job classification in a department, an employee in the department who has completed one hundred twenty (120) calendar days in his job classification and who requests in writing on a form provided by the Company a lateral transfer to a different shift in his job classification shall, where practicable, have preference to new hires or employees on recall to the job classification with less seniority than the requesting employee.

23.16 (a) Any employee who, as a result of layoff, exercises his displacement rights and is classified in a job classification in the same or lower job levels as held prior to layoff shall have recall rights to the job classifications held prior to layoff.

- (b) An employee who at the time of recall is classified into a job classification in a job level higher than that held at the time of layoff shall have no recall rights to the lower classification.
- (c) An employee on recall status to any C level job title shall be treated as having recall to any C level job title in Schedule A.

23.17 An employee laid off from a job classification into which he had been reclassified as described in Subsection 23.13(d) shall have the following recall rights:

- (a) If he is laid off from his new job classification after completing the trial period, he shall be credited with full Company seniority in his new job classification and shall have the corresponding right to be recalled thereto; or
- (b) If he is laid off from his new job classification before completing the trial period, he shall have the right to be recalled only to the job classification from which he had been most recently reclassified and in which he had completed the trial period.

23.18 When a laid off employee is recalled to the same or a higher labor grade in the occupational grouping or job classification from which he was severed, he shall be notified of the fact and, in the case of an employee not on the active payroll, by telephone, by certified mail sent to his last known address, and the Chief Steward shall be notified. If such employee notifies the Company within two (2) days (excluding Saturdays, Sundays and holidays) after the sending of the notice of his

intention to comply or accept, the job shall be held open until he can report for duty, but no longer than three (3) days (excluding Saturdays, Sundays and holidays) after the date of his reply. If no such reply is received by the Company within two (2) days (excluding Saturdays, Sundays and holidays) after the sending of the notice or if he fails to report for duty within the three (3) day period stated above, then the Company may proceed to fill the vacancy and the employee's name shall be stricken from the seniority list. If the employee notifies the Company within the time limits defined above of his desire but inability to return to work because of illness or injury, the vacancy shall be otherwise filled by the Company but the employee's name shall not be removed from the recall list in that particular instance because of his failure to give the appropriate notice or to report to work as stipulated in the preceding sentence, provided he substantiates his illness or injury to the satisfaction of the Company's Medical Department on a medical certificate furnished by the Company. If such employee requests reinstatement to the active payroll immediately upon his recovery from such illness or injury, his rights shall be limited to replacing a probationary employee in his job classification or, if there is no such probationary employee, being recalled to the first opening which thereafter occurs in his job classification and to which his seniority entitles him. Nothing in this paragraph shall be construed to extend the recall period to which any employee was entitled at the time of layoff.

23.19 Pay Continuance

- a) Eligibility: An employee will be eligible for the benefits contained in this section if the employee:
 - 1. is laid off;
 - 2. has exhausted all bumping rights subject to any voluntary restrictions;

An employee will not be eligible for the benefits contained in this section if:

1. on a disciplinary suspension;
2. the lack of work if caused by events beyond the Company's control, such as power failure, act of God, or any work stoppage whether or not sanctioned by the Union;
3. the employee has, during the term of the collective bargaining agreement, already received the maximum pay continuance as set forth below.

(b) Pay Continuance Duration

1. Duration of Pay Continuance: Maximum duration pay continuance is based upon length of service, as follows:

Length of Service		Maximum Duration of
At Least	Less Than	Pay Continuance
-	5 years	4 work weeks
5 years	10 years	6 work weeks
10 years	15 years	8 work weeks
15 years	20 years	10 work weeks
20 years or more		12 work weeks

2. Calculation of Entitlement: Entitlement is based on the number of full years completed, or partial years of service in excess of 1,000 hours within a calendar year, at the time the employee is placed on pay continuance. The occurrence of the anniversary of the employee's service date during a period of salary continuance does not lengthen the entitlement. The pay continuance benefit maximum is per each period of the collective bargaining agreement. Employees who are on pay continuance during a period which overlaps the end of one collective bargaining agreement and the beginning of a successor agreement shall be entitled to an

additional pay continuance maximum benefit once the employee has been recalled to active employment and continues to be employees for not less than sixty (60) calendar days.

3. Holidays During Pay Continuance: Holidays occurring during a period of pay continuance are not to be used to extend the period.
4. Vacation Entitlement: Vacation entitlement is paid is a lump sum at the completion of the period of pay continuance and is based on an employee's last day worked.
5. Computation of Continuance Pay: Employees will be paid on the basis of the number of hours regularly scheduled up to a maximum of 40 hours per week. Rate of pay will be the employee's regular weekly base straight time hourly rate in effect as of the last day worked plus any applicable premiums.
6. Payment of Pay Continuance: The pay continuance period begins of the first working day following the last day actually worked. However, if this day is a paid holiday, the employee receives the paid holiday and the pay continuance begins on the next working day.
7. Benefits: The Company agrees to continue medical and dental benefits during the pay continuance period at the same contribution rate as active employees. During the term of this collective bargaining agreement, the Company agrees to provide an additional 90 days of

medical and dental benefits thereafter at no cost to the employee. Employees who have exhausted their maximum pay continuance and benefits, as set forth above during a previous lay off during the term of the collective bargaining agreement, shall be entitled to 30 days medical and dental benefits for each subsequent lay off period.

ARTICLE XXIV - STRIKE AND LOCKOUT

24.0 The Union and the Company, respectively, agree that there shall be no stoppage of work either by strike or lockout, and no intentional and concerted slowdown of work or production because of any dispute arising during the life of this Agreement or under the terms of this Agreement or any proposed modifications or amendments thereof; provided, however, that this Article XXIV shall not be binding upon one party if the other shall have failed or refused to comply with the grievance procedure hereunder or any decision or award of the arbitrators made there under. In the event of any action contrary to the above by any employees hereunder which is unauthorized by the Union, such action shall not be a violation of this Agreement and there shall be no liability therefore on the part of the Union or any of its officers or agents, as such, if, in the event of such unauthorized action:

- (a) The Union shall immediately declare publicly that such action is unauthorized; and
- (b) The Union shall promptly order its members to cease such action and shall subject all such members in violation hereof to disciplinary measures, the Union to be the judge of the disciplinary measures appropriate; and

- (c) The Union shall not question the right of the Company to discipline or discharge employees for engaging in, participating in or encouraging such unauthorized action and shall agree that such discipline and discharge shall not be considered a violation of this Agreement by the Company; provided that an issue of fact as to whether or not any particular employee has engaged in, participated in or encouraged any such unauthorized action may be subject to the grievance procedure hereunder.

ARTICLE XXV - PICKET LINES

25.0 Refusal by the Union to pass a lawful picket line duly authorized by an AFL-CIO Union, at the place of business of any supplier of the Company or of any consignee of its products shall not be considered a violation of this Agreement.

ARTICLE XXVI - SAFETY, WORK CLOTHING

26.0 The Employer agrees to maintain a safe and healthful work place. The Company will focus on eliminating hazards and unsafe situations and preventing unsafe acts, as the primary way of reducing injuries and illness in the workplace; in addition, the Company will at minimum comply with all Federal, State and Local Health, Safety and Environmental laws and regulations. Raytheon management has both a legal and ethical obligation to assure our employees are aware and knowledgeable of hazards in their workplace. Supervisors must review the information on the most current safety orientation checklist with new, transferred, recalled or bumped employees when they initially report to the work area. All items must be reviewed; if a particular hazard does not apply to the department, it must be marked "N/A". This form must be signed by the employee and the Supervisor and returned to the applicable areas, Safety, Union Safety Officer and Supervisor.

- (a) The Chief Stewards or Safety Officer of the Union are authorized to bring to the attention of the appropriate Labor Relations Manager any complaints about conditions which present hazards to the safety of employees. Any such complaints, which remain in dispute, will be dealt with by utilizing the IBEW/Safety report form (10-0573)
- (b) The Safety Officer shall be the primary employee representative in the handling of complaints or inspections under the Occupational Safety and Health Act of 1970.
- (c) The Company agrees to maintain a program of safety education to develop a safety and health awareness within its employees. Future and past programs will be jointly developed and initiated by the Company and the Union. The Company and Union agree to cooperate and consult with each other in this training effort. It is the sole responsibility of the Company to administer the Safety Training Programs.
- (d) The Company will make every reasonable effort to notify the Steward of the area and Safety Officer immediately of all; incident, injuries, illness and near misses. If not available, the Company will notify the Union Office in the plant in which these occur.
- (e) The Company will supply the generic names and compositions of all substances in use in the plant. This will be in the form of MSDS sheets when requested by the Union Safety Officer. The employee agrees to give the Safety Officer the results of all environmental tests of the workplace and plant area; the employee agrees to continue to give the safety officer all accident, morbidity and mortality records it its possessions.

This record is commonly referred to as the OSHA 200 log. The Company agrees to review with the safety officer the results of all plant internal audits and OSHA inspections of the workplace and conditions. The Union also agrees to provide copies of all IBEW Safety audits performed by the Union to the Company.

- (f) The Company agree to notify the Union safety Officer in a timely manner before the introduction of any new substances, chemicals, compounds, that will be used in the production process. The Company will treat any chemical that has not been used in the facility in the last 5 years as a new chemical to the production facility.
- (g) The Company Safety Representative will meet monthly with the Chief Steward or Safety Officer on safety and health issues in all plant,
- (h) The Safety Officer will have the right to investigate any and all health and safety problems.
- (i) The Company will also provide Safety and Health training for all chief stewards at the same level as area managers.

26.1 In accordance with practices agreed to by the Director of Labor Relations and the Union Business Manager, the Company will provide protective clothing where extraordinary job conditions cause abnormal destruction of work clothing. In each case, destroyed clothing must be turned in before replacements are issued and, if requested, proof that the destruction was caused by job conditions must be made to the satisfaction of the Company.

26.2 NO employee shall be required to perform work, which he

or she believes to be hazardous to his or her health or safety or that of any other employee. In cases where the Company/Union disputes the existence of a hazard the issue will immediately be brought forth to the Union Safety Officer, Company Safety Representative and area supervisor for immediate resolution. Governmental standards shall be the defining criteria in these situations. Any unresolved issue will go directly to the IBEW Business Manager and Director of Labor Relations.

26.3 The Company reaffirms its commitment with Local 1505 IBEW to make a good faith effort to increase enrollment of bargaining unit employees in cardio-pulmonary resuscitation courses on a voluntary basis with priority by seniority and where the need is obvious, e.g. Electricians/Electrical Test.

26.4 The Company and the Union agree to continue Ergonomic programs in an effort to minimize the risks of injuries and illnesses to employees resulting from repetitive motions and soft tissue stresses in the workplace. Ergonomic issues shall be addressed in the monthly meetings between the Union Safety Officer and the Safety Officer or on a case by case basis within the Plant.

ARTICLE XXVII - APPRENTICES, HELPERS AND TOOLS

27.0 In any job classification requiring two (2) or more years of training to reach ordinary competence, the Company and the Union may determine to establish an apprenticeship plan. If such a plan is established, it shall be developed by a joint apprenticeship committee in general accord with the basic principles (though not necessarily the detailed procedures or rules) established by the Federal Committee on Apprenticeship of the United States Department of Labor.

27.1 With respect to the skilled trades, no helper shall be permitted to perform the work of a mechanic, operate any machine or use any tool of the trade, except for training purposes and then only when supervised by a qualified mechanic.

27.2 The Company will furnish all special tools and equipment to employees as may be required or necessary to perform the work in accord with Company specifications, except that personally owned tools and equipment may be used where the Company finds that such use is not unsuited to the work or dangerous to the safety of employees. When tools and equipment are issued and signed for, the employee will be held responsible for their return in good condition, reasonable wear and tear excepted.

ARTICLE XXVIII - NOTIFICATION OF ABSENCE

28.0 An employee who finds it necessary to be absent without having received advance permission is required to notify the Company during the first working day of absence when practicable to do so or in an emergency as soon thereafter as possible of the reason for and the probable duration of the absence. This notification should be by telephone call to his foreman or department head or designee within the first two (2) hours of his scheduled work shift (or in the case of the day shift by 9 AM, whichever is later) and in the event he is unable to speak personally with his foreman or department head or designee, then by telephone call to the Personnel Office servicing the plant in which the employee works.

ARTICLE XXIX - EXCUSED ABSENCE LEAVE OF ABSENCE

29.0 Excused absences may not be granted for more than two (2) weeks. In the event the original request for an excused absence covers a period of less than two (2) weeks and the employee subsequently

finds that further excused leave is required, another request should be made as above. Requests should be submitted in writing to the Department Head or designee.

29.1 An absence extending beyond two (2) weeks is excusable only on the basis of a leave of absence, which must be approved by the Company. A request for a leave of absence will be considered by the Company only after the employee making the request has been an employee for at least ninety (90) days.

29.2 Maternity leaves shall be granted to employees with at least three (3) months continuous service at the time of application for said leave. Said leave shall commence at a date determined by the employee and her doctor subject to the approval of the Company's Medical Department and shall not extend for a period of more than twelve (12) months.

29.3 Parental Leave to care for a newborn or newly-adopted child shall be granted to employees (other than employees covered by Section 29.2) with at least three (3) months of continuous service at the time of application for said leave. Said leave shall commence immediately after the birth date of the child or the date of adoption and shall not extend for a period of more than twelve (12) months.

29.4 Family Care Leave to care for a seriously ill family member shall be granted to employees with at least three (3) months of continuous service at the time of application for said leave. "Family member" shall include spouse, children, parents, brothers and sisters, parents of spouse, brothers- and sisters-in-law, grandparents, grandchildren and grandparents of spouse and others, if the employee or spouse has legal guardianship. Evidence of the family member's illness, expected duration and the reason for the leave must be provided to the satisfaction of the Company. Such leave shall not extend for a period of more than ninety (90) days.

29.5 With respect to absence due to an employee's illness or parental or family care leave, the parties recognize the passage of the Family Medical and Leave Act (FMLA) and are in agreement that past practice regarding such absence will not be diminished as the Company complies with the requirements of the FMLA.

ARTICLE XXX - PERSONAL DAY FOR 25-YEAR EMPLOYEES

30.0 Commencing January 1, 1994, employees with 25 years of continuous service will be given one paid personal day during each calendar year or part thereof occurring after completion of such service. This day may be taken at the employee's discretion when scheduled in advance and approved by his/her supervisor. If a twenty-five year employee is unable to take his recognition day off, and it is brought to the attention of the Company, the cognizant Labor Relations Manager and chief steward will meet to review the circumstances in an effort to determine if payment in lieu is warranted.

ARTICLE XXXI - AUTOMATION

31.0 During the 1964 negotiations, the Union and the Company engaged in extensive discussions on the problems of so-called automation. It was recognized by both parties that the ramifications of this problem cannot be fully understood and known at this time, because so many new developments are appearing on the horizon. There was expressed a mutual willingness to consider such problems jointly in the future from time to time, and an intention on both sides to attempt to work out to the mutual satisfaction of the Union and the Company an appropriate handling of human considerations involved while recognizing at the same time the need of the Company to be competitive and to maintain its customary and existing management's rights.

- (a) The Company shall give to the Union at least four (4) weeks advance notice of any planned installation of numerically controlled or computer controlled equipment which directly and immediately displaces one or more employees by performing his current work assignment in a new manner and which is concerned with cutting, forming, joining, finishing, assembling or testing of production parts. This notice shall identify the type and location of the equipment to be installed and the equipment to be directly and immediately replaced, if any.
- (b) As soon as is reasonable after such advance notice and before such equipment is put into operation, the Company will inform the Union of the existing job classifications and the names and seniority dates of members of the bargaining unit whose work is expected to be directly and immediately affected by the new equipment.
- (c) The Union and the Company agree to meet for the purpose of discussing particular problems which may be caused by the installation of such equipment.
- (d) It is agreed between the parties that the following general principles will govern the handling of such automation questions as may arise during the term of this Agreement:
 - (i) As a general objective, the Company and the Union will attempt to minimize the effect of automation upon the rates of pay or job security of affected employees.
 - (ii) Whenever it may be reasonable and practicable to do so, the Company will attempt to provide training for employees displaced by automation in the order of their seniority in order to give them an opportunity to qualify

for available openings in jobs in the same job level or within the next lower job level.

- (iii) Depending upon the particular circumstances, the parties may make special seniority arrangements for the handling of such affected employees and such arrangements shall be reflected in Letters of Mutual Intent as provided for in Section 35.3 hereof.

ARTICLE XXXII - PENSIONS

32.0 Pensions for employees in the bargaining unit shall be paid in accordance with the provisions of the Raytheon Company Pension Plan for Hourly Employees as amended September 11, 1995 which is incorporated herein by reference.

ARTICLE XXXIII - FORMAL WRITTEN OR MECHANICAL TESTS

33.0 An employee may not be required to take any formal written or mechanical test unless it is related to job requirements and unless it is covered by one or more of the following situations:

- (a) A test is already specified in an existing job description, or
- (b) It is used for qualification and certification for those jobs where such terms are required by government specifications, or
- (c) It is used for determination of qualifications to participate in special training programs, or
- (d) There is mutual agreement by the Company and the Union, but the Union shall not withhold agreement in any

given situation unless the Company's judgment to test is unreasonable under all circumstances. If the use of any test is disputed, the Company may proceed, subject to the grievance and arbitration procedures of this Agreement.

The Union Business Manager will receive advance notification of the intention to use new tests. If the Union so requests, the Business Manager, Assistant Business Manager or Chief Steward may be a silent observer during the administration of tests.

ARTICLE XXXIV - JURY DUTY, MILITARY RESERVE DUTY AND PROCESSING TIME

34.0 The Company agrees that it will continue in effect its Standard Personnel Policies and Procedures entitled "Jury Duty", "Military Reserve Duty" and "Employment Processing Time-Pay For".

ARTICLE XXXV - DURATION AND EFFECT AND AMENDMENT

35.0 This Agreement, subject to the terms of the Company's Best and Final Offer executed collaterally herewith, shall be effective as of the first date stated in this Agreement, except with respect to Appendices I and II hereof, which appendices shall be effective as of the dates stated therein, but only with respect to those employees who are either on the active payroll of the Company on the date of this Agreement or who were laid off after September 1, 1995, and whose recall rights had not expired as of the first date stated in this Agreement. This Agreement shall remain in effect as the same may be hereafter amended or modified by agreement of the parties, until 12:01 a.m., Monday, October 1, 2007, and shall be automatically renewed thereafter from year to year unless terminated as hereinafter provided in Section 35.1 or Section 35.2.

35.1 Either party may terminate this Agreement as of 12:01 a.m.,

Saturday, October 6, 2007 or on October 1st of any year thereafter in which it is in effect by giving written notice of termination to the other party not less than sixty (60) days before such termination date.

35.2 Either party, upon giving written notice to the other not less than sixty (60) days before such termination date, may open the Agreement to amend; and in such case, the proposed amendment shall accompany the notice. If such notice is given, the parties shall, at any time or times between August 8th and October 6st, inclusive, of that year and thereafter if necessary, engage in collective bargaining with respect to the proposed amendments; and during such bargaining either party may make counterproposals and may modify its own proposals. If such bargaining continues beyond said October 6st this Agreement has not been terminated in accordance with Section 35.1 above, any amendment agreed upon in such bargaining shall be retroactively effective to October 6st of that year unless otherwise agreed upon. If agreement on proposed amendments has not been reached by October 2nd of any year, either party may terminate this Agreement as of a date forty (40) days after the mailing by certified mail to the other party on or after October 2nd of that year of a notice in writing of an intention to terminate the Agreement.

35.3 Either party may at any time propose specific amendments to this Agreement and the parties may mutually agree on amendments and the effective date thereof; but neither party shall be obligated to consider such proposed amendments. Such amendments, modifications and additions to this Agreement shall be evidenced by Letters of Mutual Intent which shall be signed by representatives of the parties duly authorized to do so.

35.4 In the event that during the term of this Agreement the President or Congress of the United States declares a National Emergency, either party may reopen this Agreement only for the purpose of negotiating proposed changes in straight-time hourly wage rates by giving the other party notice in writing.

35.5 This Agreement amends and supersedes and entirely replaces all previous agreements and understandings between the parties and constitutes the entire agreement and understanding between the parties on all matters which are properly the subject of collective bargaining between them for the period during which it is effective in accordance with Section 35.0 hereof.

35.6 Nothing in this Agreement shall be construed as waiving any rights or protection granted to the employees, the Company or the Union under any applicable federal or state law. It is understood and agreed that if any part of this Agreement shall be construed by any court or tribunal of competent jurisdiction or as a result of arbitration pursuant to the grievance procedure hereunder, to be in conflict with any law or executive order, then such part shall, to that extent, be deemed to be null and void from the date hereof without, however, affecting the balance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the seventeenth day of December 2004 by their proper officers thereunto, duly authorized.

FOR RAYTECH COMPANY

/s/ Tim O'Brien

T. O'Brien

/s/ Ben Valencio

Ben Valencio

/s/ Kevin Page

Kevin Page

/s/ Michael Sheugnessy

Michael Sheugnessy

/s/ James Dempsey

James Dempsey

/s/ Chris Ross

Chris Ross

/s/ Scot Sandies

Scot Sandies

/s/ Stephen Caron

Stephen Caron

/s/ Nathan Dally

Nathan Dally

FOR LOCAL UNION NO. 1505
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

/s/ George Noel

George Noel

/s/ Richard Fielding

Richard Fielding

/s/ David Johnson

David Johnson

/s/ Dorothy Sweezy

Dorothy Sweezy

HOURLY PAYROLL WAGE STRUCTURE #20

I.B.E.W.-LOCAL 1505

EFFECTIVE: October 4th 2004

<u>JOB LEVEL</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>	<u>JOB LEVEL</u>
0A	\$15.02	\$20.45	\$25.88	0A
0B	\$12.26	\$16.83	\$21.40	0B
0C	\$10.41	\$14.02	\$17.68	0C

EFFECTIVE: October 3rd 2005

<u>JOB LEVEL</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>	<u>JOB LEVEL</u>
0A	\$15.47	\$21.06	\$26.66	0A
0B	\$12.63	\$17.33	\$22.04	0B
0C	\$10.72	\$14.44	\$18.21	0C

EFFECTIVE: October 2nd 2006

<u>JOB LEVEL</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>	<u>JOB LEVEL</u>
0A	\$15.93	\$21.69	\$27.46	0A
0B	\$13.01	\$17.85	\$22.70	0B
0C	\$11.04	\$14.87	\$18.76	0C

HOURLY PAYROLL WAGE STRUCTURE #21

I.B.E.W.-LOCAL 1505

SHIFT DIFFERENTIALS

FOR NON-SUPERVISORY, GROUP LEADER AND
INSTRUCTOR

EFFECTIVE: October 4th 2004 – October 6, 2007

SHIFT DIFFERENTIALS

Job Level	<u>Non-Supervisory</u>		<u>Group Leader(G)</u>		<u>Instructor(N)</u>	
	2nd Shift	3rd Shift	2nd Shift	3rd Shift	2nd Shift	3rd Shift
0A	\$1.19	\$1.35	\$1.22	\$1.40	\$1.20	\$1.38
0B	\$1.13	\$1.27	\$1.16	\$1.30	\$1.14	\$1.29
0C	\$1.07	\$1.17	\$1.09	\$1.20	\$1.08	\$1.18

APPENDIX I

JOINT STATEMENT OF RAYTHEON COMPANY AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1505 ON SEXUAL HARASSMENT

Raytheon Company and I.B.E.W., Local 1505, jointly affirm that sexual harassment by employees or members is not compatible with the mutual objectives of an effective and productive organization and violates the principles of non-discrimination which are strongly supported by both parties.

Raytheon Company and I.B.E.W., Local 1505, agree that the following conduct is not to be tolerated in the workplace: unwelcome sexual advances, requests for sexual favors, verbal or physical conduct of a sexual nature which unreasonably interferes with an individual's work, or which substantially creates a sexually hostile, intimidating, or offensive work environment, or other forms of sexual harassment.

Both parties agree that they will make good faith efforts to insure that employees and members comply with the Company's and the Union's respective rules and policies which prohibit sexual harassment in our workplace.

8/4/89

APPENDIX II
JOINT STATEMENT OF
RAYTHEON COMPANY AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 1505
ON
QUALITY

During the 1995 negotiations, Local 1505 and Raytheon Company continued their ongoing discussions about Quality. Historically in their relationship, the parties have recognized the importance of product and work quality.

As a result of these negotiations, the parties recommit themselves to the principles of Quality management and pledge cooperation in seeking opportunities to further the continuous quality improvements crucial to our competitive posture. Consequently, the parties have agreed to the establishment of a joint standing committee on Quality management with a view toward realizing mutual quality objectives. The committee will be comprised of union and management representatives in equal number. The Company may assign bargaining unit employees on a voluntary basis to participate in Process Improvement Teams and other joint teams to enhance manufacturing productivity and develop improvements, provided that such teams do not address subjects covered under the collective bargaining agreement or other terms and conditions of employment for which the Union is the employees' exclusive bargaining agent. Bargaining unit employees participating on such teams shall be paid at the regular rate of pay for all hours spent participating in scheduled team activities. Any team member may request a Union representative to attend any meeting. The Company shall furnish the Union a list of teams and team members. Such list shall be updated as changes occur.

The parties acknowledge that successful implementation of joint quality initiatives will serve to enhance the job security of all Raytheon employees. It is also recognized that performance of high quality work is everyone's responsibility. Raytheon is committed to providing employees with the appropriate means to achieve our joint quality objectives. It is then incumbent upon employees to perform their work diligently and to the utmost of their abilities.

Appendix III

Workplace Assurances

Joint Statement of Raytheon Company & International Brotherhood of Electrical workers, Local 1505

Job security received a lot of attention and discussion during our negotiations. The parties recognize that real job security is a function of delighted customers and a demand for our products and services in the marketplace. As competitive pressures intensify, we need to work together to assure Raytheon is world class with respect to product technology, cost, quality, delivery and service. Along these lines, and in recognition of expected future cooperation between the Company and the Union, the Company has agreed to a number of Workplace Assurances, provided it is able to demonstrate continuous improvement in cost, quality and schedule on these programs.

Program Assurances

The company agrees that it will continue the subsystems and systems assembly and test processes of the following programs in Massachusetts's union represented facilities:

1. Patriot
2. Hawk
3. GBR
4. AEGIS
5. THAAD
6. SPS-49

These programs represent significant capital and facilities investment within locations covered by the Recognition provision of the labor agreement and illustrate outstanding examples of Massachusetts manufacturing performance.

The parties agree that due to the competition to win sales of these programs the Company may need to accept the offsets of certain program related work that may have historically been performed by bargaining unit employees.

In the event of a natural disaster or other cause outside the control of the Company, the Company may temporarily relocate the above listed programs or any portion of the programs to outside vendors or non-Massachusetts Raytheon centers unaffected by the occurrence giving rise to the need to relocate. The Company will give the union notice of the need for this action and the expected duration of the relocation.

Transition to Production

The Company and IBEW Local 1505 signed a working agreement on June 21, 2004 with regard to work transitioning to production. The goal of the agreement is to facilitate the smooth and orderly transition of prototypes and pre-production units from design to production. It is understood by the parties that this agreement is entered into without precedent as to either party's position as to its appropriateness of work assignments and that in order to enable the programs covered by this agreement to proceed efficiently, the office of the Business Manager of the IBEW, Local 1505 and the Director of Labor Relations and appropriate operations personnel will exercise good faith efforts to resolve any disputes involving work assignments.

This agreement may be terminated by either party with 60 days written notification. During the 60 day period, the parties will meet in an attempt to resolve the issues giving rise to the notification to terminate.

TRANSITION and INTEGRATION FACILITIES

The parties will utilize the working agreement as a vehicle to establish language that will create a work environment that will be advantageous for Engineering and Operations to prove out new designs and develop processes in the Integrated Air Defense Center. This process will help establish a competitive advantage when performing related Core Competency production work in the Integrated Air Defense Center. The intent will be to establish a team that will become a value added business partner through improved cycle time and ease of development program hardware prove out while optimizing integration facilities in both the high bay and near field range.

Summary

The understandings contained in this document do not alter any of the provisions of the collective bargaining agreement. This statement shall expire and have no force and effect upon the expiration of the 2004-2007 labor agreement unless it is specifically extended by the express written agreement by and between the Business Manager of IBEW Local 1505 and the Director of Labor Relations, Northeast.

APPENDIX IV

JOINT STATEMENT OF RAYTHEON COMPANY AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1505 ON VENDING

During 1994 collective bargaining between International Brotherhood of Electrical Workers Local 1505 and Integrated Defense Systems, a great deal of discussion took place at the Main Committee level on decisions to vend work.

Decisions to vend are typically made when the Company has determined, through analysis, that vending will be required in order to either win a new job or to meet cost, schedule or production margins on existing jobs. However, it is the Union and the Company's belief that the decision process will be enhanced by a mutual effort. IBEW Local 1505 expressed an interest in maximizing the amount of work that can be competitively retained in-house. The Union's participation and positive contribution to the process is recognized as an opportunity to help identify additional ways of improving in-house cost and productivity parameters.

Both parties believe that the relationship of the parties will benefit by frequent discussions surrounding decisions to vend work. In an effort to provide a vehicle for open and honest dialogue regarding vending issues the following procedure will be utilized:

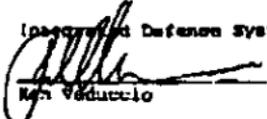
The Business Manager of IBEW Local 1505 will agree to meet with the Director of Development and Manufacturing on regular meetings at least on a monthly basis.

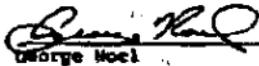
Participation in these meetings is also recognized by the Company as affording the Union the opportunity to take an active role through communication and positive contribution to the process.

The format of the meeting will include areas of concern as they relate to vending, but the agenda shall also include discussions of areas of mutual concern to the Union and Manufacturing Operations.

Nothing in this agreement is intended to alter the rights of the parties under the Collective Bargaining Agreement.

Integrated Defense Systems


Ken Veducchio


George Noel

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GENERAL POLICIES AND PROCEDURES

SUBJECT: CLASSIFICATION AND WAGE RATES –

IBEW BARGAINING UNIT

Human Resources

I. CLASSIFICATION OF EMPLOYEES – PRINCIPLES

- A. Employees shall be classified in a job classification by a comparison of the work they perform against most nearly applicable job classification descriptions, or, if no such description(s) apply, said employees shall be classified in a new job classification.
 - 1. Classification shall be in the highest-paid job level as defined by a job classification description provided that:
 - a. The employee regularly performs the full complement of duties described, under the terms and conditions outlined, at least 20% of each work week for more than two consecutive weeks.
 - b. These duties require the exercise of the full complement of all elements of the job which are significant for the job level and which constitute the integral parts of the job.
 - c. The quality and quantity of work measures up to Company standards.
- B. Employees are not to be classified in a particular job classification in order to pay a desired rate. If work develops that is not adequately described in a job

lassification description, notify your plant Human Resources representative. The classification and level will be set after the work has been analyzed and approved. The employees may be reclassified retroactively as determined by the Labor Relations representative.

- C. When a job classification description becomes obsolete by so changing in content that the supervisor believes the work performed is not adequately described, the supervisor shall notify the department head. In turn, the department head shall notify the plant Human Resources representative who will review the situation with Labor Relations to determine the proper action.
- D. **On all records such as ECS Forms, employment requisitions, and employee records, use only the job classification with its code number.**
- E. Each employee shall be notified promptly by supervision of **each certified change** in the employee's job classification and/or rate, and the supervisor will maintain a record of the verbal notice concerning the changes in the classification of these employees.

II. CLASSIFICATION OF EMPLOYEES – DEFINITIONS

- A. **Job Classification Descriptions:** A written analysis that serves to identify the type or types of work performed by employees so classified (or who are classified in that particular job) and to indicate the levels of education, specialized training and experience that, considered singly and in relationship to each other, have determined the level of the job.

1. The job classification description is not a work assignment and may omit duties that have no effect on the job level.
 2. It should be emphasized that a job classification description identifies the work of a job and is not intended to describe the qualifications of a particular employee filling the job. Such an employee may or may not be over-qualified when compared with the requirements in the description.
- B. Job Classification:** Each job classification description has a separate and distinct title by which the job may be known.
- C. Coding:** A code number is assigned each job classification description and appears thereon. The code number consists of:
1. The job level is which the occupation is evaluated. (Two digits.) Example: OC
 2. The job number indicating the numerical listing of the job classification. (Four digits). Example: OC-6918 Assembler C refers to a particular job classification which is in level "C".

III. HIRING PAY RATE

- A. A new hire or rehire may be placed at any point in the rate range that the employee's qualifications warrant as determined by the supervisor or department head and the Human Resources Department. However, no employee shall be hired at a rate higher than the midpoint of the job level in which classified unless a higher rate is approved by the facilities manager or delegate (except as provided in B).

Automatic progression follows below.

- B. Electricians A, Plumbers/Pipefitters, HVAC Mechanics, Certified Industrial Wastewater Treatment Operators, Certified Sanitary & Chemical Waste Treatment Operators, Climatic & Vibration Equipment Technicians are required to have a pertinent Massachusetts license for their respective occupations. These licensed employees and Fire Specialists shall be hired at the grade maximum of the job level in which their respective job classifications fall. No automatic progression.
- C. In the event the Company employs a new hire or rehire above the current rate of employees who have been recalled to the same classification, the Company will adjust the rate of the recalled employees to the level of the new hire if the rate is higher. An employee who has refused recall on a particular requisition will be re-offered the position if the previous offered rate is below the rate that has been offered to the new hire.

IV. AUTOMATIC PROGRESSION

- A. An employee who is hired below the maximum of the rate range in which classified is eligible for an automatic progression increase every twenty-six weeks (26) in the amount of \$0.75/hour. The employee will receive the automatic progression increase of \$0.75/hour every twenty-six (26) weeks until the maximum of the rate range is reached.
- B. The following special progression schedule will apply to employees on inactive status as of September 11, 1995 who are recalled on or after September 11, 1995.

1. Employees with less than ten (10) years of Company service who are recalled to the minimum of the new rate range will receive an increase of \$0.50/hour every thirteen (13) weeks to the maximum of the rate range.
 2. Employees with ten (10) years but less than fifteen (15) years of Company service who are recalled to the minimum of the new rate range will receive an increase of \$0.75/hour every thirteen (13) weeks to the maximum of the new rate range.
 3. Employees with fifteen (15) years or more years of Company service who are recalled to the minimum of the new rate range will receive an increase of \$1.00/hour every thirteen (13) weeks to the maximum of the new rate range.
- C. The final increase that brings the employee's rate to the maximum of the rate range may be less than the progression amount in order that the maximum of the rate range is not exceeded.
- D. Rate ranges are defined in accordance with the schedule attached to the current collective bargaining agreement with the IBEW.
- E. **Effective Date:** Each automatic progression increase is effective on a Monday. The first due date shall be determined by counting the number of weeks required from the Monday of the week the employee is hired.
- F. Changes in individual status may or may not affect the progression schedule depending upon the nature of the change. To determine whether or not Type A or Type B progression

applies for a particular change in job classification, refer to paragraphs V-F, V-G, VII, VIII, IX, X, XI, XII, XIII, XIV, XV and XVIII following.

1. **Type A: INTERRUPTION OF PROGRESSION**
– Automatic progression will occur 26 weeks from the Monday of the week in which the change is effective.

2. **Type B: NON-INTERRUPTION OF PROGRESSION** – Automatic progression will continue to be processed at 26 week intervals with time accumulated towards progression in the former job classification credited towards the due date of the next automatic increase.

a. When upgraded, laterally transferred, or downgraded under paragraph X to a previously held job classification, allow credits (not to exceed 26 weeks total credits) for time spent in progression since date of last rate increase.

G. **Time Not Deducted:** Time is not deducted for time lost under the following circumstances and automatic increases, if employee not at maximum, will continue to be processed every 26 weeks.

1. Time spent on jury duty.
2. Time spent on military reserve duty.
3. Time lost because of industrial accidents. (For this item 3 only, no automatics should be processed; however, the rate at reinstatement shall take into account the automatic increases called for under this paragraph F).

H. Lost-Time Because of Layoff or Leave of Absence

1. Automatic progression will not be affected if the absence during a 26 week period was two weeks or less. The automatic progression date will be advanced the total number of days absent for the above reasons over the two-week period specified.
2. If, at the time of Layoff or Leave of Absence, the employee needs less than 14 additional days credit towards a total of 26 weeks for automatic progression, the new rate will be made effective by an automatic progression, ECS Form on the day the employee returns to work and the remainder of the 14 days will be credited as accumulated time towards the next automatic progression period which will commence with the day the employee returns.
3. Since automatic progression increases are effective on Monday, the due dates established under paragraph 1 and 2 immediately above shall be adjusted to the nearest Monday (Wednesday or before - Monday) of the current week; Thursday or later - Monday of the following week.

V. SENIORITY GROUPING SCHEDULES

- A. A seniority group is a group of job classifications with related skills through which there are logical lines of promotion and layoff (bumping).
 1. Schedule A of the current IBEW agreement lists these seniority groupings.

2. Schedule C lists "non-related" job classifications requiring special skills and training not directly related to other titles and therefore not included in the seniority groupings as listed in Schedule A.

VI PROCEDURE FOR UPGRADING TO JOB CLASSIFICATION NOT PREVIOUSLY HELD

For all such upgradings including: within same seniority group; to or from non-related job classification; to different seniority groupings; interdepartmental transfer and upgrading regardless of whether or not made at request of employee, the employee will be granted an immediate 10 percent increase provided that the maximum of the new rate range is not exceeded. In any event, the pay rate will at least equal the minimum of the rate range. Type A automatic progression follows.

VII PROCEDURE FOR LATERAL TRANSFER TO JOB CLASSIFICATION NOT PREVIOUSLY HELD

(Change in job classification in the same job level.)

- A. Change initiated by the Company – Rate of pay unchanged with Type B automatic progression following. (Appropriate notation should be made on ECS Forms.)
- B. Lateral change at request of the employee or because of inability or beyond the union agreement or a lateral change resulting from acceptance of an open requisition in lieu of layoff. Rate of pay unchanged followed by either Type A or Type B progression, depending on the following:
 1. Type A – An employee has been in progression for less than 13 weeks in the present 26-week progression period.

2. Type B – An employee has been in progression for 13 weeks or more in the present 26-week progression period.
(Appropriate notation should be made on ECS Forms.)

VIII PROCEDURE FOR DOWNGRADING TO A JOB CLASSIFICATION NOT PREVIOUSLY HELD

- A. Downgrading (i.e., change to a lower-level job classification) due to layoff (bumping). Employee's rate will be reduced to the maximum rate of the new level or left at the present rate *whichever is lower*. If below maximum, Type B automatic progression follows. (Appropriate notation should be made on ECS Forms.)
 - a. Employees whose rates would be reduced due to the above procedure as a result of layoff (bumping) will be *guaranteed their current rate for twelve weeks.
- B. Downgrading (1) at request of the employee, or (2) because of inability.
 1. Employee's rate will be determined as for a new hire with Type A automatic progression following. (Appropriate notation should be made on ECS Forms.)
- C. Downgrading beyond the union agreement.
 1. Employee's rate shall be the **lower** of the following:
 - a. The maximum rate of the new job classification.

b. The present rate of pay, Type B automatic progression follows.

(Appropriate notation should be made on ECS Forms.)

2. Employees whose rates would be reduced due to the above procedure as a result of layoff (bumping) will be *guaranteed their current rate for twelve weeks.

*In order to alleviate the economic impact of layoff and notwithstanding any other provision in the agreement to the contrary, when an employee is processed to a lower level as a result of layoff, the employee shall continue to receive the rate of pay in effect at the time of layoff for twelve calendar weeks from the date of layoff, provided the employee continues in the active employ of the Company and, provided further, the employee continue to work in a lower level. At the conclusion of the twelve week period, the employee's rate of pay shall be determined as set forth in the C-2 procedure. This provision shall not apply to the employees subsequently laid off or bumped during the twelve week period.

IX PROCEDURE FOR UPGRADING, LATERALTRANSFER, OR DOWNGRADING TO A PREVIOUSLY HELD JOB CLASSIFICATION

- A. Upon changing to a job classification in which an employee has had previous Raytheon experience, during the employee's present term of seniority, the rate will be the higher of the following provided the maximum is not exceeded.
 1. The same relative position previously held while in the job classification or the present rate (Type B automatic progression – see paragraph V E-2a).
 2. Employees whose rates would be reduced due to the

above procedure as a result of layoff (bumping) will be
*guaranteed their current rate for twelve weeks.

*In order to alleviate the economic impact of layoff and notwithstanding any other provision in the agreement to the contrary, when an employee is processed to a lower level as a result of layoff, the employee shall continue to receive the rate of pay in effect at the time of layoff for twelve calendar weeks from the date of layoff, provided the employee continues in the active employ of the Company and, provided further, the employee continues to work in a lower level. At the conclusion of the twelve week period, the employee's rate of pay shall be determined as set forth in the C-2 procedure. This provision shall not apply to the employees subsequently laid off or bumped during the twelve week period.

X PROCEDURE FOR SPECIAL JOB CLASSIFICATION CHANGES

- A. When an employee is upgraded by Article 22.6 the employee shall go through the regular upgrading procedure retroactive to the date of the grievance.
- B. When there is a change in the level of the job classification through Article 22.7 the employees involved will be placed in the same relative position in the new job level as of the date of the grievance.
- C. When the level of the job classification is changed through Article 22.8 the employees involved will be placed in the same relative position in the new job level, as of the date of the grievance.
- D. An employee who is upgraded or laterally transferred as a result of placement demonstrably due to layoff may be treated as a new hire.

XI PROCEDURE FOR REINSTATEMENT

- A. Within the Same Seniority Group:** When an employee is recalled or reinstated after a layoff or leave of absence to a job classification in the same seniority group occupied when active employment ceased, the employee's rate will be determined as follows:
1. If returned to the same job classification or one in the same job level, the employee's rate will be placed at the same position in the rate range that had been attained when active employment ceased followed by Type B automatic progression.
 2. If returned to a lower-rated job classification the rate will be the **lower** of the following:
 - a. The relative position held when active employment ceased followed by Type B automatic progression.
 - b. The maximum rate of the new job classification.
 3. In addition to Type B progression, credit will be given for up to 2 weeks of Leave of Absence or Layoff.
 4. If returned to a higher-rated job classification in the same seniority group the employee will be granted an immediate 10 percent increase provided that the maximum of the new rate range is not exceeded. In any event the pay rate will at least equal the minimum of the rate range. Type A automatic progression follows.

B. To a Different Seniority Group

1. If returned to a job classification in the same job level, the employee's rate will be placed at the same position in the rate range that had been attained when active employment ceased followed by Type A progression.
2. If returned to a lower level job classification, the employee's rate will be the lower of the following:
 - a. The relative position held when active employment ceased followed by Type B progression.
 - b. The maximum rate of the new job classification.
3. If returned to a higher rated job classification, the employee will be granted an immediate 10 percent increase provided that the maximum of the new rate range is not exceeded. In any event, the pay rate will be at least equal to the minimum of the rate range. Type A automatic progression follows.
4. If in the above situations employee is returned to a previously held classification having had previous Raytheon experience during the present term of seniority during the last five years, the employee's rate will be higher of the following provided the maximum is not exceeded:

The same relative position previously held while in the job classification or the present rate with Type A progression following.
5. In addition to Type A progression, credit will be given for up to two weeks of Leave of Absence or Layoff.

- C. The rate of an employee on LOA as of September 11, 1995, who is reinstated on or after September 11, 1995, will be the rate in effect at the start of the LOA, and shall include any general increase that would have been granted during the LOA.

XII PROCEDURE FOR TRANSFER TO OR FROM INCENTIVE WORK

Obsolete, effective September 1, 1989.

XIII PROCEDURE FOR TRANSFER INTO IBEW BARGAINING UNIT

- A. Upon transfer from another payroll into the IBEW bargaining unit the employee's rate will be determined as for a new hire with Type A automatic progression following.

XIV NEGOTIATED INCREASE

- A. The negotiated increase granted by the Company will not affect the regular dates and amounts of automatic progression.
- B. Employees on the active payroll as of September 11, 1995 will receive the base wage rate in effect on that date.

XV PERSONALIZATION

- A. Where the appropriateness of an employee's job classification is affected by new or changed methods or work assignments to the extent that the classification is no longer appropriate for the work being performed because the work of the job classification has been separated into two or more different

classifications or where for any reason an employee's job classification is not appropriate for the work being performed (either of which determinations of appropriateness may be challenged by the union through the grievance procedure), the employee, if not placed in a different classification in the same or higher level, will have the right to move into the first classification available in the following steps. Where more than one employee is involved in such a change, the employee with greater seniority shall have superior relative rights at any one step for placement or assignment over an employee with less seniority:

1. In an opening in the same seniority grouping and same level (or higher level, if qualified therefore) in the same plant; or if not, then
2. In an opening in the same seniority grouping and same level (or higher level, if qualified therefore) in the same division and location; or if not, then
3. In an opening requiring similar basic skills in the same level but in a different seniority grouping in the same plant with an on-the-job training period of up to ninety (90) days; or if not, then.
4. In an opening requiring similar basic skills in the same level but in a different seniority grouping in the same division and location with an on-the-job training period of up to ninety (90) days; or if not, then
5. In an opening in the same seniority grouping and same level (or higher level, if qualified therefore) in a different division; or if not, then

6. In an opening requiring similar basic skills in the same level but a different seniority grouping in a different division with an on-the-job training period of up to ninety (90) days; or if not, the employee shall remain personalized until placed as above.
- B. Where an employee through the operation of any one of the six steps above is reclassified into a different job classification in a higher level or in the same or higher level in another seniority grouping, the employee shall be considered as in a trial period in the new job classification for ninety (90) days or the training period, whichever is less, and may be returned to the previous job classification during such trial period to be processed once again through the six steps specified above.
 - C. If any personalized employee is offered a reasonable transfer into the same or a higher level, except to a location to which the employee does not normally have layoff rights, the employee may refuse such transfer but such refusal will result in loss of the personalized rate. An employee may accept downgrading in lieu of being transferred, but must surrender the personalized rate.
 - D. When a lack of work occurs in a classification containing employees who have personalized rates of pay, such employees will be laid off in accordance with their seniority rights relative to other employees in the classification and in accordance with Section 14.4 of the IBEW Agreement, and thereupon such personalization shall cease.
 - E. Personalized employee may be placed in a job opening in preference to a less senior employee who might otherwise be entitled to the opening by upgrading, and also in preference

to a less senior employee on layoff status having recall rights to the opening.

- F. Nothing in the foregoing language is intended to amend or alter (i) the Company's right to lay off, except as specifically stated therein, (ii) the Company's right to assign work, or (iii) any other rights of the Company.
- G. An employee shall progress to the maximum rate of the labor grade of the job classification from which personalized.
- H. In the event that, as a direct and immediate effect of automation, an employee is downgraded to a lower level job classification, such employee shall retain for a period of one year or the length of time which the employee held the former year or the length of time which the employee held the former classification immediately prior to being downgraded, whichever is shorter, the rate applicable to the classification held immediately prior to the downgrading. At the end of said period, the employee's rate shall revert to the appropriate rate for the classification to which the employee was downgraded.

I. Special Rate Personalization

Effective September 11, 1995, all employees on the active payroll whose base rate of pay as of September 11th exceeds the wage rate structure effective on September 11, 1995 will have their rates of pay personalized subject to the following provisions:

The personalized rate will remain in effect in accordance with the collective bargaining agreement, with the modifications set forth in this section.

1. **Group Leader and Instructor differentials** in place on September 11th will not be reduced so long as the differentials are continued for those employees. **Shift differentials** in place as of September 11th will not be reduced as long as the employees remain on that shift.
2. Employees who are recalled or bumped to a higher level job will not suffer a reduction in pay from their personalized base rate by accepting recall or bumping rights.
3. Employees who move due to layoff or recall to the same or different job level or to inactive status and who return to the same job classification will be returned to their personalized base rate.
4. Employees who elect to COS laterally or down will lose their personalized base rate of pay.
5. Employees who are upgraded to a higher job level by way of a COS and who return to their former job classification within 90 calendar days will be returned to their former personalized base rate.
6. Active employees who refuse recall will not lose their personalized base rate as a result of such refusal.
7. Employees who accept lateral recall will retain their personalized base rate for the first occurrence only.

XVI GROUP LEADERS AND INSTRUCTORS

- A. **Added Duties of a Group Leader:** Assist supervisor in breaking down, working out and/or laying out of new work.

Responsible for instructing and aiding a group of employees. Aids supervisor in maintaining a smooth flow of work and maintains production records. May be called upon to report to the supervisor the reason for failure to maintain flow of work. Works more than 20 percent of the time in the job classification in which classified. May be called on to replace supervisor temporarily in case of absence.

1. The automatic maximum rate for a Group Leader shall be 10 percent above the automatic maximum for the job classification in which the Group Leader is classified. Upon change to a Group Leader status the automatic maximum rate for the employee shall be established as above and the existing hourly rate shall immediately be increased by 10 percent of the automatic maximum rate for the Group Leader's job classification. In the event that the employee is not at the automatic maximum rate at the time of change, the further increases to the automatic maximum rate will be accomplished by means of Type B automatic progression. In the case of an employee with a personalized rate, the personalized rate will be increased by 10 percent of the maximum rate for the employee's present job classification except that when a group of employees and their Group Leader are personalized together and the Group Leader continues to lead the group, the Group Leader will be personalized at the gross rate of the job classification.

- B. Added Duties of an Instructor:** Responsible for assisting in instructing and aiding a group of workers according to established methods, in addition to carrying out the requirements of the job classification in which classified. Works more than 20 percent of his time in his own job classification.

1. An Instructor is compensated an extra 5 percent of the automatic maximum rate for the Instructor's job classification. Handling is the same as for a Group Leader.

GRIEVANCE PROCEDURES

STEP		22.1 General Grievance	22.1C Discharge or Suspension	22.1D Layoff or Recall	22.9 Incentive Standards	22.6 Classification	22.7, 22.8 & 22.2 Job Description Evaluation or Seniority Grouping	6.0 & 22.3 Institutional or Company	Work Jurisdiction
1	Union	Employee* (Steward)			Employee* (Steward)				
	Company	Foreman			Foreman				
2	Union	Chief Steward							
	Company	General Foreman							
3	Union	Chief Steward	Employee & Chief Steward	Employee & Chief Steward	Employee & Chief Steward	Chief Steward Employee			
	Company	Plant Labor Relations	Plant L. R.	Plant L. R.	Plant L. R.	Plant L. R.			
4	Union	Asst. Business Manager	Asst. B. M.	Asst. B. M.	Asst. B. M.	Joint Classifi- cation & Evalu- ation Sect. Reps.	Joint Classifi- cation & Evalu- ation Sect Reps.	Asst. B. M.	Asst. B. M.
	Company	Corporate Labor Relations	Corp. L. R.	Corp. L. R.	Corp. L. R.	Corp. L. R.	Corp. L. R.	Corp. L. R.	Corp. L. R.
5	Union	Business Manager	B. M.	B. M.	B. M.	B. M.	B. M.	B. M.	B. M.
	Company	Corporate Labor Relations	Corp. L. R.	Corp. L. R.	Corp. L. R.	Corp. L. R.	Corp. L. R.	Corp. L. R.	Corp. L. R.
Arbitration		Yes	Yes	Yes	Yes	Yes	Yes	Yes	**

NOTE: At Step 4, if A. B. M. is not to attend, B. M.'s office is to notify plant L. R. of his delegate in advance. Also, Corporate Labor Relations may delegate assignment and is to notify Union in such cases in advance.

*ORAL: Employee with or without Steward

**See Article 22.0

Business Manager

George Noel

Assistant Business Manager

David Johnson

Business Manager Emeritus

James F. Mulloney

Chief Stewards

John Cassin

Steve Castagno

Robert Garnhum

Dennis Griffin

Rosa Ortega

Harry Robbins

Kevin Wells

Rick Xavier

I.B.E.W. Local 1505 Building Corporation

Tim LeBlanc - President

Roger Aziz - Vice President

Ed McDonald - Treasurer

Russ Medeiros

Ed Brown

George Noel

Rick Fielding

If you have a grievance see your Steward
and follow the procedure outlined in
Article 22 - Section 22.1(A)

**REGULAR MEETINGS
ARE HELD
THE SECOND SUNDAY
OF EVERY MONTH
AT 5:00 P.M.
UNLESS POSTED OTHERWISE**

Local 1505 I.B.E.W. - AFL-CIO

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