

A G R E E M E N T

AGREEMENT, entered into as of the
17th day of August, 2019

between

CURTISS-WRIGHT ELECTRO-MECHANICAL CORPORATION,
EMD
CHESWICK, PENNSYLVANIA

hereinafter called "The Company"

and

ASSOCIATION OF WESTINGHOUSE SALARIED EMPLOYEES

and

FEDERATION OF INDEPENDENT SALARIED UNIONS

hereinafter called the "Union" with respect to the units
hereinafter described

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A G R E E M E N T

between

**CURTISS-WRIGHT ELECTRO-MECHANICAL CORPORATION
ELECTRO-MECHANICAL DIVISION
CHESWICK, PENNSYLVANIA**

and

**ASSOCIATION OF WESTINGHOUSE SALARIED EMPLOYEES
AND
FEDERATION OF INDEPENDENT SALARIED UNIONS
INTRODUCTION**

AGREEMENT, entered into as of the 17th day of August, 2019 between CURTISS-WRIGHT ELECTRO-MECHANICAL CORPORATION, EMD, CHESWICK, PENNSYLVANIA hereinafter referred to as the "Company," and the ASSOCIATION OF WESTINGHOUSE SALARIED EMPLOYEES an affiliate of the FEDERATION OF INDEPENDENT SALARIED UNIONS, hereinafter jointly referred to as the "Union".

SECTION I--RECOGNITION

- A. The Company recognizes the Union for those units where the Union, through a National Labor Relations Board certification has been lawfully designated as the exclusive bargaining agent. The units for which the Union has been certified and which are included within this Agreement are set forth below and made a part of this Agreement.

All office and plant clerical and technical employees of Curtiss-Wright Electro-Mechanical Corporation at its Cheswick Plant, Cheswick, Pennsylvania, excluding the secretaries to the department managers, to the managers of manufacturing, and to the assistant to the general manager, confidential human resources department employees, buyers and guards, professional employees, and supervisors as defined in the National Labor Relations Act, as amended.

- B. Any units composed solely of non-supervisory salaried employees in the manufacturing plants or areas of the Company for which the Union shall be lawfully certified by the National Labor Relations Board as exclusive bargaining representative, shall, upon assent in writing to this Agreement by such representative, be included in and covered by this Agreement as of the date of certification, except that either party may withhold the application of those portions of this Agreement

considered inapplicable to such units by giving written notice to the other party within thirty (30) days of such representative's assent. Such matters shall be resolved by collective bargaining. Other units for which the Union shall be lawfully certified may, upon agreement of the Union and the Company, be included in and covered by this Agreement.

- C. The following definition will determine supervisors excluded from the various certified bargaining units:

"any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."

SECTION II--NEGOTIATING COMMITTEE

The Negotiating Committee shall consist of not more than *four (4)* representatives from the Union and *four (4)* representatives from the Company. Either party may at any time change said representatives, provided that neither party will be represented by more than *four (4)* representatives. Either party may, on occasion, but with

prior notice to the other, include an additional person for the purpose of providing specialized information only; such person will not participate in negotiations.

SECTION III--COOPERATION

- A. The Company and the Union recognize that mutual respect and confidence will aid greatly in carrying out the provisions of this Agreement and will also go far toward bringing about the harmonious relations which both desire. The Company and the Union further agree that collective bargaining can best succeed in a friendly atmosphere in which both parties bargain in good faith and with an honest desire to understand each other's point of view.

- B. The Union recognizes that it is the responsibility and right of the Company to maintain discipline and efficiency, and agrees that Management shall have the freedom of action necessary to discharge its responsibility for the successful operation of the Company. These responsibilities and rights of the Company do not in any way limit any other specific provision of this Agreement. The Union and the Company agree to administer the provisions of this Agreement in good faith.

- C. The Company agrees that it or its supervisors or other employees will not discriminate against any employee because of membership or activities in the Union.

- D. The Union agrees that neither it, its officers, its members, nor persons employed directly or indirectly by it, will discriminate against any employee. The Union agrees not to solicit members, dues or funds during the working hours of employees involved.
- E. 1. The Union and the Company reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, creed, color, sex, age, national origin, physical or mental handicap or disability, or because an employee is a disabled veteran or veteran of the Vietnam era, or because of citizenship status, except citizenship status which is otherwise required in order to comply with law, regulation or federal executive order, or required by federal, state, or local government contract, or which the Attorney General of the United States determines to be essential for an employer to do business with an agency or department of the federal, state, or local government. The parties recognize and accept that any term of gender in this Agreement is intended to include and does include both feminine and masculine as appropriate.
2. Nothing in this Agreement shall operate or be construed to restrict the Company in any manner whatsoever in complying with its obligations under the Americans With Disabilities Act, except as

provided in this subparagraph 2. After the Company determines that a reasonable accommodation will be made for a qualified person with a disability as defined in the Act, and where such person is or will be a member of the bargaining unit, the Company will notify the Union in advance of implementing the accommodation, and explain the reasons therefore to the extent permitted by the Act. It is understood and agreed that where alternative reasonable accommodations exist, the Company will, wherever possible, select the alternative which avoids, or minimizes, violation of the express terms of this Agreement. The Company's implementation of a reasonable accommodation may be made the subject of a grievance under Section XV-Settlement of Disputes, Paragraph B. Grievance Procedure; provided, however, that except as may be authorized by the accommodated individual involved, the Company shall not be required to provide or reveal confidential information regarding such individual's disability.

F. The Company recognizes that it is the responsibility of the Union to represent the employees covered by this Agreement effectively and fairly.

SECTION IV--CONSIDERATION

This Agreement evidences the understanding reached through collective bargaining between the Company and the Union. Both parties share the belief that publication of these provisions will tend to eliminate misunderstanding and promote accord, and the Union and the Company will work in unison to that end. The Company will, upon execution of this Agreement, provide a reasonable number of copies to be made available to interested persons upon request.

Whenever used in this Agreement, masculine pronouns are understood to include both men and women unless, if the unlikely extent the context indicates otherwise.

SECTION V--AGENCY SHOP AND CHECKOFF

A. Agency Shop

1. Employees Who Are Union Members

Subject to the provisions of Paragraph 5, all employees in any job in any unit covered by this Agreement shall, as a condition of employment, remain members of the Union in good standing insofar as the payment of periodic dues is concerned or if thereafter at any time such members resign, or otherwise fail to remain members of the Union in good standing insofar as the payment of periodic

dues, uniformly required, is concerned, they shall as a condition of employment pay to the Union a service fee equivalent to the periodic dues required of members in good standing.

2. Employees Who Are Not Union Members

- a. Subject to the provisions of Paragraph 5, all employees in any job in any unit covered by the Agreement and who are either returned to the active roll from layoff, disability or leave of absence, or are transferred into a unit covered by this Agreement, and at the time of such hire, rehire, return, or transfer are not already members of the Union, will be required, as a condition of employment, beginning on the thirty-first (31st) day following their date of hire, rehire, return or transfer, either to become and/or remain members of the Union in good standing insofar as the payment of periodic dues, uniformly required, is concerned, or in lieu of such membership, pay to the Union a service fee equivalent to periodic dues uniformly required.
- b. All other employees in any job in any unit covered by this Agreement who are not members of the Union, will be required, to become and/or remain members of the Union in good standing insofar as the payment of periodic

dues, uniformly required, is concerned, or in lieu of such membership, pay to the Union a service fee equivalent to the Union's periodic dues, uniformly required.

3. Procedure for Termination of Employment

- a. The Company shall be obligated under this Section to terminate the employment of any employee by reason of his failure to obtain or to maintain membership in the Union and for any employee who fails to obtain and/or maintain membership, his failure to pay service fees equivalent to dues, upon receipt of written request for such termination from the Union except that the Company shall have the right to refuse such request if it has reasonable grounds for believing (i) that such membership is not available to the employee on the same terms and conditions generally applicable to other members, or (ii) that membership has been denied or terminated for reasons other than the failure of the employee to tender the periodic dues uniformly required as a condition of acquiring or retaining membership.
- b. The Union agrees to indemnify and save harmless the Company from any payment the Company may be required to make in favor of any employee whose employment is terminated

pursuant to any such request.

4. Definitions

For the purpose of this Section, the term "dues" shall mean payment required in equal amounts from every member once during each month.

5. State Laws

This Section shall not apply to employees employed in any state during any period (i) while the laws of such state provide, in substance, that it is illegal or against public policy to make union membership, or the payment to a union of any dues, fees or other charges by a non-member, a condition of employment, or (ii) while such laws impose restrictions upon the making of union security agreements which have not been fully complied with.

B. Checkoff

1. Dues/Service Fees Deduction Authorizations

For the duration of this Agreement, the Company shall deduct from the first pay of each month Union dues or an equivalent service fee and promptly remit same to the Union for those employees in the bargaining units whose written and signed authorizations are received by the Company. Such authorizations shall be valid only if submitted on one of the forms set forth in paragraph

2. of this Section, or on a form approved by the Company; provided, however, that within the same bargaining unit all employees who authorize the deduction of dues or equivalent service fees shall use the same form of authorization.

2. Monthly Deduction Authorizations

a. Monthly Dues Deduction Authorization

The following authorization form, with all blanks properly filled in, will be used:

Name (Print).....
(First) (Middle Initial) (Last)

Effective Date.....

To Curtiss-Wright Electro-Mechanical Corporation

Please deduct from my pay each month my monthly dues as a member of (Name of Union), hereafter called "the Union," in the amount certified to you as being the membership dues of such Union. Remit the amount so deducted to such Union in accordance with this authorization and assignment.

This assignment and authorization shall be irrevocable, except that it may be revoked by my giving written notice to you by individual registered

or certified mail, which must be either postmarked or received by the Company during any one of the following periods: (i) the period from June 23 to June 30, inclusive, of each year of the Agreement between Curtis-Wright Electro-Mechanical Corporation and the Association of Westinghouse Salaried Employees and the Federation of Independent Salaried Unions; or (ii) after the end of the then current term, or any subsequent term thereof. This assignment and authorization supersedes all authorizations and assignments previously signed by me with respect to union dues and/or initiation fees.

I agree to waive any claim against the Company, other than one based upon a clerical error, that may arise because of this assignment and authorization.

.....
Division Department Employee's Signature

(Name of Union) Deduction Authorization

b. Monthly Union Service Fees Authorization

The following authorization form, with all blanks properly filled in will be used:

Name (Print).....
(First) (MI) (Last)

To Curtiss-Wright Electro-Mechanical Corporation

Please deduct from my pay each month my monthly service fees to (Name of Union), in the amount certified to you as being the membership dues of such Union. Remit the amount so deducted to such Union in accordance with this authorization and assignment.

This assignment and authorization shall be irrevocable, except that it may be revoked by my giving written notice to you by individual registered mail postmarked, or received by the Company, either (i) during a period from June 23 to June 30, inclusive, of each year of the Agreement between Curtiss-Wright Electro-Mechanical Corporation and the Association of Westinghouse Salaried Employees and the Federation of Independent Salaried Unions; or (ii) after the end of the then current term, or any subsequent term thereof. This assignment and authorization supersedes all authorizations and assignments previously signed by me with respect to Union service fees or Union dues.

I agree to waive any claim against the Company, other than one based upon a clerical error, that may arise because of this assignment and authorization.

Division Department Employee's Signature

(Name of Union) DEDUCTION
AUTHORIZATION

3. Membership Dues

Within the meaning of the dues deduction authorizations, membership dues will include only that regular payment required equally of all members which has been designated as membership dues pursuant to appropriate Union constitutions and by-laws. All such authorizations will be in the same dollar and cents amount. Excluded specifically from such authorizations are fines, penalties, contributions, assessments, strike assessments, taxes of any kind, or any other type of payments, which will not be imposed on any member by the Union during the term of this Agreement.

4. Notice of Changes in Dues

The Union shall notify Management by certified mail of any change in the sum of money to be deducted as dues pursuant to the authorizations set forth in paragraph 2 above.

5. Starting Deductions

a. Monthly Deduction Authorizations

(i) Deductions for employees paid monthly will be started within the month, provided the authorization is received by the Company not later than the sixth working day of the month.

(ii) Deductions will be made from the end of the month pay in the case of monthly payrolls. If a member does not receive pay during the month, dues or service fees for that month will not be deducted by the Company from the pay in any subsequent month. Collection of any back dues or service fees owed at the time of starting deduction for any employee will be the responsibility of the Union and will not be the subject of payroll deduction.

6. Delinquencies

a. Monthly Deduction Authorizations

Dues or service fees unpaid because the employee was not working during the first pay period of the month will be deducted from the first pay period worked in that month. If an employee does not work at any time during the month, dues or service fees for the month not worked will not be deducted by

the Company from pay in any subsequent month.

7. Adjustment of Errors

Except where the Company has made a clerical error in the deduction for dues or service fees which will be adjusted promptly by the Company, any question as to the correctness of the amount deducted shall be settled between the employee and the Union; and the Union shall indemnify the Company and save it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Company for the purpose of complying with the provisions of this Section V or in reliance on any authorization form or information furnished to the Company under such provisions.

8. Reinstatements

Employees who return to the active payroll from sickness, leave of absence, or who are recalled from the Inactive Seniority List shall have dues or service fees deductions automatically reinstated upon return to work, providing their individual written and signed authorizations for the deduction are still in effect. When an employee is rehired in the same bargaining unit but not from the Inactive Seniority List, his deduction authorization (if in effect at time of separation) shall be reinstated only if he signs a request for continuation of such deductions on the reverse side of the authorization

form. In all cases, however, reinstatement of the dues or service fees deduction authorization will be made only if the authorization form previously signed is that which is currently in use in that bargaining unit.

9. Contact with the Union

One (1) employee in the Accounting Department will be designated to confer with an individual designated by the Union and clear all questions regarding the detail of record and reconciliation of deduction of dues or service fees.

10. Report and Remittances

- a. The Company will attach a substantiating list to each dues or service fees check sent to the Union.
- b. Local Management will notify the Union immediately upon receipt of a notice of revocation of dues or service fees authorization by an employee.

11. State Laws

This Section shall apply only to the extent that its provisions are consistent with applicable state laws.

SECTION VI—SALARIES

A. Salary Schedules

1. Salaries will be paid according to a schedule based upon the classification system in the bargaining unit. The place on the schedule of each position will be in relation to other positions in the bargaining unit and in reference to the lowest and the highest paid positions.
2. Any employee will, unless otherwise mutually agreed upon, receive a salary rate within the established rate range and the salary paid will be based on merit.
3. All changes in an employee's position or rate except hiring, separation or temporary rate adjustments, will be made effective on the first day of a payroll period. Wage adjustments that are scheduled for days other than the first of a pay period will be made effective on the first day of the next pay period.

B. Position Description and Evaluation

1. The Union agrees that the duties to be covered by a position, the preparation of position descriptions, and evaluation of new or changed

positions, are functions of Management.

2. The Company agrees to notify the Union president and present him with any new or changed position descriptions and their evaluation at least fifteen (15) days prior to making them effective. However, such effective date may be extended by mutual agreement.
3. During the period prior to the effective date of any new or changed position, at the request of the Union, the Company agrees to bargain with the Union on (a) the proper description of the position, and (b) its evaluation.
4. In the event that the Company and Union fail to reach agreement on the position description, or its evaluation, or both, in the period prior to the effective date thereof, the Company shall have the right to make effective its most recent proposal, and the Union shall have the right to process a grievance or grievances at the *third step* of the grievance procedure with respect thereto.
5. The Company agrees to bargain with the Union on the matters of proper position description and evaluation with respect to any existing position and, in the event of a failure to reach full agreement, the Union shall have the right to

process a grievance or grievances at the *third step* of the grievance procedure with respect thereto.

C. Group Leader Remuneration

1. A group leader is a non-supervisory employee who is a working member of a group, without disciplinary authority, who works under a minimum of supervision, who regularly leads, instructs, and guides employees in the group, and who generally allocates the work.
2. The formation, division, or discontinuance of groups and the selection of a group leader will be determined by local Management after discussion with the Union representative.
3. In selecting group leaders, the ability to organize and direct a group will be the deciding factor, with seniority being the next consideration.
4. Some salary positions may of necessity include a minor amount of work which may normally be recognized as group leading where groups are not considered necessary.
5. When an employee is assigned the duties of a group leader by local Management, he will be paid in accordance with the schedule set forth in

paragraph (6). Any questions concerning the payment of employees for such duties may be made the subject of a grievance.

6. Group leaders' remuneration depends on the base rate of the group leader and the size of the group. No group of more than twenty (20) exclusive of the leader will be formed. Additional compensation for group leaders will be based on the following schedule:

SCHEDULE

Size of Group, Exclusive of the Leader	Addition to Base Rate
2 to 5	5%
6 to 10	7.5%
11 to 20	10%

7. When the size of a group is increased or decreased for a period of more than three (3) months, it will be presumed that there has been a change in the group's usual or normal size sufficient to effect a change in the addition to base rate for group leading, and the rate of additional payment shall be changed in accordance with the schedule. The effective date of the change in group leader remuneration shall be the beginning of the payroll period following the end of such three (3) months period.

8. When a group is formed, divided, or discontinued, the effective date of the change in group leader remuneration shall be the beginning of the payroll period following the change.

D. Salary Re-Rates

1. Salary rate increases are based on merit, including the employee's capacity to handle the range of work of his position classification and the quality and quantity of work being performed. Any merit increase will be of such amount as to make his rate commensurate with his performance as related to these factors.
2.
 - a. Salaried employees whose work is satisfactory will receive a merit increase above the minimum of the rate range of their then-current position not later than the first of the seventh month after employment in the case of employees paid monthly.
 - b. Employees who are not at the maximum of their current Salary Grade are eligible for merit increases for their performance based on January 1 through December 31.

Local Management will schedule a meeting with the District Representative, Group Representative and the President of the AWSE in January/February to review all eligible employees' performance and provide the merit increase of those individuals. Annual merit increases normally commence on March 1.

- c. An employee upgraded to a higher class position, whose performance justifies it, will receive an increase to at least ten percent (10%) above the minimum rate of the new position not later than the first of the seventh month after upgrading in the case of employees paid monthly.

(If a probationary employee is upgraded within the probationary period, the employee will receive not less than ten percent (10%) above the minimum of the rate range of the position to which initially hired not later than the first of the seventh month after employment in the case of employees paid monthly.)

- d. An employee whose rate before either a transfer to a higher class position or an upgrading to a higher class position is above the minimum of the new classification and

whose work performance justifies it will receive a merit increase within the rate range not later than the first of the seventh month after upgrading in the case of employees paid monthly.

Employees who are to be considered for and do not receive an increase under the provisions of sub-paragraph (c) above will be informed in writing of the reasons therefore not later than the first of the seventh month after upgrading in the case of employees paid monthly. The appropriate Union representative also will be so informed.

- e. When an employee is upgraded to a higher class position in the same occupation performing similar work, on similar type products, in the same department, he will receive an increase at the time of upgrading if his performance warrants an increase as described in sub-paragraph (1) of this paragraph D.
- f. Time not worked will not be included in computing the six-month period for salary rerates. Less than one-half month will not be deducted but more than one-half month will count as a full month not worked.

g. A new employee who is hired on or before the fifteenth calendar day in the month will receive credit for the full month when computing the six-month probationary period.

h. A new employee who is hired on or after the sixteenth calendar day in the month will receive credit when computing the six-month probationary period, beginning with the first day of the month following the month in which the employee was hired.

3. Promotional Increases

a. When an employee is granted a promotion and is assigned to a higher coded position in the same occupation, or has been promoted into a higher position via the bidding process, he will receive a promotional increase of 5% (but in no event higher than the maximum of the rate range of the promotion position).

If a promotion occurs after the annual merit period, the merit increase percentage will be deducted from the promotional increase percentage not to exceed the maximum of the rate range.

b. An employee who receives a promotion after the merit increase in the same calendar year

will receive a maximum combined increase of no more than 7%.

E. Night Turn Bonus

1. Employees working night turn will receive an extra compensation of *\$2.00 per hour* on night turn when the regular quitting time is after nine o'clock in the evening (9:00 P.M.) and up to and including nine o'clock (9:00 A.M.) of the following day.
2. However, employees hired after *August 21, 2005* will receive an extra compensation of one-dollar(\$1.00) if paid hourly, forty dollars (\$40.00) per week if paid weekly salary, and one hundred and seventy three dollars and thirty-three cents(\$173.33) if paid monthly salary for all work performed on such shifts until they have accumulated three (3) years of Company service, after which they will receive the extra compensation provided by this paragraph for work performed on such shifts.
3. Notwithstanding paragraphs 1.and 2.above, Management and the bargaining unit of the Union may agree to negotiate a night turn adjustment which differs from the above provisions.

F. Reporting for Work

Employees who report to work at Management's request on regular furlough days and at times not regularly scheduled will be granted a minimum of four (4) hours of work or equivalent pay. If the employee has qualified for overtime in accordance with the overtime provisions of this Agreement, extra remuneration as provided in Section XI-- Overtime--will be paid for hours not worked.

An employee who is requested to report for work who does not choose to remain for a period to qualify or to perform the work assigned will be paid only for the actual time worked.

NOTE: The foregoing provisions will not apply in the case of an emergency such as fire, flood, power failure, or work stoppage by employees in the plant.

G. Information

1. Information to the Union

- a. The Union will be furnished periodically with lists of employees transferred, hired, rehired, and released.

- b. The Union will be advised of any change in the classification of an employee before the individual is notified. When the Union representatives question the proposed change, the change will not be made effective for at least two (2) working days during which time the Union representatives may present the reasons for their position. At the termination of the two (2) days period the classification may be made effective and a grievance may then be filed.
- c. The Union will be furnished at least once annually, upon its request, a list of all employees in the bargaining unit, by order of seniority.

2. Information to local Management

Local Managements of the Company are to be kept advised by the Union as to the names of their authorized representatives.

3. Information to Employees

Information will be given to an employee concerning his employment status at the time of employment, upon change in position, change in rate, transfer between departments and granting of a leave of absence. Notification of change in employment status will be prepared at the same time the supervisor initiates the Authorization for

Change in Payroll, and will be given to the employee and the Union representative not later than the end of the pay period in which the change is made.

SECTION VII--HOURS OF WORK

A. Basic Work Week

The basic work week will be forty (40) hours based on eight (8) hours per day, five (5) days per week, Monday to Friday inclusive. An employee's work day is the twenty-four (24) hour period beginning with his assigned starting time of his work shift, and his day of rest starts at the same time on the day or days he is not scheduled to work. If the employee's shift assignment is changed on Monday, the work day immediately preceding such Monday shall end at the starting time of the newly assigned shift. The work week for all employees shall be seven (7) consecutive calendar days beginning with Monday, except that for employees on shifts which start less than eight (8) hours before Sunday midnight and extend into Monday, the work week shall be considered as beginning with the start of such shifts. Variations in hours of work and the schedules of hours of the several shifts are subjects for negotiations.

B. Variations in Basic Work Week

Conditions may make desirable a basic work week different from the standard basic work week for all or a portion of the employees. Such variations will be a matter for negotiations. Unusual situations may require modification of the established work schedules in the different units which may warrant special wage payment provisions which will be negotiated

C. Computation of Hours

In computing hours worked on late arrivals, early departures and for overtime in connection with attendance control, an employee will be credited with time worked from the start of the one-tenth (1/10) hour interval in which the recorded starting time falls, and to the end of the one-tenth (1/10) hour interval in which the recorded time of departure falls. Elapsed hours will be computed in terms of hours and tenths of hours.

D. Shift Preference

1. Shift preference, based on seniority credit, will be granted to and exercised among qualified employees on the same position classification in the same department only. Shift preference may be exercised only once in any twelve consecutive

month period.

2. At the time when position openings occur and there is a choice of shifts, seniority or shift preference will be recognized upon request of the eligible qualified employees.
3. In manning a new shift operation, if the vacancy is not filled in accordance with the paragraphs above, the least senior qualified employee will be assigned for the position involved on the new shift operation, provided such employee has successfully completed his/her six-month qualifying period on the position. The six-month qualifying period may be waived, at Management's discretion, provided there is adequate opportunity and supervision on the new shift operation to assure that the employee's work performance can be properly evaluated during the employee's qualifying period.

E. Shift Hours

The following work shifts are effective:

<u>Shift Number</u>	<u>Shift Hours</u>
1	6:00 a.m. to 2:30 p.m.
2	7:00 a.m. to 3:30 p.m.
3	7:15 a.m. to 3:30 p.m.
4	7:30 a.m. to 3:30 p.m.
5	7:30 a.m. to 4:00 p.m.

6	8:00 a.m. to 4:30 p.m.
7	9:30 a.m. to 6:00 p.m.
8	3:15 p.m. to 11:30 p.m.
9	3:30 p.m. to 11:30 p.m.
10	4:00 p.m. to 12:00 Midnight
11	11:15 p.m. to 7:30 a.m.
12	11:30 p.m. to 7:30 a.m.
13	12:00 Midnight to 8:00 a.m.

SECTION VIII--LEAVE OF ABSENCE

- A. The term "Leave of Absence" applies to a continuous period of thirty (30) days or more away from work without pay where the intent is to reinstate the employee at the expiration of the leave, subject to the prevailing conditions at that time, his return to work within the period of the leave of absence, and qualification under the usual employment standards including a physical examination.
- B. An employee may request a physical examination before taking such leave of absence. Physical defects will be recorded and brought to the attention of the employee. Physical defects, so recorded, will be given consideration by the Medical Department in determination of medical standards for returning to work at the end of the leave of absence period.
- C. Upon employee request, Management will consider granting an unpaid leave of absence not to exceed

thirty (30) days based on production requirements, a satisfactory performance record, the reason for the request, and the length of service of the employee, provided the employee has successfully completed the probationary period at the time of request. The Union representative will be advised prior to granting such leave.

- D. Where a request for leave of absence is made for a period of more than three (3) months, the leave will be granted for ninety (90) days and consideration may be given to an extension at the termination of the ninety (90) day period. In no case will the total period exceed twelve (12) months, except as outlined below.
- E. Upon written request of the Union, an employee elected to an office of the Union will be granted the usual leave of absence, without losing seniority, not to exceed one (1) year, unless an extension is granted. The determination as to whether such an extension will be granted will be reached through collective bargaining between the Union and Management, but in no case shall such leave or leaves of absence or any extension thereof total more than six (6) years. Such an employee, returning to his former position, will receive a rate commensurate with his rate immediately prior to his leave of absence.

SECTION IX--SENIORITY

A. Probation Period

1. A new employee shall be on a probation period until he has completed six (6) months of satisfactory employment.
2. The employee shall be considered on trial during this period.
3. Employees during this probation period will not be eligible for upgrading or transfer except by agreement between the supervisor and the Union representative.

B. Seniority Credit

1. Seniority credit for all employees will be the same number of years, months and days the employee has accumulated as an employee of the Company, *including prior CBS/WGS Corporation accumulated service if employed by the Company on October 28, 2002.*
2. An employee on furlough is on the active roll and will accumulate seniority while on furlough. An employee laid off is not on the active roll, will

not accumulate seniority while laid off, and is for all purposes considered as separated from the employ of the Company, but will have the right to be placed on the Inactive Seniority List and such other rights as are provided in this Section.

3. An effective seniority date for each employee will be established at the time of his re-employment or transfer to the bargaining unit.

C. Inactive Seniority List

1. The names of those laid off and receiving layoff and income benefits, except employees laid off during their probation period, will be placed on the Inactive Seniority List.
2. The names of employees who voluntarily quit, who are released, who have elected to receive permanent job separation benefits or who are discharged for cause will not be placed on the Inactive Seniority List.
3. When a job is available for a former employee on the Inactive Seniority List, he will be notified and the position will be held open for five (5) working days from the date of mailing of the notice. If the employee does not report within the five (5) day period his name will be removed

from the Inactive Seniority List. If, however, within a further ten (10) working day period the employee reports and submits satisfactory evidence that he was unable to report during the five (5) day period, his name will be returned to the Inactive Seniority List and he will be notified when work is again available. Where the person to be rehired is employed by another employer at the time he reports, arrangements will be made wherever possible to permit sufficient time to give necessary notification to such other employer.

4. Former employees will have their names removed from the Inactive Seniority List upon the occurrence of any of the following:
 - a. When the employee has been on the Inactive Seniority List for a period shown in the following table:
 - (i.) Less than two (2) years of accumulated length of service -- twelve (12) months following layoff.
 - (ii.) Two (2) years or more of accumulated length Of service -- fifty-four (54) months following layoff.
 - b. When he refuses to accept a job of the same

or higher salary level as the job held at the time of his layoff and which he is able to perform with only such training as an employee with previous satisfactory experience on such job would require.

- c. When the former employee fails to report for work or otherwise fails to respond to notice of recall in accordance with the applicable local procedure.

If, at the time of recall, the Company determines that a former employee is unable to be returned to the available job in question because of a physical or mental impairment, his name will remain on the inactive seniority list for the applicable period specified in Paragraph 4.a above and he will remain subject to recall to jobs as may subsequently become available during that period for which he is qualified, in accordance with applicable local seniority and recall procedures.

D. Return of Employees to Bargaining Unit

1. An employee who left a position classification which is within the bargaining unit, or a position classification which, if presently existing would be within the bargaining unit, to accept a supervisory position or other position

classification not in the bargaining unit, may be returned to the bargaining unit with the same seniority credit as when transferred out, plus seniority credit for the period of Company service out of the bargaining unit. Those employees may be returned by mutual agreement at any time during the one (1) year period.

2. An employee returning from leave of absence or disability, or returning to the bargaining unit pursuant to paragraph 1 above, will be placed by agreement with the Union, or will replace the least senior employee in his former position classification unless such position no longer exists or is held by a more senior employee. If it is not possible to place the employee in accordance with the above, he will be placed in accordance with the disposition procedures set forth in paragraph G. of this Section IX, as if he had been replaced in his most recent position in the bargaining unit.

E. Seniority Units

1. The composition of seniority units, which may consist of the certified bargaining unit or a subdivision thereof, and occupational progressions within the seniority units or bargaining units, shall be negotiated. One Seniority Unit is

established at the Cheswick site. Should new operations be initiated which would require the establishment of additional seniority units, the composition shall be negotiated.

2. Occupational Units – For the purpose of administering provisions governing seniority procedures, Occupational Units are established. Each Occupational Unit includes occupational groupings of positions requiring similar occupational skills and requirements. The placement of new or revised positions in Occupational Units will be discussed by the Human Resources department and the District Representative. Existing Occupational Units and Pool positions for all Seniority Units are set forth on charts maintained by the Human Resources department.

F. Increase in Working Force Procedure--Upgrading and Transfer

1. Upgrading of employees is recognized as the fundamental principle in providing an efficient working force and to provide reasonable opportunities for promotion. In some instances, transfers between departments, divisions, or plants may be desirable. Within provisions established locally upgrading will be made on the basis of the effective seniority date of the

employee, as defined in paragraph B. above, if the employee's occupational experience, education, and suitability indicate that he can acceptably do the job.

2. For the purposes of the application of this procedure, positions requiring occupational skill will be designated locally. The following sequence will be followed in filling positions within an occupational progression in classifications requiring occupational skills.

a. The position will be filled by the most senior employee as set forth in (i) or (ii) below:

(i) An employee who formerly held the specific position in the department satisfactorily and as a result of a recent reduction in activity has been downgraded or transferred to other work. If employee declines the position at that time, he will not be asked again when the position opens in the future. When job is posted in the future, the position will be posted and awarded to the most senior qualified.

(ii) A satisfactory employee in the next lower level in the occupational progression.

b. If the position is not filled by the application of

paragraph 2.a., above, then a satisfactory employee will be upgraded from successively lower levels in the occupational progression.

- c. If the position is not filled by the application of paragraph 2.b., then position openings will be filled by the most senior qualified employees in the following manner and sequence provided the employee's occupational experience, education and suitability indicate they can acceptably do the job.
- (i) The position will be posted for two working days, identifying the available position by position title and code identification. The notice shall also specify the number of open jobs and the final date on which bids will be accepted.
 - (ii) An employee interested in bidding a posted position will complete a Request for Upgrading or Transfer form and submit it to his/her supervisor for signature. The signed form should then be placed into one of the bid boxes.
 - (iii) An employee will be permitted to make a downward bid for an open position in his present Occupational Unit only once in a period of twelve months and only if the

vacated position will be immediately filled. If he/she makes a downgrading bid to a job within the Occupational Unit, he/she will be restricted from bidding within that Occupational Unit for two (2) years. The employee may bid to positions within another Occupational Unit after one (1) year.

- (iv) Postings and bids for an open position are only valid for thirty days after posting.
 - (v) The employee interviewed and accepted for a position will be informed by the supervisor having the opening. The employee interviewed and disqualified for a position will be informed of the reason for the disqualification by the supervisor having the opening before the supervisor interviews the next applicant.
- d. If the position is not filled by the application of paragraph 2.c., former employees on the Inactive Seniority List will be recalled provided they are qualified by occupational experience, education, and suitability.

3. Positions not requiring occupational skills will be filled from employees on the active roll on the basis of effective seniority date.
4. If the position not requiring occupational skill cannot be filled through upgrading, employees will be recalled from the Inactive Seniority List on the basis of seniority and qualifications.
5. Employees will not normally be considered for upgrading or transfer to a position other than within their occupational progression in their department within a period of six (6) months following hiring, rehiring, or transfer at their request.

G. Disposition Procedures

1. The District Representative, or in his/her absence, the Alternate, will be informed of any employees up for disposition before the change is made or the employees notified. Provisions outlined below will be followed when an employee is up for disposition.
 - a. At a time of decrease in workload, the least senior employees on the positions affected will be removed and will be considered to be up for disposition. An employee who has been replaced is also considered to be

up for disposition.

- b. An employee up for disposition who is qualified to accept an available open position must in each case accept the available open position and not displace another employee, providing the available open position is of the same or higher code level as the position afforded the employee under this procedure, and provided that the involved employee is the more senior of the employees eligible for upgrading.
- c. An employee up for disposition may replace the least senior employee in the same or next lower level in his occupational progression.
- d. An employee may replace another employee in another occupational progression provided he has satisfactorily held the position of the employee to be replaced, recognizing verified temporary assignments of a reasonable duration, if such replacement will result in a higher code for the employee than would a replacement in his own occupational progression.

- e. Employees who have exhausted their seniority rights within the established occupational progressions may replace employees in a common seniority pool on the basis of effective seniority date, provided their occupational experience, education, and suitability indicate that they can acceptably do the job. Positions considered to be in the pool will be negotiated.
- f. Employees within the pool may at a time of decrease in force, replace the least senior employee in the same or lower position level in the pool, on the basis of effective seniority date, provided their occupational experience, education, and suitability indicate that they can acceptably do the job.
- g. An employee who cannot be placed on another position under this procedure will be removed from the active roll as a layoff.
- h. An employee upgraded who cannot fulfill the requirements of the position at any time within a six (6) months' period after upgrading will replace the least senior employee on the position which he previously held satisfactorily, provided he

has sufficient seniority to make such replacement, or will be placed in accordance with paragraph L. of this Section IX.

- i. The Company will maintain an Inactive Seniority List of employees who were laid off and are eligible for recall.
 - j. An employee must have a security clearance before the employee can be placed onto a job where a clearance is required. If adherence to this requirement would result in the layoff of a more senior employee, the employee will be furloughed until such clearance is obtained of for up to a maximum period of five (5) months from the date of request of such clearance or until the employee would have been laid off if the employee were actively at work, whichever occurs first.
2. At the time of layoff, an employee on a personal leave of absence or on the disability roll will be laid off and his name will be added to the Inactive Seniority List when, because of his seniority status under the established seniority procedure, he would have been laid off if he were actively at work. Notice of such layoffs will be given to the Union and to the employee involved at his last known address, but the

usual notice periods outlined below in paragraph H. shall not apply. Any objection to such a layoff must be made by filing a grievance within two (2) weeks following the giving of such notice to the Union. Layoff pursuant to this provision shall not affect any right to benefits or coverage under a Company insurance plan to which the employee has already become entitled prior to the layoff, either for himself or his dependents, by reason of his disability or leave of absence. It shall be the obligation of such disabled employee to notify the Company of his availability for re-employment, and until such notification, the Company will have no obligation to offer such disabled employee re-employment. Such disabled employee on the Inactive Seniority List who is still disabled at the time he is recalled will be returned to the disability roll if he so requests at that time. The period on disability prior to layoff and the period during which he is returned to the disability roll will be considered as a single continuous period.

H. Notice Periods

1. Employees laid off because of lack of work shall receive the following advance notification:
 - a. Over one (1) year of service--2 weeks
 - b. Less than one (1) year of service--1 week

2. Employees released shall receive the following advance notification:
 - a. Over one (1) year of service--2 weeks
 - b. Less than one (1) year of service--without notice.
3. Employees discharged for cause need not be given advance notice.
4. In the event of a layoff or release, the Union representative shall be notified before notice is given to the employee. In the case of discharge, the Union representative will be notified with the reasons therefore within one (1) working day after the incident causing the discharge.

I. Furloughs

When furloughing of employees becomes necessary, the local representatives will receive such reasonable advance notice as is practicable under the circumstances. Furloughs are of three (3) types:

1. **Regular Furloughs** are a number of days off per week or per month without pay given employees as a part of the program of sharing work in lieu of a reduction in force. Temporary reductions in activity are bridged through furloughs. When there is other than a temporary reduction in

activity employees will be laid off to maintain a full work week. Before employees with long seniority are laid off the parties may locally negotiate a temporary modification of this procedure, including the use of furloughs, and the period such modification is to apply.

2. **Emergency Furloughs** are periods off without pay resulting from material shortages, power failures, labor disturbances or other conditions where transfer of employees to provide work is not feasible. When such conditions are anticipated, the subject will be discussed with the Union Negotiating Committee.
3. **Disciplinary Furloughs** are time off without pay as a punishment for misconduct of an employee. Reasons for the disciplinary furlough will be given to the Union representative.

J. Graduate Students and Trainees

It is recognized that practical work experience is necessary for the proper training of graduate students. Work assignments, not to exceed three (3) months each, may be made with the understanding that other employees will not be laid off or furloughed as a result of such assignments. The designated Union representative will be notified. Further extensions may be made by mutual

agreement with the Union. Graduate students will not be considered in the bargaining unit during their training period. Provisions covering other trainees will be negotiated.

K. Seniority Preference

1. If their duties qualify them under the law, then at the written request of the Union during their term of office, (1) Federation of Independent Salaried Union Officers, (2) Association of Westinghouse Salaried Employee Officers, (3) Association of Westinghouse Salaried Employee Plant and District Representatives, and (4) Association of Westinghouse Salaried Employees Group Representatives will be given seniority preference during a reduction in force only to the extent necessary for each to retain a position in his particular unit of representation to which he is otherwise entitled under the seniority provisions of this Agreement. The bargaining units within a plant or district office will be considered as the unit of representation of Federation of Independent Salaried Union and Association of Westinghouse Salaried Employee Officers. Where more than one (1) officer or representative may be affected in the same reduction in activity and their units of representation overlap, consideration shall be given in the order they are listed in the first

sentence above. The written request of the Union will establish the order of ranking of the Officers of the Union.

2. A group of employees, not to exceed five percent (5%) of the current number of employees or two (2) employees, whichever is greater, in the bargaining unit will be given seniority preference as set forth below because of outstanding abilities in certain work or because of unusual ability for training purposes to fill positions either in the plants or in field locations.
 - a. The Union will be given a list of the employees to receive seniority preference *when required* and such list will be kept up-to-date by local Management. The list will include for outstanding employees the present position number, and for trainees the position for which the employee is to be trained. The list of employees in a given department of a division (engineering, accounting, manufacturing, etc.) or any other units as may be negotiated will not exceed ten percent (10%) of the employees or two (2), whichever is greater in the department or unit. The lists of employees, and any changes therein, will be discussed with the Union before being made effective

and other essential information will be supplied. Objections may be presented through the grievance procedure.

- b. Employees on this list may be upgraded or transferred to an open position for the purpose of specialized training or because of outstanding abilities in certain work.
- c. An employee on the seniority preference list will be given seniority preference at the time of a reduction in activity sufficient to enable him to retain his position so long as such work remains, but when the work no longer remains he will be given preference for another related position in the same salary level or successively lower levels if he has training for such a position. In such instance the ability, the purpose for which he is being retained or trained and the relative seniority of the employee on the list, will be considered before a decision is reached that he replace an employee of greater seniority. However, except by special agreement with the Union, no employee will be given seniority preference during a reduction in force whose name has not been on the seniority preference list, as provided to the Union, for a period of at least ninety (90) consecutive calendar days.

- d. If the name of any employee being trained is removed from the seniority preference list because seniority preference is no longer required, the employee will be placed in accordance with local seniority procedures. When an open job exists under these circumstances it will be filled in accordance with all applicable seniority provisions. However, the names of employees who have been trained and are on the position for which they have been trained may be removed from the seniority preference list, and they shall remain on their job thereafter with the same seniority status as though they had never been on such list. The names of outstanding employees upgraded or transferred to open positions may be similarly removed from the seniority preference list after they have been on such list for one (1) year.
3. Questions of conflict between seniority preference granted in paragraph 1. and paragraph 2. will be resolved by agreement between the Union and local Management.
4. Employees working on special assignments of limited time duration that would be materially

affected by a replacement and employees performing specialized work may be temporarily retained on their job until the assignment is completed or, through training or other means, an adequate replacement can be made. These situations are to be negotiated.

L. Special Situations

Notwithstanding the provisions of the established seniority procedure, the Union and local Management may, in special situations, work out by negotiation, individual cases where the Union and local Management agree that such special situations exist.

M. Utilization

1. Discussions regarding temporary utilization assignments will be held between Management and Union representatives on a regular basis. When a daily need arises, discussions will be held between the Supervisor or Operations Manager and the Group Representatives of the affected departments.
2. When there is need to utilize temporary assignments due to an increased workload, employees who possess the skills required in another job may be requested to volunteer. If

there are no volunteers, the least senior qualified person will be assigned to that job.

3. When there is a need to utilize temporary assignments due to a reduced workload, the least senior employee will be temporarily assigned first. If particular skills are required in another job, the least senior qualified employee may be reassigned.
4. All temporary utilization assignments that are out of seniority order, except volunteers, will not exceed twenty (20) days in a (60) day period.
5. Utilization cannot be used in a department in which there are employees who are currently on lay off or recall rights.

**SECTION X--MISCELLANEOUS
PROCEDURES**

A. Jury Duty

Salaried employees will be paid their regular salary while on jury duty but will be expected to report for their regular duties when temporarily excused from attendance at court. No salary will be paid during furloughs or for days on which the employee was not regularly scheduled to work.

B. Security Regulations

The Company has certain obligations in its contracts covering government work which pertain to security. Therefore, if any government agency concerned with the Company's security regulations advises the Company that any employee of the Company covered by this Agreement is restricted from work on or access to classified information or material, the Union will not, after having seen the order, present or prosecute a grievance because the Company restricts such employee from such work or from access to classified information or material, but shall not be precluded from prosecuting a grievance concerning any action of the Company which exceeds security requirements.

C. Work Outside Continental Limits of the United States

Because of the special nature of their work, employees in bargaining units covered by this Agreement whose work is performed outside of the continental limits of the United States shall not be covered by Section XI-- Overtime or by Section VI -- Salaries, Article E, Night Turn bonus of this Agreement. Upon request of the Union, any special salary payments to be made to such employees in

substitution for overtime and/or night turn bonus will be a subject of local negotiations with the negotiating committee of the Union at the time such employees are assigned work outside of the continental limits of the United States.

D. Surveys, Studies and Work Standards

1. Local Management will notify the appropriate Union representative before a time study, including a survey, is started.
2. The Union shall have the right to process grievances with respect to the reasonableness of any work standard or standards, now existing or established by Management in the future. In the event of a failure to resolve any such grievance in the grievance procedure, the matter of such reasonableness shall be subject to the arbitration procedures hereof. In proceedings involving such cases, the parties and the American Arbitration Association will seek skilled arbitrators with appropriate industrial engineering training and experience.

E. Annual Military Field Encampment

Employees required to attend annual military encampments to discharge their National Guard or Reserve obligations will be reimbursed in accordance

with the following conditions:

1. Reimbursement will be limited to a maximum period of seventeen (17) calendar days (not to exceed thirteen (13) working days, excluding holidays for which the employee receives payment) during any one calendar year.
2. Reimbursement, if any, will be the difference between the employee's normal straight time earnings and the total amount he receives for service pay from the federal or state government. In calculating the amount of difference to be paid by the Company, only that portion of military pay corresponding to the employee's regularly scheduled work days will be used. Travel, quarters and subsistence allowances will not be included in determining the amount of compensation received by the employee from the federal or state government.
3. The basis for establishing normal earnings will be the employee's regular salary in effect immediately preceding the encampment period.
4. No reimbursement of salary shall be made for annual encampment duty during furlough days or on days that would have been furlough days.

F. Ready Reserve or National Guard Alerts

Employees required to participate in National Guard or Ready Reserve "alerts" taking place during their regular working hours shall be reimbursed for the difference, if any, between their regular straight time earnings and their military earnings (both calculated as provided in sub-Section E., above) for such time lost from work during their regularly scheduled working hours, up to a maximum of one hundred sixty (160) hours in any calendar year.

No reimbursement of salary shall be made for such Ready Reserve or National Guard alert duty during furlough days or on days that would have been furlough days.

G. Personal Automobile Mileage Expense Reimbursement

An employee authorized by the Company to use his personal automobile on Company business shall be reimbursed at the IRS allowable rate in effect at the time provided, however, that where an employee's job regularly requires his business mileage to exceed 12,000 miles per year and such employee elects not to use a Company car made available to him under terms and conditions applicable to such usage, reimbursement for use of a personal automobile shall

be limited to 12,000 miles per year.

H. Bereavement Leave

All salaried employees who have completed one (1) day of active service immediately preceding a death in the immediate family will be paid their regularly scheduled, straight-time hours according to the following schedule and does not include any overtime payments.

Employees will be compensated for up to five (5) days of time lost due to the death of the employee's parent, child, spouse, mother-in-law, father-in-law, stepparent, stepchild, grandchild or a foster child residing in the employee's home. Paid leave is limited to five (5) consecutive regular work days within a period of seven (7) calendar days starting on the day immediately following the day of death.

Employees will be compensated for up to three (3) days of time lost due to the death of the employee's brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, stepbrother, stepsister. Paid leave is limited to three (3) consecutive regular work days within a period of five (5) calendar days starting on the day immediately following the day of death.

Definition of brother-in-law: employee's sister's

husband, employee's spouse's brother, or husband of employee's spouse's sister. Definition of sister-in-law: employee's brother's wife, employee's spouse's sister, or wife of employee's spouse's brother. The in-law relationship will terminate for purposes of this section upon divorce or annulment (i.e. legal dissolution) of the connecting marriage that creates the in-law relationships to the employee. The in-law relationship will terminate upon death and remarriage – that is, in the event of the death of the party with the connecting in-law relationship to the employee, the in-law relationship will not terminate until the remarriage of the surviving spouse.

Bereavement Leave may be used in place of vacation time only if the death occurs during, or the leave would continue into, a vacation shutdown period scheduled by the Company. Bereavement leave shall be used in place of vacation time that the employee has already scheduled, had already used, or is currently using.

SECTION XI--OVERTIME

A. Payment for Hours Worked

1. All salaried employees who are non-exempt, as defined under the interpretation of the Fair Labor Standards Act, will be paid overtime on the basis of actual hours worked as authorized

on weekly time reports and as verified by irregular hour passes. The hourly rate for monthly paid salary employees will be determined by multiplying the monthly salary by 12 and dividing the product by 52 times the established normal weekly hours.

2. Absent hours considered as involuntary will be considered as hours worked for determining overtime. Involuntary absences are defined as follows:
 - a. Bereavement leave.
 - b. Jury duty; or attendance at a proceeding of a court or governmental agency at the request of the Company or in response to a subpoena served on the employee in a case to which neither he nor the Company is a party and in which he has no direct or indirect interest.
 - c. Injury or illness of the employee.
 - d. Furloughs for which deduction from pay is made except in case of disciplinary furlough.
 - e. Holidays and Paid Time Off (PTO) days.

- f. Union activities by elected representatives as contemplated in this Agreement.
 - g. When Management grants an employee time off during the regularly scheduled work week in anticipation of unusual Saturday or Sunday overtime, such time off will be considered as excusable absence. Payment for time off granted in the above situation will be credited against overtime payments required under this Agreement for the Saturday or Sunday work. However, the number of hours for which such credit is taken shall not exceed the number of overtime hours worked.
 - h. For the purposes of correcting attendance records only, when an employee who has been voluntarily absent during the basic work week makes up the time by arrangement with the supervisor, without overtime compensation, the time voluntarily absent shall be considered as time worked and the attendance records modified.
3. Time-and-a-half equals the employee's salary converted to an hourly rate plus an additional payment for each hour so worked equal to one-half (1/2) the employee's average earned hourly rate for

the payroll period involved. Overtime hours payable at time-and-a-half include:

- a. Hours worked in excess of forty (40) in any workweek, except hours worked on Sunday.
 - b. Hours worked on observed holidays. Such payment is in addition to the employee's salary.
4. Double-time equals the employee's salary converted to an hourly rate plus an additional payment for each hour so worked equal to the employee's average earned hourly rate for the payroll period involved. Overtime hours payable at double-time include:
- a. Hours actually worked by non-exempt employees in excess of twelve (12) hours in any day. In determining hours worked for purposes of this paragraph, paragraph A.2 above will not be applicable.
 - b. Hours worked by non-exempt employees on Sunday after forty (40) straight-time hours (including involuntary absences) have been worked in the week and the employees worked at least eight (8) hours at the time-and-a-half rate on Saturday and/or Sunday. In the event the Company asks an employee to work only Sunday on a weekend, the employee will receive double-time as long as the forty (40) hours

straight time worked and/or paid time off requirements have been met for the week.

5. The above provisions apply to the standard basic workweek. Special conditions may require exceptions and overtime provisions to cover such exceptions. These questions are a subject for negotiations.
6. The earned rate for overtime purposes will consist of straight-time earnings, including base rate, night turn bonus, and group leader remuneration.
7. Payment for overtime hours normally will be made in the pay period following the pay period in which the overtime hours were worked except in states where law requires earlier payment.

B. Special Provisions

1. An employee will work a reasonable amount of overtime. When production requirements necessitate such overtime, it is incumbent on all employees to work the required overtime to maintain efficient plant operations. Any questions relating to a reasonable amount of overtime may be discussed between the parties.
2. Employees will be informed by supervision as soon as practical when it has been established that overtime work is necessary.

3. Employees will complete regular time reports and the reason for all absences will be recorded. Any alteration of this form made after the employee has signed it will be brought to the employee's attention immediately.
4. Union representatives may, upon request, review the attendance and overtime records of salaried employees for their group.
5. Overtime hours refused will be considered as overtime hours worked in equalizing overtime.
6. As a basic principle, overtime hours will be distributed as evenly as practical among employees in the same shift, within the same department and within the same position classification: Skill sets, experience, job continuation and job planning will be considered by the Company when making decisions on which employees will be asked for overtime consistent with efficient plant operation.
7. In the case that there are not an adequate number of voluntary acceptances for overtime work, the qualified employee with the least amount of charged overtime hours in the group may be assigned to work such overtime hours. In the event of multiple employees having the

same amount of charged overtime hours the least senior qualified employee may be assigned to work such overtime hours.

8. The District Representative, Group Representative and Supervisors may develop overtime guidelines for each individual department(s) to supplement existing overtime provisions of the Collective Bargaining Agreement.

SECTION XII--HOLIDAYS

A. Designation

1. There will be eight (8) core Holidays observed by the Company which will be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, day after Thanksgiving, Christmas, the day before Christmas. In addition, there will be four (4) Holidays designated by local management.
2. In any calendar year in which one (1) or more of such holidays falls on Saturday, such holiday or holidays will not be an observed holiday in such year within the meaning of this Agreement, but another day or days between Monday and Friday, both inclusive, will be observed during such year in place of the Saturday holiday or

holidays as designated by local management.

3. Salaried employees who are on the active roll as of the last working day before an observed holiday will be paid for the holiday. Employees who are separated at any time on or before December 31 in any year shall not be entitled to holiday pay for the New Year's Day in the following year. An employee who is on strike shall not be paid for any observed holiday which occurs during such strike.
4. Basic hours on an observed holiday will be credited as time worked for salaried employees.

SECTION XIII - PAID TIME OFF (PTO)

- A. The Company may, at its discretion, schedule PTO on an individual basis. In determining PTO schedules, the Company will respect the seniority and wishes of the employees as to the time of PTO insofar as the needs of the Company will permit. Employees must have prior approval from his supervisor before taking PTO.

The length of notice to management will be equivalent to the amount of time requested off (e.g. one (1) week notice for one (1) week off). However, paid time-off should be requested at a minimum of 48 hours in advance. Paid time-off must be pre-

approved. Management will make every effort to accommodate request; however, there may be situations where business necessity may require alternate scheduling.

B. Unscheduled Time Off

1. Employees are expected to notify their manager 30 minutes prior to the start of their work schedule (email and text are not appropriate unless approved by your manager) if they are going to be absent unless conditions do not permit. Managers are required to accurately record and track employees' absences. Employees will have seven (7) PTO days per calendar year to use for unscheduled, full day absences. The twenty-four (24) hours which can be used in one (1) hour increments may also be used as unscheduled time off.
2. Employees may be required to schedule 50% of their annual PTO allotment in the first quarter of the calendar year (the PTO dates can occur later in that year).

- C.** Certain plants or offices will schedule shutdowns each year for PTO purposes, and the time of the year for shutdowns will be a matter for negotiations. PTO will run concurrently with the shutdown periods. Employees who become eligible for PTO subsequent

to PTO shutdowns, but before the end of the year, will be granted PTO pay when they become eligible, if they were absent during the shutdown periods, without additional time off. It is recognized that some employees will be requested to work during the shutdown periods. Management shall be required to designate the time of the PTO shutdown or shutdowns before January 1 of the PTO year after such time has been made a matter for negotiations as above provided. Except as may otherwise be agreed locally between the Union and management, the total of all periods of PTO shutdowns in any PTO year shall not exceed ten (10) working days (exclusive of Saturdays, Sundays, and observed holidays).

- D.** Recognized, paid company holiday(s) are in addition to paid time-off days. An employee who takes paid time-off during a week that includes one (1) or more Company holidays will not be charged against their earned time-off for those days.
- E.** If employment terminates for any reason (other where the employee owes the Company money), the employee is compensated for an earned, unused paid time-off up through the last full pay period before the date of termination. Earned paid time-off is paid at the rate of pay equal to base salary as of last day worked. Paid time-off may not be taken in lieu of any notice period upon resignation. Payment earned balances do not extend the period of employment.

Employees who are laid off may elect to receive pay for unused PTO, to which they are entitled, at any time during the calendar year in which they are laid off.

- F.** Employees are eligible to accrue PTO in accordance with their time-off earnings scale beginning on their first day of employment.
- G.** For PTO purposes only, continuous employment is interrupted only when an employee's name is removed from the active roll, except that in case the removal is the result of disability, such removal does not interrupt continuous employment unless and until the employee's name has been removed from the active roll for two (2) years.
- H.** Effective January 1, 2020, below is the Paid Time Off (PTO) Schedule:

Continuous Service No.	PTO Weeks	Accrual Hrs Per Pay
Zero less than 5 Yrs	3	4.62
5 Yrs less than 10 Yrs	4	6.16
10 Yrs less than 20 Yrs	5	7.7
20 plus years	6	9.23

*EMS – has one grandfathered level for employees with 28+ years' service as of January 1, 2020. Employees will accrue at 7 weeks per year with a maximum cap of 300 hours (after 30 years of service). No new entrants.

- I. Employees hired prior to August 17, 2019 are eligible to receive an additional three (3) days of PTO in years three (3) and four (4) of their employment. This provision only applies to employees with less than five (5) years of service as of January 1, 2020.
- J. Years of Service for computing accrual rates are based on service immediately prior to the next pay period. An employee who reaches his fifth anniversary of service would begin earning at the next level accrual rate beginning the pay period immediately following the anniversary.
- K. Employees will be eligible to carry over any PTO hours from the previous year into the next year. Hours cannot exceed the lesser of 150% of their annual allotment or 300 hours. Once the maximum is reached, all further accruals will cease. Accruals will begin again after they have dropped below the maximum allowance of 300 hours.
- L. Borrowing Against Future Accruals.
 - 1. In the event an employee needs more time-off

than he or she has earned, employees may “borrow” against future accruals. However, a manager may advance no more than 40 hours accrual, except in the case of extenuating circumstances concerning short-term disability. Should an employee experience an unusual lag time in short-term disability approval, the maximum negative balance allowed is no more than 80 hours. In the event the employee leaves the company for any reason and has borrowed against his paid time-off, the amount borrowed by not yet earned must be paid back to the company by reducing final pay.

By borrowing against future earned paid-time off, the employee must acknowledge that the advance is a loan that must be repaid from future accruals.

M. Leaves of Absence

1. Employees who are absent due to an approved paid time off policy, e.g. Jury Duty, Bereavement, Workman’s Compensation. Employees will continue to earn time-off for the first 30 days of an approved military leave. Employees who are on any other leave of absence including salary continuance (short-term disability) or long-term disability leave will not accumulate time-off during their leave and will resume their accrual upon their return to a regular work schedule.

- N.** Rehires
 - 1. Employees rehired within 24 months of their separation date will be credited with any previous service time for the purposes of calculating their paid time-off accrual level; provided they had at least one year of continuous service with the Company prior to their rehire date. Employees rehired outside these parameters will start over in regard to service time for the purpose of calculating their time-off entitlement.

- O.** Employees otherwise eligible to receive PTO pay under this Section XIII may be paid one-half day's pay for a one-half day of PTO as defined in this Section.

- P.** The PTO year will be the calendar year, and during the first quarter, departmental heads will consult with all employees eligible for PTO in such year and establish the schedule for PTO. When an employee's position or shift is changed, the PTO schedule for the new location will be adjusted to maintain operating schedules.

- Q.** Employees furloughed because of lack of work only may be paid for any PTO due in lieu of furlough, provided furlough time equals or exceeds PTO due.

SECTION XIV--BULLETIN BOARDS

The Company will permit the use of bulletin boards for the purpose of posting Union notices or other information of interest to Union members. All such notices will be subject to Management's approval and arrangements made by local Management for posting.

SECTION XV—SETTLEMENT OF DISPUTES

A. Responsibility

1. During the life of this Agreement, the Union, except, however, as provided in Paragraph 2. of this Section, will not cause, or officially sanction, its members to cause or take part in any strike or any other organized or concerted interference with the work of employees (including sit-downs, stay-ins, slow-downs, or any other stoppage of work which restricts or interferes with production), nor will the Company lock out any employee or transfer work from any location because of a dispute which is within the proper scope of the grievance procedure provided herein until such grievance procedure has been exhausted (or earlier in the event of a strike or any other organized or concerted interference with work).
2. The Federation of Independent Salaried Unions

may authorize the Association of Westinghouse Salaried Employees to strike in a bargaining unit in which a grievance arises provided the grievance procedure has been exhausted at the appeal level, a written request has been made for arbitration and denied in writing or a response agreeing to arbitrate is not made within fifteen (15) days after receipt of the request, and the Union notifies the Company, in writing, that it does not intend to pursue legal action seeking to compel arbitration. The right to strike shall not include the right to strike any bargaining unit or units in support of a grievance arising in another bargaining unit. The Union will notify the Company in writing at least seven (7) days before the Federation of Independent Salaried Union grants authorization to the Association of Westinghouse Salaried Employees to strike. This notification will be considered valid for a period not to exceed the remaining term of the Collective Bargaining Agreement in effect when such notice is given or one (1) year whichever is greater. The Union agrees that, upon receipt of notice that a strike in violation of this Agreement is in progress, or is about to begin, it will immediately take all appropriate steps to terminate or prevent such strike.

3. Causing or taking part in any action or failure to act which is in violation of this Section is just

cause for disciplinary action by the Company.

4. The foregoing provisions in Paragraph 1. of this Section XV shall not limit any rights expressly conferred on either party under Section XVIII of this Agreement.

B. Grievance Procedure

1. The Company agrees to bargain with the appropriate representatives of the Union regarding rates of pay, wages, hours of employment, or other conditions of employment.
2. The term grievance is defined to mean (a) any dispute as to the interpretation, application, or claimed violation by the Company of this Agreement, (b) any subject that this Agreement provides shall become a grievance, or (c) questions involving discipline, release or discharge of employees in the bargaining unit.
3. Local Grievance Procedure
 - a. The parties recognize that the prompt settlement of disputes is important to a sound relationship between the Company, its employees, and the Union. In the interest of maintaining a good relationship

between the Company and the Union and to minimize the need for resorting to the formal grievance procedure for the settlement of all disputes between the parties, it is recommended that problems first be discussed among the involved employee(s), the designated group representative, and the immediate supervisor involved.

b. Steps in the Grievance Procedure

Step 1. The involved group representative and the immediate supervisor.

Step 2. The affiliate's committee will be comprised of the involved group representative and the district representative. The Company's committee will consist of the immediate supervisor involved and the manager of the section or department involved.

Step 3. Union Grievance Committee and the designated company representatives. Either party's representatives will not exceed four (4) in number.

c. The Union representative will present the written grievance to the designated local

Management representative at each step. A meeting will be held within three (3) working days at the first step, seven (7) working days at the second step, and ten (10) working days at the third step, at a mutually convenient time to discuss the grievances. An answer will be given by the Management representative following the final meeting (if more than one (1) meeting is necessary), within a maximum of three (3) working days at the first step, seven (7) working days at the second step, and ten (10) working days at the third step.

- d. The above time limits (paragraph c.) at each step may be extended by mutual agreement of the Management and Union representatives designated for that step of the grievance procedure. If extension is not granted and the time is exceeded, the grievance may be advanced to the next step of the procedure.
- e. The answer, in writing, will be given to the designated Union representative at each step. If the answer is satisfactory the Union representative will so indicate on the grievance form and return one (1) copy to the Management representative answering the grievance. If the answer is

unsatisfactory the Union representative will so indicate on the form, attach the reason why he considers the answer unsatisfactory, and may forward it to the designated Management representative at the next step.

4. Appeal Grievance Procedure

- a. Should local Management and the Union fail to adjust a grievance arising under this Agreement, such grievance may be referred to the headquarters of the Company and the Union. The Federation of Independent Salaried Unions may submit to the Company any grievances referred to it by the Association of Westinghouse Salaried Employees. A meeting to review the grievance will be scheduled within thirty (30) days from the date the grievance is received at the headquarters of the Company. On grievances alleging no just cause for discipline, release, or discharge, the Union shall, not later than the time for such meeting, furnish the Company a written statement of its position, stating the facts and designating the provisions of this Agreement on which it relies to support such position. As to all grievances, an answer, in writing, will be given within

thirty (30) days following the appeal grievance meeting containing a similar statement of position, and the facts and provisions of this Agreement relied upon to support such position. The foregoing time limits may be extended by mutual agreement.

Failure of the Union or Company to advance any argument or contract provision, orally or in writing, at any step of the grievance procedure, shall not prejudice either party at a later step of the grievance procedure or in any arbitration proceeding.

Notwithstanding the preceding paragraph, grievances involving rate review, shall not be referred to the appeal level, and those of such grievances that are not so referred by the Union shall be considered as having been fully exhausted after the Union informs local Management in writing, which must be received within thirty (30) days after the date of local Management's final answer, that such final answer is unsatisfactory.

- b. If local Management's final reply to a grievance of the Union is unsatisfactory, the Union shall not be considered as having

fully exhausted the grievance procedure if it fails to refer such grievance to the appeal level, unless the grievance is of a type noted in (a) above which need not be so referred. The Union, however, may choose to take such grievance to the appeal level, in which case the Union will so inform the Company's headquarters in writing. When the Union refers a grievance to the appeal level which must be done within thirty (30) days from the date of local Management's final answer, the grievance procedure shall be considered as having been fully exhausted only after the Union advises the Company in writing that the Company's reply at the appeal level is unsatisfactory. The Union will inform local Management in writing when it refers a grievance to the appeal level.

5. Should the parties fail to settle any grievance after exhausting the grievance procedure then the provisions of Section XV-A - Arbitration shall apply.
6. A reply to a grievance will be considered final at any level of the grievance procedure (local or appeal) and the grievance closed on the basis of the Company's last answer, if written notification to the contrary is not received within thirty (30)

days of the date of such reply.

**SECTION XV-A--ARBITRATION OF DISCIPLINE,
RELEASE AND DISCHARGE MATTERS**

- A. Grievances, other than those concerning probationary employees, which remain unsettled after the grievance procedure has been exhausted pursuant to Section XV and which protest only a disciplinary penalty, release, or discharge of an employee allegedly imposed without just cause, or a claimed violation of Section IX, Paragraph K, Seniority Preference, Sub-Paragraph 1 of this Agreement shall be arbitrable upon a valid request of either the Union or the Company. In the arbitration of such grievances, the authority and jurisdiction of the arbitrator shall be limited to determining whether the Company's action was without just cause, and if so, what shall be the remedy.
- B. Grievances involving any other disputes, including alleged violations of this Agreement, shall not be arbitrable except by mutual written agreement between the Union and the Company setting forth the specific dispute to be arbitrated.
- C. A request for arbitration shall be valid only if it (1) is in writing, and (2) is made within thirty (30) days after the Company receives notice that its final reply at the appeal level is unsatisfactory. If no such request is

made by either the Company or the Union during such thirty (30) day period, both parties shall be deemed to have waived their right to make such request.

- D.** Within fifteen (15) days after receipt of a valid request for arbitration, the receiving party will give its response thereto in writing, stating whether it believes the dispute to be arbitrable, pursuant to paragraph A of this Section. When either party denies arbitrability, the American Arbitration Association shall have no authority to process the matter further in arbitration under paragraph E below until a final judgment of a Court has determined that the grievance upon which the arbitration has been requested raises an arbitrable issue or issues.
- E.** Where it is agreed that a dispute is to be arbitrated and where no arbitrator has otherwise been mutually chosen by the parties, either the Company or the Union may, but only within fifteen (15) days from the date of the agreement to arbitrate, request the American Arbitration Association to submit a list of names from which an arbitrator may be chosen. The other party shall receive copies of all such correspondence sent to the Association. No arbitrator who has not been approved by both parties shall be appointed by the Association unless and until the parties have had submitted to them three (3) lists of arbitrators from the Association panels and have

been unable to select a mutually satisfactory arbitrator therefrom.

- F. No more than one (1) dispute that may involve one or more employees may be scheduled before any one (1) arbitrator in any one (1) case, except by mutual agreement of the parties; it being understood, however, that the grievances of all employees resulting from the same incident or series of incidents may be submitted to a single arbitrator in one (1) case.
- G. All arbitration hearings hereunder shall be held at dates, times, and places mutually agreed upon by the parties, but in the event of failure to reach agreement thereon, the disputed date, time, and/or place shall be determined by the arbitrator.
- H. Except as provided in paragraph M of this Section, a transcript shall be made of the proceedings at every arbitration hearing, with the original to be furnished to the arbitrator and the cost thereof to be divided equally between the parties. The cost of additional copies of the record shall be paid by the party requesting them.
- I. A copy of any document furnished to the arbitrator by either party shall also be furnished simultaneously to the other party. If no copy of a document furnished at the hearing is available, a copy will be made and

furnished to the other party as soon as practicable.

- J. Absent specific agreement of the parties as expressed in a Submission Agreement, an arbitrator shall have no authority or jurisdiction to hear any case or to review, revoke, modify, or enter any award with respect to any matter involving the interpretation or application of any pension, insurance, or other benefits plan referred to by or made a part of this Agreement, or with respect to the establishment, change, or administration of any benefit plan; or to make any award requiring payment to an employee for any period more than thirty (30) days prior to the filing of the grievance in question; or in the event of an award of overtime pay for monthly paid salaried employees, for any period more than two months prior to the month in which the grievance is filed; or to compel either party to produce new evidence (not already presented during the course of the grievance procedure) considered by such party to be confidential, irrelevant, or immaterial to the proceeding, or which is not available.

- K. In the selection of an arbitrator and the conduct of any arbitration proceeding, the then current Voluntary Labor Arbitration Rules of the American Arbitration Association, shall control, but only to the extent that they do not conflict with this Agreement or any Submission Agreement executed hereunder. No modification of such rules of the Association shall

be controlling in any arbitration proceeding under this Agreement without mutual agreement in writing by the Company and the Union except that both parties will comply with the modifications to the extent that they involve the amount of the administrative fees of the Association.

- L. The decision of an arbitrator in any arbitration hearing hereunder shall be final and binding upon the parties to this Agreement, the employee(s) involved in the grievance, and the bargaining unit in which the grievance arose; provided, however that no arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way alter or abridge the provisions of this Collective Bargaining Agreement or any Submission Agreement executed under this Section.
- M. Grievances filed on or after the effective date of this paragraph which are arbitrable under this Collective Bargaining Agreement and allege that an employee has been disciplined or discharged from the active rolls without just cause may be processed into arbitration from Step 3 of the grievance procedure; provided, however, that the party requesting arbitration does so in writing within thirty (30) calendar days after the date of the Company's final reply to the grievance at the plant level. Both parties must agree that the dispute does not involve the interpretation of a contract provision or a procedural

question. In the event there is no such agreement, the grievance may be advanced to the appeal level of the grievance procedure within thirty (30) days of the date of the determination that it is not to be processed under paragraph M.

In arbitration hearings held under this paragraph M. only, the parties agree that no transcript nor other formal record of the proceedings shall be required, and that no post-hearing briefs will be filed; either party may, however, present oral or written summations. Hearings will be scheduled within sixty (60) days of the appointment of an arbitrator, unless the parties agree upon a subsequent date, and awards with only a brief written opinion shall be issued within two (2) weeks after the hearing is closed. No award issued under this procedure may be considered as establishing a precedent. All provisions of Section XV-A shall otherwise apply to arbitration under this paragraph.

**SECTION XVI--PAYMENT FOR
NEGOTIATING TIME**

It is agreed that negotiating time will be kept to a minimum commensurate with good practice and in the interest of efficiency. Unless of such nature as to be termed urgent, negotiating time will be scheduled by Management and the Union representatives in advance and in such manner as to least interfere with regular work

schedules.

The following procedure will apply:

- A. Officers and other representatives of the Union must give notification to their respective supervisors when stopping work to conduct Union business, whether or not with Management (including, without limitation, investigation of complaints that may lead to grievances, handling and adjustment of grievances and attendance at meetings of Union committees) and must notify the supervisors when again ready to start work.

- B. Payment will be made by the Company at the representative's salary rate only for such time spent in:
 - 1. Investigation of complaints that may lead to grievances.
 - 2. Handling and adjustment of grievances.
 - 3. Attendance at meetings with Management within the employee's basic work week.
 - 4. Attendance at meetings with Management outside the employee's basic work week where such attendance is not voluntary.
 - 5. Meetings held in the plant during the regular

working hours of the employee which are requested by Management.

6. Rate Reviews.

Time covered by the above will be considered as hours worked for the purpose of determining overtime.

SECTION XVII--PERIODIC MEETINGS

- A. The parties recognize that during the period in which this Agreement is in effect, problems of administration of this Agreement may arise which are not now anticipated by either party. They also recognize that, during such period, more mutually constructive and productive relationships are likely to exist between the Company and the Union among both management and non-management employees, if the Company and the Union continue and enlarge their respective efforts to gain a better appreciation and understanding of each others' problems and objectives. They recognize that frequently what at first appear to be problems or areas of conflict and disagreement are actually the result of misunderstandings which are cleared away upon a complete and frank exchange of viewpoints and ideas. Finally, they believe that even though limitations are being placed upon formal collective bargaining negotiations during the extended period of this Agreement, a better atmosphere in which to achieve improved day-by-day relations between the

parties, which they both desire, can be created through meetings of the kind described below.

- B. Upon the written request of either party, meetings will be held during the term of this Agreement between the committees referred to in Section II. It is understood that such meetings will be held for the purpose of appraising and discussing the problems, if any, which may arise concerning administration, interpretation or application of this Agreement, or other matters which either party believes will contribute to improvement in the relations between them within the framework of this Agreement. It is understood that such meetings shall not be for the purpose of handling grievances or conducting continuing collective bargaining negotiations, nor for any other purpose which will in any way modify, add to or detract from the provisions of this Agreement. In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between their respective representatives at all levels and with and between all employees covered by this Agreement, and to find ways to overcome difficulties, influences or attitudes which interfere with such relationships. The agreement to hold such meetings will also give assurance that the Company and the Union officials whose duties involve negotiation of this Agreement are neither anti-union nor anti-company, but are sincerely concerned with the

best interest and well-being of the Company's business and of all employees covered by this Agreement.

- C. Unless the parties otherwise mutually agree, such meetings shall be held at the Company's headquarters within thirty (30) days after a request is received, shall not exceed one (1) working day's duration, and shall not be held more often than once during each calendar quarter year. The parties recognize that discussions will be expedited and facilitated if the party requesting the meeting includes in such request a description of the subject or subjects which it desires to discuss.

SECTION XVIII--MODIFICATION

- A. This Agreement expresses the understanding of the parties and will not be changed, modified or varied except by a written instrument signed by duly authorized agents of the parties hereto, and any negotiations relating to proposed changes in such provisions will be carried on between representatives as outlined in Section II.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective

bargaining, and that all agreements arrived at by the parties after the exercise of that right are set forth in this Agreement (except to the extent they are set forth in the Pension and Insurance Agreement between the Company and the Union). Therefore, except as hereinafter specifically provided in this Section XVIII, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matters which were discussed during the negotiation of this Agreement.

- C. Except as hereinbefore provided in this Section XVIII, the Company and the Union agree that neither of them will request consideration of any proposed changes in or additions to this Agreement, including any general wage or salary adjustments before June 18, 2024. If this Agreement continues in effect for any subsequent contract term or terms beginning on or after August 17, 2024 the provisions of the last sentence above shall apply (substituting the year to which this Agreement is renewed for the figures "2019" wherever they appear). When any such request is received, a conference will take place within fifteen (15) days for the purpose of considering it.


- D. If the parties do not reach agreement prior to 11:59 p.m. on August 17, 2024, with respect to any requested contractual changes or additions or salary adjustments submitted on or after June 18, 2024, or if the parties do not reach agreement prior to the end of any subsequent contract term, with respect to any requested contractual changes or additions or salary adjustments submitted on or after June 18, 2024 of such subsequent contract term, the Union may strike after the beginning of the next succeeding contract term in support of any such requests made by it. Such strike shall not be in violation of Section XV or any other provision of this Agreement, but either party may, upon not less than one (1) day's written notice given to the other during such strike, thereupon terminate this Agreement.

SECTION XIX--TERMINATION

This Agreement is in effect until 11:59 p.m. on August 17, 2024, and shall continue and remain in full force and effect from year to year thereafter (such period ending August 17, 2024 and such succeeding periods of one (1) year being sometimes referred to herein as a "contract term"), provided that either party may terminate this Agreement as of August 17, 2024, or at the end of any succeeding contract term, by giving the other party written notice of such termination not more than sixty (60) days and not less than thirty (30) days before the termination date.

Dated and signed August 13, 2019, effective as of August 17, 2019

ASSOCIATION OF WESTINGHOUSE SALARIED EMPLOYEES

By:  _____
Anthony Bozik, President

By:  _____
James Meyers, District 16 Representative

FEDERATION OF INDEPENDENT SALARIED UNIONS

By:  _____
Anthony Bozik, President

CURTISS-WRIGHT ELECTRO-MECHANICAL CORPORATION

By:  _____
Randy A. Swanson, Sr. Manager, Human Resources

By:  _____
Lynn A. Humelsine, HR Generalist

**SUPPLEMENT
TO
COLLECTIVE BARGAINING AGREEMENT DATED AS OF THE
17th DAY OF AUGUST 2019**

**BETWEEN
CURTISS-WRIGHT ELECTRO-MECHANICAL CORPORATION,
EMD
CHESWICK, PA
AND
THE ASSOCIATION OF
WESTINGHOUSE SALARIED EMPLOYEES**

CURTISS-WRIGHT ELECTRO-MECHANICAL CORPORATION, EMD, Cheswick, PA (herein called the "Company") and the Association of Westinghouse Salaried Employees (herein called the "Union") hereby mutually agree to supplement the Collective Bargaining Agreement made and entered into by them as of the 17TH day of August 2019 as follows:

1. Wage and Salary Adjustments

A. General Increases

The salary schedule minimum and maximums any pay of salaried employees will be increased according to the schedule below and applied to the rates indicated:

Increase Rates	Increase Date	Pay Date
3% Base	8/19/2019	8/30/2019
1.5% Base & 1.0% Lump	8/17/2020	8/28/2020
2% Base	8/16/2021	8/27/2021
1.5% Base & 1.0% Lump	8/15/2022	8/26/2022
2.5% Base	8/14/2023	8/25/2023

The salary schedule minimums and maximums and pay of salaried employees will be rounded to the nearest whole cent.

Wherever reference is made throughout this Supplement to increases for salaried employees, such increases will be based on a regular forty (40) hour workweek. Proportionately smaller increases than those stated will be granted salaried employees on a regular workweek of less than forty (40) hours. Any increases for any salaried employees pursuant to this Supplement shall not exceed the amount of increases applicable to the maximum of the salary range for the classification on which the employee is then working.

2. General Provisions

- A. On the basis of the negotiations held between the Company and the Union pursuant to the

modification provisions outlined in the Collective Bargaining Agreement dated August 17, 2019, which negotiations have been concluded by this Supplement (except to the extent they are set forth in the Pension and Insurance Agreement between the Company and the Union), all provisions of such Collective Bargaining Agreement as modified and amended, shall remain in full force and effect as modified herein.

- B. The parties hereto agree that the Collective Bargaining Agreement dated August 17, 2019 as modified and amended, including the changes therein referred to in the August 2019 Supplement, shall be deemed to have been re-executed as a single document by the parties thereto contemporaneously with the execution of the August 17, 2019 Supplement.
- C. This August, 2019 Supplement shall become binding upon the parties upon its execution by representatives of the Company and Union, and its approval by the President of the Federation of Independent Salaried Unions with written notice thereof to the Company.

**PENSION AND INSURANCE
AGREEMENT**

Between

**CURTISS-WRIGHT ELECTRO-MECHANICAL CORPORATION,
EMD
CHESWICK, PENNSYLVANIA**

and

ASSOCIATION OF WESTINGHOUSE SALARIED EMPLOYEES

and

FEDERATION OF INDEPENDENT SALARIED UNIONS

AGREEMENT, entered into as of the 17th day of August 2019 between Curtiss-Wright Electro-Mechanical Corporation, EMD, hereinafter called the "COMPANY", and the Association of Westinghouse Salaried Employees and the Federation of Independent Salaried Unions, hereinafter called the "LOCAL UNION".

The bargaining units covered by this Agreement as of the date of this Agreement are those bargaining units listed in Article II, Section 1 of the Collective Bargaining Agreement dated August 17, 2019, between the parties hereto.

ARTICLE I

Section 1

The term "employees" as used herein means, unless otherwise clearly indicated, all employees of the Company so long as they are and continue to be within a bargaining unit which is or becomes and continues to be covered by this Agreement, as herein provided.

Section 2

(a) The Company and the Local Union agree that the Curtiss-Wright Welfare Benefits Plan, (hereinafter called the "Welfare Benefits Plan"), shall be put into force and effect by the Company for the employees in the bargaining unit covered by this Agreement, subject to the variations in the Welfare Benefits Plan because of state laws as described in Section 2 of Article II, and further subject to all other provisions of this Agreement.

(b) The Welfare Benefits Plan was made effective January 1, 2006.

(c) Subject to the approval of its Board of Directors and of the Commissioner of Internal Revenue, the Company agrees to make available to the employees a Pension Plan (hereinafter called the "Pension Plan"),

subject to the provisions of Section 4(b) of Article I hereof. The Company and the Local Union agree that the Curtiss-Wright Electro-Mechanical Division Pension Plan became effective on October 29, 2002.

(d) Subject to the approval of its Board of Directors and the Commissioner of Internal Revenue, and subject to compliance with such laws and other governmental regulations as the Company deems applicable, and receipt of such rulings and approvals of other governmental departments, commissions, and agencies as the Company deems necessary or advisable, the Company agrees to make available to the employees the Curtiss-Wright Electro-Mechanical Division Savings Plan (hereinafter called the "Savings Plan"), subject to both the provisions of Article I, Section 4(c) and the conditions set forth in Article IV. The approval of the Commissioner of Internal Revenue shall be such approval as may be necessary to establish: (1) the deductibility for income tax purposes of any and all contributions hereunder, other than employee contributions; (2) the exemption under Section 501(a) of the Internal Revenue Code of any trust established hereunder; and (3) that an employee who elects to participate in the Savings Plan is not in constructive receipt of any amounts in his accounts prior to distribution of such amounts to him. Provided such approvals and rulings are received, and such laws and regulations are complied with, the Savings Plan was made effective

as of January 1, 2004.

(e) The Company and the Local Union further agree that the Company has established the Welfare Benefits Plan which includes the following coverages, effective January 1, 2006:

- Medical coverage (including prescription drugs, substance abuse and mental health and post-Medicare Extend Health Program)
- Vision coverage
- Employee assistance program
- Dental coverage
- Accident and sickness coverage
- Basic life insurance coverage (including accidental death and dismemberment and travel accident insurance)
- Additional/supplemental life insurance coverage
- Health care and dependent care spending accounts

Pre-tax premium conversion for certain health and welfare coverages

- Personal accident insurance coverage
- Long term disability coverage
- Short term disability coverage
- Dependent life insurance coverage
- Long Term Care insurance coverage

The legal Welfare Benefits Plan documents shall govern should there be an inconsistency between the Welfare Benefits Plan Document and any other document or representation. The Company will notify the Union if the Company makes any modifications or changes to the Welfare Benefits Plan provisions, procedures and/or employee premiums.

The Curtiss-Wright Non-Exempt Severance Allowance Policy (hereinafter called the "Severance Allowance Policy") regarding an employment security benefit will be made effective August 17, 2019.

Section 3

(a) It is agreed that the Welfare Benefits Plan, the Pension Plan, the Savings Plan and the Severance Allowance Policy are accepted by the Local Union, for the duration of this Agreement, as a complete insurance (or self insured), pension, employment security and savings program. It is further agreed that both parties have had the unlimited right and opportunity to make demands and proposals, and otherwise bargain collectively with reference to all matters pertaining directly or indirectly to insurance, pension, savings, and employment security, and, subject to the provisions of Sections 2(e) and 2(g) of

Article I, Sections 2(c) and 2(d) of Article II, Section 2(b) of Article VI and Section 3 of Article VII of this Agreement, the parties unqualifiedly waive any rights they may now have, or hereafter acquire, to bargain collectively with respect to anything covered by any of the Plans referred to herein or with respect to any benefits, the payment of which could or might be insured by the Company, whether or not such matters were within the knowledge or contemplation of either of the parties at the time of negotiation or execution of this Agreement. The Local Union agrees that, during the term of this Agreement, there shall be no strike, slowdown, sit-down, or other form of stoppage of work arising out of or conducted in connection with any effort to induce modifications of or amendments or additions to the insurance, pension, employment security and savings programs or of other benefits provided for by this Agreement, or the terms or conditions under which such benefits and programs are provided.

(b) It is further understood that no matter respecting any Plan provided by this Agreement or any differences arising under any such Plan, or arising concerning any benefits payable by the Company under any such Plan or any benefits the payment of which could or might be insured by the Company, shall be subject to any grievance or arbitration procedure which may be established by agreement between the Company and the Local Union or

otherwise.

(c) Claims of employees concerning their rights under any Plan provided by this Agreement may be presented in writing in accordance with the applicable claims review procedures of the various Plans. Nothing herein shall be construed to deny an employee the assistance of the Local Union in the presentation of such claims. Payment for time spent for the above purpose by Local Union representatives (who are in the active employ of the Company) within the Plant during their regular working hours while meeting with the representative designated by the Company shall be made in the same manner, and such time shall for all purposes be considered in the same category, as time spent in the handling or adjustment of grievances in accordance with the provisions of the Collective Bargaining Agreement dated September 2, 2002, and related local supplements). Neither the Local Union nor the Company shall have the right to strike or lockout with respect to any claims of employees under any of the Plans provided by this Agreement.

Section 4

The Company agrees that, during the term of this Agreement, as to employees covered by this Agreement:

(a) Subject to Section 2 of Article II, and except as

provided in Subsection (d) below, it will not amend or terminate the Welfare Benefits Plan, and

(b) Subject to Section 2 of this Article and to the provisions of Section 12 D of the Pension Plan, it will not discontinue the Pension Plan or make any amendment which would adversely affect the rights thereunder of the employees, nor suspend or reduce the payment of Company contributions to the Pension Plan below the basis set forth as its intention in Section 14 of the Pension Plan. Notwithstanding the foregoing, the Pension Plan will not be available to new hires or re-hires on or after January 1, 2014. Employees hired or rehired from August 18, 2012 through December 31, 2013 will have the option to enroll in either the Pension Plan or the enhanced Savings Plan but not both. The Pension Plan will sunset effective December 31, 2028.

(c) Subject to Section 2 of this Article, it will not discontinue the Savings Plan or make any amendment to the Plan which would adversely affect the rights of employees under the Plan; provided, however, that such amendments of the Savings Plan may be made by the Company as it deems necessary or advisable to secure the approval of the Commissioner of Internal Revenue and to obtain the rulings and approvals of other governmental departments, commissions and agencies and to comply with laws and regulations as referred to in Article I, Section 2(d) above.

(d) The Company reserves the right during the term of this Agreement, as to the employees covered by this Agreement, to modify, amend, discontinue, change, add to or terminate the coverages provided under the Welfare Benefits Plan including personal accident insurance coverage, and/or the long term disability coverage, and/or the short term disability coverage, and/or the dependent life insurance, and/or the medical coverage, and/or the vision coverage, and/or the additional/supplemental life insurance coverage, and/or the dental coverage, and/or the accident and sickness coverage, and/or the basic life insurance coverage, and/or the health care and dependent care spending accounts, and/or the employee assistance program, and/or the pre-tax premium conversion for certain health and welfare coverages, and/or the long term care insurance coverage so long as such action does not discriminate against employees covered by this Agreement with the exception of the short term disability coverage for which the terms may vary for employees covered by this agreement. In the event of any such action affecting benefits of employees under any of these coverages, an appropriate adjustment shall be made in the rate of employee contributions.

ARTICLE II
Section 1

Nothing in this Agreement shall be construed to prevent the Company from making the Welfare Benefits Plan available in whole or in part to others than the employees covered by this Agreement.

Section 2

(a) It is agreed that benefits under the Welfare Benefits Plan shall not duplicate any benefits provided or required under state or federal laws, regardless of whether the benefits under such laws are larger or smaller than those provided under the Welfare Benefits Plan.

(b) Notwithstanding any other provisions of this Agreement, any benefits under the Welfare Benefits Plan which are of the same type (although not necessarily of the same name or in the same amount) as one or more of the benefits provided under the laws of any state which shall have such laws, shall not become payable to employees in any such state who hereafter become covered by this Agreement, until the Company and the Local Union have agreed either (i) that no changes in such benefits under the Welfare Benefits Plan are necessary or desirable by reason of such legislation, or (ii) upon the modifications of the Welfare Benefits Plan with respect to such benefits which shall

apply with respect to such employees; and further provided that, notwithstanding any other provision of this Agreement, where any state or federal legislation or regulation is adopted which mandates the provision of additional benefits to benefits already provided under the Welfare Benefits Plan to employees and their families/dependents, the reasonable cost of providing such additional mandated benefits, if any, may after proper notification to the Local Union, be assessed to employees subject to such additional mandated benefits.

(c) If any state or federal legislation is hereafter adopted which will provide benefits of the same type (although not necessarily of the same name or in the same amount) as one or more of the benefits provided under the Welfare Benefits Plan, or if any presently existing or future state or federal legislation providing such benefits may be hereafter amended, any benefit or benefits under the Welfare Benefits Plan which are similar or related to the benefits provided or affected by such legislation shall, at the written request of either the Company or the Local Union, become a subject for collective bargaining, which shall be carried on, and completed if possible, sufficiently in advance of the effective date of the new or amendatory legislation to permit the working out in good time of the administrative details which may be involved. If either party requests collective bargaining, but no agreement is reached during negotiations, prior to the effective

date of such legislation, the Company may terminate or modify any such benefits provided under the Welfare Benefits Plan with respect to employees in the state involved (or employees in the United States in the case of federal legislation). Written notice of such termination or modification of benefits shall be given to the Local Union before it is announced generally to the affected employees. In the event of such termination or modification of benefits, an appropriate adjustment shall be made in the employees' contributions under the Welfare Benefits Plan.

Section 3

(a) The Company shall have the sole responsibility for the administration of the Welfare Benefits Plan, and for the payment of all administrative expenses thereof. The benefits of the Welfare Benefits Plan may be provided under a group insurance policy or policies issued by an insurance company or companies selected by the Company, which policy or policies shall not be inconsistent with the terms of this Agreement and shall be in the general form of such policies customarily issued by the insurance company or companies; provided, however, that the Company may at its discretion at any time and from time to time cancel any such policy or policies and become a self-insurer of any or all of the benefits of the Welfare Benefits Plan for all or any group or class of active or former employees.

(b) The employees shall make the contributions to the Plan which are appropriate for their coverage. The Company shall pay the balance of the net cost. It will also pay any increases in such net cost and shall apply all dividends or rate credits or refunds under whatever name made under any insurance policy or policies toward reducing its part of the cost.

(c) By payment of its contributions to the premiums on any such insurance policy or policies, the Company shall discharge its full obligation hereunder, and shall be relieved of any and all liability to employees or their representatives hereunder, with respect to such insured benefits of the Welfare Benefits Plan.

(d) The Company agrees to furnish the Local Union with the following information for each full calendar year in which this Agreement is in effect, such information to be furnished by December 15 of the following year:

- (i) a copy of all information which is filed by the Company in accordance with Public Law 93-406, the Employee Retirement Income Security Act and which becomes a matter of public record concerning the Welfare Benefits Plan. Such information may include aggregate premiums, if any, and aggregate paid claims for each of the

following coverages: life insurance; accidental death and dismemberment insurance; and accident and sickness insurance as well as the aggregate amount of life insurance on all active employees covered by the Plan.

The Local Union agrees that by furnishing it with the information listed in this subsection (d), the Company will fully comply with any statutory or other obligation to supply the Local Union with information concerning the operation of the Welfare Benefits Plan.

ARTICLE III
Section 1

(a) Nothing in this Agreement shall be deemed to prevent the Company from making the Pension Plan, in whole or in part, available to others than the employees covered by this Agreement. The Company agrees to furnish the Local Union with the following information for each full calendar year in which this Agreement is in effect, such information to be furnished by September 15 of the following year:

(i) the number of persons retiring during the year, with their average age at retirement and the average pension of such persons who retired at their Normal Retirement Date during the year.

(ii) a summary of the most recent Actuarial Valuation of the Pension Plan showing total assets of the trust, including the present value of prospective contributions for both prior and future service, the present value of prospective pensions earned under the Pension Plan by all present active employees covered by the Pension Plan, and total liabilities of the Pension Plan.

(iii) a copy of all information which becomes a matter of public record concerning the Pension Plan which is filed by the Company in accordance with Public Law 93-406, the Employee Retirement Income Security Act of 1974.

The Local Union agrees that by furnishing it with the information listed in this subSection (a) the Company will fully comply with any statutory or other obligation to supply the Local Union with information concerning the operation of the Pension Plan.

(b) Subject to the provisions of Section 3(c) of Article I of this Agreement, the Company shall have the sole responsibility for the administration of the Pension Plan, in accordance with its provisions. By payment of its contributions to the designated trustee or trustees and/or insurance company or companies, the Company shall be relieved of any further liability under the Pension Plan, and benefits shall be payable only from the trust fund or funds and/or insured contract or contracts; provided however,

that any trust agreement and/or insurance contract under which such payments are made shall not be inconsistent with any provision of this Agreement.

ARTICLE IV

Section 1

Nothing in this Agreement shall be deemed to prevent the Company from making the Savings Plan available in whole or in part to others than the employees covered by this Agreement.

Section 2

(a) The Company shall have the sole responsibility for the administration of the Savings Plan and for the payment of all administrative expenses thereof.

(b) The Company, by making payments as required by the Savings Plan to the designated trustee or trustees, shall be relieved of any further liability under the Savings Plan, and distributions shall be payable only from the trust fund or funds; provided, however, that any trust agreement under which such distributions are made shall not be inconsistent with any provision of this Agreement.

(c) The Company agrees to furnish the Local Union for each calendar year in which this Agreement is in effect,

a copy of all information that becomes a matter of public record concerning the Savings Plan that is filed by the Company in accordance with Public Law 93-406, the Employee Retirement Income Security Act of 1974. The Local Union agrees that by furnishing such information the Company will fully comply with any statutory or other obligation to supply the Local Union with information concerning the operation of the Savings Plan.

ARTICLE V

Section 1

The Company will provide the Curtiss-Wright Non-Exempt Severance Allowance Policy that is in place at the time to full-time employees, as set in the amount specified below, for employees laid off from the Company under the terms of that Policy which include a requirement for the employee to sign a separation and release agreement as condition of receiving the severance benefits (this severance benefit will not be provided to employees separating from employment with the Company for other reasons – e.g., voluntary quit, retirement, discharge for misconduct or other cause, death, permanent disability, temporary furlough, etc.)

<u>Years of Service</u>	<u>Weeks of Payment</u>
2 – Less than 3 years	2 weeks
3 – Less than 4 years	3 weeks

4 – Less than 5 years	4 weeks
5 – Less than 6 years	5 weeks
6 - years and over	6 weeks

Section 2

The Employer will not sell any facility during the term of this Agreement unless the successor employer:

- a. Recognizes the Union as the representative of the employees in the unit which is included in the sale; and
- b. Agrees to provide those employees in the unit who are offered continued employment by the successor with comparable wages and to permit those employees to participate in the benefit plans the successor provides to its comparable level employees.

ARTICLE VI

Section 1

The Employer will refund tuition and compulsory fees up to a maximum amount of two thousand dollars (\$2,000.00) per calendar year to eligible hourly and non-exempt salaried employees and to eligible former employees who successfully complete a training course which relates to maintaining or improving employee skill in

performing his job or contributes to the career development of the employee within the Company.

Section 2

An employee, to be eligible to participate in the Educational Assistance Plan must meet the following conditions:

- (a)** He must have six (6) months or more credited service prior to the completion of any training course for which refund is requested;
- (b)** He must obtain from a designated Company representative advance written approval of his participation in the training course; and
- (c)** He must provide evidence that he completed the training course satisfactorily.

ARTICLE VII

Section 1

- (a) This Agreement shall become effective as of August 17, 2019, between the Company and the Association of Westinghouse Salaried Employees and the Federation of Independent Salaried Unions.
- (b) If, during the term of this Agreement, either the Association of Westinghouse Salaried Employees or the Federation of Independent Salaried Unions shall hereafter be recognized, after lawful certification by the National Labor Relations Board, as exclusive bargaining representative of other bargaining units of Company employees, this Agreement shall, but in no way retroactively, automatically become effective as to such certified exclusive bargaining representative, and the employees represented by it, upon delivery to the Company of the written assent of such representative to this Agreement.

Section 2

This Agreement shall remain in effect until 11:59 p.m. on August 17, 2024, and shall continue in effect from year to year after August 17, 2024, (such succeeding period of one (1) year being sometimes referred to herein as a "contract

term"), unless written notice of termination is given as hereafter provided.

Section 3

Either the Company or the Local Union may terminate this Agreement as of August 17, 2024, or as of August 17 in any subsequent contract term, by giving written notice of such termination to the other not more than sixty (60) days nor less than thirty (30) days prior to August 17, 2024, or August 17 of any such subsequent contract term. In the event of such termination, neither party shall have the right to strike or lockout with respect to any matter covered by this Agreement unless the Collective Bargaining Agreement between the Company and the Local Union, effective August 17, 2019 has also been terminated in its entirety.

Section 4

- (a) The Company and the Local Union agree that neither of them will request consideration of any proposed changes in or additions to this Agreement, unless one party gives written notice of its requests for such changes or additions which is received by the other party not more than sixty (60) days nor less than thirty (30) days before August 17, 2024, or August 15 of any subsequent contract term. Not more than fifteen (15) days following receipt of such written

request, collective bargaining negotiations shall commence between the parties for the purpose of considering proposed changes in or additions to this Agreement, including proposed changes in any of the Plans provided by this Agreement which may be submitted by either the Company or the Local Union.

- (b)** If written notice is given as provided in Section 4(a) above, and the parties do not reach agreement prior to August 17, 2024 or August 17 of any subsequent contract term, with respect to the proposals submitted during the above-mentioned negotiations, this Agreement shall continue in full force and effect (provided written notice of termination has not been given under Section 3 of this Article) until the tenth (10th) day after written notice is received by either the Company or the Local Union of the other party's intention to terminate this Agreement. In the event this Agreement is terminated pursuant to the provisions of this Section 4 (b), neither party shall have the right to strike or lockout with respect to any matter covered by this Agreement unless the Collective Bargaining Agreement between the Company and the Local Union effective August 17, 2019 has also been terminated in its entirety.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed to this Agreement by their respective duly authorized officers and representatives.

This Pension and Insurance Agreement dated August 17, 2019 is signed by the Local Union, and shall become null and void if written notice of such ratification is not received by the Company from the Local Union.

ASSOCIATION OF WESTINGHOUSE SALARIED EMPLOYEES

By: Anthony Bozik
Anthony Bozik, President

By: James Meyers
James Meyers, District 16 Representative

FEDERATION OF INDEPENDENT SALARIED UNIONS

By: Anthony Bozik
Anthony Bozik, President

CURTISS-WRIGHT ELECTRO-MECHANICAL CORPORATION

By: Randy A. Swanson
Randy A. Swanson, Sr. Manager, Human Resources

By: Lynn A. Humelsine
Lynn A. Humelsine, HR Generalist