Collective Bargaining Agreement

Between

Vertex Aerospace LLC (DBA V2X, LLC)
Travis AFB, NAS Patuxent River, Offutt AFB, and Tinker AFB

And

International Association of Machinists and Aerospace Workers, AFL-CIO

District Lodges 4, 6, 171, and 725
and its
Local Lodges 4, 31, 850, and 946

January 31, 2025 – January 30, 2028

TABLE OF CONTENTS

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VERTEX AEROSPACE LLC (DBA V2X, LLC)
E6 CLS PROGRAM

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS,
AFL-CIO
DISTRICT LODGES 4, 6, 171 and 725

AND ITS

LOCAL LODGES 4, 31, 850 and 946

THIS AGREEMENT dated as of the **31st of January 2025** by and between Vertex Aerospace LLC **(DBA V2X, LLC)** E6 CLS Program (hereinafter referred to as the Company or Employer) and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodges 4, 6, 171 and 725 and its Local Lodges 4, 31, 850 and 946 (hereinafter referred to as the Union).

WITNESSETH that

WHEREAS, the Union is the exclusive bargaining agent of certain employees of the Company, and

WHEREAS, the Union and the Company have negotiated a collective bargaining agreement covering wages, hours and other employment, and

WHEREAS, the parties desire to reduce the agreement to writing,

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows

ARTICLE 1
RECOGNITION

Section 1.1 Recognition. The Company recognizes the International Association of Machinists and Aerospace workers. AFL-CIO, Districts 4, 6 171 and 725 and its Local Lodges 4, 31, 850 and 946 as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of work and all other conditions of employment for all employees covered by agreement.

Section 1.2 Bargaining Unit. The employer and the Union agree that the employees covered by this agreement shall consist of the following: All employees employed by the Vertex Aerospace LLC., on the E6 CLS Program including Electro-Mechanical Technician, Senior Electro-Mechanical Technician, EPM Technician, Senior EPM Technician, Senior Warehouse and Inventory Control Technician, Senior Supply Technician, Supply Technician excluding supervisors and managers, office employees, professional employees, guards and supervisors as defined by the Act and all other employees of Vertex Aerospace LLC. (Refer to Article 12.4)

ARTICLE 2
RIGHTS OF MANAGEMENT

The management of the Company and the direction of the work force is vested exclusively in the Company subject to the terms of this agreement. All matters not specifically and expressly covered or treated by the language of this agreement may be administered for its duration by the Company in accordance with such policy or procedure as the Company from time to time may determine. The Company may at their discretion hire temporary employees for up to sixty (60) workdays to perform surge work.

ARTICLE 3
UNION AND COMPANY RELATIONS

Section 3.1 Union Activity During Working Time. Solicitation of Union membership, collection or checking of dues, will not be permitted during working hours. The Company agrees not to discriminate in any way against any employee for the filing of complaints or grievances or for Union activity. Any employee engaged in unsanctioned Union activity during working time, except as specifically allowed by the provisions of this agreement, or by other agreement between the Company and the Union, is subject to disciplinary action.

Section 3.2 Strikes and Lockouts. The Union agrees that during the terms of this agreement and regardless of whether an unfair labor practice is alleged there will be no strike, sympathy strike, slow-down, sit-down, or walk-out and the Union will not directly or indirectly authorize, encourage or approve any refusal on the part of employees to proceed to the location or normal work assignment where no rare or unusual physical hazard is involved in proceeding to such location. Any employee who violates this clause shall be subject to discipline. The Company agrees that during the term of this agreement there will be no lock-out of employees covered by this agreement. Any claim by the Company that the Union has violated this Section 3.2 shall not be subject to the grievance procedure or arbitration provisions of this agreement and the Company shall have the right to submit such claim to the courts.

Section 3.3 Union Membership. All employees within the bargaining unit defined in Article 1 shall become members of the Union within thirty days (30) days following the beginning of such employment and shall thereafter maintain their membership in good standing in the Union during the life of this agreement, as a condition of continued employment.

> **3.3(a) Satisfaction of Obligation.** Employees who, under Section 3.3 of this Article 3, are required either to become members of the Union or maintain membership in good standing. Employees may satisfy that obligation by periodically tendering to the Union an amount equal to the Union's regular and usual monthly dues.
>
> **3.3(b) Failure to Satisfy Obligation.** In the event an employee, who as a condition of continued employment, is required under this Article 3 to become a member of the Union, or maintain their membership in good standing therein, but in any such case does not do so, the Union will notify the Company in writing, through the Manager of Human Resources, or through such other office as may be designated by the Company, of such employee's delinquency. The Company agrees to advise such employee that their employment status with the Company is in jeopardy and that their failure to meet their obligation under this Article 3 within thirty (30) days will result in their termination of employment.
>
> **3.3(c) Explanation to employees**. Either the Company or the Union may explain to any employee or call to their attention, at any time, their rights and obligations under any or all provisions of this Article 3.

Section 3.4 Payroll Deduction for Union Dues. The Company shall make payroll deductions for the Union's dues upon receipt by the office designated by the Company of a voluntary written assignment covering such deduction on a form mutually agreed to by the Union and the Company. The deduction list will include each such employee's social security number or permanent employee number, name, and amount of deduction and such itemization will be forwarded to the Union. The Union dues shall be in an amount specified on such assignment and the amount will have been approved by the Company in advance as being administratively practicable. Such Union dues deducted shall be tendered to the Secretary-Treasurer of the IAM&AW Districts 4, 6, 171 and 725.

Section 3.5 Indemnity. The Union will indemnify and hold the Company harmless from and against any and all claims, demands, charges, complaints, or suits instituted against the Company which are based on or arise out of any action taken by the Company in accordance with or arising out of the foregoing provisions of this Article 3.

Section 3.6 Business Representatives - **Access to Plant.** The business representative of the Union shall have access to the Company plants during working hours for the purpose of conducting legitimate Union business pertaining to this agreement including, but not limited to, the investigation and advising in the handling of grievances, and the Company will not impose regulations which will render the intent of this provision ineffective. The necessary Company badges and credentials will be available to the business representative during working hours. The Union shall keep the Company Business Contracts Administrator currently informed in writing of the name of the accredited business representative.

Section 3.7 Shop Stewards. At Tinker AFB, OK the Union may select not to exceed, except by mutual agreement, two shop stewards from each shop with no more than one shop steward per shift per shop. The Union may select two (2) Shop Stewards each at the Travis AFB, CA, Pax River NAS, MD and Offutt AFB, NE work locations. The Union shall keep the Company, Business and Contracts Administrator, informed in writing of the names of the accredited shop stewards. An employee while serving as a shop steward shall not be surplused, transferred or loaned from their job classification so long as other employees remain in their classification and on the shift, they are designated shop steward. Union officers, Committeemen, and Shop Stewards will be allowed authorized absence without pay to attend one (1) regularly scheduled meeting each month, on a date and during the hours certified by the Directing Business Representative/Business Representative or their designee and upon 48 hours advance written notice to the employees HR representative.

Section 3.8 Departure from Work Assignment by Stewards to Investigate Complaints or Claims of Grievance. Each steward shall notify and obtain permission from their supervisor before leaving their work assignment for the purpose of investigating complaints or claims of grievance on the part of employees or the Union or contacting the business representative in regard to such claim or grievance. Such permission shall be granted except where there is a substantial reason for delaying the contact or the investigation due to safety conditions or the fact that a critical operation is in process. The Site Manager or SRC Manager as applicable may be present during any discussion relating to any complaint or grievance. However, upon the request of an employee or steward, the Site Manager or SRC Manager as applicable shall authorize a steward to participate in a private discussion with an employee, business representative, or their designee, relating to a complaint or grievance. Discussions of the type described in their

Section 3.8 shall be conducted without requiring the employee or steward to clock out provided the discussion does not extend beyond the time that the Site Manager or SRC Manager considers reasonable under the circumstances. Overtime will not be paid for the discussion time without prior approval of management.

Section 3.9 Bulletin Boards. The Company will provide bulletin boards for the use of the Union at locations mutually agreed to. Their use will be restricted to the following:

- **(a)** Notices of Union meetings;
- **(b)** Notices of Union elections and results thereof;
- **(c)** Notices of Union recreational and social affairs;
- **(d)** Such other notices as are mutually agreed upon.

Only notices approved by the Union Business Representative, or their designee, authorized in writing by the Union and approved by the Company may be placed on the bulletin boards.

Section 3.10 Nothing in this agreement is intended to abridge the right of a Site Manager or SRC Manager as applicable to privately discuss with any employee under their supervision topics pertinent to the workplace, including but not limited to, the employee's job performance.

Section 3.11 Joint Meetings. Should either party desire to discuss with the other any matter affecting generally the relationship of the parties, a meeting of Union and management representatives shall be arranged upon request of either party. Such meeting shall take place at a time mutually convenient to both parties. Any use of Company time for attendance at such meetings shall be arranged in advance by mutual agreement.

This section is intended to provide a free avenue of communication between the Union and the Company, and suggestions, complaints, or other matters may be presented by either party, provided that neither party shall be required to discuss any item brought up by the other party nor be bound to act upon any item presented. However, both parties agree to discuss informal grievances and complaints.

ARTICLE 4
GRIEVANCE PROCEDURE AND ARBITRATION

Section 4.1 Establishment of Grievance and Arbitration Procedure. Grievance or complaints arising between the Company and its employees subject to this agreement, or the Company and the Union, with respect to the interpretation or application of any of the terms of this agreement, shall be settled according to the following procedure. Subject to the terms of this article relating to cases of dismissal or suspension for cause or of involuntary resignation, only matters dealing with the interpretation or application of terms of this agreement shall be subject to this grievance machinery.

Section 4.2 Employee Grievances. In the case of grievances on behalf of employees and subject to the further provisions of Section 4.3 below, relating to cases of layoff or dismissal or suspension for cause of involuntary resignation:

STEP 1. Oral Discussion. The employee first shall discuss their grievance with the steward and if the steward considers the grievance to be valid then the employee and the steward will contact the employee's Site Manager or SRC Manager as applicable and will attempt to affect a settlement of the complaint. This procedure, however, will not prevent an employee from contacting their Site Manager or SRC Manager as applicable if they so choose. If the purpose of the employee's contacting their Site Manager or SRC Manager is to adjust the grievance, the steward shall be given an opportunity to be present and such adjustment shall be in conformity with this agreement.

STEP 2. Grievance Reduced to Writing. Handling at management level. If no settlement is reached in Step 1, the steward, if they considered the grievance to be valid, may at any time reduce to writing a statement of the grievance or complaint which the grievant must sign and it shall contain the following:

(a) The facts upon which the grievance is based.

(b) Reference to the section or sections of the agreement alleged to have been violated (this will not be applicable in cases of dismissal or suspension for cause or of involuntary resignation).

(c) The remedy sought.

The steward shall sign and submit the written statement of grievance to the Site Manager or SRC Manager as applicable for their consideration, with a copy to the designated representative of the Company. After such submission, the Site Manager or SRC Manager and the steward may, within the next five (5) workdays, unless mutually extended, settle the written grievance and, over their signatures indicate the disposition made thereof. Otherwise, promptly after the expiration of such five (5) day period, or agreed extension thereof, the Site Manager or SRC Manager and the steward shall sign the grievance and their signatures will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached.

STEP 3. Written Grievance Handling at Business Representative/Company Representative Level. If no settlement is reached in Step 2 within the specified or agreed time limits, the business representative or their designee may at any time thereafter submit the grievance to the designated representative of the Company. After such submission, the designated representative of the Company and the business representative or their designee may, within the next ten (10) workdays, unless mutually extended, settle the grievance and, over their signatures, indicate the disposition made thereof. Otherwise, promptly after the expiration of such ten (10) day period, or agreed extension thereof, the designated representative of the Company and the business representative, or their designee, shall sign the grievance and their signatures will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached.

STEP 4. Arbitration. If no settlement is reached in Step 3 within the specified or agreed time limits, then either party may in writing, within ten (10) workdays thereafter, request that the matter be submitted to an arbiter for a prompt hearing as hereinafter provided in Sections 4.6 to 4.7, inclusive.

Section 4.3 Disciplinary Action, Suspension, Termination. When disciplinary action, which could result in suspension or discharge, is contemplated, the Union/Shop Steward will be notified 48 hours prior to, so that they may have input into contemplated discipline. When immediate termination is being considered, the Shop Steward shall be given the opportunity by the Company to attend a disciplinary hearing prior to imposition of the termination. In all other discipline contemplated, the Shop Steward will be given at least 24 hours' notice prior to the discipline becoming effective.

Section 4.4 Disciplinary Files. The Company recognizes progressive discipline as a verbal warning, written warning, suspension and termination. Any verbal discipline will be removed from the employees' personal file after six months from the date of the infraction and not be considered for any further discipline. Any written discipline will be removed from the employees' personal file after one year from the date of the infraction and not be considered for any further discipline. For discipline involving a suspension the discipline will be removed two years from the date of the infraction and not be considered for any further discipline. For any Act of Workplace violence there is no limitation.

Section 4.5 Union Versus Company. Processing of grievances which the Union may have against the Company shall begin with step 3 and shall be limited to matters dealing with the interpretation or application of terms of this agreement. Such grievance shall be submitted in writing to the designated representative of the Company, and shall contain the following:

(a) Statement of the grievance setting forth the facts upon which the grievance is based.

(b) Reference to the section or sections of the agreement alleged to have been violated.

(c) The correction sought.

The grievance shall be signed by the designated representative of the Union. If no settlement is reached within ten (10) workdays (unless mutually extended) from submission of the grievance to the designated representative of the Company, both shall sign the grievance and indicate that it has been discussed and reconsidered by them and that no settlement has been reached. Within ten (10) workdays thereafter the Union may in writing request that the matter be submitted to an arbiter for a prompt hearing as hereinafter provided in 4.7 to 4.8, inclusive.

Section 4.6. Retroactive Compensation. Grievance claims involving retroactive compensation shall be limited to sixty (60) calendar days; prior to the written submission of the grievance to Company representatives, provided, however, that this sixty (60) day limitation may be waived by mutual consent of the parties.

Section 4.7. Selection of Arbiter - From Federal Mediation and Conciliation Service. The parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbiters. Such requests shall state the general nature of the case and ask that the nominees, be qualified to handle the type of case involved. When notification of the names of the panel of seven (7) arbiters is received, the parties in turn shall have the right to strike a name from the panel until only one name remains. The right to strike the first name shall be determined by lot. The remaining person shall be the arbiter.

Section 4.8 Arbitration - Rules of Procedure. Arbitration pursuant to Step 4 shall be conducted in accordance with the following

4.8(a) The arbiter shall hear and accept pertinent evidence submitted by both parties and be empowered to request such data as they deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the completion of the hearing.

4.8(b) The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on both parties.

4.8(c) The arbiter shall rule only based on information presented in the hearing before him and shall refuse to receive any information after the hearing except when there is a mutual agreement, in the presence of both parties.

4.8(d) Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs with a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

4.8(e) Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

4.8(f) The Union and the Company shall equally share the cost of the arbiter including their necessary expenses.

4.8(g) The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one half of the stenographic costs.

Section 4.9 Extension of Time Limits by agreement. Time limits designated in this Article for processing grievances and for bringing a matter to arbitration may only be extended by mutual written consent.

Section 4.10 Agreement Not to be Altered. In arriving at any settlement or decision under the provisions of this Article, neither the parties nor the arbiter shall have the authority to alter this agreement in whole or in part.

Section 4.11 Conference During Working Hours. All conferences resulting from the application of provisions contained in this article shall be held during working hours.

Section 4.12 Business Representative, When Not Available May Authorize Designee. For any period that the Business Representative is unavailable to serve in that capacity under this Article 4, they may designate an accredited steward or another accredited Business Representative to act for him, as their designee. As to each such period of unavailability, authorization of the designee will be accomplished by the Business Representative informing the appropriate Company representative of the expected period of the Business Representative's unavailability to perform their duties under this Article 4, they shall promptly notify the Company representative of the fact and such notice will terminate the period during which the designee is authorized to act.

Section 4.13 Signing Grievance Does Not Concede Arbitrable Issue. The signing of any grievance by any employee or representative either of the Company or of the Union shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitrable issue or is properly subject to the grievance machinery under the terms of this Article.

ARTICLE 5
SENIORITY

Section 5.1 Probationary Employees.

> **5.1(a)** For the first ninety (90) days of employment, employees shall be considered as on probation and without seniority. However, if a probationary employee is laid off and rehired within a period of time not in excess of the time they had previously spent as a probationary employee, they will be credited with the time previously worked toward the completion of their probationary period. Upon the completion of their probationary period, their seniority date will then be established as of ninety (90) days prior to the completion date of their probationary period.

> **5.1(b)** During such ninety (90) day period, probationary employees may be laid off or terminated at the discretion of the Company. Such layoffs or terminations during the probationary period shall not be subject to the grievance and arbitration procedure.

Section 5.2 Establishment of Seniority. The seniority date of each employee, who, as of the effective date of this agreement, is in the unit defined in Article 1, on authorized leave of absence from the unit or acting in a Site Manager or SRC Manager as applicable capacity over employees in the unit shall be in conformance with the date carried on the Company's service records. The seniority date of each employee, who, subsequent to the effective date of this agreement is hired, rehired, or transferred into the unit shall be the effective date of such hire, rehire, or transfer.

Section 5.3 Employees with Identical Seniority Dates. When two or more employees have the same seniority date as herein provided, the employee having the lowest clock number (the last four (4) digits of one's social security number) shall be considered as having the least seniority for tie breaking purposes.

Section 5.4 Accumulation Seniority. Seniority shall accumulate to:

5.4(a) Employees who are on the active payroll of the Company and in the bargaining, unit defined in Article 1 of this agreement:

5.4(b) Employees who are promoted to positions supervising bargaining unit employees shall retain seniority for six months while they remain in a supervisory position; Employees may return to the Bargaining unit to existing job openings only, under paragraph 12.5 of the Agreement.

5.4(c) Employees while on active military service and reinstated in compliance with applicable law.

5.4(d) Time spent on authorized leave of absence for Union business in accordance with Article 8.

5.4(e) Time lost by reason of industrial injury, or industrial illness not to exceed the time limits on layoff statue provided in 5.4(h).

5.4(f) Time spent on authorized leave of absence granted because of pregnancy or to cover periods of non-industrial injury or illness, not to exceed 12 months during any such period.

5.4(g) The first 30 days of any other authorized leave of absence.

5.4(h) Time spent on layoff for a period not to exceed (3) years, or for employees with less than one (1) year seniority, time spent on layoff for a period not to exceed one (1) year.

Section 5.5 Loss of Seniority. An individual shall lose seniority rights for the following reasons:

5.5(a) Resignation. In addition to normal resignations, an individual who, while on leave of absence, engages in other employment without prior written approval by the Company, or fails to report for work or to obtain renewal of their leave on or before its expiration, will be considered as having resigned.

5.5(b) Discharge for just cause.

5.5(c) Failure to respond with an acceptance within seven (7) calendar days after dispatch of a recall from layoff notice by email, phone call, or certified mail (unless such period is extended by the Company).

5.5(d) Failure to report for work within seven (7) calendar days after acceptance or on such later date as may be designated by the Company.

5.5(e) Failure to keep the Company advised by certified mail of any changes in current mailing address. The Company will fulfill its obligation for notice of recall by mailing a certified notice to the employee's last address of record;

5.5(f) Layoff for a period in excess of three (3) years (or for employees with less than one (1) year seniority, layoff in excess of one (1) year);

5.5(g) Retirement.

5.5(h) Absence in excess of three (3) consecutive working days without notice, either by telephone or written message by messenger to their immediate supervisor shall constitute "resignation" as in 5.5(a) above, unless satisfactory evidence of inability to report for work is shown.

Section 5.6 Transfers to and From the Bargaining Unit.

5.6(a) The Company may transfer or promote employees covered by this agreement to supervisory positions.

5.6(b) Employees transferring to salaried positions shall retain their bargaining unit seniority for six months but shall not accumulate additional seniority while they remain in such salaried positions.

5.6(c) The Company at any time may transfer or demote to positions within this unit those employees who have accumulated or are accumulating seniority under Section 5.2 of this Article 5. Such transfers or demotions may be made subject only to the job return rights of others to the extent provided in Article 12.

ARTICLE 6
WORKWEEK, HOURS OF WORK, SHIFTS

Section 6.1 Workweek. The normal work week shall consist of forty (40) hours and of five (5) consecutive days: Monday, Tuesday, Wednesday, Thursday and Friday. The assigned workweek for each employee for payroll purposes, shall be a period from 12:00 AM **Saturday** to 11:59 PM **Friday**. The normal work schedule shall consist of five consecutive workdays. Monday through Friday followed by two days of rest (Saturday and Sunday). The Company will attempt to meet its irregular workweek assignments (as stated in Section 15.7 Irregular Work Week) on a voluntary basis among the employees. In the event there are insufficient volunteers to meet the requirement, the supervisor may designate and require the necessary number of employees to work the irregular workweek, in reverse seniority provided they are qualified. Employees assigned to irregular workweek shall be so assigned for a minimum of ninety (90) calendar days.

Section 6.2 Shifts; Lunch Periods; Rest Periods. Each employee shall be assigned to a definite shift with designated times of beginning and ending. The first, second and third shifts each shall be an eight hour and thirty-minute period which shall include a thirty-minute unpaid, uninterrupted lunch period. Each employee who is required to work two or more hours prior to the start of their regular shift shall receive a ten-minute rest period prior to the start of their regular shift. Each employee who is scheduled to work two or more hours of overtime after their regular shift shall receive a ten-minute rest period prior to the start of the overtime, and every two hours thereafter. Changes of shift assignments shall be made on the first day of a new workweek whenever practicable.

The designated times of beginning each shift during the scheduled workweek (the period covered by Section 7.2) shall be: first shift between 6:00 A.M.; second shift between 2:00 P.M.; third shift between 10:30 P.M. (+/- one-hour, when approved by Program Management.)
Each employee shall be given a ten-minute rest period in each half of the shift to which they are assigned; the time of starting each such rest period to be designated by the Company. Changes of shift assignments shall be made on the first day of a new workweek whenever practicable. In the event an employee's shift is temporarily changed (less than five (5) consecutive workdays) during their regular workweek, the employee shall be compensated at the appropriate premium rate on the workday of the change, for all hours worked outside of their previously established shift of work.

Section 6.3 Shift Preference. The Company reserves the right to assign employees to second and third shift, with (14) fourteen calendar days' notice, to ensure mission requirements and operational commitments are met, for a period of time mutually agreed upon by both parties. Senior employees shall be given preference over other employees for placement in an available job opening in their classification. If there are no volunteers to take on a shift opening, then the Company will move to fill the position by reverse seniority in the affected classification. (For purposes of clarification, shifts as defined in this section will include days of rest). Under no circumstances will the provisions of this Section 6.3 be construed to enable an employee, at their insistence and request, to displace a less senior employee from their job and shift.

Section 6.4 Alternative work week_schedules. "Alternative workweek schedule" is defined as any regularly scheduled workweek requiring an employee to work more than eight hours in a 24-hour period. This provision is to allow the parties to this agreement enter into an arrangement that would permit represented employees an opportunity to work an Alternate Work Schedule as permitted by Company procedures. The parties may by mutual agreement waive and/or modify the CBA as necessary to accomplish the Alternate Work Schedule, by Memorandum of Agreement. It is understood that the parties as described in this section work with a Union official (Shop Steward) as identified by the Union, (the designated Union representative must be identified in writing and given to the Vertex Corporate Labor Relations Lead). Any such schedule shall be first offered on a voluntary basis, in the order of seniority to those qualified, if there are no volunteers to take on an alternate work schedule, then the Company will move to fill the position by reverse seniority for those qualified .

ARTICLE 7
OVERTIME

Section 7.1 Overtime. The Company will attempt to meet its overtime requirements on a voluntary basis among the employees who normally perform the work on a straight time basis; however, in cases of selective overtime, new hires or rehires may be excluded for the first ninety (90) calendar days of their employment. In the event there are insufficient volunteers to meet the requirement, the supervisor may designate and require the necessary number of employees to work the overtime, and a reasonable effort will be made to equalize overtime between employees within a work group, such work groups to be determined by the Company.

Section 7.2 Time worked within an assigned shift period shall be compensated at straight time rates.

Section 7.3 For time worked outside of their assigned shift, an employee shall be paid one and one-half times their base rate for the first two hours and double their base rate thereafter.

Section 7.4 For the first eight hours of work by an employee on the first day of this two consecutive days of rest, such employee shall be paid one and one-half times their base rate for that shift and double such base rate thereafter.

Section 7.5 Any time worked on the second day of an employee's two consecutive days of rest shall be paid for at double their base rate for such shift and such double time shall remain in effect for all hours continuously worked.

Section 7.6 Wage Payment Basis. Employees shall be paid for time worked computed to the nearest one-tenth hour.

Section 7.7 New Assignments. When employees are assigned to work in a higher job classification, the new pay rate shall be effective in the employee's paycheck for all hours worked on the date which the new assignment is made. Notification forms of the revised classification shall be given to the employee as soon as practical after the assignment.

Section 7.8 Overtime Distribution

7.8(a). An employee who starts an assignment that will lead to overtime will have the first opportunity to complete the assignment regardless of their position on the overtime roster.

7.8(b). An overtime roster will be maintained at each major work area by shift. Hours worked and rejected will be recorded on the overtime roster.

7.8(c). Notwithstanding the provisions of paragraph, A above, overtime assignments will normally be offered first to those employees lowest on the overtime roster.

ARTICLE 8
LEAVE OF ABSENCE

Section 8.1 Authorized Leaves of Absence. For the time period indicated in each instance, leaves of absence (without pay except to the extent vacation credit or sick leave credit can be used and is used under and in accordance with Articles 16 and 17) shall be granted to an employee on the active payroll:

8.1(a) In case of accident or illness, for the period of time the injury or illness requires that the employee be absent from work. The Company may require satisfactory proof of such illness. Alcoholism may be the basis for granting medical leave to individuals while under treatment at a recognized and accepted treatment center or hospital if such treatment is requested prior to the employee being terminated for unsatisfactory attendance or violation or other Company rules.

8.1(b) In pregnancy cases, upon request of the employee or at such time as leave shall be mandatory under any applicable law. The Company must be notified immediately upon medical confirmation that a pregnancy exists.

8.1(c) For the period of time necessary to serve in the Armed Forces of the United States.

8.1(d) When he is appointed by the President or Directing Representative of the Union representing the particular unit, or selected to a full-time Union position, for the period of time necessary to fill such position.

8.1(e) The Company may grant leaves of absence without pay for other reasons that the Company considers valid.

8.1(f) Requests for leaves of absence must be made in writing to the Company and specify the reason for the absence.

Section 8.2 Return from Leave of Absence. An employee who applies for return from leave of absence on or before the expiration date of their leave will be returned in accordance with the following:

8.2(a) When an employee returns from a leave of absence that was granted due to industrial injury or industrial illness and is medically able to perform the job which was last held.

8.2(a)(1) The employee will be returned to that job if this does not conflict with Article 12.

8.2(a)(2) If this does conflict with Article 12, the employee will be considered for any job that they are qualified and able to perform, or (if a surplus occurred that would have affected him during such leave) be subjected to surplusing procedures with Article 12.

8.2(b) When an employee returns from a leave of absence described in paragraph 8.2(a) and is not able to perform the job last held due to medical limitation, they will be considered for any job that they are qualified and able to perform, or (if a surplus occurred that would have affected him during such leave) be subjected to surplusing procedures, all in accordance with Article 12.

8.2(c) When an employee returns from a leave of absence that was granted due to non-industrial injury or illness or because of pregnancy, and the period of the leave has not exceeded one year, and the employee is able to perform the job last held, the steps and procedures of subparagraphs 8.2(a)(1) and 8.2(a)(2), limitation will apply.

8.2(d) When an employee returns from a leave of absence described in paragraph 8.2(c) and is medically not able to perform the job which they last held due to medical limitation, they will be considered for any job which they are qualified and able to perform; otherwise, they may be placed on layoff, in accordance with Article 12.

8.2(e) If leave was granted due to non-industrial injury or illness and the period of leave is in excess of one year, the employee may be returned to the job title last held providing there is an opening in such job title and placement in such opening is not inconsistent with Article 12; otherwise, they may be placed on layoff.

8.2(f) If leave was granted for military service, the provisions of applicable laws shall apply.

8.2(g) If leave, irrespective of length, was granted for any reason other than those stated in paragraphs 8.2(a) to 8.2(f) inclusive, and in paragraph 8.2(h), the employee will be returned to the job title last held providing there is an opening in such job title and placement in such opening is not inconsistent with Article 12; otherwise, the employee may be placed on layoff.

8.2(h) If leave was granted to accept a full-time position with the Union, the employee will be returned to the job last held if such job is then populated. If such job is not then populated, the employee will be returned to one of equal grade.

ARTICLE 9
SAFETY

Section 9.1 Health and Safety. The Company will continue to make reasonable provisions for the safety and health of employees. The Union shall have the right to confer with the Company on matters pertaining to safety of the employees. A safety committee composed of one (1) employee at each project (shop) location appointed by the Union and up to a like number appointed by the Company will be formed to consider matters relative to these issues. The safety committee shall meet as required (but at least monthly) to conduct investigations and advise management.

The duties of the joint safety committee will be to advise on matters pertaining to Company compliance with applicable laws and regulations and make appropriate recommendations for the maintenance of proper standards. The principal duty of the joint safety committee will be to assure uniform application of such regulations and standards.

The Union shall cooperate with the Company to keep the plant in a safe, clean and sanitary condition. It is agreed by both parties that high standards of safety are to be maintained. No set of safety regulations, however, can comprehensively cover all possible unsafe working practices. Therefore, the Union and the Company undertake to promote in every practicable way the realization of the responsibility of the individual employee with regard to preventing accidents to himself or their fellow employees.

Section 9.2 Use of Safety Devices.

Hearing tests. Hearing tests will be conducted annually for Ground Support Equipment employees only. A copy of all hearing test will be kept in the employee's training record and be available upon request by the employees.

Section 9.3 Requirement of Medical Examination. In the interest of continued safety of individuals and their fellow employees, any applicant for employment or any employee may be required through government regulations or by the Company to undergo a medical examination by a doctor of the government's or the Company's selection. If the diagnosis or examination results furnished by the Company doctor are not satisfactory to the employee, he may obtain an opinion from their own doctor. If a disagreement still exists, an additional doctor, mutually agreed upon by the Company and the Union, will be acquired for their analysis. If the mutually agreed upon doctor's diagnosis agrees with the employee's doctor, the Company shall only pay for the services of the mutually agreed upon doctor. The cost incurred for services of all other non-Company physicians shall be the sole responsibility of the employee who gave rise to the dispute. All new hire candidates will be required to complete a Work Fit physical prior to employment. Additionally, employees returning from Medical leave must complete a Work Fit fitness for duty physical, at no expense to the employee.

ARTICLE 10
SEPARABILITY

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

ARTICLE 11
MISCELLANEOUS

Section 11.1 Inventions. Employees shall be permitted to retain ownership of inventions conceived or developed by them while performing work on any of the represented projects as an employee for the Company providing, however that the government and the Company shall have shop rights extending to all such inventions, which rights shall include the non-exclusive royalty-free rights on the part of the Company, to use such inventions and to make, have made, and sell products, parts or tools incorporating such inventions; and on the part of others making products parts or tools for the Company (to be by the Company or in its products), to incorporate or use such inventions in such products, parts or tools, on in the manufacture thereof.

Section 11.2 Sabotage. The Union agrees to report to the Company when it has knowledge of any acts of sabotage or damage to or the unauthorized or unlawful taking of Company, government, customer or any other person's or employee's property. The Union further agrees, if any such acts occur, to use its best efforts in assisting to identify the guilty person or persons and notify the Company of its investigation.

Section 11.3 Security Clearance. Nothing in this agreement shall require the Company to employ or continue to employ or give access to any of its facilities or work locations, any person or persons to whom the cognizant security agency, in the interest of security against espionage or subversive activity, refuses to give access to classified information and/or work. However, the Company will give consideration to assigning an employee in their job title to an area for which he is qualified, and a clearance is not required. Employees who cannot obtain or lose their security clearance will be placed on lay off status and may access the appeal process for the Security Clearance reinstatement. Upon obtaining or renewing their Security Clearance the employee will return to their previous held job classification. If the employee is unable to obtain reinstatement of their Security Clearance within two years, the employee will be terminated.

Section 11.4 Non-Discrimination. All terms and conditions of employment included in this agreement shall be administered and applied without regard to race, color, religion, national origin, status as a disabled or veteran, age, sex, or the presence of a handicap except in those instances where age, sex or the absence of a handicap may constitute a bona fide occupational qualification. If administration and application of the contract is not in contravention of federal laws, such administration shall not be considered discrimination under this Section 11.4.

Notwithstanding any other provision of Section 11.4 of this agreement, a grievance alleging a violation of this Section 11.4 shall be subject to the grievance procedure and arbitration of Article 4 only if it is filed on behalf of and pertains to a single employee. Class grievances based on alleged violation of this Section 11 4 shall not be subject to the grievance procedure and arbitration under this agreement.

Section 11.5 Successor and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns; but in the event the Company ceases to perform on this United States Navy Contract, the Company shall be released from all obligations on the project(s) so affected under this agreement.

Section 11.6 Performance of Work. Non-Bargaining unit employees will not perform the duties of employees in the bargaining unit, except in emergency situations (a serious or unexpected, and potentially dangerous situation requiring immediate action to ensure the mission is not negatively impacted), or for the purpose of instructing employees. Non-Bargaining Unit employees are not to perform any unit work solely to prevent a unit employee from earning overtime. Unrepresented employees shall not be assigned to displace employees in the bargaining unit identified in this agreement during periods such unrepresented employees remain outside any such bargaining unit.

Section 11.7 Travel Reimbursement. The Company will furnish, to the Union, copies of the present published Company policies relating to reimbursement of travel

Section 11.8 Uniforms. Uniforms are mandatory. After employees complete their probation period, complete sets of uniforms will be provided as follows:

1. Initial Issue (New Hires following the probation period)

- Five (5) shirts (employee must have a minimum of 3)
- Five (5) pants or Five (5) shorts or a combination thereof (employee must have a minimum of 3)
- Two (2) jackets, one may be cold weather

Note: The employee has the option to substitute up to two (2) pants and two (2) shirts for the following: coveralls or a set of rain gear (one pant and one shirt equals a set of rain gear or one coverall). Insulated coveralls may be requested by the employee and approved by management.

2. Annual Issue

- Two shirts
- Two pants or shorts (or a combination thereof)

Note: The employee will receive two jackets every other year and has the option to substitute up to two (2) pants and two (2) shirts for the following: coveralls or a set of rain gear (one pant and one shirt equals a set of rain gear or one coverall). Insulated coveralls may be requested by the employee and approved by management.

During times of warm weather, employees may wear company issued T-shirts with the Vertex Aerospace LLC., logo. Employees may request an exchange of uniform pieces they feel are unserviceable. Serviceability of uniform pieces will be determined by management. The employees may wear Union shirts while on duty on Fridays in appropriate colors (gray/white/black). Union shirts will be purchased by the employees.

Annual Issue

The uniform issue will be given to the employees no later than March 31st of each year. If there are any issues with shipping that may delay the issuing of the uniforms, the Company will advise the Chief Union Steward.

Section 11.9 Bargaining Unit Status Report. A quarterly seniority list, updated monthly, will be provided to the Union. The report will include the following information:

(a) Employee name
(b) Last 4 digits of the employees Social Security Number.
(c) Job Classification
(d) Seniority date
(e) Current Address

Section 11.10 Masculine - Feminine References. In construing and interpreting the language of this agreement, gender neutral terms will be used to address masculine and feminine.

Section 11.11 Contributions to Machinists' Nonpartisan Political League. Upon receipt by the Company of a signed voluntary authorization by an employee, on a form approved by the Company, requesting that there be deductions made from their wages, in a monthly amount designated by the employee, such deductions to be forwarded to the Union for use by the Machinists Nonpartisan Political League, the Company will thereafter make such deductions and forward them to the Machinists' Nonpartisan Political League, in care of the Union. Such authorization will remain in effect for the duration of this agreement, unless earlier canceled in writing by the employee.

Section 11.12 Contributions to Guide Dogs of America. Upon receipt by the Company of a signed voluntary authorization by an employee, on a form approved by the Company, requesting that there be deductions made from their wages, in a monthly amount designated by the employee, such deductions to be forwarded to the Union. Such authorization will remain in effect for the duration of this Agreement, unless earlier canceled in writing by the employee.

Section 11.13 Bereavement Leave. Bereavement leave of three (3) **paid** days **and two (2) unpaid work-days, with the option to utilize vacation or sick time,** or five (5) days when service requires travel of more than three-hundred (300) miles from the workplace with pay, will be provided for full time Company employees when an employee loses time due to a funeral, interment, or like service of a member of their immediate family. Bereavement leave will be paid only upon request and with accompanying written particulars of the bereavement leave requested. Additional time off will be vacation time or leave without pay. Immediate family members are defined as a parent, spouse, child, stepchild, foster child, brother or sister, grandparent, grandchild or spouse’s grandparents, parent-in-law, brother-in- law, sister-in-law.

Section 11.14 The Company will implement a Substance Abuse Policy, including all testing procedures and it will be included as Appendix B in this agreement.

Section 11.15 The Company and Union agree that a tuition assistance program will be available to all bargaining unit personnel per Company policy.

Section 11.16 If the facility is deemed inaccessible due to severe weather, natural disaster, or base/worksite inaccessibility for any reason, the employee will be paid for their regular scheduled workday, up to a maximum of (8) hours per day, provided Government relief to the Company. The Company will use best efforts to obtain relief from the Government.

ARTICLE 12
LAYOFF, RECALL AND TRANSFERS

Section 12 Surplus Action, Transfer, and filling Job Vacancies will be site specific.

Section 12.1(a) In effecting a reduction in force within a work center by job classification, the following procedure shall be followed. Probationary employees will be laid off first, followed by voluntary layoff in the work center and classification; followed by full time employees in the work center, by classification in reverse seniority order. In cases of layoff, the employee shall be given a copy of the layoff slip, a minimum of 14 days prior to the layoff becoming effective. If they are not available, copies of the slip will be sent to the employee and to the Union office. The employee shall have the right to appeal the action shown on the slip providing the Union files a written grievance with the designated representative of the Company within seven (7) workdays after the date of layoff dismissal, or suspension for cause of involuntary resignation, or within seven (7) workdays after the date of the mailing of the copy of the slip. The written grievance then may be processed through subsequent steps.

Section 12.1(b) Affected full time employees referenced in 12.1(a) will be offered a lateral or lower job classification provide they have the required qualifications and certifications on the date of layoff notification if their seniority permits.

Section 12.2 Recall from Layoff. Employees who are on active layoff status from job classifications having job openings will be recalled in order of seniority. Following any layoff, as employees are needed for recall they shall be recalled in reverse order to the order in which they were laid off. An employee who has bumped to a lower job classification in lieu of layoff will be offered recall to their previous job classification only one time. If they decline the offer, they will not have further recall rights to their said previous job classification. When an employee returns to their previous job classification the employee shall receive the current rate of pay plus any general wage increases, they would have received if the layoff had not occurred. The employees' sick leave balance at the time of the layoff will be reinstated at the time the employee is recalled.

Section 12.2(a) Employees will be notified of recall in writing by certified mail of their last known address on the Company's records, with a copy to the Union, and the employee will be required to report to work within fourteen (14) calendar days following receipt of the written notice. Failure to do so will result in automatic loss of seniority and the employee will be terminated. The employee must keep the Company properly informed of their address and phone numbers.

Section 12.3 Temporary Assignment
The Company may temporarily assign employees to perform work assignments for other job classifications. Such work assignment shall not exceed sixty (60) calendar days, unless agreed by the parties.

Section 12.4 Qualifications
Job descriptions (as identified in Appendix "A") which are a part of this agreement will not be published in the agreement in order to keep such documents confidential. The original documents will be signed by both parties. Such documents will be made available upon request.

Section 12.5 Requested Transfer/Job Vacancies
The Company will make known to all employees of any job vacancies or openings by posting jobs for seven (7) working days, and the employees will make known their interest in such openings. Such postings will be made by management and a copy will be provided to the stewards. The employee transfer system, including the posting of openings on the Company bulletin boards, will be established and will allow each employee to make application for transfer and will fill the open job positions by seniority and qualifications.

"Qualified" and "qualified to perform the work" as used in this agreement shall mean possession of the required experience, if any, and required training, if any, and the ability to perform satisfactorily the required duties of the job and to meet standards of quantity and quality without the need of extensive training.

ARTICLE 13
JURY AND WITNESS DUTY

Section 13.1 An employee absent from work due to required jury duty will be paid for such lost hours at their current straight time base rate, including shift differential where applicable, up to a maximum of eight hours per day, for each regular workday the government body that summoned the employee for jury duty pays the employee. Employees will be paid eight (8) hours jury duty pay and will be excused from them scheduled shift if they serve more than four (4) hours on the day so assigned as a juror. All other employees must report for work provided there are more than four (4) hours available on their shift either prior to their scheduled report time for jury duty or after their release from jury duty (two (2) hours of this time will be considered as travel/preparation time). Second and third shift employees summoned to jury duty will be temporarily assigned to first shift on a weekly basis during the time required to serve. Fees received for jury duty will not be deducted from such pay. The employee will furnish to the Company evidence satisfactory to the Company showing the performance of jury duty that meets the requirements of this Section 13.1.

Section 13.2. An employee absent from work in order to comply with a subpoena as a witness in a federal or state court of law, will be paid for such lost hours at their current straight time base rate, including shift differential where applicable, up to a maximum of eight (8) hours per day, for each regular workday for which he is paid a daily witness fee. Employees will be paid eight (8) hours witness duty and will be excused from their scheduled shift if they serve more than four (4) hours on the day so serving as a witness. All other employees must report to work provided there are more than four (4) hours available on their shift either prior to their scheduled report time for witness duty or after their release from witness duty (two (2) hours of this time may be considered as travel/preparation time). Witness fees will not be deducted from such pay. An employee is not entitled to such pay under this Section 13.2 in circumstances where the employee (1) is called as a witness against the Company or its interests; or (2) is called as a witness on their own behalf in an action in which he is a party; or (3) voluntarily seeks to testify as a witness; or (4) is a witness in a case arising from or related to their outside employment or outside business activities. The employee will furnish to the Company evidence satisfactory to the Company showing their attendance as a witness that meets the requirements of this Section 13.2.

ARTICLE 14
SHORT-TERM MILITARY DUTY

An employee who is a member of a reserve component of the Armed Forces, who is required to enter active annual training duty or temporary special services duty, shall be paid their normal straight time earning, up to a maximum of ten workdays each calendar year. The amount due to the employee under this Article shall be computed and paid upon receipt of the employees Earnings and Leave statement, reduced by the amount received from the government body identified with such training duty or services for the period of such duty (up to the maximum period mentioned above). Such items as subsistence (does not include allowance for quarters), uniform and travel allowance shall not be included in determining pay received from state or federal government.

ARTICLE 15
RATES OF PAY

Section 15.1 Rates of Pay. The base wage for employees covered by this agreement shall be as noted in Appendix A.

Section 15.2 Effective Date of Increase. The effective date of the annual pay increase identified in this agreement shall be 1 February of each year of the Agreement, as identified in Appendix "A" Table 1. The effective date of any other pay increase shall be the date of the occurrence.

Section 15.3 Leads. The Company shall have the right to determine the successful bidder on future Senior Technician positions.

- Senior Technicians for off sites remain unaffected.
- Senior Technicians will be assigned to second and third shift only at Tinker.
- There will be no temporary Senior positions assigned on single-person shifts.
- There will be one (1) Sr. Enhanced Phase Maintenance Technician assigned to 1st shift and 2nd shift at Tinker AFB, OK.

Section 15.3A Premium Pay. An Employee assigned as Aircraft Maintenance Material Readiness List (AMMRL) or Individual Material Readiness List (IMRL) or Metrology and Calibration (METCAL) Coordinator shall receive the senior level position rate of pay while performing the duties.

Section 15.4 Shift Differential. Employees assigned to *second shift*, shall receive a shift differential of **one dollar twenty- five cents ($1.25)** per hour, in addition to their regular rate of pay. Employees assigned to *third shift*, shall receive a shift differential of **one dollar twenty- five cents ($1.25)** per hour, in addition to their regular rate of pay.

Section 15.5 Paydays. Pay statement shall be viewable to the employees on Friday and shall represent the earnings of the employee for the two-week pay period from Saturday the beginning of the first week through Friday the ending of the second week.

Section 15.6 Report Time/Call-In Time. If an employee reports for work in accordance with instructions, they shall receive a minimum of four (4) hours pay at their base rate. Report time will not apply in case of emergency shutdown arising out of any condition beyond the Company's control. An employee who leaves work of their own volition, or because of incapacity (other than industrial injury), or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during that day. An employee that leaves work because of incapacity due to industrial injury will be paid eight hours pay at their base rate.

Section 15.7 Irregular Work Week. The current irregular work week schedules are Tuesday through Saturday followed by 2 days of rest (Sunday and Monday), or Sunday through Thursday followed by 2 days off (Friday and Saturday). Any additions or changes to the work schedules will be in accordance with 6.4. Effective February 1, 2022, when an employee is assigned to an irregular work week, they shall receive an additional **one dollar and twenty- five cents ($1.25)** per hour added to their base rate and made a part thereof while so assigned.

Section 15.8 Wage Payment Basis. Employees shall be paid for time worked computed to the nearest one-tenth hour.

Section 15.9 It is the intent of the Company that all employees will be scheduled to work 40 hours per week, 8 hours per day.

ARTICLE 16
VACATIONS

Section 16.1. General. It is the policy of the Company to grant vacation credits to employees. It is believed that a reasonable period of time away from the job is conducive to good health and well-being and can have a refreshing effect that is to the advantage of the Company as well as the employee. Accordingly, it is management's responsibility to give each eligible employee the opportunity to take a vacation each year. Every effort will be made to ensure that each employee uses all their vacation credits for time off within the period of time available to them.

Section 16.2 Accumulation of Credits.

> **16.2(a)** Vacation credits will be awarded according to the schedule as listed in paragraph 16.4(a) of this Article. Credit will be given for the employee's total length of service which is continuous with the Company, and other predecessor contractors who performed similar work, and was determined to be a predecessor to the Company under the Service Contract Act.
>
> **16.2 (b)** Vacation credits will be accrued on a bi-weekly pay period basis and will be immediately available for use in (.1) one tenth hour increments.
>
> **16.2 (c)** Vacation credits will not be accrued during period of layoff, strike, or after the first thirty (30) calendar days of a leave of absence.

Section 16.3 Eligibility Conditions. The vacation eligibility date will be the date of last hire by the Company or predecessor contractor when service was continuous, or the most recent rehire date following a termination.

16.4 An employee who meets the requirements as set forth in paragraphs 16.3 in this Article shall be eligible for vacation credits in accordance with the following:

VACATION SCHEDULE

Years of Service	Annual Vacation	Credited Hours per Pay Period
0-48 Months	10 days	3.0770
49 – 132 Months	15 days	4.6154
133-192 Months	20 days	6.1539
193 months Plus	25 days	7.6920

Section 16.5 Accrued Credits. Previously awarded vacation credits which remain unused on the employee's anniversary date of each year will be carried to the following year up to a maximum of 200 hours. Any hours not carried over shall be paid at the current wage rate.

Employees may sell back vacation once, at any time during the year. The vacation hours will be paid at the current wage rate.

Section 16.6 Use of Vacation Credits Use of vacation credits will follow the following guidelines.

16.6(a) They shall request vacation dates on forms provided by the company and the company will endeavor to schedule their vacation as requested.

16.6(b) In instances where company management believes the awarding of vacations as requested would interfere seriously with production requirements, the scheduling of vacations shall be as near to the dates requested as possible.

16.6(c) In scheduling vacations, the company will attempt to meet its production requirements by use of employees on a voluntary basis, and, failing in this, the seniors will be given their preference of available vacation dates to the extent established vacation schedules will permit.

Section 16.7 Termination.

16.7(a) An employee who is removed from the active payroll shall be provided pay-in-lieu of vacation for all unused and accrued vacation credits in their account, regardless of reason for termination, per applicable wage laws.

16.7(b) An employee who is removed from the active payroll as a result of a voluntary quit, shall be compensated for any vacation accrued upon termination, per applicable wage laws.

ARTICLE 17
SICK LEAVE

Section 17.1 Accumulation of Sick Leave.

17.1 (a) Employees, on the active payroll shall earn sick leave credits at the rate of 3.0770 hours per pay period.

17.1 (b) Employees may carry over accrued, unused sick leave to a maximum of 200.

- Employees who currently have a balance of over 200 hours of sick leave will be 'grandfathered' and will continue to accrue up to and not exceeding a balance of 500 hours. At any point their sick leave balance drops below 200 hours, the 'grandfather clause' will no longer apply.

- Employees who currently have a sick leave balance below 200 hours will cap out at a maximum of 200 hours.

17.1 (c) Sick leave credits will not be accrued during period on layoff, strike, or after the first thirty calendar days of a leave of absence.

Section 17.2 Eligibility Conditions.

17.2 An employee's sick leave accrual & credit will not be affected by time spent on an approved Leave of Absence, Vacation, or Sick Leave.

Section 17.3 Use of Sick Leave.

17.3 (a) An employee shall be eligible to use sick leave credits (.1) in one-tenth hour increments as soon as bi-weekly credits have been awarded Payment for sick leave shall be at the employee's straight time base rate, including shift differential and irregular work week differentials where applicable, not to exceed a maximum of eight (8) hours pay for any one day of absence.

17.3 (b) Sick leave shall be granted under the following conditions:

1. Illness of employee. A doctor's note is needed if out for more than 3-days.

2. Medical or dental appointments which can only be arranged during working hours. (Employees should be encouraged to arrange medical or dental appointments so as to avoid absence from work when reasonably practical.)

17.3 (c) When sick leave cannot be charged because the employee has exhausted all sick leave credits and they are not yet eligible for an award of their next sick leave credits, the employee may use available vacation credits or be granted leave without pay.

17.3 (d) Employees on leave of absence may use sick leave credits only if the leave is for medical reasons.

17.3 (e) If an employee is laid off their sick leave balance will be paid out as soon as administratively feasible.

Section 17.4 Benefit Accrual. It is expressly agreed between the parties that the terms of this Agreement, and any accrual benefits are binding on any successor contractor or successor employer whether said successor takes over all or part of the operation. Specifically, but without limitation accrued but untaken sick leave shall continue as an obligation of any successor contractor or successor employer, and the employees covered by the collective bargaining agreement shall continue to have their individual credit with said successor the full amount of sick leave accrued.

ARTICLE 18
HOLIDAYS

Section 18.1 Dates on Which Observed. The following holidays shall be observed by the bargaining unit personnel:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Labor Day	**Floating Holiday**

The Floating Holiday will be effective 1 February 2025 and each January 1st thereafter. The Floating Holiday must be used within the calendar year and may not be rolled over from year to year. Floating Holiday requests shall follow procedures identified in Article 16. Employee cannot be paid in lieu of floating holidays; they have no cash value. Floating holidays are not considered hours worked and will not be included for overtime calculation.

If directed by the military base commander, the Company will observe any holidays declared as a legal holiday and observed by that respective military base, provided the Company is reimbursed by the customer.

The actual date of observance will be determined by the customer's schedule.

Section 18.2 Unworked Holidays. Eligible employees shall receive eight (8) hours pay for unworked holidays (those holidays designated above), at their base rate in effect at the time the holiday occurs, plus shift differential, if applicable.

Section 18.3 Worked Holidays. Employees who are required to work on the above-named holidays shall receive the pay due them for the holidays, plus double their base rate for all hours worked on such holiday, plus shift differential, if applicable, unless the employee starts to work at 10:30 P.M., or thereafter on that day.

Section 18.4 Holidays During Vacation. Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

Section 18.5 Holiday Observance When Occurring on a Scheduled Day of Rest. When a holiday falls on an employee's scheduled day of rest, the holiday will be moved in accordance with the following:

> **18.5(a)** If the holiday falls on the first day of rest, the last workday immediately preceding the holiday will be observed as the holiday.
>
> **18.5(b)** If the holiday falls on the second day of rest, the first workday immediately following the holiday will be observed as the holiday.

Section 18.6 Employees on Irregular Workweek. For those employees who regularly work Saturday and/or Sunday, receiving two (2) consecutive days off during the week, the two (2) days off shall be treated as "Saturday" and "Sunday," in that order, for the purpose of this Article 18. Should any of the holidays observed by the Company occur on such a "Sundays, the following day shall be considered as a holiday for such employees. Should any of the holidays observed by the Company occur on such a "Saturday," the preceding day shall be considered as a holiday for such employees.

ARTICLE 19
GROUP BENEFITS

Section 19.1 Type of Group Benefits Package for Employees on the Active Payroll.
The Company will provide group life, accidental death and dismemberment, medical, dental, vision, short term and long-term disability benefits for eligible full-time employees and medical and dental benefits, for covered dependents of eligible full-time employees

as agreed to during the 2016 negotiations. Such benefits will not change unless mutually agreed to by the Company and the Union.

Section 19.2 Cost of the Group Benefits Program for Employees on the Active Payroll (who elect the Group Benefit coverage). The Company will make available a Group Insurance Plan to all employees covered by this Agreement. The Insurance plan will include medical, dental, vision, term life, accidental death and dismemberment insurance, a prescription drug program and short-term disability insurance (STD). Medical, dental, vision insurance and a prescription drug program will be available for dependents of all employees. The coverage will begin the first day of hire and will end the last day of work.

The Vertex Aerospace 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 Aerospace standard Medical plan options, Dental, Vision, and Voluntary plan benefits described in this CBA.

The Company will offer the **PPO 1000 and HDHP** plans. The **HDHP** plan will be offered at a 90/10 cost share with the Company effective January 1, 2022 and all subsequent years **for the life of this agreement. The PPO 1000 plan will be offered at a** 85/15 cost share with the company effective **January, 1 2025** and all subsequent years **for the life of this agreement.**

Effective **2/1/2025** the Company will contribute to HSA $750 for employee only and $1500.00 for employee plus dependent.

The company and Union agree to provide or make available Flexible Spending Accounts for Health Care and/or Dependent care services. If employee is enrolled in an HSA Plan, they are not eligible for FSA.

Long term disability will be provided at an option for the employee to purchase.

Life insurance and accidental death and dismemberment will be at one (1) times the employee's annual salary.
STD 66.67% of Base weekly salary with a **$2,150** maximum. Elimination period of one (1) day for injury and eight (8) days for sickness with a maximum of 26 weeks.

Benefits will begin the first day of work and end the last day of work. In the event there is a change in plan design of those benefits described in this Article, those changes will be incorporated into the plan. The employee's medical premiums will not be increased except as outlined above.

Section 19.3 Details and Method of Coverage. The benefits summarized in the Group Benefits Package shall be procured by the Company under contracts and/or administrative agreements with insurance companies or health care contractors which will be in the form customarily written by such carriers and administrative agents, and the Group Benefits Package shall be subject to the terms and conditions of such contracts and/or administrative agreements, consistent with the plan summary.

The Company agrees that during the life of this agreement the particular insurance carriers may change from time to time but there shall be no reduction in the level of benefits provided and costs provided in this agreement.

Section 19.4 Administration. The Group Benefits Package shall be administered by the insurance companies, health care contractors or administrative agents with whom the Company enters into contractual relationships for the purpose of providing and/or administering the coverage contemplated by the Group Benefits Package and no question or issue arising under the administration of such Group Benefits Package or the contracts and/or administrative agreements identified therewith shall be subject to the grievance procedure or arbitration provisions of Article 4 of this Agreement.

Section 19.5 Copies of Policies to be Furnished to Union. Copies of the policies, contracts and administrative agreements executed pursuant to this Article 19, Group Benefits, shall be furnished to the Union. The coverage and benefits indicated in the Group Benefits Package, the rights of eligible employees in respect to such coverage, and the settlement of all claims arising out of such coverage shall be in accordance with the provisions, terms and rules set forth in such policies, contracts or administrative agreements.

Section 19.6 Federal or State Programs. If during the term of this Agreement, there is mandated by federal or state government a program that affords to employees covered by this Agreement similar benefits (such as but not limited to medical and dental benefits) to those that are afforded by this Agreement, benefits afforded by this Agreement shall be replaced by such federal or state program. The Company will comply with the provisions for the furnishing of such program to the extent required by law.

Section 19.7 Special Benefit Allowance (For those employees opting out of the Group Benefit Coverage)
An Opt Out Credit of $335.00 per pay period will be given to employees who decline medical coverage through Vertex Aerospace and provide sufficient proof of other qualified major medical coverage. If acceptable proof of other coverage is provided within 30 days of date of coverage declination, employees will receive Opt Out Credits

retro to date of coverage. If acceptable proof is not provided within new hire window, Opt Out Credits will begin on the first of the month following the date qualified proof of other coverage is reviewed and accepted by Vertex HR.

You may not be a dependent on another employee's medical coverage and receive Medical Opt-Out benefits. Employees receiving the credit may enroll in any other benefit, other than Company offered medical coverage. Employees must (1) Elect the Medical Opt-Out plan and (2) Furnish annual proof of eligible medical coverage during the initial enrollment time period and at the beginning of each plan year to qualify for the Medical Opt Out credit.

A. **Employees who Waive medical coverage and do not provide proof of other eligible medical coverage, do not qualify for the Medical Opt-Out credit.**

B. **Employee must immediately notify the Company if they lose coverage outside of the Company-offered medical plan. If an Employee's alternative health coverage ends, the Employee will not be eligible to participate in the opt-out program. The Employee must immediately notify the Employer of any loss of alternative coverage.**

C. **Eligible coverage is NOT from the individual market (either on or off the Market Place/Exchange) and meets the Affordable Care Act (ACA) guidelines of Minimum Essential Coverage (MEC).**

D. **Any Opt-Out credits paid to the employee when not eligible will be repaid to the Company.**

E. **The Medical Opt-Out credit will be managed in a manner consistent with applicable plan documents and federal regulations, including Medicare Secondary Payer rules.**

Employees may elect the Group Benefits Package when initially offered. If the employee declines the initial opportunity to purchase the Group Benefits Package, later application may be made during the annual open enrollment period or change in status described by the Plan. However, enrollment in the Life Plan will require evidence of insurability subject to approval by the life insurance Company, which may include the requirement for a physical examination at the expense of the employee.

Section 19.8 Fringe Benefit Rate: The Fringe Benefit Rate (FBR) is defined as the minimum Employer Contribution toward providing bona fide fringe benefits or Health and Welfare benefits (Group Health Insurance, Life and AD&D, PPR, Jury Duty Pay, Retirement etc.) under this agreement. The parties agree that the health and welfare benefits provided under this agreement are available to all qualified employees. The actual cost per individual employee may vary to due employee choice and eligibility, however, the parties agree to an overall package as set forth in this Agreement which the company provides on an average cost basis. The company has no obligations to track costs on an actual cost per employee basis. The costing of such fringe benefits is an average rate per hour computed on the basis of total hours paid less overtime to a maximum of 80 hours per pay period.

The company shall pay each employee any amount owed based on the calculation method above on a biweekly basis. Such payment, if any, shall be deposited into the Vertex Aerospace Master Savings Plan (401(k)) for each employee, per Company policy.

The Fringe Benefit Rate will be calculated and formally communicated in writing no later than December 31st of each year for the following year. The Fringe Benefit Calculations will be completed and available upon request to Union Representation at any time by contacting the Vertex Human Resources Department.

ARTICLE 20
RETIREMENT PLAN

Section 20.1 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:

Employees may contribute from one percent (1%) up to and including seventy-five percent (75%) 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;

Employees who are at least 50 years old and are contributing at the IRS dollar contribution limit or the MSP contribution limit (as specified above), may make an additional “catch-up” contribution of up to seventy-five percent (75%) 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. Combined MSP contributions and catch-up contributions cannot exceed seventy-five percent (75%) per pay-period.

Employees will be enrolled automatically in the MSP if they do not actively enroll within 60 days of their date of hire.

Beginning with the first pay period following this 60-day period, three percent (3%) of pay will be withheld on a pre-tax basis.

At any time, employees may elect a percentage higher or lower than the three percent (3%) automatic contribution.

Employees may enroll earlier than 60 days after their date of hire.

If employees do not wish to be enrolled automatically in the MSP, they need to change the pre-tax contribution percentage to zero percent (0%) within the first 60 days following date of hire.

If employees previously worked for Vertex Aerospace (on or after September 8, 2018) and are rehired, they will not be enrolled in the MSP automatically. They must contact Fidelity to enroll.

The employee's contribution may be invested in any offered option.

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.

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.

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.

Unless directed otherwise by the named fiduciary for the plan, Employer contributions will be invested in the default investment option as determined by the MSP plan document or as directed by the employee to any offered option.

I.A.M. NATIONAL PENSION FUND
NATIONAL PENSION PLAN

Section 20.6

A. Vertex Aerospace LLC. shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour/day or portion thereof for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

Pension Contribution	**2/1/2025**	**2/1/2026**	**2/1/2027**
Per Hour	**$3.30**	**$3.30**	**$3.35**

If the employee is paid only for a portion of an hour/day, contributions will be made by the Employer for the full hour/day.

B. The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays. The Employer shall also make contributions whenever an employee receives severance pay, vacation pay at termination, or vacation pay in lieu of time off.

C. Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment.

D. The I.A.M. Lodge and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

E. The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.

F. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

G. Additional Employer contributions will be rounded to the nearest cent as follows: When rounding, one ½ cent and greater will be rounded up, less than one ½ cent will be rounded down.
H. Effective on the Adoption Date, and on each Adoption Date anniversary, the Employer's contribution rate otherwise obligated under the CBA will increase by a compounding 2.5% while the Rehabilitation Plan remains in effect. The Adoption Date is the date that Vertex Aerospace, LLC was formally accepted as a contributing employer into the IAM National Pension Fund for this contract, which is February 1, 2021.

ARTICLE 21
DURATION

This agreement shall become effective as of **January 31, 2025** (which date is the date as of which this agreement was executed, sometimes referred to as the "effective date of this agreement"), and shall remain in full force and effect until midnight, **January 30, 2028,** and shall automatically be renewed for consecutive periods of one year thereafter **(January 30, 2028),** unless either party shall notify the other in writing, at least sixty days, but not more than seventy-five days prior to **January 30th** of any calendar year, beginning with 2025, of its desire to terminate the agreement, in which event this agreement shall terminate at midnight at the close of such **January 30th** unless renewed or extended by mutual written agreement. In the case of such notice, the parties agree to meet immediately thereafter for the purpose of negotiating a new agreement or a written renewal of this agreement.

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Company and the Union have caused this agreement to be signed by their authorized representatives.

For Vertex Aerospace, LLC

Wendy Dixon

Wendy Dixon
Sr. Director, Workplace Relations
V2X

Patrick J. Bocian

Patrick Bocian
Sr. Manager, Corporate Labor Relations
V2X

Ashley C. Ahrens

Ashley Ahrens
Sr. Labor Relations Specialist
V2X

Tony Barnes
E6B Program Manager
V2X

For the IAM&AW

Mark M. Duval
Assistant Directing Business Representative/ Organizer
IAMAW District 4

Okesene Leso
Aera Director/ Business Representative
IAMAW District 725

Ben Moody
President/ Directing Business Representative
IAMAW District 171

Todd Waddell

Todd Waddell
Assistant Directing Business Representative
IAMAW District 6

Mitch Dill
Business Representative
IAMAW District 6

Delwin Harris
Committee Member
Local Lodge 4

Adam Roof
Committee Member
Local Lodge 850

Kristina Baker
Committee Member
Local 850

Scott Hannon
Committee Member
Local 850

Tomas Huizar
Committee Member
Local Lodge 946

Travis Kepner
Committee Member
Local Lodge 31

APENDIX A
WAGES

			4%	3.5%	3%
JOB TITLE	**CURRENT RATE**	**Equity Adjustment 2/1/2025**	**2/1/2025**	**2/1/2026**	**2/1/2027**
Senior Electro-Mechanical Tech	$41.68	**$2.10**	**$45.53**	**$47.12**	**$48.54**
Senior Electro-Mechanical Tech (OS)	$54.64	**$.10**	**$56.93**	**$58.92**	**$60.69**
Senior Enhanced Phased Maintenance Technician	$36.09	**$2.10**	**$39.72**	**$41.11**	**$42.34**
Senior Warehouse and Inventory Control Technician	$36.09	**$2.10**	**$39.72**	**$41.11**	**$42.34**
Electro-Mechanical Tech	$38.15	**$2.10**	**$41.86**	**$43.33**	**$44.62**
Electro-Mechanical Tech (OS)	$52.13	**$.10**	**$54.32**	**$56.22**	**$57.91**
EPM Technician	$34.86	**$2.10**	**$38.44**	**$39.78**	**$40.98**
Senior Supply Technician	$34.86	**$2.10**	**$38.44**	**$39.78**	**$40.98**
Senior Supply Technician (OS)	$49.10	**$.10**	**$51.17**	**$52.96**	**$54.55**
Supply Technician	$31.87	**$2.10**	**$35.33**	**$36.57**	**$37.66**
Supply Technician (OS)	$43.19	**$.10**	**$45.02**	**$46.60**	**$48.00**
(OS) Off-Site Travis AFB, CA & Pax River NAS, MD					

APPENDIX B
POLICY STATEMENT

Vertex Aerospace LLC., is committed to delivering a drug free work environment, and is compliant with the federal and state regulations prohibiting unlawful possession, use, or distribution of illicit drugs or alcohol by employees on its property.

Compliance with the conditions of U.S. laws and regulations, including those of the Department of Transportation, as well as the applicable laws and regulations of other countries where we conduct business is a condition of employment. Further, compliance with this Policy and related Business Practices is a condition of employment. Applicable corrective courses of action for employees found to be in violation of this Policy may include mandatory Employee Assistance Program participation or disciplinary action, up to and including termination of employment. The circumstances of each violation will be evaluated on a case-by-case basis consistent with intent of this Policy and Counseling and Disciplinary Action Business Practice. An employee shall notify their immediate supervisor and appropriate Human Resources Department representative in writing of their conviction under any criminal drug statute for a violation no later than five (5) days after such conviction. Such a conviction may result in disciplinary action up to and including termination of employment.

Vertex Aerospace LLC., conducts drug and alcohol tests in accordance with the law (pre-employment, reasonable suspicion, random, follow-up, routine fitness-for-duty, post incident, and other testing as determined required), and may test for a wide range of drugs including, but not limited to, alcohol, amphetamines, cannabinoids, opiates, or narcotics. Without limitation, these substances are further identified and listed in Appendix B and C of the Drug & Alcohol-Free Workplace Business Practice 11-04.13. Employees, as well as potential hires, are subject to this Policy. Offers of employment are made contingent upon the successful completion of a drug test.

Employees taking over-the-counter medications or prescription drugs that might impair safety, performance, or motor functions must advise their supervisor of the possible impairment before reporting to work under the influence of the aforementioned substance. Due to the proliferation of abuse of prescription drug use, sale, distribution, or manufacture, employees who test positive for controlled *medications without prescription by an authorized physician are subject to the provisions of the Drug Free Workplace Policy.*

SUMMARY OF CHANGES

- Added under Program Overview, CHS Inc. added as provider for HQ Cape screening process in absence of administrator

- Added under Program Overview, local medical facility added to do screening process off site

PURPOSE

Establish specific instructions for on-site drug and alcohol screening of company personnel.

PROCESS OVERVIEW

Drug and alcohol-free testing programs, which comply with the requirements outlined in BP 11-04.13, *Drug and Alcohol-Free WorkPlace Business Practice,* shall be deployed at all company locations. Both alcohol and drug screens shall be accomplished with the alcohol screen being conducted first immediately followed by the drug screen. DOT testing shall follow requirements outlined in BP 11-
04.13.

Initial Program Setup

Select and train administrators that are members of management on the screening process and setup a facility to conduct the testing. The facility shall include:

- A restricted testing area with access by authorized personnel only throughout the collection process

- A private bathroom with bluing or coloring agent in the toilet water

- Water access to any available water source in the room such as a sink or shower shall be deactivated/turned off before testing is accomplished.

- A timing device shall be present to time the test specimen

- A storage unit for packaged testing cups

- A locked storage unit for donor’s valuables and personal belongings

- A locked storage unit for specimen storage until pickup
- A refrigeration unit for specimen storage if pickup over a 24-hour period
- Restricted access to potential adulterants, e.g., soap, disinfectants, personal hygiene products and water
- No trash receptacle access in collection room
- Moist towelettes or hand sanitizer outside bathroom if no water is available
- Alcohol/Drug Screening Logbook

The following items shall be secured from LabCorp :

- LabCorp Basic Collection Kit and Chain-of-custody (COC) forms
- Alco Screen O2 D.O.T Approved
- Alcohol Testing Form (Non-DOT)
- LabCorp Biohazard InCup bags
- LabCorp transport bags
- LabCorp pick-up lockbox (optional)

The following item(s) shall be secured from Corporate Human Resources:

- Random screening list

Program Overview

The donor shall be escorted by their supervisor to the testing facility immediately following notification from the collector. If the donor *refuses testing* notify Human Resources immediately and refer to BP 11.04-13.

Verify identification of donor (e.g., driver's license, employee badge, or any other picture identification) and then secure test samples of both alcohol screen and drug screen following the steps in the sections below. A positive *alcohol screen* is considered a "final positive" and procedures for handling the donor is outlined in BP 11.04-13. A positive *drug screen* is considered a "presumptive positive" and shall be confirmed by both a certified lab and a formal medical review officer (MRO) process on the original sample.

Documentation and handling of the donor in both positive and negative scenarios are detailed in the appropriate sections of this work instruction as well as BP 11.04-13.

When an administrator is not available at HQ Cape, the donor shall be taken to the following location for the screening process:

Comprehensive Health Services, Inc.

677 Nisbet Drive

Cape Canaveral, FL 32920

321-863-9917

When an administrator is not available at other locations, the donor shall be taken to a local medical facility that can perform the screening process.

INITIAL SCREENING PROCESS:

1. Collector introduce self in a friendly manner and explain the collection procedure to the donor
2. Ask donor to sign Form #6000-032, *Informed Consent and Release of Liability Form.*
3. Ask donor to remove all unnecessary outer garments, e.g., suit coats, sweaters, raincoat
4. No purses or briefcases are permitted in the collection room
5. Ask the donor to empty their pockets and place contents in locked storage unit, e.g., drawer in lockable filing cabinet and keep key until cabinet unlocked post screen. Donor may keep their wallet
6. Instruct the donor to thoroughly wash and dry hands immediately before the collection

ALCOHOL SCREENING PROCESS:

Alcohol testing shall be accomplished using DOT Approved Alcohol Saliva Testing Strips for all applicants and employees selected for random testing obtained through Corporate Employment Department and other company required practices. The collector conducting the testing shall follow the steps below during testing:

1. Complete Step #1 of Alcohol Testing Form (Non-DOT)
   a. Print donor name
   b. Print Employee ID No.
   c. Print employer name, address and phone number

d. Print DER (Designated Employer Representative) name and DER's phone number

e. Mark reason for test

2. Complete Step #2

a. Have donor sign/date the form certifying they are submitting to alcohol testing

If donor refuses to sign and submit to test, contact Human Resources, follow BP
11-04.13 and document in Remarks section "Donor refused to consent to test".

3. Complete Step #3

a. Collector mark technician title as STT (Screening Testing Technician) and mark type of device used as saliva

b. Collector mark 15-minute wait as yes or no

c. Document screening test information; Test #, testing device name, device serial # or Lot
& expiration date, activation time, reading time and result.

The Test # consists of mm/dd/yr.-sequence of

numbers. Ex.: 021009-001 d. Document company name

and address

e. Collector print

name and company

address f. Collector

sign and date form

g. Document name of donor, date of test and test number in designated Logbook

4. Verify expiration date and that test package is not damaged or otherwise compromised

5. Put on medical gloves; e.g., latex or nitrile

6. Verify donor has not placed <u>anything</u> in mouth for fifteen (15) minutes prior to beginning the test.

7. Open the foil package and remove the test strip.

8. Observe the reactive pad on the end of the test strip. The pad should be a light cream color.
A test strip with a reagent pad which is dark tan in color or otherwise discolored must be discarded.

9. Instruct donor to saturate the reactive pad with saliva from under tongue. Remove pad from mouth and immediately start timer for 4 minutes.

10. At four (4) minutes observe the color change (if any) on the reactive pad. The development of a distinct colored line across the reactive pad indicates the presence of alcohol greater than 0.02% B.A.C. and a positive result.

11. Document results and take actions as follows:

- Negative result (no colored line on reactive pad):

  Document results in Remarks section as negative. Document results as negative for applicants in Kenexa. Copy 1 shall be filed in the confidential file of the employee's personnel record. Give Copy 2 of Alcohol Testing Form to donor. Copy 3 shall be retained by alcohol technician in a secure location.

- Positive result (presence of colored line across reactive pad)

  Document results in Remarks section as positive. Document results as positive for applicants in Kenexa. Copy 1 shall be filed in the confidential file of the employee's personnel record. Employees shall be immediately removed from all work duties and Corporate Employment Department shall be contacted. Complete Step #4 by having employee sign and date form when test result is 0.02 or greater. Give Copy 2 of Alcohol Testing form to donor. Copy 3 shall be retained by the alcohol technician in a secure location.

12. When a Positive Result occurs, repeat step #1-11 as a follow-up/confirmation test.

13. All remarks are to be documented in Remarks section.

14. Document screening to include donor name, date and test number in Alcohol/Drug Screening Company Logbook.

DRUG SCREENING PROCESS

Drug testing shall be accomplished using a LabCorp Basic Collection Kit. The administrator conducting the testing shall follow the steps below during testing:

1
.

2. If donor refuses to submit to test, contact Human Resources, follow BP 11-04.13 and document in Remarks section "Donor refused to consent to test".

3. Complete Step #1 of LabCorp Chain-of-custody (COC) Form with a ball point pen using a firm stroke.

   a. Ensure that the Specimen I.D. #(1) on the top right-hand side of the form matches A & B security seals (2) and the Forensic Specimen Bag Label (3) attachment on the left side of the COC.

   b. Verify company pre-printed information is correct in Section "A".

   c. Print MRO information in Section "B".

   d. Record donor's Employee I.D. No. in Section "C".

   e. Record reason for test in Section "D".

   f. Neatly print collection site information in Section "E" unless preprinted on the form.

   g. Record verification of donor I.D. in Section "F" by using their Company photo I.D.

   h. Record in box the administrator's phone number and fax number for results unless preprinted.

4. Have donor select

   a Collection Kit

   test device a.

   Verify the

   Collection Kit is

   sealed.

   b. Continue under Step #4 Section "G" to record the donor's daytime and evening telephone numbers and date of birth.

c. Identify under Section “H” the 10-panel urine drug screen is preprinted and mark with an “X”.

5. To open collection cup, tear shrink banding along perforations, which are marked with printed arrows in full view of the donor.

6. Remove vial and bag from collection cup.

7. Top of collection cup can be used in collection of the specimen. Or, the lid can be easily removed by simply twisting off.

8. Instruct the donor to go to the restroom and provide an adequate sample volume in collection cup. Urine level must be above the 45 mL line as indicated on collection cup. Instruct donor to NOT flush the toilet.

9. Start timer for 4 minutes.

10. A green dot will appear on the temperature gauge if the sample is between 90-100 degrees Fahrenheit.

11. Read specimen temperature within 4 minutes and mark in box in Step #2 if temperature is between 90-100 degrees Fahrenheit. Mark split specimen collection as “no”.

12. If a green dot does not appear on the temperature gauge or the specimen is below 90 degrees Fahrenheit 4 minutes after collection, check the “No” box and write “TEMP out of Range 1 of 2 collections” in the COC Remarks section. *Conduct a new collection.*

   a. Ship *both* specimens with completed separate paperwork to the lab for testing.

13. Record any specimen inconsistencies in the REMARKS SECTION under Step #2, e.g., unusual color, unusual odor, foreign materials present.

   a. Example: Specimen smells like bleach.

   b. Example: One of two specimens. Refer to specimen id number.

Inconclusive result - insufficient specimen volume or incorrect procedural techniques. Repeat the test with a new test cup. If the result is still invalid, contact Corporate Human Resources.

Adulterated test- any attempt to adulterate a specimen or provide a specimen that is adulterated refer to BP 11.04-13, and contact Corporate Human Resources

14. Tear shrink band along perforations on vial.

15. Pour the specimen into the vial and snap vial closed completely. Fold lid tab down to lock on the vial.

16. Seal the vial specimen security seal "A" provided on the COC form. Ensure the bar code is flat and plainly visible on the side of the vial.

    a. If seal "A" happens to tear in place, leave it on the cup and use seal "B". Note in the Remarks section that "A" tore during procedure. Place seal "B" perpendicular (cris- crossed (X) direction) to "A", not on top of "A".

17. Have the donor to visually verify the COC number on the form matches the number on Security Seal "A". The administrator must date the seal. Request that the donor initial the date on Security Seal "A". Inform the donor that their initials indicate that the vial was sealed properly, in the donor's presence, and that the security seal number and the COC number match.

18. Have the donor to read, sign and date the authorization statement the COC form under Step #4.

19. Dispose of the urine in collection cup into toilet.

20. Complete Step #5 of the collector section of the COC form. Mark specimen bottle released to LabCorp.

    a. Give Copy 5, Donor Copy, of COC to donor.

    b. Document randomly selected employee's results on random generated form.

    c. Copy 4, Employer Copy, shall be filed in the confidential file of the employee's personnel record.

    d. Copy 3, Collector Copy, shall be retained by the collector in a file in a secure location.

    e. Copy 2, MRO Copy, shall be retained in a file in a secure location.

    f. Copy 1, Lab Copy, shall be sent with specimen to LabCorp Courier.

21. Place the cup into the FRONT POUCH of the biohazard bag.

    a. Document randomly selected employee's results on random generated form.

22. Place Copy 1, Laboratory Copy, of COC form into BACK POUCH of the biohazard bag.

23. Remove bag seal and fold flap forward to seal the bag for specimen transport. Use caution since adhesive is strong and may adhere to other surfaces.

24. Write date on Container Seal and affix to sealed specimen bag.

25. Place in transport bag and place in locked storage unit or a LabCorp Lockbox until pick up.

26. Call Customer Service at 800-833-3984 then #5 to obtain the local LabCorp Courier service number for pickup of packaged specimen to be delivered to a LabCorp laboratory testing by GC/MS. Have your phone number available along with your location city and state.

27. Document screening to include donor name, date and specimen id number in Alcohol/Drug Screening Company Logbook.

MEDICAL REVIEW OFFICER DRUG TESTING PROCESS

Medical Review Officer (MRO) drug testing processes shall be followed for all positive results at the testing laboratory. MRO procedures are summarized below. These procedures comply with regulatory requirements and assures all reviews by the MRO shall determine legal or illegal drug usage.

- The testing laboratory shall forward the results of all drug testing to the MRO who shall assure the security of such results, except as authorized by the donor, or as otherwise provided by law, or if placed at issue by the donor in any legal, administrative, or other proceeding.

- In the event the donor is a confirmed positive drug test, the MRO will inform the donor of the result within three (3) days after receiving the test result from the testing laboratory. The donor will have five (5) days after notification from the MRO to discuss the test results with the MRO, submit documentation of any prescription drugs relevant to the test result to the MRO, or request a retest of the original sample. All retests shall be coordinated between the MRO and the donor. The Lab of choice selected by the donor, shall determine the cost associated with a retest and inform the donor.

- o If the MRO is unable to contact the donor within three (3) days, the MRO shall contact the Company and request that the Company direct the donor to contact the MRO as soon as possible. If the donor does not contact the MRO within two (2) days from the request by the Company, the MRO shall verify that the donor failed the drug test.
  Should the donor present satisfactory documentation that serious illness, injury, or other circumstances unavoidably prevented the donor from contacting the MRO within the specified time and present legitimate explanations for the failure of the drug test, the MRO may change the test result. However, if the donor refuses to talk with the MRO regarding a drug test failure, the MRO shall record the refusal in the "Remarks" section of the verification and in writing, notify the designated Company POC.

- After contacting the donor, the MRO will inquire as to whether prescription or over-the-counter medications could have caused a positive test result. If the MRO determines that the donor's medical explanation is not a legitimate explanation for the positive test results indicating that the donor has used an illegal drug, the MRO shall, in writing, notify the designated Company POC. Such notification shall include the specific drug(s) the donor has been deemed to have illegally used. Document results as positive for applicants in Kenexa Drug Screen results from MRO

  - o If the MRO determines the donor's results to be a negative test result after contact with the donor, the MRO shall, in writing, notify the designated Company POC. Document results as negative for applicants in Kenexa Drug Screen results

- MRO assistance is through the Doctors Review Service at 800-526-9341. Laboratory results shall be received electronically from LabCorp. The Company POC shall submit an application request via e-mail to Ann Washington to set up their electronic account with LabCorp:

  - Ann Washington, LabCorp, Washina@LabCorp.com
    800-833-3984 ext. 5302

The Company POC shall complete the LabCorp Solutions/eResults User Registration Form and submit signed form via fax 919-481-5410 to Ann Washington or e-mail to Washina@LabCorp.com in order to receive LabCorp results electronically. LabCorp is also responsible for setting up with Doctor's Review Service electronic results to be received by the Company POC with the MRO service.

All negative results shall be received through www.labcorp.com/eresults. Ann Washington shall coordinate with LabCorp Technical Support to assign the Company POC with a group id, user id and password so they have access to these results.

All positive results shall be received from the MRO. The MRO shall e-mail the Company POC when a specimen is received, noted as “pending report”. Once a final determination is made by the MRO, the Company POC shall receive a final email from the MRO.

REFERENCE DOCUMENTS:

- 11-04.13, Drug and Alcohol-Free Workplace Business Practice
- 6000-032 Informed Consent and Release of Liability Form
- Alcohol Testing Form Non-Dot
- LabCorp Chain of Custody Drug Screening Form

APPENDIX C

MACHINISTS CUSTOM CHOICE WORKSITE BENEFITS PROGRAM

It is understood and agreed between the parties that the Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Members of the bargaining unit will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during normal working hours, once per year. The Company reserves the right to coordinate the schedule with EBS to prevent conflict with mission requirements.

The Company will honor payroll deduction requests and remit deductions to the underwriting insurance Company designated by EBS on a schedule, which is mutually agreed to by the Company and EBS. The Union will defend, save, and hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution of this letter by the Company.