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THE FOLLOWING NUMBERS ARE TO BE CALLED:

FOR EMERGENCY: (860) 236-0651

TO REPORT AN ABSENCE: (860) 231-6500

PLANT CLOSING: (860) 231-6500

AFTER 5:00 A.M.

WTIC AM 1080

When calling to report an absence, please state the nature of the absence, your clock number, department number, shift number and whether you want to be paid for the day or not.

When an emergency call comes in, a message will be given to the employee as soon as possible.

## **AGREEMENT**

This agreement, effective as of 31<sup>st</sup> day of October, 2021 by and between TRIUMPH ENGINE CONTROL SYSTEMS LLC, which is located in the Town of West Hartford, in the State of Connecticut (hereinafter referred to as the “Company”) and AMALGAMATED LOCAL 405 of the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), (hereinafter referred to as the “Union”), is designed to maintain and improve harmonious relationships between the Company, the Union and the employees of the Company.

## **MANAGEMENT CLAUSE**

WHEREAS, nothing herein contained shall be construed as limiting the right of the Company to manage and direct the working forces, including the right to hire, transfer, promote, suspend or discharge for cause any employee in order to maintain discipline and efficiency in production, to relieve employees from duty because of lack of work or other cause deemed sufficient to the Company, to determine the methods, processes and means of manufacture, the speed of operations, the schedules of production, to introduce new or improved products, methods or facilities, and to extend, limit or curtail its operations when in its sole discretion it may deem it advisable to do so, except as hereinafter modified.

NOW THEREFORE:

It is mutually understood and agreed:

## **ARTICLE 1** **RECOGNITION**

**SECTION 1.1.** The Company recognizes the Union as the sole and exclusive collective bargaining agency for their production and maintenance employees for the purpose of collective bargaining with the Company in respect to rates of pay, wages, hours of employment and other conditions of employment including clerks on factory department payrolls, but excluding time study employees, apprentices, employees in production control departments, technical and engineering employees, clerical employees on office department payrolls, medical department employees, professional employees, guards, executives, team leaders and all other employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action.

**SECTION 1.2.** It is understood and agreed that Union activities will not be carried on during working hours on the premises of the Company, except as hereinafter provided.

**SECTION 1.3.** The Company will not aid, promote, or finance any labor group or organization which engages or purports to engage in collective bargaining in competition with the Union nor make any agreement with such organization for the purpose of undermining the Union.

**SECTION 1.4.** The Company agrees that no employee will be discriminated against because of activity in the Union. However, should the Union feel that any employee has been so discriminated against by discipline or discharge, the Company agrees that as soon as possible, but not later than one week after claimed discrimination or discharge, the plant management will meet with the Union Bargaining Committee to attempt to determine the matter.

**SECTION 1.5.** Employees of the Company acting as President, officers or stewards of the Union shall, after permission by the Company, be permitted on the premises of the plant before or after work or during lunch hours to collect dues and transact such other Union business for which permission has been granted by the Company, but at no time nor in any way to interrupt or delay the employees at work.

**SECTION 1.6.** The Union President and up to five (5) Union representatives meeting with Management in contract negotiations will be compensated for time lost from their scheduled work shift. Compensation for attendees will be as follows:

1. On days the parties meet to bargain, and;
2. Three (3) days in advance of the first day the parties meet to bargain;

3. During the last two weekends prior to the contract expiration, if the employee would have been asked to work such overtime on those weekends.

## **ARTICLE 2** **UNION SECURITY**

**SECTION 2.1.** All present employees within the bargaining unit covered by this agreement on its effective date shall, within thirty (30) days thereafter, as a condition of employment, become and/or remain members of the Union in good standing.

**SECTION 2.2.** Present employees in the bargaining unit who have not on the effective date of this agreement completed thirty days of employment with the Company shall, as a condition of employment, within thirty days after the effective date of the agreement or the expiration of thirty days' employment, whichever period is longer, become and remain members of the Union in good standing.

**SECTION 2.3.** All new employees hired during the life of this agreement shall, as a condition of employment, within thirty days after date of hire or thirty days after the effective date of this agreement, whichever period is longer, become and remain members of the Union in good standing.

**SECTION 2.4.** The Company agrees to deduct monthly from earned wages and remit to the Local Union initiation fees, monthly dues and VCAP in the amount determined by the Local and/or International Union of those employees who voluntarily authorize such deductions in writing. Such deductions shall be for the balance of the first year of this Agreement and shall be continued yearly thereafter if a contract exists between the Company and the Union. The Company will post the schedule for the deduction of Union dues.

**SECTION 2.5.** The Company will give each active employee, and each new employee, as he/she is hired, a printed copy of this Agreement.

**SECTION 2.6.** The benefits as outlined in this agreement are as a result of Union and Company negotiations.

## **ARTICLE 3**

### **BULLETIN BOARDS**

**SECTION 3.1.** The Company shall permit the use of specified bulletin boards to be used solely for the posting of Union notices of elections and results of election, of Union meetings, rules and regulations and Union recreational and social affairs. All notices shall be initialed by the President of the Union and submitted to such person in the Human Resources Department as the Company may designate from time to time for confirmation that such notices come within the foregoing classifications before they shall be posted.

## ARTICLE 4

### GRIEVANCE PROCEDURE

**SECTION 4.1.** Should any employee or group of employees feel aggrieved concerning the interpretation or application of any provision of this Agreement regarding: rates of pay, wages, hours of employment, other conditions of employment, or any conditions affecting the health or safety of employees, adjustment thereof shall be sought as follows:

**Step 1.** Prior to filing a written grievance, the aggrieved or group of employees shall contact the Team Leader who shall contact the steward of the department. The grievant, steward, and Team Leader shall meet in conference to try and resolve the issue.

Except as outlined in Sections 4.2 and 4.3 below, if such meeting is unsuccessful, the steward will conduct an investigation to determine if a grievance is warranted. After the investigation is complete the steward will meet with the chief steward and the grievant(s) to discuss if a grievance should be reduced to writing, and if so the written grievance shall be presented to the Team Leader within ten (10) working days of the occurrence giving rise to the grievance, unless a reason satisfactory to the Company is provided for the failure to meet the ten (10) working day deadline.

The grievance shall identify (1) the specific contract clause(s) violated, if possible (2) the Company representatives, if any, or employees involved, (3) a brief description of the claimed violation, and (4) the specific nature of the relief requested.

The Team Leader shall provide a written response within ten (10) working days following receipt of the written grievance. If the Team Leader fails to provide a timely written response, the grievance shall automatically advance to Step 2, unless the parties have mutually agreed to an extension of time for the Team Leader to respond.

The Union shall have ten (10) working days to appeal the Step 1 answer to Step 2.

**Step 2.** Within five (5) working days of the Union's appeal to Step 2, the parties shall meet to discuss the grievance.

The Union's President, up to three (3) union representatives, and the grievant(s) and/or any witness(es) (no more than 2 grievants and/or witnesses from any department) shall participate in the Step 2 meeting.

The Company's Team Leader, Manager and/or Director, HR Manager and/or Director, and up to one other Company representative shall participate in the Step 2 meeting.

The Company shall provide a written response within ten (10) working days following the Step 2 meeting.

The Union shall have ten (10) working days following receipt of the Step 2 answer to appeal the Step 2 answer to Step 3.

**Step 3.** Within ten (10) working days of the Union's appeal to Step 3, the parties shall meet to discuss the grievance.

The Union's President, up to two (2) union representatives, plus the Union's International Representative shall participate in the Step 3 meeting.

The Company's Director, HR Director and/or HR Manager, and up to three (3) other Company representatives shall participate in the Step 3 meeting.

The Company shall provide a written response within ten (10) working days following the Step 3 meeting.

If, following a decision to not appeal to arbitration, the Union believes the Company has failed to comply with its Step 3 answer, the Union may file a new grievance on the same issue within 60 working days of the Company's Step 3 answer, which shall commence at Step 3 of the grievance procedure.

**SECTION 4.2.** Job evaluation grievances contesting the placement of a new occupation into the labor grade structure outlined in Appendix A must be reduced to writing and presented to the Team Leader within 6 (six) months of the new occupation's creation. Such grievances shall commence at Step 2.

When the parties agree that the job was found to be improperly evaluated, the affected employee(s) shall have his/her pay adjusted retroactively to the date the Union provides written notification to the Company as outlined in Section 10.5.

Job evaluation and production standards grievances shall not be arbitrable.

**SECTION 4.3.** Grievances contesting an employee's discharge, or layoff out of seniority, must be reduced to writing and presented to Human Resources within five (5) working days of the discharge or layoff out of seniority, or the Union's knowledge of such discharge or layoff, whichever is later. Such grievances shall commence at Step 2.

If it is determined that an employee was improperly discharged or laid off out of seniority such employee shall be returned to employment without loss of seniority, and shall receive back pay equal to the loss incurred for the hours which he/she would have been scheduled to work, less any earnings he/she received elsewhere, including unemployment compensation.

**SECTION 4.4.** Should a grievance not be filed within the time limits outlined in Sections 4.1-4.3 above, the grievance shall be closed for all purposes.

**SECTION 4.5.** Should any appeal from the decision of the Company on any grievance not be taken within the time limits outlined above, then the decision on such grievance shall be final and conclusive and shall not be reopened for discussion. Any disposition of a grievance accepted

by the Union, or from which no appeal has been taken, shall be final and conclusive and binding upon all of the employees involved, the Company and the Union.

**SECTION 4.6** The Union will have the right to elect employee representatives to represent the union in carrying out the terms of this agreement. Only active employees of the West Hartford facility who have completed the probationary period as defined in Article 7.1 will act as a union representative under this agreement. The union will keep the company informed in writing of the name(s) and title(s) of its elected union representatives, and the area of the site that each represents. Any time spent on union business must be documented in the company's time and attendance system as union business.

1. The total number of company-paid union representatives, excluding the Local 405 President, shall not exceed twenty (20) hours per week. Cumulative time used for purposes of representation, including meetings set forth in the Article by all union representatives, will not exceed this time limit. The limit on hours per week shall exclude time spent in meetings called by management. Union representatives paid as set forth above shall be compensated at their base wage rate, including applicable shift premium.
2. The Parties agree that the President of Local 405 of the UAW shall be entitled to paid leave for the purpose of performing the functions of that office. The weekly salary shall equal the hourly rate of the highest labor grade multiplied by forty-seven (47) hours.
3. All other elected representatives of the UAW Local 405 except as outlined in Section 1 and 2 above, shall not be compensated by the Company for any time spent performing union business.

**SECTION 4.7. A Union representative** may, from time to time, as the need arises after notice to and permission from his/her team leader, which permission shall not be unreasonably denied, leave his/her work after making known his/her destination, for the purpose of handling grievances. Upon entering a Department other than their own, he/she shall report to the team leader of the new Department and shall make known the purpose of his/her being there. The time spent by any Union representative in the handling of grievances shall be recorded by the time and attendance system as Union business.

**SECTION 4.8.** Any of the time limits outlined above may be extended by mutual agreement, in writing, between the Union and the Company.

## **ARTICLE 5** **ARBITRATION**

**SECTION 5.1.** No question relating to the scope of the bargaining unit (Section 1.1), the functions reserved to the Company (Preamble, Management clause), job evaluation, or production standards shall be submitted to arbitration.

The Union may, however, appeal any other Step 3 answer to arbitration by filing a request for arbitration with the American Arbitration Association, unless the parties mutually agree to substitute another arbitration agency, within thirty (30) working days following the Company's Step 3 answer. The rules of the selected labor arbitration agency shall apply and be observed.

Both parties agree in good faith that their respective agents, counsels, etc. will make themselves reasonably available, thus eliminating undue delay and facilitating the hearing. Counsels will be limited to two (2) postponements on any one case.

The compensation and expenses of the arbitrator shall be borne equally by the Company and the Union. In the event of unusual circumstances whereby either party request further postponement of the scheduled arbitration case, such postponement will be by mutual consent. If, in the absence of such mutual consent, either party still finds a postponement is necessary, the party requesting such postponement will then bear the full cost of the arbitrator's fee and the expenses for such arbitration when it is later rescheduled.

**SECTION 5.2.** The arbitrator so designated shall be confined in the decision to be rendered to the meaning and interpretation, or the application of an interpretation, of the particular provision or provisions of the contract which gave rise to the grievance or grievances. There shall be no power to add to, subtract from or modify this agreement or to establish or change any rates of pay or wages. The decision in arbitration shall be binding on all parties.

## **ARTICLE 6** **STRIKES AND LOCKOUTS**

**SECTION 6.1.** The Union agrees that there will be no strike, slowdown, stoppage of work, or interruption of production authorized, instigated, sanctioned or condoned by the Union during the period of this Agreement. The Company will not lock out employees during the period of this Agreement or hold the Union responsible for any unauthorized action by employees which interferes with production and plant operations.

**SECTION 6.2.** Employees who participate in such an interruption in production may be subject to disciplinary action up to and including discharge. Any claim by an employee that he/she has not participated in such interruption in production may be resolved under the grievance procedure, including arbitration.

## **ARTICLE 7** **SENIORITY**

**SECTION 7.1.** All new employees shall be regarded as probationary employees during the first ninety (90) calendar days of employment with the Company. A probationary employee shall have no seniority rights and his/her retention as an employee is entirely within the discretion of the Company, except that no such employee shall be discharged because of his/her membership or activity in the Union. At completion of the probationary period the employee's seniority will fall in the occupation held on that day. "Seniority" is defined as the total amount of time worked by an employee in any occupation covered by this Agreement since the most recent date of hire.

**SECTION 7.2(a)** Despite the provision of the foregoing Section of this article, the President, Shop Chairperson, Vice Presidents, members of the Negotiating Committee, (not exceeding 4), and Union Representatives as set forth in Article 7.6 Skilled Trade Chairperson and Vice Chairperson, Chief Stewards (not exceeding 2 on days, and 1 on second shift, and 1 on third shift) and Stewards (not exceeding two percent of all employees represented by the Union), who shall have been in the employ of the Company at least one year or more, shall, in the event of a lay off for an indefinite period, head the seniority list during their terms of office. Such seniority shall, for the President and Chief Stewards, Shop Chairman, Skilled Trades Chairman, Skilled Trades Vice Chairman, Vice Presidents, and Negotiating Committee be in the Company, and Union Representatives Stewards in their occupation.

**(b)** The top departmental seniority of union representative(s) shall be recognized in the event that a proposed transfer should remove him/her from the shift on which, or the department in which, the employees that he/she represents are working.

**(c)** Where a conflict in connection with top seniority arises hereunder involving two or more employees covered by this Section, seniority shall prevail, with the exception of the President of the Union who shall be considered to have first priority in the Company in connection with top seniority.

**(d)** The seniority of a union representative(s) shall be recognized and applied at the time of a reduction in the number of employees in an occupation.

**SECTION 7.3.** The Company will establish and maintain a seniority list by occupation for each department, showing the length of seniority, shift, and time within the current occupation for each employee. The list shall include laid off employees and their recall expiration dates. Such a list will be made available to the officers and stewards of the Union on request.

**SECTION 7.4.** Seniority for the purposes of this article shall be deemed to date from the most recent date of hire, adjusted for any time spent in a position not covered by this Agreement as outlined in Section 7.11, and shall be considered to have been interrupted only by reason of:

- (a)** Voluntary quit;
- (b)** Discharge for just cause;
- (c)** Absence for three (3) consecutive weekdays without notice, unless there is a satisfactory reason for not giving such notice as approved by Manager, Human Resources.
- (d)** Failure to return to work following the expiration of a leave of absence.
- (e)** Being hereafter laid off for lack of work, recall rights are as follows:

91 days to 1 years = 1 year of recall rights  
1 to 2 years = 2 years of recall rights  
2 to 3 years = 3 years of recall rights  
3 to 4 years = 4 years of recall rights  
4 plus years = 5 years of recall rights

- (f)** When laid off, failure to return to work within five (5) days after the Company had notified him (her) by certified mail to his (her) last known address to report for work.
- (g)** See Section 7.11 of this article, conditions relative to an employee who accepts a position out of bargaining unit.

## **SECTION 7.5. Vesting**

An employee transferred from one occupation to another will retain seniority for a period of six (6) months in his/her former occupation when his or her accumulated seniority will be transferred to the occupation in which he or she is presently employed.

## **SECTION 7.6. Shift Rebalancing**

In the event the Company needs to rebalance the number of employees per shift within an occupation, it shall do so by asking employees within the occupation, in order of seniority, to move to the shift(s) where additional employees are needed. If there are an inadequate number of volunteers, the junior employee(s) from the shift(s) where there is an excess shall be transferred to the shift(s) being increased. The Company agrees to make every effort to give an employee (1) week notice when there is a permanent change of shift. It may be necessary to ask employees to temporarily work on another shift without a week notice.

## **SECTION 7.7. Reducing Jobs**

### **(a) One week or less**

When employees are to be laid off for lack of work one week or less at a time, the Company shall offer employees in the affected occupation(s) and shift(s) the opportunity to take the layoff, in order of seniority on a rotating basis for each affected shift(s). If an insufficient number of

volunteers take the layoff, employees will be laid off from the affected occupation(s) and shift(s), in order of inverse seniority on each affected shift(s) on a rotating basis. Laid off employees may not exercise any return or bumping rights outlined elsewhere in this Section.

**(b) More than one week**

When employees are to be laid off for more than one week, the Company shall, if practicable, give notice thereof at least three (3) working days in advance, with pay, before such layoff takes place. A list of the names of the employees to be laid off and their seniority status shall be available to the chief steward for examination. The Company will notify the Union office by email of employee(s) actually laid off, and the Union shall then email the Company an acknowledgment of its receipt of the Company's email.

**(i) First-Reduction of employees with less than 6 months service in the occupation:**

In the event that a lay off is necessary for more than one week, employees with less than 6 months in the occupation being reduced shall be removed from the occupation in order of inverse seniority, regardless of shift, and returned to their former occupation, seniority permitting. They shall displace the least senior employee in their former occupation, regardless of shift, beginning first with employees who have less than 6 months of service in that occupation. Employees displaced by the returning employee(s) shall return to their former occupation, seniority permitting.

Employees who are unable to return to their former occupation may bump the least senior employee, regardless of shift, in any other occupation for which they are qualified, seniority permitting.

In the event an employee is unable to bump to a former occupation, the Company, in lieu of layoff, may assign such employee, in order of seniority, to any open occupation that in the reasonable opinion of the Company the employee is able to perform, without displacing another employee.

If the employee is not placed in an open occupation by the Company, the employee shall be laid off.

**(ii) Second-Reduction of employees with 6 or more months in the occupation:**

If a further reduction is required after removing all employees with less than 6 months service from the occupation, additional employees shall be removed in order of inverse seniority, regardless of shift. Such removed employees may then bump the least senior employee, regardless of shift, in any other occupation for which they are qualified, seniority permitting.

In the event an employee is unable to bump to a former occupation, the Company may, in lieu of layoff, assign such employee, in order of seniority, to any open occupation that in the reasonable opinion of the Company the employee is able to perform, without displacing another employee.

If the employee is not placed in an open occupation by the Company, the employee shall be laid off.

**(c) Swing Schedule**

- (i)** A swing schedule is a schedule that permits employees in a department and occupation to be laid off in a rotational manner so that a temporary reduction in scheduled hours for less than all employees in the department and occupation, which occurs over a multiple week period, is shared by all employees in the department and occupation, and not just the least senior employees.
- (ii)** In the event a temporary layoff of less than all employees in a department and occupation under Sections 7.7(a) or 7.7(b)(i)-(ii) above occurs in a department and occupation during more than one week in a calendar year, beginning with the second layoff, the employees in the department and occupation shall be placed on a swing schedule. Once the department and occupation has been on a swing schedule such that all employees in the department and occupation have been laid off at least 6 times in a calendar year, a majority of employees in the department and occupation can request that the swing schedule end, and that the normal layoff procedures outlined in 7.7(a) or 7.7(b)(i)-(ii), whichever applies, be followed from that point forward to the end of the calendar year.

**SECTION 7.8. Filling Jobs**

**First-Polling:**

When a vacancy occurs, employees within the occupation working on a shift other than the shift where the vacancy occurs will be offered the opportunity to fill the vacancy in order of seniority.

**Second-Recall:**

Once polling is completed, employee(s) with recall rights to the occupation, or who have listed the occupation as one of their two secondary preference occupations on their secondary preference form, will be recalled to the occupation in order of seniority. An employee must be qualified in the occupation in order to list it as a secondary preference occupation. Employees who bumped, or were assigned by the Company in lieu of layoff, from an occupation under Section 7.7 above shall have recall rights back to that occupation for the durations outlined in Section 7.4(e) above, even if they accept a recall to one of their secondary preference occupations. However, once an employee bids on another occupation they lose all recall rights to any other occupation, including those listed on their secondary preference form.

Employees working in another occupation within the plant at the time of the recall may decline a recall to that occupation or to one of those listed on their secondary preference form, however, such employees shall forfeit all future recall rights to the declined occupation and all occupations listed on their secondary preference form.

Employees who have been laid off and are not working in the plant at the time of recall may decline a recall to that occupation or to one of those listed on their secondary preference form, however, such employees shall be terminated as outlined in Section 7.4(f) above.

**Third-Post and Bid:**

Any vacancy remaining after exhausting the recall procedure outlined above shall be posted for eight (8) calendar days on the shop bulletin boards. A copy of the posting will be sent to the Union, and all Team Leaders. Union officials may enter a bid on behalf of an employee.

Active employees, including those on layoff or non-medical leave of absence, with at least twenty-four (24) months of Company seniority who has not successfully been awarded a bid to another occupation within the twenty-four (24) months prior to the posting date shall be eligible to bid on the posted vacancy provided such employee has no active suspension, or final written warning for any violation inclusive of workmanship, quality, attendance, insubordination.

Active employees with at least twelve (12) months of Company seniority who would receive an increase in labor grade are eligible to bid in another occupation than the one they currently hold. Promotion to the increased labor grade shall be based upon employee having no active suspension, or final written warning for any violation inclusive of workmanship, quality, attendance, insubordination.

Vacancies shall be filled in the following order:

- (a) Senior qualified bidder in the department
- (b) Senior capable bidder in the department
- (c) Senior able bidder in the department
- (d) Senior qualified bidder in the Company
- (e) Senior capable bidder in the Company
- (f) Senior able bidder in the Company

For employees bidding while on leave of absence, to be considered able they must also be able to provide medical documentation written and signed by the employee's treating physician that he/she can definitively return to work and safely perform the duties of the new occupation without restriction within ninety (90) days of being awarded the job.

The Company shall have the right to establish proper qualifications for all jobs.

If it becomes evident during the first thirty (30) days after being placed in the job, or during any mutually agreed extension of the 30-day period, that the employee is not able based on performance or Manager assessment, he/she will be returned to his/her former occupation.

Employees injured on the job, or who have permanent health conditions that make it difficult for them to perform their current job duties may bid without regard to the twelve (12) month restrictions outlined above.

#### **Fourth-Application:**

Employees unable to bid on a vacancy because of the twenty-four (24) month restrictions outlined above may apply for the vacancy by signing the application/bid sheet.

Vacancies shall be filled in the following order:

- (a) Senior qualified applicant in the department
- (b) Senior capable applicant in the department
- (c) Senior able applicant in the department
- (d) Senior qualified applicant in the Company
- (e) Senior capable applicant in the Company
- (f) Senior able applicant in the Company

If it becomes evident, based on performance of the assessment of the manager, during the first thirty (30) days after being placed in the job, or during any mutually agreed extension of the 30-day period, that the employee is not able he/she will be returned to his/her former occupation.

Employees who are selected for the vacancy based on recall, post and bid, or by application shall be transferred to the vacancy within fifteen (15) working days of being selected, or shall receive his/her then current rate or the rate of the vacant job, whichever is higher, and the Union shall be notified. Employees not transferred within ninety (90) days of being selected for the vacancy shall be moved, unless mutually agreed to by the Company and Union.

#### **Fifth-External Hire:**

In the event there are no able applicants, the Company may hire a new able employee at its sole discretion.

#### **SECTION 7.9. Temporary Transfers**

The Company and the Union agree that they have a mutual interest in increasing efficiencies, improving performance metrics and reducing costs. The parties agree that the Company should be able to address operational needs in a timely and efficient manner. The Company shall have the right to take the actions described below in the interest of achieving these ends:

Former D91 employees who receive Skilled Trades pay will be utilized to break bottlenecks, reduce overtime, and to meet production requirements in any particular department. They will not be assigned to a particular occupation to the extent that it would cause the displacement or prevent the normal recall of any employee. The former D91 employees who receive Skilled Trades pay may work the overtime of the department, but the time must be charged against his/her department overtime sheet.

##### **(a) Up to one shift:**

If former D91 employees are not available to break bottlenecks, reduce overtime and to meet production requirements in any particular department, the Company shall have the right to

assign bargaining unit employees who are available and capable on a short-term basis up to the end of the shift.

**(b) More than one shift:**

If the Company determines it is necessary to temporarily transfer an employee due to absences, training and/or production needs, for a period of greater than a shift, the Company shall have the right to select the employee(s) who are considered capable by the Company.

First, employees will be transferred by their consent.

Second, when a temporary transfer is needed and not satisfied by consenting employees, job assignments will be filled by assigning capable employees in inverse seniority order.

When a temporary transfer extends beyond thirty-one (31) consecutive calendar days the transferred employee can request to be replaced by another capable employee. In selecting a capable employee the Company will first contact those laid off employees with recall rights to the occupation. Employees can refuse a recall to a temporary assignment, without losing their recall rights under Section 7.4(e). Those accepting a recall to a temporary assignment will receive medical benefits beginning on the first day of their recall. At the conclusion of the temporary assignment, such employees will return to their laid off status without any bumping rights, and the temporary recall shall extend their recall period under Section 7.4(e) by the number of days worked on the temporary assignment.

In the event of a temporary transfer under 7.9(a) or (b) above, the transferred employee will be paid his/her regular rate or the rate of the classification transferred to, whichever is higher.

Temporary transfers shall not exceed 180 consecutive days from the date of the first transfer. At the end of the 180-day period the Company will discuss with the Union the possibility of posting the job. Any extension beyond the 180-day period must be agreed to by the Union. There will be no backfilling the transferred employee. The work that the transferred employee performs will not be used as demonstrated ability towards bidding or bumping. The transferred employee will be able to work the overtime of the department or his home department, whichever is higher

**SECTION 7.10.** Whenever occupations are combined, the most senior employee(s) affected whose skills most nearly meet the requirements of the new occupation will be offered the resultant job.

**SECTION 7.11.** If an employee accepts a position so as to exclude him/her from the coverage of this agreement, and is thereafter returned to a position within the coverage of this agreement, his/her seniority shall include the seniority they had accumulated up to the time he/she accepted the position outside the coverage of this agreement, less one day for each day he/she was in a position outside the coverage of this agreement.

## **ARTICLE 8** **DISCIPLINE**

**SECTION 8.1.** The Company has the right and privilege to discharge or suspend any employee for just cause and will not discriminate against any employee for membership in the Union. Any employee discharged or suspended by the Company without just cause shall be reinstated without loss of any rights or privileges he/she would have enjoyed had his/her employment by the Company not been interrupted, with reimbursement as provided under Section 4.3.

**SECTION 8.2.** When an employee's work or conduct may warrant disciplinary action the team leader shall notify the employee in writing of the disciplinary action and the employee's department steward shall likewise be given notice thereof.

Normally, an employee shall be subject to progressive discipline, including a verbal warning, written warning, suspension, and termination. An employee having been given such notice shall receive a reasonable period of time within which to improve his/her work or conduct. Prior notice of warning shall not, however, be required where in any particular situation it is necessary immediately to discharge, suspend or otherwise discipline any employee, such as theft, threats/acts of violence, or insubordination.

All disciplinary warnings and actions shall not be used for purposes of progressive discipline, including any record of "verbal warnings," after ten (10) months from the date of such warning, provided the employee has not received another warning for the same reason during that ten (10) months.

### **SECTION 8.3. Attendance Policy**

- a. Effective March 1, 2016, employees will be covered by the following attendance policy:
  1. Any time missed of two (2) hours or less =  $\frac{1}{2}$  point
  2. Any time missed greater than two (2) hours, but less than eight (8) hours = 1 point
  3. Any time missed of eight or more consecutive hours, including consecutive days of absence = 1.5 points (Saturdays, Sundays and holidays do not count as consecutive days)
  4. "Time missed" includes any time not worked during required overtime hours (scheduled hours of 45 for production/50 hours for maintenance, and agreed to weekend overtime).
- b. Any period of paid absence, or any absence due to Union business, personal leave, military leave, or covered by the FMLA, shall not result in any points being issued for such time missed.
- c. Disciplinary action for time missed shall be as follows:
  1. 6 points in any rolling 12-month period measured backwards = Verbal Warning
  2. 8 points in any rolling 12-month period measured backwards = Written Warning

- 3. 10 points in any rolling 12-month period measured backwards = Final Written Warning
- 4. 12 points in any rolling 12-month period measured backwards = Termination
- d. Employees will receive any disciplinary notice no later than ten (10) working days after the occurrence triggering the discipline, provided the employee is at work to receive the discipline.
- e. For any absence that is three (3) or more days, it is required that the employee provide a doctor's note that is acceptable to the Company's Human Resources department in order to return to work and have the consecutive days counted as 1.5 points. Failure to provide a doctor's note will result in each day missed being counted as set forth in 8.3.a above.

#### **Codes for Absenteeism:**

The following are the codes that will be used for the maintaining of absenteeism.

##### Codes for not-scheduled hours

(Excused Absence)

DD	Discipline
F	Funeral (Bereavement)
FM	Family Medical Leave of Absence
H	Holiday
I	Paid Personal Time (PTO)
J	Jury Duty
M	Military Duty
N	Not scheduled (no work)
U	Union Business
V	Vacation
W	Workers Compensation
Y	Personal Leave of Absence (not unreasonably denied by the Company)
Z	Medical Leave of Absence-Non FMLA

##### Codes for Lost Scheduled Time

(Unexcused absence)

A	Tardiness
B	Absent
E	Left early before scheduled shift ends
K	Left early before scheduled weekend overtime ends
X	Unreported

## ARTICLE 9

### HOLIDAYS

**SECTION 9.1.** The Holidays recognized under this Agreement shall be as described herein below:

Holiday	2021	2022	2023	2024	2025	2026
New Year's Day				1-Jan	1-Jan	1-Jan 2-Jan
Good Friday		15-April	7-April	29-March	18-April	3-April
Memorial Day		30-May	29-May	27-May	26-May	25-May
Independence Day		4-July	3-July 4-July	4-July 5-July	4-July	3-July
Labor Day		5-Sep	4-Sep	2-Sep	1-Sep	7-Sep
Thanksgiving Day	25-Nov	24-Nov	23-Nov	28-Nov	27-Nov	
Day after Thanksgiving	26-Nov	25-Nov	24-Nov	29-Nov	28-Nov	
Year End Holiday	24-Dec	23-Dec	22-Dec	24-Dec	24-Dec	
	27-Dec	26-Dec	25-Dec	25-Dec	25-Dec	
	28-Dec	27-Dec	26-Dec	26-Dec	26-Dec	
	29-Dec	28-Dec	27-Dec	27-Dec	29-Dec	
	30-Dec	29-Dec	28-Dec	30-Dec	30-Dec	
	31-Dec	30-Dec	29-Dec	31-Dec	31-Dec	

A. An employee will receive eight (8) hours pay at his regular base rate, including shift differential, but excluding all premiums, bonuses or overtime allowances for such holiday, provided he has eight (8) hours of paid time day on the regular scheduled workday immediately preceding the holiday and eight (8) hours paid time day on the first regular scheduled workday immediately after the holiday.

B. All the time worked by employees on the holidays specified in Section 9.1 shall be paid at three (3) times if working eight (8) or more hours with no holiday pay. If the employee works less than eight (8) hours they will be paid eight (8) hours holiday pay plus two times (2) for the hours worked at straight time.

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

**SECTION 9.2.** The Company may at its option observe the holidays listed above by not operating its plant, departments or sections thereof, or it may schedule such holidays as regular workdays. In the event such holidays are scheduled as a regular workday the Company will notify the employees involved at least two (2) weeks ahead of the holiday unless unforeseen circumstances develop where it is impossible to give the notice. The Company will seek to attain the number of employees required to work by volunteers who are capable. If an insufficient number of volunteers are attained the Company will assign the requisite number of employees by assigning capable employees in the inverse order of seniority within the affected occupation, except that employees will not be forced to work on Thanksgiving, Christmas Eve, Christmas Day, New Years' Eve, or New Years' Day. Employees who volunteer or are assigned to work on

a holiday and fail to report, or work all their scheduled hours, up to eight (8) hours, on the holiday shall not receive pay for that holiday. When a holiday falls on a Friday, the Company will pay all employees on the Thursday immediately preceding the holiday.

## **ARTICLE 10** **HOURS OF WORK AND OVERTIME**

**SECTION 10.1.** Under normal circumstances the work-week shall consist of forty (40) consecutive hours of eight (8) hours a day, Monday to Friday inclusive, except that where production and delivery requirements necessitate a change therein, employees, after notice, shall be required to work a different schedule but not exceeding forty-five (45) hours in a workweek. Employees engaged in necessary maintenance work shall likewise, after notice, be required to work a different schedule but not exceeding fifty (50) hours in a workweek. The Company agrees to notify the Union in advance of changes in shifts or work schedules, except where conditions require that such changes be made immediately.

The scheduled shift times appear below.

### **Three Shift Schedule**

Shift	Hours Scheduled	Lunch			Finish
		Start	Start	Finish	
First	8	7:00 AM	11:30 AM	12:00 PM	3:30 PM
First	9	6:00 AM	11:30 AM	12:00 PM	3:30 PM
First	10	6:00 AM	11:30 AM	12:00 PM	4:30 PM
Second	8	3:30 PM	7:30 PM	8:00 PM	12:00 AM
Second	9	3:30 PM	7:30 PM	8:00 PM	1:00 AM
Second	10	3:30 PM	7:30 PM	8:00 PM	2:00 AM
Third	8	10:30 PM	2:30 AM	3:00 AM	7:00 AM
Third	9	9:30 PM	2:30 AM	3:00 AM	7:00 AM
Third	10	8:30 PM	2:30 AM	3:00 AM	7:00 AM

## Two Shift Schedule

Shift	Hours Scheduled	Start	Lunch		
			Start	Finish	Finish
First	8	7:00 AM	11:30 AM	12:00 PM	3:30 PM
First	9	6:00 AM	11:30 AM	12:00 PM	3:30 PM
First	10	6:00 AM	11:30 AM	12:00 PM	4:30 PM
Second	8	3:30 PM	7:30 PM	8:00 PM	12:00 AM
Second	9	3:30 PM	7:30 PM	8:00 PM	1:00 AM
Second	10	3:30 PM	7:30 PM	8:00 PM	2:00 AM

## Break Table

Shift	Start	Finish	Start	Finish
First	8:45 AM	9:00 AM	1:45 PM	2:00 PM
Second	6:00 PM	6:15 PM	10:00 PM	10:15 PM
Third	12:30 AM	12:45 AM	4:30 AM	4:45 AM

When employees are scheduled for ten (10) or more hours on a shift they shall be entitled to a third fifteen (15) minute break beginning one (1) hour before the end of their shift.

For schedules over ten (10) hours, shift times will be at the discretion of the team leader.

Second and third shift employees will be permitted to leave work 9 hours before the start of a meeting at which their attendance is required. Those employees will be paid for the balance of their agreed to scheduled shift.

Holiday and weekend overtime schedules shall be as follows:

Number of Scheduled Hours	Start 1st Shift	Finish 1st Shift	Start 2nd Shift	Finish 2nd Shift	Start 3rd Shift	Finish 3rd Shift
6	6 a.m.	12:00 p.m.	12:00 p.m.	6:00 p.m.	12:00 a.m.	6:00 a.m.
8	Same as regular shift					
More than 8	Company Discretion					

In the event that an employee records their time of work prior to their scheduled start time, the Company will not be required to pay for any time recorded before their scheduled start time.

The Company will provide additional vending machines in selected areas throughout the shop for employees to utilize during or in between scheduled breaks. It is understood that if employees are using the vending areas in between set breaks, that they will not linger in the vending area, returning to their work areas promptly. The Company will also provide seating areas local to the department for use during scheduled breaks.

**SECTION 10.2.** Overtime at the rate of time and one-half shall be paid for all time worked in excess of eight (8) hours per day or forty (40) hours per week.

**SECTION 10.3.** Except as outlined below, all work performed on Saturday shall be paid at the rate of time and one-half and all work performed on Sunday shall be paid at the rate of double time. There shall be no pyramiding of overtime premium.

#### **SECTION 10.4. Overtime**

##### **(a) Daily Overtime**

1. When unscheduled daily overtime is necessary the Company shall first ask the employee(s) performing the assignment to work the overtime.
2. If such employee(s) refuses the assignment, the Company will then ask the employee(s) in the occupation, on the shift, who are capable, beginning with the employee who has the least amount of overtime recorded in the log.
3. If an insufficient number of employees in the occupation and shift accept the assignment, the Company will ask former D91 employees on the shift who are capable to perform the assignment, provided they are not already working the same amount of overtime.
4. If such employee(s) refuses the assignment, the Company will ask other employees on the shift who are capable.

5. If an insufficient number of other such employees accept the assignment the work will be performed by management employees.

**(b) Weekend Overtime**

1. When weekend overtime is necessary the Company shall ask the employee(s) in the occupation, on the shift, who are capable, beginning with the employee who has the least amount of overtime recorded in the log. When overtime hours are equal, the Company will ask by seniority.
2. If an insufficient number of employees in the occupation and shift accept the assignment, the Company will ask former D91 employees on the shift who are capable, provided they are not already working the same amount of overtime.
3. If an insufficient number of D91 employees accept the assignment, the Company will ask other employees on the shift who are capable.
4. If an insufficient number of other such employees accept the assignment the work will be performed by management employees.

Employees who accept and are scheduled for weekend overtime will be expected to work the agreed upon overtime as if it were regularly scheduled work, and failure to report for agreed upon weekend overtime or to work the full amount of agreed upon weekend overtime will subject the employee to disciplinary action in accordance with the Company's Attendance Policy. Should the job or jobs the employee was scheduled to perform be completed the employee may work less than the accepted overtime and not be charged (absenteeism) provided they notify the management lead on site.

**(c) OVERTIME LOG**

The Company will distribute overtime hours among those employees in the department, occupation, and shift who are capable to perform the work. A standard form will be used by all departments. The following procedures will be used to maintain the necessary records:

1. An overtime log will be kept on a calendar year basis starting with the first day worked in January and ending with the last day worked in December.
2. The log will contain an accumulative total of overtime hours being subtotalled on a bi-weekly basis.
3. The log will be posted for review by all department employees.
4. It will record the number of overtime hours:  
**(i)** Offered to the employee if the employee was notified of weekend overtime by the end of his/her shift on Thursday

- (ii) Offered to the employee if the employee was notified of week-day overtime by the end of his/her shift on the previous day;
- (iii) Offered to and accepted by an employee, regardless of when asked;
- (iv) Worked in another department; and
- (v) Not offered to the employee because such employee was unavailable to be asked to work, regardless of the reason, except that unavailability to comply with the FAA rest requirement will not be recorded in the log.

5. Overtime hours worked while on the fire brigade, snow detail, Union Business, and safety committee beyond the employee's scheduled hours will not be recorded in the log.
6. Recorded overtime hours shall be equalized within ten percent (10%) among the employees in the department, occupation and shift by year the end of each calendar year.
7. Recorded overtime hours shall be equalized within ten percent (10%) between the shifts in the department and occupation by the end of the calendar year. The ten (10%) percent cross shift requirement can be met by either:

Averaging the number of overtime hours recorded in the department, occupation and shift. The average for each shift must be within 10% of each other shift by the end of the calendar year. Example: If 1<sup>st</sup> shift has 1000 recorded hours and averaged 10 employees the average for 1<sup>st</sup> shift equals 100 hours. Therefore, the average for 2<sup>nd</sup> shift must be at least 90 hours;

or

By taking the total number of overtime hours recorded in the department, occupation and shift and comparing the totals by shift. Example: If all employees on 1<sup>st</sup> shift, in total, had 1000 recorded hours of overtime, then the total for 2<sup>nd</sup> shift must be at least 900 hours.

8. No attempt will be made to make up overtime hours when un-equalization occurs because of being a new hire, returning from layoff, being transferred or bidding from one job occupation to another, or when being permanently transferred from one shift to another within the same occupation and department. In those cases the employee will be credited with the highest number of overtime hours of any employee in that same department, occupation and shift.

**SECTION 10.5.** During the term of this Agreement, the respective labor grades for each of the occupations outlined in Appendix A shall not change. In the event a new occupation is added, the Company shall slot the new occupation into the labor grade structure in Appendix A by using the job evaluation system and market rate data. If the Union disagrees with the Company's placement of the occupation, it shall notify the Company in writing and may then grieve the Company's decision as outlined in the grievance procedure.

If, as a result of the Union's written notification or a grievance settlement, the occupation is placed in a higher labor grade employees in such occupation shall be paid the rate of the higher labor grade retroactive to the Union's written notification to the Company.

**SECTION 10.6. Shift Premium-** Effective November 15, 2021, employees, who are scheduled to work on a second or third shift and do so, will be paid an hourly shift premium of **\$2.60**. The premium will also be paid to second and third shift employees if temporarily assigned to the day shift for up to three (3) consecutive weeks for training purposes or temporary replacement of day shift employees.

A period of time in excess of three (3) weeks shall be considered to be a permanent transfer unless the President of the Local 405 is advised to the contrary. Third shift employees whose work week starts Sunday night will be paid by the end of their work shift on Friday morning. There may be exceptions because of holidays, vacations and acts of God.

**SECTION 10.7.** The principle of equal pay for equal work on the same operation shall apply among all employees.

**SECTION 10.8.** It shall be the policy of the Company not to assign Team Leaders and/or other non bargaining unit employees to bargaining unit work except for training purposes, machine and assembly tryouts, situations involving production difficulties and other emergency circumstances.

**SECTION 10.9. Report Pay-** Any employee reporting for work who was working on the previous workday and who had not been notified not to report to work the following workday shall receive four (4) hour's work or pay, except where the giving of such notice was beyond the control of the Company such as fire, flood, storm, power failure, work stoppage, slowdown and/or act of God.

Employees shall be paid on the following basis under this provision: The posting of a notice on the time clocks two (2) hours before the completion of the shift of the affected employees shall be sufficient and proper notice.

Should the Company be unable to communicate with the employees because of the failure of the employee to provide the respective Human Resources Department with a current address, the Company shall not be obligated to pay under this provision.

**SECTION 10.10. Call-In Pay**-An employee who, after completing his/her scheduled hours of work, is called back to work after leaving the plant and reports for work shall receive the rate of pay applicable to him/her for the hours so worked (exclusive of second or third shift premium unless a second or third shift employee), but in no event shall he/she receive less than four hours' pay at their hourly rate.

**SECTION 10.11. Bereavement.** An employee who is absent from his/her scheduled work on Monday through Friday because of the death of his/her father, mother, spouse, sister, brother, son, daughter, father-in-law, mother-in-law, grandmother, grandfather, grandson, granddaughter, brother-in-law, sister-in-law, son-in-law or daughter-in-law, step-parent and step-children shall receive bereavement pay. The employee shall receive bereavement pay for three (3) days of eight (8) hours in each day except that in the case of death of brother- in-law, sister- in-law, son-in-law or daughter-in-law it shall not exceed pay for one (1) day. Brother-in-law and sister-in-law shall be interpreted in the broadest sense. Holidays which fall on any of the days of absence will not be paid for as a holiday. The three (3) bereavement days do not have to be used consecutively but must be used within (30) days of the date of death, unless otherwise approved by the Manager of Human Resources. Such approval shall not be unreasonably denied.

**SECTION 10.12. Jury Duty**-An employee who is on Jury Duty shall be paid the difference between his/her rate and remuneration received as a juror for time required to be and actually is in attendance at the courthouse during scheduled working hours, provided that such payment shall in no event be for more than eight (8) times the rate for any one day. For the purpose of this Section second and third shift employees shall be deemed to be first shift employees on the days which they are actually on jury duty and on such days shall not be permitted to work on their regular shift without permission from the Company.

## **ARTICLE 11** **WAGES**

### **SECTION 11.1. General Wage Increases**

- a. Effective November 15, 2021, the base hourly wage rates of all employees covered by this Agreement will be increased by three dollars (\$3.00).
- b. Effective February 20, 2023, the base hourly wage rates of all employees covered by this Agreement will be increased by three percent (3.0%).
- c. Effective February 19, 2024, the base hourly wage rates of all employees covered by this Agreement will be increased by three percent (3.0%).
- d. Effective February 17, 2025, the base hourly wage rates of all employees covered by this Agreement will be increased by three percent (3.0%).
- e. Effective February 16, 2026, the base hourly wage rates of all employees covered by this Agreement will be increased by three percent (3.0%).

**SECTION 11.2** All employees covered by this Agreement on the active payroll as of February 14, 2022 shall receive a one-time lump sum bonus of one thousand dollars (\$1,000.00). Employees shall have the option of receiving their lump sum payment as regular earnings or may direct the payment to their 401k Plan account, subject to all applicable IRS and state law limitations and regulations.

## **ARTICLE 12** **VACATIONS/PAID TIME OFF (PTO)**

**SECTION 12.1.** Employees who have been continuously employed by the Company for a minimum of ninety (90) days will be eligible for vacation time and vacation pay in accordance with the schedule below. The vacation year will run concurrently with the calendar year.

During the first 90 days of employment, new employees shall not earn any vacation time or pay. After 90 days of employment, new employees shall be eligible for vacation time and pay pro-rated by the number of one-half (1/2) and full months remaining in the calendar year in which they complete 90 days of employment, rounded up to the nearest 4 hour increment. Such vacation time must be taken in the calendar year earned, or it shall be forfeited and not paid out.

Thereafter, employees will be credited with their allotted vacation time each January 1.

Employees may use these vacation hours prior to earning them, but if an employee leaves the Company voluntarily or is terminated for just cause, all vacation hours used, but not earned must be paid back to the Company, except as outlined in Section 12.4(a) below.

Any additional vacation time earned by an employee based on their years of service will be granted to them on their seniority date, however, such additional time may be taken beginning on January 1 of the calendar year in which the additional time will be earned. If an employee leaves the Company voluntarily or is terminated for just cause, except as outlined in Section 12.4(a) below, and has taken any time not yet earned, such time must be paid back to the Company.

Any vacation time not taken prior to the end of the calendar year shall be forfeited and not paid out.

<b>Employment Period</b>	<b>Vacation</b>
Up to 5 years	80 hours
5 to 9 years	120 hours
10 to 19 years	160 hours
20+ years	200 hours

**SECTION 12.2.** Vacation pay for employees shall be their hourly rate, without overtime, but including shift premium, as of the Monday of the week preceding the vacation. Vacation pay will be made at an employees' normal pay period for that week.

### **SECTION 12.3.**

**(a) Pre-Scheduled Vacation-**Employees must submit their vacation plans by February 1st each year. The Company will review the vacation requests and make every effort to grant each employee their requested vacation period. If conflicts arise, the team leader shall approve vacation time in accordance with the employee's seniority date. Team Leaders will not deny any employees request as long as the occupation has a minimum of 70% coverage, rounded up,

however at least one employee shall be permitted off. The Company will respond with vacation approvals or rescheduled requests no later than February 15th. Once the employee receives the vacation approval it can be changed only with the approval of the employee and the Company.

**(b) Remaining Vacation**-Employees may take the balance of their allotted vacation allowance, which has not been pre-scheduled under Section 12.3(a) above, on a first-come, first-served basis, provided they have advised their team leader in writing at least one (1) working day in advance when using eight (8) hours or more of vacation time, subject to the 70% rule.

**(c)** Vacation may be taken in one (1) hour increments, provided the employee has advised this/her supervisor prior to the start of shift. If an employee is already at work, and intends to use vacation time later that day, the employee must provide notice to his/her supervisor at least two (2) hours prior to when the employee wants to use vacation time.

**(d)** When vacation is taken in four (4) hour increments, such time must be taken consecutively in either the first or second half of the shift.

## **SECTION 12.4**

**(a)** Employees who leave the Company voluntarily, retire from the Company, decease during active employment shall receive the balance of their unused current year vacation entitlement, without pro-ration. Employees who leave the Company voluntarily or who are terminated for just cause during any given year shall receive a prorated portion of their earned but unused current year vacation entitlement at the time of departure prorated by the number of one-half (1/2) and full months worked since January 1 of that year.

**(b)** Employees laid off from the Company during any given year shall receive a prorated portion of their earned but unused current year vacation entitlement at the time of layoff prorated by the number of one-half (1/2) and full months worked since January 1 of that year. Such vacation pay shall be paid to the employee on or before the last pay period in January in the year following the layoff.

## **SECTION 12.5. Paid Time Off (PTO)**

New employees shall be eligible for 32 hours of PTO after 90 days of employment pro-rated by the number of one-half (1/2) and full months remaining in the calendar year in which they complete 90 days of employment, rounded up to the nearest 4-hour increment.

All employees reaching their second anniversary date in a calendar year shall be eligible for 32 hours of PTO beginning on January 1 of such calendar year.

All employees reaching their third or greater anniversary date in a calendar year shall be eligible for 56 hours of PTO beginning on January 1 of such calendar year.

Employees may use PTO hours prior to earning them, but if an employee leaves the Company voluntarily or is terminated for just cause, all PTO hours used, but not earned must be paid back to the Company, except as outlined in Section 12.5(i) below.

Any additional PTO time earned by an employee based on their years of service will be granted to them on their seniority date, however, such additional time may be taken beginning on January 1 of the calendar year in which the additional time will be earned. If an employee leaves the Company voluntarily or is terminated for just cause, except as outlined in Section 12.5(i) below, and has taken any time not yet earned, such time must be paid back to the Company.

Any PTO not taken prior to the end of the calendar year shall be paid to the employee on or before the last pay period in January following the year end in which the time was not taken.

- (a) PTO shall be paid at the employee's hourly rate, without overtime, but including shift premium.
- (b) PTO may be taken in one (1) hour increments, provided the employee has advised this/her supervisor prior to the start of shift. If an employee is already at work, and intends to use PTO time later that day, the employee must provide notice to his/her supervisor at least two (2) hours prior to when the employee wants to use PTO time.
- (c) When PTO is taken in four (4) hour increments, such time must be taken consecutively in either the first or second half of the shift.
- (d) PTO will not be paid for days on which the employee is compensated by virtue of Worker's Compensation, short or long term disability insurance, Holiday pay, Jury Duty, Bereavement, or Vacation Pay.
- (e) An employee may not take unpaid time off if he/she has unused PTO time available.
- (f) Employees who retire from the Company, or decease, shall receive the balance of their unused PTO entitlement, without pro-ration.
- (g) Employees who leave the Company voluntarily or who are terminated for just cause during any given year shall receive a prorated portion of their earned but unused PTO at the time of departure based on the rate of 1/12 of that PTO for each month worked since the prior January 1 of that calendar year.
- (h) Employees laid off from the Company during any given year shall receive a prorated portion of their earned but unused PTO at the time of layoff based on the rate of 1/12 of that PTO for each month worked since January 1 of that calendar year. Such PTO shall be paid to the employee on or before the last pay period in January in the year following the layoff.
- (i) PTO will not be paid for days on which the employee is compensated by virtue of Worker's Compensation, short or long term disability insurance, Holiday pay, Jury Duty, Bereavement, or Vacation Pay.

## **ARTICLE 13** **LEAVES OF ABSENCE**

**SECTION 13.1. Union Leave-**Members of the Union elected or appointed to Local or International Union office, UAW, AFL-CIO or another International Local Union affiliated with AFL-CIO, with assignments which take them from their employment with the Company shall, upon receipt by the Company of a written request from the Union (Local or International) as the case may be, receive temporary leave of absence for a period not to exceed three years. Such leave shall be extended for an additional period or periods upon receipt by the Company prior to the end of the leave of a written request the employee certifying to the continuation of his office or assignment and his consequent inability to return to work. Final approval of such leave is at the sole discretion of the Company. Approval will not be unreasonably denied.

**SECTION 13.2.** The condition of such leave of absence shall be that when such employment by the Union or its parent body shall terminate, such employee shall immediately report to the Company for reemployment and shall be re-employed by the Company on the same general type of work which he/she did last prior to his/her leave at the wage rate existing in the plant at the time of his/her return for the job on which he/she is reemployed.

**SECTION 13.3.** During such leave of absence such employee shall accumulate his seniority. The employee's service will accrue for vesting purposes only and will not receive benefit service. In the event the employee terminates before a combined service of five (5) years he/she will not be vested. Employees placed on leave shall be eligible for COBRA coverage at the time the leave commences. In the case of the President and/or Business Agent of Local 405 he/she shall accrue pension benefits. His/her reemployment shall be subject only to the condition that he/she is able to perform the duties required of him/her and that he/she will not have been subject to lay off under Section 7.7 had he/she been in the employ of the Company during the period of his/her absence.

**SECTION 13.4.** An employee elected as a Union delegate to a state or national convention shall be granted time off without pay in order to attend any such convention or meeting to which he/she has been elected or designated as a delegate.

**SECTION 13.5.** The Company will provide the Union with a copy of leaves of absence granted bargaining unit employees by the Company.

**SECTION 13.6. Personal Leave-**Upon prior written approval from the Company, an employee will be granted a personal leave of absence without pay for a period not to exceed thirty (30) days. Employees desiring such leave of absence shall submit their request in writing on forms supplied by the Company to the immediate team leader at least fifteen (15) days prior to the requested leave. During a personal leave, the employee shall pay all contributions normally required of active employees, which shall be remitted to the Company on a monthly basis, as billed. If an employee fails to make the required payment within 30 days, such benefits will be discontinued and the employee shall be provided COBRA rights.

Any extension of such leave must likewise have written approval from the Company.

In cases of emergency conditions, the Company will waive the fifteen (15) days' notice requirements. Such requests will be given immediate attention.

**SECTION 13.7. Medical Leave-Employee's Own Serious Medical Condition**-Employees with at least 90 days of service, with appropriate medical documentation, will be eligible for a medical leave of absence during their period of non-occupational disability for up to a maximum of 52 weeks in any 12-month rolling period measured backwards from the date each separate leave begins. The FMLA concept for measuring available leave shall be used so that each time an employee takes a leave, the maximum duration of the leave shall be 52 weeks minus any leave time taken during the preceding 12 months.

Employees with an occupational work- related disability shall be entitled to a two (2) year medical leave of absence beginning with the date of injury. Employees returning from leave must provide appropriate medical documentation to the Company before being allowed to return.

If an employee is unable to return to work at the conclusion of the leave period their employment will be terminated, except as may be provided under the Americans with Disabilities Act and/or the Connecticut Fair Employment Practices Act.

Any medical leave which is also covered by the federal or Connecticut FMLA, shall run concurrently with the medical leave outlined above, and such period will be governed by the provisions of the FMLA.

All benefits will continue during any medical leave period, however, during any week in which an employee is paid workers' compensation or long-term disability payments, the employee shall not be responsible for paying the active employee contribution for benefits elections. For all other weeks the employee is responsible for paying the active employee contribution for benefits elections.

**SECTION 13.8. Family Leave**-Employees who qualify for family leave under the provisions of the federal or Connecticut FMLA, including military exigency or service member care leave, will be granted any rights provided by the FMLA.

All benefits will continue during any family leave period, however, the employee shall be responsible for paying the active employee contribution for benefits elections.

**SECTION 13.9. Military Leave**-A military leave of absence will be granted to employees in accordance with all applicable state and federal laws.

Employees on military leave for two-week training assignments, and shorter absences, will be paid the difference between their normal base rate of pay for eight (8) hours each day and the pay (excluding expense pay) received while on military duty. Presentation of satisfactory military pay verification data is required for payment to be made.

The portion of any military leave in excess of two weeks will be unpaid, however, employees may use any available paid time off (PTO), or vacation, for the absence.

Health insurance will be continued in accordance with federal law. Employees performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 24 months; however, they will be required to pay up to 102 percent of the full premium. For military service of less than 31 days, health care coverage will be provided, with the employee paying the active employee contribution amount.

Other benefits will continue to accrue during military leaves of absence under the “escalator” principle, as defined by law.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on military leave must apply for reinstatement in accordance with all applicable laws.

## **ARTICLE 14** **SAFETY AND HEALTH**

**SECTION 14.1.** During the term of this labor agreement the Company and the Union agree to create a Joint Safety and Health Committee which will be made up of an equal number of members from the Union and from Salaried employees, and such members will represent the major work areas of the business. The purpose of this Committee will be to promote a safe and healthy work environment for all of its employees, to utilize preventive measures to keep the workers in the workplace safe from accident and injury, and to be in compliance with the Occupational Safety and Health Act of 1970 (known as OSHA).

**SECTION 14.2.** The Company will appoint a member of Management to Co-chair the Joint Committee. The Union President will appoint a member of the bargaining unit to Co-chair the Committee. The Union Co-chair will report directly to the Union President and keep him/her advised on safety issues. The Union Co-chair will appoint any new or replacement Bargaining Unit members as the need arises on the Safety Committee. The Company Co-chair will make all salaried appointments.

**SECTION 14.3.** The Co-Chairpersons will convene regular meetings to discuss safety issues and to make joint decisions beneficial to the health and safety of all parties concerned. Either party can convene a meeting due to an emergency situation as long as at least two days' notice is given to the other.

**SECTION 14.4.** The Co-Chairperson(s) as the need arises may be required to visit any department within the Company for the purpose of preventive health and safety measures unless it is a security sensitive area. They may also be required to visit any department for follow up on accident investigation. The Co-Chairperson(s) will meet with the Team Leader or representative of that department to discuss safety issues. The Team Leader of each department will cooperate fully with the Co-Chairperson(s), or other safety representatives, to assist in future accident prevention and/or safety and health violations. All time utilized by any Union member of the Joint Safety and Health Committee will be recorded.

**SECTION 14.5.** The Company and the Union agree that no action will be taken against any Bargaining Unit Member as a result of bringing safety and health issues to the attention of either party.

**SECTION 14.6.** Any changes to the Joint Safety and Health Committee will be done on a joint basis.

**SECTION 14.7.** Employees who are injured on the job will be paid for the balance of their scheduled hours for that day. Medical documentation is required prior to an employee being placed on light duty. If the injured employee returns on light duty they will be scheduled for eight (8) hours per day unless medical documentation supports their ability to work more or less than the eight (8) hours.

**SECTION 14.8. SECTION 14.8. Safety Shoe Reimbursement**-The available reimbursement for one pair of safety shoes that meets the ANSI Standard as determined by the Company's EHS Department is \$140.00 per contract year, beginning calendar year 2022. This amount, and any unused balance, may be carried forward to the next contract year for a single pair of safety shoes which costs more than the annual reimbursement. The balance may not exceed \$280.00 in any year of the contract. Employees with a balance as of the date of ratification must use the balance by December 31, 2021 or forfeit the balance.

**SECTION 14.9. Safety Glasses**-The parties agree that if an employee's safety glasses are broken or damaged at work, or if their prescription changes, the Company will replace them up to \$140.00 for up to one pair per year.

**SECTION 14.10. Medical Coverage**-First responders with basic first aid and CPR certifications will be assigned to all active shifts. In addition, first aid kits will be refurbished or new ones purchased and placed at strategic locations in the Company. Information will be furnished as to the locations of these kits.

**SECTION 14.11. Maintenance Department Clothes and PPE/Foul Weather Gear**-The Company will provide the skilled trades members of the Maintenance Department with the necessary personal protective equipment (PPE), including foul weather gear, to address maintenance functions.

**SECTION 14.12. Radio Policy**-Personal radios have a detrimental impact on quality, safety, productivity and or customer impression of our ability to produce quality products competitively. Because of these factors radios may be used under the Following conditions:

1. Radios must be placed so that they are not conspicuous to touring people.
2. Radios must be battery powered.
3. No earphones, headsets or external speakers.
4. Only music may be listened to.
5. Radio volume must be adjusted so that the sound produced is less than 5db above the background noise level when measured three (3) feet from the speaker. In no case will the volume exceed 80 db as measured by the meter.

**SECTION 14.13. Personal Electronic Devices**-Personal electronic devices such as cell phones, tablets, and laptops may only be used in non-work areas during non-work time, except to receive emergency calls, or conduct Company or Union business.

**SECTION 14.14. Tobacco/Nicotine Free Facilities**. The use of tobacco and/or nicotine products will be prohibited on Company property, except in designated locations as established by the Company. This "Tobacco/Nicotine-Free" environment will prohibit smoking, including e-cigarettes or vape products, or tobacco/nicotine use on the premises outside of the designated area, including parking lots, walkways and Company and employee vehicles. Employees may only be in the designated locations during their regular scheduled breaks and lunch break. Violators of this policy will be subject to discipline.

## **ARTICLE 15** **SKILLED TRADES**

**SECTION 15.1.** The following current occupations shall be paid the Skilled Trades Rate:

Senior Maintenance Mechanic;  
Maintenance Mechanic Specialist;  
Mechanical Product Troubleshooter; and  
Misc. Dept. Machinist (Former Department 91 employees)  
Welder

In the event the Company adds a new skilled trade's occupation it will be added to the list above.

**15.2.** Maintenance employees shall be paid their normal wage, including any shift premium, while attending work related courses approved by the Company. In addition, the cost of such coursework and any required licenses shall be paid by the Company

### **SECTION 15.3. Maintenance Department Seniority**

Layoffs and shift changes for skilled trades' employees in the maintenance department shall be done by seniority, regardless of occupation.

## **ARTICLE 16** **NONDISCRIMINATION**

It is and continues to be the policy of the Company and the Union that the provisions of this Agreement afford equal employment and advancement to all employees regardless of race, religious creed, color, sex, age, national origin, ancestry, sexual orientation, gender identity and expression, genetic information, marital status, or disability, and to conform to all applicable laws and regulations. This includes the employment and advancement of qualified individuals with disabilities, disabled veterans, and veterans of the Vietnam era.

It is also and continues to be the policy of the Company and the Union as part of its continuing affirmative action efforts and pursuant to the guidelines on sex discrimination issued by the Equal Employment Opportunity Commission, fully supports legislation to protect and safeguard the rights and opportunities of all people to seek, obtain and hold employment without subjection to sexual harassment or discrimination of any kind in the workplace.

The Company and the Union recognize their obligations under the American's With Disabilities Act. Notwithstanding any other provision of this Agreement to the contrary, the parties jointly agree that the Company may take all steps reasonably necessary to comply with the American's With Disabilities Act, including but not limited to providing reasonable accommodations to disabled employees, provided such accommodations do not conflict with the labor agreement.

## **ARTICLE 17** **PENSION AND SAVINGS PLAN**

**SECTION 17.1. Pension Plan**-Employees hired on or before February 26, 2011 by Goodrich Pump and Engine Control Systems or its predecessor(s), and who were actively participating in and accruing benefits under the United Technologies Corporation Employee Retirement Plan on the day before Triumph Group, Inc. purchased certain assets of Goodrich Pump and Engine Control Systems from United Technologies Corporation (such purchase date was March 18, 2013), shall continue to be eligible to participate in the Triumph Aerostructures-Vought Aircraft Division Pension Plan (EIN 51-0347963, PN 100).

On the basis of actuarial calculations made by an independent actuary appointed by the Board of Administration, the annual funding of the Pension Plan shall be in accordance with the minimum funding standards of the Employee Retirement Income Security Act of 1974 (ERISA).

### **Pension Benefits**

- a.** The normal retirement benefit for employees eligible to participate in the Triumph Aerostructures-Vought Aircraft Division Pension Plan shall be \$51.00 per month for each year of accredited service earned since Triumph Group, Inc. purchased certain assets of Goodrich Pump and Engine Control Systems from United Technologies Corporation (such purchase date was March 18, 2013). The total number of years of accredited service used to determine the Normal Retirement Pension under the Triumph Aerostructures-Vought Aircraft Division Pension Plan shall be capped on March 21, 2021. Once an employee reaches the cap, they shall not accrue any additional accredited years of service, and their pension multiplier shall be frozen at the multiplier in effect on the date they reach the cap.
- b.** Early retirement benefits will be unreduced for those retiring between the ages of 62 and 64. For employees retiring between the ages of 55 and 61 the reduction factor for early retirement will be a flat 5% per annum, with such reduction applied for each year benefits begin before age 62. The unreduced benefit for those retiring between the ages of 62 and 64, and the reduction factor for those retiring between the ages of 55 and 61 shall only apply to pension plan participants who qualify for an “Early Retirement Pension” as such term is defined under the provisions of the Triumph Aerostructures – Vought Aircraft Division Pension Plan.
- c.** The early commencement reduction factor for pension plan participants who do not qualify for an Early Retirement Pension shall be 5% per annum between the ages of 55 and 64, with such reduction applied for each year benefits begin before age 65.

**SECTION 17.2 Company Sponsored 401k Plan.** Employees may participate in the Company-sponsored 401(k) Plan upon successful completion of the Plan's eligibility requirements. Participating employees who are not accruing a benefit under a Company-sponsored defined benefit pension plan will be eligible for Company-matching contributions as set forth below:

Total Tax-deferred Contributions by Employee	Company Matching Percentage
Contributions up to 6%	50%
Contributions over 6%	No match given

Company matching contributions may be invested in the same investment options as employee 401(k) contributions.

All funds, including Company-paid matching contributions are vested immediately. Upon termination or retirement these funds, to the extent vested, may be distributed under the rules of the Plan or rolled over into an IRA or another qualified plan that accepts contributions.

Should the Company increase matching contributions for non-represented employees at the West Hartford location during the life of this Agreement, bargaining unit employees shall receive the same increase in Company matching contributions. Should increase be subsequently decreased, the Union match will not decrease below the above table.

## **ARTICLE 18**

### **HEALTH AND WELFARE BENEFITS**

Effective January 1, 2022, the Company will offer UAW-represented employees a health and welfare benefits plan providing for medical, prescription drug, dental, vision, short and long-term disability, life insurance, and other coverage as may be applicable, under the Company sponsored Welfare Plan (the Company Plan). Benefits under the Company Plan may be amended, changed or terminated at any time, so long as the amendments, changes or terminations also apply to the Company's non-represented employees at the West Hartford location who are eligible for benefits under the Company Plan. The specific provisions and procedures governing choice of carrier, administrator, eligibility, enrollment, benefit plan design, employee contributions, copays, limits, deductibles, or any other aspects of the Company Plan will apply equally to UAW-represented and non-represented employees at the West Hartford location.

**A. Medical Leave of Absence.** A medical leave of absence for a short and/or long-term disability may be granted to an employee when a serious health condition(s) prohibits the employee from performing the employees' assigned function(s). A request for a Medical Leave of Absence requires a certification from the health care provider responsible for the care of the condition for which the leave is granted. An employee returning from a medical leave of absence must report to medical at the beginning of the shift on the release date where the employee shall present a full release to return to work from the health care provider. An employee who fails to report upon being released to return to work is considered to have voluntarily quit in accordance with Article 7.4.

**B. Worker's Compensation Insurance.** The Company provides a comprehensive workers' compensation insurance program at no cost to the employee pursuant to applicable state laws. The administration of the workers' compensation program, including choice of carrier, administrator and all other matters associated with the administration of the workers' compensation shall be exclusively determined by the Company. The workers' compensation plan may be amended or changed, so long as the amendments or changes also apply to the Company's non-represented employees at the West Hartford location.

Any employee who experiences an injury/incident that may be compensable under workers' compensation is required to report said injury/incident to his immediate supervisor immediately, or no later than the end of his shift on the day on which the injury/incident occurred.

**C. Total and Permanent Disability Benefit.** Employees who become totally and permanently disabled prior to age 60 will be eligible for a lump sum benefit equal to 40% of their life insurance death benefit, with the balance paid in twelve (12) monthly installments.

## **ARTICLE 19**

### **DEFINITIONS**

1. Whenever the terms “he/his” or “her/hers” are used they shall mean “employee”.
2. “Qualified” means the employee has held the occupation at the West Hartford location for at least six (6) months.
3. “Capable” means the employee possess the aptitude to perform the work to be assigned as set forth in the Job Description.
4. “Able” means the employee has the skills and experience to perform the work within thirty (30) days of being placed in the occupation.

## **ARTICLE 20**

### **SCOPE OF THE AGREEMENT**

This Agreement supersedes rules, regulations or customs heretofore established which may be in conflict with the specific provisions of this Agreement. It is recognized that there may be in existence specific practices or customs which reflect detailed application of the subject matter within the scope of this Agreement and which are consistent with it.

It would be impractical to set forth in this Agreement all of these practices and customs, or to state specifically which of these matters should be changed or eliminated. It is agreed, therefore, that practices of this nature shall remain in effect for the term of this Agreement except as they are changed or eliminated in accordance with the paragraph below.

The Company will meet with the Union to negotiate changes or eliminate any practice or custom which adversely impacts the Company's flexibility, productivity or cost or if the basis for the existence of the practice or custom is changed or eliminated, thereby making it unnecessary to continue the practice or custom.

## **ARTICLE 21**

### **DURATION**

**SECTION 21.1.** This agreement shall be in full force and effect until October 31, 2026, 11:59 p.m.

**SECTION 21.2.** Should either the Company or the Union wish to amend, modify or terminate this agreement at the expiration date hereof, said party shall, at least sixty (60) days prior to the expiration date, notify the other party by registered letter of said desire to amend, modify or terminate this agreement, whereupon, not later than five (5) days after receipt of such notice a conference shall be held between the representatives of the Company and the Union for the purpose of discussing amendment, modification or termination of this Agreement.

**SECTION 21.3.** Should neither party so notify the other of a desire to amend, modify or terminate this agreement, it shall automatically extend itself for an additional period of one year when the procedure for amendment, modification or termination shall be as outlined in Section 2 of this article; this agreement shall be automatically extended from year to year should neither party notify the other of a desire to amend, modify or terminate this agreement.

## APPENDIX A

### LABOR GRADES, OCCUPATIONS AND WAGE RATES

Labor Grades and Occupations - 11/15/21										
Step	Time	LG 8	LG 9	LG 10	LG 11	LG 12	LG 13	LG 14	LG 15	LG 16
		Maint Helper-D294		Mat Handler/Rec Clerk-D214	Machinist -D70	All Around Elect/Test Inspector-D207	Sr Material Handler-D214	Inspector-All Around-DSQR-D207	Mechanical Product Troubleshooter-D80	Misc Dept Machinist-D90s
						All Around Operator-D79	Level II NDT Inspector-D207			
						Component Cell Machinist-D70	Senior Machinist-D70			
						Electronics Assembler/Tester-D240	CMM Operator			
						Inspector-Plant Wide Ops-D 207				
						Inspector-TD Gage-D205				
						Mechanical Product Associate-D80				
						Level I NDT Inspector-D207				
						Tool Grinder/Gage Coord-D210				
						Tool Grinder-D210				
1	Start	\$21.58	\$21.58	\$21.58	\$21.58	\$22.44	\$22.44	\$22.44	\$22.44	\$42.61
2	12 months	\$24.58	\$24.58	\$24.58	\$24.58	\$25.44	\$25.44	\$25.44	\$25.44	
3	4 months	\$25.87	\$25.61	\$25.59	\$25.63	\$26.41	\$26.58	\$26.75	\$27.18	
4	4 months	\$27.16	\$26.64	\$26.60	\$26.68	\$27.38	\$27.72	\$28.06	\$28.92	
5	4 months	\$28.45	\$27.67	\$27.61	\$27.73	\$28.35	\$28.86	\$29.37	\$30.66	
6	4 months	\$29.77	\$28.70	\$28.62	\$28.78	\$29.32	\$30.00	\$30.68	\$32.40	
7	4 months	\$29.73	\$29.63	\$29.83	\$29.83	\$30.29	\$31.14	\$31.99	\$34.14	
8	4 months	\$30.81	\$30.64	\$30.88	\$31.26	\$32.28	\$33.30	\$35.88		
9	4 months			\$31.70	\$31.93	\$32.23	\$33.42	\$34.61	\$37.62	
10	4 months				\$32.99	\$33.20	\$34.56	\$35.92	\$39.36	
11	4 months					\$34.16	\$35.74	\$37.27	\$41.08	
Start Rate for selected occupations										
Company reserves the right to select the starting step for any occupation and any employees currently in the occupation shall be brought up to the new starting step										

Labor Grades and Occupations - 2/20/23										
Step	Time	LG 8	LG 9	LG 10	LG 11	LG 12	LG 13	LG 14	LG 15	LG 16
		Maint Helper-D294		Mat Handler/Rec Clerk-D214	Machinist -D70	All Around Elect/Test Inspector-D207	Sr Material Handler-D214	Inspector-All Around-DSQR-D207	Mechanical Product Troubleshooter-D80	Misc Dept Machinist-D90s
						All Around Operator-D79	Level II NDT Inspector-D207			
						Component Cell Machinist-D70	Senior Machinist-D70			
						Electronics Assembler/Tester-D240	CMM Operator			
						Inspector-Plant Wide Ops-D 207				
						Inspector-TD Gage-D205				
						Mechanical Product Associate-D80				
						Level I NDT Inspector-D207				
						Tool Grinder/Gage Coord-D210				
						Tool Grinder-D210				
1	Start	\$22.23	\$22.23	\$22.23	\$22.23	\$23.11	\$23.11	\$23.11	\$23.11	\$43.89
2	12 months	\$25.23	\$25.23	\$25.23	\$25.23	\$26.11	\$25.44	\$26.11	\$26.11	
3	4 months	\$26.59	\$26.31	\$26.29	\$26.32	\$27.12	\$26.86	\$27.47	\$27.91	
4	4 months	\$27.95	\$27.39	\$27.35	\$27.41	\$28.13	\$28.28	\$28.83	\$29.71	
5	4 months	\$29.31	\$28.47	\$28.41	\$28.50	\$29.14	\$29.70	\$30.19	\$31.51	
6	4 months	\$30.66	\$29.55	\$29.47	\$29.59	\$30.15	\$31.12	\$31.55	\$33.31	
7	4 months	\$30.63	\$30.53	\$30.68	\$31.16		\$32.54	\$32.91	\$35.11	
8	4 months	\$31.73	\$31.59	\$31.77	\$32.17		\$33.96	\$34.27	\$36.91	
9	4 months			\$32.65	\$32.86	\$33.18	\$35.38	\$35.63	\$38.71	
10	4 months				\$33.98	\$34.19	\$36.80	\$36.99	\$40.51	
11	4 months					\$35.18	\$36.81	\$38.39	\$42.31	
Start Rate for selected occupations										
Company reserves the right to select the starting step for any occupation and any employees currently in the occupation shall be brought up to the new starting step										

Labor Grades and Occupations - 2/19/24											
Step	Time	LG 8	LG 9	LG 10	LG 11	LG 12	LG 13	LG 14	LG 13	LG 14	
		Maint Helper-D294		Mat Handler/Rec Clerk-D214	Machinist -D70	All Around Elect/Test Inspector-D207	Sr Material Handler-D214	Inspector-All Around-DSQR-D207	Mechanical Product Troubleshooter-D80	Misc Dept Machinist-D-90s	
						All Around Operator-D79	Level II NDT Inspector-D207		Sr Maintenance Mechanic-D265		
						Component Cell Machinist-D70	Senior Machinist-D70		Maintenance Mechanic Specialist-D265		
						Electronics Assembler/Tester-D240	CMM Operator		Welder		
						Inspector-Plant Wide Ops-D 207					
						Inspector-TD Gage-D205					
						Mechanical Product Associate-D80					
						Level I NDT Inspector-D207					
						Tool Grinder/Gage Coord-D210					
						Tool Grinder-D210					
1	Start	\$22.90	\$22.90	\$22.90	\$22.90	\$23.80	\$23.80	\$23.80	\$23.80	\$45.21	
2	12 months	\$25.90	\$25.90	\$25.90	\$25.90	\$26.80	\$26.80	\$26.80	\$26.80		
3	4 months	\$27.32	\$27.05	\$27.00	\$27.04	\$27.85	\$28.03	\$28.22	\$28.66		
4	4 months	\$28.74	\$28.20	\$28.10	\$28.18	\$28.90	\$29.26	\$29.64	\$30.52		
5	4 months	\$30.16	\$29.35	\$29.20	\$29.32	\$29.95	\$30.49	\$31.06	\$32.38		
6	4 months	\$31.58	\$30.50	\$30.30	\$30.46	\$31.00	\$31.72	\$32.48	\$34.24		
7	4 months	\$31.65	\$31.40	\$31.60	\$32.05	\$32.95	\$33.90	\$36.10			
8	4 months		\$32.80	\$32.50	\$32.74	\$33.10	\$34.18	\$35.32	\$37.96		
9	4 months			\$33.63	\$33.88	\$34.15	\$35.41	\$36.74	\$39.82		
10	4 months				\$35.00	\$35.20	\$36.64	\$38.16	\$41.68		
11	4 months					\$36.24	\$37.91	\$39.54	\$43.58		
Start Rate for selected occupations											
Company reserves the right to select the starting step for any occupation and any employees currently in the occupation shall be brought up to the new starting step											

Labor Grades and Occupations - 2/17/25											
Step	Time	LG 8	LG 9	LG 10	LG 11	LG 12	LG 13	LG 14	LG 13	LG 14	LG 14
		Maint Helper-D294		Mat Handler/Rec Clerk-D214	Machinist -D70	All Around Elect/Test Inspector-D207	Sr Material Handler-D214	Inspector-All Around-DSQR-D207	Mechanical Product Troubleshooter-D80	Misc Dept Machinist-D-90s	
						All Around Operator-D79	Level II NDT Inspector-D207		Sr Maintenance Mechanic-D265		
						Component Cell Machinist-D70	Senior Machinist-D70		Maintenance Mechanic Specialist-D265		
						Electronics Assembler/Tester-D240	CMM Operator		Welder		
						Inspector-Plant Wide Ops-D 207					
						Inspector-TD Gage-D205					
						Mechanical Product Associate-D80					
						Level I NDT Inspector-D207					
						Tool Grinder/Gage Coord-D210					
						Tool Grinder-D210					
1	Start	\$23.59	\$23.59	\$23.59	\$23.59	\$24.51	\$24.51	\$24.51	\$24.51	\$46.57	
2	12 months	\$26.59	\$26.59	\$26.59	\$26.59	\$27.51	\$27.51	\$27.51	\$27.51		
3	4 months	\$28.08	\$27.79	\$27.74	\$27.77	\$28.60	\$28.79	\$28.98	\$29.44		
4	4 months	\$29.57	\$28.99	\$28.89	\$28.95	\$29.69	\$30.07	\$30.45	\$31.37		
5	4 months	\$31.06	\$30.19	\$30.04	\$30.13	\$30.78	\$31.35	\$31.92	\$33.30		
6	4 months	\$32.53	\$31.39	\$31.19	\$31.31	\$31.87	\$32.63	\$33.39	\$35.23		
7	4 months		\$32.59	\$32.34	\$32.49	\$32.96	\$33.91	\$34.86	\$37.16		
8	4 months		\$33.78	\$33.49	\$33.67	\$34.05	\$35.19	\$36.33	\$39.09		
9	4 months			\$34.64	\$34.85	\$35.14	\$36.47	\$37.80	\$41.02		
10	4 months				\$36.05	\$36.23	\$37.75	\$39.27	\$42.95		
11	4 months					\$37.33	\$39.05	\$40.73	\$44.89		
Start Rate for selected occupations											
Company reserves the right to select the starting step for any occupation and any employees currently in the occupation shall be brought up to the new starting step											

Labor Grades and Occupations - 2/16/26										
Step	Time	LG 8	LG 9	LG 10	LG 11	LG 12	LG 13	LG 14	LG 15	LG 16
		Maint Helper-D294			Machinist-D70	All Around Elect/Test Inspector-D207	Sr Material Handler-D214	Inspector-All Around-DSQR-D207	Mechanical Product Troubleshooter-D80	Misc Dept Machinist-D90s
						All Around Operator-D79	Level II NDT Inspector-D207			
						Component Cell Machinist-D70	Senior Machinist-D70			
						Electronics Assembler/Tester-D240	CMM Operator			
						Inspector-Plant Wide Ops-D 207				
						Inspector-TD Gage-D205				
						Mechanical Product Associate-D80				
						Level I NDT Inspector-D207				
						Tool Grinder/Gage Coord-D210				
						Tool Grinder-D210				
1	Start	\$24.30	\$24.30	\$24.30	\$24.30	\$25.25	\$25.25	\$25.25	\$25.25	\$47.97
2	12 months	\$27.30	\$27.30	\$27.30	\$27.30	\$28.25	\$28.25	\$28.25	\$28.25	
3	4 months	\$28.85	\$28.55	\$28.50	\$28.53	\$29.38	\$29.58	\$29.77	\$30.25	
4	4 months	\$30.40	\$29.80	\$29.70	\$29.76	\$30.51	\$30.91	\$31.29	\$32.25	
5	4 months	\$31.95	\$31.05	\$30.90	\$30.99	\$31.64	\$32.24	\$32.81	\$34.25	
6	4 months	\$33.51	\$32.30	\$32.10	\$32.22	\$32.77	\$33.57	\$34.33	\$36.25	
7	4 months		\$33.55	\$33.30	\$33.45	\$33.90	\$34.90	\$35.85	\$38.25	
8	4 months		\$34.79	\$34.50	\$34.68	\$35.03	\$36.23	\$37.37	\$40.25	
9	4 months				\$35.68	\$35.91	\$36.16	\$37.56	\$38.89	\$42.25
10	4 months					\$37.13	\$37.29	\$38.89	\$40.41	\$44.25
11	4 months						\$38.45	\$40.22	\$41.95	\$46.24
Start Rate for selected occupations										

Company reserves the right to select the starting step for any occupation and any employees currently in the occupation shall be brought up to the new starting step.

## **APPENDIX B** **POLICY STATEMENTS**

The following policy statements are the only policy statements that exist between the parties, and there are no other policies or letters of agreement that exist outside the Agreement.

### **Joint Productivity Committee**

The Company and the Union agree to continue the Joint Productivity and Employment Security Committee comprised of two (2) representatives chosen by the Company and two (2) representatives chosen by the Union. The Company and Union may request to bring an additional representative to discuss relevant issues if necessary. The Committee will meet at least once each quarter to explore ways to reduce costs, improve efficiencies, review production standards, identify future Continuous Improvement events, and identify opportunities to reduce waste in order to retain and possibly enlarge the volume of bargaining unit work.

### **High Performance Teams (HPT)**

The Company and the Union are committed to the growth and improvement of the West Hartford site. To that end, the Company has established High Performance Teams (HPT) designed to be a cross-discipline team that is empowered to improve processes, solve complex problems, or achieve a set of challenging business objectives across the value stream. Bargaining unit member participation in HPTs are a key to their success and, as such, all employees will participate in an HPTs when identified as a team member.

### **Continuous Improvement**

Triumph's lean manufacturing environment is achieved by using Continuous Improvement tools. During Continuous Improvement events a team of employees works to identify waste, and opportunities to eliminate it. The team uses techniques like brainstorming, process mapping, 5S, valuestream mapping and detailed operational analysis etc., to identify and eliminate non-value added activities for the most efficient workflow.

The parties have agreed that during Continuous Improvement events team members participating in that event may be required to perform additional tasks spelled out below in the Continuous Improvement Event Job Task Matrix. Tasks that require specific skills, safety training/awareness, etc., will continue to be performed by the appropriate skilled employees. During the Continuous Improvement event, the team members are authorized and empowered to effect changes on their assigned processes, standard procedures, work rules, and relocation of various tools, equipment, and materials.

Notice of all CI events and workshops are and will continue to be posted on department policy deployment boards. In addition, event scope sheets for all Continuous Improvement events and workshops involving Bargaining Unit employees will be available upon request.

Always put safety first and practice safe working habits.

## Continuous Improvement Event Job Task Matrix

(Outlines jobs that may be performed by any team member and jobs that can only be performed by Maintenance)

TASK	MAINT	OTHER	COMMENTS
Move tables, chairs, fans, table equipment, small tools, etc.	Y	Y	No special equipment/ training required.
Sweep/mop floors, remove taped lines, hand wash walls, equipment, general prep, etc.	Y	Y	No special equipment/ training required.
Hand paint rails, small equipment, etc.	Y	Y on a volunteer basis	No special equipment/ training required.
Unbolt small items from benches, etc.	Y	Y	No special equipment/ training required.
Assembly/Disassembly of rack systems	Y	Y	No special equipment/ training required.
Operation of motorized or mechanized equipment or any aid to move heavy or oversized objects	Y	N	Requires certification/ training
Dismantle/ disassemble equipment	Y	N	Specialized/ safety
Disconnect hard-wired electrical	Y	N	Specialized/ safety
Install electrical circuits/hardware	Y	N	Specialized/ safety
Disassembly/ installation of electronics	Y	N	Specialized/ safety
Disposal/Handling of Hazardous materials	Y	N	Specialized/ safety
Lockout/Tagout procedures	Y	N	Specialized/ safety
Confined space entry/work	Y	N	Specialized/ safety
Construction	Y	N	Specialized/ safety
Overhead working situations	Y	N	Specialized/ safety
Welding	Y	N	Specialized/ safety
Certified procedures	Y	N	Specialized/ safety
Small equipment installations	Y	N	Specialized/ safety

### **Company policy in discussing changes in working conditions**

Company representatives state that the Company's policy will continue as it relates to informing and discussing with the Union changes in working conditions which may affect members of the bargaining unit.

### **Employee Communications**

The Company will regularly communicate with employees about wellness, CI, business performance, and other information pertinent to the business and employee benefits, using multiple communication channels such as bulletin boards, meetings, and electronic media.

### **Multi-Tasking and Multi-Skill Training**

For all job combinations, multi-tasking is only to be used where it is safe and feasible to produce a quality product at a normal working pace under normal working conditions.

The Company agrees to provide the Union with a training schedule for each employee in the machining centers where multi-skill training is necessary.

### **Training Policy**

The Company and the Union recognize that it is in their collective and mutual interest to have a highly cross-trained workforce that can easily be redirected to quickly respond to production demands. The Company and the Union agree that it is the responsibility of the Company to enable and provide for employee training and the responsibility of all employees to share their relevant job knowledge with other employees and willingly accept training.

### **Temporary Employees**

While it is the goal of the Company to eliminate the use of temporary employees, there are occasions when they are necessary. The Company may hire temporary employees to fill vacancies due to vacation, illness, leaves of absence, open requisitions, and to cover peak production periods or perform training. Preference shall be given to former Union employees who are retired from the Company. Temporary employees hired after the effective date of this Agreement shall be paid not less than the first step nor more than the top step of the job to which they are assigned. Such temporary employees shall not receive any benefits. A temporary employee may be employed for up to 180 consecutive calendar days.

At the end of the 180 day period, the Company will discuss with the Union the possibility of posting the job. Any extension beyond the 180 day periods must be agreed to by the Union. The work schedule of a temporary employee shall be determined by the Company. Temporary employees shall pay Union dues equal to current deductions each month, plus, a Union initiation fee, if applicable. Current employees will not be permitted to bid on temporary jobs.

### **Subcontracting**

There will be two representatives appointed by the Union to serve on the Maintenance Committee. The Maintenance Committee will meet weekly, or whenever contractors are expected to be in the plant to perform maintenance work.

In any maintenance subcontracting issue, the management team must go through this committee. The main goal is to keep the work in house and work with the management team for alternatives to subcontracting.

Before subcontractors are brought into the plant to perform maintenance work, the Company will endeavor to use maintenance employees to perform the work. When, in the opinion of the Company, subcontractors are necessary, they may be brought into the plant and all maintenance employees shall be scheduled for two (2) hours of overtime on the weekday(s) a contractor is brought into the plant, and six (6) hours of overtime on the weekend day(s) a contractor is brought into the plant, unless the subcontractors are brought in for construction projects, or where the type or scale of work has not historically been performed internally, or where liability issues arise, or where special skills, equipment, or licenses are required that maintenance employees do not possess.

### **Right to Negotiate**

The Company agrees that the National Labor Relations Act does not preclude in future negotiations between the parties, the bargaining over any issue that was resolved in prior negotiations.

### **New Hire Orientation**

The Company agrees to make a thirty (30) minute time segment at the end of new hire orientation for the Union to speak privately with hourly represented employees.

## **APPENDIX C**

### **DEPARTMENT CLOSURES, OUTSOURCING AND WORK RELOCATION**

#### **Negotiating Committee**

The Company shall inform the Union President and the Shop Chairperson of any tentative decision to close a department, or any relocation or outsourcing of bargaining unit work which will directly result in the layoff of bargaining unit members. No decision to close a department or relocate or outsource work that directly results in the layoff of bargaining unit employees shall be implemented for a period of thirty (30) days, during which time the Company shall meet with the Negotiating Committee for the purposes of discussing alternatives (the “problem solving period”). The Company and Union will explore all means possible in an effort to keep the work in house or provide alternative work equal to the pre-outsourcing volume.

The Company shall provide the Negotiating Committee with all relevant information it relied on to make its tentative decision and the thirty (30) day problem solving period shall not begin until the Union receives such information.

In the event that the parties do not agree at the conclusion of the 30 day problem solving period, the Union may challenge whether the proposed outsourcing, relocation, and/or closure will result in significant cost savings by demanding binding arbitration within fourteen (14) days of the conclusion of the problem solving period. The party demanding arbitration must promptly request that the American Arbitration Association, unless the parties mutually agree to substitute another arbitration agency, provide a list of potential arbitrators. The arbitrator shall convene a hearing not more than thirty (30) business days following his/her appointment and render an award within twenty (20) calendar days of the conclusion of the hearing. The cost of arbitration will be borne equally by the parties. No decision challenged in arbitration shall be implemented before the arbitrator renders his/her binding decision.

The Company will not dispose of machinery or facilities for the purpose of enabling itself to subcontract or relocate work currently performed by the bargaining unit employees. The Company will not use natural attrition or retirements as an excuse to out-source or relocate work nor shall the Company outsource or relocate work for the purpose of limiting bargaining unit employees to a 40 hour week.

Nothing herein shall restrict the Company’s right to reduce the work force in any department due to reductions in volume. The Union will rigorously support the Company’s continuing kaizen and other lean manufacturing efforts throughout the Company; however, no Union member will be laid off or otherwise terminated as a result of Kaizen, Continuous Improvement or job consolidations during the term of this Agreement.

## **APPENDIX D**

### **COMPANY HEALTH AND WELFARE PLANS**

Notwithstanding any other language in this agreement, employee premiums under the low-cost medical plan option shall not increase by more than 10% in any single year during the term of this agreement. For this purpose, the annual increase in employee premiums shall be measured and limited separately for each combination of coverage tier (for example, employee-only, employee plus family) and pay tier (for example, under \$50,000, \$50,000 - \$100,000).

In the event that during the term of this agreement the family out of pocket maximum under the low-cost medical plan option that applies for a calendar year is greater than the family out of pocket maximum for the low-cost medical plan option that applies for the prior calendar year, the Company will provide a lump sum payment equal to the difference between the family out of pocket maximums under the low-cost medical plan option for the two calendar years. Such lump sum shall be payable to all active employees as of the January 1 within the calendar year for which the family out of pocket maximum for the low-cost medical plan option increased. Such lump sum payments, minus all lawful deductions, shall be paid as soon as administratively practicable following the beginning of the calendar year for which the family out of pocket maximum for the low-cost medical plan option increased. Employees shall have the option of receiving their lump sum payment as regular earnings, or may direct the payment, to their HSA, if applicable, or their 401k Plan account, subject to all applicable IRS and state law limitations and regulations.

Employees covered by this Agreement will not be subject to the spousal surcharge.

## **SETTLEMENT AGREEMENT**

TRIUMPH ENGINE CONTROL SYSTEMS, INC. and AMALGAMATED LOCAL 405 of the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), having negotiated in good faith for a collective bargaining agreement to succeed the 2016-2021 Agreement expiring on October 30, 2021 agree to the terms outlined in the Memorandum of Agreement dated October 30, 2021, which the Negotiating Committee has read and accepts in its entirety.

The foregoing was accepted at a ratification meeting of the members of the Bargaining Unit held on Sunday, October 31, 2021.

The Union Negotiating Committee, individually and as a Committee, agreed to and unanimously recommended the terms of the Memorandum of Agreement to the members of the Bargaining Unit.

Agreed to this 31<sup>st</sup> day of October 2021.

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