

9605

Small

**A G R E E M E N T**

between

**BELL HELICOPTER TEXTRON INC.**

Subsidiary of

**TEXTRON INC.**

and

**UNITED LOCAL OFFICE WORKERS**

**NO. 317, U.A.W.**

and

**THE INTERNATIONAL UNION  
UNITED AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA**



June 26, 2000

- 6/29/2003

**PROPERTY OF:**

**NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_

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## AGREEMENT

This agreement is made by and between Bell Helicopter Textron Inc., a subsidiary of Textron Inc., (hereinafter referred to as the COMPANY) for its plants in the Counties of Tarrant, Dallas and Denton (where coverage is limited to Alliance Airport only), whether now or hereafter operated by the Company in the State of Texas, and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, and its UNITED LOCAL, OFFICE WORKERS NO. 317 (UAW), hereinafter referred to as the UNION.

### PREAMBLE

The Company and the Union recognize that it is in the best interests of both the employees and the Company to improve the competitive position of the Company. Both are partners in the same business, and the success of that business is vital to all concerned. This requires that both the Company and the Union work together toward the end that quality and cost of the product will prove increasingly attractive to the customer, and that the business will be continually successful.

The Union subscribes to the principle of a fair day's work for a fair day's pay, and will use its best efforts to effectuate it whenever possible with the employees that the Union represents. The Union and the Company agree that every reasonable effort will be made to eliminate waste, increase efficiency, and to improve operations in general.

It is agreed that any and all differences that may develop shall be settled in the manner provided for in this Agreement.

### ARTICLE I

#### RECOGNITION AND COVERAGE

##### Section 1.

The Company recognizes the Union as the sole bargaining agent of the Company's employees for the purpose of collective bargaining with regard to wages, hours and other conditions of employment.

##### Section 2.

The term "employees" for whom the Union is recognized as the Bargaining Agent in our plants now or hereinafter operated in Tarrant, Dallas and Denton (where coverage is limited to Alliance Airport only) Counties are those employees covered by the

certification of the National Labor Relations Board issued November 5, 1952, in Case No. 16-RC-1150, as follows:

All office and clerical employees including Technical Publications Editors, of the Bell Helicopter Textron at its plants located in Tarrant County, Texas" and as modified by Case No. 16-RC-2506, and as modified by the agreement between the parties dated January 25, 1961, which placed the Timekeepers under the coverage of this Unit.

### Section 3.

Employees excluded from the Bargaining Unit, and for whom the Union does not act as Bargaining Agent, are those employees so excluded, namely:

All employees in the Insurance Department now numbered IH, all employees in the Security Department now numbered IS, all employees in the Safety and Fire Protection Department now numbered I2, all employees in Human Resources Department now numbered I9, all employees in the Operations Administration Department now numbered 2A, all employees in the Machining Center Administration Department now numbered 2C, all employees in the Product Assembly and Flight Administration Department now numbered 20, all employees in the Assembly Center Administration Department now numbered 22, all employees in the Bonding, Blade, Composites Administration Department now numbered 28, all Secretaries to Managers reporting directly to the Vice Presidential or Directorate level, professional and technical employees, all Supervisors as defined in the Act, Plant Guards, Firemen, persons now covered by other collective bargaining agreements, all employees in the Industrial Engineering Departments now numbered 30 and 2E, all employees in the Public Relations Department now numbered 05 and 91, all employees in the Management, Engineering Department now numbered 1F, all employees in the Material Planning and Control Department now numbered 70, all employees in the Operations Planning and Control Department now numbered 2B, all employees in the Information Systems Department now numbered 07, all employees in the Marketing Support Department now numbered 03, all employees in the Financial Controls Department now numbered 1X, all employees in the Legal Department now numbered 09, and all employees in the Executive Department now numbered 10.

In addition to the above, all other job classifications not currently covered by Local 317, are excluded from coverage under the contract. If and when any new job classification is established, that is not professional, technical, supervisory or confidential in nature, or under the coverage of another collective bargaining



agreement, the Company and the Union will attempt to agree as to the inclusion or exclusion of such classification from the Bargaining Unit. If the parties fail to agree, the Union has the right to file a grievance on the matter.

Section 4.

The Union agrees not to use Company time for any Union activity except as specified under the Section herein relating to adjustment of grievances.

ARTICLE II

CHECK OFF

Section 5.

A.

1. The Company will deduct from the wages of each employee covered by this Agreement and turn over to the proper Officers of the Union the initiation fees and Union dues of such members of the Union as individually and voluntarily certify in writing that they authorize such deductions. Such deductions shall be irrevocable for the period of one year or until the termination of this Agreement between the Company and the Union, whichever occurs sooner; and it is further agreed that such authorization may provide that they shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective bargaining agreement between the Company and the Union, whichever shall be shorter, unless written notice sent by registered or certified letter, return receipt requested, if revocation is given by the employee to the Company and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union, whichever occurs sooner.
2. The employees' C.A.P. donation will also be deducted on the "check-off" where said employees individually and voluntarily certify in writing that they authorize such deduction.

- B. In the event the Union shop becomes legal, in the area covered by this agreement, the following will apply:

1. Employees, who at the time the union shop becomes legal are members of the union, must as a condition of employment remain members of the union for the term of this agreement, providing they remain under the coverage of the agreement.
  2. Employees who are hired subsequent to the time the union shop becomes legal must, as a condition of employment, be required to become members of the union within thirty (30) calendar days after being placed on the payroll, and must continue their membership in the union for the term of this agreement, providing they remain under the coverage of the agreement.
  3. Employees, who at the time the union shop becomes legal are not members of the union, shall not be required to become members of the union.
- C. The Company will deduct from the pension check of each employee covered by Local 317, U.A.W. and turn over to the proper officers of the Union the dues of each retiree of the Union who individually and voluntarily certify in writing that they authorize such deductions.

#### Section 6.

- A. The Secretary-Treasurer of the Local Union will notify the Local Management, as to the authorized deductions for initiation fees and monthly dues. The Local Management will check off from the second pay of each month the Union dues for the current month, and the initiation fees for every member who has agreed to it in writing. The Local Management will promptly remit these Union dues and initiation fees to the Secretary-Treasurer of the Local Union. The Company shall submit the Union Dues and initiation fees on computer disk and printed matter.
- B. The Union will turn over to the Local Management all check-off forms collected from employees in time for the Payroll Department to arrange for the first check-off. The Union and the Local Management will agree on the time.

#### Section 7.

The Union agrees that it will indemnify and save the Company harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Company in accordance with the terms of this article or in reliance upon the authorization mentioned herein.

ARTICLE III  
MANAGEMENT

Section 8.

The Company shall exercise the usual functions, duties, and responsibilities of Management, and these functions and rights discussed in this Section shall not abridge the terms of this agreement. The Company has the complete and sole right to determine the extent of its operations. It shall determine when any part of the complete operation shall function or be halted, and when and where production shall be increased or decreased. The authority to hire employees, transfer, direct, adjust, increase or decrease the working force, to remove employees for just cause and maintain discipline shall be vested in the Management. The selection of supervisory employees is the sole responsibility of Management and shall not be the subject of a grievance.

ARTICLE IV  
REPRESENTATION

Section 9.

The Union shall be represented as follows:

- A. By four (4) Zone Committeemen.
- B. By an Office Committee which shall consist of the four (4) Zone Committeemen referred to in A above and in addition the President, the Vice President and the Chairman. The Office Committee shall meet with the representatives of Top Management as hereinafter set out.
- C. The second and third shifts shall be represented as follows:

<u>Number of Employees</u>	<u>Representatives</u>
<u>2nd &amp; 3rd Shifts</u>	
0 to 10	None
11 to 200	One
201 and above	Two

The members of the Union on the second and third shifts shall elect the Zone Committeemen from employees who are working on the second or third shifts. These Zone Committeemen shall not be members of the Office Committee. They may, however, attend grievance meetings to discuss grievances arising on the second or third shifts. When

these Zone Committeemen attend grievance meetings, they will be paid their regular rate, including shift premium, but shall not be paid for more than eight (8) hours. Any time spent in such meetings shall be deducted from their regular work day and shall be considered as time worked. Time of payment shall be from in punch, but for not more than one (1) hour prior to the start of scheduled meetings.

- D. On Wednesday of each week, the second/third shift Union Representative will work an irregular shift from 6:30 p.m. to 3:00 a.m.

#### Section 10.

The offices will be zoned in four (4) zones (exclusive of the second shift zones provided for in Section 9C) by the Union after consultation with the Vice President of Human Resources, or his designated Representative. The members of the Union in each such zone shall select the Zone Committeeman from employees who are working in that zone to represent the employees in that specific zone as hereinafter provided in the Grievance Procedure.

#### Section 11.

The Chairman of the Office Committee will give the Company in writing the names of its representatives and the zones which they represent, and Management will likewise give to the Union the names of its representatives at the respective steps.

#### Section 12.

The Chairman of the Office Committee shall have the authority to appoint a replacement for himself and for absent Committeemen. The President shall have the authority to appoint a replacement for himself and/or the Vice President.

If the Union decides to replace any member of the Office Committee or a Zone Committeeman with an employee not normally active in the grievance procedure, such replacement shall not be effective unless the absence is for four (4) consecutive work days or more, except in the case of bereavement, arbitration or negotiation, when such replacement may be for a period of three (3) days or less. This paragraph shall not apply if it becomes necessary to replace the President with an employee from outside the grievance procedure.

The Company will be notified in writing one (1) day in advance of the appointment of any replacement.

### Section 13.

Zone Committeemen shall be permitted to handle grievances for other Zones when the regular Zone Committeeman for that Zone is absent from the plant for the day. His supervisor will approve requests by the Zone Committeeman to leave his Zone in accordance with the foregoing. Upon entering a department outside his regular Zone pursuant to the above, the Zone Committeeman will notify the Supervisor of that department of his presence.

### Section 14.

It is agreed that no Zone Committeeman shall be transferred from the jurisdiction from which he was elected unless he agrees to such transfer, provided there is work in the Zone which the Zone Committeeman is capable of doing.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### PREFACE

The Company agrees to pay for the time used by Union Representatives in handling of legitimate grievances under the conditions outlined in this Article.

The Union agrees not to use Company time for any Union activity except as specified in this Article.

### Section 15.

- A. If an employee has a grievance, he shall report it to his Zone Committeeman, who shall endeavor to adjust such grievance with the Department Supervisor designated to handle grievances for that Zone. Grievances involving trial failures will be filed in the department where the trial failure occurred with the Management Representatives designated to answer grievances for that department, with or without the signature of the grievant who failed such trial. The Chairman, President, Vice President and/or Zone Committeeman, who represent the zone where the trial was held, can file such grievance.
- B. If the oral grievance has not been satisfactorily settled, it may be reduced to writing on a form provided by the Company, signed by the Zone Committeeman and presented to the department supervisor designated to answer grievances for

that zone. This supervisor shall give his written and signed disposition of the grievance and the reasons therefore within twenty-four (24) hours, and in no event longer than forty-eight (48) hours.

- C. Grievances settled under the provisions of this section are not precedent setting and are without prejudice to the position of either party in matters involving another employee, group of employees, or other grievances.

#### Section 16.

If the grievance has not been satisfactorily settled by the Department Supervisor, the Zone Committeeman shall take up the grievance with the Department Head designated to handle grievances for that Zone. The Department Head must give his written disposition of the grievance within forty-eight (48) hours from the time he receives it.

#### Section 17.

If the grievance has not been satisfactorily settled in the preceding step, the Office Committee shall present the grievance at a bi-monthly (first and third Tuesday at 1:30 PM) meeting with Management Representatives, which shall include a Senior Labor Relations Representative, or a person of higher managerial authority. The Management Representative shall give a written disposition within four (4) days.

#### Section 18.

Policy grievances shall be processed beginning with the third step and shall be taken up at an Office Committee Meeting with Management.

#### Section 19.

The Labor Relations Office will be open daily for the purpose of giving information to the Union Officers and Committeemen, and to provide the Union with pertinent information on grievances and for the inspection of personnel records applicable to said grievances.

#### Section 20.

In the event the Union does not receive a disposition to the grievance within the time limits set forth, the grievance may be taken to the next step. The Union shall have the right to appeal any decision of any of the preceding steps to the next succeeding step within five (5) days. Failure on the part of the Union to

appeal a decision to the next step within the five (5) day's limit voids that particular grievance, unless the Union notifies the Company in writing within five (5) working days requesting an extension and the reasons therefore.

#### Section 21.

If the grievance is not satisfactorily adjusted by the Office Committee as a result of its meeting with Management Representatives, the matter may be appealed as outlined under arbitration.

#### Section 22.

An International Representative of UAW shall be permitted to investigate grievances and attend meetings at any step of the grievance procedure at his discretion.

#### Section 23.

It is agreed that no grievance under this contract shall be filed or accepted for processing, involving an act which occurred more than one (1) year before the date of such original filing unless mutually agreed to by the parties. Grievances involving restoration of seniority, layoff or recall shall be exempt from the aforementioned limitation. This shall not apply to any grievance of a veteran returning from the Armed Service, if the act from which the grievance arose occurred prior to his entry into the Armed Service or during his service. However, the financial liability to the Company will in no event exceed ninety (90) days prior to the filing of the written grievance.

#### Section 24.

The Office Committee shall meet with Management when there is need to discuss Union business, and these meetings may be held at the request of either party.

#### Section 25.

Union Representatives shall be required to work at all times except when handling legitimate grievances in accordance with the established grievance procedure. The Union agrees to see that time spent handling grievances will be kept to a minimum, but in no event will the Company be compelled to pay for aggregate Union time, in any one week, in excess of the following schedule:

<u>Number of Representatives</u>	<u>Maximum Number of Hours</u>
7	240
8	255
9	270

**Section 26.**

The President of the Union, the Vice President and the Chairman of the Office Committee shall be permitted to investigate grievances at any step in the grievance procedure.

**Section 27.**

The President, and/or Vice President, and/or Chairman of the Office Committee shall be permitted to visit any plant or division covered by this agreement, during working hours, for the purpose of investigating grievances or working conditions. When any of the above representatives desire to visit a plant other than the one in which he works, he shall notify Labor Relations.

- A. The President and/or the Chairman of the Office Committee, or if they are unavailable, their duly designated representatives, will be permitted to work a split shift from 12:00 Noon to 8:30 PM for the purpose of investigating grievances one (1) day a week.

They will be paid their shift rate of pay for the hours so worked unless they are on second shift, in which case they will be paid their normal shift differential.

- B. The Manager of Labor Relations will be advised of these requests the day before they are to become effective.

(Note: The matter of the third shift will be discussed if the situation arises. The Union agrees that the intent is he will only receive what he would earn on his normal shift.)

**Section 28.**

A Committeeman, when he leaves his work to handle a grievance or grievances, shall notify his Supervisor that he is leaving to handle a grievance or grievances. If the Supervisor is not available, he shall notify Labor Relations. When the Committeeman returns to work, he shall notify his Supervisor that he is checking back to work.



**Section 29.**

The Chairman of the Office Committee, the President and the Vice President of the Union shall report to their Supervisor for the purpose of investigating grievances and coordination with Union Representatives functioning in the grievance procedure. In case their Supervisor is not available, a notification must be made to Labor Relations.

**ARTICLE VI**

**ARBITRATION**

**Section 30.**

- A. If a grievance remains unadjusted after the final step provided in the grievance procedure, either party has the right to appeal to an Arbitration Panel within thirty (30) days following the written disposition of the grievance rendered in accordance with Section 17 except that cases involving retroactive adjustment and/or discharge or disciplinary action shall be appealed within ten (10) days.
- B. Where either party has been notified as indicated above, and the grievance, however, has not been heard by an arbitrator within one (1) year from the date of such notification, (unless the one (1) year is extended by both parties) this particular grievance will be considered as not arbitrable, and the decision rendered in the third step of the grievance shall become final and binding upon the parties. In no case will the financial liability on any grievance extend beyond six (6) months after the date of original filing.

**Section 31.**

- A. A panel of six (6) arbitrators will be established by mutual agreement to handle grievances appealed to arbitration. The designation of the arbitrator will be made by the parties by alternately placing names in preference order from the panel of six (6) arbitrators. The Company and the Union shall determine by lot the order of preference. The arbitrators will then be rotated with each set of grievances taken to arbitration. If the designated arbitrator is not available to serve within sixty (60) calendar days from the date of a mutual request of the parties to serve as arbitrator, his name will go to the bottom of the list and the next arbitrator will be contacted.

- B. If the parties cannot agree on a panel or if either party elects to cancel the arbitration panel as described in Section 31A above, they may, after notice in writing to the other party, request the Director of the United States Conciliation Service, Department of Labor, to submit a list of seven (7) persons, one (1) of whom shall be selected to act as Arbitrator. Within seventy-two (72) hours of receipt of such names, each party shall have the right to strike three (3) names in the following manner: The Company and the Union shall determine by lot the order of elimination.

The winner of first choice shall have the right to decide whether it wishes to make the first elimination or have the loser make the first elimination. Thereafter, each party shall alternately eliminate one (1) name until only one (1) remains. The seventh or remaining named person shall thereupon be accepted by both parties as the Arbitrator.

The parties will meet at a mutually convenient time within thirty (30) working days (unless extended by mutual agreement) from the date of receipt of said list to exercise their right to strike names from the list. If either party does not exercise their right to strike Arbitrators from the list during this thirty (30) day period, the other party may select the Arbitrator and proceed with the case immediately. This paragraph is for the purpose of preventing either party from technically barring Arbitration.

### Section 32.

The Arbitrator shall be empowered to rule on all disputes pertaining to the interpretation or application of this agreement. He shall have no power to add to or subtract from or modify any of the terms of this agreement or any other agreement made supplementary hereto. He shall not establish or change any basic wage rate already in effect. He shall have no power to interpret any State or Federal statute when the compliance or non-compliance therewith shall be involved in the determination of a grievance. Any case appealed to Arbitration which the Arbitrator decides is not arbitrable under this agreement shall be referred back to the parties.

### Section 33.

- A. The fees and expenses of the Arbitrator shall be shared equally by the Company and the Union. The Chairman of the Office Committee and the President or duly designated representatives of the Union shall be paid for time spent in arbitration if it occurs during their regular working hours. In addition, the Company shall pay for time lost from regular

working hours of one additional employee if required as a witness in arbitration. In the case of disciplinary action grievances, two employees may be paid for time lost during regular working hours, if required as witnesses. In no case shall the number of Union representatives paid by the Company exceed four (4).

- B. Unless mutually agreed otherwise, either party may have up to four (4) individuals who may be in attendance during the hearing and may testify and not be subject to the rules limiting attendance and testimony of interested parties. Those four (4) interested parties shall be limited to the following or their designated representatives:

FOR THE UNION

International Rep.  
Local 317 President  
Local 317 Chairman  
Grievant

FOR THE COMPANY

V.P., Human Resources  
Dir., Employee Relations  
Mgr., Labor Relations  
Labor Relations Rep.

- C. In addition, the Union may have up to three (3) Office Committee members paid by the Company, and the Company may have up to three (3) members of management who may be in attendance strictly as observers. These individuals may not participate in the hearing in any manner.

**Section 34.**

There shall be no appeal from the Arbitrator's decision, which will be final and binding on the Union and its members, the employee and/or employees involved, and the Company.

**Section 35.**

The Arbitrator shall render the decision within thirty (30) days after the presentation of the case.

**Section 36.**

Any issue involving interpretation and/or application of any term of this agreement may be initiated by either party directly with the other party. Upon failure of the parties to agree, it may then be appealed directly to the Arbitrator for decision.

## ARTICLE VII

### DISCIPLINARY SUSPENSIONS AND DISCHARGES

#### Section 37.

- A. In the event any disciplinary action of any kind is under consideration or being contemplated on the part of the Company toward any employee, under the terms of this agreement, it is hereby agreed that before such action is taken, and while it is under consideration, the matter will be subject for discussion between the Company and the Union. It is the purpose and intent of this clause to settle all such matters before action is taken, in order that discussion after the act may not be necessary, thereby conserving the time of both the Company and the Union.
- B. Disciplinary Action Procedure. It shall be the right of Management to discipline or discharge any employee for just and proper cause. If it becomes necessary for Management to discipline or discharge an employee, such disciplinary action shall be carried out as follows:
1. The Supervisor must first discuss the matter of contemplated disciplinary action with the Zone Committeeman in the employee's zone. The Supervisor will promptly inform the Zone Committeeman that he is initiating disciplinary action and the reasons therefore.
  2. The Zone Committeeman and the employee shall be given a reasonable time to discuss the matter together and with the Supervisor.
  3. After the discussion, in order to remove the disciplinary action from the realm of personal feeling or argument, the Supervisor will refer the complete history of the discipline to the Department Head designated to handle grievances for the zone where the final penalty will be determined and applied.
  4. During a disciplinary action hearing the Zone Committeeman may call for the services of the President or Chairman of the Office Committee or the Vice President to assist in representing the employee to be disciplined, but in no case shall there be more than two (2) representatives at the hearing.

5. The employee, before he leaves the plant, will be given an opportunity to file a grievance with his Zone Committeeman if he so desires. Grievances involving disciplinary action should be processed beginning with the second step of the grievance. The Chairman of the Committee shall be notified in writing the same day the discipline is taken.
6. Notwithstanding the provisions of B3 and B4 above, the immediate supervisor of an employee may issue written warnings to an employee after complying with the provisions of B1 and B2 above. Written warnings shall be voided and removed from the employee's record after one (1) year from the date of issuance.

**Disciplinary suspensions shall be removed from the employee's record after five (5) years from the date of issuance, upon written request of the employee, if there has been no subsequent disciplinary action resulting in a written warning or disciplinary suspension during this period.**

**If there has been a subsequent discipline impacting the five years, the suspension will be voided when the subsequent discipline is removed.**

7. The employee must acknowledge, by signature, receipt of the written warning, and such acknowledgement is in no way an admission of guilt.
8. The desire of the parties is to reach agreement on grievances involving disciplinary action without recourse to Arbitration. In order that full and complete consideration be given by both parties, all written evidence and/or photographs used in the disciplinary action or in protest of such action will be made available to either party upon request of the other party.
9. If no grievance is filed on disciplinary action within five (5) work days after the employee leaves the Company premises, the disciplinary action will be considered final.
10. The Supervisor may deviate from the procedure presented above when the conduct of the employee to be disciplined is such as to endanger the person or property of others.

In such cases, the employee shall be taken to a private office, and his Zone Committeeman called before he is escorted from the plant.

## ARTICLE VIII

### STRIKES, LOCKOUTS, AND WORK STOPPAGES

The Company and the Union agree that every effort will be made to settle their differences in a harmonious manner and both parties agree to attempt to eliminate the underlying causes which result in disruption of production.

#### Section 38.

During the term of this agreement, the Local Union and the International Union, or either of them, shall not cause, engage in, sanction, or assist in any slowdown, work stoppage, or strike against the Company. Correlative with this provision, the Company agrees not to engage in a lockout.

#### Section 39.

The Company agrees that it will not hold the International Union, UAW, liable for damages resulting from violation of this Article, providing that in the event of an unauthorized work stoppage or slowdown or strike in any form, an authorized representative, of the International Union, upon request of the Company, shall by public notice disavow the stoppage and order the members of the Local to return to work at once.

#### Section 40.

The Union agrees not to engage in any form of unauthorized work stoppage or slowdown, nor to permit its members to engage in any unauthorized work stoppage, slowdown, sitdown, or strike in any form.

#### Section 41.

The Company agrees that it will not hold the Local Union liable for damages resulting from violation of this provision provided that in the event an unauthorized work stoppage occurs, the Local Union immediately instructs its members to cease such stoppage and return to work. In the event employees continue such interruption of work, the Company may take whatever disciplinary action it deems appropriate, including discharge. Any grievance initiated by the Union concerning such disciplinary action shall be started at the third step of the grievance procedure.

## Section 42.

- A. In the event the Arbitrator returns a grievance concerning any of the terms of this agreement without a ruling, the Union reserves the right to authorize a strike, and then only after the steps provided in the International UAW constitution have been followed. This right, however, shall be limited to sixty (60) calendar days following the refusal of the Arbitrator to rule.
- B. The Company agrees to absolve any employee covered by this contract from any disciplinary action as the result of his refusal to cross an authorized legal picket line of any other union of Bell Helicopter Textron employees.

## ARTICLE IX

### SENIORITY

Seniority shall be Company-wide (Company-wide shall be defined to mean all plants now operating or hereafter operating in Tarrant, Dallas and Denton (where coverage is limited to Alliance Airport only) Counties, State of Texas) and layoffs shall be processed in accordance with the terms of this agreement.

Prior to January 1, 1988, each employee currently holding dual seniority in the bargaining unit will be required to declare the seniority they wish to retain, and sign off all other seniority rights in the unit.

Beginning June 8, 1987, any employee hired or promoted with dual seniority will forfeit their previous seniority upon successful completion of their probationary period or upgrade trial period. The employee will begin accruing new union seniority beginning with his new hire date.

#### Section 43. Probationary Period - Hourly Rated Employees

All new employees shall be regarded as probationary employees during the first ninety (90) calendar days of their employment by the Company.

#### Section 44. Probationary Period - Salary Employees

- A. Those in labor grades A-6 through A-8 - three (3) months.
- B. Those in labor grades A-9 through A-11 - four (4) months.
- C. Those in labor grades A-12 through A-15 - six (6) months.

## Section 45.

The probationary period shall be automatically extended for any vacation shutdown or Christmas-New Year holiday period that occurs during an employee's probationary period, provided the employee does not work during those periods. A probationary employee shall have no seniority rights and his retention as an employee is entirely within the discretion of the Company, provided no such employee is discharged because of his membership or activity in the Union. The Union agrees that it shall not bear any responsibility for probationary employees if they are laid off or discharged during their probationary period.

## Section 46. Computation of Seniority

- A. Seniority for the purpose of economic benefits shall be computed in days, months, and years from the date of employment with the Company.
- B. Seniority for all other purposes such as layoff, bumping, recall, etc., shall be Unit Seniority as defined below:
  1. All seniority employees who, as of 8:00 AM June 10, 1957, have established seniority in a classification under the coverage of this Unit, as of that date, and employees covered by Case No. 16-RC2506, will be given hire date seniority in that classification. Probationary employees and employees on upgrade trials on June 10, 1957, will be given hire date seniority upon the successful completion of their probationary period or upgrade trial.
  2. All employees on recall shall have their recall seniority date converted to hire date seniority, but shall be recalled only as against future open requisitions.
  3. Employees entering the union subsequent to 8:00 AM, June 10, 1957, shall hold seniority only from date of entry into the Unit.
  4. Employees upgraded subsequent to 8:00 AM, June 10, 1957, shall be given Unit seniority upon successful completion of their upgrade trial.
  5. Any employee who has seniority rights in Local 317, regardless of whether he is under the coverage of Local 317 at the time of his transfer or not, who is transferred to any plants of the Company located outside the coverage of this Contract, shall forfeit his seniority rights under the Contract regardless of the other seniority provisions of the



Contract. However, this agreement shall not supersede Section 84 or Section 105.

- C. In all situations involving two (2) or more employees with the same union seniority date, the employee with the lowest permanent number shall be treated as the senior employee, and the employee with the highest permanent number shall be treated as the junior employee.

#### Section 47. Preferential Seniority for Union Officers

- A. Members of the Executive Board shall hold the highest seniority in the plants covered by this agreement, and shall not be laid off as long as there are employees remaining on the job who are covered by this Agreement. Such ranking seniority shall only prevail if the Union Officers mentioned are able to perform the available work.
- B. Zone Committeemen will hold ranking seniority in their respective classifications.
- C. No member of the Union Executive Board, Office Committee, or Committeeman shall be promoted to a supervisory position during his term of office and for six (6) months following the expiration of his term of office, unless the Local Union agrees to such promotions and signifies same in writing signed by a majority of the Office Committee, including both the President and Chairman of the Committee.

#### Section 48. Seniority Lists

The Company shall keep the seniority lists up-to-date by supplying weekly lists of terminations, hires, and transfers, and each month shall give six (6) copies of the seniority lists to the Union.

#### Section 49. Seniority, Loss of

An employee shall lose his seniority rights under the following conditions:

- A. If he has been continuously laid off for a period equal to his total seniority at the time of layoff, or he has failed to notify the Company, in writing, within three (3) years following layoff, of his desire to remain on the recall list, or he fails to notify the Company once each layoff year following his third year of layoff. Notification to the Company must be made either by certified mail, return receipt requested, or by personal appearance at the Company Employment Office, where a stamped receipt will be issued. The notification will be considered valid if received within thirty (30) days either

side of the anniversary date of the layoff. Employees with less than two (2) years of seniority may be laid off for two (2) years before losing seniority.

- B. If he quits.
- C. If he is discharged.
- D. If he is absent for five (5) consecutive working days without properly notifying the Company, unless a satisfactory reason is given.
- E. If he fails to comply with requirements for obtaining a sick leave of absence as outlined in Section 81A.
- F. If he retires or is automatically retired under the terms of the Pension Plans.
  - 1. An employee who has been retired on a total and permanent disability pension who thereby has broken his seniority in accordance with Paragraph F above, but subsequently recovers, shall be reinstated and shall have his seniority reinstated back to the seniority date he had at the time he went on total and permanent disability.
  - 2. If an employee retired for reasons other than total and permanent disability, who has lost seniority in accordance with subsection 49F above is rehired, such employee will have the status of a new employee, except for the purpose of applying the provisions governing Holiday and Vacation pay.
- G. If an employee is terminated under the provisions of Section 81F1, and is eligible and receiving Long Term Disability Benefits and who thereby has broken his seniority, but who recovers and is subsequently reinstated, shall have his seniority reinstated as though he had been continued on Sick Leave of Absence during the period of disability.
- H. If he fails to reply or accept the highest job he held within six (6) working days after the mailing of a certified or registered letter (return receipt requested) to his address as qualified in Section 54C, and does not give a satisfactory reason.

#### Section 50.

Where a Union Representative is allowed up to eight (8) hours per day for the purpose of Union representation, he shall retain his classification and rate he had at the time of his election, provided however, that he shall not be deprived of the right to upgrade in the

same manner as any other employee. He shall retain this right during his term of office only.

## ARTICLE X

### LAYOFFS, BUMPING, RECALLS AND TRANSFERS

#### Section 51. Layoffs

- A. Seniority shall govern with respect to layoffs and recalls in accordance with the terms of this agreement.
- B. Where there is a decrease in employment, the following procedure shall be followed: Probationary employees within the classification in which a surplus occurs shall be laid off first.
- C. When there is a surplus of employees in any classification, the employees with the lowest seniority in that classification shall be declared surplus. These surplus employees shall be entitled to bump into other classifications in accordance with the terms of this agreement.
- D. In times of reduction in force, an employee may elect layoff in lieu of bumping, or elect layoff in place of a junior employee in the same classification.

When a salaried classification in a department is reducing the number of employees and the low seniority employee to be surplus is in another department, the senior employees in the reducing department will have the right to exercise a bump in lieu of the low seniority employee in the reducing department. The employee must have presented a written AVO to Placement prior to the posting of the surplus. An employee may only exercise this option once per calendar year.

- E. All layoffs in lieu of bumping, and all layoffs in place of a junior employee must be selected in advance per Section 52D.
- F. Layoffs for not more than a ten (10) work day duration shall be confined to the department and classification in which production curtailment occurs. Extensions of this period or exceptions to this procedure must be agreed to between the Company and the Union.

- G. Notwithstanding other provisions of this Contract, the Company will be liable for any error on a separation layoff only from the date of the filing of a written grievance bringing said error to the Company's attention.
- H. In case of error by the Company in moving a surplussed employee and such error is brought to the attention of the Company through a written grievance, the Company shall make an adjustment within forty-eight (48) hours without financial liability.
- I. The Company will submit to the Office Committee, **one hundred-twenty (120) hours** before a surplus, a list of employees who are declared surplus, showing their classification and seniority status. The Company will also submit to the Office Committee a list of names of employees who are sent notices for recall the following day after such notices are sent, together with a list of the jobs for which they are being recalled. The **one hundred-twenty (120) notice** will not be given in circumstances beyond the control of the Company, such as cancellation of Government contracts by the Government, or act of God. The Union will be furnished a weekly list of all layoffs.
- J. **Claiming - Seniority employees involuntarily surplussed to the street and employees on recall from the street will be allowed to claim jobs posted in Placement after exhaustion of recalls, surplus activity and qualified bids.**

**Active employee claims must be made to the Placement Office at least forty-eight (48) hours prior to the effective date of the surplus.**

**If an employee claims they can perform the work, they must prove by their employment record with the Company, skill profile and/or their employment applications, that they have had actual experience doing the work of the job they are attempting to claim for a period of time at least equal to the length of the minimum experience set out in the job description. Further, they must currently possess any valid licenses required, and/or meet any physical standards set out in the job description. If they meet the above requirements, they will be given a trial period of up to thirty (30) days to demonstrate their ability to do this job.**

**For wage purposes only, employees claiming jobs from the street will be treated as entering the claimed position from the last labor grade held prior to their layoff to the street.**

## Section 52. Bumping, General

- A. A junior employee is defined as an employee with the least Unit seniority in a specific classification.
- B. The Union and the Company agree that veterans applying for reinstatement after their discharge from the Armed Service may use experience and/or skill acquired while in the service as a basis for bumping. However, in no case shall he be allowed to bump into a labor grade higher than that which he held prior to his entry into Military Service.
- C. In the event the veteran has sufficient seniority to be reinstated in the job he held prior to his entry into the Armed Service, he shall be reinstated in that job.
- D. Employees may change their bumping options once each month, to be effective the first work day of the first full work week of the following month. Such changes must be received in the Placement Office by 4:30 P.M. on the 20th of the month.

## Section 53. Bumping Procedure

### A. Salary Employees

Qualification of an employee exercising his bumping rights shall be judged as outlined in Article XI, Section 56, Paragraph C.

A surplussed employee will be eligible to bump into another job classification provided he is qualified to perform the duties of such classification, in accordance with the following steps:

Step One - A salary job classification in the same labor grade.

Step Two - A salary job classification in the next lower labor grade and so on until all possibilities of bumping have been exhausted in salary classifications.

Step Three - After all possibilities of bumping in a salary classification have been exhausted, the salaried employee may either exercise an option to take a layoff or to bump into an hourly rated classification for which he is qualified.

The bumping rights of a salaried employee who exercises his option to bump into an hourly rated classification and is subsequently surplussed from the classification will be as outlined under the bumping procedure for hourly employees.

## B. Hourly Employees

1. To show the bumping rights of employees in hourly rated classifications, reference is made to a bumping manual. This manual is arranged as follows:
  - a. There is a separate sheet for each hourly rated job classification.
  - b. The job title listed at the top of each sheet shall be designated for purposes of identification as the PRIMARY classification. Listed at the top of each sheet is also the job code and labor grade of the PRIMARY classification.
2. Under the caption "Can Bump" on each sheet, are listed the job classifications designated as SECONDARY classifications into which an employee occupying the PRIMARY classification is eligible to bump into as indicated.
3. An employee who is to be downgraded due to a reduction in force shall be removed from his classification according to seniority and then shall be allowed to:
  - a. Use his Unit seniority to bump a junior employee in the secondary position to the job from which he was surplussed.
  - b. To return to a position formerly held in any other job grouping based on his seniority rights established in that position.
4. Bumping from the PRIMARY to a SECONDARY classification will be in descending order of labor grade as listed, except where more than one SECONDARY classification falls in the same labor grade. In such case, the employee may exercise a choice of such classification where seniority permits.
5. All conditions of a conditional bump must be satisfied prior to the posting of a surplus.

### Section 54. Recalls, General

- A. Where there is an increase after layoff, the reverse of the layoff procedure shall be followed, except as indicated below, unless a more satisfactory method is mutually agreed to.

- B. For the purpose of recalling an employee, the Company will send a registered or certified letter (Return Receipt Requested) to their last address on record in the Placement Office. The Union will be given a copy of this letter. If the employee does not reply within six (6) working days from the date of mailing or report within four (4) working days from their acceptance, they are removed from the recall list in accordance with the provisions of I and J below.
- C. The Union recognizes the responsibility of the employee to keep the Personnel Placement Unit of the Company informed as to his correct address and agrees that in such cases where the employee has not done so, the responsibility of the Company does not go beyond the sending of the notice to the employee's last known address.
- D. Employees who accept a job at time of recall, must report to work within four (4) working days of the time they accept the job. Employees failing to report within four (4) working days shall be considered as having not reported and shall be removed from recall for that job or equal and lower labor grade job classifications on that bumping chart, unless a satisfactory reason is given.
- E. Employees being recalled shall have no option of shift or choice of facility.
- F. An employee with seniority greater than employees on the surplus list who elects to be laid off, shall waive the right to recall in line with his seniority and shall take his place at the bottom of the seniority list in the classification which he holds and will not be recalled until the recall list for his job classification is exhausted. When recalled, the employee's seniority shall be his original seniority date.
- G. If there is an error in recalling a laid off employee, the Company will be liable only from the date a written grievance is submitted to the date the Company sends the recall notice by registered or certified letter, return receipt requested.

The Union will be given a weekly list of employees who return to work in response to a recall, as well as rehires, reinstatements and new hires.

- H. An employee presently occupying a classification in the same labor grade as another classification to which the employee has recall rights, will not be recalled to the other classification unless a written request is made to Placement.

Such requests shall only be honored as against open requisitions, and in the event there is more than one such request, the senior employee who has a lateral recall request in at the time the requisition is date stamped into the Placement Office, shall be given first opportunity for recall. Employees who request and accept lateral recall cannot request a lateral recall back to the classification held prior to their acceptance of a lateral recall.

I. Recalls - Hourly Employee

An employee will be recalled as follows:

For any classification previously held and also for job classifications in which he has established rights according to the bumping procedure and manual covering hourly rated employees unless he indicates, at the time of layoff, by signing off any such jobs for which he does not wish to be recalled. If an employee elects to replace a junior employee in a classification other than any classification in the next lower labor grade in which he has established bumping rights, he shall forfeit recall rights to such classification while in the plant, unless he later obtains a classification equal or higher, or is surplussed from the job he entered when he forfeited recall rights. Employees failing to reply within the six (6) working days mentioned in (B) above shall be removed from the recall list of that job and of all other jobs of equal or lower labor grades in that bumping chart and all other jobs of equal or lower labor grades in other bumping charts if the jobs are common to both bumping charts, unless a satisfactory reason is given. If an employee held seniority in more than one bumping chart, he shall be recalled in each one in accordance with the above provisions. Employees failing to report within the four (4) working days mentioned in (D) above shall be removed from the recall list of all but the highest job classification in that bumping chart, and they will be removed from the recall list of all jobs in other bumping charts if the jobs are common to both bumping charts. In the event the employee will not accept the position available, he will be removed from the recall list of that job and of all other jobs of equal or lower labor grades in that bumping chart and all other jobs of equal or lower labor grades in other bumping charts if the jobs are common to both bumping charts.

J. Recalls - Salary Employees

An employee shall be notified when his seniority entitles him to recall for a job in any classification which he previously held, or any lower labor grade job in that series, unless he indicates, at time of layoff, by signing off any such jobs for



which he does not wish to be recalled. If an employee signs off a job, he shall forfeit recall rights to such classification while in the plant, unless he later obtains a classification equal or higher, or is supplanted from the job he entered when he forfeited recall rights.

If an employee fails to reply within the six (6) working days mentioned in (B) above or fails to report within the four (4) working days mentioned in (D) above or will not accept the position available he will be removed from the recall list of all jobs of that labor grade and all lower labor grade jobs to which the employee has recall rights, unless a satisfactory reason is given.

#### Section 55. Transfers

A. Definition - A transfer shall be defined as a change in shift, facility, department or classification. Classification transfers shall be limited to temporary transfers only.

#### B. Types of Transfers

1. Temporary - The selection of employees to be transferred on a temporary transfer shall rest solely with Management. The temporary transfer of an employee shall not be for more than thirty (30) days except in those cases where the temporarily transferred employee is replacing another employee who is on leave and/or such cases agreed to by the parties. The Company agrees that such transfers will not be made in an arbitrary or capricious manner.

2. Permanent - In the case of permanent transfers, seniority shall be the sole determining factor in 75% of all such transfers within each three (3) month period. The Union will be notified prior to the Company utilizing the 25% clause.

#### a. Department (within a shift)

In cases where there is a reduction in force in a classification in one department and an increase in force in the same classification in another department, the senior workers in the reducing department shall have preference to be transferred. If not enough volunteers are secured in this manner, the remaining needs shall be filled by transferring employees with the least seniority in the classification in the department where the reduction occurs.

b. Transfer of an entire department.

In cases involving the transfer of an entire department, where only facility changes are involved, the Company has the right to transfer the entire department as a unit. (55B2b is an exception to 55B2a above.)

3. It is mutually understood by the parties that there will be circumstances in which an employee becomes physically or mentally incapable of performing the duties of their current job, but may be capable of performing other available jobs.
- a. The degree, duration, and any associated limitations must be certified to in writing by the employee's personal physician and the Company physician after they have performed any evaluation procedures they deem necessary, and after they have personally observed both the current work assignment and any claimed work assignment being performed on site. If these physicians' opinions are in conflict, or any person fails or refuses to actively participate, the parties shall refer the employee to a third physician, mutually agreed upon, whose decision with respect to the above shall be final and binding on the Union, the employee involved, and the Company.
  - b. In determining other available jobs the parties shall first examine work within classification, then jobs in the employee's bumping chart in which the disabled employee has more seniority than the incumbents, and then open assignments the employee claims they can successfully perform.
  - c. Disabled employees claiming they can perform the duties of a skilled or semi-skilled job must prove by their employment record with the Company or their employment application that they have had actual experience doing the claimed job for a period of time equal to the minimum experience set out in the job specification, and must possess any required certifications. If they meet the above requirements they will be given a trial of up to thirty (30) working days to demonstrate their ability to perform the duties of the claimed job, seniority providing.
  - d. Employees displaced by disabled employees shall be treated as surplus with full bumping rights as outlined under the contract.

- e. If there is no work available because of seniority provisions within the disabled employee's limitations they shall be laid off with recall rights to those jobs that they can perform.
4. Any employee who has been permanently incapacitated at their work by injury or compensable occupational disease while in the employ of the Company to the extent that they are unable to return and perform the available work in their normal job assignment within thirty (30) calendar days from the date they are released to return to light duty, shall have their case reviewed by a joint committee, who will place them in another job within their classification, or in another classification at a rate of pay as comparable as possible to their former rate, seniority permitting.

Should an employee be seriously incapacitated at their work by suffering an injury or compensable occupational disease which results in a limitation that limits a major life activity such as seeing, hearing, speaking, walking, breathing or learning, (examples - loss of a limb or the sight in any eye) they shall have their case reviewed by a joint committee, who will place them in another job within their classification, or another classification at a rate of pay as comparable as possible to their former rate regardless of the seniority provisions of this agreement. An employee so placed shall hold top seniority in the new job or in the new classification.

The joint committee shall be comprised of the Vice President of Human Resources, or their designated representative, and one (1) other designated representative of Management, and the President and Chairman of the Local Union or their designated representative.

5. **When employees are temporarily medically restricted by their treating physician from performing the essential functions of their job they may be assigned to other tasks for up to one-hundred twenty (120) calendar days. In determining other available jobs the parties shall first examine work within classification, then jobs within the employees bumping chart, and then any other assignment they are capable of performing.**

**The Union will be provided a weekly list of employees assigned to light duty by name, classification, department, shift, and facility.**

### C. Shift Preference

The senior employees shall have preference in order of seniority for any shift once only after **June 26, 2000**. The employee shall indicate his desire to exercise his shift preference by completing Form No. 7826 55102 Rev. 1069, titled "Employee Shift Preference." An employee who has exercised his shift preference and is later removed involuntarily from that shift shall be entitled to reinstate his shift preference.

After an employee has obtained the shift of his choice by exercising a shift preference as indicated above, any voluntary change of shift thereafter shall be made by request in writing (completion of Form No. 7826 56279, Rev. 1069, titled "Shift Change Request") as against open requisitions in order of employees' seniority. The employee shall receive a date receipt for such request. Transfers by such request against open requisitions shall not be permitted more frequently than at six month intervals. For the purpose of this paragraph, open requisition shall be defined as a requisition that is increasing the number of employees in a classification on a given shift, or a requisition that is replacing an employee on that shift who has either upgraded or terminated. Exceptions to the above shall be made when the establishment or expansion of a new shift in a department or an emergency requires a nucleus of experienced workers. In such situations, the assignment of employees with greater seniority within a classification to a shift other than the one they are on shall be limited to thirty (30) days.

An employee who exercised his shift change request or his facility preference or both and is later removed involuntarily from that shift or that facility shall be entitled to reinstatement of both his shift change request and his facility preference for that calendar year only.

In the event it is necessary to transfer employees to a different shift and there are no Employee Shift Preferences (Form 7826 55102, Rev. 1069) on file, the junior employees in the classification on the shift that is reducing shall be transferred to the other shift.

When a new third shift is created in any department, the Company will recognize Shift Change Requests (Form 7826 56279 Rev. 1069) as well as Employee Shift Preferences (Form 7826 55102 Rev. 1069) before filling vacancies by forced transfer of junior employees.

**Employees have no choice of department of facility on a shift preference, and a shift preference may not be exercised against an employee on a upgrade trial or while on probationary period.**

D. Facility Preference

Employees shall have the right to transfer against open requisitions in the same classification at other facilities. For the purpose of this paragraph, "open requisition" shall be defined as a requisition that is increasing the number of employees in a classification at a given facility or a requisition that is replacing an employee at that facility who has either upgraded or terminated. Surplussed employees shall be processed prior to honoring such requests, the employee shall be responsible for making such request in writing on Form No. 7826 56127, Rev. 678, titled "Facility Preference," and such transfers shall be limited to one (1) in each calendar year. The senior employee who has his request in at the time the requisition is date stamped into the Placement Office shall be given first opportunity to transfer.

An employee who exercised his facility preference or his shift change request or both and is later removed involuntarily from that facility or that shift shall be entitled to reinstatement of both his facility preference and his shift change request for that calendar year only.

E. Transfers shall not be used as a disciplinary measure.

F. A weekly list of all transfers shall be furnished to the Union.

G. Transfers to Supervisory and Other Positions

Employees with two (2) years or less seniority who are transferred or promoted to supervisory or other positions outside of the bargaining unit will hold and accumulate seniority in the bargaining unit for a period of time equal to their seniority at the time such promotion or transfer occurs, and if continued in the non-covered position beyond this period, shall lose their seniority in the bargaining unit. Employees with two (2) or more years

seniority shall continue to accumulate and hold seniority in the bargaining unit. Employees who are transferred or promoted into positions outside the bargaining unit shall, in the event of layoff or demotion in their non-covered position, be returned to the unit in line with their accumulated seniority. No employee shall be compelled to accept a transfer to a position not covered by the bargaining unit. Employees transferred into the bargaining unit, from positions which are excluded from the unit, shall have seniority from the date of such transfer for purpose of bumping, layoff, recall, etc.

Before an employee is transferred to a job outside the coverage of the unit, the Union and the Company will discuss with the employee the affects of such transfer on the employee's seniority, and the employee's rights to return to the unit. The employee will be required to indicate in writing that the discussion took place.

- H. An employee on upgrade trial may not exercise a shift preference, shift change request or facility preference while on his upgrade trial.

**Note: The Union will be provided access to all active shift preferences and shift change request on a daily basis.**

- I. All active requisitions in the Placement and Employment Offices shall be re-date stamped on the first of the month following thirty (30) days from the original date stamp.

## ARTICLE XI

### UPGRADING

#### Section 56. Job Posting and Bids

- A. At regular six (6) month intervals, (Monday following June 1st and December 1st) the Company will post all classifications covered by this agreement. Seniority employees will have the right to bid for any three jobs during the seventy-two (72) hours posting period. Bid forms will be provided by the Company and may be obtained from Department Heads. Bids will be made in duplicate and the employee shall receive a receipted copy. Bid forms must be completed and submitted to the Department Head during this seventy-two (72) hour period of posting. Employees will be notified when their bids are either accepted or rejected for upgrade. The bidding procedure will be as follows:

- B. All employees will be eligible to submit three (3) bids for classifications in an equal or higher labor grade, provided the job of an equal labor grade grants the employee an opportunity of upward progression.
- C. As vacancies or openings occur, employees who have bid for the classification will be considered for the opening in seniority order, except as in (2) below. In the review of applicants for an upgrade trial, employees who have submitted bids from an equal labor grade will be considered only after all bids from lower labor grades have been exhausted. In judging the applicant's qualification to perform the work required in the open classification, the information contained in the Employee Skills Profile will be considered. That information includes the following:
1.
    - a. The work record at Bell Helicopter Textron.
    - b. The work record shown on his applications for employment.
    - c. His military service records which must be supported by Military Occupational Specialty numbers.
    - d. Requirements as agreed to by the parties.
  2. In selecting qualified bidders for openings in salaried jobs, the Company shall have the option of selecting either the senior qualified bidder Company-wide (regardless of whether it be from an hourly or salaried job) or the senior qualified bidder who holds or who has successfully held the lower job classification in the same occupational series as called out in Appendix A in this contract.
  3. Employees shall be advised of their wage rate at time of notification.
- D. If an applicant is accepted, they will be granted a trial period not to exceed thirty (30) calendar days to demonstrate their ability to perform the work. If an applicant fails the upgrade trial, they will be returned to the Placement Section who will take the necessary action in returning them to their former classification. If no qualified bidders are found, or all bids are exhausted, the Company may elect to either hire from outside, promote via the Supervisor's Option, or promote and classify a trainee.

For Supervisor's Options, Employee Relations will consider language found on the job specification and any pertinent

language found on the requisition, as well as input from the hiring supervisor to direct the internal search. Multiple resources will be utilized to generate potential internal candidates including:

1. Any remaining non-qualified bidders from the immediate bid list.
2. Skills Profile Pool.
3. Self-Nomination.
4. Inside Referrals.
5. Outside Referrals.
6. Union Nomination.

The employment record of each suitable potential internal candidates will then be subject to an evaluation, and the credentials of any remaining potential internal candidates will be forwarded to the interviewing supervisor for their consideration. Consideration of credentials is not entitlement to an interview.

If the Company cannot find a suitable internal candidate through this method it may elect to fill the vacancy by new hires, trainees or transfers as outlined under the transfer clauses of this contract.

In the event openings are filled by transferring or reclassifying an employee from outside the coverage of Local 317, such employee will be granted a trial period not to exceed thirty (30) calendar days to demonstrate their ability to perform the work. If an employee who is transferred or reclassified from outside the coverage of Local 317 fails the trial, the failure will not be the subject of a grievance unless the employee was failed because of membership or activity in the Union.

Notwithstanding the above, for jobs in labor grades A-12 and above only, the Company has the option to extend the upgrade trial period for a period not to exceed thirty (30) additional calendar days.

The upgrade trial period shall be automatically extended for any vacation shutdown or Christmas-New Year holiday period that occurs during an employee's upgrade trial, provided the employee does not work during those periods.



The parties may, by mutual agreement, extend an upgrade trial period for an amount of time equal to any absences of an employee.

- E. As new jobs are created or as vacancies occur, qualified seniority employees who have bid for the job shall be eligible for upgrading before new employees are hired. This will apply to "primary" and "secondary" openings, but will not apply otherwise.
- F. Probationary employees shall be eligible to bid at the regular six (6) months posting period, but will not be eligible for upgrade until after their probationary period is over and then in line with their seniority.
- G. Employees who are absent for the entire seventy-two (72) hour regular six (6) months posting period will be permitted to submit a bid during the seventy-two (72) hour period immediately following their return to work. It shall be the employee's responsibility to submit such bid. Such bid will be dovetailed into the existing bid list as received in order of seniority, and their bid will be considered only against future openings; seniority shall not be retroactive.
- H. The Company, may at their option, post any jobs in the interim periods between the regular six (6) months posting. Interim postings are for a forty-eight (48) hour period.

Employees in the plant during the forty-eight (48) hour period shall be eligible to bid. A new bid under these conditions will automatically cancel an equal number of previously submitted bids, to be selected by the employee.

- I. An employee who bids but is on a leave of absence for any reason when it is his turn for upgrade, will be passed over, but will remain on the eligible list to be upgraded as against the next opening.
- J. Any employee who is accepted for a job for which he bid must remain in that job until the next regular posting period, except by mutual agreement between the Company and the Union.

An employee who for any reason refuses to accept an upgrading or upgrading trial when it is offered to him shall have his bid for that classification voided and shall not be eligible to bid for the same classification until the next regular six (6) month posting period or next interim posting.

- K. As each employee becomes eligible for upgrading and/or recall from within the plant the employees shall be moved or adjusted within fifteen (15) calendar days from the date of eligibility.
- L. If an employee satisfactorily demonstrates his ability to perform the work required in the new classification, he shall carry his full unit seniority in the new classification upon successful completion of the trial period.
- M. After an employee has successfully completed his trial period, his rate shall be adjusted in accordance with the provisions covered under Promotional Increases, Article XIII, Section 67, and made retroactive to the date of his entrance into the classification.
- N. All claims for back pay arising as a result of the application of the provisions regarding upgrading and promotions will begin on and be retroactive to the date of the filing of the employee's written grievance except as called out in K & M above.
- O. At the regular six (6) months posting period, all bids previously submitted shall become void and only those bids received on the current posting will be considered.
- P. It is agreed that the ten (10) day period following the regular six (6) month posting shall be a grace period for processing the new bids, and that during this ten (10) day period, the Company may use existing bids, or in the event there are no qualified bidders may transfer or hire to fill open requisitions.
- Q. An employee who has failed an upgrade trial will not be eligible for another trial in the same classification unless:
1. The employee has secured additional qualifying experience by working in a job, the nature of which qualifies that person for an upgrade to the position for which the employee is seeking a second trial.
  2. The additional experience indicated in (1) above must comply with the minimum listed hereunder:
 

Labor Grades T-4 thru T-1	4 mos.
Labor Grades A-6 thru A-8	4 mos.
Labor Grades A-9 thru A-11	8 mos.
Labor Grades A-12 and up	12 mos.
  3. It is understood and agreed that this procedure is only applicable for the second trial period in the same classification.

4. It is understood and agreed that no employee shall receive two (2) upgrade trials to the same job classification in the same bid period.
- R. It is agreed that in the event an employee has bid for a higher job, but is retained in his present job pending investigation of his qualifications for the higher job, or because his services are needed to complete work that he is now engaged in, and who subsequently qualifies for the higher job, shall have one (1) day greater seniority in the upgraded job than any junior employee upgraded or any employee hired after the effective date of the new bid list as set up in (A) above, into the upgraded job. This paragraph shall apply in interim postings as well as regular postings.
- S. An employee on upgrade trial, who is prevented from completing his trial for any reason other than trial failure, will have his bid (for the classification for which he was on trial) reinstated for the remainder of the bid period in effect at the time his trial was discontinued.

In the event the employee subsequently becomes eligible for another trial in the same classification, such trial will be considered as a completely new trial and any time spent on the previous trial will be ignored.

## ARTICLE XII

### HOURS OF WORK AND OVERTIME

#### Section 57.

- A. The standard work shift shall be:
- 1st shift - 8:00 a.m. - 4:30 p.m.
  - 2nd shift - 4:30 p.m. - 1:00 a.m.
  - 3rd shift - 1:00 a.m. - 8:00 a.m.
- B. The work week shall start on Saturday at 8:00 a.m. and go to the following Saturday at 8:00 a.m. However, during the term of the 2000 Collective Bargaining Agreement the Company anticipates implementation of ATLAS (Attendance Time and Labor Accounting System). With this implementation the work week shall start on Monday 8:00 a.m. and go to the following Monday at 8:00 a.m.
- C. The third shift will receive eight (8.0) hours pay for their standard six and one-half (6.5) hour work day.

- D. The second shift premium is fifty (50) cents per hour, and the third shift premium is fourteen (14) cents per hour.
- E. The Company may temporarily change the starting time of any employee for up to two (2) hours prior or subsequent to their standard starting time by mutual agreement. An employee may request such a change due to hardship.
- F. The Company may, after notification to and discussion with the Union (at least one working day prior to the change), change the regular starting times of any of the shifts of a classification within a department, in a facility in the Data Processing, Purchasing, Labor Accounting, Spares Administration, Transportation Administration, Data Release, Materiel Requirement Control and Materiel Controls/Services areas where they perform a support function for up to and including two (2) hours prior or subsequent to the normal starting times. Such changes shall be for at least one (1) calendar week duration. In the event the starting time for the first shift is advanced, the standard work day and standard work week for the first and second shifts, as defined in Section 57A above, will be adjusted accordingly. In the event the starting time for the third shift is advanced (while the third shift starts on the calendar Monday), the standard work day and the standard work week for the third shifts, as defined in Section 57A above, will be adjusted accordingly.

The parties may, by mutual agreement, extend the above provision to additional classifications, departments, shifts and facilities.

In a situation where the entire classification is not needed, the requirements will be filled by securing volunteers by department, shift and facility, in seniority order. If there are not a sufficient number of volunteers, the needs will be filled by requiring employees to work the irregular shift, using inverse seniority, by department, shift and facility.

- G. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any work day, forty (40) hours in any work week and for all work performed on Saturday. Double time shall be paid for all work performed on Sunday and on holidays.

#### Section 58.

- A. Extra work during periods of part-time operation and overtime shall be equalized among the classification engaged in similar work among the group working in the classification in the

department, shift and facility within reason (except as indicated in Appendix B).

This shall not be construed to mean that an employee will be granted overtime work if he needs an unreasonable length of time to familiarize himself with the work. If additional workers are needed, they may be obtained from other departments.

- B. An employee who is transferred or reclassified into a new overtime group shall be credited with the mean average overtime hours of the group into which he enters. A probationary employee or an employee on upgrade trial in any overtime group shall not work overtime unless all seniority employees in the same classification in that overtime group are working. A probationary employee, when he completes his probationary period, and an employee on upgrade trial, when he completes his upgrade trial, shall be credited with the mean average overtime hours of the group he is in.
- C.
1. If an employee refuses to work overtime, he shall be considered as having worked the overtime. However, an employee will not be charged for refusing to work overtime falling between his last scheduled work day and his scheduled return to work from a vacation.  
  
If an employee is asked to work overtime during the last thirty (30) minutes of his shift, and such overtime is to be worked following the conclusion of his shift, the employee may refuse the overtime without being charged with such refusal.
  2. When an employee is on a short term military leave of two (2) weeks or less, he shall not be charged with any overtime that he may have been eligible to work during this military leave of absence. This leave period includes the weekend immediately preceding, and the weekend immediately following the leave. This leave period also includes one (1), but no more than two (2) working days prior to and/or one (1), but no more than two (2) working days following the leave provided the employee needs this additional time and provided further that this is supported by his order to report for military duty. This in no way extends the two (2) week period of wage differential as set forth in Section 82B of this agreement.
- D. If an employee is absent on the day overtime is given out, he will be charged with time worked provided that it is his turn to work, and further provided that he is not on

vacation, jury duty, on bereavement or at a compensation hearing, or as provided below:

1. If an employee is legitimately absent on Friday, and it is his turn to work on Saturday, he may work ONLY if he contacts his Supervisor not less than two (2) or more than four (4) hours prior to the normal termination of his shift on the Friday in question and after the number of employees scheduled to work has been determined. It shall be SOLELY the responsibility of the employee to contact his Supervisor - the Supervisor shall have NO OBLIGATION to contact the employee.
  2. When an eligible employee leaves work early on the day that the week-end overtime list is given out, he must telephone his Supervisor not less than two (2) or more than four (4) hours prior to the normal termination of his shift to confirm that he will work - otherwise he shall be charged with a time worked. If he has been officially notified to work before leaving early, a call will not be necessary.
- E. All overtime worked and/or refused will be recorded on the overtime roster within a week's time.
- F. When an employee is surplussed out of a classification, the following methods of assignment of overtime shall prevail.
1. When an employee is surplussed out of a classification, either as a result of being on a surplus list, or as a result of being bumped, and he is forced or chooses to leave the unit, he shall no longer be considered eligible to work overtime under the terms of the overtime section of the contract after the end of the shift on the day that his actual surplus becomes effective.
  2. When an employee is surplussed out of a classification either as a result of being on a surplus list, or as a result of being bumped, and he bumps into a job within the coverage of the unit, he shall be considered eligible, under the terms of the overtime section of the contract, in the classification from which he is being bumped or surplussed, to work overtime following the end of the shift on the day that he is effectively bumped or surplussed, and/or for the weekend overtime, provided that day is the last working day of that week.

Section 59.

In the event of a severe reduction of working force, requiring a layoff of individuals with seniority, the Company and the Union will jointly discuss and agree upon the problem at the time of such layoff, with reference to the length of the work week and the schedule of hours. However, such discussion shall take place at least ten (10) days prior to such layoff, if possible. Any reduction in hours from the standard work week shall not result in a work week less than thirty-two (32) hours [four (4) consecutive days], and reduction below this level will be only justified by special conditions. Any reduction below thirty-two (32) hours must be mutually agreed upon by the parties.

Section 60.

- A. When employees in the bargaining unit are called in for weekend or holiday overtime work, Union Representatives will also be called in according to the following ratio:

<u>Number of Employees</u>	<u>Union Representatives</u>
0 - 25	None
26 - 100	One
101 - 200	Two
201 - 300	Three, Etc.

Union Representatives called in for such overtime work shall handle only grievances where the act creating the grievance occurs during the overtime period.

- B. Union Representatives assigned to work overtime under the above will be assigned to a specific department or departments, and in no case will one (1) department be assigned to more than one (1) Union Representative. The Chairman will endeavor to assign Representatives so that there will be as little travel between facilities as is reasonably possible.

Section 61.

The Company will notify the Chairman of the Committee of the number of Union Representatives to be called in and the classification of work involved not later than 2:30 PM on the Friday preceding the overtime work.

The Committee Chairman will notify the Company of the names of the Union Representatives able to perform the available work who are to be called in for the overtime work. Such Union Representatives will be selected from among those who ordinarily represent the employees called in for overtime. If no such Union Representative is available, the Union will waive the right to representation during the overtime period.

## ARTICLE XIII

### WAGE PROCEDURES

#### Section 62

- A. The Company agrees to grant General Wage Increases and Lump Sum Payments as follows

1. GENERAL WAGE INCREASES

- 3.0% general wage increase effective June 12, 2000.
- 3.0% general wage increase effective June 11, 2001.
- 3.0% general wage increase effective June 10, 2002.

2. LUMP SUM

Upon ratification of the contract, a bonus of \$1,700 will be paid on July 23, 2000 to all employees in the bargaining unit and either on the active payroll or on authorized leave of absence on June 25, 2000.

Employees will have a choice to have the ratification bonus applied to the Textron Savings Plan as an elected compensation deferral. The directed contribution will be matched by the Company \$.50 on the \$1.00 in Company Stock. The directed contribution and the Company match will be made on a tax deferred basis. The directed contribution is subject to all of the rules of the Textron Savings Plan and applicable IRS regulations and rulings.

If an eligible employee chooses to direct their ratification bonus into the Textron Savings Plan, prior to September 1, 2000 the employee will be given the option to direct the Company to withhold \$1,700 which will be placed in the Textron Savings Plan and matched by the Company as indicated above.



## B. COST-OF-LIVING ALLOWANCE

1. Cost-of-living adjustments will be granted quarterly based on .3 equals one (1) cent change in the three-month average of the Consumer Price Index for Urban Wage Earners and Clerical Workers, (Revised Series) (CPI-W) now published by the Bureau of Labor Statistics (1967=100).

NOTE: In case of a reduction in the BLS index in a quarter, the decrease wage adjustment will be made in the same manner that the increase wage adjustment was made, except that in no case will the minimum of the rate ranges be reduced. In order to be eligible to receive any quarterly cost-of-living adjustment, the employee must have been on the payroll for the entire quarter immediately preceding the effective date of the adjustment.

Cost-of-living adjustments will be made quarterly through March 2003, in accordance with the following.

<u>Effective Date Of Adjustment</u>	<u>Based Upon a 3-Month Average of the BLS Consumer Price Indexes for</u>
09-16-00	May, June, July 2000
12-16-00	Aug., Sept., Oct 2000
03-17-01	Nov., Dec. 2000; Jan 2001
06-16-01	Feb., March, April 2001
09-22-01	May, June, July 2001
12-22-01	Aug., Sept., Oct. 2001
03-16-02	Nov., Dec. 2001; Jan. 2002
06-22-02	Feb., March, April 2002
09-21-02	May, June, July 2002
12-21-02	Aug., Sept., Oct. 2002
03-22-03	Nov., Dec. 2002; Jan. 2003

1. The amount of the Cost-of-Living Allowance which shall be effective for any three-month period, as provided in Paragraph 1, shall be in accordance with the following table:

<u>BLS Consumer Price Index</u>	<u>Cost-of-Living Allowance</u>
498.8-499.0	23 cents per hour
499.1-499.3	24 cents per hour
499.4-499.6	25 cents per hour
499.7-499.9	26 cents per hour
500.0-500.2	27 cents per hour
500.3-500.5	28 cents per hour
500.6-500.8	29 cents per hour
500.9-501.1	30 cents per hour

501.2-501.4	31 cents per hour
501.5-501.7	32 cents per hour
501.8-502.0	33 cents per hour
502.1-502.3	34 cents per hour
502.4-502.6	35 cents per hour
502.7-502.9	36 cents per hour

and so forth, with a one-cent adjustment for each 0.3 point change in the Index. (Effective June 26, 2000, the one dollar and thirty-nine cent (\$1.39) COLA float is folded into base rate ranges after the June 2000 GWI is calculated and a change travel COLA of twenty-two cents (\$0.22) is established.)

2. The amount of any Cost-of-Living Allowance in effect at the time shall be included in computing overtime premium, vacation payment, sick leave allowance, holiday payment, call-in pay, jury duty pay, bereavement pay, and military leave pay.
3. In the event the Bureau of Labor Statistics does not issue the Consumer Price Index on or before the beginning of the pay period referred to in Paragraph 1 above, any adjustments required will be made at the beginning of the first pay period after receipt of the Index.
4. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for any base month.
5. The parties to this agreement agree that the continuance of the Cost-of-Living Allowance is dependent upon the availability of the official monthly BLS Consumer Price Index in its present form and calculated on the same basis as the Index of January 2000, unless otherwise agreed to by the parties.

## C.

RATES

The Company will, effective June 26, 2000, establish base rate ranges as follows:

L/G	Old Min.	New Min.	Old Base Rate Max.	6/26/00 3% General Increase	COLA Fold In	New Base Rate Max.	6/26/00 COLA Travel	New Paid Max.
A-15	13.500	16.500	26.095	0.785	1.390	28.270	0.220	28.490
A-14	12.900	16.000	25.095	0.755	1.390	27.240	0.220	27.460
S-13	12.375	15.750	24.525	0.735	1.390	26.650	0.220	26.870
A-13	12.300	15.500	24.375	0.730	1.390	26.495	0.220	26.715
S-12	11.950	14.000	23.555	0.705	1.390	25.650	0.220	25.870
A-12	11.700	13.750	22.730	0.680	1.390	24.800	0.220	25.020
A-11	11.100	13.250	22.055	0.660	1.390	24.105	0.220	24.325
A-10	10.500	13.000	21.645	0.650	1.390	23.685	0.220	23.905
A-09	10.000	12.000	21.145	0.635	1.390	23.170	0.220	23.390
A-08	9.500	11.500	20.785	0.625	1.390	22.800	0.220	23.020
A-07	9.000	11.000	20.300	0.610	1.390	22.300	0.220	22.520
A-06	8.750	11.000	19.910	0.595	1.390	21.895	0.220	22.115
T-01	8.500	11.000	18.425	0.555	1.390	20.370	0.220	20.590
T-02	7.750	10.500	18.085	0.545	1.390	20.020	0.220	20.240
T-03	7.000	9.500	17.880	0.535	1.390	19.805	0.220	20.025
T-04	6.500	9.000	17.700	0.530	1.390	19.620	0.220	19.840

Following application of the Travel COLA, employees remaining below the new minimums will be brought to the new minimums on June 26, 2000.

Effective June 25, 2001 the base rate ranges shall be as follows:

Labor Grade	Base Rate Maximum 6/26/00	6/25/01 3% General Increase	Base Rate Maximum 6/25/01
A-15	28.270	0.850	29.120
A-14	27.240	0.815	28.055
S-13	26.650	0.800	27.450
A-13	26.495	0.795	27.290
S-12	25.650	0.770	26.420
A-12	24.800	0.745	25.545
A-11	24.105	0.725	24.830
A-10	23.685	0.710	24.395
A-09	23.170	0.695	23.865
A-08	22.800	0.685	23.485
A-07	22.300	0.670	22.970
A-06	21.895	0.655	22.550
T-01	20.370	0.610	20.980

T-02	20.020	0.600	20.620
T-03	19.805	0.595	20.400
T-04	19.620	0.590	20.210

Effective June 24, 2002 the base rate ranges shall be as follow:

Labor Grade	Base Rate Maximum 6/25/01	6/24/02 3% General Increase	Base Rate Maximum 6/24/02
A-15	29.120	0.875	29.995
A-14	28.055	0.840	28.895
S-13	27.450	0.825	28.275
A-13	27.290	0.820	28.110
S-12	26.420	0.795	27.215
A-12	25.545	0.765	26.310
A-11	24.830	0.745	25.575
A-10	24.395	0.730	25.125
A-09	23.865	0.715	24.580
A-08	23.485	0.705	24.190
A-07	22.970	0.690	23.660
A-06	22.550	0.675	23.225
T-01	20.980	0.630	21.610
T-02	20.620	0.620	21.240
T-03	20.400	0.610	21.010
T-04	20.210	0.605	20.815

#### D. AUTOMATIC PROGRESSION

Employees who are currently in automatic progression will progress to the maximum of the new ranges in increments of fifty (50) cents paid every four (4) months for hourly employees and thirty dollars (\$30.00) per week paid every six (6) months for salary employees effective for automatic increases on or after date of ratification.

Employees who become eligible for automatic progression because of the new labor grade maximums shall begin their automatic progressions period immediately following adoption of the rate range table effective June 26, 2000.

Recalled employees who become eligible for automatic progression as a result of the COLA fold in shall begin their automatic progression period effective on their date of recall.

Upgraded employees shall begin their automatic progression period effective on the date the employee enters the classification.

**New employees shall begin their automatic progression period on their date of hire.**

**The progression period is computed from the date of hire or promotional reclassification. Time not worked due to sick leave, layoff, or other leave of absence, shall not be credited to an employee for the purpose of establishing the period of progression.**

**Salary employees will progress to the maximum of their rate range, or until their rate equals the maximum rate for Labor Grade S-13. Progression beyond the maximum rate of Labor Grade S-13 shall be by merit only, at the discretion of management.**

**E. Group Leader**

**Upon reclassification to group leader, the salary employee's rate will be twenty (20.00) dollars per week higher, and the hourly Employee's rate will be fifty cents (\$0.50) per hour higher than the maximum of the applicable rate range.**

**F. Layoffs**

**1. During this agreement when an employee is declared surplus and bumps into an equal labor grade, he shall be paid his current paid rate.**

**2. During this agreement when an employee is declared surplus and bumps into a lower labor grade, he shall be paid his current paid rate, or the maximum base rate, for his new labor grade, plus any cost-of-living float that he has received, whichever is less.**

**G. RECALL**

**1. Employees recalled from inside the Company during the term of this agreement will be processed as follows:**

**a. Employees recalled from inside the Company to a Labor Grade previously held will be paid the rate of pay that they were being paid at the time of layoff, plus all subsequent automatic increases, cost-of-living adjustments and general increases they have received.**

**b. Employees recalled from inside the company to a Labor Grade not previously held will be paid the rate of pay they would have been paid had they held that Labor Grade at the time of layoff, plus all subsequent**

automatic increases, cost-of-living adjustments and general increases they have received.

2. **Employees recalled from outside the company during the term of this agreement will be paid the rate of pay they were or would have been paid had they held that job at the time of layoff.**

#### H. UPGRADE

**When an employee has successfully passed up upgrade trial, their base rate shall be increased by thirty-five (35) cents, or to the minimum for the Labor Grade, whichever is greater. This rate adjustment shall be retroactive to the date the employee entered the classification.**

#### I. Loans Between Classifications

There is no restriction on the Company's right to make job assignments across classification lines, provided it pays the established rate of pay and does not violate the seniority clause or other applicable provisions of the agreement.

When an employee is assigned to a task falling in a higher Labor Grade for one (1) or more consecutive hours, they shall be paid at the higher rate for each hour that they remain so assigned. The paid rate shall be determined as if they were entering the classification for the period in question.

When an employee is assigned to a task falling in an equal or lower Labor Grade, they shall be paid at their regular rate while so assigned.

### Section 63. HOLIDAYS

- A. **Employees will receive eight (8) hours straight pay including shift bonus for the following holidays providing they qualify under (C) below.**

<b>July 17, 2000</b>	<b>Independence Day</b>
<b>Sept. 4, 2000</b>	<b>Labor Day</b>
<b>Nov. 23, 2000</b>	<b>Thanksgiving Day</b>
<b>Nov. 24, 2000</b>	<b>Friday after Thanksgiving</b>
<b>Dec. 25, 2000</b>	<b>Christmas-New Year</b>
<b>Dec. 26, 2000</b>	<b>Christmas-New Year</b>
<b>Dec. 27, 2000</b>	<b>Christmas-New Year</b>
<b>Dec. 28, 2000</b>	<b>Christmas-New Year</b>

<b>Dec. 29, 2000</b>	<b>Christmas-New Year</b>
<b>Jan. 1, 2000</b>	<b>Christmas-New Year</b>
<b>April 13, 2001</b>	<b>Good Friday</b>
<b>May 28, 2001</b>	<b>Memorial Day</b>
<b>July 9, 2001</b>	<b>Independence Day</b>
<b>Sept. 3, 2001</b>	<b>Labor Day</b>
<b>Nov. 22, 2001</b>	<b>Thanksgiving Day</b>
<b>Nov. 23, 2001</b>	<b>Friday after Thanksgiving</b>
<b>Dec. 24, 2001</b>	<b>Christmas-New Year</b>
<b>Dec. 25, 2001</b>	<b>Christmas-New Year</b>
<b>Dec. 26, 2001</b>	<b>Christmas-New Year</b>
<b>Dec. 27, 2001</b>	<b>Christmas-New Year</b>
<b>Dec. 28, 2001</b>	<b>Christmas-New Year</b>
<b>Dec. 31, 2001</b>	<b>Christmas-New Year</b>
<b>Jan. 1, 2002</b>	<b>Christmas-New Year</b>
<b>March 29, 2002</b>	<b>Good Friday</b>
<b>May 27, 2002</b>	<b>Memorial Day</b>
<b>Sept. 2, 2002</b>	<b>Labor Day</b>
<b>Nov. 28, 2002</b>	<b>Thanksgiving Day</b>
<b>Nov. 29, 2002</b>	<b>Friday after Thanksgiving</b>
<b>Dec. 23, 2002</b>	<b>Christmas-New Year</b>
<b>Dec. 24, 2002</b>	<b>Christmas-New Year</b>
<b>Dec. 25, 2002</b>	<b>Christmas-New Year</b>
<b>Dec. 26, 2002</b>	<b>Christmas-New Year</b>
<b>Dec. 27, 2002</b>	<b>Christmas-New Year</b>
<b>Dec. 30, 2002</b>	<b>Christmas-New Year</b>
<b>Dec. 31, 2002</b>	<b>Christmas-New Year</b>
<b>Jan. 1, 2003</b>	<b>Christmas-New Year</b>
<b>April 18, 2003</b>	<b>Good Friday</b>
<b>May 26, 2003</b>	<b>Memorial Day</b>

It is agreed and understood that no employee will ever be paid for more than the first holiday period that falls during a sick or pregnancy leave of absence, except as provided in (C3a) below.

**B. Hourly Employees**

All work on the holidays shall be paid for at double time. Third shift employees working on one of the holidays shall be paid as follows:

Two and one-half (2 1/2) times the base rate for the regularly scheduled six and one-half (6 1/2) hours of work. All time worked in excess of the six and one-half (6 1/2) hours shall be paid for at double time.

(This means when an employee works on one (1) of the holidays he gets paid double time in addition to the eight (8) hours straight time holiday pay if he qualifies for the eight (8) hours pay.)

### Salaried Employees

All work on the holidays shall be paid for at double time. Third shift employees working on one of the holidays shall be paid as follows:

Two and one-half (2 1/2) times the base rate for the regularly scheduled six and one-half (6 1/2) hours of work. All time worked in excess of the six and one-half (6 1/2) hours shall be paid for at double time.

(This means when an employee works on one (1) of the holidays, he gets paid double time in addition to the eight (8) hours straight time holiday pay if he qualifies for the eight (8) hours pay.)

- C. Each employee shall be paid eight (8) hours straight time pay for the above holidays regardless of the day on which the holiday falls, if not worked, provided that:
1. The employee is on the active payroll as of the date the holiday is celebrated.
  2.
    - a. Has worked any portion of the week in which the holiday is celebrated, or has been paid for any portion of the week in which the holiday is celebrated, in the form of sick leave pay, jury duty pay, vacation pay, or bereavement pay.
    - b. In order to be paid for the Christmas - New Year holiday period, an employee must have worked or been paid at least seven and one-half (7 1/2) hours in the form of sick leave pay, jury duty pay, vacation pay, or bereavement pay on the last scheduled work day preceding, or the first scheduled work day following the Christmas - New Year period.
  3.
    - a. It is further provided that hourly employees on sick leave, and salary employees on casual sick leave (not being compensated under the salary continuance plan), shall be paid for the first holiday period falling during the sick leave, or casual sick leave, regardless of whether they are paid for any portion of the holiday week or not. For the purpose of this Section 63C3, the first holiday period shall be the first holiday (single holiday, or the Christmas - New Year holiday



period) falling during the sick leave which, for any portion thereof, the employee is disabled, unable to work, and under the care of a licensed physician. However, in the case of the Thanksgiving Holiday period, it will not be considered the first holiday unless the employee is disabled, unable to work and under the care of a licensed physician on the Thursday of the holiday period in question. For the purpose of (63C3a), a holiday period shall be defined as (a) a single holiday, (b) Thanksgiving and the Friday following, or (c) all the holidays that are celebrated in the two (2) weeks in which Christmas and New Year's Day are celebrated.

- b. Salaried employees on extended sick leave (being compensated under the salary continuance plan) shall be paid for the first holiday (as defined in 3a above) celebrated during the sick leave only if the first holiday is celebrated while they are being compensated at 50% of salary under the salary continuance plan. This payment for the holiday shall be over and above the 50% salary payment provided under the salary continuance plan.

There shall be no payment for any holiday celebrated while employees are being compensated at 100% of salary under the salary continuance plan.

When the first holiday during a salaried employee's sick leave is the Christmas - New Year holiday (as defined in 3a above) and the employee is being compensated at 100% during the Christmas holiday week and 50% during the New Year's holiday week, he will not be paid for any holiday celebrated during the Christmas week, but will only be paid for the holidays celebrated during the New Year's holiday week; this is in addition to the 50% salary provided under the salary continuance plan.

4. That the employee has completed his probationary period. However, if the employee is kept beyond his probationary period, he will be paid for any holidays which fall during the probationary period providing he meets the requirements of C1 and 2 above.
5. The following exceptions to C2 above are agreed upon:
  - a. Union leaves of thirty (30) days or less.
  - b. Employees on temporary layoff for ten (10) or less work days.
  - c. Employees called to active duty in the Armed Forces of the United States or any of its reserve components,

including the National Guard, for two (2) weeks or less. Such payment to be limited to one (1) holiday period as defined in C3 above.

- d. Employees off from work for the purpose of attending a funeral because of a death in the employee's immediate family.
- 6.
- a. An employee who has been absent from work on a sick leave of absence, who is released by his doctor to return to work on a Monday celebrated as a holiday, shall be paid for that holiday provided he meets one (1) or more of the qualifications or exceptions as provided in C2a or C5 above.
  - b. An employee who has been absent from work on sick leave of absence, who is released by his doctor to return to work on a Friday celebrated as a holiday, shall be paid that holiday provided he does not go back on sick leave for the same illness, without returning to work.
  - c. An employee who has been absent from work on sick leave of absence, who is released by his doctor to return to work on Thursday of the Thanksgiving holiday period, shall be paid the entire holiday period provided he does not go back on sick leave for the same illness, without returning to work.
  - d. An employee who has been absent from work on sick leave of absence, who is released by his doctor to return to work on Friday of the Thanksgiving holiday period, shall only be paid for the Friday holiday provided he does not go back on sick leave the following week, without returning to work. Such employee shall also be eligible for the Thursday holiday of the Thanksgiving holiday period provided he qualifies for such holiday pay under the provisions of C3 above.
  - e. An employee who has been absent from work on a sick leave of absence, who is released by his doctor to return to work during the Christmas - New Year holiday period shall only be paid for those holidays falling on or after the date he is released to return to work, and then only if he works or is paid at least seven and one-half (7 1/2) hours in the form of sick leave pay, jury duty pay, vacation pay or bereavement pay, on the first scheduled work day

following the Christmas - New Year holiday period. Such employee shall also be eligible for such holidays falling prior to his release provided he qualifies for such holidays under the provisions of C3 above.

#### Section 64. Saturday and Sunday Work

- A. All work performed by employees on Saturday shall be paid for at time and one-half, and all work performed on Sunday shall be paid for at double time.

The above shall be paid provided the employee's regularly scheduled work week is Monday through Friday.

- B. Third shift work performed on Saturday by employees shall be paid for as follows: The first two (2) hours at one and one-half (1 1/2) times the base rate; the next four and one-half (4 1/2) hours at double the base rate. Time worked beyond the regularly scheduled third shift shall be paid at time and one-half.
- C. Third shift work performed on Sunday or a holiday by employees shall be paid for as follows: Two and one-half (2 1/2) times the base rate for the regularly scheduled six and one-half (6 1/2) hours of work. All time worked in excess of the six and one-half (6 1/2) hours shall be paid for at double time.

#### Section 65. Overtime Pay

All work by employees in excess of eight (8) hours in any one (1) day shall be paid for at the rate of time and one-half the regular rate of pay. All work by employees in excess of forty (40) hours in any one (1) week shall be paid for at time and one-half the regular rate of pay, except as provided in Section 64.

#### Section 66. Injury and Physical Exam Pay

- A. Employees who are injured in the plant and sent home because of such injury shall receive pay at their regular hourly rate for the balance of the shift on which the injury occurred. An employee who is notified to report before the State Compensation Board for a hearing involving an injury sustained by him in this plant will be paid for the time lost at such hearing. For the purpose of establishing the time lost, the employee must present:

1. The notice to report for such hearing.

2. A statement from the Compensation Referee as to the closing time of his hearing.
- B. The parties further agree that any disabled veteran will be paid for the time lost from work as a result of his being called in by the Veteran's Administration for a periodic evaluation examination upon satisfactory proof of said employee's reporting being presented to the Company. For the purpose of establishing time lost, the disabled veteran must present:
1. The notice to report for such evaluation examination.
  2. A statement from the Veteran's Administration as to the time the examination was completed.
- C. The parties further agree that any employee required to report for a pre-induction physical examination will be paid for the time lost as a result of his being called in for such pre-induction physical examination and only up to the extent of eight (8) hours pay. (Limited to one (1) physical examination only). For the purpose of establishing time lost, the employee must present:
1. The notice to report for said pre-induction physical examination.
  2. A statement from the examining officer in charge as to the time the examination was completed.

In the above cases, one (1) hour travel time will be allowed to report for work after the hearing or physical examination and/or in reporting to the hearing or physical examination.

#### Section 67. Wage Increases

The effective date for wage increases may occur on any day in the calendar week, and as the payroll and accounting procedure of the Company requires the effective date of all increases to start on a Saturday, employees whose increases fall due on Saturday, Sunday, Monday, Tuesday, or Wednesday shall receive that increase effective the Saturday of that week. Employees whose due date falls on Thursday or Friday shall receive the increase effective the following Saturday. This shall not be used to change the anniversary date of the employee for such increases.

During the term of the 1996 Collective Bargaining Agreement the Company anticipates attaining the ability to alter wage rates on the effective date of the increase/decrease rather than the closest Saturday. In that event the rate change date will become the effective date.

Section 68. GROUP INSURANCE

A. ADMINISTRATION

1. The selection of the insurance carrier and the method of administration of the Group Health, Dental, Vision and Hearing Aid insurance plans shall rest solely with the Company.
2. Should any disputes arise regarding claims, the administration or functioning of the insurance plan, each party will name two (2) representatives to meet with representatives of the insurance carrier to resolve such disputes.
3. Details of the plans will be set forth in booklet form and a copy will be distributed to each employee.

B. ELIGIBILITY

1. Except as noted below, the Company will provide Group insurance coverage for each employee and their eligible dependents commencing on the first day the employee goes to work.

New employees and their eligible dependents will be covered for Dental Expense Benefits and Vision Care Expense Benefits on the first day of the month coincident with or next following three (3) months of service.

2. New employees will be covered for Accident and Sickness Weekly Benefits, on the first day of the month coincident with or next following three (3) months of service.

C. LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

1. For deaths occurring on or after September 1, 2000, the Life Insurance and Accidental Death & Dismemberment Benefit payable shall be:

<u>Labor Grade</u>	<u>Effective 9-01-2000</u>
A-13, S-13, A-14, A-15	\$34,000
A-10, A-11, A-12, S-12	\$33,000
A-06, A-07, A-08, A-09	\$31,000
T-01	\$28,000
T-02, T-03, T-04	\$27,000

2. For deaths occurring on or after September 1, 2001, the Life Insurance and Accidental Death & Dismemberment Benefit payable shall be:

<u>Labor Grade</u>	<u>Effective 9-01-2001</u>
A-13, S-13, A-14, A-15	\$35,000
A-10, A-11, A-12, S-12	\$34,000
A-06, A-07, A-08, A-09	\$32,000
T-01	\$29,000
T-02, T-03, T-04	\$28,000

3. For deaths occurring on or after September 1, 2002, the Life Insurance and Accidental Death & Dismemberment Benefit payable shall be:

<u>Labor Grade</u>	<u>Effective 9-01-2002</u>
A-13, S-13, A-14, A-15	\$36,000
A-10, A-11, A-12, S-12	\$35,000
A-06, A-07, A-08, A-09	\$33,000
T-01	\$30,000
T-02, T-03, T-04	\$29,000

#### D. SALARY LIFE INSURANCE AFTER RETIREMENT

1. No employee hired after January 1, 1970, will be entitled to life insurance after retirement.
2. No employee hired prior to January 1, 1970, will be entitled to life insurance after retirement in excess of \$10,000.
3. On normal retirement date, the amount of group life insurance shall be reduced by 50% but in no event shall it be greater than \$10,000.
4. In the event of early retirement, the amount of life insurance to be continued at normal retirement will be reduced 10% for each year that the employee's retirement date precedes his normal retirement date.
5. No insurance will be provided for employees having less than ten (10) years of service.

## E. LONG-TERM DISABILITY-SALARY EMPLOYEES

Employee contributions for the term of this agreement shall be in accordance with the following schedule:

<u>According to Paid Rate</u>	<u>Monthly Contribution</u>
425.01 to 450.00	11.16
450.01 to 475.00	11.78
475.01 to 500.00	12.40
500.01 to 525.00	13.02
525.01 to 550.00	13.64
550.01 to 575.00	14.26
575.01 to 600.00	14.88
600.01 to 625.00	15.50
625.01 to 650.00	16.12
650.01 to 675.00	16.74
675.01 to 700.00	17.36
700.01 to 725.00	17.98
725.01 to 750.00	18.60
750.01 to 775.00	19.22
775.01 to 800.00	19.84
800.01 to 825.00	20.46
825.01 to 850.00	21.08
850.01 to 875.00	21.70
875.01 to 900.00	22.32
900.01 to 925.00	22.94
925.01 to 950.00	23.53
950.01 to 975.00	24.16
975.01 to 1,000.00	24.79
1,000.01 to 1,025.00	25.41
1,025.01 to 1,050.00	26.04
1,050.01 to 1,075.00	26.67
1,075.01 to 1,100.00	27.30
1,100.01 to 1,125.00	27.92
1,125.01 to 1,175.00	28.55
1,175.01 to 1,200.00	29.18
1,200.01 to 1,225.00	30.43
1,225.01 to 1,250.00	31.06
1,250.01 to 1,275.00	31.69
1,275.01 to 1,300.00	32.32
Etc.	

Maximum Benefit Period - Benefits will be paid while the employee remains totally disabled, up to such employee's 65th birthday. However, if the employee becomes totally disabled while the Age shown below, benefits will be paid for the Limited Benefit Period shown for that Age.

<u>Age</u>	<u>Limited Benefit Period</u>
62	3 years, 6 months
63	3 years
64	2 years, 6 months
65	2 years
66	1 year, 9 months
67	1 year, 6 months
68	1 year, 3 months
69 or over	1 year

F. ACCIDENTAL AND SICKNESS WEEKLY BENEFITS

1. **Effective for accidents occurring and sicknesses commencing on or after January 1, 2001 employees who have met the participation of the Wellness Program during the preceding year will be eligible for the less of 60% of the employees paid rate (base rate + COLA float + lead premium) or \$538 per week not to be less than the flat rate. Employees not participating in the Wellness Program will be eligible for the flat rate only.**

**Annual participation in the Wellness Program is required to maintain this benefit and all aspects of the Wellness Program are voluntary, and all information collected at the health assessment screening remains, by law, confidential. Individual employee health information will not be released to Bell Helicopter Textron without written authorization from the employee.**

**Employees electing not to participate in the Wellness Program will be provided annually an opportunity to purchase supplemental disability insurance in one hundred dollar (\$100) increments at the Company's cost. The supplemental benefit will provide up to the same benefit as those employees who elect to participate in the Wellness Program [the lesser of 60% of the employee's paid rate or \$538 per week, not to be less than the flat rate for a maximum of fifty-two (52) weeks]. The supplemental disability insurance premium shall be determined as of the open enrollment date for health insurance to be effective the first full week of January following open enrollment and shall not be changed, regardless of an employee's change in pay status, until the next open enrollment period.**



2. Effective for accidents occurring and sicknesses commencing on or after September 1, 2000, the weekly benefit payable shall be as indicated below:

<u>Labor Grade</u>	<u>Flat Rate</u>
T-01	\$300
T-01, T-02, T-04	\$290

3. Effective for accidents occurring and sicknesses commencing on or after January 1, 2001, the weekly benefit payable shall be the lesser of 60% of the employee's paid rate or \$538 per week, not to be less than the schedule above.

4. Effective for accidents occurring and sicknesses commencing on or after September 1, 2001, the weekly benefit payable shall be the lesser of 60% of the employee's paid rate or \$538 per week, not to be less than the following schedule:

<u>Labor Grade</u>	<u>Flat Rate</u>
T-01	\$315
T-02, T-03, T-04	\$300

5. Effective for accidents occurring and sicknesses commencing on or after September 1, 2002, the weekly benefit payable shall be the lesser of 60% of the employee's paid rate or \$538 per week, not to be less than the following schedule:

<u>Labor Grade</u>	<u>Flat Rate</u>
T-01	\$330
T-02, T-03, T-04	\$310

6. Benefits will be paid from the first day of disability due to an accident, if the employee has been treated by a physician and considered to be disabled within the first seven days of the accident, and from the eight day of disability due to sickness, except that benefits will be paid from the first day of hospital confinement or outpatient surgery, if either.
7. The maximum benefit period shall be fifty-two (52) weeks. Employees who elect not to participate in the Wellness Program shall be eligible for the applicable flat rate only.

8. Benefits payable shall be reduced by the primary benefit received by the employee (or for which the employee is eligible) under the Social Security Act.

G. HEALTH CARE PLAN FOR ALL EMPLOYEES

MEDICAL

1. HMO's (PacifiCare, Aetna, Cigna, NYLCare, and any other mutually agreed upon HMO) will provide health care coverage to employees within their respective service area. The mutually agreed upon coverages and exclusions of each respective HMO will apply, with the exception that Value Options will administer the drug, alcohol, and psychiatric benefits for the HMO's, subject to their respective coverage and exclusions.

The plan design for PacifiCare, Aetna, Cigna, NYLCare (and any other HMO which we mutually agree to offer) will include the following co-payments: \$3.00 per prescription.

2. An out of network benefit will be provided effective January 1, 1997 with these features"
- Deductible of \$200 single/\$400 family;
  - Out of pocket limit of \$1,500 single/\$3,000 family (including deductible)
  - Drug co-payment of \$5.00/\$10.00;
  - After the deductible, benefits will be paid at 70/30.
3. Employees not residing in the service area of an HMO will be eligible for the 85/15 indemnity plan.
4. Employees hired on or after June 13, 1993 will be eligible only for the HMO coverage.

H. DENTAL EXPENSE BENEFITS

This Summary of Benefits is a brief overview of the plan: effective 1-1-01 Details are set forth in a separate document.

<u>Type of Service</u>	<u>Benefit</u>
	<u>Preventive Service</u>
Routine oral exams, prophylaxis (cleaning), topical fluoride application and sealants.	Covered at 100%, without deductible, twice per calendar year. Sealants covered only for Dependant children under age 14, once every three calendar years.

### Periodontal Surgical Services

Emergency exam; x-rays (performed On the same day as surgery);specified periodontal surgery      Covered at 100% without deductible.

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### Removal of Impacted Teeth

Covered at 100% without deductible

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### Basic Services

X-rays; extractions; fillings; periodontal treatment; endodontic treatment; repair of recementing of crowns, inlays, onlays, bridgework or dentures; and inlays, onlays, gold fillings or crowns.      Covered at 80% after meeting the deductible

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### Oral Surgery

Specified oral surgery procedures      Covered at 80%, after meeting the deductibles

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### Major Services

Initial installation or replacement of fixed bridgework and full or partial dentures      Covered at 50%, after meeting the deductible

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### Orthodontic Services

Diagnostic procedures, fixed or removable appliances, and full banded treatment      Covered at 50%, without deductible. Coverage applies only to dependant children under age 19.

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### Deductible

\$25 per family member per calendar year.

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Maximum Benefit effective 1-1-01

Preventive, Basic and Major Services and Oral Surgery	\$2,000 per family member per calendar year
Periodontal Surgical Services and Removal of Impacted Teeth	Unlimited
Orthodontic Services	\$2,500 per lifetime for each eligible child under age 19.

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I. VISION CARE BENEFITS

This Summary of Benefits gives you a brief overview of the plan: effective 1-1-01. Details are set forth in a separate document

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<u>Covered Service</u>	<u>Benefit</u>
Vision Examination	Reasonable and customary charges less \$5 copayment.
Lenses	Reasonable and customary charges less \$5 copayment
Contact Lenses	\$125 except when provided following cataract surgery or when visual acuity cannot be corrected to 20/70 in the better eye except by use of contact lenses. In this case, the plan will pay reasonable and customary charges less \$5 copayment.
Frames	\$125 for a participating provider; \$40 for a non-participating provider.
Limitations	Benefits for examinations or lenses (including contact lenses) payable once per calendar year. benefits for frames payable once every two calendar years.

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J. RETIREE INSURANCE

1. Active employees are eligible for the current pre-65 retiree medical program if they achieve an age/service combination of at least 50/10 or 40/15 by December 31, 1993. It is necessary for these eligible employees to achieve the age/service combination of 60/20 at retirement to receive the benefits. Retirees are subject to active plan changes as they occur.
2. All other active employees not included in paragraph J.1. above, but hired on or before October 1, 1993, are eligible to participate in the current (60/20) pre-65 medical coverage plan, but they are limited to an annual maximum company premium expense of \$10,000 for family coverage and \$6,000 for individual coverage.
3. New employees hired after October 1, 1993, are not eligible for any pre-65 or post-65 company paid retiree health care.
4. Eligibility rules for coverage, subject to the above, are:

**RETIREE:** At least 60 years old with 20 years of service at the time Company employment ends. Years of service in this case are based on seniority as determined by (a) adding the number of one year anniversary dates from the employee's Company Seniority Date which is assigned by BHTI's Placement Department or (b) by using the employee's total vested pension time in all Textron sponsored qualified retirement plans.

**SPOUSE:** Legally married to retiree.

**DEPENDENT CHILDREN:** An eligible dependent as defined under the Health Plan.

COVERAGE WILL TERMINATE WHEN:

**RETIREE:** Becomes eligible for Medicare by virtue of age (the first of the month in which the retiree reaches 65), dies, or reaches age 65, whichever occurs first.

**SPOUSE:** Becomes eligible for Medicare by virtue of age (the first of the month in which the spouse reaches 65), upon the death of the retiree, or age 65, whichever occurs first.

**DEPENDENT  
CHILDREN:**

No longer meet the eligibility requirements of a dependent, the retiree's coverage terminates, or the death of the retiree, whichever occurs first.

This coverage is secondary to any Medicare coverage the retiree or their dependents may have or be eligible for and secondary to the coverage provided to them through employment. The plan benefits offered are otherwise the same as offered to active employees and subject to the same changes.

**K. Transition and Bridge Benefits - Hourly**

Effective September 1, 1993 the transition benefit and the bridge benefit will be \$350 for any month for which no eligible survivor is eligible for an unreduced old age, survivors or disability benefit under the Federal Social Security Act as now in effect or as hereafter amended, and otherwise is \$200.

**L. Dependent Life Insurance**

Employees may enroll in Dependent Life Coverage which provides the following lump sum benefits:

A spouse insured as an employee is not eligible to be covered as a dependent.

The premium cost will be paid entirely by the employee through payroll deduction, and the cost will be the same regardless of the number of dependents the employee elects to cover.

**LEVEL OF COVERAGE**

<u>Spouse</u>	<u>Child</u>	<u>Monthly Premium Paid by Employee</u>
\$25,000	\$10,000	\$12.25
20,000	8,000	9.80
15,000	6,000	7.25
10,000	4,000	4.45
5,000	2,000	1.56

**M. BELL COUPLES**

Effective January 1, 2001, \$50.00 per month will be given to a Bell employee who is the spouse of another Bell Helicopter employee who is covered under one of the medical plans provided to active employees of Bell Helicopter Textron. The payment is payable as a supplement at the end of the first pay period of each

month. Payment of the supplement shall continue as long as both the employee and his/her spouse are active employees of Bell Helicopter. The husband and wife must determine, at the time of open enrollment in the insurance program, who will receive the supplement and who will be considered the insured employee. If the employee who is declared the insured employee ceases to be an active employee, the dependent shall be allowed to enroll in any medical plan for which he or she is eligible. If the Bell couple ceases to be husband and wife, the employee who was not covered and receives the supplement, shall be eligible to enroll in any medical plan for which he or she is eligible, and the \$50.00 per month supplement will be stopped.

## ARTICLE XIV

### SEVERANCE PAY

#### Section 69. Severance Pay

Employees laid off by the Company for reasons beyond their control will be paid separation pay in accordance with the time which they have worked for the Company. The following separation pay shall be granted for the period of employment as designated:

<u>Seniority</u>	<u>Severance Pay</u>
6 months through 1 year	40 hours
1 year through 10 years	80 hours
11 years	88 hours
12 years	96 hours
13 years	104 hours
14 years	112 hours
15 years or more	120 hours

#### Section 70. Severance Eligibility

Employees who quit or who are discharged or who are retired under the pension plan or who are transferred to a non-covered unit, will not be entitled to any severance pay.

#### Section 71. Severance Year

Employees will be entitled to severance pay only once each year, if they are separated for reasons beyond their control. For the purpose of this Section, the year shall begin on July 1st of each year and end on June 30th of the following year.

## Section 72. Severance Pay Computation

Severance pay shall be computed at the base hourly or salary rate in effect at the time of the employee's separation from the Company.

## Section 73. Severance Suspension

This entire provision will not apply in case operations are suspended because of Acts of God, including but not limited to floods, fire and tornadoes, and interruption of operation caused by authorized or unauthorized strike or work stoppage at any Bell Helicopter Textron facility, by any union or other group of Bell employees.

# ARTICLE XV

## VACATIONS, SICK LEAVE, AND RETIREMENT

### Section 74. Vacations - Hourly Employees

The Company will grant vacations to all employees in accordance with the time which they have worked for the Company. The following vacations shall be granted for the period of employment as designated:

<u>Seniority</u>	<u>Vacation</u>	<u>Vacation Pay</u>
6 months up to 1 yr.	5 days	40 hours
1 yr. up to 10 yrs.	10 days	80 hours
10 yrs. up to 15 yrs.	15 days	120 hours
15 yrs. or more	20 days	160 hours

- A In the case of an employee entitled to more than ten (10) days vacation, the employee shall have the option of either taking the time off in excess of ten (10) days or of receiving pay for the days in excess of ten (10) in lieu of time off. An employee who elects to receive pay in lieu of time off for the days in excess of ten (10) shall receive such payment at the time he takes his vacation. Employees electing to take the third and/or fourth week of vacation as time off may schedule those ten (10) days as random vacation days subject to their immediate supervisor's approval at least one (1) working day in advance of the requested vacation day. Random days may be scheduled in half-day four (4.0) hour increments. Employees with twelve (12) or less annual vacation days who work the vacation shutdown may schedule those days as random vacation.



Notwithstanding the above, the Company shall have the right to require that all such employees take the five (5) days of the fourth week of their vacation as time off.

In case the employee and/or the Company choose to exercise the options as provided in the two paragraphs above, the payment for such days shall be paid at the time the employee takes his vacation. The employee must notify the Company of his option, and the Company must notify the employee of its option, by May 1st preceding the vacation year, or at the time of any earlier scheduled vacation.

- B. Each employee who has accumulated the designated length of seniority (for the purpose of vacation, seniority shall be the unbroken service with the Company) set out above on July 1st of any year, shall be entitled to the amount of vacation, for that length of service, provided he has worked at least the equivalent of four (4) months during the preceding vacation year. In the event an employee (who has worked the equivalent of four (4) months in a vacation year) is laid off prior to July 1st, he thereby becomes ineligible for vacation pay at that time. However, if such employee is subsequently recalled, he shall become eligible for the vacation pay for the vacation year in which he was laid off, providing he does not voluntarily terminate his employment with Bell prior to thirty (30) calendar days following his return to work. Such recalled employee shall be paid this vacation pay in the second pay period following the thirty (30) calendar day waiting period (or after his involuntary layoff, if it comes sooner) at the rate of pay, including shift differential, in effect on the first day of the employee's recall.

Veterans who have accumulated the designated length of service as set out above on July 1 of any year shall be entitled to the amount of vacation for that length of service, providing they have worked at least the equivalent of four (4) months during the preceding vacation year. In the event an employee returns from military service after July 1 and has worked the equivalent of four (4) months of the preceding year he shall receive with his first pay check vacation pay to which his seniority entitles him. Such veteran shall be paid this vacation pay at the rate of pay, including shift differential, in effect on the first day of the employee's return from military service.

Hourly employees who are honorably discharged and reinstated with the Company between July 1st and December 31st shall be considered as having worked four (4) months in the preceding vacation year and shall be entitled to schedule and take a vacation in accordance with their seniority. Such

vacation shall be scheduled and taken before the following July 1<sup>st</sup>

Hourly employees who are honorably discharged and reinstated with the Company between January 1st and June 30th shall be considered as having worked four (4) months in the vacation year in which they return, and shall be entitled to schedule and take a vacation in accordance with their seniority in the subsequent vacation year.

When an hourly employee retires under the terms of the Pension Plan, he shall be granted vacation pay calculated on a prorated basis for the number of months he has worked during the vacation year in which he retires. For example:

If an hourly employee retires on March 31 of a vacation year, he will receive 9/12 of his vacation pay as outlined in this Section. If an hourly employee retires on May 31 of a vacation year, he will receive 11/12 of his vacation pay as outlined in this Section.

- C. Vacations for employees transferred from a salary position to an hourly position during the vacation year shall be computed in accordance with Section 75F.
- D. Vacation pay will be computed in accordance with the method of payment and the base hourly rate, including the Cost-of-Living Allowance and shift differential, in effect at the time the vacation is taken. All pay in lieu of time off shall be paid at the employee's base hourly rate, including shift differential, in effect on the scheduled date of payment. Vacation pay will be given to the employee during the week prior to his vacation.
- E. No vacation may be carried forward from one year to the next. No vacation may be taken prior to the regular vacation period without the specific authorization, in writing, of the Vice President of Human Resources or his designated Representative.

#### Section 75. Vacations - Salary Employees.

The vacations for salaried employees covered by this Agreement shall be as follows:

- A. Employees will receive one (1) day accrued vacation time for each full month of employment, up to an accrued maximum of twenty-four (24) days. [A full month of employment is defined as fifteen (15) days or more of work actually performed within a calendar month.] Part of a day is counted

as a full day of work; time off for vacations, union leaves of two (2) weeks or less, military leaves of two (2) weeks or less, and days off for illness which are reimbursable under the sick leave provisions are considered as days worked in making the aforementioned determination. Credit for time off for Union leaves is limited to ten (10) days per month.

The payment for accrued vacation time in the case of employees who are terminated is computed at the employee's final base salary for the number of accrued vacation days at the time of termination.

Time off on sick leave only will count for vacation accrual provided the employee meets the minimum of having worked four (4) months in the vacation year. Such accrual will not be made until the employee returns from sick leave.

B. Salaried employees will accrue additional vacation as follows:

<u>Seniority</u>	<u>Vacation</u>
10 yrs. up to 15 yrs.	3 additional days
15 yrs. or more	5 additional days

In the case of an employee entitled to fifteen (15) days vacation, the employee shall have the option of taking the time off in excess of ten (10) days, or of receiving pay for the days in excess of ten (10) in lieu of time off, or of letting the days accrue, subject to the maximum accrual limitation set forth in above. An employee who elects to receive pay in lieu of time off for the days in excess of ten (10) shall receive such payment at the time he takes his vacation. The employee must notify the Company of his option by May 1st preceding the vacation year, or at the time of any earlier scheduled vacation.

Employees entitled to twenty (20) days vacation may elect to take the five (5) days of the fourth week of their vacation as time off, or they may elect to be paid forty (40) hours pay in lieu of the five (5) days of the fourth week of their vacation, or they may let the days accrue, subject to the maximum accrual limitations set forth in A above.

Notwithstanding the above, the Company shall have the right to require that all such employees take the five (5) days of the fourth week of their vacation as time off.

In case the employee and/or the Company choose to exercise the options as provided in the two paragraphs above, the payment for such days shall be paid at the time the employee takes his vacation. The employee must notify the Company of

his option, and the Company must notify the employee of its option, by May 1st preceding the vacation year, or at the time of any earlier scheduled vacation.

In addition to the above, an employee may elect to receive pay in lieu of time off for any excess accrued vacation days that the employee has in his vacation account as of July 1 of any year. Such payment will be paid in increments of eight (8) hours only, and will be paid only at the time the employee takes his regularly scheduled vacation.

- C. **Vacation pay will be computed in accordance with the method of payment and the base hourly rate, including the Cost-of-Living Allowance and shift differential, in effect at the time the vacation is taken. All pay in lieu of time off shall be paid at the employee's base hourly rate, including shift differential, in effect on the scheduled date of payment. Employees will be prepaid scheduled weeks of vacation if they are not on direct deposit and if they notify Payroll in writing at least two (2) weeks in advance of the scheduled vacation.**
  
- D. In the event the Company does not schedule a vacation shutdown period in any vacation year, each hourly or salary employee is entitled to vacation time off in the amount earned during the year ending July 1, and will be scheduled during the vacation period beginning July 1, and ending June 30, of the subsequent year. The employee will be allowed to take his vacation at the time he chooses during the vacation period, unless another employee with more seniority chooses the same period, provided his services are not absolutely essential for the efficient operation of the plant. If his services are essential, he shall be permitted to take his vacation some other time. In cases where a number of employees choose the same vacation period and all of them cannot be spared for that period, seniority will be the determining factor in the allotment of vacation time.
  
- E. All second and third shift workers entitled to a shift differential by contract, shall have their vacation pay computed so as to include such differential.
  
- F. When an employee is transferred from an hourly paid position in the Company to a salaried position in this Bargaining Unit, the amount of vacation pay to which he would be entitled would be calculated on a prorated basis, and he would be allowed a proration of the vacation due him for the number of months that he worked at the hourly paid job and the number of months he worked at the salaried job. If an employee is transferred from a salaried job to an hourly job, the vacation

pay to which he would be entitled would be calculated on the same basis. For example:

An employee on an hourly paid job for six (6) months of the vacation year and having five (5) years' seniority, would be entitled to five (5) days vacation pay for those six (6) months, and if he worked the balance of the year on a salaried job, his accrued vacation time would be one (1) day per month, or a total of eleven (11) days for the year.

#### Section 76. Sick Leave-General

**The first 40 hours of paid casual sick leave will not be considered as lost time under the Attendance Evaluation Program.**

#### Section 77. Sick Leave - Hourly Employees

- A. Employees are allowed sick leave with pay in accordance with the following schedule:

<u>Seniority</u>	<u>Sick Leave Pay</u>
1 year or more	7 days (56 hours max.)

- B. Seniority as of January 1 of any year shall be the determining seniority for that entire year. An employee will receive no sick leave pay for any calendar year in which he performs no work.

New hires reporting to work the first working day in the year will be eligible for seven (7) days sick leave pay on the first working day of the next year.

- C. The employee will receive such sick leave pay at his regular rate plus shift bonus.
- D. Following the illness, sick leave pay will be paid in the next regular pay period upon application by eligible employees on forms provided by the Company.

Claims for sick pay cannot be for less than one (1) hour.

- E. Such sick leave time not used will be kept for the account of the employee. If on December 1 of any year the employee has accrued more than ten (10) days, any excess over ten (10) days will be paid to the employee at his rate, including shift bonus, as of December 1, of that year.

- F. In the event he is separated for any reason he will be paid the total unused sick leave, at the time he is separated, at his base hourly rate in effect at the time of the employee's separation from the Company.

In the event an employee with at least one (1) year's seniority as of January 1 of any year is laid off and subsequently recalled in a following year, such recalled employee will become eligible for sick leave pay provided the employee does not voluntarily terminate his employment with Bell prior to thirty (30) calendar days following his return to work.

- G. Employees who transfer from hourly to salary, or from salary to hourly, shall receive sick leave under the provisions of the Salary Continuance Plan as follows:

If an employee transfers from hourly to salary he will be paid any unused hourly sick leave at his hourly rate at the time of transfer. (His casual sick leave allowance for the year in which he transferred will be ten (10) days, less the number of days he had taken during that calendar year while on hourly payroll and less any days he was paid for unused sick leave time for the calendar year in which his status changed from hourly to salary, plus the extended sick leave allowance which his seniority entitles him to under the Salary Continuance Plan.) In the event an employee transfers from hourly to salary more than once in any year, he will not receive credit for casual sick leave more than one (1) time in any one (1) year.

If an employee transfers from salary to hourly he will be allowed sick leave in the amount his seniority on January 1st of the year in which he is transferred would have entitled him to, providing he had a balance remaining from his casual sick leave allowance. In the event the balance remaining in his casual sick leave allowance for that year is less than the amount of sick leave he would be entitled to under the hourly plan, he will receive only up to the amount of the remaining balance. In the event an employee transfers from salary to hourly more than once in any year, he will not receive sick leave more than the one (1) time in any one (1) year.

#### Section 78. Salary Continuance Plan

- A. The Salary Continuance Plan, for all salary employees for illnesses commencing on or after June 23, 1975 shall be as follows:
1. Casual Sick Leave

- a. All employees to receive ten (10) days casual sick leave in each calendar year.
- b. Claims for sick leave cannot be for less than one (1) hour.
- c. When casual sick leave is exhausted, absences due to illness will not be paid unless requested by the employee and authorized by the Department Head that such absences (four hour increments) be charged to the employee's accrued vacation time.
- d. Absences for other reasons are not paid unless requested by the employee and authorized by the Department Head that such absences (four hour increments) be charged to the employee's accrued vacation time.
- e. Casual sick leave will not accumulate, and will not be paid on separation.

2. Extended Sick Leave

- a. For extended sick leave periods of disability because of a non-occupational accident or sickness (those in excess of ten (10) work days) benefits will be paid as follows:

Years of Seniority at the Time the <u>Disability Commences</u>	<u>Salary Continuance</u>
Less than two	Three (3) weeks at 100% of salary (commencing with the first day of absence) and twenty-three (23) weeks at 50% of salary.
Two but less than five	Six (6) weeks at 100% of salary (commencing with the first day of absence) and twenty (20) weeks at 50% of salary.
Five but less than ten	Ten (10) weeks at 100% of salary (commencing with the first day of absence) and sixteen (16) weeks at 50% of salary.

Ten but less than twenty      Eleven (11) weeks at  
100% of salary  
(commencing with the  
first day of absence) and  
fifteen (15) weeks at  
50% of salary.

Twenty or more      Twelve (12) weeks at  
100% of salary  
(commencing with the  
first day of absence)  
and fourteen (14)  
weeks at 50% of  
salary.

- b. Each absence due to a different disability is subject to the overall maximum of twenty-six (26) weeks of benefits.
- c. Successive absence due to the same or related cause shall be considered as one disability, unless separated by a return to full time work for a period of two (2) continuous weeks.
- d. Payments for disabilities due to pregnancy will be made only if the pregnancy commences during a period of employment with the Company.
- e. Employees must be under the care of a physician or surgeon licensed to practice medicine during the period sick leave benefits are payable.
- f. Employees must submit such information or forms as the Company may require.

#### Section 79. Retirement and Pension Plan

- A. The present retirement plan enjoyed by salaried employees covered by this agreement shall continue in effect. The plan will remain in effect until such time as the Company either changes, modifies or cancels the plan. In the event of any change, modification or cancellation, the Union reserves the right to cancel this agreement by giving notice in writing to the Company within ten (10) days of such announced change, all other provisions of this agreement notwithstanding.
- B. It is further understood that if this agreement is cancelled as provided in Paragraph A above, only that section pertaining solely to the retirement plan will be subject to negotiation.



- C. Hourly employees will be covered by an hourly employees pension plan. Details of the plan will be set forth in booklet form and a copy will be distributed to each employee. Provisions of the pension plan are set forth in a separate agreement.

D. HOURLY PENSION PLAN SUMMARY

1. Revision of Pension Plan

Amendments will be made as necessary and at such times as required in order to comply with the Internal Revenue Code, Employee Retirement Income Security Act (ERISA) and any other applicable federal law, as they may be amended from time to time.

2. Basic Pension Formula

Active Employees-For employees retiring under the Early or Normal Retirement Provision of the Plan, the basic monthly pension rate per year of credited service is indicated below:

<u>Retiring on or after</u>	<u>Basic Monthly Pension Rate</u>
<b>September 1, 2000</b>	<b>\$46.00</b>

3. Current Retirees and Surviving Spouses

Employees who retired prior to September 1, 2000 and surviving spouses will receive three (3) lump sum payments of \$500.00 as follows:

<b>December 1, 2000</b>	<b>\$500.00</b>
<b>December 1, 2001</b>	<b>\$500.00</b>
<b>December 1, 2002</b>	<b>\$500.00</b>

This lump sum payment is in lieu of an increase of the basic monthly pension rate for retirees retiring prior to September 1, 2000.

4. Lisa

For employees terminating on or after **September 1, 2000**, the LISA benefit is **\$700.00**

5. Medicare

Effective **September 1, 2000**, retirees eligible for Part B of Medicare will have their premiums reimbursement increased to **\$45.50** per month, and retirees eligible for Part A of Medicare by virtue of age, will have the deductible reimbursement increased to **\$776.00**.

Effective **January 1, 2002** premiums and deductible levels for Part B and Part A and will be changed to the level in effect for that date.

6. Early Retirement Benefits

If you retire after attaining age 60 and completing twenty (20) or more years of credited service, you will receive early retirement benefits unreduced for early payment, determined in the same manner as normal retirement benefits, together with a Level Income Special Allowance (LISA) which is payable until the earliest of (1) your attainment of age 62, (2) your entitlement to Social Security Benefits for age or disability, of (3) your death. The monthly LISA benefit is \$700.00

If you retire before age 60 or before you have completed twenty (20) or more years of credited service and if you elect to receive early payment of your retirement benefits, your benefits will be reduced by one-quarter of one percent for each month by which you are less than age 60, plus one-third of one percent for each month you are less than age 60, but not less than age 55 as calculated in the following table:

<u>Age Nearest Birthday At Retirement</u>	<u>Reduction Factor</u>
61	97%
60	94%
59	90%
58	86%
57	82%
56	78%
55	74%

## ARTICLE XVI

### LEAVE OF ABSENCE

#### Section 80. General Provisions

- A. These provisions will apply to all leaves unless specifically modified in the sections which follow in this article.
- B. An approved copy of the leave of absence application will be furnished to the employee. Any employee who fails to return to work within five (5) working days of the expiration date shall be considered as having voluntarily quit unless they provide a reason satisfactory to Management.
- C. Any employee on leave may apply to return to work in line with their seniority before the expiration of their leave provided not less than seven (7) days notice is given in writing

to the Placement Office. Return within the seven (7) days is at the option of Management.

- D. Seniority shall accumulate during the leave; however, employees on leave are subject to layoff, and in such event the leave will be canceled.
- E. Employees returning to work shall be reinstated according to their seniority if they are capable of performing the available work within their classification. If the Company does not allow the employee to return to work for physical or mental reasons, the Union will be notified of the reasons therefore in writing within seventy-two (72) hours wherever possible and in no case will the Company exceed twenty-four (24) hours after Labor Relations is notified. In the event the medical opinion of the Company physician and the employee's personal physician are in conflict, the parties shall refer the employee to a third physician, mutually agreed upon, whose decision with respect to the employee's physical or mental ability to perform the available work in the employee's classification shall be final and binding on the Union, the employee, and the Company.
- F. Employees on or returning from a leave of absence may be required to submit to physical examinations by Company physicians if the leave was due to personal medical reasons or was over sixty (60) days.

#### Section 81. Personal Leave

- A. Temporary - The Department Head may approve a personal leave without pay not to exceed five (5) consecutive regular work days once each calendar year.
- B. Extended - Extended leave(s) of absence without pay for personal reasons may be granted by the Director of Employee Relations to a seniority employee for not more than twelve (12) weeks in a twenty-four (24) month period when the services of the employee are not immediately required, and there are employees available within the plant capable of replacing this employee. Such leave(s) must be approved in advance, and documentation satisfactory to the Company detailing the necessity for the leave may be required.
- C. Family Leave - Family leave(s) of absence without pay for the birth or to adopt a child, or the occurrence of a serious health condition of the employee, employee's spouse, child or parent may be granted by the Director of Employee Relations to an employee for up to twelve (12) weeks in any twelve (12) month period if they have more than one year of seniority and worked at least 1250 hours the preceding twelve (12) months.

Such leave(s) must be applied for in advance when feasible, and documentation satisfactory to the Company detailing the necessity for the leave is required. Spouses employed by the Company can have only twelve (12) weeks of leave for birth, placement or caring for a sick parent, which they can split between them. However, both are entitled to the full twelve (12) weeks for their own illness, or caring for a sick child or spouse, less time spent on any joint matters and vice versa.

Employees must exhaust all vested personal time and/or annual vacation time during such leaves.

1. The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
  - a. in-patient care in a hospital, hospice, or residential health care facility; or
  - b. continuing treatment by a doctor of medicine or osteopathy.
2. The word "documentation" means certification issued by the health care provider of the employee stating:
  - a. the date on which the serious health condition commenced;
  - b. the probable duration of the condition and/or needed care;
  - c. the appropriate medical facts regarding the condition; and
  - d. in the case of dependent or parental care, a statement that the employee is needed to care for the seriously ill relation.

## Section 82. Medical Disability Leave (Work and Non-Work Related)

### A. Reporting

1. An employee who is absent due to non-work related personal illness or injury must report their absence to the Timekeeping Department within five (5) working days following the last day worked.
  2. An employee who is absent due to a work related illness or injury should report their absence to the Medical Department the first working day they are absent, and must report their absence to Timekeeping within five (5) working days following the last day worked.
- B. If the absence continues beyond five (5) working days, the employee must within ten (10) calendar days following the last day worked be under the care of a licensed physician and report their absence to the Medical Department.

- C. After an employee has complied with A. and B. above they must, within fifteen (15) calendar days following the last day worked, submit satisfactory medical evidence supporting their absence to the Medical Department.
- D. An employee who has complied with A., B., and C. above may be granted a leave of absence not to exceed thirty (30) calendar days. If the absence continues beyond the thirty (30) calendar days, leave may be extended to a maximum of two (2) years providing satisfactory medical evidence substantiating the need of the extension is submitted no later than three (3) working days following the expiration of the original leave. The Company will, prior to the expiration of a leave or a leave extension, notify the employee in writing that their leave is expiring and that they must either submit satisfactory medical evidence within three (3) working days following the expiration date to secure further extensions of their leave or return to work.
- E. Failure to comply with any of the above requirements in this section within the specified time frames will result in the employee being dropped from the rolls as an AWOL quit.
- F. Seniority during medical disability leave:
1. Seniority of such employee shall accumulate for a maximum of two (2) years. At the end of two (2) years, the employee must return to work or be considered a quit.
  2. Probationary employees without seniority shall not receive credit in excess of seven (7) days for time off sick toward the ninety (90) day period required to establish seniority, and they shall not be granted extension to exceed the total of three (3) months.
  3. Employees totally and permanently disabled due to a work related injury or illness may be granted continuing seniority by mutual agreement, and any employee who has been incapacitated at their work by injury or occupational disease while in the employ of the Company to the extent that they are unable to return and perform the available work within the two (2) year limit shall have their case reviewed by a joint committee, which may grant continuing seniority in yearly increments.

## Section 83. Military Leave

- A. The Company and the Union agree that former employees of the Company will have all the reemployment rights specified in the Selective Service Act and any amendments thereto (otherwise known as the G.I. Bill of Rights).

B. Pay for Short Term Military Leave.

Employees who are called to and perform short term duty of two (2) weeks or less as a member of the U.S. Armed Forces Reserve or National Guard, shall be paid the difference between their military pay and their normal straight time earnings for this period.

For pay purposes only, employees will not be paid any military leave wage differential for leaves of less than five (5) days, and in no case will employees be paid military leave wage differential for more than a total of ten (10) days per contract year.

C. Educational Leave for Veterans.

Leaves of absence for Veterans, whose present seniority predates their military service (this shall not be retroactive), shall be granted as follows:

1. The employee must present bonafide evidence that they are entering an approved Training School. The question of whether the Training School is approved will be mutually agreed to between the Company and the Union.
2. When the services of the employee are not immediately required and there are employees within the plant capable of doing their work.
3. Any leaves of absence granted shall be for a period of one (1) year. This may be renewed at the expiration date only if the employee requests in writing a renewal within five (5) days of the expiration of his leave and fulfills the requirements of Paragraph 1 above.
4. Veterans granted leaves of absence as herein outlined must report back to the Company for available work within thirty (30) days after completion of their course, otherwise they shall forfeit all of their seniority rights. Any digression from this procedure must be mutually agreed to by the Company and the Union.

#### Section 84. Union Leave

- A. Any employee elected to an office in, or as a delegate to, any labor activity necessitating a leave of absence, shall be granted such leave, and shall at the end of the term in the first instance, or at the end of the mission in the second instance, be guaranteed reemployment, if there is work for which they are qualified in line with their seniority, at the then current rate of pay.
- B. Notices of such election or appointment shall be made in writing to the Vice President of Human Resources, or their designated representative, by the President of the Local Union or the Chairman of the Office Committee. At least one day's notice will be given prior to the date such leave is desired, unless a satisfactory reason is given.
- C. The privilege granted in this Section shall be available to the greater of 1.5% or twenty (20) of the covered employees at any one time, unless mutually agreed to.

#### Section 85. Leave of Absence-Elected Officials

Any employee elected to an Official, Federal, State, County, or City political office will be granted a personal leave of absence for the full period of his elected term of office. Such leaves of absence are subject to the approval of the Vice President of Human Resources, and will not be approved without at least a fifteen (15) day notice.

#### Section 86. Off-Site Leave

- A. Any active employee, or inactive employee on layoff with recall rights who voluntarily accepts an offer to work on an off-site assignment out of the Company's plants in the Counties of Tarrant, Dallas and Denton (where coverage is limited to Alliance Airport only), whether now or hereafter operated by the Company in the State of Texas, of ninety (90) or more consecutive days for Bell Helicopter Textron, Inc. and/or any entity with whom Bell Helicopter Textron has a contractual relationship in the manufacturing or licensing of helicopters, parts, etc., will where applicable, be granted a leave of absence for a period of time not to exceed three (3) years.

Such leave of absence shall be granted under the following conditions:

1. The employee who accepts the assignment will not accrue any more seniority than they would have accrued had they not accepted the assignment.
  2. When an active employee goes on assignment they shall be removed from the overtime rolls.
  3. When an employee returns to active status from assignment they shall be placed in the classification, department, shift and facility they were in at the time they went on assignment, seniority permitting.
  4. When an employee returns to active status from assignment they shall be mean averaged into the appropriate overtime group.
  5. An active employee who is laid off while on assignment will not be processed at that time, but upon their return, they will be processed effective as of the date they would have been laid off had they not accepted the assignment. (This is an exception to 79D.)
  6. An active employee who is recalled while they are on assignment will not be processed at that time, but upon their return they will be processed effective the date they would have been recalled had they not accepted the assignment.
  7. When possible, the Union will be notified at least seven (7) days prior to the assignment. In cases where it is not possible, Labor Relations will notify the Union as soon as they are aware.
- B. An employee who accepts an offsite assignment of less than ninety (90) days while remaining on the Company payroll will be treated as follows:
1. Any employee who accepts an offsite assignment will not accrue any more seniority than they would have accrued had they not accepted the assignment.
  2. When employees return from offsite they shall be placed in the classification, department, shift and facility they were in at the time they accepted the assignment, seniority permitting.
  3. An employee who is surplussed while on an offsite assignment will not be processed at that time, but upon their return, they will be processed effective as of the date they would have been surplussed had they not accepted



the assignment. (This is an exception to 79D.)

4. An employee who is recalled while they are on an offsite assignment will not be processed at that time, but upon their return they will be processed effective as of the date they would have been recalled had they not accepted the assignment.
5. An employee who is recalled while on an offsite assignment will, upon their return from offsite, have their pay and benefits adjusted to reflect the appropriate pay and benefits they would have received had they returned at the time of recall rather than at the conclusion of the assignment. This is not intended to pyramid, double, or make such benefits retroactive in any manner.
6. While assigned offsite, employees shall remain on the overtime rolls and charges for overtime worked and/or compensated for will be brought back and adjusted at the end of each calendar month, and/or date of return.

## ARTICLE XVII

### GENERAL PROVISIONS

#### Section 87. Union Bulletin Boards

The Company will furnish bulletin boards for the exclusive use of the Union, such bulletin boards to be used solely for the posting of notices relative to official Union business. The number of such boards shall be agreed upon by the parties hereto. No notice shall be posted unless it has been approved for posting by the signature of the designated representatives of the Union and the Company.

#### Section 88. Safety & Sanitation

The Company agrees that it will provide proper safety and sanitary conditions and devices in its office and the employees agree to comply with all safety, sanitary and fire regulations.

#### Section 89. Company Rules

The Company agrees to supply each employee with a copy of rules and regulations of the Company concerning Management, Safety, Police and Fire protection, etc., but these rules and regulations shall not be so defined as to abridge the rights of the employees guaranteed by this agreement.

#### Section 90. Copy of Agreement

So that each employee may know that Local 317 is the duly constituted bargaining agent, and as such represents the covered employees, the Company will agree to give each such present employee a printed copy of this Agreement, and each new employee as he is hired a copy of this Agreement, as well as a copy of the form authorizing check off for Union membership dues. It is agreed that the Union will furnish the Company the necessary check off forms. Any change of address of a covered employee shall be sent to the Union.

#### Section 91. Discrimination

No employee will either be discriminated against or harassed because of race, color, religion, sex, national origin, age, Union affiliation, or by virtue of being a handicapped individual, a disabled veteran, or a Vietnam Era veteran.

#### Section 92. Call-In Pay

Any hourly or salary employee reporting for work and being ready for work at the stated time and who has not been properly notified by the Company not to report, and who is prevented from working at least four (4) hours shall be paid for four (4) hours at his regular hourly rate. If an hourly or salary employee is called back after he has left the plant premises, he will be guaranteed four (4) hours work. If the employee's services are not required or utilized for the four (4) hours he shall be paid in lieu thereof.

This entire provision will not apply in case such work is prevented by Acts of God, including floods, fire, tornadoes, etc., and strikes.

#### Section 93. Late Punch-In

A penalty of 1/10th of an hour will be given an employee who punches in from one (1) to six (6) minutes late. For a tardiness beyond six (6) minutes, the regular procedure of six (6) minute intervals will apply, i.e., up to twelve (12) minutes, minus 2/10ths of an hour, up to eighteen (18) minutes, minus 3/10ths of an hour, etc. Employees shall not be required to work during any such penalty period.

#### Section 94. Supervisor Working

It is not the intention of Management to utilize the services of supervisory personnel in such a manner as to deprive Union covered employees of a job. Supervisory personnel will be allowed to work only when covered personnel are not available, are absent, for instruction purposes, or under circumstances where

his services are required to effectively direct and maintain operation.

#### Section 95. Data Processing

It is recognized that in the field of data processing, improved and advanced equipment will be introduced from time to time. When the advent of such new equipment results in a drastic change, the Company agrees to meet with the Union to discuss the problem of consideration of other work for qualified displaced employees. Failing to reach agreement in such situations, the Union reserves the right to strike, but only after the steps provided in the International UAW Constitution have been followed.

This right to strike shall be limited to thirty (30) days following the failure to agree. Nothing in this Section is to be construed as limiting the Company's right to control its operations as outlined in Article III, Management.

#### Section 96. Job Specifications

- A. The preamble to and the job specifications are to be considered included in this Contract.
- B. The Company will write job specifications for, evaluate and set rates for, and install new job classifications. Copies of the new job specifications and rates shall be furnished the Union as soon as possible. The Union shall have thirty (30) calendar days from receipt of the job specifications and rates to signify agreement or disagreement with the job specification and rate as installed by the Company. Failure to notify the Company of such disagreement within thirty (30) calendar days shall signify acceptance of the job specification and rate as installed by the Company. In the event the Union does disagree, the parties shall meet to negotiate the new job specification and rate. Should the job specification and/or rate be changed as the result of negotiations or arbitration, the benefits shall be applied retroactively to the employee, or employees, who have been performing the work.

Should the parties fail to agree within the thirty (30) calendar day period following receipt of the specification and rate by the Union, the matter of job specification, rate and requirements may be referred to arbitration as provided in Article VI.

Any revision of the existing jobs in the present job specification book maintained by the Company will be handled and considered by the Company and the Union in line with past practice which is by mutual agreement.

## Section 97. Jury Duty

- A. When an employee is absent from work in order to serve as a petit juror or a Federal Grand juror on a regularly scheduled working day, he shall be excused from work and receive eight (8) hours of pay at his base straight time rate, less any jury fees he received. Proof of such service satisfactory to the Company must be produced before this Section shall apply. The Company payment is limited to a maximum of five (5) days in any week.
- B. All second and third shift workers entitled to shift differential by Contract shall have their jury duty pay computed so as to include such differential.

## Section 98. Bereavement Pay.

Any employee who has a death in the immediate family:

Husband or Wife	Grand Child	Father-in-Law or Mother-in-Law
Child	Half Brother or Half Sister	Step Child
Father or Mother	Step Father or Step Mother	Step Father-in-Law or Step Mother-in-Law
Brother or Sister	Step Brother or Step Sister	Grand Parent of Employee or Spouse

will be entitled to take the first three (3) scheduled working days, following his notification of such death, off with up to eight (8) hours bereavement pay for each day. Bereavement pay will not be paid for any day in which the employee is paid by the Company in any other manner. All second and third shift workers entitled to shift differential by contract shall have their bereavement pay computed so as to include such differential.

In situations where the funeral is delayed until after the first three (3) scheduled working days following notification of death, the employee will be allowed to take the three (3) days of bereavement off at a later date. In such cases, the three (3) days must be three (3) consecutive work days, the funeral must be held on one (1) of the three (3) days involved, and the employee must attend the funeral.

Notwithstanding the above, an employee may charge a fraction of a day to bereavement pay, but such fractional payment is limited to the difference between eight (8) hours pay at straight time, and the amount of pay the employee received for the time worked during his or her assigned shift on that day.

When an employee charges a fraction of a day to bereavement, that day will be considered one full bereavement day.

#### Section 99. Group Leaders

- A. It is recognized that there may be a need for working Group Leaders, and it is agreed that such persons shall be covered by this Contract. It is agreed that all Group Leader jobs will fall into one (1) of the two (2) following categories:
1. A specific classification, the duties and range of which are duly negotiated by the parties - these jobs shall be filled by the regular bid system for upgrading and the job specification shall be so marked. Group Leaders of this type shall hold seniority as such in the classification of Group Leader.
  2. A specific classification in which the incumbent performs only the work normally performed by others in the group and is responsible for directing their activities. When promotions are to be effected to this type of Group Leader, first consideration for such promotion will be given the senior employee. If he has equal or better ability than other employees who have less seniority, he will be promoted. If the employee with the highest seniority does not have the above qualifications, the next ranking seniority employee will be considered for the promotion. This consideration of senior employees will continue until the promotion is made. In the event no employee possesses the requirements for the job, the Company maintains the right to transfer any other employee or to hire to fill the job. Group Leaders of this type shall hold seniority only as a worker and not as a Group Leader. Consideration of employees for promotion to Group Leader under this paragraph will be limited to employees in the classification from which the Group Leader is to be selected within a department without regard to shift or facility.

#### Section 100. Service Duty

Employees on service duty away from the plant may be paid on a salary basis, which is not less than their normal weekly earnings, and in addition will be granted a reasonable expense allowance in

accordance with corporate policy established for employees of similar status. Unless any such employee working away from the home plant is under written agreement to remain for a specified time, or whereby he accepts his new location as his home station, he will be entitled at the end of ninety (90) days to return to the Company home plant if he so desires. If the service employee's new location becomes his new home station, the Company will not pay any weekly expense allowance.

#### **Section 101. Generic Reference To Male And Female**

The Company and the Union recognize that this Agreement covers a group composed of both male and female persons, and therefore stipulate that the terms and conditions herein set forth apply equally to all such persons regardless of such differences. The terminology of this agreement is specifically intended by the parties to be used and understood in the generic sense as applying to the whole covered group without reference to or connotation of such differences.

#### **Section 102. Break Periods**

Employees may utilize vending machines in a reasonable manner, and provided the use thereof is not abused. From time to time, because of health or safety or environment or quality or production requirements, certain areas may be designated as controlled areas. In such areas food and/or drink and/or tobacco materials may not be permitted. In those areas the following policy shall apply:

Other than taking care of normal personal needs on a reasonable basis, employees in such areas will not leave their work station for an excessive amount of time, nor shall they leave their work station when the known production cycle requires their personal attention.

#### **Section 103. Smoking Rules**

Effective September 1, 1993, smoking will be permitted only in non-prohibited outside areas with appropriate ashtrays. Smoking shall not be permitted during the first hour of the shift, during the hour before lunch periods and during the hour following lunch periods and during the final hour of the shift. The individual employee is not to exceed the normal time allowed for personal delay (twenty-four minutes a day) and this does not constitute additional time away from work for smokers.

#### **Section 104. Substance Abuse**

- A. Drug and alcohol testing programs should be closely monitored through a joint-oversight committee of Local 317 and BHTI management personnel to identify potential abuses and

immediately implement corrective action.

- B. Drug and alcohol testing should only be permitted on a showing of probable cause of on-the-job impairment which has a direct and measurable impact on the safety, productivity, or the quality of work of the suspected employee. Random drug testing is confined to those instances mandated by government regulations and/or those identified in this Program.
- C. Treatment, rehabilitation, and counseling are the prime objectives and focus of the BHTI/UAW Local 317 testing program. The parties have agreed upon an Employee Assistance Program (EAP) which is designed to aid in assessment and the referral for treatment, rehabilitation, and counseling of employees or their covered dependents who seek assistance.
- D. Testing procedures and laboratories must meet or exceed standards established by the U.S. Department of Health and Human Services. Only reliable test procedures and facilities (with established records of accuracy, precision, sensitivity, and specificity of toxicological testing) are to be used. Positive test results must be subject to verification by approved scientific methods. All test data and evidence must be clearly identified and preserved for further verification.
- E. The privacy rights of employees must be protected to the maximum extent possible. Sanctions must be imposed for violations of confidentiality.
- F. Discipline is appropriate for proved impairment of the worker's on-the-job performance. Any discipline must be subject to review under the grievance procedure and through arbitration or mediation.
- G. Neither BHTI nor the UAW have any tolerance whatsoever for drug pushers or providers. The UAW, therefore, agrees not to pursue grievances for employees who have been disciplined or discharged by their employer who are guilty of engaging in drug pushing or drug trafficking. This prohibition applies not only to those persons who are in control of these activities, but those who knowingly assist in permitting such activities to occur by acting as couriers, dispensers, bankers, or as other key participants in the drug trafficking operation. Where participation of a worker in such activities is clear and established, the grievance should be withdrawn or closed. Where the evidence is not conclusive that the employee is guilty of participating in a drug trafficking operation, the grievance should be processed consistent with the UAW's

established standards for grievance handling.

- H. Upon a first violation of the substance abuse policy for employees legally mandated to be subject to drug and alcohol testing, the offending employee shall be demoted to non-sensitive jobs, seniority permitting, and shall remain in that position until such time as they are approved to return to their prior classification by the Medical Review Officer (MRO).
- I. Upon a second violation of the substance abuse policy for employees legally mandated to be subject to drug and alcohol testing, the employee will not return to work until the employee satisfactorily meets the conditions set forth below and will be permanently assigned, seniority permitting, to non-sensitive jobs. Such employee shall be eligible for bid to other non-sensitive positions in accordance with the terms of the labor agreement. Any employee testing positive for a second violation of the substance abuse policy is permanently barred from performing work on any task identified as safety sensitive work by the appropriate federal agency (regardless of certification requirements of customer designation).

The employee meets the objectives of the prescribed treatment identified by the MRO and with the involvement of the EAP, where appropriate.

The employee satisfactorily passes a drug test at the point and time at which the employee is authorized to return to work.

Note: The employee will be subject to drug testing for the 24 months following his return to work for a substance abuse violation. It is understood that such testing will be conducted no more than six times in a 12-month period. The decision as to when an employee must have such a drug test will be made by the plant Medical Department, and will not be a supervisory determination. If the employee subsequently tests positive for illegal drugs or unauthorized prescription drugs, the employee will not be allowed to continue work and will be placed on medical leave.

- J. Any employee having a third positive substance abuse policy violation, within 36 months of the first violation, shall be terminated upon confirmation of the positive drug test. Such employee shall have no access to the grievance procedure to protest the reasonableness of the penalty. The employee may process a grievance protesting compliance with the substance abuse policy.



- K. Any employee who refuses assessment, treatment, or testing in accordance with the provisions of this Program will be treated as though the employee had tested positive.

**Section 105. Incumbent Employee Training**

**In situations that involve a new hire or reassignment within a classification, employees providing the training will receive fifty (50) cents per hour above their current rate. This section is applicable only if it is a formal training situation of forty (40) hours or more.**

**ARTICLE XVIII**

**GOVERNMENT SECURITY CLAUSE**

**Section 106. Security Clause**

The Union recognizes that the Company has certain obligations in its contracts with the Government pertaining to security, and agrees that nothing contained in this Contract is intended to place the Company in violation of its security agreement with the Government. Therefore, in the event that the United States Army or any other Government Agency concerned with Bell Helicopter Textron security regulations, advises the Company that any member of Local 317 is restricted from work on, or access to, classified information or material, the Union will not contest any action the Company may reasonably take to comply with its security obligations to the Government.

**ARTICLE XIX**

**STOCK SAVINGS PLAN**

**Section 107.**

Effective July 1, 1966, the Company agrees to permit employees to participate in the Textron Employees Stock Savings Plan. Details of the plan are set forth in booklet form and a copy will be distributed to each employee.

## ARTICLE XX

### DURATION OF AGREEMENT

#### Section 108. Duration

- A. This agreement shall become effective as of **June 26, 2000**.
- B. This agreement shall remain in full force and effect until midnight, **June 29, 2003**, and thereafter for yearly periods - unless notice is given in writing either by the Company or the Union to the other, not less than sixty (60) days prior to the expiration of any such period, of its desire to modify, amend or terminate this agreement.
- C. Notice shall be in writing and shall be sent by certified mail, addressed, if to the Union, to the International Union, UAW 5244 East Grand Avenue, Dallas, Texas 75223, and if to the Company to Bell Helicopter Textron, care of the Vice President of Human Resources, P.O. Box 482, Fort Worth, Texas 76101.
- D. Nothing contained in this Contract is intended to place the Company in violation of any Local, State or Federal Statutes governing any and all subject matter herein. There shall be no financial liability attaching to the Company in complying with any Local, Federal or State Law applicable to any of the terms of this Agreement.
- E. This Contract represents the final resolution of all matters in dispute between the parties concerning the terms of this Contract, and any and all other agreements, oral or written, concerning the terms of this Contract, are hereby rescinded, except supplemental agreements between the parties executed in writing.
- F. This agreement shall be final and binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement on this the 29<sup>th</sup> day of August, 2000.

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

BELL HELICOPTER  
TEXTRON INC.,  
Subsidiary of  
TEXTRON, INC.

/s/ Stephen Yokich  
Stephen Yokich  
International President,  
UAW

/s/ P.D. Shabay  
P.D. Shabay  
Exec. Vice President Adm. and  
Chief Human Resources Officer

/s/ Ron Gettelfinger  
Ron Gettelfinger  
Vice President & Director  
National Aerospace Dept., UAW

/s/ John S. Hay  
John S. Hay  
Director, Employee Relations

/s/ Jim Wells  
Jim Wells  
Director, Region 5, UAW

/s/ Gary D. Kelley  
Gary D. Kelley  
Manager, Labor  
Relations, Placement

/s/ Fred Singleton  
Fred Singleton  
Assistant Director  
Region 5, UAW

/s/ E.L. Taylor  
E.L. Taylor  
Labor Relations Administrator

/s/ Mike Hall  
Mike Hall  
International  
Representative  
Region 5, UAW

LOCAL 317, UAW

/s/ Jim Ledenham  
Jim Ledenham  
President

/s/ Judy Mock  
Judy Mock  
Vice President

/s/ Perry L. Cheatham  
Perry L. Cheatham  
Chairman

/s/ Steve Kozak  
Steve Kozak  
Committeeman

/s/ Molly Woolard  
Molly Woolard  
Committeeman

/s/ Jerry E. Miller  
Jerry E. Miller  
Committeeman

/s/ Dewey Tennant  
Dewey Tennant  
Committeeman

## APPENDIX A

In the event the Company exercises its option, as outlined in Section 56C2, to select employees for upgrading trial from qualified bidders who hold or have successfully held lower job classifications in the same occupational series, the selection shall be made as follows:

UPGRADING TRIAL FOR:	EMPLOYEES TO BE SELECTED FROM:
Accountant, Associate	Sr. Accounting Clerk
Accountant, Senior	Accountant
Accountant, Staff	Accountant, Senior
Accountant	Accountant, Associate
Administrator, Traffic, Class II	Administrator, Traffic, Class I
Analyst, Contractual Data, Class II	Analyst, Contractual Data, Class I
Editor, Technical Publications	Writer, Technical Publications, Class II
Writer, Technical Publications Class II	Writer, Technical Publications, Class I
Estimator, Group Leader*	Estimator, Senior
Illustrator, Technical Publications, Class II	Illustrator, Technical Publications, Class I
Material Accountant, Class II	Material Accountant, Class I
Technical Illustrator, Preliminary Design	Illustrator, Technical Publications, Class II

\*NOTE: Must be selected from Estimator, Senior. Job will not be posted.

## APPENDIX B

Overtime for Material Requirement Specialist, Cost Analyst Class II, Cost Analyst Class III, Estimator Group Leader and Estimator Senior shall be worked by the particular employee who requires the overtime to complete his activities. In the event it is necessary to assign other employees to assist, overtime shall be given to the low overtime employee in that group.

### PREAMBLE

### JOB SPECIFICATIONS

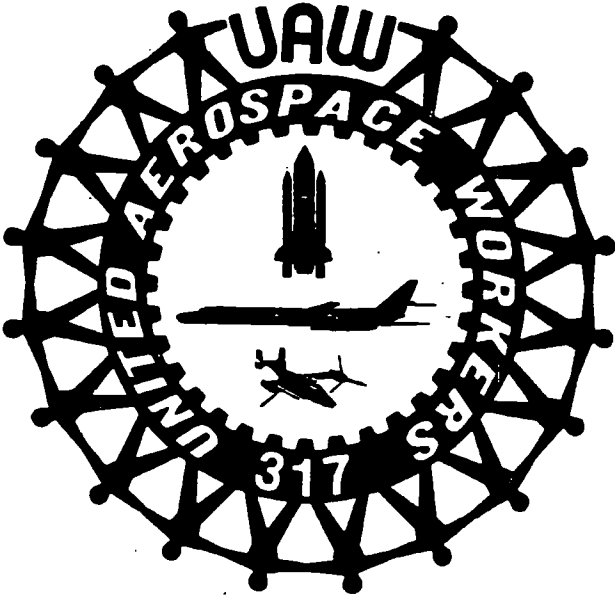
Job Rating Specifications covering work in each classification are provided for the general identification of the work of the classification for the primary purpose of Job Evaluation, and are not to be considered to be exclusive or all inclusive. An employee may be asked to perform an assignment relating to or a part of the duties although not shown under the Job Rating Specification.

To qualify for a given classification, an employee must have the necessary qualifications to properly perform a major part of the duties outlined, or be specialized in performing a specific phase of the duties as outline.









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Local 317, UAW**

