



COLLECTIVE BARGAINING AGREEMENT



Triumph Composite
Systems, Inc.
A Triumph Group Company

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TRIUMPH COMPOSITE SYSTEMS, INC.

and

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

MAY 11, 2016 – MAY 11, 2020

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1 **COLLECTIVE BARGAINING AGREEMENT**

2
3 **of May 11, 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, 2016 by and between Triumph Composite Systems, Inc., (the term
18 "the Company" being hereinafter deemed in each instance to refer to such corporation), and the International
19 Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 751 and Local Lodge 86,
20 hereafter representing employees of the Company in the units described in Article 1 (the term "the Union"
21 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) Computer and Phone Service Support.** It is mutually agreed that non-union and IAM
7 represented employees can work together to support moving phones and computers. This joint
8 effort will allow employees to move phone and computing equipment hardware, pull cables,
9 fiber optic lines, etc. The union and the company agree that this working relationship will not
10 initiate jurisdictional ownership, complaints or grievances.

11
12 **Section 3.3 Non-Discrimination.**

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

16
17 **Section 3.4 Drug-Alcohol Policy.**

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

20
21 **Section 3.5 Training.**

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

25
26 **Section 3.6 Safety Committee.**

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

29
30 **Section 3.7 Employee Reviews.**

31 The Company will review the general performance of each employee at least once annually. An
32 Employee Evaluation Report will be completed by the employee's Supervisor. The result of this
33 evaluation will be discussed with the employee. The employee has the right to attach his/her own

1 comments and statements, and talk to upper management, if he/she disagrees with any part of the
2 evaluation. There shall also be space on the evaluation form for the employee to state his/her work goals,
3 areas for training and improvement, and promotion requests. Such evaluations are an employee
4 communication and development tool. Upon request employees will be given a copy of their individual
5 reviews within five (5) working days.

6 7 **ARTICLE 4**

8 **UNION REPRESENTATIVES AND UNION ACTIVITY**

9 10 **Section 4.1 Union to Furnish List of Representatives.**

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

15 16 **Section 4.2 Bulletin Boards.**

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

22 23 **Section 4.3 Union Representatives' Access to Plants.**

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

27 28 **Section 4.4 Conditions Relating to Access to Plants.**

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

31
32 **4.4(a)** The Company shall be required to admit only those accredited Business Representatives
33 who are being admitted as of the effective date of this Agreement, and such other Business

1 Representatives as may be accredited by the Union as provided in Section 4.1 above, who
2 provide the Company with sufficient advance notice of their visit.

3
4 **4.4(b)** Business Representatives and Union representatives who are entitled under Section 4.3 to
5 admittance to the Company's facilities shall sign in where required through the Company-
6 designated organization at the plant. Upon being admitted, they shall proceed to the shop or
7 organization they wish to visit, contact the supervisor then present, inform him of the purpose of
8 their visit and obtain his permission prior to contacting any employee in such shop or
9 organization. Such permission will be granted except where there is a substantial reason for
10 delaying the contact due to safety conditions or the fact that a critical operation is in process.
11 Upon leaving the plant or facility they shall sign out and return any temporary identification
12 badges which were issued for the purpose of the specific visit.

13
14 **4.4(c)** Business Representatives and Union representatives granted admittance to the Company's
15 facilities under this Article 4 shall not engage in organizing or campaigning for Union or
16 political office on Company premises. This Section 4.4(c) will not be interpreted as preventing
17 Business Representatives or Union representatives from discussing, in non-work areas during
18 non-work periods, matters of Union membership, fees or dues, with employees who are within
19 one of the collective bargaining units described in Article 1 of this Agreement.

20
21 **4.4(d)** Union representatives who fail to comply with the provisions of Sections 4.3, 4.4, and 4.5
22 shall forfeit their admittance rights.

23
24 **Section 4.5 Union Activity During Working Hours.**

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

29
30 **Section 4.6 Stewards.**

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

32
33 **4.6(a)** The Union may designate one (1) employee as a steward for each seventy-five (75)

1 employees, or fraction thereof, up to a maximum of three (3) for each shift. In the absence of the
2 regular steward for any reason, the Union may designate a temporary steward to act for the
3 regular steward. Such designation shall be in writing.
4

5 **4.6(b)** The effective appointment date of a steward will be the third workday following the date
6 on which the appointment letter from the Union is received by the applicable designated office of
7 the Company, provided the appointment is determined to be in conformance with Section 4.6(a)
8 above.
9

10 **4.6(c)** The Company will notify the Union of cases requiring a selective reduction in the number
11 of stewards to conform with Section 4.6(a) above. Within three (3) workdays following the date
12 the Union receives such notice from the Company, the Union will notify the Company of the
13 names of the appropriate number of individuals the Union desires to have deleted from the
14 Company records as stewards. No surplus action will affect such excess stewards during such
15 three (3)-workday period. The above three (3)-workday waiting period will not apply in the
16 handling of situations wherein no selective reduction is involved.
17

18 **4.6(d)** An employee while serving as a steward shall not be surplusd, transferred or loaned from
19 his job classification, or his shift so long as other employees remain in his job title, and on the
20 shift for which he is designated as steward. If he is not eligible so to remain in his job
21 classification, he will be offered a downgrade to the highest job classification within his normal
22 line of promotion which is then being utilized on the shift for which he is designated as steward.
23 If he declines such a downgrade or if he is relieved of his steward's status prior to such
24 downgrade action, he will then be subject to normal surplusdng procedures as provided elsewhere
25 in this Agreement.
26

27 **4.6(e)** Stewards will be promoted and recalled from layoff on the same basis as provided in this
28 Agreement for other employees, except that in the event a shift in a shop is deactivated and is
29 reactivated by the Company within one hundred twenty (120) calendar days after such
30 deactivation, the former steward will be offered an opportunity to return to that shift provided the
31 Company determines to utilize the steward's former job classification or a lower classification in
32 the same job family in such shift within such one hundred twenty (120)-day period, and further
33 provided that the former steward has not been replaced as steward by the Union in the interim.

1 **4.6(f)** A steward will retain his steward status while on approved medical leave of absence,
2 provided that he has not been replaced as steward by the Union prior to expiration of such leave.
3

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

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

21
22 **Section 4.8 Departure from Work for Union Business.**

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

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

8 **ARTICLE 5**

9 **WORKWEEK, HOURS OF WORK, SHIFTS**

11 **Section 5.1 Workweek.**

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

15 **Section 5.2 Short Workweek.**

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

20 **Section 5.3 Shifts; Lunch Periods; Rest Periods.**

21 Each employee shall be assigned to a definite shift with designated times of beginning and ending. All
22 shifts shall be an eight (8) hour and thirty (30) minute period, which shall include a thirty (30) minute
23 unpaid lunch period. The designated times of beginning each shift during the scheduled workweek shall
24 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
25 shift - between 9:00 P.M. and 1:30 A.M. of the following day. Each employee shall be given a fifteen (15)-
26 minute rest period in each half of the shift to which he is assigned, the time of starting each such rest
27 period to be designated by the Company. Each employee who is required to report for work two (2) or
28 more hours prior to the start of his regular shift shall receive a ten (10) minute rest period prior to the start
29 of his regular shift. Each employee who is scheduled to work two (2) or more hours of overtime after his
30 regular shift shall receive a ten (10) minute rest period prior to the start of the overtime. Changes of shift
31 assignments shall be made on the first day of a new workweek whenever practicable.

1 **Section 5.4 Shift Preference.**

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

14
15 **5.4(a)** As stated, shift preferences as defined will not apply in instances where the exercise of such
16 rights would affect the efficiency of Company operations in any organization on any shift. When
17 such instances arise, it shall be the responsibility of the Company to prepare an exception request.
18 Exception requests shall be discussed with the Union prior to submittal for final approval.

19
20 **5.4(a)(1)** When staffing a new shift, the Company maintains the right to assign
21 employees necessary to accomplish the work, including the right to assign employees
22 with key skills regardless of their shift preference. The Company will attempt to complete
23 such staffing from volunteers, assignments from other shifts in reverse seniority order,
24 promotions, and new hires.

25
26 **5.4(a)(2)** When senior employees are displaced from their shift of preference during a
27 staffing exercise, the displaced employee shall be given, in writing, a date of return to the
28 preferred shift he was on as soon as possible, no later than seven (7) calendar days.

29
30 **5.4(b)** The Company will de-staff a shift in the following order: first, by shift preference filings,
31 and second, in reverse seniority order among remaining employees. In cases where the shift is to
32 be eliminated, employees will be notified in advance and given the opportunity to file a timely
33 shift preference.

ARTICLE 6
RATES OF PAY

Section 6.1 Definitions.

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

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

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

Section 6.2 Base Rates. The following base rate ranges will be effective May 11, 2016:

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

Heritage Wage Maximums

Job Classification	Maximum Rate of Pay	2019 Max. (3%)
Team Lead	\$27.48	\$28.30
Production Mechanic A	\$27.48	\$28.30
Production Mechanic B	\$24.78	\$25.52
Maintenance Mechanic A	\$30.18	\$31.09
Maintenance Mechanic B	\$28.42	\$29.27
Inspection Mechanic A	\$28.42	\$29.27
Inspection Mechanic B	\$26.58	\$27.38
Tooling Mechanic A	\$29.44	\$30.32
Tooling Mechanic B	\$27.60	\$28.43
Development Mechanic A	\$31.30	\$32.43
Development Mechanic B	\$29.54	\$30.43

1 **6.2(b) Wage Rates.**

2

3

4 Job Classification	5 Minimum Rate of Pay +2%	6 07/04/2016 Max. \$0.65	7 05/11/2017 Max.	8 05/11/18 Max.	9 05/11/19 Max. +3%
10 Team Lead	\$13.63	\$24.22	\$24.88	\$25.53	\$26.30
11 Production Mechanic A	\$13.63	\$24.22	\$24.88	\$25.53	\$26.30
12 Production Mechanic B	\$11.22	\$21.90	\$22.47	\$23.02	\$23.71
13 Maintenance Mechanic A	\$16.23	\$26.54	\$27.30	\$28.04	\$28.88
14 Maintenance Mechanic B	\$14.49	\$25.03	\$25.72	\$26.40	\$27.19
15 Inspection Mechanic A	\$14.49	\$25.03	\$25.72	\$26.40	\$27.19
16 Inspection Mechanic B	\$12.76	\$23.45	\$24.08	\$24.69	\$25.43
17 Tooling Mechanic A	\$15.51	\$25.90	\$26.63	\$27.35	\$28.17
18 Tooling Mechanic B	\$13.78	\$24.33	\$24.99	\$25.64	\$26.52
19 Development Mechanic A	\$17.25	\$27.50	\$28.30	\$29.08	\$29.95
20 Development Mechanic B	\$15.51	\$25.99	\$26.72	\$27.44	\$28.26

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

22 All employees subject to 6.2(b) Wage Rates, will receive a sixty-five cent (\$0.65) increase to their base wage rate effective July 04, 2016.

23 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).

24 **6.2(c) New Hires.** New employees will be paid a base rate within the base rate range established by Section 6.2(b) for their job classification.

25

26 **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:

27

28

29 **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.

30

31

32 **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

33

1 though he had been recalled to the same job classification under Section 6.2(d)(1) and
2 then reclassified under Section 6.3(d).

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

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

10
11 **6.2(e)(2)** If the leave of absence was granted for any other reason, his base rate will be
12 determined as though he had been recalled from layoff under Section 6.2(c).

13
14 **Section 6.3 Base Rate Changes.**

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

23
24 No more than fourteen (14) seniority progression increase steps shall be required before an
25 employee is advanced to the top of the wage range.

26
27 **6.3(b)** All employees on the-effective date of this Agreement whose wage is above the maximum
28 rate shall retain that rate and be eligible for any future general wage increases.

29
30 **6.3(c) Lump Sum Bonus.**

31
32 **6.3(c)(1)** Bargaining unit employees on the payroll effective May 11, 2016, who meet the
33 qualifications listed below will receive a lump sum bonus of three thousand dollars
34 (\$3,000.00) paid on July 08, 2016.

1 **6.3(c)(2)** Bargaining unit employees on the payroll effective May 11, 2017, who meet the
2 qualifications listed below will receive a lump sum bonus of two thousand dollars
3 (\$2,000.00) paid on May 26, 2017.

4
5 **6.3(c)(3)** Bargaining unit employees on the payroll effective May 11, 2018, who meet the
6 qualifications listed below will receive a lump sum bonus of two thousand dollars
7 (\$2,000.00) paid on May 25, 2018.

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

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

16
17 Workers' compensation leave or military leave time shall count as hours worked (up to
18 eight (8) hours a day, forty (40) hours a week).

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

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

31
32 Straight-time compensated hours = Percent of bonus payment
33 1,040 hours

1 **6.3(d) Base Rates After Reclassifications.** Subject to the base rate ranges provided for in
2 Section 6.2(a) and (b), employees who are promoted will have their base rate increased by one
3 dollar (\$1.00) or to the minimum for the job classification, whichever is greater and employees
4 who are downgraded will have their base rate decreased by one dollar (\$1.00) or to the maximum
5 for the job classification, whichever is less.
6

7 **Section 6.4 Cost of Living.**

8 Employees covered by this Agreement shall receive Cost of Living Adjustments to the extent such
9 adjustments become effective under and in accordance with all of the terms, conditions and limitations
10 stated in this Section 6.4.
11

12 Seniority employees will be eligible to receive COLA increases as defined below. This payment will be
13 based on months of active service and prorated accordingly. COLA calculations will be cumulative
14 from each six (6) month period to six (6) month period.
15

- 16 A. The Company agrees to a COLA which shall be adjusted, as set forth below, for changes
17 in the cost of living during the life of this Agreement.
18
- 19 B. Eligibility for COLA is extended to employees in the bargaining unit, including those on
20 leaves of absence on a pro-rated basis as indicated above.
21
- 22 C. The basis for determining COLA will be as follows: The COLA will be determined in
23 accordance with changes in the Consumer Price Index for Urban Wage Earners and
24 Clerical Workers (CPI-W) (United States City Average, All Items, 1982-84=100),
25 published monthly by the Bureau of Labor Statistics (BLS), United States Department of
26 Labor, and hereinafter referred to as the “BLS Consumer Price Index.”
27
- 28 D. The amount of the COLA which shall be effective for the periods provided below shall
29 be based on the percent of increase between the average for the prior six (6) months and
30 the Peg Point (233.438 equals \$0.00) with one cent (\$0.01) adjustment for each full
31 0.075% change in the average BLS Consumer Price Index for the appropriate six (6)
32 month period indicated.
33

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 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, 2020 through June 30, 2020,
14 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
28 **Section 6.7 Jury Duty, Witness Duty, Military Leave, Bereavement Leave.**

29 **6.7(a) Jury Duty.** An employee absent from work due to (1) required jury duty (including grand
30 jury duty), (2) to testify as a witness for the Company, (3) to respond to a subpoena to appear as
31 a witness in any legal proceeding, (4) to appear at an arbitration resulting from the referral, by a
32 court, for a lawsuit that has been filed with the court (excluding arbitration pursuant to a
33 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 thirty (30) calendar days following the death (or evidence of belated notification of death). For
14 the purposes of this Section 6.7(c) the "immediate family" is defined as follows: spouse, mother,
15 father, mother-in-law, father-in-law, children, brother, sister, son-in-law, daughter-in-law, great-
16 grandparents, grandparents, grandchildren, stepmother, stepfather, stepchildren, stepbrother,
17 stepsister, half-brother, half-sister, brother-in-law, sister-in-law and spouse's grandparents. In
18 addition, an employee will be granted bereavement leave for a stillborn child if the employee
19 provides a certificate of fetal death which has been certified by the attending physician.
20 Employees shall be granted up to an additional two (2) days leave without pay providing
21 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 compensated in excess of eight (8) hours in one (1) day shall be paid at time and
26 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 **6.11(d)** All time worked on Sunday shall be paid at double time providing an employee has forty
32 (40) straight time compensated hours in the current week plus eight (8) hours on Saturday. If an
33 employee has no time worked on Saturday, anytime on Sunday shall be paid at time and one-

1 half. However, if an employee has no time worked on Saturday due to Company action,
2 overtime on Sunday will be paid at double time. All time worked on fixed holidays shall be paid
3 at double time. The double time on holidays shall be in addition to the holiday pay specific in
4 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 one (1) consecutive weekend or two (2) weekends total in a calendar
22 month. "Weekend" means Saturday or Saturday/Sunday. Employees shall not be required to
23 work overtime on a contract holiday weekend. Any overtime in excess of these rules shall be on
24 a voluntary basis. Overtime in excess of one hundred twenty-eight (128) hours in a calendar
25 quarter shall be compensated at a double time rate, regardless of what the rate would otherwise
26 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:

Payroll Quarters	Payroll Quarter Beginning	Payroll Quarter Ending
2 nd – 2016	March 14, 2016	June 19, 2016
3 rd – 2016	June 20, 2016	September 25, 2016
4 th – 2016	September 26, 2016	December 18, 2016
1 st – 2017	December 19, 2016	March 26, 2017
2 nd – 2017	March 27, 2017	June 18, 2017
3 rd – 2017	June 19, 2017	September 24, 2017
4 th – 2017	September 25, 2017	December 17, 2017
1 st – 2018	December 18, 2017	March 25, 2018
2 nd – 2018	March 26, 2018	June 17, 2018
3 rd – 2018	June 18, 2018	September 23, 2018
4 th – 2018	September 24, 2018	December 18, 2018
1 st – 2019	December 19, 2018	March 24, 2019
2 nd – 2019	March 25, 2019	June 16, 2019
3 rd – 2019	June 17, 2019	September 22, 2019
4 th – 2019	September 23, 2019	December 15, 2019
1 st – 2020	December 16, 2019	March 22, 2020
2 nd – 2020	March 23, 2020	June 28, 2020

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

1 Business Representative shall be provided with notification of temporary assignments that are estimated
 2 to be in effect for sixty (60) or more days prior to or coincident with the effective date of such
 3 assignments. The foregoing time period limitation will not apply in instances where an employee is on
 4 travel assignment. Repetitive temporary assignments shall not be used to fill a permanent job opening.

5
 6 **ARTICLE 7**
 7 **HOLIDAYS**
 8

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

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

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

2017 Holidays	Day	Date of Observance
Winter Break	Monday	January 02, 2017
Memorial Day	Monday	May 29, 2017
Independence Day	Tuesday	July 04, 2017
Labor Day	Monday	September 04, 2017
Thanksgiving Day	Thursday	November 23, 2017
Friday following Thanksgiving	Friday	November 24, 2017
Winter Break	Friday	December 22, 2017
Winter Break	Monday	December 25, 2017
Winter Break	Tuesday	December 26, 2017
Winter Break	Wednesday	December 27, 2017
Winter Break	Thursday	December 28, 2017
Winter Break	Friday	December 29, 2017

2018 Holidays	Day	Date of Observance
Winter Break	Monday	January 01, 2018
Memorial Day	Monday	May 28, 2018
Independence Day	Wednesday	July 04, 2018
Labor Day	Monday	September 03, 2018
Thanksgiving Day	Thursday	November 22, 2018

2018 Holidays (con't)	Day	Date of Observance
Friday following Thanksgiving	Friday	November 23, 2018
Winter Break	Monday	December 24, 2018
Winter Break	Tuesday	December 25, 2018
Winter Break	Wednesday	December 26, 2018
Winter Break	Thursday	December 27, 2018
Winter Break	Friday	December 28, 2018
Winter Break	Monday	December 31, 2018

2019 Holidays	Day	Date of Observance
Winter Break	Tuesday	January 01, 2019
Memorial Day	Monday	May 27, 2019
Independence Day	Friday	July 04, 2019
Labor Day	Monday	September 02, 2019
Thanksgiving Day	Thursday	November 28, 2019
Friday following Thanksgiving	Friday	November 29, 2019
Winter Break	Tuesday	December 24, 2019
Winter Break	Wednesday	December 25, 2019
Winter Break	Thursday	December 26, 2019
Winter Break	Friday	December 27, 2019
Winter Break	Monday	December 30, 2019
Winter Break	Tuesday	December 31, 2019

2020 Holidays	Day	Date of Observance
Winter Break	Wednesday	January 01, 2020

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.

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

2 Those employees who are assigned to work on third shift shall observe holidays in accordance with Sections
3 7.1 through 7.4 except when Independence Day falls on a Monday, Tuesday, Wednesday or a Thursday.
4 When this occurs, they shall observe the Independence Day holiday on the fifth of July.

5
6 **ARTICLE 8**
7 **VACATION PLAN**
8

9 **Section 8.1 General.**

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

14
15 **Section 8.2 Accumulation of Vacation.**

16 **8.2(a)** Vacation credits are accrued on a per-compensated hour basis excluding overtime and
17 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 8years	96 hours
9 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

28
29 Company service date will be used to determine the credits to be awarded. Vacation credits may
30 accumulate to a maximum of eighty (80) additional hours above Annual Vacation credit (as determined
31 from above schedule). No additional vacation credits will be accrued until the number of credits in the
32 account drops below the maximum.

33
34 Vacation credits will not be accrued in excess of ninety (90) calendar days on a leave of absence.

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

2 **8.3(a)** Subject to management approval based on Company work schedule requirements,
3 previously awarded vacation credits may be used by the employee without limit. Management
4 will encourage employee use of vacation for time off within the period credits are available. Use
5 of vacation at times convenient to the employee will be arranged to the extent permitted by
6 Company work schedule requirements, provided the employee provides the Company with
7 twenty-four (24) hours advance notice. Once a vacation request has been submitted, the
8 Company will respond promptly, no later than seven (7) calendar days, absent agreement to
9 some other response time. If an employee asks for vacation within twenty-four (24) hours, the
10 Company will answer that request before the end of the shift.

11
12 **8.3(b)** Vacations are to be taken as time off. Unused vacation credits, in excess of the maximum
13 limit, will be paid in lieu at the employee's base rate, including shift differential where applicable
14 if the nonuse of vacation was due to the fault of the Company.

15
16 **8.3(c)** Subject to 8.3(a), vacation credits may be used in one (1) hour increments.

17
18 **8.3(d)** Holidays occurring while an employee is on vacation are not deducted from vacation credits.

19
20 **8.3(e)** Payment for vacations will be made at the employee's base rate in effect at the time
21 vacation is taken, including shift differential.

22
23 **8.3(f)** An employee on leave of absence shall be required to use one-half of these vacation
24 credits at the time of the leave consistent with Articles 9 and 15, subject to the provisions of
25 Section 8.3(c). This provision does not apply in the case of industrial illness or injury.

26
27 **Section 8.4 Vacation Payment on Termination.**

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

ARTICLE 9
PAID TIME OFF (PTO)

Section 9.1.

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

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

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

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

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

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

To be eligible for the annual forty (40) hours PTO, employees must have actually worked some part of the calendar year prior to December 31 of the year in question. The employees’ forty (40) hours annual credit will be reduced pro rata only for any time missed above ninety (90) days in prior calendar year.

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

2 For example:

3

4 1. If hired July 01, 2016 and employee gains seniority on October 01, 2016, then he
5 earns twenty (20) hours immediately on October 1, and forty (40) more hours on
6 January 01 of the next year.

7

8 2. The Company will allow ten (10) hours upon hire to probationary employees;
9 then at ninety (90) days populate their account with pro-rated forty (40) hours, but
10 as per the above example, minus what has previously been used of the ten (10)
11 hours new-hire credit. This ten (10) hours shall not be subject to cash out if
12 January 01 occurs during the probationary period.

13

14 3. If employee is hired December 01, and gains seniority on March 01 of the next
15 year, he would then vest forty (40) hours, plus one-twelfth (1/12) of forty (40)
16 hours to account for his December work.

17

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

20

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

24

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

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

27

- 28 A. Termination for Cause – Zero payout of balance
- 29 B. Layoff – Full payout of balance
- 30 C. Voluntary Resignation with greater than 2-week notice – Full payout of balance
- 31 D. Voluntary Resignation with less than 2-week notice – Zero payout of balance

32

33

1 **ARTICLE 10**

2 **SAVINGS AND RETIREMENT PLANS**

3
4 **Section 10.1 Retirement Plan.**

5 **10.1(a)** All eligible employees on payroll effective May 11, 2016, the Company shall contribute
6 one dollar seventy cents (\$1.75) per regular hour, to the IAM National Pension Plan.

7
8 **10.1(b)** Effective May 11, 2017, the Company shall contribute one dollar eighty cents (\$1.80)
9 per regular hour, to the IAM National Pension Plan.

10
11 **10.1(c)** Effective May 11, 2018, the Company shall contribute one dollar eighty cents (\$1.80) per
12 regular hour to the IAM National Pension Plan.

13
14 **10.1(d)** Effective May 11, 2019, the Company shall contribute one dollar eighty cents (\$1.80)
15 per regular hour to the IAM National Pension Plan.

16
17 **10.1(e)** No IAM National Pension benefits for employee hired after May 11, 2013.

18
19 **10.1(f) District 751 Savings Plan.** The Company will make contributions of one thousand five
20 hundred dollars (\$1,500) in each year of the contract for all employees hired after May 11, 2013.
21 Contributions will be made to the District 751 Savings Plan. The Company and the Union agree
22 to the establishment of a lawful Trust Plan. Payment to the plan will be made as follows:

- 23
24
- 2016 – Payment to be made within thirty (30) days of established lawful Trust Plan
 - 2017 – Payment made after May 11 and prior to May 31, 2017
 - 2018 – Payment made after May 11 and prior to May 31, 2018
 - 2019 – Payment made after May 11 and prior to May 31, 2019
- 25
26
27
28

29 IAM employees who worked less than full time during the twelve (12) months prior to June 1 of any
30 year, for example, employees on other types of leaves (other than military or workers' compensation),
31 or new hires in the twelve (12) months prior to June 1, will receive contributions as follows:

- 32
33 a. Employees who have a minimum of one thousand forty (1,040) straight-time
34 compensated hours in the twelve (12) months prior to June 1 – full contribution.

1 b. Employees who have less than one thousand forty (1,040) straight-time compensated hours
2 in the twelve (12) months prior to June 1 – contribution pro-rated according to formula:
3

$$4 \quad \frac{\text{Straight-time compensated hours}}{1,040 \text{ hours}} = \text{Percent of contribution}$$

6
7 **Section 10.2 401(k) Savings Plan.**

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

11
12 **10.2(a)** To be eligible, an employee must have a minimum of three (3) months of service.

13
14 **10.2(b)** The current Administrator and Custodian of Funds is the Vanguard Group, and the
15 Company reserves the right to change custodians.

16
17 **10.2(c)** All participants are one hundred percent (100%) vested in their account balance at all times.

18
19 **10.2(d)** At the time of enrollment, each employee must file an investment election form to
20 determine how they wish to allocate their account between equity or money market funds. The
21 election can be changed once daily at close of markets.

22
23 **10.2(e)** Account balances are distributed to employees upon death or termination of employment.
24 This distribution is normally made within sixty (60) calendar days following the end of the
25 calendar quarter in which death or termination of employment occurs in a lump sum.

26
27 **10.2(f)** Employees who meet certain criteria may apply for a hardship withdrawal of any
28 employee contributions.

29
30 **10.2(g)** Employee contributions are at the employee's option in one percent (1%) increments,
31 subject to federal maximums. This election can be changed monthly. The maximum employee
32 contribution allowed will be calculated by the Custodian.

1 **10.2(h)** Company contributions:

2
3 For employees hired after May 11, 2013, the Company will match fifty percent (50%) of the first
4 six percent (6%) of employee contributions for the duration of this Agreement.

5
6 **10.2(h)(1)** There will be no 401(k) match for employees on payroll effective prior to
7 May 11, 2013.

8
9 **10.2(i)** Both the employee and the employer contributions are remitted by the Company to the
10 custodian on a monthly basis.

11
12 **10.2(j)** Net investment earnings are credited daily to each participant's fund.

13
14 **10.2(k)** Participants will receive reports on a quarterly basis as to the balance in their accounts
15 and employee contributions made, if any.

16
17 **10.2(l)** Loan feature is available for withdrawal of employee contributions. Processing fees for
18 loans are paid by employee.

19
20 **10.2(m)** Plan has internet access for participants.

21
22 **10.2(n)** A per employee fee, as determined by the Custodian, at \$23/year in 2003, will be
23 deducted quarterly from the employee's account. This fee is negotiated annually with the
24 Custodian and any increases are borne by the employee.

25
26 **ARTICLE 11**
27 **GROUP BENEFITS**

28
29 **Section 11.1 Type of Group Benefits Program for Employees on the Active Payroll.**

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

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

4
5 **Section 11.2 Cost of the Group Benefits Program for Employees on the Active Payroll.**

6 **11.2(a) Life Insurance and Disability Benefits.** The Company will pay the full cost of the Life
7 Insurance, Accidental Death and Dismemberment, and Short-Term Disability Plans for eligible
8 employees.

9
10 **11.2(a)(1)** The Life Insurance benefit is two (2) times the annual base wage, including shift
11 differential if applicable, but excluding overtime hours, to a maximum benefit of \$150,000.

12
13 **11.2(a)(2)** Short-term disability benefit \$300 per week for twenty-six (26) weeks;
14 however, weekly benefit for disabilities covered by Workers' Compensation is \$150.

15
16 **11.2(b) Medical/Dental Benefits.** The Company and the employee will share the monthly
17 premiums for health insurance, with employees paying thirteen percent (13%) for Employee Only
18 coverage, fifteen percent (15%) for Employee plus One coverage and eighteen percent (18%) for
19 Family coverage of the monthly premium for the coverage selected. If the premium payment
20 obligation in any year exceeds eight percent (8%) for that year, TCS will pay the excess amount.
21 Year-over-year premium increases cannot exceed eight percent (8%) and are not cumulative.

22
23 **2016 Medical Premiums**

24

	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

25
26
27
28
29 **2016 Dental Premiums**

30

	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

31
32
33
34

1 Medical and Dental rates for 2016 remain unchanged. Future rates based on actual experience
2 rating.

3
4 **11.2(c) Quality Health Care Commitment.** The Company and Union will meet at least annually to
5 assess health care cost and quality.

6
7 **Section 11.3 Administration.**

8 The Group Benefits Program shall be administered by the insurance companies, health care contractors
9 or administrative agents with whom the Company enters into contractual relationships for the purpose of
10 providing and/or administering the coverage contemplated by the Group Benefits Program. No question
11 or issue arising under the administration of such Group Benefits Program or the contracts and/or
12 administrative agreements identified therewith shall be subject to the grievance procedure or arbitration
13 provisions of this Agreement. No new medical or dental plans will be added or existing plans deleted
14 without prior consultation with and notification to the Union. The Company reserves the right to amend
15 the medical plans to comply with all applicable regulations and guidance under the Affordable Care Act.
16 If the premium for an insured plan or the premium-equivalent for a self-insured plan will be above the
17 ACA excise tax threshold on employer-sponsored health coverage for the enrollment period based on
18 actual quotes from insurance company(s) and/or actual cost & utilization under the self-insured plan(s),
19 the Company may request negotiations with the Union to discuss ways to avoid the tax threshold for that
20 plan.

21
22 As a part of these discussions, the Company will share healthcare premium data with the Union
23 demonstrating the surpassing of the threshold. In the event that a mutual agreement cannot be reached
24 within 30 days of the initial meeting, the company may:

- 25
26
- Modify (a) the plan design (such as deductibles and co-payments) and/or (b) contributions to
27 medical-related accounts (e.g. FSA) only to the extent that it will lower the premium or
28 premium equivalent so that it is no longer above the threshold. The modifications cannot be
29 greater than what is necessary to bring the premium below the threshold.
 - Employees impacted by any modification(s) needed to stay under the tax threshold for the
30 plan will, on average for the group impacted, be made whole by:
31
32
33

- a) decreases to the employee contributions for that plan; or
- b) increases to the employee base wage rates; or
- c) some combination of a) and b).

The Company, absent agreement with the Union otherwise, has discretion to select a), b), or c), and its calculations or determinations in this regard are subject to challenge under the grievance-arbitration procedure only if the Company exercised unreasonable or improper judgment.

Section 11.4 Copies of Policies to be Furnished to Union.

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

Section 11.5 Federal or State Programs.

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

ARTICLE 12
TRAVEL REIMBURSEMENT

Section 12.1

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

1 **ARTICLE 13**

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

3
4 **Section 13.1 Temporary Classifications.**

5 Temporary classifications may be established by the Company for new work functions for which no
6 current job description is applicable and which require a period of time to stabilize job duties. This
7 period shall not exceed ninety (90) days unless extended by mutual agreement. Extensions will be
8 limited to two (2) and be granted in ninety (90) day increments. Employees will be assigned to such new
9 work at their current classification rate. The Union will be notified of the effective date and approximate
10 duration of the temporary classification. If the permanent job classification and description are installed
11 at a higher classification than other classifications of the assigned employees, these employees will be
12 paid at the higher classification rate for the time assigned to the job duties of the applicable job
13 classifications.

14
15 **Section 13.2 Procedure for Placement, Within Job Classifications, of New or Changed Jobs.**

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

21
22 **Section 13.3 Establishment of New Jobs.**

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

1 **Section 13.4 Procedure in Event of Disagreement.**

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

7
8 **Section 13.5 Retroactive Payment Where Classification Rate Changed.**

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

15
16 **Section 13.6 Misassignment Grievances.**

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

23
24 **13.7 Classifications.**

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

29
30 **Production Mechanic A*** = can be assigned to operate precision specialty machines such as three (3)
31 and five (5) axis routers, plastic rotomold machine operator, pattern making, forklift operators who
32 handle hazardous materials, shaper set-up, and water jet.

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

6
7 **Maintenance Mechanic A*** = can be assigned to perform any Maintenance job tasks for which he or she
8 has the appropriate qualifications, licenses and/or certifications to perform. Can be assigned to perform all
9 Maintenance Mechanic B functions. May be required to assign, assist and communicate instructions to
10 other maintenance mechanics at management discretion. Can be assigned to lead or train other
11 maintenance mechanics in daily work. Must demonstrate leadership, training and communications skills.

12
13 **Maintenance Mechanic B** = can be assigned to perform all building and equipment maintenance,
14 modification, relocation, installation, construction, demolition, and area clean-up for which he or she is
15 qualified to perform.

16
17 **Inspection Mechanic A*** = can be assigned to any and all inspection tasks including Material Review
18 Board (MRB) disposition approval and First Article Inspection (FAI) where qualified and holding
19 appropriate certifications. Can be assigned to lead and train other Inspection B technicians in daily work
20 responsibilities. Can be assigned to lead or train other inspection mechanics in daily work. May be
21 required to assign, assist and communicate instructions to other mechanics at management discretion.
22 Must demonstrate leadership, training and communications skills.

23
24 **Inspection Mechanic B** = can be assigned to perform all Quality Assurance inspection activities,
25 including MRB initiation and receiving inspections, where qualified and holding appropriate
26 certifications. Skills and attributes must include interpersonal skills and ability to assist others regarding
27 compliance and conformity requirements.

28
29 **Tooling Mechanic A*** = can be assigned to perform all Tooling Mechanic B functions and all other
30 activities as required to meet production needs. May be required to assign, assist and communicate
31 instructions to other mechanics in daily work. Can be assigned to lead or train other tooling mechanics at
32 management discretion. Must demonstrate leadership, training and communications skills.

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

3
4 **Development Mechanic A*** = can be assigned to direct or participate in research, design, test, and
5 development tasks, including materials, equipment, and processes. These tasks require the appropriate
6 qualifications to develop and repair pneumatics, hydraulics, pressure and vacuum systems, heating
7 systems, electric motors and components, controls, and wiring. Must be able to set up and operate
8 machine shop equipment, such as mills, lathes, brakes, shears, saws, surface grinders, welders, as well as
9 various power hand tools. Assignments require strong blueprint and specification reading skills and
10 math skills, including algebra and trigonometry. Can be assigned to perform all Development Mechanic
11 B functions. Can be assigned to lead, train, assist, and communicate instructions to others in all
12 functions of the job. Must demonstrate leadership, training and communication skills.

13
14 **Development Mechanic B** = can be assigned to perform research, design, test, and development tasks,
15 including materials, equipment, and processes. These tasks can include development and/or repair of
16 pneumatics, hydraulics, pressure and vacuum systems, heating systems, electric motors and components,
17 controls, and wiring. Can be assigned to set up and operate machine shop equipment, such as mills,
18 lathes, brakes, shears, saws, surface grinders, welders, as well as various power hand tools.
19 Assignments can require strong blueprint and specification reading skills and math skills, including
20 algebra and trigonometry.

21
22 * A higher classified employee may perform incidental work functions of lower classifications as
23 required to meet production needs.

24
25 Management will not require Team Lead classification employees to be responsible for management
26 functions or decisions, such as formal written employee evaluations, overtime assignments, disciplinary or
27 discharge decisions, handing out paychecks, permanent upgrades, or to be responsible for the quality or
28 quantity of work performed by other employees. Management and Team Lead classification employees
29 will communicate on all facility operational and productivity issues.

30
31 **MQA/Quality Assurance, Roles and Responsibilities** - Manufacture Quality Acceptance (MQA) is the
32 process whereby the operator that produces a product or performs a task will also inspect and review the
33 product and data to determine if the product/task conforms to requirements as specified on the

1 manufacture plan. This is indicated by having the same employee stamp off each operation of his or her
2 work as conforming to manufacturing plan requirements. The MQA process is founded on two
3 principles:

- 4
- 5 1. Individuals are responsible for the quality of their own work.
- 6
- 7 2. It is best to prevent rather than to pass on defects.
- 8

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

11

12 **13.7(a)** Bargaining unit employees assigned to train two (2) or more employees will be promoted
13 to the “A” classification during such training.

14

15 **ARTICLE 14**

16 **SENIORITY**

17

18 **Section 14.1**

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

23

24 **Section 14.2 Accumulation of Seniority.**

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

26

27 **14.2(a)** The amount of IAM bargaining unit seniority he had immediately prior to the effective
28 date of this Agreement for the purpose of promotions according to Job Classifications as
29 specified in Section 13.7.

30

31 **14.2(b)** The time after such effective date that he is on the active payroll of the Company within
32 any bargaining unit to which this Agreement relates; plus

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

2
3 **14.2(b)(2)** time on leave of absence granted for the purpose of serving in the Armed
4 Forces of the United States; plus

5
6 **14.2(b)(3)** time spent on authorized leave of absence for Union business; plus

7
8 **14.2(b)(4)** time spent on leave of absence granted by the Company for the purpose of
9 permitting an employee to engage in activities requested by the Company; plus

10
11 **14.2(b)(5)** time spent on authorized leave of absence granted because of pregnancy or to
12 cover periods of non-industrial injury or illness, not to exceed one (1) year during any
13 such period; plus

14
15 **14.2(b)(6)** the first ninety (90) days of any other authorized leave of absence; plus

16
17 **14.2(b)(7)** time on disability retirement from any such unit provided the employee
18 qualifies to return to the active payroll; plus

19
20 **14.2(b)(8)** time on layoff equal to length of employment not to exceed six (6) years.

21
22 **Section 14.3 Loss of Seniority.**

23 **14.3(a)** An individual shall lose seniority rights for the following reasons:

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

28
29 **14.3(a)(2)** Discipline and discharge for cause.

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

1 **14.3(a)(4)** An employee that is absent for more than three (3) days without notifying the
2 Company, except that this sentence shall not be interpreted to prohibit Company discipline
3 including discharge for absenteeism.

4
5 **14.3(a)(5)** Retirement (excludes those employees on disability retirement who qualify to
6 return to the active payroll.)

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

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

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

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

26
27 The Company may transfer or promote employees covered by this Agreement to any non-IAM
28 positions within Triumph Composite Systems. Employees transferring to such positions shall
29 retain their bargaining unit seniority but shall not accumulate additional seniority while they
30 remain in such positions. The Company at any time may transfer to positions within this unit
31 those employees who have seniority under this Article. Such transfers may be made subject only
32 to the job return rights of others.

1 **14.3(b)** Any employee of the Company outside of a collective bargaining unit covered by this
2 Agreement who is discharged or quits shall be considered a new hire without seniority if
3 subsequently employed within the bargaining unit.
4

5 **Section 14.4 Nature of Seniority Rights.**

6 Seniority rights are those specified by effective written agreement and shall not be deemed to exist
7 independently of such agreement.
8

9 **Section 14.5 Probationary Employees.**

10 Newly hired employees, for the first ninety (90) days of employment, shall be considered as on
11 probation and without seniority. However, if a probationary employee is laid off and rehired within a
12 period of time not in excess of the time he had previously spent as a probationary employee, he will be
13 credited with the time previously worked toward the completion of his probationary period. Upon the
14 completion of his probationary period, his seniority date will then be established as of ninety (90) days
15 prior to the completion date of his probationary period.
16

17 During such ninety (90) day period, probationary employees may be laid off or terminated at the
18 discretion of the Company. Such layoffs or terminations during the probationary period shall not be
19 subject to the grievance and arbitration procedure.
20

21 **ARTICLE 15**

22 **LEAVE OF ABSENCE — MEDICAL LEAVE**

23
24 An employee, upon written request accompanied by proper medical documentation satisfactory to the
25 Company, shall be granted a medical leave of absence without pay for a period of time equal to his
26 length of service from the last date of hire or rehire to a maximum of two (2) years.
27

28 The Company may, at its discretion, require any employee to be examined at its expense by a physician
29 of its choice. Physician to be a board certified specialist in the appropriate field.
30

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

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

5
6 **ARTICLE 16**
7 **PERSONAL LEAVE**
8

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

17
18 An employee who obtains a leave of absence under this provision and engages in other employment, or
19 gives a false reason for leave of absence, or engages in other activity other than that for which the leave
20 was granted, or shall fail to return to work at the end of the leave period will lose his or her seniority
21 status as an employee of the Company.

22
23 Union Representative Leave of Absence. In case he/she is appointed by the President or Directing Business
24 Representative of the Union representing the particular unit, or elected, to a full-time Union position, leave
25 shall be granted for the period of time necessary to fill such position. If leave was granted to accept a full-
26 time position with the Union, the employee will be returned to the job which he/she last held if such job is
27 then populated; if such job is not then populated he/she will be returned to one of equal grade.

28
29 **ARTICLE 17**
30 **ENVIRONMENTAL SAFETY AND HEALTH**
31

32 **Section 17.1 Mutual Objective.**

33 The Union and Company recognize the value of working together to maintain high standards of

1 occupational health and safety throughout the Company. Both parties commit to work together to create
2 an environment which promotes a positive approach to processes, attitudes and activities that bring
3 about the changes necessary to achieve a workplace free of incidents, accidents and injuries. It is our
4 intent that no employee shall be required to perform work that involves an imminent danger to health or
5 physical safety.

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

13
14 **Section 17.2 Health and Safety Focal Points.**

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

22
23 **Section 17.3 Use of Safety Devices.**

24 **17.3(a)** The Company will furnish proper, modern and sanitary safety devices for all employees
25 working on potentially hazardous work. It shall be mandatory for all employees to use such
26 devices when the Company determines that they are necessary. The Company shall replace any
27 Company approved employee provided prescription safety glasses or approved safety shoes
28 accidentally and irreparably damaged while performing their job assignment if the employee's
29 own negligence or lack of care was not a primary factor.

30
31 **17.3(b)** The Union and the Company have a longstanding commitment to individual employee
32 safety and regulatory compliance. This commitment extends to issues regarding personal
33 protective equipment and safety devices and the value of working together to create an injury-free

1 workplace. To further their commitment, the parties have agreed that the Company will maintain a
2 process that will provide employees up to one hundred dollars (\$100.00) per year towards the
3 purchase of approved safety shoes where such shoes are mandatory due to regulatory compliance
4 or Company directive.

5
6 **17.3(c)** On employee request, the Company will continue to provide prescription safety glasses
7 to employees. Once provided, no additional prescription safety glasses will be provided for a
8 twenty-four (24) month period thereafter. The Company will contract with vendors either
9 outside the plant, or who are willing to visit the plant. The Company will provide up to one
10 hundred twenty-five dollars (\$125) towards ANSI Approved prescription safety eyewear, per the
11 Prescription Safety Eyewear Program. Employees will be responsible for all expenses exceeding
12 the one hundred twenty-five dollars (\$125.00).

13
14 **Section 17.4 Safety and Health Reporting Process.**

15 The parties agree that the preferred process for addressing the health and safety matters through the
16 company Employee/Illness Reporting Form and the Safety Concerns/Ideals Reporting Form. These
17 forms are tools that formally allow the employee, manager, and other parties, as needed, to work
18 together to resolve health and safety concerns and document the solutions. Further, it is the intent of the
19 parties to immediately resolve safety-related problems at the location where the safety or health concern
20 arises; therefore, the parties encourage the appropriate Company and Union focal points to be an integral
21 part of the resolution process.

22
23 **Section 17.5 Requirement of Medical Examination.**

24 In the interest of continued health and safety of individuals and their fellow employees, any applicant for
25 employment, any employee returning from layoff or leave of absence, any employee requesting return
26 from disability retirement or medical layoff, any employee with a medical recommendation, or any other
27 active employee may be required by the Company to undergo a medical examination by a Health Care
28 Provider of the Company's selection. Applicants and employees will be furnished a copy of the Health
29 Care Provider's report and/or medical recommendation upon their request. If an employee is found to be
30 incapable of performing the work functions of the job title because of a medical recommendation, the
31 Company will attempt to place such employee in available work which, in the opinion of the Company, he
32 is medically capable of performing. In the event that reassignment to a lower labor grade, denial of
33 promotion, denial of return to active employment, involuntary separation from the payroll or other adverse

1 action results from the Company's finding of medical disqualification, the Union may take such finding
2 through the regular grievance channels; and such grievance, in order to be processed, (a) must be
3 supported by medical testimony which is contradictory to the Company's findings and (b) must be filed by
4 the Business Representative with the designated representative of the Company within seven (7) workdays
5 after the date of such reassignment to a lower labor grade, such denial of promotion, such denial of return
6 to active employment, such involuntary separation from the payroll or such other adverse action.

7
8 **17.5(a)** The Company will maintain emergency first aid service at other locations unless such
9 service is available from military or other sources.

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

17
18 **Section 17.6 Medical Recommendations.**

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

23
24 **17.6(b)** An employee who may need a new medical recommendation or the removal of a current
25 medical recommendation, shall have the responsibility to report to the Company designated location
26 and provide the following information, as applicable:

27
28 **17.6(b)(1)** Upon the employee's return to work, the employee's community Health Care
29 Provider's statement including the date the employee is released to return to work, and the
30 employee's functional capabilities;

31
32 **17.6(b)(2)** To report for re-evaluation when the period of a time-limited medical
33 recommendation has elapsed, with a statement from the employee's community Health Care
34 Provider regarding the functional capabilities if available;

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

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

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

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

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

32 **STEP 3:** If the grievance is not satisfactorily settled, the Union may move the grievance to
33 Step 3 within ten (10) days of receipt of the Company's written Step 2 answer.

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

5
6 STEP 4: Grievances not satisfactorily settled in Step 3 may be appealed to an impartial
7 arbitrator. If the Union or the Company desires to arbitrate a grievance, they shall
8 notify the other party in writing to that effect within thirty (30) calendar days
9 following receipt of the Company's written Step 3 response. The parties will
10 attempt to agree on an arbitrator. If the parties cannot agree upon an arbitrator, the
11 grieving party will request a list of seven (7) arbitrators from the Federal
12 Mediation and Conciliation Service. The parties shall alternately strike names
13 from the list until one (1) name remains; this shall be the arbitrator to hear the
14 grievance. The parties will flip a coin to determine who strikes first. The decision
15 of the arbitrator shall be final and binding on both parties to this Agreement. Each
16 party shall bear the expense of its own presentation. The arbitrator shall be paid
17 equally between the Company and the Union. The arbitrator's authority shall be
18 limited to those matters concerning interpretation of this Agreement.

19
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. Within six (6) months following the effective date of this
17 agreement and at regular six-month intervals thereafter, the Company will meet and discuss with the
18 Union the Company's plans for subcontracting or outsourcing any bargaining unit work. The
19 discussions will be non-binding, will not delay the implementation of any actions by the Company, and
20 will not abridge the Company's right to assign work and direct the workforce.

21

22 The Company and the Union mutually recognize the necessity to meet and confer on work packages that
23 may be outsourced and evaluate ways to keep work at Triumph Composite Systems. In the event work
24 packages are to be outsourced, the company agrees to provide one hundred twenty (120) day advanced
25 notification to the Union.

26

27 **Section 20.7 Successorship.**

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

32

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

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

4
5 It is likewise recognized that in the normal situation of a transfer of operations/assets structured as a
6 stock sale, the labor contract and all employee rights thereunder will continue unchanged and be binding
7 on the purchaser.

8 9 **ARTICLE 21**

10 **LAYOFF, RECLASSIFICATION AND RECALL RIGHTS**

11 12 **Section 21.1**

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

15 16 **Section 21.2**

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

20
21 The Company shall determine layoffs by Job Classifications. Layoffs shall be on a voluntary basis first.
22 Should there be an insufficient number of volunteers, layoffs shall then be in reverse seniority order
23 within the Job Classification. Should there be too many volunteers, then the most senior of the
24 volunteers shall be laid off. Employees identified for layoff shall have the right to bump:

- 25
26 1) Less senior employees in the same Job Classification (i.e., Mechanic A to Mechanic B).
- 27
28 2) Less senior employees in any Job Classification in which the employee has worked one
29 hundred (100) or more consecutive calendar days.
- 30
31 3) For the purpose of layoffs, Team Lead and Production Mechanic A shall be considered as
32 the same classification. Team Lead A's and Production Mechanic A's may be allowed to
33 cross job classifications and perform work on a temporary basis per Section 6.14
34 Temporary Assignments.

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

5
6 **ARTICLE 22**
7 **PROMOTIONAL PROCEDURES**

8 **Section 22.1**

9
10 A. (In-line) Classification "A's" will be selected by seniority within the job classification.

11
12 Employee must initiate a written request to the Human Resources department requesting
13 to be added to the Employee Request Promotion list. In-line promotions will be selected
14 from the Employee Request Promotion list in each classification.

15
16 In the event the employee declines to accept an in-line offer, there will be no requirement
17 the employee be considered for future in-line openings unless the employee re-files after
18 a thirty (30) day re-signup period.

- 19
20 1. Determine job opening by classification and shift assignment.
21 2. Determine if any current "A" employee has a shift preference on file.
22 3. Start with the most senior employee from the Employee Request Promotion list.

23
24 Newly assigned employees will be subject to a ninety (90) day evaluation period, during
25 which time they will be considered as a temporary classification per Section 6.14.
26 Employees who fail to qualify will be returned to their former job classification and shift.
27 Discipline directly related to the failure to meet the new job qualifications issued to an
28 employee during a ninety (90) day evaluation period will be removed if the employee
29 returns to their former job classification.

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

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

- 7
- 8 1. A promotion is a job which has a higher rate of pay.
 - 9
 - 10 2. The Employer shall select the senior qualified employee applying. Such
11 selection shall be subject to Article 19.
 - 12
 - 13 3. "Qualifications" shall mean the minimal qualifications for the classification
14 as determined by management, which shall be put in writing and posted.
15 These minimum qualifications shall not be subject to Article 19.
 - 16
 - 17 4. Employee must have at least six (6) months company service and have a
18 satisfactory work record.
 - 19

20 **ARTICLE 23**

21 **DURATION**

22

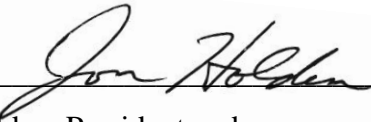
23 This Agreement shall become effective as of the beginning of first shift on May 11, 2016 (which date is
24 the date as of which this Agreement was executed, sometimes referred to as the "effective date of this
25 Agreement") and shall remain in full force and effect until midnight at the close of May 11, 2020, and
26 shall automatically be renewed for consecutive periods of one (1) year thereafter, unless either party
27 shall notify the other in writing, at least sixty (60) days but not more than ninety (90) days prior to May
28 11 of any calendar year, beginning with 2020, of its desire to terminate the Agreement, in which event
29 this Agreement shall terminate at midnight at the close of such May 11, unless renewed or extended by
30 mutual written agreement. In the case of such notice the parties agree to meet immediately thereafter for
31 the purpose of negotiating a new Agreement or a written renewal of this Agreement.

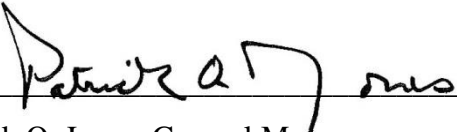
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33

1 INTERNATIONAL ASSOCIATION OF
2 MACHINISTS AND AEROSPACE WORKERS,
3 AFL-CIO

TRIUMPH COMPOSITE SYSTEMS, INC.

4
5 By 

By 

6 Jon Holden, President and
7 Directing Business Representative
8 District Lodge 751, IAM&AW

Patrick Q. Jones, General Manager
Triumph Composite Systems, Inc.

9
10 On behalf of the collective bargaining unit for which, respectively, the undersigned is the certified
11 collective bargaining agent, each of the undersigned as of the date stated above and as a party to the
12 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
Deductible (per calendar year)	\$500 Individual \$1,000 Family	\$4,000 Individual \$8,000 Family
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.		
Member Coinsurance	15%	50%
Applies to all expenses unless otherwise stated.		
Payment Limit (per calendar year)	\$3,500 Individual \$7,000 Family	\$8,000 Individual \$16,000 Family
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.		
Lifetime Maximum	Unlimited	Unlimited
Primary Care Physician Selection	Optional	Not applicable
Certification Requirements - 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.		
Referral Requirement	None	None
PREVENTIVE CARE	PREFERRED CARE	NON-PREFERRED CARE
Routine Adult Physical Exams/ Immunizations	Covered 100%; deductible waived	Not Covered
1 exam per 12 months for members age 18 and older.		
Routine Well Child Exams/Immunizations	Covered 100%; deductible waived	Not Covered
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.		
Routine Gynecological Care Exams	Covered 100%; deductible waived	Not Covered
Includes routine tests and related lab fees		
Routine Mammograms	Covered 100%; deductible waived	Not Covered
Women's Health	Covered 100%; deductible waived	Not Covered
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.		

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

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

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Transplants	15% Preferred coverage is provided at an IOE contracted facility only	50% Non-Preferred coverage is provided at a Non-IOE facility.
Bariatric	15% Preferred coverage is provided at an IOE contracted facility only; after deductible	50% Non-Preferred coverage is provided at a Non-IOE facility.
Mouth, Jaws and Teeth (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%
FAMILY PLANNING		
	PREFERRED CARE	NON-PREFERRED CARE
Infertility Treatment	Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible	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.		
Comprehensive Infertility Services	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.		
Vasectomy	15%	50%
Tubal Ligation	Covered 100%; deductible waived	50%
PHARMACY		
	PREFERRED CARE	NON-PREFERRED CARE
Retail	10% coinsurance with a maximum per script of \$20 for generic, 20% coinsurance with a maximum per script of \$50 for formulary brand.	
Mail Order	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.	
Specialty Rx		
GENERAL PROVISIONS		
Dependents Eligibility	Spouse, children from birth to age 26	

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Triumph – Dental Plan

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.

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.

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