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AGREEMENT

between

BELL HELICOPTER TEXTRON INC.

Subsidiary of

TEXTRON INC.

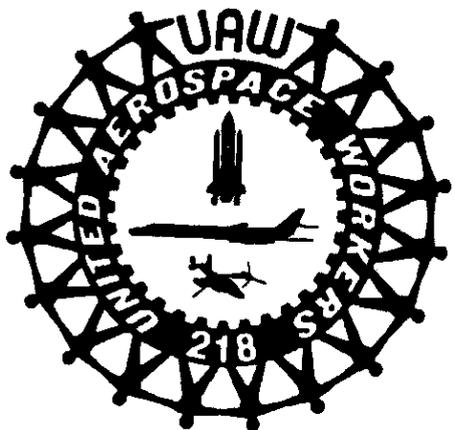
and

UNITED LOCAL 218, U.A.W.

11900

and

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



Duration:
June 16, 2003 -
June 11, 2006

PROPERTY OF:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____

2003 AGREEMENT

LOCAL 218 UAW CONTRACT

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AGREEMENT

This agreement is made by and between Bell Helicopter Textron Inc., a subsidiary of Textron Inc. (hereinafter referred to as the COMPANY) for its plants in the Counties of Tarrant, Dallas and that portion of Alliance Airport located in Denton County, whether now or hereafter operated by the Company in the State of Texas, and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW) and its UNITED LOCAL 218, hereinafter referred to as the UNION.

PREAMBLE

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

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

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

ARTICLE I

RECOGNITION AND COVERAGE

Section 1. The Company recognizes the Union as the sole bargaining agent of the Company's employees for the purpose of collective bargaining with regard to wages, hours, and other conditions of employment.

Section 2. The term "employee" for whom the Union is recognized as the bargaining agent in our plants now or hereinafter operated in Tarrant and Dallas Counties, and that portion of Alliance Airport located in Denton County, are those employees covered by certification of the National Labor Relations Board issued May 26, 1952, in Case No. 16-RC-1088 (except as modified by the

Agreement between the parties dated January 25, 1961 which removed Timekeepers from the coverage of this Agreement) as follows:

"All production and maintenance employees at the Employer's Fort Worth, Texas operations, including inspectors, production control with shop duties whose normal duties are confined to the shop floor, factory clericals, truck drivers, and leadmen."

Section 3. Employees excluded from the bargaining unit, and for whom the Union does not act as bargaining agent, are those employees so excluded, namely:

Office clerical employees; Production Control employees whose duties fall within the office; Professional employees, Watchmen, Guards, Chief Inspector, Assistant Chief Inspector, and all Supervisors as defined in the Act.

Section 4. The Union agrees not to use Company time for any Union activity except as specified under the paragraph herein relating to adjustment of grievances.

ARTICLE II

CHECK OFF

Section 5.

A. The Company will deduct from the wages earned or regular supplemental unemployment benefit payable of each employee covered by the Agreement, and turn over to the proper Officers of the Union, the initiation fees and Union dues of such members of the Union as individually and voluntarily certify in writing that they authorize such deductions. Such deductions shall be irrevocable for the period of one year, or until the termination of this Agreement between the Company and the Union, whichever occurs sooner; and it is further agreed that such authorization may provide that they shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective Agreement between the Company and the Union, whichever shall be shorter, unless written notice sent by registered or certified letter, return receipt requested, of revocation is given by the employee to the Company and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one year, or for each applicable collective Agreement between the Company and the Union, whichever occurs sooner.

The employees' C.A.P. donation will also be deducted on the "check-off" where said employees individually and voluntarily certify in writing that they authorize such deduction.

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

1. Employees, who at the time the union shop becomes legal are members of the Union, must as a condition of employment remain members of the Union for the term of this agreement, providing they remain under the coverage of the agreement.
2. Employees who are hired subsequent to the time the union shop becomes legal must, as a condition of employment, be required to become members of the Union within thirty (30) calendar days after being placed on the payroll, and must continue their membership in the Union for the term of this agreement, providing they remain under the coverage of the agreement.
3. Employees, who at the time the union shop becomes legal are not members of the Union, shall not be required to become members of the Union.

Section 6.

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

Section 7. The Union agrees that it will indemnify and save the Company harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the

Company in accordance with the terms of this article or in reliance upon the authorization mentioned herein.

ARTICLE III

MANAGEMENT

Section 8. The Company shall exercise the usual functions, duties and responsibilities of Management, and these functions and the rights discussed in this Section shall not abridge the terms of this Agreement. The Company has the complete and sole right to determine the extent of its operations.

It shall determine when any part of the complete operation shall function or be halted, and when and where production shall be increased or decreased. The authority to hire employees, direct, adjust, increase and decrease the working force, to remove employees for just cause and maintain discipline shall be vested in the Management. The selection of supervisory employees is the sole responsibility of the Management and shall not be the subject of a grievance.

ARTICLE IV

REPRESENTATION

Section 9. The Union shall be represented as follows:

- A. By a Shop Committee of seven (7) members, consisting of the Chairman of the Shop Committee, the President, and five (5) Shop Committeemen. This Shop Committee shall be elected by the General Membership of Local 218. The Chairman, after consultation with the Vice President of Human Resources or his designated representative, will divide the plant into five (5) areas. The Chairman will assign each of the above mentioned five (5) Shop Committeemen to represent only those employees in a specific area as hereinafter provided in the Grievance Procedure. Such assignment shall be for the duration of their term of office.

A Shop Committeeman shall be permitted to investigate grievances at any step of the Grievance Procedure in his specific area, and may assist the Zone Committeeman at the first stage of the grievance.

If transfers are necessary to achieve the above, the Company agrees to make such transfers, providing the Union will make every effort to assign representatives whose classification is

active in the facility and on the shift.

B. By Zone Committeemen according to the following schedule:

<u>NUMBER OF EMPLOYEES</u>	<u>ZONE COMMITTEEMAN</u>
0 to 600	1
601 to 1000	2
1001 to 1400	3
1401 to 1800	4
1801 to 2200	5
2201 to 2499	6
2500 to 2600	7
2601 to 3000	8
3001 to 3500	9
3501 to 4000	10
4001 to 4500	11
4501 to 5000	12

and so forth, with one (1) additional Zone Committeeman for each additional 500 employees.

Section 10. The plant will be zoned by the Union, after consultation with the Vice President of Human Resources or his designated representative. Each Zone shall consist of approximately 500 employees. The members of the Union in each zone shall elect their Zone Committeeman from the employees who are working in that zone.

The Company will notify the Union when employment increases or decreases to the extent that a Zone Committeeman is to be added or removed. The Chairman will rezone, after consultation with the Vice President of Human Resources or his designated representative, within thirty (30) calendar days following such notification by the Company.

Section 11. Shop Committeemen will be permitted to handle grievances from other areas when the regular Shop Committeeman for that area is absent from the plant for the day. The supervisor will approve requests by the Shop Committeemen to leave their area in accordance with the foregoing. Upon entering a department outside his regular area pursuant to the above, the Shop Committeeman will notify the supervisor of the department of his presence.

Section 12. Zone Committeemen shall be permitted to handle grievances from other zones when the regular Zone Committeeman for that zone is absent from the plant for the day. The supervisor

will approve requests by the Zone Committeemen to leave their zones in accordance with the foregoing. Upon entering a department outside his regular zone pursuant to the above, the Zone Committeeman will notify the supervisor of the department of his presence.

Section 13. The Chairman of the Shop Committee will give the Company in writing the names of the Union Representatives who will function in the grievance procedure as outlined.

The Chairman shall have the authority to appoint a replacement for himself and for absent Shop Committeemen or Zone Committeemen. The President shall have the authority to appoint a replacement for himself.

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

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

Section 14. It is agreed that no Shop Committeeman will be transferred from his area and that no Zone Committeeman will be transferred from his zone unless he agrees to such transfer, provided there is work in the area or zone respectively which he is capable of doing.

This clause shall be interpreted to mean that the Shop Committeeman or Zone Committeeman must prove by his employment record with the Company and/or his employment application that he has had experience which meets at least the minimum requirements as set out in the job description for any job that is available in his area or zone, whichever may apply. If he can meet the above requirements, he will be given a trial period of five (5) days to demonstrate his ability to do the job. If he should lose his status as a Shop Committeeman or Zone Committeeman, the employee shall return to his former classification seniority permitting.

ARTICLE V
GRIEVANCE PROCEDURE

PREFACE

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

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

Section 15.

- A. If an employee has a grievance, he shall report it to his Zone Committeeman or his Shop Committeeman, who will endeavor to adjust such grievance with the department supervisor designated to handle grievances for that zone.
- B. If the oral grievance has not been satisfactorily settled, it may be reduced to writing on a form provided by the Company, signed by the Zone Committeeman and presented to the department supervisor designated to answer grievances for that zone. This supervisor shall give his written and signed disposition of the grievance and the reasons therefore within twenty-four (24) hours, and in no event longer than forty-eight (48) hours.

Grievances involving trial failures will be filed in the department where the trial failure occurred with the Management Representatives designated to answer grievances for that department, with or without the signature of the grievant who failed such trial. The President, Chairman, Shop Committeeman and/or Zone Committeeman who represents the zone where the trial was held can file such grievance.

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

Section 16. If the grievance has not been satisfactorily settled by the department supervisor, the Zone Committeeman and/or the Shop Committeeman assigned to that area shall take up the grievance with the department head designated to handle those grievances for that zone. The department head must give his written disposition

of the grievance within forty-eight (48) hours from the time he receives it.

Section 17. If the grievance has not been satisfactorily settled in the preceding step, the Shop Committee shall present the grievance at the regularly scheduled meeting with the Management Representatives. The Representatives of Management shall give a written disposition within four (4) days.

Section 18. In the event the Union does not receive a disposition to the grievance within the time limits set forth, the grievance may be taken to the next step. The Union shall have the right to appeal any decisions of the preceding steps to the next succeeding step within five (5) days. Failure on the part of the Union to appeal a decision to the next step within the five (5) days' limit voids that particular grievance, unless the Union notifies the Company in writing within five (5) working days requesting an extension and the reasons therefor.

Section 19. If the Management's written disposition following this meeting is not satisfactory to the Shop Committee, the matter may be appealed as outlined under Arbitration.

Section 20. Policy grievances shall be processed beginning with the third step and shall be taken up at a Shop Committee Meeting with Management.

Section 21. If an employee is refused admittance to the plant, the Union will be called if the employee so requests.

Section 22. The Labor Relations Office will be open daily for the purpose of giving information to the members of the Shop Committee, and to Zone Committeemen who are located in the facility and on the shift where the Labor Relations Office functions. Zone Committeemen, located at a facility or on a shift where the Labor Relations Office does not function, may secure information from the Labor Relations Office by telephone.

Section 23. The Placement Office will be available to provide members of the Shop Committee, and Zone Committeemen who are located in the facility and on the shift where the Placement Office functions, with pertinent information on grievances and for inspection of personnel records applicable to said grievances. Zone Committeemen, located at a facility or on a shift where the Placement Office does not function, may secure pertinent information from the Placement Office by telephone.

The Placement Office will be open on the second shift in accordance with the following schedule:

<u>NO. OF EMPLOYEES</u> <u>ON SECOND SHIFT</u>	<u>MINIMUM HOURS</u> <u>OPEN</u>
---	-------------------------------------

0-200	Zero
201-500	1 Hour
501-Up	2 Hours

Section 24. An International Representative of the UAW shall, upon the request of the Shop Committee, or the Company, or at his own request, be permitted to investigate grievances and attend meetings at any step of the grievance procedure.

Section 25. It is agreed that no grievance under this Contract shall be filed, or accepted for processing, involving an act which occurred more than one (1) year before the date of such original filing unless mutually agreed to by the parties. Grievances involving restoration of seniority, layoff or recall shall be exempt from the aforementioned limitation. This shall not apply to any grievances of a veteran returning from the Armed Services, if the act from which the grievance arose occurred prior to his entry into the Armed Service, or during his service. However, the financial liability to the Company will in no event exceed ninety (90) days prior to the filing of the written grievance.

Section 26. The Chairman of the Shop Committee and/or the President or, if they are unavailable, their duly designated representatives, will be permitted to work a split shift from 12:00 Noon to 8:30 PM for the purpose of investigating grievances one (1) day per week. They will be paid their shift rate of pay for the hours so worked unless they are on the second shift, in which case they will be paid their normal shift differential.

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

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

Section 27. The Shop Committee shall have a regularly scheduled grievance meeting each Thursday at 1:30 PM with Management. Special meetings or emergency meetings between the Shop Committee and Management Representatives may be held by mutual agreement. All grievances, including policy grievances, to

be processed at the Top Bargaining meeting, will be called in not later than twelve o'clock noon on the Tuesday preceding the meeting. If a Shop Committeeman, from other than the first shift, attends such meetings, he shall be paid his regular rate including shift premium but shall not be paid for more than eight (8) hours. Any time spent in such meetings on other than his regularly scheduled shift shall be deducted from his regular workday and shall be considered as time worked. Time of payment shall be from in-punch, but for not more than one and one-half hours prior to start of scheduled meetings; this shall apply only to Shop Committeemen from other than the first shift.

Section 28. Shop Committeemen and Zone Committeemen shall be required to work at all times except when handling legitimate grievances in accordance with the established grievance procedure. If required, the President, Chairman, Shop Committeemen, and Zone Committeemen may spend up to eight (8) hours a day handling legitimate grievances. The Union agrees to see that time spent handling grievances will be kept to a minimum.

Section 29. The President of the Local Union and the Chairman of the Shop Committee shall be permitted to investigate grievances at any step of the grievance procedure regardless of locality or facility. When such representative desires to visit a plant other than the one in which he works, it will be approved by the Labor Relations Department.

Section 30. In the event the Company opens any other plants covered by the Agreement, the President and/or Chairman of the Shop Committee shall be permitted to visit any plant or division covered by this Agreement, at any time members of the Bargaining Unit are working, for the purpose of investigating grievances or working conditions. When either Representative or both desire to visit a plant other than the one in which he works, his entrance will be approved by the Labor Relations Department.

If the President and/or Chairman visits any plant or division on any shift other than his own he shall not be paid for such time, except as provided for in Section 26.

Section 31. All Shop Committeemen and all Zone Committeemen shall notify their supervisor whenever they leave their work to investigate a grievance or grievances:

Section 32. The Chairman of the Shop Committee and the President of the Local shall not be required to report to their supervisor for the purpose of investigating grievances and coordinating the Union Representatives functioning in the grievance procedure.

Section 33. When employees in the Bargaining Unit are called in for weekend or holiday overtime work, Union representatives will also be called in according to the following ratio:

<u>NO. OF EMPLOYEES.</u>	<u>UNION REPRESENTATIVES.</u>
0 to 25	None
26 to 50	One
51 to 100	Two
101 to 150	Three
151 to 200	Four
201 to 600	Five
601 to 1000	Six, etc.

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

The Company will notify the Chairman of the Committee of the number of Union representatives to be called in the classification of work involved not later than 2:30 PM on the Friday preceding the overtime work. The Committee Chairman will then notify the Company of the names of the Union representatives able to perform the available work who are to be called in for the overtime work. Such Union representatives will be selected from among those who ordinarily represent the employees called in for overtime.

In order for a Union representative to be eligible for the overtime work he must meet the following conditions:

1. He must be permanently assigned to the shift and facility where the overtime is to be performed.
2. His classification must be working in the facility and on the shift involved.
3. He must not have refused to come in for the overtime in question in line with his regular turn as a worker. (There is nothing to prevent the Union from designating a Union representative, who is coming in on his normal overtime turn as a worker, as a Union representative for the overtime in question, but under no circumstances will a Union representative who has refused to work the overtime on his normal turn as a worker be permitted to come in as a Union representative for the same overtime.)

The Union shall first select representatives who normally represent employees working on the overtime day in a given zone when work is available for such representation in their classification. If such representatives are not available for work on the overtime day in question the Union then may designate representatives from another zone provided his classification is working.

The clause shall not be used to deprive the Union of proper representation on an overtime day, nor shall it be used to change the ratio of representatives as called out in Section 33. If the ratio is short the Company shall make an exception to this clause and allow other representatives in to maintain said ratio.

Section 34. Other provisions of this contract notwithstanding, the Company may take any problems or situations involving abuses directly to the Shop Committee and/or the International Union.

ARTICLE V ARBITRATION

Section 35.

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

Section 36.

- A. A panel of six (6) arbitrators will be established by mutual agreement to handle grievances appealed to arbitration. The

designation of the arbitrator will be made by the parties by alternately placing names in preference order from the panel of six (6) arbitrators. The Company and the Union shall determine by lot the order of preference. The arbitrators will then be rotated with each set of grievances taken to arbitration. If the designated arbitrator is not available to serve within sixty (60) calendar days from the date of a mutual request of

the parties to serve as arbitrator, his name will go to the bottom of the list and the next arbitrator will be contacted.

B. If either party elects to cancel the arbitration panel as described in Section 36A above, they may, after thirty (30) days notice in writing to the other party, request the Director of the United States Conciliation Service, Department of Labor, to submit a list of seven (7) persons, one of whom shall be selected to act as Arbitrator. Within seventy-two (72) hours of receipt of such names, each party shall have the right to strike three names in the following manner: The Company and the Union shall determine by lot the order of elimination.

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

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

Section 37. The Arbitrator shall be empowered to rule on all disputes pertaining to the interpretation or application of this Agreement. He shall have no power to add to or subtract from or modify any of the terms of this Agreement or any other Agreement made supplementary hereto. He shall not establish or change any basic wage rate already in effect. He shall have no power to interpret any State or Federal Statute when the compliance or non-compliance therewith shall be involved in the determination of a grievance. Any case appealed to Arbitration which the Arbitrator decides is not arbitrable under this Agreement shall be referred back to the parties.

Section 38.

- A. The fees and expenses of the Arbitrator shall be shared equally by the Company and the Union. The Chairman of the Shop Committee and the President or duly designated representatives of the Union shall be paid for time spent in arbitration if it occurs during their regular working hours. In addition, the Company shall pay for time lost from regular working hours of one additional employee if required as a witness in arbitration. In the case of disciplinary action or grievances, two employees may be paid for time lost during regular working hours, if required as witnesses. In no case shall the number of Union representatives paid by the Company exceed four (4).
- B. Unless mutually agreed otherwise, either party may have up to four (4) individuals who may be in attendance during the hearing and may testify and not be subject to the rules limiting attendance and testimony of interested parties. Those four (4) interested parties shall be limited to the following or their designated representatives:

<u>For the Union</u>	<u>For the Company</u>
International Representative	VP of Human Resources
Local 218 President	Dir. of Employee Relations
Local 218 Chairman	Mgr. of Labor Relations/ Placement
Grievant	Labor Relations Representative

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

Section 39. There shall be no appeal from the Arbitrator's decision, which will be final and binding on the Union and its members, the employee and/or employees involved, and the Company.

Section 40. The Arbitrator shall render the decision within thirty (30) days after the presentation of the case.

Section 41. Any issue involving interpretation and/or application of any terms of this Agreement may be initiated by either party

directly with the other party. Upon failure of the parties to agree, it may then be appealed directly to the Arbitrator for decision.

ARTICLE VII

DISCIPLINARY SUSPENSIONS AND DISCHARGES

Section 42. In the event any disciplinary action of any kind is under consideration or being contemplated on the part of the Company toward any employee, under the terms of the Agreement, it is hereby agreed that before such action is taken and while it is under consideration, the matter will be subject for discussion between the Company and the Union. It is the purpose and intent of this clause to settle all such matters before action is taken, in order that discussion after the act may not be necessary, thereby conserving the time of both the Company and the Union.

DISCIPLINARY ACTION PROCEDURE

Section 43. It shall be the right of Management to discipline or discharge any employee for just and proper cause.

Section 44. If it becomes necessary for Management to discipline or discharge any employee, such disciplinary action shall be carried out as follows:

- A. The immediate supervisor must first discuss the matter of contemplated disciplinary action with the Zone Committeeman in the employee's zone. The immediate supervisor will promptly inform the Zone Committeeman that he is initiating the disciplinary action and the reasons therefor.
- B. The Zone Committeeman and the employee shall be given a reasonable time to discuss the matter together and with the immediate supervisor.
- C. After the discussion, in order to remove the disciplinary action from the realm of personal feeling or argument, the immediate supervisor will refer the complete history of the discipline to his superintendent or assistant superintendent, or a person of higher supervisory authority, where the final penalty will be determined and applied.

In those facilities or on shifts where there is no superintendent, the Company will designate a ranking supervisor to act in the capacity of a superintendent for the express purpose of handling disciplinary actions under this Article.

- D. During a disciplinary action hearing, the President or Chairman (if available on the shift and facility involved) and the employee's Shop Committeeman, will be permitted to represent the employee to be disciplined. This will be in addition to the employee's Zone Committeeman. If the President and the Chairman are not available on the shift and facility involved, one shall be given reasonable time to get to the relevant facility before the hearing begins.
- E. The employee, before he leaves the plant, will be given an opportunity to file a grievance with his Zone Committeeman if he so desires. Grievances involving disciplinary action should be processed beginning with the second step of the grievance procedure. The Chairman of the Shop Committee shall be notified in writing the same day the discipline is taken.
- F. Notwithstanding the provisions of C and D above, the immediate supervisor of an employee may issue written warnings to an employee after complying with the provisions of A and B above. Written warnings shall be voided and removed from the employee's record after one (1) year from the date of issuance.

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

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

- G. The employee must acknowledge, by signature, receipt of the written warning, and such acknowledgement is in no way an admission of guilt.
- H. The desire of the parties is to reach agreement on grievances involving disciplinary action without recourse to Arbitration. In order that full and complete consideration be given by both parties all written evidence and/or photographs used in the disciplinary action or in protest of such action will be made available to either party upon request of the other party.

Section 45. If no grievance is filed on disciplinary action within five (5) work days after the employee leaves the Company premises, the disciplinary action will be considered final.

Section 46. The immediate supervisor may deviate from the procedure presented above when the conduct of the employee to be disciplined is such as to endanger the person or property of others. In such cases, the employee shall be taken to a private office, and his Zone Committeeman called before he is escorted from the plant.

ARTICLE VIII

STRIKES, LOCKOUTS, AND WORK STOPPAGES

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

Section 47. During the term of this Agreement the Local Union and the International Union, or either of them, shall not cause, engage in, sanction or assist in any slowdown, work stoppage or strike against the Company. Correlative with this provision, the Company agrees not to engage in a lockout.

Section 48. The Company agrees that it will not hold the International Union, UAW liable for damages resulting from violation of this Article, providing that in the event of an unauthorized work stoppage or slowdown or strike in any form, an authorized representative of the International Union, upon request of the Company, shall by public notice disavow the stoppage and order the members of the Local to return to work at once.

Section 49. The Union agrees not to engage in any form of unauthorized work stoppage or slowdown or to permit its members to engage in any unauthorized work stoppage, slowdown, sit-down, or strike in any form.

Section 50. The Company agrees that it will not hold the Local Union liable for damages resulting from violations of this provision provided that in the event an unauthorized work stoppage occurs, the Local Union immediately instructs its members to cease such stoppage and return to work. In the event the employees continue such interruption of work, the Company may take whatever disciplinary action it deems appropriate, including discharge. Any grievance initiated by the Union concerning such disciplinary action shall be started at the third step of the grievance procedure.

Section 51.

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

ARTICLE IX

SENIORITY

Section 52. PROBATIONARY PERIOD

All new employees shall be regarded as probationary employees during the first ninety (90) calendar days of their employment by the Company. A probationary employee shall have no seniority rights and his retention as an employee is entirely within the discretion of the Company, provided no such employee shall be discharged because of his membership or activity in the Union. The Union agrees that it shall not bear any responsibility for the probationary employees if they are laid off during their probationary period of ninety (90) days.

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

Section 53. COMPUTATION OF SENIORITY

Seniority shall be computed in years, months and days from the first day of employment. In all situations involving two (2) or more employees with the same union seniority date, the employee with the lowest permanent number shall be treated as the senior employee, and the employee with the highest permanent number shall be treated as the junior employee.

Section 54. SENIORITY

- A. Seniority shall be Company-wide (Company-wide shall be defined to mean all plants and facilities specified in Article I, Section 2) and layoffs shall be processed in accordance with the seniority provisions of this Agreement.
- B. Prior to January 1, 1988, each employee currently holding dual seniority in the bargaining unit will be required to declare the seniority they wish to retain, and sign off all other seniority rights in the unit.

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

Section 55. JOB FAMILIES

- A. For the purpose of this Agreement, "Job Families" shall be defined as a group of jobs requiring the same type of skill and knowledge. Each Job Family shall be composed of closely allied skills and comparable jobs.
- B. These Job Families as agreed upon by the Company and the Union shall be part of this Agreement.

Section 56. SENIORITY LISTS

- A. **The Company shall keep the seniority lists up to date and on the first and third Monday of each month give eight (8) copies of each list to the Union. If the first or third Monday of the month falls on a holiday, the list will be provided on the next scheduled workday.**
- B. The following lists shall be kept:
 - 1. For each classification.
 - 2. Company-wide lists.

Section 57. LOSS OF SENIORITY

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

- A. If he has been continuously laid off for a period equal to his total seniority at the time of layoff, or he has failed to notify the Company, in writing within three years following layoff, of his desire to remain on the recall list, or he fails to notify the Company once each layoff year following his third year of layoff. Notification to the Company must be made either by certified mail, return receipt requested, or by personal appearance at the Company Employment Office, where a stamped receipt will be issued. The notification will be considered valid if received within thirty (30) days either side of the anniversary date of the layoff. Employees with less than two (2) years of seniority may be laid off for two (2) years before losing seniority.
- B. If he quits.
- C. If he is discharged.
- D. If he is absent for five (5) consecutive working days without properly notifying the Company, unless a satisfactory reason is given.
- E. If he fails to comply with the requirements for obtaining a sick leave of absence as outlined in Section 104.
- F. If he fails to reply or accept the highest job he held in a job family within six (6) working days after the mailing of a certified or registered letter (Return Receipt Requested) to his address as qualified in Section 61, and does not give a satisfactory reason.
- G. If he retires or is automatically retired under the terms of the Pension Plan.
 - 1. An employee who has been retired on a total and permanent disability pension who thereby has broken his seniority in accordance with Section 57G above, but subsequently recovers, shall be reinstated and shall have his seniority reinstated back to the seniority date he had at the time he went on total and permanent disability.
 - 2. If an employee retired for reasons other than total and permanent disability, who has lost seniority in accordance with subsection 57G above is rehired, such employee will have the status of a new employee, except for the purpose of applying the provisions governing Holiday and Vacation pay.
 - 3. All employees must terminate employment as required by State or Federal law. Any such termination shall cancel the employee's seniority.

Section 58. LAYOFFS ACCORDING TO SENIORITY

A. Temporary Layoff

Layoffs for not more than a ten (10) work day duration shall be confined to the department and classification in which production curtailment occurs. Extensions of this period or exceptions to this procedure must be agreed to between the Company and the Union.

B. Indefinite Layoff

1. Seniority shall govern with respect to layoffs and recalls in accordance with the position occupied on the seniority list.
2. When there is a decrease in employment the following procedure shall be followed:
 - a. Before any employee in a classification is surplus, probationary employees in that classification shall be laid off, and then employees on upgrade trial in the classification shall be removed in reverse order of date of entry into the classification. In the event two or more employees on upgrade trial have the same date of entry, Union seniority shall be the determining factor as to their removal.
 - b. When there is a surplus of employees in any classification, the employee with the lowest seniority in that classification shall be declared surplus. These surplus employees shall be entitled to bump into other classifications in accordance with the seniority provisions of this Agreement.
 - c. The job families have been arranged with the job classifications listed vertically in order of skill required, with the job requiring the greatest skill at the top of the list. Bumping within a job family, therefore, will be in a lateral or downward direction as outlined in the job family charts, unless otherwise provided in this Agreement.
 - d. The Company will submit to the Shop Committee, one-hundred-twenty (120) hours before a surplus, a list of employees who are declared surplus, showing their classification and seniority status. The one-hundred-twenty (120) hour notice will not be given in circumstances beyond the control of the Company,

such as cancellation of Government contracts by the Government, or Acts of God. The Union will be furnished a weekly list of all layoffs.

3. Claiming—seniority, employees involuntarily surplused to the street and employees on recall from the street will be allowed to claim job posted in Placement after exhaustion of recalls, surplus activity and qualified bids.

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

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

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

C. Automated Bumping

1. Employees may change their bumping options once each month, to be effective the first work day of the first full work week of the following month. Such changes must be received in the Placement Office by 4:30 P.M. on the 20th of the month.
2. Pre-Selection Procedures
 - a. In time of reduction of force an employee may not wish to bump into a job held by a junior employee, in which event he is entitled to be processed as a layoff.

b. When there exists a surplus of employees and the junior employee or employees are to be laid off, an employee with the same classification, with greater seniority, may elect to be laid off in the place of a junior employee. Such employees who elect to be laid off, shall waive their right to recall in line with their seniority, and shall take their place at the bottom of the recall list in the classification which they hold and will not be recalled until the recall list for that job classification is exhausted. In such recalls, the employees' seniority shall be their original seniority date.

c. Choice of Shift.

d. Sign off jobs at time of layoff and go to a lower labor grade. Also sign off recall rights.

e. Choice of Multiple Jobs in Same Labor Grade.

f. Conditional Bumps must be satisfied prior to the posting of the surplus.

D. Veteran Reinstatement

1. Veterans applying for reinstatement after their discharge from the Armed Service may use experience and/or skill acquired while in the service as a basis for bumping.

2. In the event the veteran has sufficient seniority to be reinstated in the job he held prior to his entry into the Armed Service he shall be reinstated in that job in accordance with Section 102E.

E. Welder Certification

1. Should a Welder Heli-Arc Specialist fail a certification test in a required phase of welding, they will be given forty (40) hours to re-take and pass the test. Failure to pass the re-test will result in their being processed as surplus.

2. Any employee entering the Welder Specialist classification must possess the required certifications at the time of entry.

F. The Company agrees that the layoff procedure shall not be used to affect mass downgrading.

G. In the event the Company opens up other plants in the Counties of Tarrant, Dallas and that portion of Alliance

Airport located in Denton County, the bumping procedure and seniority provisions of this Agreement shall apply.

Section 59. RECALLS

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

Section 60.

For the purpose of recalling an employee, the Company will send a registered or certified letter (Return Receipt Requested) to his last address on record in the Placement Office. The Union will be given a copy of this letter. If the employee does not reply within six (6) working days from the date of mailing or report within four (4) working days from their acceptance, he is removed from the recall list in accordance with the provisions of Section 62.

Section 61. The Union recognizes the responsibility of the employee to keep the Personnel Placement Unit of the Company informed as to his correct address and agrees that in such cases where the employee has not done so, the responsibility of the Company does not go beyond the sending of the notice to the employee's last known address. Any change of address of a covered employee shall be sent to the Union.

Section 62. RECALL PROCEDURE

The following procedure will determine an employee's rights and responsibilities at time of recall...

- A. The employee shall be notified when his seniority entitles him to a job in any job family.
- B. Employees who accept a job at time of recall, must report to work within four (4) working days of the time they accept the job. Employees failing to report within four (4) working days shall be considered as having not reported and shall be removed from recall for that job or equal and lower labor grade job classifications on that bumping chart, unless a satisfactory reason is given.
- C. Employees being recalled shall have no option or choice of shift or facility. In the event the employee will not accept the position available he will be required to sign off the job on all shifts and in all facilities and he shall not be recalled to that job or for equal or lower labor grade job classifications in his bumping chart.

- D. Active employees shall not be recalled to jobs in their bumping chart equal to their current labor grade unless they notify the Placement Office in writing of their request for recall. Such requests shall only be honored as against open requisitions and in the event there is more than one such request, the senior employee who has a lateral recall request in at the time the requisition is date stamped into the Placement Office, shall be given first opportunity for recall. Employees who request and accept lateral recall cannot request a subsequent lateral recall in that same labor grade.
- E. Employees who refuse or fail to reply or report for an opening in the unskilled job family shall be removed from recall for all other jobs in the unskilled family. The notice of recall shall indicate the other jobs in the unskilled group and a notification of loss of recall rights in the event the employee fails to report or reply or refuse the job offered.
- F. The Union will be given a weekly list of employees who return to work in response to a recall, as well as rehires, reinstatements and new hires.
- G. The Union will be given a copy of the covered employee change of address form.

Section 63. PROMOTIONS

If promotions are to be effectuated to higher paid non-supervisory jobs, such as crew chief, lead and group leader, first consideration for such promotion will be given to the senior employee. If they have better or equal ability than other employees who have less seniority, they will be promoted. If the employee with the highest seniority does not have the above qualifications, the next ranking senior employee will be considered for the promotion. This consideration of senior employees will continue until the promotion is made.

All leads shall be selected within classification, department and facility regardless of shift.

Section 64. LIABILITY

Notwithstanding other provisions of this Contract:

- A. The Company will be liable for any error on a separation layoff only from the date of the filing of a written grievance bringing said error to the Company's attention.

B. On any errors in recall from the street the Company shall be liable only from the date of filing of a written grievance bringing the error to its attention to the date the Company sends a recall letter.

C. As each employee becomes eligible for upgrading and/or recall from within the plant, the employees shall be moved or adjusted within fifteen (15) calendar days from the date of eligibility.

D. As each employee becomes eligible for bumping, the employee shall be moved in accordance with Section 58 of this Agreement. In case of error by the Company in moving the affected employee, and such error is brought to the attention of the Company through a written grievance, the Company shall make an adjustment within forty-eight (48) hours without financial liability.

Section 65. TRANSFERS

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

B. Types of Transfers

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

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

a. Department (Within A Shift) - In cases where there is a reduction in force in a classification in one department and an increase in force in the same classification in another department, the senior workers in the reducing department shall have preference to be transferred. If not enough volunteers are secured in this manner, the remaining needs shall be filled by

transferring employees with the least seniority in the classification in the department where the reduction occurs.

- b. **Transfer of an Entire Department** - In cases involving the transfer of an entire department, where only facility changes are involved, the Company has the right to transfer the entire department as a unit. (2b is an exception to 2a above.)

3. It is mutually understood by the parties that there will be circumstances in which an employee becomes physically or mentally incapable of performing the duties of their current job, but may be capable of performing other available jobs.

- a. The degree, duration, and any associated limitations must be certified to in writing by the employee's personal physician and the Company physician after they have performed any evaluation procedures they deem necessary, and after they have personally observed both the current work assignment and any claimed work assignment being performed on site. If these physicians' opinions are in conflict, or any person fails or refuses to actively participate, the parties shall refer the employee to a third physician, mutually agreed upon, whose decision with respect to the above shall be final and binding on the Union, the employee involved, and the Company.

- b. In determining other available jobs the parties shall first examine work within classification, then jobs in the employee's bumping chart in which the disabled employee has more seniority than the incumbents, and then open assignments the employee claims they can successfully perform.

- c. Disabled employees claiming they can perform the duties of a skilled or semi-skilled job must prove by their employment record with the Company or their employment application that they have had actual experience doing the claimed job for a period of time equal to the minimum experience set out in the job specification, and must possess any required certifications. If they meet the above requirements they will be given a trial of up to thirty (30) working days to demonstrate their ability to perform the duties of the claimed job, seniority providing.

d. Employees displaced by disabled employees shall be treated as surplus with full bumping rights as outlined under the contract.

e. If there is no work available because of seniority provisions within the disabled employee's limitations they shall be laid off with recall rights to those jobs that they can perform.

4. Any employee who has been permanently incapacitated at their work by injury or compensable occupational disease while in the employ of the Company to the extent that they are unable to return and perform the available work in their normal job assignment within thirty (30) calendar days from the date they are released to return to light duty, shall have their case reviewed by a joint committee, who will place them in another job within their classification, or in another classification at a rate of pay as comparable as possible to their former rate, seniority permitting.

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

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

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

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

C. Shift Preference

1. The senior employee shall have preference in order of seniority for any shift once each contract year after the effective date of this Agreement. The employee shall indicate his desire to exercise his shift preference by completing the Employee Preference Card. An employee who has exercised his shift preference and is later removed involuntarily from that shift shall be entitled to reinstate his shift preference for that contract year only.
2. Shift preferences will be processed only once each month, to be effective the first work day of the first full work week of each month. Only those shift preferences that have been received in the Placement Office by 4:30 PM on the Wednesday preceding the first work day, as referred to above, will be eligible to be considered for movement.
3. Employees have no choice of department or facility on a shift preference, and a shift preference may not be exercised against an employee on an upgrade trial or while on a probationary period.
4. An employee may also indicate their desire to change shifts by completing the Employee Shift Change Request. Such requests are honored against an open requisition only, in order of the employee's seniority. The employee shall receive a dated receipt for such request. Transfers by such requests against open requisitions shall not be permitted more frequently than once per contract year after the effective date of this Agreement. For the purpose of this paragraph, "open requisition" shall be defined as a requisition that is increasing the number of employees in a classification on a given shift or a requisition that is replacing an employee on that shift who has either upgraded or terminated.
5. Exceptions to the above shall be made when the establishment or expansion of a new shift in a department or an emergency requires a nucleus of experienced workers. In such situations the assignment of employees with greater seniority within a classification to a shift other than the one they are on shall be limited to thirty days.
6. An employee shall have a choice of one, and only one, department on a shift change request.

7. An employee may not designate by inclusion or exclusion a specific facility or specific facilities on a shift change request, unless he has a valid facility preference on file. In such case, the employee will be charged with having exercised both a shift change request and a facility preference.
- An employee who exercised his shift change request or his facility preference or both and is later removed involuntarily from that shift or that facility shall be entitled to reinstatement of both his shift change request and his facility preference for that contract year only.
8. In the event it is necessary to transfer employees to a different shift and there are no "Employee Shift Change Requests" on file, the junior employees in the classification on the shift that is reducing shall be transferred to the other shift.
9. When a new third shift is created in any department, the Company will recognize Shift Change Requests as well as Employee Shift Preferences before filling vacancies by forced transfers of junior employees.
10. When there are a number of shift preferences on file which create a cross-shift-match situation, the senior employees' shift preference on file for a given shift change shall be matched with the shift preference of the senior employee on the matching shift. This senior to senior matching shall continue until all matching situations have been completed. After all the shiftmatch situations have been processed, the next senior shift preference on file shall bump against the junior employees in the classification. This shall continue in seniority order until all valid shift preferences have been honored.

D. Facility Preference

1. Employees shall have the right to transfer against open requisitions in the same classification at other facilities. For the purpose of this paragraph, "open requisition" shall be defined as a requisition that is increasing the number of employees in a classification at a given facility, or a requisition that is replacing an employee at that facility who has either upgraded or terminated. The employee shall be responsible for making such request in writing on the Employee Preference Card and such transfers shall be limited to one (1) in each contract year. If two or more employees request transfer in the same classification the senior employee who has his request in at the time the requisition is date stamped into the Placement Office shall be given first opportunity to transfer.

2. An employee shall have a choice of one, and only one, department on a facility preference.
3. An employee may not designate by inclusion or exclusion a specific shift or specific shifts on a facility preference, unless he has a valid shift change request on file. In such case, the employee will be charged with having exercised both a facility preference and a shift change request.

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

4. All eligible facility preferences on file in Placement as of 4:30 p.m. on the Wednesday preceding the third Monday of March and September of each year will be matched, within shifts, with the other eligible facility preferences on file, and transfers will be made accordingly, effective the third Monday of that month. When such matching is accomplished, department and shift choices will not be honored. To be eligible to move under this matching system, the employee must not have voluntarily moved by means of a shift preference or a shift change request or a facility preference within six (6) months prior to the effective date of the facility matching move.
- E. Transfers shall not be used as a disciplinary measure.
 - F. A weekly list of all transfers shall be furnished to the Union.
 - G. An employee on upgrade trial may not exercise a shift preference, shift change request or facility preference while on his upgrade trial.
 - H. In no case will an employee who has voluntarily moved under the above be allowed to voluntarily move again for a period of six (6) months, unless he has been involuntarily moved in the interim and has had shift preference and/or his shift change request and/or his facility preference reinstated because of the involuntary move.
 - I. If an employee submits both a shift change request and a facility preference and elects to designate a specific department on either the shift change request or the facility preference, the department listed must be the same on both the shift change request and the facility preference.

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

Section 66. UPGRADING PROCEDURE

As new jobs are created or as vacancies occur in job classifications, qualified seniority employees shall be upgraded. The procedure shall be as follows:

- A. As new jobs are created or as vacancies occur, qualified seniority employees shall be upgraded before new employees are hired.
1. In the review of applicants for an upgrade trial, employees who have submitted bids from an equal labor grade will be considered only after all bids from lower labor grades have been exhausted.
 2. If no qualified bidders are found, or all bids are exhausted, the Company may elect to either hire from outside, promote via the Supervisor's Option, or promote and classify a trainee.

For Supervisor's Options, Employee Relations will consider language found on the job specification and any pertinent language found on the requisition, as well as input from the hiring supervisor to direct the internal search. Multiple resources will be utilized to generate potential internal candidates including:

- a. Any remaining non-qualified bidders from the immediate bid list.
- b. Skills Profile Pool.
- c. Self-Nomination.
- d. Inside Referrals.
- e. Outside Referrals.
- f. Union Nomination.

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

3. If the Company cannot find a suitable internal candidate through this method it may elect to fill the vacancy by new hires, trainees or transfers as outlined under the transfer clauses of this contract.
- B. Janitors who bid, and who are physically qualified shall be automatically upgraded (no trial period) to openings in the Laborer classification in line with seniority.
- C. Application forms will be provided by the Company and made available through department Foremen. Application Forms must be completed and submitted to the department Foreman during the 72-hour period of posting. Employees making such application shall receive a dated duplicate, signed by the Foreman and the employee.
- D. In judging the applicant's qualification to perform the work required in the open classification, the information contained in the Employee Skills Profile will be considered. That information includes the following:
 1. The work record at Bell Helicopter Textron.
 2. The work record shown on his applications for employment.
 3. His military service records which must be supported by Military Occupational Specialty numbers.
3. The requirements as called out in the job description provided that applicants for vacancies in labor grades 6, 7, 8, and 9 may show a qualifying background which may include a related specialized educational background, in lieu of the related experience called for by the job description.

In order to substitute related specialized educational background, the employee must have successfully completed the related specialized educational programs or courses involved. Such programs or courses will be substituted on a basis of one hour of actual classroom and/or laboratory time is equal to six (6) hours of actual experience. Records of the successful completion of the programs or courses involved, and all hours involved must be on file in the Placement Office and included in the Employee Skills Profile at the time the employee's record is reviewed.

- E. Qualified employees who are selected will be upgraded in line with seniority.

1. The Placement Office will furnish the employee with an upgrading notice showing the date he starts the trial period for the job to which he is being upgraded.
2. Employees on the bid list who are passed over for lack of qualifications will be notified by the Company.
3. It shall be the employee's responsibility to be prepared to accept or reject any offer of upgrading promptly after he is notified.
4. Employees shall be advised of their wage rate at time of notification.

F1. Upgraded employees will be given an adequate trial period not to exceed thirty (30) calendar days except that in labor grades 7 and 8, the trial period shall not exceed ten (10) working days, in the new job classification during which time they must demonstrate their ability to meet the requirements for the job.

Notwithstanding the above, for jobs in labor grades 1A, 1B, 1, 2 and 3, the Company has the option to extend the upgrade trial period for a period not to exceed ten (10) working days.

2. The upgrade trial period shall be automatically extended for any vacation shutdown or Christmas-New Year holiday period that occurs during an employee's upgrade trial, provided the employee does not work during those periods.
 3. The parties may by mutual agreement extend an upgrade trial period for an amount of time equal to any absences of an employee.
 4. An employee on an upgrade trial may not be permanently transferred except as a result of a surplus in his classification or as a result of a surplus bump into his classification.
- G. If an employee satisfactorily demonstrates his ability to perform the work required in the new classification, his seniority in the upgraded classification will be calculated in the following manner:
1. Such employee in labor grades 1A, 1B, 1, 2, 3, 4, 5, and 6 shall obtain Union seniority on the first calendar day following successful completion of the upgrade trial period, or on the first calendar day following the 30th calendar day of the upgrade trial period, whichever is the latter.
 2. Such employees in labor grades 7 and 8 shall obtain Union seniority on the first calendar day following successful completion of the upgrade trial period, or on the first calendar

day following the 10th working day of the upgrade trial period, whichever is the latter.

3. In the event of a reduction in the work force in a classification which results in the removal of employees on upgrade trial, as provided in Section 58B2a the employee on upgrade trial shall be returned to his former classification, seniority permitting.

4. In the event an error occurs as the result of this provision, the Company shall have a forty-eight (48) hour grace period from the time a grievance is filed, calling attention to the error, in which to adjust the error.

H. At regular six month intervals, the Company will post jobs. Seniority employees will have the right to bid for a maximum of three different jobs during the seventy-two (72) hours posting period, on forms provided by the Company.

These six month posting periods shall be on the first Tuesday on or after February 15 and the first Tuesday on or after August 15. Bid lists from previous posting will remain in full effect until the second Tuesday following after the new posting at which time the new list will go into effect.

1. The employee will have the right to bid on equal or higher labor grade jobs, provided the job of an equal labor grade grants the employee an opportunity of upward progression within a job series.

2. Probationary employees shall be eligible to bid at the regular six (6) month posting period but will not be upgraded until after their probationary period is over and then in line with their seniority.

3. Employees who are absent for the entire seventy-two (72) hour regular (six) 6 month posting will be permitted to submit bids during the seventy-two (72) hour period immediately following their return to work. It shall be the employee's responsibility to submit such bids. Such bids will be dovetailed into the existing bid list as received in order of seniority, and the bids shall be considered only against future openings. Seniority shall not be retroactive. This procedure shall also apply to interim postings.

4. At any regular six (6) month posting period, all bids previously submitted shall be voided, and only those bids received in the current posting will be considered.

5. The Company may at their option post any jobs in the interim periods between regular six (6) month postings. Interim postings are for a forty-eight (48) hour period. Employees in

- the plant during the forty-eight (48) hour period shall be eligible to bid. Employees bidding who already have bids in for three different jobs shall indicate which bid or bids they will void to stay within the limit of three bids.
6. An employee who bids but is on a leave of absence for any reason when it is his turn for upgrade, will be passed over, but will remain on the eligible list to be upgraded as against the next opening.
 7. Any employee who accepts an upgrading to any job must remain in that job until the next regular posting period except by mutual agreement between the Company and the Union.
 8. An employee who fails in his trial period shall be returned to his former classification, seniority permitting, and he shall not be eligible for another trial in the same classification unless (a) his work record at Bell shows he has gained sufficient additional qualifying experience, or (b) he presents evidence that he has acquired elsewhere sufficient additional qualifying experience. This procedure shall apply only to retrial for upgrade to the same classification. Such employee may bid at the next regular posting period and his bid will be considered by the Company.
 9. An employee who for any reason refuses to accept an upgrading or upgrading trial when it is offered to him shall have his bid for that classification voided and shall not be eligible to bid for the same classification until the next regular six (6) month posting period or next interim posting.
 - I. It is agreed that in the event an employee has bid for a higher job, but is retained in his present job pending investigation of his qualifications for the higher job, or because his services are needed to complete work that he is now engaged in, and who subsequently qualifies for the higher job, shall have one day greater seniority in the upgraded job than any junior employee upgraded or any employee hired, after the effective date of the new bid list as set up in Section 66H, into the upgraded job. This paragraph shall apply in interim postings as well as regular postings.
 - J. All claims for back pay arising as a result of the application of the provisions of Paragraphs (A) through (I) under the heading of "Upgrading" will begin on, and be retroactive to, the date of the filing of the employee's written grievance.
 - K. When an employee has successfully completed his trial period, his rate shall be adjusted to the minimum rate for the classification or thirty-five (35) cents, whichever is greater, retroactive to the date of his entrance into the classification

provided that if the employee is already at the minimum or above he shall receive a thirty-five (35) cent increase retroactive to his date of entry as soon as he demonstrates he can satisfactorily meet the requirements of the job.

Section 67. TRANSFERS AND SENIORITY

Employees with two years or less seniority, who were transferred or promoted to supervisory or other positions outside the bargaining unit prior to June 12, 1972, or after June 10, 1990, will hold and accumulate seniority in the bargaining unit for a period of time equal to their seniority at the time such promotion or transfer occurs, and if continued in the non-covered position beyond this period, shall lose all their seniority rights in the bargaining unit.

Employees with more than two years of seniority, who were transferred or promoted to supervisory or other positions outside the bargaining unit prior to June 12, 1972, will hold and accumulate seniority in the bargaining unit.

Those employees who were transferred or promoted into positions outside the bargaining unit shall, in the event of layoff or demotion in their non-covered positions, be returned to the unit in line with their accumulated seniority as provided above.

Section 68. Employees who were transferred or promoted to supervisory or other positions outside of the bargaining unit after June 12, 1972 and prior to June 10, 1990, shall hold the seniority they had at the time of promotion but they shall no longer accumulate seniority in the Union. In the event of layoff or demotion in their non-covered positions, they shall be returned to the Unit in line with their seniority as provided in this paragraph.

Section 69. Employees with more than two years of seniority who are transferred or promoted to supervisory or other positions outside the bargaining unit after June 10, 1990 will hold and accumulate seniority in the bargaining unit until the period of time in the non-covered position is equal to their bargaining unit seniority at the time of their promotion. If continued in their non-covered position beyond this period, they shall no longer accumulate seniority in the Union. In the event of layoff or demotion in their non-covered positions, they shall be returned to the Unit in line with their seniority as provided in this paragraph.

Section 70. No employee shall be compelled to accept a transfer to a position not covered by the bargaining unit.

Employees transferred into the bargaining unit from positions which are excluded from the unit shall have seniority from the date of such transfer.

Any employee who has seniority rights in Local 218 regardless of whether he is under the coverage of Local 218 at the time of his transfer or not, who is transferred to any plants of the Company located outside the coverage of this Contract, shall forfeit his seniority rights under the Contract regardless of the other seniority provisions of the Contract. However, this agreement shall not supersede Section 79, or Section 108.

Section 71. The Company shall have no financial liability and no grievance shall be filed that results from Section 70.

Section 72. TOP SENIORITY FOR UNION OFFICIALS

- A. Members of the Executive Board and the Shop Committee shall hold the highest seniority in the plants covered by this Agreement and shall not be laid off as long as there are employees remaining on the job who are covered by this Agreement. Such ranking seniority shall only prevail if the Union Officers mentioned are able to perform the available work.
 1. Zone Committeemen will hold ranking seniority in their respective classifications. If a reduction occurs in a job family, the Zone Committeeman must be able to perform the available work. This ranking seniority for Zone Committeemen will remain operative as long as the Union maintains the ratio of Zone Committeemen outlined in Section 9B.
 2. If a reduction in force necessitates the elimination of zones with a consequent reduction in the number of Zone Committeemen, these Zone Committeemen eliminated will retain ranking seniority in their classification for the purpose of layoff for a period of six (6) months following the Union's correction or the remainder of the term for which they were elected, whichever period is lesser.
- B. Where a Union Representative is allowed up to eight hours per day for the purpose of Union Representation, he shall retain his classification and rate he had at the time of his election, provided however, that he shall not be deprived of the right to upgrade in the same manner as any other employee. This shall not apply to crew chiefs. He shall retain this right during his term of office only.

Section 73. No member of the Union Executive Board or Shop Committeeman or Zone Committeeman shall be promoted to a supervisory position during his term of office, and for twelve (12)

months following the expiration of his term of office, unless the Shop Committee agrees to such promotion.

ARTICLE X

HOURS OF WORK AND OVERTIME

Section 74.

A. The standard work shift shall be:

1st shift - 7:00 a.m. - 3:30 p.m.

2nd shift - 3:30 p.m. - 12:00 midnight

3rd shift - 12:00 midnight - 7:00 a.m.

B. The work week shall start on Saturday at 7:00 a.m. and go to the following Saturday at 7:00 a.m.

C. The third shift will receive eight (8.0) hours pay for their standard six and one-half (6.5) hour work day.

D. The second shift premium is fifty (50) cents per hour, and the third shift premium is fourteen (14) cents per hour.

E. The Company may temporarily change the starting time of any employee for up to two (2) hours prior or subsequent to their standard starting time by mutual agreement. An employee may request such a change due to hardship.

F. The Company may, after notification to and discussion with the Union (at least one working day prior to the change), change the regular starting times of any of the shifts of a classification, within a department, in a facility in the maintenance, janitorial, shipping and/or flight areas, for up to and including two (2) hours prior or subsequent to the established starting times. Such changes shall be for at least one (1) calendar week duration. In the event the starting time for the first shift is advanced, the established work day and standard work week for the first and second shifts as defined in this section will be adjusted accordingly. In the event the starting time for the third shift is advanced (while the third shift starts on the calendar Monday), the established work day and the standard work week for the third shift as defined above will be adjusted accordingly.

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

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

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

Section 75: The actual number of shifts may be changed from time to time by the employer after consultation with the Union.

- A.
1. Extra work during periods of part-time operation and overtime shall be equalized among the group working in the same classification in the department, shift and facility, within reason. This shall not be construed to mean that an employee will be granted overtime work if he needs an unreasonable length of time to familiarize himself with the work. If additional workers are needed, they may be obtained from other departments or facilities.
 2. Weekend or holiday overtime of more than four (4) hours shall be assigned to employees assigned to the particular department, shift and facility where the overtime is worked, provided there are employees in the relevant classification in that particular department, shift and facility.
 3. Overtime charges will be made at the normal overtime rate in effect for that day and all charges will be rounded to the nearest half-hour. **Employees who fail to work accepted overtime, shall be charged at double the hours they would have been charged had they worked. In order to avoid the double charge the employee must notify management during the first hour of his shift on the last regular work day preceding the overtime in question.**
 4. **The Company shall maintain employee overtime records by overtime group for a rolling twelve (12) month period. The Company shall make such overtime records available to the Union upon reasonable request.**
- B. An employee who is transferred or reclassified into a new overtime group shall be credited with the mean average

overtime hours of the group into which he enters. A probationary employee or an employee on upgrade trial in any overtime group shall not work overtime unless all seniority employees in the same classification in that overtime group are working. A probationary employee, when he completes his probationary period, and an employee on upgrade trial, when he completes his upgrade trial, shall be credited with the mean average overtime hours of the group he is in.

C. If an employee refuses to work overtime when it is his turn, he shall be considered as having worked the overtime. However, if an employee, before he leaves on vacation, is asked to work overtime falling between the end of the shift on his last day worked prior to his scheduled vacation and his first paid vacation day, he shall have the right to refuse this overtime and not be charged. If the employee accepts this overtime, he will be charged. An employee will not be asked to work overtime from the first paid vacation day until he is scheduled to return to his normal shift.

A Vacation of less than a calendar week (including holidays) shall be considered a casual vacation. Employees on a casual vacation shall be allowed, once the overtime group has been exhausted, to work overtime during such vacation provided they make themselves available in accordance with the terms of the contract.

If an employee is asked to work overtime during the last 30 minutes of his shift, and such overtime is to be worked following the conclusion of his shift, the employee may refuse the overtime without being charged with such refusal.

If an employee is absent on the day overtime is given out, he will be charged with time worked provided that it is his turn to work, and further provided that he is not on vacation, jury duty, at a compensation hearing, or on bereavement, or as provided below:

1.
 - a. If a first shift employee is legitimately absent on Friday and it is his turn to work on Saturday, he is eligible for such overtime if he contacts his department head between the hours of 7:00 AM and 11:00 AM on the Friday preceding the Saturday overtime. However, if at the time he calls the overtime has not yet been authorized, he must supply the department head with a telephone number where he can be contacted.
 - b. If a second shift employee is legitimately absent on Friday and it is his turn to work on Saturday, he is eligible for such overtime if he contacts his department head between the

hours of 11:30 AM and 3:30 PM. on the Friday preceding the Saturday overtime. However, if at the time he calls the overtime has not yet been authorized, he must supply the department head with a telephone number where he can be contacted.

c. If a third shift employee is going to be legitimately absent on Friday, he must call in between the hours of 11:30 AM and 3:30 PM on the Thursday preceding the overtime. This shall apply only so long as the third shift precedes the first and second shifts.

d. If the employee is selected to work the overtime, it will be the supervisor's responsibility to make a reasonable effort to contact the employee at the telephone number he left with the department head.

e. Employees who call in after the time period indicated in a, b., and c., above will be allowed to work only if the employee calls after the overtime has been assigned and the employee's services are still needed. In such a situation, the supervisor has no obligation to contact the employee.

f. Employees will be advised as to how they can contact their department head.

2.

a. When an eligible employee leaves work early on the day weekend overtime is given out, he must advise supervision before leaving as to his availability for such weekend overtime, and if he is available for such overtime, he must further supply supervision with a telephone number where he can be contacted.

b. If the employee is selected to work the overtime, it will be the responsibility of supervision to make a reasonable effort to contact the employee at the telephone number he left with supervision.

3. When an employee is surplused out of a classification the following methods of assignment of overtime shall prevail.

a. When an employee is surplused out of a classification, either as a result of being on a surplus list, or as a result of being bumped, and he is forced, or chooses to leave the unit, he shall no longer be considered eligible to work overtime under the terms of the overtime section of the contract after the end of the shift on the day that his actual surplus becomes effective.

b. When an employee is surplused out of a classification, either as a result of being on a surplus list, or as a result of being bumped, and he bumps into a job within the coverage of the unit, he shall be considered eligible, under the terms of the overtime section of the contract, in the classification from which he is being bumped or surplused, to work overtime following the end of the shift on the day that he is effectively bumped or surplused, and/or for weekend overtime provided that day is the last working day of that week.

5. When an employee is on a short term military leave of two weeks or less, he shall not be charged with any overtime that he may have been eligible to work during this military leave of absence. This leave period includes the weekend immediately preceding, and the weekend immediately following the leave. This leave period also includes one, but no more than two working days prior to and/or one, but no more than two working days following the leave provided the employee needs this additional time and provided further that this is supported by his order to report for military duty. This in no way extends the two (2) week period of wage differential as set forth in Section 105B of this agreement.

Section 76. In the event of a severe reduction of working force, requiring a layoff of individuals with seniority, the Company and the Union will jointly discuss and agree upon the problem at the time of such layoff, with reference to the length of work week and the schedule of hours. However, such discussion should take place at least ten (10) days prior to such layoff. Any reduction in hours from the standard work week shall not result in a work week less than thirty-two (32) hours and reductions below this level will be only justified by special conditions. Any reduction below thirty-two (32) hours must be mutually agreed upon by the parties. It is the intent of the parties to schedule such period over four (4) normal consecutive work days.

ARTICLE XI

WAGES

Section 77.

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

1. GENERAL WAGE INCREASES

2.0% general wage increase effective June 13, 2005.

2. LUMP SUM

Upon ratification of the contract, a bonus of \$1,700 will be paid on June 26, 2003 to all employees in the bargaining unit either on the active payroll or on authorized leave of absence on June 16, 2003.

B. COST-OF-LIVING ALLOWANCE

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

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

Cost-of-living adjustments will be made quarterly through **March 2006**, in accordance with the following:

<u>Effective Date of Adjustment</u>	<u>Based Upon a 3-Month Average of the BLS Consumer Price Indexes for</u>
09-20-03	May, June, July 2003
12-20-03	Aug., Sept., Oct. 2003
03-20-04	Nov., Dec. 2003; Jan. 2004
06-19-04	Feb., March, April 2004
09-25-04	May, June, July 2004
12-25-04	Aug., Sept., Oct. 2004
03-19-05	Nov., Dec. 2004; Jan. 2005
06-25-05	Feb., March, April 2005
09-24-05	May, June, July 2005
12-24-05	Aug., Sept., Oct. 2005
03-25-06	Nov., Dec. 2005; Jan. 2006

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

BLS Consumer Price Index

Index	Cost-of-Living Allowance
535.7 - 535.9	1 cent per hour
536.0 - 536.2	2 cents per hour
536.3 - 536.5	3 cents per hour
536.6 - 536.8	4 cents per hour
536.9 - 537.1	5 cents per hour
537.2 - 537.4	6 cents per hour
537.5 - 537.7	7 cents per hour
537.8 - 538.0	8 cents per hour
538.1 - 538.3	9 cents per hour
538.4 - 538.6	10 cents per hour
538.7 - 538.9	11 cents per hour
539.0 - 539.2	12 cents per hour
539.3 - 539.5	13 cents per hour
539.6 - 539.8	14 cents per hour

and so forth, with a one-cent adjustment for each 0.3 point change in the Index. (Effective June 16, 2003, the one dollar and twenty-one cent (\$1.21) COLA float is folded into base and a change travel COLA of twelve cents (\$0.12) is established.)

3. The amount of any Cost-of-Living Allowance in effect at the time shall be included in computing overtime premium, vacation payment, sick leave allowance, holiday payment, call-in pay, jury duty pay, bereavement pay, and military leave pay.
4. In the event the Bureau of Labor Statistics does not issue the Consumer Price Index on or before the beginning of the pay period referred to in Paragraph 1 above, any adjustments required will be made at the beginning of the first pay period after receipt of the Index.
5. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for any base month.
6. The parties to this agreement agree that the continuance of the Cost-of-Living Allowance is dependent upon the availability of the official monthly BLS Consumer Price Index in its present form and calculated on the same basis as the Index of **January 2003**, unless otherwise agreed to by the parties.

C. RATES

The Company will, effective June 16, 2003, establish base rate ranges as follows:

Labor Grade	Minimum	Old Base Rate Maximum	COLA Fold In	New Base Rate Maximum	6/16/03 COLA Travel	New Paid Max.
1B	18.500	27.585	1.210	28.795	0.120	28.915
1A	17.000	25.755	1.210	26.965	0.120	27.085
1	16.000	24.745	1.210	25.955	0.120	26.075
2	15.000	24.190	1.210	25.400	0.120	25.520
3	13.500	23.560	1.210	24.770	0.120	24.890
4	12.850	23.120	1.210	24.330	0.120	24.450
5	12.000	22.810	1.210	24.020	0.120	24.140
6	11.400	22.410	1.210	23.620	0.120	23.740
7	9.000	19.975	1.210	21.185	0.120	21.305
8	9.000	18.810	1.210	20.020	0.120	20.140
9	9.000	17.655	1.210	18.865	0.120	18.985
7G	9.000	22.005	1.210	23.215	0.120	23.335
8G	9.000	21.770	1.210	22.980	0.120	23.100
9G	9.000	21.570	1.210	22.780	0.120	22.900

Effective June 13, 2005 the base rate ranges shall be as follow:

Labor Grade	Base Rate Maximum 6/16/03	6/13/05 2% General Increase	Base Rate Maximum 6/13/05
1B	28.795	0.575	29.370
1A	26.965	0.540	27.505
1	25.955	0.520	26.475
2	25.400	0.510	25.910
3	24.770	0.495	25.265
4	24.330	0.485	24.815
5	24.020	0.480	24.500
6	23.620	0.470	24.090
7	21.185	0.425	21.610
8	20.020	0.400	20.420
9	18.865	0.375	19.240
7G	23.215	0.465	23.680
8G	22.980	0.460	23.440
9G	22.780	0.455	23.235

D. AUTOMATIC PROGRESSION

Employees who are currently in automatic progression will progress to the maximum of the new ranges in increments of fifty (50) cents paid every four (4) months effective for automatic increases on or after date of ratification.

Employees who become eligible for automatic progression because of the new labor grade maximums shall begin their automatic progression period immediately following adoption of the rate range table effective **June 16, 2003**.

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

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

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

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

E. Promotions

Upon reclassification to crew chief, lead or group leader, the employee's rate will be fifty (50) cents higher than the maximum of the applicable rate range.

F. Layoffs

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

G. RECALL

1. Employees recalled from inside the Company during the term of this agreement will be processed as follows:
 - a. Employees recalled from inside the Company to a Labor Grade previously held will be paid the rate of pay that they were being paid at the time of layoff, plus all subsequent automatic increases, cost-of-

living adjustments and general increases they have received.

b. Employees recalled from inside the company to a Labor Grade not previously held will be paid the rate of pay they would have been paid had they held that Labor Grade at the time of layoff, plus all subsequent automatic increases, cost-of-living adjustments and general increases they have received.

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

H. Assignments Between Classifications

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

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

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

Section 78 HOLIDAYS

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

Sept. 1, 2003	Labor Day
Nov. 27, 2003	Thanksgiving Day
Nov. 28, 2003	Friday after Thanksgiving
Dec. 24, 2003	Christmas-New Year
Dec. 25, 2003	Christmas-New Year
Dec. 26, 2003	Christmas-New Year
Dec. 29, 2003	Christmas-New Year
Dec. 30, 2003	Christmas-New Year
Dec. 31, 2003	Christmas-New Year
Jan. 1, 2004	Christmas-New Year
Jan. 2, 2004	Christmas-New Year

April 9, 2004	Good Friday
May 31, 2004	Memorial Day
July 2, 2004	Independence Day
Sept. 6, 2004	Labor Day
Nov. 25, 2004	Thanksgiving Day
Nov. 26, 2004	Friday after Thanksgiving
Dec. 24, 2004	Christmas-New Year
Dec. 27, 2004	Christmas-New Year
Dec. 28, 2004	Christmas-New Year
Dec. 29, 2004	Christmas-New Year
Dec. 30, 2004	Christmas-New Year
Dec. 31, 2004	Christmas-New Year

March 25, 2005	Good Friday
May 30, 2005	Memorial Day
July 1, 2005	Independence Day
Sept. 5, 2005	Labor Day
Nov. 24, 2005	Thanksgiving Day
Nov. 25, 2005	Friday after Thanksgiving
Dec. 23, 2005	Christmas-New Year
Dec. 26, 2005	Christmas-New Year
Dec. 27, 2005	Christmas-New Year
Dec. 28, 2005	Christmas-New Year
Dec. 29, 2005	Christmas-New Year
Dec. 30, 2005	Christmas-New Year
Jan. 2, 2006	Christmas-New Year

April 14, 2006	Good Friday
May 29, 2006	Memorial Day

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

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

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

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

- C. Each employee shall be paid eight (8) hours straight time pay for the above holidays, regardless of the day on which the holiday falls, if not worked, provided that:

1. The employee is on the active payroll as of the date the holiday is celebrated.
2. a. Has worked any portion of the week in which the holiday is celebrated, or has been paid for any portion of the week in which the holiday is celebrated, in the form of sick leave pay, jury duty pay, vacation pay, or bereavement pay.
b. In order to be paid for the Christmas-New Year holiday, an employee must have worked, or been paid at least 7 1/2 hours in the form of sick leave pay, jury duty pay, vacation pay, or bereavement pay on the last scheduled work day preceding or the first scheduled work day following the Christmas-New-Year holiday.
3. It is further provided that employees on sick leave shall be paid for the first holiday period falling during the sick leave, regardless of whether they are paid for any portion of the holiday week or not. For the purpose of this Section, the first holiday period shall be the first holiday (single holiday, or the Christmas-New Year holiday period) falling during the sick leave which, for any portion thereof, the employee is disabled, unable to work, and under the care of a licensed physician. However, in the case of the Thanksgiving holiday period, it will not be considered the first holiday unless the employee is disabled, unable to work and under the care of a licensed physician on the Thursday of the holiday period in question. For the purpose of this Section, a holiday period shall be defined as (a) a single holiday; (b) Thanksgiving and the Friday following; or (c) all the holidays that are celebrated in the two (2) weeks in which Christmas and New Year's Day are celebrated.
4. That the employee has completed his ninety (90) day probationary period. However, if the employee is kept beyond the ninety (90) day probationary period, he will be paid for any holidays which fall during the probationary period provided he meets the requirements of Section B, C1, and C2 above.
5. The following exceptions to Section C2 above are agreed upon:
 - a. Union leaves of thirty days or less.
 - b. Employees on temporary layoff for ten (10) days or less.
 - c. Employees called to active duty in the Armed Forces of the United States or any of its reserve components, including the National Guard, for two (2) weeks or less. Such

payment to be limited to one holiday period as defined in Section C3 above.

6. a. An employee who has been absent from work on sick leave of absence, who is released by his doctor to return to work on a Monday celebrated as a holiday, shall be paid for that holiday provided he meets one or more of the qualifications or exceptions provided in Section C2a or C5 above.
- b. An employee who has been absent from work on sick leave of absence, who is released by his doctor to return to work on a Friday celebrated as a holiday, shall be paid for that holiday provided he does not go back on sick leave for the same illness without returning to work.
- c. An employee who has been absent from work on sick leave of absence, who is released by his doctor to return to work on Thursday of the Thanksgiving holiday period, shall be paid the entire holiday period provided he does not go back on sick leave for the same illness without returning to work.
- d. An employee who has been absent from work on sick leave of absence, who is released by his doctor to return to work on Friday of the Thanksgiving holiday period, shall only be paid for the Friday holiday provided he does not go back on sick leave the following week without returning to work.

Such employee shall also be eligible for the Thursday holiday of the Thanksgiving holiday period, provided he qualifies for such holiday pay under the provisions of Section C3 above.

- e. An employee who has been absent from work on a sick leave of absence, who is released by his doctor to return to work during the Christmas-New Year holiday period shall only be paid for those holidays falling on or after the date he is released to return to work, and then only if he works or is paid at least 7 1/2 hours in the form of sick leave pay, jury duty pay, vacation pay or bereavement pay on the first scheduled work day following the Christmas-New Year holiday period. Such employee shall also be eligible for such holidays falling prior to his release provided he qualifies for such holidays under the provisions of Section C2b above.

Section 79. Employees on service duty away from the plant may be paid on a salary basis, which is not less than their normal weekly earnings, and in addition will be granted a reasonable expense

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

Section 80. Employees who are injured in the factory and are sent home because of such injury shall receive pay at their regular hourly rate for the balance of the shift on which the injury occurred.

An employee who is notified to report before the State Compensation Board for a hearing involving an injury sustained in this plant will be paid for the time lost at such hearing.

For the purpose of establishing time lost, the employee must present. The notice to report for such hearing, and a statement from the Compensation Referee as to the closing time of his hearing.

Section 81. The parties further agree that any disabled veteran will be paid for time lost from work as a result of his being called in by the Veterans Administration for a periodic evaluation examination upon satisfactory proof of said employee's reporting being presented to the Company.

For the purpose of establishing the time lost, the disabled veteran must present. The notice to report for such evaluation examination and a statement from the Veterans Administration as to the time the examination was completed.

Section 82. The parties further agree that any employee required to report for a pre-induction physical examination will be paid for time lost as a result of his being called in for such pre-induction physical upon proof of said employee's reporting being presented to the Company. This shall be limited to one such pre-induction physical examination and only up to the extent of eight hours pay.

For the purpose of establishing the time lost, the employee must present. The notice to report for said pre-induction examination, and a statement from the examining officer in charge as to the time the examination was completed.

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

Section 83. Since the effective date for wage increases may occur on any day in the calendar week and since the payroll and accounting procedure of the Company requires the effective date of all hourly increases to start on a Saturday, employees whose wage increases fall due on a Saturday, Sunday, Monday, Tuesday or Wednesday shall receive that increase effective the Saturday of that week. Employees whose due date falls on Thursday or Friday, shall receive the increase effective the following Saturday. This shall not be used to change the anniversary date of the employee for such increases.

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

ARTICLE XII

INSURANCE

Section 84. GENERAL

A. Administration

1. The selection of the insurance carrier and the method of administration of the Group Health, Dental, Vision and Hearing Aid insurance plans shall rest solely with the Company.
2. Should any disputes arise regarding claims, the administration or functioning of the insurance plan, each party will name two (2) representatives to meet with representatives of the insurance carrier to resolve such disputes.

B. Eligibility

1. The Company will provide Group insurance coverage for each employee and their eligible dependents commencing on the first day the employee goes to work.

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

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

C. Life Insurance

1. For deaths occurring on or after **September 1, 2003**, the Life Insurance Benefit payable shall be:

<u>Labor Grade</u>	<u>Effective 9-01-2003</u>
1B, 1A, 1, 2, 3	\$33,000
4, 5, 6	\$32,000
7, 8, 9	\$31,000

2. For deaths occurring on or after **September 1, 2004**, the Life Insurance Benefit payable shall be:

<u>Labor Grade</u>	<u>Effective 9-01-2004</u>
1B, 1A, 1, 2, 3	\$34,000
4, 5, 6	\$33,000
7, 8, 9	\$32,000

3. For deaths occurring on or after **September 1, 2005**, the Life Insurance Benefit payable shall be:

<u>Labor Grade</u>	<u>Effective 9-01-2005</u>
1B, 1A, 1, 2, 3	\$35,000
4, 5, 6	\$34,000
7, 8, 9	\$33,000

D. Accidental Death and Dismemberment

1. For deaths occurring on or after **September 1, 2003**, the Accidental Death and Dismemberment Benefit payable shall be:

<u>Labor Grade</u>	<u>Effective 9-01-2003</u>
1B, 1A, 1, 2, 3	\$33,000
4, 5, 6	\$32,000
7, 8, 9	\$31,000

2. For deaths occurring on or after **September 1, 2004**, the Accidental Death and Dismemberment Benefit payable shall be:

<u>Labor Grade</u>	<u>Effective 9-01-2004</u>
1B, 1A, 1, 2, 3	\$34,000
4, 5, 6	\$33,000
7, 8, 9	\$32,000

3. For deaths occurring on or after **September 1, 2005**, the Accidental Death and Dismemberment Benefit shall be:

<u>Labor Grade</u>	<u>Effective 9-01-2005</u>
1B, 1A, 1, 2, 3	\$35,000
4, 5, 6	\$34,000
7, 8, 9	\$33,000

E. Accident and Sickness Weekly Benefit

1. Effective for accidents occurring and sicknesses commencing on or after **September 1, 2003**, the weekly benefit payable shall be as indicated below:

<u>Labor Grade</u>	<u>Flat Rate</u>
1B, 1A, 1, 2, 3	\$360
4, 5, 6	\$340
7, 8, 9	\$320

2. Effective for accidents occurring and sicknesses commencing on or after **September 1, 2004**, the weekly benefit payable shall be as indicated below:

<u>Labor Grade</u>	<u>Flat Rate</u>
1B, 1A, 1, 2, 3	\$370
4, 5, 6	\$350
7, 8, 9	\$330

3. Effective for accidents occurring and sicknesses commencing on or after **September 1, 2005**, the weekly benefit payable shall be as indicated below:

<u>Labor Grade</u>	<u>Flat Rate</u>
1B, 1A, 1, 2, 3	\$380
4, 5, 6	\$360
7, 8, 9	\$340

4. Commencing on **January 1, 2004**, employees will be provided annually an opportunity to purchase supplemental disability insurance in one hundred dollar (\$100) increments at the Company's cost. The maximum supplemental benefit will be the lesser of 60% of the employee's paid rate or \$538 per week, not to be less than the flat rate for a maximum of fifty-two (52) weeks. The supplemental disability insurance premium shall be determined as of the open enrollment date for health insurance to be effective the first full week of January

following open enrollment and shall not be changed, regardless of an employee's change in pay status, until the next open enrollment period.

5. Benefits will be paid from the first day of disability due to an accident, if the employee has been treated by a physician and considered to be disabled within the first seven days of the accident, and from the eighth day of disability due to sickness, except that benefits will be paid from the first day of hospital confinement or outpatient surgery, if earlier.
6. Benefits payable shall be reduced by the primary benefit received by the employee (or for which the employee is eligible) under the Social Security Act.

F. HEALTH CARE PLAN FOR ALL EMPLOYEES

MEDICAL

Effective January 1, 2004, an employee may choose one of the below options:

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

Prescription services:

Retail:	2004	2005	2006
Generic:	\$ 5	\$ 5	\$ 5
Brand(Preferred)	\$10	\$10	\$10
Brand (Non-Preferred)*	\$20	\$20	\$20
Mail Order:			
Generic:	\$10	\$10	\$10
Brand (Preferred)	\$25	\$25	\$25
Brand (Non-Preferred)*	\$50	\$50	\$50

***If doctor cannot prescribe a preferred brand drug due to medical contradictions, the non-preferred drug will be charged the referred rate.**

2. Employees not residing in the service area of an HMO will be eligible for the 85/15 indemnity plan.

3. Consumer Driven Health (CDH) Plan having the following highlights:

- Preventive Care expenses are paid at 100% by company when obtained from a Network provider. No deductible applies and your PCA is not affected.
- Personal Care Account ("PCA") is an annual amount provided by the company to pay for medical expenses. Unused PCA dollars rollover year-to-year to build up health care protection.
- Member Responsibility means the healthcare expenses you pay after your PCA balance has been used until you meet the annual deductible.
- Health Coverage provides health care coverage after you have met the annual deductible.

Summary of Contributions, Deductibles, and Limits

Coverage level	Employee Only	Employee plus One	Employee plus Family
Weekly premium (payroll contribution)	\$0	\$0	\$0
Annual PCA	\$1,000	\$1,500	\$2,000
Deductible	\$1,600	\$2,400	\$3,200
Out-of-Pocket Limits	\$1,600 In-Net/ \$5,600 Out-Net	\$2,400 In Net/ \$7,400 Out-Net	\$3,200 In Net/ \$9,200 Out-Net

Summary of Benefits

Type of Service	Network Benefit After deductible	Out-of-Network Benefit After deductible, to Usual & Customary
Preventive Care (example: Annual physical)	100%, No PCA or deductible applies	70%
Inpatient Hospital	100%	70%
Office visits	100%	70%
Prescription Drugs	100%	Paid by plan at Network level; you pay the difference

4. Employees who waive medical coverage will receive \$50.00 per month. The payment is payable as a supplement at the end of

the first pay period of each month. Payment of the supplement shall continue as long as the employee is an active employee of Bell Helicopter.

G. SUMMARY OF DENTAL EXPENSE BENEFITS

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

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

Periodontal Surgical Services

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

Covered at 100% without deductible.

Basic Services

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

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

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

Orthodontic Services

Diagnostic procedures,
fixed or removable
appliances, and full
banded treatment

Covered at 50%, without
deductible. Coverage
applies only to dependant
children under age 19.

Deductible

\$25 per family member
per calendar year.

Maximum Benefit effective 1-1-01

Preventive, Basic and
Major Services and Oral
Surgery \$2,000 per family member
per calendar year

Periodontal Surgical
Services and Removal of
Impacted Teeth Unlimited

Orthodontic Services \$2,500 per lifetime for each
eligible child under age 19.

H. DEPENDENT LIFE INSURANCE

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

LEVEL OF COVERAGE

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

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

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

I. SUMMARY OF VISION EXPENSES BENEFITS

This Summary of Benefits gives you a brief overview of the plan:

effective 1-1-01. Details are set forth in a separate document

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

J. RETIREE INSURANCE

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

2. New employees hired after October 1, 1993, are not eligible for any pre-65 or post-65 company paid retiree health care.
3. Eligibility rules for coverage, subject to the above, are:

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

SPOUSE: Legally married to retiree.

DEPENDENT

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

COVERAGE WILL TERMINATE WHEN:

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

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

DEPENDENT

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

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

K. TRANSITION AND BRIDGE BENEFITS

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

now in effect or as hereafter amended, and otherwise is \$200.

L. BELL COUPLES

Effective January 1, 2001, \$50.00 per month will be given to a Bell employee who is the spouse of another Bell Helicopter employee who is covered under one of the medical plans provided to active employees of Bell Helicopter Textron. The payment is payable as a supplement at the end of the first pay period of each month. Payment of the supplement shall continue as long as both the employee and his/her spouse are active employees of Bell Helicopter. The husband and wife must determine, at the time of open enrollment in the insurance program, who will receive the supplement and who will be considered the insured employee. If the employee who is declared the insured employee ceases to be an active employee, the dependent shall be allowed to enroll in any medical plan for which he or she is eligible. If the Bell couple ceases to be husband and wife, the employee who was not covered and receives the supplement, shall be eligible to enroll in any medical plan for which he or she is eligible, and the \$50.00 per month supplement will be stopped.

ARTICLE XIII

VACATIONS

Section 85. The Company will grant vacations to all employees in accordance with the time which they have worked for the Company. The following vacations shall be granted for the period of employment as designated:

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

In the case of an employee entitled to more than ten (10) days vacation, the employee shall have the option of either taking the time off in excess of ten (10) days or of receiving pay for the days in excess of ten (10) in lieu of time off. An employee who elects to receive pay in lieu of time off for the days in excess of ten (10) shall receive such payment at the time he takes his vacation. Employees electing to take the third and/or fourth week of vacation as time off may schedule those ten (10) days as random vacation days subject to their immediate supervisor's approval at least one

(1) working day in advance of the requested vacation day. Random days may be scheduled in half-day four (4.0) hour increments.

Employees with ten (10) or less annual vacation days who work the vacation shutdown may schedule those days as random vacation.

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

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

Section 86.

A. Each employee who has accumulated the designated length of seniority (for the purpose of vacation, seniority shall be the unbroken service with the Company) set out above on July 1 of any year, shall be entitled to the amount of vacation, for that length of service, provided he has worked at least the equivalent of four (4) months during the preceding vacation year. In the event an employee (who has worked the equivalent of four months in a vacation year) is laid off prior to July 1st, he thereby becomes ineligible for vacation pay at that time. However, if such employee is subsequently recalled, he shall become eligible for the vacation pay for the vacation year in which he was laid off, providing he does not voluntarily terminate his employment with Bell prior to thirty (30) calendar days following his return to work.

Such recalled employee shall be paid this vacation pay in the second pay period following the thirty (30) calendar day waiting period (or after his involuntary layoff, if it comes sooner) at the rate of pay, including shift differential, in effect on the first day of the employee's recall.

B. Veterans who have accumulated the designated length of service as set out in Section 85 above on July 1 of any year shall be entitled to the amount of vacation for that length of service, providing that he has worked at least the equivalent of four (4) months during the preceding vacation year. In the event an employee returns from military service after July 1 and has worked the equivalent of four (4) months of the

preceding year he shall receive with his first pay check vacation pay to which his seniority entitles him. Such veteran shall be paid this vacation pay at the rate of pay, including shift differential, in effect on the first day of the employee's return from military service.

- C. Employees who are honorably discharged and reinstated with the Company between July 1st and December 31st shall be considered as having worked four months in the preceding vacation year and shall be entitled to schedule and take a vacation in accordance with their seniority. Such vacation shall be scheduled and taken before the following July 1st.

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

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

For example: If an hourly employee retires on March 31 of a vacation year, he will receive 9/12 of his vacation pay as outlined in Section 85 above. If an hourly employee retires on May 31 of a vacation year, he will receive 11/12 of his vacation pay as outlined in Section 85 above.

Section 87. In the event the Company does not schedule a vacation shutdown period in any vacation year, each employee is entitled to vacation time off in the amount earned during the year ending July 1, and will be scheduled during the vacation period beginning with July 1st and ending June 30th of the subsequent year. The employee will be allowed to take his vacation at the time he chooses during the vacation period, unless another employee with longer seniority chooses the same period, provided his services are not absolutely essential for the efficient operation of the plant. If his services are essential, he shall be permitted to take his vacation some other time. In cases where a number of employees choose the same vacation period and all of them cannot be spared for that period, seniority will be the determining factor in the allotment of vacation time.

Section 88. Vacation pay will be computed in accordance with the method of payment and the base hourly rate, including the Cost-of-Living Allowance and shift differential, in effect at the time the

vacation is taken. All pay in lieu of time off shall be paid at the employee's base hourly rate, including shift differential, in effect on the scheduled date of payment. Employees will be prepaid scheduled weeks of vacation if they are not on direct deposit and if they notify Payroll in writing at least two (2) weeks in advance of the scheduled vacation.

Section 89. No vacation may be carried forward from one year to the next. No vacation may be taken prior to the regular vacation period without the specific authorization, in writing, of the Vice President of Human Resources or his designated representative. In this event, vacation pay shall be at the rate being received at the time the vacation is taken.

Section 90. All second and third shift workers entitled to a shift differential by contract shall have their vacation pay computed so as to include such differential.

Section 91. When an employee is transferred from a salaried position in the Company outside of this bargaining unit to this bargaining unit, the amount of vacation pay to which he would be entitled will be calculated on a prorated basis, and he would be allowed a proration of the vacation due him for the number of months that he worked at the salaried job and the number of months that he worked at the hourly paid job. If an employee is transferred from an hourly paid job to a salaried job the vacation pay to which he would be entitled will be calculated on the same basis.

For example:

An employee on a salaried job for six months of the vacation year and having five years seniority, would be entitled to six days vacation for those six months and if he worked the balance of the year on an hourly paid job, he would accrue five (5) days vacation of those six months or a total of eleven days for the year.

ARTICLE XIV

SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Section 92. Employees laid off by the Company shall receive benefits in accordance with the provisions set forth in Supplemental Unemployment Benefit Plan. The Supplemental Unemployment Benefit Plan is designed to provide financial assistance by supplementing an employee's State Unemployment Compensation Benefits in the event of layoff for lack of work, or in certain circumstances, permanent separation from Company employment.

Section 93. BENEFITS

A. Layoff - For full weeks of layoff, the Plan provides income equal to 75% of your Plan weekly earnings including the amount of your State Unemployment Compensation (UC), Federal Trade Readjustment Allowance (TRA), and any applicable earnings from another employer. Maximum weekly payment from the Fund (excluding UC and/or TRA) is \$100.00.

B. Short Work Week - When laid off for a part of a week, the Plan provides a partial make-up of lost income where hours paid or available to you in the week were less than 40.

Section 94. SEPARATION PAYMENTS

In the event of continuous layoff for 12, but less than 24, months or if the employee should become permanently and totally disabled without being eligible for Company disability benefits, the employee may be eligible for a Separation Payment.

Section 95. GENERAL

Provisions of the Supplemental Unemployment Benefit Plan are set forth in a separate agreement. Details for the Plan are set forth in booklet form, and a copy will be given to each employee if he is laid off. If there is any conflict between this booklet and the SUB Plan, the SUB Plan will govern.

ARTICLE XVII

SICK LEAVE PAY

Section 96. Employees are allowed sick leave with pay in accordance with the following schedule:

<u>Seniority</u>	<u>Sick Leave Pay</u>
1 year or more	5 days (40 hours maximum)

Seniority as of January 1 of any year shall be the determining seniority for that entire year.

An employee will receive no sick leave pay for any calendar year in which he performs no work.

The employee will receive such sick leave pay at his regular rate plus shift bonus.

New hires reporting to work the first working day in the year will be eligible for five (5) days sick leave pay on the first working day of the next year.

Section 97. Claims for sick leave cannot be for less than one (1) hour, and this time will not be considered as lost time under the Attendance Evaluation Program.

Section 98. Such sick leave time not used will be kept for the account of the employee. If on December 1 of any year the employee has accrued more than 10 days, any excess over 10 days will be paid to the employee at his rate, including shift bonus, as of December 1 of that year.

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

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

Section 99. If an employee transfers from hourly to salary he will be paid any unused hourly sick leave at his hourly rate at the time of transfer. (His salaried sick leave allowance for the year in which he transferred will be the amount his seniority with the Company would entitle him to for that year, less the number of days he had taken during that calendar year while on hourly payroll and less any days he was paid for, for unused sick leave time for the calendar year in which his status changed from hourly to salary.) In the event the same employee transfers back to the hourly payroll he will not receive sick leave more than the one time in any one year.

If an employee transfers from Salary Payroll to Hourly Payroll, he will be allowed sick leave in the amount his seniority on January 1st of the year in which he is transferred would have entitled him to providing he had a balance remaining from his salaried sick leave allowance. In the event the balance remaining in his salary sick leave allowance for that year is less than the amount of sick leave he would be entitled to under the hourly plan, he will receive only

up to the amount of the remaining balance. In the event an employee transfers from salary to hourly more than once in any year, he will not receive sick leave more than the one time in any one year.

ARTICLE XVI

JURY DUTY PAY AND BEREAVEMENT PAY

Section 100. When an employee is absent from work in order to serve as a petit juror or a Federal Grand juror on a regularly scheduled working day, he shall be excused from work and receive eight (8) hours of pay at his base straight time rate, less any jury fee he received. Proof of such service satisfactory to the Company must be produced before this section shall apply. The Company payment is limited to a maximum of five (5) days in any week. All second and third shift workers entitled to shift differential by Contract shall have their jury duty pay computed so as to include such differential.

Section 101. Any employee who has a death in the immediate family:

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

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

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

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

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

ARTICLE XVII

LEAVE OF ABSENCE

Section 102. GENERAL PROVISIONS

- A. These provisions will apply to all leaves unless specifically modified in the sections which follow in this article.
- B. An approved copy of the leave of absence application will be furnished to the employee. Any employee who fails to return to work within five (5) working days of the expiration date shall be considered as having voluntarily quit unless they provide a reason satisfactory to Management.
- C. Any employee on leave may apply to return to work in line with their seniority before the expiration of their leave provided not less than seven (7) days notice is given in writing to the Placement Office. Return within the seven (7) days is at the option of Management.
- D. Seniority shall accumulate during the leave; however, employees on leave are subject to layoff, and in such event the leave will be canceled.
- E. Employees returning to work shall be reinstated according to their seniority if they are capable of performing the available work within their classification.

If the Company does not allow the employee to return to work for physical or mental reasons, the Union will be notified of the reasons therefore in writing within seventy-two (72) hours wherever possible and in no case will the Company exceed twenty-four (24) hours after Labor Relations is notified. In the event the medical opinion of the Company physician and the employee's personal physician are in conflict, the parties shall refer the employee to a third physician, mutually agreed upon, whose decision with respect to the employee's physical or mental ability to perform the available work in the employee's classification shall be final and binding on the Union, the employee, and the Company.

- F. Employees on or returning from a leave of absence may be required to submit to physical examinations by Company physicians if the leave was due to personal medical reasons or was over sixty (60) days.

Section 103. PERSONAL LEAVE

- A. Temporary - The Department Head may approve a personal leave without pay not to exceed five (5) consecutive regular work days once each calendar year.
- B. Extended - Extended leave(s) of absence without pay for personal reasons may be granted by the Director of Employee Relations to a seniority employee for not more than twelve (12) weeks in a twenty-four (24) month period when the services of the employee are not immediately required, and there are employees available within the plant capable of replacing this employee. Such leave(s) must be approved in advance, and documentation satisfactory to the Company detailing the necessity for the leave may be required.
- C. Family Leave - Family leave(s) of absence without pay for the birth or to adopt a child, or the occurrence of a serious health condition of the employee, employee's spouse, child or parent may be granted by the Director of Employee Relations to an employee for up to twelve (12) weeks in any twelve (12) month period if they have more than one year of seniority and worked at least 1250 hours the preceding twelve (12) months. Such leave(s) must be applied for in advance when feasible, and documentation satisfactory to the Company detailing the necessity for the leave is required. Spouses employed by the Company can have only twelve (12) weeks of leave for birth, placement or caring for a sick parent, which they can split between them. However, both are entitled to the full twelve (12) weeks for their own illness, or caring for a sick child or spouse, less time spent on any joint matters and vice versa.

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

- 1. The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
 - a. in-patient care in a hospital, hospice, or residential health care facility; or
 - b. continuing treatment by a doctor of medicine or osteopathy.

2. The word "documentation" means certification issued by the health care provider of the employee stating:

- a. the date on which the serious health condition commenced;
- b. the probable duration of the condition and/or needed care;
- c. the appropriate medical facts regarding the condition; and
- d. in the case of dependent or parental care, a statement that the employee is needed to care for the seriously ill relation.

Section 104. MEDICAL DISABILITY LEAVE

(Work and Non-Work Related)

A. Reporting

1. An employee who is absent due to non-work related personal illness or injury must report their absence to the Timekeeping Department within five (5) working days following the last day worked.
 2. An employee who is absent due to a work related illness or injury should report their absence to the Medical Department the first working day they are absent, and must report their absence to Timekeeping within five (5) working days following the last day worked.
- B. If the absence continues beyond five (5) working days, the employee must within ten (10) calendar days following the last day worked be under the care of a licensed physician and report their absence to the Medical Department.
- C. After an employee has complied with A. and B. above they must, within fifteen (15) calendar days following the last day worked, submit satisfactory medical evidence supporting their absence to the Medical Department.
- D. An employee who has complied with A., B., and C. above may be granted a leave of absence not to exceed thirty (30) calendar days. If the absence continues beyond the thirty (30) calendar days, leave may be extended to a maximum of two (2) years providing satisfactory medical evidence substantiating the need of the extension is submitted no later than three (3) working days following the expiration of the original leave. The Company will, prior to the expiration of a leave or a leave extension, notify the employee in writing that

their leave is expiring and that they must either submit satisfactory medical evidence within three (3) working days following the expiration date to secure further extensions of their leave or return to work.

E. Failure to comply with any of the above requirements in this section within the specified time frames will result in the employee being dropped from the rolls as an AWOL quit.

F. Seniority during medical disability leave:

b. Seniority of such employee shall accumulate for a maximum of two (2) years. At the end of two (2) years, the employee must return to work or be considered a quit.

2. Probationary employees without seniority shall not receive credit in excess of seven (7) days for time off sick toward the ninety (90) day period required to establish seniority, and they shall not be granted extension to exceed the total of three (3) months.

3. Employees totally and permanently disabled due to a work related injury or illness may be granted continuing seniority by mutual agreement, and any employee who has been incapacitated at their work by injury or occupational disease while in the employ of the Company to the extent that they are unable to return and perform the available work within the two (2) year limit shall have their case reviewed by a joint committee, which may grant continuing seniority in yearly increments.

Section 105. MILITARY LEAVE

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

B. Pay for Short Term Military Leave.

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

For pay purposes only, employees will not be paid any military leave wage differential for leaves of less than five (5) days, and in no case will employees be paid military leave

wage differential for more than a total of ten (10) days per contract year.

C. Educational Leave for Veterans:

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

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

Section 106. UNION LEAVE

- A. Any employee elected to an office in, or as a delegate to, any labor activity necessitating a leave of absence, shall be granted such leave, and shall at the end of the term in the first instance, or at the end of the mission in the second instance, be guaranteed reemployment, if there is work for which they are qualified in line with their seniority, at the then current rate of pay.
- B. Notices of such election or appointment shall be made in writing to the Vice President of Human Resources, or their designated representative, by the President of the Local Union or the Chairman of the Shop Committee. At least one day's notice will be given prior to the date such leave is desired, unless a satisfactory reason is given.
- C. The privilege granted in this Section shall be available to not

more than 1.5% of the covered employees at any one time unless mutually agreed to.

Section 107. LEAVE OF ABSENCE-ELECTED OFFICIALS

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

Section 108. OFF-SITE LEAVE

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

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

1. The employee who accepts the assignment will not accrue any more seniority than they would have accrued had they not accepted the assignment.
2. When an active employee goes on assignment they shall be removed from the overtime rolls.
3. When an employee returns to active status from assignment they shall be placed in the classification, department, shift and facility they were in at the time they went on assignment, seniority permitting.
4. When an employee returns to active status from assignment they shall be mean averaged into the appropriate overtime group.
5. An active employee who is laid off while on assignment will not be processed at that time, but upon their return, they will be processed effective as of the date they would

have been laid off had they not accepted the assignment.
(This is an exception to 102D.)

6. An active employee who is recalled while they are on assignment will not be processed at that time, but upon their return they will be processed effective the date they would have been recalled had they not accepted the assignment.

7. When possible, the Union will be notified at least seven (7) days prior to the assignment. In cases where it is not possible, Labor Relations will notify the Union as soon as they are aware.

B. An employee who accepts an offsite assignment of less than ninety (90) days while remaining on the Company payroll will be treated as follows:

1. Any employee who accepts an offsite assignment will not accrue any more seniority than they would have accrued had they not accepted the assignment.

2. When employees return from offsite they shall be placed in the classification, department, shift and facility they were in at the time they accepted the assignment, seniority permitting.

3. An employee who is surplusd while on an offsite assignment will not be processed at that time, but upon their return, they will be processed effective as of the date they would have been surplusd had they not accepted the assignment. (This is an exception to 102D.)

4. An employee who is recalled while they are on an offsite assignment will not be processed at that time, but upon their return they will be processed effective as of the date they would have been recalled had they not accepted the assignment.

5. An employee who is recalled while on an offsite assignment will, upon their return from offsite, have their pay and benefits adjusted to reflect the appropriate pay and benefits they would have received had they returned at the time of recall rather than at the conclusion of the assignment. This is not intended to pyramid, double, or make such benefits retroactive in any manner.

6. While assigned offsite, employees shall remain on the overtime rolls and charges for overtime worked and/or compensated for will be brought back and adjusted at the end of each calendar month, and/or date of return.

ARTICLE XVIII
GENERAL PROVISIONS

Section 109. The Company and the Union recognize that this Agreement covers a group composed of both male and female persons, and therefore, stipulate that the terms and conditions herein set forth apply equally to all such persons regardless of such differences. The terminology of this agreement is specifically intended by the parties to be used and understood in the generic sense as applying to the whole covered group without reference to or connotation of such differences.

Section 110. The Company will furnish bulletin boards for the exclusive use of the Union, such bulletin boards to be used solely for the posting of notices relative to official Union business. The number of such boards shall be agreed upon by the parties hereto. No notice shall be posted unless it has been approved for posting by the signature of the designated representative of the Union and the Company.

Section 111. The Company agrees that it will provide proper safety and sanitary conditions and devices in the plants, and the employees agree to comply with all safety, sanitary and fire regulations.

Section 112. The Company agrees to provide facilities for employees' clothing and the Union agrees to cooperate by encouraging employees to use such facilities properly. The Company agrees to provide adequate protective and foul weather clothing and storage space as required and the Union agrees to cooperate by encouraging the employees to exercise proper care in the use and storage of this clothing.

Section 113. In order to protect the health of employees working on jobs which constitute health hazards such as painters, anodizers, dry grinders, polishers, sand blasters, crane operators, platers, sanders, molders, cyanide hardeners, die finishers, welders, finish inspectors, gear box assemblers, brushing machine operators, machined parts finishers, plaster patternmakers, plastic formers, material bonders, and any other persons consistently assigned to painting areas or plating areas, such employees may upon the request of the Company, or the employee be given a physical examination at six-month intervals. If the examination is made by a Company doctor, at the employee's request a report of the physical examination will be sent to the employee's personal physician.

Section 114. The Company agrees to supply each employee with a copy of rules and regulations of the Company concerning Management, safety, police and fire protection, etc., but these rules and regulations shall not be so defined as to abridge the rights of the employees guaranteed by this Agreement.

Section 115. So that each employee may know that Local 218 UAW is the duly constituted bargaining agent, and as such represents the employees, the Company will agree to give each present employee a printed copy of this Agreement, and each new employee as he is hired a copy of this Agreement, as well as a copy of the form authorizing check off for Union membership dues. It is agreed that the Union will furnish the Company the necessary check off forms.

Section 116. No employee will be discriminated against or harassed because of race, color, religion, sex, national origin, age, Union affiliation, or by virtue of being a handicapped individual, a disabled veteran, or a Vietnam Era veteran.

Section 117. Any employee reporting for work and being ready for work at the stated time and who has not been properly notified by the Company not to report, and who is prevented from working at least four (4) hours shall be paid for four (4) hours at his regular hourly rate. If an employee is called back after he has left the plant premises, he will be guaranteed four (4) hours work. If the employee's services are not required or utilized for the four hours he shall be paid in lieu thereof.

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

Section 118. A penalty of 1/10th of an hour will be given an employee who punches "in" from one (1) to six (6) minutes late. For tardiness beyond six (6) minutes, the regular procedure of six (6) minute intervals will apply, i.e., up to twelve (12) minutes minus 2/10ths of an hour, up to eighteen (18) minutes, minus 3/10ths of an hour, etc. Employees shall not be required to work during any such penalty period.

Section 119. Supervisory employees shall not be permitted to perform any work except in the following types of situations:

- A. When regular employees are not immediately available, or absent from work, or not capable of performing the job.
- B. In the instruction or training of employees, and the employee shall be expected to observe the instruction.

C. It is understood that supervisors will not work in place of employees who are absent from the job momentarily.

Section 120.

A. The preamble to and the job specifications are to be considered included in this Contract.

B. The Company will write job specifications for, evaluate and set rates for, and install new job classifications. Copies of the new job specifications and rates shall be furnished the Union as soon as possible. The Union shall have thirty (30) calendar days from receipt of the job specifications and rates to signify agreement or disagreement with the job specification and rate as installed by the Company. Failure to notify the Company of such disagreement within thirty (30) calendar days shall signify acceptance of the job specification and rate as installed by the Company. In the event the Union does disagree, the parties shall meet to negotiate the new job specification and rate. Should the job specification and/or rate be changed as the result of negotiations or arbitration, the benefits shall be applied retroactively to the employee, or employees, who have been performing the work. Should the parties fail to agree within the thirty (30) calendar day period following receipt of the job specification and rate by the Union, the matter of job specification, rate and requirements may be referred to arbitration as provided in Article VI.

Section 121. Employees may utilize vending machines in a reasonable manner, and provided the use thereof is not abused.

From time to time, because of health or safety or environment or quality or production requirements, certain areas may be designated as controlled areas. In such areas food and/or drink and/or tobacco materials may not be permitted. In those areas the following policy shall apply.

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

Section 122. If an employee is requested by the Company to attend a job related school, the time spent by the employee attending school will be considered as time worked, and will be paid in accordance with the method of payment for that day.

Section 123.

A. Effective January 1, 2004, smoking will be prohibited on Company property and in Company-owned vehicles.

B. From June 16, 2003 until January 1, 2004, the Company will make available at no cost to the employee over-the-counter and prescribed smoking cessation products and drugs such as gum, patches, and chemical products.

Section 124. Substance Abuse

A. Drug and alcohol testing programs should be closely monitored through a joint oversight committee of Local 218 and BHTI management personnel to identify potential abuses and immediately implement corrective action.

B. Drug and alcohol testing should only be permitted on a showing of probable cause of on-the-job impairment which has a direct and measurable impact on the safety, productivity, or the quality of work of the suspected employee. Random drug testing is confined to those instances mandated by government regulations and/or those identified in this Program.

C. Treatment, rehabilitation, and counseling are the prime objectives and focus of the BHTI/UAW Local 218 testing program. The parties have agreed upon an Employee Assistance Program (EAP) which is designed to aid in assessment and the referral for treatment, rehabilitation, and counseling of employees or their covered dependents who seek assistance.

D. Testing procedures and laboratories must meet or exceed standards established by the U.S. Department of Health and Human Services. Only reliable test procedures and facilities (with established records of accuracy, precision, sensitivity, and specificity of toxicological testing) are to be used. Positive test results must be subject to verification by approved scientific methods. All test data and evidence must be clearly identified and preserved for further verification.

E. The privacy rights of employees must be protected to the maximum extent possible. Sanctions must be imposed for violations of confidentiality.

F. Discipline is appropriate for proved impairment of the worker's on-the-job performance. Any discipline must be subject to review under the grievance procedure and through arbitration or mediation.

G. Neither BHTI nor the UAW have any tolerance whatsoever for drug pushers or providers. The UAW, therefore, agrees not to pursue grievances for employees who have been disciplined or discharged by their employer who are guilty of engaging in drug pushing or drug trafficking. This prohibition applies not only to those persons who are in control of these activities, but those who knowingly assist in permitting such activities to occur by acting as couriers, dispensers, bankers, or as other key participants in the drug trafficking operation. Where participation of a worker in such activities is clear and established, the grievance should be withdrawn or closed. Where the evidence is not conclusive that the employee is guilty of participating in a drug trafficking operation, the grievance should be processed consistent with the UAW's established standards for grievance handling.

H. Upon a first violation of the substance abuse policy for employees legally mandated to be subject to drug and alcohol testing, the offending employee shall be demoted to a non-sensitive Labor Grade 8 or 9 job, seniority permitting, and shall remain in that position until such time as they are approved to return to their prior classification by the Medical Review Officer (MRO).

I. Upon a second violation of the substance abuse policy for employees legally mandated to be subject to drug and alcohol testing, the employee will not return to work until the employee satisfactorily meets the conditions set forth below and will be permanently assigned, seniority permitting, to a non-sensitive Labor Grade 8 or 9 job. Such employee shall be eligible for bid to other non-sensitive positions in accordance with the terms of the labor agreement. Any employee testing positive for a second violation of the substance abuse policy is permanently barred from performing work on any task identified as safety sensitive work by the appropriate federal agency (regardless of certification requirements of customer designation).

1. The employee meets the objectives of the prescribed treatment identified by the **Substance Abuse Professional and the Bell Helicopter Textron UAW Employee Assistance Program.**
2. The employee satisfactorily passes a drug test at the point and time at which the employee is authorized to return to work.

NOTE: The employee will be subject to drug testing for the 24 months following his return to work for a substance abuse violation. It is understood that such testing will be conducted no more than six times in a 12-month period.

The decision as to when an employee must have such a drug test will be made by the plant Medical Department, and will not be a supervisory determination. If the employee subsequently tests positive for illegal drugs or unauthorized prescription drugs, the employee will not be allowed to continue work and will be placed on medical leave.

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

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

Section 125 – EMPLOYEE INVOLVEMENT

During the current negotiations, the UAW and Bell Helicopter discussed the ever-increasing challenges in the global marketplace and examined prior experience with Employee Involvement efforts. There is a mutual recognition by both parties that the challenges in the marketplace will continue requiring fundamental changes in the workplace and that we need to jointly take steps to significantly increase and expand implementation of effective Employee Involvement efforts.

This is firmly based on the belief that the success of businesses in the challenging global marketplace, is fully dependent on its people. Also, that all people want to be involved in decisions that affect them, care about their jobs, what customers expect, care about each other, take pride in themselves and in their contributions, want to fully utilize their skills and abilities and share in the success of their efforts.

PURPOSE: The purpose of continuing effective Employee Involvement in the business is to work together to create a customer-focused workplace so that our customers are continuously delivered the highest quality and best value product and services.

It is mutually agreed that the opportunity of achieving a highly effective employee and a customer-focused workplace is enhanced when the union and the company jointly work to:

- Involve employees individually and/or through teams in the identification and solution of quality and production problems for customers.
- Create a work environment that promotes teamwork, mutual trust and respect, equality, honest and open communications, job satisfaction, job security, innovation, growth, rewards and recognition.
- Continue to seek methods and processes that involve employees in improving the way work is performed so that the employees' skills and abilities are effectively utilized without breaking contractual agreements. In this manner, improvements can be made in operating effectiveness for customers and result in more job satisfaction.

EMPLOYEE INVOLVEMENT COMMITTEE:

The Employee Involvement Committee shall consist of three (3) company representatives and three (3) union representatives.

Company representatives shall be: Head of Operations, Head of Human Resources, and Head of Quality or their designee.

Union representatives shall be: President, Chair, and Co-Chair of Local 218 or their designee.

The UAW and Bell specifically commit and agree to taking the following initial steps:

- Define the expectations and framework for the creation of employee involvement committee;
- Establish guidelines and additional milestones; and
- Establish quarterly and yearly goals to track the progress of the committee.

The EI committee shall have complete authority to implement the above-mentioned initial steps as they relate to employee involvement efforts between the UAW and the Company. The initial goal establishment meeting will occur not later than three weeks after contract ratification.

SUMMARY

While change is difficult, we jointly understand that in the current, highly competitive, constantly changing global marketplace in which we are engaged, we must continue to change to create a workplace so that our customers are continuously delivered the highest quality and best value product and services. We cannot afford to let obstacles

stand in our way of successfully implementing Employee Involvement efforts, which assist us in this endeavor.

Employee Involvement is our jointly designated effort to transform our respective roles, satisfy our customers better than any competitor, and ensure our mutual success. The parties recognize that this continuing endeavor depends upon the ability of the employees and the Company to grow and prosper.

The provisions of this article apply only to those terms mutually agreed to by the Union and the Company.

Section 126

Those employees participating in direct payroll deposit may receive a receipt of such deposit either electronically or via U.S. mail.

ARTICLE XIX

GOVERNMENT SECURITY CLAUSE

Section 127. The Union recognizes that the Company has certain obligations in its contracts with the Government pertaining to security, and agrees that nothing contained in this Contract is intended to place the Company in violation of its security agreement with the Government. Therefore, in the event that the United States Navy or any other Government Agency concerned with Bell Helicopter Textron security regulations, advises the Company that any member of Local 218 is restricted from work on or access to classified information or material, the Union will not contest any action the Company may reasonably take to comply with its security obligations to the Government.

ARTICLE XX

JOB FAMILY AND BUMPING PROCEDURE

Section 128. For the purpose of showing bumping rights of employees based on their accumulated skill and ability, all job classifications are placed in appropriate Job Families. Each Job Family, with the exceptions of numbers 15 and 21, groups together jobs of related skills.

To show the bumping rights of an employee who is currently classified in any specific job classification, reference is made to a bumping manual. This manual is arranged as follows:

There is a separate bumping sheet for each job classification. The job title listed at the top of each such sheet shall be called, for identification purposes, the "Primary" classification.

The job classifications which an employee is eligible to bump into (referred to as "Secondary" classifications) are listed on each sheet in descending order of labor grade and skill requirements.

Also listed on each bumping sheet are all other job classifications which are eligible to bump the "Primary" job classification of the specific sheet.

When either the Company or the Union claims that any job classification is misplaced on the bumping sheet they shall meet and mutually agree to proper placement. In the event of a surplus in a classification an employee surplussed can bump other employees in "Secondary" classifications, with less seniority, as indicated in Section 58B2c.

The Union will be supplied with a bumping manual for each Shop Committeeman and for each Zone Committeeman. Conditional bumps will be so identified on the bumping sheets.

ARTICLE XXI

STOCK SAVINGS PLAN

Section 129. Effective July 1, 1966, the Company agrees to permit employees to participate in the Textron Employees Stock Savings Plan. Details of the Plan are set forth in booklet form and a copy will be distributed to each employee.

ARTICLE XXII

DURATION OF AGREEMENT

Section 130.

- A. This agreement shall become effective June 16, 2003 except as specifically heretofore mentioned, and shall remain in full force and effect until midnight, June 11, 2006, and thereafter for yearly periods unless notice is given in writing either by the Company or the Union to the other, not less than sixty (60) days prior to the expiration of any such period, of its desire to modify, amend, or terminate the agreement.

B. Notice shall be in writing and shall be sent by certified mail addressed, if to the Union, to the International Union, UAW, 1341 West Mockingbird Lane #301W Dallas, Texas 75247, and if the Company, to Bell Helicopter Textron, care of the Vice President of Human Resources, P. O. Box 482, Fort Worth, Texas 76101.

C. Nothing contained in this Contract is intended to place the Company in violation of any Local, State or Federal Statutes governing any and all subject matter herein. There shall be no financial liability attaching to the Company in complying with any Local, Federal or State Law applicable to any of the terms of this Agreement.

D. This agreement shall be final and binding upon the parties hereto; their heirs, executors, administrators, successors and assigns.

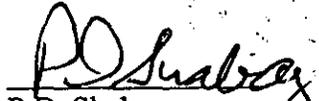
IN WITNESS WHEREOF the parties hereto have executed this agreement on this the 11th day of November, 2003.

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

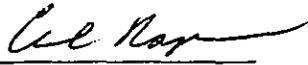
BELL HELICOPTER
TEXTRON INC.,
Subsidiary of
TEXTRON, INC.



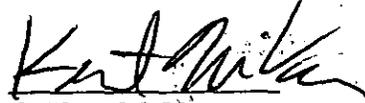
Ron Gettelfinger
International President,
UAW



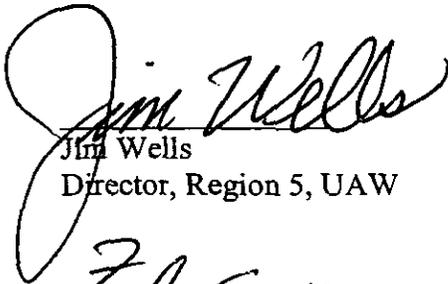
P.D. Shabay
Exec. Vice President Adm. &
Chief Human Resources Officer



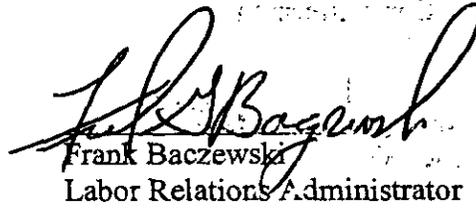
Cal Rapson
Vice President & Director
National Aerospace Dept., UAW



G. Kent McVay
Director, Employee Relations &
Staffing



Jim Wells
Director, Region 5, UAW



Frank Baczewski
Labor Relations Administrator



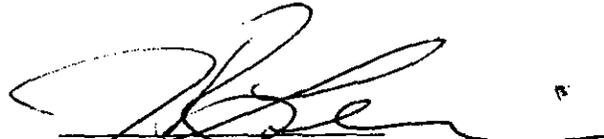
Fred Singleton
Assistant Director
Region 5, UAW



Susan Franks
Labor Relations Administrator



Mike Hall
International Representative
Region 5, UAW

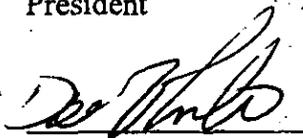


Jimmy Lewis
Labor Relations Administrator

LOCAL 218, UAW



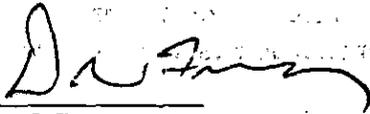
G.G. Livingston
President



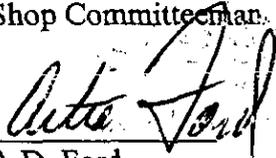
D.R. White
Chairman



M.R. Oldham
Co-Chairman



D.W. Farmer
Shop Committeeman



A.D. Ford
Shop Committeeman



A. Saucedo
Shop Committeeman



K.F. Webb
Shop Committeeman

Section 131 PENSION PLAN SUMMARY

A. Revision of Pension Plan

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

B. Basic Pension Formula

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

<u>Retiring on or after</u>	<u>Basic Monthly Pension Rate</u>
September 1, 2003	\$51.00

C. **For employees terminating with a Deferred Vested Pension entitlement under the Plan, the basic monthly pension rate per year of credited service is indicated below:**

<u>Retiring on or after</u>	<u>Basic Monthly Pension Rate</u>
September 1, 2003	\$51.00

D. Current Retirees and Surviving Spouses

Employees who retired prior to **September 1, 2003** and surviving spouses will receive three (3) lump sum payments of \$500.00 as follows:

December 1, 2003	\$500.00
December 1, 2004	\$500.00
December 1, 2005	\$500.00

This lump sum payment is in lieu of an increase of the basic monthly pension rate for retirees retiring prior to **September 1, 2003**.

E. L.I.S.A.

For employees terminating on or after **September 1, 2003**, the LISA benefit is **\$800.00**

F. **MEDICARE, DEATH BENEFIT, CURRENT RETIREES AND SURVIVING SPOUSE ELIGIBILITY**

Effective **September 1, 2003**, Part A of the Medicare deductible reimbursement, Part B of Medicare premium

reimbursement, Retirement Death Benefit and Current Retirees and Surviving Spouse lump sum payment(s) shall be paid only to retired employees eligible for a normal, early or disability Retirement benefit.

G. Medicare

Effective September 1, 2003, retirees eligible (described in F above) for Part B of Medicare will have their premiums reimbursement increased to \$58.70 per month, and retirees eligible for Part A of Medicare by virtue of age, will have the deductible reimbursement increased to \$840.00.

Effective January 1, 2005 premiums and deductible levels for Part B and Part A and will be changed to the level in effect for that date.

NOTE: To be considered a retiree, you must leave the Company having met one of the following criteria:

2. Have attained age 65.
3. Have attained age 55 and have at least 5 years of vested service with Textron.
4. Qualify for a disability pension.

H. Early Retirement Benefits

If you retire after attaining age 60 and completing twenty (20) or more years of credited service, you will receive early retirement benefits unreduced for early payment, determined in the same manner as normal retirement benefits, together with a Level Income Special Allowance (LISA) which is payable until the earliest of (1) your attainment of age 62, (2) your entitlement to Social Security Benefits for age or disability, of (3) your death. The monthly LISA benefit is \$800.00

If you retire before age 60 or before you have completed twenty (20) or more years of Credited Service and if you elect to receive early payment of your retirement benefits, your benefits will be reduced by one-quarter of one percent for each month by which you are less than age 62, but not less than age 60 plus one-third of one percent for each month you are less than age 60, but not less than age 55 as calculated in the following table:

<u>Age Nearest Birthday At Retirement</u>	<u>Reduction Factor</u>
61	97%
60	94%
59	90%

58	86%
57	82%
56	78%
55	74%

SUPPLEMENT AGREEMENT TO CONTRACT

It is hereby agreed between the Company and Local 218 UAW that in Article X (Hours of Work and Overtime), paragraph A under Section 75 is interpreted to apply the following policy for overtime assignments to Inspectors.

A. Extra work during periods of part-time operation and overtime shall be equalized among Inspectors in the same classification in the following defined areas. For the purpose of identification with respect to overtime records and area assignments, the following designations are agreed upon:

PRODUCT ASSURANCE
OVERTIME AREA

Plant #1

- PF All Tooling & Metrology Inspectors
- PG All Material Review Inspectors
- PC All Inspectors
- PH All Inspectors
- PK All Inspectors
- PD All other Inspectors except Bldg. 36
- PD Bldg. 36 - All Inspectors

Plant #5

- PE All Inspectors
- PN All Inspectors
- PG All Material Review Inspectors

Plant #6

- PD All Inspectors
- PK All Inspectors
- PG All Material Review Inspectors

Plant #7

- PD All Inspectors

Plant #8

- PR All Inspectors
- PG All Material Review Inspectors
- PN All Inspectors
- PH All Inspectors
- PK All Inspectors

Plant #J

The portions of the Contract dealing with equalization of overtime within shift and facility within reason shall be adhered to.

2. It is further agreed by both parties that any further transfer of Inspectors between department assignment areas shall be made under the provisions of Article IX, Section 65 of the Contract.
3. It is further agreed by both parties that the overtime that any inspector might receive during a period of transfer, up to and including thirty (30) days, shall be charged to his regular overtime records. If permanent transfers are to be effectuated, the regular overtime procedure shall be followed.
4. It is further agreed by both parties that in all cases where seniority and senior employees are referred to in this Agreement, these are defined to be in accordance with Article IX, Section 66G.
5. This agreement in no way alters nor changes the policy, meaning or intent of other sections of the Contract.
6. It is further agreed that conditions may change so as to justify the re-negotiation of Paragraph 1, Sub-paragraph A. Therefore, within thirty (30) days of receipt of written notice of either party, the above referred to paragraphs shall be reopened for negotiations.

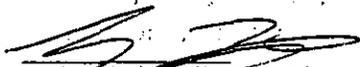
There will be no financial liability on the part of the Company, and Local 218 UAW will neither accept nor process any grievance which may arise as a result of this agreement.

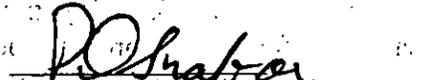
This agreement shall be final and binding, upon the parties hereto, their heirs, executors, administrators, successors and assigns.

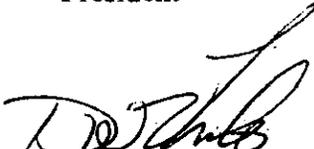
Dated: November 11, 2003.

LOCAL 218, UAW

BELL HELICOPTER
TEXTRON INC.
Subsidiary of
TEXTRON, INC.

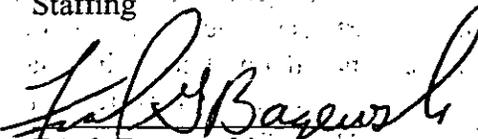

G.G. Livingston
President

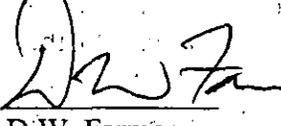

P.D. Shabay
Exec. Vice President Adm. &
Chief Human Resources Officer

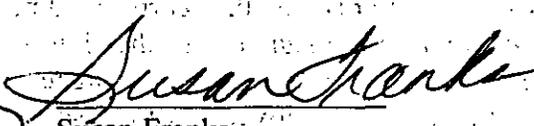

D.R. White
Chairman


G. Kent McVay
Director, Employee Relations &
Staffing


M.R. Oldham
Co-Chairman

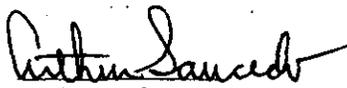

Frank Baczewski
Labor Relations Administrator


D.W. Farmer
Shop Committeeman


Susan Franks
Labor Relations Administrator


A.D. Ford
Shop Committeeman


Jimmy Lewis
Labor Relations Administrator


A. Saucedo
Shop Committeeman


K.F. Webb
Shop Committeeman

P R E A M B L E

J O B S P E C I F I C A T I O N S

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

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

J O B F A M I L Y C H A R T I N S T R U C T I O N S

All Job Classifications are placed in appropriate Job Families, for the purpose of showing bumping rights of employees based on their accumulated skill and ability. Each Job Family, with the exception of Nos. 13 and 18, groups together jobs of related skills, and the Job Family Chart used specifically indicates the bumping rights of all employees based on their individual job classification assignment. On the chart, each Job Classification is assigned a sub-group number listed vertically in the first column, and the bumping rights of employees holding each Job Classification are shown by "Bumping Code" symbols in the corresponding sub-group columns listed horizontally immediately to the right of the "Title" column. In the event of a surplus from their assigned classification, employees can bump other employees, with less seniority as indicated. The "Bumping Code" symbols are explained as follows:

X - Straight bump with no conditions, seniority permitting.

C - Conditional bump, seniority permitting, with conditions specifically stated in the notes at the bottom of the Job Family Chart. All conditions must be met prior to the posting of a surplus.

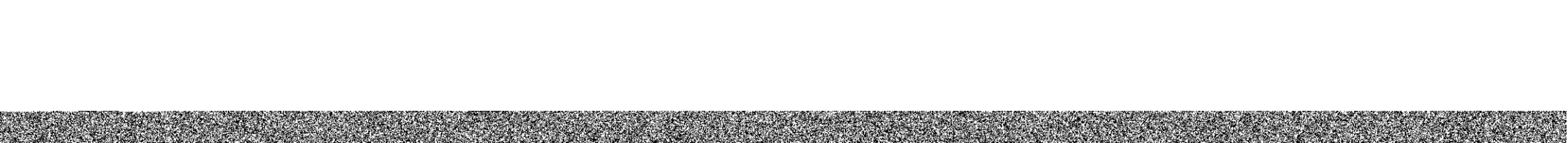
Job Family Group No. 13 entitled "Miscellaneous" contains jobs which because of the nature of the duties and responsibilities involved therein can only be replaced by an employee who can prove through his past work history that he is capable of performing the job. Employees in these jobs can bump into other job families, only when they show previous experience qualifying them for the position.

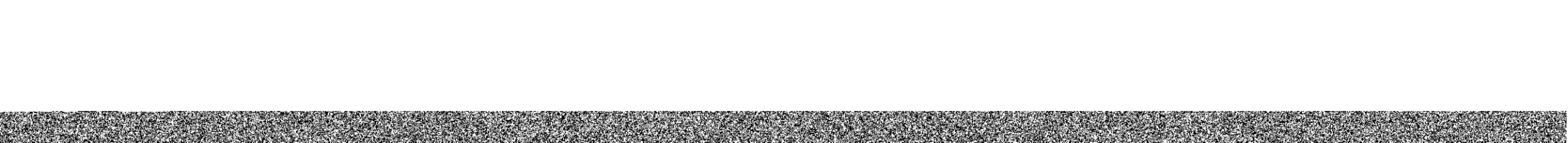
Employees on jobs in the unskilled group, Job Family No. 18, can be bumped by employees with greater seniority from any of the other Job Families when such employees are surplus. Those employees classified on unskilled jobs can bump junior employees in lower labor grade jobs within the unskilled group at time of surplus.

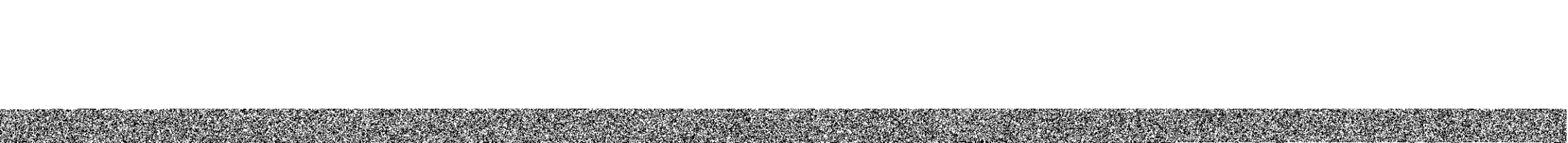
If an employee elects not to bump into Job Family No. 18, and signs off all jobs in Job Family No. 18, the Company will not protest his unemployment insurance benefits, nor will the employee be disqualified from Supplemental Unemployment Benefits solely because of his refusal to accept a job in Job Family No. 18.

JOB FAMILY INDEX

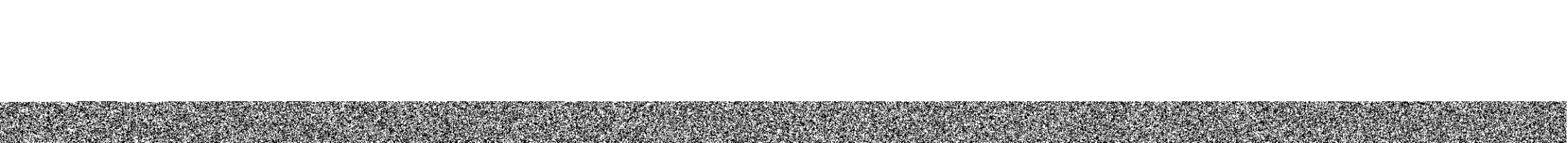
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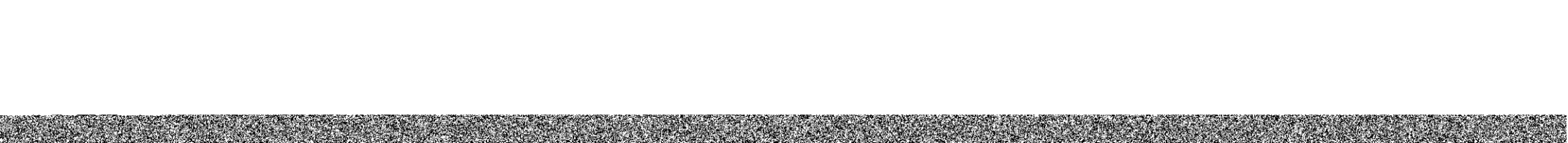


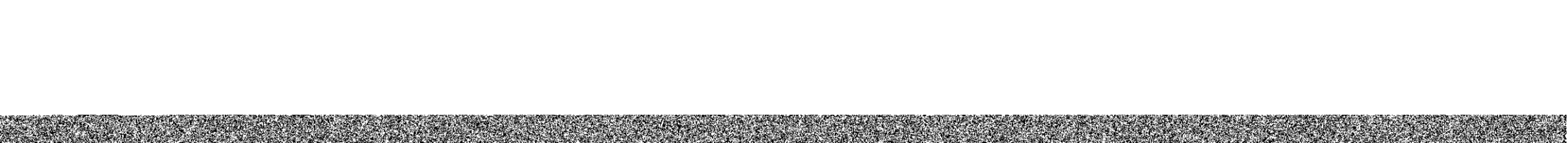


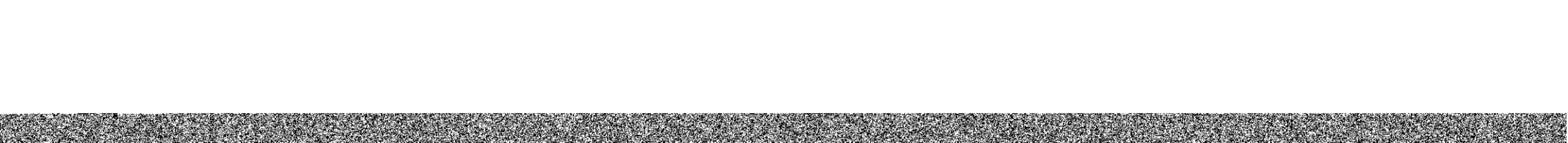


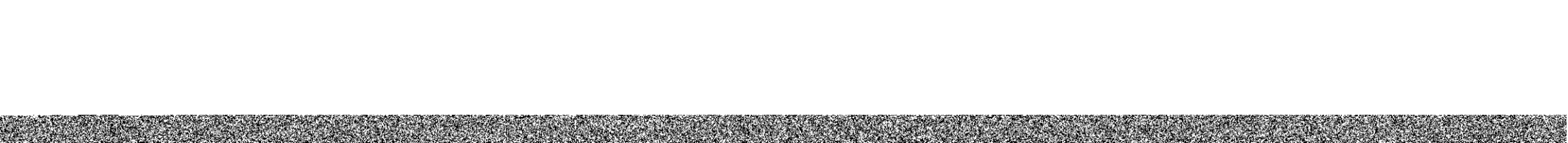


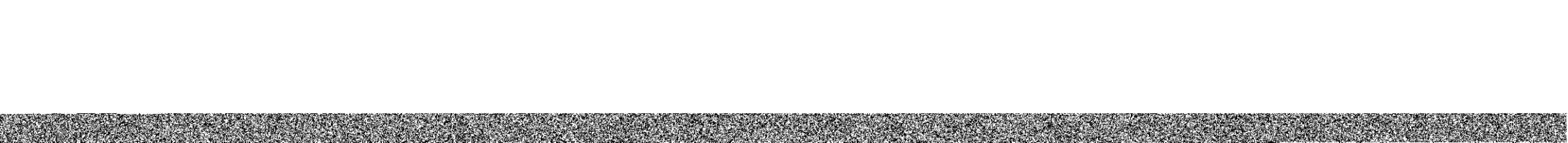




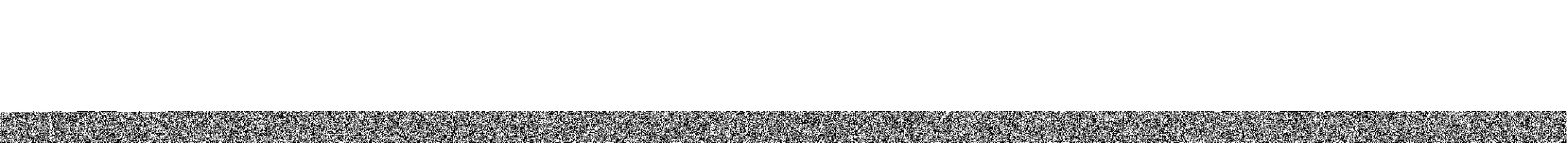


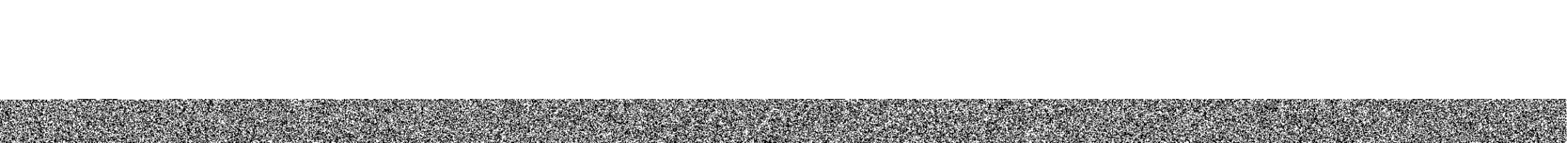


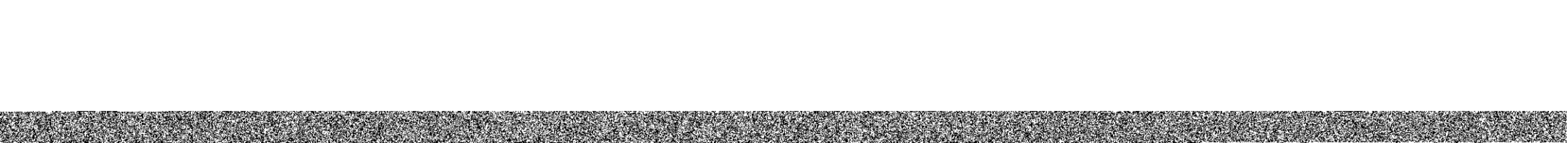


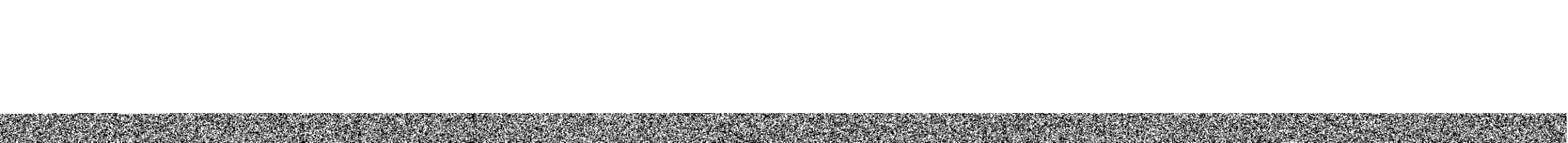


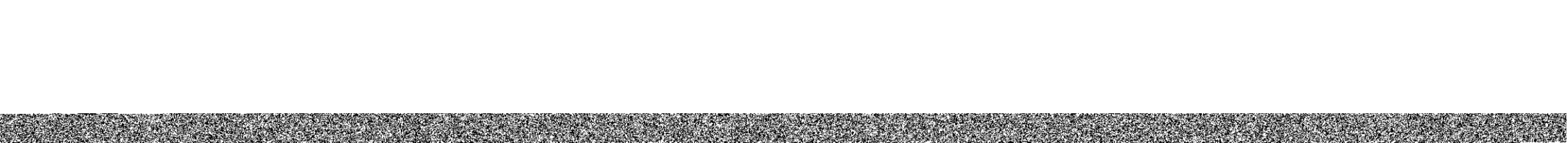




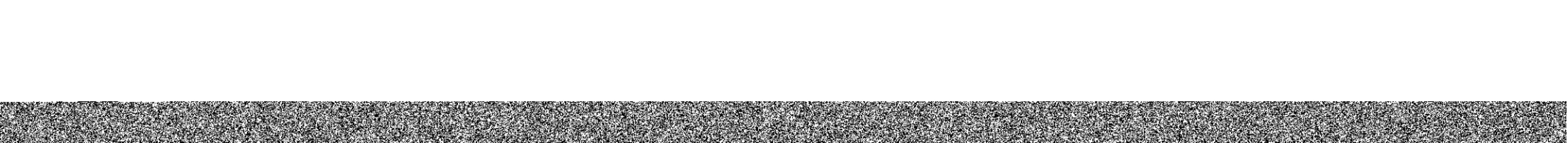




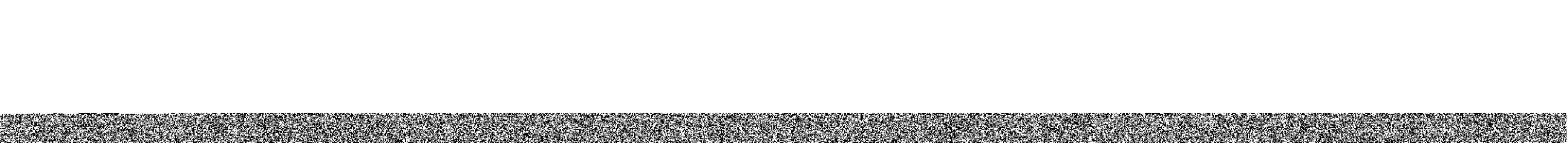












Calendar for 2003					
JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
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Calendar for 2004					
JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
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