

COLLECTIVE BARGAINING AGREEMENT

As Of June 30, 2023

Between

SPIRIT AEROSYSTEMS, INC.

and

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

and

DISTRICT LODGE 70 and LOCAL LODGE 839

2023 CBA changes shown in **boldface**

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1 **PREAMBLE**

2
3 THIS AGREEMENT, dated as of the **30th day of June 2023**, is made and
4 entered into by and between Spirit AeroSystems, Inc. (hereinafter referred
5 to as "the Company"), and the International Association of Machinists and
6 Aerospace Workers, AFL-CIO and its District 70 and Local Lodge 839
7 (hereinafter referred to jointly as the "Union").

8
9 **Cooperative and Collaborative Relationship**

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

18
19 **Regular Meetings**

20 To further this cooperation and collaboration, the parties shall meet
21 regularly to discuss and brief each other on issues and concerns that may
22 affect the overall efficiency of the plant and the well-being of the members
23 of the IAM bargaining unit.

24
25 Quarterly, the Company shall brief the Directing Business Representative,
26 any Business Representatives appointed by the Union to work with the
27 Company, the Local Lodge President, and Union In-Plant Representatives
28 on the Company's general economic status.

29
30 Quarterly, an Executive Level representative of the Company shall brief all
31 1st level Managers, Union Stewards and Team Leaders on the general state
32 of the Company.

33
34 **PREFACE**

35
36 **Company and Union Cooperation**

37 The Company and the Union have committed to jointly develop an
38 interdependent, mutually beneficial partnership in order to achieve the
39 highest levels of quality and productivity possible. This partnership is based
40 on a commitment to create a new era in labor-management relations. The

1 key goals of the partnership are to improve participation, flexibility,
2 productivity, quality and the financial performance of the Company while
3 enhancing earning opportunities, long-term employment, job satisfaction
4 and safety for employees.
5

6 The parties recognize that achieving this partnership will involve people in
7 all parts of the Company in problem-solving and decision-making processes
8 to a far greater extent than in the past. The IAM and Spirit AeroSystems
9 recognize their collective responsibility to contribute to the success of the
10 Company and the establishment of a positive work environment.
11

12 The parties also understand that in a long-term cooperative relationship of
13 this nature, developments may arise that neither party anticipated. In such
14 circumstances, it may be in everyone's best interest to modify specific terms
15 in this Agreement. The parties agree to approach such discussions with the
16 utmost good faith in order to find solutions best for all. This Agreement has
17 been constructed so as to maximize the likelihood of realizing these
18 objectives in regard to the intent and spirit of this Agreement.
19
20

21 **CONTRACT REAFFIRMANCE**

22

23 The Company and the Union agree and commit that they will, on the day of
24 the **third** anniversary of this Agreement, or such other date as either party
25 requests, mutually sign and execute a written amendment to this
26 Agreement, which expressly reaffirms this Agreement for its remaining
27 stated term.
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ARTICLE 1
BARGAINING UNIT

Section 1.1. Union Recognition

The Company recognizes the International Association of Machinists and Aerospace workers, AFL-CIO District 70 and Local Lodge 839 as the sole and exclusive bargaining agent for all employees working in the production and maintenance classifications, excluding classifications currently represented by other bargaining units, employed by the Company at its Wichita, Kansas facility.

Section 1.2. Employees Assigned Away From Primary Location-Unit Identification

It is recognized that the Company's business for the foreseeable future will require the establishment and maintenance, or continued maintenance of temporary or semi-permanent operations in various locations in North America and the islands related thereto and in each such instance where a designated Remote Location is involved, it is the intent of this Agreement that, subject to any further or supplemental agreement of the parties on the matter, employees that are assigned to work at such location shall be considered as remaining or being within the collective bargaining unit identified with the Primary Location of the Company that originally set up the work force identified with the business being conducted by the Company at such location; with the exception that in the case of employees at such location who are there by reason of temporary assignment from some Primary Location other than the one originally setting up such work force, the latter employees shall while on such temporary assignment continue to be identified with the collective bargaining unit at the Primary Location from which they were so assigned.

Section 1.3. Data Reports

The Company will provide those data reports to the Union similar to what was provided in the past, subject to such revisions in the future as may be made by mutual agreement of the parties.

1 **ARTICLE 2**
2 **PAYROLL DEDUCTION FOR UNION DUES**
3

4 **Section 2.1. Payroll Deduction for Union Dues, Initiation Fees and**
5 **Equivalent Service Fees**

6 The Company shall make payroll deductions for the Union's initiation fee as
7 well as its regular and usual monthly dues or equivalent service fees, upon
8 receipt by the office designated by the Company of a voluntary written
9 assignment from the employee covering such deductions. The list of such
10 deductions will be itemized to include each employee's permanent employee
11 number, name, and amount of deduction, and such itemization will be
12 forwarded to the Union. The Union dues or equivalent service fees shall be
13 collected biweekly. Such dues or fees shall be remitted by the fifth (5) of
14 each month. A list of the members or fee payers from whom dues or fees
15 were collected shall be attached to the report given to the Union with the
16 remittance. The initiation fee or regular and usual monthly dues or
17 equivalent service fees shall either be in amounts that are specified on such
18 assignments, or pursuant to a written formula, submitted by the Union to
19 the Company which, in either case, the Company has approved in writing
20 in advance as being administratively practicable. In no circumstances shall
21 the Company be held liable for the payment of any dues or fees to the Union
22 except as have been deducted in accordance with this Section. The
23 Company agrees to recognize all current and new authorization cards on
24 file.
25

26 **Section 2.2. Contributions to Machinists; Nonpartisan Political League**

27 Upon receipt by the Company of a signed voluntary authorization by an
28 employee, on a form approved by the Company, requesting that there be
29 deductions made from his wages, in a monthly amount designated by the
30 employee, such deductions to be forwarded to the Union for use by the
31 Machinist's Nonpartisan Political League, the Company will thereafter make
32 such deductions and forward them to the Machinists' Nonpartisan Political
33 League, care of the Union. Such authorization will remain in effect for the
34 duration of this Agreement, unless earlier canceled in writing by the
35 employee.
36

37 **Section 2.3. Contributions to Guide Dogs of America**

38 Upon receipt by the Company of a signed voluntary authorization by an
39 employee, on a form approved by the Company, requesting that deductions
40 be made from his wages, in a monthly amount designated by the employee,

1 such deductions to be forwarded to the Union for use by Guide Dogs of
2 America, the Company will thereafter make such deductions and forward
3 them to Guide Dogs of America, care of the Union. Such authorizations will
4 remain in effect for the duration of this Agreement, unless earlier canceled
5 in writing by the employee.
6

7 **Section 2.4. Employee Benefit Systems Agreement (EBS)**

8 This Agreement acknowledges that the Company has agreed to allow the
9 International Association of Machinist and Aerospace Workers to offer the
10 Machinists Custom Choices Worksite Benefits program of supplemental
11 insurance benefits to their employees in the bargaining unit through their
12 designated agent, Employee Benefit Systems, Inc. (EBS). Members will be
13 given an opportunity to spend up to fifteen minutes with an EBS Counselor
14 at the worksite during normal working hours, once per year. Further, the
15 Company will honor payroll deduction requests and make payments to the
16 underwriting insurance companies for supplemental life, cancer and long-
17 term disability insurance. All policyholder service will be provided by the
18 underwriter and Employee Benefit Systems, Inc.
19

20 **Section 2.5. Indemnity**

21 The Union will indemnify and hold the Company harmless from and against
22 any and all claims, demands, charges, complaints or suits instituted against
23 the Company which are based on or arise out of any action taken by the
24 Company in accordance with or arising out of the foregoing provisions of
25 this Article 2.
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ARTICLE 3 UNION OFFICIALS

Section 3.1. Union to Furnish List of Stewards

The Union may designate one (1) employee as a steward for each one hundred (100) employees, or fraction thereof, for each shift in each shop. In instances where a shop has a unit geographically separated from its main location, the Union may also designate a steward for each such separate unit for each shift provided that such unit consists of a minimum of four (4) employees, is not adjacent to the shop's main location and is not established on a temporary short-term basis; notwithstanding Section 3.1(a), when such unit drops below four (4) employees, no employee in such unit shall have steward status. If a geographically separated unit of a shop does not have a separate steward, arrangements will be made to permit employees in such unit to contact a steward upon request. In the absence of the regular steward for any reason, the Union may designate a temporary steward to act for the regular steward. Such designation shall be in writing. For the purpose of this Article 3, a shop shall be defined as any organization, geographically separated unit, or grouping of employees which the parties establish in advance by mutual agreement.

3.1(a) Stewards

23 An employee while serving as a Steward shall not be laid off, transferred or loaned from his job classification or his shop, or his shift so long as other employees remain in his job classification, and in the shop, and on the shift for which he is designated as Steward. If he/she is not eligible so to remain in his/her job classification, he/she will be offered a downgrade to the highest labor level job classification within his/her normal line of promotion which is then being utilized in the shop and on the shift for which he/she is designated as Steward. If he/she declines such a downgrade or if he/she is relieved of his/her Stewards status prior to such downgrade action, he/she will then be subject to normal surplus procedures as provided in Section 16.3.

3.1(b) Stewards/Layoff

36 Stewards will be promoted and recalled from layoff on the same basis as provided in Section 16.5 for other employees, except that in the event a shift in a shop is deactivated and is reactivated by the Company within one hundred twenty (120) calendar days after such deactivation, the former Steward will be offered an opportunity to return to that shop

1 and shift provided the Company determines to utilize the Steward's
2 former job classification or a lower level in the same job classification
3 in such shop and on such shift within such one hundred twenty (120)
4 calendar day period, and further provided that the former Steward has
5 not been replaced as a Steward by the Union in the interim.
6

7 **3.1(c) Steward/Status**

8 A Steward will retain his/her Steward status while on approved
9 medical leave of absence for a maximum of one hundred eighty (180)
10 calendar days, provided that he/she has not been replaced as a
11 Steward by the Union prior to expiration of such leave.
12

13 **Section 3.2. Business Representatives – Access to Plants**

14 The Company shall provide identification badges so that each Business
15 Representative can have access during working hours to the area in which
16 employees are assigned who are within the bargaining unit as defined in
17 this agreement and for which area he is an accredited Business
18 Representative, to the extent government or customer regulations will
19 permit. The Business Representative may retain the badge affording such
20 access during the period he is so assigned as a Business Representative.
21

22 **Section 3.3. Grand Lodge Representatives – Access to Plants**

23 Grand Lodge Representatives will be permitted access during working hours to
24 areas in the Company's facilities where employees in the bargaining unit
25 defined in this agreement are assigned, for the purpose of conducting Union
26 business to the extent government or customer regulations permit.
27

28 **Section 3.4. Conditions Relating to Access to Plants**

29 Access of Union representatives to Company facilities for the purpose of
30 investigating complaints or claims of grievance on the part of employees or
31 the Union shall be subject to the following:

32 A. The Company shall be required to admit only those accredited
33 Business Representatives who are being admitted as of the effective
34 date of this Agreement, and such other Business Representatives as
35 may be accredited by the Union as provided in Section 3.2 above.

36 B. Business Representatives and Grand Lodge Representatives who are
37 entitled under Sections 3.2 and 3.3 to admittance to the Company's
38 facilities shall sign in where required through the Company-designated
39 organization at the plant or facility they desire to enter. Upon being
40 admitted, they shall proceed to the shop or organization they wish to

1 visit, contact the supervisor then present, inform him of the purpose of
2 their visit and obtain his permission prior to contacting any employee
3 in such shop or organization. Such permission will be granted except
4 where there is a substantial reason for delaying the contact due to
5 safety conditions or the fact that a critical operation is in process.
6 Upon leaving the plant or facility they shall sign out and return any
7 temporary identification badges which were issued for the purpose of
8 the specific visit.

9 C. Business Representatives and Grand Lodge Representatives granted
10 admittance to the Company's facilities under this Article 3 shall not
11 engage in organizing or campaigning for Union or political office on
12 Company premises. This Section

13 3.4(c) will not be interpreted as preventing business Representatives or
14 Grand Lodge Representatives from discussing, in non-work areas
15 during non-work periods, matters of Union membership, fees or dues,
16 with employees who are within one of the collective bargaining units
17 described in this Agreement.

18 D. Union representatives who fail to comply with the provisions of
19 Sections 3.2, 3.3, and 3.5 shall forfeit their admittance rights.
20

21 **Section 3.5. Union Activity During Working Hours**

22 Solicitation of Union membership or collection or checking of dues will not
23 be conducted during working time. The Company agrees not to discriminate
24 in any way against any employee for Union activity, but such activity shall
25 not be carried on during working time, except as specifically allowed by the
26 provisions of this Agreement.
27

28 **Section 3.6. Departure from Work Assignment by Stewards to 29 Investigate Complaints or Claims of Grievance**

30 When Stewards are investigating complaints or grievances, the Company
31 and the Union agree there shall be a cooperative and equal relationship
32 between the supervisor and the Steward. Each Steward shall notify and
33 coordinate with his supervisor before leaving his work assignment for the
34 purpose of investigating complaints or claims of grievance on the part of
35 employees or the Union or contacting the Business Representative in regard
36 to such claim or grievance. The Supervisor shall agree to the Steward
37 leaving his work assignment except where there is a substantial reason for
38 delaying the contact or the investigation due to safety conditions or the fact
39 that a critical operation is in process. The supervisor may be present during
40 any discussion relating to any complaint or grievance. However, upon the

1 request of an employee or Steward, the Supervisor shall authorize a Steward
2 to participate in a private discussion with an employee or Business
3 Representative, relating to a complaint or grievance. Discussions of the type
4 described in this Section 3.6 shall be conducted without requiring the
5 employee or Steward to clock out provided the discussion does not extend
6 beyond the time that the Supervisor considers reasonable under the
7 circumstances.

8 9 **Section 3.7. Departure from Work for Union Business**

10 Except as provided in Section 3.6 above, each Steward, local lodge officer or
11 district council delegate shall, with authorization from the Union, give his
12 Supervisor at least twenty-four (24) hour advance notice if possible and
13 clock out prior to departure from his work assignment to conduct Union
14 business. If the work assignment given the Steward, local lodge officer or
15 district council delegate seriously interferes with the performance of his
16 duties for the Union, or if Union business seriously interferes with his work
17 assignment, the Company and the Union agree to cooperate in making
18 arrangements to prevent such interference in the future. However,
19 Stewards, local lodge officers and district council delegates shall not be
20 penalized for such Union business; provided, that nonpayment by the
21 Company for time spent on Union business shall not be considered as a
22 penalty. This Section 3.7 shall apply to cases of Stewards who are
23 designated to act for Business Representatives in accordance with Section
24 7.13 for the temporary period the Steward is authorized as a designee.

25 26 **Section 3.8 Union Interview of New Employees**

27 It is recognized by the Company that the Union has an interest and
28 responsibility in explaining the function of the Union in a collective
29 bargaining relationship and the advantages of membership in the Union.
30 The Union is also aware and has agreed that solicitation of membership
31 cannot be conducted during working time due to the interference and
32 disruption that could result in working schedules. To accommodate both
33 viewpoints and assure that an ample opportunity exists for the Union to
34 explain their role in the bargaining relationship while preserving minimal
35 interference in the Company's working schedule the following procedure will
36 be utilized:

- 37 1. At an appropriate time following the Company interview, all individuals
38 employed into the IAM bargaining unit will be directed to an IAM&AW
39 representative who is present in the Employment Office.
40

- 1 2. The following message will be used by the Company representative to
2 introduce the IAM&AW representative:
3 "The Union representative wishes to explain their designation as your
4 bargaining agent, your opportunity for membership, and the payroll
5 deduction of dues for members."
6 3. The Union representative will advise the employees that membership
7 in the IAM&AW is voluntary and not a required condition of
8 employment.
9 4. Both the Company and the Union agree to cooperate in the
10 implementation and administration of this procedure. Neither party
11 will interfere, restrain or coerce employees and both parties agree to
12 use good judgment in all words and actions during this procedure. **The**
13 **Union and the Company agree that, during orientation and any**
14 **interviews of new employees, their representatives will not**
15 **disparage or defame one another.**
16 5. The Union agrees to minimal interference with the new employee
17 employment processing and the Company agrees to refrain from any
18 actions or statements which could adversely reflect upon the Union.
19 6. The Union agrees to pay their representative's time allotted by this
20 procedure and to have sufficient representatives present during normal
21 working hours.
22 7. With the implementation of the procedure for the interview of new
23 employees it is agreed that any existing or contemplated arrangements
24 for permitting the Union to explain membership to applicants or hires
25 is no longer valid and will be cancelled.

26 27 **Section 3.9. Security Clearances**

28 If governmental regulations require special clearance to obtain access to
29 certain areas where employees are assigned who are within a bargaining
30 unit defined in Article 1, the Company will cooperate with the Union to
31 obtain necessary clearance for one (1) representative designated by the
32 Union. If this number is not adequate in view of the workload, the Company
33 and the Union will discuss the possibility of attempting to obtain clearance
34 for additional representatives.
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1 **ARTICLE 4**
2 **RIGHTS OF MANAGEMENT**
3

4 **Section 4.1. Management of Company**

5 The management of the Company and the direction of the work force is
6 vested exclusively in the Company subject to the terms of this Agreement.
7 All matters not specifically and expressly covered or treated by the language
8 of this Agreement may be administered for its duration by the Company in
9 accordance with such policy or procedure as the Company from time to time
10 may determine.
11

12 **ARTICLE 5**
13 **JOB CLASSIFICATIONS AND WAGES**
14

15 **Section 5.1. Job Classifications**

16 It is agreed that it is the right and responsibility of Management to establish
17 new job classifications or eliminate existing classifications, and establish
18 the appropriate pay rate for such classifications. Any such change in
19 classifications will be reviewed and discussed with the Union at least thirty
20 (30) days in advance of its establishment. Should a dispute arise
21 concerning the pay rate, it shall be treated as a grievance and handled in
22 accordance with Article 7 of this Agreement.
23

24 **Section 5.2. Definitions**

25 The meanings of certain terms used in this Article 5 and elsewhere in this
26 Agreement are stated below:
27

28 A. Base Rate. An employee's hourly rate of pay, excluding all
29 adjustments, allowances, awards, bonuses and premiums.

30 B. Base Rate Ranges. The minimum and maximum rates of base rate pay
31 are established in Schedule A.
32

33 **Section 5.3. Jobs Committee**

34 The purpose of this section is to define the objectives of the Joint
35 Union/Company Jobs Committee.

36 A. The Jobs Committee shall consist of not more than two (2)
37 representatives appointed in writing by the Union's President/DBR and
38 not more than two (2) representatives appointed in writing by the
39 Company's Senior Union Relations Official. The Union and the
40 Company will each appoint a chair of its group. Recognizing that

1 recommendations by the Committee can have a significant impact on
2 the job classification structure throughout the location, it is expected
3 that appointed members of the Committee are to participate fully in
4 Committee activities as defined by the respective chairs.

5 B. The Committee shall, as determined jointly by its chairs, study the job
6 classification system established by Article 5 of the parties' Collective
7 Bargaining Agreement in order to maintain the integrity of the system
8 and to develop and implement plans for change that will provide
9 enhancement, employment security and productivity improvements.
10 Such activities may include but are not limited to:

- 11 • Developing innovative job structure proposals.
- 12 • Deactivating zero or minimally populated jobs.
- 13 • Combining jobs by placing similar work in similar job
14 classifications.
- 15 • Developing new jobs and revisions to existing jobs to accurately
16 reflect organization of tasks.

17 C. The Committee shall report to the Union and the Company on the job
18 classification system, together with the suggestions of the Committee
19 members for changes thereto. The results of the Committee's work will
20 be available to the Union and the Company to facilitate future
21 negotiations. Any changes to the job structure or descriptions will be
22 discussed with the Committee.

23 D. The Chairs may, from time to time, jointly recommend the adoption by
24 the Union and the Company of changes in the job classification system.
25 Such recommendations, however, shall be wholly advisory and shall
26 not reopen the Collective Bargaining Agreement or affect Article 4
27 thereof.

28 E. To create a proper environment for the Committee's work, the
29 Committee's proceedings shall not be used as the basis for, nor as
30 evidence in, any proceedings under Article 7 of the parties' Collective
31 Bargaining Agreement.

32 F. The Committee shall function through the life of the Bargaining
33 Agreement.

34 G. The Union and the Company chairs will establish the Committee
35 meeting schedules, and procedures. The Union and the Company shall
36 bear the expenses of their respective Committee members.

37 **Section 5.4. Wages**

38 Wages are set forth by job classification and levels in Schedule A.
39
40

1 **Section 5.5. Rate Range and Wage Increases**

2 Employee Base Rate and Rate Range maximums will be adjusted as follows:
3 **6% in 2023, 4% in 2024, 4% in 2025, and 6% in 2026.** All employees
4 will be eligible for all base rate increases during the term of this contract.
5 All general wage increases will be effective on the first full pay period
6 following June 25th of the respective year.

7
8 **Section 5.6. Job Progression Increases**

9 On each twelve (12) week anniversary of the date of hire, promotion level, or
10 date of the last progression increase, employees below the rate range
11 maximum for their labor level shall, subject to such maximum, will receive
12 a job progression increase of **thirty cents (\$.30)** to be added to their Base
13 Rate.

14
15 **Section 5.7. Team Leader**

16 A. The following selection and compensation procedure, duties and
17 responsibilities will apply to all Team Leader positions at Spirit
18 AeroSystems.

19 B. Team Leader duties and responsibilities:

20 1. Qualifications:

- 21 a. In order to provide the best assistance to employees the
22 individual **electd** should be both technically skilled and
23 possess solid interpersonal skills.
24 b. Be capable of providing on-the-job training in most aspects of
25 the job requirements.
26 c. Team Leaders will be **electd** on the basis of their leadership,
27 ability, and qualifications. Ability is defined as the employee
28 being capable of performing most of the essential elements of
29 the classification requested and be in good standing, **meaning**
30 **an employee must have no more than one active**
31 **disciplinary action of any kind.**

32 2. Responsibilities

- 33 a. The Shop Manager and Union Steward will collaborate on the
34 job duties of the proposed Team Leader.
35 b. Job duties shall include, but are not limited to:
36 a. Provide training and instruction for new employees and
37 appraise them of quality and performance standards.
38 b. Assist employees in demonstrating proficiency in proper
39 shop methods, processes and techniques in the performance
40 of work tasks.

- c. Work on resolution of quality and process related problems.
- d. Assist Supervisor with any technical training requirements.
- e. Assist employees in reporting any safety infractions or problems to Supervisor immediately.
- f. Report status of work in progress to Supervisor.
- g. Advise crew members to have proper company and personally furnished tools in order to perform assigned work.
- h. Once elected, may continue performing shop work, but may also have periods when he or she is not scheduled regular shop work because of other team leader tasks being performed.
- i. Provide assistance in the use of and interpretation of any needed documents; (i.e. blueprints, schematics, diagrams, drawings).
- j. Does not act as assistant Supervisor in terms of dispensing or recommending disciplinary action, does not take attendance for other than purposes of making detailed work allocations, does not assign overtime and is not directly responsible for quantity or quality of work produced by other employees.
- k. Assist in workload distribution.

3. Criteria

- a. Team Leaders will normally be in the same department as the employees they are leading. If unique circumstances exist where this would not be the case, the area Senior Manager, Union representative, and Human Resources representative must reach agreement before the Team Leader selection is made.

C. Team Leader selection procedure:

1. Team Leader openings will be posted a minimum of five working days in the work area where the opening exists. The opening will also be a subject for crew meetings within the area. Team Leader duties and responsibilities will be listed on the posting.
2. Applications for the Team Leader position may be obtained from the Supervisor and must be returned by the suspense date listed on the posting.
3. The Supervisor and the area shop Steward will review the records of all Team Leader applicants to ensure they:
 - a. are in good standing, **meaning an employee must have no more than one active disciplinary action of any kind**

- b. meet the other qualifications for the position
- c. have completed their probationary period
- d. are in the same department and/or classification as the Team Leader position being posted.

4. **Permanent shop members will elect the team leader, who must also be a permanent member of the shop. There will be no absentee ballots allowed and voting will be by closed ballot. If the vote is a tie, then seniority will prevail.**

5. **The election will be jointly conducted by the shop's manager and steward. If the steward is a candidate, an IAM in-plant/business representative will serve in the steward's capacity. If the manager is not available, the second level manager may serve in the manager's capacity.**

6. The Supervisor and Shop Steward will review the duties and responsibilities of a Team Leader with the successful candidate to insure there is complete understanding of what is expected.

7. Team Leaders will receive a lead premium of (\$1.75) per hour over their current base rate of pay.

8. Team Leaders performance will be reviewed thirty and sixty days after appointment as a Team Leader and annually thereafter.

D. Removal of Team Leader Responsibilities

1. There may be times when the work statement changes or the individual does not have the skills and attributes to perform the Team Leader role. The Company may at its discretion remove the Team Leader responsibilities from any individual Team Leader. At which time, the premium pay provided by Section 5.7.C.7., shall cease. **At the request of the Union, the Company will meet with the Union to discuss the reason or reasons for removal.**

E. Temporary Team Leaders

1. Temporary Team Leaders are selected via the Team Leader **election** process (Article 5, Section 5.7).

2. The temporary Team Leader designation may be made in advance of the vacancy occurring and will be reviewed on an annual basis.

3. The temporary Team Leader shall fill in when the full-time Team Leader is away from his/her assigned area for a minimum of fourteen (14) days and a maximum of ninety (90) days. If the need extends beyond ninety (90) days, continuance requires mutual agreement between the Supervisor and the In-Plant Representative.

- 1 4. All provisions of (Article 5, Section 5.7) will also apply to
2 temporary Team Leaders. The premium for fulfilling the
3 responsibilities of temporary Team Leader shall be identical to
4 that of a full time Team Leader.
5 5. The temporary Team Leader's duties shall be identical to that of
6 the full time Team Leader, and only for the time they fill in for the
7 full time Team Leader.
8 6. The area Steward and In-Plant Representative will be notified
9 prior to using a temporary Team Leader. The notification will also
10 include the estimated duration of the temporary designation.
11

12 **Section 5.8. Cost of Living Adjustment**

13 **A. Concept of Cost of Living Adjustment**

14 **In order to lessen the impact of inflation of the wage earner, the**
15 **following method shall be used to compute a Cost of Living**
16 **Adjustment (COLA) to Base Rate and Base Rate Range maximums.**
17

18 **B. Statistical Index for Cost of Living Adjustment**

19 Determination of any Cost of Living Adjustment shall be made in
20 reference to the new series "All City Average of the Consumer Price
21 Index for Urban Wage Earners and Clerical Workers" published by the
22 Bureau of Labor Statistics, U.S. Department of Labor with the following
23 base period: 1982-84 = 100, such index being referred to herein as the
24 BLS Index.
25

26 **C. Calculation of Cost of Living Adjustment**

27 **1. The annual Cost of Living Adjustment shall be calculated using**
28 **the following straightforward method:**
29

30 **For each two tenths (0.2) of a point rise in the BLS Index from the**
31 **three month average for June, July, August when compared to**
32 **June, July, and August of the preceding year, there will be a one**
33 **cent (\$0.01) Cost of Living Adjustment.**
34

35 **2. Cost of Living Adjustment wage increases (increases to Base**
36 **Rate and Base Rate Range maximums) shall be capped at 3.5%**
37 **each year of this Agreement. At no time will COLA adjustments**
38 **cause wage rates to decline in this agreement. For 2023, the Cost**
39 **of Living Adjustment shall be guaranteed to be 3.5%.**
40

1 **D. Method of Application and Incorporation of Cost of Living**
2 **Adjustment**

3 **1. Cost of Living Adjustments shall be added to each employee's**
4 **Base Rate yearly. These yearly adjustments shall be applied to the**
5 **employee's base rate of pay beginning with the first full pay period**
6 **following November 1 of each year.**

7
8 **2. No adjustments, retroactive or otherwise shall be made due to**
9 **any correction which may later be made in the published figures**
10 **for the BLS Index.**

11
12 **3. In the event the Bureau of Labor Statistics (BLS) does not issue**
13 **the BLS Index for any of the months as specified in subsection**
14 **(C)(1) prior to the effective dates above, any Cost of Living**
15 **Adjustment required by such monthly Index shall be retroactive**
16 **to the effective date and payable at the beginning of the first pay**
17 **period after receipt of such Index.**

18
19 **4. If the Bureau of Labor Statistics (BLS), United States**
20 **Department of Labor, either discontinues publication of the**
21 **current BLS Index or changes the form and/or method of**
22 **calculation of the BLS Index, the Company and the Union shall**
23 **enter into immediate negotiation to determine the appropriate**
24 **Index to be used. The purpose of these negotiations shall be to**
25 **ensure that the adjustments received under this article will**
26 **maintain the full protection originally intended by the negotiation**
27 **of this provision and shall be no less than that which would have**
28 **occurred had the BLS Index been continued unchanged in its**
29 **present form. In the event the parties are unable to agree within**
30 **sixty (60) days of the revision or discontinuance of the BLS Index,**
31 **this dispute shall be submitted to final and binding arbitration as**
32 **provided for in this Agreement. The Cost of Living Adjustment, if**
33 **any, shall be retroactive to the appropriate effective date of**
34 **adjustment.**

35
36 **Section 5.9. Garnishments**

37 In cases of dismissal or suspension of an employee because of writs of
38 garnishment served upon the Company in litigation involving claims of third
39 parties against such employee, such a dismissal or suspension will
40

1 be treated as a dismissal or suspension under Section 7.3 and will be
2 subject to the grievance procedure and other provisions of Article 7.
3

4 **Section 5.10. Wage Payment Basis**

5 Employees shall be paid for time worked computed to the nearest one-tenth
6 hour.
7

8 **Section 5.11. New Assignments**

9 When employees are assigned to work in a higher or lower labor level the
10 new pay rate shall be effective in the employee's paycheck not later than the
11 third payday subsequent to the date on which the new assignment is made.
12

13 **Section 5.12. Base Rates After Reclassifications**

14 Subject to the base rate ranges provided for in Section 5.2(B), employees
15 who are promoted will have their base rate increased by fifty-six (56) cents
16 for each I-Code they are promoted or decreased by fifty-six (56) cents for
17 each I-Code the employee is downgraded. All base rate changes are subject
18 to wage range maximums. Employees promoted to an I-code they previously
19 held will receive a minimum rate increase sufficient to bring the employee's
20 hourly rate equal to the same hourly rate they previously held or fifty-six
21 (56) cents per I-Code, whichever is greater. Any employee being downgraded
22 who is in progression will be automatically considered to be at the mid-point
23 of progression towards their next progression increase.
24

25 **Section 5.13. Rate Retention**

26 The base rate of an employee who, under Article 16, accepts downgrade
27 rather than electing layoff shall be, for the ninety (90) calendar-day-period
28 after the downgrade, at a rate that is not less than the rate he held
29 immediately preceding the downgrade. However, this provision shall not
30 apply to any period of employment within a bargaining unit covered by this
31 Agreement after termination, layoff, employee-requested downgrade or
32 transfer to a unit or group to which this Agreement does not apply within
33 the ninety (90)-day period with the following exception: if such an individual
34 is recalled from layoff to a job title classification to which he had been
35 downgraded, and the recall occurs less than ninety (90)-calendar-days after
36 such downgrade, he will receive rate retention prospectively for the portion
37 of the ninety (90)-calendar-day period that remained at the time of layoff. If
38 an employee receives a Temporary Promotion to the job classification from
39 which he was most recently surplused and the employee is receiving rate
40

1 retention pay as a result of such downgrade, the 90-calendar-day period
2 will be extended one (1) day for each day of such Temporary Promotion.
3
4

5 **Section 5.14. Recalls from Layoff**

6 An employee who is recalled from layoff through the exercise of recall rights,
7 will have the following base rate:

8 A. If the employee is recalled to the same labor level from which he was
9 laid off, he will be paid the base rate and the cost of living adjustment
10 in effect on the date of his layoff, provided that, if cost of living
11 adjustment has been added to base rates and made a part thereof since
12 the employee's layoff, the cost of living adjustment in effect on the date
13 of the employee's layoff shall be similarly added to his base rate.

14 B. If the employee is recalled to either a higher or lower labor level than
15 the one from which he was laid off, his base rate will be determined
16 first by treating him as though he had been recalled to the same labor
17 level under Section 5.14(A) and then reclassified under Section 5.12.
18

19 **Section 5.15. Returns from Leaves of Absence**

20 An employee on approved leave of absence who returns to the active payroll
21 will have the following base rate:

22 A. If the leave of absence was granted due to industrial injury or
23 industrial illness, military service, or to accept a full-time Union
24 position, the employee's base rate will be equal to the base rate he
25 would have had if he had not been on a leave of absence.

26 B. If the leave of absence was granted for any other reason, his base
27 rate will be determined as though he had been recalled from layoff
28 under Section 5.14.(A)
29

30 **Section 5.16. Travel Incentive**

31 **Employees who travel from the Wichita, Kansas Spirit facility to**
32 **perform work for the Company on travel assignment will be paid a**
33 **premium of \$7.50 per hour for all hours worked for the duration of that**
34 **travel assignment. In order to trigger the pay additive, employees on**
35 **travel for work must clock their time to the appropriate attendance**
36 **code as designated by the Company.**

37 **Any employee receiving this premium will forfeit it immediately upon**
38 **the conclusion of the travel assignment. The Company may recover**
39 **any overpayments paid to the employee for time they were working in**
40 **Wichita, Kansas and not on travel assignment.**

1 **Section 5.17 Annual Bonus**

2 **All employees continuously employed by the Company for at least 60**
3 **days immediately preceding November 30 of each year of the term**
4 **hereof, shall receive an annual bonus of 2% of straight-time and**
5 **overtime wages in the twelve (12) months preceding November 30th of**
6 **that year (i.e. December 1 through November 30). Such bonus shall be**
7 **paid in the first full pay period following November each year. The**
8 **2023 payment will be prorated to the effective date of this Agreement.**
9

10
11 **ARTICLE 6**
12 **HOURS OF LABOR**
13

14 **Section 6.1. Regular Hours**

15 A. Workweek. The normal work schedule shall consist of five (5)
16 consecutive workdays, Monday through Friday, followed by two (2)
17 days of rest (Saturday and Sunday), except for those employees
18 designated in advance by mutual agreement between the Company and
19 the Union who regularly work on Saturday and/or Sunday, whose
20 normal work schedule shall consist of five (5) consecutive workdays,
21 followed by two (2) days of rest, which shall be treated as their Saturday
22 and Sunday, in that order. The Company will attempt to meet its non-
23 regular workweek assignments on a voluntary basis among the
24 employees. In the event there are insufficient volunteers to meet the
25 requirement, the supervisor may designate and require the necessary
26 number of employees to work the non-regular workweek. Such
27 designation shall first affect the junior qualified employees in the
28 classification.
29

30 When reducing the number of non-regular workweek assignments,
31 senior employees within each job will be given their preference to
32 return to regular workweek schedules. The purpose of non-regular
33 workweek assignments is to provide for those maintenance and service
34 functions that are required on a continuing seven (7)-day per week
35 basis. Such assignments will not be utilized for the purpose of
36 providing maintenance or service in support of weekend production
37 operations. It is mutually agreed that Maintenance employees and
38 employees assigned to specific programs, employees assigned to
39 specialized machinery and employees in organizations providing seven-
40 day customer service may be assigned to a non-regular workweek.

1 Employees assigned to a specific program will revert back to a regular
2 workweek schedule upon first production delivery of product to
3 customer.
4

5 **B. Short Workweek.** The Company in its discretion may schedule short
6 weeks less than forty (40) hours per week, if deemed necessary to avoid
7 a layoff. In the event the Company deems it advisable to work any
8 number of the employees on a short workweek, the Union and the
9 affected employees will be notified in advance which days are to be
10 worked, and such days worked shall be consecutive. The parties agree
11 that stable long-term employment is beneficial for both the Company
12 and the Union. When a layoff appears imminent, the parties will meet
13 to discuss alternatives to layoffs, including, but not limited to, short
14 workweeks, training, and alternative duty assignments. When short
15 workweeks are used the following shall apply:

- 16 1. Volunteers shall be asked first and accepted.
- 17 2. In the event that there are insufficient volunteers, a short workweek
18 will be staffed in reverse seniority order within the shop. For the
19 purposes of Section 6.1(B) —shop shall mean the crew identified by
20 a distinct five (5) digit alpha/numeric code that identifies the
21 working group. If exceptions to seniority are needed due to specific
22 skills or machine familiarity, Operations Leadership will discuss the
23 need with the In-Plant Representatives to mutually agree to an
24 exception.
- 25 3. During short workweeks the Company will continue to make
26 pension plan contributions based on forty (40) hours per workweek,
27 provided the Pension Plan will permit this. The Company will also
28 continue Medical/Dental, AD&D, and Life Insurance as if the
29 employee were working a regular forty hour workweek.
- 30 4. Overtime during a short workweek, shall be based upon Company
31 need and schedules.
- 32 5. During periods of short workweek, the Operations Leadership and
33 the Union will meet regularly to discuss scheduling and process
34 issues.
- 35 6. **Employees on alternative work schedules who are assigned to a**
36 **short work week will follow all provisions listed above. In**
37 **addition, for employees on 3X12 alternative work schedules, a**
38 **short work week will consist of 2 days of work at 12 hours a day.**
39
40

1 C. Shifts, Lunch Periods, Rest Periods. Each employee shall be assigned
2 to a definite shift with designated times of beginning and ending. The
3 first and second shifts each shall be an eight (8) hour-and-thirty-
4 minute period which shall include a thirty (30) minute unpaid lunch
5 period. The third shift shall be a seven (7) hour period which shall
6 include a thirty (30)-minute unpaid lunch period. The designated
7 times of beginning each shift during the scheduled workweek shall be:
8 first shift - between 5:00 A.M. and 8:30 A.M.; second shift between 1:30
9 P.M. and 6:00 P.M.; third shift - between 10:00 P.M. and 1:30 A.M. of
10 the following day. Each employee shall be given a ten (10)-minute rest
11 period in each half of the shift to which he is assigned, the time of
12 starting each such rest period to be designated by the Company. Each
13 employee who is required to report for work two (2) or more hours prior
14 to the start of his regular shift shall receive a ten (10)-minute rest
15 period prior to the start of his regular shift. Each employee who is
16 scheduled to work two (2) or more hours of overtime after his regular
17 shift shall receive a ten (10)-minute rest period prior to the start of the
18 overtime. Changes of shift assignments shall be made on the first day
19 of a new workweek whenever practicable.
20

21 **Section 6.2. Alternative Work Schedules**

- 22 A. **Alternative** work schedules may be established to meet production or
23 support services requirements. **The Executive Level will present**
24 **the business case to the LL839 Business Representatives or their**
25 **designees prior to implementation of an alternative work**
26 **schedule.**
- 27 B. Management may allow employees to volunteer for alternative work
28 schedules **(3X12 or 4X10 work schedules) in accordance with the**
29 **procedures below. Additional alternative work schedules may be**
30 **established by the Company and the Union through the JPC.**
- 31 C. **Employees working 3x12, 4x10 and 5x8 may work together as**
32 **directed by management.**
33

34 **Section 6.3. Alternative Work Schedule Procedures**

- 35 A. 4x10 Work Weeks. The Company may transition work areas from the
36 traditional eight (8) hour five (5) day schedule to a **ten (10) hour, four**
37 **(4) day (4x10) schedule (Monday through Thursday)** subject to the
38 following:
39 1. **All 4X10 schedules will be staffed by job code and level, first**
40 **by shop volunteers, then by volunteers from outside the shop,**

1 **and finally by reverse seniority within the shop. The Company**
2 **will establish a pool of volunteers to staff 4X10 schedules.**

3 Temporary assignment to an alternative work schedule for the
4 purpose of training may at times be necessary, temporary
5 assignments shall not exceed ninety (90) work days.

- 6 2. All time worked over ten (10) hours in one day will be paid at time
7 and one-half.
- 8 3. All time worked on the fifth (5th) day will be paid at time and one-
9 half.
- 10 4. All time worked on the sixth (6th) and seventh (7th) days will be paid
11 at double time.
- 12 5. Hours for holidays not scheduled to be worked by an employee will
13 be credited to the employee's vacation/holiday (**ETOH**) account.
- 14 6. ETO and holidays shall be paid at ten (10) hours per day off.
- 15 7. Employees on this schedule will be allowed to take two (2)
16 weekends off during the Christmas holiday. Employees will also be
17 given the opportunity to be off Easter Sunday. Employees may use
18 ETO to be compensated for this time off or be excused without pay.
- 19 8. Assignment to the **alternative** shift will be accomplished by
20 seniority for establishing employee preference for placement to the
21 day or night shift.
- 22 9. There will be **three (3)** breaks of ten (10) minutes each.
- 23 10. The Company may transition work areas **to and** from a 4x10
24 schedule with **sixty (60)** calendar days notice.
- 25 11. **In the event the Company transitions the work area back to a**
26 **5X8 schedule (destaffing), the transition process will follow**
27 **Section 6.6.4. Upon this transition, Team Leader status and**
28 **pay will be removed for all Team Leaders.**

29 B. 3x12 Work Weeks. The Company may transition work areas from the
30 traditional eight (8) hour five-day schedule to a **twelve (12) hour, three**
31 **(3)-day (3x12)** schedule subject to the following:

- 32 1. **Employees working on a 3X12 work schedule will be assigned to**
33 **one of the following shifts. The start time for each shift shall**
34 **be within the time frames below.**
 - 35 a. **Shift A – Monday-Wednesday, 5:00 a.m. – 8:30 a.m. (1st**
36 **shift)**
 - 37 b. **Shift B – Sunday-Tuesday, 5:00 p.m. – 8:30 p.m. (2nd shift)**
 - 38 c. **Shift C – Thursday-Saturday, 5:00 a.m. – 8:30 a.m. (1st shift)**
 - 39 d. **Shift D – Wednesday-Friday, 5:00 p.m. – 8:30 p.m. (2nd shift)**

1 **Shift start times may be adjusted by the Company within the**
2 **above-mentioned time frames as warranted by business need.**
3 **Existing AWW shifts will be transitioned to the above schedule in**
4 **January of 2024.**

5 2. **All 3X12 schedules will be staffed by job code and level, first by**
6 **shop volunteers, then by volunteers from outside the shop, and**
7 **finally by reverse seniority within the shop. The Company will**
8 **establish a pool of volunteers to staff 3X12 schedules.**

9 Temporary assignment to an alternative work schedule for the
10 purpose of training may at times be necessary, temporary
11 assignments shall not exceed ninety (90) days.

12 3. All time worked over twelve (12) hours in one day or thirty-six (36)
13 hours in a workweek will be paid at one and one-half (1½) times **the**
14 **accelerated rate for employees on 3X12 schedules.**

15 4. All time worked on the fourth (4th) and fifth (5th) day will be paid at
16 one and one-half (1½) times **the accelerated rate for employees**
17 **on 3X12 schedules.**

18 5. All time worked on the sixth (6th) and seventh (7th) day will be paid
19 at two (2) times **the accelerated rate for employees on 3X12**
20 **schedules.**

21 6. Hours for holidays not scheduled to be worked by an employee will
22 be credited to the employee's vacation/holiday **(ETOH)** account.

23 7. **ETO** and holidays shall be paid at twelve (12) hours per day off **at**
24 **the accelerated rate for employees on 3X12 schedules.**

25 8. Employees assigned to the alternative work schedule whose
26 workweek includes Saturday or Sunday shall observe the regular
27 holiday.

28 9. Employees on this schedule will be allowed to take two (2) weekends
29 off during the Christmas holiday. Employees will also be given the
30 opportunity to be off Easter Sunday. Employees may use **ETO** to be
31 compensated for this time off or be excused without pay.

32 10. There will be **four (4)** breaks of ten (10) minutes each.

33 11. Employees assigned to the 3x12 workweek will be paid for one (1)
34 thirty (30) minute lunch period occurring during **each 12-hour** shift,
35 **provided that employee works their full 12-hour shift.**

36 12. Employees assigned to the 3x12 workweek will be paid forty (40)
37 hours for thirty-six (36) hours worked. To establish an hourly rate,
38 employees will be paid their individual hourly base rate times 1.111.

39 13. The Company may transition work areas **to and** from a 3x12
40 workweek with **sixty (60)** days' notice.

1 **14. In the event the Company transitions the work area back to a**
2 **5X8 schedule (destaffing), the transition process will follow**
3 **Section 6.6.4. Upon this transition, Team Leader status and pay**
4 **will be removed for all Team Leaders.**

5 15. Assignment to the **alternative** shift will be accomplished by
6 seniority for establishing employee preference for placement to the
7 day or night shift.

8 16. Employees working an **alternative** schedule will be guaranteed the
9 same number of paid holidays each year as an employee working a
10 regular work week schedule.

11 **17. Employees working 2nd shift (see Section 6.3(B)(1)) shall be paid**
12 **a shift premium pursuant to Section 6.4.**

13 **18. An employee assigned to a 3X12 shift working a Saturday or a**
14 **Sunday as a regular day of work will receive two dollars and fifty**
15 **cents (\$2.50) per hour in addition to their Base Rate of pay for**
16 **hours worked on Saturday or Sunday.**

17 **19. The Provisions in this Section 6.3 will be implemented as soon**
18 **as administratively practicable following the effective date of**
19 **this agreement.**

20 21 **Section 6.4. Shift Premiums**

22 The second shift shall be paid a shift premium of **eighty cents (\$.80)** and
23 third shift shall be paid a shift premium of ten cents (\$.10) per hour which
24 shall be added to Base Rate.

25 26 **Section 6.5. Work Schedule Premiums**

27 A. An employee assigned to either Saturday or Sunday as a regular day of
28 work will receive two dollars and fifty cents (\$2.50) per hour in addition
29 to his Base Rate of pay for hours worked on Saturday and Sunday.

30 B. An employee who works a third shift of six and one-half (6½) hours will
31 receive a bonus equivalent to one and one-half (1½) hours pay at this
32 base rate. A prorated portion of that bonus will be paid when the
33 employee works less than six and one-half (6½) hours on a regular
34 third shift.

35 36 **Section 6.6. Shift Preference**

37 A. In order to ensure operational efficiency, the Company shall have
38 the right to assign employees to any shift. Subject to the foregoing,
39 senior employees who have a shift preference on file shall be given
40 preference over junior employees who are assigned to the same job

1 classification, level and shift, junior returning non-bargaining unit
2 employees, new hires, recalls from layoff, and promotional candidates
3 for placement in openings in their job classification, level and
4 organization. Shift preference rights are not applicable over employees
5 being downgraded, laterally reclassified on their current shift, laterally
6 transferred to the organization on their current shift or over senior
7 employees who are in their labor level. Employees who have requested
8 downgrades will not be given preference over senior employees in their
9 organization who have shift preferences on file. Shift preferences must
10 be filed more than three (3) working days prior to an organization
11 effecting a shift change or declaring a job opening by submission of a
12 dated open requisition. If an employee does not file a shift preference,
13 it shall be assumed that he is on his preferred shift. Under no
14 circumstances will the provisions of this Section 6.6 be construed to
15 enable an employee, at his instance and request, to displace a less
16 senior employee from his job and shift.

17 1. As stated, shift preferences as defined will not apply in instances
18 where the exercise of such rights would affect the efficiency of
19 Company operations in any organization on any shift. When such
20 instances arise, it shall be the responsibility of organizational
21 management to prepare an exception request for transmittal to the
22 organization's designated executive or delegate.

23 **a) An Exception Request of Shift Preference is a request made**
24 **by the Company to deviate from the normal shift preference**
25 **process for a temporary basis to avoid affecting efficiency of**
26 **daily operations. Examples include training, schedule**
27 **recovery, customer requirements. An Exception Request**
28 **form is filed to track this process.**

29 **b) Management must provide, in writing, a specific reason for**
30 **the temporary assignment, including skills required and why**
31 **employee chosen meets those requirements.**

32 c) Exception requests shall be discussed with the Union Steward(s)
33 on both shifts prior to submittal to the organization's senior
34 Human Resources executive or designee for final approval.

35 2. **The Exception Request of Shift Preference process shall be as**
36 **follows:**

37 **a) Manager discusses situation of proposed exception with**
38 **Steward to explain the business need/reason.**

39 **b) Manager retrieves Exception Request electronic form from**
40 **website.**

- c) **Manager completes the form (obtains Steward acknowledgment) and sends form electronically to Labor Relations for approval/denial.**
- d) **Completed forms should be received in Labor Relations at least five (5) working days in advance of shift movement. As a general rule, forms will not be accepted after-the-fact.**
- e) **Once received Labor will forward copy to authorized Union Representative.**
- f) **If approved, Labor Relations notifies Management so they can change employee schedule, notifies receiving manager, etc., and forwards appropriate information to HRSC.**
- g) **If denied, Labor Relations will contact Management for discussion.**

- 3. **When senior employees are displaced from their shift of preference during a staffing exercise, the displaced employee shall be given, in writing, a date of return to the preferred shift he/she was on.**
- 4. **The Company will de-staff a shift in the following order: first, by shift preference filings; and second, in reverse seniority order among remaining employees. In cases where the shift is to be eliminated, employees will be notified in advance and given the opportunity to file a timely shift preference.**

5. Guidelines for Managers.

- a) **Temporary shift exception requests should not be utilized when the requirement can be met by the normal shift preference process or by use of reverse seniority.**
- b) **A plan should be in place to avoid having to repeat this process multiple times in the same area.**
- c) **If the temporary situation will become permanent or repetitive, every effort should be made to utilize the normal shift preference process.**
- d) **REMEMBER THIS PROCESS IS IN PLACE FOR EXCEPTIONS ON A TEMPORARY BASIS.**

B. Notwithstanding section 6.6(A), within the Wichita Facilities organization, independently, shift preference rights will apply throughout the Company's Wichita facility within each job classification and level at the Director level.

1 **Section 6.7. Overtime Rate**

- 2 A. For time worked outside of his assigned shift, an employee shall be
3 paid one and one-half (1½) times his base rate for the first two (2)
4 hours, and double his base rate thereafter.
- 5 B. For the first eight (8) hours of work by an employee on the first day of
6 his two (2) consecutive days of rest, who is assigned on that day to
7 work the first or second shift, such employee shall be paid one and
8 one-half times his base rate for that shift and double such base rate
9 thereafter.
- 10 C. For the first six and one-half hours of work by an employee on the first
11 day of his two (2) consecutive days of rest, who is assigned on that day
12 to work the third shift, such employee shall be paid one and one-half
13 times his base rate for that shift and double such base rate thereafter.
- 14 D. Any time worked on the second day of an employee's two (2)
15 consecutive days of rest shall be paid for at double his base rate for
16 such shift and such double time shall remain in effect for all hours
17 continuously worked.
- 18 1. Except if an employee is scheduled and does not work on first
19 scheduled day of rest, but works on second scheduled day of rest,
20 employee will be paid one and one-half (1½) times his Base Rate plus
21 shift premium where applicable for time worked for first eight (8)
22 hours worked, normal double time rates shall apply thereafter.
- 23 E. In lieu of the provisions in Sections 6.7 A-D, overtime worked in any of
24 the following circumstances shall be paid at double the employee's base
25 rate:
- 26 1. more than one hundred sixty (160) overtime hours in the calendar
27 quarter; or
- 28 2. on a weekend immediately following three (3) consecutive weekends
29 worked by the employee.
- 30

31 **Section 6.8. Reporting Pay**

32 If an employee reports for work in accordance with instructions, **they** shall
33 receive a minimum of **their regular work shift hours' pay (including**
34 **alternative work schedules)** at **their** Base Rate plus shift premiums where
35 applicable. This will not apply in case of emergency shutdowns arising out
36 of any condition beyond the Company's control. An employee who leaves
37 work of **their** own volition, or because of incapacity (other than industrial
38 injury or illness), or is discharged or suspended after beginning work, will
39 be paid only for the number of actual hours worked during the day. An
40 employee who leaves work because of incapacity due to industrial injury or

1 illness will be paid **their regular work shift hours' pay (including**
2 **alternative work schedules) for that day** at **their** Base Rate plus shift
3 premiums **and overtime hours worked** where applicable.
4

5 **Section 6.9. Call Back Pay**

6 A minimum of four (4) hours pay at the applicable overtime rate will be paid
7 for any call back work performed outside of one's regularly schedule hours.
8 An employee who leaves work of his own volition, or because of incapacity
9 (other than industrial injury or illness), or is discharged or suspended after
10 beginning work, will be paid only for the number of hours actually worked
11 during that day. An employee, who leaves work after call back, will be paid
12 only for the number of hours actually worked unless authorized by
13 management.
14

15 **Section 6.10. Overtime Scheduling**

16 It is the intent of the Company to distribute overtime as equally as
17 reasonably practicable within the job classification, shop and shift. Both
18 the Union and the Company recognize that the employees who are assigned
19 the work must be qualified to perform the specific work. The Company will
20 strive to meet its overtime requirements on a voluntary basis. In the event
21 there are insufficient qualified volunteers to meet the requirement,
22 management may designate and require the necessary number of
23 employees to work the overtime.

24 A. Management may exclude an employee from overtime, even if the
25 employee is in attendance when the overtime is being assigned, if:

- 26 1. **The employee has had an unexcused absence in the preceding**
27 **week.**
- 28 2. Two (2) consecutive weekends have been worked by the employee.
- 29 3. One hundred twenty-eight (128) overtime hours have been worked
30 in the calendar quarter.
- 31 4. Eight (8) overtime hours have been worked on the Saturday or the
32 Sunday.
- 33 5. An employee's schedule or work quality is currently documented as
34 being deficient by a Disciplinary Memo (DM). The exclusion period
35 shall begin upon the date of issuance of the DM and shall last for
36 no more than ninety (90) calendar days. If during the ninety-day
37 exclusion period the Company assigns the employee to work
38 mandatory overtime or overtime requested by the Manager, the
39 employee will no longer be excluded from overtime because of the
40 DM.

1 B. It is understood that the authority of the Company to require overtime
2 work, established by Section 6.10 of the Collective Bargaining
3 Agreement, is necessary for business planning and meeting operational
4 objectives. The parties recognize, however, that the exercise of this
5 authority may affect employee productivity.

6 C. Accordingly, the Company and the Union agree, subject to the
7 exceptions noted below, that the authority conferred by Section 6.10 of
8 the Agreement shall hereinafter be limited as follows. No employee shall
9 be required, and need not be permitted, to work overtime in excess of
10 the following limits:

11 1. Quarterly Limit

- 12 • The limit shall be one hundred twenty eight (128) overtime
13 hours in any calendar quarter;

14 2. Weekend Limit

- 15 • **All weekend overtime shall be voluntary.**
- 16 • **For employees on a regular 5X8 (Monday-Friday) schedule,**
17 **“weekend” shall mean Saturday and Sunday.**
- 18 • **For employees on a 4X10 (Monday-Thursday) schedule,**
19 **“weekend” shall mean Friday, Saturday, and Sunday.**
- 20 • **For employees working 3X12 alternative work schedules,**
21 **“weekend” shall mean their fourth, fifth, sixth, and**
22 **seventh days.**

23 3. Holidays

24 All overtime on a holiday as set forth in Section 10.1 of the parties’
25 Collective Bargaining Agreement or on the weekend which
26 immediately precedes a Monday holiday or immediately follows a
27 Friday holiday shall be voluntary.

28 4. No employee will be scheduled for weekend overtime in conjunction
29 with his or her vacation provided the vacation is scheduled three (3)
30 or more days prior to the start of the vacation.

31 D. All overtime in excess of the above limits shall be strictly on a voluntary
32 basis and no employee shall suffer retribution for his refusal or failure
33 to volunteer. An employee may be required to perform overtime work
34 beyond the above limits where necessary for delivery of an airplane
35 which is on the field, for customer-requested emergency repair of
36 delivered products, or for Government DX or Government DO rated
37 orders.

38 E. The Company will brief the Union quarterly of its anticipated program
39 scheduling and its forecasted overtime requirements.
40

1 F. Overtime Notice: When required to work overtime, employees shall be
2 notified in advance where possible. **Six (6) hours** notice shall be given
3 for daily overtime.
4

5 **Section 6.11. Paydays**

6 Employees will be paid Thursday of every second week, unless that day is a
7 holiday. If that day is a holiday the Company will endeavor to make deposits
8 on the prior business day.
9

10
11 **ARTICLE 7**
12 **GRIEVANCE PROCEDURE AND ARBITRATION**
13

14 **Section 7.1. Establishment of Grievance and Arbitration Procedure**

15 Grievances or complaints arising between the Company and its employees
16 subject to this Agreement, or the Company and the Union, with respect to
17 the interpretation or application of any of the terms of this Agreement, shall
18 be settled according to the following procedure. Subject to the terms of this
19 Article 7 relating to cases of dismissal or suspension for cause or of
20 involuntary resignation, only matters dealing with the interpretation or
21 application of terms of this Agreement shall be subject to this grievance
22 machinery.
23

24 **Section 7.2. Employee Grievances**

25 It is agreed that the Business Representative of the Union and the Company
26 Labor Relations Representative may assist in any step of the grievance:
27

28 **STEP 1. Oral Discussion/Grievance Reduced to Writing.**

29 The employee first shall notify his supervisor of his grievance and then, if
30 he so desires, shall discuss his grievance with the Steward, and if the
31 Steward considers the grievance to be valid, then the employee and the
32 Steward will contact the employee's supervisor and will attempt to effect
33 a settlement of the complaint/grievance. This procedure, however, will
34 not prevent an employee from contacting his supervisor if he so chooses.
35 If the purpose of the employee's contacting his supervisor is to adjust the
36 grievance, the Steward shall be given an opportunity to be present and
37 such adjustment shall be in conformity with this Agreement.
38

39 **If no settlement is reached following an oral discussion with the**
40 **supervisor, the Steward must, within ten (10) workdays after the**

1 **Union knew of the alleged contract violation, reduce to writing a**
2 **statement of the grievance or complaint which shall contain the**
3 **following:**

- 4 a) **The facts upon which the grievance is based.**
5 b) **Reference to the section or sections of the Agreement alleged**
6 **to have been violated (this will not be applicable in cases of**
7 **dismissal or suspension for cause or of involuntary resignation).**
8 c) **The remedy sought.**

9
10 **After such submission, the supervisor and the Steward may, within**
11 **the next five (5) workdays (unless mutually extended), settle the**
12 **written complaint/grievance and, over their signatures, indicate the**
13 **disposition made thereof. Otherwise, promptly after the expiration**
14 **of such five (5)-day period (or agreed extension thereof) the**
15 **supervisor and the Steward shall sign the complaint/grievance, with**
16 **the supervisor indicating the basis for denying the grievance, and**
17 **their signatures will indicate that the grievance has been discussed**
18 **and considered by them and that no settlement has been reached.**

19
20 **At this point in the process the Steward will bring the**
21 **complaint/grievance to LL839 for Step 2 to be initiated.**

22
23 **A final decision made with respect to any grievance at Step 1 of the**
24 **grievance procedure shall apply to that grievance only and shall not**
25 **become a binding precedent in the case of other grievances, nor a**
26 **precedent which shall bind the parties in interpretation of this**
27 **Agreement. All settlements of grievances in Step 1 must be**
28 **consistent with the terms and conditions of this Agreement.**

29
30 **STEP 2. Written Grievance Handling at Management Level.**

31 **If no settlement is reached in Step 1, the In-Plant**
32 **Representative/**Business Representative** shall submit the written**
33 **statement of grievance to the next level of Management for**
34 **reconsideration, with a copy to the designated Labor Relations**
35 **representative. After such submission the **manager working the****
36 ****grievance** and the In-Plant Representative/**Business Representative****
37 **may, within the next **fifteen (15)** workdays (unless mutually extended),**
38 **settle the written grievance and, over their signatures, indicate the**
39 **disposition made thereof. Otherwise, promptly after the expiration of**
40 **such fifteen (15)-day period (or agreed extension thereof) **the manager****

1 **working the grievance** and the In-Plant Representative/**Business**
2 **Representative** shall sign the grievance, with the **Company** indicating
3 the basis for denying the grievance, and their signatures will indicate that
4 the grievance has been discussed and reconsidered by them and that no
5 settlement has been reached.
6

7 **STEP 3. Written Grievance; Handling at In-Plant Representative /**
8 **Business Representative-Company Representative Level.**

9 If no settlement is reached in Step 2, within the specified or agreed time
10 limits, the **In-Plant Representative**/Business Representative may at any
11 time thereafter submit the grievance to the designated **Labor Relations**
12 representative. After such submission the designated representative of
13 the Company and the **In-Plant Representative**/Business Representative
14 may, within the next ten (10) workdays (unless mutually extended), settle
15 the grievance and, over their signatures, indicate the disposition made
16 thereof. Otherwise, promptly after the expiration of such ten (10)-day
17 period (or agreed extension thereof) the designated representative of the
18 Company and the **In-Plant Representative**/Business Representative
19 shall sign the grievance, with the designated **Labor Relations**
20 representative indicating the basis for denying the grievance, and their
21 signatures will indicate that the grievance has been discussed and
22 reconsidered by them and that no settlement has been reached.
23

24 **STEP 4. Arbitration.** If no settlement is reached in Step 3 within the
25 specified or agreed time limits, then either party may in writing, within
26 ten (10) workdays thereafter, request that the matter be submitted to an
27 arbiter for a prompt hearing as hereinafter provided in Sections 7.6 to
28 7.9, inclusive.
29

30 **Section 7.3. Dismissals, Suspensions, Layoffs, Etc.**

31 In cases of layoff, or of dismissal or suspension for cause, or of involuntary
32 resignation, the employee shall be given a copy of the layoff, suspension or
33 termination of service slip, as the case may be, if he is available to be
34 presented with such copy. If he is not available, copies of the slip will be
35 sent to the employee and to the Union office. The employee shall have the
36 right to appeal the action shown on the slip providing the **employee** has
37 filed a written grievance at Step 2 with the designated **Labor Relations**
38 representative within **ten (10)** workdays after the date of layoff, dismissal,
39 suspension for cause or involuntary resignation, or within **ten (10)**
40 workdays after the date of the mailing of the copy of the slip, provided,

1 however, that any dismissal or suspension of an employee who has
2 committed a sex crime victimizing a child or children shall be deemed to be
3 for cause and shall not be subject to the grievance and arbitration procedure
4 of this Article 7. The written grievance then may be processed through
5 subsequent steps.
6

7 **Section 7.4. Union Versus Company and Company Versus Union** 8 **Grievances**

9 In the case of any grievance which the Union may have against the
10 Company or the Company may have against the Union, the processing of
11 such grievance shall begin with Step 3 and shall be limited to matters
12 dealing with the interpretation or application of terms of this Agreement.
13 Such grievance shall be submitted in writing to the designated
14 representative of the Company or the designated representative of the
15 Union, and shall contain the following:

- 16 A. Statement of the grievance setting forth the facts upon which the
17 grievance is based.
- 18 B. Reference to the section or sections of the Agreement alleged to have
19 been violated.
- 20 C. The correction sought. The grievance shall be signed by the designated
21 representative of the Union or the designated representative of the
22 Company. If no settlement is reached within ten (10) workdays (unless
23 mutually extended) from the submission of the grievance to the
24 designated representative of the Company or the designated
25 representative of the Union, as the case may be, both shall sign the
26 grievance and indicate that it has been discussed and reconsidered by
27 them and that no settlement has been reached. Within ten (10)
28 workdays thereafter either party may in writing request that the matter
29 be submitted to an arbiter for a prompt hearing as hereinafter provided
30 in Sections 7.6 to 7.9, inclusive.
31

32 **Section 7.5. Retroactive Compensation**

33 Grievance claims involving retroactive compensation shall be limited to
34 **ninety (90)** calendar days prior to the written submission of the grievance
35 to Company representatives, provided, however, that this **ninety (90)**-day
36 limitation may be waived by mutual consent of the parties.
37
38
39
40

1 **Section 7.6. Selection of Arbiter - By Agreement**

2 In regard to each case reaching Step 4, the parties will attempt to agree on
3 an arbiter to hear and decide the particular case. If the parties are unable
4 to agree to an arbiter within ten (10) workdays after submission of the
5 written request for arbitration, the provisions of Section 7.7 Selection of
6 Arbiter - From Arbitration Panel shall apply to the selection of an arbiter.
7

8 **Section 7.7. Selection of Arbiter - From Arbitration Panel**

9 Immediately following execution of this Agreement the parties will proceed
10 to compile a list and agree upon one (1) permanent panel of arbiters, for life
11 of the agreement. Each panel shall be comprised of five (5) arbiters and,
12 insofar as practicable, the arbiters on each panel shall be located in the
13 general vicinity of the location identified with the title of their panel. If a
14 case reaches Step 4, and the parties are unable to agree to an arbiter within
15 the time limit specified in Section 7.6, the case shall be heard and settled
16 by an arbiter on the panel geographically identified with the grievance, if
17 available. An available arbiter is one who is available to conduct a hearing
18 within sixty (60) days (unless mutually extended) after expiration of the time
19 limit specified in Section 7.6. Assignment of cases to arbiters on each panel
20 shall be rotated in the alphabetical order of the last names of those available
21 on the panel.
22

23 **Section 7.8. Procedure Where Permanent Panel Arbiter Not Available**

24 In the event, as to any case, that there is no available arbiter on the
25 applicable Permanent Panel, the parties shall jointly request the American
26 Arbitration Association to submit a panel of seven (7) arbiters. Such request
27 shall state the general nature of the case and ask that the nominees be
28 qualified to handle the type of cases involved. When notification of the
29 names of the panel of seven (7) arbiters is received, the parties in turn shall
30 have the right to strike a name from the panel until only one (1) name
31 remains. The remaining person shall be the arbiter. The right to strike the
32 first name from the panel shall be determined by lot.
33

34 **Section 7.9. Arbitration - Rules of Procedure**

35 Arbitration pursuant to Step 4 shall be conducted in accordance with the
36 following:

- 37 A. The arbiter shall hear and accept pertinent evidence submitted by both
38 parties and shall be empowered to request such data as he deems
39 pertinent to the grievance and shall render a decision in writing to both
40

1 parties within fifteen (15) days (unless mutually extended) of the
2 completion of the hearing.

3 B. The arbiter shall be authorized to rule and issue a decision in writing
4 on the issue presented for arbitration, which decision shall be final and
5 binding on both parties.

6 C. The arbiter shall rule only on the basis of information presented in the
7 hearing before him and shall refuse to receive any information after the
8 hearing except when there is mutual agreement, in the presence of
9 both parties.

10 D. Each party to the proceedings may call such witnesses as may be
11 necessary in the order in which their testimony is to be heard. Such
12 testimony shall be limited to the matters set forth in the written
13 statement of grievance. The arguments of the parties may be
14 supported by oral comment and rebuttal. Either or both parties may
15 submit written briefs within a time period mutually agreed upon. Such
16 arguments of the parties, whether oral or written, shall be confined to
17 and directed at the matters set forth in the grievance.

18 E. Each party shall pay any compensation and expenses relating to its
19 own witnesses or representatives.

20 F. The Company and the Union shall, by mutual consent, fix the amount
21 of compensation to be paid for the services of the arbiter. The Union
22 or the Company, whichever is ruled against by the arbiter, shall pay
23 the compensation of the arbiter including his necessary expenses.

24 G. The total cost of the stenographic record (if requested) will be paid by
25 the party requesting it. If the other party also requests a copy, that
26 party will pay one-half of the stenographic costs.

27 28 **Section 7.10. Extension of Time Limits by Agreement**

29 Time limits designated in this Article 7 for processing grievances and for
30 bringing a matter to arbitration may only be extended by mutual written
31 consent.

32 33 **Section 7.11. Agreement Not to be Altered**

34 In arriving at any settlement or decision under the provisions of this Article
35 7, neither the parties nor the arbiter shall have the authority to alter this
36 Agreement in whole or in part.

37 38 **Section 7.12. Conferences During Working Hours**

39 All conferences resulting from the application of provisions contained in this
40 Article 7 shall be held during working hours.

1 **Section 7.13. Business Representative, When Not Available, May**
2 **Authorize Designee**

3 For any period that the Business Representative is unavailable to serve in
4 that capacity under this Article 7, he may designate an accredited Steward
5 or another accredited Business Representative to act for him, as his
6 designee. As to each such period of unavailability, authorization of the
7 designee will be accomplished by the Business Representative informing the
8 appropriate Company Representative of the expected period of the Business
9 Representative's unavailability and naming the designee. When the
10 Business Representative again is available to perform his duties under this
11 Article 7, he shall promptly notify the Company representative of the fact
12 and such notice will terminate the period during which the designee is
13 authorized to act.

14
15 **Section 7.14. Signing Grievance Does Not Concede Arbitrable Issue**

16 The signing of any grievance by any employee or representative either of the
17 Company or of the Union shall not be construed by either party as a
18 concession or agreement that the grievance constitutes an arbitrable issue,
19 that other claims or defenses may not be raised, or that the grievance is
20 properly subject to the grievance machinery under the terms of this Article
21 7.

22
23 **Section 7.15. Union Jurisdictional Claims**

24 Union jurisdictional claims arising under the provisions of Section 1.1 of
25 this Agreement, shall be handled pursuant to the provisions of Section 7.4
26 and Sections 7.6 through 7.14, inclusive, except that the following
27 requirements shall apply:

- 28 A. The written statement of grievance shall identify the job involved, state
29 the Union's contention or contentions in detail, and shall contain a
30 detailed statement of the reasons for the position taken by the Union.
- 31 B. If the Company and the Union are unable to agree upon the contents
32 and scope of the record to be presented to the arbiter, either party may
33 present to the arbiter whatever evidence, testimony and written
34 argument it deems relevant to the question to be submitted to the
35 arbiter. A written summary of such evidence, testimony and written
36 argument will be submitted to the other side at least ten (10) days in
37 advance of the hearing.
- 38 C. If the parties are unable to agree upon the question that is to be
39 submitted to the arbiter for decision, the question to be submitted to,
40 and answered by, the arbiter shall be: "On the basis of the evidence,

1 information, and arguments submitted by the parties in reference to
2 the Union's contention in this case, is the Company violating Article 1,
3 Section 1.1.?"

4 D. The arbiter shall answer the question submitted to him under Section
5 7.15(c) or the agreed statement of the issue presented by both parties.
6 The arbiter's answer shall either be in the affirmative or the negative.
7 The arbiter shall confine the proceedings before him to the questions
8 presented to him in accordance with this Section 7.15 and he shall not
9 have authority to specify any change in a job or any change in the work
10 assignments under a job or the creation of a new job or any other
11 remedy or type of award.

12 E. If the arbiter's answer sustains the Union's contention, the Company
13 shall, within thirty (30) days (or any longer period to which the parties
14 may mutually agree) after receiving the arbiter's decision, take
15 whatever corrective action is necessary to eliminate the basis for the
16 Union's jurisdictional claim in the particular case.

17 Any resolution of any claim or controversy under Section 1.1, whether
18 by mutual agreement or by arbitration, that requires corrective action
19 on the part of the Company shall be prospective in effect from the date
20 of the corrective action taken by the Company.

21 **Section 7.16. Steward-Manager Training**

22 Within the first six (6) months of the contract, joint Union-Company training
23 will be provided to Stewards and 1st level Managers on grievance
24 investigation and resolution, and should continue for all future Stewards
25 and new Managers.
26
27

28 **ARTICLE 8**

29 **LEAVES OF ABSENCE, BEREAVEMENT,**

30 **JURY/WITNESS DUTY**

31
32

33 **Section 8.1. Authorized Leaves of Absence**

34 Leaves of Absence will be granted in accordance with the Family and
35 Medical Leave Act (FMLA) and the Spirit AeroSystems, Inc. local policy.
36 Falsification or misrepresentation of facts in connection with a FMLA
37 request shall be cause for discharge.
38
39
40

1 **Section 8.2. Leave of Absence Condition**

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

5
6 **Section 8.3. Military Leave of Absence**

7 An employee who is a member of a reserve component of the United States
8 Armed Forces or a State's National Guard, who is absent due to required
9 active annual training duty or temporary special services duty, shall be paid
10 Base Rate plus shift premiums and cost of living adjustment where
11 applicable, up to a maximum of ten (10) workdays each calendar year. An
12 employee who, because of schedule adjustments by the reserve component,
13 receives orders to report for two (2) training periods in one (1) calendar year
14 may receive time off with pay in excess of the ten (10)-day annual maximum
15 provided that the total time off with pay does not exceed twenty (20)
16 workdays in a two (2) consecutive year period (either current and previous
17 calendar years or current and following calendar years) and the employee
18 was a member of the reserve component during both of the applicable
19 consecutive years. Employees with military orders to serve additional days
20 of duty will be placed on unpaid authorized leave of absence. The amount
21 due the employee under this Section shall be reduced by the amount
22 received from the government body identified with such training duty or
23 services, for the period of such duty (up to the maximum period mentioned
24 above). Such items as subsistence, uniform and travel allowance shall not
25 be included in determining pay received from state or federal government.

26
27 **Section 8.4. Bereavement Leave**

28 Up to three (3) days bereavement leave with pay will be granted to an
29 employee on the active payroll who, because of death in his immediate
30 family, takes time off from work during his normal work schedule as such
31 term is defined in Section 6.1 of this Agreement. Such pay shall be at the
32 employee's straight time base rate, including shift differential and cost of
33 living adjustment where applicable for each such day off; however, such pay
34 will not be applicable if the employee receives pay for such days off under
35 any other provision of this Agreement. **Bereavement leave does not need
36 to be taken consecutively** but must be taken as selected by the employee
37 within twenty (20) calendar days following the death (or evidence of belated
38 notification of death), **unless unforeseen circumstances delay
39 funeral/memorial services beyond the 20 days.** For the purposes of this
40 Section 8.4 the "immediate family" is defined as follows: spouse, mother,

1 father, mother-in-law, father-in-law, children, brother, sister, **brother-in-**
2 **law, sister-in-law,** son-in-law, daughter-in-law, great-grandparents,
3 grandparents, grandchildren, stepmother, stepfather, stepchildren,
4 stepbrother, stepsister, half brother, half sister, spouse's grandparents,
5 same gender domestic partner, step-grandparents and spouse's step-
6 grandparents. In addition, an employee will be granted bereavement leave
7 for a stillborn child if the employee provides a certificate of fetal death, which
8 has been certified by the attending physician.

9 10 **Section 8.5. Jury/Witness Duty**

11 A. An employee absent from work due to (1) required jury duty (including
12 grand jury duty), (2) to testify as a witness for the Company, (3) to
13 respond to a subpoena to appear as a witness in any legal proceeding,
14 (4) to appear at an arbitration resulting from the referral, by a court,
15 for a lawsuit that has been filed with the court (excluding arbitration
16 pursuant to a Collective Bargaining Agreement or other contractual
17 provisions) or (5) to respond to a subpoena to appear for a deposition
18 will be paid for such lost hours at his current straight time rate,
19 including any applicable cost of living adjustment and shift premium,
20 up to a maximum of the employee's regularly scheduled working hours
21 per day, for each regular work day of required jury or witness duty.
22 Employees will be excused from their scheduled shift for each day they
23 serve. **Employees on an alternative work schedule will receive pay**
24 **for their scheduled hours (10 or 12 hours per day) provided that**
25 **they are scheduled for that day.** Fees received for jury or witness
26 duty will not be deducted from such pay. To be eligible for time off with
27 pay, the employee must furnish a copy of this summons or subpoena
28 to management, before the appearance, to indicate that the absence
29 from work is necessary to appear for a jury duty or to serve as a
30 witness. In addition, management may require verification of such
31 appearance.

32 B. An employee is not entitled to pay under this Section 8.5 in
33 circumstances where the employee (1) is called as a witness against
34 the Company or its interests; or (2) is called as a witness on his own
35 behalf in an action in which he is a party; or (3) voluntarily seeks to
36 testify as a witness; or (4) is a witness in a case arising from or related
37 to his outside employment or outside business activities; or (5) is
38 subpoenaed as a witness while on leave of absence except when serving
39 as a Company witness. **In such circumstances, the employee's**
40 **absence will be excused (not paid), provided the employee**

1 **furnishes a copy of the relevant summons or subpoena to**
2 **management before the appearance to indicate the absence is**
3 **necessary to appear as a witness.**
4

5 **Section 8.6. Return from Leave of Absence**

- 6 A. Where an employee returns from leave of absence that was granted due
7 to industrial injury or illness and he is medically able to perform the
8 job which he last held, he will be returned to it provided it does not
9 conflict with seniority.
- 10 B. If leave was granted due to non-industrial injury or illness and the
11 period of leave is less than one year, the employee will be returned to
12 their last job held providing it does not conflict with seniority.
- 13 C. If leave was granted due to non-industrial injury or illness and the
14 period of leave is in excess of one (1) year but less than three (3) years,
15 the employee may be returned to the job title which the employee last
16 held provided there is an opening in such job title and the employee's
17 placement is not inconsistent with Article 9; otherwise, the employee
18 may be placed on layoff.
- 19 D. If leave was granted to accept a full-time position with the Union, the
20 employee will be returned to the job which he last held if such job is
21 then populated; if such job is not then populated he will be returned
22 to one of equal level.
- 23

24 **Section 8.7. Reinstatement Following a Medical Termination**

- 25 A. If an employee has been terminated because of medical limitations,
26 resulting from an industrial illness or injury, that cannot be reasonably
27 accommodated, the Company will reinstate the employee provided the
28 following conditions are met:
- 29 1. Within sixty (60) months of the employee's termination, the
30 employee's medical limitations change to a degree that the employee
31 can perform the essential functions of the job, with or without a
32 reasonable accommodation, from which the employee was
33 terminated; and
- 34 2. The employee's seniority will hold.
- 35 B. If reinstated, under Section 8.7.A. the employee's seniority will be
36 restored.
- 37 C. If within twelve (12) months of the employee being reinstated, the
38 employee's work restrictions, that relate to the previous industrial
39 injury or illness, again prevent the employee from performing the
40 essential functions of the employee's job, with or without a reasonable

1 accommodation, and the employee is once more terminated, the
2 employee will lose all seniority and will not be eligible for reinstatement
3 pursuant to this section. The employee would still be eligible for rehire
4 consideration.

5
6 **Section 8.8 Leave for Holding Elected Political Position**

7 **An employee will be granted an unpaid leave of absence when requested**
8 **while holding a full time political office.**

9
10
11 **ARTICLE 9**
12 **SENIORITY**
13

14 **Section 9.1. Accumulation of Seniority**

15 The seniority of an individual at any time (subject to the other Sections of
16 this Article 9) shall be:

- 17 A. The amount of seniority the individual had immediately prior to the
18 effective date of the Agreement, calculated in accordance with the
19 collective bargaining agreement between the parties dated June 25,
20 2005; plus
- 21 B. The time after such effective date that the individual is on the active
22 payroll of the Company within any bargaining unit to which this
23 Agreement relates; plus
- 24 1. employees temporarily promoted to management payroll or
25 promoted to individual contributors payroll for purposes of staffing
26 a joint program (such employees to continue to accrue seniority in
27 accordance with Section 9.1(B) above); plus
 - 28 2. time lost by reason of industrial injury, industrial illness, or jury
29 duty; plus
 - 30 3. time on leave of absence granted for the purpose of serving in the
31 Armed Forces of the United States; plus
 - 32 4. time spent on authorized leave of absence for Union business; plus
 - 33 5. time spent on leave of absence granted by the Company for the
34 purpose of permitting an employee to engage in activities requested
35 by the Company; plus
 - 36 6. time spent on authorized leave of absence granted because of
37 pregnancy or to cover periods of non-industrial injury or illness, not
38 to exceed one (1) year during any such period; plus
 - 39 7. the first ninety (90) days of any other authorized leave of absence;
40 plus

- 1 8. time on disability retirement from any such unit provided the
2 employee qualifies to return to the active payroll; plus
- 3 9. time on layoff from any such unit not to exceed, in each instance:
 - 4 1. a period of six (6) years for employees with five (5) or more years
5 of seniority at time of layoff (less time on leave under
6 Subparagraphs 9.1(B)(6.) and 9.1(B)(7.) where such leave
7 immediately precedes such layoff);
 - 8 2. a period of five (5) years for employees with three (3) or more but
9 less than five (5) years seniority at time of layoff (less time on leave
10 under Subparagraphs 9.1(B)(6.) and 9.1(B)(7.) where such leave
11 immediately precedes such layoff);
 - 12 3. a period of three (3) years for employees with one (1) or more years
13 but less than three (3) years seniority at time of layoff (less time
14 on leave under Subparagraphs 9.1(B)(6.) and 9.1(B)(7.) where
15 such leave immediately precedes such layoff);
 - 16 4. a period of one (1) year for employees with less than one (1) year
17 seniority at time of layoff (less time on leave under Subparagraphs
18 9.1(B)(6.) and 9.1(B)(7.) where such leave immediately precedes
19 such layoff).

21 **Section 9.2. Loss of Seniority**

22 An individual shall lose seniority rights for the following reasons:

23 A. Voluntary Resignation.

24 B. Resignation. An individual who, while on leave of absence, engages in
25 other employment or fails to report for work or to obtain renewal of his
26 leave on or before its expiration, will be considered as having resigned.

27 C. Discharge for cause.

28 D. Failure to respond with his acceptance within seven (7) regular
29 workdays after dispatch by certified mail, return receipt requested, of
30 a recall from layoff unless such period is extended by the Company if
31 such recall is to a job that he must accept under the applicable
32 provisions of Article 9 or lose seniority. However, if such an employee,
33 who otherwise would retain his seniority except for the provisions of
34 this Section 9.2(D.), contacts the Company in writing within thirty (30)
35 calendar days of his seniority loss, his seniority will be reinstated and
36 he will be placed on the roster in seniority order for prospective
37 purposes.

38 E. Failure to report for work within five (5) workdays after acceptance or
39 on such later date as may be designated by the Company.

1 F. Retirement (excludes those employees on disability retirement who
2 may qualify to return to the active payroll).

3 G. Any employee of the Company outside of a collective bargaining unit
4 covered by this Agreement who is discharged or quits shall be
5 considered a new hire without seniority if subsequently employed
6 within the bargaining unit.

7 8 **Section 9.3. Reinstatement of Seniority Lost by Reason of Duration of** 9 **Layoff**

10 An employee laid off by Boeing on or after October 4, 1980 but before the
11 effective date, upon re-employment by the Company, have that seniority
12 reinstated if the employee returns to the active payroll and his period of
13 separation from the active payroll does not exceed the amount of seniority
14 he had at the date of his layoff, plus the amount of seniority he accumulated
15 under the applicable provisions of all Collective Bargaining Agreements
16 between the parties and between the IAM and Boeing beginning October 4,
17 1980 and thereafter.

18 19 **Section 9.4. Nature of Seniority Rights**

20 Seniority rights are those specified by effective written agreement and shall
21 not be deemed to exist independently of such agreement.

22 23 **Section 9.5. Transfer to Management, Workplace Coach, or** 24 **Operational Support Specialist.**

25 The Company may transfer or promote employees from the collective
26 bargaining unit covered by this Agreement to **positions in management**
27 **over bargaining unit employees, workplace coach positions or to**
28 **Operational Support Specialist positions outside of the bargaining unit.**
29 An employee, who has been or will be transferred from a job classification
30 covered by this Agreement to a position within **management over**
31 **bargaining unit employees, workplace coach position, or Operational**
32 **Support Specialist position outside of the bargaining unit, will have his**
33 **seniority frozen** and will resume accumulating such seniority in case he
34 returns to the bargaining unit. An employee returning from **a position in**
35 **management over bargaining unit employees, or from either a**
36 **workplace coach position or from an Operational Support Specialist**
37 **position** will be returned to the job last held (if populated) or another job of
38 the same labor level. In exceptional cases, he may be returned to a higher
39 labor level in the same job classification as the job he last held, but such
40 exception shall require concurrence by the Union.

1 **Section 9.6. Elected/Appointed to Union Office**

2 An employee covered by this Agreement who is elected or appointed to one
3 of the following Union Offices: President, Business Representative, In-Plant
4 Representative, or other full time staff member, or becomes a Representative
5 of the Grand Lodge shall be granted a leave of absence to serve in such office
6 full time and will retain previous seniority and accumulate seniority while
7 serving in these positions, for the purpose of reemployment and benefit
8 eligibility and accrual levels, provided he notifies the Company of his intent
9 to return to the bargaining unit at least ten (10) calendar days in advance
10 of such intended return. Upon return from leave of absence, the employee
11 will be eligible to utilize any unused **ETO** accruals accumulated by the
12 employee at the time of his appointment to the Union position. Not more
13 than fifteen (15) such leaves of absence may be in effect at one time.

14
15 **Section 9.7. Employees on Overseas Assignment**

16 Employees on overseas assignment who perform production work will
17 continue to accumulate seniority during such period of assignment without
18 regard to their payroll classification while on such assignment. If such an
19 employee, at the time of such assignment, had on file with the Company an
20 effective authorization for Union dues deduction, the Company will continue
21 to make such Union dues deductions during such period, and the Union
22 agrees to save the Company harmless from any claim for damages on the
23 part of any employee so affected.

24
25 **Section 9.8. Probationary Period**

26 Employees hired after the effective date that do not have Boeing job rights
27 (defined as having Category A rights as of June 17, 2005), may be
28 terminated within the first sixty (60) days for any reason deemed
29 appropriate by management. **The Company may extend an employee's**
30 **probationary period by up to 60 days with the concurrence of the**
31 **Union's Business Representatives. Such concurrence shall not be**
32 **unreasonably withheld.** The Company will attempt to assign a common set
33 of tasks to the employee during this probationary period to enable the
34 employee to familiarize him or herself with the job requirements.

**ARTICLE 10
HOLIDAYS**

Section 10.1. Dates Observed

There will be twelve (12) scheduled **and one (1) floating** paid holidays each calendar year. **In order to be eligible to receive a floating paid holiday, an employee must be on the active payroll on January 1 of the year in which it is granted. This floating holiday will not be rolled over for usage in the following calendar year, and is not eligible for payout on an annual basis or upon separation from the company. Employees will be required to schedule their floating holiday prior to the day of usage. This time must be taken as an entire day and cannot be taken in increments.**

The following holidays shall be observed by the Company for the purpose set forth in this Article:

2023 Holidays	Day of Week	Date of Observance
Independence Day	Tuesday	July 4, 2023
Labor Day	Monday	September 4, 2023
Thanksgiving Day	Thursday	November 23, 2023
Day following Thanksgiving	Friday	November 24, 2023
Christmas Break	Friday	December 22, 2023
Christmas Day	Monday	December 25, 2023
Christmas Break	Tuesday	December 26, 2023
Christmas Break	Wednesday	December 27, 2023
Christmas Break	Thursday	December 28, 2023
Christmas Break	Friday	December 29, 2023

2024 Holidays	Day of Week	Date of Observance
New Year's Day	Monday	January 1, 2024
Memorial Day	Monday	May 27, 2024
Independence Day	Thursday	July 4, 2024
Labor Day	Monday	September 2, 2024

Thanksgiving Day	Thursday	November 28, 2024
Day following Thanksgiving	Friday	November 29, 2024
Christmas Break	Tuesday	December 24, 2024
Christmas Day	Wednesday	December 25, 2024
Christmas Break	Thursday	December 26, 2024
Christmas Break	Friday	December 27, 2024
Christmas Break	Monday	December 30, 2024
Christmas Break	Tuesday	December 31, 2024

2025 Holidays	Day of Week	Date of Observance
New Year's Day	Wednesday	January 1, 2025
Memorial Day	Monday	May 26, 2025
Independence Day	Friday	July 4, 2025
Labor Day	Monday	September 1, 2025
Thanksgiving Day	Thursday	November 27, 2025
Day following Thanksgiving	Friday	November 28, 2025
Christmas Break	Wednesday	December 24, 2025
Christmas Day	Thursday	December 25, 2025
Christmas Break	Friday	December 26, 2025
Christmas Break	Monday	December 29, 2025
Christmas Break	Tuesday	December 30, 2025
Christmas Break	Wednesday	December 31, 2025

2026 Holidays	Day of Week	Date of Observance
New Year's Day	Thursday	January 1, 2026
Memorial Day	Monday	May 25, 2026
Independence Day	Friday	July 3, 2026
Labor Day	Monday	September 7, 2026
Thanksgiving Day	Thursday	November 26, 2026
Day following Thanksgiving	Friday	November 27, 2026

Christmas Break	Thursday	December 24, 2026
Christmas Day	Friday	December 25, 2026
Christmas Break	Monday	December 28, 2026
Christmas Break	Tuesday	December 29, 2026
Christmas Break	Wednesday	December 30, 2026
Christmas Break	Thursday	December 31, 2026

2027 Holidays	Day of Week	Date of Observance
New Year's Day	Friday	January 1, 2027
Memorial Day	Monday	May 31, 2027

1
2 **Section 10.2. Unworked Holidays**

3 Employees shall receive eight (8) hours pay for unworked holidays (those
4 holidays designated above), at their base rate in effect at the time the holiday
5 occurs, plus applicable shift differential and Cost of Living Adjustment, if,
6 on the holiday, they are on the active payroll, including those on approved
7 leave of absence for not longer than ninety (90) calendar days. Employees
8 not on leave of absence who take leave without pay (LWOP) at the time the
9 holiday occurs shall be eligible for holiday pay.

10
11 **Section 10.3. Worked Holidays**

12 Employees who are required to work on the above named holidays shall
13 receive the pay due them for the holiday, plus double their base rate for all
14 hours worked on such holiday, plus shift differential and Cost of Living
15 Adjustment, if applicable, unless the employee starts to work at 10:00 P.M.,
16 or thereafter on that day.

17
18 **Section 10.4. Holidays During Vacation**

19 Should a holiday occur while an employee is on vacation, the employee shall
20 be allowed to take one (1) extra day of vacation with pay in lieu of the holiday
21 as such.

22
23 **Section 10.5. Employees on Non-Regular Workweek**

24 For those employees who regularly work on Saturday and/or Sunday,
25 receiving two (2) consecutive days off during the week, the two (2) days off
26 shall be treated as "Saturday" and "Sunday," in that order, for the purposes
27 of this Article 10. Should any of the holidays observed by the Company
28 occur on such a "Sunday," the following day shall be considered as a holiday

1 for such employees. Should any of the holidays observed by the Company
2 occur on such a "Saturday," the preceding day shall be considered as a
3 holiday for such employees.
4

5 **Section 10.6. Employees on Third Shift**

6 Those employees who are assigned to work on third shift shall observe
7 holidays in accordance with Sections 10.1 through 10.6 except when
8 Independence Day falls on a Tuesday, Wednesday or a Thursday. When this
9 occurs, they shall observe the Independence Day holiday on the fifth of
10 July.
11

12 **ARTICLE 11**
13 **EARNED TIME OFF**
14

15 **Section 11.1. Computation of Credit**

16 **A. All current vacation and sick leave balances shall be converted to**
17 **earned time off ("ETO") balances and the provisions of this Article**
18 **11 will be implemented as soon as administratively practicable**
19 **following the effective date of this agreement.**

20 **B. All earned time off must be approved in advance by one's**
21 **supervisor excluding illnesses. The amount of earned time off**
22 **depends on the amount of seniority. Subject the exception for**
23 **new employees in subsection (F) below, ETO will be accrued per**
24 **pay period in accordance with the following schedule:**

Seniority	Accrual Rate
< 5 years	1 hour of ETO for each 17.00 hours worked
5 - 10 years	1 hour of ETO for each 14.55 hours worked
10 - 15 years	1 hour of ETO for each 11.80 hours worked
15 - 20 years	1 hour of ETO for each 10.90 hours worked
20 - 25	1 hour of ETO for each 10.00 hours worked
> 25	1 hour of ETO for each 9.10 hours worked

25 **C. Each hour worked on third shift shall be increased, at the ratio of**
26 **eight (8) to six and one-half (6-1/2) for the purpose of computing**
27 **credit.**
28

29 **D. Total credit for any pay period will be computed to the nearest**
30 **tenth of an hour.**

1 **E. All hours for which an employee is paid will be counted as hours**
2 **worked in the computation of credit and hours worked at premium**
3 **rates shall be counted as straight time hours in such computation.**

4 **F. New employees will receive an advance of 40 hours of ETO credit**
5 **immediately upon completion of their probationary periods.**
6 **Therefore, new employees will not begin accruing ETO credit**
7 **based upon the schedule above until they have worked 680 hours**
8 **in their first year.**

9
10 **Section 11.2. Unused Credit**

11 **If any employee does not use all or part of their ETO, the unused**
12 **balance of ETO will continue to accrue from year to year. At the**
13 **employee's discretion, employees may choose to receive pay in**
14 **exchange for unused ETO. The employee must request to be paid for**
15 **any unused ETO ten or more working days before the date upon which**
16 **they wish to exchange their ETO. Payments will be made on the first**
17 **full pay period following the selected exchange date. On any**
18 **anniversary of an employee's seniority date, an employee shall not be**
19 **permitted to carry forward more than the maximum number of ETO**
20 **hours listed below:**

21

Seniority	Maximum ETO hours
< 5 years	244
5 - 10 years	286
10 - 15 years	352
15 - 20 years	380
20 - 25	416
> 25	456

22
23 **If an employee has more than the maximum allowed ETO hours on the**
24 **anniversary of their seniority date, the employee will be paid for the**
25 **excess accrued and unused ETO. All payments in lieu of ETO shall be**
26 **made at the employee's Base Rate in effect at the time the ETO is**
27 **exchanged, including shift premium where applicable.**

28
29 **Section 11.3. Effect of Termination**

30 **Upon termination of an employee's employment for any reason, such**
31 **employee shall receive pay in lieu of his hours of ETO credit earned**
32 **and unused up to and including the effective date of his termination**
33 **of employment.**

ARTICLE 12
GROUP INSURANCE AND RETIREMENT PLANS
Synopsis of Benefit Plans for
IAM Represented Employees

The following is a summary of coverage for plans offered. Benefits will be effective July 1, 2023.

Coordinated Care (Core) Plan (CCP)

You must choose a primary care physician (PCP) who will coordinate your care and refer you to specialist when necessary. Benefits are higher when you obtain care from a CCP network provider. Generally network coverage is provided at 100% after a copay and 60% after the deductible when you do not use a network provider. You will pay a lower office visit copay when you use high performing providers.

Coverage Level	Network Deductible	Out-of-Network Deductible	Network Out-of-Pocket Maximum (excluding deductible) *maximums were introduced after 2010 due to a change in law.	Out-of-Network Out-of-Pocket Maximum (excluding deductible)
Employee	None	\$600	\$5,350	\$1,500
Employee + Spouse	None	\$1,200	\$10,700	\$2,250
Employee + Child (ren)	None	\$1,200	\$10,700	\$2,250
Family	None	\$1,800	\$10,700	\$3,000

CCP Prescription Coverage

Prescription coverage will be available when purchased at a network retail pharmacy or through the mail service program. Your copay amounts for network coverage are shown below:

Network Retail Prescriptions	\$8 copay generic
(30-day supply)	\$15 copay formulary
	\$30 copay non-formulary
Network Mail Service Prescriptions	\$16 copay generic
(90-day supply)	\$30 copay formulary
	\$60 copay non-formulary

1 **Consumer Directed (Enhanced) Health Plan (CDHP)**

2 Under this plan, you will manage your care and how your health care dollars
3 are spent. You may use any provider to receive care but will receive higher
4 benefits (90%) when you use a network provider than when you use an out-
5 of-network provider (60%). The Company will make a contribution to a
6 Personal Care Account (PCA) ranging from \$500 to \$1,500 depending on
7 your coverage level. Unused funds will be carried over to the next year.
8 This plan has a network deductible and an out-of-pocket maximum. See
9 below:

Coverage Level	Network Deductible	Out-of-Network Deductible	Network Out-of-Pocket Maximum (excluding deductible)	Out-of-Network Out-of-Pocket Maximum (excluding deductible)
Employee	\$1,000	\$2,000	\$1,000	\$2,000
Employee + Spouse	\$1,750	\$3,500	\$1,500	\$3,000
Employee + Child (ren)	\$1,750	\$3,500	\$1,500	\$3,000
Family	\$2,500	\$5,000	\$2,000	\$4,000

10
11
12
13
14

1 **CDHP Prescription Coverage**

2 Prescription coverage will be available when purchased at a network retail
3 pharmacy or through the mail service program. Your copay amounts for
4 network coverage are shown below:

Network Retail Prescriptions	\$10 copay generic
(30-day supply)	\$20 copay formulary
	\$35 copay non-formulary
Network Mail Service Prescriptions	\$25 copay generic
(90-day supply)	\$50 copay formulary
	\$85 copay non-formulary

5 **Medical Plan Monthly Contributions 7/1/2023 through 6/30/2024**

Coverage Level	CCP	CDHP
Employee	\$175.40	\$43.36
Employee + Spouse	\$350.80	\$86.72
Employee + Child(ren)	\$350.80	\$86.72
Family	\$526.20	\$130.06

- 6 • To waive coverage, you will be required to show proof of coverage
7 elsewhere.
- 8 • Future medical contributions:
 - 9 ○ CCP (Core) Plan –Through the life of the contract the employee
10 premium share will be 20% of the overall medical premium. Any
11 increase to the total cost of the Core plan above 7% annually will
12 be absorbed by the Company.
 - 13 ○ CHDP (Enhanced) Plan – 5% of overall medical premium cost.
14

15 Qualified High Deductible Health Plans (currently the Green, Blue, and
16 Orange plans) will be offered on the same terms as for the Company’s
17 management and salaried (non-represented) Wichita full-time workforce.
18 The Company reserves the right to make any changes to these plans deemed
19 necessary. These plans may be modified from time to time for management
20 and salaried (non-represented) employees. If so modified, the same

1 modifications will be made to plans covering individuals covered under this
2 Agreement.

3 4 **Health Savings Account (HSA)**

5 **Qualified High Deductible Health Plans allow employees to elect a**
6 **Health Savings Account (HSA). HSA accounts fees are paid by the**
7 **Company in conjunction with an active election of a Company**
8 **sponsored HSA. Effective with the first pay period after June 30, 2024**
9 **the Company shall contribute 70% of the applicable deductible into**
10 **the employee's HSA for those who enroll in the Green or Blue Plan.**
11 **The Orange Plan HSA will be funded the same as the Blue Plan HSA.**
12 **Effective with the first pay period after June 30, 2026 the Company**
13 **shall contribute 60% of the applicable deductible into the employee's**
14 **HSA for those who enroll in the Green or Blue Plan. The Orange Plan**
15 **HSA will be funded the same as the Blue Plan HSA. Effective with the**
16 **first pay period after June 30, 2027 the Company shall contribute 50%**
17 **of the applicable deductible into the employee's HSA for those who**
18 **enroll in the Green or Blue Plan. The Orange Plan HSA will be funded**
19 **the same as the Blue Plan HSA. Effective with the first pay period of**
20 **each plan year thereafter, the company shall contribute 50% of the**
21 **Green or Blue Plan's applicable deductible into the employee's HSA.**
22 **The Orange Plan HSA will be funded the same as the Blue Plan HSA.**
23 **The Company shall permit employees the ability to make HSA**
24 **contributions via payroll deduction.**

25 26 **Coordinated Primary Care (CPC) Clinic**

27 **The Company will provide employees and members with access to**
28 **Concierge Primary Care (CPC) services when enrolled in either the**
29 **Green, Blue, or Orange plan. CPC is an optional health care delivery**
30 **model structured to improve health outcomes, lower costs, and provide**
31 **an enhanced patient care experience. Employees who elect to**
32 **participate in the CPC network plan option and who enroll in a**
33 **qualified high deductible health plan (Green, Blue, or Orange plan) will**
34 **receive a 5% reduction in premiums.**

35
36 **The CPC clinic shall charge the lowest reasonable fee for the services**
37 **and/or Prescriptions provided as permitted by law. Included within the**
38 **office visit fee are a list of free generic drugs that the CPC doctor can**
39 **prescribe and fill for applicable diagnoses. The free generic drug list is**
40

1 **maintained by CPC staff. This list is subject to change by Ascension**
2 **Via Christi.**

3
4 **Healthy Spirit Activities**

5 **The Healthy Spirit discounts will no longer apply after June 30, 2024.**

6
7 **Two Dental Plan Options Available**

8 Offered through Delta Dental, two options will be available: a dental PPO
9 style and a dental HMO style plan.

10
11 **Dental Plan Monthly Contributions 7/1/2023 through 6/30/2024**

Coverage Level	Dental PPO Preferred	Dental Premier
Employee	\$ 12.40	\$ 3.86
Employee + Spouse	\$ 24.82	\$ 7.72
Employee + Child(ren)	\$ 24.82	\$ 7.72
Family	\$ 37.22	\$ 11.56

12 **Health Care and Dependent Care Spending Accounts**

13 Both a health care and dependent care spending account will be offered.
14 You may contribute from \$250 to the **IRS annual maximum** annually to a
15 health care spending account and \$250 to the **IRS annual maximum** for a
16 dependent care account. Use the money to pay for eligible health care or
17 dependent care expenses. Your contributions are made before taxes are
18 taken out of your paycheck. This means you pay no Social Security, federal
19 and in most cases state taxes on this money.

20
21 **Welfare Coverage**

22 Comprehensive welfare coverage will be offered to provide financial
23 protection for you and your family if you become sick, injured or die.

Welfare Coverage	Paid By	Benefit
Weekly Disability	Company	\$330 per week (\$165 for disabilities covered by worker's compensation); 26 week maximum

Basic Life	Company	\$50,000
Supplemental Life	You	1 to 5 times annual base wage; spouse coverage available at 50% or 100% of your basic life coverage; \$10,000 for each child; evidence of insurability may apply
Basic AD&D	Company	\$40,000; actual payment depends on loss suffered
Supplemental AD&D	You	1 to 5 times annual base wage; spouse coverage available at 50% of your election; 10% of your election for children's coverage
Business Travel Accident ("BTA")	Company	2 times annual base wage; actual payment depends on the loss suffered.
Employee Assistance Plan	Company	Up to 6 in-person or virtual visits per year per issue.

1 **Retirement and Savings**

2 The Company will provide contributions for your participation in the IAM
3 National Pension Fund. You will automatically participate in the IAM
4 National Pension Fund beginning on July 29, 2005. You will accrue a
5 benefit for each year of future service and will be eligible for normal, early,
6 and disability retirement, along with survivor benefits. Benefit accruals are
7 as follows:

- 8
- 9 2010 (effective July 1) - \$66.08
 - 10 2011 (effective July 1) - \$68.08
 - 11 2012 (effective July 1) - \$70.09
 - 12 2013 (effective July 1) - \$72.90
 - 13 2014 (effective July 1) - \$74.10
 - 14 2015 (effective July 1) - \$76.10
 - 15 2016 (effective July 1) - \$77.98
 - 16 2017 (effective July 1) - \$79.89
 - 17 2018 (effective July 1) - \$81.73
 - 18 **2019-22 (effective July 1) - \$83.59**
 - 19 **2023 (effective July 1) - \$85.46**
 - 20 **2024 (effective July 1) - \$87.33**
 - 21 **2025 (effective July 1) - \$89.20**
 - 22 **2026 (effective July 1) - \$89.20**

1 In addition you have an opportunity to defer on a pre-tax or after tax basis
2 into the IAM's 401(k) plan.

3
4 Information also available at www.iamnpf.org

5
6 **Retiree Medical**

7 The Company will offer subsidized retiree medical coverage upon retirement
8 **for those who have been continuously employed since June 17, 2005,**
9 **are or turn 59 ½ (fifty-nine and a half) during the term of this**
10 **Agreement, and have at least 10 years of vesting service. If you elect**
11 **subsidized medical coverage upon retirement,** you will pay the same
12 premiums until you reach age 65 or become medicare eligible due to a
13 disability, that you would have paid as an active employee **in the applicable**
14 **benefit year.** In addition, "access-only" retiree medical coverage is available
15 to all current and future employees upon retirement at age 55 with 10 years
16 of vesting service **or upon retirement at age 60 with 5 years of vesting**
17 **service.** Costs for access-only coverage will be fully paid by the retiree,
18 based on the cost of coverage for the retired employee population.

19
20 **Active Annual Enrollment**

21 **Active or passive annual enrollment is at the discretion of the**
22 **Company. There are circumstances when the Company is required to**
23 **have an active annual enrollment, such as when there is a new benefit**
24 **administration system or update, when there is a new plan or benefit**
25 **offering(s), when there is a new Life/AD&D carrier that allows for a true**
26 **open enrollment.**

27
28 **During active annual enrollments, employees that do not actively elect**
29 **benefits will be defaulted to the Green plan without CPC at their**
30 **current coverage level with no HSA employer funding. All other**
31 **supplemental or voluntary elections will roll over with exception FSA.**

32

	International Association of Machinists and Aerospace Workers Represented Employees (Active)
Savings / 401(k) Plan	
Employee Contributions	IAM employees eligible to participate in IAM 401(k) plan.
Company Matching Contributions	The Company will provide to all participating employees a matching contribution of fifty cents for every dollar the employee contributes, up to the first 4% of the employee's gross wages.
Add'l Company Contribution	Not applicable

Pay Definition	Per terms of IAM 401(k) plan
Payout Options	Per terms of IAM 401(k) plan
Retirement Plan	
Normal Retirement Benefit	IAM employees participate in IAM National Pension Fund for future service following Closing Date. Spirit AeroSystems, Inc. negotiated contribution rate is as follows: 2019(effective July 1) - \$83.59 2023 (effective July 1) - \$85.46 2024 (effective July 1) - \$87.33 2025 (effective July 1) - \$89.20 2026 (effective July 1) - \$89.20
Early Retirement	See “Retiree Medical” section above.
Medical	
Plan Design	The CCP (Core) Plan and CDHP (Enhanced) Plan will be offered for the life of the contract. See other plan information above.
Employee Cost	CCP (Core) Plan –Through the life of the contract the employee premium share will be 20% of the overall medical premium. Any increase to the total cost of the Core plan above 7% annually will be absorbed by the Company. CHDP (Enhanced) Plan – Through the life of the contract the employee premium share will be 5% of the overall medical premium cost.
Contribution to HCRA (FSA) and DCRA	Employees contribute at own discretion up to IRS annual maximums
Dental	
Plan Design	Premier Plan and Preferred Plan— refer to Plan Summary
Employee Cost	Premier Plan — 10% of dental premium cost; Preferred Plan —20% of dental premium
Vision	
Plan Design	Enhanced and Basic Plans will be offered for the life of the contract
Employee Cost	Basic Plan — 20% of vision premium cost; Enhanced Plan —56% of vision premium cost.

Your Coordinated Care (Core) Plan Benefits at a Glance

Coordinated Care (Core) Plan Features	PCP Coordinated	Self-Referral
<p>Choice of providers</p> <p>You're required to select an in-network Primary Care Physician (PCP) who will coordinate your care with other in-network providers</p>	<p>You receive a higher level of benefits when your PCP provides care or refers you for care</p> <p>In-network providers agree to accept the contracted charges they've negotiated with the plan for the services they provide</p>	<p>You may see any licensed provider you choose and receive a lower level of benefits</p> <p>The plan pays benefits based on the allowed amounts negotiated with in-network providers-providers charge only up to the allowed amount they've negotiated with the plan; when you use out-of-network providers, you'll pay the difference if you're charged more than the allowed amount (in addition to your coinsurance or copay)</p>
<p>Annual deductible</p>	<p>None</p>	<p>Before the plan pays benefits for self-referred care, you must meet a:</p> <p style="padding-left: 40px;">\$600 individual deductible;</p> <p style="padding-left: 40px;">\$1,200 employee and spouse/same gender domestic partner or employee and child(ren) deductible;</p> <p style="padding-left: 40px;">or</p> <p style="padding-left: 40px;">\$1,800 family deductible</p>
<p>Benefit-year out-of-pocket maximum (doesn't include annual deductibles, copays)</p>	<p>\$5,350 per individual</p> <p>\$10,700 per employee and spouse/same-gender domestic partner or employee and child(ren) or family</p>	<p>\$1,500 per individual</p> <p>\$2,250 per employee and spouse/same-gender domestic partner or employee and child(ren); \$3,000 per family</p>
<p>Eligible Expenses</p>	<p>What the Coordinated Care (Core) Plan Generally Pays for PCP- Coordinated Care</p>	<p>What the Coordinated Care (Core) Plan Generally Pays for Self-Referred Care (Based on Allowed Amounts)</p>
<p>Ambulance (ground and air services)</p>	<p>100%, with no deductible, after you pay a \$20 copay, for emergency services only</p>	<p>100%, with no deductible, after you pay a \$20 copay, for emergency services only</p>

Chemical dependency treatment—inpatient		
Chemical dependency treatment*	Subject to inpatient benefits	Subject to inpatient benefits
Chemical dependency treatment—outpatient		
Chemical dependency treatment* (includes partial day hospitalization)		
Specialist office visit	100% after you pay a \$20 copay per visit	60% after you pay deductible
PCP office visit	100%, with no deductible, after you pay a \$0 or \$20 copay per visit (lower office visit copay applies when using "high performing" providers, when available; specialist visits always require the higher copay)	Not applicable
Diabetic equipment*	80%, with no deductible; must be purchased from contracting providers and authorized by your PCP	80% after you pay deductible
Diabetic supplies*	100%, with no deductible; must be purchased from contracting providers and authorized by your PCP	60% after you pay deductible
Diagnostic lab work, X-rays and radiology	100%, with no deductible; a \$20 copay applies if part of a non-high-performing specialist visit	60% after you pay deductible
Doctor office visits	100%, with no deductible, after you pay a \$0 or \$20 copay per visit (lower office visit copay applies when using "high-performing" providers, when available; specialist visits always require the higher copay)	60% after you pay deductible

Durable medical equipment* (prior authorization required for eligible expenses over \$400)	80%, with no deductible, up to \$2,500 per benefit year (combined PCP-coordinated/ self-referral; oxygen, tube feedings, wound vacuum system, IV infusion pumps and associated supplies are not subject to the dollar limit)	80% after you pay deductible, up to \$2,500 per benefit year (combined PCP-coordinated/ self-referral; oxygen, tube feedings, wound vacuum system, IV infusion pumps and associated supplies are not subject to the dollar limit)
Emergency room (prior notification is required if your emergency results in an inpatient stay. You must contact the claims administrator within 24 hours of admission (or as soon as reasonably possible), or benefits may be reduced by \$500)	<p>100%, with no deductible, after you pay a \$100 copay per visit (copay waived if you're admitted)</p> <p>If you have the ability to determine where and when to seek emergency room services and choose a non-contracting facility, you'll be responsible for the self-referred deductible and coinsurance, and you'll pay the difference between the billed charges and the allowed amount</p> <p>Benefits aren't paid for non-emergency use of the emergency room, unless your PCP directed you to go there</p> <p>An observation stay of 24 hours or more will be treated as an inpatient admission</p>	
Hearing aids	100%, up to \$1,000 per ear every 3 years (including in-network & out of network combined)	
Home health care*	100%, with no deductible, after you pay a \$20 copay per visit, up to \$10,000 per benefit year (combined PCP coordinated/self-referred)	60% after you pay deductible, up to \$10,000 per benefit year (combined PCP-coordinated/ self-referred)
Hospice care*—outpatient (for patients who are expected to live fewer than six months)	100%, with no deductible	60% after you pay deductible
<i>Hospital services—inpatient*</i>		
Hospital stay* (semi-private room and all covered services and supplies received during that hospitalization, including lab, radiology and rehabilitation)	100%, with no deductible, after you pay a \$150 copay per admission	60% after you pay deductible

Professional fees for surgical and medical services*	100%, with no deductible	60% after you pay deductible
Inpatient rehabilitation* (speech, physical and occupational therapy)	100%, with no deductible	60% after you pay deductible
Hospital services—outpatient		
Surgery	100%, with no deductible, after you pay a \$25 copay	60% after you pay deductible
Diagnostic testing (including lab and X-ray)	100%, with no deductible	60% after you pay deductible
Immunizations		
For children up to 72 months of age	100%, with no deductible	100%, with no deductible
For employees and dependents age 72 months or older	100%, with no deductible	Not covered
Intravenous (IV) and injectable medications (prior authorization required if given in the home)*	100%, with no deductible	60% after you pay deductible

Maternity care		
Prenatal and postnatal care	100% after you pay one \$20 -copay for all prenatal and postnatal visits	60% after you pay deductible
Inpatient hospital services*	100%, with no deductible, after you pay a \$150 copay per admission	60% after you pay deductible
Mental health treatment—inpatient		
Mental health*	Subject to inpatient benefits	Subject to inpatient benefits
Mental health treatment—outpatient		
Mental health* (includes partial day hospitalization)		
Specialist office visit	100% after you pay a \$20 copay per visit	60% after you pay deductible

PCP office visit	100%, with no deductible, after you pay a \$0 or \$20 copay per visit (lower office visit copay applies when using "high performing" providers, when available; specialist visits always require the higher copay)	Not applicable
Neuro-developmental therapy (for children through age six)	100%, with no deductible, after you pay a \$20 copay per visit, up to \$1,000 of allowed amounts each for speech, physical and occupational therapy per person per benefit year, combined PCP coordinated/self-referred	60% after you pay deductible, up to \$1,000 of allowed amounts each for speech, physical and occupational therapy per person per benefit year, combined PCP-coordinated/self-referred
Oral surgery and related services (services for accidental injury— not from biting or chewing—to sound, natural teeth will be covered at the in-network deductible and coinsurance level for initial repair)	100%, with no deductible, after you pay a \$25 copay	60% after you pay deductible
Orthotics and prosthetics*	80%, with no deductible	80% after you pay deductible
Outpatient rehabilitation (occupational/physical therapy, speech therapy, chiropractic care)	100%, with no deductible, after you pay a \$20 copay per visit, up to 20 visits per episode per benefit year (combined in-network/out of-network)	60% after you pay deductible, up to 20 visits per episode per benefit year (combined in-network/out-of-network)
Prescription drug benefits—retail (up to a 30-day supply or 100 units, whichever is less; you may receive up to a 90-day supply for oral contraceptives but a copay is required for each month's supply)		
Generic (mandatory)		100% of allowed amount after you pay an \$8 copay
Preferred Direct pharmacy	100% after you pay a \$5 copay	
All other pharmacies	100% after you pay an \$8 copay	
Brand-name formulary drug**	100% after you pay a \$15 copay	100% of allowed amount after you pay a \$15 copay

Brand-name non-formulary drug**	100% after you pay a \$30 copay	100% of allowed amount after you pay a \$30 copay
Tobacco cessation (Chantix or Bupropion)	100% up to 6 monthly refills (prescription required)	N/A
Prescription drug benefits—mail order (up to a 90-day supply for maintenance drugs filled through the mail-order program or any retail or mail-order pharmacy that agrees in writing to the same terms)		
Generic (mandatory)		N/A
Preferred Direct pharmacy	100% after you pay a \$10 copay	
Mail order	100% after you pay a \$16 copay	
Brand-name formulary drug**	100% after you pay a \$30 copay	N/A
Brand-name non-formulary drug**	100% after you pay a \$60 copay	N/A
Preventive care (includes preventive care, well-woman exam and well-man exam)		
Preventive care (includes periodic check-ups; well-baby and well-child care; preventive medical care such as bone density screening, dietician visits, routine hearing exams and routine physical exam)	100%, with no deductible or copay.	Not covered
Well-woman exam (includes medical/gynecological history; pelvic exam including pap smear; vaginal culture/smear; breast exam including mammogram (age appropriate); rectal exam including occult blood test; consultation for birth control; and urinalysis)		60% after you pay deductible
Well-man exam (includes routine physical exam and Prostate Screening Antigen (PSA) tests)		60% after you pay deductible
Skilled nursing facility/inpatient physical rehabilitation*	100%, with no deductible, after you pay a \$150 copay per admission	60% after you pay deductible

TMJ	60%, with no deductible.	
Transplant services* (cornea, heart, heart-lung, kidney, pancreas, kidney, pancreas, liver, lung (single or double), intestine and bone marrow (autologous or allogenic)	100%, with no deductible, after you pay any applicable copays	60% after you pay deductible

Vision benefits - coverage will remain the same throughout the contract as it was in the prior contract.

Vision Plan Options			
Plan Element	Enhanced	Basic	Exam Only
Eye Exam Copay (Limited to one time per year)	\$20	\$20	\$10
Lenses (Limited to once every 12 months)	0%	0%	0% (Limited Benefit – Standard Lenses)
Frames or Contacts in lieu of lenses/frames	(Limited to once every 12 months)	(Limited to once every 24 months)	(N/A)
Allowances:			
Frames/Contacts	\$210	\$135	Discounted

*You must contact the claims administrator for prior authorization before receiving services, or benefits are reduced by \$500. (See –Prior Notification for Other Services or Supplies for more detail.)

** If a covered brand-name drug is purchased when a generic is available, the copay will be the generic copay plus the cost difference between the two drugs, even if your doctor writes a –dispense as written prescription for the brand-name drug.

Consumer Directed (Enhanced) Plan Features	In Network	Out of Network
Choice of providers	<p>When you seek care from in-network providers, you'll receive a higher level of benefits once you meet the deductible</p> <p>In-network providers agree to accept the contracted charges they've negotiated with the plan for the services they provide</p>	<p>You may see any licensed provider you choose, but you'll receive a lower level of benefits once you meet the deductible</p> <p>The plan pays benefits based on the allowed amounts negotiated with in-network providers—you'll pay the difference if you're charged more than the allowed amount (in addition to your coinsurance or copay)</p>
Personal Care Account (PCA)	<p>The dollars Spirit contributes to your PCA are automatically accessed to help you meet your deductible and coinsurance when you visit the doctor or have a procedure done. Any unused balances remaining in your PCA at the end of the benefit year can be rolled over (tax-free) to the next year, as long as you remain covered under the plan. The Company contributes the following amount to your PCA each benefit year:</p> <p style="padding-left: 40px;">\$500 per individual;</p> <p style="padding-left: 40px;">\$1,000 per employee and spouse/same-gender domestic partner or employee and child(ren); or</p> <p style="padding-left: 40px;">\$1,500 per family</p>	
Annual deductible (in- and out-of network)	Before the plan pays benefits for in-network care, you must	Before the plan pays benefits for out-of-network care,
deductibles accumulate separately)	<p>meet a:</p> <p>\$1,000 Individual deductible*;</p> <p>\$1,750 employee and spouse/same-gender</p>	<p>you must meet a separate:</p> <p>\$2,000 individual deductible*;</p> <p>\$3,500 employee and spouse/same gender domestic partner or employee and child(ren) deductible*; or</p>

	domestic partner or employee and child(ren) deductible*; or \$2,500 family deductible*	\$5,000 family deductible*
Benefit-year out-of-pocket maximum (doesn't include annual deductibles, copays; in- and outof-network out-of-pocket maximums are separate)	\$1,000 per individual** \$1,500 per employee and spouse/same-gender domestic partner or employee and children)** \$2,000 per family**	\$2,000 per individual** \$3,000 per employee and spouse/same gender domestic partner or employee and child(ren)** \$4,000 per family**

Your Consumer Directed (Enhanced) Plan Benefits at a Glance

* These amounts are reduced by the dollars in your PCA.

Eligible Expenses	What the Consumer Directed (Enhanced) Plan Generally Pays for In-Network Care		What the Consumer Directed (Enhanced) Plan Generally Pays for Out-of-Network Care (Based on Allowed Amount)
Ambulance (ground and air services)	90% after you pay deductible, for emergency services only		90% after you pay deductible, for emergency services only
<i>Chemical dependency treatment—inpatient</i>			
Chemical dependency treatment*	Subject to inpatient benefits		Subject to inpatient benefits
<i>Chemical dependency treatment—outpatient</i>			
Chemical dependency treatment* (includes partial day hospitalization)	90% after you pay deductible		60% after you pay deductible
Diabetic equipment and supplies*	90% after you pay deductible		60% after you pay deductible
Diagnostic lab work, X-rays and radiology	90% after you pay deductible		60% after you pay deductible
Doctor office visits	90% after you pay deductible		60% after you pay deductible

** These amounts may be reduced by the dollars in your PCA.

Durable medical equipment* (prior authorization required for eligible expenses over \$400)	90% after you pay deductible	60%	after you pay deductible
Emergency room (prior notification is required if your emergency results in an inpatient stay. You must contact the claims administrator within 24 hours of admission (or as soon as reasonably possible), or benefits may be reduced by 50% of the allowed amount, up to \$1,000)	90% after you pay deductible Benefits aren't paid for non-emergency use of the emergency room An observation stay of 24 hours or more will		90% after you pay deductible Benefits aren't paid for non-emergency use of the emergency room An observation stay of 24 hours or more will be treated as an inpatient

	be treated as an inpatient admission	admission
Hearing aids	100%, up to \$1,000 per ear every 3 years (including in-network & out of network combined)	
Home health care*	90% after you pay deductible, up to \$10,000 per benefit year (combined in-network/out-of-network)	60% after you pay deductible, up to \$10,000 per benefit year (combined in-network/out-of-network)
Hospice care* (for patients who are expected to live fewer than six months)	90% after you pay deductible	60% after you pay deductible
Hospital services—inpatient*		
Hospital stay* (semi-private room and all covered services and supplies received during that hospitalization, including lab, radiology and rehabilitation)	90% after you pay deductible	60% after you pay deductible
Professional fees for surgical and medical services*	90% after you pay deductible	60% after you pay deductible
Inpatient rehabilitation* (speech, physical and occupational therapy)	90% after you pay deductible	60% after you pay deductible
Hospital services—outpatient (if you seek treatment at an in-network facility, benefits for a radiologist, pathologist or anesthesiologist will be covered at the in-network coinsurance level)		
Surgery and diagnostic testing (including lab and X-ray)	90% after you pay deductible	60% after you pay deductible
Immunizations		
For children up to 72 months of age	100%, with no deductible	100%, with no deductible
For employees and dependents age 72 months or older (excludes immunizations required for travel)	100% after you pay deductible	Not covered

Intravenous (IV) and injectable medications (prior authorization required if given in the home)*	90% after you pay deductible	60% after you pay deductible
Maternity care		
Prenatal and postnatal care	90% after you pay deductible	60% after you pay deductible
Inpatient hospital services*	90D/0 after you pay deductible	60% after you pay deductible
Mental health treatment—inpatient		
Mental health*	Subject to inpatient benefits	Subject to inpatient benefits
Mental health treatment—outpatient		
Mental health* (includes partial day hospitalization)	90% after you pay deductible	60% after you pay deductible
Neuro-developmental therapy (for children through age six)	90% after you pay deductible, up to \$1,000 of allowed amounts each for speech, physical and occupational therapy per person per benefit year, combined in-network/out of-network	60% after you pay deductible, up to \$1,000 of allowed amounts each for speech, physical and occupational therapy per person per benefit year, combined in-network/out-of-network
Oral surgery and related services (services for accidental injury—not from biting or chewing—to sound, natural teeth will be covered at the in-network deductible and coinsurance level for initial repair)	90% after you pay deductible	60% after you pay deductible
Orthotics and prosthetics*	90% after you pay deductible	60% after you pay deductible
Outpatient rehabilitation (occupational/physical therapy, speech therapy, chiropractic care)	90% after you pay deductible; up to 20 visits per episode per benefit year (combined in-network/out of-network)	60% after you pay deductible; up to 20 visits per episode per benefit year (combined in-network/out-of-network)

Prescription drug benefits—retail (up to a 30-day supply or 100 units, whichever is less; you may receive up to a 90-day supply for oral contraceptives but a copay is required for each month's supply).

Generic (mandatory)		100% of allowed amount after you pay deductible and a \$10 copay
Preferred Direct pharmacy	100% after you pay a \$7 copay	
All other pharmacies	100% after you pay a \$10 copay	
Brand-name formulary drug**	100% after you pay a \$20 copay	100% of allowed amount after you pay deductible and a \$20 copay
Brand-name non-formulary drug**	100% after you pay a \$35 copay	100% of allowed amount after you pay deductible and a \$35 copay
Tobacco cessation (Chantix or Bupropion)	100% up to 6 monthly refills (prescription required)	N/A

Prescription drug benefits—mail order (up to a 90-day supply for maintenance drugs filled through the mail-order program or any retail or mail-order pharmacy that agrees in writing to the same terms)

Generic (mandatory)		N/A
Preferred Direct pharmacy	100% after you pay a \$17 copay	
M a i l o r d e r	100% after you pay a \$25 copay	
Brand-name formulary drug**	100% after you pay a \$50 copay	N/A
Brand-name non-formulary drug**	100% after you pay an \$85 copay	N/A

Preventive care (includes preventive care, well-woman exam and well-man exam)

Preventive care (includes periodic check-ups; well-baby and well-child care; preventive medical care such as bone density screening, dietician visits, routine hearing exams and routine physical exam)	100%, with no deductible	Not covered
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Well-woman exam (includes medical/gynecological history; pelvic exam including pap smear; vaginal culture/smear; breast exam including mammogram (age appropriate); rectal exam including occult blood test; consultation for birth control; and urinalysis)		60% after you pay deductible
Well-man exam (includes routine physical exam and Prostate Screening Antigen (PSA) tests)		60% after you pay deductible
Skilled nursing facility/inpatient physical rehabilitation*	90% after you pay deductible	60% after you pay deductible
TMJ and MPDS	50%, with no deductible	
Transplant services* (cornea, heart, heart-lung, kidney, pancreas, kidney- pancreas, liver, lung (single or double), intestine and bone marrow (autologous or allogenic)	90% after you pay deductible	60% after you pay deductible

Vision benefits - coverage will remain the same throughout the contract as it was in the prior contract.

Vision Plan Options			
Plan Element	Enhanced	Basic	Exam Only
Eye Exam Copay (Limited to one time per year)	\$20	\$20	\$10
Lenses (Limited to once every 12 months)	0%	0%	0% (Limited Benefit – Standard Lenses)
Frames or Contacts in lieu of lenses/frames	(Limited to once every 12 months)	(Limited to once every 24 months)	(N/A)
Allowances:			
Frames/Contacts	\$210	\$135	Discounted

* You must contact the claims administrator for prior authorization before receiving services, or benefits are reduced by 50% of the allowed amount, up **to** \$1,000. (See "Prior Notification for Other Services or Supplies" for more detail.)

** **If** a covered brand-name drug is purchased when a generic is available, the copay will be the generic copay plus the cost difference between the two drugs, even if your doctor writes a "dispense as written" prescription for the brand-name drug.

Your Dental (Premier) Plan Benefits at a Glance

Plan Feature		
Choice of providers	You can choose any dentist you want, but the amount you pay for eligible expenses varies depending on whether you choose an in-network dentist or an out-of-network dentist	
Annual deductible (doesn't apply to diagnostic and preventive services)	In-network: \$25 per person; \$75 per family Out-of-network: \$100 per person; \$300 per family (in- and out-of-network deductibles accumulate separately)	
Annual dollar maximum	\$1,500 per person (combined in-network and out-of-network; for all services other than orthodontia)	
Orthodontia lifetime maximum	\$1,750 per person (combined in-network and out-of-network; for orthodontia services only)	
Eligible Expenses	What the Plan Generally Pays When You Use an In-Network Dentist	What the Plan Generally Pays When You Use an Out-of Network Dentist
Diagnostic and preventive benefits	100%, with no deductible*	80%, with no deductible**
Basic benefits—for example, extractions and periodontics	80% after you pay the deductible*	70% after you pay the deductible* *
Restorative benefits—for example, amalgam, synthetic porcelain and plastic fillings	80% after you pay the deductible*	70% after you pay the deductible**

Denture repairs	50% after you pay the deductible*	50% after you pay the deductible* *
Crowns, jackets and cast restorations	50% after you pay the deductible*	50% after you pay the deductible**
Prosthodontic benefits	50% after you pay the deductible*	50% after you pay the deductible**
Orthodontia benefits	50%, with no deductible, up to the orthodontia lifetime maximum*	50%, with no deductible, up to the orthodontia lifetime maximum**

* When you receive services from a Delta Dental Premier network dentist, the plan pays a percentage of the cost of services, up to the network fee schedule amount.

** When you receive services from an out-of-network dentist, the plan pays a percentage of the cost of services, up to the maximum plan allowance (MPA). The MPA is the in-network dentist's pre-filed fee, his/her submitted fee or the Delta Dental participating dentist's maximum fee, whichever is lowest.

1 Your Dental PPO(Preferred) Benefits at a Glance

Plan Feature		
Choice of providers	To receive benefits, you must use PPO dentists	
Annual deductible	None	
Annual dollar maximum	Unlimited	
Orthodontia lifetime maximum	\$1,750 per person (for orthodontia services only)	
Eligible Expenses	What the Plan Generally Pays When You Use a PPO Dentist	What the Plan Generally Pays When You Use an Out of-Network Dentist
Diagnostic and preventive benefits	100%*	Not covered
Basic benefits—for example, extractions and periodontics	100%*	Not covered
Restorative benefits—for example, amalgam, synthetic porcelain and plastic fillings	100%*	Not covered
Denture Repairs	100%*	Not Covered
Crowns, jackets and cast restorations	100%*	Not Covered
Prosthetic	100%*	Not Covered
Orthodontia Benefits	50%, up to the orthodontia lifetime maximum*	Not Covered

When you receive services from a PPO dentist, the plan pays a percentage of the cost of services, up to the PPO fee schedule amount. If you go to an out-of-network dentist you'll pay the entire cost of the services you received.

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ARTICLE 13
HEALTH AND SAFETY

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Section 13.1. Mutual Objective

15 It is the desire of both parties to this Agreement to maintain high standards
16 of safety and health in order to eliminate, as far as possible, industrial
17 accidents and illness. It is our intent that no employee shall be required to
18 perform work that involves an imminent danger to health or physical safety.
19 Imminent danger is defined as loss of life or limb. Both parties will continue
20 to establish proactive, customer-driven programs and systems to support
21 this mutual objective.

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Section 13.2. Health and Safety in the Workplace

25 A. The Company is committed to a tobacco-free work environment based
26 on the evidence that tobacco smoke and second-hand smoke is
27 detrimental to employee health. Accordingly the interior spaces of all
28 Company facilities are tobacco-free. The Company shall designate
29 exterior spaces for smoking and use of other tobacco products. There
30 shall be no use of tobacco products except in designated areas.

31 B. The Union and the Company are committed to working together to
32 maintain a healthy, safe, and environmentally friendly workplace. Both
33 parties agree that all employees should be actively involved in creating
34 a safe workplace and complying with all applicable safety and health
35 policies and procedures. The Union and the Company will each
36 designate two (2) health and safety focals. Along with their other
37 regularly assigned responsibilities, these representatives shall meet
38 regularly to discuss how safety programs might be improved. The
39 Union focals will be the point of contact with the Union for all
40 occupational health and safety issues at the site. In addition, the
Union focals will represent the Union at health and safety regulatory
agency site reviews requiring Union participation, including walk-
around inspections and complaint investigations.

C. Both parties recognize that good physical health and being prepared to
do physical work may reduce injuries. Together, the parties will
explore methods to promote health programs.

1 **Section 13.3. Joint Programs**

2 A. The Joint Programs Steering Committee will explore collaboration
3 opportunities in community events, joint communications, health and
4 safety, and training.

5 A. 1. Health and Safety in the Workplace

6 The Union and the Company commit to work together to create
7 an environment which promotes a positive approach to processes,
8 attitudes and activities that bring about the changes necessary to
9 achieve a workplace free of incidents, accidents and injuries, and
10 that protects the environment. Both parties agree to work
11 together to secure a safe workplace environment for all employees.
12 The Company and the Union shall be responsible for the
13 establishment of a Steering Committee comprised of four (4)
14 representatives from each of the parties. This committee shall
15 meet at least monthly to review worker concerns, accidents,
16 injuries and near misses with appropriate management for
17 resolution and necessary follow-up. The duties of the members of
18 this Steering Committee shall be in addition to their regular work
19 assignments. Further, the Company will encourage employees to
20 communicate concerns to their management and the Steering
21 Committee so that these concerns may be fully addressed.

22
23 **The Company will provide the opportunity for all Full-Time USA**
24 **(“Union Safety Administrators”) to be trained in Hazmat and**
25 **Emergency Response Training.**

26
27 B. The Company and the Union will review the accredited apprentice
28 program to assess its effectiveness. This review will include the
29 evaluation of establishing additional training programs, e.g., NDI.
30 Union and Management will work together to secure appropriate state
31 and federal funding in support of this effort.

32 C. The Company will continue to utilize IAM Crest to facilitate employees
33 returning to work from medical leave.

34
35 **Section 13.4. Drug and Alcohol-Free Workplace**

36 The Union and the Company recognize the value of working together to
37 maintain the Drug and Alcohol-Free Workplace Program. This program has
38 been established to promote a safe, healthy, and productive work
39 environment. This program is intended to help prevent substance abuse
40 through drug and alcohol/drug testing and enhanced employee

1 communication that emphasizes the importance of awareness and
2 rehabilitation. By complying with state/federal laws, regulations and
3 enforcing the Company prohibition against drugs and alcohol in the
4 workplace, public confidence in Spirit AeroSystems, Inc. products and
5 services is maintained. Both parties commit to work together to create an
6 environment which promotes a drug and alcohol-free workplace and adhere
7 to the Company's established policy.

8 9 **Section 13.5. First Aid /Personal Protective Equipment**

10 A. The Company shall maintain first aid kits within a reasonable
11 distance of all work areas.

12 B. The Company will furnish personal protective equipment as
13 deemed necessary.

14 15 **Section 13.6. Joint Committee on Health Care Costs & Quality**

16 The Company and the Union are committed to ensuring that employees
17 have access to cost effective, quality health care coverage. Because of their
18 ongoing concern about the quality of health care and costs, the parties agree
19 to a Joint Committee on Health Care Costs and Quality. The Committee will
20 have an equal number of representatives, including a co-chair, from each
21 party. When appropriate, health care experts and representatives from the
22 Company's health plans will be invited to attend Committee meetings. Each
23 party may have their benefits consultants and advisors attend Committee
24 meetings. The Committee will meet at least twice each year to discuss issues
25 related to the health care program. The Committee also will meet with health
26 care providers to express the parties' interest in obtaining quality health
27 care at affordable prices. Among the topics that the parties will consider and
28 discuss are:

- 29 • Costs under the Company's medical plans.
- 30 • Overall plan design.
- 31 • Efficient use of health care resources by consumers.
- 32 • Cost management programs to address specific cost areas,
33 including:
- 34 • Disease management of selected high-cost chronic diseases.
- 35 • Targeted health risk assessment.
- 36 • Catastrophic case management.
- 37 • Pharmaceutical management.
- 38 • Measurement tools for evaluating health plans' and providers'
39 efficiency, including but not limited to programs of the National
40 Academy of Sciences and National Quality Forum as well as

1 accreditation from nationally recognized groups such as the
2 National Committee for Quality Assurance (NCQA) or the
3 Foundation for Accountability (FACCT).

- 4 • Benchmark data from other employers.
- 5 • Opportunities to work with other employers, unions or other
6 parties interested in obtaining quality health care at affordable
7 prices.

8
9 The Company and the Union also will undertake initiatives to expand
10 health care plan accountability for quality. Among these initiatives will
11 be:

- 12 • Provider performance reporting on quality and efficiency to
13 encourage use of the highest quality providers, including those
14 who meet the highest patient safety standards.
- 15 • Provider programs focused on specific high-yield quality
16 innovations shown to substantially improve patient safety.
- 17 • Computerized physician order entry. Physicians will be required
18 to enter prescriptions into a hospital database to screen for
19 inappropriate medications and dosages and avoid potential
20 adverse drug reactions/interactions.
- 21 • Evidence-based hospital referral. Physicians will be required,
22 where practical, to guide patients to facilities with superior
23 outcomes (linked to significantly lower patient mortality).
- 24 • ICU physician staffing. Where available, physicians who are
25 critical care specialists will provide ICU care.

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28 To encourage plan participants to use the highest quality health care
29 available, it is the intent that the Company will provide education to
30 employees regarding the effectiveness of physicians, hospitals and other
31 health care providers as it becomes available. In recognition that
32 reliable provider performance data is currently not collected and
33 available, the Company will update the Committee from time to time on
34 its progress in obtaining and sharing such data.

35
36 The Company and the Union are committed through these and other
37 initiatives to improve quality and maintain reasonable costs, and they
38 will recognize and endorse contracting decisions with physicians,
39 hospitals and health plans based on compliance with these joint
40 initiatives.

1 **Section 13.7 Employee Assistance Program**

2 **A. The Company and the Union agree to cooperate in encouraging**
3 **employees suffering from the illness of alcoholism or from drug**
4 **dependency and mental health including (PTSD) to seek help from**
5 **the Union Employee Assistance Program.**

6 **B. It is agreed the Company and the Union will recognize two full-**
7 **time Local 839 Union EAP Coordinators who will serve as the**
8 **bargaining unit coordinator for EAP services.**

9 1. **The parties agree that in order to advance the goals of this**
10 **program there will be regularly scheduled meetings between the**
11 **full-time Local Lodge EAP Coordinators and the District 70**
12 **President and Directing Business Representative. Local Lodge**
13 **full-time EAP Coordinators will remain on company active**
14 **payroll.**

15 2. **Each Union EAP Coordinator will coordinate with the company**
16 **designated representative to facilitate any leaves of absence**
17 **that may be necessary for the employee seeking assistance. The**
18 **Union EAP Coordinator will be able to meet with the Senior**
19 **Labor Relations Representatives and D70 President/DBR as**
20 **needed.**

21 3. **The Company and the Union recognize the sensitivity and**
22 **confidentiality of the information concerning employees**
23 **seeking assistance and agree to protect those rights afforded all**
24 **employees for privacy and confidentiality of all information**
25 **regarding their treatment as required by Federal Law.**

26 **C. In the event that the Local Lodge EAP Coordinator holds a valid**
27 **Certified Employee Assistance Professional (CEAP) Certificate,**
28 **such Coordinator will be authorized to make specific**
29 **recommendations for the treatment of the Company's employees**
30 **who seek assistance.**

31 **D. Based on a voluntary referral, these are recommendations only**
32 **and the employee seeking assistance is still free to make their own**
33 **choice regarding professional help.**

34 **E. EAP Coordinators will be required to carry Professional liability**
35 **insurance. The Union agrees to pay for said professional liability**
36 **insurance premiums.**

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ARTICLE 14
MISCELLANEOUS

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Section 14.1. Inventions

Employees shall be permitted to retain ownership of an invention conceived or developed by them if the invention:

A. was developed entirely on the employee's own time and the invention is one for which no equipment, supplies, facilities, or trade secret information of the Company was used; and

B. does not

1. relate directly to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or

2. result from any work performed by the employees for the Company. All other inventions shall be the property of the Company, and employees shall assist the Company in the protection of such inventions as directed by the Company. No employee shall be required, as a condition of employment or continued employment, to sign an invention agreement, which contravenes these provisions.

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Section 14.2. Sabotage

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

Section 14.3. Investigatory Interviews

Each employee has the right, during an investigatory interview, which the employee reasonably believes may result in discipline, to request the presence of his Shop Steward, if the Shop Steward is available. If his Shop Steward is not available, such employee may request the presence of another immediately available Shop Steward. If the Shop Steward is a possible witness in the underlying investigation, the Company will notify the In-Plant Representative in order that a different Union Representative may participate. If a Union Representative, pursuant to the employee's request, is present during such an interview, the Union Representative, in addition to acting as an observer, may, after the Company has completed its questioning of the employee, ask additional questions of the employee in an effort to provide information which is as complete and accurate as

1 possible. The Union Representative shall not obstruct or interfere with the
2 interview.

3 4 **Section 14.4. Bulletin Boards**

5 A. The Company shall provide bulletin boards for the Union's use in areas
6 conveniently accessible to bargaining unit employees. New and
7 replacement boards will be at least three (3) feet by four (4) feet in size
8 and shall be enclosed with a locking glass front. The Union may
9 maintain the boards for the purpose of notifying employees of matters
10 pertaining to Union business. All notices shall be signed by a Union
11 In-Plant Representative.

12 B. The Company will explore the possibility of making alternative media
13 available to the Union for the purpose of communicating matters
14 pertaining to Union business. To the extent alternative media
15 channels are made available to the Union, the Company has the sole
16 right to approve or disapprove any specific communication, and such
17 decision shall be final and not subject to the grievance procedure.
18

19 **Section 14.5. No Discrimination**

20 All terms and conditions of employment included in this Agreement shall be
21 administered and applied without regard to race, color, religion, national
22 origin, status as a disabled or Vietnam era veteran, age, gender, or the
23 presence of a disability, except in those instances where age, gender, or the
24 absence of a disability may constitute a bona fide occupational qualification.
25 If administration and application of the contract is not in contravention of
26 federal or state law such administration or application shall not be
27 considered discrimination under this Section 14.5. Notwithstanding any
28 other provision of this Section 14.5 or of this Agreement, a grievance alleging
29 a violation of this Section 14.5, shall be subject to the grievance procedure
30 and arbitration of Article 7 only if it is filed on behalf of and pertains to a
31 single employee. Class grievances based on alleged violation of this Section
32 14.5 shall not be subject to the grievance procedure and arbitration under
33 Article 7 of this Agreement.
34

35 **Section 14.6. Masculine - Feminine References**

36 In construing and interpreting the language of this Agreement, reference to
37 the masculine, such as "he", "him", and "his", shall include reference to the
38 feminine.
39
40

1 **Section 14.7. Technology**

2 As part of the Company's normal communication process it will endeavor
3 to keep the union and employees informed of new technologies being
4 considered for future application.
5

6 **Section 14.8. High Performance Work Organization**

7 A. Spirit AeroSystems, Inc. and the IAM, are committed to jointly develop
8 a partnership that will accomplish goals of mutual benefit to all
9 employees, customers, shareholders, suppliers, and the communities
10 in which we function by developing a High Performance Work
11 Organization (HPWO). This partnership is dedicated to improve quality,
12 productivity, participation.

13 B. The IAM and Spirit AeroSystems, Inc. recognize their collective
14 responsibility to gain commitment from all employees, to contribute to
15 the success of Spirit AeroSystems, Inc. and the establishment of a
16 positive work environment. This agreement will enable employees in
17 all parts of the organization to participate in workplace change. They
18 will share information, solve problems, and make decisions to a far
19 greater extent than in the past.

20 C. Through this partnership and its commitment to positive workplace
21 change, we intend to increase market share, expand workforces, better
22 educate and train employees, increase profitability and return for
23 shareholders, continue to provide competitive wages and benefits, and
24 secure employment for all who participate.

25 Using the principles established by the IAM as general guidelines the
26 Company and the Union agree to support efforts by Company
27 Organizations and the employees within them to implement High
28 Performance Work Organizations.

29 D. The Union and the Company leadership are specifically committed to
30 initially taking the three following actions to begin joint development of
31 a High Performance Work Organization: OnSite Familiarization with
32 the IAM HPWO department staff; Partnership Planning Sessions; and,
33 developing a Joint Communications Strategy. Where implemented, the
34 Company-Union HPWO partnership shall exist at the 2nd Level
35 Manager and below in that organization.
36

37 **Section 14.9. Career Development**

38 Those who wish to further their career will be given the opportunity to have
39 an annual development discussion with their Supervisor to discuss such
40 things as growth potential.

1 **Section 14.10. Employee on Union Business**

2 **An employee departing from work for union business in accordance**
3 **with Section 3.7 will continue to accrue ETO and pension**
4 **contributions for the time spent conducting union business during the**
5 **employee's normal working hours.**

6
7 **Section 14.11. Master Mechanic**

8 **A. The Company will create a pilot program for a Master Mechanic**
9 **position in accordance with this section. Progress will be**
10 **reviewed quarterly by the JPC. This pilot program will last no**
11 **longer than 18 months, but may be revised or ended at any time**
12 **at the Company's discretion. At the completion of the pilot**
13 **program, the Company shall have the discretion to decide whether**
14 **to continue or not continue the Master Mechanic position. Master**
15 **Mechanics may perform other work in the area when they are not**
16 **fulfilling their Master Mechanic responsibilities.**

17 **B. The Master Mechanic will provide working expertise and hands on**
18 **instruction across programs, shifts and job codes to coach**
19 **employees to build their skills and mentor employees in processes**
20 **and procedure (if necessary, the procedures in Section 16.10 or**
21 **16.11 will be utilized). In performing the responsibilities of a**
22 **Master Mechanic, it is expected that the Master Mechanic will**
23 **assist the team in achieving reductions in SR&R, reducing the**
24 **number and severity of workplace injuries, improvements in new**
25 **hire retention, and improvements in productivity and realization.**

26 **C. The process for selecting a Master Mechanic shall be as follows:**
27 **1. The Company shall determine, at its discretion, when a Master**
28 **Mechanic position shall be created.**
29 **2. To fill any open Master Mechanic positions, the Company will**
30 **open a requisition and the requisition will remain open for 10**
31 **business days.**
32 **3. A successful candidate must have the following qualifications:**
33 **a. The employee must be able to effectively communicate,**
34 **train, and assist employees.**
35 **b. employee must be in good standing, meaning an employee**
36 **must have (1) no more than one active disciplinary action**
37 **of any kind.**
38 **c. The area Senior Manager (PLM) and the Union**
39 **Representative (either the Steward or In-Plant**
40 **Representative, depending upon whether the Steward is a**

1 candidate) shall interview and select the best qualified
2 individual for the Master Mechanic position.

3 D. Master Mechanics shall receive a premium of \$1.75 per hour over
4 their current base rate of pay.
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7 **ARTICLE 15**
8 **STRIKES AND LOCKOUTS**
9

10 **Section 15.1. Strikes and Lockouts**

11 The Union agrees that during the term of this Agreement, and regardless of
12 whether an unfair labor practice is alleged:

13 A. there will be no strike, sit-down or walk-out and

14 B. the Union will not directly or indirectly authorize, encourage or
15 approve any refusal on the part of employees to proceed to the location
16 of normal work assignment where no rare or unusual physical hazard
17 is involved in proceeding to such location. Any employee who violates
18 this clause shall be subject to discipline. The Company agrees that
19 during the term of this Agreement there will be no lock-out of
20 employees covered by this Agreement. Any claim by either party that
21 the other party has violated this Article 15 shall not be subject to the
22 grievance procedure or arbitration provisions of this Agreement, and
23 either party shall have the right to submit such claim to the court.
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26 **ARTICLE 16**
27 **WORKFORCE**
28

29 **Section 16.1. Lateral Transfers and Change In Classifications**

30 **A.** The Company may make lateral reclassifications from one job
31 classification to another **of like work (ex. M01/M02)**, or may make
32 downgrades from one job classification to another **of like work** except
33 where individuals who have been laid off or downgraded and have
34 previously held the job classification with seniority rights unless the
35 job is of short term duration. **Reclassifications that are not of like**
36 **work require Union agreement, unless they are due to medical**
37 **limitations or lack of qualifications (see “Note” below). For**
38 **purposes of this section, “like work” is work that is the same or**
39 **broadly similar. It involves similar knowledge and skills, where**
40 **any differences are not of practical importance.**

1 B. Any employee who is laterally reclassified by the Company and is
2 within the following ninety (90) days found by the Company to be
3 unqualified (for reasons other than not being "physically qualified"), to
4 perform his new assignment shall be:

5 1. assigned to other work in the same labor level

6 2. given the opportunity of returning to his former job classification,
7 providing that he worked in the former job classification and level
8 for thirty (30) days or more within the year preceding the
9 reclassification to the new job and his seniority will support his
10 return to the former job classification.

11 C. Reclassifications involving employees and the rights of such employees
12 in connection with surplus procedures will be subject to the recall
13 rights of others to the extent provided in Section 16.5. An employee
14 who rejects such an offer shall have the right, upon their request, to
15 be reclassified to a job classification to which the employee has
16 established downgrade surplus rights described in Section 16.9. Such
17 employee shall be considered an employee accepting a downgrade and
18 shall be eligible for the provisions of Article 5, Section 5.13 Rate
19 Retention and this Article 16. Such employee will not be eligible to file
20 an effective application for downgrade rights for the rejected job.

21 **D. Lateral transfer refers to employee movement from one shop to**
22 **another, with no change to Job code/level, and no change of**
23 **shifts. The Company maintains discretion to laterally transfer**
24 **employees. However, it is not the Company's intent to bypass**
25 **the shift preference process as outlined in Section 6.6 by utilizing**
26 **repetitive lateral transfers.**

27
28 NOTE: The foregoing paragraphs Section 16.1 A, B & C will not apply in
29 instances where, following appropriate review, an employee was removed
30 from his previous job classification due to medical limitations or lack of
31 qualifications.
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1 **Section 16.2. Promotion**

2 The Company shall promote within job classification by seniority provided
3 the employee has met the criteria as described in the job description or can
4 demonstrate the ability to perform the job.

5 Employees will be considered for promotion in the following order:

- 6 1. Employees who have previously held the job.
- 7 2. Employees in the next lower job level within the classification.
8 Reference MOU #5.

9
10 **Section 16.3. Layoff**

11 A. When the Company determines it is necessary to reduce the number
12 of positions in any job classification and level, it shall be by reverse
13 seniority order in such position. Surplus employees will be laid off in
14 the following order:

- 15 1. Volunteers considered and then approved by management in job
16 classification.
- 17 2. In reverse seniority order:

18 B. Employees surplusd in this manner will have the following rights in
19 this order:

- 20 1. Fill other positions previously held at the same pay level
- 21 2. Displace a less senior employee in the same job classification at
22 the next lower level
- 23 3. Displace a less senior employee (not a Steward) in the highest job
24 classification and level held for ninety (90) or more consecutive
25 calendar days within **ten (10)** years of the surplus.

26
27 **Section 16.4. Temporary Layoffs**

28 Anything to the contrary in this Agreement notwithstanding, when the
29 Company determines it is necessary to reduce the number of employees
30 working within a job classification and level at a particular location, any
31 employees in the organizations considered by the Company to have an
32 excess number of employees, who are within such job classification and
33 level, may be temporarily laid off for not more than twenty one (21) calendar
34 days, with or without application of the procedures stated in this Agreement
35 during such period of temporary layoff. The Company agrees that the Union
36 will be notified whenever possible in advance. The Company will maintain
37 Health Insurance during a temporary layoff and will make pension
38 contributions based on forty (40) hours per week (if the IAM Pension Plan
39 will permit such contributions).

1 **Section 16.5. Recall**

- 2 A. At the time of layoff, the Company automatically will place in the file
3 for priority return to active employment the names of all laid off
4 employees. In order to maintain such recall status, employees will fill
5 out the proper form at the out briefing. Individuals on layoff who wish
6 to be considered for recall to positions other than the job classification
7 and level previously held must advise the Company of such interest.
- 8 B. The Company's sole obligation to provide notice of recall shall be to
9 send a certified written notice to the last mailing address provided by
10 the employee. In the event that the employee moves from the last
11 mailing address provided, the employee must update his/her mailing
12 address with the Company via certified written notice.
- 13 C. Before hiring new employees, laid off employees will be recalled in the
14 following order:
- 15 1. Employees laid off from the job classification and level in the
16 reverse order of layoff.
 - 17 2. Employees who have expressed interest in filling other positions
18 shall be given preferential consideration, if qualified, when openings
19 occur.
- 20 D. An individual on layoff who is offered recall to the job classification and
21 level from which he was most recently laid off will lose his seniority if
22 he declines such offer unless the job opening is deemed to be less than
23 90 days.
- 24 E. An individual on layoff who declines a job offer other than the one from
25 which he was most recently laid off will not lose his seniority and will
26 continue to be given consideration when openings occur.
- 27

28 **Section 16.6. Recalls from Layoff**

29 An employee who is recalled from layoff through the exercise of recall rights,
30 will have the following base rate:

- 31 A. If the employee is recalled to the same labor level from which he was
32 laid off, he will be paid the base rate and the cost of living adjustment
33 in effect on the date of his layoff, provided that, if cost of living
34 adjustment has been added to base rates and made a part thereof
35 since the employee's layoff, the cost of living adjustment in effect on
36 the date of the employee's layoff shall be similarly added to his base
37 rate.
- 38 B. If the employee is recalled to either a higher or lower labor level than
39 the one from which he was laid off, his base rate will be determined
40

1 first by treating him as though he had been recalled to the same labor
2 level under Section 16.6(A) and then reclassified under 5.12.

3 4 **Section 16.7. Layoff Notice**

5 The Company will attempt to give at least two (2) weeks notice prior to layoff
6 to the employees affected, except when the layoff is caused by unexpected
7 events (WARN Act definition) termination of a Government or other
8 production contract, temporary layoff or when the affected employees are
9 absent.

10 11 **Section 16.8. Accelerated Layoff**

12 A. The Company and the Union agree that, employees who have been
13 identified for and notified (either directly or to the Union) of potential
14 layoff may request acceleration of the anticipated layoff date provided
15 that management shall grant such a request when such employees
16 have provided satisfactory proof that they have accepted a job offer
17 from another employer. Employees whose requests are granted shall
18 be given a release date of not more than two (2) weeks (fourteen (14)
19 calendar days) following the date the request was granted.

20 B. Employees granted an accelerated layoff date shall be regarded as
21 having Recall Rights as set forth in Article 16 of the parties' Collective
22 Bargaining Agreement only upon receipt, following their layoff, of an
23 effective application as described in Section 16.5. Employees granted
24 an accelerated layoff date will be required to sign a form waiving any
25 rights under the Worker Adjustment and Retraining Notification Act
26 to a full sixty (60) day period of employment prior to the layoff.

27 28 **Section 16.9. Downgrade**

29 Refers to the reclassification of an employee to a lower labor level.

30 A. Employee Requested Downgrade- refers to a downgrade initiated by
31 the employee. (An employee who expresses a desire for an employee-
32 requested downgrade may have his/her Steward or Business
33 Representative present during any formal discussion of the proposed
34 action).

35 36 **Section 16.10. Emergency Classification**

37 Refers to the temporary reclassification of an employee when the Company
38 finds it necessary to assign a higher-level employee to perform lower-level
39 work outside of the employee's assigned classification. **The employee's
40 manager shall discuss the temporary reclassification with the shop**

1 **steward to explain the business need or reason for the temporary**
2 **reclassification.** In the event of a surplus activity, an employee's right to
3 downgrade to a position held as an emergency classification shall be
4 governed by Section 16.3 (B) (3). In each instance the employee will be
5 notified at time of assignment and the Union notified and the employee
6 reclassified when the assignment exceeds **eighty-nine (89)** calendar days.
7

8 **When an employee is emergency classified, the employee will not have**
9 **their base rate changed from their current pay before the classification**
10 **change. The Company agrees to inform the Union of the emergency**
11 **classification via FileNet or similar electronic notification process.**
12

13 **Section 16.11. Temporary Promotion**

14 Refers to a promotion remaining in effect for a period of not more than thirty
15 (30) consecutive calendar days, or for ninety (90) consecutive calendar days
16 if the promotion is a direct replacement for an employee on medical leave
17 of absence, travel assignment, or temporary supervisory assignment, or for
18 such longer period as may be designated by mutual agreement between the
19 Company and the Union.
20

21 The Union In-Plant Representative shall be provided with notification of
22 temporary promotions that are estimated to be in effect for thirty (30)
23 calendar days prior to or coincident with the effective date of such
24 promotions. The foregoing time period limitation will not apply in instances
25 where an employee is on travel assignment. Repetitive temporary
26 promotions shall not be used to fill a permanent job opening. **Upon request**
27 **of the Union, the Company shall provide an explanation of the business**
28 **need or reason for the temporary promotion. When an employee is**
29 **temporarily promoted, the employee will have their base rate of pay**
30 **increased per I-code as set forth in section 5.12. The Company agrees**
31 **to inform the Union of the temporary promotion via FileNet or similar**
32 **electronic notification process.**
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1 **ARTICLE 17**
2 **JOB SECURITY, JOINT PARTNERSHIP AND SPECIFIC SUBJECT**
3 **MATTER COMMITTEES, WORKPLACE STEWARD-MANAGER**
4 **PARTNERSHIP, SUCCESSORSHIP**
5

6 **Section 17.1. Job Security**

7 A. The Union and the Company understand and agree that they have a
8 strong and mutual interest in the long-term financial success and
9 growth of the Company's Wichita operations. An essential component
10 of that success and growth is the maintenance of a strong, highly
11 skilled, and sustainable workforce in Wichita consistent with the
12 Company's need to remain viable and cost competitive over the long
13 term in the global aerospace industry. To this end, the Union and the
14 Company commit as follows:

15 1. The Company agrees that the Union is entitled to strategic briefing
16 on an ongoing basis in order to ensure that the Union has sufficient
17 advance information on all subjects necessary to fulfilling its role in
18 maintaining and, to the extent possible, advancing workforce levels
19 in Wichita. To this end, promptly after each quarterly meeting of
20 the Company's Board of Directors and the quarterly analyst call,
21 members of the Company's Senior Executive Team shall meet with
22 the Union's International and District Lodge team to discuss the
23 Company's current condition, projections, and plans. These
24 meetings will be strategic in nature and will cover, but not be limited
25 to: the Company's evolving plans for Wichita, competitive pressures
26 and opportunities, long-term strategic sourcing, new programs and
27 resulting work statements, hiring plans, and expected or possible
28 contingency plans or other mitigating actions to manage variations
29 in production and customer requirements. The Union may request
30 other meetings as necessary.

31 2. The Company agrees to maintain Major Manufacturing Operations
32 in Wichita for the life of this Agreement and therefore maintain jobs
33 in Wichita. Major programs being produced in the Wichita Plant by
34 IAM bargaining unit members will continue to be performed by IAM
35 bargaining unit members unless as provided herein:

36 a. The Union and the Company understand that the scale of the
37 Company's operations may require a program or portion of a
38 program to be shifted out of Wichita in order to make room for a
39 new or expanded program.
40

- 1 b. In making program decisions, the Company's intent over the long
2 term will be to maintain and, if possible, expand the workforce in
3 Wichita. If, during the term of this Agreement, the Company
4 begins to consider options for selling or outsourcing a major work
5 statement being produced at that time in the Wichita plant by IAM
6 bargaining unit members, or to establish a next generation
7 program line outside of the bargaining unit for any program line
8 produced at that time in the Wichita plant by IAM bargaining unit
9 members, the Company agrees to inform the Union. In such a
10 circumstance, the Company will work cooperatively with the
11 Union to consider options for maintaining workforce levels in
12 Wichita. If the Company comes to the conclusion that
13 outsourcing is necessary, the Union will have the opportunity to
14 present an alternative business case, to which the Company
15 agrees to give full consideration in good faith. In evaluating the
16 Union's alternative, it is agreed between the Company and the
17 Union that the Company will consider the maintenance of a
18 strong, highly skilled workforce in Wichita, consistent with the
19 intent of this Article 17, to be an important factor and an
20 important Company priority.
- 21 c. Throughout the processes described in the paragraph, the
22 Company and the Union recognize that the Joint
23 Partnership Committee may play a valuable role.
- 24 3. In order to ensure that the IAM bargaining unit in Wichita has the
25 maximum potential for growth, the Company agrees to offer such
26 training as may be necessary or appropriate in order for bargaining
27 unit members to have the skills and skill sets that will enable them
28 to keep pace with the Company's program requirements and plans.
- 29 4. During the term of this Agreement, if it appears that the Company
30 will be faced with fluctuations in customer demand that could
31 impact the amount of work available to the bargaining unit, the
32 Company agrees that it will notify the Union promptly and engage
33 in good faith in a process of considering all fiscally reasonable
34 alternatives to layoffs. Such alternatives may include, but not be
35 limited to, temporary furloughs, alternative work schedules,
36 additional training, insourcing, and short workweeks. The
37 Company and the Union recognize that the Joint Partnership
38 Committee may play a valuable role in this process.
- 39
40

1 **B. Subcontracting**

2 **Anything in this Section 17.1 to the contrary notwithstanding, it**
3 **is agreed that under and included within the meaning of Article 4**
4 **of this Agreement that the Company has the right to subcontract**
5 **and offload work, to make and carry out decisions, and to**
6 **designate the work to be performed by the Company and the**
7 **places where it is to be performed.**

8 **1. The Company and Union agree that an increasingly productive**
9 **workforce is critical to the continued success of the enterprise**
10 **and that domestic and international sales represent**
11 **opportunities for employment growth and stability. The parties**
12 **also recognize that a variety of business factors, including the**
13 **Company's ability to secure sales, may require offsets as part of**
14 **such transactions. Given these conditions, and in**
15 **acknowledgement of Company and Union concerns regarding**
16 **employment stability, the parties agree to meet periodically to**
17 **discuss offsets and the impact of subcontracting on bargaining**
18 **unit jobs. Recognizing the value of open communications to the**
19 **partnering relationship between the Company and the Union,**
20 **the Senior Operations Management will meet as needed but no**
21 **less frequently than quarterly with the Union In-Plant**
22 **Representatives to discuss any sourcing decisions that could**
23 **impact bargaining unit jobs.**

24 **2. With respect to the subcontracting of work currently performed**
25 **by bargaining unit employees, the parties recognize that from**
26 **time to time such subcontracting may be necessary. To enable**
27 **the Union to suggest competitive alternatives which might**
28 **allow the retention of work within the bargaining unit, the**
29 **Company will, at least sixty (60) days prior to signing any**
30 **agreement to subcontract work currently being performed by**
31 **bargaining unit employees, provide notice to the Union of its**
32 **plans to subcontract work which would directly result in the**
33 **displacement of fifteen (15) or more bargaining unit positions.**
34 **The Company will provide information related to the potential**
35 **subcontracting other than information it considers to be**
36 **confidential, proprietary or subject to nondisclosure provisions.**

37 **3. The parties recognize that some subcontracting decisions**
38 **cannot be disclosed with the sixty (60) day period referred to**
39 **above, due to confidentiality concerns. In such circumstances,**
40

1 the Company will provide the Union as much notice as
2 practicable.

3 **4. Following notice of specific plans to subcontract work currently**
4 **performed by the bargaining unit that would displace fifteen**
5 **(15) or more bargaining unit employees, the parties shall, upon**
6 **the request of the Union, meet and discuss the impact on the**
7 **bargaining unit. The Company agrees to consider any proposal**
8 **the Union might make which would result in a less costly way**
9 **to retain such work in the bargaining unit. The Union must**
10 **present any such proposals within thirty (30) calendar days of**
11 **receipt of the Company's plans. The parties will meet**
12 **periodically to review the implementation of any such union**
13 **proposals accepted by the Company. Should the Union's**
14 **projected savings not be realized within any ninety (90) day**
15 **review period during implementation, the Company will have**
16 **the right to subcontract the work.**

17 **C. The Company agrees to use reasonable efforts to hire 25 facilities**
18 **apprentices during the term of this Agreement.**

19
20 **Section 17.2. Joint Partnership and Specific Subject Matter**
21 **Committees**

22 To help ensure future success the Company and the Union agree to
23 establish a Joint Partnership Committee (JPC) and Specific Subject Matter
24 Committees to support the intention of this contract and jointly address
25 mutually agreed upon topics to further the health of the Company and keep
26 the team for the future intact.

27
28 The parties intend the JPC to form the basis for honest and meaningful
29 dialogue between the parties, and to promote a positive relationship that
30 will ensure the parties' mutual desire to establish and maintain effective
31 working relationships and a work environment that will facilitate improved
32 productivity and competitiveness.

33 1. The Company and the Union shall each select a maximum of three (3)
34 suitably qualified individuals to participate in the JPC.

35 The Company and Union may need support from other specialized
36 subject matter experts and in such case, both parties will agree to the
37 attendance of and disclosure of information to subject matter experts
38 prior to the meeting. The JPC shall meet at least quarterly, but more
39 frequently as required, at a mutually convenient location to discuss
40

- 1 and resolve the full range of issues relating to the successful
2 implementation and administration of our Long Term Agreement (LTA).
- 3 2. The JPC will establish, appoint representatives and monitor various
4 joint committees. Joint committees (Specific Subject Matter
5 Committees) may include, but not be limited to the following: health
6 and safety, health care, technical training, labor management
7 cooperation, supervisor and union steward training.
- 8 3. The JPC will meet monthly, or as required, to monitor and discuss
9 outstanding grievances with a view to speedy resolution. The JPC will
10 overview and monitor Steward and Manager training on complaint and
11 grievance resolution.
- 12 4. Where feasible, the Company's intention is to use temporary **workers**
13 as a buffer to protect against short-term hiring challenges and to give
14 some protection during economically challenging times. The Company
15 will discuss sourcing temporary **workers (contractors)** and their terms
16 and conditions with the IAM through the JPC. It is not the Company's
17 intention to use temporary **workers** to replace or erode the work
18 performed by IAM bargaining unit employees. The use of temporary
19 **workers** will be restricted to meeting short-term hiring and economic
20 challenges. Temporary assignments will last no longer than 90 days,
21 unless expressly agreed by the JPC. **The Union members of the JPC**
22 **shall not unreasonably withhold their agreement. The Company**
23 **shall have discretion to place temporary workers on any shift, but**
24 **when feasible the Company will endeavor to assign temporary**
25 **workers to off shifts.**
- 26 5. During times of economic uncertainty, the Company intends to explore,
27 and will discuss with the JPC, as needs arise, all fiscally reasonable
28 alternatives to layoffs, including temporary furloughs, alternative work
29 schedules, release of temporary employees, additional training, in-
30 sourcing and short workweeks. Additionally, the Company will
31 evaluate any other recommendations from the JPC.
- 32

33 **Section 17.3. Workplace Steward-Manager Partnership**

- 34 1. The Company and the Union agree to work to establish an ongoing
35 robust communication process throughout all levels of management
36 that provides timely and informative information to members of the
37 bargaining unit. The parties will strive to improve relationships at all
38 levels of Spirit management and the IAM represented workforce. This
39 includes the Company, and the Union, separately and together,
40 instituting training focused on a culture of open communication.

1 Training will be geared to 1st level shop management, Union Stewards
2 and Team Leaders.

- 3 2. 1st Level Shop Management, the shop Union Steward, and the Team
4 Leader, if one is assigned to the shop, will meet regularly (but no less
5 often than monthly) to discuss methods of improving shop
6 performance, safety, employee development, schedules, employee
7 morale, reduction of overtime, scrap reduction and other mutually
8 agreed topics that could improve the overall performance of the shop.
- 9 3. 1st Level Shop Management and the Shop Steward shall conduct a
10 crew meeting at least monthly to discuss items set out above.
- 11 4. 1st Level Shop Management will regularly communicate with
12 employees regarding their performance. As appropriate, the 1st Level
13 Shop Manager will discuss employee performance issues with the
14 Shop Steward and seek input on how performance might be best
15 improved. Any discipline of an employee shall be at the discretion of
16 the Company, subject to the other provisions of this Agreement.
- 17 5. The Company and the Union will establish a joint committee which
18 shall meet at least twice per year to explore how the Steward-Manager
19 Teams are functioning and whether other changes could be
20 implemented to further improve the process.

21 **Section 17.4. Successorship**

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

27 **ARTICLE 18** 28 **PENSIONS**

- 29 **A. The Employer shall contribute to the I.A.M. National Pension**
30 **Fund, National Pension Plan for each hour or portion thereof for**
31 **which employees in all job classifications covered by this**
32 **Agreement are entitled to receive pay under this Agreement,**
33 **subject to a maximum of forty (40) hours per week and eighty (80)**
34 **hours per bi-weekly pay period for each employee as follows:**
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36
37
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- 1 1. **\$1.95 per hour - \$83.59, effective July 1, 2019**
- 2 2. **\$2.00 per hour - \$85.46, effective July 1, 2023**
- 3 3. **\$2.05 per hour - \$87.33, effective July 1, 2024**
- 4 4. **\$2.10 per hour - \$89.20, effective July 1, 2025**
- 5 5. **\$2.10 per hour - \$89.20, effective July 1, 2026**

6

7 **B. The Employer shall continue contributions for all contractually**
8 **obligated time paid. The Employer shall also make contributions**
9 **whenever an employee receives severance pay, vacation pay at**
10 **termination, or vacation pay in lieu of time off.**

11

12 **C. Contributions for a new, temporary, probationary, part-time and**
13 **full-time employee are payable from the first day of employment.**

14

15 **D. The Employer adopts and agrees to be bound by, and hereby assents**
16 **to, the IAM National Pension Fund Amended and Restated Trust**
17 **Agreement, including all amendments thereto, whether adopted**
18 **before or after the date of this Agreement (“Trust Agreement”),**
19 **which is incorporated into this Agreement and made a part hereof,**
20 **and the Plan rules adopted by the Trustees of the Fund (the**
21 **“Trustees”) in establishing and administering the foregoing Plan**
22 **pursuant to the Trust Agreement, as currently in effect and as the**
23 **Trust and Plan may be amended from time to time.**

24

25 **E. This Agreement shall remain in effect until the Employer is no**
26 **longer required to make contributions to the Plan. Subsequent rate**
27 **increases may be implemented through a separate Letter of**
28 **Agreement or renewal Collective Bargaining Agreement between**
29 **the bargaining parties.**

30

31 **F. The parties may increase the Contribution Rate and/or add job**
32 **classifications or categories of hours for which contributions are**
33 **payable. The parties acknowledge that the Trustees may terminate**
34 **the participation of the employees and the Employer in the Plan**
35 **for reasons including, but not limited to, if the successor collective**
36 **bargaining agreement fails to renew the provisions of this pension**
37 **Article or reduces the Contribution Rate.**

38

39 **This Article contains the entire agreement between the parties**
40 **regarding pensions and retirement under this Plan and any contrary**

1 provisions in this Agreement shall be void. No oral or written
2 modification of this Agreement shall be binding upon the Fund unless
3 agreed to in writing by an authorized representative of the Fund. No
4 grievance procedure, settlement or arbitration decision with respect to
5 the employer's obligation to contribute shall be binding upon the Fund,
6 unless the Fund has agreed to be a party to such proceeding.
7

8
9 **ARTICLE 19**
10 **401(K) PLAN**
11

- 12 A. **Spirit AeroSystems, Inc. (the "Company") wishes to contribute**
13 **to the I.A.M. National 401(k) Fund (the "Fund" or "Plan") for all**
14 **of its employees who are working under a Collective Bargaining**
15 **Agreement with the International Association of Machinists &**
16 **Aerospace Workers effective through 12:01 a.m. June 20, 2027**
17 **(the "CBA"). This Agreement (contained in Article 19) shall**
18 **remain in effect until the employer is no longer required to**
19 **participate in the Plan.**
- 20 B. **Elective Contribution Option - The Company will make**
21 **authorized pre-tax and/or after-tax deductions of a percentage**
22 **of the employees' gross wages for each pay period for any**
23 **employee covered by the CBA who has enrolled and authorized**
24 **that such payroll deduction. Elective Contributions will be**
25 **effective as of the effective date of the CBA.**
- 26 C. **Automatic Payroll Deduction Option - The parties to the CBA**
27 **agree to automatically enroll all employees working under the**
28 **CBA in the Plan. Employees will be automatically enrolled at 3%.**
29 **The Employer is required to deduct the fixed percentage from**
30 **each employee's gross wages and remit it to the Fund. These**
31 **amounts must be forwarded to the Fund Office no later than the**
32 **date described in paragraph "E" below, unless the employee**
33 **affirmatively elects (1) not to have the automatic deduction, or**
34 **(2) to have a different percentage deducted from his or her wages.**
- 35 D. **Employer Contribution Option - The Company will provide to**
36 **all participating employees a matching contribution of fifty**
37 **cents for every dollar the employee contributes, up to the first**
38 **4% of the employee's gross wages.**
- 39 E. **Contributions required under paragraphs "B" and "C" above**
40 **must be made on the earliest date on which the deducted**

1 amounts can be reasonably segregated from the employer's
2 general assets, but in no event received later than the seventh
3 (7th) business day following the date that payments are made to
4 the employee ("Due Date"). Otherwise, the Fund will consider a
5 contribution to be delinquent, subject to collection under the
6 Fund's rules.

7 F. A newly-hired employee will become a Plan participant after
8 completing one hour of service, unless the CBA calls for the
9 employee to complete a probationary period. However, for
10 purposes of participating in the Plan, in no event can a
11 probationary period be longer than 1,000 hours of service from
12 the date of hire.

13 G. The employer agrees to make deductions from the employee's
14 wages of any amounts required by the Fund to pay back a loan
15 taken from the Fund by the employee, if applicable. Such
16 amounts will be deducted and remitted to the Fund in
17 accordance with the Fund's timing rules for contributions found
18 in paragraph "E."

19 H. The employer agrees to implement the deferral elections made
20 by the employees who are working under the CBA, and to provide
21 the Trustees of the Fund (the "Trustees") with all compensation
22 information and other data needed for the Trustees to
23 administer the Plan in accordance with its terms and applicable
24 law.

25 I. The employer agrees to be bound by (i) the I.A.M. National 401(k)
26 Fund Trust Agreement, including all amendments thereto,
27 whether adopted before or after the date of this Agreement (the
28 "Trust Agreement"), which is incorporated into this Agreement
29 and made a part hereof, (ii) any rules and regulations adopted by
30 Trustees in administering the Fund, and (iii) the terms of the
31 Plan document currently in effect and as may be amended from
32 time to time.

33 J. No oral or written modification of this Agreement shall be
34 binding on the Fund unless agreed to in writing by an authorized
35 representative of the Fund. No grievance procedure, settlement,
36 or arbitration agreed to by the parties to the CBA shall be
37 binding on the Fund, unless the Fund has agreed to be a party
38 to such proceeding.

39 K. This Agreement shall become effective as soon as practicable
40 following its acceptance by the Trustees. No employee

1 **deductions shall be remitted to the Fund until the parties to**
2 **the Agreement are provided notification of acceptance by an**
3 **authorized representative of the Fund.**

4 **L. The employer shall allow the Fund to audit the payroll and wage**
5 **records of the employer as necessary to determine whether and**
6 **to what extent the employer has made the contributions**
7 **required herein and the employer agrees to comply with the**
8 **provisions of the Trust Agreement and Fund rules relating to**
9 **such audits. The employer agrees to cooperate in the**
10 **performance of such audits and shall pay any amounts**
11 **determined to be due as a result of any such audit including, in**
12 **certain circumstances, the costs to perform the audit, promptly**
13 **upon demand by the Fund. The employer agrees to be bound by**
14 **the terms and conditions of the Fund’s Trust Agreement.**

15 **(i) The employer understands that its participation in the Plan**
16 **is conditioned on the employer’s compliance with the**
17 **participation, coverage and non-discrimination requirements of**
18 **the Internal Revenue Code (the “Code”), and the Plan not being**
19 **a top-heavy Plan with respect to the employer’s non-bargaining**
20 **unit employees. If (i) the employer fails to comply with the Code**
21 **requirements referenced in the previous sentence, or (ii) the**
22 **Plan is top-heavy with respect to the employer’s non- bargaining**
23 **unit employees, or (iii) the employer fails to provide**
24 **information, certifications or additional sums required by the**
25 **Trustees, the participation of the employer’s employees shall**
26 **terminate.**

27
28 **ARTICLE 20**
29 **DURATION**

30
31 **Section 20.1. Duration/Notification**

32 This Agreement shall become effective on **June 30, 2023**, and shall remain
33 in force through **12:01 a.m., June 20, 2027**. This Agreement shall remain
34 in force from year to year thereafter, unless either party shall notify the
35 other, in writing by registered mail, not more than ninety (90) calendar days
36 nor less than sixty (60) calendar days prior to the anniversary of the
37 Effective Date in the year in which contract termination is desired.
38
39
40

1 Notice under Section 20.1 duration, notification shall be served on the
2 senior Human Resources Manager for the Company and the designated
3 representative for the Union.
4

5
6 **ARTICLE 21**
7 **SCOPE OF AGREEMENT**
8

9 **Section 21.1. Complete Agreement**

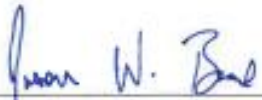
10 This Agreement contains the entire agreement between the parties and any
11 contrary provisions in any other document shall be void. No oral
12 modification of this agreement shall be effective or binding on any party.
13

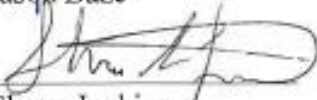
14 **Section 21.2. Severability**


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

The parties hereby accept and agree to the terms and conditions of this Agreement, effective as of the date stated above.

For the International Association of Machinists and Aerospace Workers, AFL-CIO and its District 70 and Local Lodge 839:


Jason Baze


Shaun Junkins


Dan Winslow


Leaonna Masters


Dennis Williams

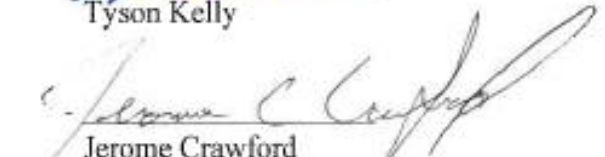

Shawn Breit


Cornell Beard


Lamont Heincker


Dennis Tilley

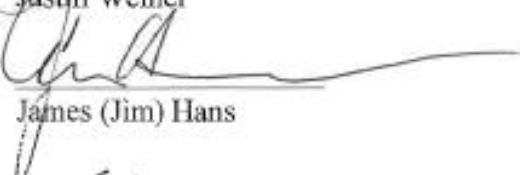

Tyson Kelly


Jerome Crawford

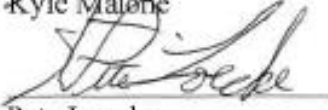

Tony Conway

For Spirit AeroSystems, Inc.:


Justin Welner


James (Jim) Hans


Kyle Malone


Pete Loecke


Jason (Jay) Hohl


Adam Pogue


Mandy Trainer

New Maximums Effective July 7, 2023

Job Code	Level	I-Code	Job Title	Rate Range Min	Rate Range Max
M01	A	I1	Assembly Mech-Rapid Response	\$20.50	\$39.49
M01	A	I2	Assembly Mech-Automated Mach Fastng I2	\$20.50	\$37.79
M01	B	I4	Assembly Mechanic - Fuselage I4	\$20.50	\$34.38
M01	C	I6	Assembly Mechanic - Fuselage I6	\$20.50	\$30.97
M02	A	I2	Assembly Mechanic-Underwing I2	\$20.50	\$37.79
M02	B	I4	Assembly Mechanic - Underwing I4	\$20.50	\$34.38
M02	C	I6	Assembly Mechanic - Underwing I6	\$20.50	\$30.97
M03	A	I3	Building Maintenance Technician I3	\$20.50	\$36.12
M03	B	I4	Building Maintenance Technician I4	\$20.50	\$34.38
M03	C	I5	Building Maintenance Technician I5	\$20.50	\$32.67
M04	A	I3	Composite Mechanic I3	\$20.50	\$36.12
M04	B	I4	Composite Mechanic I4	\$20.50	\$34.38
M04	C	I5	Composite Mechanic I5	\$20.50	\$32.67
M05	A	I1	Equipment Maintenance Tech I1	\$20.50	\$39.49
M05	B	I2	Equipment Maintenance Tech I2	\$20.50	\$37.79
M05	C	I3	Equipment Maintenance Tech I3	\$20.50	\$36.12
M05	D	I4	Equipment Maintenance Tech I4	\$20.50	\$34.38
M06	A	I1	Precision Maintenance Technician	\$20.50	\$39.49
M07	A	I2	Machine Mechanic I2	\$20.50	\$37.79
M07	B	I3	Machine Mechanic I3	\$20.50	\$36.12
M07	C	I4	Machine Mechanic I4	\$20.50	\$34.38
M08	A	I4	Material Support Technician I4	\$20.50	\$34.38
M08	B	I5	Material Support Technician I5	\$20.50	\$32.67
M08	C	I6	Material Support Technician I6	\$20.50	\$30.97
M09	A	I3	Metals Mechanic I3	\$20.50	\$36.12
M09	B	I4	Metals Mechanic I4	\$20.50	\$34.38
M09	C	I5	Metals Mechanic I5	\$20.50	\$32.67
M10	A	I3	Process Mechanic I3	\$20.50	\$36.12
M10	B	I4	Process Mechanic I4	\$20.50	\$34.38
M10	C	I5	Process Mechanic I5	\$20.50	\$32.67
M10	D	I6	Process Mechanic I6	\$20.50	\$30.97
M11	A	I2	Sys/Payloads Structures Mech I2	\$20.50	\$37.79
M11	B	I3	Sys/Payloads Structures Mech I3	\$20.50	\$36.12
M11	C	I6	Sys/Payloads Structures Mech I6	\$20.50	\$30.97
M12	B	I1	Tooling Machinist M	\$20.50	\$39.49
M12	B	I1	Tooling Technician T	\$20.50	\$39.49
M12	B	I2	Tooling Machinist M	\$20.50	\$37.79
M12	B	I2	Tooling Technician T	\$20.50	\$37.79
M13	A	I3	Inspector – Fabrication/Assembly I3	\$20.50	\$36.12
M13	B	I4	Inspector – Fabrication/Assembly I4	\$20.50	\$34.38
M14	A	I1	Inspector – NDI I1	\$20.50	\$39.49
M14	B	I2	Inspector – NDI I2	\$20.50	\$37.79
M14	C	I3	Inspector – NDI I3	\$20.50	\$36.12

M15	A	I1	Inspector - Tooling I1	\$20.50	\$39.49
M15	B	I2	Inspector - Tooling I2	\$20.50	\$37.79
M16	A	I1	Mechanic Verification Process Auditor I1	\$20.50	\$39.49
M17	A	I3	Repair Station Mechanic I3	\$20.50	\$36.12
M17	B	I4	Repair Station Mechanic I4	\$20.50	\$34.38
M17	C	I5	Repair Station Mechanic I5	\$20.50	\$32.67
M18	E	AG	NDI Apprentice AG	\$20.50	\$27.10
M18	E	AH	NDI Apprentice AH	\$20.50	\$28.28
M18	E	AI	NDI Apprentice AI	\$20.50	\$29.48
M18	E	AJ	NDI Apprentice AJ	\$20.50	\$30.64
M18	E	AK	NDI Apprentice AK	\$20.50	\$31.83
M18	E	AL	NDI Apprentice AL	\$20.50	\$33.01
M18	E	AM	NDI Apprentice AM	\$20.50	\$34.20
M18	E	AN	NDI Apprentice AN	\$20.50	\$35.37
M18	E	AO	NDI Apprentice AO	\$20.50	\$36.56
M19	E	AP	Maintenance Mechanic Technician Apprentice	\$20.50	\$39.49
M20	A	I4	Aircraft Painter	\$20.50	\$34.38
M20	B	I5	Aircraft Painter	\$20.50	\$32.67
M21	A	I1	Repair Station Quality Assurance Inspector	\$20.50	\$39.49
M21	B	I2	Repair Station Quality Assurance Inspector	\$20.50	\$37.79
M22	A	I2	Sealer	\$20.50	\$37.79
M22	B	I4	Sealer	\$20.50	\$34.38
M22	C	I6	Sealer	\$20.50	\$30.97
M23	A	I2	Overhead Crane	\$20.50	\$37.79
M23	B	I5	Overhead Crane	\$20.50	\$32.67
M24	A	I2	Welder - Facilities	\$20.50	\$37.79
M24	A	I2	Welder - Production	\$20.50	\$37.79
M24	A	I2	Welder - Tooling	\$20.50	\$37.79
M24	B	I3	Welder	\$20.50	\$36.12
M25	A	I2	Transportation	\$20.50	\$37.79
M25	B	I5	Transportation	\$20.50	\$32.67
D01	A	I2	Assembly Mech-Automated Mach Fastng I2	\$20.50	\$37.79
D01	B	I4	Assembly Mechanic - Fuselage I4	\$20.50	\$34.38
D01	C	I6	Assembly Mechanic - Fuselage I6	\$20.50	\$30.97
D02	A	I2	Assembly Mechanic-Underwing I2	\$20.50	\$37.79
D02	B	I4	Assembly Mechanic - Underwing I4	\$20.50	\$34.38
D02	C	I6	Assembly Mechanic - Underwing I6	\$20.50	\$30.97
D03	A	I3	Building Maintenance Technician I3	\$20.50	\$36.12
D03	B	I4	Building Maintenance Technician I4	\$20.50	\$34.38
D03	C	I5	Building Maintenance Technician I5	\$20.50	\$32.67
D04	A	I3	Composite Mechanic I3	\$20.50	\$36.12
D04	B	I4	Composite Mechanic I4	\$20.50	\$34.38
D04	C	I5	Composite Mechanic I5	\$20.50	\$32.67
D05	A	I1	Equipment Maintenance Tech I1	\$20.50	\$39.49
D05	B	I2	Equipment Maintenance Tech I2	\$20.50	\$37.79
D05	C	I3	Equipment Maintenance Tech I3	\$20.50	\$36.12
D05	D	I4	Equipment Maintenance Tech I4	\$20.50	\$34.38

D06	A	I1	Precision Maintenance Technician	\$20.50	\$39.49
D07	A	I2	Machine Mechanic I2	\$20.50	\$37.79
D07	B	I3	Machine Mechanic I3	\$20.50	\$36.12
D07	C	I4	Machine Mechanic I4	\$20.50	\$34.38
D08	A	I4	Material Support Technician I4	\$20.50	\$34.38
D08	B	I5	Material Support Technician I5	\$20.50	\$32.67
D08	C	I6	Material Support Technician I6	\$20.50	\$30.97
D09	A	I3	Metals Mechanic I3	\$20.50	\$36.12
D09	B	I4	Metals Mechanic I4	\$20.50	\$34.38
D09	C	I5	Metals Mechanic I5	\$20.50	\$32.67
D10	A	I3	Process Mechanic I3	\$20.50	\$36.12
D10	B	I4	Process Mechanic I4	\$20.50	\$34.38
D10	C	I5	Process Mechanic I5	\$20.50	\$32.67
D10	D	I6	Process Mechanic I6	\$20.50	\$30.97
D11	A	I2	Sys/Payloads Structures Mech I2	\$20.50	\$37.79
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D12	B	I1	Tooling Technician T	\$20.50	\$39.49
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D24	B	I3	Welder	\$20.50	\$36.12
D25	A	I2	Transportation	\$20.50	\$37.79
D25	B	I5	Transportation	\$20.50	\$32.67

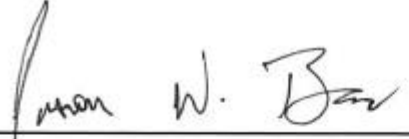
MEMORANDUM OF UNDERSTANDING #1

COMMUNITY ENGAGEMENT

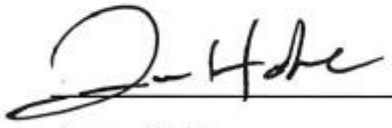
It is understood and agreed between the parties that the members of the bargaining unit will be given an opportunity to spend 10 minutes with an Employees Good Neighbor Fund/United Way representative at the worksite during normal working hours, once a year with the intent of achieving fifty percent or better participation in the Good Neighbor Fund. The Employer reserves the right to coordinate the schedule with the representative to prevent conflict with business needs.

The Employer will honor payroll deduction requests and remit deductions to the Spirit AeroSystems Employees Good Neighbor Fund. These Funds will be allocated per the governing Employees Good Neighbor Fund by-laws.

*The Machinists have a long tradition of giving back to the communities in which they live and work. United Way has been a key partner of the AFL-CIO for over 80 years. By supporting Spirit AeroSystems Employees Good Neighbor Fund annual campaign, the Union also supports its long standing AFL-CIO & United Way partnership.



Jason Baze
Local Lodge 839 Business Representative
IAMAW



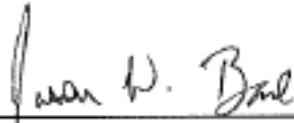
Jason Hohl
Vice President, Human Resources
Spirit AeroSystems, Inc.

MEMORANDUM OF UNDERSTANDING #2

NDI EXCEPTION TO SHIFT DEVIATION LENGTH, SECTION 6.6

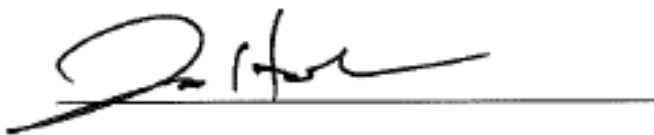
The following memorandum of understanding has been reached between the union and the company in regards to deviating away from the language in the CBA with regards to section 6.6, shift preference.

This memorandum is needed to meet the needs of new NDI inspectors where training involves copious amount of training hours to meet the guidelines of the certification. Non-Destructive Inspection (M14 job code) on the job training can be longer than the normal 60 day time limit for shift deviations to meet NAS410 requirements. During this time the NDI trainee is not able to buy any jobs and has to work with a certified level 2 NDI inspector in order for OJT to apply. Temporary shift exception for NDI training will not become permanent for any reason. Remember this process is in place for exception on a temporary basis. The process for a shift preference exception/shift deviation is outlined in CBA section 6.6.



Jason Baze

Local Lodge 839 Business Representative
IAMAW



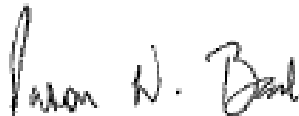
Jason Hohl

Vice President, Human Resources
Spirit AeroSystems, Inc.

MEMORANDUM OF UNDERSTANDING #3
M03 AND M14 JOB CLASSIFICATION REVIEW

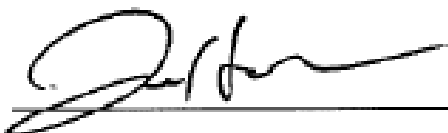
The following memorandum of understanding has been reached between the union and the company in regards to review of the M03 and M14 job classifications.

The Company and the Union agree to further review the M03 and M14 job classifications at a JPC meeting as soon as administratively practicable, but no later than December 31, 2023.



Jason Baze

Local Lodge 839 Business Representative
IAMAW



Jason Hohl

Vice President, Human Resources
Spirit AeroSystems, Inc.

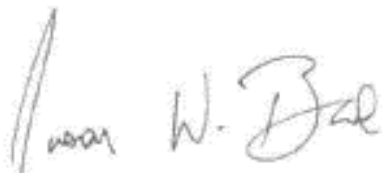
MEMORANDUM OF UNDERSTANDING #4

HOURLY STIPEND FOR SPECIAL ASSIGNMENTS

The Company and the Union have agreed to an Hourly Stipend for Special Assignments. This Stipend will affect the following Special Assignments (but other special assignments may qualify for stipend pay upon mutual agreement between Spirit AeroSystems and the IAM).

- Joint Partner Advocates (JPA's)
- Full Time IAM Safety Focal
- Union Safety Administrator (USA's)
- IAM Benefits Focal
- Integrated product Team (IPT) Team Members
- IAM Employee Assistance Program Focal (EAP Focal)
- IAM-Represented Trainers

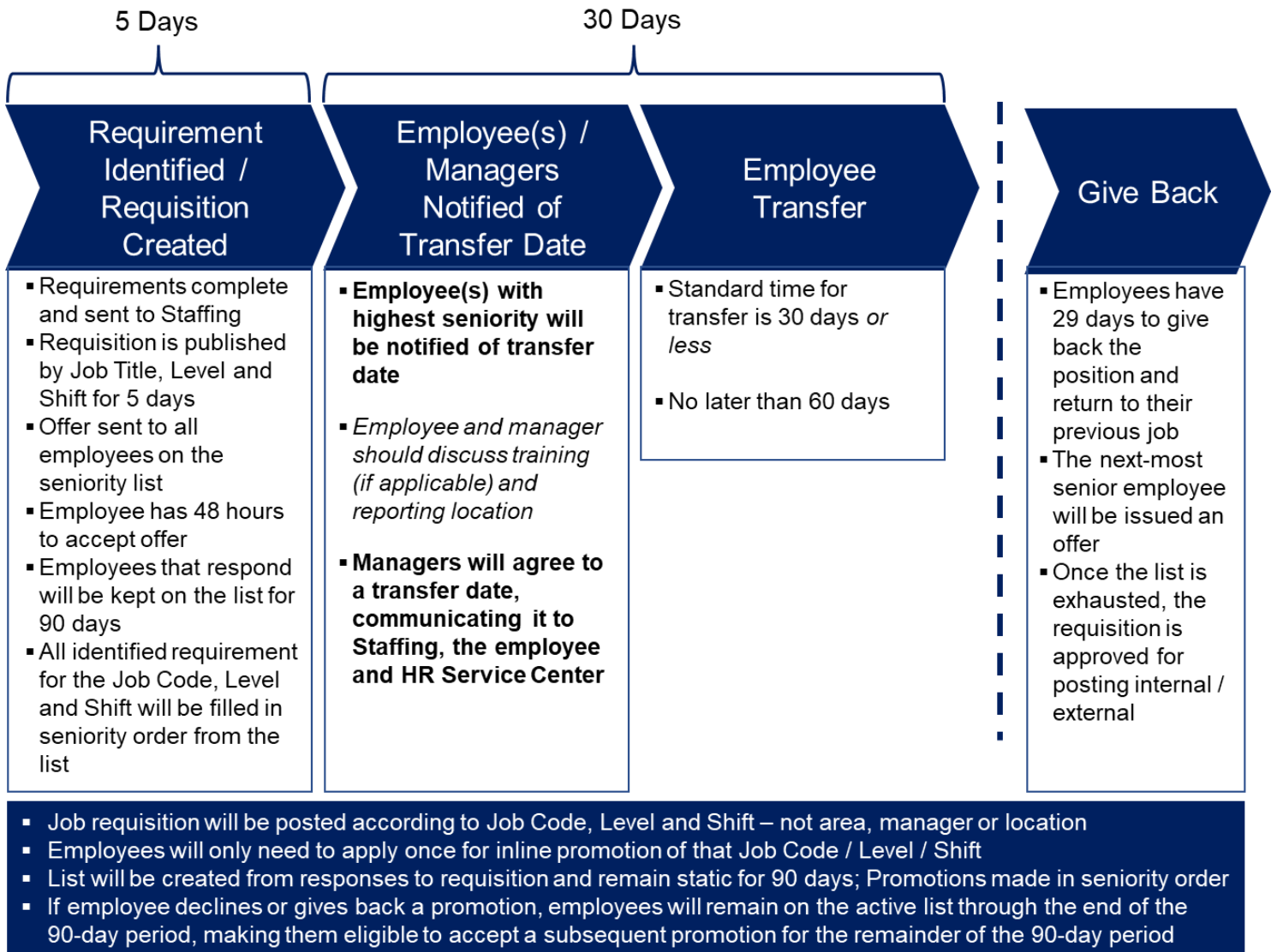
It is agreed that the Special Assignments Stipend will be \$1.75 an hour and will be in effect the duration of those assignments. However, any IAM member receiving this Stipend will forfeit the Stipend immediately upon leaving any of the above assigned Special Assignments. Failure to do so will result in recovery of overtures paid to the employee by Spirit AeroSystems payroll department. It is agreed that a USA may, at management's discretion, be offered voluntary overtime when the USA's area of coverage is on mandatory overtime. While in the USA role/position and while receiving the \$1.75 stipend, approved overtime will be confined to USA duties only. The USA will notify the shift Safety Focal of any planned overtime and the Company will provide a quarterly report of overtime worked to the DBR. The Safety Focals may also be offered voluntary overtime as agreed by IAM leadership and management. All other employees on a special assignment as outlined above will forfeit rights to overtime and will not be required to work any hours in excess of their normal work schedule.


6/20/2023


6/20/2023

MEMORANDUM OF UNDERSTANDING #5

INLINE PROMOTION PROCESS (Section 16.2)



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