

**ARTICLE 22
WORKFORCE ADMINISTRATION**

Section 22.1 Definitions.

The meanings of certain terms used in this Article 22 and elsewhere in this Agreement are stated below:

22.1(a) Category A - Refers to the rights of those qualified employees with seniority who have been affected by a surplus:

22.1(a)(1) who have worked under or been assigned to the open job title or higher classification thereof on other than a "temporary promotion" basis for ninety (90) or more calendar days within or immediately prior to the following time periods preceding the date of selection of an eligible individual to fill the open job title:

~~A. for employees with five (5) or more years of seniority if the downgrade/layoff occurred after September 11, 2001 and prior to September 11, 2004, an eight (8) year period;~~

~~AB.~~ for employees with five (5) or more years seniority, a ~~seven (7)-~~
eight (8)-year period;

~~BC.~~ for employees with three (3) or more but less than five (5) years seniority, a five (5)-year period;

~~CD.~~ for employees with ~~one (1) or more but~~ less than three (3) years seniority, a three (3)-year period;

~~E. for employees with less than one (1) year seniority, a one (1)- year period;~~
~~and~~

22.1(a)(2) who have on file an effective application to the Personnel Section for the open job title; and

22.1(a)(3) who are on layoff or who are assigned to a lower labor grade than that of the open job title; and

22.1(a)(4) who have not resigned or been terminated for reasons other than layoff since holding the open job title or higher classification thereof; and

22.1(a)(5) who have not been demoted from the open job title at their request; and

22.1(a)(6) who have not been demoted or laid off because of not being suited for work in the open job title.

NOTE: Employees will, within thirty (30) days of the effective date of their layoff or downgrade, be notified of the job titles for which they may have Category A

eligibility. Failure of the Company to provide such a notice shall not relieve the employee from his/her obligation to exercise whatever Category A rights he/she may have. In establishing Category A rights, qualified employees in Puget Sound who are on layoff may select the Puget Sound location(s) (Seattle, the Developmental Center, Frederickson-~~Site~~, Kent, Auburn, Renton or Everett) to which their Category A rights will apply. Qualified employees on the active payroll may select their desired shift, and Puget Sound employees may select their desired location and shift. Employees will only be considered to fill openings on the shift and/or at the location so designated.

22.1(b) Category B - Refers to those qualified employees:

22.1(b)(1) who are currently assigned to and have worked in the next lower step in the normal line of promotion for which the opening exists for the ninety (90) calendar days immediately preceding the selection of an eligible individual to fill the open job title, and

22.1(b)(2) who have on file an effective application to the personnel section for the open job title and designated shift; and

22.1(b)(3) who have not been demoted from the open job title at their request during the preceding ninety (90) days; and

22.1(b)(4) who have not been demoted because of not being suited for work in the open job title during the preceding twelve (12) months.

22.1(c) Downgrade - Refers to the reclassification of an employee to a lower labor grade.

22.1(c)(1) Employee Requested Downgrade - refers to a downgrade initiated by the employee. (An employee who expresses a desire for an employee-requested downgrade may have his/her steward or business representative present during any formal discussion of the proposed action.)

22.1(d) Effective Application - Refers to an application for work in an open job title by an employee at his/her assigned primary or remote location or by an employee on layoff at the primary or remote location from which he/she was most recently assigned. Such application shall become effective within five (5) workdays after it is received by Personnel Records. Category B applications will remain in effect until cancelled or changed at the employee's request, or until such time as the employee is reclassified to the job title, or the employee rejects an offer of a job for which he/she has filed or the employee is relocated to a different Primary Location covered by this Agreement, whichever occurs first. Category A applications will remain in effect for the duration of Category A eligibility unless cancelled or changed at the employee's request, or until such time as the employee is returned from layoff, or the employee is reclassified to the job title, or the employee is extended an offer, or rejects an offer of a job for which he/she has filed or the employee is relocated to a different primary location covered by this Agreement, whichever occurs first. An

employee who rejects a job offer for which he/she has downgrade rights and elects layoff may not file a Category A application, to the job offered and rejected. If such rejection of job offer does not result in layoff, there will be no requirement that he/she again be considered for that job title unless the employee refiles an application at any time ninety (90) or more calendar days after he/she declines the job offer.

NOTE: In establishing Category B rights, qualified employees in the Puget Sound area shall select the Puget Sound location(s) (Seattle, the Developmental Center, Frederickson-~~Site~~, Kent, Auburn, Renton or Everett), and the shift to which their Category B rights will apply.

22.1(e) Emergency Classification - Refers to the temporary reclassification of an employee when the Company finds it necessary to assign a higher-graded employee to perform lower-graded work. Subject to the provisions of Section 22.6(b), such employees shall gain downgrade rights. In each instance the employee will be notified at time of assignment and the Union notified and the employee reclassified when the assignment exceeds thirty (30) calendar days. The Company shall provide the Union with an updated list of employees who are emergency classified on a monthly basis.

22.1(f) Job Title or Job - Refers to, as a composite unit, The Boeing Company title, number, and description of the job.

22.1(g) Job Family - Refers to two (2) or more jobs having the same job title number, except for that part of the job title number that identifies the labor grade level of the job.

22.1(h) Lateral Reclassification - Refers to the reclassification of an employee from one job title to another job title in the same labor grade.

22.1(i) Lateral Transfer - Refers to the transfer of an employee from one organization to another without change of job title.

22.1(j) Normal Line of Promotion - Refers to the channel of promotion established by the Company from one job title to another, within the same job family. A complete initialed and dated list of job titles as of the effective date of this Agreement has been furnished to the Union, and the Company has retained a copy of such initialed and dated list. The channels of promotion as established by the Company are in accordance with such list.

22.1(k) Normal Line of Promotion Designated Candidates - Refers to a less senior employee selected to fill a normal line of promotion opening. Normal line of promotion designated candidates will be limited to 0.75 percent of the bargaining unit headcount at Seattle-Renton, Wichita and Portland, determined separately on January 1 and July 1 of each year for use during the succeeding six (6)-month period. The promotion of designated candidates is not subject to the grievance and arbitration procedure.

22.1(l) Open Job Title - Refers to a job title in which the Company determines, subject to Section 22.7, that additional employees are needed in excess of those assigned to such job title:

22.1(l)(i) by returning employees from leave of absence; or

22.1(l)(ii) by reclassifying apprentices; or

22.1(l)(iii) by lateral transfer; or

22.1(l)(iv) by lateral reclassification; or

22.1(l)(v) by transferring employees involving lateral reclassifications; or

22.1(l)(vi) by downgrading or demoting employees on the active payroll; or

22.1(l)(vii) by temporary promotion; or

22.1(l)(viii) by transferring employees from one Primary Location or Remote Location to another Primary Location or Remote Location; or

22.1(l)(ix) by returning employees to the bargaining unit from non-supervisory positions outside the bargaining unit; or

22.1(l)(x) by emergency classification; or

22.1(l)(xi) by returning employees from disability retirement or who have been demoted or laid off due to the employee's medical recommendation.

The Company may make such assignments, transfers, changes, downgradings and demotions, and temporary promotions, without restriction except with regard to certain Category A employees as provided in Section 22.7 and except as otherwise hereinafter provided in this Article 22.

22.1(m) Opening - Refers to a single unfilled job in an "open job title" and the opening shall be deemed to be closed at the time the Personnel Section designates the eligible individual or employee entitled to consideration for the job.

22.1(n) Organization - Refers to an alpha/numerically identified segment of the Company.

22.1(o) Promotion - Refers to the action of the Company in moving an employee from his/her current labor grade to a higher labor grade.

22.1(p) Surplus - Refers to an action involving reduction in force within a job title which action results in a layoff, downgrade or lateral of affected employees.

22.1(q) Temporary Promotion - Refers to a promotion remaining in effect for a period of not more than thirty (30) consecutive calendar days, or for ninety (90) consecutive calendar days if the promotion is a direct replacement for an employee on medical leave of absence, travel assignment, or temporary supervisory assignment, or for such longer period as may be designated by mutual agreement between the Company and the Union. The Union Business Representative shall be provided with notification of temporary promotions that are estimated to be in effect for thirty (30) or more calendar days prior to or coincident with the effective date of such promotions. The foregoing time period limitation will not apply in instances where an employee is on travel assignment. Repetitive temporary promotions shall not be used to fill a permanent job opening.

22.1(r) Employee Requested Transfer (ERT) System - A system which allows Company employees to be considered for open job titles and lateral transfers within the bargaining unit. A pool of candidates will be established through application of minimum criteria developed by the Company and administered through the Quality Through Training-IAM/Boeing Joint Programs.

NOTE: In the event an employee declines to accept an offer for a job for which he/she has filed an effective application, there will be no requirement that he/she again be considered for that job unless the employee refiles an application at any time ninety (90) or more calendar days after he/she declines the offer.

Section 22.2 Surplusing Procedures - "Retentions" - Definition.

The surplusing procedures later specified in this Article 22 make various references to the use by the Company of "retentions." A "retention" is the retaining, in a job title in which a surplus has been declared by the Company, of an individual whose seniority position would have caused him/her to have been surplusd while some other employee or employees with greater seniority are surplusd. In each instance the retained employee will be designated, at the time the retention is used, to be retained in the job title rather than to have him/her affected by the surplus action. The retained employee shall be notified of his/her retention status and shall retain that status for the remainder of the six (6)-month period in which he/she is so designated unless such designation, within such period, is cancelled or is reassigned by the Company to a more senior employee in the same job title. Also, prior to the time that any further surplus is declared in such job title, and whether within such six (6)-month period or thereafter, the retaine (or, after such six (6)-month period, the previous retaine) may be replaced in the job title by a more senior employee concurrent with the latter's downgrade to the job title. If such replacement occurs within the six (6)-month period, the Company shall be required to transfer such retention status to the downgraded senior employee. In instances where the replaced employee is not a current retaine, the most junior employee will be replaced. The Union will be notified of retention usage and may appeal to the site senior Human Resources representative or designee any perceived misapplications of this retention procedure. The site senior Human Resources representative or designee will have thirty (30) days to review the facts and correct any misapplications of this procedure.

Section 22.3 Surplusing Procedures - Number of Retentions Allowable.

22.3(a) Periods Used for Making Computations. For purposes of determining the allowable number of retentions and using and applying such retentions, calendar six (6)-month periods shall be used, the first period in each year to be from January 1 to June 30, inclusive, and the second period to be from July 1 to December 31, inclusive.

22.3(b) Allowable Number – By Location. For each such period the number of allowable retentions shall be determined separately for each of the following "locations": Seattle-Renton; Wichita; and Portland. At each such location, the number of allowable retentions for the applicable six (6)-month period will be four and one-half (4.5) percent of the bargaining unit head count at the beginning of the period.

22.3(c) Allowable Usage. At each location the use of the number of allowable retentions for the applicable six (6)-month period shall be in accordance with the following:

22.3(c)(1) Three (3) levels of seniority will be identified: (a) zero (0) years through nine (9) years, (b) ten (10) years through fourteen (14) years and (c) fifteen (15) years or more. The total retentions in all three (3) levels shall not exceed four and one-half percent (4.5), subject to Subparagraph 22.3(c)(3).

22.3(c)(2) Retentions shall apply only as against another employee in the same seniority level, subject to Subparagraph 22.3(c)(3).

22.3(c)(3) An additional one (1) percent number of retentions (one (1) percent in addition to the four and one-half (4.5) percent allowed by Section 22.3(b)) may be used in each such six (6)-month period at each such location only to retain (a) an employee in Labor Grade 5 or above as against another employee who is in a higher seniority level; or (b) an employee assigned to a program having restricted access limitations.

22.3(c)(4) Retentions described in Subparagraph 22.3(c)(3) will be accounted for separately and the Union will be advised of the reason the retention has been designated.

22.3(d) Computations – Fractional Results. In applying the percentages and making the computations under this Section 22.3, the number of allowable retainees shall be computed to the nearest whole number and a fraction of one-half (1/2) or more shall be treated as one (1).

Section 22.4 Surplusing Procedures - Use of Allowable Retentions Not Subject to Challenge.

The Company's use of retentions in the number allowed under Section 22.3, or the surpluses resulting from the application and use of such retentions, shall not be subject to challenge or to grievance procedure.

Section 22.5 Surplusing Procedures – Order of Surplusing.

In the event that the Company determines that there is an excess of employees in a job title at a particular Company location, the order of surplus of such excess will, subject to the use of retentions as defined in Sections 22.2 and 22.3, be in reverse seniority order in such job title at the primary or remote location where the surplus has been declared.

Section 22.6 Surplusing Procedures – Rights as to Downgrade.

Each employee upon being subject to surplusing action will have the right to be downgraded to the highest of the following:

22.6(a) To a lower job title which is not lower than the next lower job title in his/her job family or previously held job families or,

22.6(b) To the highest-graded job title, including emergency classification, held for ninety (90) or more consecutive calendar days during the preceding eight (8)-year period.

The foregoing will apply providing work is being performed in such lower job title applicable to Section 22.6(a) above or in the job title applicable to Section 22.6(b) above and providing further that his/her seniority entitles him/her to such placement when compared with the seniority of employees (other than retainees or stewards) in such job titles or of those employees who are Category A candidates for such job titles. If such an employee rejects a job offer for which he/she has downgrade rights and prefers layoff, he/she can so elect but he/she relinquishes Category A rights, to the job offered and rejected. When there is no such lower job title or where his/her seniority at the time does not entitle him/her to placement referred to in Section 22.6(a) or Section 22.6(b) above, he/she may be downgraded to any offered job title he/she will accept, or laid off. Reclassifications involving employees and the rights of such employees in connection with surplusing procedures will be subject to the Category A rights of others to the extent provided in Section 22.7.

NOTE: The provisions of Section 22.6(a) and Section 22.6(b) will not apply in instances where following appropriate review, an employee was removed from his/her previous job title due to medical limitations, lack of qualifications or an employee requested downgrade.

Section 22.7 Surplusing Procedures – Preferential Rights as to Certain Category A Employees.

Employees in Category A with one (1) or more years of seniority at the time of surplus from a job title, and who have held the job title (or higher classification thereof) at the primary location where the transaction occurs, will, for the first three (3) years of their Category A status, have the preferential right to fill openings in such job title (or lower grade in the same job family) as against all other individuals, except as to the following:

22.7(a) Senior employees moved into the job title, whether by lateral reclassification, downgrade or emergency classification.

22.7(b) Junior employees moved into the job title on a temporary basis by lateral assignment, reclassification or downgrade for not to exceed thirty (30) calendar days, or for ninety (90) calendar days when agreed upon by the Company and the Union, if requested by the Company for conditions such as surplus mitigation and maintaining production health, but not for the purpose of filling open requirements. Agreement will not be unreasonably withheld. This thirty (30)-day period relating to each individual assignment on a temporary basis cannot be extended by the assignment of another employee to the job title on a temporary basis. The Union will be notified of each such assignment or reclassification.

22.7(c) Employees, whether senior or junior, assigned to the job title from another Primary Location on a temporary basis for not to exceed thirty (30) calendar days unless mutually extended by the parties.

22.7(d) Junior employees who are assigned to emergency classification to a different occupation or job family for not to exceed sixty (60) calendar days, or for ninety (90) calendar days when agreed upon by the Company and the Union, if requested by the Company for conditions such as surplus mitigation and maintaining production health, but not for the purpose of filling open requirements. Agreement will not be unreasonably withheld.

22.7(e) For those openings in Labor Grade 46 and above only, junior employees in the same occupation or job family moved into the job title by downgrade, if at the time of filling the opening, the Category A employee has been surplus from the job title for more than thirty (30) calendar days.

22.7(f) Employees, senior due to the accumulation of bargaining unit seniority, returning to the bargaining unit from a supervisory or non-supervisory position.

22.7(g) Employees in Aircraft On Ground (AOG) assignments such as ~~Incident Repair Mechanics/Inspector~~Aircraft Aviation Maintenance Technician and Inspector-AOG, whether junior or senior, who are assigned to any other job title on a temporary basis for a period of time less than ninety (90) days. Assignments shall not be used for the purpose of filling open requirements.

Section 22.8 Surplusing Procedures – Temporary Layoffs.

Anything to the contrary in this Agreement notwithstanding, when the Company determines it is necessary to reduce the number of employees working within a job title at a particular location, any employees in the organizations considered by the Company to have an excess number of employees, who are within such job title, may be temporarily laid off for not more than fourteen (14) calendar days, with or without application of the procedures stated in this Agreement during such period of temporary layoff. The Company agrees that the Union will be notified whenever possible in advance.

Section 22.9 Recall Procedures – Order of Recall of Category A Employees from Downgrade or Layoff.

The order of selection of individuals for assignment from Category A shall be from those who on the date of their layoff or downgrade were Category A candidates for the open job title strictly on the basis of seniority.

Section 22.10 Rules Relating to Lateral Transfers and Reclassifications.

Such transfers and reclassifications shall be in accordance with the following rules:

22.10(a) The Company may make lateral transfers (no change in job title) from one organization to another without limitation, subject only to the limitations of Section 22.7 of this Article 22 relating to preferential rights as to certain Category A employees.

22.10(b) The Company may make lateral reclassifications from one job title to another, or may make downgrades from one job title to another, subject only to the limitations of Section 22.7 of this Article 22 relating to preferential rights as to certain Category A employees.

22.10(c) An employee who has been reclassified to the job title within the preceding eight (8)-year period shall, in the event of surplus action affecting him/her, be afforded the right to return to one of the other job titles in a job family in which he/she has worked during the eight (8)-year period described above, providing he/she worked in that job title or family for ninety (90) or more consecutive calendar days within or immediately prior to such eight (8)-year period, and has greater seniority than another employee (not a retaineer or steward) in that job title. Reclassifications involving employees and the rights of such employees in connection with surplus procedures will be subject to the Category A rights of others to the extent provided in Section 22.7. An employee who rejects such an offer shall have the right, upon their request, to be reclassified to a job title to which the employee has established downgrade surplus rights described in Section 22.6. Such employee shall be considered an employee accepting a downgrade and shall be eligible for the provisions of Article 6, Section 6.3(d) – Rate Retention and this Article 22. Such employee will not be eligible to file an effective application for Category A for the rejected job.

22.10(d) Any employee who is laterally reclassified by the Company and is within the following ninety (90) days found by the Company unqualified (for reasons other than not being "physically qualified"), to perform his/her new assignment shall be (1) assigned to other work in the same labor grade or (2) given the opportunity of returning to his/her former job title, providing, as to (2), that he/she worked in the former job title for thirty (30) consecutive days or more within the year preceding the reclassification to the new job and his/her seniority will support his/her return to the former job title. In the event an employee is holding a higher graded job classification but is no longer assigned to work as a lead (as defined by the Rules Governing the Application of Job Descriptions), he/she shall be given the same

consideration for lateral transfers accorded to employees in the lower graded job classification of the work being performed.

NOTE: The foregoing paragraphs Section 22.10(c) and Section 22.10(d) will not apply in instances where, following appropriate review, an employee was removed from his/her previous job title due to medical limitations or lack of qualifications.

Section 22.11 Promotional Procedures¹ - Order of Filling Openings.

Selection of employees or individuals for assignment to an open job title shall be made in the following order (except that employees on leaves of absence in excess of thirty (30) days need not be considered for promotion during such leave):

22.11(a) Those employees in Category A (in relation to the open job title), in accordance with Section 22.9; then

22.11(b) Those qualified Category B Employees in seniority order, subject to the provisions of Section 22.1(k); then

22.11(c) Those identified through the ERT System; then

22.11(d) Those from any other sources, in any order.

Employees are considered releaseable for an ERT after they have held their present job for twelve (12) months. Exceptions may be made when deemed to be in the best interests of the employee and the Company.

The foregoing procedure, Section 22.11(b), shall apply unless such an employee is considered to be unsuitable because of physical limitations or because the employee does not possess the required program access credentials. Where such employees are considered to be unqualified, a memorandum will be prepared setting forth the reason the employee is unqualified. Two (2) copies of such memorandum will be sent to the site senior Human Resources representative or designee, for transmittal to the Personnel Section. One copy will be filed in the employee's folder. Where an employee is considered to be unqualified for promotion, he/she shall be so notified in writing and shall be considered for promotions to subsequent openings under the same procedures when the factors which caused him/her to be considered as unqualified no longer exist or have no bearing on the subsequent openings.

Section 22.12 Promotional Procedures - Graduate Apprentices.

22.12(a) Employees, who successfully complete the requirements of graduation from the Joint Apprenticeship Program, shall be immediately promoted to the designated target job title of such program, or in the case of the Machinist Joint Apprenticeship Program or the Cellular Manufacturing Machinist Joint

¹See note to Section 22.1(a) and Section 22.1(d), regarding the definition of "effective application" as applied to promotional procedures.

Apprenticeship Program, to one of the designated target job titles, subject only to the following:

22.12(a)(1) Graduate Apprentices, upon graduation from the Joint Apprenticeship Program, shall be deemed to have met the qualifications of Section 22.6 and Section 22.10 for establishing downgrade or lateral reclassification rights to the designated target job title provided they are otherwise qualified.

22.12(a)(2) Graduate Apprentices assigned a target job title, who are subject to surplus prior to the completion of thirty (30) days in such job title shall be deemed to have met the qualifications of Subparagraph 22.1(a)(1) and shall be considered as Category A for return to such job title provided they are otherwise qualified.

22.12(a)(3) Graduate Apprentices not assigned to a target job title upon graduation from the Joint Apprenticeship Program, who are limited due to the provisions specified in Section 22.7 of this Article 22 relating to preferential rights of certain Category A employees shall be deemed to have met the qualifications of Subparagraph 22.1(a)(1) and shall be considered as Category A for return to such job title provided they are otherwise qualified.

22.12(a)(4) Graduate Apprentices assigned to a higher-graded job than the target job title upon graduation from the Joint Apprenticeship Program shall be deemed to have met the qualifications of Section 22.1, Section 22.6, and Section 22.10 for establishing Category A, downgrade, or lateral reclassification rights for the target job title provided they are otherwise qualified.

22.12(a)(5) Graduate Apprentices who are assigned to the target job and are subsequently promoted to a higher-graded job than the target job title prior to the completion of the established time periods as described in the respective sections of Article 22 shall be deemed to have met the qualifications of Section 22.1, Section 22.6, and Section 22.10 for establishing Category A, downgrade, or lateral reclassification rights for the target job title provided they are otherwise qualified.

22.12(a)(6) Graduate Apprentices not assigned to the target job title upon graduation from the Machinist Joint Apprentice Program or the Cellular Manufacturing Machinist Joint Apprenticeship Program, who are limited due to the provisions specified in Section 22.7 of this Article 22 relating to preferential rights of certain Category A employees or who have been assigned to a higher-graded job than the target job title shall be designated one of the target job titles by the site senior Human Resources representative or designee to one of the Machinist target jobs for the Machinist Graduate or one of the Cellular Manufacturing Machinist target jobs for the Cellular Manufacturing Machinist Graduate and shall be deemed to have met the qualifications of Subparagraph

22.1(a)(1) and shall be considered as Category A for return to such job title provided they are otherwise qualified.

NOTE: Entry into the Apprenticeship Program will be considered a promotion for the purpose of establishing rights under the terms of Article 22. Apprentices will also be ineligible for any Category A, lateral reclassifications or downgrade rights they may qualify for under the terms of the Collective Bargaining Agreement until graduation or removal from the program.

22.12(b)(1) Target job titles of the Joint Apprenticeship Program for Jig and Fixture Tool Maker, Maintenance Machinist, Model Maker, Tool and Die Maker, Tool and Cutter Grinder, N/C Spar Mill Operator, Industrial Electronic Maintenance Technician, Machine Tool Maintenance Mechanic, Composite Manufacturing Technician and Tooling Inspector are as follows:

Apprentice Job No.	Apprentice Job Title	Target Job No.	Target Job Title
A12XX	Apprentice Jig & Fixture Tool Maker	75508	Tool Maker B
A14XX	Apprentice Maintenance Machinist	89709	Maintenance Machinist A
A15XX	Apprentice Model Maker	03609	Model Maker B
A18XX	Apprentice Tool and Die Maker	76010	Tool and Die/Deep Draw
A19XX	Apprentice Tool and Cutter Grinder	40708	Tool Grinder A
A20XX	Apprentice N/C Spar Mill Operator	17908	Spar Mill Operator A N/C
A21XX	Apprentice Tooling Inspector	54808	Tooling Inspector B
A22XX	Apprentice Machine Tool Maintenance Mechanic	89509	Machine Repair Mechanic A
A23XX	Apprentice Industrial Electronic Maintenance Tech	87510	Electronic Maintenance Technician
<u>A26XX</u>	<u>Apprentice Composite Manufacturing Technician</u>	<u>74808</u>	<u>Composite Manufacturing Technician</u>

22.12(b)(2) Target job titles of the Joint Apprenticeship Program for Machinists are as follows:

Apprentice Job No.	Apprentice Job Title	Target Job No.	Target Job Title
A13XX	Apprentice Machinist	70208	Grinder Operator A
A13XX	Apprentice Machinist	17408	Lathe Operator
A13XX	Apprentice Machinist	70808	Milling Machine Operator A
A13XX	Apprentice Machinist	C4608	N/C Multi Tool and Milling Machine Operator

A13XX	Apprentice Machinist	71908	Gear Cutting Machine Operator A
<u>A13XX</u>	<u>Apprentice Machinist</u>	<u>C4808</u>	<u>Milling Machine Operator - General</u>

22.12(b)(3) Target job titles of the Joint Apprenticeship Program for Cellular Manufacturing Machinists are as follows:

Apprentice Job No.	Apprentice Job Title	Target Job No.	Target Job Title
A24XX	Apprentice Cellular Manufacturing Machinist	N0309	General Machinist
A24XX	Apprentice Cellular Manufacturing Machinist	73809	Flexible Machining System (FMS) Operator
A24XX	Apprentice Cellular Manufacturing Machinist	C3809	Machinist Assembler Precision

Section 22.13 Promotional Procedures – Effect of Refusing Promotion.

In the event an employee declines to accept a normal line promotion for a location and shift for which he/she has filed an effective application, there will be no requirement that he/she again be considered for that particular location and shift unless the employee refiles an application at any time ninety (90) or more calendar days after he/she declines the promotion.

Section 22.14 Review of Selection of Designated Candidates.

A procedure for reviewing the promotion of a designated candidate is provided in Section 22.15 and the application of such procedure and the right to invoke it are subject to the following rules:

22.14(a) A "request for review" is a claim that a senior Category B employee should have been promoted instead of a designated candidate.

22.14(b) In the case of a request for review:

22.14(b)(1) The request for review shall be limited to the claim that the one making the request (the senior employee) has been aggrieved by the promotion of a designated candidate to the next higher step in the senior employee's normal line of promotion.

22.14(b)(2) The request for review must be filed within seven (7) workdays after the promotion is published in an appropriate posting area.

22.14(b)(3) The senior employee must be an employee who is claiming that he/she should have received the particular promotion, rather than the designated candidate and the sole objective of the request shall be to establish that he/she is qualified for the promotion. He/she cannot make more than one (1) request in either of the six (6)-month periods: January-June, inclusive; July-December, inclusive.

22.14(b)(4) The senior employee must have been on his/her present job for a period of not less than six (6) months immediately prior to the request. Such an employee who goes on the inactive payroll or on layoff shall become eligible to file a request for review upon his/her return to the active payroll provided he/she meets the other qualifications.

22.14(b)(5) Where more than one (1) request is addressed to or based on the same promotion of a designated candidate, in accordance with Subparagraph 22.14(b)(1), above, only one (1) request will be permitted and that request will be on behalf of the most senior employee among those filing such a request. The other requests shall be deemed withdrawn.

22.14(b)(6) An applicant to an opening which opening is away from his/her Primary or Remote Location is not eligible to file a request for review.

Section 22.15 Rules for Resolving Requests for Reviews.

Requests for reviews that meet the requirements of Section 22.14 will be subject to the following rules and review procedures:

22.15(a) A request for review may be submitted to the Union Relations Office, or a representative thereof, either by the employee or by a business representative on the employee's behalf.

22.15(b) The request must be in writing and contain the employee's name, current organization and identification number; the pertinent facts relating to the promotion in question; and a statement of the reasons and facts which show that the senior employee is qualified.

22.15(c) The Union shall make a thorough investigation of the grounds for the request for review in order to determine whether, in the Union's view, there is adequate and reasonable basis for proceeding with the requested review.

22.15(d) If, after such investigation, the Union determines the request to be one warranting further processing, and if no agreement can be reached between the Company and the Union as to a disposition of the matter prior to submitting it to the Review Board, then the matter shall be referred to the Review Board not later than ten (10) workdays after the filing of the request for review.

22.15(e) There shall be a Review Board or Review Boards to hear and determine requests for review at various Company locations. At Primary Locations, the Review Board(s) will meet at least once a month; a Review Board at a Remote Location will meet as necessary, but no later than thirty (30) days after a request for review is filed.

22.15(f) Each Review Board shall consist of three (3) members: one (1) appointed by the Union, one (1) appointed by the Company, and a chairperson whose selection shall alternate between the Union and the Company for each review.

22.15(g) The Board members shall be familiar with the types of work involved, but to the extent practicable, such Board members shall be from a different work area or organization. Neither the selecting supervisor nor the senior employee shall be members of the Review Board hearing his/her case, but they may be required to give testimony.

22.15(h) The Union Relations Office, or a representative thereof, shall establish the time and location of meetings of the Review Board and shall notify the Union of such schedule at least five (5) workdays in advance. At least twenty-four (24) hours before the meeting, the Review Board will be given the request for review, the work history and training records and employment application of the senior employee, and other information pertinent to the selection. The senior employee shall be notified of the meeting, and he/she may attend and testify, or submit additional written information, if he/she wishes to.

22.15(i) Each meeting of a Review Board shall be held during working hours. The Company will pay the wages of its committee member, the senior employee whose case is being reviewed, and the wages of the Union-appointed member of the Board if he/she is an employee on the active payroll. However, such Union-appointed member will only receive such wages while serving on his/her assigned shift.

22.15(j) The decisions rendered by each Review Board shall be based exclusively on evidence, testimony and information submitted to the Board prior to and at the meeting, and the burden of proof shall be upon the senior employee to establish that he/she is qualified.

22.15(k) The Company and the Union will cooperate in instructing Board members to deal with each request for review fairly and objectively, and without Company or Union bias.

22.15(l) At the conclusion of the meeting, each member of the Board must cast a vote by secret ballot. No ballot shall be signed or otherwise identifiable.

22.15(m) In the event the Board sustains a request for review, the senior employee will be promoted within five (5) workdays or when he/she is assigned to the higher labor grade, whichever occurs first.

22.15(n) The Company may continue to effect any adjustments in personnel irrespective of pending requests for review.

22.15(o) Processing of a request for review pursuant to and in accordance with Section 22.14 and this Section 22.15 shall be final and binding and neither the request nor the promotion to which it relates shall be subject to any other or further grievance procedure or challenge.

Section 22.16 Special Provisions in Regard to Remote Locations.

The terms, conditions and limitations of this Article 22 shall apply to employees permanently assigned to any Remote Location except that:

22.16(a) Transfers to and from such Remote Locations shall be on a voluntary basis to the job offered to the employee in either instance.

22.16(b) There shall be no requirement that Primary Location employees be transferred, promoted, demoted or recalled from layoff to a Remote Location or that Remote Location employees be transferred, promoted, demoted or recalled from layoff to a Primary Location or to another Remote Location, except as noted in Section 22.16(c), below. However, such employees may make application for consideration at other than their assigned location.

22.16(c) If it becomes necessary to reduce the number of employees working within job titles to which employees at a Remote Location are assigned, the following shall apply:

22.16(c)(1) Reduction in the work force at a Primary Location may be made without affecting employees assigned to any Remote Location.

22.16(c)(2) Reductions in work force may be made at a particular Remote Location without affecting employees working at a Primary Location or any other Remote Location.

22.16(c)(3) An employee who is transferred to a Remote Location from a Primary Location, and is subsequently subject, as a result of surplus, to a layoff or downgrading, to a labor grade lower than that labor grade to which he/she was assigned at the Primary Location immediately prior to the transfer, may (subject to the Category A rights of others to the extent provided in Section 22.7) elect to return to the Primary Location to the labor grade to which he/she was assigned immediately prior to the transfer.

Section 22.17 Special Provisions in Regard to Employees on Travel Assignments.

The terms and limitations of this Article 22 shall apply to employees who are being compensated for living or travel expense as provided in Article 12 of this Agreement or those employees who are specifically assigned to an organization preparatory for such assignment or otherwise designated for such assignment, except that:

22.17(a) There shall be no requirement that other employees be transferred, promoted, demoted or recalled from layoff to fill job openings occurring in such special assignment, or that employees on such assignments be transferred, promoted or demoted as a result of job openings or surplus in other locations except as noted in Section 22.17(b) below. However, such employees may make application for consideration at other than their assigned location.

22.17(b) Where an employee is on a travel assignment and is subject to layoff or downgrading from a job title to which he/she is assigned while on such travel assignment to a labor grade lower than the labor grade to which he/she was most recently assigned prior to the travel assignment: He/she may elect to be returned to the original location, in which case his/her placement shall, subject to Section 22.7,

be determined in the following order: (1) any job title offered by the Company in a labor grade not less than the labor grade he/she held immediately prior to the travel assignment; (2) the job title held immediately prior to the travel assignment; (3) any other job title offered by the Company which he/she accepts; (4) layoff.

22.17(c) An employee on travel assignment, who completes such assignment, will be returned to the job title held preceding the travel assignment unless surplus action that developed during the travel assignment resulted in the surplus of senior employees who have an effective application for Category A.

Section 22.18 Miscellaneous.

Other miscellaneous provisions of this Article 22, relating to workforce administration, are as follows:

22.18(a) Transfer into or out of unit.

22.18(a)(1) The Company may transfer or promote employees from any collective bargaining unit covered by this Agreement to the management (supervisory) payroll.

22.18(a)(2) The Company may transfer or demote non-bargaining unit employees (except those returning from the active management payroll) who have accumulated seniority under Section 14.1, to any collective bargaining unit covered by this Agreement only to job titles they have previously held within any such unit. Such transfers or demotions may be made subject to the preferential rights of Category A employees to the extent provided in Section 22.7.

22.18(a)(3) An employee returning from the active management (supervisory) payroll of the Company, and who is accumulating seniority or who has accumulated seniority in accordance with Section 14.1(b) will be returned to the job last held (if populated) or another job of the same labor grade or any lower grade.

22.18(b) Subject to the terms and conditions of this Agreement, and to the extent not covered by such terms and conditions, the procedures and rules relating to employees shall be determined by the Company.

22.18(c) As to an employee selected for a job opening on the basis of a Category A effective application who fails to respond to a recall or who declines to accept such an opening:

22.18(c)(1) If he/she is on layoff, he/she will lose seniority unless Subparagraph 22.18(c)(3) or Subparagraph 22.18(c)(4) applies.

22.18(c)(2) If he/she is on the active payroll and he/she declines for any reason to accept such an opening, his/her effective application as it relates to that job title will be considered cancelled but the employee may refile after a period of ninety (90) calendar days.

22.18(c)(3) If he/she is on layoff and, after interview, he/she declines to accept such an opening due to his/her valid assertion of his/her inability to perform the particular work assignment, his/her Category A effective application for that job title shall not be effective until he/she refiles an application for his/her Category A eligibility. The Union will be notified of all valid assertions.

22.18(c)(4) If he/she is on layoff and is advised by the Company that the job identified with the opening is estimated to be for less than ninety (90) calendar days duration, the employee may reject such offer and maintain, irrespective of the actual duration of the job, his/her Category A effective application for that job title. His/Her application shall not be effective for the following thirty (30)-day period for other openings estimated to be for less than ninety (90) calendar days' duration.

22.18(d) Where an individual has been selected to fill an opening due to his/her status as a Category A but is surplus from the job title (including those treated as a completion of a temporary promotion) prior to the completion of thirty (30) calendar days, such surplus date will be deemed to be the last date he/she held such job title for the purpose of Section 22.9.

22.18(e) An employee who has taken a disability retirement, or who has been demoted or laid off due to a medical recommendation, and whose medical condition subsequently improves sufficiently to allow him/her to perform the required work, shall be (1) returned to his/her former job title provided he/she returns within six (6) years of the date he/she last worked in that job title, or (2) returned to a job title, subject to the employee's medical recommendation, for which he/she has established surplus rights in Article 22. The foregoing will apply provided work is being performed in such job title and provided further that his/her seniority entitles him/her to such placement when compared to the seniority of employees (other than retainees or stewards) in such job title. If his/her seniority is not sufficient to return him/her to his/her job title, he/she will be granted Category A status subject to the provisions of Section 22.1. His/Her Category A status will commence on the date he/she would have been subject to surplus action or the date on which his/her medical condition is sufficiently improved to allow him/her to perform the required work, whichever occurs first.

22.18(f) Whenever practicable, affected employees will be given at least twenty-four (24) hours notice prior to layoff.