

## Maintenance of Overtime Records

Section 13-A. In the absence of specific departmental agreements, the following shall apply for the maintenance of overtime records.

Section 13-B. ~~Scheduled~~ Overtime hours ~~accepted~~ worked or refused will be recorded as equivalent straight-time hours. ~~Employees who accept and are scheduled to work overtime, but fail to work the overtime or fail to cancel up to one (1) hour before the start of their overtime shift will be charged double for all hours not worked.~~ Fractions of hours worked or charged will be recorded to the nearest full hour. ~~Employees who accept and are scheduled to work the overtime but fail to work the overtime may be charged with an attendance infraction consistent with Mutual Agreement No. 1 (Attendance Control Program). Employees may not elect to cover absences on overtime with paid time and may be charged with an attendance infraction consistent with Mutual Agreement No 1. (Attendance Control Program).~~

Section 13-C. The method for arriving at the charge of equivalent hours for an employee will be to compute the average hours in their overtime group. Where there is a large number of employees (forty or more) within an overtime group, the equivalent hour charge will be determined by adding the hours for every fourth employee in the group, beginning with the fourth employee in the overtime records. Stewards' overtime will not be averaged in as part of the equivalent hour charge.

1. The effective date for an overtime charge of equivalent hours will be on the date the employee establishes seniority in the classification and/or agreed to overtime group. New hires will be given an equivalent hour charge in their overtime group upon completion of their probationary period. Probationary employees will not work overtime unless all employees in their overtime group have been given an opportunity to work.
2. (a) Upon changing shifts an employee will be given a new equivalent hour charge. In the event they are returned to their former shift within the succeeding thirty (30) calendar days, they will be given their former charge plus any hours they may have been offered while on the other shift.  
  
(b) Upon changing shifts due to an approved "hardship shift change" the employee will be placed at the bottom of the overtime list for the shift to which they have been placed for the duration of the hardship period (not to exceed 28 calendar days). Upon being returned to their regular shift, the employee will be given their former overtime charge plus any hours they may have been offered while on the other shift.
3. Employees absent due to illness for thirty (30) calendar days or less will not be charged for overtime during this period even though they would have been scheduled had they been present. After an absence of thirty (30) **calendar** days or more, they will be given an equivalent hour charge upon their return to the overtime group.
4. No charge will be made for overtime not worked by an employee on authorized vacation of one (1) week or more except when the employee's request for vacation is made after assignments are scheduled. This includes the weekend just prior to the effective date of their

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vacation and the weekend just prior to their return to work. If the employee desires to work the weekend just prior to the effective date of their vacation and is scheduled to work, they will be charged.

5. Employees who are asked to perform work on holidays will be charged in the same manner as regular overtime. This agreement in no manner affects or modifies the Company's right to assign employees to holiday work.
6. Employees may not trade their scheduled overtime with other employees but must work their regularly scheduled overtime or be charged as having worked.
7. Overtime for stewards will be administered as follows:

- A. When elected to a steward position, the employee will remain on their departmental overtime list and will be listed on a separate steward overtime list. As a result, stewards may have more hours than other employees.

- B. (1) When overtime assignments arise, the steward will first be considered for overtime from their department overtime list along with other employees in the department. If the steward is offered overtime during this step, they will be charged for overtime worked or refused on the departmental overtime list.

- (2) If the steward is not offered overtime from their departmental overtime list and the steward overtime requirements stated in sub-paragraph 9 are met, they will be offered overtime under that agreement as a steward. Overtime worked or refused during this step will be recorded on the steward overtime list.

- (3) Overtime worked by an employee appointed as a temporary steward will be recorded following the same procedure established in sub-paragraphs B(1) and B(2) of this Section.

- C. Refusal by a steward or a temporary steward to work overtime from the steward overtime list shall fulfill the Company's overtime obligation to offer that employee this overtime assignment.

8. Employees who must turn down overtime assignments due to mandated reserve drills will not be charged for overtime.

9. To provide representation during overtime days, a steward will be offered an opportunity to work scheduled overtime in their department when:

- A. Ten (10) or more employees in a department are assigned to overtime, and

- B. The overtime work being performed requires one or more employees of the classification of the steward, and

- C. The steward is capable of performing such available work, and

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- D. The selection of a steward will not cause the ratio of stewards to employees to exceed one (1) to one hundred seventy-five (175) or major fraction thereof.
- E. A steward who works on an overtime day is not an additional employee to handle Union problems and the steward or temporary steward should restrict their activities to problems arising on that particular overtime day.

**Section 13-D. A loaned employee will remain on their home department's overtime list. Loaned employees may not be asked to work overtime until all employees in the "loaned to" department have been asked to work. ~~While on loan, an employee is eligible to work overtime in their home department consistent with the provisions of this Article.~~**

#### Report Pay

Section 14. In the event an employee reports for work at the start of their scheduled shift, they shall receive at least four (4) hours of work or pay in lieu thereof, unless they were notified not to report. The Company shall have satisfied the notification requirement by calling the **employee's** phone number ~~provided by the employee of record with the Company~~ at least two (2) hours before the start of the shift. The employee shall be responsible for maintaining a current telephone number with the Company. In the event an employee has been absent for any reason, **this prior to the cancellation of a regularly-scheduled shift, the minimum four (4) hour pay requirement** shall not apply unless they **employee** first contacts their supervisor and is notified when to report for work. The Company shall not be required to offer work or pay an employee in lieu thereof in case of emergency shutdown arising out of conditions over which it has no control.

#### Call-Back Pay

Section 15. In the event an employee is called back to work after they have completed their scheduled hours and after leaving the plant, they shall be guaranteed at least four (4) hours' work at the designated overtime rate and shall be paid the designated rate for all work after the first four (4) hours.

Section 16. If an employee shall fail to work their full shift, there shall be deducted from their pay the actual minute time that they fail to work.

Section 17. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

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# ARTICLE FIVE HOLIDAYS

## Holiday Pay

Section 1. Without regard for an employee's workweek schedule, the following dates are designated holidays for which the employee shall not report to work unless assigned due to insufficient volunteers for overtime:

*Union proposed MLK day & Veterans day  
Company rejected*

Year	Holiday	Date	Day	Hours
2022	Memorial Day	30-May	Monday	8
	Independence Day	4-Jul	Monday	8
	Labor Day	5-Sep	Monday	8
	Thanksgiving Day	24-Nov	Thursday	8
	Day after Thanksgiving	25-Nov	Friday	8
	Christmas Holiday	23-Dec	Friday	8
	Christmas Holiday	26-Dec	Monday	8
	Christmas Holiday	27-Dec	Tuesday	8
	Christmas Holiday	28-Dec	Wednesday	8
	Christmas Holiday	29-Dec	Thursday	8
	Christmas Holiday	30-Dec	Friday	8
2023	New Year's Day	2-Jan	Monday	8
	Memorial Day	29-May	Monday	8
	Independence Day	4-Jul	Tuesday	8
	Labor Day	4-Sep	Monday	8
	Thanksgiving Day	23-Nov	Thursday	8
	Day after Thanksgiving	24-Nov	Friday	8
	Christmas Holiday	25-Dec	Monday	8
	Christmas Holiday	26-Dec	Tuesday	8
	Christmas Holiday	27-Dec	Wednesday	8
	Christmas Holiday	28-Dec	Thursday	8
	Christmas Holiday	29-Dec	Friday	8
2024	New Year's Day	1-Jan	Monday	8
	Memorial Day	27-May	Monday	8
	Independence Day	4-Jul	Thursday	8
	Day after Independence Day	5-Jul	Friday	8
	Labor Day	2-Sep	Monday	8
	Thanksgiving Day	28-Nov	Thursday	8
	Day after Thanksgiving	29-Nov	Friday	8
	Christmas Holiday	24-Dec	Tuesday	8

*we average  
12 per year  
11 they are  
off here  
by 1*

*Company said No  
Mon - to 3 - July off*

*11*

*13*

*Company said No  
Mon - to 23-Dec off*

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	Christmas Holiday	25-Dec	Wednesday	8	
	Christmas Holiday	26-Dec	Thursday	8	
	Christmas Holiday	27-Dec	Friday	8	
	Christmas Holiday	30-Dec	Monday	8	
	Christmas Holiday	31-Dec	Tuesday	8	
2025	New Year's Day	1-Jan	Wednesday	8	
	Memorial Day	26-May	Monday	8	
	Independence Day	4-Jul	Friday	8	
	Labor Day	1-Sep	Monday	8	
	Thanksgiving Day	27-Nov	Friday	8	
	Day after Thanksgiving	28-Nov	Friday	8	12
	Christmas Holiday	24-Dec	Tuesday	8	
	Christmas Holiday	25-Dec	Wednesday	8	
	Christmas Holiday	26-Dec	Thursday	8	
	Christmas Holiday	29-Dec	Friday	8	
	Christmas Holiday	30-Dec	Monday	8	
	Christmas Holiday	31-Dec	Tuesday	8	
2026	New Year's Day	1-Jan	Thursday	8	
	Day after New Year's Day	2-Jan	Friday	8	
	Memorial Day	25-May	Monday	8	3
	Independence Day	3-Jul	Friday	8	
	Labor Day	7-Sep	Monday	8	
	Thanksgiving Day	26-Nov	Thursday	8	
	Day after Thanksgiving	27-Nov	Friday	8	
	Christmas Holiday	24-Dec	Thursday	8	
	Christmas Holiday	25-Dec	Friday	8	
	Christmas Holiday	28-Dec	Monday	8	
	Christmas Holiday	29-Dec	Tuesday	8	
	Christmas Holiday	30-Dec	Wednesday	8	
	Christmas Holiday	31-Dec	Thursday	8	
2027	New Year's Day	1-Jan	Thursday	8	
	Memorial Day	31-May	Monday	8	
Total				496	400

Section 2. To be eligible for holiday pay, an employee must have worked ~~be paid~~ at least the equivalent of one (1) full regularly scheduled shift during the week in which the holiday occurs.

Section 2-A. An employee shall receive eight (8) hours at their regular hourly rate of pay for each designated holiday regardless of the employee's work week schedule or the day of the week upon

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which the holiday occurs. In addition, an employee who works on a designated holiday shall receive two times their regular hourly rate of pay for hours worked.

~~Section 2-B. Employees working a 9/80 or 3/12 or 4/10 work schedule, may use earned vacation that has been requested and approved by their manager to supplement a paid holiday so as to receive an equivalent number of paid hours to their regular scheduled workday.~~

Section 2-B. An employee shall not receive pay for a holiday that occurs during the employee's leave of absence, layoff, or any other unpaid absence.

### Holiday Scheduling

Section 3. Should work be required on a **designated** holiday, the Company will first ask employees with the least number of cumulative overtime hours in the affected classification and department. If there is an insufficient number of volunteers, the Company will schedule employees using the same methodology until the assignment need has been satisfied. Employees who do not accept the overtime assignment will not be charged.

Section 3-A. Prior to the scheduling of holiday work, the overtime list will be updated to a current status, reflecting all overtime hours worked or refused up to the time of scheduling. In the event of multiple holidays, the overtime list shall be updated to a current status after each holiday is scheduled. Once this is done, work for the next holiday shall then be scheduled.

Section 3-B. Employees scheduled to work on a holiday shall be notified at least ~~twenty-four (24)~~ **seventy-two (72)** hours in advance of the holiday to be worked. Failure to report for work on the holiday shall result in such employee being ineligible for holiday pay. ~~and the absence will be treated like any other day in the application of the Attendance Control Program.~~

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ARTICLE SIX  
VACATION; ~~AND PERSONAL BUSINESS AND BEREAVEMENT LEAVE~~

VACATION

Employees shall be granted vacation in accordance with the following provisions.

Vacation Eligibility

Section 1. The vacation eligibility date of an employee ~~hired prior to 14 April 2003 shall be pursuant to the Agreement in effect 27 April 2000. The vacation eligibility date of an employee hired on or after 14 April 2003 shall be the calendar month and day of their last hire or rehire date into the bargaining unit.~~

Section 1-A. Absence from work with pay for authorized vacation, personal business, bereavement leave, military leave, **parental leave**, jury duty, or Grand Jury duty shall be considered as time worked for computing vacation eligibility. Unpaid full-day absences due to authorized leave for temporary union business will be considered as time worked for determining eligibility for vacation accrual when the temporary union leave is requested by the Union District Office and approved by the Company.

Vacation Accrual

Section 2. Vacation begins to accrue for each employee on the first day of hire **into the unit** and will accrue at the rate shown below for any calendar month or partial calendar month. An employee's vacation balance will be available for use immediately upon being credited with the preceding months' vacation accrual but no later than the first workday of the month following the month of accrual **in which they successfully complete ninety (90) calendar days of their one-hundred and fifty (150) one-hundred-twenty (120) calendar day probationary period.** Probationary employees shall not receive any vacation credit until the successful completion of **their ninety (90) calendar days of an employee's one-hundred-eighty (180) one-hundred-fifty (150) one-hundred-twenty (120) calendar day probationary period.** Time lost, not to exceed ninety (90) calendar days, due to occupational illness or injury shall be counted for the purpose of vacation accrual if the employee returns to the active payroll. **An employee entering this bargaining unit from another bargaining unit at the Fort Worth, TX location without loss of seniority, shall retain their original service date for the purpose of vacation accrual.**

Section 2-A. Vacation accruals are based on completed years of continuous service and become effective on the month following an employee's next vacation eligibility date.

<u>Completed Years of Continuous Service</u>	<u>Vacation Accrual</u>
0 to 8 years	6.67 hours per month
9 years to 18 years	10 hours per month
19 years or more	13.34 hours per month

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Section 2-B. The maximum vacation accrual is 400 hours and any vacation accrued in excess of 400 hours will be paid out at the end of the calendar year thereby, reducing the accrued balance to 400 hours to begin the new calendar year. Payments for excess vacation hours will be made as early as practicable in the new calendar year, which will normally be ~~is typically on~~ or before the third full pay period of the new calendar year. Any vacation time taken between the last accrual process run for the year and the payout of excess hours will be deducted from the balance prior to the payout.

#### Vacation Pay

Section 3. An employee shall be paid vacation at the regular hourly rate of pay in effect at the time the vacation is taken.

Section 3-A. Each employee upon their vacation eligibility date, shall be paid sixteen (16) hours of pay at their regular hourly rate of pay in effect at the time of the payment, exclusive of any premiums and overtime.

Section 3-B. An employee may request payment of earned personal business and/or vacation benefits while on an approved leave of absence. Such payments may be made only from those vacation and/or personal business hours that were accrued in the same calendar year when the payment was requested. Any earned personal business and/or vacation for which an employee is entitled when they are placed on leave of absence, will be compensated at the rate in effect at the beginning of the leave of absence period. ~~An E~~employee's requests for payment while on approved leave of absence for personal business and/or vacation benefits accrued in prior calendar years will be granted only for financial emergency as may be determined by the Company in its sole and exclusive discretion in accordance with Internal Revenue Code section 409A.

Section 3-C. An employee shall be paid any accrued, unused vacation upon termination from the active payroll at the employee's regular hourly rate of pay in effect at the time of the payment and as applicable shall receive the sixteen (16)-hour payment referenced in Section 3-A of this Article, prorated at the rate of 1.33 hours per month since their last vacation eligibility date.

#### Vacation Scheduling and Leave

Section 4. Production need shall be the determining factor in scheduling vacations. ~~Whether to grant or deny an employee's vacation request is at the sole discretion of the Company. Sufficient time should be provided by the requesting employee in order to obtain a response to their request, usually no later than four (4) three (3) hours before the end of the employee's previous shift. Absences taken without approved vacation shall be subject to the Attendance Control Program.~~

Section 4-A. **Employees are encouraged to request vacation as far in advance as possible, but no later than two (2) hours one (1) hour before the end of the employee's previous shift.** An employee should request a full week of vacation at least four weeks before they want their vacation to start. Preference will be given in line of seniority, if practical, in scheduling vacations. If it is deemed impractical, because of production need, to grant an employee's vacation request, the

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employee may ask that their vacation be scheduled at another time. Employees will not be forced to take a vacation.

Section 4-B. An employee may take their **approved** vacation during the year in weekly or one (1) hour increments in accordance with the provisions of this Article.

## PERSONAL BUSINESS

~~An employee shall be granted personal business with pay in accordance with the following provisions:~~

### ~~Personal Business Eligibility~~

~~Section 5. Absence from work with pay on authorized vacation, personal business, jury duty, Grand Jury duty, bereavement leave or military leave shall be considered as time worked for purposes of computing personal business eligibility. Unpaid, full day absences due to authorized leave for temporary union business will be considered as time worked for computing personal business eligibility when the temporary union leave is requested by the Union District Office and approved by the Company.~~

### ~~Personal Business Accrual~~

**Section 5. Effective 01 January 2023, employees on the active payroll shall be granted forty-eight (48) hours of personal business with pay on 01 January of each calendar year. Such employees shall receive the below prorated grant during the calendar year of their hire, recall, or return from leave of absence date:**

Month of Hire/Recall	Granted Hours
January	48.00 hours
February	44.00 hours
March	40.00 hours
April	36.00 hours
May	32.00 hours
June	28.00 hours
July	24.00 hours
August	20.00 hours
September	16.00 hours
October	12.00 hours
November	8.00 hours
December	4.00 hours

~~Section 5-A. Personal Business begins to accrue for each employee on the first day of hire and will accrue at the rate of four (4) hours per calendar month or partial calendar month. An~~  
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~~employee's personal business balance will be credited with the preceding month's personal business accrual no later than the first workday of the month following the month of accrual. Probationary employees shall not receive any personal business credit until the successful completion of ninety (90) calendar days of an employee's one-hundred-twenty (120) calendar day the probationary period. An A probationary employee's personal business balance will be available for use immediately upon being credited but no later than the first day following the month of accrual the completion of ninety (90) calendar days of an employee's ~~one-hundred-eighty (180) one-hundred and fifty (150) one-hundred-twenty (120) calendar day~~ probationary period. Time lost, not to exceed ninety (90) days, due to occupational illness or injury shall be counted for the purpose of personal business accrual if the employee returns to the active payroll.~~

Section 5-BA. Effective 01 January 2023, ~~The~~ maximum personal business accrual balance is sixty (60) ~~forty-eight (48) hours. and any personal business accrued in excess of 60 hours will be paid out at the end of the calendar year thereby, reducing the accrued balance to sixty (60) hours to begin the new calendar year.~~ **At the end of each calendar year, an employee may carry over up to twelve (12) hours of unused personal business. Balances in excess of twelve (12) hours will be paid to each employee. Pay for unused personal business leave shall be at the employee's regular base rate of pay plus shift bonus, if any, in effect at the end of the calendar year. Payments for excess unused personal business hours will be made as early as practicable in the new calendar year, which will normally be on or before the third full pay period of the new calendar year. Any personal business time taken between the last accrual process run for the year and the payout of excess hours will be deducted from the balance prior to the payout.**

#### Personal Business Pay

Section 6-A. An employee who has been granted a leave of absence as provided in Article Ten, Section 43, or terminated from the payroll shall be paid for each hour of unused personal business at the employee's regular hourly rate of pay in effect at the time of the payment.

Section 6-BA. Personal business may be taken in one-(1) hour increments. Personal business time shall be paid at the regular base rate of pay in effect for each employee at the time the personal business is taken.

#### BEREAVEMENT

##### Pay and Leave

~~Section 7. An employee shall be eligible for three (3) days of paid bereavement leave upon a death in their immediate family. To receive bereavement pay, the leave must be taken no later than ten (10) calendar days after the memorial services. Bereavement pay will not be granted for an employee's scheduled off day, holiday, or any day which the employee would have otherwise been compensated.~~

~~Section 7 A. For purposes of this Section, immediate family shall mean the following: Mother, Father, Brother, Sister, Children, Spouse, Mother in law, Father in law, Brother in law, Sister in law, Stepmother, Stepfather, Stepbrother, Stepsister, Stepchildren, Half brother, Half sister, Grandparents, or Grandchildren.~~

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~~Section 7 B. An employee shall make a request for bereavement leave before their absence to attend the memorial service when possible, or immediately upon the employee's return to work when it is not possible to do so in advance of their absence.~~

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ARTICLE TWENTY-FIVE  
GROUP INSURANCE AND HEALTH CARE BENEFITS

All group insurance, health care benefits and employee premium payments or equivalents established under the terms of the contract between the Company and the Union in effect immediately prior to the effective date of this Agreement, shall remain in full force and effect for the duration of this Agreement, except as and until modified by the agreed upon amendments set forth in the provisions of this Article. No matters respecting the group insurance and health care benefits program or any differences arising thereunder, including the rates which are established by the insurance carriers, shall be subject to the Grievance Procedure established in this Agreement.

**The terms of the Plans listed below will be summarized in separate Summary Plan Descriptions (SPDs) where applicable. Copies of the SPDs will be furnished to the Union and to each employee eligible for the Plans.**

**Section 1. MEDICAL PLANS**

The Company cost of its health benefits plans to be allowable shall be established annually as of 1 January each year of the Agreement based on past and estimated future experience as determined in accordance with accepted actuarial principles. This allowable Company cost shall include the estimated cost of any increase in negotiated health benefits since the last review and shall be applicable for the ensuing twelve months until the next annual review.

**A. Legacy Health Care Plans.**

- 1. The Aetna HMO will be available for employees hired or rehired prior to 11 July 2016 (which includes employees recalled on or after 11 July 2016 who have an original hire date prior to 11 July 2016) and reside within the Aetna Dallas/Fort Worth HMO service area. Kaiser Southern California HMO will be available for employees hired or rehired prior to 11 July 2016 (which includes recalled on or after 11 July 2016 who have an original hire date prior to 11 July 2016) and reside within the Kaiser Southern California HMO service area. If the employee resides outside of the HMO service area, the employee may contact the LM Employee Service Center to inquire if a Live/Work exception is available. The weekly contribution formula and maximums in effect prior to the effective date of the Agreement will remain in effect through 31 December 2022.**
- 2. Effective 1 January 2023, the Company will pay 87% of the premium cost of the HMO. The employee will contribute 13% of the premium. Effective 1 January 2023, the HMO maximum weekly contributions will be \$60 Employee Only / \$120 Employee +1 / \$180 Employee + 2 or More. Effective 1 January 2024, the HMO maximum weekly contributions will be \$66 Employee Only / \$132 Employee +1 / \$198 Employee + 2 or More. Effective 1 January 2025, the**

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**HMO maximum weekly contributions will be \$80 Employee Only / \$160 Employee + 1 / \$240 Employee + 2 or More.**

3. Prescription drug benefits will be provided by the HMO. Retail pharmacy will be available for up to a 30-day supply at a \$5.00 copay per covered generic prescription, a \$20.00 copay per covered preferred prescription and a \$40.00 copay per covered non-preferred prescription. Prescription Drug Mail Order service will be available for up to a 90-day supply at a \$10.00 copay per covered generic prescription, a \$40.00 copay per covered preferred prescription, and an \$80.00 copay per covered non-preferred prescription. If Kaiser Southern California HMO does not offer the prescription drug benefits described in this Section (including copays), the prescription drug benefits will be the available Kaiser Southern California HMO filed plan that is nearest to the copays agreed to in this Section. Physician visits copays will be \$20.00, emergency room copays will be \$75.00 (waived if admitted to hospital) and inpatient hospital copays will be \$150.00 per admission for covered employees and their covered dependents. Maximum covered expenses per hearing aid per ear will be \$1,000. The number of hearing aids will be limited to one aid per ear per covered employee or covered dependent during any period of three consecutive years. Employees will have coverage level options of Employee Only, Employee + 1 or Employee + 2 or More.
4. **The Aetna Point of Service (POS) will be available to employees in Fort Worth, Texas and NAS Patuxent River, Maryland hired or rehired prior to 11 July 2016 (which includes employees recalled on or after 11 July 2016, who have an original hire date prior to 11 July 2016). The weekly contribution formula and maximums in effect prior to the effective date of the Agreement will remain in effect through 31 December 2022.**
5. **Effective 1 January 2023, the Company will pay 85% of the premium cost of the POS. The employee will contribute 15% of the premium cost. Effective 1 January 2023, the POS maximum weekly contributions will be \$66 Employee Only / \$132 Employee + 1 / \$198 Employee + 2 or More. Effective 1 January 2024, the POS maximum weekly contributions will be \$73 Employee Only / \$145 Employee + 1 / \$218 Employee + 2 or More. Effective 1 January 2025, the POS maximum weekly contributions will be \$90 Employee Only / \$180 Employee + 1 / \$270 Employee + 2 or More. Employees will have coverage level options of Employee Only, Employee + 1 or Employee + 2 or More.**

**B. LM HealthWorks Plan. The LM HealthWorks medical plan currently offered to all employees will be discontinued and no longer available after 31 December 2022. The weekly contribution formula and maximums in effect prior to the effective date of the**

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