

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

***VERTEX AEROSPACE LLC
C-12 EDWARDS AFB, CA***

AND

***INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO
DISTRICT LODGE 725
LOCAL LODGE 727P***

EFFECTIVE DATE: December 1, 2020 – November 30, 2023

Table of Contents

1.00 – INTENT, RECOGNITION, PURPOSE AND PREAMBLE	1
2.00 - MANAGEMENT RIGHTS	1
3.00 - BULLETIN BOARDS	2
4.00– UNION SECURITY/DUES CHECK-OFF	3
5.00 - NO STRIKE/NO LOCKOUT	4
6.00 – REPRESENTATION/STEWARDS	5
7.00 - GRIEVANCE AND ARBITRATION PROCEDURE	5
8.00 - DISCHARGE AND DISCIPLINE	8
9.00 - SENIORITY	8
10.00 - HOURS OF WORK/OVERTIME	10
11.00 – SHIFT ASSIGNMENT/SHIFT PREFERENCE	11
12.00 - NON-BARGAINING UNIT PERSONNEL	12
13.00 – UNIFORMS/SAFETY SHOES	12
14.00 - WAGE RULES	13
15.00 - HOLIDAYS	13
16.00 – VACATIONS	14
17.00 - PERSONAL PAID TIME (PPT)	15
18.00 -- GROUP INSURANCE	16
19.00 – MASTER SAVINGS PLAN	19
20.00 - LEAVES OF ABSENCE	20
21.00 - TEMORARY DUTY ASSIGNMENTS	21
22.00 - GENERAL	23
23.00 – SECURITY	24
ARTICLE 24.0 - DURATION	25
APPENDIX A	26

1.00 – INTENT, RECOGNITION, PURPOSE AND PREAMBLE

1.01 This Agreement is made and entered into this **1st day of December 2020**, by and between **Vertex Aerospace, LLC** (hereinafter referred to as the "Company") and the International Association of Machinists and Aerospace Workers, AFL-CIO, and its Local No. 727P (hereinafter jointly and severally referred to as the Union).

1.02 **Vertex Aerospace, LLC** (the Company) recognizes the International Association of Machinists and Aerospace Workers (the Union) certified by the National Labor Relations Board, Case 31-RC-193725 on March 23, 2017, as the exclusive representative and bargaining agent with respect to rates of pay, wages, hours and other conditions of employment for the bargaining unit comprised of all regular full-time and part-time Lead Mechanics, Aircraft Mechanics, Avionic Technicians and Material Coordinators at Edwards Air Force Base, Edwards, CA (Department 53150), Contract #FA8106-17-D-0001.

The word “employee” or “employees,” as used in the Agreement means all employees of the Company employed at the location listed above, in the job classifications listed in Appendix A of the Agreement.

Excluded from the unit are all office clerical employees, professional employees, guards, and supervisors as defined in the Act.

1.03 The Company acknowledges the Union's rights specifically designated by the terms of this Agreement, as the employee’s representative. The Union recognizes its duty to cooperate in any reasonable manner with the Company to support its efforts to assure a productive workforce, to cooperate in combating any practices which decrease efficiency and to maintain standards of quality and service to the customer.

2.00 - MANAGEMENT RIGHTS

2.01 Except as otherwise specifically provided in this Agreement, the Union recognizes and agrees that the management and control of the Company's business, operations, work force and facilities are exclusively vested in the management of the Company. The Company has the right to plan, direct and control the Company's business, methods, operations and work force; to hire, promote, transfer, and layoff employees and for just cause to demote, discipline, suspend or discharge employees; and the right to determine the work to be performed, schedules of work and all services, processes and standards and to meet the requirements of any law, regulation, contractual requirement, or other stated requirement of the customer or other Government agencies; and the right to make reasonable rules concerning attendance, work procedures and standards, drug abuse, alcohol abuse, safety, security, and other rules, that are not in conflict with this Agreement, by which all employees shall abide. It is not intended by the above recitation to limit any of the usual functions of management or to define all such functions. All matters which are not specifically covered by this Agreement are solely functions and responsibilities of management.

The listing of specific rights in this agreement is not intended to be nor shall be restrictive of or a waiver of any of the rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Company in the past.

Any claim that the Company has exercised such right and power contrary to the provisions of this Agreement may be taken up as a grievance.

- 2.02 When new Bargaining Unit jobs are required that cannot be properly encompassed within an existing job classification, the Company will notify the Union of the requirements and will establish the duties and responsibilities of the job, and the rate of pay for the job, and will inform the Union thereof. Should the Union disagree with the rate of pay, it may grieve the rate of pay under the grievance and arbitration procedures established in this Agreement. The issue for the Arbitrator in such cases shall be “What is the appropriate rate for the job classification?”, and the Arbitrator’s decision shall be limited to either the specific rate proposed by the Company, or the specific rate proposed by the Union.
- 2.03 The Company has the right to subcontract out work where the Company determines that such work cannot be performed by employees covered by this Agreement due to lack of skills, tools, equipment, or availability of manpower, or as required by its contracting customer. The Company agrees that, during the term of the Agreement, no work currently performed by the employees in the bargaining unit will be subcontracted.

3.00 - BULLETIN BOARDS

- 3.01 Union Bulletin Boards. The Company will provide one (1) Union bulletin board for the Union to post official business of the Union, as provided by the Business Representative or Steward. Legitimate Union notices can include:
- a. Meeting notices
 - b. Official Union election results
 - c. Notices of Union appointments
 - d. Union social events

All notices not listed above must be approved, in advance, by Management. Should the bargaining unit expand, the Company and Union shall meet to consider adding additional bulletin boards.

4.00– UNION SECURITY/DUES CHECK-OFF

4.01 Conditions of Employment:

- a. An employee in the bargaining unit on the effective date of this Agreement who is a member of the Union shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.
- b. An employee in the bargaining unit who is not a member of the Union on the effective date of this Agreement shall be required, as a condition of continued employment, to become a member of the Union on the 31st day following the effective date of this Agreement and shall remain a member of the Union to the extent of tendering an initiation/ reinstatement fee where required and the membership dues normally required as a condition of acquiring or retaining membership in the Union for the duration of this Agreement.
- c. Employees entering the bargaining unit after the effective date of this Agreement shall be required, as a condition of continued employment, to become and remain members of the Union to the extent of tendering an initiation/reinstatement fee where required and membership dues normally required as a condition of acquiring or retaining membership in the Union for the duration of this Agreement on the 31st day following such entry into the bargaining unit.
- d. Membership in the Union, when used in this Agreement, is satisfied by the tender either through a check-off authorization or directly to the Union, of uniformly-required initiation or reinstatement fees and monthly dues.
- e. Any employee who fails to satisfy the conditions outlined above or fails to continue his or her membership in good standing, as required by this Agreement, shall be given a 15-calendar day notice of his or her failure to comply with the above paragraphs with a copy to the Company. If the condition is not corrected within the specified period of calendar days, the Company will terminate such employee within three working days after receipt of written notice from the Union.

4.02 The Company will deduct from the employee's wages and turn over to the Union, the Union membership dues of each employee who individually and voluntarily authorizes the Company in writing to make such deductions. The term "Union membership dues" as used herein shall include Union initiation or reinstatement fees of employees rehired by the Company, with or without seniority, when such employees are reinstated or rejoin the Union. Such deductions shall be made in accordance with the following provisions:

- a. Such deductions shall be made only in accordance with instructions upon authorization cards, which shall be in a form mutually agreed to between the Company and the Union. In order to be effective, such authorization cards shall be delivered by the Union to the Payroll Department of the Company. Such authorizations may not be revoked for a period of more than one year from their effective date or beyond the termination date of this Agreement, whichever occurs sooner.

- b. Deductions for that portion of the Union membership dues consisting of Union initiation fees or reinstatement fees, as provided above, shall be made from the employee's paycheck for the first pay period ending in each month in the amount and from the number of such checks as authorized by the employee on the authorization card.
 - c. Deductions for dues and initiation/reinstatement fees shall be made from the employee's normal bi-weekly paychecks, in the amounts provided by the Union, that total the dues the employee is responsible for each month. In the event a deduction for dues is not made on one or more consecutive regular payroll deduction dates due to lack of earnings or insufficient earnings by the employee, then on the next regular payroll deduction date that the employee has sufficient earnings a catch-up deduction shall be made. All funds so deducted shall be forwarded monthly to the Union as soon as reasonably possible after the end of the Company's accounting month in which the deductions were made, accompanied by a record stating the employee's name, personnel number and amount deducted.
 - d. Such payroll deductions shall begin within two weeks subsequent to receipt by the Payroll Department of the Company of the authorization cards provided for in paragraph a. above.
 - e. The Company's obligation to make such deductions shall terminate in the event the employee shall cease to be an employee of this Agreement or upon receipt by the Company of written revocation by the employee of such authorization card.
- 4.03 Both the Union and the Company shall have the right to notify employees of the provisions of this Section.
- 4.04 If a dispute arises in connection with the application of this Section and a settlement is not reached between the Human Resources Department of the Company and the Union, such dispute shall be referred to arbitration without pursuing intervening steps in the grievance procedure and determined in accordance with the provisions of Article 7.04 of this Agreement.
- 4.05 Consistent with recognition of the Union as exclusive bargaining agent of employees under this Agreement, the Company on the first day of employment shall give each new employee a copy of this Agreement. In addition, the Union Representative or Business Representative may meet with employee(s) for up to 30 minutes during the on-boarding process at a time and location designated by the Company. Any misuse shall result in revocation of this privilege.

5.00 - NO STRIKE/NO LOCKOUT

- 5.01 The Union agrees that neither it nor any of the employees in the bargaining unit, covered by this Agreement, will collectively or individually engage in or participate in any strike, sympathy strike, slowdown or stoppage of work during the term of the Agreement, and the Company agrees that during the term of the Agreement it will not lock out any of the employees covered by the Agreement.

- 5.02 Any employee or employees, individually or collectively, who shall cause, encourage, or take part in any violation of this article, or any activities prohibited by this article, may be immediately discharged, or subject to other disciplinary actions as the Company may unilaterally consider appropriate. Any such disciplinary action shall be subject to the grievance procedure and arbitration procedure as defined herein.
- 5.03 In the event of a violation of this article, the Union, (its officers, agents and members) individually and collectively agree that it will use its best efforts and end such prohibited conduct and take action to make every reasonable effort to have employees cease such acts.

6.00 – REPRESENTATION/STEWARDS

- 6.01 The Company recognizes and will work with authorized Union Representatives to resolve differences that may occur with respect to the terms and conditions of this Agreement.
- 6.02 The Union will provide the Company the (in writing or by email) of the designated Chief Shop Steward and one Alternate Steward.
- 6.03 The number and locations of Stewards may be adjusted by mutual agreement to compensate for facility and populations changes.
- 6.04 Business Representatives and other authorized Representatives
Full time Business Representatives and other authorized Representatives of the Union shall have access to the Company's operations for the purpose of servicing this Agreement. Such visits shall be subject to government regulations and Company requirements. The Business Representative or other authorized Representatives of the Union, after getting permission from the Site Supervisor, will notify the Site Manager or designee to agree on the date/time for the visit. The Business Representative or other authorized Representatives of the Union may discuss issues with employees on normal working hours on a not to interfere basis.
- 6.05 Union Leave
Leaves of absences without pay for no more than one (1) employee will be granted by the Company with at least two (2) weeks' written notice of the Union. The leave shall not be more than one (1) month in a calendar year. Seniority and benefits will accumulate during the leave.

7.00 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 "Grievances" shall mean, and be limited to disputes or difference between the Company and the Union, or employees so represented, with respect to the interpretation or application of any specific provision of this Agreement. Both parties agree to use their best efforts, including informal meetings involving Management, Supervision, Steward, and the Grievant, to resolve matters without resorting to the grievance procedure except that any such meetings shall not extend the time limits set forth in this Article. In the

event such informal methods do not resolve the grievance, all grievances shall be reduced to writing and processed in accordance with the following steps:

All grievances beyond Step one involving employee claims shall be in writing on grievance forms and shall be signed by all employees claiming rights there under.

In an effort to adjust employee grievances by mutual agreement, they shall be presented in the following order and within the following time limits;

A formal grievance must be filed by an employee with or through his Steward, within five (5) work days after the date the employee became aware of or should reasonably have become aware of the action, incident or occurrence giving

a. STEP ONE

The employee(s), with their Steward if available, shall promptly bring a grievance to their supervisor or designee. In the event an employee is unavoidably absent due to illness or injury or unavailable due to vacation or other approved reasons, the employee's Union representative may bring the grievance to the supervisor. If such grievance is not settled within five (5) working days then:

b. STEP TWO

A written grievance must be signed by the Steward and set forth a statement of grievance and the article or section of the agreement which is claimed to be violated, and taken up by the Steward with the Site Manager or designee, and a meeting will be scheduled within five (5) subsequent working days. If no agreement has been reached within ten (10) working days, the grievance may be moved to Step Three.

c. The Company's Labor Relations Representative or designee, and the Business Representative of the Union or designee shall meet in person or by telephone within ten (10) working days after receipt of the grievance into a third step. A written reply from the Company will be given to the Business Representative or designee within fourteen (14) working days after the meeting. If no agreement has been reached within fourteen (14) working days, either party may submit the grievance or dispute to arbitration as covered in the Article 7.04.

7.02 All settlements must be consistent with the terms and conditions of the Agreement. Time limits may be extended by mutual agreements of both parties.

Any aggrieved employee and Union representative shall have the right to be present at any stage of the grievance procedure in which the grievance is being considered. No employee may leave the job, take up, or settle a grievance without requesting permission from the immediate supervisor. Such permission will be granted provided it does not retard or interfere with operations or create a hazardous condition. If permission cannot

be granted, time limits will be waived until permission is granted. Witnesses called by either party may attend the grievance meeting at any step, subject to the same provisions above outlined for attendance of an aggrieved employee.

In cases involving suspension or discharge, Step One will be waived and the matter taken up with the Site Manager within five (5) working days following such action by the Company.

POLICY GRIEVANCES

It is understood that the Chief Steward or Business Representative may file grievances on behalf of the Union's interests under this agreement. Therefore, if a grievance pertains to the Company's interpretation of the intent and purpose of the application of a specific article and section of this agreement, the grievance may be filed by the Chief Steward or Business Representative on behalf of the Union. Further, if a grievance relates to policy and affects numerous employees, the grievance shall be consolidated and filed by the Chief Steward or Business Representative on behalf of a group of employees. Otherwise, grievances shall be filed and signed by the employee involved or affected.

7.03 Authorized Stewards shall have the right to examine time sheets and other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or other records pertaining to a specific grievance. Compensation will be paid for reasonable time spent discussing or investigating grievances during the Steward's normal work schedules when permission has been granted by the Supervisor.

7.04 ARBITRATION

The party choosing to arbitrate shall give written notice to the other party setting forth the matter to be arbitrated. If said notice is not served within the fourteen (14) day period specified in Step Three of Article 7.01.c, it shall be deemed that the grievance has been satisfactorily adjusted and the right to arbitrate waived.

In the event the Union or the Company submits a grievance to arbitration, a representative selected by the Union shall meet with a representative selected by the Company within five (5) workdays of receipt of the above notice and attempt to agree on an arbitrator. In the event the parties cannot agree on an arbitrator within five (5) working days, the parties will petition the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators.

In the latter case, the petitioner has the first right to strike a name; the other party shall then strike a name. This procedure shall continue alternately until one name remains.

The decision of the arbitrator shall be final and binding on all parties. However, the arbitrator shall not have jurisdiction or authority to add to, subtract from, modify or in any way change the provisions of this agreement. The expense and fees of the Arbitrator shall be borne by both parties.

8.00 - DISCHARGE AND DISCIPLINE

- 8.01 The Company shall have the right to discipline employees for just cause by reprimand, suspension without pay or discharge for violation or infraction of the Company rules. The Company agrees to notify the Union, in writing, of any action taken under this section.
- 8.02 The disciplined employee will have a Chief Steward present.
- 8.03 A documented verbal shall not be used for purposes of progressive discipline after a period of three (6) months.
- 8.04 A letter of reprimand shall not be used for purposes of progressive discipline after a period of six (9) months.
- 8.05 A letter of suspension shall not be used for purposes of progressive discipline after a period of nine (12) months.

9.00 - SENIORITY

- 9.01 **PROBATIONARY PERIOD**
Any employee who has been in the employment of the Company for ninety (90) consecutive calendar days shall be considered a Seniority employee of the Company. During the probationary period, the employee shall be subject to layoff, discipline or discharge at the sole discretion of the Company, and such action shall not be subject to the grievance procedure.

DEFINITIONS:

- a. Seniority is defined as including the whole span of continuous service with the present contractor, or successor, and with predecessor contractors in the performance of similar work at the same Federal facility.
1. When two (2) or more employees have the same seniority date as herein provided, the employee having the lowest four (4) numbers of his/her social security number shall be considered having the least seniority for tie breaking purposes.
- 9.02 **TRANSFERS.** An employee who is transferred from another government contract onto this contract will have their seniority based upon their date of hire onto this contract. It is agreed and understood that such an employee may retain any earlier date of hire with the Company, but only for the purpose of benefit accruals.
- 9.03 **LAYOFF.** The Company will provide two (2) workdays advance notice of any layoff. When reducing the work force, employees will be laid off in the reverse order of seniority

among the employees in the affected job classification. Employees laid off from one job classification will be allowed to "bump down" to a lower paying job classification, provided they have the qualifications to perform the work in the lower classification, thereby displacing the least senior employee in the lower paying job classification.

- 9.04 PROMOTIONS. Employees may be promoted on the basis of qualifications, performance and seniority to jobs which may become available and for which the employee has expressed an interest by signing a job notice that will be posted by the Company. Whether or not an opening exists in any job classification and/or shift will be at the sole determination of management.
- 9.05 RECALL. In increasing the work force subsequent to a lay off, the Company will recall employees to their previous classification in reverse order in which they were laid off. An employee will be subject to recall for a period of up to twelve (12) months from the date of lay-off. Employees will be responsible for maintaining their current address and telephone number with the Company. Failure to do so shall relieve the Company of the obligation to recall the employee.
- 9.06 An employee loses seniority and all contractual rights hereunder, that are not specifically provided and reserved for terminated employees, when he/she:
- a. Is discharged for cause and is not reinstated.
 - b. Voluntarily resigns or retires from the Company.
 - c. Is laid off for a period greater than twelve (12) months.
 - d. Fails to report within five (5) work days after receipt of a registered recall notice from lay-off. If the employee being recalled is currently employed by another employer, the employee will be allowed to give a courtesy two weeks notice to the other employer before being required to return to work.
 - e. Is absent three (3) consecutive work days without reporting or contacting the Company with a reason sufficient to justify the absence.
 - f. Fails to notify the Company of a change of address or telephone number while on layoff.
 - g. Fails to report upon expiration of an approved leave of absence.
 - h. Accepts other employment while on approved leave of absence without prior permission of the Company.

10.00 - HOURS OF WORK/OVERTIME

- 10.01 **WORKWEEK.** A workweek will normally consist of five (5), eight (8) hour days, Monday thru Friday, two consecutive day offs, unless mutually agreed between the Union and the Company. Schedules other than those outlined above may be arranged by mutual agreement by the parties. All bargaining unit work schedules shall have two (2) paid fifteen (15) minute break periods. There shall be one (1) unpaid thirty minute meal period for each shift. Hours worked in excess of your normal schedule, but not in excess of twelve (12) hours, in any one day of an employee's workweek shall be paid for at one and one-half (1 1/2) times the normal pay rate of the employee. Hours worked in excess of twelve (12) hours in anyone workday of an employee's workweek shall be paid at two (2) times the normal pay rate of the employee. There is no guarantee of hours of work per work day, work week or payroll period.
- 10.02 **BREAKS.** Employees are expected to be available to work when and as needed to meet customer and supervisory requirements, and to take their breaks during the time that is available to them. All bargaining unit work schedules shall have two (2) paid fifteen (15) minute break periods. There shall be one (1) unpaid thirty minute meal period for each shift. Schedules other than those outlined above may be arranged by mutual agreement by the parties.
- 10.03 **OVERTIME ASSIGNMENTS.** The Company shall, in all cases, determine whether there is a need for overtime work. No overtime will be assigned without the approval of proper supervisory personnel of the Company. Before requiring employees to work scheduled overtime, the Company will request volunteers from among the employees holding the designated job classification and qualifications in which the overtime is to be worked. If not enough qualified volunteers are obtained, the least senior qualified employee(s) shall be required to work the overtime. If more employees than are required volunteer, senior employees will be allowed to work the available overtime. Employees working unauthorized or unapproved overtime will be subject to disciplinary action.
- 10.04 **HOLDOVER.** Holdover time is defined as overtime for work in progress that is overtime of a time sensitive nature arising from unforeseen circumstances, unplanned problems and/or to support unscheduled customer requirements. Overtime in a holdover situation will be assigned to those qualified employees already on the clock and performing the work.
- 10.05 **REPORT IN.** Employees reporting for their regularly scheduled work shift shall be provided a minimum of four (4) hours work or four (4) hours pay at their regular rate of pay, except in cases where work is unavailable due to acts of God, national emergency or circumstances beyond the control of the Company. If an employee reports and requests to leave work prior to completing the available four (4) hours of work and the supervisor approves such request, the employee will be paid only for hours actually worked.

- 10.06 CALL-BACK, CALL-IN. Employees called back to work by management, after they have left the site on a scheduled work day, shall be provided a minimum of two (2) hours work or two (2) hours pay at the applicable rate of pay. Employees called in to work on a day that is normally scheduled off will be provided a minimum of four (4) hours work or four (4) hours pay at the applicable rate of pay.
- 10.07 OVERTIME PAY. Overtime shall be paid for hours paid in excess of forty (40) hours per payroll week, at one and one-half (1 1/2) times the employee's straight time hourly rate, as required by law.
- 10.08 PAYROLL WEEK. Hours worked on the employee's sixth (6th) and/or seventh (7th) day in his/her assigned payroll week will be paid at one and one-half (1 1/2) times the effective straight time hourly rate if the employee has been compensated for the previous forty (40) hours that work week. The payroll week will start at 12:01 a.m. on Saturday and continue through 12:00 midnight on the following Friday night.
- 10.09 ABSENCES. It is the duty of every employee who, for any reason, will be absent from work for a scheduled work shift, or who expects to report for work late, to notify their supervisor or Site Manager of the reasons for such absence or tardiness as far in advance of the scheduled starting time as possible, indicating when they expect to report for work.

If unable to talk with his/her supervisor or Site Manager, the employee shall leave a message on his supervisor's voice mail stating the date, time of call and reason for his/her absence.

11.00 – SHIFT ASSIGNMENT/SHIFT PREFERENCE

- 11.01 Determination of starting time shall be agreed to by the parties and such starting times shall not be changed without mutual agreement. The starting time of the existing shifts will be as follows:

First Shift: Beginning at or after 4:00 a.m. but before 11:59 a.m., or as determined by the flight schedule. **Employees starting work after 11:59am will receive the shift differential.**

- 11.02 The Company and the Union agree to the principle that shift preference consideration for available jobs should be given to the senior qualified employee regarding time served in each classification. The parties recognize, however, that it is impossible to operate efficiently without senior employees in a particular classification on any shift and/or location, and that seniority cannot be the sole determining factor in shift assignments. Accordingly, efficiency permitting, shift assignments will be made as follows.

- a. When the Company determines that a job opening is available it will post the opening. Senior qualified employees who sign the posting for transfer to another shift, shall have preference to available openings whenever practical.
- b. In the absence of senior volunteers for transfer, the Company will normally transfer from one shift to another shift the least senior qualified employees in the classification to the available openings. Employee(s) within the same classification on different shifts who agree to exchange shifts for a period of time shall be allowed to swap shifts with pre-approval of management.

12.00 - NON-BARGAINING UNIT PERSONNEL

- 12.01 It is understood and agreed that non-bargaining unit personnel will not normally perform work of employees covered by this Agreement. Work performed by supervisors will not reduce work or overtime hours or result in the replacement of bargaining unit employees. In all cases, supervisors may perform work under the following conditions:
- a. For instructing and training employees.
 - b. Under emergency conditions, i.e., an unforeseen combination of circumstances that require immediate action.
 - c. To prevent injury to employees or damage to property.
 - d. When a supervisor is required to maintain personal qualifications and proficiency as required by the customer.
 - e. Absenteeism in the bargaining unit.
- 12.02 Due to the nature of the work to be performed, personnel from other locations may be brought in to perform short term specific assignments, when there are no qualified employees on lay-off in the classification (s) of work affected and so long as such action does not cause the lay-off of any qualified employees from the affected classification.

13.00 – UNIFORMS/SAFETY SHOES

- 13.01 Annually, the Company will provide a total reimbursement of up to **\$350.00** combined for uniforms, wet weather gear, cold weather gear and safety shoes/boots. The employee must provide a receipt for items purchased. Employees will be reimbursed expenses as soon as administratively feasible, not to exceed 30 days from approved expense report submittal to Supervisor.

14.00 - WAGE RULES

- 14.01 The Company shall pay the scale of wages included in Appendix "A", made a part hereof.
- 14.02 For the purpose of this Agreement, an employee's straight time hourly rate of pay is defined as the employee's base hourly rate of pay as listed in Appendix "A".
- 14.03 The Company may temporarily upgrade an employee to perform in a higher classification. The employee shall receive the rate of the higher classification if the employee works for a minimum of one (1) hour in that classification. If an employee is assigned temporarily to a lower paid classification, such employee shall not suffer a reduction in pay rate.
- 14.04 **Mechanics who perform the work of a qualified Avionics Tech will be paid an additional \$1.00/hr.**
- 14.05 **Shift Differential of \$0.55/hour for any shift other than First Shift. Effective 3/1/22 the shift differential will increase to \$0.55/hour.**

15.00 - HOLIDAYS

- 15.01 The Company observes the eleven (11) holidays listed below:

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	One Personal Floating Day
Veteran's Day	

- a. In addition to the holidays listed above, if directed by the United States government, the Company will observe any holidays declared as a legal holiday and observed by the U.S. government at Edwards AFB. If there is such a holiday, employees shall be paid for the holiday provided the Company is reimbursed for the holiday by the government.
- b. If the Company is prevented from working because of government edict, or of acts of god, the Company will reimburse employees for the time missed, if the Company is so reimbursed by the government.
- 15.02 An employee who is not required to work on one of the designated holidays mentioned above will be compensated for the holiday at eight (8) hours at his straight time rate,

provided he is on the active payroll on the day of the holiday and has worked his last scheduled work day before the holiday and his next scheduled work day after the holiday, except an employee off on such day or days with prior permission of the employer, or due to personal illness/injury, will be compensated for the holiday.

- 15.03 Should any of the listed holidays fall on a Saturday, it will be observed on the previous Friday. If any of the listed holidays falls on a Sunday, it will be observed on the following Monday.
- 15.04 Any employee who is required to work on any of the above listed holidays shall be paid at the rate of one and one-half (1 1/2) times his regular hourly rate for all hours worked on the holiday, in addition to their normal holiday pay. When senior qualified volunteers are insufficient in number to accomplish the necessary work, the junior qualified employees will perform such work on the holiday.

16.00 – VACATIONS

16.01 Each employee covered hereby shall accrue vacation credits as follows:

- a. For vacation purposes only, an employee's anniversary date shall be established as the individual employee's anniversary date with the Company, and each anniversary date thereafter shall be the reference point for accrual of vacation.
- b. Vacation is determined by length of service, which includes the whole span of continuous service with the present contractor or successor contractor, and with the predecessor contractor in the performance of similar work wherever employed at the same federal facility.
- c. Employees with less than five (5) years of continuous service, as defined above, shall accrue one and fifty-four-hundredths (1.54) hours of vacation per credited workweek. Eighty (80) hours of vacation may be accrued during the fifty-two (52) credited workweeks per year.
- d. Employees with five (5), but less than fifteen (15) years of continuous service, as defined above, shall accrue two and thirty-one hundredths (2.31) hours of vacation per credited work week. One hundred twenty (120) hours of vacation may be accrued during the fifty-two (52) credited workweeks per year.
- e. Employees with fifteen (15) or more years of continuous service, as defined in above shall accrue three and eight-one hundredths (3.08) hours of vacation per credited work week. One hundred sixty (160) hours of vacation may be accrued during the fifty-two (52) credited work weeks per year.
- f. For the purpose of accruing vacation credits for employees, a credited work week shall be defined as follows:

1. A credited work week is defined as a week in which an employee is paid by the Company for time worked, holiday pay, jury duty pay, military pay differential, paid personal time, vacation pay, bereavement leave pay or is on workers' compensation that does not exceed six (6) months.
- 16.02 Employees are requested to make their vacation request as far in advance as reasonable. Vacation shall be scheduled and paid in increments of (1) hour (and thereafter .1 increments). Requests for vacation leave in excess of eight (8) hours shall be submitted to the employee's supervisor at least one (1) week (7 calendar days) in advance of the requested starting date. Request for vacation in excess of forty (40) hours must be submitted a minimum of fourteen (14) calendar days in advance of the requested starting date. Vacation leave requests of eight (8) hours or less must be requested three (3) work days in advance of the requested starting date. An employee shall receive a response to his/her vacation request within three (3) work days. Permission shall not be unreasonably withheld.
 - 16.03 Paid vacation hours will be considered as time worked for the purpose of computing overtime. When a holiday, as defined in this Agreement, falls within an employee's vacation period, such holiday hours shall not be charged as vacation hours.
 - 16.04 It is understood and agreed that final approval of vacation requests rests exclusively with the Company to assure orderly operation of work schedules.
 - 16.05 Vacation pay shall be computed at the employee's straight time hourly rate in effect at the end of the payroll period immediately preceding the requested vacation period. In the event of a change of contractors **Vertex Aerospace, LLC**, will pay out all earned but unused vacation upon separation from the Company.
 - 16.06 Employee may carryover up to a maximum of two hundred-forty (240) hours on their anniversary date. Hours greater than two hundred-forty (240) on the employee's anniversary date will be paid out at the employee's regular straight time rate.
 - 16.07 Any vacation owed employees at the time of termination, no matter the reason for the termination, shall be paid at the time of separation.
 - 16.08 The provisions of this Agreement shall be binding upon the Company and its successors, assigns or future purchasers.

17.00 - PERSONAL PAID TIME (PPT)

- 17.01 Paid Personal Time (PPT) will be accrued to the individual employee's account at the rate of .47 hours for each credited work week. **Effective 1/1/22 the individual employee's account will increase to .77 hours for each credited work week.** PPT accrual records

will be made available to employees upon request. Employees who are prevented from reporting for work by reason of sickness or injury shall notify their supervisor of same within one-half (½) hours of their scheduled shift start time giving the reason for the absence. PPT hours will not be paid in cases of unauthorized absence or tardiness or on an employee's regularly scheduled days off.

The Company will agree to abide by Executive 13706 if it is deemed applicable to this Agreement.

- 17.02 Requests for PPT for reasons other than sickness or injury must be requested for approval by the employee's supervisor at least one (1) day in advance. Such notice may be waived by the employee's supervisor.
- 17.03 Unused PPT shall not have any monetary value upon termination of employment for any reason.

18.00 -- GROUP INSURANCE

18.01 Group Medical & Dental Insurance

- a. The Vertex Standard Medical, Dental, and Vision plan options and Voluntary plan benefits described in this Agreement are identical to the plans of the same name which are offered to the Company's salaried population. As such, any modifications, eliminations or plan changes made to the salaried population's plan benefits during the term of this Agreement will also be applied to the **Vertex** standard Medical plan options, Dental, Vision, and Voluntary Benefits plan described in this CBA.
- b. The Company will provide access to the voluntary benefits program, which is made available through the **Vertex** Voluntary Benefits Platform. It is understood that these voluntary benefits are fully paid by the employees on an after-tax basis through payroll deduction. It is also understood that the **Vertex** Voluntary Benefit Platform may be changed periodically, including, but not limited to, changing vendors, adding or eliminating specific vendors: modifying benefit offerings: adding or eliminating benefit offerings. Any changes will apply equally to all participants.
- c. Patient Protection and Affordable Care Act. If it is determined that an "assessable payment" under Section 4980H of the Internal Revenue Code or any other tax, penalty or other liability under the Patient Protection and Affordable Care Act and related agency guidance would be due with respect to any employees covered by this agreement based on the current terms of the health plan offered to such employees, the parties to this Agreement will meet to negotiate substitute provisions so that no such payment, tax, penalty or other liability would be incurred by the Company.

d. Group Medical Rates

In 2021, 2022 and 2023 employees pay 25% of the cost of the medical, dental and vision plans. After 3/1/21, the rate adjustments will occur in January of each year.

1) Anyone hired after ratification of the CBA will not be eligible to POS 2.

Coverage Category	Current HSA Bi-weekly	Current POS 2 Bi-weekly	Current POS 1 Bi-weekly	Effective 3/1/21 HSA Bi-weekly	Effective 3/1/21 POS 2 Bi-weekly	Effective 3/1/21 POS 1 Bi-weekly
Employee	\$79.68	\$105.36	\$88.36	\$79.39	\$91.76	\$86.08
Employee + Spouse	\$199.48	\$264.24	\$221.60	\$165.94	\$191.79	\$179.91
Employee + Child	\$177.84	\$235.15	\$197.21	\$147.68	\$170.69	\$160.11
Family	\$283.02	\$374.22	\$313.84	\$235.02	\$271.63	\$254.80

Dental and Vision rates

Plan	Current Aetna Dental Bi-weekly	Effective 3/1/21 Aetna Dental Bi-weekly	Current VSP Vision Bi-weekly	Effective 3/1/21 VSP Vision Bi-weekly
e. Employee	\$4.50	\$3.10	\$1.38	\$.62
f. Employee + Spouse	\$8.50	\$6.20	\$2.49	\$1.25
g. Employee + Child	\$8.50	\$8.46	\$2.49	\$1.34
h. Family	\$13.50	\$12.55	\$3.32	\$2.13

n.

18.02 The Tricare Supplement is administered by a 3rd-party vendor chosen by the plan sponsor. This fully employee-paid supplemental insurance is only for those who have Tricare coverage through the Government. Employees pay 100% of the cost on pre-tax basis for the Tricare supplemental coverage and assume the responsibility for all increases in cost.

18.03 LIFE INSURANCE

The Company will provide life and accidental death and dismemberment insurance with the coverage amount of 1x the employee's annual salary. Employees may purchase Supplemental Life (including AD&D) and Dependent Life by payroll deduction. Proof of insurability and approval by the insurance carrier is required prior to purchasing any supplemental insurance.

18.04 SHORT TERM DISABILITY

The Company will provide Short-Term Disability (STD) insurance, with coverage at 75% of base weekly salary with a maximum benefit of \$1,442.00. STD benefits/payments begin on the eighth calendar day of the disability leave and continue for up to 180 days of absence.

18.05 LONG TERM DISABILITY

The company will make available Long-Term Disability (LTD) insurance with coverage at 60% of monthly base pay with a maximum benefit of \$5623.00 per month. Employees pay 100% of the cost on an after-tax basis and LTD benefits begin after 180 days of disability leave.

18.06 Company will provide Flexible Spending Account and Dependent Care Flexible Spending Account to **POS 1 and POS II participants** only. Those employees participating in the Aetna HSA medical plan are not eligible for the flexible spending account and/or the dependent_care spending account.

18.07 Company will provide Employee Assistance Program (EAP).

18.08 Business Travel Insurance will be provided for employees when they are on Company travel.

18.09 Fringe Benefit Rate:

- 1) **Effective 3/1/21 Subsequent year Fringe Benefit Rates will be calculated and formally communicated in writing to the Union by the Company Head of Human Resources no later than 31 December for each year of the Collective Bargaining Agreement. The Company will calculate the cumulative individual total costs quarterly and provide the results and cost data to the Union for verification, before the end of the following quarter (June, September, December, March). Should the Company's actual quarterly cost per hour be less than the amount communicated to the Union in writing for the calendar year, the Company will pay a sum equal to the difference into the Employees' Direct Deposit Account or paycheck for each employee. If the Company's actual quarterly cost per hour is more than amount listed, no true-up will be paid to the employee. Payment will be made prior to the end of the following quarter.**

19.00 – MASTER SAVINGS PLAN

Section 1. The Company will provide that the **Vertex Aerospace** Master Savings Plan shall be made available to those eligible employees covered by this Agreement.

In accordance with provisions of the plan:

- 1) Employees may contribute from one percent (1%) up to and including twenty five percent (25%) of their qualifying compensation as defined in the plan in increments of one percent (1%) on a pre-tax basis, after-tax basis or a combination of both, subject to IRS limits;
- 2) Employees who are at least 50 years old and are contributing at the IRS dollar contribution limit or the MSP contribution limit entirely within the MSP (as specified above), may make an additional “catch-up” contribution of up to 50% of their qualifying compensation as defined in the plan in increments of one percent (1%); contributions made to another employer’s qualified defined contribution plan (401k plan) are not taken into consideration for determining eligibility to participate in the catch-up contribution provision of the MSP.
- 3) Employees will be enrolled automatically in the MSP if they do not actively enroll within 60 days of their date of hire;
 - a) Beginning with the first pay period following this 60-day period, 3% of pay will be withheld on a pre-tax basis.
 - b) At any time, employees may elect a percentage higher or lower than the 3% automatic contribution.
 - c) Employees may enroll earlier than 60 days after their date of hire.
 - d) If employees do not wish to be enrolled automatically in the MSP, they need to change the pre-tax contribution percentage to 0% within the first 60 days following date of hire.
 - e) If employees previously worked for **Vertex Aerospace** and are rehired, they will not be enrolled in the MSP automatically. They must contact Fidelity to enroll.
- 4) The employee’s contribution may be invested in any offered option;
- 5) The contributions will be invested in the default investment fund provided under the terms of the plan unless the participant elects a different investment option;
- 6) Employees are always fully vested in their pre-tax, catch-up, after-tax and rollover contributions and investment earnings on these amounts.

Section 2. The Employer shall qualify, re-qualify and amend the **Vertex Aerospace** Master Savings Plan and any administrative procedure or operational rule relating thereto as necessary and at such times as may be necessary in order to comply with the requirements of the Employee Retirement Income Security Act of 1974 as it may be amended, and any regulation or other administrative ruling issued thereunder, or any other present or future law regulation or ruling issued under such law requiring amendment or administrative modification of the **Vertex Aerospace** Master Savings Plan or which are either necessary or desirable in order to qualify the Master Savings Plan under the applicable provisions of the Internal Revenue Code. It is understood that the Company has the exclusive right to make changes to the **Vertex Aerospace** Master Savings Plan, including, but not limited to, adding or discontinuing plan provisions and

such decisions are not subject to the grievance procedure. The eligibility criteria enrollment procedures, and any other MSP plan provision not noted in this agreement shall be the same as the plan provided by the Company to its salaried, non-union represented employees. Any changes to the plan will apply equally to employees covered by the collective bargaining agreement.

Section 3. Employee's enrollment becomes effective once they elect or are automatically enrolled, which initiates deductions of contributions from qualifying compensation. These contributions will generally begin within two pay periods from the time one enrolls, or as soon as administratively possible.

Section 4. Current employees will receive a Company matching contribution of one dollar for each dollar of the employee's combined pre-tax and after-tax contributions up to (4%) of eligible compensation. Pre-tax and after-tax contributions that exceed (4%) of the employee's contribution are not matched.

Employees of this contract will become vested in the employer's matching contributions based on the following schedule: 25% after one (1) year of service; 50% after two (2) years of service; and 100% after three (3) years of service. Prior Company service will count toward the vesting schedule for the Company match.

20.00 - LEAVES OF ABSENCE

- 20.01 **MILITARY LEAVE:** The parties agree to provide bargaining unit employees with military leave and reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 as it may be amended from time to time.
- 20.02 **JURY DUTY:** Employees absent due to jury service shall be paid at their current rate of pay. This pay shall not exceed thirty (30) days in any twelve (12) month period. To be eligible for jury duty pay, the employee must present a statement from a court official attesting to the dates and times of such service. In no event shall such pay for time lost be made for jury duty performed on the employee's regularly scheduled day off, holidays as defined herein or for hours in excess of eight (8) per regular work day or hours in excess of forty (40) per week.

Employees on jury duty will not be considered for overtime assignments during the work week(s) during which they are serving.

Employees required to appear in any court in behalf of the U.S. Government or the Company shall be compensated for all time spent in the appearance.

Employees required to serve on jury duty will be considered to be on day shift for all days served on jury duty and will not be required to return to work on either the swing or graveyard shift.

20.03 **BEREAVEMENT LEAVE**

Any employee will be granted time off with pay to attend the funeral of family members as follows: Three (3) work days in the case of immediate family members defined as Spouse, domestic partner, child, mother, father, grandmother, grandfather, spouses grandmother, spouses grandfather, mother-in-law, father-in-law, in loco parentis (in place of a parent; one who substantially performed rights, duties, and responsibilities of a parent, i.e., foster parent, step-father, step-mother), grandchildren, step-child, brother, step-brother, sister, step-sister, brother-in-law or sister-in-law or anyone you have legal guardianship over (i.e. foster children) of the employee.

20.04 **PERSONAL LEAVE:** Upon written application from an employee, the Company may grant a leave of absence without pay to employees for personal reasons up to a maximum of thirty (30) days, where good cause is shown. During the period of absence, the employee shall not engage in gainful employment without written approval from the Company. The leave may be extended or renewed for additional periods of time for reasons which, in the opinion of the Company, are satisfactory. Seniority shall continue to accumulate during a personal leave of absence.

20.05 **PERSONAL MEDICAL LEAVE:** Leave of absence for legitimate personal health reasons for the employee, spouse, child or parent will be granted to an employee, who has worked at least 1250 hours within the twelve (12) month period prior to the date of requested leave commencing, for a period of up to a maximum of twelve (12) calendar weeks when supported by medical certification provided by the employee. While on such leave of absence for personal medical reasons, the employee shall notify the Company as to his potential of returning to work following each visit to the physician of record. All such leave paid and unpaid shall be considered part of the twelve (12) weeks in compliance with the Family Medical Leave Act and Company policy.

20.06 Seniority shall not accrue during any leave of absence exceeding sixty (60) days, except as provided by law.

21.00 - TEMPORARY DUTY ASSIGNMENTS

21.01 Employees shall first be selected by the Company for temporary duty assignments away from the site by senior eligible qualified volunteers from the classification(s) needed to support the mission. The Company reserves the right to make exceptions to the selection

process where the mission dictates. When the mission dictates such exceptions the Shop Steward will be informed of the reasons.

Employees who are on or have scheduled vacation which begins during the temporary assignment are ineligible for the assignment. However, in the absence of qualified volunteers, these employees may volunteer for the assignment provided their vacation can be rescheduled and taken during the current vacation year or carry over the vacation time to the next year in accordance with Article 16.00.

An employee who has accepted or is currently assigned to a TDY mission will not be eligible for a subsequent TDY mission until the original mission is either completed or canceled.

Employees will be given as much notice of any impending TDY mission as is possible.

Employees who volunteer for or decline the mission may not subsequently alter their decision except in the case of a bona fide emergency or to prevent the least senior employee from being involuntarily assigned. If there is more than one volunteer, the senior qualified volunteer will be assigned the TDY mission. In no case will the reselection delay deploying the TDY mission.

If the assignment is not made from senior qualified volunteers as stated above, the least senior qualified employee may be assigned if the employee meets the requirements of the first paragraph in 21.01.

Employees who are temporarily assigned away from the site, to which they are permanently assigned to perform work for the Company, will have their transportation provided for by the Company. Such employees will be reimbursed for travel expenses in accordance with the Joint Travel Regulations provided the employee complies with said regulations. The Joint Travel Regulations will be made available to the Union upon request. Any additional cost for reasonable lodging above the rates listed in the JTR, if approved by the Program Manager will be paid by the Company upon presentation of the receipts by the employee.

While an employee assigned to such Temporary Duty Assignment (TDY) is traveling to that Temporary Duty Assignment (TDY) assignment and returning to his regular workstation from such assignment, he/she shall be paid, at the regular rate for all travel in accordance with the following. If traveling by commercial airlines, the employee shall be allowed actual travel time from home to the destination worksite or quarters. Upon return, the employee will be allowed actual travel time from the worksite or quarters to home. If the employee travels by personally owned vehicle (POV) or company provided vehicle, and the use of such conveyance is Company-directed, the actual time of travel from departure to arrival at the worksite or quarters will be used for the travel time. Travel time is considered time worked for the purpose of computing overtime.

- 21.02 Employees assigned to a TDY mission may request an advance on allowable per diem when mission requirements allow. The Company will give consideration to such request. Employees will be reimbursed travel expenses as soon as administratively feasible, not to exceed 30 days from approved expense report submittal to Supervisor.

- 21.03 Government guidelines shall determine whether deployment is in a Hazardous Duty area and, if so, the Hazardous Duty pay associated with such assignment.

22.00 - GENERAL

- 22.01 SAVINGS CLAUSE. Should any part hereof, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation or regulation or by reason of any decree of a court of competent jurisdiction, such invalidation of such parts of this Agreement shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect. Within thirty (30) days, the Company and the Union shall meet to negotiate new contract language to replace the particular clause(s), which was invalidated by federal or state legislation.

- 22.02 SAFE CONDITIONS. If an employee(s) believes that a condition on the job or job assignment(s) presents a clear safety and / or health hazard to personnel, the employee may refuse to perform the work operation or job assignment exposing the employee(s) to such hazard(s) until the condition is corrected and / or hazard eliminated. The employees' first obligation in such cases is to immediately stop all operations relating to the condition and immediately inform the employee's Supervisor or the Company Safety Manager of the condition. Under no circumstances will any person(s) coerce any employee to continue an unsafe operation.

The Company and the Union shall use every effort to assure compliance with established State, Federal, and Government safety and health rules and regulations. The Company and the Union will jointly designate a representative to any safety committees.

Employees entitled to free physical examinations as a condition of employment will receive the examination during their normal duty hours without loss of pay. The Company will provide a copy of the results to the employee.

All examinations related to employment, whether required by virtue of employment with the Company or requested/directed by the Company, (Medical exams, Respiratory exams, Chest x-rays, Physical exams, CDL license testing, License exams. etc.) shall be at the Company's expense and the employee shall be paid by the Company for all time spent while submitting to any examination. The Company may select a physician from the nearest locality of the individuals work site.

- 22.03 SUBSTANCE ABUSE POLICY: A program, including random drug testing, will be maintained as well as all actions necessary to comply with the Drug Free Workplace Act.
- 22.04 CHANGE OF ADDRESS: Employees are responsible for notifying the Company of their proper mailing address and current telephone number. Laid off employees are also responsible to notify the Company of their proper mailing address and current telephone number to maintain recall rights. The Company shall be entitled to rely upon its records and shall be held harmless for any action that may arise out of said reliance.
- 22.05 RESIGNATION: Employees are requested to give at least a two (2) week notice of intent to resign.

22.06 NON DISCRIMINATION: The Company reaffirms their commitment to provide equal employment opportunity for all persons in all facets of employment and to recruit and administer hiring, working conditions, benefits and privileges of employment, compensation, training opportunities for advancement including promotion, transfers and termination of employment including layoffs and recalls for all employees, without discrimination because of race, color, religion, age, gender, national origin, sexual orientation, gender identity, citizenship status, marital status, genetic information, disability, protected veteran status or any other legally protected, status.

Whenever the words “he,” “she,” or “any gender” are used in this Agreement, the words so used shall be deemed to mean an encompass both male and female.

Union membership or legitimate Union activity will not jeopardize an employee’s standing with the Company or opportunity for advancement.

23.00 – SECURITY

23.01 The Union recognizes that the Company may now have, or may incur in the future, obligations with respect to the security of information and materials under contract with the Government. The Union agrees that nothing contained in this agreement shall place the Company in violation of security requirements with the Government.

23.02 It is understood by and between the parties hereto that, as a necessary condition of employment, employees shall be subject to investigation for security clearance or national agency check and/or unescorted entry authorization under regulations prescribed by the Department of Defense, or other agencies of the U.S. government on government work, and that denial of such clearances and/or unescorted entry authorization by such governmental agency may be cause for release from the Company, due to inability to meet job requirements.

23.03 It is understood that there shall be no liability on the part of the Company for any release growing out of the denial of clearance and/or unescorted entry authorization by the U.S. government.

23.04 The Company will reinstate the seniority of an employee whose denied security clearance is reinstated by the U.S. government. A non-probationary employee who loses his security clearance or site access for any reason, will not lose his seniority until final adjudication of his appeal. Any employee whose seniority is reinstated under this provision will be reinstated in his previously held occupational title.

ARTICLE 24.0 - DURATION

24.01 This agreement shall be effective December 1, 2020 and shall remain in full force and effect through November 30, 2023 and thereafter from year to year until modified, amended or terminated, as hereafter provided. Not more than ninety (90) days nor less than sixty (60) days prior to the expiration date of the Agreement or prior to the expiration date of this Agreement or prior to the expiration of any subsequent yearly period, either party may give to the other party written notice of desire for modifications or amendments. The parties agree to schedule negotiations within fifteen (15) days after the giving of such notice. In the event of a failure of the parties to reach agreement upon modification or amendments to the Agreement by the anniversary date of this Agreement, either party at any time thereafter may terminate the Agreement by giving written notice to the other specifying the date of termination five (5) days in advance of such date.

Where not otherwise specified any reference to "days" in the Agreement shall mean calendar days

For the Company:



Jeff Goerke

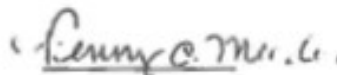
Director of People Operations/Labor Relations



Don Mooney

C-12 Air Force Program Manager

For the Union:



Penny Meeden

Business Representative



Lorenz Mergili

Negotiating Committee

Appendix A

Location	Job Classification	Current Wage	1/01/2022 7%	1/01/2023 3.25%
Edwards, AFB CA	Aircraft Mechanic Site Lead	\$42.44	\$45.41	\$46.89
	Aircraft Mechanic	\$38.41	\$41.10	\$42.44
	Material Coordinator* *Rate stays flat year 1.	\$29.58	\$31.65	\$32.68