



## International Association of Machinists and Aerospace Workers

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# AGREEMENT

between

LOCAL LODGE NO. 587 OF DISTRICT NO. 26 IAMAW AFL-CIO AND RAYTHEON ELECTRONICS SYSTEMS  
MARCH 3, 2012 TO FEBRUARY 27, 2016

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**AGREEMENT** made as of this 3rd day of March 2012 by and between RAYTHEON INTEGRATED DEFENSE SYSTEMS (hereinafter called the “Company”), and Local Lodge No.

587 of District No.26 of the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL—CIO (hereinafter called the “Union”).

**ARTICLE I—RECOGNITION AND BARGAINING UNIT**

**1.0** Pursuant to certification of the National Labor Relations Board dated September 13, 1965, the Company recognizes the Union as the sole and exclusive collective bargaining agent (with respect to rates of pay, wages, hours of employment and other conditions of employment) for its production and maintenance employees at the Company’s plants located at Portsmouth, Rhode Island, but excluding office clerical employees, salaried employees, engineering or technical employees, confidential and managerial employees, and supervisors as defined in the National Labor Relations Act as amended.

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

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

**1.1.b** This will confirm that the Union recognizes the Company’s obligations under Section 503 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans Readjustment Assistance Act of 1974, and pledges its full cooperation in assisting the Company to fulfill these obligations provided that in such cooperation it does not violate the terms and conditions of the Collective Bargaining Agreement.

**1.2** The Company will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of the Union. The Company will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, the Union.

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

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

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**ARTICLE II—COVERAGE**

**2.0** The provisions of this Agreement shall be binding upon the Company and its successors and assigns, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment by the Company of any or all of its property, or affected or changed in any respect by any change in the legal status, ownership or management of the Company.

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### **ARTICLE III—MANAGEMENT RIGHTS**

**3.0** The management of the plant and direction of the working force is vested exclusively in the Company except as otherwise expressly, specifically, and directly provided in this Agreement. Subject to the foregoing, this includes but is not limited to, the following: The right to plan, direct and control the business methods, and operations of the plant; the right to hire, promote, transfer or lay off employees and lawfully and for just and proper cause to demote, discipline, suspend or discharge employees; the right to determine the hours, schedules, assignments and standards or performance for work; the right to change, relocate, abandon or discontinue any production, services, methods or facilities; the right to introduce new, improved, or changed materials or facilities and to subcontract, purchase or otherwise acquire or utilize materials and services from any source.

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### **ARTICLE IV—UNION SECURITY**

**4.0** After sixty (60) days from their date of hire, all employees shall be required as a condition of their employment to acquire and thereafter maintain membership in the Union; provided, that this obligation shall not apply (1) to any employee to whom membership has been denied or whose membership has been terminated by the Union for reasons other than his failure to make tender of, or his failure to make payment of, initiation fees, periodic dues and reinstatement of fees, uniformly required of members as a condition of acquiring and maintaining membership; (2) to any employee to whom membership in the Union is not available upon the same terms and conditions generally applicable to other members.

**4.1** The Union shall promptly supply to the Company's Director of Labor Relations proof of any dues delinquency seven (7) days before cancellation of membership to any member of the Union and, if the Union shall thereafter request the discharge of any employee under the provisions of Section 4.0 above, the Union hereby agrees to indemnify and hold the Company harmless for any erroneous or unlawful discharge caused under this Article.

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### **ARTICLE V—CHECKOFF**

**5.0** Upon receipt of a signed authorization of an employee, the Company shall deduct from the employee's paychecks the initiation fee, dues and reinstatement fee payable by him to the Union during the period provided for in said authorization, so long as he is employed in the unit.

#### **5.1**

(a) Deduction shall be made on account of initiation fees or reinstatement from the first paycheck of the employee after receipt of the authorization from which it is practicable to make such deductions provided that no deduction for initiation or reinstatement fee in excess of twenty (\$20.00) dollars shall be made from any one paycheck.

(b) Deductions shall be made weekly on account of Union dues.

**5.2** The remittance of each deduction provided for in Section 5.1 shall be mailed between the 7th

and 14th day of each month to the Secretary—Treasurer of the Union. The Company shall furnish the Secretary—Treasurer of the Union, monthly, with a record of those employees for whom deductions have been made and the amount of deductions.

**5.3** The authorizations for initiation fees, weekly dues, and reinstatement fees, shall be as follows:

(Initiation Fee or Reinstatement Fee)

Name \_\_\_\_\_

Clock No. \_\_\_\_\_ Dept. \_\_\_\_\_

(Please Print)

I hereby authorize and direct Raytheon Company to deduct from wages due me on the first payday hereafter my initiation fee (or reinstatement fee) as lawfully established in the bylaws of Lodge No. 587 of District 26 of the International Association of Machinists and Aerospace Workers, and to pay the same to said Lodge.

Signature \_\_\_\_\_

(Weekly Dues)

I hereby authorize Raytheon Company to deduct, each week, from my wages, dues as determined by the membership of Aquidneck Lodge No. 587 in accordance with its bylaws and the constitution of the International Association of Machinists and Aerospace Workers, AFL—CIO. The sums thus to be deducted are hereby assigned, by me to Lodge No. 587 of the International Association of Machinists and Aerospace Workers, AFL—CIO, and are to be remitted by the Company to the Secretary—Treasurer of the Union.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date or up to the termination date of the current collective bargaining agreement between Raytheon Company and Lodge No. 587 of the International Association of Machinists and Aerospace Workers, AFL—CIO, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within fifteen (15) days after any irrevocable period hereof. Such revocation shall be effected by written notice to the Company and the Union within such fifteen (15) day period.

Signature \_\_\_\_\_

**5.4** The Union agrees that it will indemnify and save the Company harmless by reason of any erroneous deduction of such fees and dues and that it will refund promptly any such dues found to have been erroneously or improperly deducted.

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**ARTICLE VI—HOURS OF WORK**

**6.0** The workday shall consist of twenty—four (24) consecutive hours beginning with the time that the employee is scheduled to start work. Whenever the expression “consecutive hours of work” appears in this Agreement, it shall mean consecutive hours of work except for unpaid meal periods. The workweek shall consist of seven (7) consecutive twenty—four (24) hour periods beginning with the start of the work schedule. The work schedule shall consist of forty (40) hours of five (5) eight—hour days, normally Monday to Friday, inclusive. The regular day, or first, work shift shall consist of eight (8) hours between 7:00 A.M. and 5:00 P.M.

**6.1** The Company may establish a new regular work schedule or shift only after having notified the Union at least five (5) working days in advance and after having taken into consideration the convenience of the employees involved and, to the extent circumstances permit, having made an effort to distribute the hours of work so as not to result in unreasonably long or irregular days of work. In the event the Company establishes a new regular work schedule or shift without regard to the foregoing, the Union may invoke the grievance procedure.

**6.2** Nothing in this Article shall be construed as a guarantee of hours of work per day or per week.

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## **ARTICLE VII—OVERTIME**

**7.0** Time and one—half shall be paid in each of the following instances, and each instance shall not be dependent upon any other instance:

- (a) For all work performed in excess of eight (8) hours and up to and including twelve (12) hours in any one workday.
- (b) For all work performed in excess of forty (40) hours in any one workweek.
- (c) For all work performed on the Saturday workday.
- (d) For all work performed on any of the paid holidays specified in Article XIII.

**7.1** Double time shall be paid in each or any of the following instances, and each instance shall not be dependent on any other instance:

- (a) For all work performed on the Sunday workday.
- (b) For all work performed in excess of eight (8) hours on the Saturday workday.
- (c) For all work performed in excess of twelve (12) hours in any one workday.
- (d) For all work performed in excess of eight (8) hours on any paid holiday spelled out in Article XIII and all Rhode Island holidays (V-J Day, Columbus Day, and Veteran’s Day)

**7.2** There shall be no duplication or pyramiding of overtime payments and time worked shall not include unpaid lunch periods. In any workweek in which the Company is required by law to pay overtime rates, it shall have discharged its obligation for such workweek by paying at the rates provided herein so long as the minimum requirements of the law are met.

**7.3** Employees shall not be required to take time off to offset overtime worked or to be worked; the Company may require employees to work reasonable hours of overtime.

**7.4** Overtime shall be distributed by shift as equitably as practicable to employees capable of performing the work in the classification and department or overtime center in which the overtime is worked. New overtime lists shall be established on each January 1. Overtime hours offered and not worked for any reason shall be counted as overtime worked for the purpose of this Section provided that overtime notice is given:

- (a) During the first five (5) hours of a shift when the overtime is for the same day. If an employee's start time is such that this will result in less than two (2) hours notice, a minimum of two (2) hours notice will be given.
- (b) Between 12:01 A.M. on the preceding Thursday and the end of the first five (5) hours of the first shift on the preceding Friday, if the overtime is for Saturday or Sunday, or a holiday falling on a Monday.
- (c) On the day before a paid holiday, if the overtime is for a holiday which does not fall in conjunction with a Saturday or Sunday.
- (d) Between the preceding Wednesday at 12:01 A.M. and to the end of the first five (5) hours of the first shift on the preceding Thursday, if a holiday falls on a Friday in conjunction with the weekend for all overtime work to be performed on Friday, Saturday or Sunday. (If Thursday and Friday are holidays the notice shall be moved back an additional day.)
- (e) For employees with early start times the first six (6) hours of a shift will be the notification period in steps a through d.

Weekend overtime will be distributed where practicable regard less of shift and without the application of Article IX when the purpose of call—back is the equitable distribution of overtime between shifts.

**7.5** A record of overtime hours accepted or rejected by each employee shall be maintained on the basis of paid hours, not worked hours. Overtime will be charged as follows:

1. All overtime offered and worked is charged.
2. All overtime offered and refused in an employee's sequence is charged.
3. All overtime offered and refused in a different sequence is not charged.
4. An employee who has accepted and agreed to work overtime and fails to report for such overtime assignment will be charged twice the number of paid overtime hours which he agreed to work. This does not limit the Company's right to discipline for absenteeism.
5. An employee who is called at home and chooses not to work will not be charged.
6. Employees will be charged for overtime refused due to military duty.
7. Employees with Friday vacations are not considered to be available for weekend overtime and are not charged for refusal of overtime on that weekend.
8. Employees with Monday vacations are available for weekend overtime and receive appropriate charges as indicated herein.
9. Employees transferring into a new overtime center and employees returning from

LOA or Layoff who have not worked in the overtime center during the current year, will assume the average number of hours offered in the center.

10. Employees returning from layoff and LOA who have worked in the overtime center during the year will add the average number of hours offered during their absence to their prior total, not to exceed the employee with the highest number of hours offered.

**7.6** Each foreman, department or section manager having direct supervision of bargaining unit employees will be responsible for arranging accurate recording of overtime hours. Supervisors shall also determine that proper overtime charges are made on a daily basis and shall include new hires, rehires, transfers, etc. A copy of such record will include each employee's seniority date and shall be given to the steward on a weekly basis and posted in the work area. On a daily basis, supervision will notify the steward of overtime requirements. Overtime records will be kept for a period of six (6) months after the close of the preceding overtime year.

**7.7** An employee transferring into a new overtime center will assume the average of overtime hours worked in that overtime center.

**7.8** An employee who has accepted and agreed to work overtime and fails to report for work shall be charged twice the number of paid overtime hours which he had agreed to work. An employee who is called at home and chooses not to return to work will not be charged.

**7.9** No employee shall be charged for overtime refused if the refusal is caused by military leave of absence.

**7.10** Newly hired probationary employees will not be allowed to share in overtime during the normal workweek until all regular employees in the overtime center on the shift and who were not absent on the day overtime is offered have been offered the overtime opportunity. Newly hired employees will assume the average of overtime hours, or hours worked, whichever is greater, charged in their respective overtime center upon completion of their probationary period.

The Company agrees to use a spread of 20 hours between the employee with the highest amount of overtime and the employee with the least amount of overtime in the classification in the overtime center as a guideline in assigning overtime. The Company and the Union Shop Committee will meet on May 1 and September 1, or the earliest convenient date thereafter, to review the distribution of overtime opportunities in each overtime center in question and cause steps to be taken to correct in subsequent months those situations where the spread of overtime opportunity was found to be unreasonable under all the circumstances.

No employee will be asked for overtime if the employee hours are greater than 50 hours higher than the lowest employee in their overtime classification.

There will be one (1) yearly overtime period beginning on January 1, and ending on the last scheduled work day prior to the Christmas holiday break. Any overtime opportunities offered during the Christmas holiday period will be made based on seniority and will not be averaged into the yearly record.

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## **ARTICLE VIII--REPORTING TIME**

**8.0** Except in cases of fire, flood, storm or similar circumstances beyond the Company's control or except for disciplinary reasons, when an employee so assigned reports for work at a regularly scheduled shift or scheduled overtime shift without having been previously notified not to report, he shall be given at least four (4) hours work within his classification or, if necessary, in a lower

classification at his regular rate of pay, or if no such work is available, he shall be given four (4) hours pay at his rate applicable to the hours he would otherwise have worked.

**8.1** For purpose of the foregoing section, an employee shall be considered to have been requested to report on his regular shift unless:

an authorized Company representative notifies him to the contrary by personal conversation or telephoned or telegraphed message delivered to him personally or to his last known address as shown by Company records.

*or*

the Company causes or attempts to cause radio announcements to be made of work cancellation due to fire, flood, storm or similar circumstances beyond the Company's control, in accordance with a schedule of such announcements posted from time to time on Company bulletin boards and/or published in the Company newspaper.

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## **ARTICLE IX—CALL-BACK TIME**

**9.0** Where an employee has worked on a given workday and at the Company's request returns to work more than two (2) hours before the normal starting time of his regular shift on the following workday, he shall be paid at the overtime rate applicable thereto as though he had worked continuously from the end of his regular shift, and he shall be guaranteed at least four (4) hours of work or four (4) hours' pay at such applicable rate.

Such overtime rate shall continue in effect only during that part of his scheduled shift on the following workday as is included in the guaranteed four-hour period. If the employee has worked more than eight (8) hours before his regular shift, he shall continue to receive such overtime rate if is specifically and personally requested by a Company Supervisor to continue working into such shift, or if he is assigned to a type of work which he knows or reasonably ought to know he should not leave untended without express approval of supervision and he is neither relieved by another employee nor excused by supervision.

**9.1** When an employee is notified on the fifth day of his workweek after the end of his work shift including the overtime portion thereof, or is notified on the sixth day to report for previously unscheduled work on the sixth day of the same workweek he shall be paid for all work performed on such sixth day at the appropriate rate set forth in Article VII plus an extra one—half times his regular straight—time hourly rate, but in any event not more than two (2) times his regular straight—time hourly rate.

**9.2** When an employee is specifically called-in two (2) hours or less before the start of his scheduled shift, he will be paid double-time for all hours worked.

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## **ARTICLE X—PROBATIONARY PERIOD**

**10.0** All new employees of the Company shall be deemed probationary employees for the first one hundred and twenty (120) days of their employment and such employees may be dismissed during said period for any reason. After one hundred and twenty (120) days, probationary employees shall become regular employees and shall receive seniority dating from their first date of employment.

[TOP OF PAGE](#)**ARTICLE XI—WAGES AND CLASSIFICATIONS**

**11.0** The wage rates, which shall be effective during the term of this Agreement, are set forth in Appendix “A” annexed hereto and made a part hereof which shall include progression steps, occupational titles; paid rates and labor grades are derived from the Company’s Job Evaluation System dated April 1, 1966.

**11.1** The Company shall provide the Business Representative and the President copies of all bargaining unit job classification descriptions and evaluations and extra copies as requested in a reasonable quantity.

**11.2** Employees shall be classified in the appropriate job classification description within their applicable seniority group sequence as identified in Appendix “B”.

**11.3** A Job Classification Description is defined as a written analysis showing the highlights of the job and the evaluation that serves to identify the work performed by employees so classified and indicate the level of skill, effort, responsibility and job conditions that, considered singly and in relation to each other, have determined the labor grade of the job, but which may omit related and/or similar duties which normally are a part of the job, but may have little or no effect on the labor grade.

**11.4** Descriptions of additional or new or changed job classifications will be prepared by the Company and copies furnished the Union, the Union retaining the right within ten (10) workdays or after an employee has been classified thereunder and is performing the work of such description, to make the ratings subject to the grievance and arbitration provisions of the Agreement beginning at Step 2 of the grievance procedure.

**11.5** The Company will review any job classification the Union claims has changed to the degree that such change could result in an up grading of the labor grade rating, and will notify the Union of its decision within ten (10) workdays from the date that the review was requested, the Union retaining the right to make the labor grade rating subject to the grievance and arbitration provisions of the Agreement provided any such grievance is filed within ten (10) days after the Company has notified the Union of its decision. Said request for a review shall be made by the President Any upgrading made as a result of such review will be effective as of the date such request was made in writing on a form supplied by the Company for such purposes.

**11.6** In any instance where the labor grade rating for a job classification has been lowered, employees actively classified in such job classifications will continue to receive the former rate as a personal rate, for as long as said employees holds said job classification. Such personalized rate shall continue in effect for the duration of this agreement, after which time, if the employee has not been promoted or transferred, he shall be paid the proper maximum rate of the appropriate occupational title.

**11.7** An employee claiming that he is improperly classified will have the right to have his classification reviewed. The Company will notify the Union within fifteen (15) workdays from the date the review was requested. Following this, should there be a dispute, the Union may submit the dispute to the grievance and arbitration provisions of this Agreement beginning at Step 2 of the grievance procedure. Such claims shall be made on forms supplied by the Company and shall set forth the reasons for the request.

**11.8**

(a) Notwithstanding the other provisions of this Agreement, temporary transfers from one occupational title to another in the same, higher, or lower labor grade may be made for a period not to exceed three (6) workweeks (except as noted in (b) below), which may be extended by mutual agreement. No employee shall have his rate reduced if he is temporarily transferred. When an employee is temporarily transferred to another job title, periods of temporary transfer five (5) days or over will be recorded and such periods will be credited for progression pay purposes in the job title in which the temporary work assignment is performed.

(b) Temporary transfers within the Production sequence from labor grade 08 to labor grade 05 may be made for reasonable periods of time. It is understood that for business needs overtime may be ongoing in either overtime center with the following understanding.

The employee:

1. Shall not have his rate of pay reduced.
2. Remains in his original overtime center.
3. May only work overtime in the lower grade if all permanent employees in the overtime center have been offered the opportunity to work.

(c) In the case of such temporary transfers to a higher labor grade, qualified senior employees in the occupational title shall first be requested to accept such transfers. If senior employees refuse such assignment, junior employees may be assigned. However, if a temporary transfer is made, at the request of the Company, to an occupational title in a higher labor grade, the employee so transferred shall be paid while on such assignment as if he had been promoted.

(d) Except where production schedules would be adversely affected, temporary transfers to the same or lower labor grade shall be made on a voluntary basis or by assignment of a junior employee.

(e) If a temporary transfer is expected to be of more than one (1) day's duration, the President will be notified by the Labor Relations Office. A record of such transactions will be maintained in the Labor Relations Office and a copy will be given to the President.

(f) If employees are, by mutual agreement, temporarily transferred beyond three (3) weeks to another occupational title, and if there are employees on recall to that occupational title, the employees having recall rights at the time of the extension will have their recall rights increased on a one for one basis by six (6) months.

## 11.9

(a) An employee who is assigned fifty percent (50%) or more of his time to instruct shall receive a premium of five percent (5%) of the maximum rate for his occupational title as long as he remains in such position.

(b) Group Leader. When the Company deems it necessary it may assign an employee to a group leader position. They shall receive a premium of ten percent (10%) of the maximum rate of their occupational title.

(c) When a Group Leader position within a classification becomes open, the Company

agrees to post notice of the opening for a period of three (3) work days.

(d) When an employee is promoted to an instructor, the supervisor will immediately notify the Union President

(e) Promotions to group leader and instructor positions in a classification, regardless of shift, shall be based upon ability and qualifications in accordance with Company standards, which standards shall be applied reasonably and consistently within the group. When ability and qualifications of two or more employees are, upon such application of standards, relatively equal, seniority shall prevail.

**11.10** The assignment of an employee to work out of his job classification, if his own classification is higher than that of the work assigned, shall not furnish a basis for a claim by other employees performing the lower work to such higher classification.

### **11.11**

(a) New hires will enter a progression with the range between the present minimums and the second year maximums of the agreement. Such employees will receive progression increases each twenty—six (26) weeks in an amount equal to one—sixth of the rate range but not above the maximums.

(b) Eligibility periods for automatic increases will be computed from the Monday of the week hired if hired on Monday, Tuesday or Wednesday or the following Monday if hired on Thursday or Friday.

(c) Time toward automatic increases will continue to be credited every twenty—six (26) weeks if the employee is not at the occupational title maximum while the employee is absent under the following circumstances:

- (1) Time spent on jury duty
- (2) Time spent on annual two—week military reserve duty.
- (3) Time lost because of industrial accidents.
- (4) Time lost due to employee's vacation period.
- (5) Absence during a twenty—six (26) week period if the absence period was for two weeks or less.

(d) In circumstances other than above, absence will delay the automatic progression date by the total number of days absent. If, at the time of layoff or leave of absence an employee needs less than thirty (30) additional days credit towards a total of twenty—six (26) weeks for automatic progression, the new rate will be made effective the day the employee returns to work and the remainder of thirty (30) days will be credited as accumulated time towards the next automatic progression period which will commence with the day the employee returns.

**11.12** Upon being upgraded to an occupational title with a higher maximum rate, an employee will receive on the nearest Monday an increase of ten (10) percent or the minimum of the new occupational title, whichever is higher. The effective date of upgrade commences the 4 step twenty—six (26) week automatic progression period.

### **11.13**

- (a) When an employee is downgraded at his request or due to inability, his rate on the new job will be determined as follows:
  - (i) If he held the job before, his rate will be the rate he was receiving at the time he left the job.
  - (ii) If he satisfactorily held higher jobs in the same sequence his rate will be maximum rate on the job.
  - (iii) If he had not occupied the job or been in the same sequence in a higher rated job his rate will be the step in the lower rated job that corresponds to the steps he occupied in the higher rated job.
- (b) If an employee is downgraded due to layoff, his rate will be reduced to the maximum rate of the new occupational title or left at the present rate, whichever is less. If the new rate is below the maximum, time accumulated towards an automatic progression in the previous classification will be credited towards automatic progression in the new occupational title.
- (c) If an employee is downgraded to an occupational title previously held, his rate will be at his former position or step in the rate range.

**11.14** Upon being transferred to an occupational title in the same labor grade, an employee's wage rate will remain the same and time accumulated toward automatic progression in the previous occupational title will be credited towards automatic progression in the new occupational title.

**11.15** Within the period of recall as provided in Section 18.19 if:

- (a) an employee is reinstated to the same occupational title or another occupational title in the same labor grade and seniority sequence, his rate is to remain in the same position or step in the rate range as when he ceased active employment with time accumulated in the previous occupational title credited toward the next progression increase, or
- (b) an employee is reinstated to an occupational title in a lower paid labor grade in the same seniority sequence, his rate shall be the maximum of the rate range or the same as when active employment ceased, whichever is less, with time accumulated in the previous occupational title credited toward the next progression increase, or
- (c) an employee is reinstated to an occupational title in a different seniority grouping than when active employment ceased, his rate shall be determined as for a new hire, or
- (d) general increases occurring while an employee is on lay off will be reflected in the employee's base rate at the time of reinstatement and will not affect the eligibility date of the next progression increase.

**11.16** General increases granted by the Company will not affect the eligibility dates or amounts of automatic progression increases.

**11.17** An employee who is receiving a personal rate in accordance with the provisions of Section shall not be eligible for further automatic progression.

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## **ARTICLE XII—SHIFT DIFFERENTIAL**

**12.0** Employees regularly assigned on the second, or evening shift or on the third or night shift shall be paid at the regular straight time hourly rate plus the appropriate shift differential set forth by labor grade and shift in Appendix "A" which is attached hereto and made part hereof.

**12.1** Any regularly scheduled shift which starts after 3:00 P.M. shall be considered as the second, or evening shift. Any regularly scheduled shift which starts after 11:00 P.M. shall be considered as the third or night shift.

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**ARTICLE XIII—HOLIDAYS**

**13.0** During this contract, the following shall be paid holidays for employees with the Company.

Basic	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
New Years		Tues. 1/1	Wed.1/1	Thurs 1/1
Memorial Day	Mon. 5/28	Mon. 5/27	Mon. 5/26	Mon 5/25
Independence Day	Wed. 7/4	Thurs 7/4	Fri 7/4	Fri 7/3
Labor Day	Mon 9/3	Mon 9/2	Mon 9/1	Mon 9/7
Thanksgiving	Thurs-Fri 11/22-23	Thurs-Fri 11/28-29	Thurs-Fri 11/27-28	Thurs-Fri 11/26-27
Christmas	Mon-Mon 12/24-31	Tues-Tues 12/24-31	Wed-Wed 12/24-12/31	Thurs-Thurs 12/24-31
		<u>2016</u>		
		Friday, Jan 1		

**13.1** At the Company's option, any of the above holidays which falls on a Saturday shall be observed on the previous Friday and any which fall on a Sunday shall be observed on the following Monday.

**13.2** No employee shall be paid holiday pay for any holiday if he fails to report and work all of his scheduled hours on his workdays immediately preceding and following such holiday unless he is excused by reason of personal illness, injury incurred in the course of his employment, death in his immediate family, or reason considered equivalent thereto by the Manager of Labor Relations. In the case of personal illness or injury, the Company may require medical evidence satisfactory to the Company. No claim under this section shall be allowed unless submitted by the employee within fourteen (14) calendar days after his return to work.

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

**13.4** For the purpose of this Article, a holiday shall be deemed to commence with respect to any regularly scheduled shift, at the regular starting time of such shift after 12:00 A.M. on the holiday and shall end twenty—four (24) hours thereafter.

**13.5** If a holiday falls within an employee's vacation period, such employee shall be entitled to

holiday pay as well as vacation pay.

**13.6** Employees on leave of absence or excused absence will receive holiday pay only (1) for holidays occurring in the first thirty (30) calendar days of such absence following their last workday and (2) if such absence is caused by provable illness or injury. A laid—off employee will not receive holiday pay for holidays occurring during such interruption of his active employment unless the layoff begins on the second last regularly scheduled workday immediately preceding the holiday, in which case he shall be paid for such holiday. If an employee is reinstated to work, from layoff or leave of absence on the day immediately following a paid holiday, he will be entitled to holiday pay. Temporary layoffs will not affect an employee’s right to holiday pay.

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#### **ARTICLE XIV—VACATIONS**

**14.0** Each employee who is in the active employ of the Company (that is, either actually working, on vacation, or on an excused absence of not more than two (2) weeks as of the last day of vacation in which this Agreement is in effect, and who on that date has met the following conditions) year shall be entitled, except as otherwise provided herein, to a vacation with pay for that vacation year in accordance with the following schedule:

\*Effective as of the vacation years commencing on or after August 1, 1994 for employees hired before 3-1-99, Employees hired after 3-1-99 are covered by the Paid Time Off (PTO) Policy 000000112-RP in effect on the date of this agreement.

Seniority as of end of Prior Vacation Year	Vacation Entitlement Accrual During Vacation Year
Less than 5 years	1 day for each month worked to a maximum of 10 days
5 years, but less than 12 years	1.5 days for each month worked to a maximum of 15 days
12 years, but less than 22 years	2 days for each month worked to a maximum of 20 days
22 years or more	2.5 days for each month worked to a maximum of 25 days

(a) “Vacation Year” shall mean a period of 12 consecutive months commencing on August 1 and continuing to the next July 31.

(b) “Earned Vacation” shall mean that entitlement earned in a vacation year which remains to an employee’s credit after July 31. Such entitlement is to be taken by the end of the pay period that includes August 31 of the following year at the discretion of the company. (Up to 5 unused days at the end of one year can be carried to the following year.)

(c) “Accrued Vacation” shall mean that entitlement accruing to an employee’s credit during the current vacation year.

(d) An employee who terminates before completing his probationary period shall be ineligible for any vacation pay. An employee who terminates for any reason following completion of his probationary period shall be entitled to vacation pay as specified in the above schedule accrued to the date of termination.

(e) Employee's vacation pay shall be computed on the basis of his straight—time hourly rate in effect on the day before that vacation.

**14.1** An employee who at the start of the vacation year is on leave of absence or laid off (and not on the active payroll) shall upon request, receive in lieu of vacation, accrued vacation pay in accordance with Section 14.0. His vacation pay shall be computed at his regular straight—time rate in effect upon the day on which his leave of absence or layoff commenced. Nothing in this article shall preclude an employee returning from a leave of absence or layoff during the current vacation year being granted time off without pay up to his vacation eligibility at a time mutually agreeable to the company, the union, and the employee.

**14.2** Employees who return from military leave of absence during the vacation year shall receive such vacation credit as is required by the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). General Policy and Procedure 32-4502-110.

**14.3** Employees released to the Armed Forces and on military leave of absence, other than those serving an annual training period, shall receive such vacation pay at the time such leave of absence begins and other employees on leave of absence shall receive such vacation pay as soon as reasonably possible after the start of the vacation year.

**14.4(a)** In computing any employee's vacation eligibility for purposes of Article XIV, any month in the vacation year during which he was on the active payroll, on excused absence, or on the first two (2) weeks of a leave of absence, for the scheduled workdays, occurring in sixteen (16) consecutive calendar days shall be considered as a full month's work except that the sixteen (16) days need not be consecutive if they have been interrupted by layoff.

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

**14.5** An employee on leave of absence at the beginning of the vacation year on account of an injury incurred in the course of his employment shall receive such vacation with pay as he would have been entitled to had he not been on such leave of absence after he has passed the customary Company tests to determine whether he is fit to return to work. If the employee elects to take the time off, the timing of such vacation shall be suited to the convenience of the employee unless business reasons make such timing impracticable, in which case the Company may designate the vacation period.

**14.6** Employees who retire under the retirement provisions of the Pension Plan for Hourly Employees shall be entitled to receive accrued and earned vacation in accordance with Section 14.0 during the vacation year, which vacation pay shall be paid them as soon as practicable after their retirement.

**14.7** The legal beneficiary of an employee who dies during the vacation year shall be paid the employee's accrued and earned vacation in accordance with Section 14.0.

**14.8** Vacations of up to two (2) weeks shall be compulsory. For vacations extending beyond two (2) weeks, the company will, after agreement of the company, the union, and the employee pay to an employee the amount of vacation pay in excess of up to three (3) weeks, to which he is thereto entitled without granting him a vacation. If all parties are not in agreement then the employee must take the vacation

**14.9** If a paid holiday falls in an employee's vacation period, the employee's vacation period can be extended.

**14.10** Employees whose regular schedule (exclusive of overtime) consists of less than thirty (30)

hours per week shall receive vacation pay on the following basis:

(No. hours in regular weekly schedule) / 40 x

(Appropriate pay specified in Section 14.0) = Vacation Pay

**14.11** Employees with 25 years of continuous service will be given one paid personal day during each calendar year or part thereof occurring after completion of such service. This day may be taken at the employee's discretion when scheduled in advance and approved by his/her supervisor.

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## **ARTICLE XV—DEATH IN THE IMMEDIATE FAMILY**

**15.0** An employee shall be compensated for time lost from work at his /her straight time hourly rate:

(a) Not exceeding three (3) days because of the death of of any of the covered relationships per the Company plan as outlined in the GP&P 000000178-RP. The three (3) days shall normally be limited to three (3) successive days, including the day of the funeral. The time off with pay may be taken at a later date to conduct business immediately associated with the death if the employee offers evidence satisfactory to the company to support the need for the absence. Pay shall be granted only for these days of absence which fall within the employee's regular work schedule.

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

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

**15.3** No claim under this Article XV shall be allowed unless submitted within fourteen (14) calendar days after the employee's return to work from the absence caused by the death of a member of his immediate family as specified in this Article.

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## **ARTICLE XVI—ABSENCE AND LEAVE OF ABSENCE**

An employee who finds it necessary to be absent without having received advance permission is required to notify the Company during the first working day of absence when practicable to do so, or in an emergency, as soon thereafter as possible of the reason for and the probable duration of the absence. This notification should be by telephone call to his foreman or department head or designee within the first half hour of first shift and prior to start of second or third shift. In the event he is unable to speak personally with his foreman or department head or designee, then by telephone call to the personnel office.

**16.1** Excused absences may not be granted for more than two (2) weeks. In the event the original request for an excused absence covers a period of less than two (2) weeks and the employee subsequently finds that further excused leave is required, another request should be made as above. An absence extending beyond two (2) weeks is excusable only on the basis of a leave of absence.

**16.2** After completion of the probationary period, and upon approval of the Company Medical Department, an employee upon application shall be granted a leave of absence without pay for a period of up to twelve (12) months because of personal illness or disability. An employee upon

application shall be granted a leave of absence of up to ninety (90) days, renewable for an additional thirty (30) days, because of illness in the employee's immediate family. The Company may require medical evidence of the need for granting such leaves of absence or continuing them at any time. Paternal leaves shall be granted to employees (other than an employee on maternity leave of absence) with at least three (3) months continuous service at the time of application for such leave.

Said leave shall commence immediately after the birth date or date of adoption of the employee's child and shall not extend for a period of more than twelve (12) months. Maternity leaves shall be granted to employees with at least three (3) months continuous service at the time of application for said leave. Said leave shall commence at a date determined by the employee and her doctor subject to the approval of the Company's medical department and shall not extend for a period of more than twelve (12) months. Leaves of absence for personal reasons shall be granted at the discretion of the company.

**16.3** The President shall receive a copy of each approved leave of absence form.

**16.4** At the termination of a leave of absence, the employee, upon application, will be returned to his former position, if available, and may displace a more junior employee. Seniority shall continue to accumulate during a leave of absence in accordance with the following table:

<b>Plant Seniority Maximum</b>	<b>Accumulation</b>
At least 120 days but less than 6 months	6 months
At least 6 months but less than 1 year	1 year
At least 1 year but less than 5 years	2 years
At least 5 years but less than 6 years	3 years
At least 6 years but less than 10 years	4 years
At least 10 years but less than 20 years	5 years
20 years and over	6 years

**16.5** An employee who becomes a fulltime Local, District or International Representative of the Union shall be given a leave of absence without pay for so long as he serves in such office and may return to his former position at any time without loss of seniority rights and with accumulated seniority for the time spent on such leave.

**16.6** Leave of Absence Policy — Applicable to LOA's commencing after March 8, 2009.

Employees in the bargaining unit will be subject to the language of the Corporate Medical Leave of Absence Policy in effect at the time of leave, inclusive of the sections cited below that reads as follows:

- a) A MLOA may be granted in accordance with this policy when an employee has a Disability by reason of personal illness, injury, pregnancy, occupational injury or illness, or other medical-related cause.
- b) The maximum length of a MLOA is 24 months. For purposes of calculating maximum length, any employee on MLOA for more than 24 consecutive months will

be administratively terminated.

c) Employees who are on a MLOA will continue to pay the employee portion of the medical and dental insurance premiums at the active employee rate for the duration of the leave. If the employee returns to work within 90 days, the employee portion of medical and dental premiums will be collected in arrears when the employee returns to full duty in accordance with state law regarding payroll deduction. If the leave is for more than 90 days, the employee will receive direct billing for the medical and dental premiums owed.

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## **ARTICLE XVII—MILITARY AND PEACE CORPS SERVICE**

**17.0** If an employee enters into any branch of the Armed Forces or enters the Peace Corps of the United States, he shall continue to accumulate seniority with the Company during his absence to the extent provided by the appropriate Federal statute as may be applicable to him, and shall be entitled to exercise such seniority rights upon release from service provided that he shall apply and qualify for reemployment by the Company in accordance with the terms of the applicable law. With respect to employees who return from the Peace Corps, this provision shall apply only if he returns within thirty (30) days after the expiration of one two-year enlistment.

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## **ARTICLE XVIII—SENIORITY**

**18.0** For purposes of this Article, seniority represents the time each present employee commenced continuous, active service with the Company at plants recognized as the bargaining unit in Article I.

**18.1** The Company shall prepare and maintain lists of its employees according to their seniority dates as required by this Agreement, which lists shall be divided into occupational sequences of occupational titles and shall furnish initial copies thereof to the Union. The Company shall keep such lists up to date, and permit the President to inspect them from time to time on request. The rights of employees under this Article shall be determined in accordance with their relative positions on the appropriate seniority list and other provisions of this Article.

**18.2** Any employee who is injured while on duty shall continue to accumulate seniority during his absence due to such injury, and shall be reinstated, if eligible, in accordance with the provisions of Article 16.6 (b) and Article 18.15 (f), upon recovery, in his former occupational title with full seniority rights, provided he is physically and mentally qualified to do the work, and provided that his job has not been abolished in the meantime. If, by reason of the circumstances noted above, such employee cannot be reinstated in his old occupational title, as is available to him, giving him full consideration to his seniority, and for which he is qualified by reason of fitness and ability, and if the new occupational title has a lower maximum wage rate, he shall be paid the maximum rate applicable to the new occupational title.

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

### **18.4**

(a) A person once on the hourly payroll or in the bargaining unit and transferred by the Company out of the unit before April 1, 1967 to either the exempt or non—exempt salaried payrolls and later transferred back into the unit shall have all of his employment on the hourly payroll or in the bargaining unit counted in determining his

seniority, but he shall be laid off if necessary to permit the recall of any employee with greater seniority who was laid off while such person was employed outside the unit. If such person is returned to the bargaining unit and a displacement results, he may be returned only to his last hourly occupational title and may displace only an employee, if any, who has less than one year of plant seniority.

(b) A person transferred by the Company out of the bargaining unit on or after April 1, 1967 shall lose all of his seniority under this collective bargaining agreement unless he returns to active employment in the bargaining unit within thirty (30) days after such transfer. An employee who has lost his seniority hereunder and who is later transferred to the bargaining unit shall be considered as a new hire except for purposes of vacation and holiday pay eligibility and credited service under the provisions of the Pension Plan for Hourly Employees.

**18.5** Notwithstanding the other provisions of this Agreement, each regular member of the Shop Committee, the Local Union President, Vice President, Financial Secretary and Recording Secretary shall, for purposes of layoff during his official elected tenure of office, be considered the most senior employee in his occupational title, and if there is no work available under his occupational title, he shall exercise his displacement rights. During his term of office, each steward shall, for purposes of layoff and remaining on his shift, be considered the most senior employee in his occupational title except for any member of the Shop Committee or above named Local Union Officer who may be in the same title. Upon relinquishment of his office, each of the aforesaid persons shall revert to the position on the seniority list to which his seniority entitles him, and shall be laid off if necessary to permit the recall of an employee with greater seniority who was laid off while such person held office. Members of the Shop Committee and above named Local Union Officers shall have preference for assignment to the first shift.

**18.6** An employee shall cease to have any rights based on seniority if he:

- (a) quits his employment, or
- (b) is discharged or released for cause, or
- (c) has been laid off and his recall rights have expired, or
- (d) fails to return upon the expiration of a leave of absence, or
- (e) engages in other work without consent of the Company and the Union while on leave of absence, or
- (f) without notice or proper excuse, is absent all of the days he was scheduled to work within a period of seven (7) calendar days commencing with the first day of each absence; but the foregoing shall not be construed as limiting the Company's right to discharge for excessive absenteeism, or
- (g) upon being notified of recall, he fails to comply with the provisions of paragraphs 18 and 20 hereof, or
- (h) retires.

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

**18.8** The occupational titles referred to in this Agreement are those set forth in Appendix "B" and such others as may be added during the term of this Agreement in the manner provided herein. The

term “Occupational Sequences” means the groupings of related occupational titles.

**18.9** The Company shall assign new or changed occupational titles into the occupational sequences and the Union may protest such assignments within fifteen (15) workdays after such assignments have been made. Such protests will be processed from Step 2 of the grievance procedure.

**18.10** The term “Trial Period” applies to that length of time during which an employee who is reclassified to a different occupational title may be returned to his former occupational title.

**18.11** The “Trial Period” applies to a length of time which has been established for each occupational title not to exceed one year. An employee who has been reclassified into a job not previously held, shall not be credited with full seniority for the purpose of establishing recall rights in his new occupational title until he has completed the trial period.

He may exercise seniority rights in his new occupational title against an employee who has less seniority. His seniority shall otherwise continue to accumulate during such trial period.

The trial periods shall be as follows:

<b>Labor Grade</b>	<b>Trial Period</b>
1-3	None
4-6	3months
7-9	6months
10 and over	12 months

For the purpose of calculating the trial period for each occupational title, all time spent in a title over the previous 36—month period will be counted, excluding temporary upgrades, unless the employee previously held the position.

**18.12** For purposes of this Agreement, the term “layoff” means a reduction in the number of employees in a given occupational title on a shift due to lack of work in such occupational title. In the event of a layoff, the displacement rights of employees affected are those set forth in Section 18.15 of this Agreement. It is agreed that the following situations shall not constitute layoffs and accordingly shall not be governed by the layoff provisions of this Article.

- (a) A change whereby work performed on one shift is to be performed on a different shift in which case the employees will be assigned in accordance with the provisions of Article XX.
- (b) A change in the number of employees in a given occupational title on a shift due to the promotion of one or more employees.
- (C) An employee may be temporarily laid off for good cause and for not more than two (2) calendar weeks without being subject to this procedure. Junior employees in the occupational sequence on the shift and in the department shall be the first to be affected by any temporary lay—off. When it is practicable to assign temporarily the most senior employees affected by such a temporary layoff to other available work which they are capable of performing, the Company agrees to make such assignments and the employee shall be paid his rate or the rate of the assigned job, whichever is higher. The President shall be given written notice whenever this clause is invoked.
- (d) Each layoff arising out of a cancellation of a Government contract or a cancellation of a subcontract or purchase order under a Government contract may, for one (1) week, be considered a temporary layoff, during which time the Company and the Union shall consult as to the application of this Article. The President and the affected employees shall be notified as soon as possible of any temporary layoffs and

the reasons therefore.

**18.13** In the case of permanent layoffs, the Company shall give to the President and the employees initially affected not less than five (5) working days' notice of the names and occupational titles of employees initially to be affected by the layoff in the department where the layoff is to begin. Additionally, the Company will alert the same number of most junior employees in the bargaining unit of the possibility of their being affected by the initial layoff. An employee who does not exercise displacement rights will receive at least one workday's notice before ceasing active employment.

(a) In the event of a layoff, in a classification, the Company will consider volunteers to replace the employees affected in the initial layoff when it is determined that the efficiency of the operation is not affected. Employees may elect their status as volunteers by submitting a form to the Labor Relations office, which will take effect after seven (7) calendar days. Every effort will be made to accept volunteers by seniority. The volunteer will be entitled to all contractual rights as if he had been involved in the initial layoff, with the exception of recall rights.

**18.14** For purposes of displacing less senior employees, there is a presumption (except as to security clearance) in favor of the employee's ability to perform the work of his occupational titles in his occupational sequence, by virtue of his classification therein, except such occupational title or titles from which he has been removed by reason of inability to perform the work.

(a) In the event of a layoff, the employee affected may displace only an employee with less seniority in an occupation for which the employee is qualified. Employees with the same seniority date shall be laid off according to the last four (4) digits of their Social Security numbers, those with the lowest numbers to be the first laid off.

(b) The steps in layoff listed below are to be applied in numerical order to the first point at which an employee can displace another employee. If he refuses to exercise his displacement rights at that point, he may accept separation from active employment with the right to be recalled in accordance with other Sections of this Article, provided that he will be recalled only to fill an occupational title on a shift from which he was laid off, unless he notifies the Labor Relations Department in person or by registered or certified letter that he desires to be considered for vacancies on other shifts.

(c) An employee may continue through the steps of the layoff procedure to attain the shift he prefers.

(d) The following steps shall be followed when a layoff occurs:

Step 1 An employee affected by layoff may displace in the order of his plant seniority the most junior employee having the same occupational title on his shift; or if there is none, then

Step 2 An employee having more seniority than another employee in his occupational title on another shift shall have the option of displacing such junior employee in his occupational title; or if there is none, then he shall proceed to Step 3.

Step 3 He shall have the right to displace a junior employee, regardless of shift, in the highest rated job within his own sequence provided that he has met the qualifications for such occupation; or, if there is none, then he shall proceed to Step 4. If the employee elects not to exercise the option of moving to a higher rated job within his sequence, he shall forfeit the

opportunity to exercise Step 4(c) below.

Step 4 (a) He shall have the right to displace a junior employee, regardless of shift, in a lower labor grade closest to his own in his sequence; or (b) may displace a junior employee in the highest rated most recent occupational title held in which he completed the trial period, provided such level is higher than that to which he would go in his own sequence; or (c) may displace a junior employee in the highest rated job in another sequence, regardless of shift, provided he has met the qualifications for such occupation and such level is higher than that to which he would go in his own sequence or higher than that to which he has already completed the trial period; or, if there is none, then he shall proceed to Step 5.

Step 5 An employee who is the most junior in his occupational sequence may exercise his seniority and displace a junior employee in the Sweeper/Janitor, classification, provided he can do the work.

(e) No employee shall be required to exercise displacement rights but may accept separation for lack of work.

(f) Whenever a layoff affects an employee who is on excused absence or leave of absence, his seniority rights will not be processed until he returns to work. If, at that time, such employee has no displacement rights or refuses his displacement rights, his recall period shall begin as of the date of the original layoff.

(g) An employee may not exercise displacement rights to an occupational title from which he was removed for inability.

(h) When an employee is processed to a lower labor grade as a result of a layoff, he shall continue to receive the rate of pay in effect at the time of layoff for twelve calendar weeks from the date of layoff, provided he continues in the active employ of the Company and, provided further, he continues to work in a lower labor grade. This provision shall not apply to the employees subsequently laid off or bumped during the twelve-week period

**18.16** At the time of his layoff, an employee must specify on a form supplied to him those shifts for which he is available for recall purposes. Except from the shift from which he was initially displaced, he shall be offered recall only to shifts so specified unless he notifies the Labor Relations Department in person or by registered or certified letter of his availability for work on other shifts.

**18.17** In the event of an increase in the number of employees in an occupational title, employees on layoff status from the occupational title shall be given the first opportunity to return thereto in the order of their seniority (except as may be otherwise provided in this Agreement), provided that an employee laid off and in active employment may be held in the occupational title occupied in a layoff if, in the reasonable opinion of the Company, the efficient operation of the department would be seriously impaired by his retransfer because of availability of a suitable replacement and he will be paid the rate of pay to which he would have been entitled had he been returned to his former occupational title until he is replaced.

Laid off employees will have recall rights to those job classifications against which they had displacement rights, but not to those classifications against which they refused displacement.

Recall lists by sequence will be established to job classifications in labor grade 03 containing, in order of seniority, names of employees on layoff to the street as well as those who have bumped into other jobs and are actively employed. Recalls will be made from the combined list. Active

employees who refused lateral recall will be charged with having refused a recall in accordance with Section 18.18. Employees who return from the street will be required to accept labor grade 03 job classifications as assigned by the Company.

**18.18** When a laid off employee is requested to return to the occupational title from which he was severed or to another occupational title in the same or a higher paid labor grade, he shall be notified of the fact, and in the case of an employee not on the active payroll, by telephone, by telegram or registered mail sent to his last known address, and the Union shall be notified. If such employee notifies the Company within two (2) days (excluding Saturdays, Sundays and holidays) after the receipt of the notice of his intention to comply or accept, the job shall be held open until he can report for duty, but not longer than five (5) days (excluding Saturdays, Sundays, and holidays) after the date of his reply. If no such reply is received by the Company within two (2) days (excluding Saturdays, Sundays and holidays) after the receipt of the notice or if he fails to report for duty within the five (5) day period stated above, then the Company may proceed to fill the vacancy. An employee's name shall be stricken from the seniority list if he fails to report for work within the above time limit after his second notice of recall provided that the second recall occurs at least thirty (30) days after the first. If the employee notifies the Company within the time limits defined above of his desire but inability to return to work because of illness or injury, the vacancy shall be otherwise filled by the Company, but the employee's name shall not be removed from the recall list in that particular instance because of his failure to give the appropriate notice or to report to work as stipulated in the preceding sentence, provided he substantiates his illness or injury to the satisfaction of the Company's Medical Department on a medical certificate furnished by the Company; in which event he shall be treated for seniority purposes only as if he were on a leave of absence. Nothing in this paragraph shall be construed to extend the recall period to which any employee was entitled at the time of layoff.

**18.19** Recall rights for employees laid off to the street shall expire in accordance with the following table unless the Company and Union have agreed in writing to a different arrangement for any unusual circumstances affecting a particular employee. (An employee laid off to another classification or classifications who remains on the payroll shall retain his recall rights to the classification or classifications from which he was laid off.)

<b>Plant Seniority</b>	<b>Recall Period</b>
At least 120 days but less than 6 months	6 months
At least 6 months but less than 1 year	1 year
At least 1 year but less than 5 years	2 years
At least 5 years but less than 6 years	3 years
At least 6 years but less than 10 years	4 years
At least 10 years but less than 20 years	5 years
20 years and over	6 years

**18.20** No employee's name shall be removed from the recall list if, at the time of recall, he was told that the Company could reasonably anticipate less than four (4) weeks of work for him. This section shall affect only an employee's recall period and is not a guarantee of any amount of work.

**18.21** Any laid-off employee who is not on the active payroll, whose recall rights have not expired, shall be considered for openings not filled by other provisions of this agreement. Such employees must have qualifications expected of newly hired employees.

**18.22** The President will be provided with two copies of a list of employees entering or leaving the bargaining unit on a weekly basis if practicable but, in any event, not less frequently than semimonthly.

[TOP OF PAGE](#)**ARTICLE XIX—PROMOTION**

**19.0** The filling of vacancies in the bargaining unit shall be in accordance with the provisions of this Article.

**19.1** Individual occupational titles which involve related job skills, knowledge and techniques are grouped together into job families which are called “Occupational Sequences.” Appendix B contains the occupational sequences.

**19.2** The Company and Union have developed the occupational sequences to allow maximum promotional opportunity for employees classified therein.

**19.3**

(a) Promotion of employees shall be based on seniority provided that each employee in order of seniority has the necessary ability, qualifications and capabilities in accordance with Company standards, which shall be applied reasonably and consistently. Consideration for promotion will be in accordance with the following:

The employee who has the greater seniority, and who is qualified, shall be the first eligible for promotion, and shall include employees who have been laid off to the street who are pre-qualified.

(b) A vacancy on a shift which would result in a promotion, shall be filled by the senior qualified employee in the same classification on a different shift unless there is a qualified senior applicant.

(c) All promotions will have interviews where the company will evaluate the qualifications of the candidates.

**19.4** Employees who desire to be considered for promotion may file with their supervisor for prompt forwarding to the Labor Relations Department, on appropriate forms to be supplied by the Company, application for change in occupational title, indicating the occupational titles preferred and the qualifications possessed for the work of such or other occupational titles. An employee will be permitted to bid laterally or to down bid when the different sequence to which he bids contains a job classification in a higher labor grade than the job classification that the employee currently occupies, provided that he has completed the trial period in his current occupation. A list of job openings will be displayed openly on appropriate bulletin boards. Such listing shall include the date that the job requisition was initiated for purposes of determining shift transfer eligibility. Such job openings will remain posted for a period of three (3) work days. Priority of consideration for transfer shall be governed by the employees date of hire. An employee may have on file three such requests at any given time. Any request for transfer shall have a validity of only 6 months from the date of its filing. The responsibility for renewing shall be on the employee. The Company shall maintain a list of such applicants and, as employment opportunities arise which are not filled by operation of other sections of this Agreement, shall consider the applicants on the basis of qualifications expected of newly hired employees. The Union shall be advised of all vacancies filled by operation of this Section.

(a) Notwithstanding Article 19.4, Employees who can no longer perform the duties of their classification to the standards expected of them shall be permitted to bid on any job openings with the consent of the Labor Relations Manager, which consent shall not

be unreasonably withheld.

**19.5** The President may periodically review the open employment requisitions and applications for change of occupational title which will be maintained in the Labor Relations Department. In addition, a weekly list of open occupational titles in the bargaining unit shall be displayed on appropriate bulletin boards.

**19.6** An employee who accepts a promotional opportunity will be considered in a trial period in accordance section 18.11. It is understood that during this period the employee will be given sufficient training to familiarize him with his new occupational title. In the event the Company decides that the employee is not satisfactorily performing the new job or the employee decides that he prefers his previous occupation, he will be returned without prejudice to his previous occupational title. If the employee voluntarily returns to his previous job, he will not be considered for promotion to the same occupational title for a period of six months.

Employees bidding into a level 03 occupation may not voluntarily revert to their previously held job under the provisions of this article.

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## **ARTICLE XX—SHIFT CHANGES**

**20.0** Where it is necessary to transfer employees from one shift to another, such changes will be on a voluntary basis in the order of seniority or, if necessary, the employee with the least seniority will be so assigned. If such least senior employee does not accept the opportunity to move to the new shift, he shall have no displacement rights at the time of such change, but shall cease active employment and shall have the right according to his seniority to be recalled thereafter to his same occupational title on the same shift on which he worked.

**20.1** If an employee transfers voluntarily or by assignment to a different shift, he will normally be given ten (10) days notice except in cases of an emergency that negatively impacts the efficient operation of the department. At no time will he be given less than five (5) days notice.

**20.2** The operation of this Article shall not prevent the Company from assigning new employees to the first shift for training period of up to one month.

**20.3** For purposes of ascertaining relative seniority under this Article, seniority shall govern.

[TOP OF PAGE](#)

## **ARTICLE XXI—DISCHARGE AND DISCIPLINE**

**21.0** No employee shall be discharged or disciplined without good and sufficient cause.

**21.1** Should there be any dispute between the Company and the Union concerning the existence of good and sufficient cause for the discharge or discipline, such dispute may be adjusted as a grievance and taken up at Step 3 of the grievance procedure.

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## **ARTICLE XXII—ADJUSTMENT OF GRIEVANCES**

**22.0** Any difference as to the interpretation of this Agreement in its application to a particular situation, or as to whether it has been observed or performed, shall be a “grievance” under this Agreement, and except for violations of Article XXXIII, the procedures provided for herein shall be

the exclusive remedies available to the Company, the Union and to the employees, for the adjustment of such grievances.

**22.1** All grievances beyond Step 1 involving employee claims shall be in writing on forms provided by the Company and shall be signed by all employees claiming rights thereunder.

**22.2** In an effort to adjust employee grievances by mutual agreement, they shall be presented in the following order and within the following time limits:

Step 1 The employee (with or without his steward) shall promptly bring his oral grievance to his foreman. If such grievance is not settled within two working days, then

Step 2 It shall be reduced to writing, signed by the employee, and taken up by the President with the appropriate Department Head and the Labor Relations Manager. The written grievance must set forth a statement of grievance and the article or section of the Agreement which is claimed to be violated. If such grievance is not settled within seven working days at this Step, then

Step 3 It shall be taken up with the Director of Labor Relations (or his delegate) by the Shop Committee and the Business Representative within five working days after the answer at Step 2.

**22.3** An extension of time in rendering a decision in Steps 2 and 3 may be allowed by mutual agreement between the parties involved. An extension beyond the thirty (30) days referred to in Section 22.5 may be allowed by mutual agreement. If the parties fail to reach a mutual agreement to extend the time limits referred to above, the grievance shall be considered abandoned after ninety (90) days.

**22.4** Grievances involving Union claims of violations of Union rights or those involving Company claims of violations of Company rights shall be presented in writing and in reasonable detail by either party desiring resolution through these procedures to the other in Step 3 above.

**22.5** Any arbitrable grievance (as further defined herein) which cannot be satisfactorily disposed of the representatives of the Company and the Union in the manner hereinbefore provided may be submitted to arbitration by either party notifying the other in writing thirty (30) days after the conclusion of any meeting or mutually agreed to adjournment thereof under Step 3, of its intention to submit such grievance to arbitration. In order to be arbitrable the grievance must allege a direct violation of the express purpose of the contractual provision in question, rather than of an indirect or implied purpose, and must involve a bona fide dispute concerning the meaning or application of such provision.

The Union and the Company, within ten (10) days of the mailing of the above described notice of intention to arbitrate shall agree upon a mutually satisfactory arbitrator. If the parties cannot agree upon an arbitrator, the matter shall be referred to the American Arbitration Association for the selection of an arbitrator pursuant to its Rules and Regulations. The question of arbitrability, if raised by either party, may, by agreement of the parties, be submitted to arbitration.

The decision of the arbitrator upon an arbitrable matter properly before him shall be final and binding upon both parties and any employees involved, unless arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law. The findings of the arbitrator with respect to questions of fact if supported by substantial evidence on the record considered as a whole shall be conclusive.

**22.6** The arbitrator shall render his award within thirty (30) days after the close of the hearing and the parties agree to comply with any award rendered under the terms of this Agreement as soon as

practicable after such award is rendered.

**22.7** There shall be no suspension of work while any grievance is in the process of adjustment or arbitration. The fee and expenses of the arbitrator shall be borne equally by the parties.

**22.8** Nothing contained herein deprives an individual employee of rights granted him by law. If a grievance is processed without Union participation, the facts of said grievance will be furnished to the Union which may, if it so requests, be represented at the adjustment of any such grievance.

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### **ARTICLE XXIII—SHOP COMMITTEE**

**23.0** The Company recognizes and will deal with the accredited members of the Shop Committee and Stewards in all matters relating to the adjustment of grievances under Article XXII. The Shop Committee and representatives of the Company shall meet at reasonable intervals, normally weekly, whenever unresolved third step grievances are pending.

**23.1** The Union shall furnish the Company with a list of the names of the members of the Shop Committee which shall consist of the President, who shall also be the Shop Chairman, the Vice President, and three (3) other members. In addition, the Union shall keep the Company informed of the identity of the Stewards who shall not exceed seven (7) in number unless the total population, second or third shift, increases to a level of need. The Shop Committee shall designate an adjoining area assigned to each Steward (which areas shall not overlap). The Union shall notify the Company of any change in such list. There shall be two (2) alternate members of the Shop Committee who will serve in the absence of any of the designated regular members.

**23.2** Stewards may interrupt their work during working hours for reasonable periods of time without loss of pay, solely for the investigation and handling of grievances arising within their assigned areas. Before interrupting their work, they shall receive the permission of their work supervisor to conduct Union business, and report back when the business is accomplished. The date, duration and general nature of the Union business shall be recorded on a suitable form issued by the Steward's supervisor. Stewards, when entering another Supervisors area, shall notify that Supervisor of the name of the person they wish to see or, the operation they wish to view.

**23.3** The President may conduct his activities with respect to grievances at such times as may be reasonable under the circumstances, but he shall not be paid by the Company for time devoted to such activities outside of his regularly assigned shift. In all other respects, he shall be guided by the rules of conduct applicable to Stewards as set forth in Section 2 hereof. The President shall be assigned to the first shift.

**23.4** The powers and authority of Shop Committee and Stewards shall be confined to those set forth in this Article and in Article XXII (Grievances).

**23.5** Members of the Shop Committee (who are also the Negotiating Committee) shall be paid for time lost from their regularly scheduled shifts when excused by the Company for the purpose of discussing grievances or negotiating.

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### **ARTICLE XXIV—NONBARGAINING UNIT WORK**

**24.0** The Company agrees that production and maintenance work normally performed by employees for whom the Union has been recognized as collective bargaining agent are not to be performed by members of supervision. However, there are occasions when supervisors will properly

be required to perform such work. For example, when a supervisor wishes to instruct a member of the bargaining unit in the performance of certain work, it is proper for him to demonstrate how the work should be done. In an emergency, when no qualified member of the bargaining unit is available in the plant, it is appropriate for supervision to perform such work. Where the emergency does not require immediate action, attempts shall be made to call back or call in members of the bargaining unit. If for any reason, bargaining unit members refuse work offered to them and no qualified bargaining unit member is available, then supervision may appropriately perform such work. In any event, the appropriate Union representative shall be notified of the circumstances as soon as possible. There are other occasions when such work by supervision is appropriate. Generally speaking, however, it is the job of the supervisor to supervise.

**24.1** This section shall not be construed to affect engineering or technical employees in the performance of appropriate engineering or technical duties.

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## **ARTICLE XXV—SUBCONTRACTING**

**25.0** The Company agrees that, during the term of the Agreement, it will not subcontract work for the sole purpose of laying off bargaining unit employees. This is not intended to require the Company to violate any policies or contract requirement of agencies of the U.S. Government.

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## **ARTICLE XXVI—SAFETY**

**26.0** The Company has endeavored to equip its plants and plan its operation so that employees will not be subjected to unreasonable risks of accidents or injuries. The Union will foster safety consciousness among the employees and will cooperate with the Company to the end that maximum safety will be achieved. The Stewards of the Union are authorized to bring to the attention of the Company's Safety Committee conditions in their areas which present unreasonable hazards to the safety of employees. The President shall be the Employee Representative for purposes of the Occupational Safety and Health Act of 1970.

**26.1** The Company shall provide transportation home to an employee who becomes disabled by illness or injury while at work.

**26.2** The Company agrees that the Union's Safety Officer will be furnished with appropriate safety information.

**26.3** Eligible employees required to wear safety shoes will receive a credit of \$91.00 every two years to use with the Company provided Safety Shoe Service beginning 3-1-11.

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## **ARTICLE XXVII—WASH UP TIME AND BREAKS**

**27.0** Employees shall be permitted to stop work on Company time for five (5) minutes before every meal period and before quitting time for the purpose of washing up. Employees must stay at their place of work until the start of these periods and will not leave the work area or washroom area until the quitting time signal is given.

**27.1** Employees shall be permitted to stop work on Company time for ten (10) minutes in every four (4) hour work period.

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**ARTICLE XXVIII—BULLETIN BOARDS**

**28.0** The Company shall place enclosed bulletin boards at appropriate locations in the plant on reserved sections of which Union notices only may be posted. All such notices shall first be signed by the Union and approved by the Company, which will have access to such enclosed bulletin boards.

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**ARTICLE XXIX—PLANT VISITS**

**29.0** The business of the International Representative and the Business Representative of the Union, if any, is with the Company's Director of Labor Relations, but they shall be permitted, subject to governmental security regulations, to enter the plant, when necessary, upon application to the Labor Relations Department.

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**ARTICLE XXX—MAINTENANCE OF PRIVILEGES**

**30.0** The informal privileges enjoyed by the employees prior to the date of this Agreement which are listed below will not be denied to them because of signing of this Agreement unless the parties mutually agree to changes or have specifically waived any of these privileges.

- (a) The Company will continue to maintain vending machines at locations which it deems appropriate.
- (b) Since 1—1—93, smoking is prohibited in all of the Divisions buildings.
- (c) A grace period of three (3) minutes will be allowed before a pay deduction is made if an employee is tardy. This allowance is intended to be a privilege for employees who are normally punctual and is not intended to encourage tardiness.
- (d) The Company shall be free to take disciplinary action if these privileges are abused.

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**ARTICLE XXXI—JURY DUTY**

**31.0** An employee who has completed his probationary period and who is required by proper court order or summons to be absent from work in connection with jury duty will be paid the difference between the gross fee he received from the court and the earnings he would have received for his regularly scheduled eight (8) hour shift had he not been required to be absent from work. In order to qualify for such pay, employees called for jury duty will be expected to report for work on those days when their services are not required on the jury and also to return to work when they are excused from jury services early enough to make such action practicable.

**31.1** When employees on the second or third shift are scheduled to serve on jury duty, arrangements should be made between the employee and his supervisor as to whether or not he will work during his jury duty period. If the employee elects not to work, he shall be entitled to differential pay as in the case of a day shift employee. If the employee elects to work during his jury duty period no

differential pay will be allowed, since the employee will be entitled to retain all jury duty pay as well as his Company pay.

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#### **ARTICLE XXXII—MILITARY RESERVE DUTY**

**32.0** An employee who has completed his probationary period and who serves up to two weeks on annual active duty as a member of a state or federal military reserve component shall, upon presenting the appropriate proof, be paid the difference between his taxable military pay and the straight—time wages he would have earned during his regularly scheduled workdays had he not been absent from work.

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#### **ARTICLE XXXIII—STRIKE AND LOCKOUT**

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

- (a) the Union shall immediately declare publicly that such action is unauthorized; and
- (b) the Union shall promptly order its members to cease such action, and shall subject all such members in violation hereof to disciplinary measures, the Union to be the judge of the disciplinary measures appropriate; and
- (c) the Union shall not question the right of the Company to discipline or discharge employees for engaging in, participating in, or encouraging such unauthorized action, and shall agree that such discipline and discharge shall not be considered a violation of this Agreement by the Company; provided that an issue of facts as to whether or not any particular employee has engaged in, participated in, or encouraged any such unauthorized action may be subject to the grievance procedure hereunder.

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#### **ARTICLE XXXIV—PICKET LINES**

**34.0** The Company will not require the employees to cross any picket line established on or in front of the premises in a labor dispute between the Company and any of its employees at any of the facilities recognized in Article I not covered by this Agreement. The individual or concerted refusal to pass such picket line shall not constitute grounds for discipline, nor shall a concerted refusal to pass such a picket line constitute a stoppage or strike within the meaning of this Agreement.

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#### **ARTICLE XXXV—SAVINGS CLAUSE**

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

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#### **ARTICLE XXXVI—INSURANCE AND PENSIONS**

**36.0** The Company agrees to continue in effect the present Group Life Insurance and an option for a Health Maintenance Organization (HMO) or a Comprehensive Medical Plan, and Accident and Sickness Insurance and to install a Long Term Disability Insurance Plan on the basis outlined in descriptive booklets which have been distributed to employees and subject to the specific terms and conditions of the various contracts between the Company and its various insurance carriers.

**36.1** All eligible employees covered by this Agreement shall receive pensions in accordance with the terms of the Raytheon Pension Plan for Hourly Employees dated April 1, 1967, and incorporated herein by reference.

**36.2** These benefits shall be available to employees on the effective day of their employment.

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#### **ARTICLE XXXVII—SICK LEAVE**

**37.0** Upon completion of the one hundred and twenty (120) day probationary period, employees hired before 3-1-99 shall be eligible for paid sick leave in accordance with the following except that employees hired after 3-1-99 are covered by the Paid-Time-Off (PTO) Policy GP&P 000000112-RP in effect on the date of this agreement..

a) The sick leave year shall run from January 1 to December 31.

(b) Employees who have ten (10) or more years of seniority on January 1 shall be credited with nine (9) days of sick leave eligibility.

(c) Employees who have less than ten (10) years of seniority on January 1 shall be credited with seven (7) days of sick leave eligibility. Those employees who reach ten (10) years of seniority between January 1 and December 31, shall be credited with two (2) added days of sick leave eligibility when they reach ten (10) years of seniority.

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

**37.2** Sick leave allowance shall be paid only when the employee notifies the Company in accordance with Section 16.0 of his absence because of personal illness. The Company may require proof of illness. Sick leave allowance can be taken through the pay period that includes December 31st.

**37.3** Each employee who is on the active payroll, on layoff or on leave of absence at the end of the sick leave year who has not received his maximum sick leave allowance as set forth in this article for that year shall be paid an amount equal to his unused sick leave at his base rate of pay in effect at the end of the sick leave year.

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## **ARTICLE XXXVIII—DURATION AND EFFECT**

**38.0** This Agreement shall be effective as of the first date stated in this Agreement, and shall remain in effect until 12:01 a.m. February 27, 2016, and shall be automatically renewed thereafter from year to year unless notice of termination or a desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date.

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

**38.2** If a notice of a desire to modify or change this Agreement is given in accordance with the above Section 38.0 and negotiations should continue beyond March 3, 2012, any amendment subsequently agreed upon in such negotiation shall be retroactively effective to February 27, 2016. If agreement on proposed amendments has not been reached by February 27, 2016 and neither party has given a notice of termination as provided in the above Section, either party may terminate this Agreement, as of a date forty (40) days after the mailing by certified mail to the other party of a notice in writing of such intention to terminate it.

**38.3** For the period during which it is effective in accordance with the above Sections, this Agreement amends and supersedes and entirely replaces all previous agreements and understandings respecting wages, hours, and working conditions of employees in the unit as above defined. Except as is otherwise provided in Section 38.4 hereof, it constitutes the entire agreement and understanding between the Company and the Union on all matters which are properly the subject matter of collective bargaining.

**38.4** Either party may at any time propose specific amendments to this Agreement or the parties may mutually agree on amendments and the effective date thereof, provided that neither party shall be obliged to consider such proposed amendments. Amendments, modifications and additions to this Agreement shall be evidenced by Letters of Mutual Intent which shall be signed by the Director of Labor Relations for the Company and the appropriate representative for the Union as the representatives of the parties duly authorized to do so. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein, and neither party shall be bound by any informal understanding, agreement or practice supplementing this Agreement, which has not been set forth in a Letter of Mutual Intent, nor shall the arbitration procedure, provided in Article XXII of this Agreement, be available for the resolution of any dispute respecting the rights of the parties growing out of any such informal understanding, agreement or practice.

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## **APPENDIX B- SENIORITY GROUPINGS**

PORTSMOUTH FACILITY

PORTSMOUTH, RHODE ISLAND

Effective: March 3, 2005

## **OCCUPATIONAL SEQUENCES AND TITLES CODE NO.**

**1. PRODUCTION**

Production Specialist	08—1 769
Production Process Specialist	05—3552

**2. TEST**

Electronic Circuit Board Tester	12—394 1
Systems Tester/Calibrator	11—4010
Electro—Mechanical Tester	06—4503

**3. MACHINE SHOP**

E&D Machinist	12—0602
Welder	11—4747
E&D Sheet Metal Fabricator	11—6203
Precision Inspector/Calibrator	09—4349

**4. MAINTENANCE TRADES**

Electrical	12—5846
Plant Rep A (HVAC)	11—5604
Plumber	11—5882
Carpenter	10—5862

**5. MAINTENANCE**

Plant Maint. Rep B	10--5736
Sewage Treatment Plant	07—5559
Plant Yard Maint. Worker “A”	07—6036
Material Specialist	06—5107
Janitor	03—5992

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LETTERS OF INTENT

**SEXUAL HARASSMENT**

JOINT STATEMENT OF

RAYTHEON COMPANY AND

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS, LOCAL LODGE NO. 587

ON

**SEXUAL HARASSMENT**

March 2005

Raytheon Company and I.A.M., Local Lodge No. 587, jointly affirm that sexual harassment by employees or members is not compatible with the mutual objectives of an effective and productive

organization and violates the principles of non—discrimination which are strongly supported by both parties.

Raytheon Company and I.A.M., Local Lodge No. 587, agree that the following conduct is not to be tolerate in the workplace: unwelcome sexual advances, requests for sexual favors, verbal or physical conduct of a sexual nature which unreasonably interferes with an individual's work, or which substantially creates a sexually hostile, intimidating, or offensive work environment, or other forms of sexual harassment.

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

RAYTHEON COMPANY

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,  
LOCAL LODGE NO. 587

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JJM—23—78 March 12, 1978

**ENVIRONMENTS HEALTH AND SAFETY**

JOINT STATEMENT OF

RAYTHEON COMPANY AND

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS, LOCAL LODGE NO. 587

ON

ENVIRONMENTS HEALTH AND SAFETY

March 2005

Raytheon Company and 1AM 587 jointly affirm their mutual commitment to environmental, health, and safety excellence and the protection of people, property, and the environment. We agree to adhere to the highest standards for the safe operation of our facilities.

At the Naval Integration Center, we will strive for and actively support the following principles:

- Reduce injuries and illnesses toward our goal of a zero injury culture.
- Strive to prevent pollution and preserve natural resources.
- In the areas of health and safety, continuously improve processes, products, and services aimed at reducing risks.
- Protect facility and equipment infrastructure from unsafe conditions which could negatively impact the health of our workers and interrupt the operation of the business.
- Encourage employee participation in health and safety programs and support community

outreach.

· Demonstrate our commitment to these goals through regular meetings of the Executive Steering Committee which will include Union leadership. This Committee will provide guidance and resources for all employees in their efforts to achieve these goals.

RAYTHEON COMPANY INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS, LOCAL LODGE NO. 587

JJM—26—78 March 16, 1978

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JJM—26—78 March 16, 1978

### **Maintenance Subcontracting**

Dear Mr. Capobianco:

This shall be considered a Letter of Mutual Intent on the above mentioned subject.

When the Company subcontracts maintenance work, the Company will give the Union written notice of the subcontract. The notice will contain the following information:

1. The name of the subcontractor
2. The scope of the work
3. Whether the subcontractor is union or non—union
4. The duration of the work
5. Estimated cost

This notice will be given in advance whenever practicable.

If this letter accurately sets forth your understanding of our agreement, will you kindly execute the enclosed copy of this letter underneath the words “ACCEPTED AND AGREED” and return the executed copy to the undersigned.

Very truly yours,

RAYTHEON COMPANY

John J. Mahon

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JJM—23—78 March 12, 1982

**Article 21--DISCIPLINE**

Dear Mr. Capobianco:

This will be considered a Letter of Mutual Intent on the above mentioned subject.

During our 1982 Negotiations, it was agreed that when an employee is to receive discipline for violation of Company rules, that employee's Union Steward (if available) will be invited as an observer to attend the disciplinary meeting.

If this letter accurately sets forth your understanding of our agreement will you kindly execute the enclosed copy of this letter underneath the words "ACCEPTED AND AGREED" and return the executed copy to the undersigned.

Very truly yours,

RAYTHEON COMPANY

John J. Mahon

Director of Labor Relations

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JJM—2—90 March 2, 1990

**Maintenance/Furniture Moves**

JJM:94/001

February 25, 1994

Re: Maintenance Sequence Dear Mr. Capobianco:

During the 1994 negotiation the parties agreed for administrative purposes to designate a Maintenance Sequence containing skilled tradesmen, semi skilled and unskilled classifications. The parties further agreed entry into the Electrician, Plumber, Carpenter, Plant Equipment Maintenance/Repairer A, Plant Equipment Maintenance/Repairer B or Sewage Treatment Plant Attendant classifications require appropriate licenses, certificates and the ability to meet the requirements and qualifications of a newly hired employee.

Very truly yours,

RAYTHEON COMPANY

John J. Mahon

Director of Labor Relations

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**Overtime List**

April 4, 1997 JRC:97:

This shall be considered a Letter of Mutual Intent on the above mentioned subject.

During the 2012 negotiations the parties agreed to the implementation of an overtime availability list. All employees currently on the list will be assumed to want to stay on the list until such time that they notify their supervisor and steward of their desire to be removed from the list. IF an employee asks to be removed from the list, they can elect to be re-instated at the next overtime period by notifying their supervisor and steward 2 weeks prior to the beginning of the next overtime period.

Very truly yours.

Arthur R. Osborn, Jr.

Division Labor Relations

Raytheon Electronic Systems

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### **Company Vehicle**

Dear Mr. Capobianco:

This shall be considered a Letter of Mutual Intent on the above mentioned subject.

The current practice, whereby a level 7 (Plant Yard Maintenance Worker A) is assigned the daily task of transporting maintenance employees and delivery of stock will not be altered. However, the use of Company Vehicles by other maintenance and management employees in the performance of other tasks consistent with their job description and duties will continue.

If this letter accurately sets forth your understanding of our agreement, will you kindly execute the enclosed copy of this letter underneath the words "Accepted and Agreed" and return the executed copy to the undersigned.

Very truly yours,

James R. Cato, Manager

Division Labor Relations

Raytheon Electronic Systems

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RGH—06--92 March 5, 1992

### **New Technology**

Dear Mr. Capobianco:

This shall be considered a Letter of Mutual intent on the above mentioned subject.

The Company and the Union agree that it is to their mutual benefit and a sound economic goal to

utilize the most effective machines, processes, methods and/or materials. In this way, the Company will be able to compete effectively in the marketplace and, thereby, provide economically secure jobs for its employees.

The Company will periodically provide a briefing to the Union of the Company's plan for the introduction of new technology which may affect the employees. During these briefings, the Company will inform the Union of anticipated schedules of introduction of new technology, and will identify areas of skill impacts. The Union, and its representatives, will protect the confidentiality of Company sensitive and proprietary information disclosed in the briefings.

If this letter accurately sets forth your understanding of our agreement, will you kindly execute the enclosed copy of this letter underneath the words "ACCEPTED AND AGREED" and return the executed copy to the undersigned. Very truly yours,

RAYTHEON COMPANY

Robert G. Hennemuth Jr.

Labor Relations Consultant

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JJM—1 2—92 March 6,1992

### **Reinstating Employee After Leave of Absence**

Dear Mr. Capobianco:

This shall be considered a Letter of Mutual intent on the above mentioned subject.

When the Company is informed that an employee on industrial or non—industrial LOA is able to return to work with medical restrictions and is prepared to do so on voluntary basis, the following procedure will be followed:

1 Employee will be scheduled for a RTW physical.

2 Consistent with his medical restrictions, employee will be returned to his classification. If medically necessary, employee may work a schedule less than forty hours for the purpose of work hardening; such a reduced schedule will not exceed 90 days unless extended by mutual agreement. If an employee remains unable to work a normal forty hour schedule at the end of ninety days, he will revert to his prior status.

3 An employee capable of returning to work but unable to perform the work of his classification either due to his medical restrictions or his seniority will be reinstated and processed in accordance with the layoff procedure to a job he can perform. The Company will not reinstate such employees whose seniority rights or medical restrictions would cause them to be processed back to the street. An employee processed to a lower rated job will receive the rate of the job he performs, supplemented by workers compensation and LTD in accordance with the law and the terms of the policy. In no event will the employee receive less than he would have received if he had remained on LOA.

4 An employee reinstated to a lower rated job who is subsequently affected by a layoff and bumps to the street will revert to his prior status and receive workers compensation and LTD benefits as determined by the state law and the terms of the LTD policy.

5 Once an employee is capable of performing the work of his original classification, he will be reinstated to said job in the same manner as if he were returning from LOA, and will be treated in accordance with his rights under the collective bargaining agreement.

6 Company agrees that when it reinstates an employee to work on reduced hours, it will not layoff an employee as a result thereof until the returning employee has resumed a normal forty hour week.

The above agreement does not apply to employees required by the Company to return to work on a non-voluntary basis, which will be handled in accordance with the parties' collective bargaining agreement. Very truly yours,

RAYTHEON COMPANY

Robert G. Hennemuth Jr.

Labor Relations Consultant

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JJM:94/001 February 25, 1994

**Maintenance Sequence**

Dear Mr. Capobianco:

During the 1994 negotiation the parties agreed for administrative purposes to designate a Maintenance Sequence containing skilled tradesmen, semi skilled and unskilled classifications. The parties further agreed entry into the Electrician, Plumber, Carpenter, Plant Equipment Maintenance/Repairer A, Plant Equipment Maintenance/Repairer B or Sewage Treatment Plant Attendant classifications require appropriate licenses, certificates and the ability to meet the requirements and qualifications of a newly hired employee.

Very truly yours,

RAYTHEON COMPANY

John J. Mahon

Director of Labor Relations

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March 14, 1994 Level 03

**Open Requisition**

Dear Mr. Capobianco:

This will be considered a Letter of Mutual Intent on the above mentioned subject.

When filling a level 03 position, equal consideration will be given to the following:

1 Employees with recall rights to the open requisition

2 Employees currently classified in the same title as the open requisition in an off shift

3 Employees who have rights to the 03 classification who are currently laid off on the street

4 Employees who have applied for the job in accordance with the provision of Article XIX of this agreement

The employee with the greatest Company seniority will be the first eligible to fill the position. If this letter accurately sets forth your understanding of our agreement will you kindly execute the enclosed copy of this letter underneath the words "ACCEPTED AND AGREED" and return the executed copy to the undersigned. Very truly yours,

RAYTHEON COMPANY

John J. Mahon

Director of Labor Relations

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April 4,1997 JRC:97:

### **Machine Shop**

This shall be considered a Letter of Mutual Intent on the above mentioned subject.

During the 1997 Negotiations, the parties agreed that the Machine Shop Occupational Sequence contained skilled trades which require current education, apprenticeship experience or certification. The parties further agree that future candidates for these jobs must meet those requirements in order to be promoted, transferred, hired or laid-off into Machine Shop Occupational Sequence positions.

If this letter accurately sets forth your understanding of our agreement, will you kindly execute the enclosed copy of this letter underneath the words "Accepted and Agreed" and return the executed copy to the undersigned.

Very truly yours,

James R. Cato, Manager

Division Labor Relations

Raytheon Electronic Systems

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### **Temporary Layoff**

Dear Mr. Capobianco:

When management determines based on business decisions, to implement a temporary layoff, it will

ask employees by seniority, in a classification affected by a legitimate lack of work, to accept a temporary layoff not to exceed two (2) consecutive calendar weeks. those employees accepting may not be subjected to more than one two—week temporary layoff in a calendar year until all others in the same classification have been asked. A form, to be signed by the employee, the Union President or his designee, the Manager of Labor Relations and the Supervisor, will be provided for those employees desiring to utilize this agreement.

In addition the parties agree to the following provisions:

1. Employees will not be averaged into the overtime list upon returning from a temporary layoff provided they return to the same classification from which they were temporarily laid off.
2. Employees on temporary layoff will be allowed to bid on posted job openings. It is the sole responsibility of the employees to have knowledge of any openings.
3. The Company will not force any employee utilizing this agreement to return to work prior to the end of the temporary layoff period.
4. While on a temporary layoff, an employees contractual rights regarding benefits will remain intact in their entirety.
5. Should it become necessary to conduct a permanent layoff and temporary layoff simultaneously, only employees with sufficient seniority to avoid being placed on the permanent layoff list will be offered the temporary layoff.

Very truly yours,

Raytheon Company

Lawrence S. Kviklys, Manager

Division Labor Relations

Raytheon Systems Company

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## **LTD**

Dear Everett:

This letter shall be considered a Letter of Mutual Intent within the meaning of Section 35.3 of our Collective Bargaining Agreement dated February 26, 1994; and an agreement pursuant to the LTD side agreement of February 24,1994.

1. Employees have the option of selecting benefits and premiums for 50% of base pay or 60% of base pay.
2. Employees receiving LTD benefits shall continue to pay their premiums in order to stay in the program.

3. Employees who return to work, full duty without restrictions, must work three months before a recurrence of the same disability will be considered a new disability.
4. First phase under the LTD program shall terminate upon expiration of eighteen months from the last day worked.
5. LTD benefits shall be coordinated with early retirement benefits. Retirement benefits shall be primary and LTD will pay a supplement if early retirement benefits do not meet the applicable level of LTD benefits under the plan. The combination of early retirement and LTD benefits shall not exceed the benefits payable under the LTD plan.
6. The payment of LTD benefits for any disability related to stress, mental or nervous conditions shall be terminated upon expiration of two (2) years from the date of disability unless, at the expiration of the two (2) year period, the employee is being treated as an inpatient in a hospital or clinic or is being treated in a "Help Line" approved mental health program and remains in the program.
7. LTD benefits shall be exclusive of disabilities caused by industrial accidents, injuries or illnesses. If there is a dispute as to the industrial causation, the employee may collect LTD subject to a lien that would repay the LTD trust in full if workers' compensation benefits are found to be due and owing. In no instance shall an employee receive workers' compensation benefits and LTD benefits at the same time for the same disability.

James Nichols

February 23, 1999

JJM-223-99

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### **Pay Continuance**

Dear Mr. Corey:

This shall be considered a Letter of Mutual Intent on the above-mentioned subject.

1. Pay Continuance Eligibility:

a) An employee will be eligible for pay continuance benefits if the employee:

1. is involuntarily laid off;
2. has exhausted all bumping rights subject to any voluntary restrictions;

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

1. on a disciplinary suspension;
2. the lack of work is caused by events beyond the Company's control, such as power failure, act of God, or any work stoppage whether or not sanctioned by the Union;

3. the employee has, during the term of the collective bargaining agreement, already received the maximum pay continuance as set forth below.

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

<b>Length of Service</b>		<b>Maximum Duration of Pay Continuance</b>
<b>At Least</b>	<b>Less Than</b>	
-	5 years	4 workweeks
5 years	10 years	6 workweeks
10 years	15 years	8 workweeks
15 years	20 years	10 workweeks
20 years or more		12 workweeks

3. Calculation of Entitlement: Entitlement is based on the number of full years completed, or partial years of service in excess of 1,000 hours within a calendar year, at the time the employee is placed on pay continuance. The occurrence of the anniversary of the employee's service date during a period of salary continuance does not lengthen the entitlement. The pay continuance benefit maximum is per each period of the collective bargaining agreement. Employees who are on pay continuance during a period which overlaps the end of one collective bargaining agreement and the beginning of a successor agreement shall be entitled to an additional pay continuance maximum benefit once the employee has been recalled to active employment and continues to be employed for not less than sixty (60) calendar days.

4. Holidays During Pay Continuance: Holidays occurring during a period of pay continuance are not to be used to extend the period.

5. Vacation Entitlement: Vacation entitlement is paid in a lump sum at the completion of the period of pay continuance and is based on an employee's last day worked.

6. Computation of Continuance Pay: Employees will be paid on the basis of the number of hours regularly scheduled up to a maximum of 40 hours per week. Rate of pay will be the employee's regular weekly base straight time hourly rate in effect as of the last day worked plus any applicable premiums.

7. Payment of Pay Continuance: The pay continuance period begins on the first working day following the last day actually worked. However, if this day is a paid holiday, the employee receives the paid holiday and the pay continuance begins on the next working day.

8. Benefits: The Company agrees to continue medical/vision and dental benefits during the pay continuance period at the same contribution rate as active employees. During the term of this collective bargaining agreement, the Company agrees to provide an additional 90 days of medical and dental benefits thereafter at no cost to the employee. Employees who have exhausted their maximum pay continuance and benefits, as set forth above during a previous lay off during the term of the collective bargaining agreement, shall be entitled to 30 days medical and dental benefits for each subsequent lay off period.

Very truly yours,

Raytheon Company

James Nichols

Director of Labor Relations

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### **Medical Utilization**

Dear Mr. Corey:

During the 2012 negotiations, the Company and the Union discussed the issue of medical utilization for both salaried employees and the employees represented by IAM Local Lodge 587 as well as their dependants. As a result of these discussions, the Company agreed to make the same medical and pharmaceutical benefits available to both populations for the same costs as long as both populations maintain the same designs.

Both the Company and the Union recognize the significant impact that higher medical utilization has upon the costs for both the represented and non-represented groups. They further recognize that programs promoting healthier lifestyles - Nutrition, weight control, exercise, smoking cessation, safety awareness and improvements in general health education and awareness significantly reduce the necessity for certain medical treatments and/or pharmaceutical usage.

Therefore, the company and the Union agree to:

- Actively support and promote bargaining unit members and their dependents to take a Health Risk Assessment available on WEB-MD on a strictly confidential basis.
- Actively support and promote participation in the Integrated Healthy Management project in conjunction with Company Benefit Plan
- Actively support and promote participation in company wide Wellness initiatives and incentives on a pass-through basis.
- Encourage employees to select healthful choices in the dining centers. the company will work with its food service providers to educate employees on the nutritional content of their selections.

Very truly yours,

Raytheon Company

Arthur R. Osborn Jr.

Director of Labor Relations

Date 2/28/12

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## **MNPL**

Dear Mr. Corey:

This shall be considered a Letter of Mutual Intent on the above-mentioned subject.

During our recent negotiations, it was agreed that the company would implement automatic payroll deductions for the Machinist Non-Partisan Political League (MNPL), for those employees who authorize such deductions.

If this letter accurately sets forth your understanding of our agreement, will you kindly execute the enclosed copy of this letter underneath the words "Accepted and Agreed" and return the executed copy to the undersigned.

Very truly yours,

Raytheon Company

James Nichols

Director of Labor Relations

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## **Flex Time**

Dear Mr. Corey,

Following discussions during the 2005 negotiations, the Company and Union agreed to consider the following language and rules regarding requests for flex time.

The Company will give consideration to employees with serious personal problems who request some accommodation during the employee's normal shift. This will be done on a case by case basis.

Ground Rules:

- Examples of serious personal problems are: child/family care, transportation, or doctor's appointment.
- Requests have to be consistent with the efficient operation of the cost center
- Requests must be temporary in nature
- Work related education needs will be considered
- Requests are to be approved in advance
- Flex time should not result in a change of shift.

If this letter sets forth your understanding of our agreement, will you kindly execute this letter by signing underneath the words "Accepted and Agreed".

Very truly yours

Raytheon Company

E Timothy O'Brien

Director of Labor Relations Northeast

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### **Change Notification**

Dear Mr. Corey:

This shall be considered a Letter of Mutual Intent on the above mentioned subject superseding the previous Letter of Intent dated February 20, 2001

During the 2005 negotiations, it was agreed that communication between the parties would remain as follows:

The union president or his designee will be notified in writing by plant management or Labor Relations of each job posting, shift change, recall, new hire, or lay-off prior to implementation. In addition, the president will be notified of each recall refusal or change to an employee's recall designation.

When a recall or promotion occurs, a Recall/Promotion slip will be signed by the employee and witnessed by both parties in order to document the action being taken.

If this letter accurately sets forth your understanding of our agreement, will you kindly execute the enclosed copy of this letter underneath the words "Accepted and Agreed" and return the executed copy to the undersigned.

Very truly yours,

Raytheon Company

E Timothy O'Brien

Director of Labor Relations Northeast

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### **Snow Removal**

Dear Mr. Corey,

The Company proposes to modify the language and rules regarding snow removal effective with the new Company and Union agreement.

When the Seapower Capability Center experiences periods of inclement weather producing ice and snow, it is critical to have a snow removal plan in place. This plan must assure the safety of all employees and access to buildings and parking lots. Our mutual understandings and processes for snow removal are as follows:

1. Normal Business Hours Snow Removal: Plant Yard Maintenance Worker A's (level 7) will be the first classification assigned for snow removal during normal hours as part of their normal duties and responsibilities. All other requests for snow removal during normal business hours will be made by seniority on a voluntary basis from the maintenance sequences 5 & 5 respectively. Offers to employees in the 06-5107 classification will be limited to the snow call-in list.
2. Scheduled overtime requests will be offered in the following order. The first offers will be afforded to all level 7's 10's followed by all employees in sequences 4 and 5 on the snow list in order of seniority.
3. Call-ins for snow removal will be made from the snow call-in list that will be comprised of employees from the maintenance trades (sequence 4) and maintenance (sequence 5) titles that voluntarily choose to sign on. This list will be generated in mid October and updated in mid January for sign on and off purposes. Any exceptions to these sign on periods must be approved by both parties and would include anyone contractually entering the sequence by layoff, recall, etc.
4. Employees on the snow call-in list will be called for snow removal in the following order: Plant Yard Maintenance Worker A (level 7's); Plant Equipment Maintenance Repairer B (Level 10's); and all other employees by seniority from Sequences 4 and 5.
5. Repeated refusals will result in suspension from the snow call-in list.
6. Scheduled overtime in levels 7 and 10's will be charged to their normal overtime list.
7. Overtime hours for snow call-ins will be recorded on a separate overtime list for Level 7's and 10's. These hours will not be incorporated into the normal overtime list for equalization purposes
8. All overtime hours for all others on the snow list will be neither charged nor recorded

Very truly yours

Arthur R. Osborn Jr.

Director of Labor Relations Northeast

Raytheon Company

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