

COLLECTIVE BARGAINING AGREEMENT

Between

SPIRIT AEROSYSTEMS, INC.

and the

INTERNATIONAL UNION

**United Automobile, Aerospace & Agricultural Workers
of America (UAW)**

and

LOCALS 952 AND 1558 THEREOF

Effective December 19, 2010



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

FOREWORD

During the 2010 negotiations, the Parties to this contract discussed the ever increasing challenges in the aerospace and defense marketplace. There is mutual recognition by both parties that the challenges in the marketplace will continue requiring fundamental changes in the workplace.

The parties recognize that the success of any business is dependent on the full commitment and involvement of its employees, and that successful organizations understand that people want to be involved in decisions that affect them, care about their jobs, are concerned about what customers expect, care about each other, take pride in themselves and in their contributions, want to fully utilize their skills and abilities, and share in the success of their efforts.

Both parties recognize that job security can only be realized in a work environment that creates operational effectiveness, continuous improvement and competitiveness. This Agreement has been constructed so as to maximize the likelihood of realizing these objectives in regard to the intent and spirit of this Agreement. Consistent with the objectives set forth above, the parties will work together in a cooperative manner.

Job Security

The Union and the Company understand and agree that they have a strong and mutual interest in the long-term financial success and growth of the Company's Oklahoma operations. An essential component of that success and growth is the maintenance of a strong, highly skilled, and sustainable workforce in Oklahoma consistent with the Company's need to remain viable and cost competitive over the long term in the global aerospace industry.

A long-term agreement gives Company customers assurance of future stability and enables the Company to expand current programs and pursue new programs to be placed in Tulsa and McAlester. In making program decisions, the Company's intent over the long term will be to maintain and, if possible, expand the workforce in Tulsa and McAlester. The Company considers the maintenance of a strong, highly skilled workforce in Tulsa and McAlester to be an important Company priority.

Cooperative and Collaborative Relationship

The Company and the Union believe that a relationship built on cooperation and collaboration is beneficial to the company and its employees. This Forward describes the processes that have been put in place to further this cooperative and collaborative relationship. It is agreed that the Company and the Union may discuss suggestions, issues, or other matters either party wishes to present, provided that neither party shall be bound to act upon any item presented or modify or change any provision of this Agreement.

1 The Company and the Union have committed to jointly develop an interdependent,
2 mutually beneficial partnership in order to achieve the highest levels of quality and
3 productivity possible. This partnership is based on a commitment to create a new era in
4 labor-management relations. The key goals of the partnership are to improve
5 participation, flexibility, productivity, quality and financial performance of the Company
6 while enhancing earning opportunities, long-term employment, job satisfaction and safety
7 for employees.

8
9 **Regular Meetings**

10 To further this cooperation and collaboration, the parties shall meet regularly to discuss
11 and brief each other on issues and concerns that may affect the overall efficiency of the
12 plant and the well-being of the members of the UAW bargaining unit.
13 Quarterly, the Company shall brief the Local Presidents, the Bargaining Committee, and
14 a representative of the International Union on the Company's general economic status.
15 Annually, the Bargaining Committee, the Local Union Presidents, two Floor
16 Committeepersons, and senior Company Management shall participate in a leadership
17 retreat at the UAW Training Facility in Black Lake, Michigan for the purposes of
18 discussing the health of the collaborative relationship and participating in facilitated
19 training in collaborative work teams. The Company shall pay all travel and meeting
20 expenses including travel time from departure to arrival from the Company to Black
21 Lake, and the return trip.

INDEX

1	INDEX	PAGE
2	ARTICLE	
3		
4	FOREWORD	i
5	ALPHABETICAL INDEX.....	iv
6	PREAMBLE	x
7	ARTICLE 1 RECOGNITION	1
8	ARTICLE 2 UNION SECURITY	2
9	ARTICLE 3 UNION DEDUCTIONS	4
10	ARTICLE 4 UNION OFFICIALS	8
11	ARTICLE 5 RIGHTS OF MANAGEMENT	18
12	ARTICLE 6 WAGES AND JOB CLASSIFICATIONS	19
13	ARTICLE 7 HOURS OF LABOR	29
14	ARTICLE 8 DISCIPLINE.....	37
15	ARTICLE 9 GRIEVANCE, APPEAL AND ARBITRATION PROCEDURE.....	39
16	ARTICLE 10 LEAVES OF ABSENCE.....	44
17	ARTICLE 11 ILLNESS AND HEALTH.....	47
18	ARTICLE 12 MILITARY SERVICE	49
19	ARTICLE 13 SENIORITY	51
20	ARTICLE 14 HOLIDAYS	77
21	ARTICLE 15 EARNED TIME OFF	83
22	ARTICLE 16 GROUP INSURANCE & RETIREMENT PLANS	85
23	ARTICLE 17 HEALTH AND SAFETY	89
24	ARTICLE 18 NOTICES.....	94
25	ARTICLE 19 MISCELLANEOUS	95
26	ARTICLE 20 QUALIFICATIONS AND ENFORCEMENT	99
27	ARTICLE 21 STRIKES AND LOCKOUTS	100
28	ARTICLE 22 PROPRIETARY WORK	101
29	ARTICLE 23 PARTNERSHIP AND JOINT PROGRAMS	106
30	ARTICLE 24 PERIOD OF AGREEMENT	109
31	EXHIBIT A INITIATION FEE AND DUES DEDUCTION AUTHORIZATION	111
32	EXHIBIT B AUTHORIZATION FOR DEDUCTIONS	113
33	EXHIBIT C BENEFITS	114
34	EXHIBIT D JOB CLASSIFICATIONS & RATE RANGES	115
35	EXHIBIT E MEMORANDUM OF UNDERSTANDING REGARDING EARLY	
36	RETIREMENT	116
37	EXHIBIT F MEMORANDUMS OF UNDERSTANDING.....	117
38	EXHIBIT G LETTERS OF UNDERSTANDING	133
39		

ALPHABETICAL INDEX

Section Title	Article	Article Title	Page
2010 Lump Sum Award	6	Wages and Job Classifications	22
2011 Lump Sum Award	6	Wages and Job Classifications	22
2013 Lump Sum Award	6	Wages and Job Classifications	22
2015 Lump Sum Award or Base Wage Adjustment	6	Wages and Job Classifications	23
401(K) Plan	16	Group Insurance & Retirement Plans	86
Active Duty in Armed Forces for Training and Service	12	Military Service	49
All Plants	13	Seniority	51
Anniversary Date	15	Earned Time Off	84
Anticipated Vacancy	22	Proprietary Work	101
Application of Seniority-Union Representatives	13	Seniority	67
Arbitration Hearings and Jurisdiction of the Arbitrator	9	Grievance, Appeal and Arbitration Procedure	41
Arbitration Procedure	9	Grievance, Appeal and Arbitration Procedure	40
Arbitration Proceeding	9	Grievance, Appeal and Arbitration Procedure	43
Article 17 - Health and Safety	Exhibit F	Memorandum of Understanding	131
Attendance Policy	Exhibit F	Memorandum of Understanding	123
Authorization for Deductions (Exhibit B) page 113	3	Union Deductions	7
Authorized Leaves of Absence	10	Leaves of Absence	44
Bargaining Committee	4	Union Officials	12
Bargaining Committeepersons (Plants with More Than 999 Employees)	4	Union Officials	11
Bargaining Committeepersons (Plant With 200 to 999 Employees)	4	Union Officials	10
Bargaining Committeepersons, Wage/Seniority Coordinator (Plant With Less Than 200 Employees)	4	Union Officials	10
Base Rate	6	Wages and Job Classifications	19
Base Rate Changes Due to Rate Minimum Changes	Exhibit F	Memorandum of Understanding	121
Base Rate Ranges	6	Wages and Job Classifications	19
Benefits	Exhibit C	Benefits	114
Bereavement And Special Pay Provision	7	Hours of Labor	36
Breaking of Seniority	13	Seniority	68
Bulletin Boards	19	Miscellaneous	95
Call-In Earned Time Off	15	Earned Time Off	84
Candidate Pool	22	Proprietary Work	102
Communications to Employees	24	Period of Agreement	110
Company Service	15	Earned Time Off	84

Section Title	Article	Article Title	Page
Company Shares	6	Wages and Job Classifications	22
Computation of Credit	15	Earned Time Off	83
Contingency Matters	7	Hours of Labor	30
Continuous Service	15	Earned Time Off	84
Contributions to UAW V-Cap	3	Union Deductions	5
Converted Employees	13	Seniority	54
Core Health Plan	Exhibit F	Memorandum of Understanding	119
Cost of Living Lump Sum Payment	6	Wages and Job Classifications	24
Credit Union Deductions	7	Hours of Labor	3
Definition	9	Grievance, Appeal and Arbitration Procedure	39
Definitions	6	Wages and Job Classifications	19
Definitions	22	Proprietary Work	101
Determination of Cost of Living Lump Sum Payment	6	Wages and Job Classifications	24
Discharge Procedure	8	Discipline	37
Discipline Procedure	8	Discipline	37
DNA Testing	Exhibit G	Letters of Understanding	135
Dues Deduction Authorization	Exhibit A	Initiation Fee and Dues Deduction Authorization	111
Duration	24	Period of Agreement	109
Early Retirement	Exhibit E	Memorandum of Understanding	116
Excused Absences For Union Business	7	Hours of Labor	33
External Assistance	19	Miscellaneous	97
Filling of Job Vacancies	13	Seniority	57
Filling Proprietary Job Vacancies	22	Proprietary Work	101
Former Boeing Employees	13	Seniority	52
Gain Share Plan	6	Wages and Job Classifications	21
General Provisions	9	Grievance, Appeal and Arbitration Procedure	41
General Provisions	22	Proprietary Work	104
General Provisions Concerning Union Representatives	4	Union Officials	15
Grievance Steps	9	Grievance, Appeal and Arbitration Procedure	39
Grievances That May be Initiated at Step 3	9	Grievance, Appeal and Arbitration Procedure	43
Holidays	14	Holidays	77
Inability to Perform	13	Seniority	53
Incomplete Day's Work	7	Hours of Labor	32
Indemnification of Company	3	Union Deductions	6
International Union Officials - Access to Plant	4	Union Officials	8
Inventions	19	Miscellaneous	95

Section Title	Article	Article Title	Page
Inverse Seniority Layoff and Recall (ISL)	13	Seniority	54
Investigatory Interviews—General Provisions	8	Discipline	38
Investigatory Interviews	19	Miscellaneous	95
Job Bidding Information	13	Seniority	74
Job Classification and Rate Ranges	Exhibit D	Job Classification and Rate Ranges	115
Job Classifications	6	Wages and Job Classifications	19
Job Combination Training	Exhibit G	Letters of Understanding	134
Job Combinations	Exhibit G	Letters of Understanding	136
Job Descriptions	6	Wages and Job Classifications	27
Job Descriptions	Exhibit F	Memorandum of Understanding	120
Job Progression Increases	6	Wages and Job Classifications	23
Joint Health Committee	19	Miscellaneous	98
Joint Oversight Committee Initiatives	23	Partnerships and Joint Programs	107
Joint Union-Company Oversight Committee	23	Partnerships and Joint Programs	106
Jury Examination	7	Hours of Labor	34
Jury Service	7	Hours of Labor	34
Layoffs for Extended Periods	13	Seniority	53
Leave of Absence Condition	10	Leaves of Absence	46
Leaves of Absences General Provisions	10	Leaves of Absence	45
Limitations on Loan Outs	13	Seniority	64
Long-Term Incentives	6	Wages and Job Classifications	22
Lost Time	7	Hours of Labor	32
Machinist Bench	Exhibit G	Letters of Understanding	133
Management of Company	5	Rights of Management	18
Master Mechanic/Master Bonder De-Selection	6	Wages and Job Classifications	26
Master Mechanic/Master Bonder Overtime Balancing	6	Wages and Job Classifications	27
Master Mechanic/Master Bonder	6	Wages and Job Classifications	25
Master Mechanic/Master Bonder Shift Assignments	6	Wages and Job Classifications	26
Master Mechanic/Master Bonder Pay	6	Wages and Job Classifications	26
Master Mechanic/Master Bonder Selection	6	Wages and Job Classifications	26
Measurement of Seniority	13	Seniority	51
Medical Formal Leaves of Absence - Non-Industrial Illness or Non-Industrial Injury	10	Leaves of Absence	45
No Discrimination	19	Miscellaneous	96
Non-Bargaining Unit Employees	19	Miscellaneous	97
Notifications - Employees	13	Seniority	66
Notifications - Union	13	Seniority	65
Off-Site Assignment of Bargaining Unit Employees (All Plants)	13	Seniority	70
Other Leaves	10	Leaves of Absence	45

Section Title	Article	Article Title	Page
Outsourcing	19	Miscellaneous	96
Outsourcing, Subcontracting, and External Assistance	19	Miscellaneous	96
Overtime Rotation for Master Mechanic/Master Bonder	Exhibit F	Memorandum of Understanding	122
Partnerships and Joint Programs	23	Partnerships and Joint Programs	106
Paydays	7	Hours of Labor	33
Pensions	16	Group Insurance & Retirement Plans	85
Performance Bonus	6	Wages and Job Classifications	20
Performance Bonus and Gain Share Plan	6	Wages and Job Classifications	20
Personal - Formal Leaves of Absence	10	Leaves of Absence	44
Personal - Informal Leaves of Absence	10	Leaves of Absence	44
Plant Areas	4	Union Officials	13
Posting and Bidding	13	Seniority	59
Preferential Reinstatement	13	Seniority	60
Premium Pay	7	Hours of Labor	29
Priorities	13	Seniority	57
Probationary Period	13	Seniority	52
Process Specialist	Exhibit F	Memorandum of Understanding	126
Productivity Standard	8	Discipline	38
Proprietary Committee	22	Proprietary Work	105
Qualifications	20	Qualifications and Enforcement	99
Rate Range and Wage Increases	6	Wages and Job Classifications	19
Re-affirmance and Re-opener	24	Period of Agreement	109
Recall of Employees	13	Seniority	57
Reclassified Employee Base Rate	6	Wages and Job Classifications	23
Regular Hours	7	Hours of Labor	29
Regular Quarterly Posting	13	Seniority	74
Remittance to the Union	3	Union Deductions	6
Representation	22	Proprietary Work	103
Responsibilities of the Alternate Floor Committeeperson	4	Union Officials	13
Responsibilities of the Chairperson of the Bargaining Committee	4	Union Officials	14
Responsibilities of the Floor Committeeperson	4	Union Officials	13
Responsibilities of the Vice-Chairperson of the Bargaining Committee	4	Union Officials	15
Rest Periods	7	Hours of Labor	33
Rotational Overtime	Exhibit F	Memorandum of Understanding	117
Sabotage	19	Miscellaneous	95
Safety	17	Health & Safety	89
Safety- Access to Medical and Exposure Records	17	Health & Safety	92
Safety- Education and Training	17	Health & Safety	92

Section Title	Article	Article Title	Page
Safety- Employee Rights	17	Health & Safety	92
Safety- Hazard Control	17	Health & Safety	93
Safety- Monthly Meetings	17	Health & Safety	93
Safety- PPE	17	Health & Safety	93
Safety- Protection From Harmful Materials	17	Health & Safety	93
Safety- Right to Refuse Unsafe Work	17	Health & Safety	92
Safety-Access to Medical Treatment	17	Health & Safety	92
Scheduling of Seniority Movements	13	Seniority	55
Section 19.6 - Outsourcing, Subcontracting and External Assistance	Exhibit F	Memorandum of Understanding	132
Section 7.1(d) - Contingency Matters	Exhibit F	Memorandum of Understanding	130
Self-Directed Work Teams	Exhibit F	Memorandum of Understanding	124
Seniority	13	Seniority	51
Seniority Definitions	13	Seniority	51
Seniority General Provisions	13	Seniority	72
Seniority Movement at Time of Excess	13	Seniority	52
Settlements	9	Grievance, Appeal and Arbitration Procedure	40
Severability	24	Period of Agreement	110
Shift Differential	7	Hours of Labor	30
Shift Transfers	13	Seniority	63
Short Term Disability Application	Exhibit F	Memorandum of Understanding	129
Skills Demonstration Exercises	13	Seniority	69
Smoking On The Job	7	Hours of Labor	33
Solicitation, Coercion, Discrimination	3	Union Deductions	7
Special Posting	13	Seniority	74
Specific Performance	20	Qualifications and Enforcement	99
Standard Shift Hours	7	Hours of Labor	31
Step 1	9	Grievance, Appeal and Arbitration Procedure	39
Step 2	9	Grievance, Appeal and Arbitration Procedure	39
Step 3	9	Grievance, Appeal and Arbitration Procedure	39
Step 4 Pre-Arbitration	9	Grievance, Appeal and Arbitration Procedure	40
Strikes and Lockouts	21	Strikes and Lockouts	100
Strategic Briefing		Partnership and Joint Programs	108
Subcontracting	19	Miscellaneous	96
Successorship	24	Period of Agreement	110
Suspension of Recall Rights	13	Seniority	58
Suspension of Upgrade Rights	13	Seniority	58
Temporary Layoffs	13	Seniority	52
Termination of Company Obligation	3	Union Deductions	6

ARTICLE 1

RECOGNITION

Section Title	Article	Article Title	Page
Time Limit to Process Grievance	9	Grievance, Appeal and Arbitration Procedure	43
Time Limitation as to Back Pay	9	Grievance, Appeal and Arbitration Procedure	43
Time Limits	9	Grievance, Appeal and Arbitration Procedure	42
Training Duty by Training Duty Reservists	12	Military Service	49
Transfers	22	Proprietary Work	103
Transfers and Loan Outs	13	Seniority	61
Transfers Out of the Bargaining	13	Seniority	64
Transfers within the Bargaining Unit	13	Seniority	61
UAW Retirement and 401(k) Benefits-Summary	16	Group Insurance & Retirement Plans	85
UAW V-Cap Check-Off	Exhibit B	Authorization for Deductions- V-Cap	113
Union Activity During Working Hours	4	Union Officials	9
Union Officials - Status During Layoff	4	Union Officials	9
Union Recognition	1	Recognition	1
Union to Furnish List of Officials	4	Union Officials	8
Unused Credit	15	Earned Time Off	83
Unworked Holidays	14	Holidays	82
Use of Credit	15	Earned Time Off	84
Voluntary Removals	13	Seniority	62
Wage/Seniority Coordinator	4	Union Officials	12
Wages	6	Wages and Job Classifications	19
Waiver	20	Qualifications and Enforcement	99
Worked Holidays	14	Holidays	82
Workweek	7	Hours of Labor	29

1
2

PREAMBLE

3 THIS AGREEMENT, dated as of the 19th day of December 2010, is made and entered
4 into by and between SPIRIT AEROSYSTEMS, INC. (hereinafter referred to as "the
5 Company"), and the International Union United Automobile, Aerospace & Agricultural
6 Implement Workers of America (UAW), Locals 952 and 1558 (hereinafter referred to as
7 "the Union").

8
9

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

ARTICLE 1

RECOGNITION

Section 1. UNION RECOGNITION

- (a) Spirit AeroSystems Inc., (hereinafter referred to as “the Company”), and in the event of its sale, its successor, recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and the Local Union specified below for each area unit, hereinafter, in each case, together referred to as “the Union,” as the sole and exclusive collective bargaining representative with respect to wages, hours of employment and other conditions of employment, for the employees of the Company in the production, maintenance and quality bargaining unit job classifications as identified but not limited to those in Exhibit D, with any other inclusions or exclusions resulting from National Labor Relations Board certifications or mutual agreements of the parties, employed by the Company at its facilities in Tulsa County, including the 3330 North Mingo Road Facility in Tulsa, and Pittsburg County, including the 1900 Electric Avenue Facility in McAlester, Oklahoma. Tulsa Area Unit (Local 952) and McAlester Area Unit (Local 1558).
- (b) The Company and the Union agree that it will not be the policy of either to make or publish untrue statements about the other.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

ARTICLE 2

UNION SECURITY

Section 2.1.

At the time of hire, rehire or reinstatement the Company will deliver to each employee a copy of this Agreement, a Union membership application, and a copy of Exhibit A.

Section 2.2.

An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement to the extent of tendering the membership dues and reinstatement fee uniformly required as a condition of retaining membership in the Union.

(a) An employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within thirty (30) days following the effective date of this Agreement or within thirty (30) days following employment, whichever is later, and shall remain a member of the Union, to the extent of tendering an initiation fee, the membership dues and reinstatement fee uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under and for the duration of this Agreement.

(b) Anything herein to the contrary notwithstanding, an employee shall not be required to become a member of or continue membership in the Union as a condition of employment if employed in any state which prohibits or otherwise makes unlawful membership in a labor organization as a condition of employment.

(c) The Union shall accept into membership each employee who now or in the future is covered by this Agreement who tenders to the Union the periodic dues and initiation or reinstatement fee uniformly required as a condition of acquiring or retaining membership in the Union.

Section 2.3.

In applying the terms of this Article 2 and Article 3, if an employee who is a member of the Union leaves the bargaining unit, i.e., layoff, quit, formal leave or transfer out, and returns to work on a job in the bargaining unit during the term of this Agreement on or before the start of the last payroll period ending in any month and has not had Union membership dues for that month deducted from any pay received by him in that month,

1 Union membership dues for that month shall be deducted from the pay received by the
2 employee in the next succeeding calendar month, provided the employee has a currently
3 effective Authorization and Assignment form on file and the employee has sufficient
4 remaining net earnings to cover such Union membership dues after making regular Union
5 membership dues deduction.

6 Section 2.4.

7
8 The Union agrees that neither the Union or its members will intimidate or coerce
9 employees into acquiring or retaining membership in the Union. If any dispute arises as
10 to whether there has been any violation of this pledge, the case shall then be reviewed by
11 the Manager of Human Resources or his designated representative and the Chairperson of
12 the Bargaining Committee or his designated representative, and if not resolved, shall be
13 decided by the Arbitrator.

14
15 In applying the terms of this Agreement, the Company agrees that it will not in any way
16 discriminate against an employee because of his membership in or activity on behalf of or
17 sympathy toward the Union.

18
19 In applying the terms of this Article 2 and Article 3, it is agreed that the Union shall
20 indemnify and save the Company harmless against any and all claims, demands, lawsuits
21 or other forms of liability that may arise out of or by reason of action taken by the
22 Company in making payroll deductions as herein provided or in complying with the
23 Union Security Article.

24
25 Section 2.5.

26
27 The parties agree that any New Hire Orientation Program will henceforth include a clear
28 explanation of the health care options available with emphasis on the differences between
29 the available options. Such explanations shall be provided to new employees before the
30 employee is asked to select an option, and the new employee shall be informed that a
31 Benefits Representative will be available to answer questions and provide assistance prior
32 to selection.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

ARTICLE 3
UNION DEDUCTIONS

Section 3.1.

The Company agrees to deduct the initiation or reinstatement fee and regular monthly membership dues uniformly required as a condition of acquiring and retaining membership from the pay of those employees who are members of the Union and in the bargaining unit during said month, and who shall have executed and furnished to the Company and Union an authorization and assignment in the form appearing as Exhibit A attached to this Agreement and by this reference made part hereof.

Section 3.2.

The Union shall furnish to the Company by the first working day of each month any authorizations and assignments which have been executed. As provided on the authorization and assignment form it shall contain the information necessary to implement the authorization of the employee.

Section 3.3.

Deductions shall be made from the employee's paycheck for the second pay period beginning in the month in which the deduction has been properly authorized as outlined above, provided that sufficient earnings remain to cover the Union dues and initiation fee after deductions for taxes, old age benefits, insurance premiums, social security and other deductions required by law or the Company have been made, and such deductions shall continue in like manner monthly thereafter, except as qualified herein. In the event there are not sufficient earnings remaining, deductions shall be made from the employee's paycheck in the first pay period in which sufficient earnings remain; however, in the event there are insufficient earnings in each pay period up to the next regular pay period for dues deductions, the pending deduction efforts will cease.

Section 3.4.

In the event dues are not deducted in accordance with (c) above, the local union financial secretary will submit a list to the Company. The list will contain the employee's name, social security number, Local Union, amount of dues (including initiation fee, if any) to be deducted and the specific month or months for which the Union certifies that dues are required in accordance with the International Constitution. Such deductions shall be made from the employee's paycheck no later than the month following the month in which the notice was received.

Section 3.5.

The Union accepts full responsibility for the authenticity of each of said authorizations

1 and assignments and any authorization and assignment which is incomplete or in error
2 shall be disregarded by the Company. Authorizations which are incomplete or in error
3 will be returned to the Union.

4
5 Section 3.6.

6
7 Any employee who has previously executed the dues deduction authorization and
8 assignment referred to in Section 3.1 above, and who thereafter desires to revoke said
9 authorization and assignment, in accordance with its terms, may do so by properly
10 executing such revocation and forwarding it to the appropriate Plant and to the Union.

11
12 Section 3.7.

13
14 In cases where deductions are made from the pay of any employee who has previously
15 paid such dues, reinstatement or initiation fee, the Union will make refund directly to said
16 employee.

17
18 Section 3.8.

19
20 Deductions shall be remitted not later than the first day of each month following the
21 month in which deductions are made to the Financial Officer who shall be properly
22 designated by the Union. The Company shall also furnish the designated Financial
23 Officer of the Union with a record of those for whom deductions have been made.

24
25 Section 3.9.

26 When an employee is assigned on a short-term basis (twelve [12] consecutive months or
27 less) to an off-site location where he performs work which is similar in nature to the work
28 performed within the plants or facilities of the employee's home area unit, he will not be
29 considered as a transfer and will be continued on dues check-off with his dues submitted
30 to the Local Union representing his home area unit. The twelve (12) consecutive month
31 period will be extended if the employee's off-site assignment is extended on a short-term
32 basis to permit the completion of the work.

33 Section 3.10. CONTRIBUTIONS TO UAW V-CAP

34
35 The Company agrees to deduct from the pay of each employee voluntary contributions to
36 UAW V-CAP, provided that each such employee executes or has executed the following
37 "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form;
38 provided further, however, that the Company will continue to deduct the voluntary
39 contributions to UAW V-CAP from the pay of each employee for whom it has on file an
40 unrevoked "Authorization for Assignment and Check-off of Contributions to UAW V-
41 CAP" form.

42
43 Deductions shall be made only in accordance with the provisions of and in the amounts
44 designated in said "Authorization for Assignment and Check-off of Contributions to
45 UAW V-CAP" form, together with the provisions of this Section of the Agreement.

1 A properly executed copy of "Authorization for Assignment and Check-off of
2 Contributions to UAW V-CAP" form for each employee for whom voluntary
3 contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the
4 Company before any such deductions are made, except as to employees whose
5 authorizations have heretofore been delivered. Deductions shall be made thereafter, only
6 under the applicable "Authorization for Assignment and Check-off of Contributions to
7 UAW V-CAP" forms which have been properly executed and are in effect.

8
9 Deductions shall normally be made, pursuant to the forms received by the Company,
10 from the employee's third paycheck received in each and every month that the
11 authorization remains in effect.

12
13 (a) TERMINATION OF COMPANY OBLIGATION

14
15 The Company's obligation to make such deductions shall terminate
16 automatically upon the termination of the employee who signs the
17 authorization, upon written request by the employee, or upon his transfer
18 to a job not covered by this agreement.

19
20 (b) REMITTANCE TO THE UNION

21
22 The Company agrees to remit the following on a monthly basis:

- 23
24 1. The total amount of V-CAP contributions deducted.
25
26 2. The names, social security number and amounts from whose wages such
27 deductions have been made.
28
29 3. The Company shall, at the same time, remit to the Union its check for the
30 amount shown under Section 3.10 above, care of the International Union,
31 United Automobile, Aerospace and Agricultural Implement Workers of
32 America (UAW) applicable local Union.

33
34 The check should be made payable to UAW V-CAP fund and submitted to the
35 UAW Accounting Department, 8000 E. Jefferson Avenue, Detroit, Michigan
36 48214.

37
38 The Company will provide the local union with a printout each month, showing
39 how much each member has contributed that month.

40
41 (c) INDEMNIFICATION OF COMPANY

42
43 The Union agrees that it will indemnify and save the Company harmless
44 from any and all liability, claim, responsibility, damage, or suit which may
45 arise out of any action taken by the Company in accordance with the terms
46 of this article or in reliance upon the authorization mentioned herein.

1
2
3
4
5
6
7
8
9

(d) SOLICITATION, COERCION, DISCRIMINATION

There shall be no intimidation, coercion, or discrimination in any way by the Company or its agents or by the Union, its representatives or employees against any employee because he does or does not contribute to UAW V-CAP.

(e) AUTHORIZATION FOR DEDUCTIONS (See Exhibit B)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

ARTICLE 4

UNION OFFICIALS

Section 4.1. Union to Furnish List of Officials

(a) The Union shall inform the Company in writing of the names of its officials (not more than one (1) floor committeeperson per two hundred (200) employees) who are accredited to represent it, which information shall be kept up to date at all times. Only persons so designated will be accepted by the Company as representatives of the Union.

(b) At McAlester, the plant shall be partitioned into two (2) areas on the first shift. Such areas are to be determined by mutual agreement between the Personnel Manager and the President of the Local Union. There shall be one area on the second shift and one on the third shift.

(c) At McAlester, for each area, on the first shift, there shall be one Area Committeeperson; one Area Committeeperson on the second shift for as long as there are bargaining unit employees assigned to the second shift and one Area Committeeperson on the third shift at such times as there are more than ten (10) bargaining unit employees assigned to the third shift. These Area Committeepersons shall be selected by the Union to represent only the employees of that area.

Section 4.2. International Union Officials - Access to Plant

The International Union Official shall have reasonable access to the Company's facility during normal working hours. The Union will provide advance notification to the Company of such visits, when feasible. Such visits shall be subject to such regulations as may be made from time to time by any governmental or government affiliated agency of the United States, other customers, or the Company. The Company will not impose regulations which are designed to exclude the Union Officials from the plant or render ineffective the intent of this provision.

1 Section 4.3. Union Activity During Working Hours

2

3 The Company agrees not to discriminate in any way against any employee for Union
4 activity. All Union activity, except as required under Article 9, shall not be conducted
5 during working hours.

6

7 (a) Tulsa Facility will pay Bargaining Committeepersons forty hours per
8 week each. Floor Committeepersons will be eligible for payment by the
9 company for up to forty (40) hours per week. The Union may appoint one
10 (1) Safety Representative who shall be paid up to forty (40) hours per
11 week.

12

13 (b) McAlester Facility will pay 40 hours per week for two Bargaining
14 Committeepersons, one of whom shall have the Safety Coordinator
15 responsibilities. Floor committeepersons will be eligible for payment by
16 the company for up to twelve (12) hours per week.

17

18 (c) On a semi-annual basis, the Company and Union will meet to determine
19 whether the number of company paid hours should increase because of an
20 increase in represented employees. If the number of represented
21 employees changes proportionally, Committeepersons shall be eligible for
22 payment of no fewer than 12 hours and no more than 40 hours per week.

23

24 Section 4.4. Union Officials – Status During Layoff

25

26 An employee while serving as a Committeeperson shall not be laid off, transferred or
27 loaned from his job classification or his shift so long as other employees remain in his job
28 classification, and on the shift for which he is designated as Committeeperson.

29

30 (a) No Union Representative specified in Article 4, shall be transferred or
31 promoted out of the bargaining unit, unless mutually agreed to by the
32 President of the Local Union and the Manager of Human Resources;
33 provided however, where such President withholds agreement, such Union
34 Representative may, with his approval, be transferred or promoted out of
35 the bargaining unit to the same job classification to which agreement of
36 transfer or promotion was withheld, after ninety (90) days from the date
37 the original transfer or promotion was requested.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

(b) Any employee who is serving as a Committeeperson or Alternate Committeeperson shall not be transferred or promoted out of his zone, unless mutually agreed to by the Chairperson of the Bargaining Committee or his designated representative and the Manager of Human Resources of the Plant involved.

Section 4.5.

For each zone there shall be one Alternate Committeeperson designated by the Union to represent employees in that zone, as provided in Article 9, Problem/Grievance, Appeals and Arbitration Procedure and in accordance with Section 4.12 of this Article.

**BARGAINING COMMITTEEPERSONS,
WAGE/SENIORITY COORDINATOR
(PLANT WITH LESS THAN 200 EMPLOYEES)**

Section 4.6.

(a) Each division shall have a Bargaining Committeeperson on each shift designated by the Union.

(b) Bargaining Committeepersons will be given permission to leave their place of work during working hours in the manner provided in this Article in order to perform the duties set forth herein. It is recognized and agreed that when not so engaged, Bargaining Committeepersons have production work to perform.

(c) One Bargaining Committeeperson will be designated as the Wage/Seniority Coordinator.

(PLANT WITH 200 TO 999 EMPLOYEES)

Section 4.7

1 (a) Each plant shall have Bargaining Committeepersons designated by the
 2 Union in accordance with the following schedule:

3

No. of Employees	No. of Bargaining Committeepersons
200-399	1
400-699	2
700-999	3

4

5 (b) One Bargaining Committeeperson will be designated by the Union as the
 6 Wage/Seniority Coordinator.

7

8

9 **(PLANTS WITH MORE THAN 999 EMPLOYEES)**

10 **BARGAINING COMMITTEEPERSONS**

11 Section 4.8.

12

13 (a) Each plant shall have a minimum of four (4) Bargaining
 14 Committeepersons designated by the Union.

15 (b) Additional Bargaining Committeepersons will be designated by the Union
 16 in accordance with the following schedule:

17

No. of Employees	No. of Bargaining Committeepersons
1,800	5
2,600	6
3,400	7
4,200	8

18

19 (c) Additional Bargaining Committeepersons beyond the schedule in Section
 20 8(b) above will be provided on the basis of one Bargaining
 21 Committeeperson for each additional 800 employees.

22

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

WAGE/SENIORITY COORDINATOR

- (d) Each plant shall have a Wage/Seniority Coordinator designated by the Union to represent all employees in that plant on matters pertaining to Article 6 and Article 13.

BARGAINING COMMITTEE

Section 4.9

- (a) The Bargaining Committee at each plant with fewer than 200 employees shall consist of the Bargaining Committeepersons. Two (2) Bargaining Committeepersons will constitute a quorum for the purpose of conducting business. For the purpose of a quorum only, the Union may designate an Alternate to attend meetings of the Bargaining Committee and the Manager of Labor Relations. One Bargaining Committeeperson will be designated as the Chairperson of the Bargaining Committee.
- (b) The Bargaining Committee at each plant with 200 to 999 employees shall consist of the Bargaining Committeepersons. Any two (2) Bargaining Committeepersons will constitute a quorum for the purpose of conducting business. For the purpose of a quorum only, a Committeeperson may attend meetings of the Bargaining Committee and the Manager of Labor Relations. One member of the Bargaining Committee shall be designated as the Chairperson.
- (c) The Bargaining Committee at each plant with more than 999 employees shall consist of the Bargaining Committeepersons. Any three (3) Bargaining Committeepersons will constitute a quorum for the purpose of conducting business. Additional Bargaining Committeepersons and the Wage/Seniority Coordinators at each plant may attend meetings of the Bargaining Committee and the Plant Manager of Labor Relations if requested by the Bargaining Committee. One member of the Bargaining Committee shall be designated to act as Chairperson and one member shall be designated to act as Vice-Chairperson.
- (d) Adjustments will be made based on bargaining unit employment figures as set forth in Sections 6, 7, and 8 above. Such adjustments will be made within one hundred twenty (120) days following the bargaining unit employment increase or decrease.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

PLANT AREAS

Section 4.10.

- (a) Each plant with 300 or more employees shall be partitioned into zones or plant areas by agreement between the Company and the Bargaining Committee.
- (b) For each plant area there shall be one Committeeperson designated by the Union to represent employees in that plant area as provided in Article 9, Problem Grievance Procedure, Appeal and Arbitration Procedure.

RESPONSIBILITIES OF THE FLOOR COMMITTEEPERSON

4.11. The floor Committeeperson will be given permission by his Manager upon the request of an employee to leave his work area during working hours (up to the maximum allowable paid hours specified herein) to perform the following functions:

- (a) To interview the employee, investigate, and present to a Manager a problem on behalf of an employee or group of employees when his presence has been requested by such an employee or employees. For any issue identified in Article 9, Section 9.7, the floor Committeeperson must initiate such Grievance at Step 3 of Article 9.
- (b) To meet with the Manager of an employee who has filed a Problem/Grievance in accordance with Article 9.
- (c) To initiate a Problem/Grievance on behalf of the Union.

RESPONSIBILITIES OF THE ALTERNATE FLOOR COMMITTEEPERSON

Section 4.12.

To act as the floor Committeeperson when the floor Committeeperson is unavailable due to absence from the plant.

**RESPONSIBILITIES OF THE CHAIRPERSON
OF THE BARGAINING COMMITTEE**

Section 4.13.

The Chairperson of the Bargaining Committee shall be responsible for the following:

- (a) Reviewing settlements of the Wage/Seniority Coordinator.
- (b) Attending the scheduled grievance meeting of the Bargaining Committee and the Manager of Labor Relations and/or his representatives and acting as Chairperson of the Bargaining Committee in presentation of grievances at this meeting.
- (c) Receiving on behalf of the Union the disposition of grievances following the grievance meeting.
- (d) Conducting, or assigning to a Bargaining Committeeperson, an investigation of a grievance subsequent to receipt by the Union of the Company's written disposition if in his opinion such investigation is warranted in order to determine the advisability of appealing the case to the Appeal Committee. Before making such investigation he shall notify the Manager of Labor Relations or his designated representative who will make necessary arrangements for such investigation.
- (e) To designate a Committeeperson from an absent Bargaining Committeeperson's plant area or another Bargaining Committeeperson to act in the capacity of the Bargaining Committeeperson until such time as the absent Bargaining Committeeperson returns to the plant. The Chairperson of the Bargaining Committee shall notify the Manager of Labor Relations of such designation. The Chairperson of the Bargaining Committee may appoint temporary assistance to the Bargaining Committeeperson to accommodate unusual work load problems.
- (f) To assign investigations to Bargaining Committeepersons involving wage and seniority matters when the case load exceeds the capacity of the Wage/Seniority Coordinator.
- (g) To attend meetings of the Appeal Committee in accordance with the provisions of Article 9.

**RESPONSIBILITIES OF THE VICE-CHAIRPERSON
OF THE BARGAINING COMMITTEE**

Section 4.14.

In the absence from the plant of the Chairperson of the Bargaining Committee, the Vice-Chairperson is authorized to assume the functions of the Chairperson.

GENERAL PROVISIONS

Section 4.15 General Provisions

- (a) The Union representatives listed above will be active employees who have acquired seniority status with the Company in accordance with Article 13, Section 13.15.
- (b) Recognized Union representatives will be given permission to leave their work areas during working hours in the manner provided and subject to the limitations in this Article in order to perform the duties set forth herein. It is recognized and agreed that when not so engaged floor Committeepersons and Alternate floor Committeepersons have production work to perform.
- (c) All Union representatives shall advise the responsible Manager of their purpose of being in a department.
- (d) All Union representatives are subject to all plant rules regarding conduct of employees.
- (e) While on a formal leave of absence, no employee shall serve as a Union representative in any of the offices listed in this section.
- (f) Union representatives will be afforded the same promotional opportunities as all other employees.
- (g) Adequate facilities will be designated by the Company for use by Union representatives when performing duties related to Articles 6 and 9.
- (h) Union Representatives will be considered for overtime assignments in their respective departments and overtime groups.
- (i) In those cases where there is not a full complement of Management personnel to deal with authorized Union representatives, as provided in the Agreement, the Company will notify the Union of a designated management representative.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

(j) Should either party desire to discuss subjects not pertaining to problems, grievances, disputes or interpretations or applications of the terms of this Agreement, a meeting with representatives of the other party may be arranged upon written request. In such written request, the party requesting the meeting shall set forth the subjects it desires to discuss. The representatives of the Union at such a meeting shall consist of the President of the Union and the Chairperson. An International Representative may also be present and participate in such meetings.

Section 4.16.

A written list as well as any changes in such list of the names of the Union’s officials will be furnished by the President of the Local Union or his designated representative to the Manager of Human Resources at least forty-eight working (48) hours prior to the effective date of such changes.

Section 4.17.

The Company agrees that the authorized Union representatives designated in this Article shall not be hindered, coerced, restrained or interfered with in the performance of their duties of investigating, presenting and adjusting problems and grievances, as provided in this Article. Alleged abuses of this section shall be discussed between the President of the Local Union, the Chairperson and the Manager of Human Resources. The Company agrees that its representatives shall exercise their best efforts to eliminate any such abuses.

1 Section 4.18.

2

3 Time spent away from their regular jobs during working hours by union representatives
4 as identified in this agreement in the performance (within the plant by committee persons
5 and alternate committee persons) of their functions as specified in Articles 4, 9 and 20
6 will be paid for by the company according to the requirements of Section 4.3. The
7 Company will also credit such employees with continuous service while absent for Union
8 Business up to 8 hours per day but not to exceed forty (40) hours per week for the
9 purpose of calculating pension accrual in accordance with Article 16, for the purpose
10 determining eligibility for Holiday pay, calculating Earned Time Off, and for calculating
11 Company Service and Anniversary Dates in accordance with Article 15, Sections 15.4
12 (a), (b), and (c).

13

14 Section 4.19.

15

16 Temporary exceptions to the above-described methods of representation may be made by
17 mutual agreement between the Chairperson and the Manager of Human Resources.

18

19 Section 4.20.

20

21 The Company Director of Human Resources and Manager of Human Resources and
22 President of the Local and Chairperson, or their designated representatives, will meet at
23 the request of either party, to review and, if necessary, adjust the Union representation
24 structure provided in this Article 4, the Problem/Grievance, Appeal and Arbitration
25 Procedure as provided in Article 9 and the Discipline procedure as provided in Article 8.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

ARTICLE 5

RIGHTS OF MANAGEMENT

Management of Company

Section 5.1

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory, common law, and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights in accordance with its sole and exclusive judgment and discretion to: establish reasonable rules and regulations; manage the operation; direct the workforce; promote, demote, transfer and/or assign its employees; discipline (up to and including discharge) employees for cause; determine the number of employees to be employed; hire employees, determine their qualifications and assign their work and work locations.

Section 5.2

The Company will provide electronic copies of Plant Rules and Policies to Union Local Presidents and Bargaining Committee Chairperson. Notice will be provided annually to all employees on web access to Company Rules and Policies.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

ARTICLE 6

WAGES AND JOB CLASSIFICATIONS

Section 6.1. Job Classifications

It is agreed that it is the right and responsibility of Management to establish new job classifications, or eliminate existing classifications, and establish the appropriate pay rate for such classifications. Any such change in classifications will be reviewed and discussed with the Union at least thirty (30) days in advance of its establishment. In the event new work or a new job enters the workplace, Company will prepare a temporary job description and rate of pay and, within 30 days, meet with Union to review the job description and rate of pay. Should a dispute arise concerning the pay rate, it shall be treated as a grievance and handled in accordance with Article 9 of this Agreement.

Section 6.2. Definitions

The meanings of certain terms used in this Article 6 and elsewhere in this Agreement are stated below:

- (a) Base Rate. An employee's hourly rate of pay, excluding all adjustments, allowances, awards, bonuses, and premiums.
- (b) Base Rate Ranges. The minimum and maximum rates of base rate pay for each labor grade are established in Exhibit D.

Section 6.3. Wages

Wages are set forth by job classification, levels and grades in Exhibit D.

Section 6.4. Rate Range and Wage Increases

The Company shall share market review data with the Union annually.

In 2012, 2014, 2016, and 2018, the Company shall complete a Market Base Pay Review (“Review”). This Review shall be completed on or before November 20th of each

1 respective year. Any base rate changes shall be effective thirty (30) days following
2 completion of the Review.

3

4 In each of these years, the maximums of the pay range shall be increased by at least one
5 percent (1.0%). A cap of three percent (3.0%) shall be the maximum Market Base Pay
6 adjustment.

7

8 All employees below the pay rate maximum shall have their pay rate increased by the
9 amount of the increase indicated by the Market Base Pay Review. Those employees at or
10 above the maximum of the rate range, shall be paid a lump sum equal to the Market Base
11 Pay Review percentage multiplied by the employee's straight-time and overtime pay for
12 hours worked during the previous twelve (12) months (November 1 through October 31).
13 If an employee is below the Rate Range Maximum, but at a rate less than the amount of
14 the Review increase, the employee's rate shall be increased to the new Rate Range
15 Maximum and a proportionate lump sum payment made for the difference.

16

17 Section 6.5. Performance Bonus and Gain Share Plan

18

19 (a) Performance Bonus

20

21 1. Upon ratification of the contract, the Company will establish a UAW
22 Incentive Award Plan with the first Plan Year to be 2011.

23 2. The target performance goal and the outstanding performance goal will be the
24 same as the goals set for the Spirit AeroSystems Holdings Inc. Incentive
25 Award Plan for Salaried Employees (commonly referred to as the "M&S
26 Incentive Award Plan") in the corresponding Plan Year, and as determined
27 each year by the Company. The Company will brief upper level Union
28 leadership on the Plan's goals each year.

29 3. The Company will meet quarterly with Union Officials to discuss the annual
30 targets which have been set and the quarterly progress with regard to the
31 attainment of the target levels. It will be made clear to the Union at the
32 beginning of the Plan Year what Target Score triggers a score of "1" and what
33 Target Score triggers a score of "2". Target goals may not be changed for the
34 year once set.

35 If a target score of "1" is met, eligible employees will be paid a bonus equal to
36 2.0% of straight-time and overtime wages ("eligible wages") for the Plan
37 Year. If the score is less than "1", eligible employees will receive an
38 equivalent percentage award. (Example: If the score is 0.75 rather than the
39 target of 1, then eligible employees will receive 1.5% of eligible wages for the
40 Plan Year.) If the outstanding performance goal is met (a score of "2"),
41 eligible employees will be paid 4.0% of eligible wages for the Plan Year. If
42 the score is between the target and the outstanding performance goal, then the

1 eligible employees will receive an equivalent percentage. (Example: If the
2 score is “1.2”, then eligible employees will receive 2.4% of eligible wages for
3 the Plan Year.) If there is a distribution under the M&S Incentive Award
4 Plan, a distribution will be made under the UAW Incentive Award Plan. If the
5 M&S Incentive Award Plan is discontinued for the M&S Payroll, and
6 employees on that Payroll are moved to a different Incentive Plan, the UAW
7 Bargaining Unit employees covered by this Agreement will be afforded an
8 opportunity to participate in that new plan in lieu of continued participation in
9 the UAW Incentive Award Plan.

- 10
- 11 i. So long as a Target score of no less than 0.5 is achieved, a payment
12 will be made to all eligible UAW Bargaining Unit members for that
13 plan year.
 - 14
 - 15 ii. In Plan Years 2011, 2013, 2015, 2017, 2019, and 2020 a 1%
16 Performance Bonus is guaranteed.
 - 17
 - 18 4. An Employee will be eligible to participate in the Plan with respect to incentive
19 award amounts payable under the Plan (if any) for a Plan Year if the following
20 condition precedents are satisfied:
 - 21
 - 22 i. The employee is employed in the UAW bargaining unit as of
23 December 31 of any Plan Year.
 - 24
 - 25 ii. Eligibility will be re-determined each Plan Year.
 - 26
 - 27 5. Payments shall be made within two and one half months of the end of the Plan
28 Year.
 - 29
 - 30 i. Nothing will prevent the Company from making payments in excess of
31 those provided for in this section or improvements to the plan.
 - 32

33 (b) Gain Share Plan
34

- 35 1. Effective in 2012, the Company will establish a gain-sharing plan whereby
36 employees are rewarded for Company productivity improvements.
37
- 38 2. Target performance goals will be set for each year. The Company and the Union
39 will jointly develop proposed criteria. Reasonable goals with a realistic chance of
40 being achieved shall be established. Once a target is set for the Plan Year, the
41 target goal may not be changed to be more difficult to achieve.
42
- 43 3. The Company will meet quarterly with Union officials to discuss the targets that
44 have been set and the quarterly progress with regard to the attainment of the target
45 levels. The definition of Target and Outstanding Performance goals will be

1 communicated to the Union as soon as they have been set at the beginning of the
2 Plan Year. Once set, the Target and Outstanding Performance goals may not be
3 changed to be more difficult to achieve during the Plan Year.
4

- 5 4. If the Target is met, employees will be paid a gain-sharing payment equal to one
6 (1.0) percent of the employee's straight-time and overtime wages (pay for hours
7 worked) during the calendar year. If the Outstanding goal is met, employees will
8 be paid a gain-sharing payment equal to two (2.0) percent of the employee's
9 straight-time and overtime wages (pay for hours worked) during the calendar year.

- 10
11 5. As a condition to be eligible for the gain-share payment, the employee must be
12 employed by the Company in a bargaining unit position on December 31st of the
13 particular calendar year for which the gain-share payment is being made. Payment
14 shall be made by March 15 of the following year.

15
16
17 Section 6.6 Long-Term Incentives
18

- 19 (a) Company Shares. Subject to Board of Directors approval, each active employee on
20 December 18, 2010 shall be awarded one hundred (100) shares as soon as practical
21 after ratification. The shares shall vest immediately upon being issued. In May
22 2012, the Company and the Union shall meet and evaluate the Joint Partnership and
23 Joint Programs described in Article 23. The parties anticipate that performance
24 improvements will result from the Joint Partnership and Joint Programs. Subject to
25 Board approval, if the parties agree that the anticipated improvements are being
26 achieved, then an additional fifty (50) shares shall be awarded to each active
27 employee. The award date shall be no later than June 1, 2012. All shares referred
28 to in this paragraph shall be Class A common stock in Spirit AeroSystems
29 Holdings, Inc.
30

- 31 (b) 2010 Lump Sum Award. A lump sum equal to two percent (2%) of an employee's
32 straight-time and overtime wages for hours worked from December 1, 2009 through
33 November 30, 2010 shall be paid to all eligible employees. All active employees
34 on the ratification date shall be eligible for this lump sum payment. This lump sum
35 shall be paid as soon as practical after ratification.
36

- 37 (c) 2011 Lump Sum Award. A lump sum equal to two percent (2%) of an employee's
38 straight-time and overtime wages for hours worked from December 1, 2010 through
39 November 30, 2011 shall be paid to all eligible employees. All active employees
40 on November 30, 2011 shall be eligible for this lump sum payment. This lump sum
41 shall be paid no later than December 20, 2011.
42

- 43 (d) 2013 Lump Sum Award. A lump sum equal to two percent (2%) of an employee's
44 straight-time and overtime wages for hours worked from December 1, 2012 through

1 November 30, 2013 shall be paid to all eligible employees. All active employees
2 on November 30, 2013 shall be eligible for this lump sum payment. This lump sum
3 shall be paid no later than December 20, 2013.
4

- 5
6
- 7 (e) 2015 Lump Sum Award or Base Wage Adjustment. In 2015, the Union and the
8 Company will review market data and jointly determine whether a lump sum or a
9 base rate adjustment will be made. If a lump sum is paid, it shall be two percent
10 (2%) of an employee's straight-time and overtime wages for hours worked from
11 December 1, 2014 through November 30, 2015 and shall be paid to all eligible
12 employees. All active employees on November 30, 2015 shall be eligible for this
13 lump sum payment. This lump sum shall be paid no later than December 20, 2015.
14 If instead it is determined that market conditions justify a base rate increase, all
15 active employees shall be given a two percent (2%) general wage increase and the
16 Rate Range maximums shall be increased by two (2%).
17

18 Section 6.7. Job Progression Increases
19

20 On the twelve (12) week anniversary of the date of hire or date of the last job progression
21 increase, employees below the rate range maximum for their labor grade shall, subject to
22 such maximum, receive an hourly job progression increase of twenty-five cents (\$.25) to
23 Base Rate.

24
25 Section 6.8 Reclassified Employee Base Rate
26

- 27 (a) An employee reclassified in accordance with any provision of this Agreement to a
28 lower level in the same or different classification having a lower rate range
29 maximum and the employee's base rate is less than the maximum of the new lower
30 classification or level, shall be reclassified with no reduction in pay.
31
- 32 (b) An employee reclassified in accordance with any provision of this Agreement to a
33 lower level in the same or different classification having a lower rate range
34 maximum and the employee's base rate is greater than the maximum of the new
35 lower classification or level, shall have his or her base rate reduced by ten cents
36 (\$.10) per hour for the first four weeks following the downgrade, and shall then
37 have his or her base rate reduced to the maximum of the new lower rate range.
38
- 39 (c) An employee reclassified to a higher level in the same or different classification as
40 a result of job bid shall receive an increase in the amount necessary to attain the
41 minimum of the new rate range or at least fifty cents (50¢) per hour, whichever is
42 greater.
43

- 1 (d) An employee who is on layoff or at work on downgrade and who is recalled or
2 upgraded to a higher level in the same or different classification, shall be placed in
3 the same relative pay position he held in such higher classification.
4
- 5 (e) No employee, as a result of the application of any provision of this Agreement,
6 shall receive greater than the maximum of the rate range of his classification except
7 as provided below:
8
- 9 1. All employees as of June 17, 2005 who were active with Boeing immediately
10 prior to employment with the Company and were placed at a rate in excess of
11 the maximum of the rate range shall not have his or her rate reduced as long as
12 he holds his classification without interruption.
13
- 14 i. Such employee who is subsequently promoted or is removed from his
15 classification by application of seniority, other than demotions for
16 cause, who is thereafter returned to his former classification in
17 accordance with the provisions of Article 13 hereof, will regain his
18 over-rate range position provided other employees in his classification
19 in his Plant enjoy such over-rate position.
20
- 21 2. Exceptions to this provision may be made by mutual agreement between the
22 Manager of Human Resources and the Chairperson.
23

24 Section 6.9 Cost-of-Living Lump Sum Payment
25

- 26 (a) Effective on December 24, 2010, all employees shall have a one-time roll-in into their
27 base rate of one dollar and fifty-eight cents (\$1.58) and the Job Classification and
28 Rate Range maximums shall be increased by one dollar and fifty-eight cents (\$1.58).
29 See Exhibit D.
30
- 31 (b) Beginning in 2011, employees covered by this Agreement shall receive an annual
32 Cost of Living Lump Sum Payment to the extent such Payments become effective
33 under and in accordance with all of the terms, conditions and limitations stated in this
34 Section 6.9.
35
- 36 (c) Determination of Cost of Living Lump Sum Payment
37
- 38 1. Determination of the potential Cost of Living Lump Sum Payment shall be made
39 in reference to the Revised Consumer Price Index for Urban Wage Earners and
40 Clerical Workers (CPI-W), All Items, (1967=100) published by the Bureau of
41 Labor Statistics, US Department of Labor and hereafter referred to as the BLS
42 Consumer Price Index.
43
- 44 2. During the life of this Agreement, subject to the provision stated below, an annual
45 Cost of Living Lump Sum Payment shall be computed by using (1) the three-
46 month average of the BLS Index for August, September, and October with the

1 initial base set at 638.567, and (2) an Annual Adjustment Multiplier using the
2 formula 1 cent = .3 point change in the appropriate average (average of the BLS
3 Index for August, September, and October) over the previous year, and (3) the
4 Annual Adjustment Multiplier shall be capped at \$0.216 in 2011 (with \$0.10
5 guaranteed), \$0.270 in 2012, \$0.325 in 2013, \$0.379 in 2014, \$0.433 in 2015,
6 \$0.487 in 2016, \$0.541 in 2017, \$0.595 in 2018, and \$0.649 in 2019, and (4) the
7 Cost of Living Lump Sum Payment for each eligible employee shall equal the
8 cents per hour adjustment (the Annual Adjustment Multiplier) multiplied by the
9 number of straight-time hours worked in the applicable year plus 1.5 times the
10 cents per hour adjustment multiplied by the number of overtime hours worked in
11 the applicable twelve month period (December 1 through November 30).

- 12
- 13 3. Any Annual Adjustment Multiplier shall be cumulative up to the level of each
14 year's cap and shall not decrease. A Cost of Living Lump Sum Payment in any
15 particular year shall be payable only to those employees who, on a Date of
16 Potential Adjustment, have been on the active payroll for at least ninety (90) days.
17 The Date of Potential Adjustment shall be November 30th of each year. The
18 payment will be made by the second pay period in December of the same year.
19
- 20 4. If the BLS Index is revised or discontinued, the parties shall attempt to determine
21 an appropriate Index figure by agreement and, if agreement is not reached, the
22 parties shall request the Bureau of Labor Statistics to make available a BLS Index
23 in its present form for the appropriate date or dates and calculated on a
24 comparable basis.
25

26 Section 6.10. Master Mechanic/Master Bonder

- 27
- 28 (a) The Company has the discretion of designating Master Mechanics and Master
29 Bonders and their work assignments.
30
- 31 (b) The Master Mechanic and the Master Bonder will be working positions on the floor
32 that provide informal transmission of knowledge relevant to the Structures
33 Installation Mechanic job classification and the Bonder job classification in addition
34 to performing the normal job duties of those classifications. These positions will
35 provide working expertise across programs and shifts coaching the next generation to
36 build their skills and mentoring employees in processes and procedures to include
37 undocumented knowledge about production methods.
38
- 39 (c) An hourly premium of two dollars (\$2.00) shall be paid to Master Mechanics and
40 Master Bonders. Master Mechanics and Master Bonders may not also function as
41 Process Specialist.
42
43

1 (d) Selection

2
3 1. Selection shall be based upon seniority.

4
5 i. Master Mechanics are selected from the Structures Installation
6 Mechanic seniority roster in seniority order.

7
8 ii. Master Bonders are selected from the Bonder seniority roster in
9 seniority order.

10
11
12 2. To be eligible for the position, the employee indicates an interest by
13 completing a request and completing a joint Company and Union training
14 program on the responsibilities of the position.

15
16 (e) Shift Assignments

17
18 1. The Company designates the shift assignment for the position. The shift shall
19 be filled in seniority order.

20
21 (f) De-Selection

22
23 1. A Master Mechanic or Master Bonder may choose to no longer act in that
24 capacity.

25
26 i. Premium pay shall cease when the employee vacates the position
27 and stops performing the responsibilities.

28
29 ii. The employee may request a shift transfer in accordance with
30 Section 13.10(g), if he or she desires.

31
32 iii. After voluntarily de-selecting from the position, the employee will
33 not be eligible for re-consideration for the Master position for a
34 period of two (2) years following de-selection.

35
36 2. The Company may remove the status if a need no longer exists. Reductions
37 shall be in reverse seniority order.

38
39 i. Premium pay shall cease when the employee vacates the position
40 and stops performing the responsibilities.

41
42 ii. The employee may request a shift transfer in accordance with
43 Section 13.10(g), if he or she desires.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

- 3. If an employee demonstrates a lack of willingness to perform the functions, or demonstrates a lack of the right skills, the employee may be removed from the position through progressive discipline. The intent is to give the employee an opportunity to improve his or her performance.
 - i. Premium pay shall cease when the employee vacates the position and stops performing the responsibilities.
 - ii. The employee may request a shift transfer in accordance with Section 13.10(g), if he or she desires.
 - iii. After being removed from the position for performance, the employee will not be eligible for reconsideration for the Master position for a period of five (5) years following de-selection.
 - iv. After being removed from the position for performance, the employee will not be eligible for reconsideration for the Master position for a period of five (5) years following de-selection.

(g) Overtime Balancing

- 1. For the purposes of overtime rotation, a Master Mechanic or Master Bonder shall be assigned to the overtime group of employees with which he is working. If there are concerns about overtime rotation among the Master Mechanics and Master Bonders, this will be discussed between the Bargaining Committee and the Human Resources Department.

SECTION 6.11. Job Descriptions

Job descriptions are used for the purpose of distinguishing one job classification from another, as clearly and definitively as possible, in order that employees may be properly classified in accordance with the provisions of this Article. Therefore, to give effect to this, job descriptions will be applied in accordance with the following:

- (a) Inasmuch as job descriptions can only be definitive and illustrative of the job requirements as established, the job description shall be interpreted and applied in its entirety as a composite picture of the job requirements. An employee shall not be required to perform all of the work operations described in a job description in order to be eligible for classification there under. An employee shall not be eligible for classification under a job description by reason of performing isolated or singular duties that are incidental to his job but which are described in another job description.

- 1 (b) An employee must regularly and consistently perform work operations which
2 are an integral part of and representative of his normal assignments and the
3 requirements of the classification as the latter are determined in accordance
4 with Section 6.1 and other subsections herein.
5
- 6 (c) An employee is required to perform the work operations and duties described
7 in or appraised as being covered by a job description under that degree or
8 amount of guidance or instruction which is considered usual and normal in
9 order to qualify for classification there under.
10
- 11 (d) When a work operation or function is described in the same manner in more
12 than one grade of an occupation or in different occupations, such work
13 operation or function shall be considered and classified after a manner defined
14 in paragraphs (a) and (f) and supplemented by other paragraphs of this
15 Section. Such work operations and functions, when described in the same
16 manner in more than one grade of an occupation or more than one occupation,
17 are not distinguishing elements or determinants of level of difficulty as
18 between those grades of the occupation or those different occupations but are
19 only stated for descriptive purposes or because they are such an integral and
20 necessary part of the job that their omission would be undesirable from the
21 standpoint of completeness.
22
- 23 (e) Job classification titles are assigned for identification purposes only.
24 Occupational summaries in a job description are included solely for the
25 purpose of distinguishing one occupation from another, and neither the job
26 title nor occupational summary shall be considered a basis for classification or
27 application of the job description.
28
- 29 (f) A job description shall not be construed so as to restrict in any manner the
30 rights of the Company to assign work to employees or to grant or concede an
31 employee or group of employees any right to refuse to perform assigned work
32 for the reason that such work is not described specifically in the job
33 description of his job classification or is described in another job description.
34
- 35 Either party may request to meet and discuss the contents and applicability of job
36 descriptions and, if necessary, attempt to resolve disputes arising from their application.

1
2
3
4
5
6
7
8

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

33

34

35
36
37
38
39

40

ARTICLE 7

HOURS OF LABOR

Section 7.1 Regular Hours

(a) **Workweek.** The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days of rest (Saturday and Sunday), except for those employees designated in advance by mutual agreement between the Company and the Union who regularly work on Saturday and/or Sunday, whose normal work schedule shall consist of five (5) consecutive workdays, followed by two (2) days of rest, which shall be treated as their Saturday and Sunday, in that order. The Company will attempt to meet its non-regular workweek assignments on a voluntary basis among the employees. Volunteers will be selected from the most senior to the least senior employees. In the event there are insufficient volunteers to meet the requirement, the manager may designate and require the necessary number of employees to work the non-regular workweek. Such designation shall first affect the junior qualified employees in the classification. When reducing the number of non-regular workweek assignments, senior employees within each job will be given their preference to return to regular workweek schedules. The purpose of non-regular workweek assignments is to provide for those maintenance and service functions that are required on a continuing seven (7)-day per-week basis. Such assignments will not be utilized for the purpose of providing maintenance or service in support of weekend production operations. It is mutually agreed that Maintenance employees and employees assigned to specific programs, employees assigned to specialized machinery and employees in organizations providing seven-day customer service may be assigned to a non-regular workweek. Employees assigned to a specific program will revert back to a regular workweek schedule upon first production delivery of product to customer.

(b) Premium Pay

1. "Time worked" is defined as actual compensated hours an employee is clocked in and working, and the following time off when paid by the Company: holidays, bereavement, short-term military leave (less than one pay period), union activity, jury duty and jury examination, paid Earned Time Off. Premium pay will be paid for time worked over forty (40) hours per week.

- 1 i. Time and one-half will be paid for time worked over eight (8) straight-
2 time hours worked per day.
- 3
- 4 ii. Time and one-half will be paid for work on shifts starting on one's
5 scheduled first day of rest.
- 6
- 7 iii. Double time will be paid for work on shifts starting on one's scheduled
8 second day of rest.
- 9
- 10 2. Double time plus eight (8) hours of holiday pay will be paid for work on shifts
11 starting on the holidays specified in Article 14, Section 1.
- 12

13 (c) SHIFT DIFFERENTIAL

- 14
- 15 1. Employees who work the second shift shall be paid one dollar (\$1.00) per
16 hour bonus.
- 17
- 18 2. Employees who work the third shift shall be paid fourteen cents (\$.14) per
19 hour bonus.
- 20
- 21 3. Employees working third shift will be paid eight (8) hours of pay for working
22 six and one-half (6-1/2) hours. Overtime compensation of third shift
23 employees regularly assigned to six and one-half (6-1/2) hours shifts shall be
24 computed in accordance with the following formula:
- 25

$$\frac{1 \frac{1}{2} \times 8}{6-1/2} \text{ (hourly base rate + $.14)}$$

31 (d) CONTINGENCY MATTERS

- 32
- 33 1. The parties agree that stable long term employment is beneficial for both the
34 company and the union. When a lay off appears imminent the parties will
35 meet to discuss alternatives to lay-offs, including, but not limited to, short
36 work weeks, training, and alternative duty assignments.
- 37
- 38 2. Management, during a catastrophic event (e.g. natural disasters, customer
39 cancellations, program idle times, events beyond control), in its discretion
40 may schedule regular work weeks less than forty (40) hours of twenty (20)
41 consecutive work days in a calendar year, if deemed necessary to avoid a
42 layoff. If an event is anticipated to continue longer than twenty calendar
43 days, and the union agrees to extend the short work week, the employees on
44 the short-work-week assignments shall be given the opportunity to continue

1 on a short work week or take an inverse seniority layoff. If an employee
2 elects inverse seniority layoff, the employee may exercise the right to return
3 to work after remaining on inverse seniority layoff for twenty (20) working
4 days, notwithstanding the ninety (90) day provision of Article 13.4(d). In
5 the event the Company deems it advisable to work any number of the
6 employees on a short workweek, the Union and the affected employees will
7 be notified in advance which days are to be worked, and such days worked
8 shall be consecutive, and no less than twenty-four (24) hours per week.
9 When short workweeks are used the following shall apply:

- 10
11 i. Volunteers within the classification and department shall be asked
12 first and accepted in the order of senior volunteer first.
- 13
14 ii. In the event that there are insufficient volunteers, a short
15 workweek will be staffed in reverse seniority order within the
16 classification and department.
- 17
18 iii. When returning employees from short work weeks, return shall be
19 in order of seniority provided the employee has the ability to
20 perform the available job.
- 21
22 iv. During short workweeks the Company will continue to make
23 pension plan contributions based on forty (40) hours per
24 workweek, provided the Pension Plan will permit this. The
25 Company will also continue Medical/Dental, AD&D, and Life
26 Insurance as if the employee were working a regular forty-hour
27 workweek.
- 28
29 v. During periods of short workweeks, the Operations Leadership and
30 the Union will meet regularly to discuss scheduling and process
31 issues.
- 32
33 vi. In all cases, the Company and the Union shall review and take into
34 consideration business circumstances, alternatives to short
35 workweeks, and if necessary, possible extension with Union
36 agreement.
- 37

38 (e) Standard Shift Hours
39

- 40 1. The standard workday for the 1st and 2nd shifts shall be eight (8) hours and the
41 normal work week shall be forty (40) hours and shall be scheduled from Monday
42 through Friday.
43

1 2. The standard starting times of the three shifts will be as follows:

2
3 1st shift 7:00 a.m. through 8:00 a.m.

4
5 2nd shift 3:30 p.m. through 4:30 p.m

6
7 3rd shift 12:00 midnight through 1:00 a.m

8
9 The Company may make changes in the starting times of shifts within the limits
10 specified above provided that the Union is notified of such change one week in advance.
11 Changes outside of the time above may be made only by mutual agreement between the
12 Company and the Union.

13
14 Section 7.2 INCOMPLETE DAY'S WORK

15
16 (a) Any employee called to work or permitted to come to work without having
17 been properly notified that there will be no work shall be given at least four
18 (4) hours of work or, if no work is assigned, four (4) hours of pay except that,
19 if work is unavailable as the result of causes beyond the control of the
20 Company, the Company shall not be so obligated.

21
22 (b) An employee who is injured in the plant during the first eight (8) hours of his
23 scheduled shift and is sent home because of such injuries shall receive his
24 regular straight-time hourly rate for time actually worked and for the balance
25 of the first eight (8) hours of his scheduled shift. If the injury occurs after
26 eight (8) hours have been worked, the employee will receive time and one-
27 half for those hours worked in excess of eight (8). If the injury occurs on a day
28 on which the employee is entitled to overtime pay, such employee shall be
29 paid for actual hours worked at the proper overtime rate or shall receive at
30 least four (4) hours of pay. The Company will provide transportation to and
31 from the hospital or medical facility as required when an employee is injured
32 on the job.

33
34 Section 7.3 LOST TIME

35
36 (a) A penalty of 1/10 of an hour will be given an employee who punches "IN"
37 four to nine minutes late. For tardiness beyond nine minutes, the procedure of
38 six-minute intervals will apply, i.e., ten to fifteen minutes, minus 2/10 of an
39 hour, sixteen to twenty-one minutes 3/10 of an hour, twenty-two to twenty-
40 seven minutes, 4/10 of an hour, etc. If he is tardy he shall not receive
41 overtime pay until he has worked a full eight hours. This same process will be
42 used for employees who clock out early.

- 1 (b) An employee's failure to punch his timecard will be brought to his Manager's
2 attention, in which case such employee will be required to prove he was at
3 work during the time in question. When the employee has furnished the
4 necessary proof, his timecard will be approved by his Manager.
5

6 Section 7.4 PAYDAYS
7

8 The Company will pay employees bi-weekly.
9

10 Section 7.5 CREDIT UNION DEDUCTIONS
11

12 The Company will continue to make available Credit Union deductions for employees to
13 the same extent as currently provided.
14

15 Section 7.6 REST PERIODS
16

17 The Company shall provide two (2) ten (10) minute rest periods per shift for each shift
18 mentioned in Section 7.1. hereof. One rest period shall be scheduled during the first half
19 of each shift and the other during the last half. Employees at work on overtime will
20 observe the rest periods applicable to the shift on which they are working overtime, or at
21 the beginning or end of the assigned overtime.
22

23 Section 7.7 SMOKING ON THE JOB
24

25 The Company shall allow smoking during rest periods and lunches in Company
26 designated areas outside the buildings. Should the Company designate new smoking
27 areas or change existing smoking areas, the Company shall inform the Union and
28 employees in advance. Restricted zones shall be designated by the Company to conform
29 to the requirements of good safety practices and quality control requirements.
30

31 Section 7.8 EXCUSED ABSENCES FOR UNION BUSINESS
32

- 33 (a) When situations arise which necessitate the release of employees from work
34 for partial days or for placing employees on special leave of absence for a full
35 day for the purpose of conducting Union business, the Union will, whenever
36 possible, notify the Manager of Human Resources before such absence. In
37 those cases where it is not possible for the Union to submit written notice
38 prior to the absence, the Union will notify the Manager of Human Resources
39 orally prior to the absence and confirm the oral request in writing within forty-
40 eight (48) hours.
41

- 42 (b) The total number of absences which will be approved by the Manager of
43 Human Resources involved in accordance with requests submitted under
44 Section 7.8.(a) above, will not exceed thirty (30) per week at Tulsa, and
45 fifteen (15) per week at McAlester.

1

2 Section 7.9 JURY EXAMINATION

3

4 A first shift employee who must report for jury examination on a regularly scheduled
5 workday will receive a jury duty allowance in an amount equal to the length of his
6 necessary absence from work times his regular straight-time rate of pay to a maximum of
7 four (4) hours of pay and be excused from work for a maximum of four (4) hours. Jury
8 Service fees paid by the court will not be deducted from employee's wages.

9

10

11 Section 7.10 JURY SERVICE

12

13 In applying the provisions of this Section 7.10, the term jury service shall be interpreted
14 as also applying to a coroner's jury and coroner's inquest service.

15

16 (a) Jury service on a regularly scheduled workday for a first shift employee shall be
17 considered an excused absence and such employee shall receive jury duty allowance
18 as follows:

19 1. If excused from jury service on any day in reasonable time to report for at least
20 three (3) hours of work before the end of his shift, he shall be paid an amount
21 equivalent to the number of unworked hours of his regular shift at his straight-
22 time rate and he shall report for work as soon as reasonably possible.

23

24 2. If not excused from jury service in time to perform at least three (3) hours of work
25 during his regular shift hours, the employee shall receive an amount equivalent to
26 eight (8) hours of pay at his straight-time rate.

27

28 (b) Jury service on a regularly scheduled workday for a second shift employee shall be
29 considered an excused absence and such employee shall receive jury duty allowance
30 as follows:

31

32 1. If excused from jury service by 1 p.m. on any such day he shall receive an
33 amount equivalent to four (4) hours of pay at his straight-time rate and shall
34 work the first half of his regular shift.

35

36 2. If not excused from jury duty by 1 p.m. any day he shall receive an amount
37 equivalent to eight (8) hours of pay at his straight-time rate.

38

39 (c) Jury duty on a regularly scheduled workday for a third shift employee shall be
40 considered an excused absence and such employee shall receive jury duty allowance
41 in an amount equivalent to his straight-time hours times his straight-time rate.

42

43 (d) Payment of jury duty allowance pursuant to Sections 7.10 above, shall be limited to
44 twenty-five (25) days (or accumulation of part days) in any two (2) year period unless
45 otherwise authorized by Human Resources.

1
2 (e) The provisions of Section 7.9 and this Section 7.10 shall not apply in cases of jury
3 examination or jury duty on the sixth or seventh day of an employee's regular
4 assigned workweek, nor during Earned Time Off periods or while on leave of absence
5 nor to employees who have volunteered for jury service.
6

7 (f) Employees required to perform jury service on the day before or the day following a
8 holiday will be excused from the requirement of Article 14, Section 14.2 if such
9 employees have reported for work for the proper portion of their shifts after dismissal
10 from jury service, after serving only part of the day, in compliance with the
11 provisions of Section 7.10.(a), 7.10.(b) or 7.10.(c), as the case may be.
12

13 (g) In the event an employee is summoned for night court jury service, the Chairperson
14 of the Bargaining Committee and the Manager of Labor Relations, or their designated
15 representatives, will meet to examine and discuss the specific practices of the Court
16 involved. The parties may mutually agree to provide such employee with jury duty
17 allowance, and, if so, will mutually agree to a specific procedure for the employee to
18 follow, and will provide the employee with a copy of such procedure.
19

20 Section 7.11

21
22 (a) To be eligible for jury duty allowance pursuant to Section 7.9 and Sections
23 7.10 hereof, an employee must:
24

- 25 1. Notify his Manager within forty-eight (48) hours after receiving a notice to
26 report for jury examination or jury duty.
27
- 28 2. Cooperate with the Company requesting an excuse from or delay of jury
29 examination or jury service, in those cases where the Company determines
30 that the employee's absence will have serious adverse effects on the
31 operation of his department.
32
- 33 3. Obtain copies of, and follow, jury duty instructions from payroll prior to
34 jury service.
35
- 36 4. Have completed his probationary period.
37

38 (b) If an employee is required to report for work, in accordance with the provisions of
39 Section 7.10. above, on a day he has performed jury service or reported for jury
40 examination, and he does not report for work in accordance therewith, his absence
41 will be unexcused and he shall receive jury allowance in an amount equivalent to the
42 actual number of hours of jury service on that day, or time spent in jury examination,
43 at his straight-time rate of pay.
44

1 Section 7.12. BEREAVEMENT AND SPECIAL PAY PROVISIONS
2

3 An employee who is absent from work because of a death in his immediate family will be
4 paid upon written application an allowance equivalent to eight (8) straight-time hours of
5 pay for any three (3) consecutive days of absence on regularly scheduled working days
6 within twenty (20) working days from the date of the death provided he attends the
7 funeral or memorial service. The immediate family of an employee includes only spouse,
8 parent, step-parent, child, grandchild, step-child, brother, step-brother, half brother, sister,
9 step-sister, half-sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law,
10 grandparents, step-grandparents, and great grandparents. Also to include parent, step-
11 parent, grandparent, step-grandparents, and great grandparents of current spouse. In
12 addition, an employee will be granted bereavement leave for a stillborn child if the
13 employee provides a certificate of fetal death that has been certified by the state.

14
15 In those instances where, because a member of the employee's above defined immediate
16 family dies while in the active service of the U.S. Armed Forces and the funeral is
17 delayed, the three-day absence from work may also be delayed until such time as the
18 funeral is held. In the event there are no funeral services held (whether or not in the
19 armed Forces) due to disposal of the remains outside of North America, the remains
20 being physically destroyed, or the remains donated to an accredited hospital or medical
21 center, the funeral attendance provision shall be waived.

22
23 For the purposes of applying the terms of this Section 7.12, it is agreed that "funeral" will
24 include bona-fide memorial services associated with cremation.

ARTICLE 8

DISCIPLINE

Section 8.1. DISCIPLINE PROCEDURE

- (a) Any employee who is called to an office for the purpose of being disciplined shall be offered Union Representation and upon their request the Committeeperson will be sent for. If the employee indicates that he or she does not want union representation, the employee shall initial documentation indicating this decision. Upon arrival, the Committeeperson will be briefed on the purpose of the meeting and afforded a reasonable period of time, not to exceed five (5) minutes, to discuss the matter with the employee. Subsequent to such discussion, the meeting shall proceed without delay or interruption.
- (b) When practical, employees to be given a disciplinary layoff will be notified of this fact no later than one hour before the end of their shift. An employee shall not be given a time off penalty at the start of his shift for a prior violation.
- (c) If an employee is disciplined, he shall be given the opportunity, upon his request, to present his problem/grievance to his Committeeperson as provided in Article 9, preferably before leaving the department and in any event before leaving the plant.
- (d) Notwithstanding the provisions of Section 9.6, any employee who receives a disciplinary layoff may present a problem/grievance concerning such disciplinary action not later than one hundred and twenty (120) hours after the end of such disciplinary layoff in accordance with the provisions of Article 9.
- (e) In cases of any disciplinary action the Union reserves the right to seek modification or elimination and compensation in whole or in part for lost wages on the ground that the employee was wrongfully disciplined.

Section 8.2. DISCHARGE PROCEDURE

- (a) When practical, employees to be discharged will be notified of this fact no later than one hour before the end of their shift.
- (b) At the termination meeting, the employee will be provided a summary of the reason for the discharge.
- (c) The Company will notify a member of the Bargaining Committee prior to conducting the termination meeting with a bargaining unit employee if requested by the employee. If a Bargaining Committee member is not available, a Floor Committeeperson or in his or her absence, an Alternate Floor Committeeperson shall be notified. The employee shall be given the opportunity upon his request to present his problem/grievance to his Bargaining Committeeperson as provided in this Article, preferably before leaving the department and in any event before leaving the plant.

- 1
- 2 (d) Time spent by a discharged employee in presenting a problem/grievance to his appropriate
- 3 Union representative will not be paid for by the Company.
- 4
- 5 (e) In discharge cases the Union reserves the right to seek reinstatement and compensation in
- 6 whole or in part for lost wages on the ground that the employee was wrongfully discharged.
- 7

8 Section 8.3. PRODUCTIVITY STANDARD

9

10 The test which shall be used as a basis for disciplining or discharging an employee for productivity

11 not up to standard shall be the productivity of a normal employee reasonably exercising his working

12 capacity.

13

14 Section 8.4. GENERAL PROVISIONS

15

16 Industrial Security personnel as well as supervision shall provide Union representation upon

17 the request of an employee when (1) an employee is called to an office for the purpose of being

18 disciplined, or (2) an employee is to be involved in an investigatory interview. Upon such a request,

19 neither the disciplinary action nor the investigatory interview will proceed until Union

20 representation has been provided. If the employee indicates that he or she does not want union

21 representation, the employee will initial documentation indicating this decision.

ARTICLE 9

GRIEVANCE, APPEAL AND ARBITRATION PROCEDURE

Section 9.1. Definition

Definition: The term "grievance" shall mean a written complaint involving the interpretation or application of this Agreement. A grievance does not include a complaint about any act, communication or omission, which occurred before the effective date of this Agreement.

Section 9.2. Grievance Steps

Employees are encouraged to discuss problems with their first level manager and should feel free to involve the floor Committeeperson. If a complaint cannot be resolved through informal discussions, the following steps should be followed:

- (a) **Step 1.** Any complaint not resolved through informal discussions must be reduced to writing and signed by the employee specifying the alleged facts giving rise to the complaint, the Article(s) or Section(s) of this Agreement alleged to have been violated, and the remedy requested. Attached to the grievance must be a copy of all documents which support the grievance. The grievance must be submitted to the employee's first level manager. Within five (5) working days of the manager's receipt of a grievance, the manager will meet with the employee and the floor Committeeperson in an effort to resolve the grievance. A written answer shall be given to the floor Committeeperson and the employee within five (5) working days after the meeting. The parties attending such meetings shall have full authority to make final and binding settlements, subject to the condition that any Step 1 settlement must be consistent with this Agreement.
- (b) **Step 2.** The employee's manager's decision will be final and binding unless, within five (5) working days of the issuance of that decision, the grievance is appealed in writing to the next level of management. Within five (5) working days of the second level manager's receipt of appeal, the second level manager, the first level manager, and a Human Resource representative will meet with the floor Committeeperson, a Bargaining Committeeperson, and the employee if the employee wishes to participate. The second level manager will give a written decision to the Bargaining Committeeperson with a copy to the employee within five (5) working days from the date of such meeting. The parties attending such meetings shall have full authority to make final and binding settlements.
- (c) **Step 3.** The decision rendered by the second level manager shall be final and binding unless within five (5) working days of the issuance of that decision it is appealed to this Step 3. A meeting shall be held between the Bargaining Committee Chairperson, the Bargaining Committeeperson, the next level of Human Resources, and the next level of management at the request of the Union within five (5) working days of receipt of the appeal, (unless a longer interval is mutually agreed upon) to discuss the grievance. The parties intend this meeting to be an open sharing of information and facts regarding the grievances. The Company shall give its

1 decision to the Union within five (5) working days of the meeting. The parties attending such
2 meetings shall have full authority to make final and binding settlements.

3

4 (d) **Step 4 – Pre-Arbitration.** The decision rendered at Step 3 shall be final and binding unless
5 within five (5) working days of the issuance of that decision, the grievance is appealed in
6 writing to this Step 4. A meeting shall be held between the Bargaining Committee Chair, the
7 Union Local President, a UAW International Representative, a Senior Company Manager, a
8 Human Resources Representative and the Director of Human Resources at the request of the
9 Union within five (5) working days, (unless a longer interval is mutually agreed upon) to
10 discuss all grievances appealed to Step 4. The Company shall give its decision to the
11 Bargaining Committee and Union International Representative on all grievances considered at
12 this meeting within seven (7) working days after the meeting.

13
14 (e) **Settlements.** Grievances settled by the parties at any stage are not precedent setting and are
15 without prejudice to the position of either party.

16

17 Section 9.3 Arbitration Procedure

18

19 (a) If the Company's decision at the Step 4, Pre-Arbitration does not satisfactorily settle the
20 grievance and the Union desires to submit the grievance to arbitration, it shall provide
21 written notification to the Company's Plant Human Resources Manager by registered or
22 certified mail. Such notification must be placed in the mail within fourteen (14) days
23 following the Company's decision in Step 4, Pre-Arbitration. The Union and the
24 Company shall promptly meet to attempt to agree upon a neutral arbitrator to conduct an
25 arbitration to resolve the dispute. If the parties are unable to mutually agree to an
26 arbitrator, then the parties shall request a list of seven (7) arbitrators from the Federal
27 Mediation and Conciliation Service (FMCS) and shall alternate in the striking of names
28 until one arbitrator shall remain, who shall hear the grievance. The order of striking
29 shall be determined by lot.

30
31 (b) After the procedures set forth in Section 9.3 and 9.4 have been completed, the Arbitrator
32 shall, when the issues have not been mutually agreed upon by the parties, determine the
33 issues directly raised by the grievance and Company dispositions which are unresolved,
34 and he shall further decide whether or not these issues are arbitrable in accordance with
35 the terms of this Agreement, provided the question of arbitrability has been raised by
36 either party.

37
38 (c) A hearing shall be expeditiously scheduled, after due notice to the parties, by the
39 Arbitrator. At such hearings the testimony will be limited to such material facts as are in
40 dispute, to a determination by the Arbitrator of the issue of arbitrability, if raised, and to
41 the issue or issues processed through the Grievance Procedure and appealed to
42 Arbitration and to such argument as the Arbitrator determines to be necessary and
43 proper. All other procedure relating to Arbitration shall be determined by the Arbitrator.

1
2 Section 9.4. Arbitration Hearings and Jurisdiction of the Arbitrator
3

- 4 (a) Whenever witnesses are used, their evidence shall be taken at the Plant where the
5 problem originated unless otherwise mutually agreed to by the parties. Any employee
6 needed as a witness shall be released from work if he is on duty.
7
- 8 (b) The process of Arbitration shall be carried out as expeditiously as possible. The
9 Arbitrator shall render his decision in writing not later than two (2) calendar weeks
10 after he has taken the matter under submission, unless such time is extended by
11 mutual agreement of the parties.
12
- 13 (c) Only grievances involving interpretation or application of this Agreement may be
14 ruled on by the Arbitrator and the Arbitrator shall be limited in his decision to a
15 determination on the issues determined in accordance with Section 9.5 hereof.
16
- 17 (d) The Arbitrator shall be prohibited from adding to, modifying or subtracting from the
18 terms of this Agreement, or any supplemental written agreement of the parties.
19
- 20 (e) The decision of the Arbitrator shall be final, binding and conclusive. Copies of such
21 decisions shall be sent by the Arbitrator to the Director of Human Resources of the
22 Plant involved, the Union International Representative, and the Chairperson of the
23 Bargaining Committee of the Plant involved.
24
- 25 (f) In cases of disciplinary action the Arbitrator has the right to rescind the penalty and to
26 compensate the employee for lost wages on the ground that the Company disciplined
27 the employee without a justifiable reason. The Arbitrator shall not pass upon the
28 extent of the discipline, except where the appealing party proves that the penalty was
29 inconsistent with penalties applied in other similar cases, in which case he may
30 modify the penalty to make it consistent with penalties applied in other similar cases.
31 However, in discharge cases the Arbitrator may pass upon the extent of the discipline.
32 Where he determines that discharge was not the proper penalty he shall determine
33 what the proper penalty should be.
34
- 35 (g) The arbitrator shall not consider as a past practice any other event, policy, or
36 grievance resolution that occurred before the Effective Date of this Agreement.
37

38 Section 9.5. General Provisions
39

- 40 (a) The compensation and expense of the Arbitrator and of Arbitration shall be borne
41 equally by the parties. Either party shall have the right to have a transcript at its own
42 expense.
43
- 44 (b) The Union agrees that it will not request the services of any Government Agency or
45 of any other party to intervene in any problem, grievance or dispute until the full
46 Problem/Grievance Procedure, Appeal Procedure and Arbitration Procedure as set
47 forth in this Article (providing the grievance is properly subject to Arbitration under
48 the terms of this Article), have been utilized.

- 1
2 (c) Grievances which are appealed to Arbitration and which contain continuing liability
3 shall be given priority over all other grievances in the Arbitration Procedure at that
4 time.
5
6 (d) Time spent by employees during their working hours in connection with the
7 presentation of their problems to the appropriate Union representative, as provided in
8 this Article 9, will be paid for by the Company.
9
10 (e) The Company may make any investigation necessary to determine the facts
11 surrounding any problem/grievance. However, the Company will make no attempt to
12 settle or dispose of any such problem/grievance with the concerned employee after a
13 Union representative has begun the processing of such problem/grievance, except in
14 the presence of the appropriate Union representative.
15

16 Section 9.6 Time Limits

17
18 There is no responsibility on the Company to make an adjustment of any
19 problem/grievance:
20

- 21 (a) Unless it is presented within five (5) working days after the occurrence of the acts or
22 omissions of the Company which are the basis of the problem/grievance unless the
23 circumstances of the case made it impossible for either the employee or the Union to
24 know that he had grounds for such a claim prior to that date, in which event it must be
25 presented within five (5) working days after the employee or union first knew of such
26 act or omission; or
27
28 (b) In no event shall any decision or award upon any problem or grievance filed by any
29 employee or the Union under this Article 9 be made effective for any period beyond
30 thirty (30) calendar days prior to the date such problem/grievance was first recorded
31 in accordance with this Article 9.
32
33 (c) Any of the periods within which any of the acts required in Article 9 are to be
34 performed may be extended by written mutual agreement between the Union and the
35 Company.
36
37 (d) In computing the time within which the said acts are required to be performed under
38 Article 9, holidays shall be excluded; Saturdays and Sundays shall also be excluded,
39 except when specified as calendar day.
40
41 (e) There is no responsibility on the part of the Company to make any further adjustment
42 of any problem raised or grievance filed when the employee to whom the problem
43 applies or to whom the grievance is applicable has voluntarily terminated his
44 employment with the Company, unless the problem/grievance involves a claim for
45 compensation.
46
47 (f) The decision of the arbitrator will be final and binding on the Company, the Union,
48 the Union's membership, and the aggrieved employee or employees.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

Section 9.7

Grievances may be initiated directly at Step 3 by a Bargaining Committee person for the following issues only:

- (a) Article 13, Seniority except shift transfers
- (b) Article 6, Wages and Job Classifications
- (c) Article 19.6, Subcontracting
- (d) Employees out of the plant on formal leave(s) of absence
- (e) Discharges for cause and other involuntary terminations
- (f) Section 19.5, No Discrimination
- (g) Article 17, Health & Safety
- (h) Matters affecting a substantial number of employees in the same manner
- (i) Matters the parties agree are general in nature referred by the Bargaining Committee to Human Resources

Section 9.8. Time Limit to Process Grievance

The Company shall not be required to consider or process any grievance not presented in Step 1 within five (5) working days after the occurrence of the act which gave rise to the grievance, or any grievance which is not processed within the other time limits established in this Article unless such time limits are mutually extended in writing by the parties.

Section 9.9. Arbitration Proceeding

Unless otherwise agreed by the parties, each grievance appealed to arbitration shall be the subject of a separate and distinct arbitration hearing and decision, and no arbitrator shall be selected by the parties to hear or decide more than one (1) grievance in any one (1) arbitration proceeding.

Section 9.10. Time Limitation as to Back Pay

Grievance claims regarding retroactive compensation shall be limited to thirty (30) calendar days prior to the written submission of the grievance to the Company.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

ARTICLE 10

LEAVES OF ABSENCE

Section 10.1. Authorized Leaves of Absence

Leaves of Absence will be granted in accordance with the Family and Medical Leave Act (FMLA) and the Company local policy. Employees are required to use available Earned Time Off concurrently with their FMLA absence. In such cases, all employees shall be entitled to retain up to fifty percent (50%) of current year earned time off for use. Falsification or misrepresentation of facts in connection with a FMLA request shall be cause for discipline, up to and including discharge.

Section 10.2. PERSONAL—INFORMAL LEAVES OF ABSENCE

- (a) An informal leave of absence is one for a period of less than eight (8) calendar days.
- (b) An informal leave of absence without pay for good and sufficient reason shall be granted by applying to and receiving written approval from management, unless approved by Human Resources. Management will respond to the request in a timely manner.

Section 10.3. PERSONAL—FORMAL LEAVES OF ABSENCE

- (a) A formal leave of absence is one for a period of eight (8) calendar days or more.
- (b) A formal leave of absence without pay for good and sufficient reason shall be granted for a period not to exceed two (2) months, except as provided in Section 10.3.(d) or 10.3.(e) below, upon written application to and receipt of written approval from the Manager of Human Resources.
- (c) A formal leave of absence may be extended upon written application to and receipt of written approval from the Company.
- (d) A formal leave of absence, without pay, shall be granted to employees who are either:
 1. Elected to public office at a direct primary, municipal, special district or general election; or,
 2. Appointed by the appropriate elected official of the Federal, State, County or City government to a non-civil service government position for which applications are not taken or requested and competitive examinations are not a basis of selection; during the period their absence, on a full-time basis, is required by the duties of such position for an extended and uninterrupted period.

1
2 3. Elected or appointed to conduct Union business. Such employee shall be given, upon
3 written request from the Regional Director of the International Union or from the
4 President of the Local Union to the Manager of Human Resources, a formal leave of
5 absence not to exceed a period of one year, which shall be extended yearly thereafter
6 upon request.
7

8 (e) A formal leave of absence, without pay, shall be granted to employees for training and
9 service in the Peace Corps or Vista for the period required of such employee by the agency
10 involved, plus an additional ninety (90) days after completion of such service to return to
11 work.
12

13 Section 10.4 MEDICAL FORMAL LEAVES OF ABSENCE—NON-INDUSTRIAL ILLNESS
14 OR NON-INDUSTRIAL INJURY
15

16 (a) An employee who must be absent for an extended period due to a non-industrial illness or
17 injury shall be granted upon written request a leave of absence not to exceed a period of six
18 (6) months. However, if such employee has been notified that he is excess and subject to
19 layoff under the provisions of this Contract, such leave will be granted only in an emergency
20 situation which develops after he has been notified he is excess.
21

22 (b) Extension of leave of absence for illness or injury shall, for good cause, be granted upon
23 written request to the Company involved for a period or periods not to exceed the
24 employee's years of seniority accumulated at the time of the original medical formal leave of
25 absence (a partial year shall count as a full year) or two (2) years, whichever is greater, but
26 in no event more than five (5) years. Such written request from the employee must be
27 accompanied by a written statement from the employee's personal physician citing the
28 reasons for requesting the extension.
29

30 Section 10.5. Other Leaves.
31

32 Other leaves of absence may be granted to any employee with a minimum of ninety (90) days active
33 service for any reason deemed satisfactory to the Company or as required by law. Where practical,
34 a request for a leave of absence must be made in writing to one's manager five (5) working days
35 prior to the beginning of the leave.
36

37 GENERAL PROVISIONS
38

39 Section 10.6.
40

41 An employee who is granted a formal leave of absence will be required to check out through the
42 tool crib and return his identification card or otherwise follow the local plant clearance procedures.
43
44

1 Section 10.7.

2

3 Any employee returning from a leave of absence because of illness or injury shall at the time of
4 such return be reexamined by the Company's authorized physician to determine whether the
5 employee has recovered sufficiently to do his job.

6

7

8 Section 10.8.

9

10 Each returned employee shall be returned to his former job classification with no reduction in pay
11 provided he is entitled to said job in accordance with the provisions governing seniority and
12 provided further that said employee is capable of performing the work of his former job. In the
13 event that said employee's former job has been eliminated, the provisions governing seniority shall
14 automatically apply to said employee.

15

16 Section 10.9.

17

18 Extension of leaves of absence shall be requested prior to the expiration of the leave of absence,
19 unless the employee presents satisfactory proof that it was not possible for him to have done so.

20

21 Section 10.10.

22

23 An employee who is absent because of illness or injury to the extent that his normal efficiency on
24 his job is below standard shall be examined by a Company appointed physician to determine if he
25 can perform his job at normal efficiency.

26

27 Section 10.11 Leave of Absence Condition

28

29 An employee accepting other employment or engaged in business for himself while on leave of
30 absence shall be deemed to have voluntarily resigned from the company.

ARTICLE 11

ILLNESS AND HEALTH

Section 11.1.

When the Company, after medical examination, places restrictions or conditions upon the physical activity in which an employee may engage while at work, it shall deliver a copy of the Company form specifying such conditions and restrictions to such employee.

Section 11.2.

Should the Company's authorized physician decide that an employee is not capable of performing his job because of his current medical condition and should a dispute arise between the Company's physician and the employee's personal physician, as indicated in writing, as to the former's diagnosis or prognosis and/or necessity for or extent of medical restriction(s), the Chairperson of the Bargaining Committee shall present the issue to the Manager of Human Resources, or his designated representative.

Section 11.3.

If the problem is not resolved by the Chairperson of the Bargaining Committee and the Manager of Human Resources, and the physicians do not reach agreement upon the diagnosis and appropriate restrictions through exchange of information and discussion, the parties will meet and when appropriate, have the employee be examined by a mutually agreed upon independent physician or clinic. Such meeting shall occur within ten (10) days of the date of the meeting provided in Section 11.2 above unless extended by mutual agreement.

Section 11.4.

Prior to the examination, the Company's physician and the employee's personal physician will be requested to provide such independent physician or clinic with applicable x-rays, laboratory test reports and reports of physical examinations, etc. The examination will be conducted in a timely manner whether or not such reports are provided. The parties will hold the findings of such physician or clinic as valid and controlling.

Section 11.5.

Should the parties have difficulty selecting a mutually agreed upon physician, the applicable county medical association shall be asked to suggest a list of five (5) physicians. If the parties cannot reach agreement on which of the five (5) physicians to select, each party may strike the names of two from the list, and the remaining candidate will be utilized.

1 Section 11.6.

2

3 If the diagnosis of the Company's physician, which is the basis of the medical restriction, is
4 determined to be incorrect, the Chairperson of the Bargaining Committee and the Manager of
5 Human Resources will meet to mutually agree upon what, if any, compensation for lost wages is
6 due the employee. Should they fail to meet mutual agreement, a problem may be initiated under the
7 provisions of Article 9.

ARTICLE 12

MILITARY SERVICE

Section 12.1. ACTIVE DUTY IN ARMED FORCES FOR TRAINING AND SERVICE

- (a) Any employee, subject to the terms of this Agreement, who enlists in or is inducted or is called into active duty in the Armed Forces of the United States, under the provisions of applicable law, shall, upon the satisfactory completion of said period of active service, be restored by the Company to the position to which he is entitled in accordance with the provisions of applicable law and this Agreement, subject to the provisions of Section (b) and (c) below.
- (b) The period in which such employee must make application to the Company for reinstatement, after satisfactory completion of service, shall be as provided in applicable law.
- (c) The period of time which an employee may spend in the Armed Forces of the United States and retain his right to reinstatement shall not exceed that provided for in any applicable law entitling him to such reinstatement.
- (d) Any employee subject to the terms of this Agreement who terminates his active employment with the Company to enter the Armed Forces of the United States to perform active duty for training and service shall be entitled to prorated earned time off allowance in accordance with the provisions of Article 15.
- (e) Any employee, subject to the terms of this Agreement, who has completed at least one year of continuous service since his most recent date of hire and who terminates his active employment with the Company to enter the Armed Forces of the United States to perform active duty for training and service shall be entitled to a sum equal to one hundred and sixty (160) hours of pay at the straight-time rate he was receiving at the time he entered such active duty, provided he entered upon such active duty within ninety (90) days of leaving active employment with the Company.

Section 12.2. TRAINING DUTY BY TRAINING DUTY RESERVISTS

- (a) Employees in any of the reserve services of the United States Armed Forces ordered to perform training duty of short duration as Training Duty Reservists shall be granted leaves of absence for all the time necessary to fulfill their required duties and obligations to such reserve service.
- (b) Employees in any of the reserve services of the United States Armed Forces who:
 - 1. Are required to perform temporary short-term active duty of ninety (90) days or less, including annual active duty for training as a member of the United States Armed Forces Reserve, National Guard, or for Training Duty Enlistment period under the Armed Forces Reserve Act;

1
2
3
4
5
6
7
8
9
10
11

2. Prior to performing such active duty, have completed more than one year of continuous service since their most recent date of hire;

3. Within sixty (60) days after completion of such service, present a properly executed certification, satisfactory to the Company, of such active duty service shall receive a payment of his straight time pay which would have otherwise been paid by the Company during the first ten (10) working days of such period, including holidays, or portion thereof of each Company fiscal year, that the employee is called to such duty, less military pay earned during the fourteen (14) calendar days starting with the first day of such service.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

ARTICLE 13
SENIORITY

Section 13.1 Definitions

- (a) Plant - The word "Plant" shall be as defined in Article I.
- (b) Classification and labor grade - The words "classification and labor grade" are defined as consisting of a group of job requirements as established by a job description identified by an individual title as contained in the Job Classification and labor grade Rate Lists (Exhibit D)
- (c) Available Job - the term "available job" shall be a job held by a probationary employee subject to layoff pursuant to Section 13.4(a).
- (d) Proprietary Work - The term "Proprietary Work" means that work which, by its unique nature and strict "need-to-know" criteria, requires, for exposure to and/or participation in, an access, that is in addition to or in lieu of a security clearance.
- (e) Previously Held - The term "previously held" means any jobs for which the employee had seniority rights under the previous contract and any future job classification held by an employee for at least 60 days.
- (f) Labor Grade - The skill and pay level within a classification.
- (g) Department for Shift Transfer Requests - For the purposes of shift transfers, job classification shall be considered a single "department" for any employee in the bargaining unit on the date of ratification of this contract, and for any future employee who has completed two full years of seniority in the bargaining unit. Until an employee has two full years of seniority, for shift transfer purposes, "department" shall have its regular meaning within the Company's organization structure.

Section 13.2 Measurement of Seniority

(a) Seniority

Seniority shall be measured by the employee's length of service with the Company (including seniority recognized by any predecessor or subsidiary Company) from his effective date of entry into the Plant, except as modified by the provisions of Section 13.2(b) hereof and Application of Seniority NLRB Decision 21-UC-10: provided, however, that no employee with seniority in an area unit as of the effective date of this Agreement will have his seniority date changed as a result of this provision. The seniority of employees with the same seniority date will be determined by the alphabetical order of their names (surname first, then given name, then middle initial) with the employee whose name appears nearer the beginning of the alphabet having greater seniority. Employee's names for this purpose will be established as their name on the Company's records as of the effective date of the Agreement. New employees will have their names established as their name on the Company's records as of their hire date.

(b) Former Boeing Employees

It is understood by both parties that the Company shall not honor any Boeing layoff/recall list. Although it is not obligated to do so, the Company may also choose to hire some employees formerly employed by Boeing who have been laid off, and remain on Boeing's recall list. If the Company hired any such employee within twenty-four (24) months of June 17, 2005, the Company agrees that it will credit such employee with his or her seniority.

(c) Probationary Period

1. All employees hired are on probation for a period of ninety (90) days from their most recent date of hire (first date worked). They shall not have seniority status during this period. At the end of the ninety (90) day probationary period, an employee's seniority shall be retroactive to his most recent date of hire or entry (re-entry for employees who transferred out of the area unit before the end of the probationary period) into the area unit, whichever occurs later. All probationary employees shall be considered as temporary employees.
2. If a probationary employee is laid off and is subsequently rehired by the Company within six (6) months of his original date of hire into the same classification and labor grade from which he was laid off, he will complete his probationary period when he has been on the payroll for a total of ninety (90) days including the period prior to his layoff. When he has completed ninety (90) days on the payroll, such employee's seniority shall be retroactive to his date of hire or entry into the area unit prior to the layoff which interrupted his probationary period.
3. If a probationary employee is laid off and is subsequently rehired by the Company within six (6) months of his original date of hire into a different classification and labor grade than that from which he was laid off, the employee will be on probation for a period of ninety (90) days from his date of rehire. However, upon completion of such ninety (90) day probationary period, the employee's seniority shall be retroactive to his date of hire or entry into the area unit prior to the layoff which interrupted his probationary period.

SENIORITY MOVEMENT AT TIME OF EXCESS

Section 13.3 Temporary Layoffs

- (a) When reducing the workforce due to breakdown, shortage of material or causes of a like nature, which in the judgment of the Company are of a temporary nature not exceeding one (1) week, employees directly involved will be laid off and returned to work according to their seniority in their classification and labor grade in their department in their Plant.
- (b) When reducing the workforce due to breakdown, shortage of material or causes of a like nature, which in the judgment of the Company are of a temporary nature not exceeding four (4) weeks, employees will be laid off and returned to work according to their seniority in their classification and labor grade in their department in their Plant.

1
2 (c) The Company will pay each employee on temporary layoff under the provisions of this
3 Section, the holiday pay provided in Article 14, for each holiday falling during the period he
4 is on temporary layoff. Such employee will, if eligible, be paid bereavement pay and jury
5 duty allowance as provided in this Agreement.

6
7 (d) In all cases the Company and the Union shall review and take into consideration any
8 alternatives to temporary layoff. (example, work out of classification, loans, etc.)
9

10 Section 13.4 Layoffs for Extended Periods

11
12 (a) When reducing the workforce, other than in accordance with the provisions of Section 13.3,
13 first probationary employees in the classification and labor grades affected and thereafter
14 probationary employees in the Plant shall be laid off, provided there are excess employees
15 with seniority who have the ability to perform the work and who are entitled to the
16 classification and labor grade pursuant to the provisions of Section 13.4(b).
17

18 (b) A seniority employee whose seniority is insufficient to entitle him to remain in his
19 classification and labor grade at his Plant (if there are employees with more seniority who
20 have the ability to perform the work and who are entitled to the classification and labor
21 grade in accordance with the provisions of this Section) will be given the choice between
22 layoff from his classification and labor grade to be recalled in accordance with the
23 provisions of Section 13.7 and a job in the appropriate classification and labor grade
24 identified in accordance with the provisions set forth below which will result in the least
25 reduction in pay if he has sufficient seniority and in each case conditioned upon his ability to
26 perform the work.
27

28 1. For all employees: (a) transfer to displace the least senior employee in the next lower
29 level in his classification; or (b) to the highest classification he has previously held; or
30 (c) to a job within the next lowest classification in the family group of the classification
31 he held on June 17, 2005. If the employee has rights to more than one job in the same
32 labor grade, he will be offered the job held by the least senior employee. Any such
33 transfer shall be dependent on the ability of the employee to perform the job into which
34 transfer is made.
35

36 2. Transfer to an available job in his Plant in the same or a lower level in the highest
37 classification and labor grade to which he has upgrade rights if no employee has a right
38 to such job under Section 13.4(b)(1), and if this will result in a reduction in pay in the
39 same or a lesser amount than the transfer provided in Section 13.4(b)(1). If a seniority
40 employee is transferred to an available job and is the least senior employee in the
41 classification and labor grade to which he transferred, his job will be an "available job"
42 for more senior employees who are excess during the next ninety (90) days and would
43 not otherwise be eligible to remain at work under the provisions of this Section 13.4(b).
44

45 (c) All Plants

46
47 1. Inability to Perform
48

1 If an employee is unable to perform the work of a classification and labor grade to which
2 he would normally have a seniority right in accordance with the provisions of Section
3 13.4(b), and (c) hereof, his rights under Section 13.4(b), and (c) will be determined as if
4 the classification and labor grade which he is unable to perform did not exist as a
5 seniority right.

6
7 2. Converted Employees
8

9 i. An employee who is in an over-rate-range position as a result of the
10 application of Article 6, Section 6.1 subsequent to the effective date of
11 this Agreement who is excess in the classification and labor grade to
12 which he was converted will have the option of exercising his seniority
13 under this Section 13.4 as if he were still in his former classification and
14 labor grade, if he has the ability to perform the work of such classification
15 and labor grade or exercising his seniority in his new classification and
16 labor grade. If he elects to exercise his seniority in his new classification
17 and labor grade, the provisions of Section 13.10(f)(2) shall apply with
18 regard to his seniority rights to his former classification and labor grade.
19 In addition, any employee converted in accordance with Article 6 will
20 have the same rights.

21
22 ii. If an employee is excess in a newly created classification and labor grade
23 subsequent to the effective date of this Agreement about which the
24 Company and Union have not yet reached agreement as to rate range, he
25 will exercise his seniority as if he were still classified in his most recent
26 previous classification and labor grade. When the Company and the
27 Union reach agreement as to the rate range, for such newly created
28 classification and labor grade and such rate range is the same or higher
29 than that of the employee's current classification and labor grade, he will
30 be provided recall rights to such newly created classification and labor
31 grade.

32
33 (d) Inverse Seniority Layoff and Recall (ISL)
34

35 Notwithstanding any other provision of this Article 13, employees with one (1) year or more of
36 seniority may voluntarily elect to be laid off in inverse or descending order of their seniority
37 within their classification and labor grade, without losing right of recall. The provisions for such
38 layoff and recall situations are as set forth below:

- 39
40 1. Employees with one (1) year or more of seniority and who desire to be laid off in inverse
41 order of their seniority shall make application for such layoff to the Human Resources
42 Department, on a form supplied by the Company, at least two (2) weeks prior to the next
43 regularly scheduled Seniority Movement Date (SMD). Such application shall remain in
44 force for each succeeding SMD unless canceled by the employee at least two (2) weeks
45 before such succeeding SMD.
46

- 1 2. In the event of a layoff for an extended period, employees who have made application
2 under the ISL plan shall be laid off in descending order of their seniority as excesses
3 occur in their classification and labor grade. An employee, who has been laid off
4 pursuant to an ISL during periods of extended layoffs, may return to the job from which
5 he was laid off after 90 calendar days if the employee elects to do so by displacing a
6 junior employee in that job.
7
 - 8 3. If additional layoffs are required to reduce the workforce in accordance with production
9 requirements, the normal layoff procedure of Article 13, Section 13.4(a) shall apply.
10
 - 11 4. If the Company determines that an employee who has made application for an ISL
12 cannot be laid off during the regular SMD because his skills are required on a regular
13 assignment, the circumstances shall be discussed with the Wage/Seniority Coordinator,
14 and the employee may be retained on such assignment until another employee can be
15 trained to perform the work but in any event, except for extremely rare occasions, no
16 longer than sixty (60) days.
17
 - 18 5. An employee on layoff under the ISL plan must remain on layoff from the Plant from
19 which laid off for a minimum of sixty (60) days.
20
 - 21 6. An employee on layoff under the ISL plan shall have recall and reinstatement rights and
22 the Company shall have cancellation of ISL Layoff Rights identical to those described in
23 Article 13, Section 13.7(c)(6) of the Agreement.
24
 - 25 7. An ISL employee shall be entitled to all benefits due any other laid off employee, just as
26 though the layoff occurred under the regular Seniority Movement rules.
27
 - 28 8. In the event a ruling is made by the state in which an ISL employee lives, that such
29 employee is ineligible because of the voluntary aspects of the ISL plan, the employee
30 may, at his option, apply to be recalled in line with seniority as openings occur, but shall
31 not displace an employee at work.
32
- 33 (e) The Company will not contest the right of an employee who exercises Inverse Seniority
34 layoff to apply for and receive Unemployment Insurance benefits.
35

36 Section 13.5 Scheduling Of Seniority Movements
37

- 38 (a) The Company and the Union agree that seniority movements shall normally be scheduled on a
39 once-a-month basis.
40
- 41 (b) Layoffs of seniority employees will be scheduled for the last Thursday of the calendar month,
42 except if the last Thursday of the calendar month is a holiday identified in Article 14, such
43 layoff will be scheduled for the next Thursday or the following Thursday at the discretion of the
44 Company, and classification and labor grade changes as a result of seniority movement will be
45 made effective the following Monday. The Company shall during the following week review
46 the effects of the seniority moves made and correct, without liability, any errors which may have
47 developed as a result of such moves; however, during that week the Company will assume

1 liability if it does not, within forty-eight (48) hours after an error is detected, initiate recall
2 action to correct such error. The Company will also assume liability for specific errors involving
3 individual employees brought to its attention by the Wage/Seniority Coordinator in advance of
4 the seniority movement.
5

6 (c) During the period between scheduled seniority movements, when an employee's work runs out,
7 the Company will provide another assignment for such employee without liability to employees
8 currently on layoff or downgrade, with the understanding that at the time of the next scheduled
9 seniority movement such employees will be properly classified or laid off in accordance with
10 the provisions of this Article.
11

12 (d) Employees will not be laid off between regular seniority movements, except that employees
13 who

14 1. Return from formal leave of absence; or

15 2. Return from off-site assignments; or

16 3. Lose the seniority status provided by Section 13.15 hereof and would be laid off without
17 option at the time of the next seniority movement may be laid off without option at the
18 time of such occurrence.
19
20
21

22 (e) It is the intent of the Company to apply the loan-out provisions of Section 13.5(c) hereof to
23 employees who, unless there is a subsequent change in the work requirements of their
24 department, will be excess in their classification and labor grade in their department at the time
25 of the next seniority movement. In instances where employees who will clearly not be excess in
26 their classification and labor grade in their department at the time of the next seniority
27 movement are loaned out, such actions must be in accordance with the provisions of Section
28 13.12.
29

30 (f) When work operations are being reduced in volume or phased out, the Company shall not be
31 obligated to displace an employee at the time of a seniority movement if such employee's
32 current assignment will be completed before the next scheduled seniority movement. Similarly,
33 the Company may retain an employee on his assignment in order to familiarize his replacement.
34 When such familiarization period is completed, he will be laid off in accordance with Section
35 13.5(d) or downgraded in accordance with Section 13.4. The Company representative assigned
36 to seniority problems will notify the Wage/Seniority Coordinator when an employee is retained
37 in accordance with the provisions of this Section 13.5(f).
38

39 (g) If the Company faces an immediate reduction in the workforce at any Plant as a result of an
40 occurrence such as a contract cancellation, a stop-work decision or a change in schedule which
41 occurs between scheduled seniority movements, the circumstances surrounding the occurrence
42 will be discussed by the Wage/Seniority Coordinator and the Company representative assigned
43 to seniority problems who will determine if a temporary layoff under the provisions of Section
44 13.3(a) hereof should be applied to cover the period until the next scheduled seniority
45 movement or a seniority movement scheduled as soon as practical. Earned Time Off allowance
46 will be prorated to the next regular seniority movement for those employees laid off under this
47 Section 13.5(g) on a special seniority movement.

1
2 (h) The Company shall have a reasonable adjustment period not exceeding two (2) calendar weeks
3 commencing with the date it is determined that an immediate reduction is necessary in
4 accordance with Section 13.5(g), and such reduction exceeds two hundred and fifty
5 (250) employees. During any adjustment period, employees temporarily may be retained,
6 transferred, assigned work, laid off or recalled; however, at the end of such period all employees
7 will be assigned to a job and properly classified, laid off or recalled in accordance with the
8 provisions of this Article.

9
10 **FILLING JOB VACANCIES**

11
12 Section 13.6 Priorities

13
14 The priority of rights to fill job vacancies will be as set forth below:

15
16 First Priority - Shift transfers in accordance with the provisions of Section 13.10(g).

17
18 Second Priority - Seniority rights under Sections 13.4 and 13.7. These include rights at time
19 of excess, upgrade of employees at work and recall of employees from layoff.

20
21 Third Priority - Job bidders under the provisions of Section 13.8.

22
23 Fourth Priority - Preferential reinstatement under the provisions of Section 13.9.

24
25 Fifth Priority - Concurrently, promotion of non-bidders, and hires.

26
27 Section 13.7 Recall Of Employees

28
29 (a) An employee who was laid off or downgraded with recall or upgrade rights at the Plant where a
30 vacancy arises and who retains recall rights at such Plant will be offered recall or upgrade in
31 order of his seniority to a job in accordance with the provisions set forth below, conditioned in
32 all cases upon his ability to perform the work:
33

34 1. To a vacancy in the highest classification and labor grade from which the employee was
35 downgraded or laid off or retains "previously held" rights as defined in this Article.

36
37 2. To a vacancy in a classification and labor grade in the same or lower level to which he
38 had a seniority right at the time he was exercising his seniority in accordance with
39 Section 13.4(b).

40
41 (b) Employees retain their recall rights as provided herein equal to their years of seniority but not
42 less than two (2) or more than five (5), whichever is less, as provided in 13.2(a) and 13.16(g).

43
44 (c) An employee will be recalled only to classification and labor grades within the bracket of levels
45 most recently designated in accordance with the provisions of Sections 13.14(c) hereof. An
46 employee recalled to a classification and labor grade within the bracket of levels he has most
47 recently designated in accordance with the provisions of Sections 13.14(c) hereof but lower than

1 the highest level to which he has recall rights may elect to remain on layoff to be recalled to the
2 Plant at which he refused recall only to the highest level to which he has recall rights except
3 that, if the employee is still on layoff two (2) weeks after he declines such recall, he may re-
4 designate the lowest level to which he will accept recall in accordance with Section 13.14(c).
5
6

- 7 1. An employee laid off or downgraded who has subsequently been promoted or offered
8 recall or upgrade at his home Plant to a classification and labor grade with the same or
9 higher base rate as the highest classification and labor grade to which he has recall rights
10 will no longer have transfer, upgrade or recall rights to the classification and labor grade
11 from which he was laid off or downgraded.
12
- 13 2. An employee offered upgrade to a classification and labor grade lower than the highest
14 classification and labor grade to which he has upgrade rights may elect to remain on
15 downgrade to be offered upgrade only to classification and labor grades higher than
16 theretofore offered to which he has upgrade rights in accordance with the provisions of
17 Section 13.7.
18
- 19 3. Employees offered upgrade to the highest classification and labor grade to which they
20 have recall rights may elect to remain on downgrade. However, by such action they
21 forfeit all upgrade rights.
22
- 23 4. An employee who is at work in an over-rate range position as a result of the application
24 of Article 6, will retain upgrade rights to his former classification and labor grade.
25
- 26 5. Suspension of Recall Rights
27

28 An employee may suspend his recall rights at the time he is laid off or following layoff
29 by appearing in person or submitting a written request by registered or certified mail,
30 return receipt requested, to the Human Resources Department of the Plant from which he
31 was laid off, provided such request is made prior to actual recall. In addition, an
32 employee may suspend his recall rights when he is recalled, provided he is employed by
33 another employer. Such suspension shall not, in any event, extend beyond the period
34 provided in Section 13.16(g). A laid-off employee who has suspended his recall rights
35 will be provided a document indicating his recall rights have been suspended. A laid-off
36 employee who has suspended his recall rights may reinstate such recall rights for future
37 vacancies by appearing in person or submitting a written request by registered or
38 certified mail, return receipt requested, to the Human Resources Department of the Plant
39 from which he was laid off. Such requests for reinstatement of recall rights must be
40 received by the Human Resources Department, such recall rights will be reinstated three
41 (3) full working days following receipt of such notice by the Company. When the
42 Company has recalled all employees with a recall right to a classification and labor
43 grade it shall cancel the suspensions of recall rights currently in effect for employees for
44 whom the classification and labor grade is the highest classification and labor grade to
45 which they would otherwise have recall rights, in inverse order of seniority.
46

- 47 6. Suspension of Upgrade Rights
48

1 An employee at work on downgrade at any Plant may request suspension of his upgrade
2 rights at that Plant. Such request must be received by the Human Resources Department
3 prior to the occurrence of an upgrade opportunity or at the time the downgrade job was
4 accepted. A downgraded employee who has suspended his upgrade rights may request
5 their reinstatement by appearing in person in the Human Resources Department of the
6 Plant where he is currently working. Such upgrade rights will be reinstated three (3) full
7 working days following receipt of such notice by the Company. The Company shall
8 cancel such suspension in accordance with the provisions of Section 13.7(c)(6).
9

10 Section 13.8 Posting And Bidding
11

12 The rules which apply to posting and bidding are posted electronically and displayed on the regular
13 bulletin board locations throughout the Plants and are attached hereto as Section 13.20.
14

- 15 (a) Every three (3) months (February, May, August and November) the Company will
16 electronically post for the first five (5) working days of the calendar month, with an
17 electronic notice to the Union Wage and Seniority Coordinator, lists of jobs within the Plant
18 for which it expects vacancies to occur during the last three (3) of the succeeding four
19 (4) months. During the five (5) working days that the jobs are posted, employees, including
20 employees on layoff with recall rights, will be permitted to bid for jobs for which they are
21 qualified. If an active employee successfully bids for a job in a lower level, the provisions of
22 Section 13.10(f)(2) shall apply. There will be a limit of three (3) job bids for such vacancies
23 per employee per period. Employees who are absent from the plant during the entire five
24 (5) day period (or who are placed on downgrade immediately after the bidding period) may
25 submit up to three (3) valid bids for which it expects vacancies to occur during the next ten
26 (10) working days following the normal posting period.
27
- 28 (b) The Company and the Union will develop a streamlined and reliable electronic bid process,
29 but until such a process is developed and implemented, the following process will be used.
30 On each bid the employee will complete the bid form including the specific job
31 classification and labor grade desired. He will also indicate the shifts, departments and the
32 locations at his own Plant, which are not acceptable, if any. The Manager will assist the
33 employee to insure the bid form is properly completed and legible. The employee will
34 submit the bid to his Manager. The Manager will sign and date the bid and return a copy to
35 the employee. The original will be forwarded to Human Resources for processing.
36 Employees who are not at work, including employees on layoff, may submit their bids either
37 directly or through the Union to the Human Resources Department. The Human Resources
38 Department will sign and date the bid and return a copy to the employee. An employee's bid
39 will remain active until the end of the quarter except as modified by Section 13.8(d).
40
- 41 (c) The Company will fill job vacancies by bidders who meet the qualifying requirements for
42 the job in seniority order as openings occur
43
- 44 (d) An employee must accept the first vacancy for a job for which he has bid and which meets
45 his specifications as to shift, department and location. If more than one classification and
46 labor grade for which the employee has bid becomes available to him at the same time, he
47 will select the classification and labor grade he will accept. When an employee is placed in a
48 classification and labor grade as a result of a bid, all of his remaining active bids will

1 immediately become void and he will be ineligible to bid during the next bidding period
 2 unless he is downgraded or laid off, in which case he will immediately become eligible to
 3 bid. If an employee, after he has bid, receives a job with the same or a higher maximum rate
 4 than that of a job for which he bid, his bid will be canceled. If an employee who has bid is
 5 placed on layoff, his bids will remain active until the end of the quarter. If an employee who
 6 has bid goes on formal leave of absence, his bids will be suspended while he is on leave, but
 7 will be reactivated for future openings if he returns to work before the end of the quarter. An
 8 employee may not bid until he has one (1) year seniority.
 9

- 10 (e) If a vacancy occurs in a job, which the Company did not post, the Company will post such
 11 vacancy for five (5) working days at the regular posting locations throughout the Plant.
 12 During the five (5) working days that the jobs are posted employees within the Plant, and
 13 employees on layoff as identified in Section 13.8(a), may submit bids as provided above.
 14 The limit of three (3) job bids per period provided in Section 13.8(a) will not apply to jobs
 15 posted under this Section 13.8(e). During the succeeding ten (10) working days the
 16 Company will determine the senior employee who bid and fill the vacancy.
 17
- 18 (f) As employees who are determined not to be qualified are passed over, they will be notified
 19 in writing of the reason why they are not promoted or transferred. Problems raised protesting
 20 failure of the Company to promote or transfer an employee in accordance with this
 21 procedure will be processed in accordance with the provisions of Article 9.
 22
- 23 (g) The Company representative responsible for the administration of the Posting and Bidding
 24 system will keep the Wage/Seniority Coordinator informed during the development of lists
 25 of qualified bidders and will inform the Wage/Seniority Coordinator before employees are
 26 notified in accordance with Section 13.8(f).
 27
- 28 (h) If the qualified bidders' lists have been exhausted before the end of the three (3) month
 29 period or if no qualified employees bid on vacancies subsequently posted by the Company,
 30 further vacancies will be filled in accordance with the priorities set forth in Section 13.6
 31 (except that the next bid period list will be used, if available, to augment the exhausted
 32 bidders' lists).
 33
- 34 (i) An employee at work on downgrade who, as a result of a job bid, is promoted to a
 35 classification and labor grade in the same or a higher level as the highest classification and
 36 labor grade to which he had recall rights, will
 37
- 38 1. If he is subsequently returned to the classification and labor grade from which he was
 39 promoted in accordance with the provisions of Section 13.10(d), reestablish his upgrade
 40 rights to future openings in the highest classification and labor grade and lower
 41 classification and labor grades to which he previously had recall rights limited to the two
 42 (2) highest previously held classifications as defined in Section 13.1.
 - 43
 - 44 2. If he is subsequently demoted in accordance with the provisions of Section 13.10(e), he
 45 will not reestablish the upgrade rights he had prior to his promotion.
 46

47 Section 13.9. PREFERENTIAL REINSTATEMENT
 48

- 1 (a) An employee on layoff may make application for preferential reinstatement by appearing in
2 person or by registered or certified mail, return receipt requested, in any Plant in which he
3 wishes to be reinstated. At the time of application for preferential reinstatement, the
4 employee will designate the lowest level in which he will accept preferential reinstatement
5 at that Plant. He may change such designation by notifying the Human Resources
6 Department of such Plant in person or by registered or certified mail, return receipt
7 requested no more often than once every four (4) weeks he remains on layoff following his
8 application for preferential reinstatement except as limited by Section 13.9(c) and such
9 changes will be effective the Monday after the Company receives notification of such
10 change.
- 11
- 12 (b) When an employee on layoff or at time of layoff applies for preferential reinstatement he
13 will complete an application form setting forth his qualifications and experience. The
14 information contained on his application for preferential reinstatement will be the basis on
15 which the Wage/Seniority Coordinator and the HR Representative will mutually determine
16 the classification and labor grades for which the laid-off employee should be considered for
17 preferential reinstatement.
- 18
- 19 (c) An employee offered preferential reinstatement may elect to remain on layoff. If he declines
20 preferential reinstatement at a Plant, he may reapply for preferential reinstatement at that
21 Plant three (3) months after he declined preferential reinstatement. In accordance with the
22 priorities set forth in Section 13.6, employees on layoff who have applied for preferential
23 reinstatement at such Plant in accordance with Sections 13.9(a),(b) and (c), will be called in
24 order of their seniority to fill openings in classification and labor grades mutually
25 determined by the Wage/Seniority Coordinator and the HR Representative in accordance
26 with the provisions of Section 13.9(a), provided they have the ability to perform the work.
27 Such employees will not be called to jobs where training is required as long as there are
28 persons available in the labor market who do not require training and in any event will not
29 be called to jobs where training is required unless (1) the job to which they are called is in
30 the same or a higher level as the highest classification and labor grade to which they hold
31 recall rights, or (2) the highest classification and labor grades to which they hold recall
32 rights are no longer held by any employee at his home Plant.
- 33
- 34 (d) An employee on layoff from one Plant preferential reinstated into another Plant shall: (i)
35 establish and accumulate seniority from his date of entry into the area unit at the Plant to
36 which reinstated. This seniority may be exercised only while the employee is at work at, or
37 on layoff from such Plant (ii) retain and accumulate seniority in the area unit into which he
38 was hired. An employee who has been laid off from and retains a right of recall to one of the
39 Plants covered by this Agreement will, if he is accepted for employment by any other Plant,
40 be a reinstatement at the new Plant and will not thereafter, for any purposes under this
41 Agreement (other than with respect to any existing right of recall to his former Plant), be
42 considered to be on layoff from such former Plant.
- 43

TRANSFERS AND LOAN OUTS

Section 13.10 Transfers Within The Bargaining Unit

- 46 (a) The Company has the right to transfer employees within their classifications between

1 departments.

2
3 (b) No employee shall be transferred out of his classification and labor grade without his
4 permission, except as otherwise provided in this Agreement. It shall be the policy of the
5 Company not to effect transfers into an area unit covered by this Agreement, other than in
6 accordance with Section 13.11, when employees are on a layoff from the classification and
7 labor grades affected.

8
9
10 (c) When no reduction in the workforce is necessary, but where an excess of employees in a
11 classification and labor grade occurs, the transfer of the excess employees shall be handled
12 in accordance with the provisions of Section 13.4.

13
14 (d) Where an employee has been promoted or transferred into another job and does not perform
15 the job in a satisfactory and efficient manner, he shall be returned to his former classification
16 and labor grade within a period of ninety (90) days.

17
18 (e) The Company may remove any employee without regard to seniority who is unable to
19 perform his job in a satisfactory and efficient manner. Except as provided in Section
20 13.10(d), such employee will be placed in a classification and labor grade to which he has a
21 right in accordance with the provisions of Section 13.4 and which he has the ability to
22 perform. When such changes are effective, the employee's seniority shall be applied in the
23 classification and labor grade to which he is assigned.

24
25 (f) Voluntary Removals

26
27 1. An employee may voluntarily remove himself from his classification and labor grade
28 and exercise his seniority to remain at work as if he were excess in his classification and
29 labor grade. However, such employee must have enough seniority to remain at work in a
30 classification and labor grade to which he has a seniority right and such employee cannot
31 voluntarily place himself on layoff (however, this shall not result in the layoff of any
32 employee).

33
34 2. When an employee exercises his right to voluntarily remove himself, he loses all
35 seniority rights to the classification and labor grade from which he is voluntarily
36 removing himself. If he is at work on downgrade in such classification and labor grade,
37 he will retain upgrade rights to higher classification and labor grades subject to the
38 limitations in Section 13.1(e), but will no longer have a right to the classification and
39 labor grade from which he removed himself unless he is subsequently reinstated in his
40 higher classification and again becomes excess.

41
42 3. Initiation of voluntary removal by an employee will preclude him from bidding for the
43 job from which he voluntarily removed himself for the duration of the quarterly bid
44 period in which the removal occurs plus the next full quarterly bid period.

45
46 4. Before action is taken on a request for voluntary removal, the Wage/Seniority
47 Coordinator will be notified of the impending action.
48

(g) Shift Transfers

- 1
2
3
4
5 1. Within the first ninety days of the effective date of this Agreement, the Company and the
6 Union shall develop a streamlined and reliable process for filing shift transfer requests
7 electronically. Until this process is implemented, requests for shift transfer shall be filed
8 in writing on forms supplied by the Company. Employees with an active request for shift
9 transfer will be transferred in order of their seniority to the shift of their choice to fill
10 vacancies within their classification and labor grades. Except when such vacancies are
11 to be filled by promotion or hire, they will be filled on the shift designated by the
12 Company, and the employees filling the vacancies will not be subject to displacement
13 under Section 13.10(g)(3) for three (3) months.
14
- 15 2. If an employee has an active request for shift transfer on file with the Company and an
16 employee with less seniority exercises his seniority in accordance with Section 13.4 to
17 displace an employee in his classification and labor grade and department on the shift of
18 his choice, such employee will be transferred and the less senior employee will replace
19 him.
20
- 21 3. The transfer shall take place on the next seniority move date, provided the request is
22 received at least two (2) weeks prior to the SMD. Exceptions shall include situations
23 such as those in which the employee to be displaced is probationary, new on the job, or
24 performing critical work. Disputes regarding the critical nature of the work will be
25 referred to the Human Resources Manager and the Chairperson. In no event shall the
26 transfer be delayed more than 60 days without agreement by the parties.
27
- 28 4. When an employee has had a request for shift transfer on file with the Company for no
29 longer than 60 days without being transferred to the shift of his choice, he will be
30 transferred to displace the least senior employee in his classification and labor grade in
31 his department on the shift of his choice provided he has more seniority than such least
32 senior employee. If at the time of an employee's eligibility for transfer under this Section
33 13.10(g)(3) there is no less senior employee in his classification and labor grade in his
34 department on the shift of his choice, the employee's request for shift transfer will
35 become void; except that where there is a less senior employee who filled a vacancy by
36 promotion or hire in accordance with Section 13.10(g)(1), the employee's request for
37 shift transfer will remain valid until such less senior employee is subject to
38 displacement.
39
- 40 5. When an employee has been transferred to the shift of his choice as a result of a request
41 for shift transfer, he will remain on the shift of his choice for at least 90 days unless he is
42 moved to another shift as a result of other provisions of this Article. Such employee may
43 not file a request for shift transfer for 90 days following his transfer to the shift of his
44 choice.
45
- 46 6. Regardless of whether shift transfer requests are on file, employees may be temporarily
47 assigned to a different shift for training purposes. Such temporary assignments shall not
48 exceed thirty (30) days without Union approval. The Seniority and Wage Coordinator

1 shall be notified of all temporary shift assignments for training assignments. If the
2 Seniority and Wage Coordinator objects that a legitimate training purpose does not exist,
3 the Seniority and Wage Coordinator, the Manager of the affected employee, and the
4 Director of Human Resources for the Company's Oklahoma operations shall meet and
5 attempt to reach a mutually agreeable solution. If a disagreement still exists and the
6 Company makes the assignment, the union may initiate a grievance regarding the
7 training assignment at Step 3 of the Grievance Procedure.
8

9 Section 13.11 Transfers Out Of The Bargaining Unit

10
11 Employees who have transferred out of the bargaining unit will accumulate no more than two (2)
12 years of additional seniority, and may return to the bargaining unit for any reason within that two
13 (2) year period. If the option is not exercised within the two (2) year window rights back to the
14 Bargaining unit as well as seniority is forfeited.
15

16 Employees transferred out of the bargaining unit who are thereafter excessed in their position
17 outside the bargaining unit within the two (2) year period shall be offered a transfer back to the
18 bargaining unit to an available job to which he has a seniority right as defined herein. If no
19 available job exists he will be placed on layoff with recall rights in line of seniority.
20

21 Section 13.12. Limitations on Loan Outs

- 22
23 (a) Employees may temporarily be given new assignments not normal to their classification,
24 shift, and labor grades where they will perform the duties of classification and labor grades
25 from which employees are on downgrade or layoff with a superior seniority right of upgrade
26 or recall. Except as provided in Sections 13.12 (b) and (d), such assignments will not exceed
27 a maximum period of ten (10) working days for any employee involved and will not be
28 made to avoid the upgrade or recall of employees to fill openings.
29
30 (b) The ten (10) working day limitation on loan outs set forth in Section 13.12(a) does not apply
31 where employees are loaned due to a vacancy for which the Company has an approved
32 requisition to hire. In such circumstances, the period of loan out will not exceed thirty (30)
33 working days. This period may be extended by mutual agreement between the Chairperson
34 of the Bargaining Committee and the Manager of Human Resources of the Plant involved if
35 such extension is warranted.
36
37 (c) When employees are loaned to work in another department in another classification and
38 labor grade for a period of more than one full shift under the provisions of Section 13.12(a),
39 the Company will notify the Wage/Seniority Coordinator of the names, classification and
40 labor grades, departments and dates involved in writing prior to the commencement of the
41 loan.
42
43 (d) The ten (10) working day limitation on loan outs set forth in Section 13.12(a) does not apply
44 where employees are loaned because of leaves of absence, vacations and increases or
45 decreases in the work load which are of short duration but will exceed ten (10) days. In such
46 situations, whether the loan is within the same department or is to another department, the
47 Chairperson of the Bargaining Committee and the Manager of Human Resources of the
48 Plant involved will discuss the circumstances and mutually determine the period of loan out

1 required to cover the specific situation involved. The period originally established under this
 2 Section 13.12(d) may be extended by mutual agreement if the circumstances change and
 3 such extension is warranted. The provisions of this section will not be applied so as to avoid
 4 the upgrade or recall of employees on downgrade or layoff to fill long-term openings or to
 5 avoid the downgrade or layoff of employees who are other than temporarily excess.
 6

7 (e) Loans between bargaining units represented by Local 952 and Local 1558 will be by mutual
 8 agreement between the Company and the Presidents of both Local Unions.
 9

10 (f) In loan out situations, the Company will assign the senior volunteer. If no volunteers are
 11 available, the Company will assign the junior qualified employee, with qualifications to be
 12 determined by the Company.
 13

14 Section 13.13 Notifications — Union
 15

16 (a) The Company will notify the Wage/Seniority Coordinator of anticipated layoffs, employees
 17 scheduled for recall and other seniority related moves on a current basis. Such notification
 18 will include a copy of the interview form for each employee interviewed in accordance with
 19 Section 13.14(a), designation or redesignation forms received in accordance with Sections
 20 13.14(c),(d) and (e), and suspensions of recall rights and cancellations of suspensions of
 21 recall rights in accordance with Section 13.7(b)(6). In addition to the current notification
 22 provided for above, the Company will provide the Wage/Seniority Coordinator, in writing,
 23 with copies to the Chairperson and the President of the Local Union a report of the
 24 anticipated scheduled seniority movements provided for in Section 13.5 whenever a net
 25 reduction in personnel is anticipated.
 26

27 (b) The Company will prepare seniority lists every quarter on a classification and labor grade
 28 basis within each Plant. One copy will be posted by the Company in a conspicuous location
 29 in each Plant and one copy will be given to the Wage/Seniority Coordinator and the
 30 Chairperson. The Company will at the same time prepare and give to the President of the
 31 Local Union and the Wage/Seniority Coordinator and the Chairperson one copy of a
 32 seniority list prepared on a seniority basis of employees within each area unit. In addition,
 33 the Company will each month prepare seniority lists on a classification and labor grade basis
 34 within each area unit and supply copies to the Union in a quantity mutually agreed to
 35 between the parties. Such seniority lists shall contain job code numbers, job titles, seniority
 36 dates, shifts, identification numbers and the names of employees. The schedule for the
 37 preparation and posting of seniority lists within a Plant may be changed by mutual
 38 agreement between the Human Resources Director and the Chairperson.
 39

40 (c) Once each week the Company will supply the Wage/Seniority Coordinator and the
 41 Chairperson of each Plant and the President of the Local Union a list of employees who:
 42

- 43 1. Started - with appropriate coding to indicate new hires, rehires, reinstatements and inter-
 44 Plant transfers in.
- 45
- 46 2. Separated - with appropriate coding to indicate quits, layoffs, retirees, discharges and
 47 deaths.
 48

- 1 3. Went on leave of absence, including industrial medical leave, or returned from leave of
2 absence during the preceding week.
3
- 4 4. Have transferred into or out of the bargaining unit. These lists will include job code
5 numbers, seniority dates, shifts, identification numbers, effective dates and identifying
6 codes.
7

8 Section 13.14 Notifications — Employees
9

- 10 (a) When an employee is to be interviewed concerning options provided in Section 13.4, he
11 will, where possible, be given written notification of such interview on or before the shift
12 preceding the shift during which he will be interviewed. An employee who was not at work
13 on the day he would have been notified will be given written notice as soon as practical after
14 the start of the shift when he returns to work and will be allowed at least two (2) hours
15 before he is interviewed. An employee who has been provided notice pursuant to the above
16 shall make his election from among available options at such interview. However, before the
17 interview the employee given the two (2) hour notice will, upon request, be permitted to
18 have a brief discussion with the Wage/Seniority Coordinator and also, upon request, will be
19 permitted to leave his job to make a personal phone call. An employee at work on his shift
20 on the preceding workday and to whom such notification was not given shall, if he requests,
21 have until the beginning of the shift following his interview to indicate his election. One
22 copy of the interview option form used by the Company will be given to the employee.
23
- 24 (b) When an employee is to be laid off without option he will, where possible, be given twenty-
25 four (24) hours oral notification prior to his layoff.
26
- 27 (c) At the time an employee is laid off he will provide the Company with his correct mailing
28 address and he shall be provided with a written statement of his obligations while on layoff
29 and a form to notify the Human Resources Department if he changes his mailing address
30 while on layoff. An employee being laid off will also designate the lowest level to which he
31 will accept recall at the Plant from which he is being laid off.
32
- 33 (d) If, after he has been on layoff for a period of two (2) weeks, an employee wishes to make a
34 change in the designations he made at time of layoff under Section 13.14(c), he may do so
35 by presenting himself in person at the Human Resources Department of the Plant from
36 which he was laid off. Such changes in designation may not be made more often than once
37 every two (2) weeks after layoff and must be presented to the Human Resources
38 Department, changes are effective the Monday after the employee so notified the Company
39 of such change.
40
- 41 (e) If a more senior employee's designation, in accordance with Section 13.14(c), or change in
42 designation, in accordance with Section 13.14(d), becomes effective after a less senior
43 employee has been processed after recall and scheduled to start work, the more senior
44 employee will not have a prior right to the opening for which the less senior employee was
45 recalled but will be recalled in accordance with his seniority and his designation for future
46 openings.
47
48

- 1 (f) If a more senior employee's designation, in accordance with Section 13.14(c), or change in
2 designation in accordance with Section 13.14(d), becomes effective after a less senior
3 employee has been recalled but before he has been processed, the more senior employee will
4 exercise his seniority for recall to the opening for which the less senior employee was
5 recalled. Under these circumstances, the recall of the less senior employee will be canceled
6 unless another opening occurs to which he is eligible for recall.
7

8 Section 13.15 Application Of Seniority-Union Representatives
9

- 10 (a) For the sole purpose of maintaining Union representation at the time of reduction in force,
11 employees holding Union positions shall head the seniority list in the following order within
12 their classification and labor grade and their representation area as hereinafter provided:
13
- 14 1. Local Union Presidents shall exercise seniority protection on an area-unit wide basis.
15
 - 16 2. Members of the Bargaining Committee shall exercise their seniority protection on an
17 area-unit wide basis. Committeepersons or their acting replacements (but only when
18 actually serving in the capacity of a Committeeperson), shall exercise their seniority
19 protection in the plant in which they work.
20
- 21 (b) When it becomes necessary to remove any one of the Union representatives listed in Section
22 13.15(a)(1) or (2), from his classification and labor grade in his respective representation
23 area, and provided representation is required in such area, such employee shall be placed on
24 the job occupied by the employee with the least seniority in another classification and labor
25 grade involving the least reduction in rate which he has the ability to perform. If no job is
26 found which such employee has the ability to perform, the Union will be notified, and it
27 shall replace such employee as representative by another employee who is still at work.
28
- 29 (c) Before an employee who is at work because of Union seniority may successfully bid for a
30 job, mutual agreement is required between the Chairperson and the Manager of Human
31 Resources, or their designated representatives.
32
- 33 (d) If a Union Representative who is on downgrade in his representation area refuses upgrade to
34 a job to which he has seniority rights outside his representation area, he will not lose
35 upgrade rights within his representation area by such refusal but will be upgraded in line
36 with his seniority to the next vacancy within his representation area to which he has recall
37 rights.
38
- 39 (e) If a Union representative loses his Union representative status, he will, by the time of the
40 next seniority movement be returned to his proper place on the seniority list and exercise his
41 seniority accordingly. If such representative is on downgrade, in order to remain in his
42 representation area, he will exercise his seniority to move to the classification and labor
43 grade to which his seniority would have entitled him had he not elected to remain in his
44 representation area.
45
- 46 (f) Written notification of the names of the Union representatives listed in Section 13.15(a)
47 shall be furnished to the Manager of Human Resources forty-eight (48) hours before the
48 seniority protection provided in this Section 13.15 shall become effective.

- 1
2 (g) Changes in the above-described seniority protection may be made by mutual agreement
3 between the Director of Human Resources and the President of the Local Union or their
4 designated representatives.
5

6
7 Section 13.16 Breaking Of Seniority
8

9 Seniority shall be broken and the employee terminated for the reasons listed below:
10 (However, seniority shall not be broken and the employee shall not be terminated as
11 provided in Section 13.16(c),(d) and (f), if the employee is at work at another Plant as
12 defined in Article 1 hereof; instead, such recall employee will lose his recall rights to the
13 Plant making the recall.)
14

- 15 (a) If the employee quits, except that if he was laid off from another Plant and retains recall
16 rights to such Plant, such recall rights shall not be canceled.
17
18 (b) If the employee is discharged for a justifiable reason.
19
20 (c) If the employee refuses reinstatement in the highest classification and labor grade to which
21 he has recall rights under Section 13.7(a) at the Plant from which he was laid off.
22
23 (d) If the employee with recall rights fails to report to the Human Resources Department for a
24 work assignment (or if he is being properly recalled to a classification and labor grade lower
25 than the highest classification and labor grade to which he has recall rights and fails to notify
26 the Human Resources Department of his decision to remain on layoff) within three
27 (3) working days after receiving notice by registered or certified mail, return receipt
28 requested, or confirmed telegram (personal delivery), to report to the Human Resources
29 Department. However, if the employee contacts the Human Resources Department within
30 the three (3) working days provided above and states acceptance of recall, he shall, upon
31 request, be granted reasonable additional time to report to the Human Resources Department
32 for a work assignment.
33
34 (e) If any employee fails to keep the Human Resources Department notified of his proper
35 address and by such failure the Human Resources Department is unable to contact the
36 employee by registered or certified mail, return receipt requested, or confirmed telegram,
37 personal delivery. When an employee on layoff notifies the Human Resources Department
38 of a change of address, the Human Resources Department will verify to the employee in
39 writing receipt of such notification and will provide him with a form to notify the Human
40 Resources Department of any subsequent change of address.
41
42 (f) If the Company does not receive a reply in writing from any employee within eight (8) days
43 after written notice of recall is placed in the mail, registered or certified, return receipt
44 requested, or sent by confirmed telegram (personal delivery) to the latest address of record
45 with the Company. If thereafter, within the period established in Section 13.16(g), any such
46 employee is able to establish that his failure to reply sooner was due to no fault on his part,
47 his seniority shall be reinstated, or recall rights reestablished, and he shall thereafter be
48 considered for recall as openings occur.

- 1
2 (g) If the employee is laid off for a period longer than the years of seniority he had accumulated
3 at the time he was laid off. A partial year shall count as a full year. Such period shall not be
4 less than two (2) years or more than five (5) years. This Section 13.16(g) shall not apply to
5 an employee who is on layoff as a result of restrictions which have been placed upon such
6 employee as a result of an industrial illness or injury.
7
- 8 (h) If the employee retires or is retired. However, full seniority shall be reestablished for former
9 employees who were disability pensioners pursuant to the provisions of the retirement plan
10 referred to in Article 16 and who have recovered to the extent they are no longer eligible for
11 disability benefits under such plan.
12
- 13 (i) If the employee fails to report for work within five (5) working days after the expiration of
14 his formal leave, including the date he was due to return, unless he presents satisfactory
15 proof that it was not possible for him to have returned to work or obtained an extension
16 before the end of the five (5) day period. An employee who has been on a formal medical
17 leave of absence for a period of sixty (60) days or more will be sent a notice by registered or
18 certified mail, return receipt requested, or confirmed telegram, personal delivery, by the
19 Company at least five (5) working days before his seniority is broken and he is terminated in
20 accordance with this section.
21
- 22 (j) If the employee fails to report to work as scheduled following an Earned Time Off, unless an
23 extension of his Earned Time Off is approved or he presents satisfactory proof that it was
24 not possible for him to have returned to work. The employee may request an extension of
25 time in case of emergency by contacting the Human Resources Department or his Manager
26 before the date he is due to return. In requesting an extension, the employee must include the
27 reason for his request and, if possible, the address where he can be contacted, if necessary,
28 regarding the disposition of his request. The Company will, if possible, promptly notify the
29 employee of the approval or disapproval of the request for an extension.
30
- 31 (k) If the employee has been on formal medical leave of absence for a maximum period
32 provided in Article 10 Section 10.3(b).
33
34

35 Section 13.17 Skills Demonstration Exercises
36

37 In order to provide a fair, consistent, and objective means for an employee to demonstrate whether
38 or not they have the basic knowledge and skill required for entry into a particular job classification
39 and labor grade, the Union recognizes the Company's right to administer skills demonstration
40 exercises to candidates for certain job vacancies. Such skills demonstration exercises will be jointly
41 reviewed by the Company and the Union.
42

43 In order to effect such review and development, the Chairperson at the plant involved will designate
44 one (1) bargaining unit employee to participate in such reviews/development. If the employee
45 selected by the Union is not releasable/available, the Company may require another selection. The
46 Human Resources Manager at the division involved will designate one (1) non-bargaining unit
47 employee to participate in such review(s).
48

1
2
3 When determined necessary, the employees designated will be afforded reasonable time to jointly
4 meet with/question Company representatives and a selected employee(s) in the classification and
5 labor grade involved, at the plant involved.

6
7 Disputes involving the content of any demonstration exercise will be referred to the Chairperson
8 and Human Resources Manager for resolution. If the dispute regarding the demonstration exercise
9 cannot be resolved, the Company may unilaterally install the demonstration exercise, and the Union
10 will have the right to grieve the content of the demonstration exercise only when a specific denial to
11 place an employee in a job classification and labor grade occurs.

12
13 Skills demonstration exercises may be used for all classification and all labor grades and in
14 situations where a candidate does not have an established seniority right to a job classification and
15 labor grade. Such situations will include: posting and bidding; promotion as a non-bidder including
16 intra and inter-plant transfers not in classification and labor grade, and transfers to an "available
17 job" at time of excess. Skills demonstration exercises may be used for all classifications and all
18 labor grades where an employee has a seniority right to a newly combined job classification
19 established pursuant to this Article to ensure such employee has the ability to perform; however, no
20 employee shall lose seniority rights as a result of such skills demonstration exercises. Employees
21 who have held a newly combined job classification for a period of at least twenty-four (24) months
22 and completed the training required for such classification, shall not thereafter be required to take a
23 skills demonstration exercise provided they retain a seniority right to such classification.

24
25 An employee who has been promoted or transferred into another classification and labor grade, who
26 subsequently returns to his former classification and labor grade within a period of ninety (90) days,
27 will not be required to take a skills demonstration exercise. Skills demonstration exercises for a
28 particular classification and labor grade may consist of written examinations, practical exercises, or
29 a combination of both.

30
31 The parties agree that preserving the confidentiality and integrity of the demonstration exercises is
32 of the utmost importance; consequently, the Company will not provide copies of any written
33 questions, blueprints or projects to the Union for their retention.

34
35 The parties recognize that demonstration exercises should be based on the job description for the
36 classification and labor grade; however, where work performed by a particular job classification and
37 labor grade differs from division to division, those differences should be reflected in the content of
38 the demonstration exercises.

39
40 Disputes regarding the interplant consistency of demonstration exercises may be referred to the
41 Director of the UAW National Aerospace Department and the Director of Human Resources, or
42 their designated representatives, for resolution. These parties may review any and all demonstration
43 exercises, at their discretion.

44
45 Section 13.18 Off-Site Assignment Of Bargaining Unit Employees (All Plants)

- 46
47 (a) Occasionally it is necessary for the Company to assign bargaining unit employees to off-site
48 locations within the United States where they perform work which is similar in nature to the

1 work performed within the plants or facilities of the employee's home area unit. The Union
2 will be informed prior to the assignment. When such assignments are made for twelve (12)
3 consecutive months or less, bargaining unit employees will not be considered as transferred
4 out of their home area unit and will be continued on dues check off with their dues
5 submitted to the Local representing their home area unit. The twelve (12) consecutive month
6 period will be extended if the employee's off-site assignment is extended on a short-term
7 basis to permit the completion of the work.

- 8
9 (b) When such assignments are necessary, the Company will make the assignments to qualified
10 employees. In instances where a qualified employee given the assignment indicates he is
11 unable or unwilling to accept the assignment, the Company will assign the work to the least
12 senior qualified employee. The Company will expect the employee to accept an off-site
13 work assignment when work is assigned on this latter basis, unless there are serious
14 extenuating circumstances which preclude his acceptance of such assignment. By mutual
15 agreement between the parties, this procedure for making off-site assignments may be
16 modified to provide for the assignment of more senior employees who may wish to accept
17 the assignment. Where a number of employees in a classification and labor grade in a
18 department are determined by the Company to be qualified for an off-site assignment, the
19 assignment will be given to the most senior of such qualified employees who indicates a
20 willingness to accept the assignment.

21
22 If the off-site assignment is not assigned to the most senior employee in the classification
23 and labor grade in a department, who has indicated a willingness to accept such assignment,
24 the Division Manager of Human Resources will advise the Chairperson of the reasons for
25 the decision.

- 26
27 (c) Normal seniority rules applicable to bargaining unit employees at work in the plants or
28 facilities of the area unit do not apply to employees on off-site assignments. If an employee,
29 prior to being placed on an off-site assignment, had an active request for Shift Transfer or
30 Job Bid on file, the effect of such application and/or bid will be considered in relation to his
31 seniority when he returns from his off-site assignment.

- 32
33 (d) Employees on off-site assignment will normally retain regular bargaining unit classification
34 and labor grades. In those instances where it is appropriate that an employee on off-site
35 assignment have his classification and labor grade changed in order that the employee be
36 properly classified and/or compensated, a change in classification and labor grade will be
37 processed. Such reclassification and labor grade will not constitute a vacancy at the
38 employee's home plant or facility for purposes of job posting and bidding or recall. Such
39 change in classification and labor grade will be applicable only for the duration of the off-
40 site assignment. When an employee returns from an off-site assignment, he will exercise his
41 seniority in the last classification and labor grade he held in the area unit prior to transfer to
42 the off-site assignment.

- 43
44 (e) An employee on off-site assignment who has a problem may contact the Chairman of the
45 Bargaining Committee at his home plant or facility. The Chairperson and the HR Manager at
46 his home plant or facility will resolve any questions regarding the application of time limits
47 to problems raised by employees on off-site assignment.

1 Section 13.19 General Provisions

- 2
- 3 (a) An employee, before exercising his seniority in accordance with the provisions of this
4 Article, must have the necessary skills and experience required to perform the work
5 involved; however, after being placed on the job such employee will be permitted a
6 reasonable period of familiarization with normal guidance. Employees will not be given
7 training to qualify for a job to which he might otherwise be entitled in accordance with the
8 provisions of this Article.
9
- 10 (b) If an employee is exercising his seniority to remain at work in accordance with the
11 provisions of Section 13.4(b) and the Company questions his ability to perform the work of
12 the least senior employee in a classification and labor grade to which he otherwise has a
13 seniority right or if he is unable to perform the work of such least senior employee because
14 of physical restrictions, he will be given an opportunity to displace the least senior employee
15 in the same classification in the same or lower level and Plant, whose job he can perform,
16 provided he has more seniority than such employee.
17
- 18 (c) Employees may be laid off or bumped out of their classification and skill level, out of order
19 of seniority, if they refuse training within their classification and pay level, and if work runs
20 out in the type or scope for which they are qualified to perform within said pay level.
21
- 22 (d) If, after applying the provisions of Section 13.19(b) the Company questions the ability of an
23 employee who is exercising his seniority to remain at work in accordance with the
24 provisions of Section 13.4 to perform the work of a classification and labor grade to which
25 he otherwise has a seniority right, the following provisions will be invoked:
26
- 27 1. The employee will be shown the nature of the work involved and if he agrees that he
28 cannot perform the work, the provisions of Section 13.4(c)(1) shall apply.
29
 - 30 2. If, after complying with Section 13.19(d)(1), the employee indicates that he believes he
31 does have the ability to perform the work, he will be transferred to the classification and
32 labor grade to which he has a seniority right and provided normal guidance, instruction
33 and familiarization, in the application of the skills and experience he already possesses
34 for a reasonable trial period not to exceed the period between normal seniority
35 movements. Such guidance, instruction and familiarization will be provided by a Master
36 Mechanic/Master Bonder rather than a co-worker if there is a Master Mechanic/Master
37 Bonder in the group who is available and qualified.
38
 - 39 3. If the employee demonstrates the ability to perform or a reasonable expectation that he
40 will soon acquire such ability to perform the work involved during the trial period, he
41 will remain in the classification and labor grade.
42
 - 43 4. If, during the trial period the Company determines that the employee cannot perform the
44 work involved and at the time of the next seniority movement he would
45
- 46 i. be laid off without option, he may be laid off when determination is made;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

- ii. have sufficient seniority to remain at work, he will be loaned to another assignment until the next seniority movement.
- 5. If Section 13.19(d)(4) is invoked and another less senior employee could have exercised a seniority right to the classification and labor grade except for the application of Section 13.19(d)(2), such less senior employee will be upgraded or recalled and processed in accordance with Section 13.19(d) if the Company questions his ability to perform the work of the classification and labor grade.
- 6. The provisions of Section 13.19(d)(2) and (4) may be invoked if, within five (5) working days after his transfer to a classification and labor grade to which he has a seniority right, the Company questions an employee's ability to perform the work of such classification and labor grade.
- (e) An employee who lacks a certification necessary to remain at work in his highest classification and labor grade will be afforded the normal amount of time necessary to obtain such certification. The provisions of Section 13.19(b) shall apply to an employee exercising his seniority to remain at work in accordance with the provisions of Section 13.4(b), who lacks a required certification. If because of his lack of a required certification, there is no job which he is able to perform in a classification and labor grade to which he has a right under the provisions of Section 13.4(b), he will be afforded the allotted time to obtain the required certification in accordance with his seniority and the table set forth below:

Employee Seniority	Maximum Certification Hours Allowed
Less than 84 days	0 hours
84 days to 1 year	16 hours
1 to 3 years	32 hours
3 to 5 years	48 hours
5 to 10 years	64 hours
10 years and over	80 hours

25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

Time allotted to the certification of employees in welder classification and labor grades to obtain welding certifications will be in accordance with local agreement between the Company and Union at each location.

In the event an employee is determined by the Company physician to be incapable of performing the work of his classification and labor grade for a period in excess of thirty (30) days, he will be reclassified or recalled to a job which he has the ability to perform and to which he may be entitled under the provisions of Sections 13.4, 13.7 and 13.19(b), or by mutual agreement between the Manager of Human Resources and the Wage/Seniority Coordinator, he will be given an opportunity to fill a vacancy which he has the ability to perform without danger of aggravating any existing physical or mental disability and without danger of protracting the period of his disability in a classification and labor grade from which other employees are on downgrade or layoff. If the employee is thereafter determined by the Company physician to be capable of performing the work of his former classification and labor grade, he shall be returned to such classification and labor

1 grade provided his seniority is sufficient to entitle him to it.

2
3 Section 13.20 Job Bidding Information

4
5 (a) There are two separate kinds of posting for which some of the bidding rules are different.

6
7 1. Regular Quarterly Posting

- 8
9 i. Jobs in which there may be vacancies in the next three months are posted in the
10 regular quarterly posting. The fact that a job is posted does not mean that there
11 will be vacancies in that job or that all vacancies in the job will be filled by
12 bidders.
13
14 ii. Use the light GREEN Bid Form (Form 137-C) to bid for jobs on the regular
15 quarterly posting list.
16
17 iii. If you are at work at any time during the five (5) day posting period, you must
18 submit your bid during that period.
19
20 iv. If you are on layoff with recall rights you may bid for jobs posted during the
21 regular quarterly posting.
22
23 v. If you are absent all five days when the jobs are posted during the regular
24 quarterly posting period, or are downgraded immediately after the posting period,
25 you may submit your bid(s) during the next ten working days either through (a)
26 your Manager, (b) the Union, or (c) the Human Resources Department. Your
27 department office, the Wage/Seniority Coordinator, Bargaining Committee
28 Chairman and the local Union office will have a list of the jobs which were
29 posted. In no case may you submit more than three bids under the quarterly
30 posting procedure. However, this limit does not apply to special postings.
31
32 vi. Do not bid for more than three jobs during the regular quarterly posting. If you
33 put in more than three bids all of your bids will be void.
34
35 vii. If you receive a job for which you have bid, all of your other bids will be
36 canceled, and you cannot bid again until a complete regular quarterly posting
37 period has passed.
38

39 2. Special Posting

- 40
41 i. Bids for jobs which are specially posted are good until bids submitted during the
42 next regular quarterly posting become effective. The job need not be posted again
43 during the remainder of this bidding quarter.
44

- 1 ii. If you are on layoff with recall rights, you may bid for jobs which are specially
2 posted.
- 3
- 4 iii. Use the PINK Special Bid Form (Form 137-C-2) to bid for jobs on the special
5 posting list.
- 6
- 7 iv. You may bid only during the five days during which jobs are posted.
- 8
- 9 v. If you receive a job for which you have bid, all of your other bids will be
10 canceled, and you cannot bid again until a complete regular quarterly posting
11 period has passed.
- 12

13 The following rules apply to all bidding:

- 14
- 15 1. Bid only for jobs for which you believe you are qualified. Do not bid for a job in your
16 own classification and labor grade.
- 17
- 18 2. Obtain bid forms from your department office or if you are on layoff, from the Human
19 Resources Department.
- 20
- 21 3. Use a separate form for each job bid.
- 22
- 23 4. PRINT your bid in ink.
- 24
- 25 5. All of the information required on the bid form must be complete and correct. The
26 information on the bid form provides the Company with information which is the basis
27 for determining your qualifications.
- 28
- 29 6. You may add an extra page to your bid form if you wish to give the Company more
30 information than there is room for on the bid form.
- 31
- 32 7. Show on the bid form which departments, shifts and locations you will NOT accept, if
33 any. A job for which you bid MUST be accepted if it meets your specifications as to
34 department, shift and location.
- 35
- 36 8. Give your completed bid form to your Manager. He will assist you to ensure the form is
37 properly completed and legible. If you are on layoff, submit your bid to the Human
38 Resources Department.
- 39
- 40 9. Bid only for jobs that are posted.
- 41
- 42 10. You cannot bid if you are on formal leave of absence.
- 43
- 44 11. You may not bid until you have one (1) year seniority.
- 45
- 46 12. Job descriptions are available in your department office or if you are on layoff, the
47 Human Resources Department.
- 48

1 13. If, after you have bid, you receive a job with the same or a higher maximum rate than
2 that of a job for which you have bid, your bid for that job will be canceled.

3
4 14. You cannot cancel a bid once it has been made, except by mutual agreement between the
5 Company and the Union.

6
7 15. You will be notified of the status of a job bid only under the following two conditions:
8

9 i. The bid does not meet contractual provisions, or is in error and cannot be
10 processed.

11 ii. You have been determined not to be qualified for an opening in the job you
12 bid for and a less senior employee is placed on the job.

13
14 16. Lists of employees transferring to jobs for which they bid will be posted regularly.
15

1
2
3
4
5
6
7
8

ARTICLE 14
HOLIDAYS

Section 14.1. Dates Observed

9 There will be twelve (12) scheduled holidays each contract year. The following holidays shall be
10 observed by the Company for the purposes set forth in this Article 14:
11
12
13

2010 Holidays	Day of Week	Date of Observance
Christmas Break	Friday	December 24, 2010
Christmas Break	Monday	December 27, 2010
Christmas Break	Tuesday	December 28, 2010
Christmas Break	Wednesday	December 29, 2010
Christmas Break	Thursday	December 30, 2010
Christmas Break	Friday	December 31, 2010

14
15
16
17
18
19
20
21
22

2011 Holidays	Day of Week	Date of Observance
New Year's Day	Monday	January 3, 2011
Memorial Day	Monday	May 30, 2011
Independence Day	Monday	July 4, 2011
Labor Day	Monday	September 5, 2011
Thanksgiving Day	Thursday	November 24, 2011
Day following Thanksgiving	Friday	November 25, 2011
Christmas Break	Friday	December 23, 2011
Christmas Break	Monday	December 26, 2011
Christmas Break	Tuesday	December 27, 2011
Christmas Break	Wednesday	December 28, 2011
Christmas Break	Thursday	December 29, 2011
Christmas Break	Friday	December 30, 2011

2012 Holidays	Day of Week	Date of Observance
New Year's Day	Monday	January 2, 2012
Memorial Day	Monday	May 28, 2012
Independence Day	Wednesday	July 4, 2012
Labor Day	Monday	September 3, 2012
Thanksgiving Day	Thursday	November 22, 2012
Day following Thanksgiving	Friday	November 23, 2012
Christmas Break	Monday	December 24, 2012
Christmas Day	Tuesday	December 25, 2012
Christmas Break	Wednesday	December 26, 2012
Christmas Break	Thursday	December 27, 2012
Christmas Break	Friday	December 28, 2012
Christmas Break	Monday	December 31, 2012

1
2
3
4

2013 Holidays	Day of Week	Date of Observance
New Year's Day	Tuesday	January 1, 2013
Memorial Day	Monday	May 27, 2013
Independence Day	Thursday	July 4, 2013
Labor Day	Monday	September 2, 2013
Thanksgiving Day	Thursday	November 28, 2013
Day following Thanksgiving	Friday	November 29, 2013
Christmas Break	Tuesday	December 24, 2013
Christmas Day	Wednesday	December 25, 2013
Christmas Break	Thursday	December 26, 2013
Christmas Break	Friday	December 27, 2013
Christmas Break	Monday	December 30, 2013
Christmas Break	Tuesday	December 31, 2013

5

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

2014 Holidays	Day of Week	Date of Observance
New Year's Day	Wednesday	January 1, 2014
Memorial Day	Monday	May 26, 2014
Independence Day	Friday	July 4, 2014
Labor Day	Monday	September 1, 2014
Thanksgiving Day	Thursday	November 27, 2014
Day following Thanksgiving	Friday	November 28, 2014
Christmas Break	Wednesday	December 24, 2014
Christmas Day	Thursday	December 25, 2014
Christmas Break	Friday	December 26, 2014
Christmas Break	Monday	December 29, 2014
Christmas Break	Tuesday	December 30, 2014
Christmas Break	Wednesday	December 31, 2014

2015 Holidays	Day of Week	Date of Observance
New Year's Day	Thursday	January 1, 2015
Memorial Day	Monday	May 25, 2015
Independence Day	Friday	July 3, 2015
Labor Day	Monday	September 7, 2015
Thanksgiving Day	Thursday	November 26, 2015
Day following Thanksgiving	Friday	November 27, 2015
Christmas Break	Thursday	December 24, 2015
Christmas Day	Friday	December 25, 2015
Christmas Break	Monday	December 28, 2015
Christmas Break	Tuesday	December 29, 2015
Christmas Break	Wednesday	December 30, 2015
Christmas Break	Thursday	December 31, 2015

1
2

2016 Holidays	Day of Week	Date of Observance
New Year's Day	Friday	January 1, 2016
Memorial Day	Monday	May 30, 2016
Independence Day	Monday	July 4, 2016
Labor Day	Monday	September 5, 2016
Thanksgiving Day	Thursday	November 24, 2016
Day following Thanksgiving	Friday	November 25, 2016
Christmas Break	Friday	December 23, 2016
Christmas Break	Monday	December 26, 2016
Christmas Break	Tuesday	December 27, 2016
Christmas Break	Wednesday	December 28, 2016
Christmas Break	Thursday	December 29, 2016
Christmas Break	Friday	December 30, 2016

3
4
5

2017 Holidays	Day of Week	Date of Observance
New Year's Day	Monday	January 2, 2017
Memorial Day	Monday	May 29, 2017
Independence Day	Tuesday	July 4, 2017
Labor Day	Monday	September 4, 2017
Thanksgiving Day	Thursday	November 23, 2017
Day following Thanksgiving	Friday	November 24, 2017
Christmas Break	Friday	December 22, 2017
Christmas Day	Monday	December 25, 2017
Christmas Break	Tuesday	December 26, 2017
Christmas Break	Wednesday	December 27, 2017
Christmas Break	Thursday	December 28, 2017
Christmas Break	Friday	December 29, 2017

6
7
8

1
2
3

2018 Holidays	Day of Week	Date of Observance
New Year's Day	Monday	January 1, 2018
Memorial Day	Monday	May 28, 2018
Independence Day	Wednesday	July 4, 2018
Labor Day	Monday	September 3, 2018
Thanksgiving Day	Thursday	November 22, 2018
Day following Thanksgiving	Friday	November 23, 2018
Christmas Break	Monday	December 24, 2018
Christmas Day	Tuesday	December 25, 2018
Christmas Break	Wednesday	December 26, 2018
Christmas Break	Thursday	December 27, 2018
Christmas Break	Friday	December 28, 2018
Christmas Break	Monday	December 31, 2018

4
5
6
7
8

2019 Holidays	Day of Week	Date of Observance
New Year's Day	Tuesday	January 1, 2019
Memorial Day	Monday	May 27, 2019
Independence Day	Thursday	July 4, 2019
Labor Day	Monday	September 2, 2019
Thanksgiving Day	Thursday	November 28, 2019
Day following Thanksgiving	Friday	November 29, 2019
Christmas Break	Tuesday	December 24, 2019
Christmas Day	Wednesday	December 25, 2019
Christmas Break	Thursday	December 26, 2019
Christmas Break	Friday	December 27, 2019
Christmas Break	Monday	December 30, 2019
Christmas Break	Tuesday	December 31, 2019

9
10
11
12
13
14

2020 Holidays	Day of Week	Date of Observance
New Year's Day	Wednesday	January 1, 2020
Memorial Day	Monday	May 25, 2020
Independence Day	Friday	July 3, 2020
Labor Day	Monday	September 7, 2020
Thanksgiving Day	Thursday	November 26, 2020
Day following Thanksgiving	Friday	November 27, 2020
*Christmas Break	Thursday	December 24, 2020
*Christmas Day	Friday	December 25, 2020
*Christmas Break	Monday	December 28, 2020
*Christmas Break	Tuesday	December 29, 2020
*Christmas Break	Wednesday	December 30, 2020
*Christmas Break	Thursday	December 31, 2020

1 *Tentative

2
3 Section 14.2. Un-worked Holidays

4
5 Employees shall receive eight (8) hours pay for un-worked holidays (those holidays designated
6 above), at their Straight-time Rate in effect at the time the holiday occurs, provided, however, the
7 employee must work or be on approved Earned Time Off his last full working day prior to or after
8 the holiday(s), unless excused by his manager.

9
10 Section 14.3. Worked Holidays

11
12 Employees who are required to work on their designated holidays shall receive the pay due them for
13 the holiday, plus two times their Straight-time Rate for all hours worked on such holiday plus shift
14 premiums where applicable.

15
16

ARTICLE 15

EARNED TIME OFF

Section 15.1. Computation of Credit

All Earned Time Off must be approved in advance by one's manager. The amount of Earned Time Off depends on the amount of continuous service and hire date. Employees may take increments of one (1) hour or more up to a maximum accrual per the appropriate schedule. Years of service for former Boeing employees hired on or before Effective Date shall apply.

Complete Years of Service	Earned Time Off Days Accrual Per Year	Earned Time Off Hours Accrual Per Year
Less than 4	17	136
4 – 8	19	152
9 – 10	21	168
11 – 12	22	176
13 – 14	23	184
15 – 16	24	192
17 - 19	25	200
20+	26	208

Shift differential, COLA, work schedule premium, and/or Master Mechanic/Bonder, and Process Specialist pay will be paid where applicable in addition to Base Rate.

Section 15.2. Unused Credit

- (a) All Earned Time Off must be taken before the expiration of twelve (12) months after the date the Earned Time Off day is earned. However, days earned up to the maximum accrual during an anniversary year may be carried over into the succeeding anniversary year. At no time shall an employee carry a balance of more than two (2) times their annual accrual.
- (b) An employee may choose to be paid, upon written request, for up to five (5) Earned Time Off days on their anniversary date and for up to five (5) Earned Time Off Days in December (beginning in 2011) of each year.
- (c) Any unused credit shall be paid within 14 days of termination of employment.

1 Section 15.3 Use of Credit
2

3 Employees will request Earned Time Off from their manager in writing on forms supplied by the
4 Company. The Manager will arrange Earned Time Off in accordance with the request of the
5 employee and the interest of the work requirements in the department and will respond in writing to
6 the request within forty-eight (48) hours of receiving such request, or within the amount of time
7 requested when Earned Time Off requested is one day or less. Each employee will be given written
8 notice of approval prior to its commencement.
9

10 A master Earned Time Off schedule will be maintained in the department and will be available for
11 employees to review. Once an employee's Earned Time Off has been scheduled it may not
12 thereafter be canceled or changed unless the Company has given the employee notice equivalent to
13 the length of the scheduled earned time off prior to the date that the employee's Earned Time Off is
14 to begin or unless the employee and the Company mutually agree to such cancellation or change.
15

16 In the event management denies Earned Time Off, an employee may reschedule or receive payment
17 in lieu of requested Earned Time Off to prevent the loss of further accrual.

18

19 Section 15.4 Call-In Earned Time Off

20
21 An employee may use Earned Time Off to cover emergency absences during regular working hours
22 by notifying his supervisor within two hours of the start of the employee's shift.
23

24 Section 15.5 Continuous Service.

25

26 (a) Continuous service shall include those periods of service since his most recent date of hire
27 for which an employee is paid by the Company, including service recognized by any
28 predecessor or subsidiary company, for performing work for the Company and periods spent
29 on temporary layoff under the provisions of Article 13, Section 13.3. The first ninety (90)
30 days spent on leaves of absence, excluding industrial injury or illness, shall also be
31 counted.
32

33 (b) Company Service

34 Company service is an employee's total years of credited employment at the Company plus
35 the duration of employment recognized by any predecessor or subsidiary company.
36

37 (c) Anniversary Date

38 An employee's anniversary date shall be the employee's anniversary date on Company
39 records as of the date of closing of that certain Asset Purchase Agreement between the
40 Company and The Boeing Company, or for each employee hired after that date, his
41 anniversary date shall be based on his most recent hire date with the Company, or his most
42 recent hire date recognized by any predecessor or subsidiary company, whichever is earlier.

ARTICLE 16

GROUP INSURANCE & RETIREMENT PLANS

UAW Retirement and 401(k) Benefits—Summary

- UAW members to participate for future service in IAM National Pension Fund and National 401(k) Plan
- National Pension Fund Benefit Accrual rates
 - Based on IAM NPF Rate Table Two
 - Benefit Accrual rates
 - 2011 = \$64.09
 - 2012 = \$66.08
 - 2013 = \$66.08
 - 2014 = \$68.08
 - 2015 = \$68.08
 - 2016 = \$70.09
 - 2017 = \$70.09
 - 2018 = \$72.09
 - 2019 = \$74.10
 - 2020 = \$76.10
- National 401(k) Plan
 - Employee wage deferrals

Section 16.1 Pensions

- (a) The undersigned Employer is a Contributing Employer to the I.A.M. National Pension Fund, National Pension Plan with respect to its employees represented for collective bargaining purposes by Lodge No. 839 of District Lodge No. 70 of the International Association of Machinists and Aerospace Workers.
- (b) The undersigned Employer wishes to contribute to the Pension Fund with respect to a certain Special Class of Employees, the members of which shall be limited to all employees represented for the purposes of collective bargaining by Local Unions 952 and 1558 of the United Automobile, Aerospace & Agricultural Workers of America (UAW).
- (c) Commencing as soon as administratively feasible on or after the effective date of the Agreement, for each hour or portion thereof for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement, subject to a maximum of eighty (80) hours per bi-weekly pay period for each employee as follows:

1 \$ 1.45 per hour, effective the pay period that begins after December 31, 2010
2 \$ 1.50 per hour, effective the pay period that begins after December 31, 2011
3 \$ 1.55 per hour, effective the pay period that begins after December 31, 2013.
4 \$ 1.60 per hour, effective the pay period that begins after December 31, 2015.
5 \$ 1.65 per hour, effective the pay period that begins after December 31, 2017.
6 \$ 1.70 per hour, effective the pay period that begins after December 31, 2018.
7 \$ 1.75 per hour, effective the pay period that begins after December 31, 2019.

- 8
9 (d) The Employer shall continue contributions based on a forty (40) hour work week while an
10 employee is off work due to paid vacations or paid holidays. Contributions shall not be
11 made for sickness and injury time. The Employer shall also make contributions whenever
12 an employee receives severance pay, vacation pay at termination, or vacation pay in lieu of
13 time off.
14
15 (e) Contributions for a new, temporary, probationary, part-time and full-time employee are
16 payable from the first day of employment.
17
18 (f) The parties further agree that contributions for this Special Class of Employees can only
19 continue so long as the Employer has any other employees for whom it is obligated to
20 contribute to the Pension Fund in accordance with a Collective Bargaining Agreement with
21 a Lodge and/or District of the International Association of Machinist and Aerospace
22 Workers.
23
24 (g) The parties adopt and agree to be bound by, and hereby assent to, the Trust Agreement,
25 dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan
26 rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and
27 administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect
28 and as the Trust and Plan may be amended from time to time.
29
30 (h) The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may
31 terminate the participation of this Special Class of Employees of the Employer in the Plan if
32 the successor collective bargaining agreement fails to renew the provisions of this pension
33 Article or reduces the Contribution Rate. The parties may increase the Contribution Rate
34 and/or add job classifications or categories of hours for which contributions are payable.
35
36 (i) This Article and the Agreement signed on October 28, 2005 between the Company and the
37 I.A.M. National Pension Fund contain the entire agreement between the parties regarding
38 pensions and retirement under this Plan and any contrary provisions in this Agreement shall
39 be void. No oral or written modification of this Agreement shall be binding upon the
40 Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or
41 arbitration decision with respect to the obligation to contribute shall be binding upon the
42 Trustees of the said Pension Fund.
43

44 Section 16.2 401(K) Plan
45

- 46 (a) The undersigned Employer is a Contributing Employer to the I.A.M. National 401(k) Plan
47 with respect to its employees represented for Collective Bargaining purposes by Lodge No.
48 839 of District No. 70 of the International Association of Machinists & Aerospace Workers.

1
2 (b) The undersigned Employer wishes to contribute to the I.A.M. National 401(k) Pension Plan
3 with respect to a certain Special Class of Employees, the members of which shall be limited
4 to all employees represented for the purposes of Collective Bargaining by Local Unions 952
5 and 1558 of the United Automobile, Aerospace & Agricultural Workers of America (UAW).
6

7 (c) The Employer will make authorized weekly/biweekly pre-tax deductions of a percentage of
8 the employee's current earnings for each pay period for any employee covered by this
9 Agreement who has requested that such a payroll deduction be made.
10

11 (d) All such deductions shall be remitted to the Plan two (2) business days after the end of each
12 pay period for which the deductions are made but in no event later than the tenth (10th) day
13 of the month following the pay period for which the deductions are made.
14

15 (e) Such deductions are required to be remitted to the Plan by the Employer and must be sent to:

16
17 I.A.M. National Pension Fund,
18 I.A.M. National 401(k) Plan
19 P.O. Box 64341
20 Baltimore, MD 21264-4341
21

22 or such other address as the Trustees may require.
23

24 (f) The Employer agrees to make further deductions from the employee's wages of any monthly
25 amount required by the Plan to pay back a loan taken from the Plan by the employee if
26 applicable. Such amounts will be deducted and remitted to the Plan in accordance with
27 paragraphs (A), (B) and (C).
28

29 (g) The Employer agrees to maintain and abide by any deferral election form provided by the
30 employee to the Employer and to provide the Trustees of the Fund with all compensation
31 and other data needed for the Trustees to administer the Plan in accordance with the terms of
32 the I.A.M. National 401(k) Plan and applicable law.
33

34 (h) The Employer agrees to be bound by, and hereby assents to, the Amended and Restated
35 Trust Agreement for the I.A.M. National Pension Fund and by the terms of the I.A.M.
36 National 401(k) Plan currently in effect and as the Trust and Plan may be amended from
37 time to time.
38

39 (i) This Agreement contains the entire agreement between the Employer and the I.A.M.
40 National Pension Fund, I.A.M. National 401(k) Plan for the participation of this group of
41 employees. No oral or written modification of this agreement shall be binding unless agreed
42 to in writing by the Trustees of the I.A.M. National Pension Fund. No grievance procedure,
43 settlement, or arbitration shall be binding on the Trustees of the I.A.M. National Pension
44 Fund.
45

46 (j) This Agreement shall become effective upon its acceptance by the Trustees of the I.A.M.
47 National Pension Fund. No employee deductions shall be remitted until notification of
48 acceptance by the Trustees of the I.A.M. National Pension Fund.

- 1
2 (k) The Employer understands that the participation in the Plan of its employees is conditioned
3 on their participation in a defined benefit pension plan and the Employer's compliance with
4 Sections 401(a)(4), 410(b) and 401(k) of the Internal Revenue Code. Participation in the
5 I.A.M. National 401(k) Plan is further conditioned upon the Plan not being a top-heavy Plan
6 under Section 416 of the Internal Revenue Code with respect to the Employer's non-
7 bargaining unit employees.
8
- 9 (l) The Employer agrees to provide the information and certifications required by the Trustees
10 to monitor compliance with the Plan and the Internal Revenue Code, including
11 compensation and other information regarding all Bargaining Unit employees of the
12 Employer. If the Employer fails to comply with Sections 401(a)(4), 410(b) or 401(k) of the
13 Internal Revenue Code, or if the Plan is top-heavy with respect to the Employer's
14 employees, or if the Employer fails to provide information, certifications or additional sums
15 required by the Trustees, the participation of the Employer's employees shall terminate. In
16 addition, the Trustees may in their discretion terminate this agreement at any time by 60
17 days' written notice.
18

ARTICLE 17

HEALTH AND SAFETY

SAFETY

Section 17.1.

The Company recognizes its obligation to provide a safe and healthful working environment for employees. The Company agrees to abide by and maintain in its plants and facilities standards of sanitation, safety and health in accordance with the Federal, State, County and City laws and regulations. The Company and the Union are committed to providing a safe and environmentally friendly workplace.

Section 17.2.

The Company recognizes a Union Health and Safety Representative for each Area Business Unit. The Union Health and Safety Representative is assigned on a part-time or as needed basis, reports to the Bargaining Unit Chairperson and receives direction and assignments based on feedback from the UAW membership. The International Union, upon the recommendation of the Local Union, appoints Health and Safety Representatives and alternates. The Union Health and Safety Representative will function as needed to carry out his or her roles and responsibilities outlined in this article. It is recognized and agreed, that the UAW Safety Representative, outlined in this Article 17, when not so engaged in the performance of his duties as safety Representative has production work to perform. In Tulsa, it is expected that the Safety Representative position will be a full-time position. In McAlester, it may be a part-time responsibility.

Section 17.3.

The UAW Health and Safety Representative will work closely with the facility Health and Safety staff and will be a member of the Health and Safety Team. This representative shall be paid at his/her regular rate of pay for such time as may be necessary to carry out health and safety duties. The Alternate Health and Safety Representative will function in the absence of the Health and Safety Representative and will be included in annual training. This representative will serve as a focal point for the UAW on all matters of health and safety - and will as a minimum:

- (a) Meet not less than monthly with the Safety and Environmental Health organization to discuss the overall health and safety program, in addition to the normal day to day working relationship.
- (b) Participate in regulatory audits, appeals and walk-throughs, including those conducted by the International Union upon proper notification.
- (c) Be promptly informed of Safety and Environmental Health plant surveys and accident investigations and will be allowed to participate.
- (d) Consult with any worker about health and safety concerns.

- 1
2 (e) Have access to information such as: OSHA 300 Log. OSHA Form 301 or equivalent,
3 accident report forms, industrial hygiene monitoring and chemical exposure data, Material
4 Safety Data Sheets, accident reports, trend data on work related accidents, injuries and
5 illnesses. This information will be provided in a reasonable time period.
6
7 (f) Review layout changes that may affect health and safety, machine modifications, and new
8 equipment and machinery to ensure that appropriate health and safety considerations have
9 been addressed.
10
11 (g) Conduct regular inspections, documenting deficiencies and following up on corrective
12 action.
13
14 (h) Provide input in developing and evaluating programs such as Fall Prevention, Noise
15 Abatement, Ergonomics, Toxic Material Reduction, Preventive Maintenance, Lockout,
16 Powered Industrial Vehicle safety, Chromate Exposure Reduction, and Metal Working Fluid
17 Management, etc.
18
19 (i) Review new standards and regulations and recommend appropriate changes in the work
20 environment and plant procedures.
21
22 (j) Monitor compliance with government standards.
23
24 (k) Take an active role in reviewing, recommending and presenting local safety education and
25 information programs and employee job-related safety training (e.g., hazard communication,
26 lockout, confined space, new employee orientation, apprentice safety, etc.)
27
28 (l) Investigate worker concerns, accidents, injuries and near misses and meet with appropriate
29 management for resolution and necessary follow-up.
30
31 (m) Meet quarterly with the Vice President General Manager of Aerostructures Oklahoma, the
32 Plant Manager for the McAlester plant, the Safety Working Group, the Bargaining
33 Committee Chairperson, and the Union Presidents regarding the health and safety program.
34

35 Section 17.4.

36
37 The Company will establish a comprehensive ergonomics program. The program will include:

- 38 (a) On-going systematic analysis of injury and illness records, including Workers'
39 Compensation claims, OSHA recordables, medical visits, Sickness and Accident records.
40
41 (b) Utilization of early warning surveillance tools, such as symptom questionnaires.
42
43 (c) Job analysis to identify high risk jobs.
44
45 (d) Application of engineering controls to eliminate or reduce risk.
46
47 (e) Worker involvement in the identification of hazards and selection of control methods.

1
2 (f) Training for engineers, workers and supervision.
3

4
5 (g) Establishment of engineering design criteria.
6

7 (h) Active involvement of the medical department in the identification of problems, medical
8 evaluation, treatment, rehabilitation, record keeping and job placement of restricted workers.
9

10 Section 17.5

11
12 The parties recognize that knowledge of health and safety hazards, good communication and
13 prompt corrective action are fundamental to the success of this program. Managers and union
14 committeepersons will be trained in health and safety and problem solving methods. Training
15 resources may be provided and/or recommended by the Company Safety Working Group. Further,
16 the Company will encourage employees to communicate concerns to their management who have
17 both the authority and responsibility to implement changes.
18

19 The Union Health and Safety Representative will notify Line Management and Health and Safety of
20 discrepancies and hazards found. The Representative has authority to immediately recommend to
21 both first Line Management and Health and Safety that operations be shut down in the event of
22 imminent danger to employees.
23

24 Employees will have the right to discuss health and safety issues with their Manager and may
25 request the assistance of the Union Health and Safety Representative. If the issue cannot be
26 resolved with the Manager, the Representative will discuss the issue with Safety and Health
27 Department and, if necessary, the Site Manager. Unresolved complaints or grievances concerning
28 matters covered by this Article may be processed through Article 9 and shall not be subject to
29 Arbitration. The Health and Safety Representative will participate in the grievance procedure when
30 appropriate.
31

32 Section 17.6.

33
34 The Company will provide the Union with additional, appropriate Health and Safety information on
35 request. The Company agrees to notify to the union members of the Safety Working Group of
36 incidents such as serious injuries, hazardous chemical spills and fires. This shall include, but not be
37 limited to all OSHA 300 log recordable cases. In addition, on request, these International Union
38 representatives will be permitted to visit Company plants in connection with specific health and
39 safety problems.
40

41 Section 17.7.

42
43 In support of the Health and Safety activities at each location, and in order to facilitate achievement
44 of the mutual objectives of providing world class safety and health programs for all employees, the
45 parties agree to the formation of a Company Safety Working Group. This Working Group will be
46 comprised of four members, two from the Company and two from the Union. The parties will each
47 designate a co-chairperson. The remaining members will be appointed by the respective co-

1 chairpersons.

2
3 The role of the Company Safety Working Group is to support and serve as a resource for the safety
4 efforts at each location. The operating Plants may call upon the Working Group for advice,
5 consultation, and to review safety training programs. The International Union will receive quarterly
6 reports on injury and illness analysis, including the OSHA 300 log for all facilities covered by this
7 agreement.

8
9 The Working Group may convene at the discretion of the co-chairpersons. The Working Group will
10 hold a meeting at least quarterly, to be attended by representatives from both the Company and the
11 Union from each business unit. The meeting will include a review of safety and health performance
12 metrics and sharing of ideas/issues pertinent to safety. This meeting may include invited
13 representatives from the International Union. The Company will pay travel and meeting expenses
14 for Safety Representatives, Alternates, and Chairman of the Bargaining Unit in connection with the
15 annual safety training at Black Lake Michigan or an alternative site as agreed to by parties. The
16 Company will vary from its normal Travel Policy and shall pay travel time from departure to arrival
17 from the Company to Black Lake, and the return trip.

18
19 The Working Group may conduct site reviews to assess program status and site compliance efforts.

20
21 Additionally, each operating Plant site will form a local Safety Committee with at least equal
22 representation from the UAW Bargaining Unit. These local Safety Committees will support Plant
23 site safety programs and initiatives. The local Safety Committee may be called upon to review
24 proposed safety training programs or initiatives.

25
26 The UAW representative or designee will serve as co-chair. The Bargaining Unit Chairperson will
27 appoint UAW representation on the committee.

28
29 Section 17.8.

30
31 The Company will provide all employees:

- 32
- 33 (a) The right to refuse work which he/she reasonably believes involves a substantial probability
34 that serious physical harm may occur. Upon receiving the employee's complaint, the Health
35 and Safety staff and UAW Health and Safety Representative will investigate and
36 recommend any needed improvements. In the interim, the concerned employee shall be
37 assigned to other available work if required. The employee shall accept such temporary
38 assignment at his/her normal rate of pay. When the work operation is determined by the
39 Health and Safety staff and the Union Health and Safety Representative to be safe, the
40 employee will return to the job. Continuing disputes may be processed through Article 9 of
41 this Agreement, and/or OSHA.
 - 42
 - 43 (b) Prompt access to their medical and related exposure records.
 - 44
 - 45 (c) Proper Access to adequate medical and/or nurse services for all shifts, including emergency
46 medical treatment and regular surveillance exams.
 - 47
 - 48 (d) Education and training sufficient to familiarize employees with the potential hazards

1 associated with their jobs.
2

3 (e) Monthly meetings during which safety awareness and training will be emphasized and
4 documented. This safety meeting will be in addition to regularly scheduled safety, health
5 and environmental training classes.
6

7 (f) Protection from harmful materials by reducing exposure to the lowest feasible level.
8 American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit
9 Values (TLVs), National Institute of Occupational Safety and Health
10 (NIOSH) Recommended Exposure Limits (RELs), and other recommendations will be used
11 as guidelines.
12

13 (g) A variety of choices when selecting personal protective equipment.
14

15 (h) A commitment to implementing hazard control by elimination, substitution, or engineering
16 controls, in lieu of personal protective devices, whenever possible.
17

18 Section 17.9
19

20 The Company is committed to the implementation of a Sub-contractor Safety Program. The
21 program includes pre-qualification, periodic site inspections and written statements confirming
22 proper training and enforcement. Sub-contractors that repeatedly violate guidelines will be removed
23 from plant property and ineligible to bid on future projects. In order to be considered for future
24 projects, the sub-contractor will certify in writing that deficiencies have been corrected and will
25 fully comply with all company requirements.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

ARTICLE 18

NOTICES

Section 18.1.

Notices permitted or required under this Agreement, which are applicable to only one location, shall be sufficiently served when received by the Senior member of Management at the location. Such notices shall be sent by registered or certified mail, postage prepaid, return receipt requested. Notices may also be personally delivered for the Company by the Manager of Human Resources (or his designated representative) and for the Union by the Chairperson of the Bargaining Committee (or his designated representative). Such delivery shall be made to the office of the Local Union or the office of the Manager of Human Resources, as the case may be. Notices so delivered shall be in duplicate and both copies shall have time and date of delivery noted for receipt purposes. One copy will be returned to the party making the delivery. Each party shall keep the other party currently posted in writing of all such appropriate addresses.

Section 18.2.

Failure on the part of an employee to keep the Human Resources Department informed of his correct address relieves the Company of the responsibility of any notification to such employee required by this Agreement.

Section 18.3.

The Company agrees that, with respect to its personnel policies, it shall supply the Union with copies of its written policies and subsequent revisions. If an individual employee claims he was reimbursed in an amount less than the amount provided for in such written policies, such claim shall be processed in accordance with the provisions of Article 9, Section 9.7.

ARTICLE 19

MISCELLANEOUS

1
2
3
4
5
6
7

Section 19.1. Inventions

8 Employees shall be permitted to retain ownership of an invention conceived or developed by them
9 if the invention (a) was developed entirely on the employee's own time and the invention is one for
10 which no equipment, supplies, facilities, or trade secret information of the Company was used; and
11 (b) does not (i) relate directly to the business of the Company or to the Company's actual or
12 demonstrably anticipated research or development, or (ii) result from any work performed by the
13 employees for the Company. All other inventions shall be the property of the Company, and
14 employees shall assist the Company in the protection of such inventions as directed by the
15 Company. No employee shall be required, as a condition of employment or continued employment,
16 to sign an invention agreement, which contravenes these provisions.

17
18
19

Section 19.2. Sabotage

20 The Union agrees to report to the Company when it has knowledge of any acts of sabotage or
21 damage to or the unauthorized or unlawful taking of company, government, customer, or any other
22 person's or employee's property. The Union further agrees to use its best efforts in assisting to
23 identify and apprehend the guilty person or persons.

24
25 Section 19.3. Investigatory Interviews
26

27 Before an investigatory interview which could reasonably result in discipline, the employee will be
28 informed of the right to request the presence of his Union representative, if the representative is
29 available. If his shop Representative is not available, such employee may request the presence of
30 another immediately available shop representative. If the employee indicates that he or she does not
31 want union representation, the employee shall initial documentation indicating this decision. If a
32 shop representative, pursuant to the employee's request, is present during such an interview, the
33 shop representative, in addition to acting as an observer, may, after the Company has completed its
34 questioning of the employee, ask additional questions of the employee in an effort to provide
35 information which is as complete and accurate as possible. The shop representative shall not
36 obstruct or interfere with the interview.

37
38 Section 19.4. Bulletin Boards
39

40 The Company will install and maintain in each zone, a glass-enclosed locked bulletin board, at
41 locations mutually agreed upon by the parties. Keys for these boards will be furnished to the Union
42 President. Such boards may be used by the Union for posting notices approved by the Union and
43 Company, and restricted to:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

- 1. Notices of Union recreational and social affairs.
- 2. Notices of Union elections.
- 3. Notices of Union appointments and results of Union elections.
- 4. Notices of Union meetings.
- 5. Such other notices as may be mutually agreed.

Time spent away from his regular jobs by the President or his designated representative in posting the bulletins provided for in this Article will be paid for by the Company.

Any change in the number or the location of such bulletin boards shall be mutually decided by the Company and Union President.

There shall be no other distribution or posting by employees of notices, pamphlets, advertising or political matter or any kind of literature upon Company property other than as herein provided.

Section 19.5. No Discrimination

In the administration of this Agreement, neither the Company nor the Union shall discriminate against any employee because of that employee's race, color, sex, religion, national origin, age, Union membership, Vietnam era veteran status or against qualified individuals with a disability. Use of any male noun or pronoun throughout this Agreement shall refer to both male and female employees.

Section 19.6. Outsourcing, Subcontracting and External Assistance.

(a) Outsourcing.

- 1. It is not the Company's intent to weaken the bargaining unit by sub-contracting or outsourcing work. To be able to respond to dynamic economic conditions, the Company retains the right to subcontract, outsource, or off-load to off-premises sites, any work ordinarily done by bargaining unit employees and to designate where the work is to be performed. Except where time or circumstances prevent it, the Company shall inform the Union of any subcontracting of work normally provided by the bargaining unit prior to the signing of the contract for the subcontracted work and discuss it with the Union.
- 2. The Company and the Union agree to meet periodically to discuss the impact of subcontracting on bargaining unit jobs. The Senior Operations Management will meet as needed but no less frequently than quarterly with the Local Presidents and Bargaining Committee to discuss any sourcing decisions that could impact bargaining unit jobs.

(b) Subcontracting.

- 1. The Company shall have the right to subcontract Facilities Maintenance, and General

1 Construction performed on Company property by outside workers. Company will
2 maintain a core maintenance workforce for assignment within the plant facilities. Any
3 increase or decrease in the core maintenance workforce will be discussed in advance
4 with the Union.
5

- 6 2. Company and Union shall review any planned subcontracting to be performed on
7 Company property of work ordinarily done by bargaining unit members and provide for
8 re-training and re-assignment within the company to a comparably paid position. Any
9 bargaining unit employee whose work is eliminated as a result of subcontracting shall be
10 retained by Company, and re-trained for assignment into a new job of comparable pay.
11

12 (c) External Assistance.
13

- 14 1. External Assistance shall mean Spirit employees from other locations, contract labor, or
15 other work similar in scope and nature to what has previously been performed in the
16 facilities (e.g. vender tool setting, warranty work, calibration, specialty skill sets not in
17 the unit).
18
- 19 2. Where feasible, the Company's intention is to use external assistance as a buffer to
20 protect against short-term hiring challenges, to assist in training, and to give some
21 protection during economically challenging times. The Company will discuss the
22 utilization of external assistance, terms and conditions with the UAW and the duration of
23 the temporary assignment. It is not the Company's intention to use temporary employees
24 to replace or erode the work performed by UAW bargaining unit employees. The use of
25 external assistance will be restricted to meeting short-term hiring requirements, and
26 training opportunities for bargaining unit members. Temporary assignments will last no
27 longer than 90 days, unless expressly agreed by the Union President.
28
- 29 3. No employees in an affected classification shall be laid off or downgraded while external
30 assistance is being utilized in the plant in the affected job classification.
31
- 32 4. During periods in which external assistance is being utilized in the Plant, such
33 individuals will not perform work during premium time hours without the Company first
34 offering premium time, per Exhibit "F" augmentation language, to the employees in the
35 department and classification in which the work is being performed.
36

37 Section 19.7 Non-Bargaining Unit Employees
38

39 Non-bargaining unit employees shall not perform work or operations normally performed by
40 bargaining unit employees, except in cases of emergency, for the purpose of instructing or training
41 employees, during Accelerated Improvement Workshop (AIW) or other process improvement
42 activities, or in the performance of other non-production work. The Company will utilize bargaining
43 unit employees assigned to areas where AIW's are being performed during AIW and other process
44 improvement activities.
45
46

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19

Section 19.8. Joint Health Committee.

The Company and the Union are committed to ensuring that employees have access to cost effective, quality health care coverage. The parties agree to a Joint Health Committee. The Committee will have an equal number of representatives, including a co-chair, from each party. When appropriate, health care experts and representatives from the Company's health plans will be invited to attend Committee meetings. Among the topics that the parties will consider and discuss are:

- Healthy Spirit strategy for Oklahoma employees
- Programs, events, rewards, etc.
- Healthcare Reform and anticipated impacts
- Medical trend information – Aetna Quarterly reviews
- Summary of Material Modifications to the Summary Plan Descriptions
- Employee Education and Communication
- Jointly develop education and communication materials
- Other pertinent items as they come up

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

ARTICLE 20
QUALIFICATIONS AND ENFORCEMENT

Section 20.1. QUALIFICATIONS

- (a) Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of this Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.
- (b) This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto, and no representative of either party has authority to make, and none of the parties shall be bound by any statement, representation or agreement reached prior to the signing of this Agreement or made during these negotiations not set forth herein.
- (c) Any future agreements made by the parties shall be reduced to writing and signed by authorized representatives of the parties.
- (d) If either party to this Agreement claims it is relieved of its obligations hereunder as a result of an alleged breach of agreement by the other party, it shall notify the other party of such claim and alleged breach and allow ten (10) days to such other party for discussion, redress or correction prior to asserting that it has rescinded the contract.

Section 20.2. WAIVER

The waiver of any breach of any of the provisions or terms of this Agreement by either party does not constitute a precedent for any future waiver or enforcement of such breach.

Section 20.3. SPECIFIC PERFORMANCE

- (a) Either party hereto shall be entitled to require specific performance of the provisions of this Agreement.
- (b) It is distinctly understood and agreed that all previous agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 21

STRIKES AND LOCKOUTS

Section 21 Strikes and Lockouts

(a) During the term of this Agreement neither the Union (including its officers, agents, representatives, and members) nor any employee covered by this Agreement shall in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike (whether it be an economic strike, sympathy strike, unfair labor practice strike or otherwise) slow down, walk out, boycott, picketing, or any other interference with the Company’s operations by bargaining unit members. Nothing herein shall require employees to work in an unsafe environment. Any employee who violates this Article may be subject to disciplinary action.

Consistent with the foregoing, during the term of the Agreement, the Union has the right to engage in informational picketing provided that such picketing does not have an effect of inducing any individual employed by any person in the course of his employment to refuse to pick up, deliver, or transport any goods, or not to perform any services.

(b) The Union will make every effort to stop and discourage any action prohibited by Section 21(a) if it should occur and will keep the Company advised of its actions.

(c) The Company agrees that there shall be no form of lockout during the term of this Agreement.

ARTICLE 22

PROPRIETARY WORK

Section 22.1. DEFINITIONS

- (a) Proprietary Work—That work which, by its unique nature and strict “need-to-know” criteria, requires, for exposure to and/or participation in, an access, that is in addition to or in lieu of a security clearance.
- (b) Area Unit—As defined in Article 1 of the Collective Bargaining Agreement.
- (c) Billets—A fixed number of openings, mandated by customers, that limit the number of individuals who will be permitted access to:
 1. Any particular proprietary activity, and/or
 2. Limit the number of individuals that can have access to a proprietary activity at any given time.
 3. Access to some proprietary activities is further restricted by customers who mandate that once an individual has filled a billet and has been accessed to an activity, such billet may not be later used in the event such individual is de-accessed from that activity. Thus, there may be a specific number of billets for any given activity identified to a specific individual, which remains with that individual, and cannot be transferred to another individual regardless of any attrition which may occur throughout the duration of that activity.
- (d) Qualifying Requirements for Proprietary Work—Employment eligibility for Proprietary Work requires that an employee must have the ability to perform the work and hold the appropriate security clearance including any required special accesses to the proprietary work.
- (e) Candidate Pool—A group of employees, and employees on layoff with recall rights who have agreed to participate in proprietary work.
- (f) Immediate Vacancy—Job openings which were unanticipated and must be filled prior to the time required to clear employees for the Candidate Pool.
- (g) Anticipated Vacancy—Job openings which, based on known schedules and funding, can reasonably be forecast by classification far enough in advance for interested employees to obtain a security clearance and be placed in a Candidate Pool.

Section 22.2. FILLING PROPRIETARY JOB VACANCIES

- (a) The company will determine the nature of the work to be performed and will offer employees in seniority order, who are properly classified the choice of participating or not

1 participating in proprietary work when openings occur. Should there be no one properly
 2 classified the opening will be filled in accordance with the following priorities. Should the
 3 work be of a nature that no single classification is appropriate then the Company and the
 4 Union will mutually agree upon a classification (and rate range) that best represents the
 5 work to be performed.

6
 7 (b) The priorities of rights of employees, who meet the qualifying requirements of the
 8 proprietary work, to fill proprietary job vacancies is set forth below:

9
 10 First Priority—Shift transfers in accordance with Article 13 Section 13.10(g) in the
 11 proprietary work except as precluded by program requirements.

12
 13 Second Priority—Application for transfer in classification between departments who
 14 meet the qualifying requirements of the proprietary work

15
 16 Third Priority— Seniority rights under Article 13, Section 13.4 and 13.7. These only
 17 include rights at time of excess, upgrade of employees at work and recall of
 18 employees from layoff who meet the qualifying requirements of the proprietary
 19 work.

20
 21 Fourth Priority—Job bidders under the provisions of Article 13, Section 13.8 who
 22 possess the qualifying requirements of the proprietary work.

23
 24 Fifth Priority—Preferential reinstatement of employees who possess the qualifying
 25 requirements of the proprietary work.

26
 27 Section 22.3. CANDIDATE POOL

28
 29 In the event there are insufficient employees who meet the qualifying requirements for
 30 proprietary work as set forth in Section 22.2.(a), the selection shall be in accordance with
 31 the following procedure:

32
 33 In order that employees have the choice of participating or not participating in proprietary
 34 work, the Company will establish a candidate pool. The pool will be comprised of active
 35 employees and, if needed, employees on layoff with recall rights and non-employees
 36 (applicants) who have expressed an interest in working for the Company in proprietary
 37 programs.

38
 39 (a) Employees, including those on layoff with recall rights, in seniority order who are properly
 40 classified to perform the work in the Plant where the vacancies exist shall be given first
 41 opportunity to populate the candidate pool. (Reference Proprietary Work Option Form.)

42
 43 (b) If the Company determines that there are insufficient employees properly classified in the
 44 Plant where the vacancies exist in the candidate pool, the Company will post said vacancies.

45
 46 (c) All active employees and employees on layoff with recall rights will be permitted to bid for
 47 jobs for which they possess the ability to perform.

1 (d) A package of documents required to be submitted when applying for a security clearance
 2 and/or special access will be provided to each person who successfully enters the candidate
 3 pool.

4
 5 (e) Unless otherwise affected by the provisions of Article 13, active employees who
 6 successfully enter the candidate pool will remain in their current assignment while a security
 7 clearance including any required accesses is being processed and until such time as they can
 8 be placed on proprietary work.

9
 10 (f) Except for employees at the Plant in which the vacancies exist, all candidates will sign a
 11 letter of agreement for employment contingent upon their ability to obtain the necessary
 12 security clearances including any required special accesses.

13
 14 (g) The vacancy or billet will finally be filled by the candidate who first successfully obtains the
 15 necessary clearances including any required special accesses. Employees not approved for
 16 access will be informed as soon as practical.

17
 18 Employees , including those on layoff with recall rights, who agree to participate in proprietary
 19 work may, at any time, change their choice and decline to participate. Active employees at the
 20 Plant involved who declined to participate may, at any time, change their choice and accept future
 21 opportunities when a staffing need exists. (Reference Proprietary Work Option Form).

22
 23 Section 22.4. TRANSFERS

24
 25 When it is necessary for the Company to select an employee from another area unit the
 26 employee will be considered as transferred out of the area unit. If an employee, prior to
 27 volunteering for a proprietary assignment, had an active request for shift transfer or bid
 28 on file, the effect of such application and/or bid will be considered in relation to his
 29 seniority when he returns from his proprietary work.

30
 31 Section 22.5 REPRESENTATION

32
 33 (a) The Bargaining Committee Chairperson, or their designated representative, the UAW safety
 34 Representative, and the Floor Committeeman will be permitted to submit the necessary
 35 security documents for the appropriate security clearance and/or access to proprietary
 36 activities at their respective Plant. As an alternative, and upon mutual agreement, the
 37 President of the Local Union may appoint a representative who will be permitted to submit
 38 the necessary security documents for the appropriate security clearance and/or access to
 39 proprietary activities at a mutually agreed upon group. Representation of Bargaining Unit
 40 employees involved with proprietary work at all locations covered by this Agreement shall
 41 be as defined in the applicable provision of Article 4 of this Agreement.

42
 43 (b) Nothing in this Article shall prevent the Union or an employee from filing a problem;
 44 however, such problem shall be processed in accordance with the paragraph below:

45
 46 The Union and the Company recognize the critical importance of protecting the
 47 security of proprietary information, documents and materials. Due to these
 48 implications related to national security, the parties agree that when a Bargaining

1 Unit member conducts a problem solving or investigative conference which may
2 involve any proprietary or classified information with his Union representative
3 outside a secure area or in the presence of any individual who does not possess
4 the appropriate security clearance, access authorization and need-to-know, a
5 member of the Proprietary Security Staff will be present to counsel the employee,
6 Union representative and/or any other participant who does not meet the above
7 defined criteria and to protect all parties to the meeting from inadvertently
8 committing a breach of security. The intent of requiring a representative from
9 Security to be present is to protect all parties from and to make every effort to
10 prevent an accidental unauthorized disclosure of proprietary information. The
11 Security Representative shall maintain complete confidentiality and shall not
12 disclose the information discussed during the meeting unless it involves a breach
13 of security or a violation of the law.

14
15 Section 22.6. GENERAL PROVISIONS

- 16
17 (a) Employees on proprietary work may retain regular bargaining unit classifications or, upon
18 mutual agreement, may be reclassified in a unique proprietary job classification. In those
19 instances where it is appropriate that an employee on proprietary work have his
20 classification changed in order that an employee be properly classified or compensated, a
21 change in classification will be processed. Should the reclassification result in a reduction in
22 compensation, the employee will have the option to exercise his seniority in the last
23 classification held in the area unit prior to the proprietary work. Such reclassification will
24 not constitute a vacancy in the employee's home plant or facility for purposes of job posting
25 and bidding or recall. Such classification will be applicable only for the duration of that
26 proprietary work.
27
- 28 (b) When an employee is downgraded without option to exercise his seniority within the
29 proprietary work, is excessed or loses his access from the proprietary work, or returns from
30 that proprietary work, he will exercise his seniority in the last classification he held in the
31 area unit prior to the proprietary work as if he never left.
32
- 33 (c) An employee may voluntarily remove himself from proprietary work and exercise his
34 seniority in the area unit from which he transferred prior to the proprietary work, as if he
35 never left, except that transfers between locals will be treated in accordance with the existing
36 provisions in this Agreement.
37
- 38 (d) Authorized entry into proprietary work is on a limited and strict security need-to-know
39 basis; therefore, an employee without the appropriate security clearance and/or access
40 cannot displace an employee on proprietary work.
41
42

1 (e) Joint Briefing
2

3 Proprietary work requires unique qualifying criteria, working conditions and special security
4 requirements necessary to perform work in a proprietary area or location. As a result, the
5 Union and Company will jointly present a comprehensive informational briefing to
6 employees considering an opportunity to work in a proprietary area or location before the
7 employee is asked to accept a proprietary work assignment or position. The briefing will be
8 given jointly by Company and Union representatives and will include:

- 9 – Proprietary opportunities
10 – Definition of proprietary work
11 – Working conditions
12 – Qualifying criteria
13 – Availability to perform proprietary work
14 – Rights of employees
15 – Summary
16

17 A jointly prepared standardized written statement (Proprietary Work Option
18 Form) will be given to employees for signature acknowledging that they received
19 the above referenced briefing and that they accept or decline the opportunity to
20 participate in proprietary work.
21

22 Section 22.7. PROPRIETARY COMMITTEE
23

24 In recognition of the unique and evolving nature of this type of work, the parties
25 recognized the need to create a mechanism to address the new, unforeseen and
26 unanticipated issues which might arise or to reevaluate issues previously addressed. The
27 parties, therefore, agree that a joint standing Proprietary Committee shall be constituted at
28 each Plant as requested by either party and shall be empowered to address issues relative
29 to the application or implementation of this Article. Each Committee shall be comprised
30 of the Bargaining Committee Chairperson and the senior Labor Relations representative
31 at the affected Plant, the President of the local Union, a representative from Company's
32 Labor Relations Department, the Director of the Region 5 or their designee. Other
33 members may be added as needed to address specific or local interest issues. The
34 committee shall meet as needed.
35

36 Section 22.8.
37

38 Unless otherwise modified herein, the provisions of this Agreement shall govern.

ARTICLE 23

PARTNERSHIP AND JOINT PROGRAMS

1
2
3
4
5 During 2010 negotiations, Spirit AeroSystems and the United Aerospace Workers agreed that the
6 development of a true mutually agreed to "Joint Program" would be an effective way to meet the
7 ever-increasing challenges in the global marketplace. There is mutual recognition by both parties
8 that the challenges in the marketplace will continue requiring fundamental changes in the workplace
9 and that we must work together to our mutual benefit to develop and implement a successful Joint
10 Program.

11
12 The Company and the Union have committed to jointly develop a mutually beneficial partnership in
13 order to achieve the highest levels of quality and productivity possible. This partnership is based
14 upon a commitment to create a new era in labor-management relations. The key goals of the
15 partnership are to improve participation, flexibility, productivity, quality and the financial
16 performance of the Company, while enhancing earning opportunities, long-term employment, job
17 satisfaction and safety for employees.

18
19 The parties recognize that achieving this partnership will involve people in all parts of the Company
20 and Union in problem-solving and decision-making processes to a far greater extent than in the past.
21 The UAW and Spirit AeroSystems recognize their collective responsibility to contribute to the
22 success of the Company, and the establishment of a positive work environment.

23
24 The parties also understand that in a long-term cooperative relationship of this nature, developments
25 may arise that neither party anticipated. The parties agree to approach such discussions with the
26 utmost good faith in order to find solutions best for all. This Agreement has been constructed so as
27 to maximize the likelihood of realizing these goals in regard to the intent and spirit of this
28 Agreement.

Joint Union-Company Oversight Committee

29
30
31
32 The parties will establish a joint committee to oversee labor-management partnership and joint
33 programs the parties undertake. These joint initiatives are intended to enhance and develop
34 employees as the Company's key resource. The oversight function may include: (1) establishing
35 subcommittees to handle initiatives; (2) reviewing and resolving issues related to ongoing
36 initiatives; and (3) formulating future labor-management cooperative initiatives. The Company, at
37 its sole discretion, will provide administrative staff and appropriate funding to support the
38 initiatives.

39
40 To create a proper environment for the committee's work, no aspect of the committee's proceedings
41 shall be used as the basis for, or as evidence in, any proceedings under Article 9.
42 Membership. The Joint Union-Company Oversight Committee shall consist of up to four persons
43 representing the Company and up to four persons representing the Union.

44
45 The Company representatives will be appointed by the Company from the Company's Tulsa and
46 McAlester sites and Human Resources management.
47

1 The Union representatives will be appointed by the Union and shall be selected from the union
2 officials identified in Article 4, and participation shall be considered part of their responsibilities
3 pursuant to Article 4.

4
5 Each party shall appoint a chairperson of its group.

6
7 **Initiatives.** The Joint Oversight Committee initiatives may include:

- 8
9 • Programs designed to involve employees individually and/or through teams in the
10 identification and solution of quality and production problems for customers.
- 11
12 • Involve employees, their teams and their management in the identification and
13 solution of quality and production problems within the processes they are involved
14 in.
- 15
16 • Create a work environment that promotes teamwork, mutual trust and respect,
17 equality, honest and open communications, job satisfaction, job security, innovation,
18 growth, rewards and recognition.
- 19
20 • Find improved methods and processes that involve employees in improving the way
21 work is performed so that more skills and abilities are effectively utilized.
- 22
23 • Explore self-directed teams with members who know their jobs and have the ability
24 to perform their work with little or no direct supervision.
- 25
26 • Educate all employees to better understand customer needs and company goals.
- 27
28 • Develop team harmony and thereby increase Team, Employee and Company
29 stability.
- 30
31 • Monitoring and exploring developments in the areas of education and training, skill
32 utilization and application, and career development as those relate to emerging
33 technologies.
- 34
35 • Discussion groups on topics of mutual interest.
- 36
37 • Conducting briefings on the Company's plans for the introduction of new
38 technological changes and products that may affect bargaining unit members,
39 including schedules of introduction and areas of skill impacts.
- 40
41 • Planning, developing, implementing and evaluating pilot projects involving
42 innovative approaches in the workplace aimed at improving the quality of work life
43 and productivity.
- 44

45 The Joint Oversight Committee shall meet as often as its members agree, but in no event less often
46 than quarterly. The Company and Union chairpersons will establish committee meeting locations,
47 agendas and procedures.

1 Strategic Briefings

2

3 In addition to activities of the Joint Oversight Committee, the Company agrees that the Union is
4 entitled to strategic briefings on an ongoing basis in order to ensure that the Union has sufficient
5 advance information on all subjects necessary to fulfilling its role in maintaining and, to the extent
6 possible, advancing workforce levels in Tulsa and McAlester.

7

8 To this end, promptly after each quarterly meeting of the Company's Board of Directors and the
9 quarterly analyst call, members of the Company's Senior Oklahoma Executive Team shall meet
10 with the Director of the UAW National Aerospace Department (or his designee), the Union
11 Bargaining Committee, and Local Presidents to discuss the Company's current condition,
12 projections, and plans.

13

14

ARTICLE 24

PERIOD OF AGREEMENT

Section 24.1 Duration

- (a) This Agreement shall be effective until November 30, 2020, and shall remain in full force and effect for yearly periods thereafter, with the proviso that should either party desire to modify any portion or any of the terms hereof, it shall notify the other party, in writing, not more than ninety (90) days nor less than sixty (60) calendar days prior to the anniversary of the Effective Date in the year in which contract termination is desired.
- (b) In the event a written notice to modify is given pursuant to this Article, the parties shall submit their proposals, in writing, at least ten (10) days prior to the commencement of negotiations. It is understood that neither party will be precluded from submitting new or additional proposals during the course of negotiations.
- (c) Negotiations upon such modifications of the terms of this Agreement shall begin not later than October 31 of any subsequent yearly period, and shall continue until agreement is reached or this Agreement is terminated as hereinafter provided. During said negotiations, this Agreement shall remain in full force and effect provided that, during such negotiations, either party may terminate said negotiations and this Agreement effective upon giving ten (10) days' written notice to the other party. Negotiations, and all of the terms of this Agreement, shall continue during the entire period prior to effective date of termination.
- (d) In the event that any provisions of this Agreement shall become inoperative by reason of any applicable Federal, State, County, Municipal or Military law or regulation, it shall be superseded by such law or regulation only while such law or regulation is in force and the remaining provisions of the Agreement shall not be affected thereby.
- (e) It is understood that this Agreement contains the agreement of the parties as to all existing matters subject to collective bargaining during the life of this Agreement. However, nothing contained herein shall be interpreted as precluding the right of the parties to negotiate on matters which develop after entering into this Agreement and which have not heretofore been bargained upon and which are finally determined by proper authorities to be subject to collective bargaining.

Section 24.2 Contract Re-affirmance and Re-opener

- (a) The Company and the Union agree and commit that they will, on the day of the third and sixth anniversaries of this Agreement, or such other date as either party requests, mutually sign and execute a written amendment to this Agreement, which expressly reaffirms this Agreement for its remaining stated term.

1 (b) If either party desires to re-open this collective bargaining agreement for the sole purpose of
2 negotiating over wages, health care, pension and/or other economic items for the contract
3 term after February 1, 2018, that party shall notify the other party, in writing, not more than
4 ninety (90) days nor less than sixty (60) calendar days prior to February 1, 2018. The
5 Parties will meet sixty (60) days prior to February 1, 2018 for this purpose. The Company
6 agrees that in this opener, it will not ask for economic concessions.
7

8 Section 24.3 Communications to Employees
9

10 Either the Union or the Company shall have the right at any time to notify individual employees
11 directly of any provision of this Agreement.
12

13 Section 24.4 Severability
14

15 If any term or provision of this Agreement is, at any time during the life of this Agreement,
16 adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law,
17 such term or provision shall become invalid and unenforceable, but such invalidity or
18 unenforceability shall not impair or affect any other term or provision of this Agreement.
19

20 Section 24.5 Successorship
21

22 It is the express intent of the Company and the Union that this Agreement shall remain in effect for
23 its full term. To that end, the Company and the Union agree that this Agreement shall bind their
24 successors, administrators, executors, and assigns in the event the Company sells, leases, or
25 otherwise transfers all of its Tulsa or all of its McAlester operations.

EXHIBIT A

**INITIATION FEE AND DUES DEDUCTION
AUTHORIZATION**

To The Company, hereinafter referred to as the "Company".
You are Hereby Authorized and Directed:

1. To deduct from my pay such sum as shall have been certified by the properly designated Financial Officer of the Local Union, UAW, hereinafter referred to as the "Union," to the Company as owing by me to the Union, as and for the initiation fee, reinstatement fee and monthly membership dues for the current month. Said deductions shall be made upon the terms and in the manner provided in the currently effective collective bargaining Agreement, or any successive applicable collective bargaining agreement between the Company and the Union, subject to the provisions below.
2. To remit said deductions in full to the designated Financial Officer of the Union not later than the first day of each month following the month in which deductions are made.

This authorization shall supersede and invalidate any prior authorizations, shall become operative immediately and shall remain operative while the Company and the Union have in effect an agreement to check off fees and dues and while the Company and the Union are performing their obligations pursuant to Article 21, Section 1, entitled Strikes and Lockouts, or their equivalent or counterpart in any successive applicable collective bargaining agreement, or until revoked as hereinafter provided.

This authorization shall be irrevocable until one (1) year next succeeding the date hereof, or until the termination date of the aforementioned agreement between the Company and the Union, whichever occurs sooner; and at such time, and except as otherwise provided herein, I agree and direct that this authorization shall be automatically renewed and if renewed shall be irrevocable until the anniversary date of this authorization next following such renewal, or until the termination of the then applicable collective bargaining agreement between the Company and the Union, whichever shall occur sooner, unless written notice revoking this authorization is given by me to the Company and the Union during the fifteen (15) day period commencing with the anniversary date hereof, or the anniversary date in any subsequent year, or the fifteen (15) day period commencing with the termination date of the then applicable collective bargaining agreement between the Company and the Union, whichever occurs sooner. The revocation will be effective as of the last pay period in the month in which the revocation is tendered.

This authorization is made pursuant to and to satisfy the requirements of the Labor-Management Relations Act of 1947.

NAME _____
(Please print as on badge)

DATED _____

EXHIBIT A

DUES DEDUCTION AUTHORIZATION

1 SOCIAL SECURITY NO. _____
2
3 SIGNED (as on badge) _____
4
5 WITNESS _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

EXHIBIT B

AUTHORIZATION FOR DEDUCTIONS

**AUTHORIZATION FOR ASSIGNMENT AND CHECKOFF OF CONTRIBUTIONS TO UAW
V-CAP**

To: The _____ Company

I hereby assign to UAW V-CAP, from any wages earned or to be earned by me as your employee,
the sum of: (check one)

\$5.00 \$8.50 \$25.00 other

each and every month. I hereby authorize and direct you to deduct such amounts from my pay and
to remit same to UAW V-CAP at such times and in such manner as may be agreed upon between
you and the Union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the
making of payments to UAW V-CAP are not conditions of membership in the Union or of
employment with the Company, that I have the right to refuse to sign this authorization and
contribute to UAW V-CAP without any reprisal, and that UAW V-CAP will use the money it
receives to make political contributions and expenditures in connection with Federal, State and
Local elections, and that monies contributed to UAW V-CAP constitute a voluntary contribution to
a joint fund-raising effort by the UAW and AFL-CIO.

Name (Print) _____

Date _____

Address _____

Soc. Sec. No. _____

City _____ State _____ Zip _____

Signature _____

UAW V-CAP is an independent political committee created by the UAW. This committee does not
ask for or accept authorization from any candidate and no candidate is responsible for its activities.

1
2
3
4
5
6
7
8
9
10

EXHIBIT C

BENEFITS

The parties have agreed to provide a retirement plan and health care plans to employees covered by this Agreement. Details regarding these plans are contained in explanatory benefits materials and in their respective Summary Plan Descriptions, which are available electronically from the plan administrators, the Company and the Union.

1
2

EXHIBIT D
JOB CLASSIFICATIONS & RATE RANGES

			Effective 10/28/05 thru 12/23/2010	Effective 10/29/2010 thru 12/23/2010	Effective 12/24/2010	Effective 12/24/2010
CLASSIFICATION TITLE	JOB CODE	LABOR GRADE	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
Bonder	640A	U1A	\$13.75	\$28.38	\$15.00	\$29.96
	640D	U4D	\$11.00	\$23.99	\$12.00	\$25.57
Carpenter-Painter	612E	U5E	\$10.00	\$21.65	\$11.00	\$23.23
Electrical Service Technician	682A	U1A	\$13.75	\$28.38	\$15.00	\$29.96
Environmental Mechanic	681A	U1A	\$13.75	\$28.38	\$15.00	\$29.96
Inspector	620A	U1A	\$13.75	\$28.38	\$15.00	\$29.96
Logistical Support Technician	610E	U5E	\$10.00	\$21.65	\$11.00	\$23.23
	610F	U6F	\$8.00	\$20.49	\$9.00	\$22.07
Machine Fabricator Technician	630A	U1A	\$13.75	\$28.38	\$15.00	\$29.96
	630B	U2B	\$13.10	\$27.21	\$14.00	\$28.79
	630D	U4D	\$11.00	\$23.99	\$12.00	\$25.57
Maintenance Mechanic	683A	U1A	\$13.75	\$28.38	\$15.00	\$29.96
Maintenance Utility Worker	680E	U5E	\$10.00	\$21.65	\$11.00	\$23.23
Material Transportation Operator	613E	U5E	\$10.00	\$21.65	\$11.00	\$23.23
NDT Technician	690A	U1A	\$13.75	\$30.63	\$16.00	\$32.21
Processor	670D	U4D	\$11.00	\$23.99	\$12.00	\$25.57
	670E	U5E	\$10.00	\$21.65	\$11.00	\$23.23
Sheet Metal Mechanic	631D	U4D	\$11.00	\$23.99	\$12.00	\$25.57
Structures Installation Mechanic	650A	U1A	\$13.75	\$28.38	\$15.00	\$29.96
	650D	U4D	\$11.00	\$23.99	\$12.00	\$25.57
Test Mechanic	680C	U3C	\$12.25	\$24.57	\$13.00	\$26.15
Timekeeper	611F	U6F	\$8.00	\$20.49	\$9.00	\$22.07
Tool Builder	660A	U1A	\$13.75	\$28.38	\$15.00	\$29.96
Welder	684A	U1A	\$13.75	\$28.38	\$15.00	\$29.96

Note: Will be updated per Article 6 guidelines and made available to membership

3

EXHIBIT E**Memorandum of Understanding Regarding Early Retirement**1
2
3
4

5 The Company will offer an Early Retirement Incentive Window in 2011 that provides an
6 opportunity for employees age 55 or older. Employees who accept this voluntary retirement
7 program will be paid an early retirement incentive of \$25,000, payable in five (5) equal, monthly
8 installments beginning one (1) month following the retirement date. The total number of
9 employees who will be permitted to retire shall be at least sixty (60) and possibly as many as one
10 hundred and fifty (150) employees in Tulsa and at least twenty (20) and possibly as many as fifty
11 (50) employees in McAlester. If more eligible employees seek to participate in the early
12 retirement incentive program, the number may be increased at management's discretion.
13 Otherwise, participation shall be based upon seniority of the applicants. For participants in the
14 Early Retirement Incentive, the Company will provide a "Mini-Med" health insurance program
15 through Employee Benefit Services ("EBS") until age 65 if the employee elects coverage. The
16 Company will pay 30% of the premium. The employee will be responsible for the remaining
17 premium. If the employee does not elect the "Mini-Med" health insurance program, the early
18 retirement incentive shall be increased to \$30,000, payable in five (5) equal, monthly
19 installments beginning one (1) month following the retirement date.

EXHIBIT F**MEMORANDUMS OF UNDERSTANDING****ROTATIONAL OVERTIME**

1. There will be three overtime sheets for each group: one for weekly (Monday – Friday), one for Saturdays, and one for Sundays/Holidays.
2. Overtime groups will be established or re-established by Management based on similar work. Employees will be entered in seniority order when new groups are established.
3. New or revised overtime groups will be reviewed and signed by a UAW representative (Zone Committeeperson). Disputes regarding the establishment of new or revised overtime groups may be referred to Human Resources and the Bargaining Committee for review. New employees moved into an overtime group will go to the bottom of the rotation list.
4. Enter the date the employee is assigned into the overtime group and have the employee initial.
5. Overtime assignments during the normal workweek (Monday – Friday) will be made on a daily basis unless the entire overtime group is asked to work, in which case overtime assignments may be made for the week.
6. Overtime recording will be charged as follows: Yes-accepts; No-declines; V-on Earned Time Off; A-absent or on-leave; S-skipped. Employees shall, whenever practical, initial charges at the time the overtime is offered. Employees absent from work on the day the overtime is assigned shall be recorded as A-absent and such overtime shall not be considered as “skipped”.
7. Call-ins will be per the rotation.
8. If an employee is skipped two consecutive times without being offered the opportunity to work overtime within the same overtime group, he/she will be automatically paid on the second skip. Skips shall be maintained within individual overtime records (i.e.: one for weekly, one for Saturdays, and one for Sundays/Holidays. See #1 above). Alleged abuse of this provision shall be investigated by Human Resources and the Bargaining Committee.
9. Job continuity will be recognized for overtime without an out-of-rotation penalty (i.e.: skip) for up to two (2) hours of post-shift overtime. Thus, employees may work overtime up to a maximum of two (2) hours after their standard work shift to complete work assignments and maintain job continuity. Alleged abuse of this provision shall be investigated by Human Resources and the Bargaining Committee.

- 1 10. Whenever possible, employees will be given 24 hours written notice of overtime. If the
2 24-hour written notice is not given for mandatory overtime conditions, overtime will be
3 voluntary.
4
- 5 11. If an employee has a justifiable reason for refusing mandatory overtime, he/she shall
6 make his/her refusal and the reason for such refusal known to Management at the time
7 the mandatory overtime is scheduled. Management approved refusals will be documented
8 as Management Discretion and will not be subject to disciplinary action.
9
- 10 12. Overtime Records will be openly displayed in the department in such a manner that the
11 employees involved may check their standing.
12
- 13 13. When it becomes necessary to augment an overtime group with employees outside the
14 group, after all employees in the originating group have been asked, the following
15 procedure will govern the selection of such employees:
16
- 17 a. Completely exhaust each priority before going to the next one.
18
 - 19 i. First - Employees from another overtime group in the same department,
20 classification and shift.
 - 21 ii. Second - Employees from some other department in the same
22 classification and shift.
 - 23 iii. Third - Employees from some other classification within the originating
24 department on the same shift.
 - 25 iv. Fourth - Employees from among other available employees.
26
- 27 14. In all cases, selection for overtime assignments will be predicated on the employee's
28 ability to perform the work.
29
- 30 15. No employee shall be required to work mandatory weekend overtime on more than two
31 consecutive weekends.
32 a. Mandatory overtime work on either a Saturday and a Sunday, or on a Saturday or
33 a Sunday, shall constitute a weekend worked.
34 b. Employees who have worked two (2) consecutive mandatory weekends may
35 volunteer to work overtime on the following weekend.
36 c. The limit for mandatory overtime on a Saturday or a Sunday shall be eight (8)
37 hours.
38 d. No employee shall be required to work two consecutive Sundays.
39
- 40 16. All overtime on a holiday as set forth in Article 14, or on the weekend which
41 immediately precedes a Monday holiday or immediately follows a Friday holiday shall be
42 voluntary. No employee will be scheduled for weekend overtime in conjunction with his
43 or her vacation provided the vacation is scheduled two (2) or more days before the start
44 of the vacation.
45

1
2
3
4
5
6

**Memorandum of Understanding Regarding
Core Health Plan**

The Parties agree that should enrollment in the Core Health Plan drop to below ten percent (10%), the Company may discontinue the Plan at the time of the next enrollment.

1
2
3
4
5
6
7
8
9

**Memorandum of Understanding Regarding
Job Descriptions**

The Union and the Company have finalized the attached Job Descriptions and have agreed that the effective date shall be October 28, 2005. The parties further agree that these job descriptions document current practices and that no grievances exist or will be filed regarding the practices outlined in these job descriptions for the time period of June 17, 2005 through November 30, 2010.

1
2
3
4
5
6

**Memorandum of Understanding Regarding
Base Rate Changes Due to Rate Minimum Changes**

During the contract negotiations of this Agreement, the parties have agreed to increase the pay range minimums. Any employee whose base rate is below the new minimum will have their base rate increased to the new minimum for their rate range effective on December 24, 2010.

1
2
3
4
5
6
7
8
9
10
11
12

**Memorandum of Understanding Regarding
Overtime Rotation for Master Mechanic/Master Bonder**

It is the intent of the parties that employees assigned to the newly established Master Mechanic/Master Bonder positions will be afforded the same overtime opportunities as employees classified as Structures Installation Mechanic/Bonder in the overtime group to which they are assigned on a no-loss/no-gain basis and in accordance with Exhibit “F” – Rotational Overtime.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19

Memorandum of Understanding Regarding Attendance Policy

The Company agrees to incorporate the following items in the Company attendance policy for Oklahoma:

1. If an Employee calls in within two (2) hours of the start of the shift and requests the use of accrued ETO, the absence shall not count as an occurrence.
2. If after reporting to work the employee must leave because of an emergency, the employee may use ETO for the absence and if ETO is used, no occurrence shall be counted;
3. If an employee calls in within two (2) hours of the start of an overtime assignment, no occurrence will be counted under the attendance policy, but if a pattern exists, the employee may still be counseled and disciplined regarding his failure to report to work.

1 **Memorandum of Understanding Regarding**
2 **Self-Directed Work Teams**

3
4 The parties have had extensive discussions regarding the importance of self-directed
5 teams in improving quality and responding to competitive pressures. This Memorandum of
6 Understanding describes the process that will be followed in developing a joint program on the
7 development of self-directed work teams, beginning with demonstration pilot groups in Tulsa
8 and McAlester.

9
10 **Definitions**

11
12 **Self-Directed Work Team** - A Self-Directed Work Team is a highly trained group,
13 typically of 6-18 people, who are responsible for turning out finished work and that include a
14 wide-range of cross functional skills, access to information to make decisions, and who plan, set
15 priorities, organize, coordinate, measure and take action to correct a deficient process. The
16 Team's tasks may include solving problems, scheduling and assigning work, and making team
17 staffing recommendations.

18
19 **Pilot Self-Directed Work Team Committee** – The Pilot Self-Directed Work Team
20 Committee is a group of Management and Union Leadership tasked with implementing at least
21 one pilot program in Tulsa and one in McAlester to study the effectiveness of self-directed work
22 teams. The makeup of the Committee shall be agreed to by the Company and the Union. The
23 Committee may call upon subject matter experts to assist in the implementation and review of
24 the pilot projects. The Company will provide such resources as are necessary to fully evaluate
25 these pilot studies.

26
27 **Goals**

28
29 The following goals should direct the development of pilot joint Self-Directed Work
30 Team projects.

- 31
32
 - 33 • Involve employees, their teams and their management in the identification and
34 solution of quality and production problems within the processes they are
35 involved in.
 - 36 • Create a work environment that promotes teamwork, mutual trust and respect,
37 equality, honest and open communications, job satisfaction, job security,
38 innovation, growth, rewards and recognition.
 - 39 • Develop Self-Directed - Self Motivated Teams and Team Members who know
40 their jobs and have the ability to perform their work responsibly and with more
41 authority, with little or no direct supervision.
 - 42 • Plan and implement individual and group employee training, retraining and
43 development opportunities to enhance the dignity and on-the-job skills and
44 abilities of employees which can lead to greater job security and personal
45 development.
 - 46 • Successfully implement Joint Program approaches so that decisions are made at
47 the lowest practical level in order to speed up decision-making processes; also
 resulting in reducing redundant and non-value-added activities and allowing

1 greater time for employees to focus on ways to improve work processes.

- 2 • Use improved work processes not for the purpose of reducing employment, but to
3 grow the businesses and, therefore, enhance job security.

4 **Process for Implementing Pilot Projects**

5
6 The Company and the Union shall establish a Self-Directed Work Team Pilot Committee
7 (“Pilot Committee”) to make recommendations for implementation of pilot projects in Tulsa and
8 McAlester. The responsibilities of the Pilot Committee shall include the following:
9

- 10 • Study the various approaches to Self-Directed Teams and make recommendation
11 regarding an approach.
- 12 • Develop an implementation plan considering the progressive stages or phases of change,
13 including appropriate feedback and measurement tools, in order to improve the
14 implementation of the pilot and wider programs. Consideration will be given to key
15 work roles such as the Process Specialist and Master Mechanic or Master Bonder if in the
16 work area.
- 17 • Select one Structures work group in Tulsa, one Bonder work group in Tulsa, and one
18 Structures work group in McAlester in which to implement a pilot Self-Directed Team
19 project.
- 20 ○ The factors to consider when identifying pilot work groups shall include –
- 21 ■ Are the work processes compatible with self-direction?
- 22 ■ Are the employees willing and able to make self-direction work?
- 23 ■ Can the managers involved handle the hands-off leadership style?
- 24 ■ Is the shop in an expansive mode so that increased productivity can be
25 supported without reducing the workforce?
- 26 • Recommend training for employees and management in the pilot areas to facilitate the
27 implementation of Self-Directed Work Teams.
- 28 • Provide oversight and monitoring of the pilot projects. The goal is that a pilot project
29 will be initiated in Tulsa and McAlester within twelve (12) months of the execution of
30 the collective bargaining agreement.
- 31 • Set measurement criteria and monitor team performance and benchmarks.
- 32 • Facilitate communications between teams.
- 33 • Report to Senior Management and Union Leadership periodically on progress.
- 34 • After the pilot projects have been in place for twelve (12) months, the Pilot Committee
35 will provide a recommendation on wider adoption across the plants to the Local Joint
36 Committee.

37

1
2
3
4
5
6
7
8
9

**Memorandum of Agreement Regarding
Process Specialist**

10
11

The parties have had extensive discussions regarding process improvement and have agreed to designate certain employees as Process Specialist. This Memorandum of Understanding describes the process that will be followed in selecting such individuals and their responsibilities.

12
13
14
15

Definitions

16
17
18
19
20
21

Local Joint Committee (LJC) – the LJC shall consist of four members – two (2) members of Senior Executive Management and the Union President and Bargaining Committee Chair.

22
23
24
25
26
27

Joint Committee on Selection Process (JCSP) – the JCSP shall have four (4) voting members and two (2) appointees to provide support. Two of the voting members shall be appointed by the Company from Senior Management. Two of the voting members shall be appointed by the Union from the Union Bargaining Committee. One support person shall be appointed by the Union and one by the Company from its Human Resources organization.

28
29
30
31
32

Vice President/General Management (VP/GM) – the VP/GM shall be the highest member of management assigned to the Company's Oklahoma operations.

33
34
35
36
37

Senior Local Joint Committee (SLJC) – the SLJC shall be the VP/GM and the Director of the UAW National Aerospace Department.

38
39
40

Responsibilities

41
42
43
44
45
46
47

Vice President/General Manager. The VP/GM shall determine the maximum number and the preferred ratio of Process Specialists to team members.

Local Joint Committee. The LJC shall review the business case for the assignment of a Process Specialist to particular work teams, administer elections to select Process Specialist's, administer a de-selection process, approve training recommendations, and monitor and oversee this process.

Joint Committee on Selection Process. The JCSP's responsibilities include the following:

- Develop a description of the Process Specialist's responsibilities and appropriate training;
- Implement the selection process:
 - Establish the criteria for selection;
 - Provide the description of the Process Specialists responsibilities and required training to the employees in the area being targeted;
 - Collect self-nomination forms from interested employees;
 - Determine the pool of suitable candidates for inclusion on a ballot;

- 1 ▪ If disagreement exists among the JCSP members, the matter will be
2 reviewed by the LJC; if no resolution is reached by the LJC, the matter
3 shall be reviewed by the SLJC.
- 4 ○ Administer an election in the targeted area;
5 ▪ If a tie vote occurs, the senior employee shall be selected.
- 6 ○ Provide Training Recommendations to the LJC for review and approval
7 ▪ Examples of possible training include:
8 • Team Building
9 • Communication
10 • Lean
11 • Interpersonal Skills
12 • Problem Solving
13 • Business Systems
14 • Industrial Engineering 101 (Critical Process Skills Training)
- 15 • If a consensus cannot be reached on a particular matter within the LJC's responsibility,
16 the matter shall be reviewed by the SLJC.

17 **Process Specialist.** The Process Specialist's responsibilities may include the following
18 types of tasks. This list is for illustrative purposes and is not intended to be all inclusive.

- 19
- 20 • Champion Process and Quality Improvement
 - 21 • Facilitate Team Problem Solving
 - 22 • Provide Communication Support for Team Stand-Up Meetings
 - 23 • Support Team Organization of Tasks (such as preparing a Daily Plan of Attack)
 - 24 • Support Team Interface with other Company Organizations
 - 25 • Coordinate with Master Mechanics and Master Bonders on Skill Enhancement
 - 26 Needs
 - 27 • Support Lean Certification
 - 28 • Backfill Vacant Positions

29 **Rate of Pay.** In addition to his or her regular pay, the Process Specialist will be paid an
30 additional \$1.75 per hour.

31 De-Selection

32

33 **Voluntary Removal.** A Process Specialist may petition the LJC to have the Process
34 Specialist responsibilities removed. If approved by the LJC, the employee shall not be eligible
35 for reconsideration for a Process Specialist position for a period of two (2) years.

36

37 **Manager or Team Request.** Either the Manager of the Process Specialist or the
38 supported Team may petition the LJC to remove the Process Specialist. In such circumstances,
39 the LJC shall ask the JCSP to investigate and report its findings to the LJC. Upon review of the
40 JCSP investigation report, the LJC shall determine the appropriate actions, which could include
41 additional training, warning with coaching, removal, or no change in the assignment. If removed
42 from the position due to performance, the Process Specialist shall be disqualified from
43 consideration for a Process Specialist assignment for a period of five (5) years.

44

1 **Requirements Change.** If business requirements change, a manager may petition the
2 LJC to remove Process Specialist support for the team.

3
4 **Transition**

5
6 Team Leader positions shall be discontinued no later than March 4, 2011. The Company
7 and the Union will work closely together through the end of 2010 to implement the Process
8 Specialist position as soon as possible.

9

**Memorandum of Understanding Regarding
Short Term Disability Application**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

The Company has the ability to utilize the Corporate Vocational Rehabilitation Service to facilitate job accommodation evaluations on employees returning to work from medical leave with restrictions when applicable. The service will review the employee's current job description and medical restrictions and if the current job will not allow a reasonable accommodation given the employee's restrictions, the Company will attempt to find an alternative position, if available, until the medical restrictions are released. If the company is not able to accommodate the medical restrictions in an alternative position, a third party doctor will be utilized to evaluate the employee's medical condition and confirm the medical restrictions. The third party doctor will complete the required STD paperwork and resubmit to the STD provider for consideration. If the STD claim is denied, the Company will submit an appeal to the denial on the employee's behalf along with the employee's current job description, a job analysis, and a memo from the Company why accommodation of the medical restrictions is not possible.

**Memorandum of Understanding Regarding
Section 7.1(d)**

1
2
3
4
5
6
7
8
9
10
11

The Company and the Union shall establish a joint committee for the purpose of identifying critical and specialty skills and devise a training plan for each department in order to prevent situations during contingency periods in which only junior employees within the department have the critical or specialty skills. This plan shall be reviewed annually. The committee will also review the lessons- learned from past contingency exercises to ensure that if ever faced with similar challenges the Company and the Union can meet those challenges in the best way possible.

Memorandum of Understanding Regarding Article 17

1
2
3 The Company and the Union desire to work closely together to ensure a safe and
4 environmentally friendly working environment. The Company and the Union will devote
5 significant time towards this goal.
6

7 It is expected that the Union Health and Safety Representative provided for in Section 17.2 will
8 be a full-time position in Tulsa and as needed in McAlester. The Union Health and Safety
9 Representatives will assist the Company in the tasks set out in Sections 17.3 and 17.4.
10 Section 17.7 of the collective bargaining agreement establishes a Company Safety Working
11 Group. The Company and the Union intend to fully utilize this Safety Working Group and are
12 committed to working toward the objective of providing world class safety and health programs.
13 The Safety Working Group will review opportunities for joint safety training and make
14 recommendations for joint training and safety improvements. To initiate this collaborative
15 effort, the Union has agreed to conduct an introductory planning workshop.
16

17 The Company and the Union recognize the danger of having employees work alone and that this
18 danger is increased when moving machinery is involved, or in isolated locations. The Company
19 Safety Working Group shall review procedures associated with employees working alone and
20 shall make recommendations regarding processes and procedures associated with employees
21 working alone.
22
23

**Memorandum of Understanding Regarding
Section 19.6**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

In addition to re-training and re-assignment of any employee whose work has been eliminated as a result of on-site subcontracting, to enable the Union to suggest competitive alternatives which might allow the retention of work within the bargaining unit, the Company will, at least ninety (90) days prior to signing any agreement to subcontract on-site logistics support work being performed by bargaining unit employees, provide notice to the Union that it is exploring plans to subcontract work which would directly result in the displacement of bargaining unit positions. The Company will provide information related to the potential subcontracting other than information it considers to be confidential, proprietary or subject on nondisclosure provisions.

Following notice of specific plans to subcontract on-site logistics work currently performed by the bargaining unit, the parties shall, upon the request of the Union, meet and discuss the impact on the bargaining unit. The Company agrees to consider any proposal the Union might make which would result in a less costly way to retain such work in the bargaining unit. The Union must present any such proposals within sixty (60) calendar days of receipt of the Company's plans.

The parties will in good faith explore all alternatives with the goal of ensuring the least costly approach while preserving jobs. The Company will not impose a plan and will only implement a plan mutually agreed to with the Union.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

EXHIBIT G

LETTERS OF UNDERSTANDING

AGREEMENT STATUS – All parts of this agreement which were not changed by the parties during these negotiations remain a part of this agreement, except as agreed to by the parties.

October 20, 2005

Richard Atwood & Rudy Gomez
International Representative
UAW National Aerospace Department
8000 East Jefferson Avenue
Detroit, MI 48214

Subject: Machinist Bench

Dear Mr. Atwood and Mr. Gomez:

During the 2005 negotiations, the parties agreed to move the duties associated with the former classification of “Machinist-Bench” from the Machine Fabricator Technician (630D) to the Logistics Support Technician (610F). Any employee who, subsequent to June 16, 2005, lost any “previously held” rights to this classification shall have such rights reinstated subject to the terms and conditions of the Seniority article.

Very truly yours,

T. A. Cosgrove
Director
Human Resources

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

October 20, 2005

Richard Atwood & Rudy Gomez
International Representative
UAW National Aerospace Department
8000 East Jefferson Avenue
Detroit, MI 48214

Subject: Job Combination Training

Dear Mr. Atwood and Mr. Gomez:

During the 2005 negotiations, the parties discussed the need to provide training to employees whose former Boeing classifications were combined with other classifications to form new Spirit classifications. In those instances where such combinations occurred involving dissimilar skills, the Company has agreed to provide on-hours skills training within the affected employees' pay level. Thus, employees holding the following classifications will be provided such training:

Logistical Support Technician (610F)
Quality Assurance Technician (620A)

Such training will include only those skills that were part of the prior classifications at the employee's plant and are necessary to perform the duties required of the new classification within that plant.

Very truly yours,

T. A. Cosgrove
Director
Human Resources

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

October 21, 2005

Mr. Rich Atwood
International Representative
UAW National Aerospace Department
8000 East Jefferson Avenue
Detroit, MI 48214

Ref: DNA Testing

Dear Rich:

During the 2005 Negotiations, the Union expressed concern regarding the possibility of DNA Testing of employees. The Company assured the Union it has no intention to engage in such testing.

Sincerely,

Tim A. Cosgrove
Director Human Resources
Spirit AeroSystems
Aerostructures Business Unit

1 Richard Atwood & Rudy Gomez
2 International Representatives
3 UAW National Aerospace Department
4 8000 East Jefferson Avenue
5 Detroit, MI 48214
6

7 Subject: Job Combinations
8

9 Dear Mr. Atwood and Mr. Gomez:
10

11 During the 2005 negotiations, the parties agreed to several new Spirit classifications consisting of
12 former Boeing classifications and a combination of former Boeing classifications. The following table
13 has been constructed for purposes of documenting these changes and combinations:
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

<u>SPIRIT</u>				<u>BOEING</u>			
CLASSIFICATION	JOB CODE	LABOR GRADE	LEVEL	CLASSIFICATION	JOB CODE	TULSA / McAlester	LABOR GRADE
LOGISTICAL SUPPORT TECHNICIAN	610E	U5E	E	PRODUCTION CONTROL (TULSA TOOL CRIB)	719A	T	11
	610F	U6F	F	MACHINIST BENCH PRODUCTION CONTROL (TULSA TOOL CRIB) MATERIAL STOCK CLERK ROTO FINISHER/BURR ER IDENTIFIER UTILITY WORKER PAINT & PROCESS	704A 719A 6130 6150 5540 5190	T T M M M M	2 – 11
TIMEKEEPER	611F	U6F	F	TIMEKEEPER TIMEKEEPER	6533 5310	T M	8
MAINTENANCE MECHANIC	683A	U1A	A	MAINTENANCE MECHANIC MAINTENANCE MECHANIC	711A 4130	T M	5-18
ELECTRICAL SERVICE TECHNICIAN	682A	U1A	A	ELECTRICAL / ELECTRONIC MAINTENANCE	710A	T	14-18

1
2
3
4

EXHIBIT G

LETTERS OF UNDERSTANDING

ENVIRONMENTAL MECHANIC	681A	U1A	A	ENVIRONMENTAL MECHANIC	712A	T	10-16
TEST MECHANIC	680C	U3C	C	ELECTRONIC TEST MECHANIC	5113	T	12
MAINTENANCE UTILITY WORKER	680E	U5E	E	MAINTENANCE UTILITY WORKER	7383	T	3-5
WELDER	684A	U1A	A	WELDER WELDER - PRECISION	705A 5290	T M	16
QUALITY ASSURANCE TECHNICIAN *	620A	U1A	A	INSPECTOR - DETAIL	715A	T	7-17
				INSPECTOR - PROCESSING	716A	T	
				METROLOGY TECHNICIAN - PHYSICAL	717A	T	
				INSPECTOR TOOLING SENIOR	5480	M	
				INSPECTOR SERVICE MECH. - ELECTRONIC INSTRUMENTS Sr.	4630 5020	M M	
MACHINE FABRICATOR TECHNICIAN	630A	U1A	A	MACHINIST MACHINIST SENIOR MACHINIST	702A 4120 5400	T M M	17
	630B	U2B	B	TOOLGRINDER GRINDER CUTTING TOOLS SENIOR	723A 5250	T M	10-16
	630D	U4D	D	SHEET METAL MECHANIC	701A	T	2 - 10
SHEET METAL MECHANIC	631D	U4D	D	SHEET METAL LAYOUT MECH. Sr.	6160	M	10

1

EXHIBIT G

LETTERS OF UNDERSTANDING

COMPOSITES TECHNICIAN **	640A	U1A	A	LABORATORY TECH. MECHANICAL	718A	T	6-17
	640D	U4D	D	METALLIC / NON METALLIC FAB	7773	T	OS-11
HYDROCLAVE OPERATOR				9113	T		
OPERATOR AUTOMATIC TAPE LAYER				2533	T		
AIRCRAFT ASSEMBLER ***	650D	U4D	D	STRUCTURES INSTALLATION MECHANIC	721A	T	10-11
				DRIVEMATIC TYPE MACHINE OPERATOR	4513	T	
				STRUCTURES INSTALLATION MECHANIC	6180	M	
TOOLBUILDER	660A	U1A	A	TOOL BUILDER	707A	T	17
				TEMPLATE LAYOUT	709A	T	
				TOOL MAKER CONVENTIONAL & CND	5180	M	
PROCESSOR	670D	U4D	D	PROCESSOR (PAINTERS)	706A	T	6-11
				Painter PRODUCTION Sr.	5150	M	
	670E	U5E	E	PROCESSOR PAINTER PROCESSOR PRODUCTION	706A	T	
					6140	M	

CARPENTER PAINTER	-	612E	U5E	E	CARPENTER – PAINTER	713A	T	9
N.D.T. TECHNICIAN		690A	U1A	A	NON-DESTRUCTIVE TEST TECHNICIAN	714A	T	16
MATERIAL TRANSPORTATION OPERATOR		613E	U5E	E	TRANSPORTATION OPERATOR TRUCK DRIVER / CRATER PACKER Sr.	720A 4270	T M	9

1
2
3
4
5
6

*** QUALITY ASSURANCE TECHNICIAN renamed: INSPECTOR, 12-19-2010.**
****COMPOSITES TECHNICIAN renamed: BONDER, 12-19-2010.**
*****AIRCRAFT ASSEMBLER renamed: STRUCTURES INSTALLATION
 MECHANIC, 12-19-2010.**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

ACCEPTED AND AGREED TO

December 19, 2010

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

B. KING
President
International UAW

J. SETTLES
Vice President
UAW National Aerospace Department

J. WELLS
Director, Region 5

R. GOMEZ
International Representative
UAW National Aerospace Department

M. BOLLINGER
International Representative
Region 5

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

LOCAL 952 – TULSA

M. COLE
President, Local 952
Spirit Aerostructures Business Unit

G. WILLHITE
Chairperson, Bargaining Committee
Spirit Aerostructures Business Unit

D. BARKER
Vice President, Local 952
Spirit Aerostructures Business Unit

T. HARWOOD
Seniority and Wage Coordinator, Bargaining Committee
Spirit Aerostructures Business Unit

J. COWEN
Vice Chairperson, Bargaining Committee
Spirit Aerostructures Business Unit

R. DOUGLAS II
Bargaining Committeeperson
Spirit Aerostructures Business Unit

LOCAL 1558 – MCALESTER

D. CARRION
President, Local 1558
Spirit Aerostructures Business Unit

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

M. HASKINS
Chairperson, Bargaining Committee
Spirit Aerostructures Business Unit

SPIRIT AEROSYSTEMS, INC.

D. BARTZ
Vice President & General Manager
Spirit Aerostructures Business Unit

K. BARR
Director of Human Resources
Spirit Aerostructures Business Unit

T. POUND
Director, Operations
Spirit Aerostructures Business Unit

T. LANHAM
Site Manager, McAlester
Spirit Aerostructures Business Unit

S. MARNICK
VP Labor Relations and Workforce Strategies
Spirit AeroSystems, Inc.

D. DALTON
Manager, Human Resources
Spirit Aerostructures Business Unit

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

J. BLACK
Senior Manager, Human Resources
Spirit Aerostructures Business Unit

J. CLARK
Director of Human Resources Service Center
Spirit AeroSystems, Inc.

Spirit Hourly Job Descriptions

Bonder

Job Code: 640A Level: U1A

Job Code: 640D Level: U4D

Date: 11-11-2010

Supersedes: 10-28-2005

FLSA: Non - Exempt

Reports to: Manager

Occupational Summary

640A:

Perform fabrication, assembly and testing operations in support of production quality and process control, engineering and scientific testing programs. Layout, fabricate, and adhesive bond parts and assemblies composed of metallic and non-metallic composite materials. Locate and install strain gauges.

640D:

Set up and operate automated machines which perform reciprocating material layup operations in connection with metallic/non-metallic composites fabrication and bonding. Set up and operate heat-pressure autoclaves having hydro-inert gas pressure and temperature systems to cure bonded or resin impregnated assemblies. Layout, fabricate, and adhesive bond parts and assemblies composed of metallic and non-metallic composite materials.

General Responsibilities

1. Move and/or obtain correct parts, materials, and tools, as necessary within the employee's assigned area as directed by management.
2. Use of all precision measuring instruments required to accomplish work assignments.
3. Capable of accessing and navigating electronic systems as required by the position, program, and/or company. Company will provide training as required in a timely manner.
4. Works safely and maintains a safe work environment adhering to established company safety requirements.
5. Train, coach and/or assist fellow employees as requested or required by the company.
6. Maintain and utilize required personal certifications and qualifications as directed by the company to perform job assignments.
7. Ensure equipment and tool certification occurs per procedure.
8. Report job handicaps such as: errors in parts, procedures, tools, sequences, etc.

Representative Duties

Level A:

1. Read and interpret information from planning tickets, job orders, blueprints, scientific manuals, shop manuals, quality manuals, specifications, engineering drawings, sketches and job orders to determine the methods and sequence of operations to fabricate, assemble, and test the

- 1 physical and functional characteristics of a variety of materials and assemblies. Work to both
2 verbal, electronic, and written instructions.
- 3 2. Fabricate and assemble details of various types of laboratory apparatus, test coupons,
4 specimens, assemblies and equipment, by performing such operations as laying up, bonding,
5 cutting, drilling, forming and finishing materials using such equipment as hand tools, drill
6 motors, presses, saws, sanders, grinders and polishing equipment.
- 7 3. Install strain gauges and pressure pickups in established locations. Perform any necessary
8 mathematical calculations.
- 9 4. Set up and operate laboratory test equipment and apparatus and test, monitor and/or measure
10 such items as assemblies, mechanisms, parts and materials to determine their physical and
11 functional characteristics under specified environmental conditions.
- 12 5. Record fabrication and test data and statistics manually or with the aid of a computer or
13 computer-based system.

14

15 **Level D:**

- 16 1. Plan the methods and sequence of operations to fabricate and adhesive bond parts and
17 assemblies composed of metallic and non-metallic composite materials.
- 18 2. Set up automated machines which perform mechanized reciprocating material layup
19 operations in connection with metallic/non-metallic composites fabrication and bonding. Select
20 and load correct program tapes, make appropriate data input into control system, load bulk
21 material to be processed and adjust machine settings and stops in accordance with layup
22 requirements.
- 23 3. Operate automated reciprocating layup machines to perform layup. Maintain correct spacing
24 and directional relationship of tape strips and plies. Adjust heat and/or material application
25 pressure to achieve required adhesion and compression of material during mechanized layup
26 operations.
- 27 4. Layout, cut, mold, form, fit, bond, cure and assemble prototype, first run parts and production
28 assemblies of metallic and non-metallic composites where tooling is incomplete or unproven.
- 29 5. Build up and fabricate assemblies which require hand fitting of a variety of parts to close
30 tolerances where locating and coordinating must be accomplished without the aid of proper
31 tooling.
- 32 6. Drill, counter sink, route counter bore, fill and fit using hand and power equipment.
- 33 7. Set cure cycles, temperatures and pressures to cure bonded and/or resin impregnated
34 assemblies. Hook up thermocouples, vacuum, heat transfer liquid and other connections between
35 platens and the autoclave. Check for vacuum leaks prior to cure operations.
- 36 8. Operate autoclaves, close power doors and set safety locks and actuate controls to start curing
37 cycle. Monitor and adjust instruments, gauges and indicator lights to control and record curing
38 process. Activate auxiliary equipment such as heaters, pumps, coolers and blowers to maintain
39 readings in conformance with specifications.

1 **Spirit Hourly Job Descriptions**

2
3 **Carpenter – Painter**

4
5 Job Code: 612E Level: U5E

6 Date: 11-11-2010

7 Supersedes: 10-28-2005

8 FLSA: Non - Exempt

9 Reports to: Manager

10
11 **Occupational Summary**

12
13 Construct, repair and paint and finish temporary and permanent buildings, additions, partitions,
14 furniture and equipment in support of maintenance operations. Layout, fabricate and assemble
15 shipping cartons, boxes and crates. Load and package equipment, parts, materials and assemblies
16 for shipping.

17
18 **General Responsibilities**

- 19
20 1. Move and/or obtain correct parts, materials, and tools, as necessary within the employee's
21 assignment as directed by management.
22 2. Use of all precision measuring instruments required to accomplish work assignments.
23 3. Capable of accessing and navigating electronic systems as required by the position program,
24 and/or company. Company will provide training as required in a timely manner
25 4. Works safely and maintains a safe work environment adhering to established company safety
26 requirements.
27 5. Train, coach and/or assist fellow employees as requested or required by the company.
28 6. Maintain and utilize required personal certifications and qualifications as directed by the
29 company to perform job assignments.
30 7. Ensure equipment and tool certification occurs per procedure.
31 8. Report job handicaps such as: errors in parts, procedures, tools, sequences, etc.

32
33 **Representative Duties**

- 34
35 1. Read and interpret blueprints, drawings manuals, specifications and job orders to determine
36 material requirements and the methods and sequence of operations to perform maintenance
37 carpentry and painting and/or the fabrication, assembly, packaging and loading of shipping
38 containers.
39 2. Set up and operate hand and power woodworking equipment or tools to perform such
40 operations as drilling, sawing, planning, joining, routing and sanding.
41 3. Assemble parts in accordance with furnished layouts, sketches, jig locations, or by following
42 verbal instructions.
43 4. Build sheds, storage bins, scaffolding, platforms, and floors, shelves, partitions and benches
44 and perform finish carpentry on such items as office doors, windows, wooden furniture and
45 equipment.

- 1 5. Install hardware such as hinges, locks, plates, knobs and casters to wooden items and
2 structures.
- 3 6. Rework and repair office equipment, floors and window blinds, drafting tables, cabinets and
4 other related items.
- 5 7. Fabricate, assemble and finish such office and shop equipment as frames, filing boxes,
6 bookstands, shelves and cardboard and wooden boxes, crates and shipping containers, including
7 those where deviation from standard sizes and shapes may be required.
- 8 8. Hand and spray paint factory and office building, areas, equipment and furniture, rolling stock
9 and equipment. Mix, blend and match paint to proper color and consistency and when necessary
10 set up scaffolding and rigging.
- 11 9. Apply prime and finish coats to office furniture, office interiors, heavy machinery, and power
12 and lift trucks, jigs, holding fixtures and dollies. Hand rub down and mirror finish office
13 furniture.
- 14 10. Hang wallpaper, pictures, mount maps on walls and paint original guidelines that define area
15 limits, walks and roadways.
- 16 11. Block, tie down, brace, pad, and strap or otherwise secure contents in freight carriers, cars or
17 trucks.
- 18 12. Cut and apply stencils and exterior markings.
- 19 13. Record carpentry, painting and crating and packing data and statistics manually or with the
20 aid of a computer or computer-based system.
- 21

1 **Spirit Hourly Job Descriptions**

2
3 **Electrical Services Technician**

4
5 Job Code: 682A Level: U1A

6 Date: 11-11-2010

7 Supersedes: 10-28-2005

8 FLSA Status: Non-exempt

9 Reports to: Manager

10
11 **Occupational Summary**

12
13 Maintain, modify, calibrate and repair various types of industrial electronic controls, systems and
14 measuring or recording instruments and related electrical items associated with production,
15 testing and plant facilities or machinery.

16
17 **General Responsibilities**

18
19 1. Move and/or obtain correct parts, materials, tools, as necessary within Employee's assignment
20 as directed by management.

21 2. Use of precision measuring instruments required to accomplish work assignments.

22 3. Capable of accessing and navigating electronic systems as required by the position, program,
23 and/or company. Company will provide training as required in a timely manner.

24 4. Works safely and maintains a safe work environment adhering to established company safety
25 requirements.

26 5. Train, coach and/or assist fellow employees as requested or required by the company.

27 6. Maintain and utilize required personal certifications and qualifications as directed by the
28 company to perform job assignments.

29 7. Ensure equipment and tool certification occurs per procedure.

30 8. Report job handicaps such as: errors in parts, procedures, tools, sequences, etc

31
32 **Representative Duties**

33
34 1. Read and interpret information from planning documents, work and job orders, schematics,
35 drawings, manuals, specifications and engineering drawings to determine the methods and
36 procedures required for the maintenance, modification, repair and calibration of
37 electrical/electronic items associated with production, testing and plant facilities or machinery.

38 2. Calibrate, adjust, repair, modify and certify electronic instruments, test equipment, production
39 equipment and industrial machinery.

40 3. Test electrical circuits and panels for correct hookup and capacity, using electrical and
41 electronic instruments.

42 4. Diagnose and correct malfunctions by making necessary adjustments, replacements, repairs
43 and modifications of such equipment as actuators, electronic system controls, recorders, machine
44 controls, furnaces, welders, test equipment, fabricating machines, conveyors, compressors, fire
45 alarm systems, refrigerators, electric mobile equipment and related electrical elements of
46 industrial equipment and devices.

- 1 5. Maintain service, repair and install electrical system units and devices by calibrating, adjusting
- 2 and aligning electrical controls, loads, current amplitude and timing. Install wiring, equipment
- 3 and related electronic devices in buildings including power and light distribution systems.
- 4 6. Calculate or compute wire gauges, power and load limits in accordance with state and
- 5 municipal codes using shop mathematics, electrical/electronic theory, shop practices, manuals,
- 6 handbooks, charts and graphs.
- 7 7. Record manufacturing information, data and statistics manually or with the aid of a computer
- 8 or computer-based system.

1 **Spirit Hourly Job Descriptions**

2
3 **Environmental Mechanic**

4
5 Job Code: 681A Level: U1A

6 Date: 11-11-2010

7 Supersedes: 10-28-2005

8 FLSA: Non-exempt

9 Reports to: Manager

10
11 **Occupational Summary**

12
13 Locate details, install, repair, rebuild, assemble and maintain plant plumbing, compressed air,
14 steam systems, air conditioning and/or refrigeration systems, units and accessory equipment.

15
16 **General Responsibilities**

- 17
18 1. Move and/or obtain correct parts, materials, and tools, as necessary within employee's
19 assignment as directed by management.
20 2. Use of precision measuring instruments required to accomplish work assignments.
21 3. Capable of accessing and navigating electronic systems as required by the position, program,
22 and/or company. Company will provide training as required in a timely manner.
23 4. Works safely and maintains a safe work environment adhering to established company safety
24 requirements.
25 5. Train, coach and/or assist fellow employees as requested or required by the company.
26 6. Maintain and utilize required personal certifications and qualifications as directed by the
27 company to perform job assignments.
28 7. Ensure equipment and tool certification occurs per procedure.
29 8. Report job handicaps such as: errors in parts, procedures, tools, sequences, etc

30
31 **Representative Duties**

- 32
33 1. Read and interpret information from blueprints, specifications, manuals, maintenance
34 schedules and job orders to determine material requirements and the methods and sequence of
35 operations required for the maintenance, assembly and repair of plant plumbing, compressed air,
36 steam systems, air conditioning and refrigeration units.
37 2. Make routine, periodic or special inspections and do the repair and maintenance work
38 necessary to prevent breakdowns and overhauls. Locate and install pipe, valves, vents, inlets,
39 outlets, connections, fixtures and equipment.
40 3. Check and adjust air conditioning and refrigeration systems. Charge systems with refrigerant
41 and check system for leaks being guided by shop practice, manufacturer's specifications and/or
42 laws and ordinances. Operate systems and regulate equipment to maintain proper temperatures
43 and humidity
44 4. Install, connect and test sanitary plumbing fixtures. Troubleshoot and repair plumbing
45 breakdowns, such as clogged sewer lines, gas line breakdowns, and seepage contaminated water
46 supply lines.

- 1 5. Plumb and test plumbing of boilers, heat treating and processing equipment, compressed air,
- 2 and fire sprinkler and steam systems.
- 3 6. Record maintenance and repair data and statistics manually or with the aid of a computer or
- 4 computer-based system.

1 **Spirit Hourly Job Descriptions**

2
3 **Inspector**

4
5 Job Code: 620A Level: U1A

6 Date: 11-11-2010

7 Supersedes: 10-28-2005

8 FLSA: Non - Exempt

9 Reports to: Manager

10
11 **Occupational Summary**

12
13 1. Service, calibrate and repair various types of precision optical, mechanical, electromechanical,
14 electro physical, hydro mechanical, pneumatic and vacuum working instruments and tools.

15 2. Inspect first run parts such as castings, forgings, machined parts and assemblies, tooling,
16 purchased parts and materials, jigs, fixtures, dies, patterns, templates and company products in
17 support of manufacturing, shipping, receiving and outside source inspection operations.

18 3. Visually and dimensionally inspect materials, tooling, sheet metal parts, assemblies, extrusions
19 and forgings during and after chemical milling operations, painting, plating, heat treating,
20 anodizing, etching, processing, cleaning and metal bonding. Inspect plastics, bonded
21 metallic/nonmetallic composite parts and assemblies and adhesive bonded assemblies.

22
23 **General Responsibilities**

24
25 1. Move and/or obtain correct parts, materials, and tools, as necessary within the employee's
26 assignment as directed by management..

27 2. Use of all precision measuring instruments required to accomplish work assignments.

28 3. Capable of accessing and navigating electronic systems as required by the position program,
29 and/or company. Company will provide training as required in a timely manner

30 4. Works safely and maintains a safe work environment adhering to established company safety
31 requirements.

32 5. Train, coach and/or assist fellow employees as requested or required by the company.

33 6. Maintain and utilize required personal certifications and qualifications as directed by the
34 company to perform job assignments.

35 7. Ensure equipment and tool certification occurs per procedure.

36 8. Report job handicaps such as: errors in parts, procedures, tools, sequences, etc.

37
38 **Representative Duties**

39
40 1. Read and interpret planning documents, drawings, schematics, manuals, specifications,
41 engineering sketches and job orders to determine the methods and sequence of operations
42 required to service, repair, modify, and calibrate various types of precision optical, mechanical,
43 electromechanical, electro physical, pneumatic, hydro mechanical indicating and recording
44 working instruments.

- 1 2. Service, calibrate, repair, troubleshoot, maintain and modify precision optical, mechanical,
2 electromechanical, electro-physical, hydro mechanical or pneumatic measuring tools, recording
3 and indicating instruments and devices.
- 4 3. Perform precision alignment or dimensional verification using laser interferometry.
- 5 4. Diagnose, locate and correct the cause of malfunctioning measuring instruments.
- 6 5. Record service, repair, modification and calibration data and statistics manually or with the aid
7 of a computer or computer-based system.
- 8 6. Read and interpret drawings, blueprints, planning documents, manuals, specifications, job
9 orders, engineering drawings, sketches and quality control documents to determine the methods
10 and sequence of operations required for the inspection of such items as material, parts,
11 assemblies, dies, templates, sheet metal parts, extrusions and forgings during and after chemical
12 milling operations, painting, processing, heat treating, anodizing, etching, cleaning and metal
13 bonding or the inspection of plastics, bonded metallic/nonmetallic composite parts and
14 assemblies and adhesive bonded assemblies, tooling in support of manufacturing, shipping,
15 receiving, outside source inspection, and processing inspection.
- 16 7. Inspect parts, assemblies, tooling and material on outside supplier's premises, and/or in
17 support of shipping, receiving or machining operations.
- 18 8. Set up parts on surface plates using blocks, parallels, clamps and "V" blocks to position for
19 readings with precision measuring instruments. Inspect ferrous and nonferrous metals, alloys and
20 parts involving numerous, precise and coordinated dimensions, irregular surfaces, compound and
21 reverse contours, surfaces requiring three-plane coordination, such as large skins, tank sections,
22 wing and fuselage frames and air ducts.
- 23 9. Inspect purchased parts, optical materials, hydraulic, and combination units and assemblies,
24 castings, forgings, machined parts and assemblies for adherence to blueprint specifications.
25 Functionally test and adjust mechanical, hydro mechanical, pneumatic, optical and combination
26 units and assemblies, in support of receiving operations.
- 27 10. Determine machine ability of part and the availability of material for additional machining
28 operations. Determine allowable deviations in dimensions and finishes when not shown or a
29 matter of shop practice.
- 30 11. Inspect product assemblies, subassemblies and installations during assembly, installation,
31 mating and functional testing such as tubing, controls, brackets, rigging, hydraulic and
32 electrical/electronic units and accessories,
- 33 12. Inspect the dimensional accuracy of fusion welded and diffusion bonded assemblies
34 composed essentially of machined parts. Visually and physically check material for stress
35 requirements, hardness, soundness and correct penetration and check cutaway samples.
- 36 13. Inspect tooling details, subassemblies, patterns, templates, assembly jigs, tool masters,
37 progressive form dies and completed tools, using optical instruments, light emitting and sensing
38 devices, compound sine and precision measuring instruments, for adherence to tool design and
39 engineering drawings, tooling manuals and inspection procedures. Compute unknown
40 dimensions using trigonometry and plain geometry.
- 41 14. Perform closeout inspection of sheet metal, machined parts, hydro mechanical, pneumatic, or
42 combination assemblies, units and other products.
- 43 15. Inspect parts, assemblies, spares, loose equipment and sales orders for suitability for
44 shipment. Inspect associated processing, packaging, crating and paperwork.

- 1 16. Inspect plumbing, bracketry, fittings, mechanisms and sheet metal structure attached to
- 2 bonded assemblies. Check coordinated holes, trim locations, angles, tapers, and gap tolerances
- 3 and critically located cutouts and pockets.
- 4 17. Inspect metallic and nonmetallic composites and adhesive bonded assemblies using precision
- 5 measuring instruments to check conformance to requirements. Inspect final mating, trim line
- 6 locations and mold lines, interchangeability of components, surface quality, bonding, void and
- 7 defects.
- 8 18. Make optical micrometer checks of material thickness. Make shadow pattern and grid checks
- 9 of formed parts, such as pilot canopies, windshields and astrodomes. Locate small area defects
- 10 such as hollows, pin holes, distortion and poor visibility.
- 11 19. Inspect sheet metal parts and assemblies, extrusions and forgings for conformance to
- 12 configuration and dimensional, requirements during and after chemical milling operations, heat
- 13 treating, anodizing, etching, processing and cleaning using surface plates, vernier height gauges,
- 14 sine bars, precision dial indicators, "V" blocks, vidigages, depth gauges, scopes, micrometers,
- 15 parallels, surface finish comparators, scratch depth indicators and other such precision measuring
- 16 instruments.
- 17 20. Inspect painting of assemblies for prior application of prime and finish coats, lettering and
- 18 markings. Check coating density of adhesive paint; inspect silk screened panel letters and
- 19 markings.
- 20 21. Inspect uniformity and thickness of plating deposition, and long term immersion sequences
- 21 where part rotation, baffle tooling and sequence timing of movement between processes must be
- 22 closely controlled.
- 23 22. Check temperatures and density of processing mixtures and solutions.
- 24 23. Record inspection data and statistics manually or with the aid of a computer or computer-
- 25 based system.
- 26 24. Stamp off or otherwise approve or reject work.

27

28 **McAlester Only**

29

- 30 1. Perform calibration, adjustment, and repair of instruments, tools, chart recorders, and
- 31 temperature controllers associated with ovens, freezers, processing tanks, chemical solutions, and
- 32 heaters.
- 33 2. Maintain chemical inventory for laboratory testing.
- 34 3. Perform daily, weekly, monthly, quarterly, semi-annual and annual audits, pyrometry surveys
- 35 of ovens, calibration of process area gages, freezers, and ovens to assure compliance with
- 36 specifications and standards.
- 37 4. Inspect materials for stress and fatigue. Perform magnetic and fluorescent penetrant inspection
- 38 of material, castings, forgings, and machined parts. Determine machine ability of part and
- 39 availability of material for additional machining operations.

1 **Spirit Hourly Job Descriptions**

2
3 **Maintenance Mechanic**

4
5 Job Code: 683A Level: U1A

6 Date: 11-11-2010

7 Supersedes: 10-28-2005

8 FLSA: Non - Exempt

9 Reports to: Manager

10
11 **Occupational Summary**

12
13 **Tulsa Only:**

14 Inspect, maintain, repair, overhaul, disassemble, assemble, install and dismantle machine tools
15 fabricating machines, welding and processing equipment, material handling installations and
16 equipment or vehicles equipped with internal combustion engines.

17
18 **McAlester Only:**

19 Maintain, install, troubleshoot, repair, and overhaul various types of industrial machinery and
20 equipment, electrical and electronic power and computerized Numerical Control systems, air
21 conditioning, heating, refrigeration, and plumbing systems, high pressure boilers and powered
22 office equipment.

23
24 **General Responsibilities**

- 25
26 1. Move and/or obtain correct parts, materials, and tools, as necessary within the employee's
27 assignment as directed by management.
28 2. Use of all precision measuring instruments required to accomplish work assignments.
29 3. Capable of accessing and navigating electronic systems as required by the position program,
30 and/or company. Company will provide training as required in a timely manner
31 4. Works safely and maintains a safe work environment adhering to established company safety
32 requirements.
33 5. Train, coach and/or assist fellow employees as requested or required by the company.
34 6. Maintain and utilize required personal certifications and qualifications as directed by the
35 company to perform job assignments.
36 7. Ensure equipment and tool certification occurs per procedure.
37 8. Report job handicaps such as: errors in parts, procedures, tools, sequences, etc.

38
39 **Representative Duties**

- 40
41 1. Read and interpret information from drawings, blueprints, specifications, manuals and job
42 orders to determine the methods and sequence of operations required for the inspection,
43 maintenance and overhaul of plant machinery and processing equipment and equipment or
44 vehicles equipped with internal combustion engines.
45 2. Inspect, repair or maintain plant equipment in response to customer requests or in accordance
46 with established maintenance schedules.

- 1 3. Inspect plant industrial machinery, systems and equipment, automobiles and electrical utility
2 systems to determine the need for overhaul, repair and maintenance. Inspect all maintenance
3 work for conformance to applicable specifications and ordinances.
- 4 4. Perform automotive maintenance by repairing, rebuilding or tuning internal combustion
5 engines and performing such other activities as rebuilding brakes, wheel alignments, tune-ups,
6 changing oil and filters, lubricating, bump and straightening bodies, straightening and aligning
7 frames and refinishing repaired areas.
- 8 5. Repair, make major overhauls, service, disassemble and assemble and install such machines as
9 lathes, punch presses, hydro and stretch presses, milling and profiling machines, boring mills,
10 grinders, shapers, saws, magna flux machines, cranes, welding equipment, foundry and heat treat
11 equipment.
- 12 6. Layout fabricate, assemble and install the structural components of such equipment as
13 conveyor systems, processing tanks, table extensions, truck bed extensions, plating, degreasing,
14 anodize and heat treating equipment, ovens, special material handling devices, paint booths, air
15 and exhaust ducting which involve welding, laying out tapers, square to round transitions, offsets
16 and compound fittings, including the construction of small prefabricated buildings. Determine
17 locations for detail parts and anchor points for cable slings by performing various mathematical
18 calculations including right angle triangulation.
- 19 7. Operate hand and power tools, incidental to other operations, to fabricate, hand fit and install
20 fabrication and processing equipment or detail parts such as gussets, braces, platforms, catwalks,
21 ladders, special purpose door hinges, metal fences and gates.
- 22 8. Check all work in progress and finished effort for conformance to specification requirements.
- 23 9. Record maintenance and repair data and statistics manually or with the aid of a computer or
24 computer-bases system.

25

26 **McAlester Only:**

27

- 28 1. As required, operate a chemical waste treatment plant consisting of primary and secondary
29 processes. Collect samples of chemical waste or materials at various stages of treatment for
30 analysis purposes. Perform tests of solutions being treated on a daily basis, record results and
31 make necessary changes to assure system is operating within requirements.
- 32 2. Maintain associated equipment and system. Lubricate moving parts such as pumps, motors
33 and valves. Clear bar screen, clarifier weirs and dosing chamber. Adjust equipment in
34 accordance with the flow of chemical waste. Troubleshoot systems making repairs and
35 adjustments.
- 36 3. Repair, service and rebuild electrically powered office machines, electrical and mechanical
37 computing machines, time clocks and temperature recording instruments.
- 38 4. Install, test, diagnose malfunctions and repair or overhaul industrial machine tools and their
39 electronic control units such as lathes, milling machines, precision grinders, electrical motors and
40 electronic timers and portable tools.
- 41 5. Diagnose malfunctions, determine methods and sequence of repair, replacement or overhaul,
42 following and being guided by trade practice and manufacturer's specifications, on industrial
43 systems and their related equipment such as air conditioning, heating and refrigeration, plumbing
44 and electrical. Service and maintain high pressure boilers.
- 45 6. Make periodic and special inspection of industrial machinery, systems and equipment and
46 perform repair and maintenance work necessary to prevent breakdowns.

1 7. Fabricate, assemble and install various types of industrial equipment such as processing tanks,
2 ovens, conveyor systems, special material handling devices, paint booths, air and exhaust ducting
3 which involve welding, laying out tapers, square to round transitions, offsets and compound
4 fittings.

1 **Spirit Hourly Job Descriptions**

2
3 **Maintenance Utility Worker**

4
5 Job Code: 680E Level: U5E

6 Date: 11-11-2010

7 Supersedes: 10-28-2005

8 FLSA: Non - Exempt

9 Reports to: Manager

10
11 **Occupational Summary**

12
13 Perform varied manual tasks involved in maintenance work. Provide assistance to higher level
14 maintenance personnel. Oil, grease and clean various types of mechanical equipment, electrical
15 motors and machines and the maintenance of sumps.

16
17 **General Responsibilities**

- 18
19 1. Move and/or obtain correct parts, materials, and tools, as necessary within the employee's
20 assignment as directed by management.
21
22 2. Use of all precision measuring instruments required to accomplish work assignments.
23 3. Capable of accessing and navigating electronic systems as required by the position program,
24 and/or company. Company will provide training as required in a timely manner
25 4. Works safely and maintains a safe work environment adhering to established company safety
26 requirements.
27 5. Train, coach and/or assist fellow employees as requested or required by the company.
28 6. Maintain and utilize required personal certifications and qualifications as directed by the
29 company to perform job assignments.
30 7. Ensure equipment and tool certification occurs per procedure.
31 8. Report job handicaps such as: errors in parts, procedures, tools, sequences, etc.

32
33 **Representative Duties**

- 34
35 1. Lubricate various types of mechanical and hydraulic equipment, production machinery and
36 electric motors by oiling, greasing, replacing filters, straining hydraulic oils and replenishing
37 reservoirs. Remove packing lubricants from new machinery and equipment and replace with
38 specified lubricants. Remove, replace and adjust fitting cups and covers at lubrication points.
39 2. Dig trenches, ditches, foundations and other excavations and break up concrete and asphalt
40 pads by using such hand tools as picks, air hammers, crow bars and sledges. Shovel sand, gravel
41 or dirt using various types of hand tools. Move sand, gravel, dirt, concrete or plaster using a
42 wheelbarrow or hod. Mix wet concrete or plaster as required. Load and unload raw materials,
43 parts, assemblies, equipment, salvage, refuse, trash, rubbish and similar waste materials from and
44 to trucks and railroad cars. Move or relocate furniture and cabinets by hand or with a dolly.
45 3. Clean and wash various types of equipment, machinery and parts such as paint booths, racks,
46 cement mixers, sand blast hoppers, pits, cabinets, booths, utility trenches, tanks and large sumps

1 by scraping and digging out waste. Burn or otherwise dispose of waste materials. Prepare
2 surfaces to be painted. Operate incinerators and related equipment. Clean overhead structures
3 using vacuum cleaners and brushes. Replace light bulbs, fuses, and broken windows. Cut holes
4 in walls, floors and ceiling using star drills, chisels and hammers. Light and turn off oil-fired
5 heaters having push button or other simple controls. Dismantle machinery, equipment, forms,
6 scaffolds, sheds and racks. Obtain available materials, parts, equipment and tools and transport to
7 and from the job. Move or load heavy materials, machinery and equipment by hand or using
8 hoists and other moving devices.

1 **Spirit Hourly Job Descriptions**

2
3 **Logistical Support Technician**

4
5 Job Code: 610E Tulsa Level: U5E
6 Job Code: 610F Tulsa / McAlester Level: U6F
7 Date: 11-11-2010
8 Supersedes: 10-28-2005
9 FLSA: Non - Exempt
10 Reports to: Manager

11
12 **Occupational Summary**

13
14 **Tulsa Only - 610E:**

15 Responsible for the overall performance of tool crib functions. Perform clerical and manual
16 duties involved in receiving, issuing and storing tooling, details, assemblies, materials, supplies,
17 hand tools and equipment, precision measuring instrument and gauges, and hand tools used in
18 product and tooling manufacturing and/or plant equipment maintenance.

19
20 **Tulsa - McAlester - 610F:**

21 Perform the manual and clerical duties involved in receiving, storing, coding, stocking,
22 disbursing and shipping material, supplies and equipment. Layout locations and apply
23 identification marks to surfaces using machine, electro-chem etching and/or manual methods.
24 Remove burrs, sharp edges and cracks by use of various hand and power burring equipment and
25 setup and operate roto finish equipment to grind, deburr, descale, polish and hone by wet
26 abrasive process, ferrous and nonferrous machine parts, sheet metal details and extrusions.

27
28 **McAlester Only - 610F:**

29 Prepare load and unload parts in connection with painting and processing operations.

30
31 **General Responsibilities**

- 32
33 1. Move and/or obtain correct parts, materials, tools, assemblies, etc. normally within the
34 employee's assigned area as directed by management.
35 2. Use of all precision measuring instruments required to accomplish work assignments.
36 3. Move all products manually or utilizing necessary transport equipment normally within the
37 employee's assigned area as directed by management.
38 4. Capable of accessing and navigating electronic systems as required by the position program,
39 and/or company. Company will provide training as required in a timely manner
40 5. Works safely and maintains a safe work environment adhering to established company safety
41 requirements.
42 6. Train, coach and/or assist fellow employees as requested or required by the company.
43 7. Maintain and utilize required personal certifications and qualifications as directed by the
44 company to perform job assignments.
45 8. Ensure equipment and tool certification occurs per procedure.
46 9. Complete required data gathering transactions to facilitate manufacturing progression.

1 10. Report job handicaps such as: errors in parts, procedures, tools, sequences, etc.

2
3 **Representative Duties**

4
5 **Tulsa Only -- 610E**

6 I. Receive, store, issue or disburse and store production tools, precision measuring instruments,
7 gauges, rivet guns, spray guns, drills, countersinks, reamers and other such portable hand and
8 power tools, and maintain inventory control,
9 2. Will be in charge of Tool Crib areas and given the responsibility for the satisfactory
10 performance of manual and clerical duties.

11
12 **Tulsa - McAlester -- 610F**

13 I. Read and interpret information from packing sheets, shipping instructions, delivery orders,
14 contract or service orders receiving documents, traffic routing tickets, kit lists, planning
15 documents, internal letters and shop releases to determine requirements for receiving, issuing,
16 and storing tools and tooling, parts, materials, components, wire, assemblies and, non bonding
17 kits.
18 2. Perform clerical and manual duties involved in the receiving, issuing and storing details,
19 assemblies, materials, supplies, tools, tooling and equipment.
20 3. May be required to operate a computer, and embossing equipment, wand scanners, pallet
21 jacks, forklifts, scales and other such equipment and tools in support of areas such as production
22 control, tool cribs, stockrooms, warehouses, shipping and receiving docks and fuel storage.
23 4. Receive, store, issue or disburse details, components, assemblies, materials, supplies and
24 equipment; maintain inventory control, assemble kits and report and trace shortages, missing or
25 lost items, prepare kit shortage lists and perform associated clerical duties. Check items for
26 conformance to specifications and against invoice, find unit costs, reconcile receiving paperwork
27 and assign items to proper bins.
28 5. Devise and utilize proper storage methods to assure economical utilization of facilities, the
29 prevention of damage and personal injury. Set up new or revised files and recording methods to
30 provide adequate accounting of items handled.
31 6. Perform production control or expedite functions necessary to assure scheduled completion
32 and movement of manufactured items, or to prevent and eliminate shortages of parts, materials,
33 tools, equipment and assemblies.
34 7. Coordinate paperwork for appropriate document disposition.
35 8. Maintain status of documents undergoing processing through various areas such as weights
36 and measures, inspection, and packaging.
37 9. Record production control data and statistics manually or with the aid of a computer or
38 computer-based system.
39 10. Identify parts and assemblies by laying out dimensions and locations and applying
40 identification markings.
41 11. Electro-chem etch identification on surfaces by typing stencils and using electro-etching
42 power equipment and chemicals to apply markings.
43 12. Set up and operate numbering machines to duplicate specified identification marks.
44 13. Perform the duties of transporting and emptying the chip dumpster from the Machining area
45 to the recycling area.

1 **Spirit Hourly Job Descriptions**
2 **Machine Fabrication Technician**

3
4 Job Code: 630A Tulsa/McAlester Level: U1A

5 Job Code: 630B Tulsa/McAlester Level: U2B

6 Job Code: 630D Level: U4D

7 Date: 11-11-2010

8 Supersedes: 10-28-2005

9 FLSA: Non - Exempt

10 Reports to: Manager

11
12 **Occupational Summary**

13
14 **630A:**

15 Set up, fabricate, and verify parts by operating conventional and computerized numerical
16 controlled (CNC) machines and mediums or secondary hand and power tool operations such as
17 hand or power feed drill presses, operate duplicating, numerical milling, profiling machines,
18 vertical turret lathes, horizontal and/or jig boring mills, various types of milling machines, radial
19 drill presses, engine lathes and determine and select cutting tools and fixtures for Machining
20 aircraft parts precision grinding machines. Maintain make ready crib.

21
22 **630B:**

23 Set up and operate various types of precision grinding machines to grind and sharpen or form
24 machine cutting tools and gauges. Determine and select cutting tools and fixtures for machining
25 aircraft parts on all types of machine shop machines.

26
27
28 **630D - Tulsa Only:**

29 Layout, fabricate and heat treat detail parts of sheet metal, extruded and tubing raw stock using a
30 variety of fabrication machines and methods.

31
32 **General Responsibilities**

- 33
34 1. Move and/or obtain correct parts, materials, and tools, as necessary within the employee's
35 assigned area.
36 2. Use of all precision measuring instruments required to accomplish work assignments.
37 3. Capable of accessing and navigating electronic systems as required by the position program,
38 and/or company. Company will provide training as required in a timely manner.
39 4. Works safely and maintains a safe work environment adhering to established company safety
40 requirements.
41 5. Train, coach and/or assist fellow employees as requested or required by the company.
42 6. Maintain and utilize required personal certifications and qualifications as directed by the
43 company to perform job assignments.
44 7. Ensure equipment and tool certification occurs per procedure.
45 8. Report job handicaps such as: errors in parts, procedures, tools, sequences, etc.
46

1 **Representative Duties**

2
3 **Tulsa - McAlester -- 630A**

- 4 1. Plan sequences of operations and method of setup including method of holding and aligning
5 work. Determine tooling, speeds, feeds, and depth of drilling; determine dimensions, tolerances,
6 operations to be performed, operational sequences and methods.
- 7 2. Layout, scribe, mark, and locate references lines, center points and center lines using precision
8 measuring instruments to scale and compute angular and linear dimensions, including those
9 which involve complex contours, compound angles, and exacting tolerances, scribing
10 circumferences of holes, and prick-punching intersection of circles and center lines as a guide in
11 positioning cutting tool.
- 12 3. Setup and operate duplicating or numerical controlled milling, drill press or profiling
13 machines in manual and automatic modes to fabricate castings, forgings, and machined parts.
- 14 4. Setup and operate four or more axis numerical controlled milling and profiling machines in
15 manual and automatic modes to proof new or revised numerical control tapes.
- 16 5. Setup and operate vertical turret lathes to machine tooling and experimental parts to exacting
17 tolerances and coordinated dimensions.
- 18 6. Setup and operate horizontal and jig boring mills to perform boring, drilling, milling, blind
19 line boring, facing, reaming and tapping where exacting tolerances and coordinated dimensions
20 are required.
- 21 7. Setup and operate boring mills to perform straight and single angle boring, line boring, counter
22 boring, drilling, reaming, tapping, face and radii milling and profiling.
- 23 8. Setup and operate milling machines to perform work to close tolerances with the aid of all
24 special holding fixtures and attachments. Use rotary tables, dividing or indexing heads, slotting
25 attachments and subheads to perform operations such as milling compound/ multiple/single
26 angles. Radii, slab, and end milling, straddle and gang milling, splines, serrations, keyways,
27 gears, and sprockets.
- 28 9. Setup and operate numerical controlled turret lathes to proof tooling or numerical controlled
29 tape on first run parts, on both tape and manual mode making all types of lathe machining cuts to
30 fabricate first run parts.
- 31 10. Setup and operate radial drill press to drill, bore, ream, face, lap, tap, countersink, spot face,
32 and fly cut to exacting tolerances on non-repetitive tooling, experimental maintenance, or
33 variable production parts.
- 34 11. Improvise and adapt tooling and holding fixtures as necessary. Setup and operate engine
35 lathe to turn, face, bore, drill, groove, ream, chamfer, and tap parts to close tolerance: cut or
36 chase all types of threads by use of taps and dies, cut straight or single lead thread by use of
37 single cutting toll; machine angles and radius. Check parts for correct finish and dimensions
38 using height gages, gauge blocks, micrometers, calipers and protractors, and other precession
39 tools.

40
41 **Tulsa – McAlester - 630B**

- 42 1. Setup and operate grinding machines to grind form, and sharpen machine tool cutters to
43 exacting tolerances. Grind, form and sharpen cutters involving compound angles or multiple
44 setups, such as staggered tooth milling cutters, plain milling cutters, broaches, specially shaped
45 or formed tool bits, circular tools and cutters, single or double angled cutters, straight or tapered
46 reamers, hollow mills, worm thread milling cutters and sprocket. Helical and spiral cutters,

1 milling cutters, end mills, straight tool bits, plain inserted tool cutters, thread hobs, thread
2 chasers, dies, shear blades, rivet sets, precession taps, and plain tool bits.

3

4 **Tulsa Only - 630D**

- 5 1. Read and interpret drawings, manuals, blueprints, Mylar's, shop aids, final part configuration
6 templates, sketches, engineering drawings and job orders to determine the methods and sequence
7 of operations required to layout and fabricate sheet metal and extruded parts, templates and
8 assemblies.
- 9 2. Determine the location of components, cutouts, trim lines, mating points and assembly
10 requirements.
- 11 3. Layout locations for cutouts and hole patterns having coordinated dimensions in different
12 planes, compound and reverse contours or contours with unusual intricacy and variability.
- 13 4. Layout bends and angles where radii and bend deductions must be computed using shop
14 mathematics, including geometry.
- 15 5. Develop through trial and error methods sample flat developments of punch press, hydro press
16 and drop hammer drawn parts.
- 17 6. Use various cutting/forming machines, shop tools, hand tools, shot bags, mallets, portable
18 power tools and equipment to fabricate a variety of sheet metal parts. Set up and operate CNC,
19 breaks, routers, strippit punch machines, rail routers and joggle presses.
- 20 7. Fabricate, trim and drill over press or after-form templates.
- 21 8. Hand form parts involving severe flow of metal on sharp or reverse contours or deep draws.
- 22 9. Fit parts to skeleton forms, wood and plaster patterns or to existing assembly.
- 23 10. Fabricate, rework, repair and/or modify sheet metal parts and templates as required.
- 24 11. Check work in progress and finished product for conformance to configuration, dimension
25 and finish specification requirements using precision measuring instruments.
- 26 12. Record fabrication data and statistics manually or with the aid of a computer or computer-
27 based system.

1 **Spirit Hourly Job Descriptions**

2
3 **Material Transportation Operator**

4
5 Job Code: 613E Level: U5E

6 Date: 11-11-2010

7 Supersedes: 10-28-2005

8 FLSA: Non - Exempt

9 Reports to: Manager

10
11 **Occupational Summary**

12
13 **Tulsa - McAlester:**

14 Operate various types of gasoline, diesel and/or electric power vehicles and trucks, lift trucks,
15 trackless trains, locomotive, field tractors and cranes to transport or move equipment, materials,
16 assemblies, and people between departments and/or areas throughout the plant or operate driven
17 sweepers.

18
19 **McAlester Only:**

20 Layout, fabricate, and assemble shipping cartons, boxes, and crates. load and package
21 equipment, parts, materials, and assemblies for shipping per engineering requirements, work
22 orders, etc. use of all precision measuring instruments required to accomplish work assignments.

23
24 **General Responsibilities**

- 25
26 1. Move products manually or utilizing necessary transport equipment as directed by
27 management.
28 2. Capable of accessing and navigating electronic systems as required by the position, program,
29 and/or company. Company will provide training as required in a timely manner.
30 3. Works safely and maintains a safe work environment adhering to established company safety
31 requirements.
32 4. Train, coach and/or assist fellow employees as requested or required by the company.
33 5. Maintain and utilize required personal certifications and qualifications as directed by the
34 company to perform job assignments.
35 6. Ensure equipment and tool certification occurs per procedure.
36 7. Report job handicaps such as: errors in parts, procedures, tools, sequences, etc.

37
38 **Representative Duties**

39
40 **Tulsa - McAlester:**

- 41 1. Drive various types of single chassis trucks, truck and trailer, truck and semi-trailer or heavy
42 duty three axle trucks and other Company vehicles on public highways making pick ups and
43 deliveries at depots, post offices, freight terminals, vendors, stores and warehouses as dispatched
44 or on regular runs. Haul permit loads as required, (i.e. Hazardous material, oversize loads etc.)
45 2. Operate Company vehicles carrying visitors and employees. Clean aisles, areas or
46 thoroughfares on plant property using various types of power drive sweepers.

- 1 3. Load or assist others in the loading and unloading materials, salvage, parts, assemblies, tooling
2 and equipment on truck and trailers secure load and accessory equipment to prevent loss or
3 damage.
- 4 4. Check equipment such as tires, lights, brakes, fuel, water, and oil supplies. Perform emergency
5 roadside maintenance such as changing tires, or spark plugs, installing light bulbs, fuses or
6 putting on chains.
- 7 5. Rig loads to truck and overhead cab cranes correlating weights with boom lengths and angles
8 for truck cranes, determine proper load balance and positioning. Operate cranes in response to
9 ground signals to lift, move, lower and position airplanes, large product assemblies and heavy
10 machinery, dies, and jigs over areas where skillful operation of controls and constant attention is
11 required to locate and/or position load precisely and to avoid obstructions and prevent costly
12 damage.
- 13 6. Operate power lift trucks to load, position, unload or move items such as test consoles, bulky
14 machinery, machine tools, engines, major assemblies, jigs, fixtures, tooling, dies, parts, crated
15 items, pallets, skids, lumber, raw stock salvage, refuse, obsolete and scrap material. May be
16 required to operate in areas or conditions of limited maneuverability, difficult loading and
17 unloading requirements must be taken to avoid faulty handling and costly damages.
- 18 7. Receive requests for the pickup and delivery or movement of materials, supplies and
19 equipment, determine mobile equipment requirements and dispatch drivers. Receive requests and
20 dispatch drivers and authorize the use of such vehicles as automobiles, buses and station wagons,
21 for the transportation of visitors, company and military personnel.
- 22 8. Assign automobiles to authorized personnel, record vehicle condition, number; time used and
23 mileage driven so that costs of operation can be computed.
- 24 9. Record transportation activities and statistics manually or with the aid of a computer or
25 computer based system.
- 26 10. Perform all the operations involved in the operation of the Locomotive.

27

28 **McAlester Only:**

- 29 1. Read and interpret blueprints, drawings, manuals, specifications, and job orders to determine
30 material requirements and the method and sequence of operations to perform carpentry
31 fabrication, painting, and/or packaging and loading of shipping containers.
- 32 2. Setup and operate hand and power wood working equipment or tools to perform such
33 operations as drilling, sawing, planing, joining, routing, and sanding.
- 34 3. Pack and crate items to be shipped as required.
- 35 4. Cut and apply stenciling as required.
- 36 5. Record Carpentry, painting, crating, and packing data and statistics with the aid of computer.
- 37 6. Fabricate, assemble, and finish hardware in accordance with furnished layouts, sketches, jig
38 locations, or by following verbal instructions.

1 **Spirit Hourly Job Descriptions**

2
3 **NDT Technician**

4
5 Job Code: 690A Level: U1A

6 Date: 11-11-2010

7 Supersedes: 10-28-2005

8 FLSA: Non - Exempt

9 Reports to: Manager

10
11 **Occupational Summary**

12
13 Perform duties associated with the non-destructive testing and inspection of ferrous and non-
14 ferrous raw stock details and brazed assemblies, materials, parts and weldments by analyzing
15 radiographs and using electrical or electronic and magnetic test equipment, fluorescent penetrant,
16 ultra sonic equipment and precision measuring instruments.

17
18 **General Responsibilities**

- 19
20 1. Move and/or obtain correct parts, materials, and tools, as necessary within the employee's
21 assignment as directed by management.
22 2. Use of all precision measuring instruments required to accomplish work assignments.
23 3. Capable of accessing and navigating electronic systems as required by the position, program,
24 and/or company. Company will provide training as required in a timely manner.
25 4. Works safely and maintains a safe work environment adhering to established company safety
26 requirements.
27 5. Train, coach and/or assist fellow employees as requested or required by the company.
28 6. Maintain and utilize required personal certifications and qualifications as directed by the
29 company to perform job assignments.
30 7. Ensure equipment and tool certification occurs per procedure.
31 8. Report job handicaps such as: errors in parts, procedures, tools, sequences, etc.

32
33 **Representative Duties**

- 34
35 1. Read and interpret drawings, manuals, specifications, standards and planning documents to
36 determine the methods and sequence of operations for the inspection of ferrous and non-ferrous
37 parts, materials and weldments.
38 2. Prepare materials, parts and assemblies for inspection.
39 3. Set up and operate ultrasonic equipment for the inspection of the internal structure of ferrous
40 and non-ferrous metal material, interpret test equipment readouts and recordings to determine
41 acceptability.
42 4. Set up and operate surface defect locating equipment, such as fiber-optic bore scopes and rigid
43 rod optics, black light and precision measuring equipment instruments. Perform magnetic or
44 fluorescent and contrast dye penetrant surface inspection, including hidden surface areas.

- 1 5. Analyze, interpret and evaluate radiographs of materials, parts and weldments for compliance
- 2 with required with required specifications and standards and for developing radiographic
- 3 techniques and standards.
- 4 6. Detect and identify defects affecting quality and safety factors such as cracks, inclusions,
- 5 segregation, cavities, undercuts, draws, incomplete fusion and porosity.
- 6 7. Mark location and size of defects detected on the material, parts and assemblies.
- 7 8. Record inspection and test data and statistics manually or with the aid of a computer or
- 8 computer-based system.
- 9 9. Order rejection and rework or stamp off or otherwise accept items.

1 **Spirit Hourly Job Descriptions**

2
3 **Processor**

4
5 Job Code: 670D Level: U4D

6 Job Code: 670E Level: U5E

7 Date: 06-10-2010

8 Supersedes: 10-28-2005

9 FLSA: Non - Exempt

10 Reports to: Manager

11
12 **Occupational Summary**

13
14 Processor is responsible for the preparation, processing, coating application, plating, and parts
15 identification and polishing, along with the repair and minor assembly in the manufacture of
16 company products. Must be capable of consistently performing to established budgets, schedule
17 and quality requirements as defined by the company.

18
19 **670D:**

20 Paint Company products, aircraft or their assemblies and parts.

21 Perform various processing, coating application, plating, and parts identification and polishing,
22 along with the repair and minor assembly in the manufacture of company products. (Tulsa only)

23
24 **670E:**

25 Check sheet metal parts for completeness of operations and apparent suitability for submittal to
26 company inspection. Layout locations and apply identification marks to surfaces using machine,
27 electro-chemical etching and/or manual methods.

28 Make and set up screens and perform screen printings on parts and decals

29 Surface treat ferrous and non-ferrous metals by cleaning, pickling, etching, bonderizing,
30 chromodizing, passivating, Parkerizing, degreasing, and stripping processes.

31
32 **General Responsibilities**

33
34 1. Move and/or obtain correct parts, materials, and tools, as necessary within the employee's
35 assigned area as directed by management.

36 2. Use of all precision measuring instruments required to accomplish work assignments.

37 3. Capable of accessing and navigating electronic systems as required by the position program,
38 and/or company. Company will provide training as required in a timely manner.

39 4. Works safely and maintains a safe work environment adhering to established company safety
40 requirements.

41 5. Train, coach and/or assist fellow employees as requested or required by the company.

42 6. Maintain and utilize required personal certifications and qualifications as directed by the
43 company to perform job assignments.

44 7. Ensure equipment and tool certification occurs per procedure.

45 8. Report job handicaps such as: errors in parts, procedures, tools, sequences, etc.

1 **Representative Duties**

2
3 **670D – Tulsa Only**

- 4 1. Read and interpret blueprints, drawings, specifications, planning documents, sketches,
5 engineering orders, electronic work instructions, charts, and graphs to determine the methods and
6 sequences of operations required to support processing and painting operations.
7 2. Set up and operate chem-mill processing equipment to remove specified amounts of metal
8 from sheet metal parts, and assemblies, extrusions and forgings utilizing etching solution,
9 includes developmental. Experimental, first run and parts with non - symmetrical surfaces, radial
10 tapers, deep draws, or complex contours.
11 3. Set up and operate, adjust, and regulate various types and sizes of ovens and furnaces and
12 quenching tanks to heat treat metal parts made form aluminum, titanium, stainless steel, and
13 other similar metals. Load on racks to minimize warpage and obtain even heat. As necessary
14 operate hand and power moving and lifting equipment to place parts in ovens furnaces, and baths
15 and quench.
16 4. Set up operate processing equipment to anodize and electro plate or clean metal parts and
17 assemblies. Determine sequences of dips and rinses, position parts and electrodes, calculate and
18 adjust immersion times, temperatures, and voltage amperage levels. Check and maintain
19 processing solutions and chemicals in tanks as required.
20 5. Set up and operate various types of paint spraying equipment or dip, roll and brush interior,
21 exterior prime, protective or finish coats on aircraft, automobiles, trucks, trailers, parts and
22 assemblies.
23 6. Thin and mix paints and other surfacing materials.
24 7. Set up and operate robotic spray coating equipment by selecting and loading program tapes,
25 masking material surfaces, mixing blend coating material and controlling spray flow rates,
26 pressures, plume geometry and robot travel speed and pattern.
27 8. Apply finish coats where, difficult access and special care must be taken to avoid runs and
28 inconsistencies of coat thickness, a baked smooth or wrinkle finish is required, assemblies
29 require hand brush work.
30 9. Operate robotic spray coating equipment to apply radar absorptive materials to surfaces,
31 10. Perform rework and touch-up when tests disclose rework necessary.
32 11. Record manufacturing data and statistics manually or with the aid of a computer or
33 computer-based system.
34

35 **670E - Tulsa Only**

- 36 1. Make printing screens; align negatives and process stencils, Dry and remove sheets and touch
37 up as required. Perform screen-printing including multi-color operations and those requiring
38 multiple set ups and precise registration on manufactured parts and decals. Mark stencil and
39 mount decals.
40 2. Remove acid and plating solutions from parts and assemblies by water rinses in spray booths
41 or hosing by hand. Clean parts, including painting and screen processing equipment, by hand
42 washing, spraying, flushing, and rinsing.
43 3. Check correctness of work using surface plates, sine bars, parallels, depth, and height gauges,
44 indicators, and other precision measuring instruments.
45 4. Prepare parts and surfaces, mobile equipment or rolling stock for painting and processing
46 operations by cleaning, sanding, masking, etching, and rubbing surfaces.

- 1 **5.** Sort and group parts with the same processing times and temperatures by wiring parts together
2 or placing together preparatory to Processing procedures. Coat weld assemblies with linseed oil
3 as directed.
- 4 **6.** Load and unload parts from tanks, baskets, racks, and conveyors, or ovens manually or by
5 using hoist.
- 6 **7.** Check paperwork for missing operations and perform a visual check of work for cracks,
7 scratches, rough edges, dents, and other damage. Count and sort parts, layout, locate and apply
8 identification marks to surfaces using machine, electro-chem etching equipment and/or manual
9 methods. Assure completeness of operations and the suitability of parts and assemblies for
10 submittal to company inspection.

11
12 **670D - McAlester Only**

- 13 1. Layout locations and shape of numerals and lettering when stencils are not provided using
14 scales, templates and/or tracing paper.
- 15 2. Apply adhesive paint where density of coating must be held to exacting tolerances and
16 uniformity.
- 17 3. Apply interior and exterior finish coats to major assemblies using a spray gun. Apply finish
18 coats where areas to be painted are of difficult access and special care must be taken to avoid
19 runs and inconsistency of coat thicknesses. Apply finish coats which require a baked smooth or
20 wrinkle finish. Paint items and areas that require the mixing and blending of colors. Finish paint
21 assemblies that require hand brush work.

22
23 **670E: McAlester Only**

- 24 1. Mark stencils and mount decals on instrument panels, name plates, dials, quadrants and gauges
25 using prints or production illustrations as a reference for location.
- 26 2. Set-up and operate automatic conveyors and various types of paint spraying equipment to
27 paint aircraft, assemblies and parts. Thin or mix paints and other surfacing materials when
28 blending of colors is not required. Use agitators and mixers as required.
- 29 3. Apply prime and base color or protective coats to interior or exterior surfaces of major
30 assemblies, completed aircraft, automobile, trucks, and trailers. Finish coat surfaces that have
31 easy access and the possibility of damage is slight. Apply various finishes to template stock.
32 Paint numbering and lettering on aircraft surfaces in established locations by spraying paint
33 through stencils. Glaze airfoil surfaces by applying specified compounds or putty.
- 34 4. Touch up aircraft and aircraft parts by refinishing prime and base coats, coding and other
35 similar marred items using brush or spray gun.
- 36 5. Determine immersion time and temperature when information is not furnished; determine
37 proper sequence of dips and rinses. Plan tank loads for efficient utilization of tanks and rack
38 capacity. Plan proper grouping and positioning of material to assure treatment to specifications.
39 Maintain solution in tanks by making tests and adding solutions as required.
- 40 6. Operate processing equipment to perform processes involving a succession of baths or rinses
41 such as cleaning, pickling, etching, bonderizing, chromodizing, passivating, degreasing, or
42 stripping. Vary immersion time from established process standard to obtain maximum
43 production and to regulate flow of work according to size and nature of load and strength and
44 temperature of solution.

1 **Spirit Hourly Job Descriptions**

2
3 **Sheet Metal Mechanic**

4
5 Job Code: 631D Labor Grade: U4D

6 Date: 11-11-2010

7 Supersedes: 10-28-2005

8 FLSA: Non - Exempt

9 Reports to: Manager

10
11 **Occupational Summary**

12
13 Layout, fabricate and heat treat detail parts of sheet metal, extruded and tubing raw stock using a
14 variety of fabrication machines and methods.

15
16 **General Responsibilities**

- 17
18 1. Move and/or obtain correct parts, materials, and tools, as necessary within the employee's
19 assigned area as directed by management.
20 2. Use of all precision measuring instruments required to accomplish work assignments.
21 3. Capable of accessing and navigating electronic systems as required by the position program,
22 and/or company. Company will provide training as required in a timely manner
23 4. Works safely and maintains a safe work environment adhering to established company safety
24 requirements.
25 5. Train, coach and/or assist fellow employees as requested or required by the company.
26 6. Maintain and utilize required personal certifications and qualifications as directed by the
27 company to perform job assignments.
28 7. Ensure equipment and tool certification occurs per procedure.
29 8. Report job handicaps such as: errors in parts, procedures, tools, sequences, etc.

30
31 **Representative Duties**

- 32
33 1. Read and interpret drawings, manuals, blueprints, mylar's, shop aids, final part configuration
34 templates, sketches, engineering drawings and job orders to determine the methods and sequence
35 of operations required to layout and fabricate sheet metal and extruded parts, templates and
36 assemblies.
37 2. Determine the location of components, cutouts, trim lines, mating points and assembly
38 requirements.
39 3. Layout locations for cutouts and hole patterns having coordinated dimensions in different
40 planes, compound and reverse contours or contours with unusual intricacy and variability.
41 4. Layout bends and angles where radii and bend deductions must be computed using shop
42 mathematics, including geometry.
43 5. Develop through trial and error methods sample flat developments of punch press, hydro press
44 and drop hammer drawn parts.

- 1 6. Use various cutting/forming machines, shop tools, hand tools, shot bags, mallets, portable
- 2 power tools and equipment to fabricate a variety of sheet metal parts. Set up and operate CNC.
- 3 brakes, routers, stripit punch machines, rail routers and joggle presses.
- 4 7. Fabricate, trim and drill over press or after-form templates.
- 5 8. Hand form parts involving severe flow of metal on sharp or reverse contours or deep draws.
- 6 9. Fit parts to skeleton forms, wood and plaster patterns or to existing assembly.
- 7 10. Fabricate, rework, repair and/or modify sheet metal parts and templates as required.
- 8 11. Check work in progress and finished product for conformance to configuration, dimension
- 9 and finish specification requirements using precision measuring instruments.
- 10 12. Record fabrication data and statistics manually or with the aid of a computer or computer
- 11 based system.

1 **Spirit Hourly Job Descriptions**

2
3 **Structures Installation Mechanic**

4
5 Job Code: 650A Level: U1A

6 Job Code: 650D Level: U4D

7 Date: 11-11-2010

8 Supersedes: 10-28-2005

9 FLSA: Non - Exempt

10 Reports to: Manager

11
12 **Occupational Summary**

13
14 **650A:**

15 Assemble, install seal, rig, and complete precision and other structural and system components
16 utilizing computerized numerical controlled (CNC) example: Drivmatic and robotic drills,
17 working from engineering requirements, documents, process specifications, quality control
18 requirements, and established processes and procedures.

19
20 **650D:**

21 Assemble and mate structural parts and assemblies using riveting or portable resistance welding
22 equipment, hand tools, and non CNC Drivmatic type machines. Drill, route, ream, countersink,
23 spot face, and counter bore machined parts, using templates, drill plates, jigs or pilot holes.
24 Install and functionally check Mechanical, hydraulic, and/or pneumatic operating mechanisms
25 and plumbing systems of aircraft, space vehicles, missiles, ground support equipment and
26 electronic chassis structural parts and assemblies.

27
28 **General Responsibilities**

- 29
- 30 1. Move and/or obtain correct parts, materials, and tools, as necessary within the employee's
 - 31 assigned area as directed by management.
 - 32 2. Use of all precision measuring instruments required to accomplish work assignments.
 - 33 3. Capable of accessing and navigating electronic systems as required by the position, program,
 - 34 and/or company. Company will provide training as required in a timely manner.
 - 35 4. Works safely and maintains a safe work environment adhering to established company safety
 - 36 requirements.
 - 37 5. Train, coach and/or assist fellow employees as requested or required by the company.
 - 38 6. Maintain and utilize required personal certifications and qualifications as directed by the
 - 39 company to perform job assignments.
 - 40 7. Ensure equipment and tool certification occurs per procedure.
 - 41 8. Report job handicaps such as: errors in parts, procedures, tools, sequences, etc.
- 42
43
44
45
46

1 **Representative Duties**

2
3
4
5 **Level A**

6 Employee is able to perform all the duties of the Assembler listed in Level D and is proficient in
7 the following:

- 8 1. Fabricate assemblies utilizing computerized numerical controlled (CNC) mediums while
9 simultaneously ensuring product and/or process quality at all levels of the manufacturing
10 operations through monitoring/verification methodologies.
11 2. Determine and adjust as necessary machine feeds, speeds, and work alignment using shop
12 mathematics, charts, graphs, and precession measuring instruments.
13 3. Machine proof new and revised part programs.
14 4. Adjust tool set-ups and make minor machine adjustments to ensure safe operations of the
15 machines.
16 5. Improvise and adapt tooling and holding fixtures as necessary to orient machine tool cutters
17 and machining fixtures.
18 6. Check parts for correct dimensions using height gages, gauge blocks, micrometers, calipers,
19 protractors, and other precession tools.
20

21 **Level D**

- 22 1. Set-up and perform all manual assembly operations, and related machine functions required to
23 accomplish assignments.
24 2. Perform any and all required pickup, rework, fabrication, change incorporations, functional
25 testing or check during or after final assembly and/or assembly progression.
26 3. May be required to perform support functions including, but not limited to polish, burnish,
27 check & straighten, operate equipment supporting assembly processes, fabricate tooling aides
28 and MRB fabrication and repair as determined by the company.
29 4. Set-up non CNC Drivmatic machines by selecting guide templates, aligning part with machine
30 head and ram, installing drills and/or rivets, and setting machining speeds and feeds.
31 5. Operate non CNC Drivmatic machines to drill, countersink, and rivet skins.
32 6. Ensure that tolerances and dimensions requirements are met and maintained by precise hand
33 locating and positioning parts, including those where the sequence and methods of operations
34 change on subsequent assemblies due to such conditions as variance in size, degree or contour of
35 parts and assemblies, or accumulated tolerances. Use precession measuring instruments to check
36 work in progress and finished parts.
37 7. Check work for final fit to other assemblies to ascertain usability of parts and tooling for new
38 assemblies.
39 8. Assemble and mate structural parts and assemblies drilling, route, ream, countersink, spot
40 face, counter bore, and installing fasteners utilizing hand-powered tools.

1 **Spirit Hourly Job Descriptions**

2
3 **Test Mechanic**

4
5 Job Code: 680C Level: U3C

6 Date: 11-11-2010

7 Supersedes: 10-28-2005

8 FLSA: Non - Exempt

9 Reports to: Manager

10
11 **Occupational Summary**

12
13 Functionally test electronic units.

14
15 **General Responsibilities**

16
17 1. Move and/or obtain correct parts, materials, and tools, as necessary within the employee's
18 assigned area as directed by management.

19 2. Use of all precision measuring instruments required to accomplish work assignments.

20 3. Capable of accessing and navigating electronic systems as required by the position, program,
21 and/or company. Company will provide training as required in a timely manner.

22 4. Works safely and maintains a safe work environment adhering to established company safety
23 requirements.

24 5. Train, coach and/or assist fellow employees as requested or required by the company.

25 6. Maintain and utilize required personal certifications and qualifications as directed by the
26 company to perform job assignments.

27 7. Ensure equipment and tool certification occurs per procedure.

28 8. Report job handicaps such as: errors in parts, procedures, tools, sequences, etc.

29
30 **Representative Duties**

31
32 1. Functionally test electronic units, singly or in sequence with other units, using test equipment
33 and such working instruments as frequency and phase meters, oscilloscopes, signal generators
34 and power sources. Run shake and environmental tests concurrently and in conjunction with
35 functional tests when necessary.

36 2. Calibrate, adjust, align and sequence electronic units, equipment, related subunits and
37 electrical and mechanical elements.

38 3. Diagnose, locate and correct malfunctions disclosed by tests.

1 **Spirit Hourly Job Descriptions**

2
3 **Timekeeper**

4
5 Job Code: 611F Level: U6F

6 Date: 11-11-2010

7 Supersedes: 10-28-2005

8 FLSA: Non - Exempt

9 Reports to: Manager

10
11 **Occupational Summary**

12
13 Check automated labor distribution transactions or record accounting information in the
14 electronic time keeping system for adjustment of hours worked and labor and prepare various
15 types of reports.

16
17 **General Responsibilities**

- 18
19 1. Capable of accessing and navigating electronic systems as required by the position, program,
20 and/or company. Company will provide training as required in a timely manner.
21 2. Works safely and maintains a safe work environment adhering to established company safety
22 requirements.
23 3. Train, coach and/or assist fellow employees as requested or required by the company.
24 4. Maintain and utilize required personal certifications and qualifications as directed by the
25 company to perform job assignments.
26 5. Report job handicaps.

27
28 **Representative Duties**

- 29
30 1. Adjust labor distribution charges and verify correctness by checking account data with work
31 authorization. Investigate and resolve such time irregularities as failure to scan or improper
32 scanning. Retrieve and/or prepare detailed reports including but not limited to department
33 enrollment record, lost time report and overhead and variance reports.
34 2. Conduct random checks of automated labor distribution transactions to determine compliance
35 with procedures. Review account numbers and labor distribution for consistency with work
36 authorizations and work being performed. Identify and report erroneous transactions and initiate
37 action to correct errors in accordance with established procedures.
38 3. Conduct random checks of employee attendance recordings to determine compliance with
39 procedures. Verify the presence and identification of scanned-in employees. Check the balance
40 of scanned hours with attendance recordings. Identify and record discrepancies based on the
41 results of the random checks and procedural requirements.

1 **Spirit Hourly Job Descriptions**

2
3 **Tool Builder**

4
5 Job Code: 660A Level: U1A

6 Date: 11-11-2010

7 Supersedes: 10-28-2005

8 FLSA: Non – Exempt

9 Reports to: Manager

10
11 **Occupational Summary**

12
13 Layout, fabricate and assemble jigs, fixtures, tooling masters, mockups, tools and dies for
14 experimental, production, and maintenance parts to exacting tolerances or extremely close
15 dimension using conventional, computer aided and/or the latest technology equipment. Plan,
16 maintain conformity by performing periodicals, Layout and develop master template layouts,
17 templates for aircraft structures, assemblies and parts impinging on mold lines and for related
18 tooling.

19
20 **General Responsibilities**

- 21
22 1. Move and/or obtain correct parts, materials, and tools, as necessary within the employee's
23 assignment as directed by management.
24 2. Use of all precision measuring instruments required to accomplish work assignments.
25 3. Capable of accessing and navigating electronic systems as required by the position, program,
26 and/or company. Company will provide training as required in a timely manner.
27 4. Works safely and maintains a safe work environment adhering to established company safety
28 requirements.
29 5. Train, coach and/or assist fellow employees as requested or required by the company.
30 6. Maintain and utilize required personal certifications and qualifications as directed by the
31 company to perform job assignments.
32 7. Ensure equipment and tool certification occurs per procedure.
33 8. Report job handicaps such as: errors in parts, procedures, tools, sequences, etc.

34
35 **Representative Duties**

- 36
37 1. Read and interpret blueprints, drawings, specifications, planning documents, sketches,
38 engineering orders, electronic work instructions, charts and graphs to determine the methods and
39 sequences of operations required in the layout, fabrication and assembly of metal dies, plastic
40 and plaster tooling, jigs, fixtures, tools and tool masters.
41 2. Set up and operate various machine shop conventional, computer aided machining and/or the
42 latest Technology and measuring equipment for the fabrication and assembly of tools to exacting
43 tolerances. Machine such parts as major assembly jigs, patterns, tool masters, machine fixtures,
44 and dies, which involve closely coordinated locating points, multiple non parallel planes,
45 irregular contours requiring spring back and dimensional calculations and computations of
46 compound angles.

- 1 3. Layout, fabricate and assemble major assembly jigs, fixtures and tooling masters using shop
2 mathematics, algebra, geometry and trigonometry to calculate the location of reference points,
3 compound angles, compound angular or contoured surfaces and coordinated dimensions,
4 including those in multiple non-parallel planes.
- 5 4. Fabricate plastic and plaster tooling masters or mockups by laying out reference systems, trim
6 lines, hole patterns and tool coordination points compound and/or reverse contoured surfaces.
- 7 5. Fabricate and assemble tools and dies such as drill jigs, progressive or compound dies which
8 combine the principles of blanking, piercing, or forming, form dies, deep draw dies, check
9 fixtures and inspection tools.
- 10 6. Fabricate and assemble stretch and hydro press type dies, drop hammer dies and punches and
11 form blocks, including parts having twisted or compound contoured forming surfaces and/or
12 requiring coordination of numerous joggle locations. Grind and finish tool-forming surfaces.
- 13 7. Check work in progress and finished parts for conformance to design, dimensional and
14 tolerance criteria using precision measuring instruments.
- 15 8. Record manufacturing and machining information and data and statistics manually or with the
16 aid of a computer or computer-based system.
- 17 9. Plan the layout of master template layouts, coordinate major mating parts and assemblies and
18 compute and/or develop dimensions and secondary mold lines not shown or given.
- 19 10. Layout and develop master templates and layout for major aircraft parts such as bulk heads
20 fuselage, nacelles, spars, and wings having numerous overlapping and adjoining parts, double
21 contours or which are laid out to two reference systems, and parts requiring triangulation to
22 established dimensions, shrink templates or a series of such templates where layout is necessary
23 to fix relative locations and coordination's.
- 24 11. Rework master template layouts and check blueprints and loft data for discrepancies and
25 interferences and incorporate corrections of master template layouts.
- 26 12. Layout templates for irregularly shaped and complex parts. Make three dimensional
27 projections as required.
- 28 13. Fabricate trim or drill over press or after form templates to exacting tolerances from
29 irregularly shaped or deeply drawn sample parts.
- 30 14. Layout templates for such items as doublers, Irregular shaped brackets, shelves, intercostals,
31 and box structures when simple triangulation or computation to find missing dimensions may be
32 required
- 33 15. Fabricate templates to exacting tolerances where tooling holes, hole patterns, mating points
34 and references lines may be coordinated to master layouts and/or other templates, such as jig
35 templates which may require coordination of tooling holes and mating points, fabricate sets of
36 templates used in the manufacturing of plaster mockups.
- 37 16. Fabricate die, contour and check templates which may require filing to exacting tolerances.
38 Do necessary cutting filing and hand forming.
- 39 17. Cut out complex jig templates and flat pattern, die contour and tooling templates from a
40 master template layout photos where coordination of tool holes, hole patterns, and/or mating
41 points is required. Make check fixtures to finished templates for checking flat production parts.
42 Add prefix numbers, bevel edges and joggle lines to templates.
- 43 18. Perform work operations such as replacing slip fit drill bushings, die shoes, apply
44 preservative for long term storage and color code with paint.
- 45 19. Receive issue and store production jigs, fixtures and dies, templates, plaster and wood
46 patterns, casts and molds and usage items.

1 **Spirit Hourly Job Descriptions**

2
3 **Welder**

4
5 Job Code: 648A Level: U1A

6 Date: 11-11-2010

7 Supersedes: 10-28-2005

8 FLSA: Non - Exempt

9 Reports to: Manager

10
11 **Occupational Summary**

12
13 Weld company products, tooling, industrial structures, machinery and equipment, by certified
14 manual gas, metallic arc, inert gas arc, or electric fusion welding methods

15
16 **General Responsibilities**

- 17
18 1. Move and/or obtain correct parts, materials, and tools, as necessary within the employee's
19 assignment as directed by management.
20 2. Use of all precision measuring instruments required to accomplish work assignments.
21 3. Capable of accessing and navigating electronic systems as required by the position, program,
22 and/or company. Company will provide training as required in a timely manner.
23 4. Works safely and maintains a safe work environment adhering to established company safety
24 requirements.
25 5. Train, coach and/or assist fellow employees as requested or required by the company.
26 6. Maintain and utilize required personal certifications and qualifications as directed by the
27 company to perform job assignments.
28 7. Ensure equipment and tool certification occurs per procedure.
29 8. Report job handicaps such as: errors in parts, procedures, tools, sequences, etc.

30
31 **Representative Duties**

- 32
33 1. Weld on surfaces where the prime concern is human safety factors.
34 2. Layout locations and make own setups for welding as required.
35 3. Weld by certified manual fusion welding a variety of thin material, Dissimilar or reactive
36 metals by utilizing at least two welding processes as a regular assignment.
37 4. Weld in an oxygen free chamber, oven or "hot box", restricted access or distorted vision
38 condition.
39 5. Flame harden and temper tooling utilizing special techniques such as edge hardening and
40 hardening under water
41 6. Weld tooling or related holding devices where the weld must withstand stresses equivalent to
42 those imposed on the parent material, the application of the heat to the surface to be welded is
43 critical, the location of details must be held to exacting tolerances after welding, critical preheat
44 temperatures must be maintained during multi-pass high strength welding on vertical surfaces to
45 avoid distortion and assure a sound weld.

1 7. Weld where maintaining critical alignment tolerances requires improvising tooling and
2 holding fixtures for high pressure vessels or stress, where soundness and penetration of the weld
3 is vital in the construction of parts, assemblies and equipment, welds are subject to critical
4 pressures on live (hot) pipe lines, there are dissimilar melting temperatures of the parent metal at
5 the point of weld.
6