AGREEMENT

Between

LOCKHEED MARTIN Aeronautics Company – Palmdale

and

International Association of Machinists and Aerospace Workers AFL-CIO Aerospace/Defense Industry Related District Lodge 725, IAM

Effective

12 March 2023

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#### PREAMBLE

This Agreement entered into by and between the Lockheed Martin Corporation for its Division, the Lockheed Martin Aeronautics Company, Palmdale, California (hereinafter called "the Company," the term **"Company" as used throughout this Agreement referring only to those plants of the Lockheed Martin** Aeronautics Company, Palmdale **and Helendale**, California defined in California Jurisdictional Clarification Memorandum of Understanding which are the plants covered by this Agreement) and the Aerospace/Defense Industry Related District Lodge 725, IAM and the International Association of Machinists and Aerospace Workers (hereinafter called "the Union"), a nonprofit organization, evidences the desire of the parties hereto to promote and maintain harmonious relations between the Company and its employees, as they are defined in California Jurisdictional Clarification Memorandum of Understanding of this Agreement, and the Union as their representative.

# ARTICLE 1 PERIOD OF AGREEMENT

#### Section 1, Period of Agreement

This Agreement shall become effective on **March 12**, 2023 and shall remain in force until 11:59 p.m. on **March 11**, 2028 and at the end of each year period thereafter, this Agreement shall be renewed automatically for periods of one (1) year unless either party gives written notice of interest to terminate or amend at least seventy-five (75) days prior to the renewal date. The parties agree to commence negotiations within sixty (60) days after the giving of such notice.

# Effective March 12, 2026, the parties shall expressly reaffirm this Agreement for its remaining stated term through March 11, 2028.

Should the Federal Government provide direction to alter the work schedules during the period of this Agreement, the Company shall provide written notice to the Union fifteen (15) calendar days prior to the alteration of work schedules.

Any notice given under this Section shall be deemed to be served when mailed postage prepaid, registered or certified mail, return receipt requested, or electronic message received to the Manager of Labor Relations, Lockheed Martin Aeronautics Company - Palmdale, 1011 Lockheed Way, Palmdale, California 93599 for service upon the Company, and when similarly mailed to the President/Directing Business Representative, Aerospace/Defense Industry Related District Lodge 725, IAM, 39047 10th Street East, Palmdale, California 93550 for service upon the Union. The date of receipt shown on this registered or certified mail return receipt shall be the controlling date for all purposes under this Agreement.

# Section 2, Performance Required

The Company and the Union agree that they will administer this Agreement in accordance with the true intent of its terms and provisions and will give each other fullest cooperation to the end that harmonious relations may be maintained in the interest of both the Company and the Union. It shall be the duty of the Company and its representatives and of the Union and its representatives to comply with and abide by all the provisions of this Agreement.

Either party shall be entitled to require performance of the provisions of this Agreement. Time is of the essence in this Agreement.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

# Section 3, Successors and Assigns

This Agreement shall be binding upon any successor or assignee of all or substantially all of the Company's business or assets, unless prohibited by law or regulation; however, this Agreement is not otherwise assignable without the mutual consent of the parties.

# Section 4, Separability

Should any part or provision contained in this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions of this

Agreement, and shall remain in full force and effect. Should any provision of this Agreement become unlawful or invalid due to conflict with applicable federal, state, or local law, the parties shall meet no later than thirty (30) days upon notification by either party, to negotiate modifications to the affected provision(s) to comply with applicable law.

# ARTICLE 2 UNION RECOGNITION AND SECURITY

Section 1, Recognition and Exclusive Representation

A. Employees Excluded From Bargaining Unit:

Personnel in the Security and Fire Protection organizations employed by the Company to work in the job classifications listed in Supplement "A" shall not be "employees" within this Agreement, except those assigned to the Material Destruction Worker, Fire Prevention Monitor, Identification/Visitor Control Specialist and Locksmith, Senior classifications. This exclusion from the bargaining unit shall not apply to any employee performing a different function or activity within the Company which, subsequent to the effective date of this Agreement, is transferred to the Security and Fire Protection organizations.

B. Salaried Employees Performing Bargaining Unit Work:

It is the intent of the Company that salaried personnel shall not perform bargaining unit work except in the following types of situations:

- 1. Instruction or training of employees within classroom and manufacturing environment settings;
- 2. Emergency conditions where immediate action is required in order to prevent injury to employees or damage to Company or customer property or equipment;
- 3. Circumstances where technical or scientific personnel perform duties that relate to or are a part of the procedures they must follow to accomplish their assignments.

The Company will use its best efforts to ensure that the terms of this provision are understood and applied throughout the Company in keeping with the intent herein.

The Union may request a meeting at a mutually agreeable time with Production Operations Leadership, Labor Relations, the Union Business Representative **and Chief Steward** to review complaints involving repeat violations of this provision.

# Section 2. Negotiations Committees

Under this Section, the Union committee negotiating any modifications or amendments proposed, shall be composed of not to exceed eight (8) Company employees, and additional full-time Union Officials as designated by the Union.

Under this Section, the Company committee shall not exceed eleven (11) members.

# Section 3, Employee Development Agreement

The Company will, in collaboration with the Union, strive to create a partnership with local colleges and various technical institutions, as well as the internal training and development of current employees through the interest bid process, outlined in Article 6.

#### Section 4, Strikes and Lockouts

For the duration of this Agreement, the Union agrees that it shall not cause or engage, nor condone its members to cause or engage in, nor shall any employee covered by this Agreement take part in any strike, picketing, sympathy strike, slowdown or stoppage of work against the Company, and the Company agrees that it shall not cause or engage in any lockout. Either party shall be relieved of this obligation in the event of failure of the other party to comply with an arbitration award made within the authority of this Agreement.

# Section 5, Union Responsibility

The Union agrees with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort, and will not take, authorize or condone any action that interferes with the attainment of such objective.

In the event of a breach by the Union of the provisions of Article 2 Section 4 of this Agreement, the Company may abrogate this entire Agreement. Any action by a Union Steward that is not authorized, concurred in or supported by the Union, will not constitute a breach of this Agreement on the part of the Union for purposes of this paragraph.

#### Section 6, Union Security

- A. Conditions of Employment:
  - 1. An employee in the bargaining unit on the effective date of this Agreement who is a member of the Union shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.
  - 2. An employee in the bargaining unit who is not a member of the Union on the effective date of this Agreement shall be required, as a condition of continued employment, to become a member of the Union on the thirty first (31st) day following the effective date of this Agreement and shall remain a member of the Union to the extent of tendering an initiation/ reinstatement fee where required and the membership dues normally required as a condition of acquiring or retaining membership in the Union for the duration of this Agreement.
  - 3. Employees entering the bargaining unit after the effective date of this Agreement shall be required, as a condition of continued employment, to become and remain members of the Union to the extent of tendering an initiation/reinstatement fee where required and membership dues normally required as a condition of acquiring or retaining membership in the Union for the duration of this Agreement on the thirty first (31st) day following such entry into the bargaining unit.
  - 4. Membership in the Union, when used in this Agreement, is satisfied by the tender either through a check-off authorization or directly to the Union, of uniformly-required initiation or reinstatement fees and monthly dues.
  - 5. Any employee who fails to satisfy the conditions outlined above or fails to continue their membership in good standing, as required by this Agreement, shall be given a 15-calendar day notice of their failure to comply with the above paragraphs with a copy to the Company. If the

condition is not corrected within the specified period of calendar days, the Company will terminate such employee within three (3) working days after receipt of written notice from the Union.

- B. The Company will deduct from the employee's wages and turn over to the Union, the Union membership dues of each employee who individually and voluntarily authorizes the Company in writing to make such deductions. The term "Union membership dues" as used herein shall include Union initiation or reinstatement fees of employees rehired by the Company, with or without seniority, when such employees are reinstated or rejoin the Union. Such deductions shall be made in accordance with the following provisions:
  - 1. Such deductions shall be made only in accordance with instructions upon authorization cards, which shall be in a form mutually agreed to between the Company and the Union. In order to be effective, such authorization cards shall be delivered by the Union to the Payroll Department of the Company. Such authorizations may not be revoked for a period of more than one year from their effective date or beyond the termination date of this Agreement, whichever occurs sooner.
  - 2. Upon receipt of an authorization card signed by the employee, the Company agrees to deduct monthly, in equal installments per pay period, Union dues, in whatever sum is established by the local Union as the regular monthly dues uniformly required as a condition of retaining membership therein upon the receipt of an assignment. The Company also agrees to deduct from the earnings of an employee one (1) Initiating Fee in equal installments per pay period until paid, in whatever amount is authorized by such employee on a properly executed assignment card which is delivered to the Company.
  - 3. Deductions for other Union membership dues, and in the event a deduction for such dues is not made on one or more consecutive regular payroll deduction dates due to lack of earnings or insufficient earnings by the employee, the Company agrees to deduct monthly, in equal installments per pay period, Union dues, in whatever sum is established the local Union.
  - 4. Such payroll deductions shall begin within two weeks subsequent to receipt by the Payroll Department of the Company of the authorization cards provided for in paragraph 1 above.
  - 5. The Company's obligation to make such deductions shall terminate in the event the employee shall cease to be an employee, as defined in Article 2, Section 1 of this Agreement, or upon receipt by the Company of written revocation by the employee of such authorization card.
- C. Both the Union and the Company shall have the right to notify employees of the provisions of this Section.
- D. If a dispute arises in connection with the application of this Section and a settlement is not reached between the Labor Relations Department of the Company and the Union, such dispute shall be referred to arbitration without pursuing intervening steps in the grievance procedure and determined in accordance with the provisions of Article 5, Section 6 (Arbitration) of this Agreement.
- E. Consistent with recognition of the Union as exclusive bargaining agent of employees under this Agreement, the Company on the first day of employment shall give each new employee a copy of this Agreement. In addition, the Business Representative **or designee** may meet with employee(s) for up to 30 minutes during the on-boarding process at a time and location designated by the Company. Any misuse shall result in revocation of this privilege.

F. Company employees may, through use of a signed voluntary authorization approved by the Company, request that there be monthly deductions from their wages for use by the Machinist Non-Partisan Political League. The Company will comply with these requests, forwarding the deductions to the Machinist Non-Partisan Political League, in care of the Union. Employee authorizations will remain in effect for the duration of this Agreement, unless earlier cancelled in writing by the employee. The Union agrees to hold harmless, save and indemnify the Company for any actions it takes hereunder.

## Section 7, Security Regulations

The Union recognizes that the Company has certain obligations in its contracts with the Government pertaining to security, and agrees that nothing contained in this Agreement is intended to place the Company in violation of its security agreements with the Government.

Should the U.S. Air Force, U.S. Navy or other Government Agency advise the Company that any employee in the Union bargaining unit is restricted from work on or access to classified information and material, the Union will not contest the Company's action pursuant to such advice to comply with its security obligations to the Government.

If an employee's clearance is revoked, the Company will attempt to secure a position that does not require a security clearance in another department within the employee's classification or within a position previously held by the employee. If the scope of the work changes in the new position and requires a clearance, the employment status will be re-evaluated.

If a position is unavailable that meets the criteria listed above, the employee will be placed on layoff status and will be placed on the recall list.

If during the seventy-two (72) month recall period, the Government Agency advises the Company that the employee is no longer restricted for work on or access to classified information and material, the employee may be recalled to the same job classification and rate of pay the employee held at the time of the action. It is the sole responsibility of the employee to notify the Company that the employee is no longer restricted for work on or access to classified information and material. After the Company receives the employee's notification, the Company shall, subject to Article 6 (Seniority) reinstate the employee with seniority to the same job classification and rate of pay the employee held at the time such action was taken, when the next open position becomes available. The employee or Union may request, and the Company shall comply with the request, for the Company to assist the employee in an application to the Government Agency for restoration by the Government of lost pay.

Section 8, Nondiscrimination in Employment

Union membership or legitimate Union activity will not jeopardize an employee's standing with the Company or opportunity for advancement.

It is the intent of the Company and the Union to provide employees with a working environment that is free from all forms of discrimination which is or which may become unlawful during the period of this Agreement. To this end, the parties agree to comply with all applicable laws, statutes, and regulations concerning nondiscrimination in employment based upon such factors as age, race, religion, sex, national origin, color, ethnicity, ancestry, sexual orientation, gender identity or expression, marital status, family structure, genetic information, mental or physical disability, medical condition, pregnancy, veteran status, or other category for which statutory protection is provided so long as the essential functions of the job can be performed with or without reasonable accommodation.

# ARTICLE 3 MANAGEMENT RIGHTS

#### Section 1, Right to Manage Plant

The Company has and will retain the right and power to manage the plant and direct the working forces, including the right to hire, discipline, suspend or discharge for just cause, promote, demote and transfer its employees (department and/or shift), subject to the provisions of this Agreement.

## Section 2, Make or Buy and Subcontracting

The Company is primarily engaged in the design, development, production and support of major air systems and products. Programs for such products require widespread subcontracting in the sole determination of the Company including but not limited to decisions to make or buy parts, components, or assemblies, which are crucial to the Company's manufacturing philosophy and customer expectations.

#### A. Make or Buy

While Make or Buy decisions typically number in the thousands, such decisions usually consist of considerations, none of which is more heavily weighted than others nor in and of itself determinative, with respect to:

- best design
- best quality
- best delivery
- lowest cost
- lowest risk
- capacity
- supply base capability

Since the Government is legitimately interested in obtaining our products at the lowest possible cost, they frequently check our costs against other sources. Whenever, in their judgement, our costs may be higher than outside sources, they encourage or direct us to subcontract to obtain a lower price for a given part or component. Additionally, the Company will execute Make or Buy decisions that support the effective and efficient operation of the business.

Make or Buy decisions must be viewed with consideration of the total line of business and Aeronautics Business Area in its entirety. The Company's obligations with respect to sales, schedules, quality, and cost must all be taken into consideration. Frequent changes in both planning and execution are necessary as design and manufacturing problems are encountered and as customer redirection is received. Flexibility and fast reaction are essential.

Make or Buy decisions must comply with public law, government requirements, supply base considerations, or direction from the customer and must be responsive to the government's concern with respect to small business, labor surplus areas, the Company's assessment of an effective and efficient approach to managing its operations, as well as the utilization of government facilities.

In consideration of these Make or Buy decisions, upon request, the Company will meet with the Union to entertain questions regarding Make or Buy decisions made by the Company that effectively and efficiently address the operational dynamics at the Palmdale facility as set forth above.

#### B. Subcontracting:

The hundreds of major maintenance tasks routinely subcontracted each year including, but not limited to such tasks as painting the plant, survey and analysis of utility use, concrete replacement, construction and modification of buildings, replacing of lighting fixtures, etc., are chosen where the Company does not possess the equipment, the capability and the experience to do these jobs internally and economically. Routine maintenance of the Company's working facilities must likewise be done as efficiently and economically as possible to aid in its competitive position. Nothing in this Agreement is intended to alter and/or change this practice.

Maintenance or janitorial tasks other than described above shall be permitted to be subcontracted in the following instances.

- 1. Where peculiar skills or specialized equipment are involved which are not available within the Company.
- 2. Where short-term or peak demand requires additional assistance because of an insufficient number of employees then available possessing the necessary maintenance skills to perform such work operations within the time required.
- 3. Where unusual or one-shot jobs are required, which are not usually performed by the Company.
- 4. Where the volume of work on any job precludes the possibility of completion within scheduled time limits.
- 5. Where it would be at a substantially higher cost, with notice provided to the Union.
- C. The use of outside sources **and TDY of IAM&AW represented employees from other sites** may be used to augment tooling and factory production personnel, subject to the following conditions:
  - 1. Employees will be offered overtime in accordance with the overtime provisions of this Agreement before outside personnel are offered overtime.
  - 2. Employees with recall rights in accordance with the seniority and recall provisions of this Agreement have been recalled to the classification within which the work is to be performed.
  - 3. Employees with promotion rights in accordance with the promotion provisions of this Agreement have been promoted to the classification within which the work is to be performed.
  - 4. Should the Company need to supplement the workforce with TDY after the recall list and bid list for promotions, laterals, and downgrades has been exhausted, Palmdale IAM&AW employees who placed one (1) Employee Preference Transfer request as referenced in Article 6 Section 8, will be availed an opportunity to transfer to the department(s) with the staffing need(s), in order of seniority. Employee preference transfers may only be granted if the employee is transferring between ADP, Fabrication & Tooling, or U-2.

The timing of the transfer is based on program access eligibility. Employee transfer requests will not be granted for a single department, within a specific classification, if the required staffing level is below 85% for the impacted classification within ADP, Fabrication & Tooling, or U-2 at the time of the transfer.

A single department may not lose more than 5% of their employees or one (1) employee per classification per three (3) month period, whichever is greater, due to employee preference transfers outlined in this agreement.

Employee transfer requests will not be granted more than once every 12 months per employee or if an employee has an active work performance discipline on file. The Company reserves the right to limit transfers for any employees granted access to a specific program within the past twelve (12) months.

Requests from employees designated as a lead or on-the-job trainer will be honored per the parameters of this agreement no sooner than sixty (60) days from notification to allow transfer of critical knowledge.

Upon exhaustion of employee preference transfer requests and until program access requirements are obtained for approved preference transfers to specific programs, the Company may utilize Lockheed Martin IAM&AW employees from other sites deployed on TDY, on an interim and temporary basis to support program requirements in Palmdale.

The Company commits to hire full time permanent employees for the programs and departments that are utilizing TDY support. The Company commits to share permissible information regarding transfers and TDY with the Business Representative.

The Parties recognize some information, e.g. security clearance status and program access status is classified and cannot be shared. To ensure transfers are conducted in accordance with the terms of this agreement, the offering of transfers will be administered jointly by the Company, to include Labor Relations, the Union Business Representative and Union Senior Board.

Overtime opportunities will not be affected and will be prioritized for the Palmdale and Helendale site bargaining unit employees. The Palmdale and Helendale bargaining unit has primary rights over the work to be performed, overtime and shift preference. The Company and the Union will continue to follow the terms and conditions of the CBA.

- 5. The Company is unable to hire enough employees to perform the required work.
- 6. The Company has reviewed with the Union the circumstances requiring such action.
- 7. The number of subcontractors will at no time exceed the number of open positions available. The Company agrees to release subcontractors from outside sources as new bargaining unit employees are hired into the affected classifications. It is understood that subcontractors will only be used to fill vacancies on a temporary basis and will not be used to replace a Classification, Department, Work Area or employee(s).
- D. Two (2) years after this Agreement is in effect for the use of subcontractors specified in Sub-Section C, the Union and the Company will form a sub-committee with Production Operations Leadership, Labor Relations, the Chief Steward, and the Business Representative to review the use of subcontractors as outlined in Sub-Section C. Throughout the term of this Agreement, the Union may at any point request a meeting at a mutually agreeable time with the parties stated above to review complaints involving this provision.

- **E.** Upon request, after the Company has exercised its right to subcontract as stated above, the Company shall provide information to the Union **Business Representative** regarding the outsourcing of work with regard to the following: Highway transportation; garage mechanics; and, work performed by the media and graphic arts organization, including graphics, photography, reproduction, and microfilm.
- **F.** The Company shall meet with the Union regarding decisional and effects implications of work performed by the bargaining unit, except as otherwise.

# ARTICLE 4 UNION-COMPANY RELATIONS

#### Section 1, Union Stewards

- A. Eligibility Requirements, Selections and Status of Union Stewards:
  - 1. Each department on each shift shall have at least one (1) Union Steward provided that one (1) to five (5) or more employees are regularly assigned to that department and shift. A Union Steward shall be an employee other than a Lead who is regularly assigned to work in the department and the shift of the employees that the Union Steward represents.
  - 2. The Union shall provide written notice to the Labor Relations Office of the names of certified Union Stewards, including additions and removals as they occur. The Company shall recognize only those Union Stewards who the Union properly notifies the Company regarding their status as Union Steward. Such recognition shall be effective the next day at the beginning of the regular shift, following the date the Labor Relations Office receives written notice in the form of a complete list of Union Stewards from the Union. Employees may vote for Union Steward elections on Company property and during working hours on an as required basis, but not more frequently than once per year. The voting shall be conducted under the rules and regulations agreed to between the parties.
  - 3. The Union may appoint a temporary Steward to represent a group of employees who will be assigned to other than their regular work area for a period in excess of seven (7) calendar days. Such temporary appointment shall be applied to situations where the regular Steward could not effectively serve and shall be made from among the group of employees being reassigned.
  - 4. A Union Steward:
    - a. Shall not be transferred, placed on a new shift, loaned for more than five (5) calendar days, or placed on an odd workweek, except with the consent of the individual Union Steward concerned, provided the Union Steward is competent to perform the work remaining within such Union Steward's classification on the shift in the department.
    - b. May exercise either alternative below in the event the Union Steward becomes surplus as the result of such Steward's classification being eliminated within such Steward's department and shift:
      - (1) Placement in accordance with Article 6, Section 3 (Layoffs); or
      - (2) Placement in the Union Steward's present department and shift in a classification to which such Steward has rights on the basis of such Steward's normal Company seniority under Article 6, Section 3 (Layoffs), providing such classification exists within such Steward's department and shift at that time.
  - 5. Chief Steward

There shall be one (1) Chief Steward during the course of the Agreement and this individual will perform the duties as described below. The Chief Steward shall report to a Palmdale leader to be determined by the Company during their time in the role.

The Chief Steward shall be elected by the Bargaining Unit. If the elected individual leaves the position, a replacement will be appointed pending an election, in accordance with Union protocols. If the position is vacated and the employee remains in active status, they will be placed in their highest previously held classification, seniority permitting, as stated in Article 6 Section 3.

Examples of the Chief Steward's duties include but are not limited to the below:

- a. To represent the Union on grievances in consultation with the local Stewards.
- b. To schedule discussions with Leadership and/or Labor Relations in accordance with the grievance procedure those grievances which may be resolved at the lowest possible level and strive to collaboratively resolve grievances on a non-precedent setting basis in compliance with this Agreement.
- c. The Chief Steward may represent employees in Company investigations and attend Company-Union meetings, employee feedback discussions, and expectation setting discussions upon request.
- d. The Chief Steward may participate in negotiations, arbitrations, and other scheduled meetings pertaining to Company / Union relations.

The Chief Steward will be compensated by the Company for forty (40) hours per week straight time in carrying out their duties as set forth in this Agreement. The Chief Steward's hourly base rate will be the same rate of pay of their current classification at the time of designation. Overtime will only be performed with prior approval from Labor Relations. The Company reserves the right to assign the Chief Steward to work in their current classification per operational requirements. Such assignment is on a temporary basis and the Chief Steward's primary duties shall be representational duties.

When it becomes necessary for the Chief Steward to leave the Plant / Site on Union Business, the servicing Business Representative, or their designee, will contact Labor Relations and the employee's leader, and the Chief Steward will then be given permission to leave the Company premises.

- B. Number of Union Stewards:
  - 1. The number of Union Stewards for each department shall be based upon the department's population of bargaining unit employees on a shift in accordance with the following:

Number of	Union Stewards	
Employees		
1-5	1	
6-74	2	
75-124	3	
125-174	4	
175-224	5	
225-274	6	
275-324	7	

The Union may elect to use stewards across departments for purposes of Union Representation.

2. The Company shall provide the Union a list of all Union Stewards in locations where there are more Union Stewards in a department than provided for in this Article. The Union shall promptly designate the Stewards who are to remain in that capacity provided, however, that if the Company has not received written notification of such designation from the Union within ten (10) calendar days subsequent to the Company's notification, the Union Stewards in the locations where the surplus exists, who have the most seniority, automatically shall retain their seniority status as Union Stewards, and the remaining Union Stewards shall lose their status as Union Stewards.

#### C. Time Off From Work:

- Union Stewards will be permitted to take the necessary time off from work without loss of pay for discussion with their Department Manager or supervisor, including a weekly meeting at a mutually agreeable time with their Department Manager or designee. Union Stewards and Committee Members will be permitted to take additional time off as required for Union business, provided the Union has provided the Labor Relations Manager, or their designee, forty-eight (48) hour notice.
- 2. A Union Steward will be permitted to take necessary time off from work without loss of pay for the following Company-Union business:
  - a. To contact employees who have complaints or grievances at a time mutually agreed upon by the Union Steward and the Department Manager (or their designee).
  - b. For discussion with an authorized Business Representative of the Union on employee complaints or grievances or on matters arising out of the application of this Agreement.
- 3. It is agreed that each Union Steward has assigned work to perform in the plant and that the contacts on Company time, which are provided for in this Section, will be no more frequent and no longer than reasonably **required**, and that the amount of time shall be up to two and one-half (2.5) hours per week **to conduct Union business. This time does not include Company initiated discussions with leaders or Labor Relations, or representation of employees in Company investigations.** Where necessary, the Steward's work schedule or assignment will be adjusted where practical to compensate for the time required under this Section. Union Stewards who find it necessary to leave their immediate work area shall first request permission from their immediate supervisor. Such requests shall not unreasonably be denied.
- D. Union Representation on an Overtime Day:

In the event a group of employees in the same department is required to work on the sixth or seventh day of their workweek or on one of the recognized holidays of this Agreement, the Union Steward may designate one of the employees within that group as an alternate Union Steward by providing notification to the Department Manager. The alternate Union Steward will be permitted to take the necessary time off from work without loss of pay for discussion with the Department Manager of employee complaints or to contact employees who have complaints which are of such emergency nature that they cannot properly await discussion by the regular Union Steward.

It is the intent that the Company give prompt notice to the Union Steward of those employees who will be assigned to work on the sixth or seventh workday or on holidays recognized by this Agreement.

## Section 2, Business Representatives and Union Officials

Business Representatives of the Union and Union Officials shall have access to the Company's plants, or to the departments of the Company's plants to which they are assigned, for the purpose of contacting Union Stewards concerning employee complaints or grievances or matters arising out of the application of this Agreement. Such visits shall be subject to such regulations as may be made from time to time by the Company, the U.S. Army, the U.S. Navy, the U.S. Marine Corps, the U.S. Air Force and/or other governmental agencies. The Company shall not impose regulations which will exclude the Business Representative from the plants or render ineffective the intent of this provision. The Business Representative shall notify the Labor Relations Manager, or their designee, in writing for each visit, of the date, time and purpose of their visit.

A full-time Union official or Business Representative shall not discuss any problem with supervision of any department or with employees (other than Stewards), except on the employee's free time.

# Section 3, Cooperation

The Union and its members agree to report to the Company any acts of sabotage, subversive activities, theft, damage to or taking of any employee's, Company's and/or Government's property or work in process, or materials, or any known threat of sabotage, subversive activities or damage to or taking of such property, and the Union further agrees if any such acts occur to use its best efforts in assisting the Company and the Government to investigate the matter.

# Section 4, Bulletin Boards and Posting Notices

The Company shall furnish bulletin boards to be used for official Union business. The Union shall furnish the Company with appropriate identifying headers for such boards. The Company shall provide space on Company property at locations agreed upon and install and maintain such Union bulletin boards for the posting of the following types of notices:

- A. Union recreational, social and welfare activities;
- B. Union elections;
- C. Union appointments and results of Union elections;
- D. Union meetings;
- E. Other notices as may be mutually agreed upon by the Union and the Company.

The Company may remove such bulletin boards in the event of repeated violation of this Section or for reasons such as alterations in plant facilities, etc., and will inform the Union.

# Section 5, Company-Union Training Committee

The Company-Union Training Committee will meet on a quarterly basis or as required. The committee will consist of three (3) members representing the Company and three (3) members representing the Union. One (1) member from the committee will take minutes.

The committee will review Company staffing needs, determine jobs for which training will be appropriate, establish subcommittees, recommend training programs, review counseling methods, review established upgrading and training efforts, consider placement problems of employees completing training, review funding for training programs, and consider other training matters as may be agreed upon.

An employee satisfactorily completing an external training course which has been approved in writing by the Company prior to the employee beginning such course will be reimbursed by the Company in an amount equal to 100% of the approved tuition fee paid by the employee.

# Section 6, Information Furnished to the Union

The Company shall make the following available to the Union as soon as practicable on a monthly basis:

- A. The number of employees in each occupational classification recognized by this Agreement.
- B. A list of employees in each department, showing each employee's rate of pay, classification, hire date and shifts.
- C. Upon hiring an employee, the Company shall email the Union within 24 hours of the commencement of employment. Should the Union office not respond within three (3) calendar days, the Company will mail a copy of the hiring notice to the Union office at 39047 10th Street East, Palmdale, California 93550.
- D. On a General Layoff, the Company will furnish the following:
  - 1. At the time of the application of the General Layoff, a copy of the seniority roster used by the Company in applying such General Layoff; such seniority roster will list employees in order of their seniority;
  - 2. Seniority roster by classification of all laid-off employees as of a date immediately after the application of the General Layoff;
  - 3. As is practical prior to the date of the layoff, the anticipated date, the approximate size and the probable occupations affected. Such information will only be furnished when it is reasonably certain that a surplus in a department or departments will result in a layoff.
- E. The Company will furnish the Union a periodic report showing all open employee requisitions by classification.
- F. The Company will notify the Union of the name, seniority date, classification and department of a salaried employee returned to the bargaining unit within seven (7) calendar days.
- G. The Company will furnish the Union with a report of employees by classification on recall status.

## Section 7, Quarterly Meetings

At the request of either party, quarterly meetings between Union and Company management will be held to discuss matters of mutual concern.

# ARTICLE 5 GRIEVANCE PROCEDURE AND ARBITRATION

Section 1, Oral Complaints/Initial Grievance

Oral complaints/initial grievance should first be discussed with the department supervisor in an attempt to resolve at the lowest level possible. This may be accomplished with or without the steward. Under no circumstance shall a grievance resolution supplant any portion of this Agreement and will be resolved on a non-precedent setting basis. If the issue is not resolved within fifteen (15) calendar days, the issue may be reduced to a written grievance.

Section 2, Definition of Terms and General Conditions

The term "grievance" as it is used throughout this Agreement, except for the term "Union grievance" in Section 4 of this Article, **or which is settled orally**, shall mean a written claim by an employee that the Company has violated a specific provision of this Agreement, which, denies a right given to the employee under a specific provision of this Agreement. The written claim should state the specific provision of this Agreement claimed to have been violated. The grievance shall be on a form to be mutually agreed upon by the Union and the Company. The grievance form shall be dated and signed by the employee and shall set forth a complete statement of the grievance, the facts on which it is based, the time of their occurrence and the remedy or correction desired. **The Company and the Union will strive to create a method of grievance filing and thus agree to meet and confer on any change in grievance delivery.** 

An employee grievance arising out of the application of job descriptions is defined as a written claim by an employee that a job classification, other than such employee's assigned job classification, is more appropriate for the work that the employee performs in accomplishing regularly assigned duties. If the grievance involves a job classification matter, the employee is required to submit a written statement of the specific duties on which the complaint or grievance is based, and without such written statement the grievance is considered unsuitable for processing to Step 2. Failure to provide such written statement will result in the grievance being returned to the grievant until such information is provided, but not to exceed fifteen (15) calendar days (excluding Holidays as referenced in Article 10 of this Agreement) from the date returned to the Union Steward, at which time the grievance shall be placed in a closed status.

The Company shall not discuss a grievance filed by an employee unless the employee's Union Steward or alternate Union Steward has been notified and is present. Failure of the Union to proceed within any time limit in the procedure shall result in the grievance being waived and closed.

Failure of the Company to act within the time limit set forth in any step shall entitle the Union to proceed to the next step. The Company and the Union may mutually agree, in writing, to extend the time limits.

If a retroactive adjustment is involved in an employee's grievance based upon a change in the employee's job classification, the retroactivity shall not exceed twelve (12) calendar days prior to the date the employee's written grievance was presented to the Department Manager. The Company and the Union may mutually agree to extend this timeframe.

Any pay or benefit remedy in the adjustment of a grievance in any step of the Grievance procedure, including Arbitration, will be less any mandatory taxes, wages or benefits that the employee may have received in the intervening period and will not exceed twenty-four months from the date of the alleged contract violation.

#### Section 3, Method of Handling Grievances

An employee or their Union Steward may first present a grievance to the employee's Department Manager or designee.

- A. The procedure on employee grievances, except on grievances arising out of termination, layoff and recall as defined in Article 5, Section 3, subsection B, shall be as follows:
  - Step 1. The employee's Union Steward shall deliver such grievance to the Department Manager within fifteen (15) calendar days after the alleged violation occurred.

The Company will, upon request from a Union Steward to such Steward's Department Manager, make available to such Steward relevant information concerning a complaint or grievance.

Within ten (10) calendar days, the Department Manager or designee shall arrange and conduct a meeting with the Union Steward. Within seven (7) calendar days after the meeting with the Union Steward, the Department Manager or designee shall deliver an answer in writing to the Union Steward. If a settlement has not been reached the Union, may proceed in accordance with Step 2.

- Step 2. Within seven (7) calendar days after receipt of the Company's Step 1 answer, the Union shall deliver a copy of the written grievance to the Labor Relations Office. A representative of the Union and the Labor Relations Office shall meet within ten (10) calendar days after receipt of such grievance. The Labor Relations Office shall deliver to the Union written answer within seven (7) calendar days following the Step 2 meeting. If a settlement has not been reached the Union, may proceed in accordance with Step 3.
- Step 3. Within seven (7) calendar days after receipt of the Company's Step 2 answer, the Union shall deliver to the Labor Relations Office written notice that it desires to present the grievance to the Grievance Committee hearing. Within twenty-one (21) calendar days after receipt by the Labor Relations Office of the written notice, the Union shall initiate a grievance hearing by the Grievance Committee. Labor Relations shall deliver to the Union a written answer seven (7) calendar days following the hearing, unless extended by mutual agreement. Should the Committee fail to settle the grievance, either party may proceed in accordance with Section 6 of this Article.
- B. The procedure on grievances arising out of termination, layoff or rehiring shall be as follows:

The Union shall have ten (10) calendar days after the termination, layoff or recall complained of, to file in Step 2 and deliver a copy of the written grievance to the Labor Relations Office.

C. Unless explicitly stated otherwise, all grievance settlements (excluding arbitration awards) are nonprecedent setting, shall be settled without prejudice to the position of either party and shall not be referable or considered for any purpose other than to enforce the provisions of the specific settlement.

#### Section 4, Union Grievances

A Union grievance is defined as any written grievance which the Union may have with respect to the application or interpretation of any of the terms or provisions of Article 2 (except Section 1), Article 4, Article 7, Section 1, sub-paragraph F and sub-paragraph G of Article 11, and Section 1 of Article 12

(including the Supplement entitled "Joint Statement of Policy for Application of Job Descriptions" where its interpretation is involved with the application of a job description which is the subject of a Union grievance) of this Agreement.

Within fifteen (15) calendar days after the alleged violation, the Union shall deliver a letter to the Manager of Labor Relations, which will certify the grievance directly to Step 2.

The Company and the Union may mutually agree to extend the time limits in a particular case.

After receipt by the Labor Relations Office of such Union grievance, the same time limits and conditions shall apply as do to an employee grievance at Step 2.

#### Section 5, Grievance Committee

The Grievance Committee shall consist of representatives of the Union and the Company. The representatives of the Union shall consist of **four (4)** employees of the Company, including the **Chief Steward** and Union **Business Representative(s)**. The representatives of the Company shall consist of **no more than an equal number of management personnel**. This Grievance Committee, by mutual agreement, may establish subcommittees on a permanent or temporary basis.

The Grievance Committee shall review and attempt to settle all grievances which shall remain unsettled after the procedure in Sections 3 and 4 of this Article has been followed.

The decisions of the Grievance Committee shall be considered as final if a majority of the Union representatives and a majority of the Company representatives, **and the Union Business Representative** concurs.

A meeting of this committee may be called by the Union or the Company to be held at a mutually agreeable date. Such meeting shall have at least five (5) calendar days' written notice (email is acceptable, upon verified receipt) and shall be held within nine (9) calendar days from receipt of such notice. Such notice shall specify the matters desired to be discussed at the meeting.

#### Section 6, Arbitration

- A. Any grievance which has not been settled pursuant to Sections 2, 3, 4 and 5 of this Article and which involves the interpretation or application of this Agreement may be referred to arbitration. Unless the party seeking to have the grievance referred to arbitration has delivered to the other written notice to that effect within nine (9) calendar days after the Grievance Committee has rendered its decision, such grievance shall be deemed to be waived. Unless the party giving such notice of referral to arbitration proceeds to arbitration of such grievance within a period of sixteen (16) calendar days from the date of giving such written notice, such party shall be deemed to have waived its position on such grievance. Any grievance certified to arbitration which is not arbitrated within one (1) year of the date the grievance is certified in writing to Arbitration will be considered closed and is ineligible for arbitration consideration unless extended by written mutual agreement between the parties.
- B. Upon a grievance being certified to arbitration, a request will be made by both parties to the Federal Mediation and Conciliation Service for a list of fifteen (15) arbitrators. If one is not mutually agreed upon, the parties then shall strike alternately until one name remains on the list. The first party to strike shall be selected with a coin toss. The arbitrator selected shall be requested by the parties to hear and render a decision on the case.

- C. The parties shall execute a submission agreement. If the parties fail to agree upon a joint submission, each party shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard, provided that said issue or issues are arbitrable in accordance with this Section. The joint or the separate submission shall state the issue or issues and the specific clause or clauses of this Agreement, which the arbitrator is to interpret or apply. Decision on the issue or issues to be heard shall be made by the arbitrator before either party may proceed with the merits of the case.
- D. The arbitrator shall have the authority to interpret and apply the provisions of this Agreement, including the authority to determine under Article 12, Section 1, subsection A, a basic rate of pay for a modified or newly established job. The arbitrator shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this Agreement.

There shall be no stoppage of work on account of any controversy that may be made the subject of arbitration, and the decision of the arbitrator shall be final and binding on the Company, the Union and the employee.

E. The arbitrator shall be paid by both of the parties. The compensation and expenses of the arbitrator and the arbitration shall be divided equally provided, however, that each party shall bear the expense in respect to its own witnesses and that the cost of any report or transcript shall be divided equally only if furnished by mutual consent. Each party shall pay one-half of the aggrieved employee's time lost from work for appearance at the arbitration proceedings.

# ARTICLE 6 SENIORITY

# Section 1, Establishment of Seniority

Employees are considered probationary employees for a period of **ninety (90)** calendar days after an employee starts to work. The Company may extend an additional thirty (30) calendar days upon written notice within the ninety calendar days period. An employee's probationary period will be extended for the equivalent duration of any time that an employee is placed on inactive status due to an investigation, awaiting clearance or access, or on a leave of absence during the probationary period. The employee shall acquire seniority rights and the employee's seniority shall be retroactive to their start date. It is at the sole discretion of the Company to move or retain employees during their probationary period and there shall be no requirement for the Company to return probationary employees to the active payroll for any reason. On matters other than discharge or layoff, such employee shall be entitled to the same representation as other employees.

A classification shall be considered to have been "previously held" only when it shows on Company records that the employee has been classified and worked in the classification for a minimum of thirty-eight (38) calendar days. This period shall be extended for the equivalent duration of any time that an employee is placed on inactive status due to an investigation or an authorized leave of absence.

# Section 2, Basis for Seniority

Seniority shall be the relative status of employees in respect to length of service with the Company, subject to the following qualifications:

A. Return From A Salaried Position:

An employee who has acquired Seniority as defined in this Article will continue to accumulate Seniority after transferring to a salaried position as follows:

- Employees transferred prior to July 1, 1958 shall continue to accumulate seniority while in the salaried position.
- Employees transferred prior to January 1, 2006 shall continue to accumulate seniority and, in the case of placement in a classification covered by this agreement, such seniority shall apply.
- Employees transferred on or after January 1, 2006 shall not continue to accumulate seniority but will retain the seniority previously accumulated while holding an occupation covered by this Agreement.
- Employees transferred on or after March 3, 2014, who remain in a salaried position longer than one (1) calendar year, shall lose all previously accumulated seniority.

In the event that an employee's seniority will not permit them to hold an available job classification under this provision, the employee will be laid off and they will have recall rights as set forth in this Agreement.

A salaried employee being returned to the bargaining unit may be considered for placement in a Lead opening, together with employees covered by the provisions of subsection A and subject to the standards set forth in Section 7, of this Article, provided such employee has been assigned to the department for at least 30 days.

If such salaried employee has been laid off, the employee's right to placement in a classification covered by this Agreement shall be subject to the same provisions as are set forth in Section 6 of this Article.

B. Transfers from Hourly Classifications in Other Bargaining Units:

An employee hired within an hourly classification, which at the time of hire was represented by another bargaining agent for Company employees, who transferred into a classification covered by this Agreement shall have seniority from the date of such transfer, except that seniority of such an employee shall be from the date of original hire or rehire in cases where the Agreement between the Company and such other bargaining agent contains, at the time of the effective date of this Agreement and at the time of such transfer, a like provision dating seniority from the date of original hire or rehire for employees covered by this Agreement who transferred into a classification covered by the Agreement of such other bargaining agent.

An employee hired within an hourly classification not represented by a bargaining agent who transferred into a classification covered by this Agreement shall have seniority from the date of original hire or rehire by the Company.

C. Accumulation of Seniority of Employees Transferred Out of the Bargaining Unit:

An employee transferred from a classification covered by this Agreement to an hourly classification represented by another bargaining agent for Company employees shall continue to accumulate seniority and, in case of placement in a classification covered by this Agreement, such seniority shall apply, provided the Agreement between the Company and such other bargaining agent contains, at the time of the effective date of this Agreement and at the time of such placement, a like provision dating seniority from the date of original hire or rehire for employees covered by this Agreement who transferred into a classification covered by the Agreement of such other bargaining agent.

An employee transferred from a classification covered by this Agreement to a non-bargaining unit hourly classification shall continue to accumulate seniority and, in case of placement in a classification covered by this Agreement, such seniority shall apply.

Such other bargaining unit employee or non-bargaining unit hourly employee covered by this subsection D shall not be placed in a classification covered by this Agreement, unless such employee possesses greater seniority than the employee being displaced or the most-senior qualified employee on the recall list for such classification where ability, skill and efficiency are substantially equal.

D. Part-Time Employees:

A part-time employee shall be entitled to credit for length of service in the same proportion that time regularly worked by such part-time employee bears to the time regularly worked by a full-time employee.

E. Rehires:

An employee who voluntarily terminates or is laid off after having accumulated two or more years of seniority at any plant or subsidiary of Lockheed Martin Corporation, shall receive the following benefits:

- 1. Such employee shall be entitled to group insurance coverage without serving a waiting period;
- 2. Such employee shall be eligible for participation in the Savings Plan without serving a waiting period.
- F. Rehires From Other Plants Divisions or Subsidiaries:

An employee who is hired by the Company and begins work at the Company within a period of 30 calendar days, beginning with the next day following the day said employee was terminated from employment at a plant of a subsidiary corporation of Lockheed Martin Corporation or a plant of Lockheed Martin Corporation not covered by this Agreement, and is not entitled to seniority pursuant to the above paragraphs of Section 2 of this Article, or begins work at the Company during the period such employee is eligible for recall in the event such employee was laid off by such subsidiary corporation or by another division of Lockheed Martin Corporation and has maintained recall rights, shall acquire seniority on the same basis as a newly-hired employee, except that such employee's years of seniority for the purpose of determining the length of vacation with pay (and not for determining "vacation eligibility date") to which said employee shall be entitled under Section 2 of this Article and for the purpose of determining such employee's eligibility for additional group life insurance as provided by the Lockheed Martin Group Insurance Plan, shall be determined on the basis of the seniority date such employee had at the time of termination or layoff at such subsidiary corporation or plant.

#### Section 3, Layoffs

- A. General Layoff Procedure:
  - 1. Probationary employees as defined in Section 1 of this Article in a department in the affected job classification do not have regression rights. Probationary employees shall be laid off first with recall rights, without access to the grievance procedures. An employee laid off during their probationary period will re-start their probationary period on their date of recall.
  - 2. In the event of a reduction in force, employees having **ninety (90)** calendar days or more seniority, **unless extended**, shall be placed in the highest-rated "previously held" job classification within the bargaining unit, provided such job classification is not in a higher labor grade. Such employees shall displace the least-senior employees, if applicable. An employee may elect a layoff instead of a reclassification to a lower-rated job by providing the Company written notification up to five (5) calendar days prior to the reduction in force effective date.
    - A. An employee on field duty assignment with 90 calendar days or less remaining on the assignment shall not be immediately impacted by a reduction-in-force but will be subject to the general layoff procedure immediately upon their return.
  - 3. The Company shall endeavor to provide an employee and their Union Steward five (5) calendar days advance notice of layoff. It is understood that the size and timing of the surplus may have an impact on the amount of advance notice that can be given.

- 4. The Company shall have five (5) calendar days in which to correct, without liability, any layoff out of seniority.
- B. Temporary Layoff Procedure:

Temporary layoffs may be made for periods of not exceeding twenty-five (25) calendar days regardless of the reason for such layoff. Extensions of this time period may be made by mutual agreement between the Company and the Union in unusual circumstances. Such layoffs shall be **determined by the Company, based on operational requirements during the temporary layoff period** made in order of Company-wide seniority **within this agreement** applied by classification within the particular unit of organization, work unit or project affected, where ability, skill and efficiency are substantially equal.

C. Voluntary Layoff

An employee may apply for a voluntary layoff out of line of seniority, which shall be in accordance with the following. The employee's request shall be approved by the Labor Relations Manager or their designee.

- 1. In a job classification where employees are scheduled for layoff, a senior employee in the same department and classification may apply for a voluntary layoff out of line of seniority, thereby cancelling layoff of the most-senior employee scheduled for layoff.
- 2. The employee must submit a written request for voluntary layoff to their supervisor no later than forty-eight (48) hours following the announcement of a layoff in the employee's same department and classification. Applications for voluntary layoff will be considered and granted in seniority order, prior to the scheduled layoff.
- 3. An employee's request for voluntary layoff will be processed following the contractual provisions governing layoff, including the establishment of recall rights.
- 4. In the event the Company cancels the scheduled layoff prior to the employee exiting, the approved voluntary request becomes null and void.
- **D.** Top Seniority for Layoff Purposes:

For the purpose of applying the Temporary and General Layoff Procedures, the following employees shall be deemed to have top seniority:

Union Stewards with one (1) or more years of seniority:

During the period of a temporary layoff, the number of Union Stewards shall not be reduced below the number allowed under the provisions of Article 4, Section 1 as applied to the number of employees remaining. A Union Steward shall not be laid off on a temporary layoff provided such Union Steward is able and willing to perform the work remaining within the department and shift in the labor grade in which such Steward's classification falls or in a lower labor grade. During a temporary layoff the terms of office of laid-off Union Stewards shall continue. If a department and/or shift is shut down for a period not to exceed 120 days, the Union Steward in such department and/or shift shall upon its reopening have top seniority in their classification and shift for purposes of recall.

E. Top Seniority for Purposes of Shift Assignment during Layoff:

Local Lodge Presidents, Local Lodge Vice Presidents, District Lodge 725 Delegates, Trustees, Local Lodge Financial Secretaries, Recording Secretaries and members of the Labor Relations Committee shall be deemed to have top seniority for purposes of shift assignment in the application of the Temporary and General Layoff Procedures. Such top seniority shall be for the sole purpose of allowing them to remain on the same shift during their term of office.

#### Section 4, Recall

An employee regressed under any of the provisions of this Article, except for employees involuntarily downgraded to a lower-rated job classification, or who has been laid-off shall be recalled to the highest-rated job classification(s) for which they previously held in order of seniority by classification within the Company, as job vacancies occur in that job classification.

An employee will be **automatically** recalled to a job classification which is in the same, **lateral** or lowerrated labor grade that which the employee **previously** held at the time of reduction in force. An employee who declines recall under this Section shall lose recall rights to any classification which they decline. **However, an employee will not lose their recall rights for refusing a 3/12 schedule.** 

Employees on layoff who have maintained their recall rights shall be considered for rehire in order of seniority to openings in classifications for which they are qualified, provided the Company is on an "open hire" basis and provided they have notified the Company in writing of their desire to accept such rehire. An employee shall apply for such available openings by submitting their written or electronic resume to the Company. The provisions of this paragraph shall not be subject to the grievance procedure. However, any complaint arising out of the application of this paragraph may be discussed in the Labor Relations Office between a Business Representative of the Union and a Labor Relations Representative of the Company. If unresolved it may be discussed as an informal complaint before the Grievance Committee.

An employee who is considered eligible for recall may notify Labor Relations seven (7) calendar days in advance of any notice of recall, for the purpose of suspending their right of recall. During the period of suspension of recall rights, the employee shall not be obligated to accept rehire and the Company shall not be obligated to notify the employee of available openings. Employees may reinstate their recall rights by notifying Labor Relations and canceling the prior notice of suspension at any time after the expiration of one (1) month from the date the notice of suspension is received in Labor Relations.

The Company shall have seven (7) calendar days in which to correct, without liability, any recall of a downgraded employee out of seniority order, provided such employee is recalled on or before the expiration of the eighth (8) calendar day.

An employee who refuses recall or fails to respond to a recall offer within ten (10) calendar days from the date of mailing a certified notice to the employee at the address filed **by** the Company will be removed from the recall lists of that classification and all lower rated classifications.

#### Section 5, Occupational Injury or Illness

An employee who is not able to perform the essential functions of their job, and has time lost as a result of an injury or illness incurred in the course of employment with the Company, and determined by the Department of Industrial Relations or the Company to be occupational, shall be retained or reinstated in a classification where work is available and such employee is qualified to perform such work, provided the employee applies for reinstatement within thirty (30) calendar days after being qualified to perform such work, regardless of the seniority principles stated in this Article, except as provided in Section 6 hereof. Such retention or reinstatement shall be on the principle of placing the employee in a classification that the employee is capable of performing at a rate within the classification applicable to the type of work to which assigned. Such employee shall be retained out of seniority order only until such time as the employee's compensation case has been settled or they have been medically released or as may be mutually agreed to between the Company and the Union.

#### Section 6, Loss of Seniority

The seniority of an employee shall be lost upon the happening of any one of the following events:

- A. Resignation [it shall be considered a resignation when an employee fails to notify the Company regarding an absence for five (5) working days using the Company notification system (i.e. HR Voice)];
- B. Discharge for just cause;
- C. If an employee, who has been laid off, declines an offer of recall or fails to report for onboarding and/or work or fails to report to their work assignment to the recalled job offered and accepted within ten (10) calendar days from the date of mailing a certified letter to the employee's last known address on file with the Company;
- D. Failure to return to work following an approved leave of absence in accordance with Article 9 unless a reasonable accommodation under the Americans with Disabilities Act (ADA) has been provided;
- E. Layoff for a period of seventy-two (72) consecutive months.

#### Section 7, Lead Selection

- A. Lead selection shall be based on qualifications determined by the Company in the Lead Job Description and in the following order:
  - 1. Employees reporting to the same work area as defined by the Manager
  - 2. Employees within the department
  - 3. Employees within the bargaining unit
- B. Lead selection will be determined by the Company based on the Lead job description and the evaluation form. An employee will be considered qualified based on an evaluation by the Company of their technical skills, efficiency, leadership qualities, communication skills, and dependability/accountability. Seniority will be the highest point category in the evaluation form. The Union Business Representative and the Manager of Labor Relations will together resolve issues and ties. The grievance procedure will be used to settle further disagreements. To be eligible for selection to Lead, an employee must have been reporting to the work area from which the selection is being made for a period of 30 days prior to such selection, except in the case of a new department, or shift. If such department, or shift has been established less than 30 days, all interested employees within the work area as defined by the Manager will be considered.
- C. To initiate lead selection, the manager of the work area will announce the intent to designate a lead to the employees in the work area. The manager will evaluate interested employees by the criteria stated above, on the evaluation form. This evaluation will be reviewed by Labor

**Relations.** A Lead does not designate a classification, but describes an employee performing an assignment.

#### Section 8, Promotions and Laterals

A. Employees may bid for up to three (3) promotions, downgrades, or laterals per bid period. Employees may also have the opportunity to place one (1) interest bid for positions in any classification in which training is required in order to qualify and one (1) Employee Preference Transfer Request within the same classification.

Employee Preference Transfer Requests within the same classification will only be considered prior to TDY assignments and must meet all criteria listed in Article 3 Section 2 (Subsection C).

The Company may consider Interest bids for employee growth by providing training opportunities at the sole discretion of the Company and based on operational need. Seniority will be the determining factor for interest bids in placing employees in training opportunities. These assignments will not be considered permanent assignments, temporary assignments (Article 11 Section 10), or previously held classifications.

Bids will become null and void one (1) year after the closing of the bid periods. Bids placed for subsequent bid periods will automatically cancel all previous requests. Bid periods will occur three (3) times per year.

**Bid periods are** as follows:

- February 1st through February 21st
- June 1st through June 21st
- October 1st though October 21st

For promotions, laterals, and downgrades employees shall be considered by the Company in the following order:

- 1. An active request for promotion on file with the Company within their current Job Family. Where ability, skill and efficiency are substantially equal, preference shall be given to the most senior qualified employee.
- 2. An active request for a lateral, **or lower rated** job on file with the Company within their current Job Family. Where ability, skill and efficiency are substantially equal, preference shall be given to the most senior qualified employee.
- 3. An active request for promotion on file outside of an employee's current Job Family. Where ability, skill and efficiency are substantially equal, preference shall be given to the most senior qualified employee.
- 4. An active request for a lateral, **or lower rated** job on file outside of an employee's current Job Family. Where ability, skill and efficiency are substantially equal, preference shall be given to the most senior qualified employee.

#### For interest bids, applicants shall be considered by the Company in the following order:

1. An active interest bid for a higher rated classification on file with the Company within their current Job Family. Preference shall be given to the most senior employee when an interest bid opportunity becomes available.

- 2. An active interest bid for a lateral, or lower rated job on file with the Company within their current Job Family. Preference shall be given to the most senior employee when an interest bid opportunity becomes available.
- 3. An active interest bid for higher rated classification on file with the Company outside of an employee's current Job Family. Preference shall be given to the most senior employee when an interest bid opportunity becomes available.
- 4. An active interest bid for a lateral, or lower rated job on file with the Company outside of an employee's current Job Family. Preference shall be given to the most senior employee.

To be considered **for a promotion, lateral, downgrade, or interest bid**, employees must submit their resume electronically. Qualifications will be reviewed by the Company and the list of qualified employees will become effective on **April 1**st, **August 1**st, **and December 1**st of each year. **A qualified employee may be offered and placed into a classification prior to the effective date based on operational need. The Company agrees to notify the Union of these placements.** Employees who are deemed qualified will remain qualified for one (1) calendar year. If an employee is deemed unqualified for a position, they will be ineligible to bid for that classification for one (1) calendar year, and they must provide the Company with evidence of a change in qualifications for future consideration to that classification. Employees will be given a personalized answer setting forth the reasons for their being considered not qualified **for promotions, laterals, and downgrades.** Employees are responsible for submitting their documentation of a change in qualification electronically.

Employees selected into a new job classification are ineligible to bid for a minimum of one (1) calendar year from the date of entry into the new job classification. However, at the discretion of the Company, an employee may be **moved via promotions, laterals, or downgrades** within one (1) calendar year **outside of the bid process**.

Employees who decline a position or decline an offer for training/testing prior to selection into the requested classification will be ineligible to re-bid for that classification for a period of one (1) calendar year.

An employee who accepts an offer for which training is required shall commit to the training/testing and the position upon successful completion of the training/testing. An employee shall be ineligible to qualify for two (2) calendar years for any classification for which they have not fulfilled such commitment.

An employee who has not acquired seniority rights, pursuant to the provisions of this Article, shall not be permitted to bid **for any of the above listed bid periods.** 

- **B**. In selecting an employee for an available opening to a higher rated classification, the following standards shall apply:
  - 1. Availability for Release: When a selection to a **new** classification results in a transition between or within departments, operational requirements shall be considered as they pertain to the release of an employee from their present job when such selection involves a transition between or within departments. Release shall be effective within twenty-one (21) calendar days from the time promotion is granted unless the Company deems it necessary to retain the employee in the former position due to business needs. In the event it is necessary to retain an employee more than twenty-one (21) calendar days, the employee shall be eligible for their hourly straight time rate of pay for the new job classification as if they had reported to the newly-promoted job on the twenty-first (21) calendar day.

2. During the first one-hundred twenty (120) calendar days following an employee's selection into a **new** classification the employee may be returned (involuntarily downgraded) to their most recent previously held classification, seniority permitting, if the employee is deemed unable to successfully perform in the new classification. Employees selected to a higher rated classification and/or transferring into a classification not previously held, shall not be returned to their most recent previously held classification for sixty (60) calendar days following the promotion. Employees may receive performance feedback within the first thirty (30) calendar days following a selection to a higher rated classification not previously held.

Section 9, Priority of Filling Available Openings

Available openings in a job classification, shall be filled by employees in the following categories in the order stated:

- 1. Employees on the recall list
- 2. Qualified voluntary downgrades with one (1) year of seniority with an active layoff notice. Where ability, skill and efficiency are substantially equal, preference shall be given to the most senior qualified employee;
- 3. Employees eligible for promotions, then laterals, then downgrades as provided in Article 6, Section 8;
- 4. New hires.

# Section 10, Transfers

- A. Employees within the same classification may be transferred from one department to another department in Company originated moves.
- B. During the bid periods an employee may submit a request and be considered for a departmental shift transfer. Preference will be given by seniority to those departmental employees with an active shift transfer request on file when an opening occurs within a department.

Section 11, Special Seniority Applications

For the purpose of applying the provisions of this Section, the plants of the Company covered by this Agreement shall be referred to as "Palmdale **work locations**" for those plants located at 1011 Lockheed Way Palmdale, CA 93599 and 2065 E Avenue M Palmdale, CA 93550 and "Helendale **work locations**" for those plants located at 17452 Wheeler Road Helendale, CA 92342.

- A. For the purpose of applying Section 3, a surplus employee shall have placement rights in the following order of priority:
  - 1. If an employee is subject to surplus in "Palmdale work locations" (Plant 10 and Site 2), they will first be placed in their highest rated job classification within their "Palmdale work locations" seniority permitting and if they are subject to surplus in the "Helendale work locations" they will first be placed in their highest rated previously held classification in their "Helendale work locations" seniority permitting.

# 2. If there are no available positions in their current work location, they will be placed in their highest rated classification, seniority permitting, within the bargaining unit.

- B. The provisions of Sections 8 (Promotions and Laterals) and 9 (Priority in Filling Available Openings) of this Article, shall be applied to employees assigned to work at the plant of one area as a unit separate from employees assigned to work at a plant of a different area of the Company, except pertaining to recall in the priority in filling available openings, employees are to be considered from the Company-wide recall list. The Company shall have discretion to place a qualified employee from the other area when no employees to fill an opening through Sections 8 (Promotions and Laterals) and (Priority in Filling Available Openings) from the specific area are available.
- C. The Company may assign employees from the **Palmdale work locations to the Helendale work locations (and vice versa) to work** on prototype, experimental or test aircraft, and the Company may loan employees from the plant of one area to the plant of a different area **or** for a period of unusual workloads, or for purposes of training, or where special knowledge or experience is needed.
- D. In the event the Company moves a major assembly or segment of work from the **Palmdale work** locations to the Helendale work locations (and vice versa), the Company may transfer employees assigned to work on such assembly or segment of work, in the following order:
  - 1. Employees who voluntarily agree to the transfer;
  - 2. If there are no volunteers, the least senior employee will be assigned.

# Section 12, Assignment of New Shift

When the Company determines the need to change an employee or employees from one shift to another, the affected employee(s) will be given two (2) weeks of notice prior to the start of the new shift. When assigning an employee or employees to a new shift, the Company will, in the following order:

- 1. Review active shift requests via the bid period
- 2. Request for volunteers in the affected classification(s)
- 3. Assign the new shift to the least senior employee(s) in the affected classifications(s).

# ARTICLE 7 SAFETY

## Section 1, Sanitary, Safety and Health Conditions

The Company agrees to maintain sanitary, safe and healthful conditions in facilities and buildings in accordance with the **Centers for Disease Control (CDC)**, **Occupational Safety and Health Administration (OSHA)**, and all other applicable agency laws of the state, county and city of its place of operation. Required safety equipment will be provided to employees when necessary to complete their assigned job duties.

The Company will continue to furnish **Personal P**rotective **Equipment (PPE)** in particular situations where it is now the practice to do so unless circumstances change making the use of such clothing unnecessary. In the event it is found that **PPE** and other safety items required for protection of the employees against bodily injury are needed for employees in other classifications, the Company will furnish such clothing or safety items.

At intervals established by the Company, employees in certain job classifications including, but not limited to painters, sandblasters, tank sealers, and operators of powered motor vehicles will be required to complete medical exams where identified by the Company to comply with regulatory requirements, customer requirements, or Company established safety expectations. Employees who have been exposed or potentially exposed to potentially toxic material or harmful physical agents will be subject to a medical examination as deemed appropriate by the Company. The extent of such examinations will not exceed that essential to properly guard the employee's health in accordance with generally accepted medical practices and/or customer requirements.

All employees will be trained on general safety work practices including hazards unique to the employees' job and personal protective equipment.

All employees exposed to toxic materials or hazardous physical agents in concentration levels exceeding those prescribed by law will be notified and informed.

Where there is a reason to believe a safety or health hazard may exist, the employees shall have the right to request that appropriate special tests be accomplished by the Company. The employees shall be informed of test results.

No employee shall be discharged or otherwise disciplined for refusing to work on a job not made reasonably safe, sanitary or that might unduly endanger such employee's health.

The Company shall arrange transportation to the hospital or the employee's home should an employee become ill at work and the Company doctor advises that the employee should not drive their own **vehicle** home, use public carriers or wait for their usual ride.

#### Section 2, Union Safety Representative

The Union shall appoint one (1) Union Safety Representative. The parties may adjust the number of Union Safety Representatives by mutual agreement. The Union Safety Representative shall be the District Lodge 725 Business Representative, or their designee. The Union Safety Representative shall:

• Serve as a safety **representative** between the Company and the Union, including participation in the General Safety Committee.

- Appoints and removes employees to serve on the General Safety Committee.
- Receive Company Environmental Safety and Health department publications, committee minutes and the monthly Safety Report, upon request. They shall have access to Company reference material pertaining to occupational safety and health.
- Be notified of inspections and investigations initiated or conducted by OSHA.
- Be notified in writing of area exposure to potentially toxic materials or harmful physical agents. The Union Safety Representative may also have access to individual employee records provided that written permission is first obtained from the affected employee(s).
- Be notified within twenty-four (24) hours of any industrial death or injury to employees requiring in-patient hospitalization for a period in excess of twenty-four (24) hours for other than medical observation.
- Be notified within twenty-four (24) hours of injury to employees requiring in-patient hospitalization for a period in excess of twenty-four (24) hours for other than medical observation.
- Attend Company sponsored training seminars which may include OSHA training and updates, onsite inspections, and Company safety policy review.
- General Safety Committee members appointed by the Union shall not be absent from a meeting more than two (2) times a year and may be removed from the Union Safety Representative.

### Section 3, Reimbursement for Safety Shoes and Safety Glasses

**Upon ratification of this Agreement**, the Company will reimburse up to **two hundred twenty-five** (\$225.00) dollars every calendar year to each employee who is required to wear Company approved safety shoes and who purchases the safety shoes themselves. The Company shall reimburse the employee within thirty (30) calendar days of the Company's receipt of proof of the purchase amount.

**Upon ratification of this Agreement**, the Company will reimburse **two hundred fifty (\$250.00) dollars** per calendar year to each employee who is required to wear prescription protective eye equipment when purchased by the employee through the Company's safety glasses vendor. The Company shall reimburse the employee within thirty (30) calendar days of the Company's receipt of proof of the purchase amount.

### ARTICLE 8 VACATION AND PERSONAL BUSINESS

### Section 1, Vacations

### A. Definitions:

- 1. The term "seniority" as used in this Section shall be the seniority to which an employee is entitled under the provisions of Article 6 (Seniority) of this Agreement, except that for purposes of Sections 1 and 2 of this Article, an employee's seniority shall be deemed to date from the first day of the month in which the employee's seniority began.
- 2. The term "service time" as used in this Section shall be those days worked by an employee, including holidays and regular days off during weeks worked, days on paid vacation and on personal business. Service time shall also include days off work due to occupational injury or occupational illness if the employee returns upon recovery to the active payroll of the Company, provided that such days off shall not exceed six consecutive months. With respect to an employee who is terminated, laid off, on leave of absence or entered the Armed Forces pursuant to this Agreement, the above time worked up to the time of such termination, entry in the Armed Forces, layoff or leave of absence shall count as service time provided:
  - a. The employee returns to work for the Company after the period of such termination, entry in the Armed Forces, layoff or leave of absence;
  - b. The employee retains their seniority rights with the Company during such period.

Service time shall not include days when an employee is severed from the active payroll due to termination, entry in the Armed Forces, layoff or prolonged leave of absence.

- 3. An employee's vacation begins to accrue on the first day of hire. Vacations will be accrued at the monthly rate shown below for any calendar month or partial calendar month. Employees' vacation balances will be credited with the preceding months' vacation accrual prior to the first workday of the month following the month of accrual.
- 4. Vacation shall be paid at an employee's hourly straight time rate and shall include the amount of bonus premiums as discussed in Supplement "E". An employee's hourly straight time rate does not include overtime. Pay for each week of vacation for an employee who is a part-time employee shall be proportionately reduced. An employee who is above the maximum vacation accrual allowance must take all of their excess days by year-end. All excess accruals will be paid off at the end of the year.
- B. Vacation Benefits for an employee on the active payroll of the Company, terminated or entering the Armed Forces pursuant to this Agreement are as follows:
  - 1. An employee with **eight (8) or less** years of seniority and who is on the active payroll shall be entitled to **6.67 hours per month.**
  - 2. An employee with **nine (9) to eighteen (18)** years **of** seniority and who is on the active payroll shall be entitled to **10.00 hours per month.**
  - 3. An employee with **nineteen** years or more seniority and who is on the active payroll shall be entitled to **13.34 hours per month.**

Completed Years of Most Recent Bargaining Unit Seniority	Vacation Accrual
<b>0 – 8 years</b>	6.67 hours per month
9 – 18 years	10.00 hours per month
19 or more years	13.34 hours per month

### Vacation Accrual Schedule for Full-Time Employees

- C. An employee shall be paid any accrued, unused vacation upon termination from the active payroll at the employee's hourly straight time rate in effect at the time of the payment.
- D. Vacation Scheduling:
  - 1. Each employee shall be required to take at least one week of earned vacation by the end of each service year. An employee may take vacation in consecutive weeks or in one-week or one hour increments. The employee must request the vacation and receive approval with at least twenty-four (24) hours prior to the requested vacation use. Vacations to be scheduled on the day preceding or following a holiday must be requested at least ten (10) calendar days in advance. An employee may accumulate (defer) all but one week of vacation earned in an eligibility year, not to exceed 400 hours.
  - 2. Vacations shall be taken when they interfere least with production. The Company shall endeavor to approve vacation requests to employees with the highest seniority.
  - 3. In the event there is a conflict in vacation scheduling which cannot be settled by a mutually satisfactory agreement between supervision and the employees involved, preference will be given on the basis of seniority.
  - 4. When a vacation has been approved by the Company, it shall endeavor to not cancel the approved vacation, subject to meeting operational requirements.

# Section 2, Personal Business

- A. Definitions:
  - 1. Personal business shall be paid at the employee's hourly straight time rate at the time personal business is used. Except as provided in paragraph 2 of subsection B of this Section 2, an employee's hourly straight time rate for purposes of this Section 2 shall be deemed to include the amount of shift bonus, lead bonus, A&P bonus and odd workweek bonus, if any.
- B. In the event of an employee's absence from work they shall be entitled to: **fifty (50)** hours of personal business with pay during each year of service time.
  - 2. At the end of each year of service time occurring after the effective date of this Agreement, each employee shall be entitled to pay for the hours of personal business to which the employee becomes entitled which remains unused at the end of each year of service. Pay for such hours of unused personal business shall be at the employee's hourly straight time rate at the time of the payment and shall include the amount of shift bonus, lead bonus, A&P bonus and odd workweek bonus in existence at such time. Except for the shift bonus, lead bonus, A&P bonus and odd

workweek bonus stated above, when computing pay for unused personal business, an employee's hourly straight time rate does not include overtime or any other premium.

- 3. Personal business may be taken in one-hour increments. An employee shall be entitled to pay for any hours for personal business from the date of hire or rehire without seniority.
- 4. An employee starting a new service year immediately following return from layoff shall not be credited with any personal business which accrued in and remained unused from the service year in which the employee was laid off, and such new year of service, together with prior years of service, shall in no event entitle an employee to a total of more than **fifty (50) hours** of personal business within any period of twelve (12) calendar months of service.
- C. An employee shall be paid any accrued, unused personal business upon termination from the active payroll at the employee's hourly straight time rate in effect at the time of the payment.

### ARTICLE 9 LEAVES OF ABSENCE

### Section 1, Medical Leave

When an employee is expected to require absence from work for five (5) consecutive working days of such employee's work schedule, they shall contact the Lockheed Martin Leave and Disability Center as soon as possible, but no later than eight (8) calendar days from the date their medical condition is known. It is the employee's responsibility to comply with all instructions issued by the Lockheed Martin Leave and Disability Center (LMLDC) and failure to do so may result in the leave being denied and/or loss of seniority and employment. The current contact information for the LMLDC is (877) 491-5303 and is subject to change.

An employee shall not be terminated by the Company because of a prolonged continuous illness or injury, provided the period of medical leave of absence is not longer than twenty four (24) months and the employee is unable to perform the duties of their job with or without a reasonable accommodation.

An employee must return to work on the next business day of their work schedule when it is determined that the employee is released by their treating physician to resume their job duties. Failure to do so shall result in loss of seniority and employment will cease.

The Company will notify the Union of any changes to the medical leave policy or process in advance of their implementation.

# Section 2, Personal Leave

An employee may submit a request for a leave of absence without pay to their department manager for a period not to exceed thirty-one (31) calendar days during the year. Such request may be granted at the sole discretion of the department manager, **but is not an entitlement and is intended for emergency situations and shall not be unreasonably denied**. An employee on an authorized leave of absence shall have the option to use their Personal Business prior to unpaid time. Requests for leaves of absence for a period longer than thirty-one (31) calendar days will require the approval of the Labor Relations Manager.

On all leaves of absence of 90 calendar days or less, an employee shall accumulate seniority.

# Section 3, Union Leave

The Union may request, and the Company will grant, leaves of absence of three (3) days or more without pay to Union members for Union business of Lodge 725 and excused absences of less than three (3) days without pay to Union members for Union business of Lodge 725. All such leaves and excused absences will be requested only in reasonable numbers and at reasonable times upon forty eight (48) hours written notice to the Company, except when such notice is waived by mutual agreement. Except as may be mutually agreed in specific instances, the number of employees on such leaves and excused absences shall not at any one (1) time exceed in number, one (1) employee from a department consisting of less than ten (10) employees, or two (2) employees from a department consisting of ten (10) or more employees, and the total of all employees in the Company on such leaves and excused absences shall not, at any one time, exceed fifty (50) employees.

Leaves of absence for a period not to exceed six (6) months will be granted to not more than two (2) employees for business of the IAM &AW other than District Lodge 725, except that by mutual agreement

of the Union and the Company leaves of absence for a longer period or for additional employees may be permitted.

Employees on a Leave of Absence for Union Business shall accumulate seniority.

Employees of the Company who have been selected by the Union as full-time Representatives of the Union for the purpose of serving District Lodge 725 shall be granted leaves of absence without pay for a period of one (1) year to take care of Union business. The time spent on such leaves shall be counted as service time. Such leave of absence may be renewed and extended from year to year upon written request from District Lodge 725.

# Section 4, Military Leave

The Company and the Union, recognizing the rights under the Uniform Services Employment and Reemployment Rights Act of 1994, the California Military Leave Act, in accordance with Federal Laws and regulations, agree that nothing contained in this Agreement shall preclude the Company from re-employing such employees in accordance with its provisions or with related statutes.

Military leave shall be administered in accordance with the corporate policy (CRX-537) currently in effect and as revised. The Company will notify the Union of changes in policy or processes as they occur. Nothing in this Agreement shall prevent the Company from making changes to the corporate policy on the same-as basis as that policy is revised with respect to non-bargaining unit employees.

It is understood and agreed that no liability for the violation of any provision of this Agreement shall be predicated on any act done or omitted in good faith under the above referenced laws or regulations, if such action or omission was in accord with any then in-effect regulation, order, ruling, court decision or administrative interpretation issued by any authorized person or agency or court of competent jurisdiction.

# Section 5, Bereavement Leave

An employee shall be eligible for forty (40) hours of paid bereavement leave upon a death in their immediate family. The period of absence does not have to be taken consecutively to receive bereavement pay. The leave must be taken no later than thirty (30) calendar days after the date of the memorial services. The Company may reasonably request appropriate documentation. Bereavement pay will not be granted for an employee's scheduled off-day, holiday, or any day on which the employee would have otherwise not been compensated.

For purposes of this Section, immediate family shall mean the following:

- Parents biological, step, adoptive, foster father or mother or any other individual who stood in place of your parents.
- Current Spouse.
- Children and their current Spouses.
- Siblings, Step Siblings, Half Siblings, and their current Spouses.
- Grandparents, Step Grandparents, Grandchildren, and Step Grandchildren.
- Current Spouse's Parents, Grandparents, Step Grandparents, Children, Stepchildren, Grandchildren, and Step Grandchildren
- Current Spouse's Siblings, Step Siblings, Half Siblings, and their current Spouses.

An employee shall request bereavement leave as soon as possible – generally no later than within two (2) hours of the start of your regularly scheduled work hours.

#### Section 6, Jury Duty

When an employee is absent from work in order to serve as a juror in response to a jury summons, the employee shall be granted pay for those hours for which the employee is for such reason absent from work during **their** regularly **scheduled shift.** Pay for such work time lost shall in no event exceed, for any one employee, a total of 40 hours per week or 160 hours in any one calendar year with respect to such jury duty. Pay for such work time lost shall be computed at the employee's regular base rate of pay at the time of such absence, including swing shift bonus, lead bonus, A&P bonus, but excluding any overtime, graveyard shift bonus or any other premium. In no case will payment be made for jury duty performed on **the employee's regularly scheduled day** off, or the sixth or seventh day of an employee's regularly assigned workweek or for hours in excess of the employee's regularly assigned **shift**.

If an employee assigned to the night shift or graveyard shift is absent from work on such shift on the calendar day the employee serves as a juror, such absence shall be deemed to be an absence from work in order to serve as a juror.

Pay for work time lost by employees who must report for jury examination or to qualify as a juror will only be paid when they cannot report for such examination or qualification on their own time, and such pay will only be made when the employees leave the plant at 1:30 p.m. or after, except that when the official notice sets a specific hour for appearance which would not provide the employee with a sufficient interval of time to appear as required by leaving the plant at 1:30 p.m. or after, the employee will be paid for the necessary time off to a maximum of one and one-half hours before and two and one-half hours after the hour of appearance specified on the official notice.

To receive pay for work time lost, an employee must promptly notify their Department Manager (or designee) of any notice the employee receives to report for jury examination, to qualify as a juror, or to report for jury duty, and must provide the Company with a statement filed by an official of the court certifying as to the employee's service as a juror or appearance in court for that purpose and the dates of attendance.

When an employee is absent from work in order to serve as a witness in a case in a court of law to which such employee is not a party, either directly or as a member of a class, and where such absence is in response to a legally valid subpoena, the employee shall be granted pay for those hours for which the employee is for such reason absent from work during their regular workday or workweek. Such employee may be required to submit evidence of such service as a witness to the Company in order to qualify for such payment. Pay for absence due to service as a witness shall be computed in the same manner as pay for absence due to jury duty as provided above.

### Section 7, Parental Leave

As soon as administratively practicable, Parental Leave will be implemented on a same basis as non-represented employees as outlined in CRX-534. Birth, adoption, or foster care placement and leave must occur on or after March 12, 2023.

# ARTICLE 10 HOLIDAYS

- A. For each of the observed holidays defined within this Article, an employee shall receive the equivalent number of hours of their regular work schedule. Holiday hours shall be paid at straight time including shift bonus.
  - 1) Employees on a 9/80 work schedule shall receive nine (9) hours at straight time Monday through Thursday and eight (8) hours on the alternate Friday.
  - 2) Employees on a 4/10 work schedule shall receive ten (10) hours at straight time.
  - 3) Employees on a 3/12 work schedule shall receive twelve (12) hours at straight time.

For employees on a 9/80A work schedule, the Company recognizes the following holiday schedule during the period of this Agreement:

Year	Holiday	Date	Day	Hours
2023	Memorial Day	29-May	Monday	9
	Day before Independence Day	3-Jul	Monday	9
	Independence Day	4-Jul	Tuesday	9
	Labor Day	4-Sep	Monday	9
	Thanksgiving Day	23-Nov	Thursday	9
	Year End Shut Down	25-Dec	Monday	9
	Year End Shut Down	26-Dec	Tuesday	9
	Year End Shut Down	27-Dec	Wednesday	9
	Year End Shut Down	<b>28-Dec</b>	Thursday	9
	Year End Shut Down	29-Dec	Friday	8
2024	New Year's Day	1-Jan	Monday	9
	Memorial Day	27-May	Monday	9
	Independence Day	4-Jul	Thursday	9
	Labor Day	2-Sep	Monday	9
	Thanksgiving Day	28-Nov	Thursday	9
	Day after Thanksgiving Day	29-Nov	Friday	8
	Year End Shut Down	24-Dec	Tuesday	9
	Year End Shut Down	25-Dec	Wednesday	9
	Year End Shut Down	26-Dec	Friday	8
	Year End Shut Down	27-Dec	Thursday	9
	Year End Shut Down	30-Dec	Monday	9
	Year End Shut Down	31-Dec	Tuesday	9
2025	New Year's Day	1-Jan	Wednesday	9

Year	Holiday	Date	Day	Hours
	Memorial Day	26-May	Monday	9
	Labor Day	1-Sep	Monday	9
	Thanksgiving Day	27-Nov	Thursday	9
	Day after Thanksgiving	28-Nov	Friday	8
	Year End Shut Down	24-Dec	Wednesday	9
	Year End Shut Down	25-Dec	Thursday	9
	Year End Shut Down	26-Dec	Friday	8
	Year End Shut Down	29-Dec	Monday	9
	Year End Shut Down	<b>30-Dec</b>	Tuesday	9
	Year End Shut Down	31-Dec	Wednesday	9
2026	New Year's Day	1-Jan	Thursday	9
	Memorial Day	25-May	Monday	9
	Labor Day	7-Sep	Monday	9
	Thanksgiving Day	26-Nov	Thursday	9
	Day after Thanksgiving	27-Nov	Friday	8
	Year End Shut Down	24-Dec	Thursday	9
	Year End Shut Down	25-Dec	Friday	8
	Year End Shut Down	28-Dec	Monday	9
	Year End Shut Down	29-Dec	Tuesday	9
	Year End Shut Down	<b>30-Dec</b>	Wednesday	9
	Year End Shut Down	31-Dec	Thursday	9
2027	Memorial Day	31-May	Monday	9
	Day after Independence Day	5-Jul	Monday	9
	Labor Day	6-Sep	Monday	9
	Thanksgiving	25-Nov	Thursday	9
	Day after Thanksgiving	26-Nov	Friday	8
	Year End Shut Down	24-Dec	Friday	8
	Year End Shut Down	27-Dec	Monday	9
	Year End Shut Down	<b>28-Dec</b>	Tuesday	9
	Year End Shut Down	<b>29-Dec</b>	Wednesday	9
	Year End Shut Down	30-Dec	Thursday	9
			Total	477

Year	Holiday	Date	Day	Hours
2023	Memorial Day	29-May	Monday	9
	Day before Independence Day	3-Jul	Monday	9
	Independence Day	4-Jul	Tuesday	9
	Labor Day	4-Sep	Monday	9
	Thanksgiving Day	23-Nov	Thursday	9
	Day after Thanksgiving	24-Nov	Friday	8
	Year End Shut Down	25-Dec	Monday	9
	Year End Shut Down	26-Dec	Tuesday	9
	Year End Shut Down	27-Dec	Wednesday	9
	Year End Shut Down	28-Dec	Thursday	9
2024	New Year's Day	1-Jan	Monday	9
	Memorial Day	27-May	Monday	9
	Independence Day	4-Jul	Thursday	9
	Labor Day	2-Sep	Monday	9
	Thanksgiving Day	28-Nov	Thursday	9
	Year End Shut Down	24-Dec	Tuesday	9
	Year End Shut Down	25-Dec	Wednesday	9
	Year End Shut Down	26-Dec	Thursday	9
	Year End Shut Down	30-Dec	Monday	9
	Year End Shut Down	31-Dec	Tuesday	9
2025	New Year's Day	1-Jan	Wednesday	9
	Memorial Day	26-May	Monday	9
	Day before Independence Day	3-Jul	Thursday	9
	Independence Day	4-Jul	Friday	8
	Labor Day	1-Sep	Monday	9
	Thanksgiving Day	27-Nov	Thursday	9
	Year End Shut Down	24-Dec	Wednesday	9
	Year End Shut Down	25-Dec	Thursday	9
	Year End Shut Down	29-Dec	Monday	9
	Year End Shut Down	30-Dec	Tuesday	9
	Year End Shut Down	31-Dec	Wednesday	9
2026	New Year's Day	1-Jan	Thursday	9
	Day after New Year's Day	2-Jan	Friday	8

For employees on a 9/80B work schedule, the Company recognizes the following holiday schedule during the period of this Agreement:

Year	Holiday	Date	Day	Hours
	Memorial Day	25-May	Monday	9
	Day before Independence Day	3-Jul	Friday	8
	Labor Day	7-Sep	Monday	9
	Thanksgiving Day	26-Nov	Thursday	9
	Year End Shut Down	24-Dec	Thursday	9
	Year End Shut Down	<b>28-Dec</b>	Monday	9
	Year End Shut Down	29-Dec	Tuesday	9
	Year End Shut Down	<b>30-Dec</b>	Wednesday	9
	Year End Shut Down	31-Dec	Thursday	9
2027	New Year's Day	1-Jan	Friday	8
	Memorial Day	31-May	Monday	9
	Day after Independence Day	5-Jul	Monday	9
	Labor Day	6-Sep	Monday	9
	Thanksgiving	25-Nov	Thursday	9
	Year End Shut Down	23-Dec	Thursday	9
	Year End Shut Down	27-Dec	Monday	9
	Year End Shut Down	28-Dec	Tuesday	9
	Year End Shut Down	29-Dec	Wednesday	9
	Year End Shut Down	30-Dec	Thursday	9
	Year End Shut Down	31-Dec	Friday	8
2028	New Year's Day (observed)	3-Jan	Monday	9
			Total	480

For employees on a 4/10A work schedule, the Company recognizes the following holiday schedule during the period of this Agreement:

Year	Holiday	Date	Day	Hours
2023	Memorial Day	29-May	Monday	10
	Independence Day	4-Jul	Tuesday	10
	Labor Day	4-Sep	Monday	10
	Thanksgiving Day	23-Nov	Thursday	10
	Year End Shut Down	25-Dec	Monday	10
	Year End Shut Down	<b>26-Dec</b>	Tuesday	10
	Year End Shut Down	27-Dec	Wednesday	10
	Year End Shut Down	<b>28-Dec</b>	Thursday	10
2024	New Year's Day	1-Jan	Monday	10

Year	Holiday	Date	Day	Hours
	Memorial Day	27-May	Monday	10
	Independence Day	4-Jul	Thursday	10
	Labor Day	2-Sep	Monday	10
	Thanksgiving Day	28-Nov	Thursday	10
	Year End Shut Down	24-Dec	Tuesday	10
	Year End Shut Down	25-Dec	Wednesday	10
	Year End Shut Down	26-Dec	Thursday	10
	Year End Shut Down	<b>30-Dec</b>	Monday	10
	Year End Shut Down	31-Dec	Tuesday	10
2025	New Year's Day	1-Jan	Wednesday	10
	Memorial Day	26-May	Monday	10
	Day before Independence Day	3-Jul	Thursday	10
	Labor Day	1-Sep	Monday	10
	Thanksgiving Day	27-Nov	Thursday	10
	Year End Shut Down	24-Dec	Wednesday	10
	Year End Shut Down	25-Dec	Thursday	10
	Year End Shut Down	29-Dec	Monday	10
	Year End Shut Down	<b>30-Dec</b>	Tuesday	10
	Year End Shut Down	31-Dec	Wednesday	10
2026	New Year's Day	1-Jan	Thursday	10
	Memorial Day	25-May	Monday	10
	Labor Day	7-Sep	Monday	10
	Thanksgiving Day	26-Nov	Thursday	10
	Year End Shut Down	24-Dec	Thursday	10
	Year End Shut Down	<b>28-Dec</b>	Monday	10
	Year End Shut Down	29-Dec	Tuesday	10
	Year End Shut Down	<b>30-Dec</b>	Wednesday	10
	Year End Shut Down	31-Dec	Thursday	10
2027	Memorial Day	31-May	Monday	10
	Day after Independence Day	5-Jul	Monday	10
	Labor Day	6-Sep	Monday	10
	Thanksgiving	25-Nov	Thursday	10
	Year End Shut Down	22-Dec	Wednesday	10
	Year End Shut Down	23-Dec	Thursday	10
	Year End Shut Down	27-Dec	Monday	10
			-	

Year	Holiday	Date	Day	Hours
	Year End Shut Down	28-Dec	Tuesday	10
	Year End Shut Down	29-Dec	Wednesday	10
	Year End Shut Down	<b>30-Dec</b>	Thursday	10
2028	New Year's Day (observed)	3-Jan	Monday	10
			Total	480

For employees on a 4/10B work schedule, the Company recognizes the following holiday schedule during the period of this Agreement:

Year	Holiday	Date	Day	Hours
2023	Independence Day	4-Jul	Tuesday	10
	Thanksgiving Day	23-Nov	Thursday	10
	Day after Thanksgiving	24-Nov	Friday	10
	Year End Shut Down	22-Dec	Friday	10
	Year End Shut Down	26-Dec	Tuesday	10
	Year End Shut Down	27-Dec	Wednesday	10
	Year End Shut Down	28-Dec	Thursday	10
	Year End Shut Down	29-Dec	Friday	10
2024	New Year's Day (observed)	2-Jan	Tuesday	10
	Independence Day	4-Jul	Thursday	10
	Day after Independence Day	5-Jul	Friday	10
	Thanksgiving Day	28-Nov	Thursday	10
	Day after Thanksgiving	29-Nov	Friday	10
	Year End Shut Down	24-Dec	Tuesday	10
	Year End Shut Down	25-Dec	Wednesday	10
	Year End Shut Down	26-Dec	Thursday	10
	Year End Shut Down	27-Dec	Friday	10
	Year End Shut Down	31-Dec	Tuesday	10
2025	New Year's Day	1-Jan	Wednesday	10
	Day before Independence Day	3-Jul	Thursday	10
	Independence Day	4-Jul	Friday	10
	Thanksgiving Day	27-Nov	Thursday	10
	Day after Thanksgiving	28-Nov	Friday	10
	Year End Shut Down	24-Dec	Wednesday	10
	Year End Shut Down	25-Dec	Thursday	10
	Year End Shut Down	26-Dec	Friday	10

Year	Holiday	Date	Day	Hours
	Year End Shut Down	<b>30-Dec</b>	Tuesday	10
	Year End Shut Down	31-Dec	Wednesday	10
2026	New Year's Day	1-Jan	Thursday	10
	Day after New Year's Day	2-Jan	Friday	10
	Thanksgiving Day	26-Nov	Thursday	10
	Day after Thanksgiving	27-Nov	Friday	10
	Year End Shut Down	24-Dec	Thursday	10
	Year End Shut Down	25-Dec	Friday	10
	Year End Shut Down	29-Dec	Tuesday	10
	Year End Shut Down	30-Dec	Wednesday	10
	Year End Shut Down	31-Dec	Thursday	10
2027	New Year's Day	1-Jan	Friday	10
	Independence Day (observed)	2-Jul	Friday	10
	Thanksgiving	25-Nov	Thursday	10
	Day after Thanksgiving	26-Nov	Friday	10
	Year End Shut Down	23-Dec	Thursday	10
	Year End Shut Down	24-Dec	Friday	10
	Year End Shut Down	28-Dec	Tuesday	10
	Year End Shut Down	29-Dec	Wednesday	10
	Year End Shut Down	30-Dec	Thursday	10
	Year End Shut Down	31-Dec	Friday	10
2028	New Year's Day (observed)	4-Jan	Tuesday	10
			Total	480

For employees on a 3/12 work schedule, the Company recognizes the following holiday schedule during the period of this Agreement:

Year	Holiday	Date	Day	Hours
2023	Independence Day (observed)	2-Jul	Sunday	12
	Day after Thanksgiving	24-Nov	Friday	12
	Year End Shut Down	22-Dec	Friday	12
	Year End Shut Down	23-Dec	Saturday	12
	Year End Shut Down	24-Dec	Sunday	12
	Year End Shut Down	29-Dec	Friday	12
	Year End Shut Down	30-Dec	Saturday	12
	Year End Shut Down	31-Dec	Sunday	12

Year	Holiday	Date	Day	Hours
2024	Independence Day (observed)	5-Jul	Friday	12
	Day after Thanksgiving	29-Nov	Friday	12
	Year End Shut Down	<b>20-Dec</b>	Friday	12
	Year End Shut Down	21-Dec	Saturday	12
	Year End Shut Down	22-Dec	Sunday	12
	Year End Shut Down	27-Dec	Friday	12
	Year End Shut Down	<b>28-Dec</b>	Saturday	12
	Year End Shut Down	29-Dec	Sunday	12
2025	Independence Day	4-Jul	Friday	12
	Day after Thanksgiving	28-Nov	Friday	12
	Year End Shut Down	19-Dec	Friday	12
	Year End Shut Down	20-Dec	Saturday	12
	Year End Shut Down	21-Dec	Sunday	12
	Year End Shut Down	26-Dec	Friday	12
	Year End Shut Down	27-Dec	Saturday	12
	Year End Shut Down	28-Dec	Sunday	12
2026	Independence Day	4-Jul	Saturday	12
	Day after Thanksgiving	27-Nov	Friday	12
	Year End Shut Down	18-Dec	Friday	12
	Year End Shut Down	19-Dec	Saturday	12
	Year End Shut Down	<b>20-Dec</b>	Sunday	12
	Year End Shut Down	25-Dec	Friday	12
	Year End Shut Down	26-Dec	Saturday	12
	Year End Shut Down	27-Dec	Sunday	12
2027	New Year's Day	1-Jan	Friday	12
	Independence Day	4-Jul	Sunday	12
	Day after Thanksgiving	26-Nov	Friday	12
	Year End Shut Down	24-Dec	Friday	12
	Year End Shut Down	25-Dec	Saturday	12
	Year End Shut Down	26-Dec	Sunday	12
	Year End Shut Down	31-Dec	Friday	12
2028	New Year's Day	1-Jan	Saturday	12
	Day after New Year's Day	2-Jan	Sunday	12
	· · ·		Total	492

- B. An employee shall **be paid the entirety of their shift** at the employee's hourly straight time rate of pay, including shift bonus, lead bonus, A&P bonus and, if any, shall be paid to employees for each designated holiday regardless of the day of the week upon which the holiday falls. In addition, two times (2x) the employee's regular hourly rate of pay shall be paid for hours worked on holidays. Work by an employee on a holiday shall be voluntary, except for employees who may be required to work on functions necessary for the protection of the plant and equipment or employees on an approved odd shift, who will be given an alternate day off, either preceding or following the holiday.
- C. An employee must have worked or have been on paid active status (jury duty, bereavement, vacation, paid personal business, military service where the employee remains in active status) or Company initiated unpaid time, intermittent FMLA, or on a bona fide Union call out on the last workday before or the first workday after the holiday in order to be eligible for holiday pay. No pay shall be granted when the holiday falls on the day before employment or the day after termination, or during an employee's leave which places them on an inactive leave status.
- D. In addition to the holidays listed above, with twenty four (24) hours advance notice to their department manager, an employee may elect to take off a full shift unpaid (with no attendance infraction) for one (1) of the holidays listed below:
  - Martin Luther King Jr. Day
  - Juneteenth National Independence Day
  - Veterans Day

The holiday may only be taken one time per calendar year and the holiday must occur on the employee's regularly scheduled workday.

# ARTICLE 11 HOURS OF WORK AND PAY PROVISIONS

### Section 1, Workweeks and Workdays

- A. A workweek consists of one-hundred and sixty-eight (168) consecutive hours.
  - 1. The standard workweek shall be from 12:30 a.m., Monday to 12:30 a.m., the following Monday. An **alternate** workweek shall be from 12:30 a.m. of any day other than Monday to 12:30 a.m. of the same day of the following week.
- B. A workday consists of twenty-four (24) consecutive hours. For all employees, the standard workday extends from 12:00 a.m. of one day to 12:00 a.m., the following day.

### Section 2, Hours and Days of Work

The work schedules are as follows:

A. The 9/80 work schedule shall consist of nine (9) hour workdays Monday through Thursday, with one eight (8) hour Friday and one Friday off, alternating every week. The primary schedule is a 9/80 A with a 9/80 B also available. Employees moved between A and B schedules will have two (2) week notice prior to move. The shifts for employees on a 9/80 schedule are as follows:

Day Shift	Workdays	Hours
	9/80 Work Monday- Thursday A/B	9 hours worked with a 30 minute meal break
		(9.5 hour shifts). Start times are set by work
		area and must begin anywhere from 5:00 AM
		until 7:30 AM at quarter of an hour
		increments starting at 5:00 AM.
		Examples:
		5:00 AM to 2:30 PM
		6:15 AM to 3:45 PM
		7:30 AM to 5:00 PM
	9/80 Work Friday A/B	8 hours worked with a 30 minute meal break (8.5 hour shifts). Start times are set by work area and must begin anywhere from 5:00 AM until 7:30 AM at quarter of an hour increments starting at 5:00 AM.
		Examples: 5:00 AM to 1:30 PM
		6:15 AM to 2:45 PM
		7:30 AM to 4:00 PM

Swing Shift	Workdays	Hours
	9/80 Work Monday- Thursday A/B	9 hours worked with a 30 minute meal break
		(9.5 hour shifts). Start times are set by work
		area and must begin anywhere from 2:00 PM
		until 4:30 PM at quarter of an hour
		increments starting at 2:00 PM.
		Examples:
		2:00 PM to 11:30 PM
		3:15 PM to 12:45 PM
		4:30 PM to 2:00 AM
	9/80 Work Friday A/B	8 hours worked with a 30 minute meal break
	stoo ttorici riduy rid	(8.5 hour shifts). Start times are set by work
		area and must begin anywhere from 2:00 PM
		until 4:30 PM at quarter of an hour
		increments starting at 2:00 PM.
		Examples:
		2:00 PM to 10:30 PM
		3:15 PM to 11:45 PM
		4:30 PM to 1:00 AM

Graveyard	Workdays	Hours
Shift	9/80 Work Monday- Thursday A/B	7 and 3/10 hours worked with a 30 minute
		meal break (7 and 8/10 hour shifts). Start
		times are set by work area and must begin
		anywhere from 10:00 PM until 12:30 AM at
		quarter of an hour increments starting at 10:00 PM.
		Examples:
		10:00 PM to 5:49 AM
		10:15 PM to 6:04 AM
		11:30 PM to 7:19 AM
	9/80 Work Friday A/B	6.5 hours worked with a 30 minute meal
		break (7.0 hour shifts). Start times are set by
		work area and must begin anywhere from
		10:00 PM until 12:30 AM at quarter of an
		hour increments starting at 10:00 PM.
		Examples:
		10:00 PM to 5:00 AM
		11:15 PM to 6:15 AM
		12:30 AM to 7:30 AM

B. The 4/10 work schedule shall consist of four (4) consecutive ten (10) hour workdays, with three (3) consecutive scheduled days off. The primary schedule is a 4/10A (Monday – Thursday) with a 4/10B (Tuesday-Friday) also available, as follows:

Day Shift	Workdays	Hours
	4/10A Work Monday- Thursday	10 hours worked with a 30 minute meal
	4/10B Work Tuesday- Friday	break (10.5 hour shifts). Start times are set
		by work area and must begin anywhere
		from 5:00 AM until 7:30 AM at quarter of
		an hour increments starting at 5:00 AM.
		Examples:
		5:00 AM to 3:30 PM
		6:15 AM to 4:45 PM
		7:30 AM to 6:00 PM

Swing Shift	Workdays	Hours
	4/10A Work Monday- Thursday	10 hours worked with a 30 minute meal
	4/10B Work Tuesday-Friday	break (10.5 hour shifts). Start times are set
		by work area and must begin anywhere
		from 2:00 PM until 5:30 PM at quarter of an hour increments starting at 2:00 PM.
		Examples:
		2:00 PM to 12:30 AM
		3:15 PM to 1:45 AM
		5:30 PM to 4:00 AM

C. The 3/12 work schedule consists of thirty-six (36) hours worked in twelve (12) hour shifts over three (3) consecutive days, Friday through Sunday, and compensated at the hourly straight-time rate for forty (40) hours in a workweek. On day and swing shifts, twelve (12) hours of work within thirteen (13) consecutive hours will constitute a day's work.

Day Shift	Workdays	Hours
	Friday - Sunday	12 hours worked with two (2) 30 minute meal break (13 hour shifts). Start times are set by work area and must begin anywhere from 5:00 AM until 7:00 AM at quarter of an hour increments starting at 5:00 AM.
		Examples: 5:00 AM to 6:00 PM 5:15 AM to 6:15 PM 6:00 AM to 7:00 PM

Swing Shift	Friday - Sunday	12 hours worked with two (2) 30 minute meal break (13 hour shifts). Start times are set by work area and must begin anywhere from 5:00 PM until 7:00 PM at quarter of an hour increments starting at 5:00 PM.
		Examples: 5:00 PM to 6:00 AM 5:15 PM to 6:15 AM 6:00 PM to 7:00 AM

- **D.** No employee will be forced to work on a 3/12 weekend shift. When a program or work area determines the need to stand up a weekend shift, the openings will be filled as stated below:
  - Employees within the current work area who volunteer to work the weekend shift (if more volunteers are available than weekend shift positions, the opportunities will be availed in order of seniority)
  - Employees who have placed a bid for the weekend shift
  - New Hires

If employee(s) are moved to or from a work schedule to another work schedule defined above in this Article, the employee will have two (2) week notice prior to being moved, unless the move is a result of a promotion or program roll off.

All **temporary** deviations **to an individual employee's** standard shift hours **(odd shift request) will** be cleared with the Union, **management**, **and Labor Relations**, and mutually agreed upon.

**E.** An employee's shift premium, if any, for consecutive time worked, shall be determined by the starting time of such consecutive time worked. The following chart depicts the start hours for shift premium eligibility:

Day Shift	4:00AM - 10:59AM
Swing Shift	11:00AM - 8:29PM
Graveyard Shift	8:30PM - 3:59AM

- F. The work schedules listed above will be implemented at the Company's discretion based on operational need and the schedules may deviate by Program or Department, or Work Area.
- G. California Rest Breaks:
  - a. If an employee works more than three and one-half (3.5) hours they are entitled to one (1) rest break. If an employee works over six hours (6) they are entitled to a second (2nd) rest break. If an employee works over ten (10) hours they are entitled to a third (3rd) rest break.
  - **b.** Each rest break should be completed before the end of each four hour period of work. Exceptions may be made with respect to when such rest periods will be taken where work operations, including the handling and operation of equipment and machines, are of such a nature that the work needs to be continued without interruption. Under these conditions, supervision should allow an employee a ten (10) minute rest period during the period of extended work.

**Example: Number of Rest Breaks per Hours Worked** 

Hours on the Clock*	Rest Breaks
0 – 3:29 hours	0
3:30 – 6 hours (started before hour 4 of the shift)	1
6:01 – 10 hours (started before hour 4 and 8 of the shift)	2
10:01 – 14 hours (started before hour 4, 8 and 12 of the shift)	3
14:01 – 18 hours (started before hour 4, 8, 12, and 16 of the shift)	4
18:01 – 22 hours (started before hour 4, 8, 12, 16, and 20 of the shift)	5

* Does not include 30-min meal break(s)

**H.** California Meal Periods: Each employee shall be given a 30-minute meal period no later than six (6) hours after work has commenced. With mutual consent of the employee and the manager, the meal period may be waived when a work period of not more than six (6) hours will complete the day's work.

# **Example: Number of Meal Breaks per Hours Worked**

Hours on the Clock*	Meal Breaks
0 – 5 hours	0
5:01 – 10 hours (started before hour 6 of the shift)	1
10:01 – 15 hours (started before hour 6 and 12 of the shift)	2
15:01 – 20 hours (started before hour 6, 12 and 18 of the shift)	3
20:01+ hours (started before hour 6, 12, 18 and 22 of the shift)	4

* Does not include 30-min meal break(s)

I. "Overtime" – It is the intent of the Company, where practical, to divide overtime equally among affected employees. It shall be the uniform practice to maintain overtime records in each department of the Company and such records will be made available for informational purposes to an employee in their department at their request.

### Section 3, Premium for Hours and Days of Work

- A. Swing shift employees shall receive **one dollar (\$1.00)** per hour above their hourly straight-time rate.
- B. Graveyard shift employees shall receive nine (9) hours pay Monday through Thursday and eight (8) hours pay on the 9/80 work Friday and eight cents (\$0.08) per hour above their hourly straight time rate. for working seven and three-tenths (7-3/10) hours on Monday through Thursday and six and one-half (6-1/2) hours on the 9/80 work Friday.
- C. All employees assigned to a 3/12 schedule shall receive a premium of fifty cents (\$0.50) per hour above their hourly straight-time rate.

# Section 4, Pay Period

Paychecks to employees shall be issued within eight (8) days after the end of the pay period and shall represent the earnings of the employee from Saturday to, and including, Friday of the pay period. The current methods of pay delivery include paper checks and direct deposit. The Company shall notify the Union of changes to the method of pay delivery.

# Section 5, Lost Time

Deductions for unpaid time off, shall be at the rate of one-tenth (1/10) of an hour of pay.

# Section 6, Overtime Pay

- A. Hours worked in excess of **an employee's standard shift**, but not in excess of 12 hours, in any one workday of an employee's workweek shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate.
- B. Hours worked in excess of twelve (12) hours in any one workday of an employee's workweek shall be paid at the rate of two (2) times the hourly straight-time rate.
- C. Hours worked **on additional non-scheduled days** of an employee's workweek shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate.
- D. Hours worked on the seventh workday of an employee's workweek shall be paid at the rate of two (2) times the hourly straight-time rate.

# Section 7, Overtime Premium for Prolonged Shifts

An employee will be paid the overtime premium of time and one half their hourly straight time rate of pay for hours worked in excess of their assigned shift. This includes hours worked that begin in one workday and end in the following workday, however, hours worked in excess of twelve (12) hours, on the seventh day, or on a holiday, will be paid at double time.

• 9/80A/B: Nine (9) or more consecutive hours Monday through Thursday or eight (8) or more consecutive hours on the 9/80 work Friday (or seven and three-tenths (7-3/10) hours or more Monday through Thursday or six and one-half (6-1/2) hours or more on the 9/80 work Friday if on the graveyard shift),

- 4/10A: Ten (10) or more consecutive hours Monday through Thursday
- 4/10B: Ten (10) or more consecutive hours Tuesday through Friday
- 3/12: Twelve (12) or more consecutive hours Friday through Sunday

# For example: If an employee on the 4/10B shift is assigned to work twelve (12) hours, they will be paid for ten (10) hours of straight time and two (2) hours of overtime.

# Section **8**, Distribution and Maintenance of Overtime Records

- A. "Affected groups" shall be by employee classification, by shift, and by department, The Company and Union will meet to discuss different affected groups; however, the Company maintains the right to establish affected groups. The Union or Company will not unreasonably refuse to change the affected group within a shift in a department.
- B. Employees who have been on loan for seven (7) or more calendar days will be considered as members of the "affected group" for purposes of equitable distribution of overtime, and overtime administration in accordance with this section. An employee loaned for less than seven (7) calendar days may only be offered overtime when any of the following conditions exist:
  - 1. All of the employees of the affected group are requested to work overtime.
  - 2. The loaned employee possesses special skills necessary to perform the overtime assignment, and none of the employees of the affected group are qualified to perform the work.
  - 3. Operational requirements necessitate continuity of work by the loaned employee to follow through on overtime for work started during regular working hours.
- C. An employee added to an affected group shall be given a total number of hours equal to the average hours of the affected group as of the first day of the week the employee joined the affected group. This shall include employees returning from field duty of more than thirty (30) days, transfers, new hires, shift changes, promotions or other reclassifications.
- D. Overtime hours for an affected group will be "zeroed out" only by agreement with the Union Steward, Department Manager, Business Representative and Labor Relations Representative.

Reduction of hours in an affected group may be made by using a common factor.

Example: All employees in an affected group have more than one hundred (100) accumulated hours; thereby, all may be reduced by one hundred (100) resulting in no relative changes in the status of the group.

E. The Company shall determine the system and/or form utilized to maintain overtime records **and shall strive to create a consistent system in collaboration with the Union.** Should the Company change the system and/or form, the Company will notify the Union prior to implementation. Employees who do not possess the required certifications to perform the overtime assignment shall not be charged for the refusal.

F. An employee returning from an absence of more than one (1) week shall be given the average number of hours worked by their group during the employee's absence (vacation, union business or jury duty excluded), except as noted below:

Exceptions:

- 1) Employees assigned to business travel for less than thirty (30) calendar days who remain on the roster of their regular department shall be charged with the actual overtime hours worked on such business travel assignments or double the average number of overtime hours worked by the group during their absence, whichever is the higher.
- 2) Overtime hours worked by an employee on loan will become a permanent part of the employee's overtime record.
- G. Employees will be charged the number of hours refused when overtime is offered and declined, except as stated in "Charging for Refusal of Overtime" below. Employees will be charged ten (10) times the amount of overtime accepted and not worked (no show). Employees who are late or leave early without approval from their supervisor, on overtime will be charged ten (10) times for each hour (or period of an hour) late or short timed. Employees will be charged twice the number of hours offered to work on their seventh (7th) day or on holiday. There will be no attendance infraction for violations of this Sub-Section (G).
- H. Subject to operating requirements, overtime may be refused without the employee being charged for refusal if the overtime is on the sixth or seventh workday immediately preceding such employee's vacation, or if the employee has been released for Union business and the Company properly notified in advance.

# I. Charging for Refusal for Overtime:

1. Employees asked to work overtime after the lunch break that results in an extension of their current, regularly scheduled shift, will not be charged for refusal.

For example: If an employee is offered to work overtime after their scheduled shift on a Tuesday afternoon (after lunch) for that same day, they will not be charged for refusal.

2. Employees asked to work overtime **on a non-scheduled day** after their lunch break on the last day of their **regular work week** will not be charged for refusal.

# For example: If an employee is offered to work Sunday overtime after their lunch break on Thursday (the last day of their 4/10 A work week) they will not be charged for refusal.

J. Employees will not be offered overtime on the sixth or seventh day of the workweek immediately preceding and/or following vacation **and will not be charged** unless they request in writing to be considered five (5) calendar days or more prior to the overtime day.

At the Company's discretion, any employee who is absent when overtime is offered, and would have been offered the overtime opportunity compliant with this Agreement (by low number of hours), may be called and offered to work. The employee will not be charged for refusal when called for overtime, while absent.

- K. Employees may request in writing that they do not wish to be considered for overtime. Such request will continue until such time as a written request is received to again be considered. At the time the employee again wants to be considered for overtime in the same affected group, the employee shall receive the average hours of the affected group or the employee's previous overtime hours, whichever is higher.
- L. The Department Manager shall make overtime records available to the Union Steward upon request.
- M. When an employee will be loaned to another department for seven (7) or more consecutive calendar days, copies of the loan paperwork will be given both to the Steward of the employee's regular department and of the department to which loaned.
- N. Swing and graveyard shifts will be given overtime assignments in relative proportion to the day shift work force, operational requirements permitting.
- O. Employees will not be charged for in-week overtime missed if a previously approved vacation day(s) is used.
- P. The Department Manager shall not be required to re-assign critical work in progress for the purposes of overtime distribution upon agreement between the Department Manager and Union Steward or designated alternate. The nature of the task and the associated skill and ability of the employee performing the task during regular working hours shall serve as the criteria for determining whether job continuity is required. In cases where job continuity is warranted, the employee performing the task during regular business hours shall follow through on their task on overtime.
- Q. Should an employee not be offered an overtime assignment in violation of this Agreement, the employee shall be offered an overtime assignment within fourteen (14) calendar days, in lieu of the missed opportunity, provided that such an overtime opportunity exists. Overtime that has not been recovered within the fourteen (14) calendar day timeframe will be subject to the grievance procedure.
- R. On a quarterly basis, either the Union or Company may request to discuss overtime administration.

Section 9, Report Time and Call-Back Time

A. Report Time:

An employee who reports to work for their scheduled shift shall be paid a minimum of **one half of their scheduled shift** provided, however, that if work reasonably within the employee's capacity to perform is available, such employee will be required to perform such work to qualify for the pay. Such pay shall include the appropriate workweek and shift bonus, if any, and the appropriate premium rate. The Company shall not be required to offer work or pay an employee where work is not available by such reasons as, including, but not limited to, an act of God, fire, flood, or power failure.

Failure on the part of an employee to keep the Company informed of their correct address and telephone number, if any, relieves the Company of the responsibility of any notification required by this Agreement.

B. Call-back Time:

Call-back pay shall apply when an employee is called back to work during hours other than the employee's assigned work shift, and who also clocks out of the plant prior to the start of their next regular shift. Employees shall be paid for all consecutive time worked, as follows:

1. Regularly Scheduled Shift:

During any regularly scheduled days of the workweek, an employee shall receive the greater of either **one half of their scheduled shift** at straight-time pay or one and one-half (1-1/2) times the straight-time rate of pay for all consecutive hours actually worked. In the event the employee works less than **their scheduled shift** within the call-back period of time, the employee shall be paid at a rate determined in combination with all other hours worked in the same workday. Such rate of pay shall include the applicable workweek and shift bonus, if any.

2. Sixth or Seventh Day:

During the sixth (normally Saturday) or seventh (normally Sunday) day of the workweek, an employee shall receive the greater of either a minimum of **one half of their scheduled shift** straight-time pay or pay at the overtime rate for hours actually worked. Such rate of pay shall include the applicable workweek and shift bonus, if any.

3. Holiday:

During one of the holidays in Article 10, an employee shall receive the greater of either one **half** of their scheduled shift straight-time or premium pay at the rate provided in Article 10 for hours actually worked. Such rate of pay shall include the applicable workweek and shift bonus, if any.

Section 10, Promotions, Demotions and Periodic Increases in Pay Rates

Progression within Rate Ranges

- A. Each employee on the active payroll shall receive an increase of twenty-five cents (\$0.25) per hour in their hourly straight time rate (or such lesser amount as is necessary to bring such employee's hourly straight time rate to the maximum of the employee's classification) on the second Saturday in February, May, August, and November until the maximum of the employee's classification will be reached.
- B. The Company has the discretion to increase an employee's hourly straight time rate of pay in amounts greater or at times other than provided in the paragraph above.

### Promotion

- C. When promoted to a job classification in a higher-rated labor grade, an employee shall be paid their hourly straight time rate as follows:
  - 1. An employee promoted will be paid the greater of either the minimum of the classification to which promoted, or **one dollar (\$1.00)** per hour above their current hourly straight time rate (unless the employee is currently in rate retention), and their automatic wage increase will proceed from that rate.
  - 2. An employee promoted to a job classification previously held shall receive the same in-grade position as the employee received when last previously in that job classification.

### Downgrade

- D. An employee downgraded to a job classification in a lower-rated labor grade shall normally be paid at the maximum rate for such job classification in such lower-rated labor grade.
- E. An employee downgraded to a job classification in a lateral or lower labor grade shall have their hourly straight time rate of pay in the downgraded classification established as follows, regardless of their job category:
  - 1. An employee downgraded through application of the Layoff Procedure as set forth in Article 6, shall have such employee's hourly straight time rate of pay reduced as follows:

Effective date of downgrade – Up to \$.10 reduction;

Three weeks subsequent to downgrade – Up to an additional \$.10 reduction;

Six weeks subsequent to downgrade – Up to an additional \$.10 reduction;

Nine weeks subsequent to downgrade – Up to an additional \$.10 reduction;

Twelve weeks subsequent to downgrade – Up to an additional \$.10 reduction;

Fifteen weeks subsequent to downgrade – Any additional amount required to reach the maximum of the classification to which the employee is being downgraded.

F. An employee (including Lead) who changes to a job paying a different rate on a day other than the first day of the week shall be paid the rate for each job held for the day or days in such week the employee held such job.

#### Section 11, Temporary Assignments

An employee assigned to a job classification in a higher-rated labor grade for a temporary period, shall be paid the current hourly straight time rate of pay, not to exceed the maximum of the higher-rated job classification, of the absent employee who is being replaced temporarily.

Such temporary assignment shall not be considered a promotion, and upon reassignment of such employee to the previously held job classification at the end of the temporary period, such employee shall not be considered as a downgraded employee for pay purposes. Consideration will be given to seniority in cases of temporary assignment to job classifications. Interest bids (as defined in Article 6) are not considered Temporary Assignments.

Example: Employee "A", a Fabrication and Processing Development Mechanic making \$30.00 per hour is qualified to temporarily replace Employee "B", a General Flight Mechanic making \$33.00 per hour, who will be out for a three (3) week approved leave. Employee "A" will be paid the rate of \$33.00 while working as a General Flight Mechanic replacing Employee "B" and will revert back to their original rate of pay (\$30.00) at the conclusion of the temporary assignment.

In the event that an employee is assigned to perform the duties of a lower rated job classification, the said employee will be paid at their classification's higher rate of pay.

### Section 12, Lead and On-the-Job Training

A. Lead Rate of Pay:

Leads shall be paid at a premium rate of \$1.00 per hour above the employee's hourly rate of pay. Any Lead selected on or after March 5, 2018, will be paid the maximum of their current classification plus the premium rate. Employees classified as a lead prior to March 5, 2018 will be grandfathered at the maximum of the highest classification led, plus the premium rate. Business needs may require an employee to temporarily perform similar work as performed by the group lead. The employee temporarily assigned to perform similar work shall not be utilized to determine the Lead's rate of pay.

B. "On-the-Job" Training:

An employee assigned to perform "on-the-job" training to other employees shall be designated as a Lead and shall be selected in accordance with the provisions of Article 6 of this Agreement. Upon completion of an on-the-job training assignment, the employee shall be returned to their last previously held position or assignment, which shall not be considered a downgrade for purposes of Article 6, Section 3 of this Agreement. The provisions of this Section does not modify Supplement B, providing that any employee may assist in the training of others by giving assistance to others on work operations or giving guidance and instruction to others and does not designate an employee as a Lead employee while they are assisting in training, work operations, giving guidance or instruction.

### Section 13, Business Travel and Field Duty Pay

- A. An employee assigned to business travel or field duty shall be reimbursed for necessary, actual and reasonable business expenses for meals, incidentals, lodging, and air transportation, as incurred, while on business travel or field duty assignments. If operational requirements permit, the Company will make every effort to provide the employee notification two (2) weeks prior to the effective date of the assignment. Business travel and field duty will be performed on a voluntary basis, and no employee will be forced to perform business travel or field duty. An employee will be reimbursed in accordance with CRX-325 Business Travel.
- B. In selecting an employee for field duty, consideration will be given to those employees who have informed their department manager that they wish to be considered for field duty. When selecting an employee for field duty, the Company will consider the following factors: seniority, ability to do the job, and adaptability to field duty.
- C. An employee shall be considered on business travel or field duty when the employee is temporarily assigned to a location within the continental United States other than the plant or office to which the employee is permanently assigned, which requires the employee to obtain lodging other than the employee's established residence.
- D. While an employee is traveling to a field duty assignment, or returning to their regular work station from such assignment, or is traveling between field duty stations, or is on business travel such employee shall be paid as follows:

Travel Days - No Work Performed

1. If an employee performs no actual work during a travel day, the employee shall be paid a minimum of **their regularly scheduled shift** at the employee's hourly straight-time rate. Should the travel

hours require overtime pay under Article 11, Section 5, the employee shall receive the applicable overtime premium rate.

Travel Days – Work Performed

- 2. If an employee performs actual work during a travel day, the employee shall be paid the greater of either:
  - a) **Their regularly scheduled shift** at the employee's hourly straight-time rate of pay. Should the travel hours require overtime pay under Article 11, Section 5, the employee shall receive the applicable overtime premium rate; or
  - b) All hours actually worked and all hours of travel time. Should the travel hours require overtime pay under Article 11, Section 5 the employee shall receive the applicable overtime premium rate.
- 3. Deviation from the standard shift hours on the day of departure and the day of arrival may be made without obtaining the agreement referred to under the provisions of Section 1 of this Article.
- E. The provisions of Articles 11 and 12 of this Agreement for shift, odd workweek and overtime premiums, as well as Lead premium and A&P premium, shall apply in the same manner as at the employee's regular work location.
- F. Employees shall be reimbursed at the IRS rate for mileage necessary to perform work on business travel assignment if they are required to use their own automobile for travel on such business travel or field duty for authorized Company business.

The Company will also provide for such an employee on such occasions, personal liability insurance coverage with respect to liability, if any, to other employees who are passengers engaged in such above referred-to travel for such purpose, except that such insurance coverage shall apply only after such employee's own personal liability insurance has been first applied, in the amount consistent with the company's policy in effect at the time of the accident.

G. Field Duty Assignment Code: For the period during which an employee is assigned to field duty **that does not exceed thirty (30) days**, such employee's base rate shall be adjusted upward in the amount of forty-five cents (\$0.45) per hour starting the eighth (8th) day. Upon the employee's return from such assignment their normal base rate shall be reestablished.

An employee on Temporary Duty Assignment (TDY), defined as an assignment thirty (30) days or more, shall be reimbursed on the same basis as the Company travel policy for non-represented employees currently in effect and as revised from time to time by the Company at its discretion, both during and after the expiration of this Agreement, except as otherwise provided in this Agreement.

Section 14, Flight Pay Bonus

A. Flight in a propeller driven aircraft:

An employee assigned to flight duties in a propeller driven aircraft will be paid a bonus of three dollars (\$3.00) per hour in addition to such employee's regular wages. A minimum of one hour of flight pay shall be paid for the first ascension on any calendar day. For additional flights on the same calendar

day, flight pay at the rate of three dollars (\$3.00) per hour computed to the nearest fifth of an hour shall be paid. Flight time shall mean the time from take-off to the time of landing.

B. Flight in a jet-propelled aircraft:

An employee assigned to flight duties in a jet-propelled aircraft will be paid a bonus of five dollars (\$5.00) per hour in addition to such employee's regular wages. A minimum of one hour of flight pay shall be paid for the first ascension on any calendar day. For additional flights on the same calendar day, flight pay at the rate of five dollars (\$5.00) per hour computed to the nearest fifth of an hour shall be paid. Flight time shall mean the time from the take-off to the time of landing.

### Section 15, A&P Certificate Premium

The Company will pay a premium, outside of the rate range set forth in Article 12, Section 3 of the Agreement, in the amount of **seventy-five cents (\$0.75)** per hour to those employees who possess a valid FAA Airframe & Power Plant Certificate. The premium will be paid to employees when assigned to one of the following classifications: General Flight Mechanic (RP4156), Flight Operations Inspector (RP6236), General Flight Electrical and Instrument Mechanic (RP4144), Flight Test Instrument Technician (RP4143), Advanced Technology and Systems Technician (RP3569), **Systems Check Out Mechanic (RP4293)**, Senior Inspector (RP6237), Senior Mechanic (RP4157), and Fabrication and Structures Development **Mechanic (RP4073)**. To be paid the bonus, employees must present the original certificate for verification to Labor Relations or Onboarding.

#### Section 16, Parachute Riggers Certificate Premium

The Company will pay a premium, outside of the rate range set forth in Article 12, Section 3 of the Agreement, in the amount of **one dollar (\$1.00)** per hour to those employees who possess a valid FAA Parachute Riggers Certificate. The bonus will be paid to employees assigned to the Flight Safety and Survival Equipment Technician (RP6413). To be paid the premium, employees must present the original certificate for verification to Labor Relations or Onboarding.

# ARTICLE 12 PAY RATES

# Section 1, Job Classifications

- A. In the event that a new job or position is established as the result of introduction of new work of a nature comparable to that covered by the job descriptions referred to in Section 2 of this Article, or as the result of the combination of work covered by such job descriptions, or if after the effective date provided in Article 1, Section 1, there occurs a substantial change in the duties or requirements of an established job, the Company shall develop an appropriate job description and place such job in one of the labor grades set forth in Section 3 of this Article. The Company shall furnish the Union with the new job description and shall submit for its approval the placement of such job in one of such labor grades. In the event that agreement is not reached within seven (7) calendar days from the date of such submission or within such additional time as may be mutually agreed upon, the Company may place the new job description and rate, as determined by placement in such labor grade in effect, subject to continued negotiations of such placement. If the proper labor grade is not reached within fifteen (15) calendar days, either party may refer the matter to arbitration in accordance with provisions of Article 5, Section 6 of this Agreement. The arbitrator shall have the authority to determine in which of such labor grades the new or amended classification shall be placed on the sole basis of the relationship the new or amended job classification bears to the other job classifications in such labor grade structure. Any change in the established rate, if any, resulting from the negotiations shall be retroactive to the date when such rate was placed in effect.
- B. Each employee shall be placed in the job classification proper for the work such employee performs and job descriptions shall be applied in accordance with the Supplement "Joint Statement of Policy for Application of Job Descriptions."

# Section 2, Job Descriptions

The job descriptions for each of the Factory and for each of the Office and Technical job classifications which were in effect on the date of execution of this Agreement, or which are placed in effect pursuant to subsection A of Section 1 of this Article, shall be a part of this Agreement. The rate ranges and the basic rates of pay for each such job classification shall be in accordance with the rates set forth in Section 3 of this Article for the labor grade in which a job classification is placed as shown in Supplement "A" attached hereto and made a part hereof.

# Section 3, Guaranteed Personal Rate

A. Eligibility:

All individuals with bargaining unit rights on the active payroll or approved leave of absence on March 2, 1993 or employees on layoff on June 14, 1993 and who are recalled to the active payroll shall be eligible for a Guaranteed Personal Rate (GPR) while assigned to Labor Grades 1 through 12.

# B. General Provisions:

1. Employees eligible for a GPR whose base rate is below the GPR maximum of the Labor Grade to which assigned, shall progress to the respective GPR maximum (through Automatic Rate Progression, if applicable).

- 2. Employees eligible for a GPR whose base rate exceeds the GPR maximum for the Labor Grade to which assigned, shall regress to the respective GPR maximum (through rate retention, if applicable).
- 3. Employees with a GPR who are promoted to a Labor Grade for which a GPR maximum has been established will progress to the higher labor grade's GPR maximum (through Automatic Rate Progression, if applicable), provided that such employee's rate does not exceed the GPR maximum of the new classification.
- 4. Employees with a GPR, or employees who are eligible for a GPR who are downgraded by layoff to a Labor Grade for which a GPR maximum has been established, shall regress to the GPR maximum of the Labor Grade (through rate retention, if applicable), if such employee's rate exceeds the lower classification's GPR maximum.
- 5. Employees eligible for a GPR who are recalled to a classification previously held which is in a GPR labor grade shall have their rate established at the same cents per hour below the GPR maximum as when last in the classification or when last on the payroll, whichever is greater, not to exceed the GPR maximum.
- 6. Employees with a GPR who are Leads prior to March 5, 2018 shall be paid at a rate of \$1.00 an hour above the GPR maximum of the rate range of their own classification or the GPR maximum of the highest classification led. If selected as a Lead after March 5, 2018, employees with a GPR will be paid the maximum of their own GPR classification, plus the premium rate.

### Section 4, Labor Grade Adjustments

Each employee (on the active payroll or on approved leave of absence effective as of March 18, 2023) who is in a job classification which is subsequently placed into a higher labor grade on March 18, 2023 will receive a one-time increase of one dollar (\$1.00) to their hourly straight time rate of pay, not to exceed the maximum of their rate range. The employee will remain eligible for the 2023 equity increase and General Wage Increase (GWI) applied to their new hourly straight time rate of pay, after the one-time increase is applied. The provisions of this section shall expire upon execution of these increases and shall only be implemented once.

#### Section 5, General Wage Increase (GWI)

Effective March 18, 2023 the minimums of all labor grades will be raised to at least twenty dollars (\$20.00) per hour. If an employee falls below the new minimum of their labor grade, the hourly straight time rate of pay for each employee on the active payroll or on approved leave of absence in those labor grades shall be increased to the new minimum. Employees who receive this one-time adjustment to the new minimum will be eligible for General Wage Increases on March 18, 2023 and each following year of the Agreement.

On March 18, 2023, a general wage increase in the amount of **four percent (4.0%)** will be effective for each bargaining unit employee on the active payroll, on approved leave of absence for less than one year, or on military leave. The maximum for all GPR and non-GPR labor grades shall also be increased by **four percent (4.0%)**.

Prior to the GWI on March 18, 2023, a one dollar (\$1.00) increase will be applied to the maximum of all labor grades. Employees on the active payroll or on approved leave of absence will receive a one-time increase of one dollar (\$1.00) per hour to their hourly straight time rate.

On March 16, 2024, a general wage increase in the amount of **four percent (4.0%)** will be effective for each bargaining unit employee on the active payroll, on approved leave of absence for less than one year, or on military leave. The minimum and maximum for all GPR and non-GPR labor grades shall also be increased by **four percent (4.0%)**.

On March 15, 2025, a general wage increase in the amount of three percent (3.0%) will be effective for each bargaining unit employee on the active payroll, on approved leave of absence for less than one year, or on military leave. The minimum and maximum for all GPR and non-GPR labor grades shall also be increased by three percent (3.0%).

# Prior to the GWI on March 15, 2025, the maximum of all rate ranges will increase by twenty-five cents (\$0.25) allowing for future progression within rate ranges as stated in Article 11 Section 9.

On March 21, 2026, a general wage increase in the amount of three percent (3.0%) will be effective for each bargaining unit employee on the active payroll, on approved leave of absence for less than one year, or on military leave. The minimum and maximum for all GPR and non-GPR labor grades shall also be increased by three percent (3.0%).

# Prior to the GWI on March 21, 2026, the maximum of all rate ranges will increase by twenty-five cents (\$0.25) allowing for future progression within rate ranges as stated in Article 11 Section 9.

On March 20, 2027, a general wage increase in the amount of three percent (3.0%) will be effective for each bargaining unit employee on the active payroll, on approved leave of absence for less than one year, or on military leave. The minimum and maximum for all GPR and non-GPR labor grades shall also be increased by three percent (3.0%).

The Company will grant two hundred and fifty dollars (\$250) to each employee that provides at least a ninety (90) calendar day notice of their intent to retire or voluntarily terminate from the Company. Employees planning to retire or voluntarily terminate from the Company during the life of this Agreement are eligible to receive two hundred and fifty dollars (\$250) by submitting written notification at least ninety (90) calendar days prior to their retirement or termination date. This payment will be paid on the following pay period of the employee's actual retirement or termination date. Participating employees will be expected to cross-train existing and/or new employees prior to their retirement or termination date. Employees receiving this payment waive any rights to recall as outlined in this Agreement.

LABOR GRADE	MINIMUM (GPR and NON-GPR)	MAXIMUM	GPR MAXIMUM
19	29.01	48.91	
18	28.48	48.29	
17	27.95	47.68	
16	27.42	46.82	
15	26.89	46.14	
14	26.36	45.48	
13	25.83	44.87	
12	25.30	43.02	44.61

#### FACTORY RATE RANGES (Effective 3-18-2023)

11	24.77	42.45	44.11
10	24.24	41.89	42.79
9	23.71	41.31	42.47
8	23.18	40.76	42.26
7	22.65	40.25	41.95
6	22.12	35.00	39.63
5	21.59	34.01	39.32
4	21.06	33.09	39.18
3	20.53	32.16	38.99
2	20.00	31.16	38.79
1	20.00	30.23	38.53

# FACTORY RATE RANGES (Effective 3-16-2024)

LABOR GRADE	MINIMUM (GPR and NON-GPR)	MAXIMUM	GPR MAXIMUM
19	30.17	50.87	
18	29.62	50.22	
17	29.07	49.59	
16	28.52	48.69	
15	27.97	47.99	
14	27.41	47.30	
13	26.86	46.66	
12	26.31	44.74	46.39
11	25.76	44.15	45.87
10	25.21	43.57	44.50
9	24.66	42.96	44.17
8	24.11	42.39	43.95
7	23.56	41.86	43.63
6	23.00	36.40	41.22
5	22.45	35.37	40.89
4	21.90	34.41	40.75
3	21.35	33.45	40.55
2	20.80	32.41	40.34
1	20.80	31.44	40.07

LABOR GRADE	MINIMUM (GPR and NON-GPR)	MAXIMUM	GPR MAXIMUM
19	31.08	52.65	
18	30.51	51.98	
17	29.94	51.34	
16	29.38	50.41	
15	28.81	49.69	
14	28.23	48.98	
13	27.67	48.32	
12	27.10	46.34	48.04
11	26.53	45.73	47.50
10	25.97	45.13	46.09
9	25.40	44.51	45.75
8	24.83	43.92	45.53
7	24.27	43.37	45.20
6	23.69	37.75	42.71
5	23.12	36.69	42.37
4	22.56	35.70	42.23
3	21.99	34.71	42.02
2	21.42	33.64	41.81
1	21.42	32.64	41.53

# FACTORY RATE RANGES (Effective 3-15-2025)

# FACTORY RATE RANGES (Effective 3-21-2026)

LABOR GRADE	MINIMUM (GPR and	MAXIMUM	GPR MAXIMUM
	NON-GPR)		
19	32.01	54.49	
18	31.43	53.80	
17	30.84	53.14	
16	30.26	52.18	
15	29.67	51.44	
14	29.08	50.71	
13	28.50	50.03	
12	27.91	47.99	49.74
11	27.33	47.36	49.18
10	26.75	46.74	47.73
9	26.16	46.10	47.38
8	25.57	45.50	47.15
7	25.00	44.93	46.81
6	24.40	39.14	44.25
5	23.81	38.05	43.90

4	23.24	37.03	43.75
3	22.65	36.01	43.54
2	22.06	34.91	43.32
1	22.06	33.88	43.03

# FACTORY RATE RANGES (Effective 3-20-2027)

LABOR GRADE	MINIMUM (GPR and NON-GPR)	MAXIMUM	GPR MAXIMUM
19	32.97	56.12	
18	32.37	55.41	
17	31.77	54.73	
16	31.17	53.75	
15	30.56	52.98	
14	29.95	52.23	
13	29.36	51.53	
12	28.75	49.43	51.23
11	28.15	48.78	50.66
10	27.55	48.14	49.16
9	26.94	47.48	48.80
8	26.34	46.87	48.56
7	25.75	46.28	48.21
6	25.13	40.31	45.58
5	24.52	39.19	45.22
4	23.94	38.14	45.06
3	23.33	37.09	44.85
2	22.72	35.96	44.62
1	22.72	34.90	44.32

# TECHNICAL AND OFFICE RATE RANGES (Effective 3-18-2023)

LABOR GRADE	MINIMUM (GPR and Non-GPR)	MAXIMUM	GPR MAXIMUM
19	26.97	50.71	
18	26.56	49.26	
17	26.15	47.61	
16	25.74	46.29	
15	25.33	45.50	
14	24.92	43.16	
13	24.51	42.86	
12	24.10	37.82	42.42
11	23.69	37.03	42.14
10	23.28	36.26	41.82

9	22.87	35.47	41.56
8	22.46	34.65	41.26
7	22.05	34.25	39.92
6	21.64	33.33	39.62
5	21.23	32.41	39.32
4	20.82	31.50	39.18
3	20.41	30.66	38.99
2	20.00	29.76	38.79
1	20.00	28.86	38.53

### TECHNICAL AND OFFICE RATE RANGES (Effective 3-16-2024)

LABOR GRADE	MINIMUM (GPR and NON-GPR)	MAXIMUM	GPR MAXIMUM
19	28.05	52.74	
18	27.62	51.23	
17	27.20	49.51	
16	26.77	48.14	
15	26.34	47.32	
14	25.92	44.89	
13	25.49	44.57	
12	25.06	39.33	44.12
11	24.64	38.51	43.83
10	24.21	37.71	43.49
9	23.78	36.89	43.22
8	23.36	36.04	42.91
7	22.93	35.62	41.52
6	22.51	34.66	41.20
5	22.08	33.71	40.89
4	21.65	32.76	40.75
3	21.23	31.89	40.55
2	20.80	30.95	40.34
1	20.80	30.01	40.07

# TECHNICAL AND OFFICE RATE RANGES (Effective 3-15-2025)

LABOR GRADE	MINIMUM (GPR and	MAXIMUM	GPR MAXIMUM
	NON-GPR)		
19	28.89	54.58	
18	28.45	53.02	
17	28.02	51.25	
16	27.57	49.84	
15	27.13	49.00	

14	26.7	46.49	
	20.7	40.49	
13	26.25	46.16	
12	25.81	40.77	45.70
11	25.38	39.92	45.40
10	24.94	39.10	45.05
9	24.49	38.25	44.77
8	24.06	37.38	44.45
7	23.62	36.95	43.02
6	23.19	35.96	42.69
5	22.74	34.98	42.37
4	22.3	34.00	42.23
3	21.87	33.10	42.02
2	21.42	32.14	41.81
1	21.42	31.17	41.53

# TECHNICAL AND OFFICE RATE RANGES (Effective 3-21-2026)

LABOR GRADE	MINIMUM (GPR and NON-GPR)	MAXIMUM	GPR MAXIMUM
19	29.76	56.47	
18	29.3	54.87	
17	28.86	53.05	
16	28.4	51.59	
15	27.94	50.73	
14	27.5	48.14	
13	27.04	47.80	
12	26.58	42.25	47.33
11	26.14	41.38	47.02
10	25.69	40.53	46.66
9	25.22	39.66	46.37
8	24.78	38.76	46.04
7	24.33	38.32	44.57
6	23.89	37.30	44.23
5	23.42	36.29	43.90
4	22.97	35.28	43.75
3	22.53	34.35	43.54
2	22.06	33.36	43.32
1	22.06	32.36	43.03

LABOR GRADE	MINIMUM (GPR and NON-GPR)	MAXIMUM	GPR MAXIMUM
19	30.65	58.16	
18	30.18	56.52	
17	29.73	54.64	
16	29.25	53.14	
15	28.78	52.25	
14	28.33	49.58	
13	27.85	49.23	
12	27.38	43.52	48.75
11	26.92	42.62	48.43
10	26.46	41.75	48.06
9	25.98	40.85	47.76
8	25.52	39.92	47.42
7	25.06	39.47	45.91
6	24.61	38.42	45.56
5	24.12	37.38	45.22
4	23.66	36.34	45.06
3	23.21	35.38	44.85
2	22.72	34.36	44.62
1	22.72	33.33	44.32

TECHNICAL AND OFFICE RATE RANGES (Effective 3-20-2027)

### Section 6, Cost-of-Living Supplement

On or before the third pay period of December in each calendar year a supplemental cost-of-living payment in the amount of **one thousand dollars (\$1,000)** will be paid to each employee on the active payroll, on approved leave of absence for less than one year, or on military leave on the **third Friday in November** in each calendar year.

The Supplemental COLA payment may be deferred in five hundred dollar (\$500) increments without Company matching contributions to the Performance Sharing Plan (PSP) and/or the Health Savings Account (HSA) upon completion of the appropriate form by October 15th of the year in which the payment is to be made subject to IRS Regulations. It is the responsibility of the employee to ensure their HSA account is open and the elected deferral amount will not result in an account balance that exceeds the IRS annual maximum. If at the time of deposit, the deferral amount will be paid to the employee, minus applicable taxes.

On or before January 19, 2024, a lump sum bonus in the amount of five hundred dollars (\$500) will be paid to each employee on the active payroll, on approved leave of absence for less than one (1) year, or military leave as of December 15, 2023. The lump sum may be deferred in two hundred fifty dollar (\$250) increments, without Company matching contributions, to the Performance Sharing Plan (PSP) and/or the Health Savings Account (HSA) upon completion of the appropriate form by December 15, 2023, subject to IRS Regulations. It is the responsibility of the employee to ensure their account is open and that the elected deferral amount will not result in account balances exceeding the IRS annual maximums. If at the time of deposit, the deferral amount will result in account balances exceeding the IRS annual maximum, the entire deferral payment will be paid to the employee, minus applicable taxes.

Section 7, Leave of Absence Definition

For purposes of General Wage Increases and Cost-of-Living Supplements, an approved "leave of absence" is defined as a leave of absence of less than one year.

### Section 8, Ratification Bonus

Provided that the membership ratifies the contract on March 5, 2023, by 8:00p.m. PST, a \$5,000 ratification bonus will be paid within 60 days of ratification to all eligible employees on the active payroll as of March 5, 2023, or employees on an approved leave of absence for less than one year, or on military leave. The entire 2023 ratification bonus may be deferred to the Hourly Savings Plan Plus (401K) and/or the Health Savings Account (HSA) upon completion of the appropriate form within fifteen (15) calendar days following ratification subject to IRS Regulations. It is the responsibility of the employee to ensure their account is open and that the elected deferral amount will not result in account balances exceeding the IRS annual maximums. If at the time of deposit, the deferral amount will be paid to the employee, minus applicable taxes.

### ARTICLE 13 BENEFITS

### Section 1, Medical Plans

- A. Legacy Health Care Plans. The Southern California Kaiser HMO will be available where currently offered to employees hired prior to March 3, 2014.
  - a. The Company will pay **85%** of the premium cost of the medical plan selected. The employee will contribute **15%** of the premium cost.
- B. **High Deductible Health Plans.** The Corporate-wide High Deductible Health Plans (HDHP) will be offered to employees on the "same basis as" offered to non-bargaining unit employees. For employees hired or rehired on or after March 3, 2014, the High Deductible Health Plans will be the only options available.
  - a. Effective January 1, 2024, the percentage of the premium cost the Company will pay, and the employee will contribute will be based on the medical plan selected as described below:

Plan	<b>Company Cost Share</b>	<b>Employee Cost Share</b>
HDHP Plan 1	90%	10%
HDHP Plan 2	93%	7%
HDHP Plan 3	95%	5%

b. Effective January 1, 2024, the employee weekly contributions will not exceed the HDHP maximum weekly contributions described below:

Coverage Level	Effective January 1, 2024	Effective January 1, 2026
<b>Employee Only</b>	\$30	\$35
Employee + 1	\$60	\$70
Employee + 2 or more	\$90	\$105

- c. "Same basis as" is understood to mean that any improvements, modifications, reductions, eliminations or changes to the plan(s) for non-bargaining unit employees shall be automatically applicable to bargaining unit employees covered by this Agreement. Same basis applies to any and all aspects of the plan(s) including but not limited to eligibility, plan offerings, effective dates and plan designs.
- C. Medical Opt-Out Credit. Any employee who chooses to opt-out of medical coverage provided for under this Agreement shall receive a medical opt-out credit of \$11.54 per week. To be eligible for an opt-out credit, employees are required to certify, on an annual basis, that they have medical coverage elsewhere. Employees are ineligible for an opt-out credit if the employee is covered as a dependent under another Company-sponsored medical plan. Part-time employees are not eligible for an opt-out credit.

### Section 2, Dental Plans

- A. The Dental Plan Core, Dental Plan Enhanced and Dental Plan HMO (where available) will be offered to employees on the "same basis as" offered to non-bargaining unit employees.
  - a. The Company will pay 100% of the premium cost of the Dental Plan Core or the Dental Plan HMO, if selected. If the employee selects Dental Plan Enhanced, the employee is responsible for any additional premium costs between the selected plan and the Dental Plan Core.
  - b. "Same basis as" is understood to mean that any improvements, modifications, reductions, eliminations or changes to the plan(s) for non-bargaining unit employees shall be automatically applicable to bargaining unit employees covered by this Agreement. Same basis applies to any and all aspects of the plan(s) including but not limited to eligibility, plan offerings, effective dates and plan designs.
- **B.** Dental Opt-Out Credit. Any employee who chooses to opt-out of dental coverage provided for under this Agreement shall receive a dental opt-out credit of \$2.31 per week. Employees are ineligible for an opt-out credit if the employee is covered as a dependent under another Company sponsored dental plan. Part-time employees are not eligible for an opt-out credit.

### Section 3, Vision Plans

- A. The Vision Core and the Vision Plan Enhanced will be offered to employees on the "same basis as" offered to non-bargaining unit employees.
  - a. The Company will pay 100% of the premium cost of the Vision Plan Core. If the employee selects Vision Plan Enhanced, the employee is responsible for any additional premium costs between the selected plan and the Vision Plan Core.
  - b. "Same basis as" is understood to mean that any improvements, modifications, reductions, eliminations or changes to the plan(s) for non-bargaining unit employees shall be automatically applicable to bargaining unit employees covered by this Agreement. Same basis applies to any and all aspects of the plan(s) including but not limited to eligibility, plan offerings, effective dates and plan designs.

### Section 4, Health Insurance Continuation

- A. Continuation of health benefits (medical-dental-vision plans, as appropriate) will be offered as described in the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 (the "Act") to those employees and dependents who lose coverage as a result of a 'qualifying event' as defined by the Act. The full cost of such coverage continuation plus applicable administration fees will be paid by the employee or dependent(s).
- B. If laid-off, active medical coverage for employee and eligible dependents will continue for thirty-one (31) days at no cost to the employee. The length of time medical coverage is extended will be included as part of the total length of time coverage may be continued under the Act or Insurance Continuation (as applicable).

### Section 5, Other Plans

- A. Life and Accidental Death Insurance. The Company provides basic life and accidental death insurance. The provisions of such coverage shall be within the Company's discretion except as follows:
  - a. All employees receive Basic Life Insurance coverage of \$43,000. Effective January 1, 2024, the amount will increase to \$50,000 for employees who are actively at work on or after January 1, 2024.
  - b. All employees receive Accidental Death Insurance coverage of \$43,000. Effective January 1, 2024, the amount will increase to \$50,000 for employees who are actively at work on or after January 1, 2024.
- B. **Business Travel Accident Plan**. The Lockheed Martin Business Travel Accident Plan will automatically be extended to employees covered by this Agreement on a "same basis as" plan design as offered to non-bargaining unit employees. This change will be made as soon as administratively practicable.
- C. Short Term Disability Insurance. The Company provides short-term disability coverage of seventy (70%) percent of weekly earnings to a maximum of \$410 per week. For employees who are actively at work on or after January 1, 2024, and commence leave after January 1, 2024, the Company will provide short-term disability coverage of 55% of weekly earnings. All other provisions of short-term disability coverage shall be within the Company's discretion.
- D. Group Universal Life (GUL) Insurance. The Company offers Group Universal Life (GUL) Insurance. The employee pays 100% of the cost. Employees may elect coverage options of one (1x) times up to eight (8x) times Annual Base Pay. Effective January 1, 2024, employees may elect coverage options of one (1x) times up to nine (9x) times Annual Base Pay. For coverage effective January 1, 2024, employees will be granted a one-time Group Universal Life Insurance special enrollment during the 2024 Annual Enrollment period. During this period, employees may enroll or increase one level up to the plan maximum in the Group Universal Life Insurance plan for the year beginning January 1, 2024 without providing Proof of Insurability (POI). Employees must be actively at work on or after January 1, 2024 for any coverage increase to be effective.
- E. **Dependent Optional Term Life (DOTL) Insurance**. The Company offers Dependent Optional Term Life (DOTL) Insurance. The employee pays 100% of the cost.
  - a. Spouse. An employee may elect coverage for a spouse at coverage levels equal to one (1x), two (2x), or three (3x) times employee's Annual Base Pay. The spouse is required to provide Proof of Insurability (POI) if electing three (3x) times the employee's annual base pay or if the employee enrolls the spouse after thirty (30) days of the employee's or the spouse's first day of eligibility.
  - b. Dependent Children. An employee may elect coverage for any eligible dependent child(ren) at coverage levels of \$5,000, \$10,000 or \$25,000.
- F. Special Accident Insurance. The Company offers Special Accident Insurance. The employee pays 100% of the cost.

- a. Self. An employee may elect coverage with options of \$25,000, \$50,000, \$100,000, \$200,000, \$300,000, \$400,000 or \$500,000. Amounts in excess of \$300,000 cannot exceed (10x) times Annual Base Pay.
- b. Spouse. An employee may elect coverage for a spouse with options of \$10,000, \$25,000, \$50,000, \$100,000, \$150,000, \$200,000 or \$250,000.
- c. Dependent Child(ren). An employee may elect coverage for eligible dependent child(ren) in the amounts of \$10,000, \$25,000 or \$50,000.
- G. Voluntary Supplemental Insurance. Voluntary supplemental insurance will be offered to employees on the "same basis as" offered to non-bargaining unit employees. The employee pays 100% of the cost.
  - a. Offerings include coverage for 24/7 Accident, Hospital Indemnity and Critical Illness, Legal Services, Identity Theft Protection, and Whole Life with a Long-Term Care feature.
  - b. "Same basis as" is understood to mean that any improvements, modifications, reductions, eliminations or changes to the plan(s) for non-bargaining unit employees shall be automatically applicable to bargaining unit employees covered by this Agreement. Same basis applies to any and all aspects of the plan(s) including but not limited to eligibility, plan offerings, effective dates and plan designs.
- H. Flexible Spending Accounts. The Company offers access to the following Flexible Spending Accounts which may be used to pay for eligible expenses using pre-tax dollars. Flexible Spending Accounts are governed by IRS regulations and are subject to change.
  - a. Health Care Spending Account (HCSA). The minimum calendar year contribution is \$100.
  - b. Dependent Care Spending Account (DCSA). The minimum calendar year contribution is \$100.

### Section 6, General Provisions

- A. Employees will be eligible for benefits on date of hire. The benefit offerings and current weekly contribution formula in effect immediately prior to the effective date of this Agreement shall remain in effect through December 31, 2023.
- B. NEW HIRES. The chart below outlines the default coverages which will become effective retroactively to the hire date if no active election has been made for medical, dental, or vision during benefits enrollment.

Plan	Default Coverage	
Medical	HDHP Broad Plan 1	
	Employee Only Coverage	
Dental	Dental Plan Core	
	Employee Only Coverage	
Vision	Vision Plan Core	
	Employee Only Coverage	

### C. ANNUAL ENROLLMENT 2024 AND SUBSEQUENT YEARS – ALL EMPLOYEES.

During the **2024**_Annual Enrollment Election Period and all subsequent years under the terms of this Agreement, the chart below outlines the default coverage for Medical, Dental and/or Vision coverage if no active election has been made:

Plan	Current Election	Annual Enrollment Default
Medical	No Coverage	No Coverage
	HDHP Plan	Same HDHP Plan
		Same Coverage Level
	Kaiser HMO	Same HMO Plan
		Same Coverage Level
Dental	No Coverage	No Coverage
	Dental Plan Core	Dental Plan Core
		Same Coverage Level
	Dental Plan Enhanced	Dental Plan Enhanced
		Same Coverage Level
	Dental HMO	Dental HMO
	(where available)	Same Coverage Level
		(where available)
Vision	No Coverage	No Coverage
	Vision Plan Core	Vision Plan Core
		Same Coverage Level
	Vision Plan Enhanced	Vision Plan Enhanced
		Same Coverage Level

**D.** For all of the benefit coverage offerings listed in this Article, the terms of the Plans will be summarized in separate Summary Plan Descriptions (SPD) where applicable. The terms of the plan in the SPD will not be changed during the term of the Agreement except for legally required changes, any mutually agreed-to changes, or changes made per the terms of this Agreement. The Union acknowledges that the aforementioned changes may be made by the Company. Copies of the SPDs will be furnished to the Union and to each employee eligible for the Plans.

### Section 7, Retiree Medical

A. Employees hired before March 2, 2005 are eligible for retiree medical coverage as detailed below.

### B. Under-Age 65 Retirees

- a. Commence retirement on or after January 1, 2019 Under-Age 65 Retiree Legacy Medical Coverage. For eligible employees, the following plans are available:
  - 1) Kaiser Southern California HMO
  - 2) High Deductible Retiree Health Plans
- b. **Retiree Medical Coverage**. Should the Company expand, introduce or change health care options for non-bargaining unit under-age 65 retirees during the term of this Agreement and after its expiration, such benefits may, within the Company's discretion, be extended to retirees covered by this Agreement on a same design basis with the same retiree contributions as non-bargaining unit

employees, in addition to the Retiree Medical Coverage for which the employee is eligible for under the terms of this Agreement.

c. Contribution Formula. The retiree and the Company share in the cost of the under-age 65 retiree medical plan up to the maximum monthly Company subsidy. The retiree's share of the cost is calculated using the service-based schedule below. The retiree is also responsible for 100% of the cost of coverage that exceeds the maximum monthly Company subsidy. All eligible employees retiring on or after March 12, 2023, the service-based contribution formula applies for Retiree Medical Coverage with an annual contribution cap of \$8,000 for Retiree Only or \$16,000 for Retiree + Family coverage. The service-based contribution schedule is as follows:

Difference in Cost of Plan and Subsidy		
Yrs. of Service	Your Cost Sharing %	
0-9	Not Eligible	
10	70%	
11	67%	
12	64%	
13	61%	
14	58%	
15	55%	
16	52%	
17	49%	
18	46%	
19	43%	
20	40%	
21	37%	
22	34%	
23	31%	
24	28%	
25	25%	
26	22%	
27	19%	
28	16%	
29	13%	
30 +	10%	

d. **Retiree Legacy Medical Plan Changes.** During the life of the Agreement, and after its expiration, there will be no changes to the co-insurance, the calendar year deductible amounts, the calendar year out-of-pocket maximum, plan design or the prescription drug formula, for Retiree Legacy Medical Coverages listed in this Article. The terms of the plan in the SPD will not be changed during the term of the Agreement except for legally required changes, any mutually agreed-to changes, or changes made per the terms of this Agreement.

- e. Employees who retired on or after March 3, 2014, but elected "no coverage" or failed to enroll in a Retiree Medical plan within the required time frames at the time of retirement may enroll during an Annual Enrollment period in the following circumstances subject to all applicable time frames:
  - 1) If a qualified status change occurs
  - 2) If a special enrollment rule applies

### C. Over-Age 65 Retirees

a. **Private Medicare Exchange Retiree Medical Coverage**. Over-age 65 employees eligible for retiree medical insurance who commence retirement on or after July 1, 2018 will be eligible to participate in the over-age 65 healthcare option(s) on the "same basis as" offered to non-bargaining unit over-age 65 retirees on an identical design basis.

1) **Company Subsidy.** The Company subsidy for Retiree Medical Coverage will be in the form of a credit to a Health Reimbursement Arrangement (HRA) in the amount of \$2,100 annually (\$175 per month) per enrolled retiree and \$2,100 annually (\$175 per month) per enrolled spouse.

2) **Eligibility**. To be eligible for the Company subsidy (HRA), the retiree or their spouse must be age 65 or over and must enroll (and maintain enrollment) through the Company designated private Medicare Exchange (i.e. Via Benefits). For the spouse to be eligible, the retiree must be enrolled in a Lockheed Martin sponsored retiree medical plan.

3) Unavailability of the Private Medicare Exchange. Should the Company designated private Medicare Exchange dissolve or otherwise become unavailable, the Company and Union agree to meet in an effort to designate a replacement private Medicare Exchange if such Exchanges are permissible based on regulations in effect at the time of discussions. If the parties are unable to come to an agreement during these discussions, the Company will designate a comparable replacement. The Company will only be obligated to designate a comparable replacement which results in no additional cost to the Company. In the event no such replacement can be designated, the Company shall be under no further obligation to designate a replacement.

### Section 8, Continuation of Benefits Due to Death

- A. In the event of the death of an active employee, medical, dental and/or vision coverage for enrolled surviving spouse and/or surviving dependent children will continue for six months from the date of death at no cost to them. The length of time coverage is continued for dependents will be included as part of the total length of time coverage may be continued as applicable under COBRA.
- B. If at the time of the death, an active employee qualifies for retiree medical coverage, in addition to the continuation of coverage for six months as described in Section 8, Paragraph A, and if retiree medical coverage is elected, the active medical coverage for enrolled surviving spouse and/or surviving dependent children will continue to the end of the sixth calendar month from the date of death.
- C. In the event of the death of a retiree, coverage for the surviving spouse and/or dependent children will continue as long as they remain eligible or until the surviving spouse remarries.

### Section 9, Retirement and Savings Plans

- A. Lockheed Martin Retirement Plan for Certain Hourly Employees (Retirement Plan). The Retirement Plan provisions as stated in the applicable Plan Documents will govern except where modified herein.
  - a. **Eligibility**. Employees hired or rehired on or before March 6, 2011 will be eligible to participate in the Retirement Plan. Employees hired on or after March 7, 2011 will not be eligible to participate in the Retirement Plan.

### b. Retirement Plan Monthly Rates:

- 1) Employees who commence retirement on or after January 1, 2023 will receive one hundred five dollars (\$105) a month per year of credited service.
- 2) An employee who commences retirement and begins receiving a monthly benefit on or after January 1, 2011 under Sections 4.05 (A)(2), 4.05(A)(3), and 6.01(B) of the Retirement Plan will receive a benefit of thirty-three dollars (\$33) per year of credited service.
- c. Effective January 1, 2018, the Plan will be amended to eliminate the 40 year credited service maximum used in determining the benefit amount.
- B. Lockheed Martin Capital Accumulation Plan for Hourly Employees (HCAP). The HCAP provisions as stated in the applicable Plan Documents will govern except where modified herein.
  - a. **Eligibility**. Employees hired on or after March 7, 2011, will receive Company contributions per each quarter of active employment into the employee's HCAP account.

### b. Company Contributions:

- 1) Employees will receive a Company contribution in the amount of five hundred dollars (\$500) per quarter.
- c. As soon as administratively practicable, but no later than July 1, 2023, eligibility to the Lockheed Martin Capital Accumulation Plan for Hourly Employees (HCAP) will close for employees hired on or after March 7, 2011, and eligible employees will participate in the Lockheed Martin Performance Sharing Plan (PSP).
- C. Lockheed Martin Hourly Employee Savings Plan Plus (HSP). The HSP provisions as stated in the applicable Plan Documents will govern except where modified herein.
  - a. **Employee Elective Deferral**. Employees may defer an elective amount (in \$1-dollar increments) into the HSP on a before-tax, Roth or after-tax contribution basis with the before tax and Roth contributions being subject to the IRS annual limits imposed under Code Section 402(g). If an employee elects before-tax and Roth contributions in an amount that exceeds the IRS limit, any excess elected before-tax and Roth contributions will automatically be reclassified as after-tax contributions.

- b. **Company Matching Contributions.** Before-tax, Roth and/or after-tax employee elective deferrals of up to eighty-four dollars (\$84) per week are subject to Company matching contributions at the rate of 50%.
- c. Unmatched Elective Deferral. Employees may contribute an unmatched elective deferral amount not to exceed the IRS limits as referenced above in Section C(a).
- d. **IRS Limits.** Both employee and employer before-tax, Roth and after-tax contributions from the HSP and all retirement plans are subject to Code Section 415 annual limits.
- e. As soon as administratively practicable, but no later than July 1, 2023, eligibility to the Lockheed Martin Hourly Savings Plan Plus (HSP) will close for employees and participation in the Lockheed Martin Performance Sharing Plan (PSP) will begin.
- D. Lockheed Martin Basic Benefit Plan for Hourly Employees (BBP). The BBP provisions as stated in the applicable Plan Documents will govern except where modified herein.
  - a. **BBP Account.** Employees will receive Company contributions per each quarter of active employment into the employee's BBP account.

### b. **BBP Contributions:**

- 1) Effective January 1, 2018, the Company will make quarterly contributions for each employee in the amount of seventy-five dollars (\$75).
- 2) For employees hired after March 1, 2005, the Company will make an additional quarterly contribution of forty-five dollars (\$45).
- c. As soon as administratively practicable, but no later than July 1, 2023, eligibility to the Lockheed Martin Basic Benefit Plan for Hourly Employees (BBP) will close for employees and participation in the Lockheed Martin Performance Sharing Plan (PSP) will begin.
- E. Lockheed Martin Performance Sharing Plan (PSP). As soon as administratively practicable, but no later than July 1, 2023, employee and Company contributions to the Lockheed Martin Hourly Savings Plan Plus (HSP) will end and participation in the Lockheed Martin Performance Sharing Plan (PSP) will begin.
  - a. Employee Elective Deferral. Employee contributions to the PSP can be made in 1% increments of eligible base pay, up to the Plan maximum, and subject to IRS annual maximums.
  - b. Company Matching Contributions. The Company will match 50% of the first 8% of weekly eligible base pay deferred to the plan.
  - c. Automatic Enrollment. Employees hired or rehired will be automatically enrolled in the PSP with a 3% before-tax contribution of eligible weekly base pay. Automatic_enrollment is effective 30 days from the hire or rehire date. Employees have 30 days from date of hire or rehire to opt out before contributions begin.

- d. Eligible Base Wages. Eligible base wages include regular pay, pay for holidays, pay while on vacation, and pay for paid absences. It also includes lump sum merit payments given in lieu of pay increases and before-tax contributions for flexible benefits or fringe benefit plans. Base pay does not include overtime, incentive compensation, bonuses, commissions, rate guarantees, severance, relocation pay, lump sum payments in lieu of vacation pay, variable rate compensation, shift differentials, or other special pay.
- e. Company Contributions. As soon as administratively practicable, but no later than July 1, 2023, employees hired on or after March 7, 2011, will receive a Company contribution of 6% of eligible weekly base pay into the PSP.
- F. Applicability of Plan Documents. For all of the benefit coverage offerings listed in this Section, the terms of the Plans will be summarized in separate Summary Plan Descriptions (SPD) where applicable. Copies of the SPDs will be furnished to the Union and to each employee eligible for the Plans.

### Section 10, Aviation Insurance

The Company shall provide for employees an aviation accident death benefit insurance policy providing a benefit in the amount of \$38,000.00 for accidental death of an employee incurred in the course of their employment on a flight, arising out of an accident attributable to the flight of an aircraft.

### Section 11, Machinists Custom Choices Worksite Benefits Program

The International Association of Machinists and Aerospace Workers, may offer the Machinists Custom Choices Worksite Benefits program to its members in the bargaining unit through their designated agent, Employee Benefits Systems, Inc. (EBS). Interested Members will be given an opportunity on their own time to meet with an EBS Counselor at the worksite during normal working hours, once per year. It is understood that all policyholder service will be provided by the underwriter and EBS without costs to Lockheed Martin Aeronautics. It is understood that the Company is not the plan sponsor and is not responsible for plan administration, enrollment or communication.

It is further agreed as a condition of offering this payroll deduction service that EBS will comply with Company Payroll administration and procedures that will include the following basic requirements:

- Each participating employee will complete a Deduction Authorization card that contains the employee's name, social security number, deduction name(s) or type(s), employee's signature, and date.
- Information affecting account activity, including, but not limited to enrollment, policy cancellations, deduction changes, premium rate changes, and other changes affecting the employee deduction amount will be made weekly.
- Any deduction amount not collected due to lack of earnings will be the responsibility of EBS. Lockheed Martin payroll will not collect amounts in arrears or provide an account reconciliation service.
- Deductions will be made from the employee's paycheck each week.
- This program will be made available as soon as administratively possible.

The enrollment period will occur annually, the specific dates and times of the enrollment period will be determined by mutual agreement of Lockheed Martin Aeronautics Employee Benefits Systems, Inc.

### SUPPLEMENT A

### JOB CLASSIFICATION FAMILIES AND LABOR GRADES

# Aircraft and Assembly Job Family

Labor Grade	<b>Classification Title</b>	Job Code	
LG 18	Senior Mechanic	(RP4157)	Factory
LG 18	Flight Safety and Surv Equip Tech	(RP6413)	Factory
LG 17	General Flight Mechanic	(RP4156)	Factory
LG 17	Flight Safety and Surv Equip Tech	(RP6414)	Factory
	Trainee		
LG 16	Fab and Struc Dev Mech	(RP4073)	Factory
LG 15	Fuel Tank Sealer and Tester	(RP4373)	Factory
LG 14	Systems Check Out Mechanic	(RP4293)	Factory
	[COMBINE: Existing (RP4293)		
	with Rebuild / Overhaul		
	Mechanic (RP5773)]		
LG 13	General Flight Mechanic Trainee	(RP4158)	Factory
LG 12	General Mod Mechanic	(RP5419)	Factory
LG 12	Fab and Struct Dev Mech, Trainee	(RP4071)	Factory
LG 9	General Flight Mechanic	( <b>RP4154</b> )	Factory
	Associate Trainee		
LG 7	Assembler Installer	(RP5425)	Factory
LG 7	Fab and Struct Dev Mech	( <b>RP4070</b> )	Factory
	Associate Trainee		

### **Metallic Fabrication Job Family**

Labor Grade	<b>Classification Title</b>	Job Code	
LG 16	Hydraulic and Plumbing Dev	(RP4303)	Factory
	Mechanic		
LG 13	Metal Worker/Fitter Sr.	(RP4665)	Factory
LG 15	Cabin Trimmer, Sr.	(RP5483)	Factory
LG 13	Spot Welder General	(RP5793)	Factory
	[COMBINE: Existing (RP5793)		
	with Spot Welder (RP5795)]		
LG 13	Tube Mechanic Sr.	(RP5519)	Factory
LG 11	Fab Equipment Operator Sr.	(RP4909)	Factory

### **Composites Fabrication Job Family**

Labor Grade	<b>Classification Title</b>	Job Code	
LG 16	Composites Fab Developmental, Sr	(RP4889)	Factory
LG 14	Composites Fab Developmental	(RP4883)	Factory
LG 14	Composites Fabricator Developmental Radome	(RP4884)	Factory
LG 14	Core Coating Processor Specialist	(RP4878)	Factory
LG 12	Composites Fab Dev. Radome Trainee	(RP4864)	Factory
LG 12	Closed Volume Molding Operator	(RP4880)	Factory
LG 10	Core Coating Processor Sr	(RP4876)	Factory
LG 10	Tech Module Processor Sr	(RP4877)	Factory
LG 10	Composites Fabricator and Assembler Sr [COMBINE: Existing (RP4879) with Bonding Assembler, Sr. (RP3693)]	(RP4879)	Factory
LG 5	Core Coating Processor	(RP4875)	Factory
LG 5	Composites Fabricator and Assembler [COMBINE: Existing (RP4872) with Bonding Assembler (RP3695)]	(RP4872)	Factory
LG 5	Technology Module Processor	(RP4871)	Factory
LG 3	Composite Trainee	(RP5723)	Factory
LG 3	Fab and Processing Helper	(RP5019)	Factory

# **Tooling Job Family**

Labor Grade	<b>Classification Title</b>	Job Code	
LG 18	Tool Maker Sr.	(RP5148)	Factory
LG 18	Graphics Layout Maker – Tooling	(RP4343)	Factory
LG 17	Non-Metallic Tool Builder Sr.	(RP4713)	Factory
LG 16	Tool Maker	(RP5146)	Factory
LG 14	Portable Tool & Equip Repair Sr.	(RP4903)	Factory
LG 8	Tool Maker Worker	(RP5139)	Factory

# **Processing Job Family**

Labor Grade	<b>Classification Title</b>	Job Code	
LG 17	Material Applicator	( <b>RP4626</b> )	Factory
	Developmental		
LG 15	Material Applicator Sr	(RP4624)	Factory
LG 14	Painter Master	(RP4815)	Factory
LG 14	Heat Treater	(RP4218)	Factory
LG 13	Graphics Technician	(RP5303)	Factory
LG 13	Low Observable Silk Screen Tech	(RP4882)	Factory
LG 11	Material Applicator	(RP4625)	Factory
LG 8	Silk Screen Technician	(RP4874)	Factory
LG 7	Abrasive Blasting Equipment	(RP5173)	Factory
	Operator		
LG 7	Electroplater	( <b>RP4039</b> )	Factory

# Machining Job Family

Labor Grade	<b>Classification Title</b>	Job Code	
LG 18	Machinist General	(RP4503)	Factory
LG 17	Multi Axis Laser Cutting/Etch	(RP4596)	Factory
	Mach		
LG 17	Grinder – Prec Parts/Tool & Cutter	(RP4216)	Factory
LG 17	Machinist – Lathe	(RP4543)	Factory
LG 17	Machinist – Milling	( <b>RP4545</b> )	Factory
	[COMBINE: Machinist – NC		
	Special Tech (RP4595), Machinist		
	– Milling Machine, (RP4559),		
	Machinist - NC Milling Machine		
	(RP4521)]		
LG 14	Machinist – Trainee	( <b>RP4540</b> )	Factory
	[COMBINE: Machinist NC		
	Special Tech Trainee (RP4594),		
	Machine Tool Operator Sr,		
	(RP4835)]		
LG 7	Shop Hand	(RP3629)	Factory

# Planning & Scheduling Job Family

Labor Grade	<b>Classification Title</b>	Job Code	
LG 19	Manufacturing Planner Senior	( <b>RP8292</b> )	Office and
			Technical
LG 18	Manufacturing Planner	( <b>RP8291</b> )	Office and
	[COMBINE: Planner – Machined		Technical
	Parts (RP8293) and Planner –		
	Structures, Fab and Functional		
	( <b>RP8273</b> )]		
LG 14	Manufacturing Planner Trainee	( <b>RP8290</b> )	Office and
	[COMBINE: Machined Parts		Technical
	Planner Trainee (RP8523) and		
	Structures, Fab and Functional		
	Planner Trainee (RP8553)]		

# **Quality Job Family**

Labor Grade	<b>Classification Title</b>	Job Code	
LG 19	Senior Inspector	(RP6237)	Factory
LG 19	Inspector ND Test Specialist, Sr.	(RP6149)	Factory
LG 18	Flight Operations Inspector	(RP6236)	Factory
LG 18	Machining Technology Inspector	(RP6030)	Factory
LG 18	Standards Lab Tech Physical Systems	(RP5726)	Office and Technical
LG 18	Standards Lab Tech Control Systems	(RP5734)	Office and Technical
LG 18	Standards Lab Tech Electrical Electronics	(RP7749)	Office and Technical
LG 18	Inspector Tooling	(RP6303)	Factory
LG 17	Inspector ND Test, Trainee	( <b>RP6148</b> )	Factory
LG 16	Aircraft Assembly and Modification Inspector	(RP6040)	Factory
LG 14	Inspector Shipping and Receiving	(RP6249)	Factory
LG 14	Inspector Composites	(RP6163)	Factory
LG 13	Quality Trainee [COMBINE: Quality Trainee Sr (RP6315) and Quality Assurance Trainee (RP6314)]	(RP6313)	Factory

#### **Classification Title** Job Code Labor Grade Engineering Research Tech LG 18 (RP5093) Factory Engineering Research Tech – LG 18 (RP5083) Factory Electrical/Electronics Model Builder – Wind Tunnel Sr LG 18 (RP4703) Factory Factory LG 18 Advanced Tech and Systems Tech (RP3569) LG 18 ADP Laboratory Mechanic Sr (RP3563) Factory LG 13 Engineering Research Mechanic (RP5094) Factory

ADP Lab Mechanic

Engineering Research Shops

Trainee

### **Research and Development Job Family**

### **Electrical Job Family**

LG 13

LG 7

Labor Grade	<b>Classification Title</b>	Job Code	
LG 18	Electronic Systems Tech – Flight	(RP5063)	Factory
LG 18	Communications Systems	(RP4163)	Factory
	Technician		
LG 18	General Flight Electrical and	(RP4144)	Factory
	Instrument Mechanic		
LG 10	Electrical and Electronics Bench	(RP3965)	Factory
	Mech/Installer		
LG 7	Electrical Trainee	( <b>RP3960</b> )	Factory

(RP3564)

(RP4054)

Factory

Factory

### **Production Control Job Family**

Labor Grade	<b>Classification Title</b>	Job Code	
LG 12	Material Specialist	(RP6829)	Office and Technical
LG 12	Expediter	(RP6826)	Office and Technical
LG 12	Spares Processor Packaging	(RP8514)	Office and Technical
	Technician		
LG 11	Shipping & Storage Container	(RP5977)	Factory
	Builder		
LG 10	Chem Dispensing/Accum Attendant	(RP5929)	Factory
LG 10	Crib Control Attendant, Sr.	(RP7660)	Office and Technical
LG 7	Tool Dispatcher	(RP8219)	Office and Technical
LG 9	Material Tech Sr	(RP7929)	Office and Technical
LG 8	Area Dispatcher	(RP6593)	Office and Technical
LG 8	Crib Control Attendant	(RP7659)	Office and Technical
LG 7	Material Technician	(RP7939)	Office and Technical
LG 3	Material/Production Control	(RP7723)	Office and Technical
	Trainee		

### **Maintenance Job Family**

Labor Grade	<b>Classification Title</b>	Job Code	
LG 18	Machines Mech Maintenance Sr	(RP4619)	Factory
LG 18	Electronics Maintenance Tech	(RP4003)	Factory
LG 18	Air Conditioning Mech Sr	(RP3503)	Factory
LG 17	General Maintenance Person Sr	(RP3741)	Factory
LG 10	General Maintenance Person	(RP3742)	Factory
LG 8	Plant Maintenance Worker	(RP4606)	Factory
LG 2	Custodian	(RP4389)	Factory

### **Transportation Job Family**

Labor Grade	Classification Title	Job Code	
LG 18	Mechanic – Automotive Sr	(RP4633)	Factory
LG 17	Truck Driver – Hwy Transportation	(RP5503)	Factory
LG 15	Crane Rigger and Operator	(RP3833)	Factory
LG 12	Truck Driver – Utility	(RP5504)	Factory
LG 11	Conservation Material Handler	(RP7936)	Office and Technical
LG 11	Transportation Dispatcher	(RP7519)	Office and Technical
LG 10	Factory Transportation Oper	(RP5529)	Factory
	General		
LG 6	Truck Driver Light	(RP5505)	Factory

### **<u>General – Company Services</u>**

RP4443: Locksmith, Sr. LG 16: Factory

- RP5919: Hazardous Waste and Wastewater Worker LG 17: Factory
- RP8413: Material Review Board Investigator LG 14: Office and Technical
- RP6009: Fire Prevention Monitor LG 13: Factory
- RP6519: Aircraft Records Person LG 15: Office and Technical
- RP8579: ID Visitor Control Specialist LG 10: Office and Technical
- RP6909: Digital Press Operator LG 9: Office and Technical
- RP3914: Material Destruction Worker LG 7: Factory

RP8644: Mail Services Specialist LG 9: Office and Technical

### **SUPPLEMENT "B"**

### JOINT STATEMENT OF POLICY FOR APPLICATION OF JOB DESCRIPTIONS

The following basic principles governed the preparation of these descriptions; these same principles are to govern their use:

- 1. The title selected for a classification is that which most clearly identifies the type of work performed.
- 2. The Occupational Summary (where included) is a brief description of the classification as a whole; the purpose of which is to set it forth in separation from other classifications.
- 3. The job description sets forth typical distinguishing and related requirements. The distinguishing requirements illustrate a level of difficulty of work and are not intended to list or describe all work operations or tasks done within the classification. These requirements may not fit all specific individual work assignments, as the description when written was stated so as to be broad enough to include all variations of work in the classification as it existed throughout the Company.
- 4. The work operations, duties and other distinguishing characteristics described in a job description are those which are performed under guidance or instruction which are considered usual and normal for the work described.
- 5. The descriptions were prepared on the basis:
  - a. That as a part of promotional procedure a worker occasionally performs some of the work of higherrated jobs under close guidance and instructions in order to qualify for advancement;
  - b. That a worker performs the work of lower-rated jobs when required;
  - c. That the normal duties of any worker may include assistance to other workers on work operations; and
  - d. That normal job relationships between workers include giving guidance and instruction to each other, as long as such guidance and instruction is not extended to conflict with the duties of a Lead.
- 6. The job description is written to define and illustrate the job standard to be established and as such shall be interpreted and applied in its entirety as a composite picture of the job requirements. This means that (where included) the occupational summary, work performed, typical materials, tools and equipment used, and knowledge and ability required, all must be considered in arriving at the proper classifications.

In order to secure or hold the classification, the employee must be assigned regularly and consistently to that work which distinguishes the classification from other classifications.

An employee's classification shall be determined in the light of the highest requirements for knowledge, ability and skill necessary to perform their regular assigned duties. In making this determination, duties that are performed infrequently or rarely shall not be considered or made the basis of granting the higher classification. This would not be applicable, however, to intermittent duties of a higher level to which the employee is specifically assigned in an area where the prevailing day-to-day routine may fall in

lower-level requirements. If the employee on such assignment is expected to possess and apply the knowledge, skill and ability necessary for performance of the higher-level work, such employee is entitled to the higher classification even though the majority of such employee's work time may be spent on the lower-level work. In such case the employee is assigned to bring to the job the higher skills which such employee is expected to use as requirements demand.

To cite examples:

- a. An employee in a jig, where Structures Assemblers are working, is assigned the responsibility and is retained in the group for the specific purpose of working off difficult M.C.N.'s and difficult reworks. The employee's other daily activities are no different from that of the remaining employees on the assembly. The employee has had only three difficult rework jobs in three weeks and four difficult M.C.N.'s in the last month. This employee is properly classified as an Assembler Installer, Senior due to such employee's assigned responsibility of performing, as requirements demanded, difficult structures work on the assembly.
- b. At a production rate of one ship every two weeks, assume that the ship's hydraulic system requires two days for checkout. Assignment to this work would require classification as a Systems Checkout Mechanic.
- 7. The job descriptions herein referred to are of a composite nature and do not thereby require an individual employee to perform all of the work therein mentioned, except where the job description indicates otherwise.
- 8. The job descriptions are not intended for, and should not be confused with operation sheets, work instructions or work assignment sheets, etc.

### SUPPLEMENT "C"

### A GLOSSARY OF TERMS AND PHRASES AS USED IN THE JOB DESCRIPTIONS FOR FACTORY CLASSIFICATIONS

In preparation of the job descriptions, the following terms and words are given definition and meaning to clearly indicate the common and consistent interpretation to be placed in them by all persons using the descriptions. The meaning of words and phrases not included in this glossary shall be as defined in Webster's Collegiate Dictionary.

### ADAPTS:

Means to utilize for other purposes than originally intended.

### ANGLE, COMPOUND:

Means the angle between the two non-coinciding sides of two oblique angles which are in different planes and have a vertex and one side in common. Making a compound angle usually presents a coordinating tolerance problem since it results from the holding within tolerances of two adjoining component angles.

### AS REQUIRED:

Means performance of work operations if and when such are necessary, as long as they are within the level of difficulty described.

### AUTHORIZED DOCUMENT:

Means any type of document that is used by the Company to transmit to the worker what is to be done, how it is to be done, and/or what specifications or requirements are applicable to the work.

### **BASIC COMPUTER OPERATIONS:**

The ability to perform the fundamental, basic process of manipulating a computer to store, retrieve, and process data.

### BLUEPRINTS, ASSEMBLY AND INSTALLATION:

Are blueprints that provide information for the installation and/or assembly of fabricated and accessory parts into an assembly.

### BLUEPRINTS, DETAIL:

Are any class of blueprints which give necessary detailed information for fabricating one or more parts.

### BLUEPRINTS, DETAIL ASSEMBLY:

Are blueprints that provide information for assembling parts together with the necessary information for making some or all of the individual parts.

### CHECKS, FUNCTIONAL:

Means to determine or ascertain whether a unit of or portion of a system performs the function for which it is intended and whether rework or alteration is required.

### CHECKS OUT, OPERATIONAL:

Means making a complete check of an entire completed independent system to determine if rework or alteration is necessary.

### COMPUTER LITERACY:

A knowledge of or training in programmable electronic devices and the ability to read and respond to typical computer jargon.

### CONTOUR:

Means a curved surface having radii of different lengths, all of which lie in parallel planes or the same plane, such planes being perpendicular to the curved surface, or a curved line having radii of different lengths all of which are in the same plane. The surface of a cone or section thereon, a typical airfoil surface, the curved edge of a profiled plate and the curved layout line guiding the making of a router block are examples. Contour surfaces composed of sections of cylinders and edges whose profile is a section of a circle are excluded since the radii are the same length.

### CONTOUR, COMPOUND:

Means a curved surface having radii of different lengths that lie in nonparallel planes.

### CONTOUR, REVERSE:

Means a contour that reverses its curvature so that it has both concave and convex portions.

### COORDINATED TOLERANCES, COORDINATED DIMENSIONS:

These expressions are used only when exacting tolerances are implied. It should be understood that the mere location of a point by two or more reference dimensions does not in itself mean that the dimensions themselves are coordinated. An example of truly coordinate dimensions is shown in the following: The precision dimensions between two holes must be held while at the same time the precision dimensions locating each of the holes must also be held with respect to another reference point or line.

### DETAIL BENCH ASSEMBLY:

Detail Bench Assembly is that type and size of assembly work where size of parts, jigs, and fixtures allows their being worked on a bench. Floor type jigs of similar size are included.

### DEVELOPS; DEVELOPMENT:

Means to develop information and/or build or make new parts, assemblies and installations or patterns and tooling where exercise of a thorough knowledge of the shop theory involved is necessary and further is a recognizably difficult assignment which is characterized by requiring ingenuity (skill in devising) and originality (creative in doing) to accomplish the assignment satisfactorily.

### FABRICATES COMPLETELY:

Means to perform all necessary fabrication operations required to produce a finished article ready for use in an assembly, airplane or the plant.

### FIXTURES:

Refers to holding, production or established fixtures, or standard tooling designed to hold, align or coordinate work piece for machining, fabrication, installation, assembly, layout or other work operation.

### HAND TOOLS:

Includes those portable tools used by hand by the employee in the normal performance of duties and tasks of the occupation in which such employee works.

### HELPS:

Means to assist or aid an employee in the performance of such employee's duties as set up in the particular job description where the phrase exists. The assisting worker is not expected to work wholly independent but rather cooperatively and, further, is entitled to and should receive the guidance and instructions considered usual and normal under these circumstances.

### **IMPROVISES**:

Means to contrive or make use of makeshift tooling and/or methods to meet immediate needs or requirements.

# IMPROVISES SHOP AIDS, ETC., TO FACILITATE FABRICATION, ASSEMBLY AND/OR INSTALLATION AS REQUIRED:

This does not mean to go into a tool making program or to conflict with the duties of those engaged in tool making occupations.

### KNOWLEDGE, COMPLETE:

Means full understanding of and ability to apply all facts that must normally be known by the worker in the occupation.

### KNOWLEDGE, ELEMENTARY:

Means that the employee is not expected to carry out the technical functions of such employee's classification completely without guidance from supervision or more senior fellow employees.

### KNOWLEDGE OF:

Means knowledge of the inherent elements or details of a job that must be known by a worker to do his or her work satisfactorily.

### LAYOUT:

Means the marking of points and lines which will determine the exact location and/or dimensions of the part, tool, or assembly.

### MAY:

When used as the first word of a sentence or phrase, means that the function is performed by some of the personnel holding the classification or that the function is occasionally performed, but is not a requisite for the classification.

# MAY FURNISH INFORMATION TO AUTHORIZED LIAISON PERSONNEL REGARDING DEFECTIVE PARTS, TOOLING OR ASSEMBLIES OR INCORRECT ASSEMBLY SEQUENCE:

This phrase starting with the word "may" (see definition above) is merely recognition that on some job details a worker is in a better position to give information than anyone else. Such information should be given only at the request of the employee's supervision.

# MAY SUGGEST CHANGES IN INSTALLATION TO ENGINEERS OR OTHERS AND ASSIST THEM IN INTERPRETING AND APPLYING CUSTOMER SPECIFICATIONS RELATING TO ARMAMENT:

"May suggest" when used in a statement of this type is not compulsory but of an optional nature.

### POINTS OUT NEED FOR TOOLING, PART OR INSTALLATION CORRECTIONS:

- 1. This phrase is intended to cover suggestions by the employee to the Lead or Supervisor as to how to do the job better, easier or quicker, and is optional and not compulsory; or
- 2. This phrase is intended to cover the worker's responsibility to show or give information as to faulty parts, tools or practices. The worker is expected to report these instances to supervision.

### **PROCESSING:**

(Airplane Components or Assemblies) An inclusive term covering various finishes, etc., such as: anodizing, cadmium plating, etching, painting, oiling, passivating, fabric doping, chromodizing, pickling, plating, degreasing, sandblasting and similar operations which do not change the basic structure of the materials processed.

### PRODUCTION ILLUSTRATIONS:

Are blueprints or sketches that are used as an aid in visualizing parts and/or their assembly and are usually isometric, perspective pictorial or third angle projection drawings or photographs.

### REMOVAL AND REWORK OF AIRCRAFT POWER PLANTS:

This means to remove and undress the power plant, to rework the removed parts and reinstall such as carburetors, governors, fuel, oil and injection pumps, starters, generators, manifold pressure regulators, ignition harnesses, spark plugs, etc. It does not mean the reworking of the engine.

### **REWORK:**

Means that type and kind of work, including pickup, involving disassembly, modification, repair and/or rebuilding of any parts, assembly or installation, as set forth and described in the "work performed" section of the job description within the limits of the occupation or classification in which the rework is to be performed.

### SETUP; SETS UP:

Includes the various necessary physical work operations or steps (other than layout) that must be accomplished before actual fabrication can proceed. Setup of machines or equipment might include such operations as selecting and aligning proper tooling, positioning and securing material and setting speeds, feeds, stroke, travel, pressure, flow, etc. In most assembly operations setup (e.g., positioning parts, obtaining parts) is so closely intermingled with fitting and joining together that setup is not customarily designated as such. This is generally true of operations where machine operation is not the primary job factor.

### SHOP MATHEMATICS:

Is that form of mathematics normally used by shop workers in the performance of the duties of the occupation in which they work.

### SHOP MATHEMATICS, INCLUDING

### TRIGONOMETRY:

Means the use of trigonometry to solve any problem that may arise in the work to which assigned.

### SHOP PRACTICE:

Means the generally accepted method of performing a basic, common or usual operation under specified conditions. It covers the knowledge which is common to the occupation itself and to most manufacturing shops using the operation under consideration. Besides knowledge and ability to use required hand tools and equipment, it includes knowledge of general safety practices, conduct, rules of cleanliness, neatness, good housekeeping and care of equipment. When used in the phrase "shop practices and procedure," practice need not imply other than practice or methods learned or acquired at the Company.

### SHOP THEORY:

Implies a knowledge of "why" as well as "how" a given task should be done. It implies a real understanding of the diversity of work in an occupation, of the capacities and limitations of machines used, and of the skills involved. It is acquired by a combination of observation, experience and schooling. TOLERANCES, CLOSE:

Means those tolerances that are held by the machine, operator and/or fixture without great or special care, effort or skill on the part of the worker. This term expresses a level of difficulty rather than preciseness of linear, angular or other measurement.

### TOLERANCES, EXACTING:

Means those tolerances that require special care and attention on the part of a skilled worker to obtain or hold. These tolerances would be difficult, if not impossible, for a semiskilled or unskilled worker to hold consistently at a good production rate. This term expresses a level of difficulty rather than a preciseness of linear, angular or other measurement.

### WHEN SO ASSIGNED:

Means that the work operation, function or job duty is usually and normally performed after or as a direct result of an order, work assignment or request from recognized supervisory personnel. Means an occasional or incidental job requirement.

### WHERE COMPLETE INFORMATION IS NOT READILY AVAILABLE:

- 1. This phrase is not to be interpreted as requiring the worker to develop his or her own information, except for such information that falls into the category of acceptable shop practice.
- 2. Where this phrase is used in a job description, it is understood that all workers in the classification will work under these conditions as required.

### WITH OR WITHOUT THE AID OF TOOLING:

Means that in some cases where tooling does not exist or is faulty, the worker may be required to work around such a condition. At times when this condition does not exist, the worker may still hold the classification, provided other qualifying factors of the classification are present in the job.

# WORKS FROM PRODUCTION, PRELEASE, CHECK, DETAIL, ASSEMBLY AND INSTALLATION BLUEPRINTS, D.A.T.'s, SKETCHES OR OTHER AUTHORIZED DOCUMENTS:

This statement when used in a job description does not mean that a worker must have a complete knowledge of all the above mentioned documents, but only to the extent of the difficulty described in the description where used.

### WORKS WITH AUTHORIZED LIAISON PERSONNEL AS NECESSARY (OR WHEN REQUIRED):

- 1. This phrase is intended to cover situations such as when trouble develops on a job, the worker goes to his or her Lead or Supervisor who in turn may call in a liaison person, and then the worker, being more familiar with the job, will cooperate with the liaison person to straighten out the trouble.
- 2. Under this phrase it is not intended that workers are to contact or be contacted by liaison persons, except through their supervision.

It is understood that all statements used in specific job descriptions are to be interpreted on the basis of the level of difficulty contained in the respective descriptions.

### SUPPLEMENT "D"

### A GLOSSARY OF TERMS AND PHRASES AS USED IN THE JOB DESCRIPTIONS FOR OFFICE AND TECHNICAL

### CLASSIFICATIONS

In preparation of the job descriptions, the following terms and words are given definition and meaning to clearly indicate the common and consistent interpretation to be placed in them by all persons using the description. The meaning of words and phrases not included in this glossary shall be as defined by Webster's Collegiate Dictionary.

### AS REQUIRED:

Means performance of work operations if and when such are necessary, as long as they are within the level of difficulty described.

### ASSISTS (HELPS):

Means to assist or aid an employee in the performance of such employee's duties as set up in the particular job description where the phrase exists. The assisting worker is not expected to work wholly independent but rather cooperatively and, further, is entitled to and should receive the guidance and instructions considered usual and normal under these circumstances.

### BASIC COMPUTER OPERATIONS:

The ability to perform the fundamental, basic process of manipulating a computer to store, retrieve, and process data.

### BASIC KNOWLEDGE:

To know the fundamental principles and operations of a specific job or function, but does not require the ability to apply such knowledge.

### CHECKS:

A clerical function of examining and comparing facts, figures or other data to determine completeness and accuracy.

### COMPUTER LITERACY:

A knowledge of or training in programmable electronic devices and the ability to read and respond to typical computer jargon.

### **DETERMINES**:

Chooses, judges or decides; selects pertinent data or information from documents, records, etc.

### **INITIATES:**

Introduces by a first act; originates; begins.

### KNOWLEDGE:

To know and understand the principles, operations and procedures required of a specific job or function and ability to apply such knowledge to the performance of the specific job.

### KNOWLEDGE, COMPLETE:

Means full understanding of and ability to apply all facts that must normally be known by the worker in the occupation.

LIAISON:

The act of investigating problems, coordinating activities and contacting personnel with a view to arriving at mutually acceptable agreements, changes, etc.

### MATERIAL:

Used to designate raw stock or purchased items which must be subjected to process of manufacture before use in an airplane.

### MAY:

When used as the first word of a sentence or phrase, means that the function is performed by some of the personnel holding the classification or that the function is occasionally performed, but is not a requisite for the classification.

### PROCESSES:

Receives forms or documents, checks to determine that necessary information is shown, makes records from or adds any required data to document, and sends to next destination.

### **RECONCILES:**

Brings into agreement; checks (as facts, figures, accounts, etc.) one against another and makes, or arranges for, adjustments necessary to bring the two into balance or agreement.

### SURVEYS:

Examines, selects and checks data, and determines the accuracy and/or adequacy of the information contained.

### WHEN ASSIGNED:

Means that the work operation, functions or job duties are usually and normally performed after, or as a direct result of an order, work assignment or request from recognized supervisory personnel.

### WORKING KNOWLEDGE:

To know or understand the fundamental principles and operations of a specific job or function and the ability to apply that knowledge as a minimum requirement for the performance of the given job.

# SUPPLEMENT "E" BONUS AND PREMIUM CHART

The following table reflects the agreed-upon practice of including or excluding bonus items in computing the payment of benefits:

Holiday Pay	Lead Inc	A&P Bonus Inc	Shift Bonus Inc	Odd WW Inc	Retirement Hours Inc
Holiday During Vacation	Inc	Inc	Inc	Inc	Inc
Personal Business	Inc	Inc	Inc	Inc	Inc
Payment in Lieu of Personal Business ¹	Inc	Inc	Inc	Inc	Excl
Vacation	Inc	Inc	Inc	Inc	Inc
Jury Duty Pay, Witness Pay	Inc	Inc	Inc*	Inc	Inc
Jury Examination or Impanelment	Inc	Inc	Inc	Inc	Inc
Selective Service Examination	Inc	Inc	Inc	Inc	Excl
Overtime Premium	Inc	Inc	Inc	Inc	

¹Subject to tax, including State Disability Insurance and Federal Insurance Contributions Act.

*Graveyard shift bonus excluded.

### SUPPLEMENT "F"

### MEMORANDUMS OF UNDERSTANDING

### <u>Subject</u>

- Acquisition of New Business Memorandum of Understanding
- Alcohol and Drug Program Memorandum of Understanding
- Attendance Program Memorandum of Understanding
- California Jurisdictional Clarification Memorandum of Understanding
- Employee Discipline Memorandum of Understanding
- Healthcare Legislation and Taxation- Mutual Agreement
- Incentive Awards Memorandum of Understanding

### Multiple Machine Operation – Memorandum of Understanding

New Technology - Memorandum of Understanding

Truck Driver Hours of Work and Pay Practices - Memorandum of Understanding

### MEMORANDUM OF UNDERSTANDING

### **ACQUISITION OF NEW BUSINESS**

The Company and the Union recognize that in order for Lockheed Martin to compete as a world class aircraft manufacturer, the Site must strategically leverage existing resources while eliminating inefficiencies which may exist in the current Site structure. Additionally, in order to sustain Site competitiveness and attract potential future investment opportunities for ensuring business viability and continuity, the parties are committed to joint collaboration in new business ventures.

Upon mutual agreement, the parties may enter into "position to win" discussions when a new business venture is identified by the Company. These discussions may include wage and benefit economic targets and operational modifications that would need to be achieved in order to submit a favorable proposal for new business. The parties agree to reopen the Collective Bargaining Agreement (CBA) subject to a new program confirmation (or win) by the Company for the purpose of enacting wage and benefit agreements, incorporating operational modifications previously agreed to as part of the position to win discussions, and integrating the new work into existing contractual provisions of the CBA providing the membership votes and ratifies the "position to win" agreement achieved between the parties.

### LOCKHEED MARTIN AERONAUTICS COMPANY - PALMDALE

### AND

# INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS DISTRICT LODGE 725

### ALCOHOL AND DRUG PROGRAM

The Union and the Company are concerned about the effects of alcohol and drug abuse in the workplace and recognize that dependency is an illness for which recovery is possible. Treatment can be successful for employees who have substance abuse problems, and, therefore, employees are encouraged to avail themselves of the Company's confidential Employee Assistance Program (EAP) for help with alcoholism and/or drug dependency.

1) 'For Cause' Alcohol and Drug Testing

Testing for reasonable suspicion or post-accident/incident/or potentially dangerous near-miss, shall be administered by the Company when there is cause to believe that an individual is under the influence of alcohol, illegal drugs, improperly administered medications and/or unauthorized substances.

A. Reasonable Suspicion

The criteria, which may constitute Reasonable Suspicion by the Company include, but are not limited to:

- i. Slurred speech, smell of alcohol or marijuana
- ii. Physical loss of control, such as stumbling or violent behavior.
- iii. Psychological loss of control, such as paranoia, rambling or incoherent speech, diminishing consciousness, or loss of touch with reality.
- iv. Signs of emotional stress, such as argumentative or unusually aggressive behavior.
- v. Detection of paraphernalia related to alcohol and/or illegal drugs.
- vi. Detection of alcohol/illegal drugs/prescription drugs not prescribed for the individual on Company premises or the individual.
- vii. Unusual or repeated injury on the job or damage to property not readily explained by work conditions.
- viii. Criminal behavior relative to illegal drug activity.
- B. Post Accident/Incident

Testing shall be administered after involvement in an accident/incident or potentially dangerous near-miss accidents, while performing job-related duties on or off Company property of the following individuals:

- i. Employees injured on the job if (a) the injury is serious enough to require medical treatment beyond first aid and (b) the injured employee's actions or omissions reasonably could have been a contributing factor to the accident/injury or
- ii. Employees whose actions or omissions reasonably could have been a contributing factor in the case of an accident involving only property damage or
- iii. Employees whose actions or omissions reasonably could have been a contributing factor to a potentially dangerous "near miss" in terms of injury or property damage, or

- iv. Employees covered by the agreement_whose actions or omissions reasonably could have been a contributing factor to another individual's personal injury
- 2) Customer Alcohol and Drug Testing
  - A. Systematic random testing, without notice, is applicable to sensitive individuals and employees required to maintain a government clearance or special program access, who are those employees who are granted access, subject to program or customer requirements. This random testing for special programs or customer requirements shall not be construed to apply to any other departments, classifications, individuals or programs where random testing is not a requirement.
  - B. Any other drug and/or alcohol testing required by the Department of Defense (DoD), Department of Transportation (DOT), and/or other federal agency regulations shall be in accordance with the applicable regulations.
- 3) Alcohol and Drug Testing
  - A. Consent No alcohol and drug test may be administered, without the written consent of the person being tested (See Attachment A). Employees have the right to speak with a Union representative prior to testing, if requested by the employee. Because time is of the essence, the conversation with the Union representative shall not delay the alcohol or drug test, therefore, the Company's physician or designee will administer the test in the absence of the Union representative if in their opinion the test could be compromised by waiting for the representative to be present. Refusing to consent and/or submit to an alcohol and/or drug test is considered insubordination and shall subject the employee to disciplinary action, up to and including termination of employment. An employee shall be placed on suspension pending the outcome of the test if it is not readily available.
  - B. Pre-Collection Interviews- Prior to administering an alcohol and drug test, an employee may be interviewed by a Company medical representative or their designee, and information from this interview may be provided to the testing laboratory.
  - C. Chain of Custody Collection and shipment of all urine samples will follow chain of custody procedures.
  - D. Notification An employee who tests positive shall be so notified by the Company and be given an opportunity to provide the Company with an explanation for the positive alcohol or drug test. If the employee provides evidence that the positive alcohol or drug test result is due to factors other than the presence of alcohol or illegal drugs, for example improperly administered medications and/or unauthorized substances in the test specimen, the positive test result may in the determination of the Company's Medical Review Officer be disregarded and all records of the test result will be destroyed.
  - E. Confidentiality The identities of employees who have tested positive on For Cause Testing shall be limited to the extent legally and contractually permissible to those persons having a need to know.

- 4) Positive Test for Alcohol or Drugs
  - A. Employees whose blood alcohol levels are equal to or exceed 0.04 shall be deemed positive. Test results for employees shall be positive for illegal/illicit drugs, improperly administered medications and/or unauthorized substances consistent with Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratories in effect and as amended from time to time. An employee whose alcohol or drug test is positive will be considered in violation of this agreement and shall be placed on a leave as described in paragraph 5.
  - B. A second positive test will result in termination.
- 5) Leaves of Absence Following Positive Test
  - A. Treatment Required: Employees who have tested positive for drugs or alcohol in accordance with this agreement shall be placed on a leave for up to thirty (30) calendar days, consistent with the employee's treatment plan. The leave may be extended up to an additional thirty (30) calendar days if the employee presents satisfactory evidence of continuing to participate in treatment. The leave must be taken after a positive alcohol or drug test and shall be without pay. However the employee may use accrued vacation pay or personal business pay. Their benefit coverage will continue. The employee must present a release from an accredited alcohol or drug rehabilitation program to the Company's EAP representative in order to return to work. Upon return to work, they shall be tested for alcohol and drugs within the first five (5) calendar days and will be subject to random alcohol and drug testing for up to twenty-four (24) service months. Failure to comply with any of these requirements will result in the employee's positive test result will be disregarded and the associated records will be destroyed.
  - B. Treatment Not Required: If at the time of an employee's positive test result, an assessment by an accredited drug and alcohol rehabilitation program or the Company's EAP representative indicates that the employee does not meet the criteria for treatment, they will be returned to work upon completion of a five (5)-day disciplinary layoff. The positive test result will be disregarded and all records of the test result destroyed after twenty-four (24) service months, if there is no further occurrence. A second positive test within the twenty-four (24) service months will result in termination.
  - C. False Positive: In instances where an initial positive test is determined to be negative, the employee will be returned to work and shall be compensated for time lost. Any associated records will be destroyed.
- 6) Education

On an annual basis for up to two hours per employee, the Company shall train and educate the stewards and management of represented employees on alcohol and drug awareness and assistance options at the discretion of the Company's medical doctor or EAP administrator.

7) Conclusion

The parties recognize that as a contractor to the United States Government, Lockheed Martin Aeronautics Company may be directed by law, regulation or rule to implement additional programs or requirements aimed at the problem of alcohol and/or drug use. If such law regulation or rule is issued, the parties agree to meet within a reasonable time to negotiate any changes to this Agreement which

may be requested by the Company in response to the newly enacted law, regulation or rule. However, nothing in this Agreement will prevent the Company from complying with any law, regulation or rule of the United States Government. Further, employees will be responsible to notify the Company of any criminal alcohol or drug statute conviction not later than five (5) calendar days after such conviction. The Company agrees to notify the contracting agency within ten (10) calendar days after receiving notification from such employee or otherwise receiving actual notice of such conviction.

This Agreement will be incorporated into the collective bargaining agreements between the IAM and LM Aero – Palmdale in the effective date of this agreement.

#### Attachment A

I, ______, hereby authorize Lockheed Martin to conduct a breath alcohol test and/or urine drug test and use the results of that test for decisions relating to my employment, disciplinary action, or continued employment. I understand that subject to certain limitations which have been explained to me I have the right to request that a Union representative be present prior to an alcohol test and/or drug test.

Signature and Date

Witness

#### ATTENDANCE PROGRAM

Regular and punctual attendance are essential to successful business operations and employees are expected to fulfill their obligation of being on time and present for work. Therefore, to the fullest extent possible, unpaid, unexcused full or partial-day absences should be avoided and such absences should not be viewed as an entitlement or employee award. The following shall apply:

- 1. To the extent possible, the Company and the Union aspire to the consistent application of this attendance control program, treating similar situations within a department in the same manner.
- 2. Employees are expected to maintain satisfactory attendance. Employee's attendance will be routinely monitored, and appropriate action will be administered to those who exceed the program guidelines.
- **3.** "Proper Notice" in reporting an absence shall mean a phone call to HR Voice (1-866-371-1323) prior to the beginning of the employee's scheduled start time. The time and date of a recorded phone call shall be used to determine **if the employee called in prior to the beginning of their scheduled start** time. An employee shall access HR Voice with their LM People number. The Company will notify the Union if an alternative means of notification is implemented. Failure of an employee providing Proper Notice for any absence is subject to discipline **within** this **Attendance** program.
- 4. An infraction is any **unexcused** full **day unpaid** absence. A **partial unexcused absence (such as coming in late or leaving early) will count as one half (.5) an infraction.** The following absences are excused and will not be counted as an infraction: paid vacation, paid personal business, an approved medical leave of absence, an approved family medical leave of absence, an approved leave, crime victim leave, domestic violence and sexual assault victim leave, bereavement leave, jury duty, military leave, Company-initiated unpaid leave, and unpaid authorized Union business.
- 5. Upon evidence of unsatisfactory attendance, progressive discipline is triggered when an employee reaches the following:
  - a. Two (2) infractions within ninety (90) days
  - b. Three (3) infractions within one hundred eighty (180) days
  - c. Four (4) infractions two hundred seventy (270) days

In those cases where an employee trips an attendance threshold and subsequently incurs any unpaid unexcused absence within the same calendar month, the employee will automatically trigger the next level attendance threshold.

- 6. An unauthorized absence of three (3) or more consecutive working days is grounds for immediate dismissal.
- 7. Five (5) consecutive working days of unreported absence is grounds for termination as a Voluntary Termination.
- 8. Progressive discipline for violations of paragraph 5 of this Program shall be:

- a. Verbal Warning
- b. Written Warning
- c. Final Written Warning
- d. Termination
- **9.** Progressive discipline should be issued when an employee accumulates infractions as described in this Program within a twelve (12) service-month period.
- 10. Employees who have received Attendance discipline in relations to this program must utilize available paid personal business in one-hour increments prior to incurring any unpaid unexcused time during an employee's scheduled shift, resulting in an employee's personal business balance being applied until exhausted. Employees may not use vacation or combine vacation with personal business to circumvent the application of this provision. In emergency situations, management may authorize the use of vacation balances in place of infractions provided approval is granted in advance.
- **11.** When an Inclement Weather/Road Closure memorandum is issued by the Company, employees delayed for work will not receive an infraction.
- 12. Employees must be clocked in on time with no grace period.

#### CALIFORNIA JURISDICTIONAL CLARIFICATION

The purpose of this understanding is to memorialize the agreement reached between the undersigned parties with respect to the following mutual agreements.

- This agreement is applicable only between Lockheed Martin Aeronautics (the "Company") and the International Association of Machinists, District Lodge 725 (the "Union"). This agreement does not apply nor is it transferable to any other Lockheed Martin business area or successor, including, but not limited to Lockheed Martin Space Systems Company nor is it applicable to any other local of the IAM or the IAM International itself.
- 2) Contingent upon the requirements set forth in this agreement, the Company agrees to remain neutral in any officially sanctioned organizing attempt by the Union provided that the Union give the Company in writing at least sixty (60) days' notice of its intent to formally seek to represent certain Company employees.
- 3) This agreement shall only apply to the Union's officially sanctioned organizing attempts with respect to the Company's nonexempt employees engaged in the manufacturing of aircraft assemblies. It does not apply to either exempt or nonexempt employees in any other job duties or responsibilities. To the extent that the Union seeks to represent a bargaining unit of employees that perform manufacturing of aircraft assemblies combined with employees that do not perform such work, then the terms of this agreement shall no longer remain in effect and shall be null and void.
- 4) The geographic scope of this agreement shall only be applicable to the following California counties: Los Angeles, Kern, Ventura, San Bernardino and Orange. To the extent that the Union seeks to organize the Company's employees outside of these counties than the terms of the agreement shall no longer remain in effect and shall be null and void.
- 5) Unless otherwise stated above, the term of this agreement shall coincide with the term of the existing collective bargaining agreement between the Company and the Union currently scheduled to expire on March 11, 2023. This agreement shall likewise expire on March 11, 2023 and may only be renewed in writing by the mutual agreement of the undersigned parties.
- 6) The parties further agree that to the extent the Union is able to demonstrate that a majority of employees engaged in the manufacturing of aircraft assemblies in accordance with this agreement desire to be represented by the Union, through a demonstration of majority support which support shall be verified through an independent third party mutually chosen by the Company and the Union, than the Company shall voluntarily recognize the Union as the collective bargaining representative for such employees. If the Union is able to demonstrate majority support as provided herein, the parties agree to engage in collective bargaining negotiations for a new collective bargaining agreement, that any new collective bargaining agreement shall be separate and independent from any other existing collective bargaining agreement between the Company and the Union and such new agreement shall not be an accretion to an existing bargaining unit.

### MUTUAL AGREEMENT

#### HEALTHCARE LEGISLATION AND TAXATION

Recognizing the impending implementation of healthcare legislation, it is the intent of both the Company and Union that none of the benefits provided in connection with the health insurance benefits (e.g. medical, healthcare spending accounts and any applicable benefit subject to the excise tax) will cause the application of an excise or High Cost Coverage Excise Tax (Cadillac Plan Tax), as a result of providing such benefits with respect to the Patient Protection and Affordable Care Act (the "PPACA") or any other healthcare taxation legislation that may evolve over the life of this agreement.

In keeping with the intent of the parties, in the event legislation is enacted modifying the Cadillac Plan Tax or replacing the Cadillac Plan Tax with another revenue generating vehicle that has a financial impact to the Company (Cadillac Plan Tax Replacement or Replacement), the provisions of this Section shall be equally applicable to the Replacement.

Accordingly, in order to avoid such a tax or Replacement and in keeping with the intent of the parties, the Company and Union agree to meet after the tax and subsequent annual rates for the medical plan(s) have been finalized. If the actual rates for any plan(s) are shown to be above the thresholds for triggering the tax or Replacement, the parties will meet in an effort to modify such plan(s) to avoid the excise tax or Replacement.

If such discussions fail to modify such plan(s), in an effort to avoid the excise tax thresholds, then the Company has the right to modify the plan(s) up to the point where the premium falls below the threshold but no further than administratively practicable.

If the modifications to any such plan design necessary to avoid the excise tax cause the medical plan value to be less than the value under the High Deductible Health Plan (HDHP) Plan 3 for active employees, HDHP Plan 3 for pre-65 retirees and/or the Medicare Eligible Retiree Medical Plan (MERMP) for post-65 retirees, the Company has the right to discontinue such plan(s). In addition, in the event the health insurance carrier(s) on their own accord discontinue the plan(s) for any reason, the Company shall have no further obligation to offer such plan(s).

### **EMPLOYEE DISCIPLINE**

The Company maintains the right to discipline employees **for just cause** and shall apply the following categories when doing so: work performance, employee conduct, or attendance. Attendance discipline will be administered as provided in the Attendance Program. It is solely within the Company's discretion, without redress to the parties' grievance/arbitration procedures, to determine which category of discipline shall be administered.

While the Company will generally impose progressive discipline within an individual category as follows, the Company, at its discretion, may impose discipline at any of these steps depending on the nature and severity of an employee's action(s) or violation(s). An employee's record within the preceding **eighteen** (18) service-month period will be considered in instances of progressive discipline.

- 1. Verbal Reprimand- issued by management and documented in the employee's record.
- 2. Written Warning- issued by management with written documentation to the employee.
- 3. Suspension/Final Warning Without Pay- issued by management with written documentation to the employee.
- 4. Discharge issued by management.

It is understood that the Company may suspend an employee without pay pending investigation which may lead to the issuance of a disciplinary action in the form of a suspension without pay or discharge, provided the unpaid suspension shall be limited to a maximum of **two (2) weeks** with additional days of paid suspension as necessary, and that the employee shall be reinstated and paid for the missed scheduled work time should the Company decide not to take disciplinary action against the employee as a result of the investigation.

### **INCENTIVE PROGRAM**

The Company and Union acknowledge the value of giving special recognition awards for exceptional and/or significant improved performance to teams as well as individual employees where the Company, in its sole discretion, identifies an individual employee or group of employees who have made significant contribution(s) to the Company, an award may be utilized for recognizing the employee(s) in the form of a monetary or non-monetary award. This discretionary contribution may be demonstrated in a single one-time event or over a period of sustained high performance and may include an interval based award tied to the achievement of performance metrics as defined by management. The Company will notify the Union of changes to the recognition program that may occur from time to time throughout the duration of the Agreement. The Company will inform the Union when team based awards are granted.

The issuance of **a**wards will be in accord**ance** with policy and may be changed and/or eliminated without negotiation at the Company's discretion.

### MULTIPLE MACHINE OPERATION

It is understood that the scope of this agreement extends to assignments on specialized machine tools in three categories, i.e., CNC, console operated, and computer-controlled machine tools. The agreement does not include conventional machine tools, and employees will not be assigned to operate more than one conventional machine tool concurrently.

The decision to have an employee operate more than one machine will be reviewed by area supervision, Safety Engineering, and the member of the Workers Safety Committee in the department where such assignment is contemplated. An employee assigned to operate more than one machine tool concurrently may discuss questions regarding safety with such employee's immediate supervisor. The supervisor will review the operation and determine if corrective action is required. Further review will be made by the affected department manager if the employee so requests.

The Company will evaluate dual machine assignment against the following criteria:

- Daily safety check of the machines by the operator
- Primary and secondary guarding
- Geographic relationship of machines with normal route condition
- Proofed operational programs which includes program setups
- Compatibility of jobs to be worked
- Capability of employees to operate more than one machine

When an employee is assigned to operate more than one machine tool as defined above concurrently such employee will be paid a bonus of three dollars (\$3.00) per hour spent working on two (2) machine tools, and another dollar (\$1.00) per hour for each additional machine tool. The bonus is paid on the employee's hourly straight time rate of pay, for a minimum of half of the employee's scheduled shift to include overtime. When the actual time worked on more than one machine exceeds half of the employee's scheduled shift, such employee will be paid the bonus for their full shift, or the actual time worked, whichever is greater. Time worked for this purpose includes setup of the job and machine as well as operation.

- A. Example #1: If an employee assigned to the 4/10 A schedule at a rate of pay of thirty dollars per hour (\$30.00) and is operating more than one machine on a Thursday for three (3) hours, the employee will be paid \$33.00 per hour for five (5) hours and \$30.00 for five (5) hours.
- B. Example #2: If an employee assigned to the 4/10 A schedule at a rate of pay of thirty dollars per hour (\$30.00) and is operating more than one machine on a Thursday for six (6) hours, the employee will be paid \$33.00 per hour for the duration of their scheduled shift (total of 10 hours).

### **NEW TECHNOLOGY**

- 1. The Union and the Company agree that employee job security may be affected from the Company's introduction and utilization of new machinery and equipment such as automated machines and robots. It is further agreed that the utilization of the safest and most efficient machines, processes, methods and materials is to the mutual benefit of the Union, the Company and employees.
- 2. The term "new technology" shall be defined as the installation or introduction of automated manufacturing machines, robots and computer-aided manufacturing systems that cause the direct elimination of work which has been performed manually by an hourly-represented employee.
- 3. Technological advances such as those referred to in paragraph 2 (new technology) above necessitate changes that could affect jobs and the employees assigned thereto. The Company will notify the Union of new technology that will have an impact on bargaining unit members. The notification will inform the Union of anticipated schedules of new technology introduction, estimated numbers of employees directly affected, and if related training or retraining and/or reassignment of displaced employees is feasible, necessary and appropriate.
- 5. Any new job classifications created as the result of technological changes will be reviewed in advance with the Union.

### TRUCK DRIVER HOURS OF WORK AND PAY PRACTICES

This letter confirms the understanding reached by the Company and the Union during Contract negotiations regarding Truck Driver Highway Transportation (RP5503) pay practices.

All truck driver hours of work must not be out of compliance with Title 49 of the Code of Federal Regulations (CFR) for Transportation, Part 395 Hours of Service of Drivers, CHP, DOT, and DoD requirements, and all Lockheed Martin policies and procedures. If any of the aforementioned requirements change, the Company will comply with all requirements and the Parties will meet and negotiate over the effects any such changes.

- 1. The below pay practices govern long haul runs. Long haul runs are defined as runs over **150** air miles from the Palmdale Plant 10 facility **and may be subject to the business travel requirements outlined in Article 11 Section 12.**
- 2. Employees must use the Company approved tracking system to record all shift start and stop times. They must also utilize the system to track meal period and rest break start and stop times.
- 3. A driver may drive a total of 11 hours during a 14-hour period following 10 hours off duty. Management reserves the right to set shift start and stop times accordingly as operational requirements permit (within all state and federal Department of Transportation (DOT) and Company requirements).
- 4. Shift times are defined as follows while on long haul runs (all hours are calculated based on local time):
  - Employees driving between the hours of 5:45am to 4:15pm will be deemed to be on day shift.
  - Employees driving between the hours of 4:15pm to 11:00pm will be deemed to be on swing shift and will be paid a premium **identified in Article 11, Section 2.**
  - Employees driving between the hours of 11:00pm to 5:45am will be deemed to be on graveyard shift and will be paid a premium **identified in Article 11, Section.**
- 5. Employees must take a thirty (30) minute meal period no later than six (6) hours after the employee's shift has commenced. Employees **must** be relieved of all duties during the meal period. If employees are unable to take a meal period due to the availability of a safe stopping location, or driving in a remote area, they will receive an on-duty meal period equal to one (1) hour of straight time pay. The reason for on duty meal periods must be clearly documented in the driver log. On duty meal periods must also be approved in advance by Management. Any disputes arising out of the application of meal and rest periods will be subject to the grievance procedure.
- 6. In order to comply with Federal Regulations, employees must have a consecutive thirty (30) minute uninterrupted break in driving status every eight (8) hours. The thirty (30) minute break in driving time cannot be replaced with an on-duty meal period. If the driver is using an unpaid meal period to satisfy the 30 minute break in the driving status requirement, then the break must be off-duty, in the sleeper berth, on-duty non driving time or a combination thereof.
- 7. Employees will be afforded a ten (10) minute rest period for each four (4) hours of their shift.

- 8. Employees will be paid overtime at a rate of time and one half their regular hourly rate for all hours worked over nine (9) hours Monday through Thursday, eight (8) hours on working Fridays, Off-Fridays, and Saturdays, and will be paid double time for all hours worked on Sundays and approved Company Holidays (as stated in Article 10 Holidays).
- 9. The Department of Defense (DoD), customer and Company Security regulations will govern the transportation of classified materials and the requirements for sleeping in the sleeper cab of the vehicle. The requirements for sleeping in the sleeper cab of the vehicle are subject to applicable state and federal DOT requirements. When employees are unable to leave the load, either due to classified cargo or an expedited customer requirement assigned by management, both drivers will be paid a stipend of three hundred dollars (\$300) of per day.
- 10. On-site, short-haul, or local runs less than **150 air** miles from the Palmdale Plant 10 facility are subject to the regular pay practices as defined in this CBA.
- 11. When an employee is off duty and required to return to duty to monitor the classified load, or perform work operations at the destination location, the employee shall be paid in accordance with Article 11 Section 8 "Report Time and Call Back Time".

For the Company

Katie Hamilton, Labor & Employee Relations Manager

Zachary Budden, Labor & Employee Relations Director

Helin a. Cheddar

Melissa Cheddar, Labor & Employee Relations

Brittany Benincasa, Labor & Employee Relations

Kristin Mauldin, Labor & Employee Relations

Travis Reid, Production Operations Director

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Michael Cassell, Production Operations

For the Union

Richard Dees, Business Representative, IAM District 725

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David Brewer, President and Directing Business Representative, IAM District 725

Gary E. Allen, Special Representative, IAM Western Territory

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Mohammad Sharifi, Negotiating Committee

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*These calendars are for reference only.

9/80B off Fridays
Scheduled Days Off

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9/80B off Fridays Scheduled Days Off

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9/80B off Fridays Scheduled Days Off Holiday

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9/80B off Fridays Scheduled Days Off

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9/80B off Fridays Scheduled Days Off

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9/80B off Fridays Scheduled Days Off

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*These	calendars	are	for	reference	only.

9/80B off Fridays Scheduled Days Off

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9/80B off Fridays Scheduled Days Off Holiday

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9/80B off Fridays Scheduled Days Off Holiday

January									
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February									
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January											
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Scheduled Days Off

Holiday

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Scheduled Days Off

Holiday

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Scheduled Days Off Holiday

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Scheduled Days Off Holiday

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Scheduled Days Off

Holiday

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Scheduled Days Off Holiday

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Scheduled Days Off

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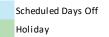
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	January									
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Scheduled Days Off Holiday

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January						February								March								
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Holiday