



COLLECTIVE BARGAINING AGREEMENT



Triumph Composite
Systems, Inc.
A Triumph Group Company

1
2
3 **COLLECTIVE BARGAINING AGREEMENT**
4

5
6 **BETWEEN**
7

8
9 **TRIUMPH COMPOSITE SYSTEMS, INC.**
10

11 **and**
12

13
14 **INTERNATIONAL ASSOCIATION OF MACHINISTS**
15 **AND AEROSPACE WORKERS, AFL-CIO**
16 **DISTRICT LODGE 751, LOCAL LODGE 86**
17

18
19
20 **MAY 11, 2020 – MAY 11, 2023**
21
22
23

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 UNION REPRESENTATION.....	2
Section 1.1.Union Recognition	2
Section 1.2 Union Security.	2
Section 1.3 Satisfaction of Obligation.	2
Section 1.4 Failure to Satisfy Obligation.....	2
Section 1.5 Explanation to Employees.	3
Section 1.6 Indemnification.....	3
Section 1.7 Payroll Deduction for Union Dues and Initiation Fee.	3
Section 1.8 Contributions to Machinists' Nonpartisan Political League.	3
Section 1.9 Contributions to Guide Dogs of America.....	3
ARTICLE 2 MANAGEMENT RIGHTS CLAUSE	4
Section 2.1 Management Rights.....	4
ARTICLE 3 JOINT RESPONSIBILITIES OF COMPANY AND UNION	4
Section 3.1 Communication.	4
Section 3.2 Lean Manufacturing Philosophy.....	6
Section 3.3 Non-Discrimination.....	8
Section 3.4 Drug-Alcohol Policy.....	8
Section 3.5 Training.	8
Section 3.6 Safety Committee.	8
Section 3.7 Employee Reviews.	8
ARTICLE 4 UNION REPRESENTATIVES AND UNION ACTIVITY	9
Section 4.1 Union to Furnish List of Representatives.....	9
Section 4.2 Bulletin Boards.....	9
Section 4.3 Union Representatives' Access to Plants.....	9
Section 4.4 Conditions Relating to Access to Plants.....	9
Section 4.5 Union Activity During Working Hours.....	10
Section 4.6 Stewards.	11
Section 4.7 Departure from Work Assignment by Stewards to Investigate Complaints or Claims of Grievance.	12
Section 4.8 Departure from Work for Union Business.....	13
ARTICLE 5 WORKWEEK, HOURS OF WORK, SHIFTS.....	13

1	Section 5.1 Workweek.....	13
2	Section 5.2 Short Workweek.....	14
3	Section 5.3 Shifts, Lunch Periods, Rest Periods.....	14
4	Section 5.4 Shift Preference.....	14
5	ARTICLE 6 RATES OF PAY	15
6	Section 6.1 Definitions.....	15
7	Section 6.2 Base Rates.....	16
8	Section 6.3 Base Rate Changes.....	17
9	Section 6.4 Cost of Living.....	18
10	Section 6.5 Gain Sharing Program.....	20
11	Section 6.6 Shift Differentials.....	20
12	Section 6.7 Jury Duty, Witness Duty, Military Leave, Bereavement Leave.....	20
13	Section 6.8 Garnishments.....	22
14	Section 6.9 Paydays.....	22
15	Section 6.10 Report Time.....	22
16	Section 6.11 Overtime.....	23
17	Section 6.12 Wage Payment Basis.....	25
18	Section 6.13 New Assignments.....	25
19	Section 6.14 Temporary Assignments.....	25
20	ARTICLE 7 HOLIDAYS.....	26
21	Section 7.1 Dates on Which Observed.....	26
22	Section 7.2 Holiday Pay.....	26
23	Section 7.3 Worked Holidays.....	27
24	Section 7.4 Holidays During PTO.....	27
25	Section 7.5 Employees on Third Shift.....	27
26	ARTICLE 8 PAID TIME OFF (PTO).....	27
27	Section 8.1 Paid Time Off (PTO) Accrual.....	27
28	Section 8.2 PTO Notice/Requests.....	28
29	Section 8.3 PTO Carryover.....	28
30	ARTICLE 9 SAVINGS AND RETIREMENT PLANS	29
31	Section 9.1 IAM Preferred Schedule/Retirement Plan.....	29
32	Section 9.2 401(k) Savings Plan.....	30
33	ARTICLE 10 GROUP BENEFITS.....	32

1	Section 10.1 Type of Group Benefits Program for Employees on the Active Payroll.....	32
2	Section 10.2 Cost of the Group Benefits Program for Employees on the Active Payroll.	32
3	Section 10.3 Administration.	33
4	Section 10.4 Copies of Policies to be Furnished to Union.	35
5	Section 10.5 Federal or State Programs.	35
6	Section 10.6 Workers Compensation Insurance.	35
7	ARTICLE 11 TRAVEL REIMBURSEMENT	36
8	ARTICLE 12 JOB CLASSIFICATIONS — IDENTIFICATION AND APPLICATION OF	36
9	Section 12.1 Temporary Classifications.....	36
10	Section 12.2 Procedure for Placement, Within Job Classifications, of New or Changed Jobs.	36
11	Section 12.3 Establishment of New Jobs.....	37
12	Section 12.4 Procedure in Event of Disagreement.....	37
13	Section 12.5 Retroactive Payment Where Classification Rate Changed.....	37
14	Section 12.6 Misassignment Grievances.	38
15	Section 12.7 Classifications.	38
16	ARTICLE 13 SENIORITY	41
17	Section 13.2 Accumulation of Seniority.	41
18	Section 13.3 Loss of Seniority.....	42
19	Section 13.4 Nature of Seniority Rights.....	44
20	Section 13.5 Probationary Employees.....	44
21	ARTICLE 14 LEAVE OF ABSENCE — MEDICAL LEAVE.....	45
22	ARTICLE 15 PERSONAL LEAVE.....	45
23	ARTICLE 16 ENVIRONMENTAL SAFETY AND HEALTH	46
24	Section 16.1 Mutual Objective.	46
25	Section 16.2 Health and Safety Focal Points.	47
26	Section 16.3 Use of Safety Devices.....	47
27	Section 16.4 Safety and Health Reporting Process.	48
28	Section 16.5 Requirement of Medical Examination.....	48
29	Section 16.6 Medical Recommendations.	49
30	Section 16.7 Employees with Injuries or Illnesses.....	50
31	Section 16.8 Employee Assistance.	50
32	ARTICLE 17 STRIKES AND LOCKOUTS.....	51
33	ARTICLE 18 GRIEVANCE PROCEDURE	51

1	ARTICLE 19 MISCELLANEOUS	53
2	Section 19.1 Inventions.	53
3	Section 19.2 Sabotage.	53
4	Section 19.3 Nondiscrimination.	54
5	Section 19.4 Masculine - Feminine References.....	54
6	Section 19.5 Security Interviews.	54
7	Section 19.6 Subcontracting.....	54
8	Section 19.7 Successorship.....	55
9	ARTICLE 20 LAYOFF, RECLASSIFICATION AND RECALL RIGHTS	56
10	ARTICLE 21 PROMOTIONAL PROCEDURES.....	57
11	Section 21.1	57
12	ARTICLE 22 DURATION.....	59
13	ATTACHMENT A.....	60
14		
15		

1
2
3 **COLLECTIVE BARGAINING AGREEMENT**
4

5
6 **of May 11, 2020**
7

8
9 **BETWEEN**
10

11
12 **TRIUMPH COMPOSITE SYSTEMS, INC.**
13

14
15 **and**
16

17
18 **INTERNATIONAL ASSOCIATION OF MACHINISTS**

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

20 **DISTRICT LODGE 751, LOCAL LODGE 86**
21

22 THIS AGREEMENT, dated May 11, 2020 by and between Triumph Composite Systems, Inc., (the term "the
23 Company" being hereinafter deemed in each instance to refer to such corporation), and the International
24 Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 751 and Local Lodge 86,
25 hereafter representing employees of the Company in the units described in Article 1 (the term "the Union"
26 being hereinafter deemed in each instance to refer to the International Association of Machinists and Aerospace
27 Workers, AFL-CIO).
28
29
30

ARTICLE 1
UNION REPRESENTATION

Section 1.1.

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

Section 1.2 Union Security.

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

Section 1.3 Satisfaction of Obligation.

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

Section 1.4 Failure to Satisfy Obligation.

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

Section 1.5 Explanation to Employees.

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

Section 1.6 Indemnification.

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

Section 1.7 Payroll Deduction for Union Dues and Initiation Fee.

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

Section 1.8 Contributions to Machinists' Nonpartisan Political League.

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

Section 1.9 Contributions to Guide Dogs of America.

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

8 **ARTICLE 2**

9 **MANAGEMENT RIGHTS CLAUSE**

11 **Section 2.1**

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

24 **ARTICLE 3**

25 **JOINT RESPONSIBILITIES OF COMPANY AND UNION**

27 **Section 3.1 Communication.**

28 Realizing that certain commitments from both Management and the Union are essential for the long-range
29 success of the Company, the parties agree to take the following necessary steps to achieve both business
30 and personal goals. By working together with mutual respect and a positive business attitude, the parties

1 will be able to share in profit-making decisions which are necessary to carry the Company successfully
2 through the twenty-first century.

3
4 1. The parties will work closely together in a cooperative relationship that extends from the
5 shop floor to the top site management offices in order to solve problems quickly and
6 effectively in a harmonious manner.

7
8 2. Both parties will work at improving communication skills in various ways. As a starting
9 point the following commitments will be agreed to as positive means to add structured
10 communication to the organization.

11
12 a) The Management of the Company will, at a minimum, agree to hold Company
13 meetings which share honest, relevant information about past business performance
14 and future business plans.

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

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

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

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

Section 3.2 Lean Manufacturing Philosophy.

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

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

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

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

3.2(b) Lean Process Improvement ("LPI") Guidelines. Non-bargaining unit employees can design, manufacture or modify first unit run of products, shadow boards, shop layout, carts or

1 similar equipment to be used for test or non-production prototype purposes. Non-bargaining unit
2 employees can perform initial equipment cleaning as part of LPI.

3
4 Only IAM employees will manufacture production parts, tools, or assemblies and perform follow-
5 on cloning of duplicate equipment. All activities, such as clean up, floor configuration and moving
6 of equipment after an LPI event has been completed, which has customarily and historically been
7 performed by IAM employees, will continue to be performed by IAM employees.

8
9 The Company will not assign Spokane plant work, which has customarily and historically been
10 performed by IAM-represented employees, to non-IAM employees working at the plant (including
11 management employees) except for training, safety, lean process improvement, and emergencies.

12
13 **3.2(c)** The Company and the Union agree that parts, materials, tools (excluding production
14 tooling), and other goods or products furnished by an external supplier, vendor, contractor, or
15 subcontractor may initially be delivered, managed or presented to the Company at specific
16 locations to be designated by the Company with input from the Union. Once a vendor or supplier
17 delivers supplies or products to their place of rest, all further movement will be by IAM-
18 represented employees. No bargaining unit employee will be laid off as a consequence of vendor
19 deliveries.

20
21 **3.2(d) Computer and Phone Service Support.** It is mutually agreed that non-union and IAM
22 represented employees can work together to support moving phones and computers. This joint
23 effort will allow employees to move phone and computing equipment hardware, pull cables, fiber
24 optic lines, etc. The union and the company agree that this working relationship will not initiate
25 jurisdictional ownership, complaints or grievances.

Section 3.3 Non-Discrimination.

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

Section 3.4 Drug-Alcohol Policy.

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

Section 3.5 Training.

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

Section 3.6 Safety Committee.

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

Section 3.7 Employee Reviews.

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

1 **4.4(b)** Business Representatives and Union representatives who are entitled under Section 4.3 to
2 admittance to the Company's facilities shall sign in where required through the Company-
3 designated organization at the plant. Upon being admitted, they shall proceed to the shop or
4 organization they wish to visit, contact the supervisor then present, inform him of the purpose of
5 their visit and obtain his permission prior to contacting any employee in such shop or organization.
6 Such permission will be granted except where there is a substantial reason for delaying the contact
7 due to safety conditions or the fact that a critical operation is in process. Upon leaving the plant or
8 facility they shall sign out and return any temporary identification badges which were issued for
9 the purpose of the specific visit.

10
11 **4.4(c)** Business Representatives and Union representatives granted admittance to the Company's
12 facilities under this Article 4 shall not engage in organizing or campaigning for Union or political
13 office on Company premises. This Section 4.4(c) will not be interpreted as preventing Business
14 Representatives or Union representatives from discussing, in non-work areas during non-work
15 periods, matters of Union membership, fees or dues, with employees who are within one of the
16 collective bargaining units described in Article 1 of this Agreement.

17
18 **4.4(d)** Union representatives who fail to comply with the provisions of Sections 4.3, 4.4, and 4.5
19 shall forfeit their admittance rights.

20
21 **Section 4.5 Union Activity During Working Hours.**

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

1 **Section 4.6 Stewards.**

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

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

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

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

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

1 **4.6(c)** Stewards will be promoted and recalled from layoff on the same basis as provided in this
2 Agreement for other employees, except that in the event a shift in a shop is deactivated and is
3 reactivated by the Company within one hundred twenty (120) calendar days after such
4 deactivation, the former steward will be offered an opportunity to return to that shift provided the
5 Company determines to utilize the steward's former job classification or a lower classification in
6 the same job family in such shift within such one hundred twenty (120)-day period, and further
7 provided that the former steward has not been replaced as steward by the Union in the interim.

8
9 **4.6(f)** A steward will retain his steward status while on approved medical leave of absence,
10 provided that he has not been replaced as steward by the Union prior to expiration of such leave.

11
12 **Section 4.7 Departure from Work Assignment by Stewards to Investigate Complaints or Claims of**
13 **Grievance.**

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

1 **Section 4.8 Departure from Work for Union Business.**

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

13
14 The Company agrees to grant a leave of absence without pay and without loss of seniority to any employee,
15 not to exceed four (4) employees in number, for the purpose of union business, it being further understood that
16 such leaves shall not accumulate to more than twenty (20) working days in any calendar year, and that such
17 leaves of absence shall be requested by the employee in writing with as much advance notice as possible and
18 countersigned by the Union. All approved union business will be recognized as compensated time. Additional
19 leave or employees will not be unreasonably denied.

20
21 **ARTICLE 5**
22 **WORKWEEK, HOURS OF WORK, SHIFTS**

23
24 **Section 5.1 Workweek.**

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

Section 5.2 Short Workweek.

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

Section 5.3 Shifts, Lunch Periods, Rest Periods.

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

Section 5.4 Shift Preference.

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

1 circumstances will the provisions of this Section 5.4 be construed to enable an employee, at his instance and
2 request, to displace a less senior employee from his job and shift.

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

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

15 **5.4(a)(2)** When senior employees are displaced from their shift of preference during a
16 staffing exercise, the displaced employee shall be given, in writing, a date of return to the
17 preferred shift he was on as soon as possible, no later than seven (7) calendar days.
18

19 **5.4(b)** The Company will de-staff a shift in the following order: first, by shift preference filings,
20 and second, in reverse seniority order among remaining employees. In cases where the shift is to
21 be eliminated, employees will be notified in advance and given the opportunity to file a timely
22 shift preference.
23

24 **ARTICLE 6**

25 **RATES OF PAY**

26 **Section 6.1 Definitions.**

27 The meanings of certain terms used in this Article 6 and elsewhere in this Agreement are stated below:
28
29

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(a).

Section 6.2 Base Rates. The following base rate ranges will be effective May 11, 2020:

6.2(a) Wage Maximums

<u>Job Classification</u>	<u>Minimum</u>	<u>Current Maximum</u>	5/11/2020	5/11/2021	5/11/2022
			0%	2%	0%
Team Lead	\$15.63	\$28.30	\$28.30	\$28.87	\$28.87
Production Mechanic A	\$15.63	\$28.30	\$28.30	\$28.87	\$28.87
Production Mechanic B	\$13.50	\$25.52	\$25.52	\$26.03	\$26.03
Maintenance Mechanic A	\$18.23	\$31.09	\$31.09	\$31.71	\$31.71
Maintenance Mechanic B	\$16.49	\$29.27	\$29.27	\$29.86	\$29.86
Inspection Mechanic A	\$16.49	\$29.27	\$29.27	\$29.86	\$29.86
Inspection Mechanic B	\$14.76	\$27.38	\$27.38	\$27.93	\$27.93
Tooling Mechanic A	\$17.51	\$30.32	\$30.32	\$30.93	\$30.93
Tooling Mechanic B	\$15.78	\$28.43	\$28.43	\$29.00	\$29.00
Development Mechanic A	\$19.75	\$32.43	\$32.43	\$33.08	\$33.08
Development Mechanic B	\$17.51	\$30.43	\$30.43	\$31.04	\$31.01

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

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

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

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

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

3
4 **6.2(c)(2)** If the employee is recalled to either a higher or lower job classification than the
5 one from which he was laid off, his base rate will be determined first by treating him as
6 though he had been recalled to the same job classification under Section 6.2(c)(1) and then
7 reclassified under Section 6.3(d).

8
9 **6.2(d) Returns from Leaves of Absence.** An employee on approved leave of absence who returns
10 to the active payroll will have the following base rate:

11
12 **6.2(d)(1)** If the leave of absence was granted due to industrial injury or industrial illness,
13 military service, or to accept a full-time Union position, the employee's base rate will be
14 equal to the base rate he would have had if he had not been on a leave of absence.

15
16 **6.2(d)(2)** If the leave of absence was granted for any other reason, his base rate will be
17 determined as though he had been recalled from layoff under Section 6.2(b).

18
19 **Section 6.3 Base Rate Changes.**

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

27
28 No more than fourteen (14) seniority progression increase steps shall be required before an
29 employee is advanced to the top of the wage range.

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

3
4 **6.3(c) Lump Sum Bonus.**

5 **6.3(c)(1)** Bargaining unit employees, excluding new hires within their probationary period,
6 on the payroll effective May 11, 2020, will receive a lump sum bonus of one thousand
7 dollars (\$1,000.00) paid on May 21, 2020.

8
9 **6.3(c)(2)** Bargaining unit employees, excluding new hires within their probationary period,
10 on the payroll effective May 11, 2022, will receive a lump sum bonus of one thousand dollars
11 (\$1,000.00) paid on May 20, 2022.

12
13 **6.3(d) Base Rates After Reclassifications.** Subject to the base rate ranges provided for in Section
14 6.2(a), employees who are promoted will have their base rate increased by one dollar (\$1.00) or to
15 the minimum for the job classification, whichever is greater and employees who are downgraded
16 will have their base rate decreased by one dollar (\$1.00) or to the maximum for the job classification,
17 whichever is less.

18
19 **Section 6.4 Cost of Living.**

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

23
24 Seniority employees will be eligible to receive COLA increases as defined below. This payment will be
25 based on months of active service and prorated accordingly. COLA calculations will be cumulative from
26 each six (6) month period to six (6) month period.

27
28 A. The Company agrees to a COLA which shall be adjusted, as set forth below, for changes
29 in the cost of living during the life of this Agreement.

- 1 B. Eligibility for COLA is extended to employees in the bargaining unit, including those on
2 leaves of absence on a pro-rated basis as indicated above.
3
- 4 C. The basis for determining COLA will be as follows: The COLA will be determined in
5 accordance with changes in the Consumer Price Index for Urban Wage Earners and
6 Clerical Workers (CPI-W) (United States City Average, All Items, 1982-84=100),
7 published monthly by the Bureau of Labor Statistics (BLS), United States Department of
8 Labor, and hereinafter referred to as the "BLS Consumer Price Index."
9
- 10 D. The amount of the COLA which shall be effective for the periods provided below shall be
11 based on the percent of increase between the average for the prior six (6) months and the
12 Peg Point (250.452 equals \$0.00 June-December, 2019) with one cent (\$0.01) adjustment
13 for each full 0.075% change in the average BLS Consumer Price Index for the appropriate
14 six (6) month period indicated.
15
- 16 E. The COLA shall be calculated and paid on a semi-annual basis, in the form of a lump sum
17 payment. Said payment will be paid on or before September 1 and March 1 of each year.
18
- 19 F. No adjustments, retroactive or otherwise, shall be made due to any revision, which may later
20 be made in the published figures of the BLS Consumer Price Index for any base month.
21

22 The parties agree that the continuance of the COLA is dependent upon the availability of the official
23 monthly BLS Consumer Price Index in its present form and calculated on the same basis as the BLS
24 Consumer Price Index for the second six (6) months, calendar year 2020.
25

26 NOTE: Thirteen payroll periods constitute the referenced six (6) months. The Company will pay five-
27 sixths (5/6), or 83.33%, of the COLA applicable to the period January 1, 2023 through June 30, 2023,
28 regardless of whether a renewal contract is negotiated and regardless of its terms.
29
30

Section 6.5 Gain Sharing Program.

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

Section 6.6 Shift Differentials.

6.6(a) An employee assigned to second shift shall receive a shift differential of seventy-five cents (\$0.75) per hour, and employees assigned to third shift shall receive a shift differential of eighty-five cents (\$0.85) per hour which shall be added to his base rate and made a part thereof.

Section 6.7 Jury Duty, Witness Duty, Military Leave, Bereavement Leave.

6.7(a) Jury Duty. An employee absent from work due to (1) required jury duty (including grand jury duty), (2) to testify as a witness for the Company, (3) to respond to a subpoena to appear as a witness in any legal proceeding, (4) to appear at an arbitration resulting from the referral, by a court, for a lawsuit that has been filed with the court (excluding arbitration pursuant to a Collective Bargaining Agreement or other contractual provisions) or (5) to respond to a subpoena to appear for a deposition will be paid for such lost hours at his current straight time rate, up to a maximum of eight (8) hours per day, for each regular work day of required jury or witness duty. Employees will be excused from their scheduled shift for each day they serve if they miss four (4) hours of their shift for such duty. In addition, an employee will not be required to report to work prior to jury duty, but shall report back to work if released from jury duty before noon. Second and third shift employees summoned to jury or witness duty will be temporarily assigned to first shift on a weekly basis during the time required to serve. Fees received for jury or witness duty will not be deducted from such pay. To be eligible for time off with pay, the employee must furnish a copy of this summons or subpoena to management, before the appearance, to indicate that the absence from work as necessary to appear for a jury duty or to serve as a witness. In addition, management may require verification of such appearance. An employee is not entitled to pay under this Section 6.7(a) in circumstances where the employee (1) is called as a witness against the Company or its interests; or

(2) is called as a witness on his own behalf in an action in which he is a party; or (3) voluntarily seeks to testify as a witness; or (4) is a witness in a case arising from or related to his outside employment or outside business activities; or (5) is subpoenaed as a witness while on leave of absence except when serving as a Company witness.

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

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

6.7(c) Bereavement Leave. Up to three (3) days bereavement leave with pay will be granted to an employee on the active payroll who, because of death in his immediate family, takes time off from work during his normal work schedule as such term is defined in Section 5.1 of this Agreement. Such pay shall be for eight (8) hours at his straight time base rate, including shift differential where applicable for each such day off; however, such pay will not be applicable if the

1 employee receives pay for such days off under any other provision of this Agreement.
2 Bereavement leave must be taken on consecutive workdays as selected by the employee within
3 thirty (30) calendar days following the death (or evidence of belated notification of death). For the
4 purposes of this Section 6.7(c) the "immediate family" is defined as follows: spouse, mother,
5 father, mother-in-law, father-in-law, children, brother, sister, son-in-law, daughter-in-law, great-
6 grandparents, grandparents, grandchildren, stepmother, stepfather, stepchildren, stepbrother,
7 stepsister, half-brother, half-sister, brother-in-law, sister-in-law and spouse's grandparents. In
8 addition, an employee will be granted bereavement leave for a stillborn child if the employee
9 provides a certificate of fetal death which has been certified by the attending physician. Employees
10 shall be granted up to an additional two (2) days leave without pay providing evidence of additional
11 time needed for memorial or death.

12 13 **Section 6.8 Garnishments.**

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

17 18 **Section 6.9 Paydays.**

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

23 24 **Section 6.10 Report Time.**

25 **6.10(a)** If an employee reports for work in accordance with instructions, he shall receive a
26 minimum of four (4) hours pay at his straight time base rate, including shift differential where
27 applicable. Report time will not apply in case of emergency shutdowns arising out of any condition
28 beyond the Company's control. An employee who leaves work of his own volition, or because of
29 incapacity (other than industrial injury or illness), or is discharged or suspended after beginning
30 work, will be paid only for the number of hours actually worked during that day. An employee who

1 leaves work because of incapacity due to industrial injury or illness will be paid eight (8) hours pay at
2 his straight time base rate, including shift differential where applicable.

3
4 **6.10(b)** In the event of an emergency such as fire, flood, power failure, snow, etc., beyond the control
5 of the Company (lack of work cannot be construed as an emergency) or where the employee
6 voluntarily quits, is laid off, or is discharged, the foregoing requirement shall not be applicable and the
7 employee shall be paid for actual time worked.

8
9 **6.10(c)** In an emergency, prior to shift report time, the Employer will make an effort, by telephone
10 or radio to notify the employees not to report for work and employees should call the Company
11 status line and listen to the local media to find out whether to report to work.

12
13 **Section 6.11 Overtime.**

14 **6.11(a)** The normal working day shall consist of eight (8) hours, and the normal workweek shall
15 consist of forty (40) hours.

16
17 **6.11(b)** All time compensated in excess of eight (8) hours in one (1) day shall be paid at time and
18 one-half for the first two (2) hours and then double time thereafter.

19
20 **6.11(c)** All time worked on Saturday shall be paid at time and one-half for the first eight (8) hours
21 and double time thereafter, providing an employee has forty (40) straight time compensated hours
22 in the current workweek unless such shortfall is due to Company actions.

23
24 **6.11(d)** All time worked on Sunday shall be paid at double time providing an employee has forty
25 (40) straight time compensated hours in the current week plus eight (8) hours on Saturday. If an
26 employee has no time worked on Saturday, anytime on Sunday shall be paid at time and one-half.
27 However, if an employee has no time worked on Saturday due to Company action, overtime on
28 Sunday will be paid at double time. All time worked on fixed holidays shall be paid at double
29 time. The double time on holidays shall be in addition to the holiday pay specific in Article 7.

1 **6.11(e)** Each time any employee is called back to work after the close of his work shift, he shall
2 be paid a minimum of three (3) hours, at applicable overtime rates.

3
4 **6.11(f)** The Company will attempt to meet its overtime requirements on a voluntary basis among
5 the employees who perform the work on a straight time basis through the week; however, in cases
6 of offering overtime, new hires or rehires may be excluded for the overtime for the first fifteen
7 (15) calendar days of their employment. In the event there are insufficient qualified volunteers
8 within the work group to meet the requirements, the supervisors may designate and require the
9 necessary number of employees to work the overtime. Reasonable effort will be made by
10 classification and shift to equalize overtime. An employee who has pre-approved PTO on a Friday
11 preceding or a Monday following shall not be designated overtime on that weekend.

12
13 Employees shall not be required to work more than thirty-two (32) hours of voluntary or designated
14 overtime in a calendar month. The Company will not assign designated overtime to an employee
15 on more than one (1) consecutive weekend or two (2) weekends total in a calendar month.
16 “Weekend” means Saturday or Saturday/Sunday. Employees shall not be required to work
17 overtime on a contract holiday weekend. Any overtime in excess of these rules shall be on a
18 voluntary basis. Overtime in excess of one hundred twenty-eight (128) hours in a calendar quarter
19 shall be compensated at a double time rate, regardless of what the rate would otherwise have been
20 for those hours.

21
22 **6.11(g)** A supervisor will give employees who work overtime, as much notice as possible, prior to
23 the end of their regular shift, to permit revisions of personal schedules. The Company will provide
24 notification of designated weekend overtime no later than the first rest break on Friday. The
25 Company will provide notice of designated daily overtime no later than the second rest break on
26 the previous work day.

27
28 When emergency situations arise following first rest break, notification of such overtime will be
29 provided as soon as possible.

Section 6.12 Wage Payment Basis.

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

Section 6.13 New Assignments.

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

Section 6.14 Temporary Assignments.

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

ARTICLE 7
HOLIDAYS

Section 7.1 Dates on Which Observed.

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

Holiday	2020	2021	2022	2023
New Year's Day		1-Jan	3-Jan	2-Jan
Memorial Day	25-May	31-May	30-May	
Independence Day	3-Jul	5-Jul	4-Jul	
Labor Day	7-Sep	6-Sep	5-Sep	
Thanksgiving Day	26-Nov	25-Nov	24-Nov	
Day after Thanksgiving	27-Nov	26-Nov	25-Nov	
Winter Break	24-Dec	24-Dec	23-Dec	
	25-Dec	27-Dec	26-Dec	
	28-Dec	28-Dec	27-Dec	
	29-Dec	29-Dec	28-Dec	
	30-Dec	30-Dec	29-Dec	
	31-Dec	31-Dec	30-Dec	

Section 7.2 Holiday Pay.

An employee will receive eight (8) hours pay at his regular base rate, including shift differential, but excluding all premiums, bonuses or overtime allowances for such holiday, provided he has eight (8) hours compensated pay on the day immediately preceding the holiday and eight (8) hours compensated on the first regular scheduled workday immediately after the holiday. Notwithstanding the foregoing, employees on an approved leave of absence for not longer than ninety (90) calendar days shall be eligible for holiday pay.

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 PTO.

Should a holiday occur while an employee is on PTO, the employee shall not be charged PTO time for that day.

Section 7.5 Employees on Third Shift.

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

**ARTICLE 8
PAID TIME OFF (PTO)**

Section 8.1 Paid Time Off (PTO) Accrual.

Beginning January 1, 2021, on the first day of employment, and on the first day of each subsequent annual period (measured from January 1 through December 31 each year), employees will be awarded PTO in a single lump sum based upon years of service as follows:

<u>Service</u>	<u>PTO Accrual</u>
Less than 4 years	15 days / 120 hours
5 to 10 years	20 days / 160 hours
11 to 15 years	25 days / 200 hours
16 to 20 years	30 days / 240 hours
More than 20 years	33 days / 264 hours

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

Section 8.2

PTO may be taken in one (1) hour increments, with twenty four (24) hours' advance management notice and approval; provided, that any use permitted including any notice provision under RCW 49.46.210 and the applicable WAC provisions will also be permitted.

Once a PTO request has been submitted, the Company will respond promptly, no later than seven (7) calendar days, absent agreement to some other response time. If an employee asks for PTO within twenty-four (24) hours, the Company will answer that request before the end of the shift.

Section 8.3

An employee may carry over a maximum of forty (40) hours of PTO from one calendar year to the next.

Section 8.4

Unused PTO will be paid to the employee upon termination.

Section 8.5

Until the first allocation of PTO on January 1, 2021, employees will continue to accrue vacation pursuant to the prior accrual, schedule and system in the previous bargaining agreement expiring May 11, 2020.

Section 8.6

Payment for PTO will be made at the employee's base rate in effect at the time PTO is taken, including shift differential.

ARTICLE 9
SAVINGS AND RETIREMENT PLANS

Section 9.1 IAM Preferred Schedule/Retirement Plan.

9.1(a) The Employer has agreed to the IAM&AW District Lodge 751, Local Lodge 86 supplemental agreement. Effective May 11, 2020 ("Adoption date"), Employer will contribute to the Fund, the schedule of additional contribution rates required under the Preferred Schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 17, 2019 ("the 2019 Rehabilitation Plan"), which is incorporated by reference into this Supplemental Agreement.

9.1(b) All eligible employees on payroll effective May 11, 2020, the Company shall contribute one dollar eighty cents (\$1.80) per regular hour, to the IAM National Pension Plan for each year of the contract.

9.1(c) No IAM National Pension benefits for employee hired after May 11, 2013.

9.1(d) The Union and Employer hereby agree to provide for the following contributions to the Machinists Retirement and Savings Plan. The Employer agrees that the amount of any such contributions shall be subject to the limits described in the Internal Revenue Code. The Employer agrees to be bound by the terms of the Plan document and Trust Agreement governing the Machinists Retirement and Savings Plan and agrees to provide such information with respect to employees covered by the collective bargaining agreement as may be needed by the administrator.

9.1(e) Machinists Retirement Savings Plan. The Company will make contributions of one thousand five hundred dollars (\$1,500) in each year of the contract for all employees hired after May 11, 2013. Contributions will be made to the Machinists Retirement Savings Plan. Payment to the plan will be made as follows:

- 2020 – Payment made after May 11 and prior to May 31, 2020
- 2021 – Payment made after May 11 and prior to May 31, 2021

- 2022 – Payment made after May 11 and prior to May 31, 2022

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

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

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

Section 9.2 401(k) Savings Plan.

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

9.2(a) To be eligible, an employee must have a minimum of three (3) months of service.

9.2(b) The current Administrator and Custodian of Funds is the Vanguard Group, and the Company reserves the right to change custodians.

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

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

1 **9.2(e)** Account balances are distributed to employees upon death or termination of employment.
2 This distribution is normally made within sixty (60) calendar days following the end of the
3 calendar quarter in which death or termination of employment occurs in a lump sum.

4
5 **9.2(f)** Employees who meet certain criteria may apply for a hardship withdrawal of any employee
6 contributions.

7
8 **9.2(g)** Employee contributions are at the employee's option in one percent (1%) increments, subject
9 to federal maximums. This election can be changed monthly. The maximum employee
10 contribution allowed will be calculated by the Custodian.

11
12 **9.2(h)** Company contributions:

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

16
17 **9.2(h)(1)** There will be no 401(k) match for employees on payroll effective prior to May
18 11, 2013.

19
20 **9.2(i)** Both the employee and the employer contributions are remitted by the Company to the
21 custodian on a monthly basis.

22
23 **9.2(j)** Net investment earnings are credited daily to each participant's fund.

24
25 **9.2(k)** Participants will receive reports on a quarterly basis as to the balance in their accounts and
26 employee contributions made, if any.

27
28 **9.2(l)** Loan feature is available for withdrawal of employee contributions. Processing fees for loans
29 are paid by employee.

1 **9.2(m)** Plan has internet access for participants.

2
3 **9.2(n)** A per employee fee, as determined by the Custodian, at \$23/year in 2003, will be
4 deducted quarterly from the employee's account. This fee is negotiated annually with the
5 Custodian and any increases are borne by the employee.

6
7 **ARTICLE 10**
8 **GROUP BENEFITS**

9
10 **Section 10.1 Type of Group Benefits Program for Employees on the Active Payroll.**

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

16
17 The Employer agrees to provide IRS Code 125 benefits for its employees. This includes pre-tax dollars
18 for employee's portion of health and benefits premiums, and pre-tax flexible spending accounts for use
19 for such items as child care, health care, and other expenses.

20
21 **Section 10.2 Cost of the Group Benefits Program for Employees on the Active Payroll.**

22
23 **10.2(a) Life Insurance and Disability Benefits.** The Company will pay the full cost of the Life
24 Insurance, Accidental Death and Dismemberment, and Short-Term Disability Plans for eligible
25 employees.

26
27 **10.2(a)(1)** The Life Insurance benefit is two (2) times the annual base wage, including shift
28 differential if applicable, but excluding overtime hours, to a maximum benefit of \$150,000.
29

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

10.2(b) Medical/Dental Benefits. The Company and the employee will share the monthly premiums for health insurance, with employees paying thirteen percent (13%) for Employee Only coverage, fifteen percent (15%) for Employee plus One coverage and eighteen percent (18%) for Family coverage of the monthly premium for the coverage selected. If the premium payment increase in any year exceeds ten percent (10%) for that year, TCS will pay the excess amount. Year-over-year premium increases cannot exceed ten percent (10%) and are not cumulative.

2020 Medical Premiums

	TCS Monthly	Employee Monthly	Employee Per Pay
Employee	\$607.90	\$90.83	\$41.92
Employee + One (1)	\$1,103.93	\$194.81	\$89.91
Family	\$1,479.25	\$324.71	\$149.87

2020 Dental Premiums

	TCS Monthly	Employee Monthly	Employee Per Pay
Employee	\$38.28	\$5.72	\$2.64
Employee + One (1)	\$74.80	\$13.20	\$6.09
Family	\$108.24	\$23.77	\$10.97

Medical and Dental rates for 2020 remain unchanged. Future rates based on actual experience rating.

10.2(c) Quality Health Care Commitment. The Company and Union will meet at least annually to assess health care cost and quality.

Section 10.3 Administration.

The Group Benefits Program shall be administered by the insurance companies, health care contractors or administrative agents with whom the Company enters into contractual relationships for the purpose of

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

12
13 As a part of these discussions, the Company will share healthcare premium data with the Union
14 demonstrating the surpassing of the threshold. In the event that a mutual agreement cannot be reached
15 within 30 days of the initial meeting, the company may:

- 16
17 • Modify (a) the plan design (such as deductibles and co-payments) and/or (b) contributions to
18 medical-related accounts (e.g. FSA) only to the extent that it will lower the premium or
19 premium equivalent so that it is no longer above the threshold. The modifications cannot be
20 greater than what is necessary to bring the premium below the threshold.
21
- 22 • Employees impacted by any modification(s) needed to stay under the tax threshold for the plan
23 will, on average for the group impacted, be made whole by:
24
 - 25 a) decreases to the employee contributions for that plan; or
 - 26 b) increases to the employee base wage rates; or
 - 27 c) some combination of a) and b).

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

4
5 **Section 10.4 Copies of Policies to be Furnished to Union.**

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

10
11 **Section 10.5 Federal or State Programs.**

12 If during the term of this Agreement there is mandated by federal or state government a program that
13 affords to employees covered by this Agreement similar benefits (such as but not limited to medical
14 benefits and dental benefits) to those that are afforded by this Agreement, benefits afforded by this
15 Agreement will be replaced by such federal or state program. The company will adopt the Washington
16 State Paid Family Medical Leave Act abiding rules thereof. The Company will comply with the provisions
17 for the furnishing of such program to the extent required by law. No question or issue regarding the level
18 of benefits under the state or federal program shall be subject to the grievance procedure or arbitration
19 provisions of Article 18 of this Agreement.

20
21 **Section 10.6 Workers Compensation Insurance.**

22 The Company provides a comprehensive workers' compensation insurance program at no cost to the
23 employee pursuant to applicable state laws. The administration of the worker's compensation program,
24 including choice of carrier, administrator and all other matters associated with the administration of the
25 workers' compensation shall be exclusively determined by the Company. The workers' compensation
26 plan may be amended or changes, so long as the amendments or changes also apply to the Company's
27 non-represented at the Spokane location.

1 Any employee who experiences an injury/incident that may be compensable under workers'
2 compensation is required to report said injury/incident to their immediate supervisor immediately or not
3 later than the end of their shift on the day on which the injury/incident occurred.

4
5 **ARTICLE 11**
6 **TRAVEL REIMBURSEMENT**

7
8 **Section 11.1**

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

12
13 **ARTICLE 12**
14 **JOB CLASSIFICATIONS — IDENTIFICATION AND APPLICATION OF**

15
16 **Section 12.1 Temporary Classifications.**

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

25
26
27 **Section 12.2 Procedure for Placement, Within Job Classifications, of New or Changed Jobs.**

28 In the following sections of this Article, a procedure is established for the placement, within a job
29 classification, of new jobs or jobs in regard to which, after the date of this Agreement, there has been a
30 substantial change in job function or job description. Such procedure provides agreed upon measurements,

standards and considerations to be applied in the placement of any such job within a particular job classification.

Section 12.3 Establishment of New Jobs.

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

Section 12.4 Procedure in Event of Disagreement.

If the Union challenges the job classification rate of pay in regard to a new or changed job, Company and Union representatives shall meet promptly, at a mutually agreed time, for the purpose of attempting to reach agreement as to the appropriate classification rate of pay. If no agreement is reached within thirty (30) calendar days, the Union may, within the next ten (10) calendar days, request that the controversy be submitted to arbitration in accordance with Article 18.

Section 12.5 Retroactive Payment Where Classification Rate Changed.

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

1 **Section 12.6 Misassignment Grievances.**

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

8

9 **Section 12.7 Classifications.**

10 **Team Lead** = Will be required to assign, assist and communicate instructions to other production
11 mechanics and lead or train other production mechanics in daily work. Must demonstrate leadership,
12 training and communications skills. Can be assigned to perform all Production Mechanic B functions.
13 Promotional process for Team Lead will be subject to Section 21.1 B.

14

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

18

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

24

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

30

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

4
5 **Inspection Mechanic A*** = can be assigned to any and all inspection tasks including Material Review Board
6 (MRB) disposition approval and First Article Inspection (FAI) where qualified and holding appropriate
7 certifications. Can be assigned to lead and train other Inspection B technicians in daily work
8 responsibilities. Can be assigned to lead or train other inspection mechanics in daily work. May be required
9 to assign, assist and communicate instructions to other mechanics at management discretion. Must
10 demonstrate leadership, training and communications skills.

11
12 **Inspection Mechanic B** = can be assigned to perform all Quality Assurance inspection activities,
13 including MRB initiation and receiving inspections, where qualified and holding appropriate
14 certifications. Skills and attributes must include interpersonal skills and ability to assist others regarding
15 compliance and conformity requirements.

16
17 **Tooling Mechanic A*** = can be assigned to perform all Tooling Mechanic B functions and all other
18 activities as required to meet production needs. May be required to assign, assist and communicate
19 instructions to other mechanics in daily work. Can be assigned to lead or train other tooling mechanics at
20 management discretion. Must demonstrate leadership, training and communications skills.

21
22 **Tooling Mechanic B** = can be assigned to perform any and all tooling functions for which he or she is
23 qualified and holds appropriate certifications.

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

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

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

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

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

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

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

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

3
4 **12.7(a)** Bargaining unit employees assigned to train two (2) or more employees will be promoted
5 to the "A" classification during such training.

6
7 **ARTICLE 13**
8 **SENIORITY**
9

10 **Section 13.1**

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

15
16 **Section 13.2 Accumulation of Seniority.**

17 The seniority of an individual at any time (subject to the other sections of this Article 13) shall be:

18
19 **13.2(a)** The amount of IAM bargaining unit seniority he had immediately prior to the effective
20 date of this Agreement for the purpose of promotions according to Job Classifications as specified
21 in Section 12.7.

22
23 **13.2(b)** The time after such effective date that he is on the active payroll of the Company within
24 any bargaining unit to which this Agreement relates; plus

25
26 **13.2(b)(1)** time lost by reason of industrial injury, industrial illness, or jury duty; plus

27
28 **13.2(b)(2)** time on leave of absence granted for the purpose of serving in the Armed Forces
29 of the United States; plus

1 **13.2(b)(3)** time spent on authorized leave of absence for Union business; plus

2
3 **13.2(b)(4)** time spent on leave of absence granted by the Company for the purpose of
4 permitting an employee to engage in activities requested by the Company; plus

5
6 **13.2(b)(5)** time spent on authorized leave of absence granted because of pregnancy or to
7 cover periods of non-industrial injury or illness, not to exceed one (1) year during any such
8 period; plus

9
10 **13.2(b)(6)** the first ninety (90) days of any other authorized leave of absence; plus

11
12 **13.2(b)(7)** time on disability retirement from any such unit provided the employee qualifies
13 to return to the active payroll; plus

14
15 **13.2(b)(8)** time on layoff equal to length of employment not to exceed six (6) years.

16
17 **Section 13.3 Loss of Seniority.**

18 **13.3(a)** An individual shall lose seniority rights for the following reasons:

19
20 **13.3(a)(1)** Resignation. (An individual who, while on leave of absence, engages in other
21 employment or fails to report for work or to obtain renewal of his leave on or before its
22 expiration, will be considered as having resigned.)

23
24 **13.3(a)(2)** Discipline and discharge for cause.

25
26 **13.3(a)(3)** Failure to return to work within fourteen (14) regular workdays after dispatch
27 by certified mail, return receipt requested, of a recall from layoff unless such period is
28 extended by the Company.

1 **13.3(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 **13.3(a)(5)** Retirement (excludes those employees on disability retirement who qualify to
6 return to the active payroll.)

7
8 **13.3(a)(6)** An employee who fails to report to work at the end of his PTO period without
9 justifiable reason and without notice thereof shall be terminated and cease to have seniority.

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

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

19
20 An employee with seniority who is drafted or enlists for service in the Armed Forces of the United
21 States of America shall, if within ninety (90) days after his honorable release from such service,
22 apply for re-employment, be restored to his former position together with all accumulated seniority
23 in accordance with the provisions of this Agreement and the laws of the United States.

24
25 The Company may transfer or promote employees covered by this Agreement to any non-IAM
26 positions within Triumph Composite Systems. Employees transferring to such positions shall
27 retain their bargaining unit seniority but shall not accumulate additional seniority while they
28 remain in such positions. The Company at any time may transfer to positions within this unit those
29 employees who have seniority under this Article. Such transfers may be made subject only to the
30 job return rights of others.

1 **13.3(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 13.4 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 13.5 Probationary Employees.**

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

17 During such ninety (90) day period, probationary employees may be laid off or terminated at the discretion
18 of the Company. Such layoffs or terminations during the probationary period shall not be subject to the
19 grievance and arbitration procedure.
20
21
22
23
24
25
26
27
28
29

1 **ARTICLE 14**

2 **LEAVE OF ABSENCE — MEDICAL LEAVE**

3
4 An employee, upon written request accompanied by proper medical documentation satisfactory to the
5 Company, shall be granted a medical leave of absence without pay for a period of time equal to his length
6 of service from the last date of hire or rehire to a maximum of two (2) years.

7
8 The Company may, at its discretion, require any employee to be examined at its expense by a physician
9 of its choice. Physician to be a board certified specialist in the appropriate field.

10
11 The Company may, at its discretion, grant the employee the privilege of renewing such medical leave for
12 a like period of time, provided that in the initial leave or any renewal thereof, the employee shall maintain
13 contact with the Company, informing said Company of medical progress; and the Company may, at its
14 discretion, require that the employee returning from a leave of absence be subject to a medical examination
15 before returning to work.

16
17 The Company shall comply with the provisions of the Family and Medical Leave Act (FMLA). Eligible
18 employees who apply for a leave under the FMLA which is not covered by other provisions of the
19 Agreement will be required to first exhaust fifty percent (50%) of any accumulated PTO provided under
20 other provisions of the Agreement in accordance with Federal law. An employee returning from a medical
21 leave of absence must report to Human Resources at the beginning of the shift on the release date where
22 the employee shall present a full release to return to work from the health care provider.

23
24 **ARTICLE 15**

25 **PERSONAL LEAVE**

26
27 A leave of absence may be granted for personal reasons and without pay for a definite period of time not
28 to exceed fifteen (15) working days and may be renewed for a further period upon application to the
29 Company. Personal leaves and extensions thereof shall be at the discretion of the Company, it being
30 understood that the Company shall give special consideration to those cases involving sickness, and his

1 or her absence from work will not cause undue interference with production. Applications for leave and
2 extensions shall be in writing signed by the employee and shall contain information concerning the reason
3 for the leave and the period of leave time requested. Copies of actual leave documents and extensions
4 shall be provided to the Business Representative of the Union upon request.

5
6 An employee who obtains a leave of absence under this provision and engages in other employment, or
7 gives a false reason for leave of absence, or engages in other activity other than that for which the leave
8 was granted, or shall fail to return to work at the end of the leave period will lose his or her seniority status
9 as an employee of the Company.

10
11 Union Representative Leave of Absence. In case he/she is appointed by the President or Directing Business
12 Representative of the Union representing the particular unit, or elected, to a full-time Union position, leave
13 shall be granted for the period of time necessary to fill such position. If leave was granted to accept a full-time
14 position with the Union, the employee will be returned to the job which he/she last held if such job is then
15 populated; if such job is not then populated he/she will be returned to one of equal grade.

16
17 **ARTICLE 16**
18 **ENVIRONMENTAL SAFETY AND HEALTH**
19

20 **Section 16.1 Mutual Objective.**

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

27
28 **16.1(a) Environmental Safety and Health in the Workplace.** The Union and the Company are
29 committed to working together to maintain a healthy and safe workplace. Both parties agree that
30 all employees should be actively involved in creating a safe workplace and complying with all

1 applicable safety and health policies and procedures. Both parties recognize that good physical
2 health and being prepared to do physical work may reduce injuries. Together, the parties will
3 explore methods to promote health programs.
4

5 **Section 16.2 Health and Safety Focal Points.**

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

14 **Section 16.3 Use of Safety Devices.**

15 **16.3(a)** The Company will furnish proper, modern and sanitary safety devices for all employees
16 working on potentially hazardous work. It shall be mandatory for all employees to use such devices
17 when the Company determines that they are necessary. The Company shall replace any Company
18 approved employee provided prescription safety glasses or approved safety shoes accidentally and
19 irreparably damaged while performing their job assignment if the employee's own negligence or
20 lack of care was not a primary factor.
21

22 **16.3(b)** The Union and the Company have a longstanding commitment to individual employee safety
23 and regulatory compliance. This commitment extends to issues regarding personal protective
24 equipment and safety devices and the value of working together to create an injury-free workplace.
25 To further their commitment, the parties have agreed that the Company will maintain a process that
26 will provide employees up to one hundred dollars (\$100.00) per year towards the purchase of
27 approved safety shoes where such shoes are mandatory due to regulatory compliance or Company
28 directive.
29

1 **16.3(c)** On employee request, the Company will continue to provide prescription safety glasses to
2 employees. Once provided, no additional prescription safety glasses will be provided for a twenty-
3 four (24) month period thereafter. The Company will contract with vendors either outside the
4 plant, or who are willing to visit the plant. The Company will provide up to one hundred twenty-
5 five dollars (\$125) towards ANSI Approved prescription safety eyewear, per the Prescription
6 Safety Eyewear Program. Employees will be responsible for all expenses exceeding the one
7 hundred twenty-five dollars (\$125.00).
8

9 **Section 16.4 Safety and Health Reporting Process.**

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

18 **Section 16.5 Requirement of Medical Examination.**

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

1 Representative with the designated representative of the Company within seven (7) workdays after the date
2 of such reassignment to a lower labor grade, such denial of promotion, such denial of return to active
3 employment, such involuntary separation from the payroll or such other adverse action.

4
5 **16.5(a)** The Company will maintain emergency first aid service at other locations unless such
6 service is available from military or other sources.

7
8 **16.5(b)** When an employee at work requires immediate medical attention by a private medical
9 practitioner or at a hospital due to an industrial injury/illness or exposure to hazardous agents in
10 the work environment, and the employee is not able to provide his own transportation, the
11 Company will provide the transportation to and from the employee's normal work location. If such
12 an employee is returned to his work location too late to use his normal transportation home, the
13 Company will provide that transportation.

14
15 **Section 16.6 Medical Recommendations.**

16 **16.6(a)** A medical recommendation is a description of an employee's functional capabilities (i.e.
17 physical or cognitive abilities) which are limited due to a medical condition. Medical
18 recommendations are issued by the Company based on a review of relevant information, including
19 information from the employee's community Health Care Provider when available.

20
21 **16.6(b)** An employee who may need a new medical recommendation or the removal of a current
22 medical recommendation, shall have the responsibility to report to the Company designated location
23 and provide the following information, as applicable:

24
25 **16.6(b)(1)** Upon the employee's return to work, the employee's community Health Care Provider's
26 statement including the date the employee is released to return to work, and the employee's
27 functional capabilities;
28

1 **16.6(b)(2)** To report for re-evaluation when the period of a time-limited medical recommendation
2 has elapsed, with a statement from the employee's community Health Care Provider regarding the
3 functional capabilities if available;

4
5 **16.6(b)(3)** A statement by the employee's community Health Care Provider pertaining to his
6 medical condition, or change to such condition, including a statement of the employee's functional
7 capacities.

8
9 If the Company agrees that the medical condition of the employee warrants the initiation, removal
10 or modification of a medical recommendation, such action will be taken. A medical
11 recommendation placed in an employee's folder will be removed when the medical
12 recommendation expires, or is discontinued by the Company.

13
14 **Section 16.7 Employees with Injuries or Illnesses.**

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

18
19 **Section 16.8 Employee Assistance.**

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

22
23 **16.8(a) Joint Company-Union Alcohol and Drug Dependency Program.** The parties recognize
24 that drug and alcohol usage can adversely affect an employee's job performance and the
25 maintenance of a safe and productive work environment and can undermine public trust and
26 confidence in the Company's products. Accordingly, they agree to cooperate in substance abuse
27 awareness and education.

1 **ARTICLE 17**
2 **STRIKES AND LOCKOUTS**
3

4 The Union agrees that during the term of this Agreement, and regardless of whether an unfair labor
5 practice is alleged (a) there will be no strike, sit-down, slow down, picketing, walk-out or any other
6 interruption of work and (b) the Union will not directly or indirectly authorize, encourage or approve any
7 refusal on the part of employees to proceed to the location of normal work assignment where no rare or
8 unusual physical hazard is involved in proceeding to such location. Any employee who violates this clause
9 shall be subject to discipline. The Company agrees that during the term of this Agreement there will be
10 no lockout of employees covered by this Agreement. Any claim by either party that the other party has
11 violated this Article 17 shall not be subject to the grievance procedure or arbitration provisions of this
12 Agreement, and either party shall have the right to submit such claim to the court.
13

14 **ARTICLE 18**
15 **GRIEVANCE PROCEDURE**
16

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

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

30 STEP 2: If the grievance is not adjusted satisfactorily in Step 1 of the Grievance Procedure,
31 it shall be reduced to writing, signed by the employee and/or Steward, and presented

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

9
10 STEP 3: If the grievance is not satisfactorily settled, the Union may move the grievance to
11 Step 3 within ten (10) days of receipt of the Company's written Step 2 answer. The
12 HR Director or his designee agrees to meet with the Union Business Agent and
13 Steward for the purpose of resolving any outstanding grievances. The Company
14 will provide a written response to the Union within five (5) days of the Step 3
15 meeting.

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

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

9
10 **ARTICLE 19**
11 **MISCELLANEOUS**
12

13 **Section 19.1 Inventions.**

14 **19.1(a)** Employees shall be permitted to retain ownership of an invention conceived or developed
15 by them if the invention (a) was developed entirely on the employee's own time and the
16 invention is one for which no equipment, supplies, facilities, or trade secret information of the
17 Company was used; and (b) does not (i) relate directly to the business of the Company or to
18 the Company's actual or demonstrably anticipated research or development, or (ii) result from any
19 work performed by the employees for the Company. All other inventions shall be the property of
20 the Company, and employees shall assist the Company in the protection of such inventions as
21 directed by the Company.

22
23 **19.1(b)** No employee shall be required, as a condition of employment or continued employment,
24 to sign an invention agreement which contravenes the provisions of this Section.
25

26 **Section 19.2 Sabotage.**

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

Section 19.3 Nondiscrimination.

All terms and conditions of employment included in this Agreement shall be administered and applied without regard to race, color, religion, national origin, status as a disabled or Vietnam era veteran, age, gender, sexual orientation or the presence of a disability, except in those instances where age, gender, or the absence of a disability may constitute a bona fide occupational qualification. If administration and application of the contract is not in contravention of federal or state law such administration or application shall not be considered discrimination under this Section 19.3. Notwithstanding any other provision of this Section 19.3 or of this Agreement, a grievance alleging a violation of this Section 19.3 shall be subject to the grievance and arbitration of provisions of this Agreement only if it is filed on behalf of and pertains to a single employee. Class grievances based on alleged violation of this Section 19.3 shall not be subject to the grievance procedure and arbitration procedures of this Agreement.

Section 19.4 Masculine - Feminine References.

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

Section 19.5 Security Interviews.

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

Section 19.6 Subcontracting.

Both parties recognize the need to subcontract to create operational efficiencies and the potential to grow the business by acquiring new work. To that extent, the Company will discuss subcontracting plans and new work decisions at the management-stewards meetings every other week (Section 3.1(2b)). It is not the intent of the Employer to subcontract work customarily and currently performed by the Employer in

1 the Spokane plant by its own employees, during a reduction in force, or which would as a consequence
2 result in a reduction in force. Within six (6) months following the effective date of this agreement and at
3 regular six-month intervals thereafter, the Company will meet and discuss with the Union the Company's
4 plans for subcontracting or outsourcing any bargaining unit work. The discussions will be non-binding,
5 will not delay the implementation of any actions by the Company, and will not abridge the Company's
6 right to assign work and direct the workforce.

7
8 The Company and the Union mutually recognize the necessity to meet and confer on work packages that
9 may be outsourced and evaluate ways to keep work at Triumph Composite Systems. In the event work
10 packages are to be outsourced, the company agrees to provide one hundred twenty (120) days advanced
11 notification to the Union.

12 13 **Section 19.7 Successorship.**

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

18
19 The Company will likewise make any potential buyer fully aware of the current IAM labor agreement.
20 The Company will comply with all state and federal laws with respect to employee rights in connection
21 with the sale of the business. There will be expedited bargaining on all issues related to the sale and its
22 effects on employees.

23
24 It is likewise recognized that in the normal situation of a transfer of operations/assets structured as a stock
25 sale, the labor contract and all employee rights thereunder will continue unchanged and be binding on the
26 purchaser.

1 **ARTICLE 20**

2 **LAYOFF, RECLASSIFICATION AND RECALL RIGHTS**

3
4 **Section 20.1**

5 Upon layoff, employees have the right to return to the job classification held prior to layoff for a period
6 equal to length of service up to a maximum of six (6) years from the date of layoff. Employees on layoff
7 will have the rights to return to all job classifications to which an employee has worked ninety (90) or
8 more consecutive calendar days. At least five (5) work days before implementation of any surplus,
9 reduction or layoff, the employer will notify the union as to the current staffing levels for each
10 classification and the number of employees to be laid off.

11
12 If the Union believes that a surplus, reduction or layoff violates Article 20 herein, the Union will notify
13 the Employer within five (5) work days of the notice provided to the Union. If the parties cannot resolve
14 the disagreement, the parties agree to conduct an expedited arbitration (oral arguments, bench decision)
15 to resolve the issue. The Employer will not be required to delay the layoff pending the outcome of such
16 arbitration, but the parties will have the arbitration conducted as expeditiously as reasonably possible
17 under the circumstances.

18
19 **Section 20.2**

20 It is the intent of the Company and the Union to layoff and recall from layoff using the principal of
21 seniority as called for in Sections 13.1 and 20.1 of this Agreement. The following will establish the
22 procedure used.

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

- 28
29 1) Less senior employees in the same Job Classification (i.e., Mechanic A to Mechanic B).

2) Less senior employees in any Job Classification in which the employee has worked ninety (90) or more consecutive calendar days, unless the employee has voluntarily downgraded from the job classification.

3) Team Lead A's and Production Mechanic A's may be allowed to cross job classifications and perform work on a temporary basis per Section 6.14 Temporary Assignments, not to exceed fourteen (14) days. The fourteen (14) day period is not intended to be repetitive.

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

ARTICLE 21

PROMOTIONAL PROCEDURES

Section 21.1

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

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

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

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

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

7
8 Employees who fail to qualify within the ninety (90) calendar day evaluation period and
9 return to their former job classification, must wait thirty (30) calendar days from the date
10 of their return to re-file for a promotion within the same job classification.

11
12 B. (Open) Promotions shall be by seniority and will be subject to a ninety (90)-day evaluation
13 period, during which time they will be coded as a temporary classification per Section 6.14.
14 Discipline directly related to the failure to meet the new job qualifications issued to an
15 employee during a ninety (90) day evaluation period will be removed if the employee
16 returns to their former job classification. Employees who fail to qualify will be returned to
17 their former job classification.

18
19 1. A promotion is a job which has a higher rate of pay.

20
21 2. The Employer shall select the senior qualified employee applying. Such
22 selection shall be subject to Article 18.

23
24 3. "Qualifications" shall mean the minimal qualifications for the classification
25 as determined by management, which shall be put in writing and posted.
26 These minimum qualifications shall not be subject to Article 18.

27
28 4. Employee must have at least six (6) months company service and have a
29 satisfactory work record.
30

1
2
3
4 **ARTICLE 22**

5 **DURATION**

6 This Agreement shall become effective as of the beginning of first shift on May 11, 2020 (which date is
7 the date as of which this Agreement was executed, sometimes referred to as the "effective date of this
8 Agreement") and shall remain in full force and effect until midnight at the close of May 11, 2023, and
9 shall automatically be renewed for consecutive periods of one (1) year thereafter, unless either party shall
10 notify the other in writing, at least sixty (60) days but not more than ninety (90) days prior to May 11 of
11 any calendar year, beginning with 2023, of its desire to terminate the Agreement, in which event this
12 Agreement shall terminate at midnight at the close of such May 11, unless renewed or extended by
13 mutual written agreement. In the case of such notice the parties agree to meet immediately thereafter for
14 the purpose of negotiating a new Agreement or a written renewal of this Agreement.

15 INTERNATIONAL ASSOCIATION OF

TRIUMPH COMPOSITE SYSTEMS, INC.

16 MACHINISTS AND AEROSPACE WORKERS,

AFL-CIO

17
18 By Jon Holden

By Danielle Garrett

19 Jon Holden, President and

Danielle Garrett, Human Resources and

20 Directing Business Representative

Labor Relations, Triumph Group, Inc.

21 District Lodge 751, IAM&AW

22
23 By Steve Warren

By Patrick Q. Jones

24 Steve Warren, Business Representative

Patrick Q. Jones, General Manager

25 District Lodge 751, IAM&AW

Triumph Composite Systems, Inc.

26
27 On behalf of the collective bargaining unit for which, respectively, the undersigned is the certified
28 collective bargaining agent, each of the undersigned as of the date stated above and as a party to the
29 foregoing Agreement hereby accepts and agrees to the terms and conditions thereof.
30

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. The member cost sharing applies to all covered benefits incurring during a member's inpatient stay	15%	50%
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	

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		
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		
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	

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.

1 ATTACHMENT B

2 EFFECTS AGREEMENT

3 This Effects Agreement (hereinafter "Agreement") is made and entered into this 29th day of April
4 2020, by and between Triumph Composite Systems (hereinafter "Employer") and the International
5 Association of Machinists and Aerospace Workers, AFL-CIO District Lodge 751 and its Local Lodge 86
6 (hereinafter collectively the "Union").

7 WHEREAS, the Employer and the Union have negotiated a collective bargaining agreement
8 ("CBA") dated May 11, 2016 to May 11, 2020, and the Union is the sole representative pursuant to the
9 Recognition clause of the CBA and the Union has the legal right to enter into this Agreement on behalf of
10 these employees; and

11 WHEREAS, the Employer and the Union have negotiated in good faith concerning the Employer's
12 decision to reduce the workforce at the Employer's facility in Spokane, Washington (hereinafter "Plant");
13 and

14 WHEREAS, the Employer and the Union have negotiated in good faith the effects of the above-
15 referenced decision upon the bargaining-unit employees represented by the Union; and

16 WHEREAS, after said negotiations, the Employer and the Union have agreed upon the settlement
17 of all rights and liabilities each have to each other arising under applicable law as of the date of this
18 Agreement relating to layoffs and the effect thereof; and

19 WHEREAS, the parties agree that the terms and conditions of this Effects Agreement, including
20 but not limited to the payment of wages and benefits outlined below, are conditioned upon a smooth and
21 orderly reduction of the Employer's above-referenced Spokane operations;

22 NOW THEREFORE, the Employer and the Union on behalf of itself and the members of the
23 bargaining unit agree that the below terms set forth the full and final obligations of the parties:

24 Severance Pay. Bargaining-unit members who are voluntarily or involuntarily laid off during the
25 month of April 2020 or at any time thereafter shall receive one hundred and sixty (160) hours of severance
26 pay at the employee's current rate of pay excluding shift differential or other premiums:

1 Severance shall be paid in a one-time lump sum payment, less required withholding and other
2 customary payroll deductions, payable no later than the second full payroll period after the employee's
3 layoff.

4 Employees shall only be eligible for severance pay if they are active employees, including those
5 on approved leaves of absence, during the month of April 2020 or at any time thereafter.

6 Employees who are voluntarily laid off and are subsequently recalled to active employment within
7 thirty (30) days of layoff shall be required to reimburse the Company for any severance payment received
8 under the instant Agreement in excess of the actual number of hours the employee was laid off.
9 Reimbursement will be completed within (60) days of recall.

10 Employees are not eligible to receive severance as outlined herein more than one (1) time for the
11 duration of their employment with the Employer except to the extent that any severance was reimbursed
12 to the Company pursuant to the above provision under the instant Agreement within thirty (30) days of
13 recall.

14 Continuation of Benefits. A bargaining-unit member who is voluntarily or involuntarily laid off
15 during or after the month of April, 2020 shall be eligible to continue medical, dental and vision benefits,
16 at the employee's elected coverage levels which were in effect immediately before the employee's date
17 of layoff, through the end of the calendar month following the calendar month in which the employee is
18 laid off (the employee's "Continuation of Benefits Period").

19
20 In order to have continued benefit coverage, a laid off employee must continue to pay the
21 employee-portion of the premium cost for the employee's elected coverage levels. If the laid off
22 employee's Continuation of Benefits Period bridges two calendar years, then beginning on January 1 of
23 the second calendar year, the medical, dental and vision benefits available to the laid off employee, and
24 the employee-portion of the premium cost for such benefits, will be the same as those available to members
25 of the bargaining unit who are actively employed by the Company on such January 1, even if such benefits
26 and premiums are different from those available to the laid off employee on the date of the employee's
27 layoff.

1 Release of All Other Claims. The Union agrees that the Employer and the Union have bargained
2 in good faith about the effects the Employer's decision to reduce operations on the bargaining unit. The
3 Union agrees that it will not, on its own behalf or on behalf of the employees it represents, file any lawsuit,
4 grievance, administrative charge, or make any other claim or demand, including with the NLRB or other
5 governmental entity, against the Employer, its parents, subsidiaries, affiliates and related entities in any
6 way concerning the decision to reduce operations, discontinue and replace product lines, close the facility
7 or the resulting layoffs conducted in accordance with the CBA. This release also includes any and all
8 claims which arose or could have arisen prior to the date of this Agreement, if related in any way to the
9 decision to discontinue and replace product lines, wind down operations, transfer work, close the Plant or
10 the resulting layoffs conducted in accordance with the CBA. Nothing in this Release or Effects
11 Agreement shall constitute a waiver or reduction of any employee's right of recall under the CBA.

12
13
14 For the Company:

15 
16 _____

17 Danielle Garrett, Sr. Director

18 Human Resources & Labor Relations, TAS
19
20
21
22
23
24
25
26
27

For the Union:



Jon Holden, District President

District Lodge 751, IAM&AW