

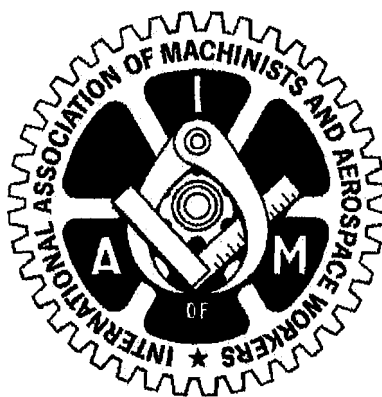
# Agreement

between

**Vertex Aerospace LLC**

and

**International Association of Machinists  
and Aerospace Workers AFL-CIO  
District Lodge 725  
Local Lodge 1125**



CH-53 RESET Program

MCAS Miramar

August 31, 2020 through August 30, 2023

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## **Preamble**

This Agreement is made and entered into upon ratification by and between **Vertex Aerospace LLC and any subcontractors**, (hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers, and District Lodge 725, Local Lodge 1125 (hereafter referred to as the Union) with respect to work performed on the CH-53 RESET program at the Marine Corps Air Station Miramar, San Diego, California.

It is understood wherever in this Agreement the masculine gender is used, it shall be recognized as referring to both males and females.

## **Article 01.00 - Intent and Purpose**

### **01.01 Efficiency of Operation**

It is the intent of the parties to provide for the efficiency of operations and maximum production of the employees under methods which further the safety of all affected parties, the efficiency and economy of operations and the continued employment under conditions of reasonable hours, compensation and working conditions as contained herein. The intent is that operations will be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government with due regard to competitive conditions.

### **01.02 Mutual Cooperation**

It is recognized by the Agreement to be the duty of the Company, the Union and the employees to cooperate fully, both individually and collectively to perform faithfully the obligations imposed by this Agreement, and the Union undertakes to cooperate with the Company in such a manner consistent with the provisions of this Agreement.

### **01.03 No Discrimination**

There shall be no discrimination by the Company or the Union against any employee because of race, sex, creed, religion, national origin, age, disability, **gender, gender identity**, veteran status or other status protected by applicable federal, state or local law or regulations.

### **01.04 No Union Discrimination**

There shall be no discrimination, interference, restraint, or coercion, by the Company or any of its agents against any employee because of Union membership or because of acting as an officer of or in any other bona fide activity on behalf of the Union.

## **Article 02.00 - Management Rights**

### **02.01 Company Operational Rights**

Except as otherwise specifically provided in this Agreement, the Union recognizes and agrees that the management and control of the Company's business, operations, work force and facilities are exclusively vested in the management of the Company. The Company has the right to plan, direct and control the Company's business, methods, operations and work force; to hire, promote, transfer, and lay off employees and for just cause to demote, discipline, suspend or discharge employees; and the right to determine the work to be performed, schedules of work and all services, processes and standards required by the customer or other Government agencies; and the right to make reasonable rules not in conflict with this agreement. It is not intended by the above recitation to limit any of the usual functions of management or to define all such functions. All matters which are not specifically covered by this agreement are solely functions and responsibilities of management.

### **02.02 Rule Change Notification**

The Union and the employees shall be notified **seventy-two (72) hours** prior to enforcement of new rules or changes in existing work rules. The Union reserves the right to pursue through the Grievance and Arbitration procedure, as spelled out in this agreement, rules which it believes to be unreasonable.

## **Article 03.00 - Union Recognition**

### **03.01 Union Exclusive Representation**

The company recognizes the Union as the exclusive representative, for purposes of Collective Bargaining and certified by the National Labor Relations Board in Case No. 21-RC-196877 for the employees in the job classifications set forth in this agreement, employed by **the Company**, under its contract with United States Marine Corps at its facilities located at Marine Corps Air Station Miramar, San Diego, California.

- a Included: All full-time and regular part-time Airframe Mechanics, Aircraft Mechanic Quality Assurance, Avionics Technicians, Supply Technicians, **Tool & Parts Attendants, Logs and Records, Training** and HAZMAT employees employed by the Employer on the CH-53 RESET Program at their facility located at Marine Corps Air Stations Miramar, San Diego, California.
- b Excluded: All office clerical employees, professional employees, managerial employees, guards, and supervisors as defined in the Act.

### **03.02 Union Employee Representation**

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

### **03.03 Union Bulletin Boards**

The Company will provide one (1) bulletin board (or part of a bulletin board) for the Union to post official business of the Union. The bulletin board will be located in the break room in Hangar 1. Legitimate Union notices are defined as:

- a. Meeting notices
- b. Official Union election results
- c. Notices of Union appointments
- d. Union social events
- e. All notices not listed above must be approved by the Company.

### **03.04 New/Revised Classifications**

Additions to the work force, in accordance with Article 03.01, and 24.01 (to include new or revised classifications) will become bargaining unit employees.

## **Article 04.00 - Representation/Stewards**

### **04.01 Union Designated Stewards**

The Company agrees and it is hereby understood that the Union shall designate and the Company shall recognize one (1) Chief Shop Steward, one (1) Shop Steward and **two (2)** alternate Shop Stewards (**one per shift**) for employees defined in Article 3.01 a The Union shall notify the Company in writing on Union letterhead of the individuals so selected. The alternate Shop Steward shall act in the capacity of the Shop Steward in the event the Shop Steward is absent from the facility.

### **04.02 Steward Authorized Duties**

Subject to other provisions of this Agreement, reasonable and necessary time off from work during straight time work hours shall be authorized without loss of pay or benefits to permit the Steward to carry out his responsibilities in accordance with this Collective Bargaining Agreement to employees in their area of representation, providing the carrying out of these responsibilities will not unreasonably interfere with the assigned work duties of the Steward or the employee involved. The Union will ensure that the Steward engages only in those activities, which are authorized by this Agreement. Instances of alleged abuse or

misuse of time by the Steward shall be brought to the attention of the Union who shall take the action necessary to correct the problem.

#### **04.03 Steward Permission Requests**

Recognizing the mutual benefit of resolving problems at the lowest level, an employee who has an alleged grievance may discuss the matter with the employee's Steward. The necessary time away from the Steward's official work assignment shall be arranged in a manner to minimize interruption of work flow. When the Steward finds it necessary to discuss a problem or labor-management disagreement with a unit employee and/or management official, the Steward shall request permission to leave his/her work assignment from his/her supervisor. The supervisor's permission will be granted unless he determines compelling work commitments dictate otherwise. If permission is initially denied, the supervisor shall establish an alternate time, which shall be no later than the end of the employee's next work day, at which time the Steward can contact the employee.

#### **04.04 Steward Activity Limitations**

The scope of the Steward's activities on Company time shall be limited to the following:

- a. To consult with an employee regarding an alleged grievance or the presentation of a grievance for which the employee desires the Steward to be present.
- b. To investigate an alleged grievance or a grievance of record before presentation to supervision.
- c. To present a complaint or a grievance to the employee's supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- d. To meet with the supervisor or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure.
- e. During an investigation in which it is determined by supervision that an employee may be subject to discipline, said employee shall be advised of his right to Union representation. If requested, his Steward shall be provided.
- f. To meet with new employees for membership forms and benefit orientation.

#### **04.05 Union Business Representative Access**

**The Company's** work areas are located on United States Marine Corps property which requires government access approval and government escort, if approved. However, the Company will assist in obtaining necessary approvals for the Business Representative or other authorized Representatives of the Union during working hours for the purpose of investigating grievances.

#### **04.06 Unauthorized Union Activity**

It is agreed that the Company shall not be required to pay an employee for any time taken away from work to serve the Union in any official capacity or to serve on any Union committee, except as provided in the Agreement.

#### **04.07 Steward Grievance Adjustment Authorization**

The Shop Steward shall be empowered to adjust employee grievances occurring under his/her jurisdiction as provided for in the grievance procedure, so long as such adjustments are not in conflict with the provisions of this Agreement. Such settlements shall be non-precedent setting.

#### **04.08 Shop Steward Top Seniority**

The Chief Shop Steward **and Shop Stewards** will have top seniority on their shift at their work site during the time they officially remain in that capacity and will not be laid off or transferred without prior notification to the Union and provided that work is available in their respective work site which they are qualified to perform.

### **Article 05.00 - Union Security**

#### **05.01 Union Member Dues and Fees**

All employees in the bargaining unit who are members in good standing on the effective date of this Agreement shall be required, as a condition of continued employment with the Company, to maintain membership in the Union to the extent of current monthly dues and initiation fees and reinstatement fees, if any, commencing not later than the thirty-first (31st) day following the effective date of the Agreement.

Any employee hired on or after the effective date of the Agreement shall become a member of the Union not later than thirty-one (31) days after his date of employment. Such an employee, as a condition of continued employment, shall maintain his membership in the Union to the extent of current monthly dues, fees and reinstatement fees, if any.

#### **05.02 Union Member Pay Deductions**

Upon receipt of a signed authorization from the employee involved, the Company shall deduct from the employee's pay an amount necessary to satisfy the financial obligation to the Union for dues or agency fees during the period provided for in said authorization. Deductions shall be made from the first pay of the employee after receipt of the authorization and monthly thereafter from the first pay of the employee in each month.

#### **05.03 Union Deductions and Records**

Deductions provided in Section 05.02 shall be remitted to District Lodge #725 no later than the tenth (10th) day of the month following the month in which the

deduction was made and shall include all deductions made in the previous month. The Company shall furnish District Lodge #725 monthly, with a record of those for whom deductions have been made and the amounts of the deduction, and the names of those employees from whom deductions were not made and the reasons they were not made.

**05.04 Company Indemnification**

The Union shall indemnify and hold harmless the Company from any and all claims, demands, suits, or forms of liability that shall arise out of or by reason of action taken, or not taken, by the Company for the purpose of complying with any provisions of this article.

**05.05 Check-off Form**

The parties agree that check-off authorization shall be in the following form:



**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS  
MEMBERSHIP APPLICATION AND/OR CHECK-OFF AUTHORIZATION**

Name \_\_\_\_\_ Date \_\_\_\_\_ Card no. \_\_\_\_\_  
 (Mailing) Address \_\_\_\_\_ M ☐ F ☐ Date of birth \_\_\_\_\_  
 City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip/Postal code \_\_\_\_\_  
 SS no. \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_ Hire date \_\_\_\_\_  
 Employer \_\_\_\_\_ Hourly wage \_\_\_\_\_  
 Class of work \_\_\_\_\_ Years experience \_\_\_\_\_ Shift 1 ☐ 2 ☐ 3 ☐

Membership Application. Check here: ☐ To the Officers and Members of Lodge No. \_\_\_\_\_ (the "Lodge" or "Union"), I hereby tender my application for membership in the International Association of Machinists and Aerospace Workers (IAM). I understand that while I may be required to tender monthly fees to the Union, I am not required to apply for membership or be a member as a condition of employment and that this application for membership is voluntary. As a member, I agree to obey the Constitution of the IAM and the by-laws of my Lodge and to support the principles of trade unionism, and I authorize the IAM and/or its designated affiliate to act as my representative for collective bargaining.

If former member of IAM: Card no. \_\_\_\_\_ Lodge no. \_\_\_\_\_ Location \_\_\_\_\_ Last dues paid \_\_\_\_\_

Check-Off Authorization. Check here: ☐ I authorize my Employer to deduct from my wages and forward to the Union: (1) monthly membership dues or an equivalent service fee; and (2) any required initiation or reinstatement fee as set forth in the collective bargaining agreement between the Employer and the Union and the by-laws of the Lodge. This authorization shall be irrevocable for one (1) year or until the termination of the collective bargaining agreement between my Employer and the Union, whichever occurs sooner. I agree that this authorization shall be automatically renewed for successive one (1) year periods or until the termination of the collective bargaining agreement, whichever is the lesser, unless I revoke it by giving written notice to my Employer and Union not more than twenty (20) and not less than five (5) days prior to the expiration of the appropriate yearly period or contract term. I expressly agree that this authorization is independent of, and not a quid pro quo, for union membership, but recognizes the value of the services provided to me by the Union. It shall continue in full force and effect even if I resign my Union membership, except if properly revoked in the manner prescribed above.

Important Notice. I have examined and acknowledge receipt of the attached "Notice to Employees Subject to Union Security Clauses" (on back of pink sheet), I also understand that IAM members have certain rights and privileges as set forth in the IAM Constitution and in various Federal laws, like the Labor Management Reporting and Disclosure Act (LMRDA). Copies of the IAM Constitution and the LMRDA may be obtained by contacting the IAM General Secretary-Treasurer, 9000 Machinists Place, Upper Marlboro, MD 20772. Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

\_\_\_\_\_  
(Your signature)

\_\_\_\_\_  
(Date)

FORM NO. MR0001-17

This copy to be retained by Local Union No. \_\_\_\_\_

a a B a

m

**For Official Use Only**

Proposed by \_\_\_\_\_ Date \_\_\_\_\_

We, the undersigned Committee, report \_\_\_\_\_  
 (Favorable or Unfavorable)

Committee: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Amount paid\$ \_\_\_\_\_ Date \_\_\_\_\_

Balance of Fee Paid\$ \_\_\_\_\_ Date \_\_\_\_\_

Initiated ☐ Reinstated D \_\_\_\_\_ Date \_\_\_\_\_

**Classification**

**Gender**

\_\_\_\_ Journeyman \_\_\_\_\_ Helper  
 \_\_\_\_ Specialist \_\_\_\_\_ Apprentice  
 \_\_\_\_ Production Worker \_\_\_\_\_ Technician  
 \_\_\_\_ Service Worker

\_\_\_\_ Male  
 \_\_\_\_ Female

## **Article 06.00 - Non-Bargaining Unit Personnel**

### **06.01 Non-Union Personnel Working Conditions**

Non bargaining unit personnel shall not normally perform the work of or with unit employees, but may perform bargaining unit work under the following conditions:

- a. For the purpose of instructing and training employees.
- b. Under emergency conditions. The term "emergency" as used in this provision is defined to mean any unforeseen combination of circumstances, which would require immediate action, not to include scheduled inspections.
- c. When an employee fails to report to work, and other qualified employees are not available in the classification, and notification is made to the Chief Steward or **Shop** Steward.
- d. When a temporary increase in workload or employee absences may cause the work schedule to be delayed, causing operational problems.
- e. Lack of necessary skills required to complete a specific task.
- f. Non-bargaining unit personnel will not work overtime unless all bargaining unit personnel have been asked to work.**

## **Article 07.00 - Seniority**

### **07.01 Seniority**

Seniority, on the date of contract ratification, will be established as the employee's date of hire as agreed to by the parties. Any employee hired after ratification of this agreement will have their seniority date established as their date of hire at the MCAS Miramar site in California. Employees transferring into this contract and into the bargaining unit from another Company location, will retain their Company service date of hire for **PTO** and fringe benefits, but will establish their seniority date, for all other purposes, as their date of hire at the MCAS Miramar site in California. The previous sentence will not be construed as a provision to displace employees at other locations, also known as "Bumping".

### **07.02 Seniority Transfers, Bidding and Layoff**

The Company will apply seniority and qualifications, in its everyday operation relating to promotion, transfer, bidding, overtime, **shift preference**, layoff, recall and other terms and conditions of employment of the bargaining unit.

### **07.03 Seniority Status New Employees**

A new employee shall be in a probationary status until he has completed ninety (90) days from the issuance of his interim clearance, or from the last date of hire if the employee has a current clearance. During the first ninety (90) day period,

the Company may transfer, layoff or discharge such employee at will. Such action shall not be reviewable through the grievance procedure for the first 90 calendar days. After ninety (90) days, the employee will be placed on the seniority roster and his seniority date will revert to the hire date referenced above. Seniority order for employees with common hire dates will be determined by their birthdate with the eldest being the most senior.

#### **07.04 Seniority Loss**

Loss of seniority will result under the following:

- a. Resignation or quit;
- b. Retirement;
- c. Discharge for cause;
- d. Failure to return from leave granted with a Leave of Absence;
- e. Layoff in excess of **eighteen (18)** months;
- f. Failure by the employee to notify the Company of the employee's intention to return to work in response to a recall notification via certified mail within forty eight (48) hours after the receipt of such recall notice, and of the employee's return to work within fourteen (14) calendar days following the receipt of such notice;
- g. Transfer or promotion out of the bargaining unit in excess of ninety (90) calendar days;
- h. Unexcused absence from work for three (3) consecutive working days with no contact with the Company, unless excused by the Company;
- i. Acceptance of employment with another employer while on an approved leave of absence.

#### **7.05 Seniority Posting**

The Company will post a seniority list at least once every twelve (12) months (once a year) posted in January or when a personnel change occurs within the year. The list will show each employee's name, seniority date, hire date and classification. This provision will not prohibit the Union from requesting seniority lists more frequently than once per year.

#### **7.06 Layoffs by Seniority**

When reducing the workforce, the Company will layoff in reverse order of seniority by classification. The most junior is laid off first. The last employee laid off will be

the first recalled. Employees who have previously held a lateral or lesser job classification will have the right to displace a less senior employee.

#### **7.07 Layoff Notice**

The Company **will** notify the Union and the employees affected of pending layoffs at least (2) two week notice or (2) two weeks' pay prior to layoff, if possible to do so. Affected employees will be given a layoff notice and will be responsible for notifying the Company of their current address or any address change.

### **Article 08.00 - Promotions / Transfers**

#### **08.01 Employee Returning to Classification**

A bargaining unit employee who bids and is promoted or transferred and who fails to satisfactorily perform the duties of the new job within a period of up to **sixty (60) calendar** days, unless extended by mutual written agreement of the parties, will be returned to the classification last held prior to the award of such promotion, provided the classification has not been abolished. Such returning employees will also retain their last held classification seniority. If their last held classification has been abolished, the employee may move into another available classification if agreed on by the parties and if qualified to do so.

#### **08.02 Job Vacancy Posting**

When a bargaining unit job vacancy occurs within the Company at the CH-53 RESET sites as stated in the Preamble, the vacancy shall be posted at each work site for **seven (7)** consecutive workdays. The **Job Vacancy Posting** notification will be posted on the Company Bulletin Board **and announced during the maintenance meeting**. The notice will contain:

1. Job title.
2. Qualifications required.
3. Date and time after which bids will no longer be accepted.
4. Work schedule.
5. Effective date.
6. Closing date.

#### **08.03 Job Bidding Expiration Dates**

Bids must be in writing and sent to the Site Manager's/Supervisor's office, who will affix the date and time to validate a timely filing. Bids received after the closing date will not be considered. Employees must also apply on Company's website.

#### **08.04 Job Bidding Awards**

The employee awarded the bid will be notified and will report for work on the new bid as of the effective date stated by the Company. The most qualified and senior employee who bid will be awarded the bid.

#### **08.05 Work Classification Changes**

Employees assigned to work in a lower rated classification on a temporary basis, will continue to be compensated at the wage rate of their higher rated classification. Employees who perform work in a higher classification for any portion of the shift (including shift leads) will be paid the highest wage rate for time worked in the higher classification

### **Article 09.00 - Leaves of Absence**

#### **09.01 30 Day Unpaid Leave**

Limited unpaid personal leaves of absence may be granted by the Company upon request of employees who have completed their probationary period. Such leaves shall be for not less than five (5) work days and not more than thirty (30) calendar days. Requests for unpaid personal leave of absence must be made in writing using the Company's formal Leave Request process and must receive approval by the Company. Accrued vacation must be used before any leave will be approved. A maximum of two (2) extensions may be approved by the Company. However, if the employee does not return to work after the personal leave of absence, the employee shall be terminated.

- a. **PTO** credits are not earned while on a leave of absence under the provisions of Article 9.01.
- b. Health insurance will continue for **the duration of the leave of absence, including extensions**, provided the employee pays his/her portion of the premium at least ten (10) days prior to the next month's insurance coverage.
- c. The Site Manager/Supervisor may approve/disapprove unpaid leaves of absence for unusual circumstances, such as medical appointments for new hires, for a period of 4 days, if the employee has exhausted all **PTO** leave time.

#### **09.02 Continuing Seniority**

Seniority shall continue to accumulate during the approved leave of absence. When an employee has been granted a leave of absence for a specified period of time, it will be the employee's responsibility to request an extension of such leave prior to expiration if additional time is required. All such extensions must have prior Program Manager/Operations Manager approval.

#### **09.03 90 Day Unpaid Medical Leave**

Leave of absence for legitimate personal health reasons supported by sufficient medical verification will be granted to an employee for a period not to exceed ninety (90) days and will be extended when supported by sufficient medical verification supplied by the employee from a licensed physician. Leaves of absence for personal health reasons will not exceed **nine (9)** months at which time employment

will be terminated. In the event the employee obtains a full medical release the employee may reapply to the position he/she held at the time such leave was taken providing their position is available.

- a. Health insurance and employee benefits will continue for the duration of the leave of absence as described in Article 9.03.
- b. The Company will abide by the provisions outlined under the Family Medical Leave Act (FMLA) **and California Family Leave Act.**

#### **09.04 Early Return Criteria**

An employee on leave of absence for personal health reasons may return to work prior to or at expiration of such leave upon the written release of a licensed physician provided the employee is able to perform his/her assigned restricted or unrestricted duties safely. Should the Company question the employee's capability to perform the assigned duties safely, the Company may have the employee examined by another physician, prior to returning the employee to work. If the physician selected by the Company and the employee's physician disagree, then the employee shall be examined by a third (3rd) mutually acceptable physician and that physician's decision shall decide the employee's capability. Any such additional examination costs shall be incurred by the Company.

- a. While on leave of absence for personal health reasons, the employee shall notify the Company as to his/her potential of returning to work on a biweekly basis, except in those cases where the employee's physician has provided an expected date of return.
- b. An employee may be returned to modified restricted duty at the discretion of the Program Manager/Operations Manager, provided there is work available at the work site and the Company agrees to accommodate said restrictions. The Site Manager/Supervisor will notify the Union when this occurs.

#### **09.05 Union Business leaves Of Absence**

Leaves of absence without pay for Union business not to exceed two (2) consecutive weeks, will be granted to Bargaining Unit employees of the Company providing it does not impact mission requirements, who are elected or appointed by the Union, to attend such functions as conferences, conventions, and union educational courses, provided at least ten (10) work days advance notice is given in writing to the Company, if possible to do so. However, not more than two (2) employee may be on such leave at any time.

#### **09.06 Worker's Compensation Leaves of Absence**

Leaves of absence without pay in worker's compensation injury and legal occupational disease cases will be granted automatically for the full period of legal temporary disability, and seniority will accumulate for the full period of such leave.

#### **09.07 Armed Reserves Leaves Of Absence**

An employee who has completed his/her probationary period, who is called to and performs short term active duty of thirty (30) days or less, including active duty training as a member of the United States Armed Forces Reserves or National Guard, shall be paid the difference between the employee's military rate and the employee's straight time hourly rate of pay for a period of up to fifteen (15) scheduled working days per calendar year. The employee must present a copy of the employee's order to the Company as soon as they are received by the employee. Upon return from active short term duty, the employee must present pay vouchers so that the calculation of the difference in pay may be computed. The employee will be given a leave of absence for, and will accumulate seniority during such period of service. Employees required to report for military training in excess of thirty (30) consecutive days or those called to active duty shall be reinstated in accordance with the Uniformed Service Employment and Reemployment Rights Act. The parties to this Agreement shall comply with current applicable state and federal legislation regarding military service. **PTO will continue to accrue for a period of up to fifteen (15) days while on approved Armed Forces Reserves Leave or National Guard Leave of Absence.**

#### **09.08 Returning To Classification**

When leaves of absence are granted, the employee, upon return to active employment, will be returned to his/her classification based upon seniority and qualifications.

#### **09.09 Failure To Return To Work**

When an employee fails to return to work at the expiration of an approved leave of absence, that employee may be disciplined up to and including discharge at the option of the Company. The Chief Steward will be notified when this occurs.

#### **09.10 Union 4 Year Unpaid Leave Of Absence**

Any member of the Union elected or appointed to a full time Union position shall, upon written request by the Union, be granted a leave of absence for Union activities up to a four (4) year period and with the opportunity to request extensions. Employees on such leave shall continue to accrue seniority. Not more than one employee shall be on such leave at any one time. If the employee's group insurance through the Company is to be continued, the Union or the employee shall be required to pay the full monthly insurance premium.

- a. When the activities for which such leaves of absence are granted shall cease, the Union shall immediately notify the Company in writing, and if application is made therefore within fifteen (15) days thereafter, such Union member will be given re-employment in a similar position, if same still exists, or a comparable

position in accordance with his/her qualifications and seniority privileges, and applicable wage rate at the time of return to the active payroll.

#### **09.11 Political Leaves of Absence**

Any member of the Bargaining Unit shall, upon written request, be granted a leave of absence to pursue and serve in a local, state or federal elective political office. Such leave of absence will be limited to a maximum of two (2) years. During such periods of unpaid leave, the employee shall retain but not accrue seniority.

#### **09.12 Probationary Leaves of Absence**

The granting or disallowance of Personal/Medical Leaves of Absence for employees within the probationary period will be at the discretion of the Program Manager/Operations Manager.

#### **09.13 Absences Exceeding 90 Days**

An employee whose leave(s) of absence exceed(s) ninety (90) regular working days in a benefit year or whose leave of absence continues from one benefit year to another shall have their benefit date adjusted to the number of work days he/she was absent in excess of the ninety (90) regular work days, except for leaves resulting from occupational illness, injury and leaves for Union activities. Benefits and seniority will continue during authorized Leave of Absence.

### **Article 10.00 - Holidays**

#### **10.01 Holidays and Pay Criteria**

Holiday pay is eight (8) hours pay, which is payable at the employee's working rate of pay. The eight (8) hours pay will be considered as time worked for all purposes of this Agreement. The following **twelve (12)** holidays will be observed each calendar year:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	<b>Day After Thanksgiving</b>
	<b>Christmas Eve</b>
	Christmas Day

#### **10.02 Holiday Pay Rate**

Any employee required to work on any of the above holidays will be paid for all hours worked at one and one-half times (1 1/2) his working rate of pay plus eight (8) hours holiday pay.



### **10.03 Additional Holidays**

Any additional day off designated by Federal Government mandate or Presidential Executive Order that is observed by the MCAS Miramar site in California not listed in Article 10.01 will be another **paid** day off in addition to the above specified holidays **provided the Company is reimbursed by the Customer.**

### **10.05 Saturday or Sunday Holidays**

Any observed holiday stated above that falls on a Saturday or Sunday, will be observed under the same schedule observed by the MCAS Miramar site in California.

### **10.06 Holiday as Time Worked**

Any holiday pay shall be considered time worked for the purpose of calculating **PTO.**

## **Article 11.00 - Paid Time Off**

### **11.01 Paid Time Off (PTO) Accrual Rate**

Employees covered by this Agreement shall accrue **PTO** based on their Company Service or service date on this program, whichever is greater and each anniversary date thereafter shall be the reference point for accrual of **PTO.**

**Employees will continue to earn Vacation and Sick Leave under the current practice through July 20, 2021.**

#### **Current Vacation Accrual:**

<b>Length of Service</b>	<b>Bi-Weekly Accrual</b>	<b>Annual Rate</b>	<b>Carry Over</b>
0 to 3.99 years	3.08 hours	80 hours	80 hours
4 to 9.99 years	4.62 hours	120 hours	80 hours
10 + years	6.16 hours	160 hours	80 hours

- a A maximum of eighty (80) vacation hours may be carried over to the following year.
- b An employee who has earned a vacation with pay, which has not been used at the time he terminates, the earned/unused vacation will be paid out.

#### **Current Sick Leave Accrual:**

**Sick Leave will be accrued to the individual employee's account at the rate of 1.0769 hours for each credited work week. Sick Leave accrual records will be made available to employees upon request. Employees may accrue Sick**

Leave up to a maximum of fifty-six (56) hours per year and bank any earned and unused Sick Leave.

Effective July 20, 2021 employees covered by this Agreement will have their earned and unused vacation and sick leave hours converted into PTO and will serve as the basis for their initial PTO balance. Employees will accrue PTO on the following schedule:

length of Service	Bi-Weekly Accrual Rate	Annual Rate	Carry Over
0 to less than 4 years	5.23 hours	136 hours	80 hours
4 to less than 9 years	6.769 hours	176 hours	120 hours
9+ years	8.307 hours	216 hours	160 hours

- a. An employee who has earned **PTO** with pay, which has not been used at the time he terminates, the earned/unused **PTO** will be paid out.

#### **11.02 PTO Pay Rate**

**PTO** pay shall be computed at the employee's straight time hourly working rate at the time of **PTO**.

#### **11.03 PTO Requests and Criteria**

**PTO** requests of more than two (2) days should be requested as far in advance as practical, and will be granted as requested by eligible employees within two (2) working days of the request unless mission requirements prohibit. When conflicts in requested **PTO** periods arise, the employees having greater seniority shall be given the preference. However, an employee who has requested and had scheduled **PTO** approved, will not be displaced by a more senior employee within sixty (60) calendar days of the scheduled start of the approved **PTO**.

- a. **PTO** may only be scheduled on the employee's regularly scheduled work days and only for the amount of hours regularly scheduled on that work day.
- b. Employee's request for **PTO** must be approved by the employee's Site Manager or designee before such leave is taken. Employees failing to secure such approval, who subsequently fail to report to work as scheduled, will be subject to appropriate disciplinary action for unexcused absence.

- c. The maximum allowable length of PTO will be the amount of the employee's unused PTO at the end of the payroll period immediately preceding the PTO period requested.
- d. PTO may only be scheduled on the employee's regularly scheduled work days and may be scheduled for periods of one-tenth (1110<sup>th</sup>) hour or more.
- e. Same day PTO may be used for personal or family illness or wellness, doctor and dental appointments, or unforeseen circumstances such as tardies, provided the employee calls in 30 minutes before their assigned shift. The Company reserves the right to require employees to obtain a physician's statement showing the nature of their illness and verifying their inability to perform their duties after 3 days of absence.

#### **11.04 Transferees PTO Credits**

It is understood and agreed that employees transferring to the Contract after the date of ratification of the Agreement, shall retain their original date of hire with the Company for the purpose of accrual of **PTO** credits.

#### **11.05 PTO as Time Worked**

Paid days of **PTO** shall be considered as time worked for the purpose of computing overtime pay.

#### **11.06 PTO Rollover or Payout**

In the event of contract turnover, when the Company does not turn over the employee's earned and unused **PTO** entitlement to the successor employer, the Company agrees to payout all earned and unused, accrued and pro rata **PTO** to the employee at the end of the contract.

#### **11.07 Returning Employees Service Credit**

For the purposes of establishing service, employees transferred from the Bargaining Unit who return to the Bargaining Unit shall receive service credit for such time outside the Bargaining Unit.

### **Article 12.00 - Overtime**

#### **12.01 Overtime Rotation Criteria**

Available overtime shall be rotated among qualified volunteers. If no volunteers are available to work the necessary overtime, it will become mandatory and assignment shall be made by shift among qualified employees.

- a. The parties recognize two (2) different overtime situations for the purpose of determining who to ask. The two (2) types are: holdover time and scheduled

overtime. Holdover time is defined as overtime for work in progress that is overtime of a time sensitive nature arising from unforeseen circumstances, unplanned problems and/or to support unscheduled customer requirements. Scheduled overtime is defined as additional work requirements known at least four (4) hours in advance of the shift.

- b. When feasible, overtime in a holdover situation will be offered to those qualified and most senior employees already on the clock and performing the work. Scheduled overtime will be offered to those qualified employees, regardless of shift, by seniority provided such employees possess the necessary skills, qualifications and/or certifications to perform the work in question.

#### **12.02 Overtime Pay Rates**

Section 1: The overtime rate will be one and one half (1 1/2) times the employee's working rate of pay for any work in excess of eight (8) hours in one workday but less than twelve (12) hours.

Section 2: The overtime rate will be one and one-half (1 1/2) times the employee's working rate of pay for any work in excess of forty (40) hours in any one workweek.

Section 3: All hours worked in excess of twelve (12) per day will be paid at two (2) times the employee's working rate of pay.

Section 4: The overtime rate will be one and one-half (1 1/2) times the employee's working rate for the first twelve (12) hours on the sixth (6th) consecutive day of work in any one workweek. The overtime rate will be two (2) times the employee's working rate for all hours paid in excess of twelve (12) hours on the sixth (6th) consecutive day of work in any one workweek.

Section 5: The overtime rate will be two (2) times the employee's working rate for all hours paid on the seventh (7th) consecutive day of work in any one workweek.

Section 6: All other overtime payments will be in accordance with applicable Federal and State Law.

#### **12.03 No Compounding Overtime**

Nothing in this Agreement shall be construed as to require the payment of overtime on overtime or compounding of overtime as a result of computing hours in accordance with this Article.

#### **12.04 Computing Overtime Pay**

PTO pay and holiday pay will be counted as time worked toward the **calculation** of overtime pay.

#### **12.05 Overtime Scheduling**

The Company will attempt to schedule overtime so that employees shall not be required to work more than two consecutive Saturdays or Sundays in a row.

#### **12.06 Overtime and Probation**

An employee who has not completed his/her probationary period, will not be assigned any overtime, unless all qualified senior employees have had an opportunity to work the overtime, and it is determined by the Supervisor that the probationary employee is qualified to carry out the responsibilities to be assigned to the overtime, or the overtime is required to complete a training plan line item. In cases where this occurs, the union Steward will be notified prior to the occurrence of the overtime.

### **Article 13.00 - Absence from Work**

#### **13.01 Permissions to Leave Worksite**

Employees shall not leave work prior to the completion of their scheduled hours without prior permission from their supervisor or Section Lead when no supervisor is available.

#### **13.02 Permission to Be Absent**

Employees shall not be absent from work without prior permission from their Supervisor, except in cases of illness, injury or reasons beyond the control of the employee. Employees absent for three or more days may be required to produce a doctor's release by a licensed practitioner **at management's discretion**. Giving a false reason for an absence shall be cause for disciplinary action up to and including discharge.

#### **13.03 30 Minutes Prior Notice**

It is the duty of every employee who, for any reason, will be absent from work on a scheduled workday, or who expects to report for work late, to notify the Company of the reasons therefore, in accordance with the procedures outlined by the Company. Such notice shall be at least **thirty (30) minutes** prior to the start of the shift.

#### **13.04 Unauthorized Cause of Absence**

Should an employee not have proper cause for failing to report for work or failing to report on time or for failing to report the reason, therefore as provided herein, such failure shall be considered cause for disciplinary action.

#### **13.05 Gate Access/Security Restriction**

Should an employee report to work within **15** minutes of their scheduled start time when the tardy is due to MCAS Miramar security restrictions, the employee shall not be considered tardy.

**13.06 No Call/No Show**

Employees that fail to notify the company of absence of three (3) or more consecutive days will be considered job abandonment and result in termination. However, considerations **may** be given if employee is unable to notify the company due to extenuating circumstances beyond his/her control.

**Article 14.00 - Hours of Work****14.01 No Work Hours Guarantee**

No provision of this Agreement shall be considered as a guarantee of any specified number of hours of work, either per day or per week.

**14.02 Normal Work Shift Hours**

Eight (8) consecutive hours, exclusive of an uninterrupted meal period of thirty (30) minutes, shall constitute a normal work shift.

**14.03 7 Day Work Week**

The work week for payroll purposes shall consist of seven (7) consecutive calendar days beginning on **Saturday** and continuing through **Friday**. Employees will be paid every other Friday for the previous two (2) work weeks.

**14.04 Normal Work Schedule**

The normal work schedule shall be Monday through Friday with two (2) consecutive days off. The Odd Work Week (OWW) work schedule(s) shall be a schedule that includes a Saturday or Sunday as part of the 40 hour scheduled work hours.

**14.05 15 Minute Break Periods**

All employees will receive two (2) continuous paid fifteen (15) minute breaks per day. One (1) to be taken during the first half of their work day and one (1) to be taken during the second half of their work day.

- a. Because of the necessity from time to time to fulfill work and mission requirements, employees who are not able to take their normally scheduled work break may combine 1 (one) pre-lunch break or 1 (one) post-lunch work break with their normally scheduled lunch period, with management approval.

**14.06 Additional Break Periods**

In the event any employee is required to work beyond any eight (8) hour work day, the affected employee will receive an additional paid fifteen (15) minute break prior to commencing additional work and during each four (4) hour period of additional work.

#### **14.07 Shift Starting Times**

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

- a Standard Shift: Beginning at or after 6:00 a.m. but before 11:00 a.m.
- b Non-standard Shift: Beginning at or after 11:01 am.

#### **14.08 Shift Premiums**

Shift Premium: Hourly paid employees covered by this agreement assigned to the non-standard shift shall receive a shift differential of **one dollar (\$1.00)** per hour for all hours paid.

#### **14.09 Odd Work Week Premiums**

Odd Work Week Premium: Hourly paid employees covered by this agreement assigned to an Odd Work Week schedule that includes a Saturday or Sunday, receive a premium of **one dollar (\$1.00)** per hour for all hours paid.

### **Article 15.00 - Government Security/Responsibility**

#### **15.01 Government Security Compliance**

The Company and all representatives of the Union having access to the premises and all employees are required to comply with applicable Government security regulations when performing work for the Government. The Company and the Union agree that security information will be revealed only to persons properly cleared and required by the Government to have the information.

#### **15.02 Company Facilities and Equipment Compliance**

The Union and the Company recognize that employees covered hereby are performing services for the U.S. Government in U.S. Government facilities and by use of U.S. Government equipment. The Company is not authorized to maintain, modify or repair such government facilities and equipment, except as contractually directed.

#### **15.03 Employee Sabotage Reporting**

Each employee shall be responsible for the reasonable care of the customer and/or Company furnished property or material and will notify the Company of any sabotage, or willful damage to Company, customer or employee property or material.

## **Article 16.00 - No Strike - No Lockout**

### **16.01 No Strike, Work Stoppage or Slow Down Terms**

It is expressly understood and agreed that the business of the Company is directly related to the important and vital work of the United States Government and that efficient and uninterrupted services must be furnished by those agencies who have need of and make use of the capabilities of the Company. Therefore, the parties agree that during the term of this Agreement:

- a. The procedure provided for herein, for the settlement of grievances arising under this Agreement, may serve as the means for the settlement of disputes that may arise between the Parties. However, nothing in this section, or any other section of this Agreement, limits the Company's or the Union's right to seek and receive legal and equitable relief in the event of the breach of the no strike - no lockout provision, including but not limited to, injunctive relief prohibiting any lockout, strike, sympathy strike, sit down, work stoppage, stay in, slow down, refusal to work, picketing, or any other action which would interfere with any of the operations of the Company.
- b. The Union (its officers, and/or agents and/or members) shall not authorize, encourage, sanction, or take part in any strike, sympathy strike, sit down, work stoppage, stay in, slow down, refusal to work, picketing or any other action which deliberately interferes with any of the operations of the Company.
- c. Any employee or employees, individually or collectively, who shall cause, encourage, or take part in any violation of this article, or any activities prohibited by this article, may be immediately discharged, or subject to other disciplinary actions as the Company may unilaterally consider appropriate. Any such disciplinary action shall be subject to the grievance procedure and arbitration procedure as defined herein. If it is determined under the established grievance/arbitration procedure that such an employee(s) did participate in such an action, in violation of this provision, the disciplinary action taken shall not be altered. If the decision under the grievance and arbitration procedure is that such an employee or employees did not participate in such acts, the redress shall be as determined by the grievance/arbitration procedure and limited to "making whole" the individual employee involved, if warranted.
- d. In the event of a violation of this article, the Union (its officers, agents and members) individually and collectively agree that it will use its best efforts and end such prohibited conduct, taking actions including:



1. Requesting through personal contact or meeting with employees that they comply with the Agreement and not take part in any such prohibited conduct.
  2. Immediately notify all employees in writing that such prohibited conduct is in violation of the Agreement,
  3. Requesting those employees violating this Agreement to return to work and/or otherwise fully comply with the terms of this Agreement.
  4. Make every other reasonable effort to have employees cease such prohibited acts.
- e. The Company agrees that it will not engage in any lockout of employees during the term of the Agreement.
- f. Bargaining unit employees will not be requested or required to cross a sanctioned 1AM picket line at any other **Company** facility. If an employee encounters a picket line the employee should contact their supervisor.

## **Article 17.00 - Benefit Plans**

**17.01 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 provide \$700.00 seed money to employees opting for single coverage and \$1400.00 per employee opting for Employee plus spouse, Employee plus Child(ren) and Family coverage effective January 1, 2021 and January 1, 2022.**

Coverage Elected HSA (Bi-weekly)	Medical Effective January 1, 2020	Medical Effective January 1, 2021	Medical Effective January 1, 2022	Medical Effective January 1, 2023
Employee Only	\$62.32	\$62.32	\$62.32	\$68.54
Employee+ Spouse	\$156.30	\$156.30	\$156.30	\$171.93
Employee+ Child(ren)	\$139.12	\$139.12	\$139.12	\$153.03
Employee + Family	\$221.36	\$221.36	\$221.26	\$243.39
Dental (Bi-weekly)	Dental Effective January 1, 2020	Dental Effective January 1, 2021	Dental Effective January 1, 2022	Dental Effective January 1, 2023
Employee Only	\$6.16	\$6.47	\$6.79	\$7.12
Employee + Spouse	\$12.31	\$12.93	\$13.58	\$14.53
Employee + Child(ren)	\$13.25	\$13.91	\$14.61	\$15.34
Employee + Family	\$20.00	\$21.00	\$22.05	\$23.15
Vision (Bi-weekly)	Vision Effective January 1, 2020	Vision Effective January 1, 2021	Vision Effective January 1, 2022	Vision Effective January 1, 2023
Employee Only	\$2.77	\$2.91	\$3.06	\$3.21
Employee + Spouse	\$5.54	\$5.82	\$6.11	\$6.42
Employee + Child(ren)	\$6.00	\$6.30	\$6.62	\$6.95
Employee + Family	\$9.69	\$10.17	\$10.68	\$11.21
POSI	POSI Effective January 1, 2020	POSI Effective January 1, 2021	POSI Effective January 1, 2022	POSI Effective January 1, 2023
Employee Only	\$70.46	\$70.46	\$77.19	\$84.91

Employee + Spouse	\$172.88	\$172.88	\$190.17	\$209.19
Employee + Child(ren)	\$153.85	\$153.85	\$169.24	\$186.16
Employee + Family	\$244.84	\$244.84	\$269.32	\$296.25

## **17.02 Life and Disability Insurance**

**Life Insurance:** Life Insurance for employees will be provided by the Company as follows:

- a. Life insurance and Accidental Death and Dismemberment will be provided at one (1) times the employee's annual salary capped at fifty thousand dollars (\$50,000).
- b. Supplemental Insurance: Employee may continue to purchase Supplemental life (including accidental death and dismemberment) and Dependent Life by payroll deduction. Proof of insurability and approval by the insurance carrier is required prior to purchasing any supplemental insurance.

The Company agrees that during the life of this agreement there shall be no reduction in the level of benefits provided in this article. Part time employees are not eligible for any Group Insurance offered by the Company within this Article.

The Company will provide access to the voluntary benefits program, which is made available through the Vertex Aerospace Voluntary Benefits Platform. It is understood that these voluntary benefits are fully paid by the employees on an after-tax basis through payroll deduction. It is also understood that the Vertex Aerospace Voluntary Benefit Platform may be changed periodically, including, but not limited to, changing vendors, adding or eliminating specific vendors: modifying benefit offerings: adding or eliminating benefit offerings. Any changes will apply equally to all participants.

The Company will make available Flexible Spending accounts, which are Health Care Flexible Spending Account (HCFSA), Dependent Care Flexible Spending Account (DCFSA) and DentalNision Flexible Spending Account (DVFSa). These plans are offered through a 3rd party vendor chosen by the plan sponsor. The IRS sets the contribution limits annually.

Patient Protection and Affordable Care Act. If it is determined that an "assessable payment" under Section 4980H of the Internal Revenue Code or any other tax, penalty or other liability under the Patient Protection and

Affordable Care Act and related agency guidance would be due with respect to any employees covered by this agreement based on the current terms of the health plan offered to such employees, the parties to this Agreement will meet to negotiate substitute provisions so that no such payment, tax, penalty or other liability would be incurred by the Company.

#### **17.03 Fringe Obligation**

**Current Fringe Benefit Rate:** The fringe benefit rate is defined as the minimum Employer Contributions towards providing Group Health Insurance, Life and, Accidental Death and Dismemberment Insurance, PPT, Military Duty Pay, Jury Duty Pay, Bereavement Leave Pay, 401(k), and Retirement Benefit Plan(s) 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 due to 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 2080 man-hours per year.

The Company shall pay each employee the difference between the negotiated FBR and the actual cost of the benefits annually. Such payment, if any, shall be deposited into each employee's savings plan by June 1 of the following year.

Effective January 1 2021 the subsequent year Fringe Benefit Rates will be calculated and formally communicated in writing to the Union by the Company Head of Human Resources no later than 31 December for each year of the Collective Bargaining Agreement. The Company will calculate the cumulative individual total costs quarterly and provide the results and cost data to the Union for verification, before the end of the following quarter (June, September, December, March). Should the Company's actual quarterly cost per hour be less than the amount communicated to the Union in writing for the calendar year, the Company will pay a sum equal to the difference into the Employees' Direct Deposit Account or paycheck or 401 (k) at the individual employee's discretion for each employee. If the Company's actual quarterly cost per hour is more than amount listed, no true-up will be paid to the employee. Payment will be made prior to the end of the following quarter.

#### **17.04 The Company and the Union agree to meet on or about May 2021 to discuss addition of Union Health and Welfare Benefit Trust option for Group Medical Insurance.**

## **Article 18.00 - Retirement Plan**

### **18.01 Vertex Aerospace Master Savings Plan**

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

In accordance with provisions of the plan:

1. Employees may contribute from one percent (1 %) up to and including 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;
2. 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 (401 k 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.
3. Employees will be enrolled automatically in the MSP if they do not actively enroll within 60 days of their date of hire;
  - a) Beginning with the first pay period following this 60-day period, three percent (3%) of pay will be withheld on a pre-tax basis.
  - b) At any time, employees may elect a percentage higher or lower than the three percent (3%) automatic contribution.
  - c) Employees may enroll earlier than 60 days after their date of hire.
  - d) If employees do not wish to be enrolled automatically in the MSP, they need to change the pre-tax contribution percentage to zero percent (0%) within the first 60 days following date of hire.
  - e) 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.
4. The employee's contribution may be invested in any offered option;

5. The contributions will be invested in the default investment fund provided under the terms of the plan unless the participant elects a different investment option;
6. Employees are always fully vested in their pre-tax, catch-up, after-tax and rollover contributions and investment earnings on these amounts.

**Section 2** The Employer shall qualify, re-qualify and amend the Vertex Aerospace Master Savings Plan and any administrative procedure or operational rule relating thereto as necessary and at such times as may be necessary in order to comply with the requirements of the Employee Retirement Income Security Act of 1974 as it may be amended, and any regulation or other administrative ruling issued thereunder, or any other present or future law regulation or ruling issued under such law requiring amendment or administrative modification of the Vertex Aerospace Master Savings Plan or which are either necessary or desirable in order to qualify the Master Savings Plan under the applicable provisions of the Internal Revenue Code.

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

**Section 4.** Current employees will receive a Company matching contribution of one dollar for dollar of the employee's combined pre-tax and after-tax contributions up to six percent (6%) of eligible compensation. Pre-tax and after-tax contributions that exceed six percent (6%) of the employee's contribution are not matched.

Unless directed otherwise by the named fiduciary for the plan, Employer matching 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.

Employees hired after the date of this contract will become vested in the employer's matching contributions based on the following schedule: twenty-five percent (25%) after one (1) year of service; fifty percent (50%) after two (2) years of service; and one hundred percent (100%) after three (3) years of service. Prior Company service will count toward the vesting schedule for the Company match. Employees hired prior to the effective date of this contract will continue to vest according to the schedule in effect as of that time.

## **Article 19.00 - Safety Shoe / Boot Allowance**

- 19.01** Employees required by the Company to wear safety shoes/boots in the workplace will be reimbursed up to one hundred fifty (\$150.00) dollars effective January 1, 2018 and each January 1<sup>st</sup> thereafter of this Agreement. Employees must provide original receipts for reimbursements. Probationary employees are not eligible for shoe reimbursement until successful completion of their probationary period.

**Effective July 20, 2021 there will be no Safety Shoe/Boot Allowance reimbursement**

## **Article 20.00 - Field Duty**

- 20.01** Employees sent to off-site locations beyond fifty (50) miles from the base and required to stay overnight shall receive per diem for lodging and meals. When travel requires common carrier, or car rental, arrangements will be made through the Company Travel Service and paid for by the Company. The cost of shipping tools and equipment required by the Company for off-site work when the employee is traveling by common carrier will be reimbursed by the Company. All travel shall be in accordance with Company Policy and the Joint Travel Regulation (JTR). Employees authorized by management to utilize their own vehicle for Company business shall receive the standard mileage reimbursement per the JTR.
- 20.02** In the event employees are deployed to OCONUS sites, additional compensation shall be based on a review of State Department guidelines on potential hostile or dangerous conditions and recommended to the government for approval.
- 20.03** Senior employees shall be given the first right of refusal for all TOY work assignments. All TOY assignments, either new or to seek volunteers to augment or replace at existing assignments, will be posted as soon as possible upon notification from the customer. Unless it's a contingency operation the Company shall post notice of such TOY assignments for a period of five (5) workdays, if possible. Volunteers shall be selected in order of seniority, most senior qualified first. If there are no volunteers or insufficient volunteers, the least senior qualified employee in the classification/specialty needed will be selected from the workforce to travel. Employees currently assigned TOY who are at the end of their assignment or are no longer required will have the right to be considered for any posted TOY currently being offered. If they are the most senior qualified, they will be transferred directly to that other TOY assignment. In no case will the exercise of this Section allow an employee to use their seniority to bump a junior employee already assigned TOY.

An employee who was selected as the least senior qualified on a previous TOY and who has returned to the MCAS Miramar location but is again the least senior qualified for another TOY assignment that starts sixty (60) calendar days from their date of return will have the option to reject such new assignment.

- 20.04** While an employee is assigned to a TOY location, travel to that TOY location and returning to his/her regular work station (MCAS Miramar) from such assignment, he/she shall be paid at the applicable working rate. If traveling by common carrier, the employee shall be allowed actual travel time from home to the destination worksite or quarters. Upon return, the employee shall be allowed actual travel time from the worksite or quarters to home. If the employee travels by personally owned vehicle (POV) or Company provided vehicle, and the use of such conveyance is Company-directed or had been authorized, the actual time of travel from departure to arrival at the worksite or quarters will be used for the travel time. For travel by POV or Company provided vehicle, travel shall not exceed twelve (12) hours in a twenty-four (24) hour period. Travel time is considered time worked for the purpose of computing overtime. If the employee travels by personally owned vehicle (POV), they shall receive pay for mileage per JTR computed rate.
- 20.05** Employees shall be reimbursed for transportation and travel expenses while on travel status, excluding vacations and authorized leaves of absence without pay, in accordance with the provisions of this Article.
- 20.06** Employees on TOY will normally be assigned an eight (8) hour work day.
- 20.07** Rental cars shall be distributed equally among employees on TOY attachment. Cars shall be assigned at a ratio of one (1) car for each four (4) employees or one van for each six (6) employees.
- 20.08** Employees required to drive their POV from their assigned work area to MCAS Miramar shall receive pay for mileage per JTR computed rate.

## **Article 21.00 - Disciplinary Action**

### **21.01 Disciplinary Action Guidelines**

Disciplinary action shall be initiated in accordance with the Company Disciplinary Policy only for just and sufficient cause and any penalty imposed shall be consistent with proven offenses. It is agreed and understood by the parties that the concept of disciplinary action is to first correct the offending employee and all discipline imposed shall be consistent with the offense committed. In this regard,



where it is reasonable to assume that a letter of reprimand will correct the offending employee, such course of action will be followed by the Employer.

#### **21.02 Expiration Dates**

Copies of written disciplinary action notices shall be given to the Union and the employee. **Documented verbal** warnings will stay in effect for **six (6)** months. **Written warnings and** written disciplinary suspensions will stay in effect for twelve (12) months, except disciplinary action issued due to workplace violence. Such disciplinary action due to workplace violence shall become part of the employee's work record for a period of five (5) years. Workplace violence is defined as aggressive physical contact with anyone else or verbal and/or written threats of physical violence towards another individual.

#### **21.03 Right of Representation**

Prior to taking disciplinary action (letter of reprimand, suspension, or discharge) against any employee in the unit, the affected employee will be advised of his/her right to Union representation in the presence of his/her Shop Steward.

#### **21.04 Subject To Grievance Procedures**

Disciplinary action in any form imposed by the Employer shall be subject to the grievance and arbitration procedure.

#### **21.05 Revocation of Base Access Privileges**

Employees who's base access privileges are revoked by the customer will be terminated. If an employee's base access privileges are restored within six (6) months, the employee will be reinstated provided there is an open position in a job classification the employee is qualified to fill.

### **Article 22.00 - Grievance and Arbitration**

#### **22.01 Grievance Purpose**

It is the intent of this Article to establish a means for prompt adjustment of working problems and personal grievances at the job level by conference between the Supervisor and the employee involved, provided the Union Representative has been given an opportunity to be present. If not resolved at this informal level, a formal written grievance shall be filed. The grievance shall contain a full statement of the grievance and the facts upon which it is based, the CSA section alleged to have been violated and the action, remedy or adjustment sought. In grievances filed on behalf of individual employees, the grievance shall be signed, by the affected employee, prior to Step 1 of the Grievance Procedure. Grievances shall be processed according to the steps and time limits specified. These time limits may be extended upon written mutual consent of the parties. **Discharge grievances will be filed at Step 2 of the grievance procedure.**

## **22.02 Grievance Deadline and Procedures**

Except for payroll adjustment, no grievances shall be filed or processed based on facts or events, or omissions within the employee's knowledge which have occurred more than ten (10) working days (thirty working day while on travel) before such grievance is filed. Both parties agree to exert an earnest effort to settle such grievance promptly through the following steps:

**Step 1.** The employee involved shall first confer with his Supervisor in order to amicably settle the matter, provided the Steward has been given an opportunity to be present. Any and all grievances shall be handled during normal working hours without any unnecessary interruption of work. If the dispute is not resolved amicably then the employee or Steward must file a grievance. Within ten (10) work days after receipt of grievance the Supervisor shall submit a written answer to the affected employee or Steward.

**Step 2.** If the grievance is not settled in STEP 1, the Steward may take the written grievance and submit it to the Company's **Deputy** Program Manager or designee within five (5) work days of receipt from 1st Step answer. The Union and the Company will attempt to settle/resolve the issue. Both the Steward and Program Manager or designee shall either meet in person or by telephone within **five (5)** work days. If the issue is not resolved, the Program Manager or designee has **five (5)** days to submit his/her answer, to the Steward.

**Step 3.** If the grievance is not settled in STEP 2, the Union's Business Representative may take the written grievance and submit it to the Company's Program Manager or designee within ten (10) work days of receipt from 2<sup>nd</sup> Step answer. The Union and the Company will attempt to settle/resolve the issue. Both the Business Representative and Human Resources Manager or designee shall either meet in person or by telephone within five (5) work days. If the issue is not resolved, the Human Resources Manager or designee has ten (10) days to submit his/her answer, to the Business Representative.

**Step 4.** If not settled/resolved at **Step 3**, The Union's Business Representative may submit, within ten (10) work days following the Company's Step 2 answer, written notice to the Company Manager of Labor Relations of its intent to arbitrate. The Union will request the Federal Mediation and Conciliation Service to submit an arbitration panel of seven (7) names to each party. The remaining arbitrator after alternating strikes will be the arbitrator. The Union will notify the Arbitrator of his selection and will coordinate schedules between the Company, Arbitrator and Union. The cost of the Arbitrator will be borne by the losing party. The Company and the Union will continue to attempt to resolve the grievance prior to arbitration.

The arguments before the Arbitrator will be oral, written or both. The Arbitrator shall not have the authority to add to, subtract from, modify, alter or change any of

the terms of this Agreement. The Arbitrator's authority is to interpret and apply provisions of this Agreement. The Arbitrator shall be bound entirely by the records presented in the form of evidence presented at the hearing and the Collective Bargaining Agreement.

The parties may file post-hearing briefs. The Arbitrator shall render his decision within thirty (30) days of the close of the hearing or receipt of the briefs. The Arbitrator's decision shall be in writing. The award shall be delivered or mailed to each party.

The decision of the Arbitrator shall be final and binding on all parties.

In cases of cancellation, the party requesting cancellation shall pay all fees and costs of the Arbitrator. In cases where the cancellation is the result of a compromise settlement, fees of costs of the Arbitrator shall be shared equally by the parties. The Arbitrator may record the proceedings or request a court reporter. Such costs, if any, shall be borne by the Arbitrator.

No more than one (1) grievance shall be submitted to the same Arbitrator, unless there is more than one (1) grievance on the same issue.

All time limits shall be strictly adhered to and may only be extended by mutual agreements of the parties. Failure of the grievant, the Union, or the Company to meet the time limits will terminate all proceedings and no further action may be taken. The determination of the grievance will be awarded to the timely party.

### **22.03 Grievance Monetary Limitations**

Any monetary award shall be limited to the actual loss incurred by the grievant, less such other compensation, including wages, commissions, worker's compensation and unemployment compensation, as the grievant may have received or which may be due to the grievant for the designated award period. In no event shall the Company be penalized or in any way be liable for any monetary award or grievance settlement prior to thirty (30) days preceding the date of the filing of the grievance.

## **Article 23.00 - Installation of New and Revised Job Classifications**

### **23.01 Classification Establishment**

When new bargaining unit jobs are required that cannot be properly encompassed within an existing labor category, the Company will notify the Union of the requirements and will discuss with the Union the rate of pay prior to the Company establishing the new classification, qualifications and rate of pay. The Union shall have thirty (30) days from the date of establishment in which to challenge the rate of pay. If necessary, these matters are subject to the grievance procedure up to and including arbitration.

### **23.02 Classification Company Rights**

The Company has the right to determine the labor categories. Labor category descriptions shall be retained electronically by the Human Resources office and access made available to the Chief Shop Steward. The current labor categories shall remain in effect during the term of this Agreement.

## **Article 24.00 - Bereavement / Jury Duty**

### **24.01 Bereavement Time Off**

Employees will be granted time off with pay to attend the funeral of family members as follows:

Three (3) work days in the case of family members defined as mother, father, step mother, step father or legal guardian, sister, brother, spouse, daughter, son, stepdaughter or stepson, grandmother, grandfather, great grandmother, great grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, step sister, step brother or grandchildren and great grandchildren and domestic partners **or any other family member who resides in the employee's household.**

The Company will consider granting up to three (3) additional work days off without pay in the event of death of members of the employee's family as defined above at the employees request or the employee may use **PTO** for which they are eligible.

### **24.02 Jury Duty**

Employees absent due to jury service shall be paid at their working rate of pay. This pay shall not exceed ten (10) days in any twelve (12) month period. To be eligible for jury duty pay, the employee must present a statement from a court official attesting to the dates and times of such service. In no event shall such pay for time lost be made for jury duty performed on the employee's regularly scheduled day off, holidays as defined herein or for hours in excess of their normally assigned **work day or work week.**

### **24.03 Court Appearances**

Employees required to make any court appearance in behalf of the Company shall be compensated for all time spent in the appearance.

### **24.04 Jury Duty Day Shift**

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

## **Article 25.00 -Wage Rules**

### **25.01 Pay Scale "Appendix A"**

The Company shall pay the scale of wages included in "Appendix A" made a part hereof.

### **25.02 Hourly Rate Definition**

For the purpose of this Agreement, an employee's straight time hourly rate is defined as the employee's base rate as listed in Appendix A and any other such premiums agreed to as part of this Agreement.

### **25.03 Base Rate**

Base Rate: Base rate as used in this Agreement shall be the basic hourly wage rate of an employee excluding all other payments.

### **25.04 Working Rate**

Working Rate: Working rate as used in this Agreement shall be the employee's base rate plus other applicable payments, if any, as provided in this Agreement.

### **25.05 Temporary Job Assignments**

Employees promoted or temporarily assigned to another job classification shall receive the rate of that job classification or continue at their present rate, whichever is greater. Temporary assignments to a higher job classification will be offered to the senior qualified employee. If temporarily assigned, they shall, upon return to their prior classification, assume the rate held prior to the temporary assignment.

### **25.06 Report Pay**

Employees reporting for their regularly scheduled work shift shall be provided a minimum of four (4) hours work or pay at their regular rate of pay except in cases where work is unavailable due to acts of God, national emergency or circumstances beyond the control of the Company. If an employee reports and requests to leave work prior to completing the available four (4) hours of work and the supervisor approves such request, the employee will be paid only for hours actually worked.

### **25.07 Call Back Pay**

Employees called to work by management outside their normally scheduled work day shall be provided a minimum of four (4) hours work or pay at the applicable rate of pay.

## **Article 26.00 - Safety / Safety Equipment**

### **26.01 High Safety Standards**

It is the intent of the Company to maintain safe and healthy conditions as necessary to protect employees from injury. It is the desire of the parties to this Agreement to maintain high standards of safety in the operations of the Company in order to eliminate, as far as possible, industrial accidents and illnesses. The Company will ensure proper manning levels to ensure the safety of personnel and Government equipment.

### **26.02 Worker's Compensation**

The Company will adhere to all of the state's Workers Compensation Laws, and Federal Jones Act and Longshore Act as it applies to on the job illness/injury.

### **26.03 Emergency Transportation Provided**

The Company will provide an employee immediate transportation at the time of the illness/injury from the job to the nearest appropriate facility and return to the job, or the employee's home if required. The employee will receive pay at the applicable hourly rate for the balance of his workday as if the illness/injury had never happened.

### **26.04 Safety Equipment and Clothing Provided**

The Company shall provide OSHA-compliant personal protective equipment (PPE) as required for use in performing work.

### **26.05 Drug Free Workplace**

The Company and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is our goal to protect the health and safety of employees and to promote a productive workplace, and protect the reputation of the Company, Union and employees.

Consistent with these goals, the Company prohibits the use, possession, distribution or sale of drugs, drug paraphernalia or alcohol per federal law on Company or government premises. The Company also prohibits an employee from being under the influence of drugs or alcohol while at work. Bargaining unit employees will be subject to drug and alcohol testing. The Company agrees that any such testing will be conducted in compliance with applicable federal or state regulation. Pre-employment drug testing is a condition of employment.

### **26.06 Safety Committee**

The Union shall appoint two (2) members from the bargaining unit to serve on a join Union/Company safety committee. This committee will be tasked with meeting one (1) time per quarter to discuss and implement safety procedures and equipment.

## **Article 27.00 -Temporary Alternate Work**

### **27.01 Temporary Alternate Work**

The Company may provide a Temporary Alternate Work (TAW) program to Bargaining Unit employees who are unable to perform their normal work assignments due to an on-the-job illness/injury. The intent of which is to assist Bargaining Unit employees, by providing them with an opportunity to continue gainful employment under the provisions of the Collective Bargaining Agreement, but not to impede the recovery process of their illness or injuries, provided the Company has the work available and is able to accommodate the employee's medical restriction.

### **27.02 TAW Medical Release**

The treating physician of record may release an employee to a TAW assignment, if the Company has submitted a detailed job description of any proposed TAW assignment to the treating physician prior to commencement of a TAW assignment. The physician will consult with the employee and the Company to evaluate the TAW assignment and determine if the employee is capable of handling the assignment without further injury or impeding total recovery.

### **27.03 TAW Work Duties**

The employee will receive his standard contractual hourly wage and benefits regardless of work performed. The employee's start time will be in accordance with the Collective Bargaining Agreement. Employees on TAW will not displace other employees or adversely affect their seniority.

### **27.04 TAW Work Status**

The Supervisor will be notified of any employee's TAW status and will not take it upon himself to alter that status, job description or work assignment. Additionally, the employee will be granted unpaid time off during working hours to continue follow-up medical treatment, therapy or doctor visits as may be required, directly related to the complete rehabilitation and recovery of the ill/injured employee.

## **Article 28.00 - General**

### **28.01 Work Rules Availability**

Work rules will be maintained in a place available to all employees and will not be in violation of any provision of this Agreement.

### **28.02 Worker's Compensation Provisions**

The Company will provide Worker's Compensation Protection for all employees and will cooperate toward the prompt disposition of employee on-the-job illness/injury claims.

### **28.03 Worker's Compensation Seniority**

Employees sustaining a Worker's Compensation injury/illness, will remain on the seniority list and accrue benefits and seniority for the duration of the injury/illness, subject to the provisions of Article 7, Section 5.

### **28.04 CBA Binding Provisions**

The provisions of this Agreement shall be binding upon the Company and its successors, **subcontractors**, assigns or future purchasers.

### **28.05 CBA Validations**

Should any provision of this Agreement be found invalid by enacted legislation or decree of a court, such invalidation shall not invalidate the remaining portions hereof and said remaining portions/provisions shall remain in full force and effect.

### **28.06 Discrimination Protections**

Neither party will limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities or otherwise discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, because of race, religion, sex, age, national origin, veteran status, union membership, color or that prohibited by state, federal or municipal law, including the American's with Disability Act (ADA) and Family Medical Leave Act (FMLA) **and California Family Leave Act.**



## Article 29.00 - Duration

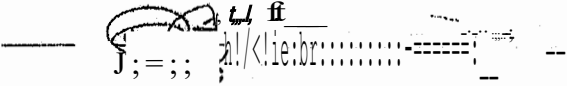
### 29.01 CSA Effective Dates

This Agreement will be in full force and effect from August 31, 2020 to and including August 30, 2023 and will continue from year to year thereafter unless written notice of desire to negotiate changes or revisions or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration by registered mail.

In witness whereof the parties hereto have caused this Agreement to be executed by their authorized representative.

For  
Vertex Aerospace


For  
International Association of  
Machinists & Aerospace Workers  
District Lodge 725

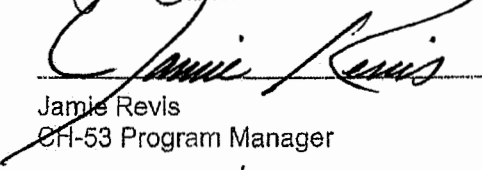
  
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Director of Labor Relations

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Business Rep. IAM&AW DL 725

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David Braman  
Senior Director of Operations

  
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Lakinta Griffin  
Business Partner

  
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Jamie Revis  
CH-53 Program Manager

  
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David Conklin  
Site Supervisor

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Brian Miller  
Business Rep. IAM&AW DL 725

  
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James Terwilliger  
Committee Member LL 1125

  
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Joshua Olvera  
Committee Member LL 1125

## Appendix A -Wages

JOB TITLE	Existing Wage	20-Jul-21	20-Jul-22	20-Jul-23
Aircraft Mechanic II Airframes	\$37.31	\$38.90	\$40.16	\$41.47
Aircraft Mechanic II Flight Line	\$37.31	\$38.90	\$40.16	\$41.47
Aircraft Mechanic III	\$38.65	\$40.29	\$41.60	\$42.95
Electronics Tech II	\$37.31	\$38.90	\$40.16	\$41.47
Electronics Tech III	\$38.65	\$40.29	\$41.60	\$42.95
Quality Control Inspector	\$40.77	\$42.49	\$43.88	\$45.30
Training	\$33.39	\$34.82	\$35.95	\$37.12
HAZMAT	\$35.04	\$36.54	\$37.72	\$38.95
Logs & Records Technician	\$33.39	\$36.90	\$38.10	\$39.34
Supply Technician	\$26.71	\$27.87	\$28.78	\$29.71
Tools & Parts Attendant	\$26.71	\$27.87	\$28.78	\$29.71

- Lead: \$1.50 per hour
- Fuel Cell Entry: \$1.50 per hour paid in two (2) hour increments
- Rigging: \$1.50 per hour (Mechanic III and Electronics Tech III are not eligible for rigging premium)
- Crane Operator: \$1.50 per hour in additional to normal hourly wage while performing crane work **payable in one (1) hour increments.**
- CDI: \$0.50 per hour (QC Inspector not eligible for COi premium)

## Memorandum of Understanding #1

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 can meet with an EBS Counselor during their free time (break or lunch) 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 Section by the Company.

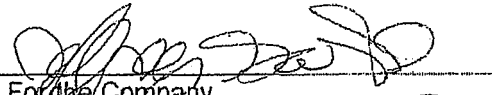
The Company agrees to implement the provisions of this Section as soon as possible after the administrative, systems and financial requirements are worked out between the Company and EBS.

The parties agree that the provisions of this Section will be effective for the term of the current Collective Bargaining Agreement between the parties unless rescinded or amended earlier by mutual agreement between the parties.



For the Union

Date: 9-1-20

  
For the Company  
Date: 9-1-20