

Collective Bargaining Agreement

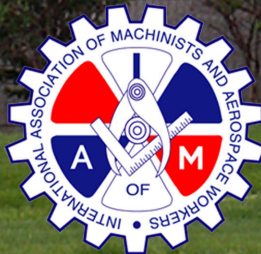
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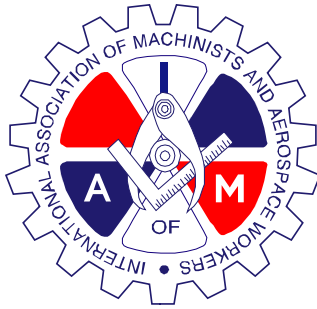
A photograph of a large industrial building with a grey corrugated metal upper section and a dark red lower section. The Triumph logo, a red stylized 'T' with a white outline, is mounted on the grey section. To its right, the word 'Triumph' is written in large, grey, 3D block letters. Below the logo and name, 'Triumph Composite Systems, Inc.' is written in red serif font. A white ampersand is centered on the red section of the building.

Triumph Composite Systems, Inc.

&

**International Association of Machinists
and Aerospace Workers,
District Lodge 751, Local Lodge 86**





Triumph Composite
Systems, Inc.
A Triumph Group Company

**COLLECTIVE BARGAINING
AGREEMENT**

COLLECTIVE BARGAINING AGREEMENT

of June 04, 2007

BETWEEN

TRIUMPH COMPOSITE SYSTEMS, INC.

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO
DISTRICT LODGE 751, LOCAL LODGE 86**

opeiu#8 afl-cio

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1
2 **COLLECTIVE BARGAINING AGREEMENT**

3
4 **of June 04, 2007**

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8 **BETWEEN**

9
10 **TRIUMPH COMPOSITE SYSTEMS, INC.**

11
12 **and**

13
14 **INTERNATIONAL ASSOCIATION OF MACHINISTS**
15 **AND AEROSPACE WORKERS, AFL-CIO**
16 **DISTRICT LODGE 751, LOCAL LODGE 86**

17
18
19
20 THIS AGREEMENT, dated June 04, 2007 by and between Triumph
21 Composite Systems, Inc., (the term “the Company” being hereinafter
22 deemed in each instance to refer to such corporation), and the International
23 Association of Machinists and Aerospace Workers, AFL-CIO, District
24 Lodge 751 and Local Lodge 86, hereafter representing employees of the
25 Company in the units described in Article 1 (the term “the Union” being
26 hereinafter deemed in each instance to refer to the International Association
27 of Machinists and Aerospace Workers, AFL-CIO).

28
29 **ARTICLE 1**
30 **UNION REPRESENTATION**

31
32 **Section 1.1**

33 The Company hereby recognizes the Union as the sole and exclusive
34 bargaining agent for all employees engaged in production, manufacture,
35 maintenance, installation, repair, and all associated duties, including
36 inspectors, tooling, transportation, building maintenance, shipping,
37 receiving and excluding all other employees, guards and supervisors as
38 defined by the National Labor Relations Act. Above-recognized employees
39 assigned away from the Spokane Plant are also recognized under this
40 Agreement.

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Section 1.2 Union Security.

All employees within the bargaining unit as defined in this Agreement, shall become members of the Union within thirty-one (31) days following the beginning of such employment or within thirty-one (31) days following the execution of this Agreement, whichever is later, and shall thereafter maintain their membership in good standing in the Union during the life of this Agreement, as a condition of continued employment.

Section 1.3 Satisfaction of Obligation.

Employees who are required either to become members of the Union or maintain membership in good standing in the Union may satisfy that obligation by periodically tendering to the Union an amount equal to the Union’s regular and usual monthly dues.

Section 1.4 Failure to Satisfy Obligation.

In the event an employee who, as a condition of continued employment, is required to become a member of the Union, or maintain his membership in good standing therein, but in any such case does not do so, the Union will notify the Company in writing, or through such other office as may be designated by the Company, of such employee’s delinquency. The Company agrees to advise such employee that his employment status with the Company is in jeopardy and that his failure to meet his obligation within five (5) days will result in his termination of employment.

Section 1.5 Explanation to Employees.

Either the Company or the Union may explain to any employee or call to his attention, at any time, his rights and obligations under any or all provisions of this Agreement.

Section 1.6 Indemnification.

The Union shall indemnify, defend and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Company under Section 1.4 in reliance upon representation by the Union that an employee may be lawfully discharged under Section 1.4 of this Article. Such requests for discharge shall be made by registered mail from the Directing Business Representative (or his designee) to the Vice President-Human Resources (or his designee).

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Section 1.7 Payroll Deduction for Union Dues and Initiation Fee.

The Company shall make payroll deductions for the Union’s initiation fee, and its regular and usual monthly dues, upon receipt by the office designated by the Company of a voluntary written assignment from the employee covering such deductions on a form mutually agreed to by the Union and the Company. The list of such deductions will be itemized to include each such employee’s social security number or permanent employee number, name, and amount of deduction, and such itemization will be forwarded to the Union. The initiation fee or regular and usual monthly dues shall either be in amounts that are specified on such assignments, or pursuant to a written formula, submitted by the Union to the Company which, in either case, the Company has approved in writing in advance as being administratively practicable.

Section 1.8 Contributions to Machinists’ Nonpartisan Political League.

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

Section 1.9 Contributions to Guide Dogs of America.

Upon receipt by the Company of a signed voluntary authorization by an employee, on a form approved by the Company, requesting that there be deductions made from his wages, in a monthly amount designated by the employee, such deductions to be forwarded to the Union for use by Guide Dogs of America, the Company will thereafter make such deductions and forward them to Guide Dogs of America, care of the Union. Such authorization will remain in effect for the duration of this Agreement, unless earlier canceled in writing by the employee.

1
2 **ARTICLE 2**
3 **MANAGEMENT RIGHTS CLAUSE**
4

5 **Section 2.1**

6 The management of the plant and direction of the working force is vested
7 exclusively in the Company which shall include, but in no way limit, the
8 right to hire, promote to supervision, suspend, demote from supervision,
9 discipline or discharge for cause, to transfer or lay off because of lack of
10 work or for other legitimate reasons, to determine the type of products to be
11 manufactured and the method of manufacturing, to determine the location
12 of the plant, or any department thereof, to determine whether components,
13 pieces, parts or assemblies or subassemblies shall be manufactured
14 or purchased, to determine whether inspection, research, design and
15 maintenance services will be performed by members of the bargaining unit
16 or purchased from others, and to plan and schedule production, determine
17 methods and processes and means of manufacturing, to enforce reasonable
18 plant rules on a uniform basis, and to determine what constitutes good and
19 efficient plant practices or operation. The foregoing management rights
20 clause is limited only by and subject to those matters specifically set forth
21 in this Agreement.
22

23 **ARTICLE 3**
24 **JOINT RESPONSIBILITIES OF COMPANY AND UNION**
25

26 **Section 3.1 Communication.**

27 Realizing that certain commitments from both Management and the Union
28 are essential for the long-range success of the Company, the parties agree
29 to take the following necessary steps to achieve both business and personal
30 goals. By working together with mutual respect and a positive business
31 attitude, the parties will be able to share in profit-making decisions which
32 are necessary to carry the Company successfully through the twenty-first
33 century.
34

- 35 1. The parties will work closely together in a cooperative
36 relationship that extends from the shop floor to the top
37 site management offices in order to solve problems
38 quickly and effectively in a harmonious manner.
39
40 2. Both parties will work at improving communication

1 skills in various ways. As a starting point the following
2 commitments will be agreed to as positive means to add
3 structured communication to the organization.
4

5 a) The Management of the Company will, at a
6 minimum, agree to hold Company meetings
7 which share honest, relevant information about
8 past business performance and future business
9 plans.
10

11 b) A joint committee of Union Stewards and
12 Management representatives will meet every
13 other week to discuss day-to-day matters
14 affecting the combined efforts of both
15 parties.
16

17 3. In the interest of achieving a positive business operation,
18 Union and Management representatives agree mutual
19 responsibility “must” be shared for establishing a
20 positive, productive work environment. To that degree,
21 it is agreed that:
22

23 a) A Senior Manager will be available at all times
24 to intercede in matters of importance on the
25 shop floor which require immediate attention.
26 The parties especially recognize that any
27 behavior which outwardly shows disrespect
28 for individuals will not be tolerated by Union
29 or Management personnel and must be dealt
30 with immediately.
31

32 **Section 3.2 Lean Manufacturing Philosophy.**

33 **3.2(a)** It is the intent of labor and management to promote a
34 culture of continuous improvement. To this end, all products new
35 and existing will be produced in keeping with lean manufacturing
36 principles. At the time of introduction of a new product or
37 re-configuration of an existing product, the manpower, skills
38 requirements and IAM contractual job classifications will be
39 identified and assigned to meet the planned production hours to
40 manufacture the product. The employees assigned to the team will

1 perform tasks required to manufacture and ship the product.
2 By applying Lean Manufacturing Principles, it is
3 our objective to:

- 4
- 5 • Create a sense of ownership among workers.
- 6 • Make improvements an expectation of workers.
- 7 • Create a structure of teams to utilize workers' ideas.
- 8 • Be open to new ideas from teams.
- 9 • Provide workers with training required to improving
- 10 technologies and strategies.
- 11 • Support teams as partners in improvements.
- 12 • Encourage a culture that permits change and
- 13 experimentation to improve our processes.
- 14

15 In all these matters we recognize mutual support reflects mutual
16 success. These commitments have been developed to enhance
17 the collective bargaining procedure — not to replace it and will
18 not supersede other articles of this Agreement.

19
20 **3.2(b) Lean Process Improvement (“LPI”) Guidelines.** Non-
21 bargaining unit employees can design, manufacture or modify
22 first unit run of products, shadow boards, shop layout, cards or
23 similar equipment to be used for test or non-production prototype
24 purposes. Non-bargaining unit employees can perform initial
25 equipment cleaning as part of LPI.

26
27 Only IAM employees will manufacture production parts, tools,
28 or assemblies and perform follow-on cloning of duplicate
29 equipment. All activities, such as clean up, floor configuration
30 and moving of equipment after an LPI event has been completed,
31 which has customarily and historically been performed by IAM
32 employees, will continue to be performed by IAM employees.

33
34 The Company will not assign Spokane plant work, which has
35 customarily and historically been performed by IAM-represented
36 employees, to non-IAM employees working at the plant
37 (including management employees) except for training, safety,
38 lean process improvement, and emergencies.

39
40 **3.2(c)** The Company and the Union agree that parts, materials,

1 tools (excluding production tooling), and other goods or
2 products furnished by an external supplier, vendor, contractor,
3 or subcontractor may initially be delivered, managed or
4 presented to the Company at specific locations to be designated
5 by the Company with input from the Union. Once a vendor or
6 supplier delivers supplies or products to their place of rest, all
7 further movement will be by IAM-represented employees. No
8 bargaining unit employee will be laid off as a consequence of
9 vendor deliveries.

10
11 **3.2(d) Computer and Phone Service Support.** It is mutually
12 agreed that non-union and IAM represented employees can
13 work together to support moving phones and computers. This
14 joint effort will allow employees to move phone and computing
15 equipment hardware, pull cables, fiber optic lines, etc. The union
16 and the company agree that this working relationship will not
17 initiate jurisdictional ownership, complaints or grievances.

18
19 **Section 3.3 Non-Discrimination.**

20 The Company and Union agree that there shall be no discrimination
21 against any employee or applicant for employment because of race, color,
22 sex, creed, sexual orientation, national origin, ancestry or age contrary to
23 provisions of any Federal or State Law.

24
25 **Section 3.4 Drug-Alcohol Policy.**

26 The Company and the Union mutually recognize the necessity for the
27 Company's policy on drug and alcohol abuse.

28
29 **Section 3.5 Training.**

30 The Company and the Union mutually recognize the necessity for a
31 description of the qualifications and representative assignments for each
32 job classification. The Company will continue its policy of training
33 employees for future advancement opportunities.

34
35 **Section 3.6 Safety Committee.**

36 The Company agrees to create a Safety Committee consisting of
37 equal numbers of Management Representatives and Bargaining Unit
38 Representatives to be chosen by the respective parties.

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Section 3.7 Employee Reviews.

The Company will review the general performance of each employee at least once annually. An Employee Evaluation Report will be completed by the employee's Supervisor. The result of this evaluation will be discussed with the employee. The employee has the right to attach his/her own comments and statements, and talk to upper management, if he/she disagrees with any part of the evaluation. There shall also be space on the evaluation form for the employee to state his/her work goals, areas for training and improvement, and promotion requests. Such evaluations are an employee communication and development tool.

**ARTICLE 4
UNION REPRESENTATIVES AND UNION ACTIVITY**

Section 4.1 Union to Furnish List of Representatives.

The Union shall inform the Company in writing of the names of its Grand Lodge representatives, officers, Business Representatives and stewards who are accredited to represent it, which information shall be kept up to date at all times. Only persons so designated will be accepted by the Company as representatives of the Union.

Section 4.2 Bulletin Boards.

The Company shall provide bulletin boards for the Union's use in areas conveniently accessible to bargaining unit employees. New and replacement boards will be at least three (3) feet by four (4) feet in size. The Union may maintain the boards for the purpose of notifying employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union who is authorized by the Union to approve Union notices.

Section 4.3 Union Representatives' Access to Plants.

Union representatives will be permitted access during working hours to areas in the Company's facilities where employees in the bargaining units defined in Article 1 hereof are assigned, for the purpose of conducting Union business to the extent government or customer regulations permit.

Section 4.4 Conditions Relating to Access to Plants.

Access of Union representatives to Company facilities for the purpose of

1 investigating complaints or claims of grievance on the part of employees
2 or the Union shall be subject to the following:

3 **4.4(a)** The Company shall be required to admit only those
4 accredited Business Representatives who are being admitted as
5 of the effective date of this Agreement, and such other Business
6 Representatives as may be accredited by the Union as provided
7 in Section 4.1 above, who provide the Company with sufficient
8 advance notice of their visit.
9

10 **4.4(b)** Business Representatives and Union representatives who
11 are entitled under Section 4.3 to admittance to the Company's
12 facilities shall sign in where required through the Company-
13 designated organization at the plant. Upon being admitted, they
14 shall proceed to the shop or organization they wish to visit,
15 contact the supervisor then present, inform him of the purpose
16 of their visit and obtain his permission prior to contacting any
17 employee in such shop or organization. Such permission will be
18 granted except where there is a substantial reason for delaying the
19 contact due to safety conditions or the fact that a critical operation
20 is in process. Upon leaving the plant or facility they shall sign
21 out and return any temporary identification badges which were
22 issued for the purpose of the specific visit.
23

24 **4.4(c)** Business Representatives and Union representatives
25 granted admittance to the Company's facilities under this Article
26 4 shall not engage in organizing or campaigning for Union or
27 political office on Company premises. This Section 4.4(c) will
28 not be interpreted as preventing Business Representatives or
29 Union representatives from discussing, in non-work areas during
30 non-work periods, matters of Union membership, fees or dues,
31 with employees who are within one of the collective bargaining
32 units described in Article 1 of this Agreement.
33

34 **4.4(d)** Union representatives who fail to comply with the
35 provisions of Sections 4.3, 4.4, and 4.5 shall forfeit their
36 admittance rights.
37

38 **Section 4.5 Union Activity During Working Hours.**

39 Solicitation of Union membership or collection or checking of dues
40 will not be conducted during working time. The Company agrees not to

1 discriminate in any way against any employee for Union activity, but such
2 activity shall not be carried on during working time, except as specifically
3 allowed by the provisions of this Agreement.
4

5 **Section 4.6 Stewards.**

6 The provisions and rules regarding stewards shall be as follows:
7

8 **4.6(a)** The Union may designate one (1) employee as a steward
9 for each seventy-five (75) employees, or fraction thereof, up to a
10 maximum of three (3) for each shift. In the absence of the regular
11 steward for any reason, the Union may designate a temporary
12 steward to act for the regular steward. Such designation shall
13 be in writing.
14

15 **4.6(b)** The effective appointment date of a steward will be the
16 third workday following the date on which the appointment letter
17 from the Union is received by the applicable designated office
18 of the Company, provided the appointment is determined to be
19 in conformance with Section 4.6(a) above.
20

21 **4.6(c)** The Company will notify the Union of cases requiring a
22 selective reduction in the number of stewards to conform with
23 Section 4.6(a) above. Within three (3) workdays following the
24 date the Union receives such notice from the Company, the
25 Union will notify the Company of the names of the appropriate
26 number of individuals the Union desires to have deleted from the
27 Company records as stewards. No surplus action will affect such
28 excess stewards during such three (3)-workday period. The above
29 three (3)-workday waiting period will not apply in the handling
30 of situations wherein no selective reduction is involved.
31

32 **4.6(d)** An employee while serving as a steward shall not be
33 surplus, transferred or loaned from his job classification, or
34 his shift so long as other employees remain in his job title, and
35 on the shift for which he is designated as steward. If he is not
36 eligible so to remain in his job classification, he will be offered a
37 downgrade to the highest job classification within his normal line
38 of promotion which is then being utilized on the shift for which
39 he is designated as steward. If he declines such a downgrade or
40 if he is relieved of his steward's status prior to such downgrade

1 action, he will then be subject to normal surplusing procedures
2 as provided elsewhere in this Agreement.
3

4 **4.6(e)** Stewards will be promoted and recalled from layoff on the
5 same basis as provided in this Agreement for other employees,
6 except that in the event a shift in a shop is deactivated and is
7 reactivated by the Company within one hundred twenty (120)
8 calendar days after such deactivation, the former steward
9 will be offered an opportunity to return to that shift provided
10 the Company determines to utilize the steward's former job
11 classification or a lower classification in the same job family in
12 such shift within such one hundred twenty (120)-day period, and
13 further provided that the former steward has not been replaced
14 as steward by the Union in the interim.
15

16 **4.6(f)** A steward will retain his steward status while on approved
17 medical leave of absence, provided that he has not been replaced
18 as steward by the Union prior to expiration of such leave.
19

20 **Section 4.7 Departure from Work Assignment by Stewards to**
21 **Investigate Complaints or Claims of Grievance.**

22 In order to permit a well regulated shop, each steward shall notify and
23 obtain permission from his supervisor before leaving his work assignment
24 for the purpose of investigating complaints or claims of grievance on the
25 part of employees or the Union or contacting the Business Representative
26 in regard to such claim or grievance. Such permission shall be granted
27 except where there is a substantial reason for delaying the contact or the
28 investigation due to safety conditions or the fact that a critical operation is
29 in process. The supervisor may be present during any discussion relating
30 to any complaint or grievance. However, upon the request of an employee
31 or steward, the supervisor shall authorize a steward to participate in a
32 private discussion with an employee or Business Representative, relating
33 to a complaint or grievance. Discussions of the type described in Section
34 4.7 will require the employee or steward to clock in to "Union business."
35 Any charge alleging that a steward is spending an unreasonable amount
36 of time (in excess of twenty (20) hours per month) in handling grievances
37 or disputes, or performing other duties of stewards, shall be referred to the
38 Director, Human Resources or Designee and discussed with the District
39 President with a view to adjustment of such complaint. The twenty (20)
40 hour reference above is not intended to restrict the ability of the steward

1 to conduct Union business in excess of twenty (20) hours per month.

2
3 **Section 4.8 Departure from Work for Union Business.**

4 Except as provided in Section 4.7 above, each steward, local lodge officer
5 or district council delegate with authorization from the Union, shall give
6 his supervisor at least twenty-four (24)-hour advance notice if possible and
7 clock out prior to departure from his work assignment to conduct Union
8 business. If the work assignment given the steward, local lodge officer
9 or district council delegate seriously interferes with the performance of
10 his duties for the Union, or if Union business seriously interferes with
11 his work assignment, the Company and the Union agree to cooperate in
12 making arrangements to prevent such interference in the future. Stewards,
13 local lodge officers and district council delegates shall not be paid for such
14 Union business provided, that nonpayment by the Company for time spent
15 on Union business shall not be considered as a penalty. This Section 4.8
16 shall apply to cases of stewards who are designated to act for Business
17 Representatives in accordance with this Article for the temporary period
18 the steward is authorized as a designee.

19
20 The Company agrees to grant a leave of absence without pay and without
21 loss of seniority to any employee, not to exceed three (3) employees in
22 number, for the purpose of attending a labor conference, it being further
23 understood that such leaves shall not accumulate to more than ten (10)
24 working days in any calendar year, and that such leaves of absence shall
25 be requested by the employee in writing with as much advance notice as
26 possible and countersigned by the Union. Additional leave or employees
27 will not be unreasonably denied.

28
29 **ARTICLE 5**
30 **WORKWEEK, HOURS OF WORK, SHIFTS**

31
32 **Section 5.1 Workweek.**

33 The normal work schedule shall consist of five (5) consecutive workdays,
34 Monday through Friday, followed by two (2) days of rest (Saturday and
35 Sunday).

36
37 **Section 5.2 Short Workweek.**

38 The Company, upon receiving prior agreement with the Union, may deem
39 it advisable to work any number of employees on a short workweek. The
40 Union and the affected employees will be notified in advance which days

1 are to be worked and such days worked shall be consecutive.

2
3 **Section 5.3 Shifts; Lunch Periods; Rest Periods.**

4 Each employee shall be assigned to a definite shift with designated times
5 of beginning and ending. All shifts shall be an eight (8) hour and forty-five
6 (45) minute period, which shall include a forty-five (45) minute unpaid
7 lunch period. The designated times of beginning each shift during the
8 scheduled workweek shall be: first shift - between 5:00 A.M. and 8:30
9 A.M.; second shift - between 1:30 P.M. and 6:00 P.M.; third shift - between
10 10:00 P.M. and 1:30 A.M. of the following day. Each employee shall be
11 given a fifteen (15)-minute rest period in each half of the shift to which
12 he is assigned, the time of starting each such rest period to be designated
13 by the Company. Each employee who is required to report for work two
14 (2) or more hours prior to the start of his regular shift shall receive a ten
15 (10)-minute rest period prior to the start of his regular shift. Each employee
16 who is scheduled to work two (2) or more hours of overtime after his
17 regular shift shall receive a ten (10)-minute rest period prior to the start
18 of the overtime. Changes of shift assignments shall be made on the first
19 day of a new workweek whenever practicable.

20
21 **Section 5.4 Shift Preference.**

22 In order to ensure operational efficiency, the Company shall have the
23 exclusive right to assign employees to any shift. Subject to the foregoing,
24 senior employees who have a shift preference on file shall be given
25 preference over junior employees who are assigned to the same job
26 classification and shift, junior returning non-bargaining unit employees,
27 new hires, recalls from layoff, and promotional candidates for placement
28 in openings in their job classification and organization. Employees who
29 have requested downgrades will not be given preference over senior
30 employees in their organization who have shift preferences on file. Shift
31 preferences must be filed more than three (3) working days prior to
32 an organization effecting a shift change or declaring a job opening by
33 submission of a dated open requisition. If an employee does not file a
34 shift preference, it shall be assumed that he is on his preferred shift. If
35 an employee does file a shift preference, it shall be assumed that it is his
36 shift preference, and the Company shall have the right to act on it. Under
37 no circumstances will the provisions of this Section 5.4 be construed to
38 enable an employee, at his instance and request, to displace a less senior
39 employee from his job and shift.

1 **5.4(a)** As stated, shift preferences as defined will not apply in
2 instances where the exercise of such rights would affect the
3 efficiency of Company operations in any organization on any
4 shift. When such instances arise, it shall be the responsibility
5 of the Company to prepare an exception request. Exception
6 requests shall be discussed with the Union prior to submittal for
7 final approval.
8

9 **5.4(a)(1)** When staffing a new shift, the Company
10 maintains the right to assign employees necessary to
11 accomplish the work, including the right to assign
12 employees with key skills regardless of their shift
13 preference. The Company will attempt to complete such
14 staffing from volunteers, assignments from other shifts
15 in reverse seniority order, promotions, and new hires.
16

17 **5.4(a)(2)** When senior employees are displaced from
18 their shift of preference during a staffing exercise, the
19 displaced employee shall be given, in writing, a date
20 of return to the preferred shift he was on as soon as
21 possible, no later than seven (7) calendar days.
22

23 **5.4(b)** The Company will de-staff a shift in the following order:
24 first, by shift preference filings, and second, in reverse seniority
25 order among remaining employees. In cases where the shift is to
26 be eliminated, employees will be notified in advance and given
27 the opportunity to file a timely shift preference.
28

29 **ARTICLE 6** 30 **RATES OF PAY**

31 **Section 6.1 Definitions.**

32 The meanings of certain terms used in this Article 6 and elsewhere in this
33 Agreement are stated below:
34

35 **6.1(a) Base Rate.** An employee's hourly rate of pay determined
36 under the applicable provisions of Sections 6.2 and 6.3, excluding
37 all allowances, differentials, adjustments, bonuses, awards, and
38 premiums.
39
40

1 **6.1(b) Base Rate Ranges.** The minimum and maximum rates of pay
2 for each job classification established under Section 6.2(a).
3

4 **Section 6.2 Base Rates.** The following base rate ranges will be effective
5 June 04, 2007:
6

7 Job Classification	8 Minimum Rate of Pay	9 6/4/07 Max.	10 6/1/08 Max.	11 6/1/09 Max.
12 Production Mechanic A	\$13.36	\$25.40	\$26.16	\$26.94
13 Production Mechanic B	\$11.00	\$22.89	\$23.58	\$24.29
14 Maintenance Mechanic A	\$15.91	\$27.89	\$28.73	\$29.59
15 Maintenance Mechanic B	\$14.21	\$26.26	\$27.05	\$27.86
16 Inspection Mechanic A	\$14.21	\$26.26	\$27.05	\$27.86
17 Inspection Mechanic B	\$12.51	\$24.56	\$25.30	\$26.06
18 Tooling Mechanic A	\$14.21	\$26.26	\$27.05	\$27.86
19 Tooling Mechanic B	\$12.51	\$24.56	\$25.30	\$26.06
20 Development Mechanic A	\$16.91	\$28.93	\$29.80	\$30.69
21 Development Mechanic B	\$15.21	\$27.30	\$28.12	\$28.96

22 In all pay situations under this Agreement, the sequence of increases will
23 be general wage increases first, then seniority progression increases under
24 Section 6.3(a).
25

26 **6.2(b) New Hires.** New employees will be paid a base rate within
27 the base rate range established by Section 6.2(a) for their job
28 classification.
29

30 **6.2(c) Recalls from Layoff.** An employee who is recalled from
31 layoff through the exercise of seniority rights, will have the following
32 base rate:
33

34 **6.2(c)(1)** If the employee is recalled to the same job
35 classification from which he was laid off, he will be paid
36 at the base rate in effect on the date of his layoff.
37

38 **6.2(c)(2)** If the employee is recalled to either a higher or
39 lower job classification than the one from which he was laid
40 off, his base rate will be determined first by treating him as
 though he had been recalled to the same job classification
 under Section 6.2(d)(1) and then reclassified under Section
 6.3(d).

1 **6.2(d) Returns from Leaves of Absence.** An employee on
2 approved leave of absence who returns to the active payroll will
3 have the following base rate:
4

5 **6.2(d)(1)** If the leave of absence was granted due to
6 industrial injury or industrial illness, military service,
7 or to accept a full-time Union position, the employee's
8 base rate will be equal to the base rate he would have
9 had if he had not been on a leave of absence.
10

11 **6.2(d)(2)** If the leave of absence was granted for
12 any other reason, his base rate will be determined as
13 though he had been recalled from layoff under Section
14 6.2(c).
15

16 **Section 6.3 Base Rate Changes.**

17 **6.3(a) Seniority Progression Increases.** On the Monday
18 immediately preceding their six (6)-month anniversary of the
19 date of hire or date of the last seniority progression increase,
20 employees below the rate range maximum for their job
21 classification shall, subject to such maximum, receive a seniority
22 progression increase to their base rate of fifty-five cents (\$0.55).
23 Employees on approved leave of absence will continue to accrue
24 time toward their next six (6)-month progression increase for
25 the first ninety (90) days of the leave. Employees, recalled from
26 layoff will be credited with any time they had prior to their layoff
27 toward their next six (6)-month progression increase.
28

29 Effective June 04, 2007, all seniority progression increase
30 employees on the payroll as of that date shall receive a fifty-five
31 cent (55¢) increase, regardless of their six (6) month anniversary
32 date, and thereafter shall have seniority progression increase
33 anniversary dates of June 04 and December 04 of each calendar
34 year.
35

36 No more than eighteen (18) seniority progression increase
37 steps shall be required before an employee is advanced to the
38 top of the wage range, unless the employee's SPIs are changed
39 by promotion, demotion, or change to a new job classification
40 line.

1
2 **6.3(b)** All employees on the effective date of this Agreement
3 whose wage is above the maximum rate shall retain that rate and
4 be eligible for any future general wage increases.
5

6 **6.3(c) General Wage Increase.** General wage increases (as
7 indicated in Section 6.2(a)) will be granted as follows:
8

9 **6.3(c)(1)** Effective June 04, 2007 all employees on
10 the active payroll June 04, 2007 including those on
11 approved leave of absence for ninety (90) days or less,
12 will have their base rates increased by a four percent
13 (4%) general wage increase.
14

15 **6.3(c)(2)** Effective June 01, 2008 all employees on
16 the active payroll June 01, 2008 including those on
17 approved leave of absence for ninety (90) days or less,
18 will have their base rates increased by a three percent
19 (3%) general wage increase.
20

21 **6.3(c)(3)** Effective June 01, 2009 all employees on
22 the active payroll June 01, 2009 including those on
23 approved leave of absence for ninety (90) days or less,
24 will have their base rates increased by a three percent
25 (3%) general wage increase.
26

27 **6.3(d) Base Rates After Reclassifications.** Subject to the base
28 rate ranges provided for in Section 6.2(a), employees who are
29 promoted will have their base rate increased by one dollar (\$1.00)
30 or to the minimum for the job classification, whichever is greater
31 and employees who are downgraded will have their base rate
32 decreased by one dollar (\$1.00) or to the maximum for the job
33 classification, whichever is less.
34

35 **Section 6.4 Cost of Living.**

36 Employees covered by this Agreement shall receive Cost of Living
37 Adjustments (COLA) to the extent such adjustments become effective
38 under and in accordance with all of the terms, conditions and limitations
39 stated in this Section 6.4.
40

1 Seniority employees will be eligible to receive COLA increases as defined
2 below. This payment will be based on months of active service and
3 prorated accordingly. COLA calculations will be cumulative from each
4 six (6) month period to six (6) month period.

- 5
- 6 A. The Company agrees to a COLA which shall be
7 adjusted, as set forth below, for changes in the cost of
8 living during the life of this Agreement.
9
- 10 B. Eligibility for COLA is extended to employees in the
11 bargaining unit, including those on leaves of absence
12 on a pro-rated basis as indicated above.
13
- 14 C. The basis for determining COLA will be as follows: The
15 COLA will be determined in accordance with changes
16 in the Consumer Price Index for Urban Wage Earners
17 and Clerical Workers (CPI-W) (United States City
18 Average, All Items, 1982-84=100), published monthly
19 by the Bureau of Labor Statistics (BLS), United States
20 Department of Labor, and hereinafter referred to as the
21 "BLS Consumer Price Index."
22
- 23 D. The amount of the COLA which shall be effective
24 for the periods provided below shall be based on the
25 percent of increase between the average for the prior
26 six (6) months and the Peg Point (200.43 equals \$0.00)
27 with eight-tenths of one cent (\$0.008) adjustment for
28 each full 0.075% change in the average BLS Consumer
29 Price Index for the appropriate six (6) month period
30 indicated.
31
- 32 E. The COLA shall be calculated and paid on a semi-annual
33 basis, in the form of a lump sum payment. Said payment
34 will be paid on or before September 1 and March 1 of
35 each year (first payment on or before March 1, 2008).
36
- 37 F. No adjustments, retroactive or otherwise, shall be made
38 due to any revision, which may later be made in the
39 published figures of the BLS Consumer Price Index for
40 any base month.

The parties agree that the continuance of the COLA is dependent upon
the availability of the official monthly BLS Consumer Price Index in

1 its present form and calculated on the same basis as the BLS Consumer
2 Price Index for the second six (6) months, calendar year 2007.

3
4 NOTE: Thirteen payroll periods constitute the referenced six (6)
5 months. The Company will pay five-sixths (5/6), or 83.33%, of the
6 COLA applicable to the period January 1, 2010 through June 30, 2010,
7 regardless of whether a renewal contract is negotiated and regardless of
8 its terms.

9
10 **Section 6.5 Gain Sharing Program.**

11 The Company and Union will continue the current productivity-based
12 incentive plan dated March 15, 2005 and employee committee structure
13 for input on the plan for bargaining unit employees upon ratification of this
14 Agreement. This Gain Sharing Program is designed to motivate employees
15 to meet or exceed production goals, established by management, with a
16 payment not to exceed twice their normal weekly pay.

17
18 **Section 6.6 Shift Differentials.**

19 **6.6(a)** An employee assigned to the second or third shift shall
20 receive a shift differential of seventy-five cents (\$0.75) per hour
21 which shall be added to his base rate and made a part thereof.

22
23 **Section 6.7 Jury Duty, Witness Duty, Military Leave,**
24 **Bereavement Leave.**

25 **6.7(a) Jury Duty.** An employee absent from work due to (1)
26 required jury duty (including grand jury duty), (2) to testify
27 as a witness for the Company, (3) to respond to a subpoena to
28 appear as a witness in any legal proceeding, (4) to appear at an
29 arbitration resulting from the referral, by a court, for a lawsuit that
30 has been filed with the court (excluding arbitration pursuant to a
31 Collective Bargaining Agreement or other contractual provisions)
32 or (5) to respond to a subpoena to appear for a deposition will be
33 paid for such lost hours at his current straight time rate, up to a
34 maximum of eight (8) hours per day, for each regular work day
35 of required jury or witness duty. Employees will be excused from
36 their scheduled shift for each day they serve if they miss four
37 (4) hours of their shift for such duty. In addition, an employee
38 will not be required to report to work prior to jury duty, but
39 shall report back to work if released from jury duty before noon.
40 Second and third shift employees summoned to jury or witness

1 duty will be temporarily assigned to first shift on a weekly basis
2 during the time required to serve. Fees received for jury or
3 witness duty will not be deducted from such pay. To be eligible
4 for time off with pay, the employee must furnish a copy of this
5 summons or subpoena to management, before the appearance,
6 to indicate that the absence from work as necessary to appear
7 for a jury duty or to serve as a witness. In addition, management
8 may require verification of such appearance. An employee is not
9 entitled to pay under this Section 6.7(a) in circumstances where
10 the employee (1) is called as a witness against the Company or
11 its interests; or (2) is called as a witness on his own behalf in an
12 action in which he is a party; or (3) voluntarily seeks to testify
13 as a witness; or (4) is a witness in a case arising from or related
14 to his outside employment or outside business activities; or (5) is
15 subpoenaed as a witness while on leave of absence except when
16 serving as a Company witness.
17

18 **6.7(b) Military Leave.** An employee who is a member of a
19 reserve component of the Armed Forces, who is absent due to
20 required active annual training duty or temporary special services
21 duty, shall be paid his normal straight time earnings, including
22 shift differential where applicable, up to a maximum of ten
23 (10) workdays each calendar year. An employee who, because
24 of schedule adjustments by the reserve component, receives
25 orders to report for two (2) training periods in one (1) calendar
26 year may receive time off with pay in excess of the ten (10)-day
27 annual maximum provided that the total time off with pay does
28 not exceed twenty (20) workdays in a two (2) consecutive year
29 period (either current and previous calendar years or current and
30 following calendar years) and the employee was a member of
31 the reserve component during both of the applicable consecutive
32 years. Employees with military orders to serve additional days
33 of duty will be excused on unpaid authorized leave of absence.
34 The amount due the employee under this Section 6.7(b) shall
35 be reduced by the amount received from the government body
36 identified with such training duty or services, for the period of
37 such duty (up to the maximum period mentioned above). Such
38 items as subsistence, uniform and travel allowance shall not
39 be included in determining pay received from state or federal
40 government.

1
2 **6.7(c) Bereavement Leave.** Up to three (3) days bereavement
3 leave with pay will be granted to an employee on the active
4 payroll who, because of death in his immediate family, takes
5 time off from work during his normal work schedule as such
6 term is defined in Section 5.1 of this Agreement. Such pay shall
7 be for eight (8) hours at his straight time base rate, including shift
8 differential where applicable for each such day off; however,
9 such pay will not be applicable if the employee receives pay
10 for such days off under any other provision of this Agreement.
11 Bereavement leave must be taken on consecutive workdays
12 as selected by the employee within twenty (20) calendar days
13 following the death (or evidence of belated notification of death).
14 For the purposes of this Section 6.7(c) the “immediate family” is
15 defined as follows: spouse, mother, father, mother-in-law, father-
16 in-law, children, brother, sister, son-in-law, daughter-in-law,
17 great-grandparents, grandparents, grandchildren, stepmother,
18 stepfather, stepchildren, stepbrother, stepsister, half-brother, half-
19 sister and spouse’s grandparents. In addition, an employee will be
20 granted bereavement leave for a stillborn child if the employee
21 provides a certificate of fetal death which has been certified by
22 the attending physician.
23

24 **Section 6.8 Garnishments.**

25 In cases of dismissal or suspension of an employee because of writs of
26 garnishment served upon the Company in litigation involving claims of
27 third parties against such employee, such a dismissal or suspension will
28 be treated as a dismissal or suspension and will be subject to the grievance
29 procedure.
30

31 **Section 6.9 Paydays.**

32 Paydays for employees under this Agreement on all shifts shall be on
33 or before Friday of every second week at which time they will be paid,
34 via direct deposit, through Friday of the preceding week, except when
35 circumstances intervening beyond the Company’s control make such
36 practice impossible. When a holiday falls on Friday during the normal
37 payday week, direct deposits will be made on the preceding Thursday.
38

39 **Section 6.10 Report Time.**

40 **6.10(a)** If an employee reports for work in accordance with

1 instructions, he shall receive a minimum of four (4) hours pay
2 at his straight time base rate, including shift differential where
3 applicable. Report time will not apply in case of emergency
4 shutdowns arising out of any condition beyond the Company's
5 control. An employee who leaves work of his own volition, or
6 because of incapacity (other than industrial injury or illness), or
7 is discharged or suspended after beginning work, will be paid
8 only for the number of hours actually worked during that day. An
9 employee who leaves work because of incapacity due to industrial
10 injury or illness will be paid eight (8) hours pay at his straight
11 time base rate, including shift differential where applicable.
12

13 **6.10(b)** In the event of an emergency such as fire, flood, power
14 failure, snow, etc., beyond the control of the Company (alleged
15 lack of work cannot be construed as an emergency) or where
16 the employee voluntarily quits, lays off or is discharged, the
17 foregoing requirement shall not be applicable and the employee
18 shall be paid for actual time worked.
19

20 **6.10(c)** In an emergency, prior to shift report time, the Employer
21 will make an effort, by telephone or radio to notify the employees
22 not to report for work and employees should call the Company
23 status line and listen to the radio to find out whether to report
24 to work.
25

26 **Section 6.11 Overtime.**

27 **6.11(a)** The normal working day shall consist of eight (8) hours,
28 and the normal workweek shall consist of forty (40) hours.
29

30 **6.11(b)** All time worked in excess of eight (8) hours in one (1)
31 day shall be paid at time and one-half for the first two (2) hours
32 and then double time thereafter.
33

34 **6.11(c)** All time worked on Saturday shall be paid at time and
35 one-half for the first eight (8) hours and double time thereafter,
36 providing an employee has forty (40) straight time compensated
37 hours in the current workweek unless such shortfall is due to
38 Company actions.
39

40 **6.11(d)** All time worked on Sunday shall be paid at double time

1 providing an employee has forty (40) straight time compensated
2 hours in the current week plus eight (8) hours on Saturday. If an
3 employee has no time worked on Saturday, anytime on Sunday
4 shall be paid at time and one-half. However, if an employee has
5 no time worked on Saturday due to Company action, overtime
6 on Sunday will be paid at double time. All time worked on
7 fixed holidays shall be paid at double time. The double time
8 on holidays shall be in addition to the holiday pay specific in
9 Article 7.

10
11 **6.11(e)** Each time any employee is called back to work after the
12 close of his work shift, he shall be paid a minimum of three (3)
13 hours, at applicable overtime rates.

14
15 **6.11(f)** The Company will attempt to meet its overtime
16 requirements on a voluntary basis among the employees who
17 perform the work on a straight time basis through the week;
18 however, in cases of offering overtime, new hires or rehires may
19 be excluded for the overtime for the first fifteen (15) calendar days
20 of their employment. In the event there are insufficient qualified
21 volunteers within the work group to meet the requirements, the
22 supervisors may designate and require the necessary number of
23 employees to work the overtime. Reasonable effort will be made
24 by classification and shift to equalize overtime. An employee
25 who has pre-approved vacation or PTO (not vacation being used
26 in lieu of PTO) on a Friday preceding or a Monday following
27 shall not be designated overtime on that weekend.

28
29 Employees shall not be required to work more than thirty-two
30 (32) hours of voluntary or designated overtime in a calendar
31 month. The Company will not assign designated overtime to an
32 employee on more than two (2) consecutive weekends or two (2)
33 weekends total in a calendar month. "Weekend" means Saturday
34 or Saturday/Sunday. Employees shall not be required to work
35 overtime on a contract holiday weekend. Any overtime in excess
36 of these rules shall be on a voluntary basis. Overtime in excess
37 of one hundred twenty-eight (128) hours in a calendar quarter
38 shall be compensated at a double time rate, regardless of what
39 the rate would otherwise have been for those hours.

1 **6.11(g)** A supervisor will give employees who work overtime,
2 as much notice as possible, prior to the end of their regular shift,
3 to permit revisions of personal schedules. The Company will
4 provide notification of designated weekend overtime no later
5 than the first rest break on Friday. When emergency situations
6 arise following first rest break, notification of such overtime will
7 be provided as soon as possible.
8

9 **Section 6.12 Wage Payment Basis.**

10 Employees shall be paid for time worked computed to the nearest one-
11 tenth hour.
12

13 **Section 6.13 New Assignments.**

14 When employees are assigned to work in a higher or lower job
15 classification, the new pay rate shall be effective in the employee's
16 paycheck not later than the second payday subsequent to the date on which
17 the new assignment is made.
18

19 **Section 6.14 Temporary Assignments.**

20 A temporary assignment will remain in effect for a period of not
21 more than thirty (30) consecutive calendar days (or for ninety (90)
22 consecutive calendar days if the assignment is a direct replacement
23 for an employee on medical leave of absence, travel assignment, or
24 temporary supervisory assignment) or for such longer period as may be
25 designated by mutual agreement between the Company and the Union. The
26 Business Representative shall be provided with notification of temporary
27 assignments that are estimated to be in effect for thirty (30) or more days
28 prior to or coincident with the effective date of such assignments. The
29 foregoing time period limitation will not apply in instances where an
30 employee is on travel assignment. Repetitive temporary assignments shall
31 not be used to fill a permanent job opening.
32

33 **ARTICLE 7**
34 **HOLIDAYS**

35 **Section 7.1 Dates on Which Observed.**

36 The following holidays shall be observed by the Company for the purposes
37 set forth in this Article 7:
38
39
40

2007 Holidays	Day	Date of Observance
Independence Day	Wednesday	July 4, 2007
Labor Day	Monday	September 3, 2007
Thanksgiving Day	Thursday	November 22, 2007
Friday following Thanksgiving	Friday	November 23, 2007
Winter Break	Monday	December 24, 2007
Winter Break	Tuesday	December 25, 2007
Winter Break	Wednesday	December 26, 2007
Winter Break	Thursday	December 27, 2007
Winter Break	Friday	December 28, 2007
Winter Break	Monday	December 31, 2007
2008 Holidays	Day	Date of Observance
Winter Break	Tuesday	January 1, 2008
Memorial Day	Monday	May 26, 2008
Independence Day	Friday	July 4, 2008
Labor Day	Monday	September 1, 2008
Thanksgiving Day	Thursday	November 27, 2008
Friday following Thanksgiving	Friday	November 28, 2008
Winter Break	Wednesday	December 24, 2008
Winter Break	Thursday	December 25, 2008
Winter Break	Friday	December 26, 2008
Winter Break	Monday	December 29, 2008
Winter Break	Tuesday	December 30, 2008
Winter Break	Wednesday	December 31, 2008
2009 Holidays	Day	Date of Observance
Winter Break	Thursday	January 1, 2009
Memorial Day	Monday	May 25, 2009
Independence Day	Friday	July 3, 2009
Labor Day	Monday	September 7, 2009
Thanksgiving Day	Thursday	November 26, 2009
Friday following Thanksgiving	Friday	November 27, 2009
Winter Break	Thursday	December 24, 2009
Winter Break	Friday	December 25, 2009
Winter Break	Monday	December 28, 2009
Winter Break	Tuesday	December 29, 2009
Winter Break	Wednesday	December 30, 2009
Winter Break	Thursday	December 31, 2009
2010 Holidays	Day	Date of Observance
Winter Break	Friday	January 1, 2010
Memorial Day	Monday	May 31, 2010

Section 7.2 Unworked Holidays.

Employees shall receive eight (8) hours pay for unworked holidays (those holidays designated above), at their base rate in effect at the time the

1 holiday occurs, plus applicable shift differential if, on the holiday, they
2 are on the active payroll, including those on approved leave of absence
3 for not longer than ninety (90) calendar days.
4

5 **Section 7.3 Worked Holidays.**

6 Employees who are required to work on the above-named holidays shall
7 receive the pay due them for the holiday, plus double their base rate for all
8 hours worked on such holiday, plus shift differential if applicable, unless
9 the employee starts to work at 10:00 P.M., or thereafter on that day.
10

11 **Section 7.4 Holidays During Vacation.**

12 Should a holiday occur while an employee is on vacation, the employee
13 shall be allowed to take one (1) extra day of vacation with pay in lieu of
14 the holiday as such.
15

16 **Section 7.5 Employees on Third Shift.**

17 Those employees who are assigned to work on third shift shall observe
18 holidays in accordance with Sections 7.1 through 7.4 except when
19 Independence Day falls on a Monday, Tuesday, Wednesday or a Thursday.
20 When this occurs, they shall observe the Independence Day holiday on
21 the fifth of July.
22

23 **ARTICLE 8**
24 **VACATION PLAN**
25

26 **Section 8.1 General.**

27 Reasonable time away from the job is conducive to good health and
28 well being and is considered in the best interest of the employee and the
29 Company. Each employee should have the opportunity to schedule and
30 take vacation each year and thereby use their vacation credits, allowing
31 adequate staffing for Company operations.
32

33 **Section 8.2 Accumulation of Vacation.**

34 **8.2(a)** Vacation credits are accrued on a per-compensated hour
35 basis excluding overtime and awarded every pay period with
36 credits increasing on the basis of established increments as
37 follows:
38

39 **Company Service**
40 1 thru 2 years

Annual Vacation
40 hours

1	3 thru 4 years	80 hours
2	5 thru 9 years	96 hours
3	10 and 11 years	120 hours
4	12 and 13 years	128 hours
5	14 and 15 years	136 hours
6	16 and 17 years	144 hours
7	18 years or more	160 hours

8

9 Company service date will be used to determine the credits to be awarded.

10 Vacation credits may accumulate to a maximum of forty (40) additional
11 hours above Annual Vacation credit (as determined from above schedule).

12 No additional vacation credits will be accrued until the number of credits
13 in the account drops below the maximum.

14

15 Vacation credits will not be accrued in excess of ninety (90) calendar days
16 on a leave of absence.

17

18 **Section 8.3 Use of Vacation Credits.**

19

20 **8.3(a)** Subject to management approval based on Company work
21 schedule requirements, previously awarded vacation credits
22 may be used by the employee without limit. Management will
23 encourage employee use of vacation for time off within the period
24 credits are available. Use of vacation at times convenient to the
25 employee will be arranged to the extent permitted by Company
26 work schedule requirements, provided the employee provides the
27 Company with twenty-four (24) hours advance notice. Once a
28 vacation request has been submitted, the Company will respond
29 promptly, no later than seven (7) calendar days, absent agreement
30 to some other response time. If an employee asks for vacation
31 within twenty-four (24) hours, the Company will answer that
32 request before the end of the shift.

33

34 **8.3(b)** Vacations are to be taken as time off. Unused vacation
35 credits, in excess of the maximum limit, will be paid in lieu at the
36 employee's base rate, including shift differential where applicable
37 if the nonuse of vacation was due to the fault of the Company.

38

39 **8.3(c)** Subject to 8.3(a), vacation credits must be used in full or
40 half-day increments.

40

1 **8.3(d)** Holidays occurring while an employee is on vacation are
2 not deducted from vacation credits.

3
4 **8.3(e)** Payment for vacations will be made at the employee's
5 base rate in effect at the time vacation is taken, including shift
6 differential.

7
8 **8.3(f)** An employee on leave of absence shall be required to
9 use one-half of these vacation credits at the time of the leave
10 consistent with Articles 9 and 15, subject to the provisions of
11 Section 8.3(c). This provision does not apply in the case of
12 industrial illness or injury.

13
14 **Section 8.4 Vacation Payment on Termination.**

15 An employee who terminates for any reason will be paid for all unused
16 credits in his or her vacation account through the last day worked.

17
18 **ARTICLE 9**
19 **PAID TIME OFF (PTO)**
20

21 On January 1, 2008 and on January 1 each year thereafter, eligible
22 employees will be credited forty (40) paid time off ("PTO") hours. Each
23 eligible employee's current sick leave bank balance as of September
24 01, 2007 will transfer over to PTO hours as well, without reduction or
25 offset to this forty (40) hours credit. Any remaining unused hours will
26 be added, on a one-time basis, to the forty (40) hours of PTO awarded
27 on January 01, 2008.

28
29 There will be no cash out of unused sick leave on December 31, 2007.
30 The prior (2003-2007) contract's sick leave provisions will continue to
31 apply up to, but will become inoperative and of no further force and effect
32 on, September 1, 2007.

33
34 PTO is to be scheduled, whenever possible, in advance (end of shift prior
35 day). This PTO program is not intended to allow a pattern of abuse of
36 unscheduled PTO use by employees, and such activities may be subject
37 to the attendance policy.

38 Unused PTO will be cashed out in January 2009 and in January every
39 year thereafter.

1 1. If all PTO use in prior year was scheduled, 125% of
2 unused balance will be cashed out.

3

4 2. If no PTO used at all, 150% of unused PTO balance
5 will be cashed out.

6

7 Pre-shift call in for sickness in an eight (8) hour increment will count
8 as a scheduled PTO. PTO use after shift has started is considered
9 unscheduled.

10

11 Employees can use PTO in minimum of one (1) hour increments.

12

13 To be eligible for the annual forty (40) hours PTO, employees must have
14 actually worked some part of the calendar year prior to December 31 of
15 the year in question (forty (40) hours annual credit reduced pro-rata if
16 employee is absent for any reason longer than ninety (90) days in prior
17 calendar year).

18

19 PTO credit will be pro-rated for new hires, following their probationary
20 period:

21

22 1. If hired July 1, 2008 and employee gains seniority
23 on October 1, 2008, then he earns twenty (20) hours
24 immediately on October 1, and forty (40) more hours
25 on January 1 of the next year.

26

27 2. The Company will allow ten (10) hours upon hire
28 to probationary employees; then at ninety (90) days
29 populate their account with pro-rated forty (40) hours,
30 but as per the above example, minus what has previously
31 been used of the ten (10) hours new-hire credit. This
32 ten (10) hours shall not be subject to cash out if January
33 1 occurs during the probationary period.

34

35 3. If employee is hired December 1, and gains seniority
36 on March 1 of the next year, he would then vest forty
37 (40) hours, plus one-twelfth (1/12) of forty (40) hours
38 to account for his December work.

39

40 For FMLA, the Company requires fifty percent (50%) vacation usage first,

1 but PTO usage is employee's choice.

2
3 PTO must be used, if available, to cover any unscheduled absence except
4 FMLA, that is, non-FMLA unscheduled days are always PTO if PTO
5 is available. Vacation can be used to cover absence only after PTO is
6 exhausted in a calendar year.

7
8 **ARTICLE 10**
9 **SAVINGS AND RETIREMENT PLANS**

10
11 **Section 10.1 Retirement Plan.**

12 **10.1(a)** Effective June 04, 2007, the Company shall contribute
13 one dollar, twenty-five cents (\$1.25) per regular hour, per
14 employee, to the IAM National Pension Plan.

15
16 **10.1(b)** Effective June 01, 2008, the Company shall contribute
17 one dollar, forty cents (\$1.40) per regular hour, per employee,
18 to the IAM National Pension Plan.

19
20 **10.1(c)** Effective June 01, 2009, the Company shall contribute
21 one dollar, fifty cents (\$1.50) per regular hour, per employee, to
22 the IAM National Pension Plan.

23
24 **Section 10.2 401(k) Savings Plan.**

25 The Company has developed a 401(k) Retirement Plan. The following
26 is a summary of the plan provisions and contribution rates. Participants
27 should refer to the plan documents for more complete information.

28
29 **10.2(a)** To be eligible, an employee must have a minimum of
30 six (6) months of service.

31 **10.2(b)** The current Administrator and Custodian of Funds is the
32 Vanguard Group, and the Company reserves the right to change
33 custodians.

34
35 **10.2(c)** All participants are one hundred percent (100%) vested
36 in their account balance at all times.

37
38 **10.2(d)** At the time of enrollment, each employee must file an
39 investment election form to determine how they wish to allocate
40 their account between equity or money market funds. The election

1 can be changed once daily at close of markets.
2

3 **10.2(e)** Account balances are distributed to employees upon
4 death or termination of employment. This distribution is normally
5 made within sixty (60) calendar days following the end of the
6 calendar quarter in which death or termination of employment
7 occurs in a lump sum.
8

9 **10.2(f)** Employees who meet certain criteria may apply for a
10 hardship withdrawal of any employee contributions.
11

12 **10.2(g)** Employee contributions are at the employee's option
13 in one percent (1%) increments, subject to federal maximums.
14 This election can be changed monthly. The maximum employee
15 contribution allowed will be calculated by the Custodian.
16

17 **10.2(h)** Company contributions:
18

	<u>Matching Contribution Rate</u>
19 6/4/2007	50% of first 6% of employee
20 contribution	
21 6/1/2008	50% of first 6% of employee
22 contribution	
23 6/1/2009	50% of first 6% of employee
24 contribution	
25 contribution	
26	

27 **10.2(i)** Both the employee and the employer contributions are
28 remitted by the Company to the custodian on a monthly basis.
29

30 **10.2(j)** Net investment earnings are credited daily to each
31 participant's fund.
32

33 **10.2(k)** Participants will receive reports on a quarterly basis
34 as to the balance in their accounts and employee contributions
35 made, if any.
36

37 **10.2(l)** Loan feature is available for withdrawal of employee
38 contributions. Processing fees for loans are paid by employee.
39

40 **10.2(m)** Plan has internet access for participants.

1 the annual base wage, including shift differential if
2 applicable, but excluding overtime hours, to a maximum
3 benefit of \$150,000.

4
5 **11.2(a)(2)** Short-term disability benefit \$300 per week
6 for twenty-six (26) weeks; however, weekly benefit
7 for disabilities covered by Workers' Compensation is
8 \$150.

9
10 **11.2(b) Medical/Dental Benefits.** The Company and the
11 employee will share the monthly premiums for health insurance,
12 with employees paying fifteen (15) percent of the monthly
13 premium for the coverage selected.

14
15 **11.2(c) Quality Health Care Commitment.** The Company and
16 Union will meet at least annually to assess health care cost and
17 quality. The Company commits to providing access to the highest
18 quality health care by requiring accreditation of all managed
19 care networks by NCQA, or other nationally recognized group,
20 and encouraging hospital and physician groups to ensure the
21 reduction of medical errors through national efforts such as the
22 Leapfrog Initiative.

23
24 **Section 11.3 Administration.**

25 The Group Benefits Program shall be administered by the insurance
26 companies, health care contractors or administrative agents with whom
27 the Company enters into contractual relationships for the purpose of
28 providing and/or administering the coverage contemplated by the Group
29 Benefits Program. No question or issue arising under the administration
30 of such Group Benefits Program or the contracts and/or administrative
31 agreements identified therewith shall be subject to the grievance procedure
32 or arbitration provisions of this Agreement. No new medical or dental
33 plans will be added or existing plans deleted without prior consultation
34 with and notification to the Union.

35
36 **Section 11.4 Copies of Policies to be Furnished to Union.**

37 Copies of the policies, contracts, and administrative agreements executed
38 pursuant to this Article shall be furnished to the Union and the coverages
39 and benefits indicated in the Group Benefits Program, the rights of eligible
40 employees in respect of such coverages, and the settlement of all claims

1 arising out of such coverages shall be in accordance with the provisions,
2 terms and rules set forth in such contracts.

3
4 **Section 11.5 Federal or State Programs.**

5 If during the term of this Agreement there is mandated by federal or
6 state government a program that affords to employees covered by this
7 Agreement similar benefits (such as but not limited to medical benefits
8 and dental benefits) to those that are afforded by this Agreement, benefits
9 afforded by this Agreement will be replaced by such federal or state
10 program. The Company will comply with the provisions for the furnishing
11 of such program to the extent required by law. No question or issue
12 regarding the level of benefits under the state or federal program shall be
13 subject to the grievance procedure or arbitration provisions of Article 19
14 of this Agreement.

15
16 **ARTICLE 12**
17 **TRAVEL REIMBURSEMENT**

18
19 **Section 12.1**

20 The Company agrees that any bargaining unit employees sent on travel
21 assignments will receive reimbursement, subject to government standard
22 non-taxable per diem rates, for actual meal expenses, supported by receipts,
23 plus approved lodging and rental car expenses.

24
25 **ARTICLE 13**
26 **JOB CLASSIFICATIONS — IDENTIFICATION AND**
27 **APPLICATION OF**

28
29 **Section 13.1 Identification of Jobs — Placement in Job**
30 **Classifications.**

31 The Job List contains the job classifications and rates of pay for the period
32 of this Agreement.

33 **Section 13.2 Temporary Classifications.**

34 Temporary classifications shall be identified with the prefix “T” may be
35 established by the Company for new work functions for which no current
36 job description is applicable and which require a period of time to stabilize
37 job duties. This period shall not exceed ninety (90) days unless extended
38 by mutual agreement. Extensions will be limited to two (2) and be granted
39 in ninety (90) day increments. Employees will be assigned to such new
40 work at their current classification rate. The Union will be notified of the

1 effective date and approximate duration of the temporary classification. If
2 the permanent job classification and description are installed at a higher
3 classification than other classifications of the assigned employees, these
4 employees will be paid at the higher classification rate for the time assigned
5 to the job duties of the applicable job classifications.
6

7 **Section 13.3 Procedure for Placement, Within Job Classifications,**
8 **of New or Changed Jobs.**

9 In the following sections of this Article, a procedure is established for
10 the placement, within a job classification, of new jobs or jobs in regard
11 to which, after the date of this Agreement, there has been a substantial
12 change in job function or job description. Such procedure provides agreed
13 upon measurements, standards and considerations to be applied in the
14 placement of any such job within a particular job classification.
15

16 **Section 13.4 Establishment of New Jobs.**

17 When work operations involving new or substantially changed
18 requirements are established after the effective date of this Agreement
19 and such requirements are not adequately or specifically described in
20 an existing job, the Company will describe and establish a new job in a
21 classification based upon its existing classification rate. Before establishing
22 a new job, the Company will discuss the change with the Union. If the
23 classification and rate are changed, such change will be retroactive to
24 the date of installation by the Company. In the event that the parties
25 are unable to reach agreement on the job classification and rate of pay,
26 such dispute may be submitted to arbitration under Article 19. However,
27 neither the organization of work nor the determination of the job duties
28 shall be subject to arbitration and the arbiter shall not have authority to
29 alter a job description.
30

31 **Section 13.5 Procedure in Event of Disagreement.**

32 If the Union challenges the job classification rate of pay in regard to a new
33 or changed job, Company and Union representatives shall meet promptly,
34 at a mutually agreed time, for the purpose of attempting to reach agreement
35 as to the appropriate classification rate of pay. If no agreement is reached
36 within thirty (30) calendar days, the Union may, within the next ten (10)
37 calendar days, request that the controversy be submitted to arbitration in
38 accordance with Article 19.
39

40 **Section 13.6 Retroactive Payment Where Classification Rate**

1 **Changed.**

2 If the Union challenges the classification rate of any new or changed
3 job classification as to which the Company has discussed a revised job
4 description to the Union, and it is determined that the job is not in the
5 correct classification rate, the Company shall pay each employee involved
6 at the corrected rate for time in which the employee has performed the
7 determining duties specified in the job description subsequent to the date
8 on which the Union notifies the Company in writing of its challenge of
9 the classification rate placement and within forty-five (45) calendar days
10 prior to that date.

11
12 **Section 13.7 Misassignment Grievances.**

13 During the life of this Agreement, the Company shall have sole
14 responsibility for making work assignments. The Union, however,
15 may challenge the classification rate of any employee covered by this
16 Agreement based on the contention that the work assigned by the Company
17 differs from the job description to the extent and in such a manner so as
18 to require assigning the employee to an existing or new job that would
19 be in a higher classification rate after applying the guidelines of this
20 Article. Disputes based on such contention may be settled in accordance
21 with Article 19.

22
23 **Production Mechanic A*** = can be assigned to perform all Production
24 Mechanic B functions, router operator, plastic rotomold operator, pattern
25 making, forklift operator (including, without limitation, hazardous
26 materials), and shaper set-up. Must have required certifications or
27 qualifications. May be required to assign and assist other production
28 mechanics at management discretion. Can be assigned to lead or train
29 **Section 13.8 Jobs List.**

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Job Classification	Minimum Rate of Pay	6/4/07 Max.	6/1/08 Max.	6/1/09 Max.
Production Mechanic A	\$13.36	\$25.40	\$26.16	\$26.94
Production Mechanic B	\$11.00	\$22.89	\$23.58	\$24.29
Maintenance Mechanic A	\$15.91	\$27.89	\$28.73	\$29.59
Maintenance Mechanic B	\$14.21	\$26.26	\$27.05	\$27.86
Inspection Mechanic A	\$14.21	\$26.26	\$27.05	\$27.86
Inspection Mechanic B	\$12.51	\$24.56	\$25.30	\$26.06
Tooling Mechanic A	\$14.21	\$26.26	\$27.05	\$27.86
Tooling Mechanic B	\$12.51	\$24.56	\$25.30	\$26.06
Development Mechanic A	\$16.91	\$28.93	\$29.80	\$30.69
Development Mechanic B	\$15.21	\$27.30	\$28.12	\$28.96

1 other production mechanics in daily work. Must demonstrate leadership,
2 training and communications skills.

3

4 **Production Mechanic B** = can be assigned to any and all assembly and
5 fabrication activities associated with building products including but not
6 limited to: general cell lay-up, assembly, trim, shaper, paint, sanding,
7 all plaster/permanent mandrel production tasks, Ultem forming, ply-
8 cutters, product rework/repair, shipping & receiving, resin room, material
9 distribution (including non-hazardous material fork lift operation) and
10 area clean-up.

11

12 **Maintenance Mechanic A*** = can be assigned to perform any Maintenance
13 job tasks for which he or she has the appropriate qualifications, licenses
14 and/or certifications to perform. Can be assigned to perform all
15 Maintenance Mechanic B functions. May be required to assign and
16 assist other maintenance mechanics at management discretion. Can be
17 assigned to lead or train other maintenance mechanics in daily work. Must
18 demonstrate leadership, training and communications skills.

19

20 **Maintenance Mechanic B** = can be assigned to perform all building
21 and equipment maintenance, modification, relocation, installation,
22 construction, demolition, and area clean-up for which he or she is qualified
23 to perform.

24

25 **Inspection Mechanic A*** = can be assigned to any and all inspection
26 tasks including Material Review Board (MRB) disposition approval and
27 First Article Inspection (FAI) where qualified and holding appropriate
28 certifications. Can be assigned to lead and train other Inspection B
29 technicians in daily work responsibilities. Can be assigned to lead or
30 train other inspection mechanics in daily work. May be required to assign
31 and assist other mechanics at management discretion. Must demonstrate
32 leadership, training and communications skills.

33

34 **Inspection Mechanic B** = can be assigned to perform all Quality
35 Assurance inspection activities, including MRB initiation and receiving
36 inspections, where qualified and holding appropriate certifications. Skills
37 and attributes must include interpersonal skills and ability to assist others
38 regarding compliance and conformity requirements.

39

40 **Tooling Mechanic A*** = can be assigned to perform all Tooling Mechanic

1 B functions and all other activities as required to meet production needs.
2 May be required to assign and assist other mechanics in daily work. Can be
3 assigned to lead or train other tooling mechanics at management discretion.
4 Must demonstrate leadership, training and communications skills.

5
6 **Tooling Mechanic B** = can be assigned to perform any and all tooling
7 functions for which he or she is qualified and holds appropriate
8 certifications.

9
10 **Development Mechanic A*** = can be assigned to direct or participate
11 in research, design, test, and development tasks, including materials,
12 equipment, and processes. These tasks require the appropriate
13 qualifications to develop and repair pneumatics, hydraulics, pressure
14 and vacuum systems, heating systems, electric motors and components,
15 controls, and wiring. Must be able to set up and operate machine shop
16 equipment, such as mills, lathes, brakes, shears, saws, surface grinders,
17 welders, as well as various power hand tools. Assignments require strong
18 blueprint and specification reading skills and math skills, including
19 algebra and trigonometry. Can be assigned to perform all Development
20 Mechanic B functions. Can be assigned to lead, train, and assist others
21 in all functions of the job. Must demonstrate leadership, training and
22 communication skills.

23
24 **Development Mechanic B** = can be assigned to perform research,
25 design, test, and development tasks, including materials, equipment,
26 and processes. These tasks can include development and/or repair of
27 pneumatics, hydraulics, pressure and vacuum systems, heating systems,
28 electric motors and components, controls, and wiring. Can be assigned to
29 set up and operate machine shop equipment, such as mills, lathes, brakes,
30 shears, saws, surface grinders, welders, as well as various power hand
31 tools. Assignments can require strong blueprint and specification reading
32 skills and math skills, including algebra and trigonometry.

33 * A higher classified employee may perform incidental work functions of
34 lower classifications as required to meet production needs.

35
36 Management will not require "A" classification employees to be responsible
37 for management functions or decisions, such as formal written employee
38 evaluations, overtime assignments, disciplinary or discharge decisions,
39 handing out paychecks, permanent upgrades, or to be responsible for the
40 quality or quantity of work performed by other employees. Management

1 and “A” classification employees will communicate on all facility
2 operational and productivity issues.

3
4 **ARTICLE 14**
5 **SENIORITY**
6

7 **Section 14.1**

8 Employees will be recalled in seniority order and laid off in reverse
9 seniority order within job classifications. For those employees with the
10 same seniority date, the Company will utilize the employee’s “clock
11 number” (last 4-digits of the social security number), lowest to highest
12 clock number to select those employees identified for layoff, and the
13 highest to lowest clock number for recall.
14

15 **Section 14.2 Accumulation of Seniority.**

16 The seniority of an individual at any time (subject to the other sections
17 of this Article 14) shall be:

18
19 **14.2(a)** The amount of IAM bargaining unit seniority he had
20 immediately prior to the effective date of this Agreement for
21 the purpose of promotions according to Job Classifications as
22 specified in Section 13.8.
23

24 **14.2(b)** The time after such effective date that he is on the active
25 payroll of the Company within any bargaining unit to which this
26 Agreement relates; plus
27

28 **14.2(b)(1)** time lost by reason of industrial injury,
29 industrial illness, or jury duty; plus
30

31 **14.2(b)(2)** time on leave of absence granted for the
32 purpose of serving in the Armed Forces of the United
33 States; plus
34

35 **14.2(b)(3)** time spent on authorized leave of absence
36 for Union business; plus
37

38 **14.2(b)(4)** time spent on leave of absence granted by the
39 Company for the purpose of permitting an employee to
40 engage in activities requested by the Company; plus

1
2 **14.2(b)(5)** time spent on authorized leave of absence
3 granted because of pregnancy or to cover periods of
4 non-industrial injury or illness, not to exceed one (1)
5 year during any such period; plus
6

7 **14.2(b)(6)** the first ninety (90) days of any other
8 authorized leave of absence; plus
9

10 **14.2(b)(7)** time on disability retirement from any such
11 unit provided the employee qualifies to return to the
12 active payroll; plus
13

14 **14.2(b)(8)** time on layoff equal to length of employment
15 not to exceed six (6) years.
16

17 **Section 14.3 Loss of Seniority.**

18 **14.3(a)** An individual shall lose seniority rights for the following
19 reasons:
20

21 **14.3(a)(1)** Resignation. (An individual who, while on
22 leave of absence, engages in other employment or fails
23 to report for work or to obtain renewal of his leave on
24 or before its expiration, will be considered as having
25 resigned.)
26

27 **14.3(a)(2)** Discipline and discharge for cause.
28

29 **14.3(a)(3)** Failure to return to work within fourteen
30 (14) regular workdays after dispatch by certified mail,
31 return receipt requested, of a recall from layoff unless
32 such period is extended by the Company.
33

34 **14.3(a)(4)** An employee that is absent for more
35 than three (3) days without notifying the Company,
36 except that this sentence shall not be interpreted to
37 prohibit Company discipline including discharge for
38 absenteeism.
39

40 **14.3(a)(5)** Retirement (excludes those employees on

1 disability retirement who qualify to return to the active
2 payroll.)

3
4 **14.3(a)(6)** An employee who fails to report to work at
5 the end of his vacation period without justifiable reason
6 and without notice thereof shall be terminated and cease
7 to have seniority.
8

9 The Company shall keep and maintain a seniority list of all
10 employees having seniority rights, which list shall be open to
11 inspection by the Union at all reasonable times; and upon request,
12 a copy of the stated seniority list shall be given to the steward or
13 the Business Representative of the Union.
14

15 Employees shall bear the responsibility of notifying the Company
16 of proper post office addresses or any change of address, and the
17 Company shall be entitled to rely upon the address shown by its
18 records so obtained.
19

20 An employee with seniority who is drafted or enlists for service
21 in the Armed Forces of the United States of America shall, if
22 within ninety (90) days after his honorable release from such
23 service, apply for re-employment, be restored to his former
24 position together with all accumulated seniority in accordance
25 with the provisions of this Agreement and the laws of the United
26 States.
27

28 The Company may transfer or promote employees covered by
29 this Agreement to supervisory positions. Employees transferring
30 to salaried positions shall retain their bargaining unit seniority
31 but shall not accumulate additional seniority while they remain
32 in such salaried positions. The Company at any time may transfer
33 or demote to positions within this unit those employees who have
34 seniority under this Article. Such transfers or demotions may be
35 made subject only to the job return rights of others.
36

37 **14.3(b)** Any employee of the Company outside of a collective
38 bargaining unit covered by this Agreement who is discharged
39 or quits shall be considered a new hire without seniority if
40 subsequently employed within the bargaining unit.

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Section 14.4 Nature of Seniority Rights.

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

Section 14.5 Probationary Employees.

Newly hired employees, for the first ninety (90) days of employment, shall be considered as on probation and without seniority. However, if a probationary employee is laid off and rehired within a period of time not in excess of the time he had previously spent as a probationary employee, he will be credited with the time previously worked toward the completion of his probationary period. Upon the completion of his probationary period, his seniority date will then be established as of ninety (90) days prior to the completion date of his probationary period.

During such ninety (90) day period, probationary employees may be laid off or terminated at the discretion of the Company. Such layoffs or terminations during the probationary period shall not be subject to the grievance and arbitration procedure.

**ARTICLE 15
LEAVE OF ABSENCE — MEDICAL LEAVE**

An employee, upon written request accompanied by proper medical documentation satisfactory to the Company, shall be granted a medical leave of absence without pay for a period of time equal to his length of service from the last date of hire or rehire to a maximum of two (2) years.

The Company may, at its discretion, require any employee to be examined at its expense by a physician of its choice. Physician to be a board certified specialist in the appropriate field.

The Company may, at its discretion, grant the employee the privilege of renewing such medical leave for a like period of time, provided that in the initial leave or any renewal thereof, the employee shall maintain contact with the Company, informing said Company of medical progress; and the Company may, at its discretion, require that the employee returning from a leave of absence be subject to a medical examination before returning to work.

1
2 The Company shall comply with the provisions of the Family and Medical
3 Leave Act (FMLA). Eligible employees who apply for a leave under the
4 FMLA which is not covered by other provisions of the Agreement will be
5 required to first exhaust fifty percent (50%) of any accumulated vacation
6 time provided under other provisions of the Agreement in accordance
7 with Federal law.

8
9 **ARTICLE 16**
10 **PERSONAL LEAVE**

11
12 A leave of absence may be granted for personal reasons and without pay for
13 a definite period of time not to exceed fifteen (15) working days and may
14 be renewed for a further period upon application to the Company. Personal
15 leaves and extensions thereof shall be at the discretion of the Company,
16 it being understood that the Company shall give special consideration to
17 those cases involving sickness, and his or her absence from work will
18 not cause undue interference with production. Applications for leave and
19 extensions shall be in writing signed by the employee and shall contain
20 information concerning the reason for the leave and the period of leave
21 time requested. Copies of leaves and extensions shall be provided to the
22 Business Representative of the Union.

23
24 An employee who obtains a leave of absence under this provision and
25 engages in other employment, or gives a false reason for leave of absence,
26 or engages in other activity other than that for which the leave was granted,
27 or shall fail to return to work at the end of the leave period will lose his
28 or her seniority status as an employee of the Company.

29
30 **ARTICLE 17**
31 **HEALTH AND SAFETY**

32
33 **Section 17.1 Mutual Objective.**

34 The Union and Company recognize the value of working together to
35 maintain high standards of occupational health and safety throughout the
36 Company. Both parties commit to work together to create an environment
37 which promotes a positive approach to processes, attitudes and activities
38 that bring about the changes necessary to achieve a workplace free of
39 incidents, accidents and injuries. It is our intent that no employee shall
40 be required to perform work that involves an imminent danger to health

1 or physical safety.

2
3 **17.1(a) Health and Safety in the Workplace.** The Union and
4 the Company are committed to working together to maintain a
5 healthy and safe workplace. Both parties agree that all employees
6 should be actively involved in creating a safe workplace and
7 complying with all applicable safety and health policies and
8 procedures. Both parties recognize that good physical health and
9 being prepared to do physical work may reduce injuries. Together,
10 the parties will explore methods to promote health programs.
11

12 **Section 17.2 Health and Safety Focal Points.**

13 The Union and the Company will designate a health and safety focal point
14 for the facility. The Union will designate a Business Representative or
15 appropriate delegate as the Union's focal point. The Company will designate
16 the appropriate site safety manager, or his designee, as the Company's
17 focal point. The focal points will be the contact for occupational health
18 and safety issues at the facility. In addition, the Union focal point will
19 represent the Union at health and safety regulatory agency site reviews
20 requiring Union participation, including walk-around inspections and
21 complaint investigations. All focal point assignments from the Union and
22 the Company shall change every two (2) years.
23

24 **Section 17.3 Use of Safety Devices.**

25 **17.3(a)** The Company will furnish proper, modern and sanitary
26 safety devices (except eyeglasses ground and fitted to individual
27 requirements) for all employees working on potentially hazardous
28 work. It shall be mandatory for all employees to use such
29 devices when the Company determines that they are necessary.
30 The Company shall replace any Company approved employee
31 provided prescription safety glasses or approved safety shoes
32 accidentally and irreparably damaged while performing their
33 job assignment if the employee's own negligence or lack of care
34 was not a primary factor.
35

36 **17.3(b)** The Union and the Company have a longstanding
37 commitment to individual employee safety and regulatory
38 compliance. This commitment extends to issues regarding
39 personal protective equipment and safety devices and the value
40 of working together to create an injury-free workplace. To further

1 their commitment, the parties have agreed that the Company will
2 maintain a process that will provide employees up to \$75.00 per
3 year towards the purchase of approved safety shoes where such
4 shoes are mandatory due to regulatory compliance or Company
5 directive.
6

7 **Section 17.4 Safety Health and Environmental Reporting Process**
8 **(SHERPS).**

9 The parties agree that the preferred process for addressing the health and
10 safety matters is the SHERP process. SHERPs are a tool that formally
11 allows the employee, manager, and other parties, as needed, to work
12 together to resolve health and safety concerns and document the solutions.
13 Further, it is the intent of the parties to immediately resolve safety-related
14 problems at the location where the safety or health concern arises;
15 therefore, the parties encourage the appropriate Company and Union focal
16 points to be an integral part of the resolution process. A copy of the closed
17 SHERP form shall be furnished to the safety office.
18

19 **Section 17.5 Requirement of Medical Examination.**

20 In the interest of continued health and safety of individuals and their
21 fellow employees, any applicant for employment, any employee returning
22 from layoff or leave of absence, any employee requesting return from
23 disability retirement or medical layoff, any employee with a medical
24 recommendation, or any other active employee may be required by the
25 Company to undergo a medical examination by a Health Care Provider of
26 the Company's selection. Applicants and employees will be furnished a
27 copy of the Health Care Provider's report and/or medical recommendation
28 upon their request. If an employee is found to be incapable of performing
29 the work functions of the job title because of a medical recommendation,
30 the Company will attempt to place such employee in available work which,
31 in the opinion of the Company, he is medically capable of performing. In
32 the event that reassignment to a lower labor grade, denial of promotion,
33 denial of return to active employment, involuntary separation from the
34 payroll or other adverse action results from the Company's finding of
35 medical disqualification, the Union may take such finding through the
36 regular grievance channels; and such grievance, in order to be processed,
37 (a) must be supported by medical testimony which is contradictory to the
38 Company's findings and (b) must be filed by the Business Representative
39 with the designated representative of the Company within seven (7)
40 workdays after the date of such reassignment to a lower labor grade, such

1 denial of promotion, such denial of return to active employment, such
2 involuntary separation from the payroll or such other adverse action.

3
4 **17.5(a)** The Company will maintain emergency first aid service
5 at other locations unless such service is available from military
6 or other sources.

7
8 **17.5(b)** When an employee at work requires immediate medical
9 attention by a private medical practitioner or at a hospital due to
10 an industrial injury/illness or exposure to hazardous agents in the
11 work environment, and the employee is not able to provide his
12 own transportation, the Company will provide the transportation
13 to and from the employee's normal work location. If such an
14 employee is returned to his work location too late to use his
15 normal transportation home, the Company will provide that
16 transportation.

17
18 **Section 17.6 Medical Recommendations.**

19
20 **17.6(a)** A medical recommendation is a description of an
21 employee's functional capabilities (i.e. physical or cognitive
22 abilities) which are limited due to a medical condition. Medical
23 recommendations are issued by the Company based on a
24 review of relevant information, including information from the
25 employee's community Health Care Provider when available.

26
27 **17.6(b)** An employee who may need a new medical recommendation
28 or the removal of a current medical recommendation, shall have
29 the responsibility to report to the Company designated location
30 and provide the following information, as applicable:

31
32 **17.6(b)(1)** Upon the employee's return to work,
33 the employee's community Health Care Provider's
34 statement including the date the employee is released
35 to return to work, and the employee's functional
36 capabilities;

37
38 **17.6(b)(2)** To report for re-evaluation when the period
39 of a time-limited medical recommendation has elapsed,
40 with a statement from the employee's community Health

1 Care Provider regarding the functional capabilities if
2 available;

3
4 **17.6(b)(3)** A statement by the employee's community
5 Health Care Provider pertaining to his medical
6 condition, or change to such condition, including a
7 statement of the employee's functional capacities.
8

9 If the Company agrees that the medical condition of the
10 employee warrants the initiation, removal or modification of a
11 medical recommendation, such action will be taken. A medical
12 recommendation placed in an employee's folder will be removed
13 when the medical recommendation expires, or is discontinued
14 by the Company.
15

16 **Section 17.7 Employees with Injuries or Illnesses.**

17 The parties agree to follow the Company's Return to Work Policy for
18 employees who are unable to perform any functions of their job because
19 of injury or illness. Such policy will be mutually agreed upon by the
20 Company and the Union.
21

22 **Section 17.8 Employee Assistance.**

23 The parties will cooperate in expanding employee assistance programs
24 in order to promote the health and well-being of the workforce. These
25 programs include the following:

26 **17.8(a) Wellness Programs.** The Company will emphasize
27 programs to improve the health and wellness of the workforce.
28 Examples would include health monitoring, exercise, hypertension
29 classes, weight loss programs and stop-smoking classes.
30

31 **17.8(b) Joint Company-Union Alcohol and Drug Dependency**
32 **Program.** The parties recognize that drug and alcohol usage
33 can adversely affect an employee's job performance and the
34 maintenance of a safe and productive work environment and
35 can undermine public trust and confidence in the Company's
36 products. Accordingly, they agree to cooperate in substance abuse
37 awareness and education.
38

39 **ARTICLE 18**
40 **STRIKES AND LOCKOUTS**

1
2 The Union agrees that during the term of this Agreement, and regardless
3 of whether an unfair labor practice is alleged (a) there will be no strike,
4 sit-down, slow down, picketing, walk-out or any other interruption of work
5 and (b) the Union will not directly or indirectly authorize, encourage or
6 approve any refusal on the part of employees to proceed to the location
7 of normal work assignment where no rare or unusual physical hazard is
8 involved in proceeding to such location. Any employee who violates this
9 clause shall be subject to discipline. The Company agrees that during the
10 term of this Agreement there will be no lockout of employees covered
11 by this Agreement. Any claim by either party that the other party has
12 violated this Article 18 shall not be subject to the grievance procedure or
13 arbitration provisions of this Agreement, and either party shall have the
14 right to submit such claim to the court.
15

16 **ARTICLE 19**
17 **GRIEVANCE PROCEDURE**
18

19 Should differences arise between the Company and its employees
20 (either individually or collectively) as to the meaning and application
21 of the provisions of this Agreement or should differences arise about
22 matters not specifically mentioned in this Agreement having to do with
23 wages, hours, or conditions of employment, an earnest effort shall be
24 made to settle any such differences at the earliest possible time by use of
25 the following procedure:

26 **STEP 1:** The aggrieved employee shall present his
27 grievance to his Supervisor with a Steward
28 present, and the grievance shall be answered
29 by the Supervisor before the end of the second
30 working day following the day on which the
31 grievance was presented to the Supervisor.
32 The grievance must be presented within ten
33 (10) working days of the event resulting in the
34 grievance or within ten (10) working days after
35 the subject of the grievance is known to the
36 employee, or shall not be considered.
37

38 **STEP 2:** If the grievance is not adjusted satisfactorily
39 in Step 1 of the Grievance Procedure, it shall
40 be reduced to writing, signed by the employee

1 and/or Steward, and presented to the Senior
2 Manager or his designee. Said Management
3 shall meet with the Steward at a time mutually
4 agreed upon, but in no event later than five
5 (5) working days after receipt of such written
6 grievance. The Management's written answer
7 shall be given within two (2) working days
8 following the meeting in which the limit may
9 be extended by mutual agreement between the
10 parties. Both the Company and the Union may
11 have additional parties participate in meetings
12 at this step of the Grievance Procedure,
13 and it is understood that such persons shall
14 have reasonable access to the plant for the
15 purpose of discussing the grievance.
16

17 STEP 3: If the grievance is not satisfactorily settled,
18 the Union may move the grievance to Step 3
19 within ten (10) days of receipt of the Company's
20 written Step 2 answer. The HR Director or
21 his designee agrees to meet with the Union
22 Business Agent and Steward for the purpose
23 of resolving any outstanding grievances. The
24 Company will provide a written response to
25 the Union within five (5) days of the Step 3
26 meeting.

27 STEP 4: Grievances not satisfactorily settled in Step 3
28 may be appealed to an impartial arbitrator. If
29 the Union or the Company desires to arbitrate
30 a grievance, they shall notify the other party in
31 writing to that effect within thirty (30) calendar
32 days following receipt of the Company's written
33 Step 3 response. The parties will attempt to
34 agree on an arbitrator. If the parties cannot
35 agree upon an arbitrator, the grieving party will
36 request a list of seven (7) arbitrators from the
37 Federal Mediation and Conciliation Service.
38 The parties shall alternately strike names from
39 the list until one (1) name remains; this shall
40 be the arbitrator to hear the grievance. The

1 parties will flip a coin to determine who strikes
2 first. The decision of the arbitrator shall be final
3 and binding on both parties to this Agreement.
4 Each party shall bear the expense of its own
5 presentation. The arbitrator shall be paid
6 equally between the Company and the Union.
7 The arbitrator's authority shall be limited to
8 those matters concerning interpretation of this
9 Agreement.
10

11 In the event an employee shall be suspended or discharged from
12 employment for any reason, such discharge shall constitute a grievance
13 matter to be handled in accordance with the procedure set forth herein,
14 including arbitration. The time limitations set forth herein for presenting
15 and deciding grievances may be extended by mutual consent of the parties;
16 except that the Company agrees that in matters of discharge the Union
17 shall, upon request, be granted an extension of time not to exceed five
18 (5) working days in which to present discharge grievance. A grievance
19 concerning a suspension or discharge may begin at Step 2 of the grievance
20 procedure and must be filed within ten (10) working days of the suspension
21 or termination.
22

23 **ARTICLE 20**

24 **MISCELLANEOUS**

25

26 **Section 20.1 Inventions.**

27 **20.1(a)** Employees shall be permitted to retain ownership of an
28 invention conceived or developed by them if the invention (a)
29 was developed entirely on the employee's own time and the
30 invention is one for which no equipment, supplies, facilities,
31 or trade secret information of the Company was used; and (b)
32 does not (i) relate directly to the business of the Company or
33 to the Company's actual or demonstrably anticipated research
34 or development, or (ii) result from any work performed by
35 the employees for the Company. All other inventions shall
36 be the property of the Company, and employees shall assist
37 the Company in the protection of such inventions as directed
38 by the Company.
39

40 **20.1(b)** No employee shall be required, as a condition of

1 employment or continued employment, to sign an invention
2 agreement which contravenes the provisions of this Section.
3

4 **Section 20.2 Sabotage.**

5 The Union agrees to report to the Company when it has knowledge of
6 any acts of sabotage or damage to or the unauthorized or unlawful taking
7 of Company, government, customer or any other person's or employee's
8 property. The Union further agrees, if any such acts occur, to use its
9 best efforts in assisting to identify and apprehend the guilty person or
10 persons.
11

12 **Section 20.3 Nondiscrimination.**

13 All terms and conditions of employment included in this Agreement
14 shall be administered and applied without regard to race, color, religion,
15 national origin, status as a disabled or Vietnam era veteran, age, gender,
16 sexual orientation or the presence of a disability, except in those instances
17 where age, gender, or the absence of a disability may constitute a bona
18 fide occupational qualification. If administration and application of the
19 contract is not in contravention of federal or state law such administration
20 or application shall not be considered discrimination under this Section
21 20.3. Notwithstanding any other provision of this Section 20.3 or of this
22 Agreement, a grievance alleging a violation of this Section 20.3 shall
23 be subject to the grievance and arbitration of provisions of this Agreement
24 only if it is filed on behalf of and pertains to a single employee. Class
25 grievances based on alleged violation of this Section 20.3 shall not be
26 subject to the grievance procedure and arbitration procedures of this
27 Agreement.
28

29 **Section 20.4 Masculine - Feminine References.**

30 In construing and interpreting the language of this Agreement, reference
31 to the masculine, such as "he", "him", and "his", shall include reference
32 to the feminine.
33

34 **Section 20.5 Security Interviews.**

35 Each employee has the right, during an investigation which the employee
36 reasonably believes may result in discipline, to request the presence of
37 his shop steward, if the shop steward is available. If his shop steward
38 is not available, such employee may request the presence of another
39 immediately available shop steward. If a shop steward, pursuant to
40 the employee's request, is present during such an interview, the shop
steward, in addition to acting as an observer, may, after the investigator

1 has completed his questioning of the employee, ask additional questions
2 of the employee in an effort to provide information which is as complete
3 and accurate as possible. The shop steward shall not obstruct or interfere
4 with the interview.
5

6 **Section 20.6 Subcontracting.**

7 Both parties recognize the need to subcontract to create operational
8 efficiencies and the potential to grow the business by acquiring new work.
9 To that extent, the Company will discuss subcontracting plans and new
10 work decisions at the management-stewards meetings every other week
11 (Section 3.1(b)). It is not the intent of the Employer to subcontract work
12 customarily and currently performed by the Employer in the Spokane
13 plant by its own employees, during a reduction in force, or which would
14 as a consequence result in a reduction in force.
15

16 **ARTICLE 21**
17 **LAYOFF, RECLASSIFICATION AND RECALL RIGHTS**
18

19 **Section 21.1**

20 Upon layoff, employees have the right to return to the job classification
21 held prior to layoff for a period equal to length of service up to a maximum
22 of six (6) years from the date of layoff.
23

24 **Section 21.2**

25 It is the intent of the Company and the Union to layoff and recall from
26 layoff using the principal of seniority as called for in Sections 14.1 and 21.1
27 of this Agreement. The following will establish the procedure used.
28

29 The Company shall determine layoffs by Job Classifications. Layoffs
30 shall be on a voluntary basis first. Should there be an insufficient number
31 of volunteers, layoffs shall then be in reverse seniority order within the
32 Job Classification. Should there be too many volunteers, then the most
33 senior of the volunteers shall be laid off. Employees identified for layoff
34 shall have the right to bump:
35

- 36 1) Less senior employees in the same Job Classification
37 (i.e., Mechanic A to Mechanic B);
- 38
- 39 2) Less senior employees in any Job Classification in
40 which the employee has worked one hundred (100) or

1 more consecutive calendar days in the previous seven
2 (7) years.
3

4 It is further the intent to recall laid off employees in seniority order to
5 the Job Classification held prior to layoff or any other Job Classification
6 the employee has held for ninety (90) or more consecutive calendar days
7 in the previous six (6) years. It is understood an employee who does
8 not exercise their bumping rights give up their recall rights to that Job
9 Classification.
10

11 **ARTICLE 22**
12 **PROMOTIONAL PROCEDURES**
13

- 14 A. Classification “A’s” will be selected by seniority within
15 the job classification.
16
- 17 B. Promotions shall be by seniority and will be subject
18 to a ninety (90)-day evaluation period, during which
19 time they will be coded as a temporary classification
20 per Section 6.14. Employees who fail to qualify will
21 be returned to their former job classification.
22
 - 23 1. A promotion is a job which has a higher rate
24 of pay.
25
 - 26 2. The Employer shall select the senior qualified
27 employee applying. Such selection shall be
28 subject to Article 19.
29
 - 30 3. “Qualifications” shall mean the minimal
31 qualifications for the classification as
32 determined by management, which shall be
33 put in writing and posted. These minimum
34 qualifications shall not be subject to Article
35 19.

36 **ARTICLE 23**
37 **DURATION**
38

39 This Agreement shall become effective as of the beginning of first shift
40 on June 04, 2007 (which date is the date as of which this Agreement was
executed, sometimes referred to as the “effective date of this Agreement”)
-53-

1 and shall remain in full force and effect until midnight at the close of
2 June 3, 2010, and shall automatically be renewed for consecutive periods
3 of one (1) year thereafter, unless either party shall notify the other in
4 writing, at least sixty (60) days but not more than ninety (90) days prior
5 to June 3 of any calendar year, beginning with 2010, of its desire to
6 terminate the Agreement, in which event this Agreement shall terminate at
7 midnight at the close of such June 3, unless renewed or extended by
8 mutual written agreement. In the case of such notice the parties agree
9 to meet immediately thereafter for the purpose of negotiating a new
10 Agreement or a written renewal of this Agreement.

11
12 INTERNATIONAL ASSOCIATION
13 OF MACHINISTS AND
14 AEROSPACE WORKERS, AFL-CIO
15

TRIUMPH COMPOSITE
SYSTEMS, INC.

16
17 By: Tom Woblewski
18
19 President and Directing
20 Business Representative
21 District Lodge 751, IAM&AW
22

By: Marilyn B. Thomas
23
24 President

25
26 By: Mark A. Blordin
27 Aerospace Coordinator
28 IAM&AW
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LETTERS

OF

UNDERSTANDING

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LETTERS OF UNDERSTANDING
TABLE OF CONTENTS

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2	Performance Bonus and Lump Sum Payment	44
3	MQA/Quality Assurance, Roles and Responsibilities	45

1 LETTER OF UNDERSTANDING NO. 1

2

3 Subject: Attendance Policy

4

5 The Company agrees to revise the current hourly attendance policy to
6 read as follows:

7

8 Employees who have absences not covered by approved accrued PTO
9 or vacation credits will not be treated as occurrence on a one-time basis
10 every calendar year in the following case only:

11

12 A medically documented personal medical absence of no less than two
13 (2) consecutive days.

14

15 Any future changes to the current Company Attendance Policy must
16 be discussed with the Union thirty (30) days prior to the change being
17 implemented.

18

19 Dated this 4th day of June, 2007.

20

21

22 

23

24 Mary Lou B. Thomas

25

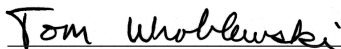
26 President

27

28 Triumph Composite Systems, Inc.

29

30

31 

32

33 Tom Wroblewski

34

35 President and Directing Business Representative

36

37 District Lodge 751, IAM&AW

38

39

40

1 LETTER OF UNDERSTANDING NO. 2

2
3
4 Subject: Performance Bonus and Lump Sum Payment

5
6 The Company agrees to pay employees covered by this Agreement
7 and on the active payroll as of June 04, 2007, a performance bonus of
8 seventy-five dollars (\$75) per full month of Triumph service (fifty-three
9 (53) months for employees hired in January 2003) (minimum nine hun-
10 dred dollars (\$900) per employee), less applicable withholdings paid on
11 or before June 22, 2007.

12
13 Dated this 4th day of June, 2007

14
15
16
17 

18 _____
19 MaryLou B. Thomas
20 President
21 Triumph Composite Systems, Inc.

22
23
24
25 

26 _____
27 Tom Wroblewski
28 President and Directing Business Representative
29 District Lodge 751, IAM&AW

1 LETTER OF UNDERSTANDING NO. 3

2
3
4 Subject: MQA/Quality Assurance, Roles and Responsibilities

5
6 Manufacture Quality Acceptance (MQA) is the process whereby the
7 operator that produces a product or performs a task will also inspect
8 and review the product and data to determine if the product/task con-
9 forms to requirements as specified on the manufacture plan. This is
10 indicated by having the same employee stamp off each operation of his
11 or her work as conforming to manufacturing plan requirements.

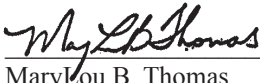
12
13 The MQA process is founded on two principles:

- 14
15 1. Individuals are responsible for the quality of their own work.
16 2. It is best to prevent rather than to pass on defects.

17
18 There will be a union steward on the MQA team as defined in TCS
19 procedure 824MQA.

20
21 Inspection Mechanics shall not be laid off or receive a pay reduction as
22 a consequence of MQA implementation for the life of this Agreement.

23
24 Dated this 4th day of June, 2007

25
26
27
28
29 

30 _____
31 MaryLou B. Thomas
32 President
33 Triumph Composite Systems, Inc.

34
35
36
37 

38 _____
39 Tom Wroblewski
40 President and Directing Business Representative
District Lodge 751, IAM&AW

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ATTACHMENT A

MEDICAL BENEFITS PACKAGE

**MEDICAL BENEFITS AT A GLANCE
(PPO)**

	Preferred Benefits when you use preferred providers	Non-Preferred Benefits when you use other providers
Deductible Amounts <i>(Per calendar year)</i>	\$200/Person \$400/Family Waived for: Emergency use of ER; physician non-surgical office visits; APM \$5 co-pay generic, \$15 co-pay brand formulary, \$30 co-pay non-formulary brand; Mail Order \$10 co-pay generic, \$30 co-pay brand formulary, \$60 co-pay non-formulary brand. <i>All Rx co-pays excluded from co-insurance limit</i>	\$400/Person \$800/Family
Annual Co-Insurance Limit	\$2,000/Person \$4,000/Family	\$4,000/Person \$8,000/Family
Physicians Services Non-Surgical Office Visits	100% after \$15 co-pay	60% after deductible
Pediatric <i>(6 visits the first year, 1 visit per year until age 6, includes immunizations)</i>	100% after \$15 co-pay	No benefits
Routine Physical Exam <i>(Over 6 years of age - 1 per 24 months, \$250 maximum)</i>	100% after \$15 co-pay	No benefits
Routine Ob/Gyn Exam <i>(1 per calendar year, including Pap smear & related lab fees)</i>	100% after \$15 co-pay	No benefits

**MEDICAL BENEFITS AT A GLANCE
(PPO)**

	Preferred Benefits when you use preferred providers	Non-Preferred Benefits when you use other providers
Routine Mammography <i>(limited to 1 baseline from ages 35-40, 1 every other year from 40-50, 1 per year over age 50)</i>	100% after \$15 co-pay	No benefits
Specialist - Non-surgical Office Visit	100% after \$15 co-pay	60% after deductible
Surgery <i>(Inpatient/Outpatient)</i>	90% after deductible	60% after deductible
Lab Work		
Performed in doctor's office	90% after \$15 co-pay	60% after deductible
Performed in Laboratory	90% after deductible	*4
Hospital		
Inpatient	90% after deductible	60% after deductible <i>plus</i> an additional \$500 per confinement deductible
Outpatient	90% after deductible	60% after deductible
Emergency Room		
Emergency	100% after \$50 co-pay	60% after deductible *2
Non-Emergency	No benefits	No benefits
Alcohol and Substance Abuse Disorders	<i>Excluded from co-insurance limit</i>	<i>Excluded from co-insurance limit</i>
Inpatient	90% after deductible	60% after deductible <i>plus</i> an additional \$500 per confinement deductible
Outpatient benefit	100% after \$15 co-pay; to a maximum benefit of \$1,500 per calendar year	50% to a maximum of \$1,000 per calendar year

**MEDICAL BENEFITS AT A GLANCE
(PPO)**

	Preferred Benefits when you use preferred providers	Non-Preferred Benefits when you use other providers
Mental/Nervous Disorders		
Inpatient	90% after deductible to a maximum of 30 days lifetime	60% after deductible to a maximum of 30 days lifetime, <i>plus</i> an additional \$500 per confinement deductible
Outpatient	100% after \$15 co-pay per visit to a maximum of 26 visits per calendar year	60% after deductible to a maximum of 26 visits per calendar yr
<u>FAILURE TO CERTIFY:</u> <u>Hospital Admissions,</u> <u>Skilled Nursing</u> <u>Facility Stays</u> <u>Hospice Care,</u> <u>Home Health Care, and</u> <u>Private Duty Nursing</u>	No reduction in benefits	\$500 reduction in benefits, per occurrence
Prescription Drugs	APM - 100% after \$5 co-pay generic, \$15 co-pay brand formulary, \$30 co-pay non-formulary brand Mail Order - 100% after \$10 co-pay generic/ \$30 co-pay brand formulary, \$60 co-pay non-formulary brand (30 to 90 day supply)	No benefits
Eye Exams	Covered with \$15 co-pay. Maximum 1 exam per 24 months. \$70 reimbursement for contact lenses or glasses every 24 months. Vision One Benefit Program provides significant discounts on eyewear.	No benefits

Other Covered Medical Expenses

Ambulance	80% after deductible
Skilled Nursing Facility	80% after deductible
Home Health Care	80% after deductible
Chiropractic Care	80% after deductible
Hospice Care	80% after deductible

Annual Benefit Maximums *3

Skilled Nursing Facility	120 days per calendar year
Home Health Care	120 visits per calendar year

1 **Lifetime Benefit Maximums *3**

2 **Mental/Nervous Disorders**

3 Inpatient 30 Days

4 Outpatient 104 Days

5

6 Alcoholism/Substance Abuse Disorders \$ 25,000

7 Individual Lifetime Maximum Benefit \$1,500,000

8 *1 *This provision does not apply to or include any charges incurred as a result of*
9 *the co pay (including APM co pay amounts and Mail Order co pays), deductibles,*
10 *non-certification reduction in benefits, or for alcoholism and substance abuse*
11 *disorders.*

12 *2 *When travel to a Preferred Care Provider for an emergency condition, a*
13 *condition which is life threatening or likely to result in permanent disability, is*
14 *not feasible, expenses will be reimbursed at the Preferred level.*

15 *3 *Maximums are a combined limit for Preferred and Non-Preferred services.*

16

17 *4 *Lab work performed at a non-PPO lab but referred by a PPO doctor will be*
18 *paid at 90% after a \$200.00 deductible. Lab work performed at a non-PPO*
19 *lab and referred by a non-PPO provider will be paid at 60% after a \$400.00*
20 *deductible.*

21 This is only a brief summary. Some restrictions may apply. For more specific
22 information about the coverage details, including limitations, exclusions and other
23 Plan requirements, please call the Aetna HEALTHLINE at 1-888-238-6211.

24 **Employee Monthly Contribution To Premium**

25 **15%**

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**MEDICAL BENEFITS AT A GLANCE
(EPO)**

BENEFITS	ELECT CHOICE
Deductible	No deductible
Annual Maximum Co-insurance	Individual \$2,000; Family \$4,000 Applies to 10% inpatient hospital and surgical co-pays only
Maximum Benefit	\$1,500,000
Annual Co-pay Limit	None for flat dollar co-pays
Claim Forms	No claim forms.
<p>Preventive Care: Routine Physicals</p> <p>Annual Gynecological Check-up</p> <p>Eye Exams</p> <p>Hearing Exams</p> <p>Immunizations</p> <p>Well Baby Care & Pediatric Care</p> <p>Early Cancer Screening</p>	<p>Covered in full at primary physician's office with \$15 co-pay</p> <p>Covered in full with \$15 co-pay. (Includes one pap smear per year and related lab fees.) No referral necessary.</p> <p>Covered with \$15 co-pay. Maximum 1 exam per 24 months. \$70 reimbursement for contact lenses or glasses every 24 months. Vision One Benefit Program provides significant discounts on eyewear.</p> <p>Covered with \$15 co-pay. 1 screening per 24 months.</p> <p>Covered with co-pay, except for travel, employment, or flu vaccine.</p> <p>Birth to age 7, covered with \$15 co-pay. 1st year - 6 visits 2nd year - 2 visits Child to age 7 - 1 visit per calendar year.</p> <p>Mammograms covered in full. 1 per calendar year. Std Benefit begins at 40, age 35 exception approved.</p>

**MEDICAL BENEFITS AT A GLANCE
(EPO)**

BENEFITS	ELECT CHOICE
Outpatient Services: Primary Office Visits Specialist Office Visits Surgery applies if services rendered in the X-Ray and Lab Consultations & Second Opinion	Covered in full with \$15 co-pay. Covered in full with \$20 co-pay. Covered with a \$15 co-pay that physician's office. If services are not rendered in the physician's office, the co-pay is 10% of charges (annual maximum co-insurance limit applies). Covered. Co-pay applies if services rendered in physician's office. Covered in full with \$20 co-pay.
Inpatient Hospital Services: Room & Board Same Day Surgery	Co-pay: \$150 plus 10% of charges. Annual maximum co-insurance limit applies. Co-pay: 10% of charges.
National Medical Excellence Program	Included. \$50 per person per night for lodging expenses. \$10,000 maximum applies to travel and lodging.
Maternity Care: Physician Care	Covered with \$15 co-pay on initial visit. 100% thereafter.
Vision One Benefit Program	Significant discounts - see brochure.
Home Health Care (Prescribed Services as an alternative to hospitalization): Physician & Nursing Services Diagnostic Tests Physical & Occupational Therapy Chiropractic Benefit Medical Supplies Homemakers & Home Health Aides	Must be approved in advance by Aetna Home Health Care Dept. Covered in full. Max. 120 visits per calendar year. Covered. Co-pay applies if services rendered in physician's office. Short-term therapy: Covered with \$15 co-pay per visit. Max. 60 days per calendar year. \$20 co-pay per visit when medically necessary. Covered in full. Not covered.

**MEDICAL BENEFITS AT A GLANCE
(EPO)**

BENEFITS	ELECT CHOICE
Mental Health Care: (Provided or arranged for by a Preferred Mental Health Group)	
Outpatient	Covered with a \$20 co-pay per visit. Limited to 25 visits per calendar year. Outpatient visits exchangeable two for one inpatient days.
Inpatient co-insurance limit applies.	Covered 30 days per calendar year. Co-pay: \$150 plus 10% of charges. Annual maximum
Substance Abuse: Inpatient	Co-pay: \$150 plus 10% of charges. 30 day limit per calendar year. Two courses of treatment per lifetime. Annual maximum co-insurance limit does not apply.
Outpatient/Rehabilitation Benefits	Outpatient: Covered with \$20 co-pay per visit. Limited to 30 visits per calendar year; 120 day lifetime maximum. Outpatient visits exchangeable two for one rehab inpatient days.
Out of Area Care	Separate out of area benefit. See the benefits in the packets available.
Emergency Care room is not covered.	\$50 co-pay. Non-emergency use of emergency
Ambulance	Covered in full.
Skilled Nursing Facility	Covered in full. Maximum 120 days per calendar year.
Hospice	Covered in full. Maximum 30 days inpatient; \$5,000 outpatient.
Allergy Injections	Covered in full after \$15 co-pay if injection is rendered with other services/treatment.
Oral Surgery	Covered in full with applicable co-pay.
Temporomandibular Joint Dysfunction (TMJ)	Covered in full with \$15 co-pay. Pre-authorization recommended. Includes treatment that is medical in nature, including exams, x-rays, injections, anesthetics, and physical therapy. Excludes: Orthodontia, tooth reconstruction and dental oral surgery expenses.
Prescription Drugs	Inpatient: Covered in full. Outpatient co-pays: \$5 Generics; \$15 brand name formulary; \$30 non-formulary brand name. Mail-order co-pays: \$10. Generics; \$30 brand name formulary; \$60 non-formulary brand name.

1 **NOTE 1:** This is an overview of the benefits provided. For more detailed description of
2 benefits, contact Aetna U.S. Healthcare.

3 **NOTE 2:** All non-emergency services received, other than from the Primary Care
4 Physician, MUST have a prior written referral from the Primary Care Physician.

5 **NOTE 3:** All flat dollar co-pays and inpatient substance abuse expenses do not apply
6 toward the annual maximum co-insurance limit.
7

8 **Employee Monthly Contribution To Premium**
9 **15%**

10
11
12 **DENTAL SCHEDULE OF BENEFITS**

13 **Deductible:** \$50 Single/\$100 Family

14
15 **Type A Services:**

16 Preventive and Diagnostic 90% (no deductible)

17
18 **Type B Services — Restorative:**

19 Fillings, extractions, root canal 70% (deductible applies)

20 **Type C Services — Major Restorative:**

21 Fixed bridgework, dentures, repair of crowns,
22 inlays, onlays, crown restoration, etc. 50% (deductible applies)

23
24 Above benefits subject to \$1,500 (\$1,700 if you use Delta Preferred Dentists exclusively)
25 annual maximum.

26 **Orthodontics:** 50% \$1,500 lifetime
27 maximum and limited to
28 dependents under age 19
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