

ARTICLE THREE
JOB CLASSIFICATIONS AND WAGE RATES

Job Classifications and Wage Rate Schedules

Section 1. The job descriptions, job evaluations, job evaluation plan, rate ranges and the Glossary of Terms used for the job descriptions made a part of this Agreement shall remain in effect for the duration of this Agreement, except as new occupations or job classifications may be added under the provisions of Section 2 of this Article.

New Job Classifications

Section 2-A. It is recognized that changing conditions and circumstances may require the establishment of new occupations or job classifications within the collective bargaining unit because of the introduction of new products, changes in equipment, tooling, or in methods of manufacturing or processing of materials. Under such circumstances, the Company and Union shall negotiate the descriptions, evaluations and appropriate rate ranges for such new job classifications. Failing to agree, the Union shall have the right to file a grievance general in character **limited to the** alleged improper description, evaluation, or rate range of such job classification. Any change in description, evaluation, or rate range as a result of the grievance procedure shall be retroactive to the date of filing of such grievance. If the Union does not file a grievance within thirty (30) calendar days after the failure of the parties to agree, the description, evaluation and rate range established by the Company shall remain in effect.

Job Classification

Section 3-A. The occupational summary in each of the job descriptions shall be a brief description of the occupation. The occupational summary describes the occupation as a whole and distinguishes one occupation from other occupations. The work requirements in each job description provides the basis for determining the classification within the occupation when interpreted and applied as follows:

- (1) In determining an employee's proper job classification under the job descriptions and wage rates, the determination of whether the employee is performing the work requirements or work operations set forth in the job description shall be the governing consideration. Each classification's job description is to be interpreted and applied in its entirety as a job standards specification to define and illustrate the job requirements. Job classification assignments shall be made with the objective of attaining, as far as possible, equal pay for equal work.
- (2) Where work assignments are not specifically described, such work assignments shall be appraised and classified under the most appropriate job description by considering the relative degree of complexity or level of difficulty of said work assignments in comparison with the following:
 - (a) Assignments described in the Work Performed section of the job descriptions; and

- (b) Knowledge and ability requirements as cited in the job descriptions.
- (3) Unless expressly described in the job description, an employee shall not be required to perform all of the work operations described in a job description to be eligible for the classification. However, an employee shall not be eligible for a classification by reason of performing an isolated or singular duty described in a job description.
- (4) The normal duties of any employee may include some of the work of related jobs when required.
- (5) An employee is required to perform the work operations, duties and other distinguishing characteristics described in a job description as assigned and for which the tasks are considered customary to qualify for a classification.

Section 3-B. Subject to all provisions of this Agreement, an employee who is regularly assigned to work in an occupation with a lower labor grade may receive no more than the maximum rate established for that job classification during the period of such assignment.

Section 3-C. An employee will not refuse to perform work assigned to them even if such work is not specifically described in their job description.

Lead Duties

Section 4-A. Where the Company determines the need for a Lead arises within a department and classification, the senior employee in the department will be selected to fill such position, provided such employee is available and has met the necessary qualifications as outlined in this Section below. Lead duties do not constitute an independent job classification.

Section 4-B. Management will notify all available employees working in the department and classification where an opening for a lead position exists and allow employees seven (7) calendar days following the notification to submit a request via email for consideration to their supervisor. Untimely requests shall not be considered.

Section 4-C. Where the need to establish a lead exists within a department, the following criteria shall be used:

- 1. Consideration shall be given to employees within a department and classification, who have the technical skills and work experience within the applicable task center where the need exists.**
- 2. Employees will be evaluated by the supervisor on a 1 to 5 scale (5 is the highest score) based on job-related criteria to include technical skills, leadership qualities, communication skills, and dependability/accountability.**
- 3. Within seven (7) calendar days following selection of a lead, and prior to the notification and assigning of a lead designation to the selected employee, employee**

evaluations shall be reviewed by the departmental Senior Manager, the departmental Steward, and a Labor and Employee Relations Analyst.

4. Following the review, the employee as determined by the Company receiving the highest total score will be formally selected to fill the lead opening. In cases where there is more than one qualified employee who have tied for the high score, the most senior employee will be selected as lead.
5. Disputes arising under the application of this Section are subject to the grievance procedure consistent with Article Seven (Grievance Procedure) of this Agreement.

Section 4-D. Employees designated as leads will be subject to overtime assignment requirements, shift preference, and promotion and regression provisions of this Agreement. If an employee designated as a lead changes shift, department, or classification, their lead designation will be removed on the effective date of the move.

Section 4-E. If the Company determines there is no longer a need for the employee to perform lead duties or determines the employee is ineffective in performing lead duties, the employee will be notified in writing, and the Company will remove the employee's pay additive. The effective date of the employee's pay adjustment shall be the first Saturday immediately following the removal of the employee's lead designation.

Section 4-F. An employee designated as a lead may voluntarily give up the lead designation with a thirty (30) calendar day written notice. Employees who voluntarily give up the lead designation may not be reselected for one (1) year.

Section 4-G. An employee who is selected to perform lead duties will be laid off in line of seniority with employees in their job classification. There is no superseniority for lead employees.

Section 4-H. Lead duties include performing a specialized task while continuing to perform their normally assigned duties within their classification. The following are meant to serve only as examples of the types of tasks performed by leads and not an indication of a distinct job classification. Tasks that may be performed by employees identified as leads include but are not limited to:

1. Providing on the job training, guidance, and technical assistance regarding operations, work methods, shop and/or administrative practices, and machine or work set-ups or layouts to the workgroup.
2. Relaying management priorities and directions to assigned group.
3. Seeing that machines, tools, and equipment are properly utilized to accomplish the work at hand.
4. Imparting current or new trade, craft, or occupational knowledge in accordance with work instructions, processes, and procedures to the workgroup.

5. Transmitting information and work instructions effectively to others.

Section 4-I. Employees with less than one (1) year of seniority are ineligible to be selected as a lead under this section.

Section 4-J. Employees selected and identified by the Company to function as a Lead will receive a one dollar (\$1.00) per hour premium above the maximum of the rate range for the employee's classification. The effective date of the rate change is the move date shown on the CIES provided by the Company.

Ratification and Wage Rates

Section 5-A. Provided that each member of the Union's negotiating committee fully endorses and recommends the Company's proposal to the Union membership, and this Agreement is ratified no later than 5:00 p.m. central time on **24 April 2022**, a lump sum payment of **four thousand (\$4,000) dollars**, less applicable taxes, shall be paid to each employee who as of **April 25, 2022** is on the active payroll or on an authorized leave of absence of less than 90 days (for reasons other than union business). The entire ratification bonus may be deferred to the Hourly Savings Plan Plus 401(k) upon completion of the appropriate election form no later than **13 May 2022**. In the event that a deferral cannot be processed, this bonus will be paid less applicable taxes. Payment will be made within 60 days of ratification.

Section 5-B. Effective **02 July 2022**, the minimums and maximums of factory labor grades one (1) through fourteen (14), technical and office labor grades one (1) through fourteen (14), and the base rate of each employee on the active payroll or on approved leave of absence for less than 90 days in those labor grades shall be increased by **four percent (4.0%)** computed to the nearest one (1) cent (\$0.01) increment. **The minimum of factory labor grade fifteen (15) shall be increased to fifteen (15) dollars (\$15.00) per hour, and the maximum**, and base rate of each employee on the active payroll or on approved leave of absence for less than 90 days in this labor grade shall be increased by **four percent (4.0%)** computed to the nearest one (1) cent (\$0.01) increment, **provided that in no event shall an employee in this labor grade be paid less than fifteen (15) dollars (\$15.00) per hour.**

Section 5-C. Effective **01 July 2023**, the minimums and maximums of factory labor grades one (1) through fifteen (15) and the minimums and maximums of technical and office labor grades one (1) through fourteen (14) and the base rate of each employee on the active payroll or on approved leave of absence for less than 90 days shall be increased by **four percent (4.0%)** computed to the nearest one (1) cent (\$0.01) increment. In lieu of this general wage increase, each employee that has scheduled their retirement between 1 January **2023** and 31 December **2023** may elect a lump sum payment of **four percent (4.0%)** of the employee's gross hourly earnings for the period of **1 January 2022** through **30 December 2022**. Gross hourly earnings is defined as that portion of an eligible employee's hourly earnings for the period above, computed at the employee's working rate plus overtime premium, as applicable, on regular and overtime hours worked, and other paid hours under the provisions of this Agreement, excluding payments in lieu of personal business leave or vacation and any other payments made to the eligible employee. In order to elect to receive the lump sum in lieu of the general wage increase, a completed election form must be returned to

the Payroll office no later than 1 June **2023** or the retiring employee will receive the general wage increase and will not be eligible for the lump sum payment.

Section 5-D. Effective **29 June 2024**, the minimums and maximums of factory labor grades one (1) through fifteen (15) and the minimums and maximums of technical and office labor grades one (1) through fourteen (14) and the base rate of each employee on the active payroll or on approved leave of absence for less than 90 days shall be increased by **three percent (3.0%)** computed to the nearest one (1) cent (\$0.01) increment.

Section 5-E. Effective **28 June 2025** the minimums and maximums of factory labor grades one (1) through fifteen (15) and the minimums and maximums of technical and office labor grades one (1) through fourteen (14) and the base rate of each employee on the active payroll or on approved leave of absence for less than 90 days shall be increased by **three percent (3.0%)** computed to the nearest one (1) cent (\$0.01) increment.

Section 6. Effective 02 July 2022 the following factory and technical and office labor grade structure shall be placed in effect for employees on the payroll.

Factory and Technical and Office Labor Grade Structure

Labor Grade	Factory		Technical and Office	
	Min/Hour	Max/Hour	Min/Hour	Max/Hour
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15	\$15.00			

Section 7. Each employee shall receive at least the minimum hourly wage rate for the labor grade to which their job is classified.

Section 8. Based upon the labor grade structures set forth in this Article, the basic rate range for each of the job classifications covered by this Agreement is set forth in Appendix "A" and made a part of this Agreement.

Cost of Living

Section 9. The base rate (which does not include cost-of-living adjustment) of each employee shall be subject to periodic adjustments based on changes in the cost-of-living index as provided in this Section.

1. Cost-of-living adjustments will be determined in accordance with changes in the Consumer Price Index, United States City Average for Urban Wage Earners and Clerical Workers, (CPI-W), (United States City Average, all items, 1982-1984=100) as published monthly by the Bureau of Labor Statistics, United States Department of Labor, and hereinafter referred to as the BLS Index.
2. Cost-Of-Living Adjustment Formula and Effective Dates

Effective 25 June 2022, the first cost-of-living adjustment shall be **the existing COLA float plus an additional COLA amount of seventy-four cents (\$0.74), up to a maximum of one dollar twenty-five cents (\$1.25)**. This and all subsequent adjustments will apply to eligible employees.

The amount of subsequent adjustments (which shall be applied as per the following paragraphs) shall be one (1) cent (\$0.01) for each 0.3 point increase of the average of the BLS Consumer Price Indices for the three (3) month periods stated below at each effective date of adjustment over the BLS Index of **296.5** provided, however, that in no event shall there be a pyramiding of cost-of-living adjustments as a result of the computations.

Effective Dates of Adjustments	Based Upon Average of the Three Month BLS Consumer Price Index
9/24/2022	May, Jun, Jul 2022
12/24/2022	Aug, Sept, Oct 2022
3/25/2023	Nov, Dec 2022, Jan 2023
7/1/2023	Feb, Mar, Apr 2023
9/30/2023	May, Jun, Jul 2023
12/30/2023	Aug, Sept, Oct 2023
3/30/2024	Nov, Dec 2023, Jan 2024
6/29/2024	Feb, Mar, Apr 2024
9/28/2024	May, Jun, Jul 2024
12/28/2024	Aug, Sept, Oct 2024
3/29/2025	Nov, Dec 2024, Jan 2025
6/28/2025	Feb, Mar, Apr 2025

9/27/2025	May, Jun, Jul 2025
12/27/2025	Aug, Sept, Oct 2025
3/28/2026	Nov, Dec 2025, Jan 2026

3. "COLA float" refers to the net cost-of-living adjustment not previously incorporated into the rate range structure or the base rate of an eligible employee. All cost-of-living adjustments shall be a COLA float, except as hereinafter provided:
 - (a) Effective **02 July 2022**, and **before** applying any action prescribed in Section **5-B**, the COLA float accumulated after **26 June 2021** shall be added to the minimums and maximums of the rate ranges set forth in Article Three and to the base wage rate of each eligible employee.
 - (b) Effective **01 July 2023**, and after applying any action prescribed in Section **5-C**, the COLA float (if any) accumulated after **02 July 2022** shall be added to the minimums and maximums of the rate ranges set forth in Article Three and to the base wage rate of each eligible employee.
 - (c) Effective **29 June 2024**, and after applying any action prescribed in Section **5-D**, the COLA float (if any) accumulated after **01 July 2023** shall be added to the minimums and maximums of the rate ranges set forth in Article Three and to the base wage rate of each eligible employee.
 - (d) Effective **28 June 2025**, and after applying any action prescribed in Section **5-E**, the COLA float (if any) accumulated after **29 June 2024** shall be added to the minimums and maximums of the rate ranges set forth in Article Three and to the base wage rate of each eligible employee.

4. The amount of any cost-of-living adjustment shall be added to the base rate of each eligible employee and shall include the following when determining pay rates:
 - (a) Overtime Pay
 - (b) Holiday Pay
 - (c) Vacation Pay
 - (d) Personal Business Pay
 - (e) Jury Duty Pay
 - (f) Grand Jury Duty Pay
 - (g) Bereavement Pay
 - (h) Military Leave
 - (i) **Parental Leave**

5. In the event that any BLS Index referred to herein is not officially published on or before the Wednesday immediately preceding the effective date on which a cost-of-living adjustment would be made, such adjustment will be made effective the Monday following the first Wednesday such BLS Index is officially available.

6. No adjustment retroactive or otherwise shall be made because of any revision which may later be made in the published figures of the BLS Index.
7. In the event the Bureau of Labor Statistics, United States Department of Labor, changes the form and/or method of calculation of the BLS Index and publishes a new monthly index which differs from that defined in paragraph 1 of this Section, but continues to publish the BLS Index used in this Section by converting the new monthly index or by other means, such BLS Index shall continue to be used in applying paragraph 2 of this Section. In the event the Bureau of Labor Statistics publishes a new monthly index but discontinues publication of the BLS Index, the Company and the Union shall enter into negotiations with respect to a substitute cost-of-living index. The purpose of the negotiations shall be to ensure that the cost-of-living payments to be made under this Section will be as intended by the parties and shall be no less than that which would have occurred had the BLS Index continued. In the event the parties are unable to agree on a substitute index within sixty (60) days of the discontinuance of the BLS Index, the Union may file a "priority" grievance to be heard by the permanent arbitrator.
8. **By 18 November 2022**, each eligible employee who is active or on approved leave of absence for less than ninety (90) days as of **22 October 2022** shall receive a supplemental cost-of-living payment of **one-thousand dollars (\$1,000)**. **This payment may be deferred, without Company matching contribution, to the Performance Sharing Plan (PSP) upon completion of the appropriate election form which must be returned to the Payroll office no later than 14 October 2022.**
9. By **17 November 2023**, each employee who is active or on approved leave of absence for less than ninety (90) days as of **21 October 2023** shall receive a supplemental cost-of-living payment of **one-thousand dollars (\$1,000)**.
10. By **15 November 2024**, each employee who is active or on approved leave of absence for less than ninety (90) days as of **19 October 2024** shall receive a supplemental cost-of-living payment of **one-thousand dollars (\$1,000)**.
11. By **21 November 2025**, each employee who is active or on approved leave of absence for less than ninety (90) days as of **25 October 2025** shall receive a supplemental cost-of-living payment of **one-thousand dollars (\$1,000)**.
12. The payments in Section 9, Paragraphs 8, 9, 10, **and** 11 may be deferred, without Company matching contributions, to the Performance Sharing Plan (PSP), **and for payments in Paragraphs 9, 10, and 11 to the Health Savings Account (HSA)** upon completion of the appropriate election form which **must be returned to the Payroll office no later than sixty (60) calendar days prior to the specified payment dates**. A deferral election will remain active for the duration of this Agreement unless cancelled by the employee.

Personal Rates

Section **10**. Should an employee's basic wage rate be in excess of the maximum rate for the labor grade of the employee's job classification, such rate shall be designated as the employee's personal rate and shall not be changed unless the employee is subsequently assigned to job duties covered by a different job classification. If an employee holding a personal rate is classified to job duties covered by a different job classification, and, within thirty-five (35) calendar days thereafter is reclassified to the job duties covered by the job classification under which they formerly received a personal rate, they shall have such personal rate restored effective the payroll period immediately following such reassignment. Assignment of an employee to job duties covered by a different job classification shall not be made for the purpose of avoiding the payment of the personal rate. The Company shall endeavor, whenever practicable, to find jobs in higher rated job classifications for employees with personal rates.

Progression within Rate Ranges

Section **11**. Automatic Rate Progression increases shall be effective the second Saturday in **February**, **May**, **August**, and **November** for all active employees and employees who have been on a leave of absence for less than thirty (30) consecutive calendar days prior to the effective date of the Automatic Rate Progression who are below the maximum of their classification and who have been on the active payroll for the full Automatic Rate Progression period. The base rate of pay shall be increased twenty-five cents (\$0.25) per hour on the above dates (or such lesser amount as is necessary to bring the rate to the maximums) until the applicable maximum for the classification is reached. If the last automatic increase takes an employee's rate to a point within **ten cents (\$0.10)** of the maximum rate of their job classification, they shall be granted such additional increase.

Shift Premium

Section **12**. Employees assigned to the second shift of a 5/40, 9/80, or 3/12 workweek schedule shall receive **one dollar (\$1.00)** per hour above their regular hourly rate of pay. Employees assigned to third shift of a 5/40 workweek schedule shall receive ten cents (\$0.10) per hour above their regular hourly rate of pay for eight (8) hours, but shall work only six (6) hours and thirty (30) minutes for eight (8) hours of pay. Employees assigned to the third shift of a 9/80 workweek schedule shall receive ten cents (\$0.10) above their regular hourly rate of pay for nine (9) hours, but shall work only seven (7) hours and eighteen (18) minutes for nine (9) hours of pay.

ARTICLE FOUR

HOURS OF WORK AND OVERTIME

Section 1-A. The established shifts, **including shift start and stop times**, will not be changed without a prior thirty (30) calendar days' notice to the Union. **Before an established work schedule is changed, the Company and the Union will meet to discuss its implications and effects on employees for a period no longer than sixty (60) calendar days. After the sixty (60) calendar day period, or sooner if the parties agree, the work schedule will change after thirty (30) calendar days' notice to the affected employees. The Union shall not unreasonably refuse to agree to the implementation of an established work schedule where it is based on legitimate business reasons and/or operational requirements and will use its best efforts to secure the cooperation of the affected employees.**

Additional Work Schedule Flexibility

Section 1-B. The standard work schedule is based on a 5/40 schedule. The Parties have discussed and recognize the F-35 program is a dynamic business. The Parties are also committed to being responsive to business dynamics and customer requirements and have a mutual interest in positioning the Fort Worth facility to be responsive to changing events and customer requirements. This could include, but is not limited to, an increase in production rate, non-standard production requirements (aircraft configuration changes), or other requirements that go beyond the Fort Worth facility's current capacity. To that end, the Company and Union agree to discuss possible solutions involving additional work schedules to meet customer requirements and expectations. The solutions will be mutually agreeable to both the Company and the Union and position the workforce to successfully meet customer requirements, expectations, and demands.

Section 2. For pay purposes:

- A. The shift-starting time at which an employee is directed to report for work on a Monday (Tuesday when Monday is a holiday) shall establish 1) the employee's shift starting time for the week in which the Monday falls and 2) the "standard day" for the employee's regular work week for the purpose of determining overtime within each standard day. However, nothing in this Section shall preclude a change in the employee's shift and/or starting time during the week. Where an employee is assigned to hours other than those of an established shift, the employee will be considered to be on the shift in which the majority of their first eight hours fall.
- B. The standard day shall be from the beginning of the established regular shift to the beginning of the same shift on the next working day for each employee. For example, a standard Monday is from 3:45 p.m. Monday to 3:44 p.m. Tuesday.
- C. Saturday - An employee is considered to be working Saturday if they report for scheduled work during the calendar Saturday – midnight Friday to midnight Saturday. This applies in principle to employees working alternative work schedules, where their off-day may be other than Saturday.
- D. Sunday - An employee is considered to be working Sunday if they report for scheduled work during the calendar Sunday – midnight Saturday to midnight Sunday. This applies in principle to employees working alternative work schedules, where their off-day may be other than Sunday.
- E. Continuous Working Hours – When an employee continues working after completion of their regularly scheduled shift hours, all continuous hours for the remainder of the standard day are to be computed as a part of that standard day for overtime purposes.
- F. Early Overtime – Hours worked by an employee before the start of their shift will be computed as additional hours to the previous standard day.

- G. Holidays – An employee is considered to be working during a holiday if they report for the scheduled work during that holiday from midnight to midnight.
- H. The accounting workweek starts at midnight Friday and continues for one-hundred sixty-eight (168) hours until midnight the following Friday.
- I. The effective date for all rate changes within this Agreement shall be the beginning of the accounting work week as defined in paragraph “H” of this Section.

5/40 Work Schedule

Section 3-A. The 5x40 work schedule consists of forty (40) hours (32.5 hours for third shift) of five (5) consecutive days, Monday through Friday. The work week for employees assigned to the boiler-house operations may be any consecutive five (5) days.

Section 3-B. On first and second shifts, eight (8) hours of work within nine (9) consecutive hours will constitute a regular day's work. On third shift, six and one-half (6-1/2) hours of work within seven and one-half (7-1/2) hours shall constitute a regular day's work.

5/40 Work Schedule for First and Second Shift

	M	Tu	W	TH	F	M	T	W	TH	F	
	HOURS										Total for Workweek
5/40 Work Schedule											
Monday – Friday	8	8	8	8	8						40

5/40 Work Schedule for Third Shift

	M	Tu	W	TH	F	M	T	W	TH	F	
	HOURS										Total for Workweek
5/40 Work Schedule											
Monday – Friday	6.5	6.5	6.5	6.5	6.5						40

5/40 Overtime Pay

Section 4-A. Work in excess of eight (8) hours on first and second shifts shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate.

Section 4-B. Work in excess of six and one-half (6-1/2) hours on the third shift shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate.

Section 4-C. Work performed in excess of eleven (11) hours in a workday by first and second shift employees shall be paid at double the hourly straight-time rate. Work performed in excess of nine and one-half (9-1/2) hours in a workday by third shift employees shall be paid for at double the hourly straight-time rate.

Section 4-D. Work performed on an employee’s sixth (6th) workday during the same workweek for the first and second shifts shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate for the first eight (8) hours and two (2) times the hourly straight-time rate thereafter.

Section 4-E. Work performed on an employee’s sixth (6th) workday during the same workweek for third shift shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate for the first six and one-half (6-1/2) hours and two (2) times the hourly straight-time rate thereafter.

Section 4-F. Work performed on an employee’s seven (7th) workday during the same workweek shall be paid at the rate of two (2) times the employee's hourly straight-time rate.

5/40 Pay Computation Examples

Section 5. The following examples are for illustration purposes only. Section 2 of this Article defines the work schedule as it applies to pay calculation for these examples.

Example I: Monday – Friday with In-Week Overtime

M thru F	Sa	Su	M	Tu	W	Th	F	Sa	Su
			5:00	5:00					
7:00 7:00					7:00	7:00	7:00		
3:45 3:45			3:45	3:45	3:45	3:45	3:45		

The first eight (8) hours from 5:00 a.m. to 1:45 p.m. on Monday and Tuesday are paid at straight-time and the last two (2) hours each day from 1:45 p.m. to 3:45 p.m., are paid at time and one-half for the hours worked over eight.

Example II: Monday – Friday with Sunday and In-Week Overtime

M thru F	Sa	Su	M	Tu	W	Th	F	Sa	Su
			1:45						
3:45 3:45		3:45		3:45	3:45	3:45	3:45		
12:15 12:15		12:15	12:15	12:15	12:15	12:15	12:15		

The hours from 3:45 p.m. Sunday to 12:15 a.m. Monday are paid at double time (Sunday Shift). On Monday, the first eight (8) hours, from 1:45 p.m. to 10:15 p.m. are paid at straight-time and the last two (2) hours from 10:15 p.m. to 12:15 a.m., are paid at time and one-half for the hours worked over eight.

Example III: Monday – Friday with Sunday Overtime

M thru F	Sa	Su	M	Tu	W	Th	F	Sa	Su
					5:00	5:00			5:00
7:00 7:00			7:00	7:00			7:00		
									1:45
3:45 3:45			3:45	3:45	3:45	3:45	3:45		

On Wednesday, the two (2) hours from 5:00 a.m. to 7:00 a.m. are paid at time and one-half for Tuesday, which is still within the twenty-four (24) hours from the start of the employee's established start time for the week. The hours from 7:00 a.m. to 3:45 p.m. are paid at the straight-time rate.

On Thursday, the two (2) hours from 5:00 a.m. to 7:00 a.m. are paid at time and one-half for Wednesday, which is still within the twenty-four (24) hours from the start of the employee's established start time for the week. The hours from 7:00 a.m. to 3:45 p.m. are paid at the straight-time rate.

On Sunday, the eight (8) hours from 5:00 a.m. to 1:45 p.m. are paid at double time, which is the employee's seventh day in this example.

Example IV: Tuesday – Saturday with Sunday Overtime (Boiler House)

T thru Sa	Sa	Su	M	Tu	W	Th	F	Sa	Su
						5:00	5:00		5:00
7:00 7:00				7:00	7:00			7:00	
									1:45
3:45 3:45				3:45	3:45	3:45	3:45	3:45	

On Thursday, the two (2) hours from 5:00 a.m. to 7:00 a.m. are paid at time and one-half for Wednesday, which is still within the twenty-four (24) hours from the start of the employee's established start time for the week. The hours from 7:00 a.m. to 3:45 p.m. are paid at the straight-time rate.

On Friday, the two (2) hours from 5:00 a.m. to 7:00 a.m. are paid at time and one-half for Thursday, which is still within the twenty-four (24) hours from the start of the employee's established start time for the week. The hours from 7:00 a.m. to 3:45 p.m. are paid at the straight-time rate.

On Saturday (the employee's fifth work day) the hours from 7:00 a.m. to 3:45 p.m. are paid at the straight-time rate.

On Sunday (the employee's sixth work day) the eight (8) hours from 5:00 a.m. to 1:45 p.m. are paid at time-and-one-half rate.

9/80 Work Schedule

Section 6-A. The 9/80 work schedule consists of eighty (80) hours (64.9 hours for third shift) in a two (2)-week schedule of nine (9)-hour shifts Monday through Thursday and an eight (8)-hour shift on an alternating Friday.

Section 6-B. On first and second shifts, nine (9) hours of work within ten consecutive hours-will constitute a regular day's work. On third shift, seven and three-tenths (7-3/10) hours of work within eight (8) hours shall constitute a regular day's work. The 9/80 work Friday is a shift that consists of eight (8) hours of work performed within a period of nine (9) consecutive hours, except for third shift which will be six and one-half hours (6-1/2) of work performed within a period of seven (7) hours, shall constitute a regular day's work.

9/80 Work Schedule for First and Second Shift

	M	Tu	W	TH	F	M	T	W	TH	F	
	HOURS										Total for Workweek
9/80 Work Schedule											
First Week	9	9	9	9	4						40
Second Week					4	9	9	9	9	Off	40

9/80 Work Schedule for Third Shift

	M	Tu	W	TH	F	M	T	W	TH	F	
	HOURS										Total for Workweek
9/80 Work Schedule											
First Week	7.3	7.3	7.3	7.3	3.65						40
Second Week					3.65	7.3	7.3	7.3	7.3	Off	40

9/80 Overtime Pay

Section 7-A. Work in excess of nine (9) hours Monday through Thursday and work in excess of eight (8) hours on the scheduled On-Friday on first and second shifts shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate.

Section 7-B. Work in excess of seven and three-tenths (7-3/10) hours on third shift shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate.

Section 7-C. Work performed in excess of eleven (11) hours in a workday by first and second shift employees shall be paid at double the hourly straight-time rate. Work performed in excess of nine and one-half (9-1/2) hours in a workday by third shift employees shall be paid at double the regular hourly rate.

Section 7-D. Work performed on Saturday or the scheduled off-Friday of week two for first and second shifts shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate for the first eight (8) hours and two (2) times the hourly straight-time rate thereafter.

Section 7-E. Work performed on Saturday or the scheduled off-Friday of week two for third shift shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate for the first seven and three-tenths (7-3/10) hours and two (2) times the hourly straight-time rate thereafter.

Section 7-F. Work performed on Sunday shall be paid at the rate of two (2) times the employee's hourly straight-time rate.

9/80 Pay Computation Examples

Section 8. The following examples are for illustration purposes only. Section 2 of this Article defines the work schedule as it applies to pay calculation for these examples.

Example I: Monday – Friday (1st week of the 9/80 schedule) with In-Week Overtime

M thru F	Sa	Su	M	Tu	W	Th	F	Sa	Su
			4:00	4:00					
6:00 6:00					6:00	6:00	6:00		
3:30 3:30			3:30	3:30	3:30	3:30	2:30		

The first nine (9) hours from 4:00 a.m. to 1:30 p.m. on Monday and Tuesday are paid at straight-time and the last two (2) hours each day from 1:30 p.m. to 3:30 p.m. are paid at time-and-one-half for the hours worked over nine.

Example II: Monday – Friday (1st week of the 9/80 schedule) with Sunday and In-Week Overtime

M thru F	Sa	Su	M	Tu	W	Th	F	Sa	Su
			12:30						
2:30 2:30		2:30		2:30	2:30	2:30	2:30		
12:00 12:00		12:00	12:00	12:00	12:00	12:00	11:00		

The hours from 2:30 p.m. Sunday to 12:00 a.m. Monday are paid at double time (Sunday shift).

On Monday, the first nine (9) hours from 12:30 p.m. to 10:00 p.m. are paid at straight-time and the last two (2) hours from 10:00 p.m. to 12:00 a.m. are paid at time-and-one half for the hours worked over nine.

Example III: Monday – Friday (1st week of the 9/80 schedule) with Sunday Overtime

M thru F	Sa	Su	M	Tu	W	Th	F	Sa	Su
					4:00	4:00			4:00
6:00 6:00			6:00	6:00			6:00		
									1:30
3:30 3:30			3:30	3:30	3:30	3:30	2:30		

On Wednesday, the two (2) hours from 4:00 a.m. to 6:00 a.m. are paid at time-and-one-half for Tuesday, which is still within the twenty-four (24) hours from the start of the employee’s established start time for the week. The hours from 6:00 a.m. to 3:30 p.m. are paid at the straight-time rate.

On Thursday, the two (2) hours from 4:00 a.m. to 6:00 a.m. are paid at time-and-one-half for Wednesday, which is still within the twenty-four (24) hours from the start of the employee’s established start time for the week. The hours from 6:00 a.m. to 3:30 p.m. are paid at the straight-time rate.

On Sunday, the nine (9) hours from 4:00 a.m. to 1:30 p.m. are paid at double time, which is the employee’s seventh day in this example.

3/12 Work Schedule

Section 9-A. 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. If implemented, this schedule shall apply to Fort Worth flight operations, the Test Sites (Edwards Air Force Base and Patuxent River NAS), and related support organizations.

Section 9-B. If a 3/12 work schedule is implemented beyond Fort Worth Flight Operations, the Test Sites (Edwards Air Force Base and Patuxent River NAS) and related support organizations, the 3/12 work schedule will first be staffed on a volunteer basis in seniority order. Where the need within a department, classification or skill set is not met after asking for volunteers, an agreement will be established between the Company and the Union on the method to staff the remaining needs.

Section 9-C. On first and second shifts, twelve (12) hours of work within thirteen (13) consecutive hours will constitute a day’s work. There will be no third shift.

	M	Tu	W	Th	F	Sa	Su	
	HOURS							Total Hours for Workweek
3/12 Friday-Sunday					12	12	12	36

3/12 Overtime Pay

Section 10-A. Work performed in excess of twelve (12) hours in a workday shall be paid at two (2) times the hourly straight-time rate.

Section 10-B. Work performed on Monday, Tuesday, or Wednesday shall be paid at the rate of one and one-half (1-1/2) times the hourly straight-time rate for the first twelve (12) hours and two (2) times the hourly straight-time rate thereafter.

Section 10-C. Work performed on Thursday shall be paid at the rate of two (2) times the hourly straight time rate.

Shift Preference

Section 11-A. In all shift preference moves, preference shall be given to more senior employees where in the Company's determination ability and skill are substantially equal. Where two or more departments are merged for seniority purposes, they shall be considered as one department when applying the provisions of this Section.

Section 11-B. **An** employee with a hardship will be considered at any time for a shift transfer and such request will be granted for a period not to exceed twenty-eight (28) calendar days in any twelve (12) month period provided that each steward and each manager on the affected shifts in the affected department agrees to grant the request. In no case will the approval of this request result in the involuntary displacement of an employee from one shift to another.

Section 11-C. Beginning 31 May 2022, employees may at any time during each calendar year, for reasons other than hardship, submit to their immediate supervisor or the company designee, an electronic request for a shift transfer. The Company shall maintain a shift preference list by classification and department for each shift. If an opening exists within a department, or department subsection if applicable, preference will be given by seniority to those departmental employees with an active shift preference request on file, provided that this move does not imbalance an adequate workforce.

A shift preference request once submitted may not be changed or withdrawn for six (6) months. Each request will be reviewed provided that the employee has not requested and been granted a shift transfer in the previous twelve (12) month period. However, any employee who has been granted a shift transfer and who is later moved by the company, may immediately file another shift transfer request. Once granted the employee cannot revoke the shift preference request.

The Company will make a serious effort to honor requested shift transfers within sixty (60) calendar days of the request being submitted.

If the shift request cannot be granted within that sixty (60) calendar day period within the employee's classification within the employee's home department, or home departmental subsection, if applicable, the Company will honor the requested shift transfer within thirty

(30) calendar days by bumping the lowest senior employee within the employee's classification and department, or home departmental subsection, if applicable.

Beginning 05 June 2023, and continuing annually on the first Monday in June of each year, unresolved shift preference requests that have been on file with the Company for at least twelve (12) months will be granted across departmental lines by bumping the lowest senior employee within the employee's classification, seniority permitting.

In situations where specific skills are needed on a shift, qualified employees may be retained or transferred out of sequence to obtain or retain persons of specialized skills and/or experience for a period of up to fifteen (15) calendar days. This period may also be extended with mutual agreement of the Union and Company.

In no event shall the application of this section result in employee turnover exceeding ten percent (10%) in a classification per department per shift in any three (3) consecutive calendar months excluding the annual across departmental line moves which shall not exceed 20%.

Section 11-D. Employees who are in their probationary period cannot submit shift preference requests under this Section; however, they may be moved at the Company's discretion in accordance with the provisions of Article 8 of this Agreement.

Overtime Assignment

Section 12-A. Records shall be kept of overtime hours worked by employees with the intent of equitable distribution of overtime work among employees within an occupational group, capable of performing such work.

These records shall be made available to department Stewards upon request. Employees from one classification or job from another department will not be called upon to work overtime in another classification or job in a department when employees in the classification or job in which the overtime is to be worked are available, except in case of an emergency over which the Company has no control.

1. Departments will maintain an overtime list for each classification, shift, and work schedule.
2. Departments utilizing more than one work schedule may select employee overtime assignments based on production need.

Section 12-B. When it becomes necessary for employees covered by this Agreement to work overtime, they shall not be laid off during regular working hours to equalize the time.

Section 12-C. Employees who lay off without paid coverage during their regularly scheduled work week may not be assigned to overtime work during that workweek and/or their upcoming regularly scheduled days off.

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. **Overtime hours accepted** or refused will be recorded as equivalent straight-time hours. 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).**

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 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
 - 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.

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 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, **prior to the cancellation of a regularly scheduled shift, the minimum four (4) hour pay requirement** shall not apply unless the **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.

ARTICLE TEN LEAVE OF ABSENCE

Section 1. The **Labor and Employee Relations Site Lead**, or their designee, may grant employees leaves of absence without pay and without loss of seniority for a period not to exceed thirty (30) **calendar** days **in any calendar** year. The granting or denying of such requests shall be solely at the Company's discretion.

Section 2. Leaves of absence shall in no way jeopardize the standing or rights of employees except that employees on leaves of absence for more than thirty (30) consecutive calendar days prior to the effective date of the Automatic Rate Progression (ARP) shall not be eligible for any ARP that occurs during the leave period and except as otherwise provided in Section 4 of this Article. Upon their return to service, the employee shall be assigned to their former position, or to work at least comparable to the type of work which they did immediately prior to the leave of absence, if they

are qualified and the job is available. Employees shall continue to accrue seniority during their leave of absence and placement will be made in accordance with the applicable provisions of Article Eight (Seniority), such as layoff, recall, regression or transfer.

Union Leaves

Section **3-A**. 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 776 shall be granted leaves of absence without pay for a period of one (1) **calendar** year to take care of Union business provided that such employees have had twelve (12) **calendar** months of prior continuous employment with the Company, and provided that reasonable notice of request for leave is given. The time spent on such leaves shall be counted as days absent for purposes of determining vacation and personal business leave eligibility and such eligibility shall be in accordance with Article Six (Vacation **and** Personal Business) of this Agreement. Such leave of absence may be renewed and extended from year to year upon written request from the Secretary of the Union ten (10) **calendar** days prior to the expiration **of the existing leave**.

Section **3-B**. Requests for leaves of absence to serve as full-time Union representatives for purposes other than serving District Lodge 776 will be considered on an individual basis and require approval by the **Labor and Employee Relations Site Lead**. Effective 28 April 2003, the time spent on such leaves shall be credited as service under the Lockheed Martin Retirement Plan for Certain Employees (hereinafter “the Plan”); however, this amendment will operate prospectively only and under no circumstances will time spent on such leaves prior to the effective date of this amendment be credited as service under the Plan.

Military Leave

Section **4-A**. The Company and the Union; recognizing the rights of employees under the Uniform Services Employment and Reemployment Rights Act of 1994 agree that nothing contained in this Agreement shall preclude the Company from re-employing such employees in compliance with its provisions or with related statutes.

Section **4-B**. Military leave shall be administered in accordance with **current** Company policy-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 this corporate policy on the same basis as that policy is revised with respect to non-bargaining unit employees.

Peace Corps or AmeriCorps VISTA (Volunteers in Service to America) Leaves

Section **5**. Employees who enter the Peace Corps or AmeriCorps VISTA shall be granted a leave of absence without pay for up to two (2) **continuous calendar** years, as applicable for the service. An employee who leaves their employment with the Company for this purpose shall be paid all earned, unused personal business leave as defined in Article Six (Vacation **and** Personal Business) this Agreement, pro rata vacation and/or earned vacation and shall be entitled to reinstatement with seniority accumulated to the date of their reinstatement upon return from their service in the Peace Corps or AmeriCorps VISTA, provided that the employee reports for reinstatement with the

Company within ninety (90) **calendar** days after the expiration of their service with the Peace Corps or AmeriCorps VISTA. Seniority permitting, reinstatement after service in the Peace Corps or AmeriCorps VISTA, shall be on a current basis to the classification the employee would have held had they remained **employed by** the Company.

Medical Leave

Section **6-A**. Leaves of absence for medical reasons shall be authorized for employees on the active payroll. The Company will notify the Union of any changes to the medical leave policy or processes in advance of their implementation. **Medical** leaves of absence shall be uniformly administered in a nondiscriminatory manner.

Section **6-B**. Once an employee on the active payroll becomes aware of a medical condition which is expected to require **their** absence from work for five (5) consecutive working days, they shall contact the **Third Party Administrator (TPA)** 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 **TPA** and failure to do so may result in the leave being denied and/or loss of seniority in accordance with Article Eight (Seniority), Section 12(d) and employment may cease.

Section **6-C**. Any leave of absence shall be limited to the length of time required for the employee to recover from their condition. Extensions will be granted when required by the employee's condition, providing the employee complies with all notice and reporting provisions as requested by the **TPA**. The employee must return to work on their first **full** workday that the employee is released by their treating physician to resume their job duties. Failure to do so shall **subject them to be disciplined under the Attendance Control Policy and may** result in loss of seniority on accordance with Article Eight (Seniority), Section 12 (**f**) and employment will cease. An authorized leave of absence under this Section shall not extend beyond twenty-four (24) **calendar** months from the last day worked except as otherwise provided for in Article Eight (Seniority), Section 12 (e)(2).

Section **6-D**. Upon returning from **an** authorized **medical** leave and being declared physically fit for duty, the employee shall be reinstated to a job within the employee's last job classification **that the employee held immediately preceding their leave**, if such a job is available, seniority permitting. If a job **in the employee's last classification** is not available, placement will be made in accordance with the applicable layoff, recall, regression or transfer provisions of Article Eight (Seniority).

Section **6-E**. In cases where a professional disagreement exists between the Company's medical evaluator and the employee's personal physician, this matter shall be settled in accordance with the provisions of Article Seven (Union Representation and Grievance Procedure).

Parental Leave

Section **7-A**. As soon as administratively practicable, parental leave may be granted when an employee requests an absence from work to bond with a new child that is a newborn, a newly adopted child, or a foster child that has been newly placed with the employee. To be eligible

for Parental Leave, the employee must be an active employee and have completed at least one-hundred-eighty (180) calendar days (consecutive or non-consecutive) of service before requesting a leave. Employees may be eligible for up to four (4) weeks (one (1), four (4) week continuous block or two (2), two (2) week increments) of Parental Leave within a twelve (12) month “look-back” period (rolling backward). The “look-back” period for Parental Leave eligibility is based on the date Parental Leave is to commence.

To the extent possible, employees should notify their manager of their absence from work. The employee must initiate the leave process by calling the TPA. If the leave is unforeseen, the employee must initiate the leave process as soon as practicable, but no later than the eighth (8th) calendar day of absence. If the employee does not initiate leave with the TPA within the eight (8) calendar day reporting period, any absence preceding the eight (8) calendar day reporting period may not be retroactively designated as Parental Leave, unless extraordinary circumstances prevented the employee from notifying the TPA of the leave within the eight (8) calendar day reporting period. The TPA will provide the appropriate leave documentation, process the leave request, and if approved, notify the employee’s immediate manager of the estimated duration of the leave.

While on Parental Leave, employees may also be on FML, in which case CRX-535, Family and Medical Leave, also applies. FML entitlement will run concurrently with Parental Leave from the first day of absence, provided the leave was initiated as required.

Section 7-B. The employees may work in a location that is covered by a state or local family leave law that allows the employee to take leave in shorter increments. However, if the employee returns to work prior to the completion of the two-week period the remaining Company paid parental leave for that two-week period will be forfeited.

If paid Parental Leave is available, then the employee must take that paid leave first before any unpaid leave benefits for bonding. If adoption of a previously placed foster child has been finalized, a total of four (4) weeks of Parental Leave may be taken for the combined events, If Parental Leave has not yet been exhausted for the placement of your foster child, any remaining Parental Leave must be taken within twelve (12) months of the finalization of adoption.

Section 7-C. Employees will be paid 100% of their hourly base pay up to one-hundred-sixty (160) hours during an approved Parental Leave. If an employee works in a location that is covered by a state or local paid family leave law that mandates different benefits, the employee will be paid the difference between state and local family medical leave benefits and the employee’s hourly base pay for the period of leave. The employee must apply to the state or local program office to obtain the full benefit. It is the employee’s obligation to report accurate weekly earnings based on all forms of income when applying for state or local family medical leave benefits.

Section 7-D. The Company will assume the employee received applicable state-mandated family medical leave benefits, and will reduce the employee’s pay by the state benefit, unless the employee was denied state benefits and the employee provides proof of the following:

- The employee timely applied for state family medical benefits; and
- The employee exhausted the state’s appeal process (not required if the Company determines that further appeals will not be successful).

However, the Company will not reduce pay during a state-mandated waiting period.

Benefits will continue at the normal contribution rate. Service and paid time off will continue to accrue. Company-designated holiday or shutdown days that occur while you are on Parental Leave are accounted for as part of the leave period.

Bereavement Pay and Leave

Section 8. 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 which the employee would have otherwise been compensated.

Section 8-A. For purposes of this Section, immediate family shall mean the following:

Parents - biological, adoptive, step, or foster or any other individual who stood in the 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.

Section 8-B. An employee shall make a request for bereavement leave as soon as possible – generally no later than within two (2) hours of the start of your regularly scheduled work hours.