

# FINAL PROPOSAL



## COLLECTIVE BARGAINING AGREEMENT



Triumph Composite  
Systems, Inc.  
*A Triumph Group Company*

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1 **COLLECTIVE BARGAINING AGREEMENT**

2  
3 **of May 11, ~~2013~~ 2016**

4  
5  
6 **BETWEEN**

7  
8 **TRIUMPH COMPOSITE SYSTEMS, INC.**

9  
10 **and**

11  
12 **INTERNATIONAL ASSOCIATION OF MACHINISTS**

13 **AND AEROSPACE WORKERS, AFL-CIO**

14 **DISTRICT LODGE 751, LOCAL LODGE 86**

15  
16  
17 THIS AGREEMENT, dated May 11, ~~2013~~ 2016 by and between Triumph Composite Systems, Inc., (the  
18 term "the Company" being hereinafter deemed in each instance to refer to such corporation), and the  
19 International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 751 and Local  
20 Lodge 86, hereafter representing employees of the Company in the units described in Article 1 (the term "the  
21 Union" being hereinafter deemed in each instance to refer to the International Association of Machinists and  
22 Aerospace Workers, AFL-CIO).

1 **ARTICLE 1**

2 **UNION REPRESENTATION**

3  
4 **Section 1.1**

5 The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all employees  
6 engaged in production, manufacture, maintenance, installation, repair, and all associated duties,  
7 including inspectors, tooling, transportation, building maintenance, shipping, receiving and excluding all  
8 other employees, guards and supervisors as defined by the National Labor Relations Act. Above-  
9 recognized employees assigned away from the Spokane Plant are also recognized under this Agreement.  
10

11 **Section 1.2 Union Security.**

12 All employees within the bargaining unit as defined in this Agreement, shall become members of the  
13 Union within thirty-one (31) days following the beginning of such employment or within thirty-one (31)  
14 days following the execution of this Agreement, whichever is later, and shall thereafter maintain their  
15 membership in good standing in the Union during the life of this Agreement, as a condition of continued  
16 employment.  
17

18 **Section 1.3 Satisfaction of Obligation.**

19 Employees who are required either to become members of the Union or maintain membership in good  
20 standing in the Union may satisfy that obligation by periodically tendering to the Union an amount equal  
21 to the Union's regular and usual monthly dues.  
22

23 **Section 1.4 Failure to Satisfy Obligation.**

24 In the event an employee who, as a condition of continued employment, is required to become a member  
25 of the Union, or maintain his membership in good standing therein, but in any such case does not do so,  
26 the Union will notify the Company in writing, or through such other office as may be designated by the  
27 Company, of such employee's delinquency. The Company agrees to advise such employee that his  
28 employment status with the Company is in jeopardy and that his failure to meet his obligation within  
29 five (5) days will result in his termination of employment.  
30

31 **Section 1.5 Explanation to Employees.**

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

1 **Section 1.6 Indemnification.**

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

8  
9 **Section 1.7 Payroll Deduction for Union Dues and Initiation Fee.**

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

19  
20 **Section 1.8 Contributions to Machinists' Nonpartisan Political League.**

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

27  
28 **Section 1.9 Contributions to Guide Dogs of America.**

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

1 **ARTICLE 2**

2 **MANAGEMENT RIGHTS CLAUSE**

3  
4 **Section 2.1**

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

16  
17 **ARTICLE 3**

18 **JOINT RESPONSIBILITIES OF COMPANY AND UNION**

19  
20 **Section 3.1 Communication.**

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

- 26
- 27 1. The parties will work closely together in a cooperative relationship that extends from the  
28 shop floor to the top site management offices in order to solve problems quickly and  
29 effectively in a harmonious manner.
  - 30
  - 31 2. Both parties will work at improving communication skills in various ways. As a starting  
32 point the following commitments will be agreed to as positive means to add structured  
33 communication to the organization.



1 a) The Management of the Company will, at a minimum, agree to hold Company  
2 meetings which share honest, relevant information about past business  
3 performance and future business plans.

4  
5 b) A joint committee of Union Stewards and Management representatives will meet  
6 every other week to discuss day-to-day matters affecting the combined efforts of  
7 both parties.

8  
9 3. In the interest of achieving a positive business operation, Union and Management  
10 representatives agree mutual responsibility "must" be shared for establishing a positive,  
11 productive work environment. To that degree, it is agreed that:

12  
13 a) A Senior Manager will be available at all times to intercede in matters of  
14 importance on the shop floor which require immediate attention. The parties  
15 especially recognize that any behavior which outwardly shows disrespect for  
16 individuals will not be tolerated by Union or Management personnel and must be  
17 dealt with immediately.

18  
19 b) The Company will notify the Union Business Representative, in writing  
20 (including email), within five (5) working days of any changes to Human  
21 Resources policies, procedures or changes to the Employee Handbook that affect  
22 the collective bargaining unit employees.

23  
24 **Section 3.2 Lean Manufacturing Philosophy.**

25 **3.2(a)** It is the intent of labor and management to promote a culture of continuous improvement.  
26 To this end, all products new and existing will be produced in keeping with lean manufacturing  
27 principles. At the time of introduction of a new product or re-configuration of an existing  
28 product, the manpower, skills requirements and IAM contractual job classifications will be  
29 identified and assigned to meet the planned production hours to manufacture the product. The  
30 employees assigned to the team will perform tasks required to manufacture and ship the product.

31  
32 By applying Lean Manufacturing Principles, it is our objective to:  
33

- 1 • Create a sense of ownership among workers.
- 2 • Make improvements an expectation of workers.
- 3 • Create a structure of teams to utilize workers' ideas.
- 4 • Be open to new ideas from teams.
- 5 • Provide workers with training required to improving technologies and strategies.
- 6 • Support teams as partners in improvements.
- 7 • Encourage a culture that permits change and experimentation to improve our processes.
- 8 • Lean internship will not exceed one (1) year and employees will be recognized at their
- 9 current classification and rate of pay.

10  
11 In all these matters we recognize mutual support reflects mutual success. These commitments  
12 have been developed to enhance the collective bargaining procedure -- not to replace it and will  
13 not supersede other articles of this Agreement.

14  
15 **3.2(b) Lean Process Improvement (“LPI”) Guidelines.** Non-bargaining unit employees can  
16 design, manufacture or modify first unit run of products, shadow boards, shop layout, carts or  
17 similar equipment to be used for test or non-production prototype purposes. Non-bargaining unit  
18 employees can perform initial equipment cleaning as part of LPI.

19  
20 Only IAM employees will manufacture production parts, tools, or assemblies and perform  
21 follow-on cloning of duplicate equipment. All activities, such as clean up, floor configuration  
22 and moving of equipment after an LPI event has been completed, which has customarily and  
23 historically been performed by IAM employees, will continue to be performed by IAM  
24 employees.

25  
26 The Company will not assign Spokane plant work, which has customarily and historically been  
27 performed by IAM-represented employees, to non-IAM employees working at the plant  
28 (including management employees) except for training, safety, lean process improvement, and  
29 emergencies.

30  
31 **3.2(c)** The Company and the Union agree that parts, materials, tools (excluding production  
32 tooling), and other goods or products furnished by an external supplier, vendor, contractor, or  
33 subcontractor may initially be delivered, managed or presented to the Company at specific

1 locations to be designated by the Company with input from the Union. Once a vendor or  
2 supplier delivers supplies or products to their place of rest, all further movement will be by IAM-  
3 represented employees. No bargaining unit employee will be laid off as a consequence of vendor  
4 deliveries.

5  
6 ~~**3.2(d) High Performance Work Organization (HPWO).** The Company and the IAM agree  
7 that during the term of the Agreement, labor and management will embrace a philosophy of  
8 working together in order to improve the workplace environment. The Company agrees to send  
9 two (2) managers, one (1) Company facilitator, and two (2) IAM to the IAM Training Center for  
10 initial training within one (1) year from date of signing.~~

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

17  
18 **Section 3.3 Non-Discrimination.**

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

22  
23 **Section 3.4 Drug-Alcohol Policy.**

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

26  
27 **Section 3.5 Training.**

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

31  
32 **Section 3.6 Safety Committee.**

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

1 **Section 3.7 Employee Reviews.**

2 The Company will review the general performance of each employee at least once annually. An  
3 Employee Evaluation Report will be completed by the employee's Supervisor. The result of this  
4 evaluation will be discussed with the employee. The employee has the right to attach his/her own  
5 comments and statements, and talk to upper management, if he/she disagrees with any part of the  
6 evaluation. There shall also be space on the evaluation form for the employee to state his/her work goals,  
7 areas for training and improvement, and promotion requests. Such evaluations are an employee  
8 communication and development tool. Upon request employees will be given a copy of their individual  
9 reviews within five (5) working days.

10  
11 **ARTICLE 4**

12 **UNION REPRESENTATIVES AND UNION ACTIVITY**

13  
14 **Section 4.1 Union to Furnish List of Representatives.**

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

19  
20 **Section 4.2 Bulletin Boards.**

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

26  
27 **Section 4.3 Union Representatives' Access to Plants.**

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

31  
32 **Section 4.4 Conditions Relating to Access to Plants.**

33 Access of Union representatives to Company facilities for the purpose of investigating complaints or

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

2  
3 **4.4(a)** The Company shall be required to admit only those accredited Business Representatives  
4 who are being admitted as of the effective date of this Agreement, and such other Business  
5 Representatives as may be accredited by the Union as provided in Section 4.1 above, who  
6 provide the Company with sufficient advance notice of their visit.

7  
8 **4.4(b)** Business Representatives and Union representatives who are entitled under Section 4.3 to  
9 admittance to the Company's facilities shall sign in where required through the Company-  
10 designated organization at the plant. Upon being admitted, they shall proceed to the shop or  
11 organization they wish to visit, contact the supervisor then present, inform him of the purpose of  
12 their visit and obtain his permission prior to contacting any employee in such shop or  
13 organization. Such permission will be granted except where there is a substantial reason for  
14 delaying the contact due to safety conditions or the fact that a critical operation is in process.  
15 Upon leaving the plant or facility they shall sign out and return any temporary identification  
16 badges which were issued for the purpose of the specific visit.

17  
18 **4.4(c)** Business Representatives and Union representatives granted admittance to the Company's  
19 facilities under this Article 4 shall not engage in organizing or campaigning for Union or  
20 political office on Company premises. This Section 4.4(c) will not be interpreted as preventing  
21 Business Representatives or Union representatives from discussing, in non-work areas during  
22 non-work periods, matters of Union membership, fees or dues, with employees who are within  
23 one of the collective bargaining units described in Article 1 of this Agreement.

24  
25 **4.4(d)** Union representatives who fail to comply with the provisions of Sections 4.3, 4.4, and 4.5  
26 shall forfeit their admittance rights.

27  
28 **Section 4.5 Union Activity During Working Hours.**

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

1 **Section 4.6 Stewards.**

2 The provisions and rules regarding stewards shall be as follows:

3  
4 **4.6(a)** The Union may designate one (1) employee as a steward for each seventy-five (75)  
5 employees, or fraction thereof, up to a maximum of three (3) for each shift. In the absence of the  
6 regular steward for any reason, the Union may designate a temporary steward to act for the  
7 regular steward. Such designation shall be in writing.

8  
9 **4.6(b)** The effective appointment date of a steward will be the third workday following the date  
10 on which the appointment letter from the Union is received by the applicable designated office of  
11 the Company, provided the appointment is determined to be in conformance with Section 4.6(a)  
12 above.

13  
14 **4.6(c)** The Company will notify the Union of cases requiring a selective reduction in the number  
15 of stewards to conform with Section 4.6(a) above. Within three (3) workdays following the date  
16 the Union receives such notice from the Company, the Union will notify the Company of the  
17 names of the appropriate number of individuals the Union desires to have deleted from the  
18 Company records as stewards. No surplus action will affect such excess stewards during such  
19 three (3)-workday period. The above three (3)-workday waiting period will not apply in the  
20 handling of situations wherein no selective reduction is involved.

21  
22 **4.6(d)** An employee while serving as a steward shall not be surplused, transferred or loaned from  
23 his job classification, or his shift so long as other employees remain in his job title, and on the  
24 shift for which he is designated as steward. If he is not eligible so to remain in his job  
25 classification, he will be offered a downgrade to the highest job classification within his normal  
26 line of promotion which is then being utilized on the shift for which he is designated as steward.  
27 If he declines such a downgrade or if he is relieved of his steward's status prior to such  
28 downgrade action, he will then be subject to normal surplusing procedures as provided elsewhere  
29 in this Agreement.

30  
31 **4.6(e)** Stewards will be promoted and recalled from layoff on the same basis as provided in this  
32 Agreement for other employees, except that in the event a shift in a shop is deactivated and is  
33 reactivated by the Company within one hundred twenty (120) calendar days after such

1           deactivation, the former steward will be offered an opportunity to return to that shift provided the  
2           Company determines to utilize the steward's former job classification or a lower classification in  
3           the same job family in such shift within such one hundred twenty (120)-day period, and further  
4           provided that the former steward has not been replaced as steward by the Union in the interim.

5  
6           **4.6(f)** A steward will retain his steward status while on approved medical leave of absence,  
7           provided that he has not been replaced as steward by the Union prior to expiration of such leave.

8  
9           **Section 4.7 Departure from Work Assignment by Stewards to Investigate Complaints or Claims of**  
10           **Grievance.**

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

26  
27          **Section 4.8 Departure from Work for Union Business.**

28          Except as provided in Section 4.7 above, each steward, local lodge officer or district council delegate  
29          with authorization from the Union, shall give his supervisor at least twenty-four (24)-hour advance  
30          notice if possible and clock out prior to departure from his work assignment to conduct Union business.  
31          If the work assignment given the steward, local lodge officer or district council delegate seriously  
32          interferes with the performance of his duties for the Union, or if Union business seriously interferes with  
33          his work assignment, the Company and the Union agree to cooperate in making arrangements to prevent

1 such interference in the future. Stewards, local lodge officers and district council delegates shall not be  
2 paid for such Union business provided, that nonpayment by the Company for time spent on Union  
3 business shall not be considered as a penalty. This Section 4.8 shall apply to cases of stewards who are  
4 designated to act for Business Representatives in accordance with this Article for the temporary period  
5 the steward is authorized as a designee.

6  
7 The Company agrees to grant a leave of absence without pay and without loss of seniority to any  
8 employee, not to exceed four (4) employees in number, for the purpose of union business, it being further  
9 understood that such leaves shall not accumulate to more than twenty (20) working days in any calendar  
10 year, and that such leaves of absence shall be requested by the employee in writing with as much advance  
11 notice as possible and countersigned by the Union. All approved union business will be recognized as  
12 compensated time. Additional leave or employees will not be unreasonably denied.

13  
14 **ARTICLE 5**  
15 **WORKWEEK, HOURS OF WORK, SHIFTS**

16  
17 **Section 5.1 Workweek.**

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

20  
21 **Section 5.2 Short Workweek.**

22 The Company, upon receiving prior agreement with the Union, may deem it advisable to work any number  
23 of employees on a short workweek. The Union and the affected employees will be notified in advance  
24 which days are to be worked and such days worked shall be consecutive.

25  
26 **Section 5.3 Shifts; Lunch Periods; Rest Periods.**

27 Each employee shall be assigned to a definite shift with designated times of beginning and ending. All  
28 shifts shall be an eight (8) hour and thirty (30) minute period, which shall include a thirty (30) minute  
29 unpaid lunch period. The designated times of beginning each shift during the scheduled workweek shall  
30 be: first shift - between 5:00 A.M. and 8:30 A.M.; second shift - between 1:30 P.M. and 6:00 P.M.; third  
31 shift - between 9:00 P.M. ~~10:00 P.M.~~ and 1:30 A.M. of the following day. Each employee shall be given a  
32 fifteen (15)-minute rest period in each half of the shift to which he is assigned, the time of starting each  
33 such rest period to be designated by the Company. Each employee who is required to report for work two



1 (2) or more hours prior to the start of his regular shift shall receive a ten (10) minute rest period prior to the  
2 start of his regular shift. Each employee who is scheduled to work two (2) or more hours of overtime after  
3 his regular shift shall receive a ten (10) minute rest period prior to the start of the overtime. Changes of  
4 shift assignments shall be made on the first day of a new workweek whenever practicable.

5  
6 **Section 5.4 Shift Preference.**

7 In order to ensure operational efficiency, the Company shall have the exclusive right to assign employees  
8 to any shift. Subject to the foregoing, senior employees who have a shift preference on file shall be given  
9 preference over junior employees who are assigned to the same job classification and shift, junior  
10 returning non-bargaining unit employees, new hires, recalls from layoff, and promotional candidates for  
11 placement in openings in their job classification and organization. Employees who have requested  
12 downgrades will not be given preference over senior employees in their organization who have shift  
13 preferences on file. Shift preferences must be filed more than three (3) working days prior to an  
14 organization effecting a shift change or declaring a job opening by submission of a dated open requisition. If  
15 an employee does not file a shift preference, it shall be assumed that he is on his preferred shift. If an  
16 employee does file a shift preference, it shall be assumed that it is his shift preference, and the Company  
17 shall have the right to act on it. Under no circumstances will the provisions of this Section 5.4 be construed to  
18 enable an employee, at his instance and request, to displace a less senior employee from his job and shift.

19  
20 **5.4(a)** As stated, shift preferences as defined will not apply in instances where the exercise of such  
21 rights would affect the efficiency of Company operations in any organization on any shift. When  
22 such instances arise, it shall be the responsibility of the Company to prepare an exception request.  
23 Exception requests shall be discussed with the Union prior to submittal for final approval.

24  
25 **5.4(a)(1)** When staffing a new shift, the Company maintains the right to assign  
26 employees necessary to accomplish the work, including the right to assign employees  
27 with key skills regardless of their shift preference. The Company will attempt to complete  
28 such staffing from volunteers, assignments from other shifts in reverse seniority order,  
29 promotions, and new hires.

30  
31 **5.4(a)(2)** When senior employees are displaced from their shift of preference during a  
32 staffing exercise, the displaced employee shall be given, in writing, a date of return to the  
33 preferred shift he was on as soon as possible, no later than seven (7) calendar days.



1 **6.2(a) Heritage Wage Maximum.** Employees hired on or before May 11, 2006 will have their  
 2 base wage rate remain unchanged. Promotions for employees within this group will be  
 3 processed in accordance with Section 6.3(d) and 6.3(a) with base wage maximums not to exceed  
 4 those in the Heritage Wage Maximums below.

5  
 6 **Heritage Wage Maximums.**

7  
 8

<b>Job Classification (Table 1)</b>	<b>Minimum Rate of Pay</b>	<b>Maximum Rate of Pay</b>
Team Lead	\$13.36	\$27.48
Production Mechanic A	\$13.36	\$27.48
Production Mechanic B	\$11.00	\$24.78
Maintenance Mechanic A	\$15.91	\$30.18
Maintenance Mechanic B	\$14.21	\$28.42
Inspection Mechanic A	\$14.21	\$28.42
Inspection Mechanic B	\$12.51	\$26.58
Tooling Mechanic A	\$15.21	\$29.44
Tooling Mechanic B	\$13.51	\$27.60
Development Mechanic A	\$16.91	\$31.30
Development Mechanic B	\$15.21	\$29.54

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18 **6.2(b) Base Wage Rates (Table 2).** Applicable to employees with seniority dates after May 11,  
 19 2006. Maximum rates will be reduced 12.5% from current maximum rates.

20  
 21

<b>Job Classification</b>	<b>+2% Minimum Rate of Pay</b>	<b>+ 2% 05/13/16 Max</b>	<b>+0% 05/12/17 Max.</b>	<b>+1.5% 05/11/18 Max</b>
Team Lead	\$13.63	\$24.04	\$24.04	\$24.40
Production Mechanic A	\$13.63	\$24.04	\$24.04	\$24.40
Production Mechanic B	\$11.22	\$21.68	\$21.68	\$22.00
Maintenance Mechanic A	\$16.23	\$26.41	\$26.41	\$26.80
Maintenance Mechanic B	\$14.49	\$24.87	\$24.87	\$25.24
Inspection Mechanic A	\$14.49	\$24.87	\$24.87	\$25.24
Inspection Mechanic B	\$12.76	\$23.26	\$23.26	\$23.60
Tooling Mechanic A	\$15.51	\$25.76	\$25.76	\$26.14
Tooling Mechanic B	\$13.78	\$24.15	\$24.15	\$24.52
Development Mechanic A	\$17.25	\$27.39	\$27.39	\$27.80
Development Mechanic B	\$15.51	\$25.85	\$25.85	\$26.23

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<b>Job Classification (Table 2)</b>	<b>Minimum Rate of Pay</b>	<b>05/13/2013 Max. -12.5%</b>	<b>05/12/2014 Max.</b>	<b>05/11/2015 Max.</b>
Team Lead	\$13.36	\$23.57	\$23.57	\$23.57
Production Mechanic A	\$13.36	\$23.57	\$23.57	\$23.57
Production Mechanic B	\$11.00	\$21.25	\$21.25	\$21.25
Maintenance Mechanic A	\$15.91	\$25.89	\$25.89	\$25.89
Maintenance Mechanic B	\$14.21	\$24.38	\$24.38	\$24.38
Inspection Mechanic A	\$14.21	\$24.38	\$24.38	\$24.38
Inspection Mechanic B	\$12.51	\$22.80	\$22.80	\$22.80
Tooling Mechanic A	\$15.21	\$25.25	\$25.25	\$25.25
Tooling Mechanic B	\$13.51	\$23.68	\$23.68	\$23.68
Development Mechanic A	\$16.91	\$26.85	\$26.85	\$26.85
Development Mechanic B	\$15.21	\$25.34	\$25.34	\$25.34

There will be no reduction in the hourly wage of any IAM employee in their current job classification.

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

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

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

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

**6.2(d)(2)** If the employee is recalled to either a higher or lower job classification than the one from which he was laid 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).

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

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

4  
5           **6.2(e)(2)** If the leave of absence was granted for any other reason, his base rate will be  
6           determined as though he had been recalled from layoff under Section 6.2(c).

7  
8   **Section 6.3 Base Rate Changes.**

9           **6.3(a) Seniority Progression Increases.** On the Monday immediately preceding their six (6)  
10          month anniversary of the date of hire or date of the last seniority progression increase, employees  
11          below the rate range maximum for their job classification shall, subject to such maximum,  
12          receive a seniority progression increase to their base rate of sixty-five cents (\$0.65). Employees  
13          on approved leave of absence will continue to accrue time toward their next six (6) month  
14          progression increase for the first ninety (90) days of the leave. Employees, recalled from layoff  
15          will be credited with any time they had prior to their layoff toward their next six (6) month  
16          progression increase.

17  
18          No more than fourteen (14) seniority progression increase steps shall be required before an  
19          employee is advanced to the top of the wage range.

20  
21          **6.3(b)** All employees on the-effective date of this Agreement whose wage is above the maximum  
22          rate shall retain that rate and be eligible for any future general wage increases.

23  
24  
25          **6.3(c) Lump Sum Bonus.**

26  
27          **6.3(c)(1)** Bargaining unit employees on the payroll effective May 11, ~~2013~~ **2016**, who  
28          meet the qualifications listed below will receive a lump sum bonus of ~~five thousand~~  
29          ~~dollars (\$5,000.00)~~ **two thousand dollars (\$2,000.00)** paid on May ~~31~~ **27, 2013 2016**.

30  
31          **6.3(c)(2)** Bargaining unit employees on the payroll effective May 11, ~~2014~~ **2017**, who meet  
32          the qualifications listed below will receive a lump sum bonus of ~~two thousand dollars~~  
33          ~~(\$2,000.00)~~ **one thousand dollars (\$1,000.00)** paid on May ~~16~~ **26, 2014 2017**.

1 **6.3(c)(3)** Bargaining unit employees on the payroll effective May 11, ~~2015~~ **2018**, who  
2 meet the qualifications listed below will receive a lump sum bonus of ~~one thousand five~~  
3 ~~hundred dollars (\$1,500.00)~~ **one thousand dollars (\$1,000.00)** paid on May ~~15~~ **25, 2015**  
4 **2018**.

5  
6 Seniority employees as of June 1 each year are eligible, and also probationary employees  
7 on June 1 are eligible for a pro-rated bonus as described below, if they subsequently earn  
8 seniority.

9  
10 All Company straight-time compensated hours, whether actually worked or paid leave,  
11 such as vacation, holiday, or PTO, will count as an hour worked for the pro-rated formula  
12 below.

13  
14 Workers' compensation leave or military leave time shall count as hours worked (up to  
15 eight (8) hours a day, forty (40) hours a week).

16  
17 IAM employees who worked less than full time during the twelve (12) months prior to  
18 June 1 of any year, for example, employees on other types of leaves (other than military  
19 or workers' compensation), or new hires in the twelve (12) months prior to June 1, will  
20 receive a bonus as follows:

- 21  
22 a. Employees who have a minimum of one thousand forty (1,040) straight-time  
23 compensated hours in the twelve (12) months prior to June 1 – full bonus  
24  
25 b. Employees who have less than one thousand forty (1,040) straight-time  
26 compensated hours in the twelve (12) months prior to June 1 – bonus pro-rated  
27 according to formula:

28  
29 
$$\frac{\text{Straight-time compensated hours}}{1,040 \text{ hours}} = \text{Percent of bonus payment}$$
  
30

31  
32 **6.3(d) Base Rates After Reclassifications.** Subject to the base rate ranges provided for in  
33 Section 6.2(a) **and (b)**, employees who are promoted will have their base rate increased by one

1 dollar (\$1.00) or to the minimum for the job classification, whichever is greater and employees  
2 who are downgraded will have their base rate decreased by one dollar (\$1.00) or to the maximum  
3 for the job classification, whichever is less.

4  
5 **Section 6.4 Cost of Living.**

6 Employees covered by this Agreement shall receive Cost of Living Adjustments to the extent such  
7 adjustments become effective under and in accordance with all of the terms, conditions and limitations  
8 stated in this Section 6.4.

9  
10 Seniority employees will be eligible to receive COLA increases as defined below. This payment will be  
11 based on months of active service and prorated accordingly. COLA calculations will be cumulative  
12 from each six (6) month period to six (6) month period.

- 13  
14 A. The Company agrees to a COLA which shall be adjusted, as set forth below, for changes  
15 in the cost of living during the life of this Agreement.
- 16  
17 B. Eligibility for COLA is extended to employees in the bargaining unit, including those on  
18 leaves of absence on a pro-rated basis as indicated above.
- 19  
20 C. The basis for determining COLA will be as follows: The COLA will be determined in  
21 accordance with changes in the Consumer Price Index for Urban Wage Earners and  
22 Clerical Workers (CPI-W) (United States City Average, All Items, 1982-84=100),  
23 published monthly by the Bureau of Labor Statistics (BLS), United States Department of  
24 Labor, and hereinafter referred to as the "BLS Consumer Price Index."
- 25  
26 D. The amount of the COLA which shall be effective for the periods provided below shall  
27 be based on the percent of increase between the average for the prior six (6) months and  
28 the Peg Point (~~228.17~~ 232.21 equals \$0.00) with one cent (\$0.01) adjustment for each full  
29 0.075% change in the average BLS Consumer Price Index for the appropriate six (6)  
30 month period indicated.
- 31

1 E. The COLA shall be calculated and paid on a semi-annual basis, in the form of a lump  
2 sum payment. Said payment will be paid on or before September 1 and March 1 of each  
3 year.

4  
5 F. No adjustments, retroactive or otherwise, shall be made due to any revision, which may later  
6 be made in the published figures of the BLS Consumer Price Index for any base month.

7  
8 The parties agree that the continuance of the COLA is dependent upon the availability of the official  
9 monthly BLS Consumer Price Index in its present form and calculated on the same basis as the BLS  
10 Consumer Price Index for the second six (6) months, calendar year ~~2013~~ 2016.

11  
12 NOTE: Thirteen payroll periods constitute the referenced six (6) months. The Company will pay five-  
13 sixths (5/6), or 83.33%, of the COLA applicable to the period January 1, ~~2016~~ 2019 through June 30,  
14 ~~2016~~ 2019, regardless of whether a renewal contract is negotiated and regardless of its terms.

15  
16 **Section 6.5 Gain Sharing Program.**

17 The Company and Union will continue the current productivity-based incentive plan. This Gain Sharing  
18 Program is designed to motivate employees to meet or exceed production goals, established by  
19 management, with a payment not to exceed twice their normal weekly pay. Changes in the gain sharing  
20 formula, criteria, or structure shall be made at Company discretion after consultation with the Gain  
21 Sharing Committee and Business Representative.

22  
23 **Section 6.6 Shift Differentials.**

24 **6.6(a)** An employee assigned to second shift shall receive a shift differential of seventy-five  
25 cents (\$0.75) per hour, and employees assigned to third shift shall receive a shift differential of  
26 eighty-five cents (\$0.85) per hour which shall be added to his base rate and made a part thereof  
27 effective ~~July 08, 2013~~.

28  
29 **Section 6.7 Jury Duty, Witness Duty, Military Leave, Bereavement Leave.**

30 **6.7(a) Jury Duty.** An employee absent from work due to (1) required jury duty (including grand  
31 jury duty), (2) to testify as a witness for the Company, (3) to respond to a subpoena to appear as  
32 a witness in any legal proceeding, (4) to appear at an arbitration resulting from the referral, by a  
33 court, for a lawsuit that has been filed with the court (excluding arbitration pursuant to a  
34 Collective Bargaining Agreement or other contractual provisions) or (5) to respond to a



1 subpoena to appear for a deposition will be paid for such lost hours at his current straight time  
2 rate, up to a maximum of eight (8) hours per day, for each regular work day of required jury or  
3 witness duty. Employees will be excused from their scheduled shift for each day they serve if  
4 they miss four (4) hours of their shift for such duty. In addition, an employee will not be  
5 required to report to work prior to jury duty, but shall report back to work if released from jury  
6 duty before noon. Second and third shift employees summoned to jury or witness duty will be  
7 temporarily assigned to first shift on a weekly basis during the time required to serve. Fees  
8 received for jury or witness duty will not be deducted from such pay. To be eligible for time off  
9 with pay, the employee must furnish a copy of this summons or subpoena to management, before the  
10 appearance, to indicate that the absence from work as necessary to appear for a jury duty or to serve  
11 as a witness. In addition, management may require verification of such appearance. An employee is  
12 not entitled to pay under this Section 6.7(a) in circumstances where the employee (1) is called as a  
13 witness against the Company or its interests; or (2) is called as a witness on his own behalf in an  
14 action in which he is a party; or (3) voluntarily seeks to testify as a witness; or (4) is a witness in a  
15 case arising from or related to his outside employment or outside business activities; or (5) is  
16 subpoenaed as a witness while on leave of absence except when serving as a Company witness.

17  
18 If an employee (regardless of shift assignment) is called for jury duty, his/her shift assignment  
19 will be considered as first shift, with a start time of 8:00 a.m. The effect of this would be if an  
20 employee is called for jury duty and is released before noon, he/she would be required to return  
21 to the plant and work until 4:30 p.m.

22  
23 **6.7(b) Military Leave.** An employee who is a member of a reserve component of the Armed  
24 Forces, who is absent due to required active annual training duty or temporary special services  
25 duty, shall be paid his normal straight time earnings, including shift differential where  
26 applicable, up to a maximum of ten (10) workdays each calendar year. An employee who,  
27 because of schedule adjustments by the reserve component, receives orders to report for two (2)  
28 training periods in one (1) calendar year may receive time off with pay in excess of the ten (10)-  
29 day annual maximum provided that the total time off with pay does not exceed twenty (20)  
30 workdays in a two (2) consecutive year period (either current and previous calendar years or  
31 current and following calendar years) and the employee was a member of the reserve component  
32 during both of the applicable consecutive years. Employees with military orders to serve  
33 additional days of duty will be excused on unpaid authorized leave of absence. The amount due

1 the employee under this Section 6.7(b) shall be reduced by the amount received from the  
2 government body identified with such training duty or services, for the period of such duty (up to  
3 the maximum period mentioned above). Such items as subsistence, uniform and travel allowance  
4 shall not be included in determining pay received from state or federal government.  
5

6 **6.7(c) Bereavement Leave.** Up to three (3) days bereavement leave with pay will be granted to  
7 an employee on the active payroll who, because of death in his immediate family, takes time off  
8 from work during his normal work schedule as such term is defined in Section 5.1 of this  
9 Agreement. Such pay shall be for eight (8) hours at his straight time base rate, including shift  
10 differential where applicable for each such day off; however, such pay will not be applicable if  
11 the employee receives pay for such days off under any other provision of this Agreement.  
12 Bereavement leave must be taken on consecutive workdays as selected by the employee within  
13 ~~twenty (20)~~ **thirty (30)** calendar days following the death (or evidence of belated notification of  
14 death). For the purposes of this Section 6.7(c) the "immediate family" is defined as follows:  
15 spouse, mother, father, mother-in-law, father-in-law, children, brother, sister, son-in-law,  
16 daughter-in-law, great-grandparents, grandparents, grandchildren, stepmother, stepfather,  
17 stepchildren, stepbrother, stepsister, half-brother, half-sister, brother-in-law, sister-in-law and  
18 spouse's grandparents. In addition, an employee will be granted bereavement leave for a  
19 stillborn child if the employee provides a certificate of fetal death which has been certified by the  
20 attending physician. **Employees shall be granted up to an additional two (2) days leave without  
21 pay providing evidence of additional time needed for memorial or death.**  
22

### 23 **Section 6.8 Garnishments.**

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

### 28 **Section 6.9 Paydays.**

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

1 **Section 6.10 Report Time.**

2  
3 **6.10(a)** If an employee reports for work in accordance with instructions, he shall receive a  
4 minimum of four (4) hours pay at his straight time base rate, including shift differential where  
5 applicable. Report time will not apply in case of emergency shutdowns arising out of any  
6 condition beyond the Company's control. An employee who leaves work of his own volition, or  
7 because of incapacity (other than industrial injury or illness), or is discharged or suspended after  
8 beginning work, will be paid only for the number of hours actually worked during that day. An  
9 employee who leaves work because of incapacity due to industrial injury or illness will be paid eight  
10 (8) hours pay at his straight time base rate, including shift differential where applicable.

11  
12 **6.10(b)** In the event of an emergency such as fire, flood, power failure, snow, etc., beyond the control  
13 of the Company (lack of work cannot be construed as an emergency) or where the employee  
14 voluntarily quits, is laid off, or is discharged, the foregoing requirement shall not be applicable and  
15 the employee shall be paid for actual time worked.

16  
17 **6.10(c)** In an emergency, prior to shift report time, the Employer will make an effort, by  
18 telephone or radio to notify the employees not to report for work and employees should call the  
19 Company status line and listen to the local media to find out whether to report to work.

20  
21 **Section 6.11 Overtime.**

22 **6.11(a)** The normal working day shall consist of eight (8) hours, and the normal workweek shall  
23 consist of forty (40) hours.

24  
25 **6.11(b)** All time ~~worked~~ compensated in excess of eight (8) hours in one (1) day shall be paid at  
26 time and one-half for the first two (2) hours and then double time thereafter.

27  
28 **6.11(c)** All time worked on Saturday shall be paid at time and one-half for the first eight (8)  
29 hours and double time thereafter, providing an employee has forty (40) straight time  
30 compensated hours in the current workweek unless such shortfall is due to Company actions.

31  
32 **6.11(d)** All time worked on Sunday shall be paid at double time providing an employee has forty  
33 (40) straight time compensated hours in the current week plus eight (8) hours on Saturday. If an

1 employee has no time worked on Saturday, anytime on Sunday shall be paid at time and one-  
2 half. However, if an employee has no time worked on Saturday due to Company action, overtime  
3 on Sunday will be paid at double time. All time worked on fixed holidays shall be paid at double  
4 time. The double time on holidays shall be in addition to the holiday pay specific in Article 7.  
5

6 **6.11(e)** Each time any employee is called back to work after the close of his work shift, he shall  
7 be paid a minimum of three (3) hours, at applicable overtime rates.  
8

9 **6.11(f)** The Company will attempt to meet its overtime requirements on a voluntary basis among  
10 the employees who perform the work on a straight time basis through the week; however, in  
11 cases of offering overtime, new hires or rehires may be excluded for the overtime for the first  
12 fifteen (15) calendar days of their employment. In the event there are insufficient qualified  
13 volunteers within the work group to meet the requirements, the supervisors may designate and  
14 require the necessary number of employees to work the overtime. Reasonable effort will be  
15 made by classification and shift to equalize overtime. An employee who has pre-approved  
16 vacation or PTO (not vacation being used in lieu of PTO) on a Friday preceding or a Monday  
17 following shall not be designated overtime on that weekend.  
18

19 Employees shall not be required to work more than thirty-two (32) hours of voluntary or  
20 designated overtime in a calendar month. The Company will not assign designated overtime to  
21 an employee on more than ~~two (2)~~ **one (1)** consecutive weekends or two (2) weekends total in a  
22 calendar month. "Weekend" means Saturday or Saturday/Sunday. Employees shall not be  
23 required to work overtime on a contract holiday weekend. Any overtime in excess of these rules  
24 shall be on a voluntary basis. Overtime in excess of one hundred twenty-eight (128) hours in a  
25 calendar quarter shall be compensated at a double time rate, regardless of what the rate would  
26 otherwise have been for those hours.  
27

28 The parties agree that based on Triumph's Ceridian Payroll Calendar, payroll quarters will begin  
29 as follows:  
30  
31  
32  
33

Payroll Quarters	Payroll Quarter Beginning	Payroll Quarter Ending
2 <sup>nd</sup> – 2016	March 14, 2016	June 19, 2016
3 <sup>rd</sup> – 2016	June 20, 2016	September 25, 2016
4 <sup>th</sup> – 2016	September 26, 2016	December 18, 2016
1 <sup>st</sup> – 2017	December 19, 2016	March 26, 2017
2 <sup>nd</sup> – 2017	March 27, 2017	June 18, 2017
3 <sup>rd</sup> – 2017	June 19, 2017	September 24, 2017
4 <sup>th</sup> – 2017	September 25, 2017	December 17, 2017
1 <sup>st</sup> – 2018	December 18, 2017	March 25, 2018
2 <sup>nd</sup> – 2018	March 26, 2018	June 17, 2018
3 <sup>rd</sup> – 2018	June 18, 2018	September 23, 2018
4 <sup>th</sup> – 2018	September 24, 2018	December 16, 2018
1 <sup>st</sup> – 2019	December 19, 2018	March 24, 2019
2 <sup>nd</sup> – 2019	March 25, 2019	June 30, 2019

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

**Section 6.12 Wage Payment Basis.**

Employees shall be paid for time worked in fifteen (15) minute increments, rounded off on the basis of seven and one-half (7.5) minute increments.

**Section 6.13 New Assignments.**

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

**Section 6.14 Temporary Assignments.**

A temporary assignment will remain in effect for a period of not more than sixty (60) consecutive calendar days (or for ninety (90) consecutive calendar days if the assignment is a direct replacement for an employee on medical leave of absence, travel assignment, or temporary supervisory assignment) or for such longer period as may be designated by mutual agreement between the Company and the Union. The Business Representative shall be provided with notification of temporary assignments that are estimated to be in effect for sixty (60) or more days prior to or coincident with the effective date of such

1 assignments. The foregoing time period limitation will not apply in instances where an employee is on  
2 travel assignment. Repetitive temporary assignments shall not be used to fill a permanent job opening.

3  
4 **ARTICLE 7**  
5 **HOLIDAYS**  
6

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

8 The following holidays shall be observed by the Company for the purposes set forth in this Article 7:  
9

<b>2013 2016 Holidays</b>	<b>Day</b>	<b>Date of Observance</b>
Memorial Day	Monday	May 27 <del>30</del> , 2013 2016
Independence Day	<del>Thursday</del> Monday	July 04, 2013 2016
Labor Day	Monday	September 02 <del>05</del> , 2013 2016
Thanksgiving Day	Thursday	November 28 <del>24</del> , 2013 2016
Friday following Thanksgiving	Friday	November 29 <del>25</del> , 2013 2016
Winter Break	<del>Tuesday</del> Friday	December 24 <del>23</del> , 2013 2016
Winter Break	<del>Wednesday</del> Monday	December 25 <del>26</del> , 2013 2016
Winter Break	<del>Thursday</del> Tuesday	December 26 <del>27</del> , 2013 2016
Winter Break	<del>Friday</del> Wednesday	December <del>27</del> <del>28</del> , 2013 2016
Winter Break	<del>Monday</del> Thursday	December 30 <del>29</del> , 2013 2016
Winter Break	<del>Tuesday</del> Friday	December 31 <del>30</del> , 2013 2016

<b>2014 2017 Holidays</b>	<b>Day</b>	<b>Date of Observance</b>
Winter Break	<del>Wednesday</del> Monday	January 01 <del>02</del> , 2014 2017
Memorial Day	Monday	May 26 <del>29</del> , 2014 2017
Independence Day	<del>Friday</del> Tuesday	July 04, 2014 2017
Labor Day	Monday	September 01 <del>04</del> , 2014 2017
Thanksgiving Day	Thursday	November 27 <del>23</del> , 2014 2017
Friday following Thanksgiving	Friday	November 28 <del>24</del> , 2014 2017
Winter Break	<del>Wednesday</del> Friday	December 24 <del>22</del> , 2014 2017
Winter Break	<del>Thursday</del> Monday	December 25, 2014 2017
Winter Break	<del>Friday</del> Tuesday	December 26, 2014 2017
Winter Break	<del>Monday</del> Wednesday	December 29 <del>27</del> , 2014 2017
Winter Break	<del>Tuesday</del> Thursday	December 30 <del>28</del> , 2014 2017
Winter Break	<del>Wednesday</del> Friday	December 31 <del>29</del> , 2014 2017

<b>2015 2018 Holidays</b>	<b>Day</b>	<b>Date of Observance</b>
Winter Break	<del>Thursday</del> <b>Monday</b>	January 01, <del>2015</del> <b>2018</b>
Memorial Day	Monday	May <del>25</del> <b>28</b> , <del>2015</del> <b>2018</b>
Independence Day	<del>Friday</del> <b>Wednesday</b>	July <del>03</del> <b>04</b> , <del>2015</del> <b>2018</b>
Labor Day	Monday	September <del>07</del> <b>03</b> , <del>2015</del> <b>2018</b>
Thanksgiving Day	Thursday	November <del>26</del> <b>22</b> , <del>2015</del> <b>2018</b>
Friday following Thanksgiving	Friday	November <del>27</del> <b>23</b> , <del>2015</del> <b>2018</b>
Winter Break	<del>Thursday</del> <b>Monday</b>	December 24, <del>2015</del> <b>2018</b>
Winter Break	<del>Friday</del> <b>Tuesday</b>	December 25, <del>2015</del> <b>2018</b>
Winter Break	<del>Monday</del> <b>Wednesday</b>	December <del>28</del> <b>26</b> , <del>2015</del> <b>2018</b>
Winter Break	<del>Tuesday</del> <b>Thursday</b>	December <del>29</del> <b>27</b> , <del>2015</del> <b>2018</b>
Winter Break	<del>Wednesday</del> <b>Friday</b>	December <del>30</del> <b>28</b> , <del>2015</del> <b>2018</b>
Winter Break	<del>Thursday</del> <b>Monday</b>	December 31, <del>2015</del> <b>2018</b>

<b>2016 2019 Holidays</b>	<b>Day</b>	<b>Date of Observance</b>
Winter Break	<del>Friday</del> <b>Tuesday</b>	January 01, <del>2016</del> <b>2019</b>

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

**Section 7.3 Worked Holidays.**

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

**Section 7.4 Holidays During Vacation.**

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

**Section 7.5 Employees on Third Shift.**

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

**ARTICLE 8**  
**VACATION PLAN**

**Section 8.1 General.**

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

**Section 8.2 Accumulation of Vacation.**

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

<u>Company Service</u>	<u>Annual Vacation</u>
1 thru 2 years	40 hours
3 thru 4 years	80 hours
5 thru 9 8 years	96 hours
9 10 and 11 years	120 hours
12 and 13 years	128 hours
14 and 15 years	136 hours
16 and 17 years	144 hours
18 years or more	160 hours

Company service date will be used to determine the credits to be awarded. Vacation credits may accumulate to a maximum of eighty (80) additional hours above Annual Vacation credit (as determined from above schedule). No additional vacation credits will be accrued until the number of credits in the account drops below the maximum.

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

**Section 8.3 Use of Vacation Credits.**

**8.3(a)** Subject to management approval based on Company work schedule requirements, previously awarded vacation credits may be used by the employee without limit. Management



1 will encourage employee use of vacation for time off within the period credits are available. Use  
2 of vacation at times convenient to the employee will be arranged to the extent permitted by  
3 Company work schedule requirements, provided the employee provides the Company with  
4 twenty-four (24) hours advance notice. Once a vacation request has been submitted, the  
5 Company will respond promptly, no later than seven (7) calendar days, absent agreement to  
6 some other response time. If an employee asks for vacation within twenty-four (24) hours, the  
7 Company will answer that request before the end of the shift.

8  
9 **8.3(b)** Vacations are to be taken as time off. Unused vacation credits, in excess of the maximum  
10 limit, will be paid in lieu at the employee's base rate, including shift differential where applicable  
11 if the nonuse of vacation was due to the fault of the Company.

12  
13 **8.3(c)** Subject to 8.3(a), vacation credits may be used in ~~two (2)~~ **one (1)** hour increments.

14  
15 **8.3(d)** Holidays occurring while an employee is on vacation are not deducted from vacation credits.

16  
17 **8.3(e)** Payment for vacations will be made at the employee's base rate in effect at the time  
18 vacation is taken, including shift differential.

19  
20 **8.3(f)** An employee on leave of absence shall be required to use one-half of these vacation  
21 credits at the time of the leave consistent with Articles 9 and 15, subject to the provisions of  
22 Section 8.3(c). This provision does not apply in the case of industrial illness or injury.

23  
24 **Section 8.4 Vacation Payment on Termination.**

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

27  
28 **ARTICLE 9**  
29 **PAID TIME OFF (PTO)**

30  
31 **Section 9.1.**

32 On the first pay period of each calendar year, eligible employees will be credited forty (40) time off  
33 (“PTO”) hours.

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

4  
5 Unused PTO ~~may will~~ be cashed out ~~or rolled over~~ no later than the second pay period of each calendar  
6 year, for the previous year.

- 7  
8 1. If all PTO use in prior year was scheduled, 125% of unused balance ~~may will~~ be cashed  
9 out.
- 10  
11 2. If no PTO used ~~in prior year~~, 150% of unused PTO balance ~~may will~~ be cashed out.  
12  
13 a. ~~In all instances of cash out, employees will be required to notify the Human~~  
14 ~~Resources department, by the end of the first calendar year pay period, to indicate~~  
15 ~~the amount of hours they wish to cash out. All remaining hours will be rolled~~  
16 ~~over subject to item 3 below.~~
- 17  
18 3. ~~Employees can rollover up to forty (40) hours of PTO for a maximum balance of no more~~  
19 ~~than eighty (80) hours.~~

20  
21 Pre-shift call in for sickness in an eight (8) hour increment will count as a scheduled PTO. PTO use  
22 after shift has started is considered unscheduled.

23  
24 Employees can use PTO in minimum of one (1) hour increments.

25  
26 To be eligible for the annual forty (40) hours PTO, employees must have actually worked some part of  
27 the calendar year prior to December 31 of the year in question. ~~(forty (40) hours annual credit reduced~~  
28 ~~pro-rata~~ ~~The employees' forty (40) hours annual credit will be reduced pro rata only for any time~~  
29 ~~missed above ninety (90) days if employee is absent for any reason longer than ninety (90) days in prior~~  
30 ~~calendar year).~~

31  
32 PTO credit will be pro-rated for new hires, following their probationary period:

33 For example:

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1. If hired July 01, ~~2013~~ 2016 and employee gains seniority on October 01, ~~2013~~ 2016, then he earns twenty (20) hours immediately on October 1, and forty (40) more hours on January 01 of the next year.
  
2. The Company will allow ten (10) hours upon hire to probationary employees; then at ninety (90) days populate their account with pro-rated forty (40) hours, but as per the above example, minus what has previously been used of the ten (10) hours new-hire credit. This ten (10) hours shall not be subject to cash out if January 01 occurs during the probationary period.
  
3. If employee is hired December 01, and gains seniority on March 01 of the next year, he would then vest forty (40) hours, plus one-twelfth (1/12) of forty (40) hours to account for his December work.

For FMLA, the Company requires fifty percent (50%) vacation usage first, but PTO usage is employee's choice.

PTO must be used, if available, to cover any unscheduled absence except FMLA, that is, non-FMLA unscheduled days are always PTO if PTO is available. Vacation can be used in ~~four (4)~~ one (1) hour increments to cover absence only after PTO is exhausted in a calendar year.

**Section 9.2. Payout of Unused Paid Time Off (PTO).**

PTO will be paid out to an employee when his/her employment ends as follows:

- |    |   |  |
|----|---|--|
| A. | Termination for Cause                                 | – Zero payout of balance                 |
| B. | Layoff  | – Full payout of balance                 |
| C. | Voluntary Resignation with greater than 2-week notice | – <del>Half</del> Full payout of balance |
| D. | Voluntary Resignation with less than 2-week notice    | – Zero payout of balance                 |

1 **ARTICLE 10**

2 **SAVINGS AND RETIREMENT PLANS**

3  
4 **Section 10.1 Retirement Plan.**

5 **10.1(a)** All employees on payroll effective May 11, 2013, the Company shall contribute one  
6 dollar seventy cents (\$1.70) ~~one dollar seventy-five cents (\$1.75)~~ per regular hour, per eligible  
7 employee, to the IAM National Pension Plan.

8  
9 **10.1(b)** Effective May 11, ~~2014~~ 2017, the Company shall contribute ~~one dollar seventy-five~~  
10 ~~cents (\$1.75)~~ **one dollars eighty cents (\$1.80)** per regular hour, per **eligible** ~~employee who was on~~  
11 ~~the payroll effective May 11, 2013,~~ to the IAM National Pension Plan.

12  
13 **10.1(c)** Effective May 11, 2018, the Company shall contribute one dollar eighty cents (\$1.80) per  
14 regular hour, per eligible employee to the IAM National Pension Plan.

15  
16 **10.1(e d)** No IAM National Pension benefits for employee ~~yet to be~~ hired after May 11, 2013.

17  
18 **Section 10.2 401(k) Savings Plan.**

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

22  
23 **10.2(a)** To be eligible, an employee must have a minimum of three (3) months of service.

24  
25 **10.2(b)** The current Administrator and Custodian of Funds is the Vanguard Group, and the  
26 Company reserves the right to change custodians.

27  
28 **10.2(c)** All participants are one hundred percent (100%) vested in their account balance at all  
29 times.

30  
31 **10.2(d)** At the time of enrollment, each employee must file an investment election form to  
32 determine how they wish to allocate their account between equity or money market funds. The  
33 election can be changed once daily at close of markets.

1 **10.2(e)** Account balances are distributed to employees upon death or termination of employment.  
2 This distribution is normally made within sixty (60) calendar days following the end of the  
3 calendar quarter in which death or termination of employment occurs in a lump sum.  
4

5 **10.2(f)** Employees who meet certain criteria may apply for a hardship withdrawal of any  
6 employee contributions.  
7

8 **10.2(g)** Employee contributions are at the employee's option in one percent (1%) increments,  
9 subject to federal maximums. This election can be changed monthly. The maximum employee  
10 contribution allowed will be calculated by the Custodian.  
11

12 **10.2(h)** Company contributions:

13  
14 **For employees hired after May 11, 2013, the Company will match fifty percent (50%) of the first**  
15 **six percent (6%) of employee contributions for the duration of this Agreement.**  
16

17 **10.2(h)(1)** There will be no 401(k) match for employees on payroll effective **prior to**  
18 **May 11, 2013.**

19  
20 ~~**10.2(h)(2)** For employees hired after May 11, 2013, the Company will match 100% on~~  
21 ~~the first 2% employee contribution and 40% on the remaining employee contribution up~~  
22 ~~to a 6% maximum.~~  
23

24 **10.2(i)** Both the employee and the employer contributions are remitted by the Company to the  
25 custodian on a monthly basis.  
26

27 **10.2(j)** Net investment earnings are credited daily to each participant's fund.  
28

29 **10.2(k)** Participants will receive reports on a quarterly basis as to the balance in their accounts  
30 and employee contributions made, if any.  
31

32 **10.2(l)** Loan feature is available for withdrawal of employee contributions. Processing fees for  
33 loans are paid by employee.

1  
2 **10.2(m)** Plan has internet access for participants.  
3

4 **10.2(n)** A per employee fee, as determined by the Custodian, at \$23/year in 2003, will be  
5 deducted quarterly from the employee's account. This fee is negotiated annually with the  
6 Custodian and any increases are borne by the employee.  
7

8 **ARTICLE 11**  
9 **GROUP BENEFITS**  
10

11 **Section 11.1 Type of Group Benefits Program for Employees on the Active Payroll.**

12 The Company will provide life insurance benefits, accidental death and dismemberment benefits, short-  
13 term disability benefits, medical benefits and dental benefits for eligible employees and medical benefits  
14 and dental benefits for covered dependents of eligible employees as summarized in the document  
15 entitled Attachment A. The Company reserves the right to change or modify the benefits listed on  
16 Attachment A, so long as the benefits provided are similar to those listed in Attachment A.  
17

18 The Employer agrees to provide IRS Code 125 benefits for its employees. This includes pre-tax dollars  
19 for employee's portion of health and benefits premiums, and pre-tax flexible spending accounts for use  
20 for such items as child care, health care, and other expenses.  
21

22 **Section 11.2 Cost of the Group Benefits Program for Employees on the Active Payroll.**

23 **11.2(a) Life Insurance and Disability Benefits.** The Company will pay the full cost of the Life  
24 Insurance, Accidental Death and Dismemberment, and Short-Term Disability Plans for eligible  
25 employees.  
26

27 **11.2(a)(1)** The Life Insurance benefit is two (2) times the annual base wage, including shift  
28 differential if applicable, but excluding overtime hours, to a maximum benefit of \$150,000.  
29

30 **11.2(a)(2)** Short-term disability benefit \$300 per week for twenty-six (26) weeks;  
31 however, weekly benefit for disabilities covered by Workers' Compensation is \$150.  
32  
33

1 **11.2(b) Medical/Dental Benefits.** The Company and the employee will share the monthly  
2 premiums for health insurance, . **Employee cost share for each coverage level will be as follows:**  
3

4 **Employee Medical Cost Share**

Employee Only	13%
Employee + One (1)	15%
Family	18%

9  
10 **Employee Dental Cost Share**

Employee Only	13%
Employee + One (1)	15%
Family	18%

15  
16 **Medical Premiums**

	TCS Monthly	Employee Monthly	Employee Per Pay
Employee	\$505.50	\$75.54	\$34.86
Employee + One (1)	\$918.00	\$162.00	\$74.77
Family	\$1,230.10	\$270.02	\$124.63

18  
19 **Dental Premiums**

	TCS Monthly	Employee Monthly	Employee Per Pay
Employee	\$35.00	\$5.00	\$2.31
Employee + One (1)	\$68.00	\$12.00	\$5.45
Family	\$98.00	\$22.00	\$10.15

24 **Medical and Dental rates for 2017 remain unchanged. Future rates based on actual experience**  
25 **rating.**

26  
27 **with employees paying thirteen percent (13%) for Employee Only coverage, fifteen percent (15%)**

1 for ~~Employee plus One coverage and eighteen percent (18%) for Family coverage of the monthly~~  
 2 ~~premium for the coverage selected. The employees' share from 2014 through 2016 cannot exceed~~  
 3 ~~the maximum rates as noted in the tables below. Maximum rates shown in the tables below reflect~~  
 4 ~~possible inflationary increases up to 8% maximum. If the 15% premium payment obligation in~~  
 5 ~~any year exceeds the rates in the tables below for that year, TCS will pay the excess amount. Year-~~  
 6 ~~over-year premium increases cannot exceed eight percent (8%) and are not cumulative.~~

7  
 8 **Current 2014 Premium Cost Sharing**

9  
 10 **2014 Medical Monthly Premiums**

		<b>PPO Plan</b>	
	<b>Total</b>	<b>TCS</b>	<b>Employee</b>
Employee	\$538.00	\$468.00	\$70.00
Emp. + 1	\$1,000.00	\$850.00	\$150.00
Family	\$1,389.00	\$1,139.00	\$250.00

11  
 12  
 13  
 14  
 15  
 16  
 17  
 18 **2014 Delta Dental Premiums**

	<b>Total</b>	<b>TCS</b>	<b>Employee</b>
Employee	\$40.00	\$35.00	\$5.00
Emp. + 1	\$80.00	\$68.00	\$12.00
Family	\$120.00	\$98.00	\$22.00

19  
 20  
 21  
 22  
 23  
 24  
 25 Premium sharing formulas continue subject to these employee premium maximums. If  
 26 employee premium payment obligation in any year exceeds that year's employee maximum,  
 27 TCS will pay the excess premium.

28  
 29  
 30 **11.2(c) Quality Health Care Commitment.** The Company and Union will meet at least annually to  
 31 assess health care cost and quality.  
 32  
 33



1 **Section 11.3 Administration.**

2 The Group Benefits Program shall be administered by the insurance companies, health care contractors  
3 or administrative agents with whom the Company enters into contractual relationships for the purpose of  
4 providing and/or administering the coverage contemplated by the Group Benefits Program. No question  
5 or issue arising under the administration of such Group Benefits Program or the contracts and/or  
6 administrative agreements identified therewith shall be subject to the grievance procedure or arbitration  
7 provisions of this Agreement. No new medical or dental plans will be added or existing plans deleted  
8 without prior consultation with and notification to the Union. The Company reserves the right to amend  
9 the medical plans to comply with all applicable regulations and guidance under the Affordable Care Act.

10  
11 If the premium for an insured plan or the premium-equivalent for a self-insured plan will be above the  
12 ACA excise tax threshold on employer-sponsored health coverage for the enrollment period based on  
13 actual quotes from insurance company(s) and/or actual cost & utilization under the self-insured plan(s),  
14 the Company may request negotiations with the Union to discuss ways to avoid the tax threshold for that  
15 plan.

16  
17 As a part of these discussions, the Company will share healthcare premium data with the Union  
18 demonstrating the surpassing of the threshold. In the event that a mutual agreement cannot be reached  
19 within 30 days of the initial meeting, the company may:

- 20  
21 • Modify (a) the plan design (such as deductibles and co-payments) and/or (b) contributions to  
22 medical-related accounts (e.g. FSA) only to the extent that it will lower the premium or  
23 premium equivalent so that it is no longer above the threshold. The modifications cannot be  
24 greater than what is necessary to bring the premium below the threshold.  
25
- 26 • Employees impacted by any modification(s) needed to stay under the tax threshold for the  
27 plan will, on average for the group impacted, be made whole by:  
28
  - 29 a) decreases to the employee contributions for that plan; or
  - 30 b) increases to the employee base wage rates; or
  - 31 c) some combination of a) and b).

32  
33 The Company, absent agreement with the Union otherwise, has discretion to select a), b), or c), and its

1 calculations or determinations in this regard are subject to challenge under the grievance-arbitration  
2 procedure only if the Company exercised unreasonable or improper judgment.

3  
4 **Section 11.4 Copies of Policies to be Furnished to Union.**

5 Copies of the policies, contracts, and administrative agreements executed pursuant to this Article shall  
6 be furnished to the Union and the coverages and benefits indicated in the Group Benefits Program, the  
7 rights of eligible employees in respect of such coverages, and the settlement of all claims arising out of  
8 such coverages shall be in accordance with the provisions, terms and rules set forth in such contracts.

9  
10 **Section 11.5 Federal or State Programs.**

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

18  
19 **ARTICLE 12**

20 **TRAVEL REIMBURSEMENT**

21  
22 **Section 12.1**

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

26  
27 **ARTICLE 13**

28 **JOB CLASSIFICATIONS — IDENTIFICATION AND APPLICATION OF**

29  
30 **Section 13.1 Temporary Classifications.**

31 Temporary classifications may be established by the Company for new work functions for which no  
32 current job description is applicable and which require a period of time to stabilize job duties. This  
33 period shall not exceed ninety (90) days unless extended by mutual agreement. Extensions will be

1 limited to two (2) and be granted in ninety (90) day increments. Employees will be assigned to such new  
2 work at their current classification rate. The Union will be notified of the effective date and approximate  
3 duration of the temporary classification. If the permanent job classification and description are installed  
4 at a higher classification than other classifications of the assigned employees, these employees will be  
5 paid at the higher classification rate for the time assigned to the job duties of the applicable job  
6 classifications.

7  
8 **Section 13.2 Procedure for Placement, Within Job Classifications, of New or Changed Jobs.**

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

14  
15 **Section 13.3 Establishment of New Jobs.**

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

25  
26 **Section 13.4 Procedure in Event of Disagreement.**

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

32  
33 **Section 13.5 Retroactive Payment Where Classification Rate Changed.**

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

7  
8 **Section 13.6 Misassignment Grievances.**

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

15  
16 **13.7 Classifications.**

17 **Team Lead** = Will be required to assign, assist and communicate instructions to other production  
18 mechanics and lead or train other production mechanics in daily work. Must demonstrate leadership,  
19 training and communications skills. Can be assigned to perform all Production Mechanic B functions.  
20 Promotional process for Team Lead will be subject to Section 22.1 B.

21  
22 **Production Mechanic A\*** = can be assigned to operate precision specialty machines such as three (3)  
23 and five (5) axis routers, plastic rotomold machine operator, pattern making, forklift operators who  
24 handle hazardous materials, shaper set-up, and water jet.

25  
26 **Production Mechanic B** = can be assigned to any and all assembly and fabrication activities associated  
27 with building products including but not limited to: general cell lay-up, assembly, trim, shaper, paint,  
28 sanding, all plaster/permanent mandrel production tasks, Ultem forming, ply-cutters, product  
29 rework/repair, shipping & receiving, resin room, material distribution (including non-hazardous material  
30 fork lift operation) and area clean-up.

31  
32 **Maintenance Mechanic A\*** = can be assigned to perform any Maintenance job tasks for which he or she  
33 has the appropriate qualifications, licenses and/or certifications to perform. Can be assigned to perform all

1 Maintenance Mechanic B functions. May be required to assign, assist and communicate instructions to  
2 other maintenance mechanics at management discretion. Can be assigned to lead or train other  
3 maintenance mechanics in daily work. Must demonstrate leadership, training and communications skills.  
4

5 **Maintenance Mechanic B** = can be assigned to perform all building and equipment maintenance,  
6 modification, relocation, installation, construction, demolition, and area clean-up for which he or she is  
7 qualified to perform.  
8

9 **Inspection Mechanic A\*** = can be assigned to any and all inspection tasks including Material Review  
10 Board (MRB) disposition approval and First Article Inspection (FAI) where qualified and holding  
11 appropriate certifications. Can be assigned to lead and train other Inspection B technicians in daily work  
12 responsibilities. Can be assigned to lead or train other inspection mechanics in daily work. May be  
13 required to assign, assist and communicate instructions to other mechanics at management discretion.  
14 Must demonstrate leadership, training and communications skills.  
15

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

20 **Tooling Mechanic A\*** = can be assigned to perform all Tooling Mechanic B functions and all other  
21 activities as required to meet production needs. May be required to assign, assist and communicate  
22 instructions to other mechanics in daily work. Can be assigned to lead or train other tooling mechanics at  
23 management discretion. Must demonstrate leadership, training and communications skills.  
24

25 **Tooling Mechanic B** = can be assigned to perform any and all tooling functions for which he or she is  
26 qualified and holds appropriate certifications.  
27

28 **Development Mechanic A\*** = can be assigned to direct or participate in research, design, test, and  
29 development tasks, including materials, equipment, and processes. These tasks require the appropriate  
30 qualifications to develop and repair pneumatics, hydraulics, pressure and vacuum systems, heating  
31 systems, electric motors and components, controls, and wiring. Must be able to set up and operate  
32 machine shop equipment, such as mills, lathes, brakes, shears, saws, surface grinders, welders, as well as  
33 various power hand tools. Assignments require strong blueprint and specification reading skills and  
34 math skills, including algebra and trigonometry. Can be assigned to perform all Development Mechanic

1 B functions. Can be assigned to lead, train, assist, and communicate instructions to others in all  
2 functions of the job. Must demonstrate leadership, training and communication skills.

3  
4 **Development Mechanic B** = can be assigned to perform research, design, test, and development tasks,  
5 including materials, equipment, and processes. These tasks can include development and/or repair of  
6 pneumatics, hydraulics, pressure and vacuum systems, heating systems, electric motors and components,  
7 controls, and wiring. Can be assigned to set up and operate machine shop equipment, such as mills,  
8 lathes, brakes, shears, saws, surface grinders, welders, as well as various power hand tools.  
9 Assignments can require strong blueprint and specification reading skills and math skills, including  
10 algebra and trigonometry.

11  
12 \* A higher classified employee may perform incidental work functions of lower classifications as  
13 required to meet production needs.

14  
15 Management will not require “A” **Team Lead** classification employees to be responsible for management  
16 functions or decisions, such as formal written employee evaluations, overtime assignments, disciplinary or  
17 discharge decisions, handing out paychecks, permanent upgrades, or to be responsible for the quality or  
18 quantity of work performed by other employees. Management and “A” **Team Lead** classification  
19 employees will communicate on all facility operational and productivity issues.

20 **MQA/Quality Assurance, Roles and Responsibilities** - Manufacture Quality Acceptance (MQA) is the  
21 process whereby the operator that produces a product or performs a task will also inspect and review the  
22 product and data to determine if the product/task conforms to requirements as specified on the  
23 manufacture plan. This is indicated by having the same employee stamp off each operation of his or her  
24 work as conforming to manufacturing plan requirements. The MQA process is founded on two  
25 principles:

- 26  
27 1. Individuals are responsible for the quality of their own work.  
28  
29 2. It is best to prevent rather than to pass on defects.

30  
31 Inspection Mechanics shall not be laid off or receive a pay reduction as a consequence of MQA  
32 implementation for the life of this Agreement.

1 13.7(a) Bargaining unit employees assigned to train two (2) or more employees will be promoted  
2 to the “A” classification during such training.  
3

## 4 ARTICLE 14

### 5 SENIORITY

#### 6 7 Section 14.1

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

#### 13 Section 14.2 Accumulation of Seniority.

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

15  
16 14.2(a) The amount of IAM bargaining unit seniority he had immediately prior to the effective  
17 date of this Agreement for the purpose of promotions according to Job Classifications as  
18 specified in Section 13.87.  
19

20 14.2(b) The time after such effective date that he is on the active payroll of the Company within  
21 any bargaining unit to which this Agreement relates; plus

22  
23 14.2(b)(1) time lost by reason of industrial injury, industrial illness, or jury duty; plus

24  
25 14.2(b)(2) time on leave of absence granted for the purpose of serving in the Armed  
26 Forces of the United States; plus

27  
28 14.2(b)(3) time spent on authorized leave of absence for Union business; plus

29  
30 14.2(b)(4) time spent on leave of absence granted by the Company for the purpose of  
31 permitting an employee to engage in activities requested by the Company; plus

32  
33 14.2(b)(5) time spent on authorized leave of absence granted because of pregnancy or to

1 cover periods of non-industrial injury or illness, not to exceed one (1) year during any  
2 such period; plus

3  
4 **14.2(b)(6)** the first ninety (90) days of any other authorized leave of absence; plus

5  
6 **14.2(b)(7)** time on disability retirement from any such unit provided the employee  
7 qualifies to return to the active payroll; plus

8  
9 **14.2(b)(8)** time on layoff equal to length of employment not to exceed six (6) years.  
10

11 **Section 14.3 Loss of Seniority.**

12 **14.3(a)** An individual shall lose seniority rights for the following reasons:

13  
14 **14.3(a)(1)** Resignation. (An individual who, while on leave of absence, engages in other  
15 employment or fails to report for work or to obtain renewal of his leave on or before its  
16 expiration, will be considered as having resigned.)

17  
18 **14.3(a)(2)** Discipline and discharge for cause.

19  
20 **14.3(a)(3)** Failure to return to work within fourteen (14) regular workdays after dispatch  
21 by certified mail, return receipt requested, of a recall from layoff unless such period is  
22 extended by the Company.

23  
24 **14.3(a)(4)** An employee that is absent for more than three (3) days without notifying the  
25 Company, except that this sentence shall not be interpreted to prohibit Company discipline  
26 including discharge for absenteeism.

27  
28 **14.3(a)(5)** Retirement (excludes those employees on disability retirement who qualify to  
29 return to the active payroll.)

30  
31 **14.3(a)(6)** An employee who fails to report to work at the end of his vacation period  
32 without justifiable reason and without notice thereof shall be terminated and cease to  
33 have seniority.



1  
2 The Company shall keep and maintain a seniority list of all employees having seniority rights,  
3 which list shall be open to inspection by the Union at all reasonable times; and upon request, a  
4 copy of the stated seniority list shall be given to the steward or the Business Representative of  
5 the Union.

6  
7 Employees shall bear the responsibility of notifying the Company of proper post office addresses  
8 or any change of address, and the Company shall be entitled to rely upon the address shown by  
9 its records so obtained.

10  
11 An employee with seniority who is drafted or enlists for service in the Armed Forces of the  
12 United States of America shall, if within ninety (90) days after his honorable release from such  
13 service, apply for re-employment, be restored to his former position together with all  
14 accumulated seniority in accordance with the provisions of this Agreement and the laws of the  
15 United States.

16  
17 The Company may transfer or promote employees covered by this Agreement to any non-IAM  
18 positions within Triumph Composite Systems. Employees transferring to such positions shall  
19 retain their bargaining unit seniority but shall not accumulate additional seniority while they  
20 remain in such positions. The Company at any time may transfer to positions within this unit  
21 those employees who have seniority under this Article. Such transfers may be made subject only  
22 to the job return rights of others.

23  
24 **14.3(b)** Any employee of the Company outside of a collective bargaining unit covered by this  
25 Agreement who is discharged or quits shall be considered a new hire without seniority if  
26 subsequently employed within the bargaining unit.

27  
28 **Section 14.4 Nature of Seniority Rights.**

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

31  
32 **Section 14.5 Probationary Employees.**

33 Newly hired employees, for the first ninety (90) days of employment, shall be considered as on

1 probation and without seniority. However, if a probationary employee is laid off and rehired within a  
2 period of time not in excess of the time he had previously spent as a probationary employee, he will be  
3 credited with the time previously worked toward the completion of his probationary period. Upon the  
4 completion of his probationary period, his seniority date will then be established as of ninety (90) days  
5 prior to the completion date of his probationary period.

6  
7 During such ninety (90) day period, probationary employees may be laid off or terminated at the  
8 discretion of the Company. Such layoffs or terminations during the probationary period shall not be  
9 subject to the grievance and arbitration procedure.

10  
11 **ARTICLE 15**

12 **LEAVE OF ABSENCE — MEDICAL LEAVE**

13  
14 An employee, upon written request accompanied by proper medical documentation satisfactory to the  
15 Company, shall be granted a medical leave of absence without pay for a period of time equal to his  
16 length of service from the last date of hire or rehire to a maximum of two (2) years.

17  
18 The Company may, at its discretion, require any employee to be examined at its expense by a physician  
19 of its choice. Physician to be a board certified specialist in the appropriate field.

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

25  
26 The Company shall comply with the provisions of the Family and Medical Leave Act (FMLA). Eligible  
27 employees who apply for a leave under the FMLA which is not covered by other provisions of the  
28 Agreement will be required to first exhaust fifty percent (50%) of any accumulated vacation time  
29 provided under other provisions of the Agreement in accordance with Federal law.

30  
31 **ARTICLE 16**

32 **PERSONAL LEAVE**

1 A leave of absence may be granted for personal reasons and without pay for a definite period of time not  
2 to exceed fifteen (15) working days and may be renewed for a further period upon application to the  
3 Company. Personal leaves and extensions thereof shall be at the discretion of the Company, it being  
4 understood that the Company shall give special consideration to those cases involving sickness, and his  
5 or her absence from work will not cause undue interference with production. Applications for leave and  
6 extensions shall be in writing signed by the employee and shall contain information concerning the  
7 reason for the leave and the period of leave time requested. Copies of actual leave documents and  
8 extensions shall be provided to the Business Representative of the Union upon request.

9  
10 An employee who obtains a leave of absence under this provision and engages in other employment, or  
11 gives a false reason for leave of absence, or engages in other activity other than that for which the leave  
12 was granted, or shall fail to return to work at the end of the leave period will lose his or her seniority  
13 status as an employee of the Company.

14  
15 Union Representative Leave of Absence. In case he/she is appointed by the President or Directing  
16 Business Representative of the Union representing the particular unit, or elected, to a full-time Union  
17 position, leave shall be granted for the period of time necessary to fill such position. If leave was  
18 granted to accept a full-time position with the Union, the employee will be returned to the job which  
19 he/she last held if such job is then populated; if such job is not then populated he/she will be returned to  
20 one of equal grade.

## 21 **ARTICLE 17**

### 22 **~~HEALTH AND SAFETY~~**

### 23 **ENVIRONMENTAL SAFETY AND HEALTH**

#### 24 25 **Section 17.1 Mutual Objective.**

26 The Union and Company recognize the value of working together to maintain high standards of  
27 occupational health and safety throughout the Company. Both parties commit to work together to create  
28 an environment which promotes a positive approach to processes, attitudes and activities that bring  
29 about the changes necessary to achieve a workplace free of incidents, accidents and injuries. It is our  
30 intent that no employee shall be required to perform work that involves an imminent danger to health or  
31 physical safety.

32  
33 **17.1(a) ~~Health and Safety in the Workplace.~~ Environmental Safety and Health in the**  
34 **Workplace.** The Union and the Company are committed to working together to maintain a

1 healthy and safe workplace. Both parties agree that all employees should be actively involved in  
2 creating a safe workplace and complying with all applicable safety and health policies and  
3 procedures. Both parties recognize that good physical health and being prepared to do physical  
4 work may reduce injuries. Together, the parties will explore methods to promote health  
5 programs.

6  
7 **Section 17.2 Health and Safety Focal Points.**

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

15  
16 **Section 17.3 Use of Safety Devices.**

17 **17.3(a)** The Company will furnish proper, modern and sanitary safety devices for all employees  
18 working on potentially hazardous work. It shall be mandatory for all employees to use such  
19 devices when the Company determines that they are necessary. The Company shall replace any  
20 Company approved employee provided prescription safety glasses or approved safety shoes  
21 accidentally and irreparably damaged while performing their job assignment if the employee's  
22 own negligence or lack of care was not a primary factor.

23  
24 **17.3(b)** The Union and the Company have a longstanding commitment to individual employee  
25 safety and regulatory compliance. This commitment extends to issues regarding personal  
26 protective equipment and safety devices and the value of working together to create an injury-free  
27 workplace. To further their commitment, the parties have agreed that the Company will maintain a  
28 process that will provide employees up to ~~\$75.00~~ **one hundred dollars (\$100.00)** per year towards  
29 the purchase of approved safety shoes where such shoes are mandatory due to regulatory  
30 compliance or Company directive.

31  
32 **17.3(c)** On employee request, the Company will continue to provide prescription safety glasses  
33 to employees. Once provided, no additional prescription safety glasses will be provided for a

1 twenty-four (24) month period thereafter. The Company will contract with vendors either  
2 outside the plant, or who are willing to visit the plant. ~~The Company will provide up to one~~  
3 ~~hundred twenty-five dollars (\$125) towards ANSI Approved prescription safety eyewear, per the~~  
4 ~~Prescription Safety Eyewear Program. Employees will be responsible for all expenses exceeding~~  
5 ~~the one hundred twenty-five dollars (\$125.00).~~

6  
7 **Section 17.4 ~~Safety Health and Environmental Reporting Process (SHERPS).~~ ~~Safety and Health~~**  
8 **Reporting Process.**

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

17  
18 **Section 17.5 Requirement of Medical Examination.**

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

1 to active employment, such involuntary separation from the payroll or such other adverse action.

2  
3 **17.5(a)** The Company will maintain emergency first aid service at other locations unless such  
4 service is available from military or other sources.

5  
6 **17.5(b)** When an employee at work requires immediate medical attention by a private medical  
7 practitioner or at a hospital due to an industrial injury/illness or exposure to hazardous agents in  
8 the work environment, and the employee is not able to provide his own transportation, the  
9 Company will provide the transportation to and from the employee's normal work location. If  
10 such an employee is returned to his work location too late to use his normal transportation home,  
11 the Company will provide that transportation.

12  
13 **Section 17.6 Medical Recommendations.**

14 **17.6(a)** A medical recommendation is a description of an employee's functional capabilities (i.e.  
15 physical or cognitive abilities) which are limited due to a medical condition. Medical  
16 recommendations are issued by the Company based on a review of relevant information, including  
17 information from the employee's community Health Care Provider when available.

18  
19 **17.6(b)** An employee who may need a new medical recommendation or the removal of a current  
20 medical recommendation, shall have the responsibility to report to the Company designated location  
21 and provide the following information, as applicable:

22  
23 **17.6(b)(1)** Upon the employee's return to work, the employee's community Health Care  
24 Provider's statement including the date the employee is released to return to work, and the  
25 employee's functional capabilities;

26  
27 **17.6(b)(2)** To report for re-evaluation when the period of a time-limited medical  
28 recommendation has elapsed, with a statement from the employee's community Health Care  
29 Provider regarding the functional capabilities if available;

30  
31 **17.6(b)(3)** A statement by the employee's community Health Care Provider pertaining to his  
32 medical condition, or change to such condition, including a statement of the employee's  
33 functional capacities.

1  
2 If the Company agrees that the medical condition of the employee warrants the initiation,  
3 removal or modification of a medical recommendation, such action will be taken. A medical  
4 recommendation placed in an employee's folder will be removed when the medical  
5 recommendation expires, or is discontinued by the Company.

6  
7 **Section 17.7 Employees with Injuries or Illnesses.**

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

11  
12 **Section 17.8 Employee Assistance.**

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

15  
16 ~~**17.8(a) Wellness Programs.** The Company will emphasize programs to improve the health and  
17 wellness of the workforce. Examples would include health monitoring, exercise, hypertension  
18 classes, weight loss programs and stop smoking classes.~~

19  
20 **17.8(b) Joint Company-Union Alcohol and Drug Dependency Program.** The parties  
21 recognize that drug and alcohol usage can adversely affect an employee's job performance and  
22 the maintenance of a safe and productive work environment and can undermine public trust and  
23 confidence in the Company's products. Accordingly, they agree to cooperate in substance abuse  
24 awareness and education.

25  
26 **ARTICLE 18**  
27 **STRIKES AND LOCKOUTS**  
28

29 The Union agrees that during the term of this Agreement, and regardless of whether an unfair labor  
30 practice is alleged (a) there will be no strike, sit-down, slow down, picketing, walk-out or any other  
31 interruption of work and (b) the Union will not directly or indirectly authorize, encourage or approve  
32 any refusal on the part of employees to proceed to the location of normal work assignment where no rare  
33 or unusual physical hazard is involved in proceeding to such location. Any employee who violates this

1 clause shall be subject to discipline. The Company agrees that during the term of this Agreement there  
2 will be no lockout of employees covered by this Agreement. Any claim by either party that the other  
3 party has violated this Article 18 shall not be subject to the grievance procedure or arbitration provisions  
4 of this Agreement, and either party shall have the right to submit such claim to the court.

5  
6 **ARTICLE 19**  
7 **GRIEVANCE PROCEDURE**  
8

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

14  
15 **STEP 1:** The aggrieved employee shall present his grievance to his Supervisor with a Steward  
16 present, and the grievance shall be answered by the Supervisor before the end of the  
17 second working day following the day on which the grievance was presented to the  
18 Supervisor. The grievance must be presented within ten (10) working days of the  
19 event resulting in the grievance or within ten (10) working days after the subject of  
20 the grievance is known to the employee, or shall not be considered.

21  
22 **STEP 2:** If the grievance is not adjusted satisfactorily in Step 1 of the Grievance Procedure,  
23 it shall be reduced to writing, signed by the employee and/or Steward, and  
24 presented to the Senior Manager or his designee. Said Management shall meet  
25 with the Steward at a time mutually agreed upon, but in no event later than five (5)  
26 working days after receipt of such written grievance. The Management's written  
27 answer shall be given within two (2) working days following the meeting in which  
28 the limit may be extended by mutual agreement between the parties. Both the  
29 Company and the Union may have additional parties participate in meetings at this  
30 step of the Grievance Procedure, and it is understood that such persons shall  
31 have reasonable access to the plant for the purpose of discussing the grievance.

32  
33 **STEP 3:** If the grievance is not satisfactorily settled, the Union may move the grievance to



1 Step 3 within ten (10) days of receipt of the Company's written Step 2 answer.  
2 The HR Director or his designee agrees to meet with the Union Business Agent  
3 and Steward for the purpose of resolving any outstanding grievances. The  
4 Company will provide a written response to the Union within five (5) days of the  
5 Step 3 meeting.  
6

7 **STEP 4:** Grievances not satisfactorily settled in Step 3 may be appealed to an impartial  
8 arbitrator. If the Union or the Company desires to arbitrate a grievance, they shall  
9 notify the other party in writing to that effect within thirty (30) calendar days  
10 following receipt of the Company's written Step 3 response. The parties will  
11 attempt to agree on an arbitrator. If the parties cannot agree upon an arbitrator, the  
12 grieving party will request a list of seven (7) arbitrators from the Federal  
13 Mediation and Conciliation Service. The parties shall alternately strike names  
14 from the list until one (1) name remains; this shall be the arbitrator to hear the  
15 grievance. The parties will flip a coin to determine who strikes first. The decision  
16 of the arbitrator shall be final and binding on both parties to this Agreement. Each  
17 party shall bear the expense of its own presentation. The arbitrator shall be paid  
18 equally between the Company and the Union. The arbitrator's authority shall be  
19 limited to those matters concerning interpretation of this Agreement.

20 In the event an employee shall be suspended or discharged from employment for any reason, such  
21 discharge shall constitute a grievance matter to be handled in accordance with the procedure set forth  
22 herein, including arbitration. The time limitations set forth herein for presenting and deciding  
23 grievances may be extended by mutual consent of the parties; except that the Company agrees that in  
24 matters of discharge the Union shall, upon request, be granted an extension of time not to exceed five (5)  
25 working days in which to present discharge grievance. A grievance concerning a suspension or  
26 discharge may begin at Step 2 of the grievance procedure and must be filed within ten (10) working days  
27 of the suspension or termination.  
28

## 29 **ARTICLE 20**

### 30 **MISCELLANEOUS**

#### 31

#### 32 **Section 20.1 Inventions.**

33 **20.1(a)** Employees shall be permitted to retain ownership of an invention conceived or

1 developed by them if the invention (a) was developed entirely on the employee's own time and  
2 the invention is one for which no equipment, supplies, facilities, or trade secret information of  
3 the Company was used; and (b) does not (i) relate directly to the business of the Company or to  
4 the Company's actual or demonstrably anticipated research or development, or (ii) result from  
5 any work performed by the employees for the Company. All other inventions shall be the  
6 property of the Company, and employees shall assist the Company in the protection of such  
7 inventions as directed by the Company.

8  
9 **20.1(b)** No employee shall be required, as a condition of employment or continued employment,  
10 to sign an invention agreement which contravenes the provisions of this Section.

11  
12 **Section 20.2 Sabotage.**

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

17  
18 **Section 20.3 Nondiscrimination.**

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

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

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

1 **Section 20.5 Security Interviews.**

2 Each employee has the right, during an investigation which the employee reasonably believes may result in  
3 discipline, to request the presence of his shop steward, if the shop steward is available. If his shop steward is  
4 not available, such employee may request the presence of another immediately available shop steward. If a  
5 shop steward, pursuant to the employee's request, is present during such an interview, the shop steward, in  
6 addition to acting as an observer, may, after the investigator has completed his questioning of the employee,  
7 ask additional questions of the employee in an effort to provide information which is as complete and  
8 accurate as possible. The shop steward shall not obstruct or interfere with the interview.

9

10 **Section 20.6 Subcontracting.**

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

17

18 **Section 20.7 Successorship.**

19 In the event of a sale of Company assets is being considered, the Company will give one hundred eighty  
20 (180) days minimum notice to the Union, if possible in light of the proposed structure of the sale and  
21 confidentiality considerations, and a minimum of sixty (60) days notice regardless, in order to facilitate  
22 discussions of the impact of such sale on bargaining unit employees.

23

24 The Company will likewise make any potential buyer fully aware of the current IAM labor agreement.

25

26 The Company will comply with all state and federal laws with respect to employee rights in connection  
27 with the sale of the business. There will be expedited bargaining on all issues related to the sale and its  
28 effects on employees.

29

30 It is likewise recognized that in the normal situation of a transfer of operations/assets structured as a stock sale,  
31 the labor contract and all employee rights thereunder will continue unchanged and be binding on the purchaser.

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**ARTICLE 21**



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In the event the employee declines to accept an in-line offer, there will be no requirement the employee be considered for future in-line openings unless the employee re-files after a thirty (30) day re-signup period.

1. Determine job opening by classification and shift assignment.
2. Determine if any current “A” employee has a shift preference on file.
3. Start with the most senior employee from the Employee Request Promotion list.

Newly assigned employees will be subject to a ninety (90) day evaluation period, during which time they will be considered as a temporary classification per Section 6.14. Employees who fail to qualify will be returned to their former job classification and shift. Discipline directly related to the failure to meet the new job qualifications issued to an employee during a ninety (90) day evaluation period will be removed if the employee returns to their former job classification.

Employees who fail to qualify within the ninety (90) calendar day evaluation period and return to their former job classification, must wait thirty (30) calendar days from the date of their return to re-file for a promotion within the same job classification.

B. (Open) Promotions shall be by seniority and will be subject to a ninety (90)-day evaluation period, during which time they will be coded as a temporary classification per Section 6.14. Discipline directly related to the failure to meet the new job qualifications issued to an employee during a ninety (90) day evaluation period will be removed if the employee returns to their former job classification. Employees who fail to qualify will be returned to their former job classification.

1. A promotion is a job which has a higher rate of pay.
2. The Employer shall select the senior qualified employee applying. Such selection shall be subject to Article 19.
3. “Qualifications” shall mean the minimal qualifications for the classification

1 as determined by management, which shall be put in writing and posted.  
2 These minimum qualifications shall not be subject to Article 19.

- 3  
4 4. Employee must have at least six (6) months company service and have a  
5 satisfactory work record.  
6

7 **ARTICLE 23**  
8 **DURATION**  
9

10 This Agreement shall become effective as of the beginning of first shift on May 11, ~~2013~~ 2016 (which  
11 date is the date as of which this Agreement was executed, sometimes referred to as the "effective date of  
12 this Agreement") and shall remain in full force and effect until midnight at the close of May ~~11~~,  
13 ~~2016~~ 2019, and shall automatically be renewed for consecutive periods of one (1) year thereafter,  
14 unless either party shall notify the other in writing, at least sixty (60) days but not more than ninety (90)  
15 days prior to May ~~11~~ of any calendar year, beginning with ~~2016~~ 2019, of its desire to terminate the  
16 Agreement, in which event this Agreement shall terminate at midnight at the close of such May ~~11~~, unless  
17 renewed or extended by mutual written agreement. In the case of such notice the parties agree to meet  
18 immediately thereafter for the purpose of negotiating a new Agreement or a written renewal of this Agreement.  
19

20 INTERNATIONAL ASSOCIATION OF  
21 MACHINISTS AND AEROSPACE WORKERS,  
22 AFL-CIO  
23

TRIUMPH COMPOSITE SYSTEMS, INC.

24 By \_\_\_\_\_  
25 ~~Tom Wroblewski~~ Jon Holden, President and  
26 Directing Business Representative  
27 District Lodge 751, IAM&AW  
28

By \_\_\_\_\_  
25 ~~Timothy A. Stevens~~ Patrick Jones, President  
26 Triumph Composite Systems, Inc.

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

**Triumph Group - Medical Plan**  
PLAN DESIGN & BENEFITS

PLAN FEATURES	PREFERRED CARE	NON-PREFERRED CARE
<b>Deductible</b> (per calendar year)	\$500 Individual \$1,000 Family	\$4,000 Individual \$8,000 Family
<p>All covered expenses, excluding prescription drugs, accumulate toward both the preferred and non-preferred Deductible.            Unless otherwise indicated, the Deductible must be met prior to benefits being payable.            Once Family Deductible is met, all family members will be considered as having met their Deductible for the remainder of the calendar year.</p>		
<b>Member Coinsurance</b>	15%	50%
<p>Applies to all expenses unless otherwise stated.</p>		
<b>Payment Limit</b> (per calendar year)	\$3,500 Individual \$7,000 Family	\$8,000 Individual \$16,000 Family
<p>All covered expenses, including prescription drugs, accumulate toward both the preferred and non-preferred Payment Limit.            Only those out-of-pocket expenses resulting from the application of coinsurance percentage, deductibles, and copays (including any penalty amounts) may be used to satisfy the Payment Limit.            Once Family Payment Limit is met, all family members will be considered as having met their Payment Limit for the remainder of the calendar year.</p>		
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Primary Care Physician Selection</b>	Optional	Not applicable
<p><b>Certification Requirements -</b>            Certification for certain types of Non-Preferred care must be obtained to avoid a reduction in benefits paid for that care. Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, Hospice Care and Private Duty Nursing is required - excluded amount applied separately to each type of expense is \$400 per occurrence.</p>		
<b>Referral Requirement</b>	None	None
<b>PREVENTIVE CARE</b>		
<b>Routine Adult Physical Exams/ Immunizations</b>	Covered 100%; deductible waived	Not Covered
<p>1 exam per 12 months for members age 18 and older.</p>		
<b>Routine Well Child Exams/Immunizations</b>	Covered 100%; deductible waived	Not Covered
<p>7 exams in the first 12 months of life, 3 exams in the second 12 months of life, 3 exams in the third 12 months of life, 1 exam per year thereafter to age 18.</p>		
<b>Routine Gynecological Care Exams</b>	Covered 100%; deductible waived	Not Covered
<p>Includes routine tests and related lab fees</p>		
<b>Routine Mammograms</b>	Covered 100%; deductible waived	Not Covered
<b>Women's Health</b>	Covered 100%; deductible waived	Not Covered
<p>Includes: Screening for gestational diabetes, HPV (Human Papillomavirus) DNA testing, counseling for sexually transmitted infections, counseling and screening for Human Immunodeficiency Virus, screening and counseling for interpersonal and domestic violence, breastfeeding support, supplies, and counseling.            Contraceptive methods, sterilization procedures, patient education and counseling. Limitations may apply.</p>		



<b>Routine Digital Rectal Exam / Prostate-specific Antigen Test</b>	Covered 100%; deductible waived	Not Covered
<b>Colorectal Cancer Screening</b> For all members age 50 and over.	Covered 100%; deductible waived	Not Covered
<b>Routine Eye Exams</b>  1 routine exam per 24 months	Covered 100%; deductible waived	Not Covered
<b>Routine Hearing Exams</b>  1 routine exam per 24 months	Covered 100%; deductible waived	Not Covered
<b>PHYSICIAN SERVICES</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
<b>Office Visits to Non-Specialist</b> (non-surgical)  Includes services of an internist, general physician, family practitioner or pediatrician.	\$10 office visit copay; deductible waived	50%
<b>Specialist Office Visits</b>	\$30 office visit copay; deductible waived	50%
<b>Office Visits for Surgery</b>	15%	50%
<b>Pre-Natal Maternity</b>	Covered 100%; deductible waived	50%
<b>Maternity Delivery and Post Partum care</b>	15%	50%
<b>Allergy Testing</b>	Covered as either PCP or specialist office visit; deductible waived	50%
<b>Allergy Injections</b>	Covered 100%; deductible waived	50%
<b>DIAGNOSTIC PROCEDURES</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
<b>Diagnostic Laboratory - Quest Diagnostics and Independent Laboratory</b> If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing	\$30 copay; deductible waived	50%
<b>Diagnostic Laboratory - Hospital Outpatient Laboratory</b>	15%	50%
<b>Diagnostic X-ray</b> If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing	15%	50%
<b>Urgent Care Provider</b> (benefit availability may vary by location)	\$30 copay; deductible waived	50%
<b>Non-Urgent Use of Urgent Care Provider</b>	Not Covered	Not Covered
<b>Emergency Room</b>	\$150 copay; deductible waived	\$150 copay; deductible waived
<b>Non-Emergency care in an Emergency Room</b>	Not Covered	Not Covered
<b>Ambulance</b>	20%	20%
<b>HOSPITAL CARE</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
<b>Inpatient Coverage</b> The member cost sharing applies to all covered benefits incurred during a member's inpatient stay	15%	50%

<b>Inpatient Maternity Coverage</b> (includes delivery and postpartum care)	15%	50%
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
<b>Outpatient Surgery</b> (Freestanding Facility)	15%	50%
<b>Outpatient Hospital Expenses</b> (excluding surgery)	15%	50%
The member cost sharing applies to all Covered Benefits incurred during a member's outpatient visit		
<b>MENTAL HEALTH SERVICES</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
<b>Inpatient</b>	15%	50%
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
<b>Outpatient</b>	\$30 copay; deductible waived	50%
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit		
<b>ALCOHOL/DRUG ABUSE SERVICES</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
<b>Inpatient</b>	15%	50%
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
<b>Outpatient</b>	\$30 copay; deductible waived	50%
The member cost sharing applies to all Covered Benefits incurred during a member's outpatient visit		
<b>OTHER SERVICES</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
<b>Convalescent Facility</b>	15%	50%
Limited to 120 days per calendar year. The member cost sharing applies to all covered benefits incurring during a member's inpatient stay		
<b>Home Health Care</b>	15%	50%
Limited to 120 visits per calendar year. Each visit by a nurse or therapist is one visit. Each visit up to 4 hours by a home health care aide is one visit.		
<b>Hospice Care - Inpatient</b>	15%	50%
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
<b>Hospice Care - Outpatient</b>	15%	50%
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit		
<b>Private Duty Nursing</b> - Outpatient (Limited to 70 eight hour shifts per calendar year)	15%	50%
Each period of private duty nursing of up to 8 hours will be deemed to be one private duty nursing shift.		
<b>Outpatient Short-Term Rehabilitation</b>	15%	50%
Include Speech, Physical, and Occupational Therapy		
<b>Spinal Manipulation Therapy</b>	20%	20%
<b>Durable Medical Equipment</b>	15%	50%
<b>Diabetic Supplies</b>	15%	50%
Diabetic Supplies: Syringes, Needles, Lancets and testing strips covered at \$0 copay/100%.		
<b>Contraceptive drugs and devices not obtainable at a pharmacy</b>	Covered 100%; deductible waived	50% (payable as any other covered expense)
<b>Generic FDA-approved Women's Contraceptives</b>	Covered 100%; deductible waived	Not Covered
<b>Vision Eyewear</b>	100% up to \$70 every 24 months	100% up to \$70 every 24 months
<b>Hearing Aids</b>	100% deductible waived; covers Hearing Aids to a maximum of \$1,120 for both ears, every 5 years	

<b>Transplants</b>	15% Preferred coverage is provided at an IOE contracted facility only	50% Non-Preferred coverage is provided at a Non-IOE facility.
<b>Bariatric</b>	15% Preferred coverage is provided at an IOE contracted facility only; after deductible	50% Non-Preferred coverage is provided at a Non-IOE facility.
<b>Mouth, Jaws and Teeth</b> (oral surgery procedures, whether medical or dental in nature)	Member cost sharing is based on the type of service performed and the place of service where it is rendered	50%
<b>FAMILY PLANNING</b>		
<b>Infertility Treatment</b>	<b>PREFERRED CARE</b> Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible	<b>NON-PREFERRED CARE</b> Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible
Diagnosis and treatment of the underlying medical condition.		
<b>Comprehensive Infertility Services</b>	15%	50%
Coverage includes Artificial Insemination (limited to six courses of treatment per member's lifetime) and Ovulation Induction (limited to six courses of treatment per member's lifetime). Lifetime maximum applies to all procedures covered by any Aetna plan except where prohibited by law.		
<b>Vasectomy</b>	15%	50%
<b>Tubal Ligation</b>	Covered 100%; deductible waived	50%
<b>PHARMACY</b>		
<b>Retail</b>	10% coinsurance with a maximum per script of \$20 for generic, 20% coinsurance with a maximum per script of \$50 for formulary brand.	
<b>Mail Order</b>	10% coinsurance with a maximum per script of \$40 for generic, 20% coinsurance with a maximum per script of \$100 for brand formulary, 50% coinsurance with a maximum per script of \$200 for non-formulary brand.	
<b>Specialty Rx</b>		
<b>GENERAL PROVISIONS</b>		
<b>Dependents Eligibility</b>	Spouse, children from birth to age 26	

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### Triumph – Dental Plan

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

**Type A Services:**

Preventive and Diagnostic 100% (no deductible)

**Type B Services — Restorative:**

Fillings, extractions, root canal 80% (deductible applies)

**Type C Services — Major Restorative:**

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

**Type D Services – Orthodontia**

(children to age 19 only) 50% (no deductible \$2,000 lifetime  
maximum and limited to dependents  
under age 19)

Above benefits subject to \$2,000 annual maximum per person for Type A, B and C Services.

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### Wellness Program

The Company has the right to offer the same wellness and care management programs to employees covered by this collective bargaining agreement as are offered to non-union employees. The activities to be rewarded, the amount of the rewards, the vehicle for the payment of rewards and the vendor(s) used to administer the programs are at the discretion of the Company.

*The Parties understand that the Patient Protection and Affordable Care Act have drastically altered the manner in which health care is offered to employees. The Parties further understand that many new rules will be implemented over the period of this agreement and that the rules are yet to be completed, written and/or published. The Parties agree that the Employer must comply with these rules and may have to make alterations to the health care plans offered to the employees to remain in compliance with as yet unwritten and unpublished rules.*