

SPEEA-Triumph Contract



**COLLECTIVE BARGAINING
AGREEMENT**

Between

TRIUMPH COMPOSITE SYSTEMS, INC.

and

**SOCIETY OF PROFESSIONAL ENGINEERING
EMPLOYEES IN AEROSPACE,
IFPTE LOCAL 2001**

October 19, 2020 to October 19, 2021

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**ENGINEERING EMPLOYEES IN AEROSPACE,
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COLLECTIVE BARGAINING AGREEMENT

Between

TRIUMPH COMPOSITE SYSTEMS, INC.

And

SOCIETY OF PROFESSIONAL

ENGINEERING EMPLOYEES IN AEROSPACE, IFPTE LOCAL 2001

This Agreement is executed as of this 19th day of October 2020, by and between Triumph Composite Systems, Inc., a Delaware corporation having its principal place of business in Spokane, Washington (the "Company"), and the Society of Professional Engineering Employees in Aerospace ("SPEEA" or the "Union"). The Union is the bargaining agent for the collective bargaining unit described in Article 1.

This agreement is a reflection of the parties' commitment to these shared values:

- To maintain a respectful, cooperative relationship.
- To work together to further the mutual success of both parties: positioning the Company for continued competitive success in the marketplace while enabling SPEEA to best represent and serve its members.
- To resolve issues, to the greatest extent possible, through a collaborative process, marked by open communication and respect for each other's interests.

ARTICLE 1 – RECOGNITION

Section 1.1 Recognition.

For the purposes of collective bargaining with respect to rates of pay and other conditions of employment, the Company recognizes the Union as the exclusive bargaining agent for all exempt and non-exempt salaried employees who regularly apply engineering and technical disciplines to research, design, develop, manufacture, test and evaluate Company products and processes and engineers and technical employees whose assignments primarily are industrial, manufacturing, quality, materials, product and plant engineering and technology and excluding all other employees, guards and supervisors as defined in the National Labor Relations Act. Functional areas include planning, design, analysis, tooling, product support, laboratory testing, process improvement and R&D.

ARTICLE 2 – RIGHTS OF MANAGEMENT

Section 2.1 Rights of Management.

2.1(a) The terms and conditions of this Agreement are minimum and the Company shall be free to grant more favorable terms and conditions and to pay salaries higher than the minimums shown in Article 11 to any employee.

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

1 **ARTICLE 3 – NON-DISCRIMINATION**
2
3

4 **Section 3.1 Non-Discrimination.**

5 All terms and conditions of employment included in this Agreement shall be
6 administered and applied without regard to race, color, religion, national origin,
7 status as a disabled or Vietnam era veteran, age, sex, marital status, sexual
8 orientation, or the presence of a disability, except in those instances where age, sex
9 or the absence of a disability may constitute a bona fide occupational qualification.
10 Administration and application of the Agreement that is not in contravention of
11 federal or state law shall not be considered discrimination under this Article.
12

13 **Section 3.2 Non-Discrimination Grievances.**

14 Notwithstanding any other provision of Article 17, a grievance alleging a violation
15 of this Article shall be subject to the grievance and arbitration procedure of Article
16 17 only if it is filed on behalf of and pertains to a single employee. Class grievances
17 under this Article shall not be subject to the grievance and arbitration procedure
18 under this Agreement.
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ARTICLE 4 – PERFORMANCE EVALUATION

Section 4.1 The Company and the Union agree that many factors contribute to performance, including but not limited to: initiative, ingenuity, quality and quantity of output, cooperation, attitude and knowledge. It is further agreed that both the Company and the employee share an equal responsibility and a shared commitment to continuous improvement.

Section 4.2 Any performance evaluation system must consist of the following factors:

4.2(a) A mutual understanding of both the employee’s responsibilities and objectives as well as those of the immediate manager.

4.2(b) A discussion of methods and skills needed to achieve those responsibilities and objectives.

4.2(c) Periodic reviews between the employee and manager in regard to the progress of the mutually understood responsibilities and objectives.

4.2(d) An appeal process which the employee may use if agreement on responsibilities or objectives cannot be reached, or the final evaluation is deemed by the employee to be unfair.

4.2(e) An assessment of employee performance.

4.2(f) A discussion of and plan for employee development, which shall include discussion of available and recommended work-related training and educational programs, and specific goals for the future.

Section 4.3 Bases for Performance Evaluation.

Any system used to evaluate employee performance must:

4.3(a) Promote open, on-going communication between the employee and management.

4.3(b) Enhance employee satisfaction, dignity and trust.

4.3(c) Promote fairness.

4.3(d) Be clearly understandable.

Section 4.4 Frequency.

Any performance evaluation system will be based upon a common, minimum annual cycle for the employees within the bargaining unit. The initial review and the final evaluation must be completed within thirty (30) calendar days of the annual commencement and conclusion of the review.

The employee will be given adequate time prior to each discussion with management to review and compile duties and assignments as well as assess accomplishments.

The Company will give notice to the Union sixty (60) days prior to the commencement of this process.

1 **Section 4.5 Review Process.**

2
3 Before a clear and accurate performance definition can be achieved, individual
4 objectives need to be balanced with organizational responsibilities. The employee
5 and immediate manager will meet to develop and mutually understand the
6 employee's job requirements, performance responsibilities and objectives, and
7 the plan for their achievement. This discussion will be held at the beginning of
8 the performance evaluation cycle or upon a significant change in the employee's
9 primary duties and responsibilities.

10
11 The discussion will be finalized by a written document reflecting the following:

12
13 **4.5(a)** Clear and accurate job requirements, responsibilities expected of, and
14 mutually understood by the employee and immediate manager.

15
16 **4.5(b)** What constitutes successful fulfillment of stated responsibilities and
17 objectives.

18
19 **4.5(c)** A training and development plan for the following twelve (12) months.

20
21 **Section 4.6 Interim Reviews.**

22
23 After the initial responsibilities and objectives are agreed upon by the employee
24 and manager, there shall be a mandatory meeting prior to the end of the seventh
25 calendar month after the evaluation cycle commences. During this meeting
26 the employee's progress toward mutually understood goals and objectives will
27 be reviewed. In addition, any other significant factors will be discussed. At the
28 employee's or manager's discretion, more frequent reviews may be accomplished.

29
30 **Section 4.7 Appeal Process.**

31
32 An employee who feels that the responsibilities and objectives or the evaluation as
33 to the success of reaching those responsibilities and objectives is inappropriate may,
34 at any time during the evaluation cycle, request that a Union Representative, the
35 appropriate Senior Manager, and the Human Resources Manager, or designee, meet
36 and respond to the issues raised. Such response shall not be later than thirty (30)
37 calendar days from the date the issues were raised to management. Such response
38 time may be extended by mutual agreement of the parties.

39
40 **Section 4.8 Disciplinary Problems.**

41
42 The sole purpose of a performance evaluation system is to review an employee's
43 job performance. Problems of a disciplinary nature, such as a violation of company
44 rules, shall be addressed through the established disciplinary process and will not
45 be a proper subject of any performance evaluation review.

46
47 **Section 4.9 Modification.**

48
49 Development and changes to the performance evaluation system will be at the
50 sole discretion of the Company, provided that Sections 4.2 and 4.3 principles will
51 continue to apply in any modified system. The Company will maintain a performance
52 evaluation system for the life of the contract. The Company will not implement any
53 changes to the system until thirty (30) days after notice of the changes to the Union
54 and opportunity for discussion and Union input.

ARTICLE 5 - PAID TIME OFF (PTO)

Section 5.1 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>Vacation Accrual</u>
Less than 5years	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 5.2 PTO may be taken in one (1) hour increments, with 24 hour’s advance management notice and approval; provided, that any use permitted including any notice provisions under RCW 49.46.210 and the applicable WAC provisions will also be permitted.

Section 5.3 For calendar year 2021, employees may carry over a maximum of eighty (80) hours of PTO (comprised of vacation and/or PTO hours earned under the 2016 CBA). PTO hours in excess of eighty (80) will be placed in a grandfathered PTO bank. Grandfathered PTO hours are not eligible for employees to use as PTO, but will be paid upon separation from employment. Beginning in calendar year 2022 and subsequent years thereafter, an employee may carry over a maximum of forty (40) hours of PTO from one calendar year to the next.

Section 5.4 Unused PTO will be paid to the employee upon termination.

Section 5.5 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 October 19,2020.

1 **ARTICLE 6 –LEAVE OF ABSENCE, MEDICAL LEAVE, AND PERSONAL LEAVE**

2
3 **Section 6.1 Medical Leave of Absence.**

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

9
10 The Company may, at its discretion, require any employee to be examined at the
11 Company's expense by a physician of its choice, who is a board certified specialist in
12 the appropriate field.

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

20
21 The Company shall comply with the provisions of the Family and Medical Leave
22 Act (FMLA). Eligible employees who apply for a leave under the FMLA which is not
23 covered by other provisions of the Agreement may be required to first exhaust any
24 accumulated paid sick leave or vacation time provided under other provisions of the
25 agreement in accordance with Federal law. Such decision will not be subject to the
26 provisions of Article 17, Grievance Procedure.

27
28 **Section 6.2 Personal Leave of Absence.**

29
30 A leave of absence may be granted for personal reasons and without pay for a definite
31 period of time not to exceed fifteen (15) working days and may be renewed for a
32 further period upon application to the Company. Personal leaves and extensions
33 thereof shall be at the discretion of the Company, it being understood that the
34 Company shall give special consideration to those cases involving sickness, and
35 his or her absence from work will not cause undue interference with production.
36 Applications for leave and extensions shall be in writing signed by the employee
37 and shall contain information concerning the reason for the leave and the period
38 of leave time requested. Copies of leaves and extensions shall be provided to the
39 Union Staff Representative.

40
41 An employee who obtains a leave of absence under this provision and engages in
42 other employment, or gives a false reason for leave of absence, or engages in other
43 activity other than that for which the leave was granted, or shall fail to return to work
44 at the end of the leave period will lose his or her employment with the Company.

45
46 The Company agrees to grant a leave of absence without pay to any employee, not to
47 exceed two (2) employees in number, for the purpose of attending a labor conference,
48 it being further understood that such leaves shall not accumulate to more than ten (10)
49 working days in any calendar year, and that such leaves of absence shall be requested
50 by the employee in writing and counter-signed by the Union. These provisions are
51 above and beyond the provisions of Article 12, Union and Company Relations.

52
53 **Section 6.3 Military Leave of Absence.**

54
55 **6.3(a) Military Leave.** An employee who is a member of a reserve component
56 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 6.4(a) 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.

6.3(b) Selected Duty Under Federal Armed Services Act. Employees will continue to earn service credit while on leave of absence granted for the purpose of serving in the Armed Forces of the United States.

Section 6.4 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 or her immediate family, takes time off from work during his or her normal work schedule as such term is defined in Section 11.1 of this Agreement. Such pay shall be for eight (8) hours at his or her straight time base rate, including shift differential where applicable for each such day off; however, such pay will not be applicable if the employee receives pay for such days off under any other provision of this Agreement. Bereavement leave must be taken on consecutive workdays as selected by the employee within twenty (20) calendar days following the death (or evidence of belated notification of death). For the purposes of this Section, the "immediate family" is understood to be spouse, mother, father, step-mother, step-father, mother-in-law, father-in-law, children, stepchildren, brother, sister, step-brother, step-sister, half-sister, half-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, and grandchildren. In addition, an employee will be granted bereavement leave for a stillborn child if the employee provides a certificate of fetal death which has been certified by the attending physician.

1
2
3 **ARTICLE 7– HOLIDAYS**
4

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

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

Holiday	2020	2021
New Year’s Day		1-Jan
Memorial Day		31-May
Independence Day		5-Jul
Labor Day		6-Sep
Thanksgiving Day	26-Nov	
Day after Thanksgiving	27-Nov	
Winter Break	24-Dec	
Winter Break	25-Dec	
Winter Break	28-Dec	
Winter Break	29-Dec	
Winter Break	30-Dec	
Winter Break	31-Dec	

23
24 **Section 7.2 Holiday Pay.**

25
26 Employees shall receive eight (8) hours pay for unworked holidays (those holidays
27 designated above), at their base rate in effect at the time the holiday occurs, plus
28 applicable shift differential if, on the holiday, they are on the active payroll, including
29 those on approved leave of absence for not longer than ninety (90) calendar days.

30
31 **Section 7.3 Worked Holidays.**

32
33 Employees who are required to work on the above-named holidays shall receive the
34 pay due them for the holiday, plus double their base rate for all hours worked on
35 such holiday, plus shift differential if applicable, unless the employee starts to work
36 at 10:00 P.M., or thereafter on that day.

37
38 **Section 7.4 Holidays During PTO.**

39
40 Should a holiday occur while an employee is on PTO, the employee shall not be
41 charged PTO time for that day.

42
43 **Section 7.5 Employees on Non-Regular Workweek.**

44
45 Those employees who are assigned to work on third shift shall observe holidays
46 in accordance with Sections 7.1 through 7.4 when Independence Day falls on a
47 Monday, Tuesday, Wednesday or a Thursday. When this occurs, they shall observe
48 the Independence Day holiday on the fifth of July.
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ARTICLE 8 – WORKFORCE ADMINISTRATION

Section 8.1 Procedure Relating to the Filling of Positions.

8.1(a) The parties agree that it is in their mutual interest to assure that favorable promotional and retention consideration is granted to those individuals who are best able to maintain or improve the efficiency of the Company, further its progress and contribute to the successful accomplishment of current and future business.

Accordingly, in the filling of open positions, priority consideration will be given to the development, advancement and retention of the existing workforce. The existing workforce is defined as those employees on the active payroll or on approved leave of absence or on active layoff.

8.1(b) Reassignment of qualified surplus employees and non-promotional reassignments of non-surplus employees may be made by the Company in accordance with Company procedure regarding the reassignment of salaried employees and without regard to the provisions of Section 8.1(c). Positions so filled shall not be regarded as open positions.

8.1(c) The Company will seek qualified candidates from within the existing workforce for all positions that are designated by the Company as open positions. The Company may designate a position as open when there is a need for additional resources within a job classification or when a position is vacated and the Company determines that the vacated position should be filled.

Employees on the active payroll who have been declared surplus and/or who have been previously downgraded shall have priority consideration for open positions. Other candidates shall be considered as follows:

8.1(c)(1) The Company may reassign a qualified employee from within the existing workforce.

8.1(c)(2) The Company may return a qualified laid off employee from active recall status.

8.1(c)(3) The Company may hire a qualified candidate from external sources.

The Company will select for the open position whichever of the considered candidates it determines will best achieve the purposes set forth in Section 8.1(a).

8.1(d) Employee Requests for Reassignment. The Company will maintain an environment in which employees can make known their interest in being reassigned to other positions for which they are qualified to perform and which may satisfy their personal needs. A job posting and reassignment process will be maintained which will allow employees, without fear of reprisal, to make application for reassignment and receive consideration as a candidate for open positions for which they are qualified. The Company will provide the Union with a copy of the request for reassignment procedure and any changes thereto.

1 **Section 8.2 Retention System and Redeployment Procedure.**

2
3 **8.2(a) Objective.**

4
5 The general objective of the procedure stated in this Section 8.2 is to provide
6 for the accomplishment of layoffs for business reasons, to the end that
7 insofar as practicable the layoffs will be made equitably, expeditiously and
8 economically, and at the same time will result in retention on the payroll of
9 those employees regarded by management as comprising the workforce that
10 is best able to maintain or improve the efficiency of the Company, further its
11 progress and success and contribute to the successful accomplishment of the
12 Company's current and future business. The occurrence and existence of any
13 condition necessitating a layoff, and the number of employees involved, will be
14 determined exclusively by the Company.
15

16 Following such determination, the Company will notify the Union of the
17 anticipated layoff and, to the extent practicable, the job classifications and
18 numbers of employees apt to be affected. Affected employees will be given as
19 much notice as possible and at least two (2) weeks' notice prior to layoff, and
20 will receive consideration for open positions in accordance with Section 8.1(c).
21

22 **8.2(b) Retention Index.**

23
24 On a periodic basis, but not less than once in any twelve (12) month period,
25 each employee will be assigned by the Company a retention rating as follows,
26 giving consideration to the employee's competence, diligence, and demon-
27 strated usable capabilities as well as current and previous performance. Length
28 of Company service will be a positive factor to the extent that the experience so
29 gained continues to be reflected in increased capability.
30

31 **8.2(b)(1) Retention Index Group Make-up.**

32
33 Retention index groups shall be comprised of employees with identical job
34 classifications.
35

36 **8.2(b)(2) Review Process.**

37
38 The Company will determine the retention rating of each employee, the
39 members of management who will participate in retention index reviews,
40 the retention index groups to be used, the timing, and the other details of
41 such reviews. It is recognized that any practicable process of assigning a
42 retention rating to each employee cannot be completely free of error as
43 to method used or as to resulting retention rating, taking into account: the
44 numbers of employees, job classifications, organizations and requirements
45 involved; the fact that numerous management representatives necessarily
46 must participate in the process; and that many of the factors which must
47 be dealt with are intangible in nature. An individual's contention that their
48 rating is inappropriate shall not be subject to the grievance and arbitration
49 procedure; however, an employee may appeal the employee's assigned
50 retention rating as provided in Section 8.2(b)(5).
51

52 **8.2(b)(3) Retention Index Distribution.**

53
54 Each employee will be assigned a retention index such that, as nearly as is
55 mathematically practicable, the retention index for each retention index
56 group is R1 = 38% - 42%, R2 = 38% - 42%, R3 = 18% - 22%. In no case will

there be less than one employee assigned to retention index R1 in any retention index group.

8.2(b)(4) Employee Notification.

Following each periodic retention index review, the Company will provide each employee with a written notification of the employee's retention rating prior to the effective date, or as soon as practicable. The written notification will contain the following elements:

8.2(b)(4)(a) The number of employees in each of the three (3) retention index categories within the employee's retention index group and the total number of employees in the job classification within the Organization.

8.2(b)(4)(b) The effective date.

8.2(b)(5) Retention Index Appeals.

An employee who feels the retention rating assigned during the periodic retention index review is inappropriate may at any time discuss the matter with his or her immediate supervisor. If within thirty (30) calendar days following notification of the assigned retention rating the employee elects to appeal the rating, and discussion with the immediate supervisor has not resolved the employee's concern, certain ratings may be appealed for further review as provided below:

8.2(b)(5)(a) The assigned retention rating represents a one or more position drop from the previous assigned rating, and it is substantiated that the drop is not due to the effect of workforce reduction and/or consolidation of retention index groups.

8.2(b)(5)(b) The employee has remained in the same job classification and been assigned a retention rating of R3 during four (4) or more consecutive retention reviews.

8.2(b)(5)(c) The employee so affected will address his or her concerns in writing to the Union setting forth the basis for such appeal.

8.2(b)(5)(d) If the Union believes the employee's appeal warrants further review, the Union will notify the Company designee of the applicable Organization within ten (10) workdays of receipt of the employee's appeal.

8.2(b)(5)(e) Within ten (10) workdays following such notice, the appropriate Human Resources Representative and a Union Representative will meet to resolve the appeal. Pertinent information may be obtained from the employee, the immediate supervisor, and/or other appropriate management for this meeting. The employee may participate in the meeting.

8.2(b)(5)(f) The parties identified in Section 8.2(b) (5)(e), above, will resolve the appeal by majority decision at the meeting or within five (5) workdays thereafter. In the event the Union considers the decision to be inappropriate to the facts of the case, the Union may advance its appeal to the General Manager. Resolution by majority decision or

1 by decision of the General Manager will be final and binding and will
2 conclude the appeal process.

3
4 **8.2(b)(5)(g)** If the result of an appeal over a two- position drop in
5 retention level is in favor of the employee, one of the following
6 options may be selected as determined by Company and Union
7 representatives:

- 8 - Restoration to the previous retention rating of R1, or
- 9 - Modification of the assigned retention rating to R2.

12 **8.2(c) Out-of-Sequence Retention Index.**

13
14
15 **8.2(c)(1)** The retention rating of an employee who is reclassified between
16 periodic retention index reviews will not change except as follows:

17
18 **8.2(c)(1)(a)** With a reduction in level within a job family, the employee
19 will automatically receive a retention rating of R1 until the next
20 retention index review.

21
22 **8.2(c)(1)(b)** With an increase in level within a job family, the employee
23 will automatically receive a retention rating of R3 until the next
24 retention index review.

25
26 **8.2(c)(2)** An employee who returns from leave of absence between
27 periodic retention index reviews shall retain the same retention rating as
28 before the leave of absence until the next retention exercise.

29
30 **8.2(c)(3)** An individual who is hired into the bargaining unit or returns
31 from layoff between periodic retention index reviews shall automatically
32 be assigned retention rating R3 until the next retention exercise.

33
34 **8.2(c)(4)** The out-of-sequence retention rating assigned under the
35 provisions of Section 8.2(c)(1) through Section 8.2(c)(3) will be reaffirmed
36 or superseded by the retention rating assigned during the next periodic
37 retention index review.

38 **8.2(d) Redeployment Procedures.**

39 **8.2(d)(1) Application.**

40
41
42
43 When a workforce reduction is determined by management to be necessary,
44 management will follow the applicable provisions of Article 9 and designate
45 for layoff the required number of employees within such job classification(s)
46 beginning with the lowest retention index, except when the remaining em-
47 ployees do not have the requisite knowledge, customer relationships, certi-
48 fications, availability, or skills to perform the required work.

49
50 Employees designated for layoff who are in Level 2 or B and above shall
51 receive a downgrade offer as an option to layoff, if, within the Company,
52 there are lower level employees (regardless of retention index) within the
53 same job classification.

54
55 **8.2(d)(2)** Nothing in this Article is intended to preclude management from
56 using other actions, such as employee reclassifications, reassignments,

or combinations thereof, based on the employee's knowledge, skills, and abilities, which are not inconsistent with the terms and conditions set forth in this Agreement, in order to avoid or reduce the necessity to initiate or carry out workforce reductions.

8.2(d)(3) During periods of surplus activity, the Company may make available programs intended to mitigate the impact of layoffs. The Company will advise the Union of these programs and their availability.

Section 8.3 Layoff Status and Return to Active Employment.

8.3(a) Maintenance of Layoff Status.

8.3(a)(1) Each employee laid off under the provisions of this Article will remain on layoff status for a total period equal to their length of Company service up to a maximum of two (2) years from the date the layoff was effective, subject to Section 8.3(a)(2). Employees on the active payroll of the predecessor Company immediately prior to closing shall be credited with their length of service from the predecessor Company.

8.3(a)(2) An employee shall remain on layoff status in accordance with Section 8.3(a)(1), provided he or she does not:

8.3(a)(2)(a) Reject consideration for employment, for example, fail to respond to a Company contact, letter of interest, or formal offer from the Company of a job within ten (10) workdays after such contact by the Company or by such later date as may be stipulated by the Company, or

8.3(a)(2)(b) Refuse a formal offer from the Company for a full-time job within the bargaining unit for which the salary and level offered is equal to or greater than the employee's salary at the time of layoff.

8.3(a)(2)(c) Fail to report to work within ten (10) workdays following acceptance of a formal Company offer or on such later date as may be stipulated in the Company offer, or

8.3(a)(3) Employees removed from layoff status for any reason other than retirement or expiration of the two-year period following layoff will be notified in writing of such removal, and the reasons therefore, by the Company.

8.3(a)(4) Laid-off employees who are prevented from meeting the conditions described in Section 8.3 solely due to medical disability, verified to the Company's satisfaction by their personal physician, shall upon request be granted a waiver for the missed requirement(s).

8.3(b) Return to Active Employment.

8.3(b)(1) It is a mutual objective of the Company and the Union that laid-off employees who have not been determined ineligible under Section 8.3(b)(3), be recalled to active employment in approximate reverse order of layoff. Accordingly, employees on file for recall pursuant to Section 8.3(b)(3) will be offered return to active employment within the applicable job classification in reverse order of layoff, prior to workforce additions from sources external to the Company, subject to the following limitations:

1 **8.3(b)(1)(a)** Nothing will preclude the Company from hiring from
2 sources outside the Company when projected requirements exceed
3 the number of employees in applicable job classification(s) who are
4 eligible for an offer of recall.
5

6 **8.3(b)(1)(b)** In making recall and hiring decisions, the Company
7 will review the specific qualifications of individuals on the basis of
8 product familiarity, specialized experience or education, customer
9 requirements, and the need to achieve the most efficient and accurate
10 match of individual capabilities to job requirements.
11

12 **8.3(b)(2)** Within forty-five (45) days of layoff, the employee must file for
13 priority consideration for return to active employment. The Company
14 will maintain a list of the names of all eligible laid-off employees. In order
15 to maintain such recall status, the employee must keep the Company
16 informed of his or her interest in returning to active employment by
17 submitting a letter so stating. The employee must register by letter once
18 each consecutive calendar half-year period (January through June; July
19 through December) during the applicable recall period.
20

21 Registration letters must be received within forty-five (45) days prior to
22 the expiration of the current half-year period and contain the individual's
23 name, social security number, address, and telephone number. Individuals
24 who do not properly register in each calendar period will be removed
25 from the priority consideration eligibility list. Failure to register properly
26 will result in priority consideration being revoked for the remainder of the
27 individual employee's recall period. Eligible employees on file for return to
28 active employment are subject to the provisions of Section 8.3(a).
29

30 **8.3(c) Salary and Level of Returning Laid-Off Employees.**

31
32 Company offers to laid-off employees for return to active employment will
33 be extended at whatever salary and level is deemed by management to be
34 appropriate. Rejection of a formal Company offer for a position outside the
35 bargaining unit, or at a salary lower than the employee's salary at time of layoff,
36 or a level lower than the level from which laid off, or a part-time assignment,
37 will not be cause for removal from layoff status.
38

39 **8.3(d)** The Company will maintain a record of all laid off employees who are on
40 layoff status under the above provisions.
41

42 **Section 8.4 General Provisions.**

43 **8.4(a) Compensable Injuries.**

44
45 Any employee who has been wholly or partially incapacitated for that
46 employee's regular work by compensable injury or compensable occupational
47 disease while in the employ of the Company may, while so incapacitated, be
48 employed in work which the employee can do without regard to the provisions
49 of this Agreement. The Union shall be notified of persons to whom this waiver
50 applies and the effective dates of such waiver.
51
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56

8.4(b) Veterans.

The Company and the Union, recognizing that the reemployment rights of employees entering or inducted into the Armed Forces of the United States are the subject matter of legislation, agree that nothing contained in this Agreement will preclude the Company from reemploying such employees in compliance with provisions of applicable laws.

8.4(c) Layoff Benefits.

When an employee is laid off the below severance benefit will be paid in accordance with normal payroll rules, including pay cycle and applicable withholdings and taxes.

Full Years of Service From Most Recent Date of Hire		Layoff Benefit
At least 6 mos.	But less than 5 years	4 weeks Base Pay
At least 5 years	But less than 6 years	5 weeks Base Pay
At least 6 years	But less than 7 years	6 weeks Base Pay
At least 7 years	But less than 8 years	7 weeks Base Pay
At least 8 years	But less than 9 years	8 weeks Base Pay
At least 9 years	But less than 10 years	9 weeks Base Pay
At least 10 years	But less than 11 years	10 weeks Base Pay
At least 11 years	But less than 12 years	11 weeks Base Pay
12 years or more		12 weeks Base Pay

Section 8.5 Dispute Resolution.

Any dispute as to the Company's compliance with the processes and procedures in this Article shall be subject to Article 17, but end result decisions and outcomes shall not be so subject, provided the processes and procedures have been complied with.

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1 **ARTICLE 9 - CONTRACT PERSONNEL**

2
3 **Section 9.1 Purpose.**

4
5 The Company and the Union recognize that Contract personnel are a practical source
6 of skilled temporary labor that allows the Company to acquire skilled engineering
7 and technical support in a timely manner. The Company and Union recognize that
8 requirements for experienced Contract personnel must be balanced with the need
9 to build and maintain the Company's experience base and to support our mutual
10 objective of workforce stabilization by minimizing employee layoffs.

11
12 **Section 9.2 Definition.**

13
14 The term "Contract personnel" refers to temporary personnel provided by another
15 business entity to perform work on Company premises under the daily control and
16 supervision of Company management. The business entities that provide Contract
17 personnel normally are in the business of providing temporary services (such as
18 temporary employment agencies and staffing firms). Sources of contract personnel
19 may also include businesses in the aerospace or related fields that make their
20 employees available for temporary labor (so-called "industry assist" arrangements).
21 Excluded from the definition of Contract personnel are consultants and their
22 employees and employees of subcontractors or vendors.

23
24 **Section 9.3 Procedures and Limitations.**

25
26 **9.3(a)** Except where there is supporting documentation of performance
27 deficiencies, or except when bargaining unit employees do not have the
28 requisite skills and availability to perform the required work no employee shall be
29 involuntarily laid off while Contract personnel are still employed. Furthermore,
30 except in the above situations, no Contract personnel will be employed within a
31 given job classification while employees populate the active recall. The parties,
32 in layoff situations, will meet to discuss all issues in connection with layoffs,
33 and may agree on layoff rules and procedures to address the special facts and
34 circumstances in any particular layoff situation. The Company will utilize its best
35 efforts to maximize work for SPEEA- represented employees in all situations
36 involving contract personnel working at the Spokane facility.

37
38 **9.3(b)** The Company shall notify the Union of the basis for the need, the
39 approximate number of Contract personnel required and the job family
40 normally held by employees performing the type of work involved.

41
42 **9.3(c)** Contract personnel shall not be authorized to make decisions normally
43 associated with management responsibility including salary determination,
44 retention and discipline. Contract labor shall not normally be employed for
45 longer than 12 months. If contract labor is required beyond 12 months, the
46 Company will notify the Union and the contract will not be extended for an
47 unreasonable length of time.

48
49 **Section 9.4 Data.**

50
51 The Company shall supply the Union Staff Representative on a monthly basis
52 with data that displays the number of contract personnel utilized by job code and
53 Organization, so that compliance with all limitations identified in Section 9.3 can be
54 monitored. The data shall include names, work location, job title, group/organization
55 name, contract labor type codes, and start dates.

ARTICLE 10 – JOINT MEETINGS

Section 10.1 Communication.

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

10.1(a) The parties will work closely together in a cooperative relationship that extends from the shop floor to the top executive offices in order to solve problems quickly and effectively in a harmonious manner.

10.1(b) Both parties will work at improving communication skills in various ways. As a starting point the following commitments will be agreed to as positive means to add structured communication to the organization.

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

10.1(b)(2) A joint committee of Union and Management representatives will meet bimonthly to discuss day-to-day matters, which may include issues related to Contract personnel and to vendors/subcontractors.

10.1(c) In the interest of achieving a positive business operation, Union and Management representatives agree mutual responsibility “must” be shared for establishing a positive, productive work environment. To that degree, it is agreed that:

10.1(c)(1) A Senior Manager will be available at all times to intercede in matters of importance on the shop floor which require immediate attention. The parties especially recognize that any behavior that outwardly shows disrespect for individuals will not be tolerated by Union or Management personnel and must be dealt with immediately.

Section 10.2 Lean Manufacturing.

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 reconfiguration of an existing product, the manpower and skills requirements 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 support, 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.

- 1 • Create a structure of teams to utilize workers' ideas.
- 2
- 3 • Be open to new ideas from teams.
- 4
- 5 • Provide workers with training required to improving technologies
- 6 and strategies.
- 7
- 8 • Support teams as partners in improvements.
- 9
- 10 • Encourage a culture that permits change and experimentation
- 11 to improve our processes.
- 12

13 In all these matters we recognize mutual support reflects mutual success. These
14 commitments have been developed to enhance the collective bargaining procedure,
15 not to replace it and will not supersede other articles of this agreement. Bargaining
16 unit work boundaries will be respected and maintained.

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ARTICLE 11 – WORK SCHEDULES

Section 11.1 Workweek.

The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days of rest (Saturday and Sunday). The Company may, after concurrence from the Union, schedule employees to work a non-standard work schedule consisting of shifts of longer duration, workweeks of less than five (5) full consecutive days, or non-consecutive days off, for a total workweek of forty (40) hours. The Union shall not unreasonably deny concurrence.

Section 11.2 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 11.3 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 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 9:30am.; second shift - between 1:30 P.M. and 6:00 P.M.; third shift-between 9:00pm. 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. Employees may, at their request and with management's approval, make a temporary modification of their work schedule through movement of hours from one day to another within a 40-hour workweek.

11.3(a) Report Time.

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

Section 11.4 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, employees who have a shift preference on file shall be given preference over employees who have

1 not filed a shift preference, and are assigned to the same job classification and
2 shift, returning non-bargaining unit employees, new hires, recalls from layoff, and
3 promotional candidates for placement in openings in their job classification and
4 organization. Shift preferences must be filed more than three (3) working days prior
5 to an organization effecting a shift change or declaring a job opening by submission
6 of a dated open requisition. If an employee does not file a shift preference, it shall be
7 assumed that he is on his preferred shift. If an employee does file a shift preference,
8 it shall be assumed that it is his or her shift preference, and the Company shall have
9 the right to act on it. Under no circumstances will the provisions of this Section
10 11.4 be construed to enable an employee, at his instance and request, to displace
11 another employee from his job and shift.
12

13 **11.4(a)** As stated, shift preferences as defined will not apply in instances where
14 the exercise of such rights would affect the efficiency of Company operations
15 in any organization on any shift. When such instances arise, it shall be the
16 responsibility of the Company to prepare an exception request. Exception
17 requests shall be discussed with the Union prior to submittal for final approval.
18

19 **11.4(a)(1)** When staffing a new shift, the Company will staff and de-staff
20 shifts in the following manner:
21

- 22 1) In accordance with Shift Preferences on file.
- 23 2) Volunteers
- 24 3) Management directed assignments*
- 25
- 26
- 27

28 *Absent a sufficient number of qualified volunteers, management
29 and SPEEA shall convene within 30 days of such assignments to
30 discuss options to involuntary assignments:
31

32 **Section 11.5 Pay Rates.**

33

34 **11.5(a)** For payroll computation purposes, hourly rates of pay will be comput-
35 ed on the basis of 2080 compensable hours each calendar year.
36

37 **11.5(b) Rate Ranges**

38

39 **11.5(b)(1)** The rate ranges for Professional Employees on the payroll as of
40 September 22, 2020 are set forth in Table I below.
41

42 Professional Exempt	43 Minimum	44 Midpoint	45 Maximum
46 Design Engineer I	\$45,807	\$56,431	\$77,014.48
47 Design Engineer II	\$56,208	\$69,432	\$94,757.32
48 Design Engineer III	\$64,063	\$79,252	\$108,159.17
49 Materials Qualification Eng I	\$45,807	\$56,431	\$77,014.48
50 Materials Qualification Eng II	\$56,208	\$69,432	\$94,757.32
51 Materials Qualification Eng III	\$64,063	\$79,252	\$108,159.17
52 Process Engineer I	\$44,774	\$55,141	\$75,254.50
53 Process Engineer II	\$53,562	\$66,126	\$90,244.91

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55
56

Process Engineer III	\$57,579	\$71,147	\$97,098.14
Stress Engineer I	\$48,699	\$68,462	\$93,434.06
Stress Engineer II	\$51,970	\$75,387	\$102,884.68
Stress Engineer III	\$56,555	\$85,987	\$117,351.03
R&D Engineer I	\$48,699	\$68,462	\$93,434.06
R&D Engineer II	\$51,970	\$75,387	\$102,884.68
R&D Engineer III	\$56,555	\$85,987	\$117,351.03

On a biannual basis (every two years), the Company will review with the Union any salary range adjustments the Company determines are necessary to remain competitive.

11.5(b)(2) The rate ranges for Technical Employees are set forth in Table 2 below.

Technical - Non-Exempt	Minimum	Midpoint	Maximum
Design Tech. I	\$46,022	\$52,142	\$71,161.34
Design Tech. II	\$51,326	\$63,362	\$86,473.84
Design Tech. III	\$57,854	\$71,522	\$97,610.20
Equipment Test Analyst I	\$34,190	\$41,942	\$57,240.89
Equipment Test Analyst II	\$35,822	\$43,982	\$60,024.98
Equipment Test Analyst III	\$37,128	\$45,614	\$62,252.25
Mfg. Planner I	\$41,363	\$50,908	\$69,476.69
Mfg. Planner II	\$43,085	\$53,060	\$72,414.73
Mfg. Planner III	\$46,277	\$57,051	\$77,859.53
NC Programmer I	\$41,363	\$50,908	\$69,476.69
NC Programmer II	\$43,085	\$53,060	\$72,414.73
NC Programmer III	\$46,277	\$57,051	\$77,859.53
NC QA Planner I	\$41,363	\$50,908	\$69,476.69
NC QA Planner II	\$43,085	\$53,060	\$72,414.73
NC QA Planner III	\$46,277	\$57,051	\$77,859.53
Process Technician I	\$41,400	\$50,953	\$69,537.83
Process Technician II	\$48,919	\$60,353	\$82,367.58
Process Technician III	\$52,020	\$64,229	\$87,657.35
QA Investigator I	\$41,363	\$50,908	\$69,476.69
QA Investigator II	\$43,085	\$53,060	\$72,414.73
QA Investigator III	\$46,277	\$57,051	\$77,859.53
Tool Design I	\$37,545	\$46,136	\$62,964.11

1	Tool Design II	\$41,363	\$53,060	\$72,414.73
2				
3	Tool Design III	\$43,085	\$57,051	\$77,859.53
4				
5	Non-Destructive Testing Tech I	\$41,400	\$50,953	\$69,537.83
6	Non-Destructive Testing Tech II	\$48,919	\$60,353	\$82,367.58
7				
8	Non-Destructive Testing Tech III	\$52,020	\$64,229	\$87,657.35
9				
10	Technical Writer I	\$34,655	\$46,206	\$63,060.18
11	Technical Writer II	\$36,905	\$49,206	\$67,236.32
12				
13	Technical Writer III	\$39,155	\$52,206	\$71,412.45

14 On a biannual basis (every two years), the Company will review with
15 the Union any salary range adjustments the Company determines are
16 necessary to remain competitive.

17
18 **11.5(b)(3)** The Company in its sole discretion may increase the salaries
19 shown in Tables I and II.

20
21 **11.5(b)(4) Lump Sum Bonus.**

22
23 Employees on the active payroll as of the date of ratification of the instant
24 agreement shall be paid a lump sum of fifteen hundred dollars (\$1,500.00)
25 payable no later than the second full pay period after ratification.
26

27
28 **Section 11.6 Shift Differentials.**

29 An employee assigned to the second or third shift shall receive a shift rate differential
30 of eighty-five (85) cents per hour which shall be added to his or her base rate and
31 made a part thereof.
32

33
34 **Section 11.7 Jury Duty and Witness Service.**

35 An employee absent from work due to (1) required jury duty (including grand jury
36 duty), (2) to testify as a witness for the Company, (3) to respond to a subpoena to
37 appear as a witness in any legal proceeding, (4) to appear at an arbitration resulting
38 from the referral, by a court, for a lawsuit that has been filed with the court (excluding
39 arbitration pursuant to a Collective Bargaining Agreement or other contractual
40 provisions) or (5) to respond to a subpoena to appear for a deposition will be paid for
41 such lost hours at his or her current straight time rate, up to a maximum of normally-
42 scheduled hours per day, for each regular work day of required jury or witness duty.
43 Employees will be excused from their scheduled shift for each day they serve if they
44 miss four (4) hours of their shift for such duty. In addition, an employee will not be
45 required to report to work prior to jury duty, but shall report back to work if released
46 from jury duty before noon. Second and third shift employees summoned to jury
47 or witness duty will be temporarily assigned to first shift on a weekly basis during
48 the time required to serve. Fees received for jury or witness duty may be deducted
49 from such pay. To be eligible for time off with pay, the employee must furnish a copy
50 of this summons or subpoena to management, before the appearance, to indicate
51 that the absence from work is necessary to appear for jury duty or to serve as a
52 witness. In addition, management may require verification of such appearance. An
53 employee is not entitled to pay under this Section 11.7(a) in circumstances where
54 the employee (1) is called as a witness against the Company or its interests; or (2) is
55 called as a witness on his or her own behalf in an action in which he or she is a party;
56 or (3) voluntarily seeks to testify as a witness; or (4) is a witness in a case arising

from or related to his or her 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.

Section 11.8 Overtime For Non-Exempt Employees.

11.8(a) The Company will attempt to meet its overtime requirements on a voluntary basis among the employees. In the event there are insufficient volunteers to meet the requirements, management may designate and require the necessary number of employees to work the overtime.

11.8(b) For time worked in excess of forty (40) compensated hours in a workweek, other than the 2nd day of rest, an employee shall be paid one and one-half times his or her base rate. All time worked on the second day of rest will be paid at double his or her base rate after forty (40) compensated hours in that work week, provided that at least eight (8) hours were worked on the first day of rest. All overtime worked in excess of ten (10) hours in a work day will be paid at double his or her base rate.

11.8(c) No non-exempt employee shall be required to work overtime shifts as defined in Section 11.8 more than two (2) consecutive weekends; more than two (2) weekends in a calendar month; or more than thirty-two (32) hours total in a calendar month. Any non-exempt employee working more than one hundred twenty-eight (128) hours in a calendar quarter shall be paid double time for hours one hundred twenty-nine (129) and above.

Section 11.9 Overtime for Exempt Employees.

11.9(a) The hourly rate to be paid for scheduled overtime worked by employees will be straight time plus \$6.50 per hour.

11.9(b) The term “scheduled overtime” as used in this paragraph will refer to a program of work in excess of eighty (80) compensated hours in a two-week pay period authorized as scheduled overtime by the Company to meet increased workload.

11.9(c) The provisions of 11.9 will not be applicable to the following:

11.9(c)(1) Time en route on travel assignments at the request of the Company. However, when travel impacts a weekend, employees will be allowed to flex their schedule.

11.9(c)(2) All hours worked in excess of the scheduled hours which are not requested by the Company.

Section 11.10 Labor Charging System.

Except as expressly provided in this Agreement, the Company shall have the right to require employees to record time worked (however categorized) and to administer the overtime and all other aspects of its labor charging system in the manner the Company may determine from time-to-time.

Section 11.11 Classifications.

When, pursuant to the provisions of Article 1, the Company classifies an individual in one of the Engineer classifications listed in Attachment B, it will give consideration to

1 the nature of the work involved and the qualifications of such individual. Inclusion
2 in these classifications shall be limited to those employees who, in the performance
3 of their assigned work, regularly apply engineering disciplines to the research,
4 design, development, test and evaluation of Company products or processes, and
5 who satisfy the definition of "professional employee" as stated in Section 2(12) of
6 the National Labor Relations Act as set forth below:
7

8 "(a) any employee engaged in work (i) predominately intellectual and varied
9 in character as opposed to routine mental, manual, mechanical, or physical
10 work; (ii) involving the consistent exercise of discretion and judgment in its
11 performance; (iii) of such a character that the output produced or the result
12 accomplished cannot be standardized in relation to a given period of time;
13 (iv) requiring knowledge of an advanced type in a field of science or learning
14 customarily acquired by a prolonged course of specialized intellectual
15 instruction and study in an institution of higher learning or a hospital, as
16 distinguished from a general academic education or from an apprenticeship
17 or from training in the performance of routine mental, manual, or physical
18 processes; or (b) any employee, who (i) has completed the courses of specialized
19 intellectual instruction and study described in clause (iv) of paragraph (a) and
20 (ii) is performing related work under the supervision of a professional person to
21 qualify himself to become a professional employee as defined in paragraph (a)."
22

23 **Section 11.12 Gain Sharing.**
24

25 The Company will maintain a productivity-based incentive plan for bargaining unit
26 employees during the life of this Agreement. This Gain Sharing Program is designed
27 to motivate employees to meet or exceed Company goals, which will be established
28 solely by management. Changes in the gain sharing formula, criteria, or structure
29 shall be made at Company discretion after consultation with the Gain Sharing
30 Committee and Contract Administrator.
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ARTICLE 12 – UNION AND COMPANY RELATIONS

Section 12.1 Union Officials.

12.1(a) The Union shall inform the Company in writing of the names and positions of its officials currently and any changes thereto. Only persons so designated to the Company will be accredited as representatives of the Union. Accreditation shall be effective on the third day following the Company's receipt of the notification.

12.1(b) Solicitation of Union membership, collection or checking of dues, or reading of Union newsletters or publications will not be permitted during working time. Distribution of Union newsletter or publication will not be made during working time or in work areas. The Company agrees not to discriminate in any way against any employee for legitimate Union activity, but such activity shall not be carried on during working time except as specifically provided for in this Agreement.

12.1(c) Executive Board Members or Elected Officials, Council Representatives, Negotiating Team members or bargaining unit members, before leaving their assigned work on Union business, shall present authorization from the Union and shall notify their manager. For Union business outside of the plant, the Union shall provide the Human Resources Manager with at least one (1) day prior notice of such leave and permission may be withheld if such leave interferes with the Company's operations. All unworked time shall be charged to a special charge account number and the Union agrees to reimburse the Company at the employee's regular base rate and fringe benefit rate for all time so spent.

12.1(d) Grievance and Contract Administration.

12.1(d)(1) The Union shall investigate and adjust grievances and perform contract administration exclusively through Council Representatives, who shall be employees, and Union Staff Representatives.

12.1(d)(2) Council Representatives shall notify and obtain permission from their manager before leaving the work assignment for the purpose of investigating complaints or claims of grievance on the part of employees in their work area. Such permission shall be granted except where the manager considers such absence would interfere with the performance of the group of which the representative is a part. Time spent on such approved investigations and discussions shall be considered work time provided such activity does not extend beyond the time that the manager considers reasonable under the circumstances. All Council Representatives in the conduct of their investigations, and before contacting an employee, shall obtain permission of the manager of such employee and advise the manager of the estimated time required for the discussion. Such permission shall be granted except where the visit would interfere with the work of the group. Except as provided in Sections 12.1(d) and 10.1(b), all time lost from work due to Union business shall be handled in accordance with Sections 12.1(c) or 12.1(e).

12.1(d)(3) Access by Union Staff Representatives shall be governed by Section 12.2 below.

12.1(e) Union Requested Leave of Absence. Leave of absence without pay and Company provided benefits shall be granted for the following reasons:

1 **12.1(e)(1)** Full-time employment by the Union or its national organization.

2
3 **12.1(e)(2)** Union business authorized by the Executive Board or Executive
4 Director. If such leaves of absence do not exceed thirty (30) days, the
5 employee shall retain full rights and privileges enjoyed prior to the leave.
6 In the case of leaves granted under Section 12.1(e)(1) which exceed thirty
7 (30) calendar days, the Company will reinstate such individual at not less
8 than the employee's former rate range or salary plus any general salary
9 increases which occurred during the period of the leave of absence.

10
11 **12.1(f)** The Company and the Union recognize that each individual within the
12 bargaining unit has a full-time work assignment for the Company and, if Union
13 business impairs such work assignment, the Company and Union agree to
14 make arrangements to prevent such impairment in the future.

15
16 **12.1(g) Council Representatives.**

17
18 **12.1(g)(1)** The Union may designate one (1) Council Representative for
19 each fifty (50) employees, or major fraction thereof, up to a maximum of
20 three (3) Council Representatives in the bargaining unit. The Company and
21 the Union may, however, by mutual agreement, establish more Council
22 Representatives.

23
24 **12.1(g)(2)** In the absence of a Council Representative for any reason, the
25 Union may designate a temporary substitute in writing.

26
27 **12.1(h) Protection of Union Officials.**

28
29 **12.1(h)(1)** Council Representatives shall not be laid off during their term
30 of office provided that:

31
32 **12.1(h)(1)(a)** The Council Representative shall be able to perform the
33 available work.

34
35 **12.1(h)(1)(b)** Other employees then represented by the Council
36 Representative remain in the same job classification.

37
38 **12.1(h)(1)(c)** The Union will not pursue a grievance alleging
39 noncontractual or improper layoff by an employee laid off instead of
40 the Council Representative.

41
42 **12.1(h)(2)** The Negotiating Team members, not to exceed four (4) in
43 number, shall not be laid off within the three (3) months immediately
44 preceding the expiration date of this Agreement.

45
46 **Section 12.2 Union Staff Representatives - Access to Plants.**

47
48 Union Staff Representatives not employed by the Company will be permitted
49 access during working hours to areas in the Company's facilities where employees
50 in the bargaining units defined in Article 1 are assigned, to the extent government
51 and customer regulations permit. Such access shall be only for the purpose of
52 investigating complaints or claims of grievance on the part of employees or the
53 Union and shall be subject to the following:

54
55 **12.2(a)** The Company shall be required to admit only those Staff Representatives
56 who have been agreed to in writing or as may be agreed to by the Company

throughout the remainder of this Agreement. Staff Representatives shall notify the Human Resources Manager of their contemplated visits.

12.2(b) Staff Representatives who are entitled to admittance to the Company's facilities shall sign in where required through the Company designated organization at the plant or facility they desire to enter. Upon being admitted, they shall proceed to the organization they wish to visit, contact the manager then present, state the purpose of their visit and obtain permission prior to contacting any employee in such organization. Such permission will be granted except where there is a reason for delaying the contact due to safety conditions or the fact that an operation is in process. Upon leaving the plant or facility they shall sign out where required and return any temporary identification badges which were issued for the purpose of the specific visit.

12.2(c) Staff Representatives who fail to comply with provisions of Section 12.2 shall forfeit their admittance rights.

Section 12.3 Union Staff Representative, Executive Board Member or Council Representatives – Investigatory Interviews.

Each employee has the right, during an investigatory interview which the employee reasonably believes may result in discipline, to request the presence of the designated Union Staff Representative or Council Representative, if the Union Staff Representative or Council Representative is available. If that Union Staff Representative or Council Representative is not available, such employee may request the presence of another immediately available Council Representative.

Section 12.4 Bulletin Boards.

The Company agrees to provide at least one bulletin board, in a location agreed upon by both the Company and the Union, for the purpose of notifying employees of matters pertaining to Union business. The Union will have the responsibility to properly maintain all Union bulletin boards. All notices shall be posted with a seal and signed by a representative of the Union who is authorized by the Union to approve notices. The Company shall be informed in writing of the Union's designated authority.

Section 12.5 Contract Printing Costs Sharing.

In the spirit of labor-management cooperation, the parties will equally share the costs of printing labor agreements.

1 **ARTICLE 13 – UNION SECURITY**

2
3 **Section 13.1 Union Membership.**

4
5 Subject to Section 13.2 below, and unless otherwise prohibited by applicable
6 state law, all employees within the bargaining units defined in Section 1.1 shall
7 pay dues or an agency fee to the Union within 31 days following the beginning
8 of such employment, or within 31 days following the execution of this Agreement,
9 whichever is later, and shall thereafter maintain their dues or agency fee paying
10 status in good standing during the life of this Agreement, as a condition of continued
11 employment.

12
13 **Section 13.2 Satisfaction of Obligation.**

14
15 Employees who, under Section 13.1, are required to pay dues or an agency fee to
16 the Union may satisfy that obligation by periodically, but not less than quarterly,
17 tendering to the Union an amount equal to the Union's regular and usual monthly
18 dues. Employees who demonstrate sincere religious objection to the payment
19 of such dues or an agency fee may satisfy their obligations under Section 13.1
20 by paying sums equal to the Union's regular and monthly dues to a tax-exempt
21 nonreligious, non-labor charitable organization.

22
23 **Section 13.3 Failure to Satisfy Obligations.**

24
25 In the event an employee who, as a condition of continued employment, is
26 required under this Article to pay dues or an agency fee to the Union but fails to
27 do so, the Union will notify the Company in writing through the Company Offices
28 Union Relations Office, or through such other office as may be designated by the
29 Company, of such employee's delinquency. The Company agrees to advise such
30 employee that his/her employment status with the Company is in jeopardy and that
31 his/her failure to meet this obligation under this Article within five days will result in
32 the termination of his/her employment.

33
34 **Section 13.4 Payroll Deduction for Union Dues.**

35
36 The Company shall make payroll deductions for the Union's regular and usual
37 monthly dues or agency fee, upon receipt by the office designated by the Company
38 of a voluntary written assignment from the employee covering such deductions
39 on a form mutually agreed to by the Union and the Company. The list of such
40 deductions will be itemized to include each such employee's permanent employee
41 number, name, and amount of deduction, and such itemization will be forwarded
42 to the Union. The regular and usual monthly dues shall either be in amounts that
43 are specified on such assignments, or pursuant to a written formula, submitted
44 by the Union to the Company which, in either case, the Company has approved
45 in writing in advance as being administratively practicable. The Company agrees
46 to make monthly payroll deductions for Union dues for those employees on travel
47 assignment scheduled to be ninety (90) days or less who have a valid authorization
48 card on file, regardless of the employee's payroll classification while on such
49 assignment.

50
51 **Section 13.5 Indemnity and Waiver of Claims.**

52
53 The Union will indemnify and hold the Company harmless from and against any and
54 all claims, demands, charges, complaints or suits instituted against the Company
55 which are based on or arise out of any action taken by the Company in accordance
56 with or arising out of the foregoing provisions of this Article 13. Both the Company

and the Union will utilize due diligence in administering and reviewing, respectively, the dues deduction system. In the event the Union discovers administrative errors in the Company's administration of the system, the Union will give the Company prompt and timely notice of same, whereupon the Company will endeavor to make reasonable administrative corrections consistent with applicable state and federal law. Respecting Company administration of the system, the Union expressly waives as against the Company any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of good faith action taken or not taken by the Company for purposes of complying with this Article.

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ARTICLE 14 – STRIKES AND LOCKOUTS

Section 14.1 Strikes and Lockouts.

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

ARTICLE 15 – GROUP BENEFIT

Section 15.1 Type of Group Benefits Program for Employees on the Active Payroll.

Effective January 1, 2017, the Company will provide life insurance benefits, accidental death and dismemberment benefits, weekly disability benefits, medical benefits and dental benefits for eligible employees and medical benefits and dental benefits for covered dependents of eligible employees as summarized in the document entitled Attachment A. The Company reserves the right to change or modify the benefits listed on Attachment A, so long as the benefits provided are similar to those listed in Attachment A.

Section 15.2 Cost of the Group Benefits Program for Employees on the Active Payroll.

15.2(a) Life Insurance and Disability Benefits. The Company will pay the full cost of the Life Insurance, Accidental Death and Dismemberment, and Weekly Disability Plans for eligible employees.

15.2(a)(1) The Life Insurance Benefit is two (2) times the annual base wage, including shift differential if applicable but excluding overtime hours, to a maximum benefit of \$150,000.00.

15.2(a)(2) Weekly disability benefit is seventy percent (70%) of weekly base wage, including shift differential if applicable, for weeks 2 through 13 and sixty percent (60%) for weeks 14 through 26.

15.2(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 obligation 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

	Employee Per Pay
Employee	\$41.92
Employee + 1 (one)	\$89.91
Family	\$149.87

2020 Dental Premiums

	Employee Per Pay
Employee	\$2.64
Employee + 1 (one)	\$6.09
Family	\$10.97

1 **Section 15.3 Administration.**

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

14
15 **Section 15.4 Copies of Policies to be Furnished to Union.**

16
17 Copies of the policies, contracts, and administrative agreements executed pursuant
18 to this Article shall be furnished to the Union and the coverages and benefits
19 indicated in the Group Benefits Program, the rights of eligible employees in respect
20 of such coverages, and the settlement of all claims arising out of such coverages shall
21 be in accordance with the provisions, terms and rules set forth in such contracts.
22

23 **Section 15.5 Federal or State Programs.**

24
25 If during the term of this Agreement there is mandated by federal or state
26 government a program that affords to employees covered by this Agreement
27 similar benefits (such as but not limited to medical benefits and dental benefits)
28 to those that are afforded by this Agreement, benefits afforded by this Agreement
29 will be replaced by such federal or state program. The Company will comply with
30 the provisions for the furnishing of such program to the extent required by law. No
31 question or issue regarding the level of benefits under the state or federal program
32 shall be subject to the grievance procedure or arbitration provisions of Article 17 of
33 this Agreement.

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35 **Section 15.6 Quality Health Care Commitment.**

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37 The Company and the Union will meet at least annually to assess health care costs
38 and quality.
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ARTICLE 16 – RETIREMENT PLAN

Section 16.1 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.

1. To be eligible, an employee must have a minimum of ninety (90) days of service.
2. The current Administrator and Custodian of Funds is the Vanguard Group, and the Company reserves the right to change custodians.
3. All participants are one-hundred percent (100%) vested in their account balance at all times.
4. 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.
5. Account balances are distributed to employees upon death or termination of employment. This distribution is normally made, within sixty (60) calendar days following the end of the calendar quarter in which death or termination of employment occurs, in a lump sum.
6. Employees who meet certain criteria may apply for a hardship withdrawal of any employee contributions.

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

7. Company contributions:

The Company will provide a 50% match on the first 6% of employee contribution for the duration of this Agreement.

If the Triumph Group 401(k) match increases, SPEEA member can also take advantage of the increase. However, if the Triumph Group 401(k) match decreases below 50% match on the first 6% contribution, SPEEA members will be reduced to the 50% match up to 6% contribution.

- a. Both the employee and the employer contributions are remitted by the Company to the custodian on a monthly basis.
- b. Net investment earnings are credited daily to each participant's fund.
- c. Participants will receive reports on a quarterly basis as to the balance in their accounts and employee contributions made, if any.
- d. Loan feature is available for withdrawal of employee contributions. Processing fees for loans are paid by employee.
- e. Plan has internet access for participants.

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- f. A per employee fee, as determined by the Custodian, at \$23/year in 2003, will be deducted quarterly from the employee's account. This fee is negotiated annually with the Custodian and any increases are borne by the employee.

ARTICLE 17 – GRIEVANCE PROCEDURE AND ARBITRATION

Section 17.1 Should differences arise between the Company and its employees (either individually or collectively) as to the meaning and application of the provisions of this Agreement or should differences arise about matters not specifically mentioned in this Agreement having to do with wages, hours, or conditions of employment, an earnest effort shall be made to settle any such differences at the earliest possible time by use of the following procedure:

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

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

STEP 3: If the grievance is not satisfactorily settled, the Union may move the grievance to Step 3 within ten (10) days of receipt of the Company's written Step 2 answer. The HR Director or his designee agrees to meet with the Union Contract Administrator and Council Representative for the purpose of resolving any outstanding grievances. The employee may be present at this meeting. The Company will provide a written response to the Union within five (5) days of the Step 3 meeting.

STEP 4: Grievances not satisfactorily settled in Step 3 may be appealed to an impartial arbitrator. If the Union or the Company desires to arbitrate a grievance, they shall notify the other party in writing to that effect within thirty (30) calendar days following receipt of the Company's written Step 3 response. The parties will attempt to agree on an arbitrator. If the parties cannot agree upon an arbitrator, the grieving party will request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike names from the list until one (1) name remains; this shall be the arbitrator to hear the grievance. The parties will flip a coin to determine who strikes first. The decision of the arbitrator shall be final and binding on both parties to this Agreement. Each party shall bear the expense of its own presentation. The arbitrator shall be paid equally between the Company and the Union. The arbitrator's authority shall be limited to those matters concerning interpretation of this Agreement. In the event an employee shall be suspended or discharged from employment for any reason, such discharge shall constitute a grievance matter to be handled in accordance with the procedure set forth herein, including arbitration. The time limitations set forth herein for presenting and deciding grievances may be extended by mutual consent of the parties; except that the Company agrees that in matters of discharge the Union shall, upon

1 request, be granted an extension of time not to exceed five (5) working days
2 in which to present discharge grievance. A grievance concerning a suspension
3 or discharge may begin at Step 2 of the grievance procedure and must be filed
4 within ten (10) working days of the suspension or termination.
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ARTICLE 18 – SEPARABILITY

Section 18.1 Separability.

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree by a court of competent jurisdiction, such invalidation of any such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

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1 **ARTICLE 19 – JOB CLASSIFICATIONS**

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3 **Section 19.1 Authorized Job Classifications.**

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5 Each job classification listed in Attachment B shall, for the period of this Agreement,
6 remain in effect, subject to revisions as provided in Section 19.3, unless made
7 inactive by mutual agreement of the Union and the Company.
8

9 **Section 19.2 Application and Intent of Job Classifications.**

10
11 **19.2(a)** Job classifications provide a broad description of the tasks for a given
12 job. Level descriptions identify various levels of responsibility and skill within the
13 job classification. During the life of this Agreement, the Company shall have sole
14 responsibility for making work assignments. The Union, however, may challenge
15 the classification rate of any employee covered by this Agreement based on
16 the contention that the work assigned by the Company differs from the job
17 description to the extent and in such a manner so as to require assigning the
18 employee to an existing or new job that would be in a higher classification rate
19 after applying the guide-lines of this Article. Disputes based on such contention
20 may be appealed by the Union to the Senior Manager of the Organization.
21

22 **19.2(b)** An employee may perform some of the work of a higher level and/ or
23 some of the work of a lower level in the performance of the work assignment. It
24 is not anticipated that any employee will perform all the duties set forth in the
25 job description. Any work assignment may include:
26

27 **19.2(b)(1)** Teaching, instructing, leading or providing assistance to others.

28 **19.2(b)(2)** The use of equipment to facilitate the work assignment.

29 **19.2(b)(3)** The submission of completed work or any portion thereof for
30 checking or approval.

31 **19.2(b)(4)** The reporting of any work impairment such as errors in materials,
32 processes, equipment, etc.
33

34 **Section 19.3 New or Revised Job Classification and Levels.**

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36
37 If, after the effective date of this Agreement, the Company or the Union determines
38 that no existing job classification or level appropriately covers a new or reorganized
39 work assignment, either party may initiate a request for evaluation and review. The
40 Union, with the assistance of one (1) employee from the affected job classification, will
41 participate as a voting member on the Company's team in the identification, evaluation,
42 and review of all proposed changes to job classification and levels for classifications
43 listed in Attachment B. The Company's team shall include one human resources official,
44 the applicable company director, and one Union official, each of whom may receive
45 input from other interested parties. The Company will implement changes by (1)
46 revising or deleting an existing job classification or level; or by (2) developing a new job
47 classification, with supporting descriptions, which will be incorporated into Attachment
48 B through the issuance of an installation memo; or (3) the Company will establish a
49 Temporary Job Classification in accordance with Section 19.3(a).
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53 **19.3(a) Temporary Job Classification or Level.**

54
55 A temporary job classification or level may be established by the Company for new
56 or revised work for which no current job classification or level is applicable and

which requires a period of time to stabilize job duties. This period will not exceed ninety (90) days unless extended by mutual agreement. The Union will be notified of the effective date and approximate duration. Employees will be assigned to such new work at not less than their current levels until the job classification and level is made permanent. If the temporary job classification or level is made permanent at a higher level than the levels of the assigned employees, these employees will be paid within the range of the higher level for the time assigned to the work covered by the permanent job classification or level. Effective upon and after the Company's determination that a temporary job classification and/or level has become permanent, the provisions of Section 19.4 shall apply.

Section 19.4 Individual Employee Job Classification.

19.4(a) It is a mutual objective of the Union and the Company that the job classification of each employee be an accurate and timely reflection of the work assigned; however, the Company shall retain the exclusive right to reassign employees as necessary to meet work requirements, and employees shall comply with such reassignments notwithstanding the employees' job classifications of record at the time. If the Company determines, by reference to the applicable job classification and level, that an employee's level is higher than is appropriate for the work to which the employee is assigned, the Company may permit the employee to continue in the same assignment without reclassification for whatever period of time the Company elects; or the Company may add to the employee's current assignment or reassign the employee to other work for which the employee's level is appropriate; or, within the limitations stipulated in this Article 19, the Company may reclassify the employee to the level that the Company deems appropriate for the work assigned.

19.4(b) Because an employee may be assigned work at a level lower than the employee's current level without being reclassified to the lower level, the levels or work assignments of individuals other than the employee shall not be introduced or regarded as pertinent evidence for the purposes of a grievance, unless by mutual agreement of the parties.

19.4(c) Employees may be reclassified to a higher level irrespective of their assigned retention index.

19.4(d) Challenges Concerning Individual Employee's Job Classification or Level. An individual employee may request a review of his or her job classification or level based on the contention the work assigned by the Company differs from the job classification to the extent and in such a manner as to warrant reclassifying the employee to a different existing job classification or level. Employees will attempt to resolve these issues first by discussion with first line management. In the absence of a resolution mutually agreeable to both management and the employee, the following steps will be utilized in the review process:

19.4(d)(1) If the employee contends that a classification or level issue still exists, he or she along with his or her Union Representative will notify the Senior Manager to request a review.

19.4(d)(2) The Senior Manager will meet with the employee and the Union Representative to fully discuss the employee's issue in an effort to reach mutual resolution.

19.4(d)(3) If the employee and Union Representative do not agree with the Senior Manager decision, the General Manager, the appropriate Human

Resources Representative and the Union Representative will meet to resolve the matter by a majority decision. The employee may attend the meeting.

Section 19.5 Reclassification to a Lower Level.

The Company may alter employee work assignments or reassign employees to lower level work for which the Company deems they are qualified, and effect commensurate reclassification to lower level, either as required to comply with the layoff procedure described in Section 8.2 or to accomplish reorganizations of work deemed by the Company to be necessitated by changing business conditions.

19.5(a) Conditions Applicable to Reclassifications to Lower Levels

19.5(a)(1) No employee in Level 2 or B and above shall be reclassified to a lower level so long as there are in the same job classification any employees in a lower retention index.

19.5(a)(2) Within the same job classification, no employee shall in any one transaction be reclassified to a level lower than the next authorized level.

19.5(a)(3) Employees shall be permitted to elect layoff in lieu of reclassification to lower level. Employees rejecting reclassification to lower level will be subject to layoff effective two (2) calendar weeks from the date of the reclassification offer, irrespective of the layoff notice provisions of Section 8.2.

19.5(a)(4) All reclassification to lower level offers shall be stated in writing and then provided to the affected employee at least two (2) weeks prior to the effective date.

19.5(a)(5) Employees reclassified to a lower level while on the active payroll shall have priority rights to open positions as described in Section 8.1.

19.5(a)(6) The reclassified employee's work assignment shall be consistent with the applicable job classification and level.

19.5(a)(7) The Company will strive to minimize reclassifications to lower levels in the handling of workforce surpluses and employee reassignments, consistent with the provisions of Article 8; however, the determination of business conditions necessitating reclassifications to lower levels shall continue to be made exclusively by the Company, and shall not be subject to the grievance and arbitration procedure of Article 17.

19.5(b) Additional Condition Applicable to In-Place Reclassifications to Lower Levels Only.

19.5(b)(1) If an in-place reclassification to a lower level offer is made as a result of the removal of a portion of the assignment which previously justified the higher level, the employee and manager will define the revised assignment closing out the Performance Evaluation plan and initiating a new plan in conjunction with the reclassification offer.

19.5(c) Employee Preference for Reclassification to a Lower Level. The Company may, at its sole discretion, effect the reclassification to a lower level of any employee who expresses a preference for reclassification as an alternative to discharge for a documented record of unacceptable performance.

Section 19.6 Dispute Resolution.

Any dispute as to the Company's compliance with the processes and procedures in this Article shall be subject to Article 17, but end result decisions and outcomes shall not be so subject, provided the processes and procedures have been complied with.

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1 **ARTICLE 20 – HEALTH AND SAFETY**

2
3 **Section 20.1 Mutual Objective.**

4
5 The Union and Company recognize the value of working together to maintain
6 high standards of occupational health and safety throughout the Company. Both
7 parties commit to work together to create an environment that promotes a positive
8 approach to processes, attitudes and activities that bring about the changes
9 necessary to achieve a workplace free of incidents, accidents and injuries. It is
10 our intent that no employee shall be required to perform work that involves an
11 imminent danger to health or physical safety.

12
13 **20.1(a) Health and Safety in the Workplace.** The Union and the Company
14 are committed to working together to maintain a healthy and safe workplace.
15 Both parties agree that all employees should be actively involved in creating
16 a safe workplace and complying with all applicable safety and health policies
17 and procedures. Both parties recognize that good physical health and being
18 prepared to do physical work may reduce injuries. Together, the parties will
19 explore methods to promote health programs.

20
21 **Section 20.2 Health and Safety Focal Points.**

22
23 The Union and the Company will designate a health and safety focal point for the
24 facility. The Union will designate a Council Representative or appropriate delegate
25 as the Union's focal point. The Company will designate the appropriate site safety
26 manager, or his designee, as the Company's focal point. The focal points will be
27 the contact for occupational health and safety issues at the facility. In addition, the
28 Union focal point will represent the Union at health and safety regulatory agency
29 site reviews requiring Union participation, including walk-around inspections
30 and complaint investigations. All focal point assignments from the Union and the
31 Company shall change every two (2) years.

32
33 **Section 20.3 Use of Safety Devices.**

34
35 **20.3(a)** The Company will furnish proper, modern and sanitary safety devices
36 for all employees working on potentially hazardous work. It shall be mandatory
37 for all employees to use such devices when the Company determines that they
38 are necessary. The Company shall replace any Company approved employee
39 provided prescription safety glasses or approved safety shoes accidentally and
40 irreparably damaged while performing their job assignment if the employee's
41 own negligence or lack of care was not a primary factor.

42
43 **20.3(b)** The Union and the Company have a long-standing commitment to
44 individual employee safety and regulatory compliance. This commitment
45 extends to issues regarding personal protective equipment and safety
46 devices and the value of working together to create an injury-free workplace.
47 To further their commitment, the parties have agreed that the Company will
48 maintain a process that will provide employees up to \$75.00 per year towards
49 the purchase of approved safety shoes where such shoes are mandatory due
50 to regulatory compliance or Company directive.

51
52 **20.3(c)** Effective September 1, 2010, on employee request, the Company
53 will provide prescription safety glasses to employees. Once provided, no
54 additional prescription safety glasses will be provided for a twenty-four
55 (24) month period thereafter. The Company will contract with vendors either
56 outside the plant, or who are willing to visit the plant.

Section 20.4 Safety and Health Reporting Process.

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

Section 20.5 Requirement of Medical Examination.

In the interest of continued health and safety of individuals and their fellow employees, any applicant for employment, any employee returning from layoff or leave of absence, any employee requesting return from disability retirement or medical layoff, any employee with a medical recommendation, or any other active employee may be required by the Company to undergo a medical examination by a Health Care Provider of the Company's selection. Applicants and employees will be furnished a copy of the Health Care Provider's report and/or medical recommendation upon their request.

If an employee is found to be incapable of performing the work functions of the job title because of a medical recommendation, the Company will attempt to place such employee in available work that, in the opinion of the Company, he is medically capable of performing. In the event that reassignment to a lower level, denial of promotion, denial of return to active employment, involuntary separation from the payroll or other adverse action results from the Company's finding of medical disqualification, the Union may take such finding through the regular grievance channels; and such grievance, in order to be processed, (a) must be supported by medical testimony which is contradictory to the Company's findings and (b) must be filed by the Contract Administrator with the designated representative of the Company within seven (7) workdays after the date of such reassignment to a lower labor grade, such denial of promotion, such denial of return to active employment, such involuntary separation from the payroll or such other adverse action.

20.5(a) The Company will maintain emergency first aid services at their location unless such service is readily available from other sources.

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

Section 20.6 Medical Recommendations.

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

1 **20.6(b)** An employee who may need a new medical recommendation or the
2 removal of a current medical recommendation, shall have the responsibility
3 to report to the Company designated location and provide the following
4 information, as applicable:
5

6 **20.6(b)(1)** Upon the employee's return to work, the employee's community
7 Health Care Provider's statement including the date the employee is
8 released to return to work, and the employee's functional capabilities;
9

10 **20.6(b)(2)** To report for re-evaluation when the period of a time-limited
11 medical recommendation has elapsed, with a statement from the
12 employee's community Health Care Provider regarding the functional
13 capabilities if available;
14

15 **20.6(b)(3)** A statement by the employee's community Health Care
16 Provider pertaining to his medical condition, or change to such condition,
17 including a statement of the employee's functional capacities. If the
18 Company agrees that the medical condition of the employee warrants the
19 initiation, removal or modification of a medical recommendation, such
20 action will be taken. A medical recommendation placed in an employee's
21 folder will be removed when the medical recommendation expires, or is
22 discontinued by the Company.
23

24 **Section 20.7 Employees with Injuries or Illnesses.**

25
26 The parties agree to follow the Company's Return to Work Policy for employees who
27 are unable to perform any functions of their job because of injury or illness.
28

29 **Section 20.8 Employee Assistance.**

30
31 The parties will cooperate in expanding employee assistance programs in order to
32 promote the health and well-being of the workforce. These programs include the
33 following:
34

35 **20.8(a) Joint Company-Union Alcohol and Drug 36 Dependency Program.**

37
38 The parties recognize that drug and alcohol usage can adversely affect an
39 employee's job performance and the maintenance of a safe and productive
40 work environment and can undermine public trust and confidence in the
41 Company's products. Accordingly, they agree to cooperate in substance abuse
42 awareness and education.
43

44 **Section 20.9** The Company and the Union mutually recognize the necessity for the
45 Company's policy on drug and alcohol abuse.
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ARTICLE 21 – MISCELLANEOUS

Section 21.1 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 and vice versa.

Section 21.2 Technical/Professional References.

In construing and interpreting the language of this Agreement, references made to Professional, Engineer and Exempt employees are intended to refer to the same Union members. References made to Technical and Non-Exempt employees are intended to refer to the same Union members.

Section 21.3 Data Reports.

The Company and the Union will develop a list of employee data to be provided to the Union on a regular basis, subject to such revisions in the future as may be made by mutual agreement of the parties. Nothing herein is intended to waive any right the Union may have to receive additional data.

Section 21.4 Voluntary Layoffs.

The Company and the Union agree that, any provision in the parties’ Collective Bargaining Agreements to the contrary notwithstanding, an employee may request that he or she be voluntarily laid off. If the request is approved by management, the employee will be coded as a layoff and will be regarded for all Company purposes as a laid-off employee. The Union will be advised of all employees approved for voluntary layoff.

Section 21.5 Inventions.

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

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

Section 21.6 Frequent Flier Mileage.

The Company agrees that frequent flier mileage for business travel will be credited to personal employee accounts and may be applied toward personal travel.

Section 21.7 Intern Program.

The intern program provides college students on-job experience in accordance with school/university requirements. The following intern program guidelines will be followed.

1 **21.7(a)** It is the intent to employ interns for short-term duration, not to
2 exceed 1 months of continuous employment. Duration may be extended
3 by mutual agreement.
4

5 **21.7(b)** Interns will be assigned a project(s) and work under the guidance
6 of SPEEA-represented employees. If a SPEEA bargaining unit member is
7 affected by layoff and cannot perform the functions of the intern project,
8 the intern will be allowed to finish their program assignment.
9

10 **21.7(c)** Interns will not be allowed to perform job functions of any SPEEA
11 member affected by layoff.
12

13 **21.7(d)** Interns hired by Triumph will not exceed 5% at a time of the
14 existing SPEEA membership, except by concurrence of SPEEA.
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ARTICLE 22 – DURATION

Section 22.1 Duration.

This Agreement shall become effective as of the beginning of first shift on or after October 19, 2020 (sometimes referred to as the “effective date of this Agreement”) and shall remain in full force and effect until midnight at the close of October 19, 2021 and shall automatically be renewed for consecutive periods of one (1) year thereafter, unless either party shall notify the other in writing, at least sixty (60) days but not more than ninety (90) days prior to October 19th of any calendar year, beginning with 2021, of its desire to terminate the Agreement, in which event this Agreement shall terminate at midnight at the close of such October 19th, unless renewed or extended by mutual written agreement. In the case of such notice the parties agree to meet immediately thereafter for the purpose of negotiating a new Agreement or a written renewal of this Agreement.

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ATTACHMENT A

Triumph Group - Medical Plan

PLAN DESIGN & BENEFITS

PLAN FEATURES	PREFERRED CARE		NON-PREFERRED CARE	
Deductible (per calendar year)	\$500	Individual	\$4,000	Individual
	\$1,000	Family	\$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	\$8,000	Individual
	\$7,000	Family	\$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/Immu- nizations	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 / Pros- tate-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	Covered 100%; deductible waived	Not Covered
1 routine exam per 24 months		
Routine Hearing Exams	Covered 100%; deductible waived	Not Covered
1 routine exam per 24 months		

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PHYSICIAN SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Office Visits to Non-Specialist (non-surgical)	\$10 office visit copay; deductible waived	50%
Includes services of an internist, general physician, family practitioner or pediatrician.		
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	\$30 copay; deductible waived	50%
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		
Diagnostic Laboratory - Hospital Outpatient Laboratory	15%	50%
Diagnostic X-ray	15%	50%
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		
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	15%	50%
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
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	15%	50%
Limited to 120 days per calendar year.		
The member cost sharing applies to all covered benefits incurring during a member's inpatient stay		
Home Health Care	15%	50%
Limited to 120 visits per calendar year.		
Each visit by a nurse or therapist is one visit. Each visit up to 4 hours by a home health care aide is one visit.		
Hospice Care - Inpatient	15%	50%

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The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Hospice Care - Outpatient	15%	50%
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit		
Private Duty Nursing - Outpatient (Limited to 70 eight hour shifts per calendar year)	15%	50%
Each period of private duty nursing of up to 8 hours will be deemed to be one private duty nursing shift.		
Outpatient Short-Term Rehabilitation	15%	50%
Include Speech, Physical, and Occupational Therapy		
Spinal Manipulation Therapy	20%	20%
Durable Medical Equipment	15%	50%
Diabetic Supplies	15%	50%
Diabetic Supplies: Syringes, Needles, Lancets and testing strips covered at \$0 co-pay/100%.		
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		PREFERRED CARE	NON-PREFERRED CARE
Infertility Treatment	Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible	Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible	
Diagnosis and treatment of the underlying medical condition.			
Comprehensive Infertility Services	15%	50%	
Coverage includes Artificial Insemination (limited to six courses of treatment per member's lifetime) and Ovulation Induction (limited to six courses of treatment per member's lifetime). Lifetime maximum applies to all procedures covered by any Aetna plan except where prohibited by law.			
Vasectomy	15%	50%	
Tubal Ligation	Covered 100%; deductible waived	50%	
PHARMACY		PREFERRED CARE	NON-PREFERRED CARE – N/A
Retail	10% coinsurance up to a \$20 maximum/ prescription 20% coinsurance up to a \$50 maximum/ prescription (retail) 50% coinsurance up to a \$100 maximum/ prescription		
Mail Order	10% coinsurance up to a \$40 maximum/prescription. 20% coinsurance up to a \$100 maximum/prescription. 50% coinsurance up to a \$200 maximum/prescription.		
Specialty Rx	Applicable cost as noted above for generic or brand drugs.		
GENERAL PROVISIONS			
Dependents Eligibility	Spouse, children from birth to age 26		
<p>This plan does not cover all health care expenses and includes exclusions and limitations. Members should refer to their plan documents to determine which health care services are covered and to what extent. The following is a partial list of services and supplies that are generally not covered. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.</p>			

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1 **SECTION 3: DENTAL SCHEDULE OF BENEFITS**

2
3 Deductible \$50 Single/\$100 Family

4
5 **Type A Services:**

6
7 Preventive and Diagnostic 100% (no deductible)

8
9 **Type B Services - Restorative:**

10
11 Fillings, extractions, root canal 80% (deductible applies)

12
13 **Type C Services - Major Restorative:**

14
15 Fixed bridgework, dentures, repair of crowns,
16 Inlays, onlays, crown restoration, etc. 50% (deductible applies)

17
18 **Type D Services - Orthodontia:** 50%(no deductible, \$2,000

19
20 lifetime maximum (children to age 19 only) and limited to dependants under age 19)

21
22 Above benefits subject to \$2,000 annual maximum per person for Type A, B and C
23 services.

24
25 **Employee Monthly Contribution to Premium: Employee Only – 13%**
26 **Employee plus One – 15%**
27 **Family – 18%**

28
29 **Wellness Program**

30
31 The Company has the right to offer the same wellness and care management
32 programs to employees covered by this collective bargaining agreement as are
33 offered to non-union employees. The activities to be rewarded, the amount of
34 the rewards, the vehicle for the payment of rewards and the vendor(s) used to
35 administer the programs are at the discretion of the Company.

36
37 *The Parties understand that the Patient Protection and Affordable Care Act have*
38 *drastically altered the manner in which health care is offered to employees. The Parties*
39 *further understand that many new rules will be implemented over the period of this*
40 *agreement and that the rules are yet to be completed, written and/or published. The*
41 *Parties agree that the Employer must comply with these rules and may have to make*
42 *alterations to the health care plans offered to the employees to remain in compliance*
43 *with as yet unwritten and unpublished rules.*

ATTACHMENT B

Job Classifications

ATTACHMENT B – Job Classifications

SPEEA Technical Employees:

Job Classification	Levels
Numerical Control Programmer	I-III
Manufacturing Planner	I-III
Equipment Test Analyst	I-III
Quality Assurance Investigator	I-III
Design Technician	I-III
NCQA Planner	I-III
Tool Designer	I-III
Process Technician	I-III
Non-Destructive Testing Technician	I-III
Technical Writer	I-III

Process Technician III and Design Technician III are FLSA exempt positions. All classification levels may or may not be populated by Triumph Composite Systems.

SPEEA Professional Employees:

Job Classification	Levels
Process Engineer	I-III
Design Engineer	I-III
Stress Engineer	I-III
Materials Qualification Engineer	I-III
R&D Engineer	I-III

All classification levels may or may not be populated by Triumph Composite Systems.

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