

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**COLLINS AEROSPACE**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE  
WORKERS, AFL-CIO**

**DISTRICT LODGE 751 & LOCAL LODGE 751A**

**AT**

**Everett, WA**

**(NLRB Case Number 19-RC-215734)**

**Effective March 8, 2019 through July 15, 2022**

*Pending ratification and final proofing by the Union  
and the Company*

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1 shall be mailed to the Company not later than fifteen (15) days prior to such request  
2 that the Company take final action to terminate employment for failure to satisfy  
3 obligation.

4 **Section 2. Union Payroll Deduction.** It is agreed between the Company and the  
5 Union that any employee in the bargaining unit defined in Article 1 of this Agreement,  
6 who is or may hereafter become a member of the Union, or pays an agency fee, may  
7 authorize the collection of Union dues or agency fees by the signing of a payroll  
8 deduction form. The employee's authorization shall be irrevocable for a period of one (1)  
9 year from the date they are signed or until this Agreement expires whichever occurs  
10 sooner, irrespective of their membership status in the Union.

11 (a) This authorization and assignment shall continue in full force and effect for yearly  
12 periods beyond the irrevocable period set forth above, and such subsequent yearly  
13 period shall be similarly irrevocable unless revoked not more than thirteen (13)  
14 calendar days nor less than three (3) days prior to the date of termination of any  
15 irrevocable period hereof. Such revocation shall be affected by written notice to the  
16 Company, and a copy sent by certified mail, return receipt requested, to the Union  
17 within such ten (10) day period.

18 (b) Deduction of membership dues or agency fees shall be made in a flat sum provided  
19 there is a balance in the paycheck sufficient to cover the amount after all other  
20 deductions authorized by the employee or required by law have been satisfied. In  
21 the event of termination of employment, the obligation of the Company to collect  
22 dues or agency fees shall not extend beyond the pay period in which the employee's  
23 last day of work occurs.

24 (c) The Company shall issue Union dues, Initiation Fees, and Political Action  
25 Contributions via electronic funds transfer process only (Direct Deposit). The Union  
26 shall ensure the Company has been provided with a valid Bank Account and Routing  
27 number to set up the process. It will be the responsibility of the Union to submit all  
28 changes in Bank information to the Company immediately. The Company shall  
29 issue all reports distributed to the Union electronically. Accounts will be established  
30 for a focal designated by the Union. It will be the responsibility of the Union to submit  
31 all changes in focals to the Company.

32 (d) Collection of any back dues or agency fees owed at the time of starting deductions  
33 for any employee and collection of dues or agency fees missed because the  
34 employee's earnings were not sufficient to cover the payment of dues for a particular  
35 pay period will be the responsibility of the Union and will not be the subject of payroll  
36 deductions.

37 **Section 3. Indemnification and Hold Harmless.** The Union will indemnify and hold  
38 the Company harmless from and against any and all claims, demands, charges,  
39 complaints, or suits instituted against the Company which are based on or arise out of  
40 any action taken by the Company in accordance with or arising out of the foregoing  
41 provisions of this Article 2.

**ARTICLE 3  
MANAGEMENT RIGHTS  
AND RESPONSIBILITIES AND RULES**

**Section 1.** Except as limited or restricted by this Agreement, the Company has and shall retain the full right and responsibility of management and direction of the plant and its operations. Such rights and responsibilities of management include, but are not limited to, the right to plan, direct, control, increase, decrease, relocate, transfer operations, or discontinue operations in whole or in part; to determine the products and services to be manufactured and performed; to shift products manufactured and services performed, processes, or types of work methods in and out of the plant; to change machinery, methods and facilities, or introduce new methods, techniques, technology, processes, and/or machines and products, including the right to establish new facilities, divisions, or departments; to hire, recall, transfer, promote, lay off, discipline, suspend, or discharge employees for just cause; to require that employees perform their duties in a diligent manner and the right to establish qualitative and quantitative standards of productivity which may be enforced through progressive disciplinary action terminating in discharge; to add to or reduce the number of shifts, the schedule or number of hours to be worked and the work force, including the number of shifts and the respective starting and quitting times and the determination of the number of hours per day or hours per week the business shall operate; to determine who it shall hire, the number of employees it shall employ at any time, and the qualifications necessary for any of the jobs it may have or may create in the future; to require appropriate certifications; to allocate and assign work duties in accordance with the determination of the needs of the jobs, including to what extent any work shall be performed by employees; to implement and enforce policies, rules, and regulations affecting employees and the right to make reasonable changes to such policies, rules, and regulations and to enforce such changes, including attendance, drug and substance abuse testing, and the training of employees; to control the use of Company property and the determination of reasonable safety, health and property protection, rules, policies and methods; and to move, sell, close, liquidate, or consolidate the plant in whole or in part. These rights shall be exercised in good faith and shall not be used for the purpose of undermining this Agreement.

**Section 2.** The Company's failure to exercise any of the rights set forth above, or exercising them in a certain or particular way shall not be deemed a waiver of its right to exercise them in some other way at any future time.

**Section 3.** As outlined above, the Company shall have the right to make and enforce reasonable rules and regulations governing its operation, the manner and method of performing the work, the quality standards that it requires, the safety standards that it requires, disciplinary policies, attendance policies, drug and substance abuse policies, and any other matter, so long as such rules and regulations are not in conflict with this Agreement. The Company shall have the right from time to time to change, alter and add to such rules.

The Company has the right to promulgate and modify reasonable work rules including the Company's operating procedures, work rules, regulations, policies and codes of



1 conduct. The Company will notify the Union of any such changes before putting them  
2 into effect. The Union may grieve the reasonableness of a work rule within fifteen (15)  
3 days of the date of the Company notice to the Union of a new or modified work rule.  
4 Any such grievance must be filed at Step two of the grievance procedure. Safety,  
5 regulatory, or other changes mandated by law must be implemented immediately.

#### 6 **ARTICLE 4** 7 **UNION REPRESENTATIVE ACCESS**

8 The Business Representatives/Grand Lodge Representative of the Union shall have  
9 access to the Company facilities where bargaining unit employees are normally  
10 assigned during working hours for the purpose of conducting legitimate Union Business  
11 pertaining to this Agreement including, but not limited to, the investigation and advising  
12 in the handling of grievances, and will not interfere with the normal conduct of the  
13 Company's operation. The Company will not impose regulations which will render the  
14 intent of this provision ineffective. The Union shall keep the Company Manager of  
15 Human Resources currently informed in writing of the names of the accredited Business  
16 Representatives/Grand Lodge Representative. Access may be granted by the Site  
17 Leader or Site Human Resources and will include timely completion of the Site visitor  
18 management requirements. The necessary Company badges and credentials will be  
19 given to the Business Representatives/Grand Lodge Representative.

#### 20 **ARTICLE 5** 21 **UNION STEWARDS**

22 **Section 1. Union Steward Duties.** The Company recognizes the right of the Union to  
23 designate Union Stewards and Alternates from the Company's seniority list. The  
24 number of Union Stewards shall be a number required by the Union to assure  
25 employees in the unit ready access to a Union Steward in their assigned work location.  
26 This shall be confined to the Company's premises. It is agreed this objective can be  
27 achieved with not more than two (2) Union Stewards unless modified by mutual  
28 agreement. The Union will furnish, maintain, and provide a list of current Union  
29 Stewards and Alternates to the Company. The authority of the Union Stewards and  
30 Alternates so designated by the Union shall include the following duties and activities:

- 31 (a) The investigation and presentation of grievances to the Company or the designated  
32 Company representative in accordance with these provisions:
- 33 1. To consult with an employee regarding a question concerning this Agreement,  
34 complaint, or grievance for which the employee desires a Union Steward to be  
35 present.
  - 36 2. To investigate a complaint or grievance before presentation to the appropriate  
37 Management personnel.
  - 38 3. To present a question concerning this Agreement, complaint or grievance to an  
39 employee's immediate Manager in an attempt to settle the matter for the  
40 employee or group of employees who may be similarly affected.
  - 41 4. To meet with the appropriate Site Manager or other designated representative of  
42 the Company when necessary to adjust grievances in accordance with the

1 grievance procedure of this Agreement.

2 (b) The transmission of such messages and information, which shall originate with, and  
3 are authorized by the Union or its Officers, provided such message and information  
4 have:

5 1. been reduced to writing, or

6 2. if not reduced to writing, are of routine nature and do not involve work stoppages,  
7 slowdowns, refusals to handle goods, or any other interference with the  
8 Company's business.

9 **Section 2. Union Steward Time Off For Union Business.** Union Stewards shall be  
10 permitted time to investigate, present and process grievances on the Company property  
11 (worksite) without loss of time or pay during his/her regular working hours. The privilege  
12 of Union Stewards to leave their work during working hours without loss of pay is  
13 extended with the understanding that Union Stewards will notify Supervision of the need  
14 to leave their work, will notify Supervision upon returning to work, and will execute the  
15 proper time-keeping transaction(s). Union Stewards, however, shall not be paid by the  
16 Company for time spent handling grievances outside of his/her regular scheduled  
17 working hours. Subject to existing security regulations, Union Stewards shall have  
18 access to the Company's work areas during working hours for the purpose of  
19 investigating grievances or complaints that have arisen or attending meetings in  
20 accordance with the Grievance Procedures. Union Stewards will be devoted to the  
21 prompt handling of grievances. Any other needs of the Union Steward will not be  
22 unreasonably denied.

## 23 **ARTICLE 6** 24 **NEW EMPLOYEES**

25 **Section 1. Notice of New Employees.** The Company shall notify the appropriate  
26 Union Steward when any new Bargaining Unit employees are hired. Such notification  
27 shall be made the same day they go through Orientation and shall include the new  
28 employee's name, date of hire, and shift.

29 **Section 2. Temporary Employees.** Temporary employees will not cause the layoff or  
30 reduction in regularly scheduled working hours of any employee covered by this  
31 Agreement.

## 32 **ARTICLE 7** 33 **SENIORITY**

34 **Section 1. Definition.** Seniority of an employee is defined as the length of his/her  
35 continuous service within the bargaining unit at the current location, including time  
36 under prior ownership; provided that, the seniority of an employee in the bargaining unit  
37 on date of ratification shall include all time worked with the Company or a prior owner,  
38 irrespective of work location or position.

39 New employees shall have no seniority until they have completed a probationary period  
40 of sixty (60) days, after which their seniority date shall be their date of hire.

41 When used in this Agreement, the term "qualifications" shall mean experience, skill,

ability, and relevant disciplinary record.

**Section 2. Job Vacancies.** It is understood that seniority, defined in Article 6, Section 1, shall be what determines the filling of vacancies in the entry level position for all job classifications. It is understood that qualifications shall be what determines the promotion of employees within job classifications. When the Company determines a need to fill job vacancies, the Company will post notices electronically.

**Section 3. Layoff.** Layoff and recalls shall be made in accordance with the following procedure:

(a) In the event business needs are not sufficient to warrant maintaining scheduled employees, the Company has the right to reduce the number of employees accordingly. The Company will first request volunteers to be laid off. If an insufficient number of employees volunteer, the Company will lay off temporary employees first, probationary employees next, and full-time employees last in reverse order of seniority. This process will be implemented by classification.

(b) Employees who are laid off from their job classification may bump the junior employee in another job classification that they have previously held if qualified to perform the work.

(c) In such circumstances, affected employees will have the right to exercise any of the following options to mitigate the impact of layoff:

(1) Severance pay allowances shall be paid to employees who are laid off for an indefinite period. To be eligible for any severance pay allowance, an employee must have at least sixty (60) days seniority as of the day preceding the layoff.

(2) Severance pay allowance shall be calculated on a weekly basis (the employee's normal work week at the time of layoff) and each week's pay allowance shall consist of forty (40) times the employee's base hourly wage (including any shift or other premium pay) which the employee was paid for the last day of work preceding layoff.

(3) Severance pay allowance shall be paid weekly or as a lump sum to an eligible, laid off employee beginning on the second payday following the date the employee is laid off.

(4) The number of weeks for which an employee shall receive severance pay allowance shall be governed by the employee's seniority on the day preceding layoff as follows:

<u>Seniority (Complete years)</u>	<u>Severance weeks</u>
Sixty (60) days – Two (2) years	Four (4) weeks
Three (3) – Eight (8) years	Six (6) weeks
Nine (9) – Fifteen (15) years	Ten (10) weeks
Sixteen (16) – Twenty four (24) years	Twelve (12) weeks
Twenty five (25) years and over	Sixteen (16) weeks



- 1 (5) Medical, dental, and life insurance coverage will be provided at no cost to  
2 eligible, laid off employees for the same number of weeks they are eligible to  
3 receive severance pay, but in no case will this coverage be less than four (4)  
4 weeks.
- 5 (6) No employee, however, shall be paid a severance pay allowance for any  
6 week following the date the employee is recalled to work from layoff.
- 7 (7) No employee shall be paid the severance pay allowance more than once  
8 during this contract period; provided, however, if the total severance pay  
9 allowance to which the employee was entitled under Article 6.3.C.4 above  
10 was not paid him/her during this contract period because of his/her recall from  
11 layoff, such employee who is again laid off during this contract shall again be  
12 eligible for severance pay allowance but only for the number of weeks for  
13 which his/her total severance pay allowance was not paid because of his/her  
14 recall from layoff.
- 15 (8) No severance pay allowance will be paid to any employee who is laid off  
16 because of an act of God or a natural emergency or because of a strike at a  
17 facility of a major supplier of necessary parts.
- 18 (9) A voluntary separation program will be offered for the duration of this  
19 Agreement to any employee covered under this collective bargaining  
20 agreement, age fifty five (55) or over as of the date of separation, who  
21 volunteers and is accepted for separation under the circumstances described  
22 in Article 6. 3.C.10 below. Eligible employees who receive benefits pursuant  
23 to this program will forfeit any recall rights as outlined in the Collective  
24 Bargaining Agreement.
- 25 (10) Employees eligible for this program must be employed in a classification  
26 which is directly affected by a permanent job loss and must volunteer to  
27 substitute for another employee who would otherwise be laid off from that  
28 classification. The Company will not be required to accept any such  
29 volunteers and the total number of volunteers to be accepted will be in the  
30 sole discretion of the Company. Volunteers, if accepted, will be accepted on  
31 the basis of seniority, starting with the most senior employee in the  
32 classification.

33 The benefits under this option are:

- 34 • Severance pay defined in Article 6.3.C.4;
- 35 • Medical and dental insurance coverage will be provided to  
36 employees who participate in this voluntary layoff option and  
37 their dependents at no cost for a period of time as defined in  
38 Article 6.3.C.5

39 **Section 4. Recall.** Employees will be recalled to the position from which they were laid  
40 off in order of seniority, including any employees bumped during a layoff process.  
41 Employees who decline such offers will have no further recall rights to previous  
42 positions. Laid off employees will also be offered recall to any position for which they

are qualified. If the employee does not have the qualifications to perform the work, the Company will notify the employee and the union steward along with the reason for the same.

**Section 5. Notification of Recall.** Notification of openings for recall shall be given by the Company by certified mail to the last mailing address furnished by the employee. A copy of such notice shall also be sent to the Union. In order to preserve their recall rights, employees must notify the Company of their intent to return to work within fourteen (14) days from the date of mailing the notice of recall. The recalled employee must report to work within twenty-one (21) days from the date of mailing the notice of recall, unless a later return date is designated by the Company. If the employee does not respond as required by this section, or if the notice of recall is returned undelivered, the next eligible employee may be recalled and the notified employee will be removed from the recall list. Nothing in this section will preclude the Company from making direct contact with the employee by phone and/or the employee returning as soon as possible. Specific return dates will be determined by the Company. Failure of the employee to keep the Company advised in writing of his/her current correct address shall relieve the Company of all obligations indicated in Article 6, Section 4.

**Section 6. Notification of Layoff.** In the event of a reduction in the workforce, the Company shall notify the Union in writing at least ten (10) days prior to the reduction.

**Section 7. Suspension of Seniority Accrual.** Any bargaining unit employee who elects to take a non-bargaining unit job with the Company shall only retain seniority they earned while in the bargaining unit.

**Section 8. Preservation of Seniority.** Time off the active payroll of the Company will be counted as continuous service for employees with seniority without deduction for time lost whenever on (1) authorized non-occupational illness or injury leave; (2) return from leave to serve in the Armed Forces, National Guard or Reserve Component training; (3) an occupational illness or injury leave; (4) an authorized personal leave; (5) or layoff of twenty-four (24) months or less.

**Section 9. Loss of Seniority.** An employee shall lose his/her seniority for the following reasons:

- (a) Resignation;
- (b) Discharge for just cause;
- (c) Layoff in excess of twenty-four (24) months;
- (d) Failure to return to work at the expiration of a leave of absence, unless extension of leave has been granted by the Company;
- (e) Failure to return to work within two (2) weeks of the Company mailing the notice of being recalled from layoff, unless excused by the Company.
- (f) Retirement.
- (g) Unexcused absence from work for three (3) days without notifying the Company, and without having a reasonable and valid cause for such failure to notify, the burden of proof to be the responsibility of the employee.

**Section 10. Information Provided to Union.** The Company will furnish to the Union, upon request but not more than monthly, a list of all employees covered by this Agreement. The list will include name, address, rate of pay, job classification, date of hire and shift.

**Section 11. Probationary Period.** Each new employee hired after date of ratification shall serve a probationary period of sixty (60) days, during which time the employee shall not be subject to the just cause provision but shall enjoy all other protections of this Agreement.

**Section 12. Union Stewards.** Union Stewards appointed by the Union shall be the last laid off, or moved from their location or from their shift so long as work for them is available on that shift and location.

## **ARTICLE 8 GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1. Definition of Grievance.** A grievance is defined to be any controversy, complaint or dispute arising as to the interpretation or application of this Agreement, or effort to seek compliance with any provision of this Agreement. The parties agree to mutually work to the resolution of any grievances through prompt and good faith use of the following procedures.

**Section 2. Grievance Procedure.** The Company and the Union agree to the following system of presenting and adjusting grievances. Absent a written agreement signed by the parties, any grievance which is not presented and processed in accordance with the following steps, time limits and conditions shall not be arbitrable.

**Step One** - Any employee with a grievance must contact the immediate supervisor within ten (10) working days of knowledge of the alleged violation in order to discuss and resolve the issue. If the employee desires, the responsible Union Steward may attend this initial step. Both parties will make every effort to resolve the issue. If the complaint cannot be resolved between the parties involved, then the Union Steward or Union Representative will reduce the complaint to writing.

### **Step Two – Written Grievance.**

If the grievance is not resolved in Step 1, or if the Union wishes to file a grievance, the grievance will be reduced to writing and presented to the Company's Human Resources Representative or designee within ten (10) working days of the Step 1 discussion or knowledge of the alleged violation. All grievances resolved under Step 1 or 2 will be non-precedent setting. The grievance must include:

- i) The circumstances out of which the grievance arose shall be set forth in reasonable detail, including the nature of the grievance, the facts supporting it, and the specific relief sought;
- ii) The Article(s) of the Agreement allegedly violated; and
- iii) The remedy or correction required.

**Step Three – Meeting.**

Within ten (10) working days after receiving a written grievance, the Company's Human Resources Representative or designee will meet with the Union and the Grievant to discuss the grievance. At this Step, all parties shall be required to present all evidence and arguments relating to the grievance so that both parties can evaluate the grievance. Evidence and arguments not presented at Step 3 shall not be considered by an arbitrator. If the parties cannot resolve the grievance at the Step 3 meeting, the Company will issue its final position to the Union within ten (10) working days.

**Step 4 – Arbitration.**

In the event the grievance is not resolved at Step 3, the Union has twenty (20) working days to request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators, from which a single arbitrator shall be selected to hear the grievance. The grieving party is responsible for the fee in connection with the request for a panel. The grieving party must immediately forward a copy of the request to the other party. The parties shall take turns striking names from the list until one remains. The parties agree that an arbitrator must be selected within thirty (30) calendar days of receipt of the FMCS list. The cost of the arbitrator's fees and expenses and the cost of the arbitrator hearing, including room and transcript, shall be borne equally by the Company and the Union. Each party shall be responsible for its own expenses incurred for counsel, witnesses, preparation, travel and other incidental expenses.

**Section 3. Time Limits, Efficient Processing.** It is understood that the time limits specified herein may be extended by mutual written agreement of the parties. The Company and the Union may mutually agree to combine the grievance of an employee and other similarly affected employees in order to eliminate the need for multiple filings of grievances. The Company and the Union may mutually agree in writing to waive any prior step of the grievance procedure and proceed directly to the next step of the grievance procedure. If a grievance is not presented within the time limits set forth above, it shall be considered waived and/or withdrawn and shall not be pursued further. Any failure by the grieving party to comply with the time limits will serve to declare the grievance as settled in favor of the Company and no further action can be taken. If the Company does not answer a grievance or an appeal within the specified time limits or any agreed extension thereof, the grieving party may elect—but is not required—to treat the grievance as denied at that Step and immediately appeal to the next step.

**Section 4. Arbitrator's Authority.** The arbitrator shall confine his/her decision to determination based upon the facts presented. The arbitrator shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this Agreement. The parties agree that the normal rules of mitigation of damages apply to cases involving back pay. It is understood and agreed that a decision of the arbitrator made in accordance with the requirements hereof shall be final and binding on both parties.

**Section 5.** The parties agree that any claims arising under the National Labor Relations Act, including but not limited to claims arising under Sections 8(a)(1) and



8(a)(3) of the Act, shall be subject to and resolved exclusively through arbitration under this Agreement, and arbitrators shall consider and apply the Board's then current legal standards in deciding any such claims.

## ARTICLE 9 DISCIPLINE & DISCHARGE

**Section 1. Just Cause.** The Company shall only initiate disciplinary action for just cause.

**Section 2. Progressive Discipline.** No employee will be discharged, except as hereinafter provided, unless he/she has been given written notices and a copy thereof will be given to the Union. Such notice will state the complaints of the Company. The Company agrees to use the following system of progressive discipline; provided, that both parties recognize that there are certain offenses which are so serious in nature that higher levels of discipline including immediate termination may be warranted.

1st Offense – Verbal Warning

2nd Offense - Written Warning

3rd Offense – Suspension

4th Offense – Discharge

**Section 3. Expiration of Discipline.** If an employee does not receive similar additional discipline within twelve (12) months from the day of issuance, further violations will not be used for progressive discipline. Disciplinary documents may be retained on file.

## ARTICLE 10 WORKWEEK, HOURS OF WORK, SHIFTS, OVERTIME

**Section 1. Definitions.**

(a) **Workweek:** The workweek shall commence at 12:00 a.m. on the first (1<sup>st</sup>) day in the work week which is normally Monday, and shall conclude at 11:59 p.m. on the seventh (7<sup>th</sup>) day of the work week which is normally the next following Sunday.

(b) **Workweek Schedule:** The normal workweek shall consist of eight (8) hours per day and five (5) consecutive days from Monday through Friday. Nothing in this Agreement shall be construed as a guarantee of any number of hours of work per week or hours or days per week; provided that the Company has no intention of shifting full time employees to part-time.

(c) **Shifts:**

First Shift Employees working between 5:00 a.m. and 3:30 p.m.

Second Shift Employees working between 1:30 p.m. and 12:00 a.m.

Third Shift Employees working between 10:00 p.m. and 6:30 a.m.

**Section 2. Shifts and Schedules.** In the event that the Company establishes a second (2<sup>nd</sup>) and/or third (3<sup>rd</sup>) shift, the Company shall first staff that shift with volunteers in



seniority order and to the extent that there are insufficient volunteers will reassign employees in inverse seniority order. Employees affected by shift change will be given a minimum of five (5) days' notice prior to change. Employees whose start time is changed without a shift change will be provided forty-eight (48) hours' notice.

**Section 3. Lunch and Rest Periods.** The regular work day shall be eight and a half (8.5) hours, including a thirty (30) minute unpaid lunch period and two (2) paid fifteen (15) minute rest periods at times that comply with all applicable regulations concerning lunch and rest periods.

**Section 4. Call-In.** Employees called to the Site by management for work at times other than their regularly scheduled work hours shall be paid a minimum of four (4) hours pay. For the purpose of this Section, scheduled overtime work is not to be considered call-in work.

**Section 5. Report Time.** If an employee reports for work in accordance with instructions and is subsequently sent home, he/she shall be compensated for the hours worked or four (4) hours pay, whichever is greater. Report time will not apply in case of emergency shutdowns arising out of any condition beyond the Company's control. An employee who leaves work of his/her own volition, or because of incapacity (other than industrial injury or illness), or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during that day. An employee who leaves work because of incapacity due to industrial injury or illness will be paid eight (8) hours pay.

**Section 6. Stand-By.** An employee is on "stand-by duty" when the Company schedules and assigns an employee to remain available to respond to any means of communication, (i.e. pagers, cell phones, etc.) for consultation purposes or when required to immediately report for duty upon request, outside the employee's assigned shift. Employees on stand-by duty shall be paid two dollars (\$2.00) per hour for each hour they are required to be on stand-by. If an employee on stand-by is called in to work during their assigned stand-by hours, they shall receive a minimum of two (2) hours' pay at their working rate of pay. If an employee on stand-by has been called in to work, and subsequently returns to stand-by status, they shall continue to receive the two dollar (\$2.00) per hour stand-by pay. The employee shall not receive the two dollars (\$2.00) per hour stand-by pay during any period where they are receiving their working rate of pay due to being called in for work.

**Section 7. Overtime.** Employees will be paid at time and one-half (1.5) their regular rate of pay for all hours worked on a scheduled day off; provided that if an employee has worked in excess of 40 hours the employee will be paid double-time for all hours worked on Sunday.

(a) The Company will first attempt to meet its overtime needs on a voluntary basis from among the employees who normally perform the work activity on a straight time basis throughout the week.

(b) The practice for the advance scheduling of overtime within the department and shift will be to first, ask the employee regularly assigned to either the machine, job, crew or position providing the employee is in attendance when the overtime is being

assigned. Next, ask other qualified employees in the same job classification who are in attendance when the overtime is being assigned. If sufficient volunteers are not obtained, the Company may designate any employee to satisfy remaining requirements.

**Section 8. Mandatory Overtime.** Employees shall be given forty-eight (48) hours' notice of the need to work overtime on scheduled days off. No employee shall be required to work overtime:

- (a) On or adjacent to a core holiday weekend;
- (b) On or adjacent to a full day or more of vacation; or
- (c) On more than three (3) weekend days in a calendar month.

## ARTICLE 11 COMPENSATION

### Section 1. Definitions.

- (a) **Base Rate of Pay.** An employee's hourly base rate of pay is determined under the applicable provisions, excluding all allowances, differentials, adjustments, bonuses, awards, and premiums.
- (b) **Regular Rate of Pay.** An employee's regular rate of pay includes the base rate of pay and all applicable differentials, adjustments, bonuses, awards and premiums.

**Section 2. Base Rates of Pay.** Effective upon ratification, minimum base rates of pay for each job classification shall be as follows:

	Minimum
Apprentice Mechanic	\$19.00
Mechanic	\$22.50
Senior Mechanic	\$26.00
Master Mechanic	\$32.00
Quality Inspector	\$26.00
Shipping / Receiving / Materials	\$18.50

If any employee is hired above the minimum rate, that rate will become the minimum for all employees in that classification on payroll at that time.

### Section 3. Base Rate Increases.

Wage increases will be granted as follows:

- (a) Effective April 1, 2019, each employee covered by this Agreement will have their base rate of pay increased by three percent (3%).
- (b) Effective April 1, 2020, each employee covered by this Agreement will have their base rate of pay increased by three percent (3%).
- (c) Effective April 1, 2021, each employee covered by this Agreement will have their base rate of pay increased by three percent (3%).

**Section 4. New Hires.** New employees will be paid at least the minimum rate of pay established by Section 3 for their Job Classification.

## **Section 5. Wage Differentials.**

(a) **Shift Differential.** Should the company assign employees to any shift other than the existing shift after agreement with the Union, the employees will receive a shift differential of seventy-five cents (\$.75) per hour which shall be added to his/her base rate.

(b) **Lead Pay.** Any employee assigned in a Lead capacity will receive a differential of one dollar fifty cents (\$1.50) per hour which shall be added to his/her base rate of pay.

## **Section 6.**

(a) **Promotions to Another Job Classification.** Employees promoted to another job classification will receive the greater of: (1) a ten-percent (10%) increase to their base rate of pay upon entering into a higher job classification or (2) the minimum rate of pay for the higher job classification.

(b) **Pay Upon Demotion.** The base rate of pay for employees demoted to a different job classification will be five-percent (5%) lower than their base rate but not lower than the minimum rate of pay associated with the classification to which they were demoted.

**Section 7. Temporary Duty Yonder (TDY) Assignments.** A temporary assignment will remain in effect for a period of not more than thirty (30) consecutive calendar days. In the event it is necessary to extend for a longer period, the company will request concurrence from the Union for the additional time needed. Repetitive temporary assignments shall not be used to fill a permanent job opening.

## **ARTICLE 12 HOLIDAYS**

**Section 1. Holidays.** All bargaining unit employees will be paid for the following holidays not worked:

Holiday Name	2019	2020	2021	2022
New Year's Day	Tuesday, January 1, 2019	Wednesday, January 1, 2020	Friday, January 1, 2021	Monday, January 3, 2022
Memorial Day	Monday, May 27, 2019	Monday, May 25, 2020	Monday, May 31, 2021	
Independence Day	Thursday, July 4, 2019	Friday, July 3, 2020	Monday, July 5, 2021	
Labor Day	Monday, September 2, 2019	Monday, September 7, 2020	Monday, September 6, 2021	
Thanksgiving Holiday	Thursday, November 28, 2019	Thursday, November 26, 2020	Thursday, November 25, 2021	
	Friday, November 29, 2019	Friday, November 27, 2020	Friday, November 26, 2021	
	Tuesday, December 24, 2019	Thursday, December 24, 2020	Friday, December 24, 2021	
Christmas Day	Wednesday, December 25, 2019	Friday, December 25, 2020	Monday, December 27, 2021	
	Thursday, December 26, 2019	Monday, December 28, 2020	Tuesday, December 28, 2021	
	Friday, December 27, 2019	Tuesday, December 29, 2020	Wednesday, December 29, 2021	
	Monday, December 30, 2019	Wednesday, December 30, 2020	Thursday, December 30, 2021	
	Tuesday, December 31, 2019	Thursday, December 31, 2020	Friday, December 31, 2021	
Floater Day	Floater	Floater	Floater	

Employees will be allowed to take floating holiday(s) at their discretion with supervisory approval. Floating holiday(s) will be taken in eight (8) hour increments.

**Section 2. Holiday Pay.** Employees shall receive eight (8) hours' pay for all unworked holidays at their regular rate of pay.

In order to be eligible for holiday pay, an employee must have been employed as of the date of the holiday.

**Section 3. Worked Holiday.** Employees who work on a holiday will be paid for all hours worked at the rate of one and one-half (1.5) times at their regular rate of pay plus holiday pay.

**Section 4. Holidays During Vacation.** When a holiday falls within an employee's vacation period, such holiday shall not be charged as vacation hours, but shall be received as holiday pay at the employee's regular rate of pay.

### **ARTICLE 13 VACATION**

**Section 1. Accrual of Vacation.** Vacation will be allowed to an employee continuously and actively in the employ of the Company based on the following table in each calendar year which begins January 1:

<b>Years of Continuous Service as of December 31 of the Current Calendar Year</b>	<b>Number of Paid Vacation Days</b>
1 – 9 Years	15
10 – 19 Years	20
20+ Years	25

Employees not actively at work will qualify for the current year vacation upon their return to work during the vacation year.

#### **New Hire Vacation Schedule:**

<b>Month Hired</b>	<b>Number of Paid Vacation Days</b>
January	15
February	14
March	13
April	12
May	10
June	9
July	8
August	7
September	5
October	4
November	3
December	2

Vacation days will accrue based on month of hire. No proration will occur for hires that occur after the 1<sup>st</sup> of the month.

1 **Section 2. Vacation Pay.** Hours of vacation pay shall be paid on the basis of each  
2 employee's regular rate of pay. An employee will receive vacation pay as it is taken  
3 during the year. Vacation will be used in one-half (0.5) hour increments and under such  
4 conditions permitted by Washington State Law.

5 **Section 3. Scheduling of Vacation.** For vacation scheduling purposes, the vacation  
6 year shall be the calendar year, January 1 through December 31, inclusive.

7 Employees are required to take a minimum of ten (10) days' vacation time off for  
8 vacation qualified for during the current vacation year.

9 Employees may submit their preferred choices no later than March 1 of each year.  
10 Such employee shall have the preference according to seniority. Vacation preference  
11 requests received after March 1 of each year will be considered on a "first come, first  
12 served" basis.

13 All vacation requests must be personally arranged between the employee and their  
14 immediate supervisor or manager. The Company shall approve or deny such vacation  
15 request(s) within one (1) business day.

16 **Section 4. Vacation Payout.** For employees terminating from the Company for any  
17 reason, all earned but unused vacation on the date of termination will be paid out as  
18 soon as administratively possible.

19 On an annual basis, employees will be paid for any accrued but unused vacation  
20 balances as of December 31. The payment will occur in January of the following year.  
21 Vacation days purchased under the Vacation Purchase Program will be forfeited.

22 **Section 5. Purchasing Vacation.** Provided it is available as a part of the UTC Choice  
23 Benefits offering, employees are able to purchase one to five additional vacation days  
24 with pre-tax dollars, during the annual enrollment period following the date of hire.  
25 Purchased vacation days must be used in the same calendar year for which they are  
26 purchased, and all available accrued vacation days must be used prior to any  
27 purchased vacation days. Purchased vacation days not used by the end of the calendar  
28 year will be forfeited.

## 29 **ARTICLE 14** 30 **LEAVES OF ABSENCE**

31 **Section 1. Leaves of Absence.** The Company shall comply with the provisions of all  
32 applicable federal, state, and local leave regulations.

33 **Section 2. Personal Leave.** A leave of absence may be granted for personal reasons  
34 and without pay at the sole discretion of the Company. Applications for leave and  
35 extensions shall be in writing signed by the employee.

36 **Section 3. Jury Duty.** An employee who is required to be absent on a regular work  
37 day to serve as a juror or to report for jury duty will be paid at his or her regular rate of  
38 pay for the total hours absent from work. To be eligible for time off for Jury Duty, the  
39 employee must promptly upon receipt furnish a copy of their summons to management,  
40 before the appearance, to indicate that the absence from work is necessary. In addition, the  
41 employee will provide verification of actual appearance for jury duty for each day the



employee claims jury duty pay. The employee will be permitted to keep juror fees received.

**Section 4. Bereavement Leave.** In the event of a death in the employee's immediate family, up to three (3) paid days may be granted to an employee on the active payroll who takes time off from work during his/her normal work schedule. For the purposes of this Section 4, immediate family members include the employee's spouse, child, parents, grandparents, sister, brother, grandchild, parent-in-law, grandparent-in-law, brother-in-law, sister-in-law, stepparent, stepchild, stepbrother, stepsister and legal dependent. In addition, an employee will be granted bereavement leave for a stillborn child. The Company may require reasonable documentation as proof of death or fetal death. In situations where complications such as travel and family responsibilities exist, additional time off may be granted through the Absent with Permission (AWP) policy. Any available vacation may be used whenever additional time is required or the employee may request Personal Leave.

**Section 5. Absent with Permission.** Authorized absences with permission are a privilege and are not earned rights or earned time off and are not paid out to employees upon termination. An employee may request up to thirty (30) work days of AWP in any calendar year, five (5) of which may be with pay. The approval of a request for AWP shall be at the sole discretion of the Company consistent with the Company's right to manage work schedules and operate the business in a safe and efficient manner. This includes making changes to a previously approved AWP request. A request for AWP may be approved with or without pay in accordance with the guidelines of the policy in effect at the time of the request. The Company's decision to grant or modify a request for AWP will be made in the Company's sole discretion and shall be final.

**Section 6. Sick Leave.** The Company will provide employees with its sick day policy for absences resulting from an illness, injury, surgery or pregnancy. Sick days are not to be used as personal time off. The number of eligible sick days is based on Continuous Service as of December 31 of the current calendar year.

**Section 7. Washington Paid Family and Medical Leave.** The Company intends to fully comply with the requirements of the Washington Paid Family and Medical Leave Program. Eligibility for these programs will be determined by the State and all pertinent regulations will be communicated as they are released.

**Section 8. Military Leave.** The Company will provide Military Leave and a Military Leave Pay Benefit to the extent that an employee's base pay exceeds their military base pay. Employees are eligible for the Military Leave Pay Benefit if their National Guard or Military Reserve unit is called up for active duty or for short-term training/exercises, or if an employee is drafted into the military.

**Section 9. Birth & Adoption and Parental Leave.** The Company will provide up to eight (8) weeks of paid Birth & Adoption Leave and four (4) weeks of paid Parental Leave as part of the UTC Choice benefit programs.

1 **Section 10. Leave Policy Amendments.** The policies referenced above will continue  
2 in full force and effect, for the duration of this Agreement, unless the Company changes  
3 UTC Choice benefits for salaried employees, in which case such change(s) will  
4 simultaneously be implemented for employees covered by this Agreement.

5 **ARTICLE 15**  
6 **HEALTH AND WELFARE AND RETIREMENT**

7 **Section 1. Health and Welfare Benefits.** Upon ratification, the Company shall provide  
8 to the bargaining unit employees covered by this Agreement UTC Choice health and  
9 welfare benefit plans, except as specifically set forth in this Agreement. Benefit  
10 coverage is detailed in Summary Plan Descriptions that will be made available to all  
11 employees.

12 **Section 2. Retirement Benefits.** Upon ratification, the Company shall provide to the  
13 bargaining unit employees covered by this Agreement participation in the UTC  
14 Employee Savings Plan. Plan details can be found in a Summary Plan Description that  
15 will be made available to all employees.

16 **Section 3. Benefit Amendments.** The benefits programs referenced above will  
17 continue in full force and effect, for the duration of this Agreement, unless the Company  
18 changes UTC Choice/UTC Employee Savings Plan benefits for salaried employees, in  
19 which case such change(s) will simultaneously be implemented for employees covered  
20 by this Agreement.

21 **ARTICLE 16**  
22 **EMPLOYEE SCHOLAR PROGRAM**

23 The Company agrees to offer the UTC Employee Scholar Program (ESP) for all  
24 employees covered by this Agreement.

25 The ESP will continue in full force and effect, for the duration of this Agreement, unless  
26 the Company changes the ESP for salaried employees, in which case such change(s)  
27 will simultaneously be implemented for employees covered by this Agreement.

28 **ARTICLE 17**  
29 **OUTSOURCING**

30 The Company at its Everett Landing Systems operation will notify the Union of any  
31 decision made concerning production work being outsourced no less than 10 (ten) days  
32 in advance to allow for the Union to respond. The Company and the Union will engage  
33 in any required bargaining under the law.

34 **ARTICLE 18**  
35 **BARGAINING UNIT WORK**

36 **Section 1.** The parties agree that bargaining unit work should be performed only by  
37 bargaining unit employees. Non-bargaining unit employees, including supervisors, may  
38 perform bargaining unit work when necessary due to:

- 39 1. Experimenting or testing new or modified equipment or work processes;  
40 2. Training or instructing bargaining unit employees;

1 3. Emergency situations in which the Company can demonstrate that timely delivery  
2 of customer products was essential to meet customer demand and bargaining  
3 unit employees were unavailable to perform the work within the emergent time  
4 frame.

5 In all cases, the use of non-bargaining unit employees shall be on a temporary or  
6 intermittent basis.

7 **Section 2.** The Company agrees not to utilize non-bargaining unit employees to  
8 displace or supplant bargaining unit employees or to cause a reduction in available  
9 hours of work for bargaining unit employees.

10 **ARTICLE 19**  
11 **HEALTH AND SAFETY**

12 **Section 1. Mutual Objective.** The Union and Company recognize the value of  
13 working together to maintain high standards of occupational health and safety  
14 throughout the Company. Both parties commit to work together to create an  
15 environment which promotes a positive approach to processes, attitudes and activities  
16 that achieve a workplace free of incidents, accidents and injuries. It is our intent that no  
17 employee shall be required to perform work that involves an imminent danger to health  
18 or physical safety.

19 **Section 2. Use of Safety Devices.** The Company will provide coveralls for check out  
20 and occasional day-use on dirty assignments at no cost to employee. The Company  
21 will reimburse up to one hundred (\$100.00) per year for safety shoes. Employees  
22 required to wear safety shoes will be identified by the Company. The Company will  
23 reimburse up to one hundred (\$100.00) per year for prescription eyewear.

24 **Section 3. First Aid/Emergency.** The Company will maintain emergency first aid  
25 stations/service and eye wash stations.

26 **Section 4. Transportation.** When an employee at work requires immediate medical  
27 attention due to an industrial injury/illness or exposure to hazardous agents in the work  
28 environment, the Company will ensure transportation to and from the appropriate  
29 medical facility.

30 **ARTICLE 20**  
31 **BULLETIN BOARDS**

32 **Section 1.** The Company shall supply on its premises, and in a prominent place, a  
33 Union bulletin board. This bulletin board will be used by the Union for bulletins and  
34 notices, which shall be presented to Human Resources prior to posting and confined to  
35 the following:

- 36 (a) Notices of Union recreational and social affairs.  
37 (b) Notices of Union elections.  
38 (c) Notices of Union appointments and results of Union elections.  
39 (d) Notices of Union meetings.

1 These bulletins and notices shall be used only for the purpose of notifying employees  
2 within the Bargaining Unit of Union business. Such bulletins and notices shall not be  
3 used or directed to employees out of the Bargaining Unit for Union business and shall  
4 not be used for the Union organizational activities and/or for solicitation of Union  
5 membership. Such bulletins and notices shall be either on Union stationery or clearly  
6 identified as approved Union issuances and shall bear the signature of an authorized  
7 Union officer. All Union bulletins and notices shall be posted by the Local Union Shop  
8 Steward.

9 **ARTICLE 21**  
10 **NON-DISCRIMINATION**

11 **Section 1.** Neither the Company nor the Union, in carrying out their obligations under  
12 this Agreement, shall discriminate on the basis of any legally protected category under  
13 applicable local, state and/or federal law.

14 **Section 2.** Neither the Company nor the Union shall permit or sanction their agent or  
15 representatives to coerce, intimidate, or discriminate against any employee.

16 **ARTICLE 22**  
17 **NO-STRIKE CLAUSE**

18 The Union will not call or sanction any strike, sympathy strike, slowdown, or other  
19 concerted stoppage of work during the period of this Agreement.

20 Should a strike, sympathy strike, slowdown, or other concerted stoppage of work occur  
21 not called or sanctioned directly or indirectly by the Union, the Union acting through all  
22 of its officials, upon request of the Company shall:

- 23 (a) Publicly disavow such action by the employees within forty-eight (48) hours of the  
24 Company's request;
- 25 (b) Advise the Company in writing that such action by employees has not been called or  
26 sanctioned by the Union; and
- 27 (c) Post notices on Union bulletin boards advising employees that it disapproves such  
28 action, and instructing employees to return to work immediately.

29 The obligation of the Union and its officials identified above to the Company is limited to  
30 the performance of the foregoing without further responsibility or liability for loss from  
31 such action by employees.

32 Employees participating in any strike, sympathy strike, slowdown, or other concerted  
33 stoppage of work shall be subject to discipline, up to and including discharge.

## ARTICLE 23 CONTRAVENTION OF LAW

Any provision of this Agreement that is found by a court of competent jurisdiction to be in violation of state or federal law shall be null and void. All other provisions of this Agreement shall remain in full force and effect. It is further provided that in the event any provision, or provisions, is so declared to be in conflict with such law, rule or regulation both parties shall meet within thirty (30) days for the purpose of re-negotiation of the provision so invalidated.

## ARTICLE 24 DURATION

This Agreement shall become effective as of the beginning of first shift on March 8, 2019, (which date is the date as of which this Agreement was executed, sometimes referred to as the "effective date of this Agreement") and shall remain in full force and effect until 11:59 p.m. on July 15, 2022, and shall automatically be renewed for consecutive periods of one (1) year thereafter, unless either party shall notify the other in writing, at least sixty (60) days but not more than ninety (90) days prior to July 15th, of any calendar year, beginning with 2022, of its desire to terminate the Agreement, in which event this Agreement shall terminate at midnight at the close of such July 15th, unless renewed or extended by mutual written agreement. In the case of such notice, the parties agree to meet at mutually agreed upon times and places for the purpose of negotiating a new Agreement or a written renewal of this Agreement.



On behalf of the collective bargaining unit for which, respectively, the undersigned is the certified collective bargaining agent, each of the undersigned as of the date states above and as a party to the foregoing Agreement hereby accepts and agrees to the terms and conditions thereof.

**COLLINS AEROSPACE**

**International Association of  
Machinists & Aerospace  
Workers, AFL-CIO, District  
Lodge 751**

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Andrea H. Smart  
Director, Employee & Labor  
Relations

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Jon Holden, District President &  
Directing Business Representative

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Roy Chandler  
Everett Plant Manager

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Richard Jackson  
Chief of Staff

---

Stacey Dow  
Sr. HR Business Partner

---

Greg Campos  
Business Representative

---

Ewing Concepcion  
HR Business Partner

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Robert Neamtiu  
Committee Member

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Adrian Perez  
Committee Member

**LETTER OF UNDERSTANDING #1**  
**LUMP SUM, UTC SAVINGS PLAN, OR HEALTH SAVINGS ACCOUNT**

This letter will confirm the understanding and agreement between the Company and the Union concerning a one thousand dollar (\$1,000) payment.

Following ratification of the Agreement. Employees who are on the payroll of the Company and are covered by this Agreement as of the ratification date will be provided a one thousand dollar (\$1,000) payment in 2019 no later than May, 2019. No other employee or former employee shall be eligible for this payment. This payment will be paid under the following guidelines:

1. Employees will be given the opportunity to receive this payment (less all applicable withholdings) as lump sum, or place the entire amount in the UTC Savings Plan or place the entire amount in the Health Savings Account (HSA).
2. Employees will elect the option of their choice by completing an election form which will be provided by the Company.
3. Employees who do not make such election will automatically receive a lump sum payment (less all applicable withholdings) as soon as administratively possible.

Dated: March 8, 2019

FOR THE COMPANY

\_\_\_\_\_  
Andrea H. Smart  
Director, Employee & Labor Relations

FOR THE UNION

\_\_\_\_\_  
Richard Jackson  
Chief of Staff to District 751 President

**LETTER OF UNDERSTANDING #2  
LUMP SUM, UTC SAVINGS PLAN, OR HEALTH SAVINGS ACCOUNT**

This letter will confirm the understanding and agreement between the Company and the Union concerning a five hundred dollar (\$500) payment.

Following ratification of the Agreement. Employees who are on the payroll of the Company and are covered by this Agreement will be provided a five hundred dollar (\$500) payment in 2020 no later than February, 2020. No other employee or former employee shall be eligible for this payment. This payment will be paid under the following guidelines:

1. Employees will be given the opportunity to receive this payment (less all applicable withholdings) as lump sum, or place the entire amount in the UTC Savings Plan or place the entire amount in the Health Savings Account (HSA).
2. Employees will elect the option of their choice by completing an election form which will be provided by the Company.
3. Employees who do not make such election will automatically receive a lump sum payment (less all applicable withholdings) as soon as administratively possible.

Dated: March 8, 2019

FOR THE COMPANY

\_\_\_\_\_  
Andrea H. Smart  
Director, Employee & Labor Relations

FOR THE UNION

\_\_\_\_\_  
Richard Jackson  
Chief of Staff to District 751 President

**LETTER OF UNDERSTAND #3  
LUMP SUM, UTC SAVINGS PLAN, OR HEALTH SAVINGS ACCOUNT**

This letter will confirm the understanding and agreement between the Company and the Union concerning a five hundred dollar (\$500) payment.

Following ratification of the Agreement. Employees who are on the payroll of the Company and are covered by this Agreement will be provided a five hundred dollar (\$500) payment in 2021 no later than February, 2021. No other employee or former employee shall be eligible for this payment. This payment will be paid under the following guidelines:

1. Employees will be given the opportunity to receive this payment (less all applicable withholdings) as lump sum, or place the entire amount in the UTC Savings Plan or place the entire amount in the Health Savings Account (HSA).
2. Employees will elect the option of their choice by completing an election form which will be provided by the Company.
3. Employees who do not make such election will automatically receive a lump sum payment (less all applicable withholdings) as soon as administratively possible.

Dated: March 8, 2019

FOR THE COMPANY

\_\_\_\_\_  
Andrea H. Smart  
Director, Employee & Labor Relations

FOR THE UNION

\_\_\_\_\_  
Richard Jackson  
Chief of Staff to District 751 President