

ARTICLE 11 VII
HOURS OF WORK AND PAY PROVISIONS

Section 5 1 - Hours and Days of Work

The current work schedules are as follows, except for employees engaged on operations which are normally classified as continuous seven (7) day, twenty-four (24) hours operations and other operations which are mutually agreed upon:

(1) The 5/40 work schedule shall consist of eight (8) hour work days, Monday through Friday.

Shift	Days	Hours
Day Shift	Monday - Friday	7:00 AM – 3:30 PM; or 7:30 AM - 4:15 PM; or 8:00 AM to 4:45 PM
Swing Shift	Monday- Friday	3:45 PM – 12:15 AM; or 4:15 PM - 1:00 AM
Graveyard Shift	Monday – Friday	12:00 AM - 6:30 AM

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

Shift	Days	Hours
Day Shift	Monday – Thursday Friday	6:30 AM – 4:00 PM 6:30 AM – 3:00 PM
Swing Shift	Monday-Thursday Friday	4:00 PM – 1:30 AM 4:00 PM – 12:30 AM

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

Shift	Days	Hours
Day Shift	Monday – Thursday Tuesday - Friday	6:00 AM – 4:30 PM 6:00 AM – 4:30 PM
Swing Shift	Monday-Thursday Tuesday – Friday	4:00 PM – 2:30 AM 4:00 PM – 2:30 AM

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

Shift	Days	Hours
Day Shift	Friday - Sunday	6:00 AM – 6:00 PM
Swing Shift	Friday - Sunday	6:00 PM – 6:00 AM

~~(1) All employees will be assigned to a five (5) day, eight (8) hour shift schedule or an alternating two (2) week nine (9) day, eighty (80) hour schedule. The nine/eighty schedule is described in the Memorandum of Understanding on Nine/Eighty Work Schedule. For employees assigned to a five (5) day, eight (8) hour schedule, eight (8) hours shall constitute the standard day's work to be performed within nine (9) consecutive hours. For employees assigned to a nine (9) day, eighty (80) hour schedule, nine (9) hours shall constitute the standard's day's work to be performed within ten (10) consecutive hours except for eight (8) hours to be performed within nine (9) hours on Fridays.~~

~~(2) Employees assigned to work a 9/80 work schedule will be placed by seniority order on these schedules. Thereafter, employees' schedules will not be changed without thirty (30) or more days' notice to affected employees. For day shift 9/80 employees, the Monday through Thursday shift will be 6:30 A. M. till 4:00 P. M. and 6:30 A. M. to 3:00 P. M. on Fridays. Swing shift employee hours will be from 4:00 P. M. till 1:30 A. M. Monday through Thursday and 4:00 P. M. till 12:30 A. M. on Fridays. These starting times may be adjusted by mutual agreement between the parties if they prove to be unworkable.~~

~~(3) Except for employees on continuous shift operations, as provided herein below, the standard eight (8) hour day shift shall be either 7:00 a.m. to 3:30 p.m., 7:30 a.m. to 4:15 p.m., or 8:00 a.m. to 4:45 p.m.; the standard eight (8) hour night shift shall be from 3:45 p.m. to 12:15 a.m., 4:15 p.m. to 1:00 a.m., or 5:00 p.m. to 1:30 a.m. for the janitorial force (assignment to which shall be voluntary on the part of any employee so assigned); the standard graveyard shift shall be from 12:00 Midnight to 7:00 a.m., or 12:30 a.m. to 7:30 a.m.~~

~~(5) (4) Certain occupations within Facilities and Plant Operations such as "Plant Stationary Engineer" and "Industrial Waste Treatment Plant Operator" whose work involves seven (7) day, twenty-four (24) hour coverage, shall be assigned to continuous shifts.~~

~~(6) An employee commencing his **their** workday between the hours of 4:00 A.M. and 10:59 A.M. is considered to be in the day shift rate period. An employee commencing his **their** workday between the hours of 11:00 A.M. and 8:29 P.M. is considered to be in the **night swing** shift rate period. An~~

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employee commencing his **their** workday between the hours of 8:30 P.M. and 3:59 A.M. is considered to be in the graveyard shift rate period.

(7) For employees on continuous shift operations, the standard day shift will be either 7:00 A.M. to 3:00 P.M. or 8:00 A.M. to 4:00 P.M.; the standard **night swing** shift will be either 3:00 P.M. to 11:00 P.M. or 4:00 P.M. to 12:00 midnight; the standard graveyard shift will be either 11:00 P.M. to 7:00 A.M. or 12:00 midnight to 8:00 A.M. Employees on continuous shift operations shall be on duty during their entire shift period.

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(5) ~~(7) All deviations from the standard shift hours shall be cleared with the Union and mutually agreed upon.~~ **The Company will notify the Union in advance of any changes in the bargaining unit shift hours and/or work schedules.**

~~(6) Five (5) days, Monday through Friday shall constitute the standard work week, unless, or until, the Company is instructed by the Federal Government to alter or change the work schedule now in effect. However, the Company reserves the right to engage, alter or rotate Firefighters to work five (5) consecutive days other than those constituting the standard workweek. It is specifically agreed that Firefighters will not be engaged in production work. Deviation from the standard workweek for employees holding other job classifications must be mutually agreed upon between the Company and the Union.~~

~~(7) If the Memorandum of Understanding on nine/ eighty schedule is cancelled by either party, the contract language of Article VII, Section 5 of the 1999 Collective Bargaining Agreement will be reinstated.~~

[Proposing to Move Here from OLD Art VI – Employee Privileges, Section 5]

Section 2 - Rest Periods

Employees on Day and Night shifts shall receive a ten (10) minute rest period, at times designated by the Company, near the mid-point of each half of their assigned shift.

~~A ten-minute rest period at times designated by the Company at or near the mid-point of each half of the Day and Night shifts shall be given to all employees assigned to such shifts.~~

Employees working overtime shall **receive** be allowed to observe the regular rest periods provided for herein ~~which~~ occurring during such overtime period.

Additional rest allowances shall be permitted under the following conditions:

1. ~~Whenever a~~An employee is called to work two (2) or more hours prior to the beginning of his **the** shift he shall normally be given a ten-minute rest allowance **period** before starting his **the** regular shift.
2. ~~Whenever a~~An employee will be working two (2) or more hours beyond the end of his **the** regular shift he shall normally be given a ten-minute rest allowance prior to starting such work.

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Exceptions may be made under 1 and 2 above with respect to when and for how long such rest allowances will be where work operations, including the handling and operation of equipment and machines, are of such a nature that the work needs to be continued without interruption. Under these conditions supervision should still endeavor to allow an employee ten minutes rest during the work period outside the shift.

Section 6 3 - Premium for Hours and Days of Work

- (1) Night shift employees shall receive a bonus of forty cents (40¢) an hour.
- (2) Graveyard shift employees shall receive eight (8) hours' pay plus an eight cents (8¢) an hour bonus for working six and one-half (6-1/2) hours.

[Proposing to Move Section 3,(3) to Fire Department Supplement]

- ~~(3) All employees working other than the standard work week shall receive a premium of twenty cents (20¢) an hour in addition to other bonuses.~~

Section 4 - Overtime Pay

- (1) For the purposes of computing overtime premium pay, the regular working week for employees on a 5/40, 9/80, and 4/10 schedule is forty (40) hours.**
- (2) For purposes of determining premium rate eligibility for time worked on a 5th, 6th, or 7th day of an employee's work week, as well as paid vacation, paid personal business and other paid leave, in-week overtime hours worked, and Union Business shall be counted toward accumulation of the forty (40) hour requirement.**
- (3) For employees on a 5/40 schedule, Hhours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period beginning with the starting time of the employee's shift one day of during an employee's work week, shall be paid for at one and one-half times (1.5) the hourly straight-time rate of the employee, except that hours worked in excess of twelve (12) hours in any one such day shall be paid for at two (2) times the hourly straight-time rate of the employee.**

If an employee works a minimum of forty (40) hours during the work week, Hhours worked on the sixth day of an employee's work week shall be paid for at one and one-half (1.5 1/2) times the hourly straight-time rate of the employee, except that such hours worked in excess of twelve (12) hours shall be paid for at two (2) times the hourly straight-time rate of the employee.

Hours worked on the seventh day of an employee's work week, shall be paid for at two (2) times the hourly straight-time rate of the employee.

- (4) For employees on a 9/80 schedule, hours worked in excess of nine (9) hours in any continuous twenty four (24) hour period beginning with the starting time of the employee's shift Mondays through Thursdays, or hours worked in excess of eight (8) hours on scheduled On-Fridays shall be paid at one and one-half times (1.5) the hourly straight-time**

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rate of the employee, except that hours worked in excess of twelve (12) hours in any one such day shall be paid at two (2) times the hourly straight-time rate of the employee.

If an employee works a minimum of forty (40) hours during the work week, hours worked on shifts beginning on scheduled Off-Fridays or Saturdays, will be paid at one and one-half (1.5) times the rate of the employee, except that hours worked in excess of twelve (12) hours in any such twenty four (24) hour period on these days shall be paid at two (2) times the hourly straight-time rate of the employee.

Hours worked on the seventh day of an employee's workweek, shall be paid at two (2) times the hourly straight-time rate of the employee.

~~(Except as described in the Memorandum of Understanding on the nine/eighty (9/80) work schedule)~~

- (5) For employees on a 4/10 schedule, hours worked in excess of ten (10) hours in any continuous twenty-four (24) hour period beginning with the starting time of the employee's shift Mondays through Thursdays shall be paid at one and one-half (1.5) times the hourly straight-time rate of the employee, except that hours worked in excess of twelve (12) hours in any one such day shall be paid at two (2) times the hourly straight-time rate of the employee.

If an employee works a minimum of forty (40) hours during the work week, hours worked on scheduled Off-Fridays or Saturdays will be paid at one and one-half (1.5) times the hourly straight-time rate of the employee, except that hours worked in excess of twelve (12) hours in any such twenty-four (24) hour period on these days shall be paid at two (2) times the hourly straight-time rate of the employee.

Hours worked on the seventh day of an employee's work week during the work week, shall be paid at two (2) times the hourly straight-time rate of the employee.

- (6) For employees on a 3/12 schedule, hours worked in excess of twelve (12) hours in any continuous twenty-four (24) hour period beginning with the starting time of the employee's shift shall be paid at two (2) times the hourly straight-time rate of the employee.

Work performed on scheduled Off days such as Monday, Tuesday, or Wednesday shall be paid at the rate of one and one-half (1.5) times the hourly straight-time rate of the employee for the first twelve (12) hours in any continuous twenty-four (24) hour period beginning with the starting time of the employee's shift and two (2) times the hourly straight-time rate of the employee, thereafter.

Hours worked on the Thursday shall be paid at the rate of two (2) times the hourly straight-time rate of the employee.

- (7) Except for employees on continuous shift operations, hours worked in excess of six and one-half (6.5 1/2) on the graveyard shift shall be paid for at one and one-half (1.5-1/2) times the hourly straight-time rate of the employee, except that hours worked in excess of twelve (12) hours in any one such day shall be paid for at two times the hourly straight-time rate of the employee.
- (8) ~~Consecutive hours worked in excess of twelve (12) hours shall be paid for at two times the regular rate of the employee even though such consecutive hours begin in one work day (twenty four~~

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hour period) and end during the following work day (twenty-four hour period); provided, however that any hours worked during the seventh day of an employee's work week shall be at the double time rate.

- (8) **Employees shall not receive pyramiding of overtime or premium rates for the same hours worked.**

Section 5 –Overtime Distribution

[Proposing to Incorporate Supplement I “Plant-Wide Overtime Agreement” Proposals, Modifications, and Agreements Here]

Section-9 6 - Pay Period

The pay period shall be from Saturday to and including the following Friday. Monies owed to employees shall be issued ~~either by direct deposit, mail or pay card~~ normally on Friday, but no later than seven (7) days after the end of the pay period and shall represent the earnings of the employees during that pay period. **In the event that a pay labor adjustment is needed, the employee shall receive any additional monies owed, as soon as practicable. The Company shall notify the Union of changes to the method of pay delivery of which the Company may make at its sole discretion.**

Section 4 7 - Wage Rates and ~~Performance Reviews~~

The following provisions governing wage rates and ~~performance reviews~~ shall apply to all employees unless stated otherwise in the Guaranteed Personal Rate provisions.

(A) Automatic Rate Progression:

Automatic Rate Progression Increases shall be effective the Second Saturday in January, May and September for all active employees who are below the maximum of their classification and who have been on the active payroll for the full Automatic Rate Progression period. The base rate of pay shall be increased twenty-five cents (25¢) per hour on the above dates (or such lesser amount as is necessary to bring the rate to the maximums) until the applicable maximum for the classification is reached.

(B) Downgrades:

(1) An employee downgraded to a classification in a lower labor grade shall be paid the employee's maximum rate of the range for such classification, or the employee's current rate, whichever is lower.

(C) ~~Performance Reviews:~~

~~A performance review will be given annually during the month of June upon request of the employee and a copy of such review shall be given to the employee. Employee request for a review must be made in writing during the preceding month of May.~~

(C) ~~(D)~~ Pay Rate on Promotion:

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An employee promoted will be paid at the greater of either the minimum of the classification to which promoted, or ten cents (10¢) per hour above their current rate (~~unless the employee is currently in rate retention~~), and their automatic wage increase will proceed from that rate.

1. If an employee's promotion is effective on the date of an automatic wage increase, ~~his~~ **their** base rate will be established as follows:

If the employee's base rate is below the maximum of the rate range for their classification prior to promotion, their base rate will be increased by the amount of the automatic wage increase to which they are entitled and such increased base rate will be their base rate just prior to promotion.

2. If the employee's base rate is at the maximum of the rate range for their classification prior to promotion, their base rate will be increased by ten cents (10¢) or the amount necessary to bring their rate to the minimum of the classification to which promoted, whichever is greater, or by an amount less than ten cents (10¢) if that will bring their rate to the maximum of the classification to which promoted.

3. ~~If the employee is currently in rate retention on the effective date of the promotion, the employee will be paid ten cents (10¢) per hour above the maximum rate of the classification to which regressing or ten cents (10¢) above the current rate of the employee whichever the lower rate is.~~

~~Note: In the event that application of the provisions of Supplement F, Code (letter) #9, would result in a rate different from the rate obtained by application of the foregoing, the rate most favorable to the employee shall be used.~~

[Proposing to incorporate portions of Letter 9]

(D) Recalls:

1. ~~The rate of pay of a~~An employee recalled under the provisions of Article IV, Section 4, Recall, to a previously held classification will **receive a rate of pay** ~~be established at an ingrade rate in line~~ **consistent** with such ~~the~~ employee's position ~~in the rate range at the time that such the~~ employee was downgraded.

(E) Rehires:

1. **Former employees rehired without seniority**, if rehired in a comparable classification held in their previous tenure with the LM Aeronautics Companies (Clarksburg, Fort Worth, Johnston, Meridian, Palmdale, Helendale and Rye Canyon) with a collective bargaining agreement in effect, shall have their rehire rate established at an ingrade rate at least as high as the rate position held in such classification during the previous tenure.

~~Section 2 — Rate Retention for Employees Accepting Downgrading Under the Layoff Procedure~~

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~~An employee downgraded to a classification in a lower Labor Grade shall have his base rate in the downgraded classification established as follows:~~

~~An employee downgraded through application of the layoff procedure as set forth in Part B Article IV, Section 3, shall have his base rate reduced as follows:~~

Effective date of downgrade	Up to ten cents (10¢) reduction
Three weeks subsequent to downgrade	Up to an additional ten cents (10¢) reduction
Six weeks subsequent to downgrade	Up to an additional ten cents (10¢) reduction
Nine weeks subsequent to downgrade	Up to an additional ten cents (10¢) reduction
Twelve weeks subsequent to downgrade	Up to an additional ten cents (10¢) reduction
Fifteen weeks subsequent	Any additional amount required to downgrade to reach the maximum of the classification to which the employee is being downgraded

Section 3 8 - Temporary Promotion Assignments

~~An employee assigned to a classification in a higher labor grade to replace another employee absent on vacation or for a temporary period, shall be paid their same current rate of pay or the minimum of the higher rated classification, whichever is greater, as that held by the absent employee. A retroactive wage adjustment shall be made upon completion of their his assignment. Such A temporary assignment shall not be considered a an upgrading promotion within the meaning of Article IV, Section 9, of this Agreement, and upon reassignment of such employee to his their previously held classification at the end of the temporary period he they shall not be considered a downgraded employee within the meaning of Article IV, Sections 3 and 10, of this Agreement. Seniority will be considered in the selection of employees for temporary promotion.~~

~~An employee assigned to replace a Lead who is absent on vacation or for a temporary period will be selected in accordance with Article VI, IV, Section 9 7, and will be paid in accordance with~~

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Section 11 of this Article ~~XI VII~~. ~~The temporary status of the assignment will be recorded on the employee's change document and, u~~Upon the selection of a new Lead or the return of the an absent Lead, the replacing employee will be returned to his ~~their~~ original status.

Section 9 - Report Time

An employee called to work shall receive a minimum of four (4) hours' pay in the shift to which ~~they are he~~ is called. In the event an hourly-paid employee reports for work on ~~their his~~ regular shift without previously having been notified not to report, ~~they he~~ shall be paid four (4) hours' pay provided, however, that if work reasonably within ~~their his~~ capacity to perform is available, ~~they he~~ will be required to perform such work to qualify for the four (4) hours' pay. If work is unavailable as the result of causes beyond the control of management, no pay shall be granted under this section.

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

Section 10 - Lost Time

Deductions for time off, whether due to tardiness or other causes, shall be at the rate of one-hundredth (1/100th) of an hour's pay for each one ~~tenth hundredth~~ of an hour lost from work, rounded to the nearest minute.

Section 11 - Pay for Lead

The rate of pay for Lead shall be ~~fifty thirty-five cents (\$35)~~ **fifty cents (\$0.50)** above the maximum rate of the Lead's own classification ~~without regard to GPR-rated employee (s) in the respective group being led. For non-GPR employees holding a Lead position as of March 2, 2014, and continuing to hold the Lead position shall continue to receive thirty five (\$35) above the maximum of the GPR rate provided the GPR employee is in the group being led for not less than a major portion of a given pay period.~~

~~For employees holding a Lead position as of March 1, 2005, and continuing to hold the Lead position, the rate of pay for Lead shall be twenty cents (20¢) above the maximum of the highest classification, but not less than thirty five (35¢) above the Lead's own classification, of any employee who remains within the group led for not less than a major portion of a given pay period. Provided, however, the classification of an employee who is either promoted or recalled and is being held within the group or that of an employee working down into the group for a temporary period not to exceed twenty (20) working days (excluding those employees working down for medical limitations) shall not be used in the calculation of lead pay, unless the employee is performing the work of that classification.~~

Section 12 – Business Travel Field Duty

(1) An employee shall be considered on Field Duty **business travel when the employee is sent by the Company, on a temporary basis, to other places temporarily assigned to a location** within the ~~continental~~ **50** United States other than the plant or office to which ~~they are he~~ is permanently assigned, when such temporary assignment is a distance that it requires that ~~which requires~~ the employee to obtain lodging other than ~~his the employee's~~ established residence.

[Proposing to Incorporate Letter 23 – Field Duty]

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counter proposals in any area of the Agreement opened by the Union.

(2) At the Company's discretion, seniority, operational requirements, surplus vulnerability, and qualifications are among the considerations in the selection of employees for business travel assignments. Consideration shall be given to rotating appropriate affected personnel in such. Any grievance filed regarding this Section, must be within specified time limits from commencement of the business travel assignment being contested. Any retroactive monetary adjustment shall be limited to any overtime lost, if a difference in hours exists.

(3) ~~While a~~An employee assigned to such Field Duty is traveling to that Field Duty a business travel assignment or returning to ~~his~~ their regular work station from such assignment, or is traveling between Field Duty stations ~~assignment locations~~, he shall be paid as follows:

~~(a) With respect to the day of departure and the day of arrival, if no work is performed on such day they shall be paid nine (9) hours pay at their straight time rate for such day when such travel occurs on Monday through Thursday for employees assigned to a 9/80 work schedule. When such day of departure and/or arrival is on a 9/80 Friday or normal off day, they shall be paid for the actual hours of travel time at their overtime premium rate for such day but, in no event, shall this amount be less than four (4) hours or more than eight (8) hours at such overtime rate; or~~

~~(b) With respect to the day of departure and the day of arrival if such employee works during such day either prior to departure or after arrival he shall be paid for such hours worked on such day and, in addition, for such hours of travel time on such day which fall within the hours of his assigned shift but, in no event, less than a total of eight (8) hours' pay for such day; or~~

~~(c) With respect to the day of departure and the day of arrival if such employee works during such day both immediately prior to departure and immediately after arrival he shall be paid for such hours worked on such day and, in addition, for such hours of travel time on such day but, in no event, less than a total of eight (8) hours' pay for such day.~~

~~(d) With respect to days such employee is traveling, other than the day of departure or the day of arrival, he shall be paid eight (8) hours hourly straight time rate (or at his overtime premium rate if such day of travel is on the sixth or seventh day of his normal work week).~~

(a) Travel Days – No Work Performed

If an employee performs no actual work during a travel day, the employee shall be paid nine (9) hours pay at the employee's straight time rate of pay Monday through Thursday or eight (8) hours at the employee's straight time rate of pay for the 9/80 work Friday. Should the travel hours require overtime pay under Section 5 of this Article, the employee shall receive the applicable overtime premium rate.

(b) Travel Days – Work Performed

If an employee performs actual work during a travel day, the employee shall be paid the greater of either:

- a) Nine (9) hours at the employee's hourly straight-time rate of pay Monday through Thursday or eight (8) hours at the employee's hourly straight-time rate of pay for the 9/80 work Friday. Should the travel hours require overtime pay under Section 5 of this Article, the employee shall receive the applicable overtime premium rate;**
or

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b) **All hours actually worked and all hours of travel time. Should the travel hours require overtime pay under Section 5 of this Article, the employee shall receive the applicable overtime premium rate**

(c) Deviation from the standard shift hours on the day of departure and the day of arrival may be made **without prior notice to the Union**. ~~obtaining the agreement referred to under the provisions of Article VII, Section 5, of this Agreement.~~

(4) The provisions of ~~Articles VII and VIII~~ of this Agreement for **schedules**, shift, odd work week and overtime premiums as well as lead differentials, shall apply in the same manner as at the employee's regular **location** ~~work station~~.

(5) **An employee on business travel shall be reimbursed in accordance with the reimbursement policy in effect at the time of travel for salaried employees. Lodging will be booked for traveling employees by the Company or an authorized vendor who will be responsible for securing lodging within the established guidelines.**

An employee assigned to Field Duty shall be allowed a specified per diem for each full day to cover subsistence expenses incurred in accordance with the following schedule:

(a) ~~For the first ninety (90) days of such Field Duty, \$50.00 per day.~~

(b) ~~For all days after ninety (90) of such Field Duty, \$45.00 per day.~~

~~In field duty locations of inordinate residence cost, and where advance Company approval has been obtained, any expense for room cost that is more than half the specified per diem shall be an allowable addition to such per diem.~~

~~As an alternative to the above, an employee may elect the following:~~

~~Subsistence expenses, as defined below, shall be reimbursed on an actual and reasonable basis up to an established limit as set forth in the Government Federal Travel Regulations (FTR) rates.~~

~~Subsistence expenses for employees will be reimbursed in accordance with current reimbursement policy in effect at time of travel for salaried employees. Lodging will be reimbursed on an actual basis up to the rates established by the published Government FTR. Original receipts for lodging must be furnished to the Company to obtain reimbursement. Lodging will be booked for traveling employees by the Company or Travel Office who will be responsible for securing lodging within established guidelines. Employees are advised not to arrange lodging. If lodging is procured by the traveler, or not authorized by the LM AERO - MARIETTA Travel Office, any cost exceeding normal company prescribed lodging cost will not be reimbursed. In addition, the travel itinerary issued with the traveler's airline tickets must be attached to the travel expense report to document lodging arrangements upon completion of the trip.~~

(6) ~~(5) Except as set forth in Paragraph (6) below, a~~An employee required to use his **their** own automobile for travel on such field duty **business travel** assignment or an occasional travel for ~~authorized Company business~~ shall be reimbursed at the current allowable mileage rate as defined by the Internal Revenue Service (IRS) ~~not to exceed mileage of the most direct route as shown in the most recent addition of the Rand McNally Highway Mileage Chart will be allowed~~

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~~for mileage necessary to the performance of such work. The Company will also provide for such an employee on such occasions personal liability insurance coverage with respect to liability, if any, to other employees who are passengers engaged in such above referred to travel for such purpose, except that such insurance coverage shall apply only after such employee's own personal liability insurance has been first applied, in the amount of fifty thousand dollars (\$50,000.00) maximum per person or three hundred thousand dollars (\$300,000.00) maximum per accident.~~

~~Employees who are not on Field Duty as defined above in this Section 12 but who are on an assignment away from their regularly assigned plant which delays their return to their residential area and deprives them of having dinner at home at a normal hour shall be reimbursed for actual reasonable dinner expense incurred.~~

~~(6) An employee assigned to Field Duty who requests and is granted permission to use other means of transportation than that offered by the Company shall be reimbursed in an amount equal to but not in excess of the fare of the provided or offered transportation. Such employee shall receive no more total per diem allowance and travel time pay than that allowed employees using Company provided or offered transportation.~~

~~When automobile transportation is provided by the Company at a field duty site, no more than three (3) employees will be assigned to any one automobile.~~

~~(7) An employee assigned to Field Duty **business travel** will not be subject to surplus or displacement until tour of duty the **assignment** is over or 60 days, whichever is the lesser. Such employee, upon completion of tour of duty or 60 days, whichever is the lesser, will be surplus on a current basis provided there is a more senior employee on recall to his **the** classification. The parties may, upon mutual agreement, extend the sixty (60) day period.~~

Section 13 – Flight Test Pay

~~(1) Flight in a propeller-driven aircraft:~~

~~An employee assigned to flight duties in a propeller-driven aircraft will be paid a bonus of three dollars (\$3.00) per hour in addition to **their** his regular wages. A minimum of one (1) hour flight pay shall be paid for the first ascension on any calendar day. For additional flights on the same calendar day, flight pay at the rate of three dollars (\$3.00) per hour, computed to the nearest fifth of an hour, shall be paid. Flight time shall mean the time from take-off to the time of landing.~~

~~(4) Flight in a jet-propelled aircraft:~~

~~An employee assigned to flight duties in a jet-propelled aircraft will be paid a bonus of five dollars (\$5.00) per hour in addition to **their** his regular wages. A minimum of one (1) hour flight pay shall be paid for the first ascension on any calendar day. For additional flights on the same calendar day, flight pay at the rate of five dollars (\$5.00) per hour, computed to the nearest fifth of an hour, shall be paid.~~

~~Flight time shall mean the time from take-off to the time of landing.~~

[Proposing to move here from OLD Article VI - Employee Privileges, Section 8]

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counter proposals in any area of the Agreement opened by the Union.

Section 8 13 – Tuition Reimbursement Educational Facilities

An employee satisfactorily completing an outside training course which has been approved in writing by the Company prior to the employee's beginning such course will be reimbursed in accord with Corporate Policy (~~CRX-0551~~) in effect at the time of current contract ratification.

Section 7 14 - Payroll Deductions - Company Reimbursement

Payroll deductions may be made to reimburse the Company as follows:

(1) All costs of tools and equipment issued to an employee but not returned **to the Company** by him, ~~such cost to be subject to wear of the tools~~. An employee so charged shall be reimbursed by the Company in the event of the subsequent return of such tools and equipment to the Company, provided such tools and equipment may be properly identified and are in the same condition as when issued to the employee.

Employees checking out special tools shall be released of liability for the same, if, while in use on another shift, such tools are lost or damaged.

(2) For money paid by the Company to a creditor or officer of the law for an indebtedness of the employee, provided demand is made upon the Company according to law.

(3) For any indebtedness due to the Company covering purchases made by an employee through the Company.

(4) For any loans or advances made to the employee by the Company.

(5) For each employee identification card or identification badge lost or destroyed, ~~a sum of one dollar (\$1.00)~~.

(9) For a lost key issued within the past five years, ~~a sum of one dollar (\$1.00)~~.

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counter proposals in any area of the Agreement opened by the Union.