

COLLECTIVE BARGAINING  
AGREEMENT

BETWEEN

VERTEX AEROSPACE

LLC (DBA V2X)

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS AFL-CIO  
District Lodge 4

C-12 US AIR FORCE  
Andrews AFB, MD  
Holloman AFB, NM

**Effective: July 12, 2024 to July 11, 2027**

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## **PREAMBLE**

This Standard Agreement is made and entered into this **12th day of July, 2024**, by and between **Vertex Aerospace, LLC, (DBA V2X)** (hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers, District Lodge 4 and Local Lodge 2525 (hereafter referred to as the Union).

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

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

## **Article 01.00 Intent and Purpose**

- 01.01** It is the intent and purpose of the Company and the Union to set forth herein the entire Agreement with respect to wages, hours, and working conditions as relates to Government Contract Number FA8106-17-D-0001 for the U.S. Air Force.
- 01.02** It is the intent of the parties to provide for the efficiency of the 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 so 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.
- 01.03** 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, for the advancement of said conditions; and to provide a grievance procedure for the settlement of the employee's grievances; and to provide that there shall be no interruptions and/or impeding of operations during the term of this Agreement.
- 01.04** The Union recognizes that the Company is a contractor to the U.S. Air Force and that the Company is required at all times to meet its contractual obligations. Nothing in this Agreement will prevent the Company from meeting its obligations and responsibilities as a Government contractor. The Union and the Company agree to comply with the requirements that the U.S. Air Force may impose on the Company and its employees to the degree necessary, subject to rebuttal by either or both parties through the grievance and arbitration procedures and/or the courts, if deemed necessary.

## **02.00 Management Rights**

- 02.01** The Company shall retain the exclusive authority, rights and powers to manage its business and direct the workforce. Such authority, rights and powers include, but not limited to, the right to hire, assign, transfer, promote, reclassify, layoff, discipline for cause (including suspension and discharge); determine work schedules, the qualifications of employees and selection of lead men; to establish and modify rules and regulations not in conflict with the terms of this Agreement; to close down, curtail, or move the business or any part thereof, to discontinue its business in whole or in part; to sell or dispose of any part of the business, to introduce new or changed methods; to determine the means of service or production; and to otherwise manage the operations and direct the workforce.
- 02.02** Except as expressly modified by a specific provision of this Agreement or except as such rights are specialty relinquished herein, all rights, powers or authority, which the Company had prior to the signing of this Agreement are retained by it. No relationship between the parties shall be construed to create any implied limitation on the Company's authority, rights or powers.

## **03.00 Union Recognition**

- 03.01** The Company recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees of **Vertex Aerospace, LLC (DBA V2X)** in the bargaining units described in the certifications issued by the National Labor Relations Board as follows:

NAME	District/Local	NLRB Case#
Andrews AFB, MD	DL 4	5-RC-16014
Holloman AFB, NM	LL 2515	5-RC-16014

- 03.02** In recognition of the fact that this is a Standard Agreement between the IAMAW and **Vertex Aerospace, LLC (DBA V2X)** based on an U. S. Air Force Contract Number FA8106-17-D-0001, between **Vertex Aerospace, LLC (DBA V2X)** and the U.S. Air Force, should the customer decide to discontinue or relocate any individual site(s) this collective bargaining agreement will still remain in effect for the remaining sites. Additionally, sites relocated from the above group will be automatically covered by this agreement at the new location.
- 03.03** The Company recognizes the Union in the above-mentioned locations as certified by the National Labor Relations Board as the exclusive representative of all Production and Maintenance employees as follows:
- a.** Included: All Lead employees and A/C Mechanics employed by the Company.
  - b.** Excluded: All office clerical employees, supervisors and other employees as defined by the Act.

**03.04** The Company acknowledges the Union's rights specially 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 days work by each employee, to cooperate in combating any practices, which decrease efficiency and to maintain standards of quality and service.

**03.05** Union Bulletin Boards. The Company will provide one (1) Union bulletin (or part of a bulletin board) board for the Union to post official business of the Union. 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 Management.

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

#### **Article 04.00 Shop Stewards**

**04.01** The Company agrees and it is hereby understood that the Union shall designate, and the Company shall recognize one (1) Shop Steward and one (1) alternate Shop Steward. 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. If more than one location or shift is established, the Union is entitled to one (1) additional Shop Steward. If more than one Steward is agreed to by the parties, the Union shall designate one (1) of the existing Shop Stewards as the Chief Shop Steward.

**04.02** 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 under the grievance procedure 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** 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 workflow. 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 manager. The manager's permission will be granted unless he determines compelling work commitments dictate otherwise. If permission is initially denied, the manager shall establish an alternate time, which shall be no later than the end of the employee's next workday, at which time the Steward can contact the employee.

**04.04** 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 his manager.
- c.** To present a complaint or a grievance to the employee's manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- d.** To meet with the manager or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.
- 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.

**04.05** Subject to existing security regulations, the Business Representative or other authorized Representatives of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the grievance procedure, and ascertaining whether or not this Agreement is being observed. Before doing so, he/she shall report to the manager or other authorized Company Representative, who shall permit said Representative to enter the Company's premises, provided that such rights shall be exercised reasonably and will not interfere with the normal conduct of the Company's operations. Authorized Representatives of the Union may be escorted by a Company Representative at all times they are on Company premises.

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

- 04.07** The Steward shall be empowered to adjust 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.

#### **Article 05.00 Union Security/Agency Shop**

- 05.01** All employees in the bargaining unit must, as a condition of continued employment, be either a member of the Union and pay union dues or pay an agency fee to the Union, but not both.
- 05.02** All employees within the bargaining unit on the effective date of this agreement who are not Union members must, as a condition of continued employment, pay to the Union while on the active payroll, an agency fee equal to the amount of monthly membership dues, beginning with the month following the month in which they accumulate thirty (30) days continuous service in the bargaining unit since their last date of hire or rehire. Employees entering the bargaining unit or employees who are rehired with seniority or transferred with seniority into the bargaining unit after the effective date of this Agreement who do not become Union members, or having become do not remain Union members, must, as a condition of employment, while on the active payroll, pay such fee to the Union commencing a month following the month in which they accumulate thirty (30) days continuous service in the bargaining unit if such entry is prior to the fifteenth (15<sup>th</sup>) day of that month or commencing with the month following the month of such entry into the bargaining unit if such entry is on or after the fifteenth (15<sup>th</sup>) day of that month.
- 05.03** Employees who are Union members on the effective date of the Agreement shall continue to pay membership dues to the Union as a condition of continued employment while in the bargaining unit and on the active payroll as long as they remain members of the Union. Employees within the bargaining unit who after the effective date of this Agreement become members of the Union shall pay, while on the active payroll, an original initiation fee and membership dues to the Union, as a condition of continued employment while in the bargaining unit and while remaining a Union member; provided that in no event shall the initiation fee and membership dues exceed the amount specified in the Constitution and/or By-Laws of the Union, but not both.
- 05.04** 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.
- 05.05** Deductions provided in Section 05.04 shall be remitted to the Grand Lodge no later than the tenth (10<sup>th</sup>) 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 the Grand Lodge monthly, with a record indicating payroll ending date and names 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.



- 05.06** 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.
- 05.07** The parties agree that check-off authorization shall be **provided to the employee by their Union Steward.**

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

- 06.01** Non- bargaining unit personnel may temporarily perform the work of or with unit employees, provided such work does not result in layoff, reduction of hours or earning opportunities or benefits. Such temporary work may be performed 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.
  - c.** Up to two (2) hours on any shift when an employee fails to report to work, and other qualified employees are not available in the classification.
  - d.** Supervisor may perform Bargaining Unit work 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.

#### **Article 07.00 Seniority**

- 07.01** Seniority, on the date of contract ratification, will be established as the employee's date of hire that is continuous service with the Company working on the U.S. Air Force C-12 program in the bargaining unit. Any employee hired after ratification of this Agreement will have their seniority date established as their date of hire on the U.S. Air Force C-12 Program at their respective site. Employees transferring into this contract and into the bargaining unit from another Company location, will retain their Company service date of hire for vacation and fringe benefits, but would establish their seniority date, for all other purposes, as their date of hire on the U. S. Air Force C-12 Program at their respective site.
- 07.02** The Company will apply qualifications and seniority in its everyday operation relating to promotion, transfer, bidding, overtime, layoff and recall and other terms and conditions of employment of the bargaining unit.
- 07.03** Employees who 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 will be paid the highest wage rate for time worked in the higher classification.

**07.04** A new employee shall be in a probationary status until they have completed ninety (90) actual workdays from the last date of hire. During this first ninety (90) day period, the Company may transfer, layoff or discharge such employee at will and such action shall not be reviewable through the grievance procedure. After these 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 the social security number with the highest last four digits being the most senior.

**07.05** 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 twelve (12) 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 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.** Transferred or promoted out of the bargaining unit in excess of ninety (90) calendar days;
- h.** 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;
- j.** Employees absent from work due to a workers' compensation claim in excess of twelve (12) months.

**07.06** The Company will post a seniority list at least once every twelve (12) months (once a year). The list will show each employee's name, hire date and classification. Any protest must be filed within ten (10) days of such posting. This provision will not prohibit the Union from requesting seniority lists more frequently than once per year.

**07.07** When reducing the workforce, the Company will lay off in reverse order of seniority. The most junior is laid off first, with the Lead being laid off last. The last employee laid off will be the first recalled.

**07.08** The Company will notify the Union and the employees affected of pending layoffs at least ten (10) workdays 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.

**07.09** The Company and Union may mutually agree on seniority dates for individual employees because of unique and special circumstances.

## **Article 08.00 Promotions / Bidding / Transfers**

**08.01** A bargaining unit employee who bids and is promoted or transferred and such employee fails to satisfactorily perform the duties of the new job within a period of up to thirty (30) workdays, unless extended by mutual written agreement of the parties, the employee will be returned to the classification last held prior to the award of such promotion, provided the classification has not been abolished.

**08.02** When a bargaining unit job vacancy occurs within the Company at the U.S. Air Force C-12 Program at the employee's respective site, the vacancy shall be posted for three (3) workdays. The notice will contain:

- a.** Job title and wage rate
- b.** Qualifications required
- c.** Date and time after which bids will no longer be accepted
- d.** Work schedule
- e.** Effective date

**08.03** Bids must be in writing and sent to the Regional Manager's office, which will affix the date and time to validate a timely filing. Bids received after the closing date will not be considered.

Due to the nature of the contractual work to be performed, if available, employees may be brought in from other locations to perform specific short-term assignments for the respective C-12 Program, as the need arises, not to exceed forty-five (45) calendar days, so long as there are no employees in the classification on layoff who are qualified to perform the assignments. Such actions shall not cause the layoff of any employee within the classification in the bargaining unit who are qualified to perform the work. The Company will meet with the Union and inform them of the reasons such actions are necessary. If the Union disagrees, the issue may be submitted by the Union to the grievance and arbitration procedure, providing there are qualified employees in the classification on layoff.

**08.04** 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. Bids will be awarded within five (5) workdays of the bid closing.

## **Article 09.00 Leaves of Absence**

**09.01** 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) workdays and not more than thirty (30) calendar days. Requests for unpaid personal leave of absence must be made in writing 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.** Vacation credits are not earned while on a leave of absence under the provisions of this article.
- b.** Health insurance may continue for a maximum of sixty (60) days provided the employee pays his/her portion of the premium at least ten (10) days prior to the next month's insurance coverage.

**09.02** 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 Company approval.

**09.03** Leave of absence for legitimate personal health reasons supported by sufficient medical verification will be granted to an employee for a period of 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 six (6) months. An employee will be laid off after six (6) months. In the event the employee is released within six (6) months of the date of such layoff and the employee has notified the Company, in writing, of their ability to return to work, the employee will be returned to the classification he/she held at the time such leave was taken providing their classification has not been abolished. If not released to return to work within six (6) months after the date of the layoff, the employee shall be terminated.

- a.** The Company will abide by the provisions outlined under the Family Medical Leave Act (FMLA).

**09.04** 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 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 (3<sup>rd</sup>) 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 restricted duty at the discretion of the Company, provided the Company is able to accommodate said restrictions.

**09.05** Leaves of absence without pay for Union business will be granted to Bargaining Unit employees of the Company, not to exceed two (2) weeks for each employee each year, who are elected or appointed by the Union, to attend such functions as conferences, conventions, and union educational courses, provided at least five (5) work days advance notice is given in writing to the Company, if possible to do so. However, not more than one (1) employee may be on such leave at any time.

**09.06** Leaves of absence without pay in workers' 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** An employee who has completed his/her probationary, 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 ten (10) 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.

**09.08** 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** When an employee fails to return to work at the expiration of an approved leave of absence, or accepts gainful employment during a leave of absence without the approval of the Company, that employee shall be disciplined up to and including discharge at the option of the Company.

**09.10** 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 two (2) year period and with the opportunity to request extensions. Employees on such leave

shall retain 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** 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** The granting or disallowance of Personal/Medical Leaves of Absence for employees within the probationary period will be at the discretion of the Company.

#### **Article 10.00 Holidays**

**10.01** Holiday pay is eight (8) hours pay, which is payable at the employee's straight time rate of pay. The eight (8) hours pay will be considered as time worked for all purposes of this Agreement. To qualify for holiday pay, an employee must work the last scheduled work day before and the first scheduled work day after the holiday unless excused by Management shall be eligible for pay for such holiday. The following holidays will be observed:

New Year's Day  
Martin Luther King Jr. Day  
Veterans Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day and the day after Thanksgiving  
Christmas Day and the day before Christmas

**10.02** Any additional holidays celebrated by the U.S. Air Force will be recognized as unpaid holidays. Employees may take a paid vacation day, or a day without pay, workload permitting.

**10.03** Any observed holiday stated above that falls on a Saturday or Sunday, will be observed under the same schedule observed by the U.S. Air Force.

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

#### **Article 11.00 Vacation**

- 11.01** Each employee covered hereby shall accrue vacation credits as follows:

- a.** For vacation purposes, all employees will be entitled to paid vacation which will be based upon years of service on the U.S. Navy C-12 Contract at their respective sites or with the Company, whichever is earlier, and each anniversary date thereafter, shall be the reference point for accrual of vacation. Paid vacation entitlement will be as follows:

Effective January 1, 2019

- 1.** Employees with less than five (5) years of continuous service, as defined in 11.01a above, shall accrue 1.54 hours of vacation per credited workweek. A maximum of eighty (80) hours of vacation may be accrued during the fifty-two (52) credited workweeks per year.
- 2.** Employees with five (5) years, but less than thirteen (13) years of continuous service, as defined in 11.01a above, shall accrue 2.31 hours of vacation per credited workweek. A maximum of one hundred, twenty (120) hours of vacation may be accrued during the fifty-two (52) credited workweeks per year.
- 3.** Employees with thirteen (13) years of continuous and above service, as defined in 11.01a above, shall accrue 3.08 hours of vacation per credited workweek. A maximum of one hundred, sixty (160) hours of vacation may be accrued during the fifty-two (52) credited workweeks per year.

- 11.02** For the purpose of determining eligibility for accrued vacation credits, a credited workweek shall be defined as follows:

- a.** A credited workweek is defined as a week in which an employee is paid by the Company for time worked, holiday pay, jury duty pay, military pay differential, paid personal time, vacation pay, bereavement leave pay, or is on workers' compensations that does not exceed six (6) months.
- b.** Absences that are compensated under Short Term Disability Insurance or Long Term Disability Insurance are not credited workweeks for vacation accrual.
- c.** Vacation taken by the employee is deducted from the employee's unused vacation until such vacation is exhausted.

**11.03** Vacation pay shall be computed at the employee's straight-time hourly rate at the time of vacation.

**11.04** Employees who are terminated from employment, are laid off, enter into the armed services, or who voluntarily terminate employment after submitting a two (2) week advance written notice are eligible to receive pay for all unused accrued vacation.

- a. Employees who are temporarily laid off, may at their discretion retain their accrued unused vacation for a period of up to, but not to exceed thirty (30) days. At any time during the thirty (30) day period the employee may request in writing and be paid for his/her vacation pay. At the expiration of the thirty (30) day period the employee will be paid for any vacation time that is owed to the employee at the time of the layoff.

**11.05** Vacation must be requested no less than fourteen (14) days in advance and will, insofar as practical, be granted as requested by eligible employees. When conflicts in requested vacation periods arise, the employee having the greater seniority shall be given preference. However, an employee who has requested and had scheduled vacation approved, will not be displaced by a more senior employee within sixty (60) calendar days of the scheduled start of the approved vacation.

- a. Vacation may only be scheduled on the employee's regularly scheduled workdays and only for the amount of hours regularly scheduled on that day to a maximum of eight (8) hours per day.
- b. Vacation periods of eight (8) hours must be requested a minimum of one (1) day in advance and must be approved.
- c. Employees' requests for vacation leave must be approved by the Lead/Regional Manager 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.
- d. The maximum allowable length of vacation will be the amount of the employee's unused vacation at the end of the payroll period immediately preceding the vacation period requested.
- e. Employees may carry over up to three (3) weeks, 120 hours of unused vested vacation.
- f. Employees may request pay In lieu of time off for any portion of their current vacation balance during the last two (2) weeks in November, but no later than December 1 of each year. Vacation in excess of the applicable carry over limits will automatically be paid out after the anniversary date.



- 11.06** Part-time employees will be paid for vacation after completing one (1) year of service on a pro-rata basis determined by the number of hours worked in the previous anniversary year as a percent of 2080 hours per year.
- 11.07** 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 vacation credits.
- 11.08** Paid days of vacation shall be considered as time worked for the purpose of computing pay for overtime.
- 11.09** 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** Section 1: It is understood and agreed that the Company reserves the right to require employees covered by this Agreement to perform overtime work. When such overtime is required, employees involved will be given as much advance notice as practical, but at least thirty (30) minutes notice prior to commencement of the overtime.

Section 2: When mandatory overtime is required the Lead or Regional Manager will discuss with the Union the need for the Company action and approximate duration of the mandatory situation. The Company will give consideration for employee hardships which may arise during mandatory overtime with the intent to accommodate scheduling needs.

Section 3: In the event overtime is required on the employee's scheduled days off, the Company will give the employee four (4) hours' notice prior to the end of their previous shift, if possible.

- 12.02** When the Company determines that overtime work is required, it shall be first offered to the most senior qualified employee at work. Should the employee decline, the next senior employee is offered the overtime. It is understood that this method of asking employees to work overtime is only to start the process. After each employee has worked or been asked to work overtime, then the process allows the Company to draft the most junior employee who is qualified to perform the overtime work.
- 12.03** 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 Lead/ Supervisor if the probationary employee is qualified to carry out the responsibilities to be assigned to the overtime.
- 12.04** The overtime rate will be one and one half (1 1/2) times the standard straight time rate of pay for any work in excess of forty (40) hours in any one workweek.
- 12.05** PPT and/or vacation will be counted toward computing the forty (40) hour workweek.

- 12.06** The Company will attempt to schedule overtime so that employees shall not be required to work more than two consecutive Saturdays or Sundays.
- 12.07** No provision of the Article shall be construed as a guarantee of any specific hours or overtime hours per week.
- 12.08** Military reserve pay will be counted toward computing the forty (40) hour workweek for the purpose of computing overtime.

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

- 13.01** Employees shall not leave work prior to the completion of their scheduled hours without prior permission from their supervisor.
- 13.02** 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. Giving a false reason for an absence shall be cause for disciplinary action up to and including discharge.
- 13.03** 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** 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.

#### **Article 14.00 Hours of Work**

- 14.01** 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** Eight (8) consecutive hours, exclusive of a meal period of thirty (30) minutes, shall constitute a normal work shift.
- 14.03** The work week for payroll purposes shall consist of seven (7) consecutive calendar days beginning on Saturday and running through the following Friday. The normal work schedule shall be Monday through Friday with two (2) consecutive days off. It is understood that Monday shall be designated as the first day of a work week, Saturday shall be designated as the sixth day of a work week and Sunday shall be designated as the seventh day of a work week.
- 14.04** All employees will receive two (2) uninterrupted paid fifteen (15) minute breaks per day. One (1) to be taken during the first half of their workday and one (1) to be taken during the second half of their workday.

- 14.05** In the event any employee is required to work beyond any eight (8) hour workday, 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.
- 14.06** Determination of starting time shall be agreed to by the parties and such starting times shall not be changed without mutual agreement. The starting time of the existing shifts will be as follows:
- First Shift: Beginning at or after 4:00 a.m. but before 11:59 a.m.  
Second Shift: Beginning at or after 12:00 p.m. (noon) but before 6:00 p.m.
- 14.07** Shift Premium: Hourly paid employees assigned to the second shift, covered by this agreement, shall receive a shift differential of **one dollar (\$1.00) per hour effective 10/1/2024.**
- 14.08** Employees reporting for their regular 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 for only for hours actually worked.
- 14.09** In the event of a base closure or partial workdays (i.e. hurricanes, snow closures, government shutdown, etc.) employees will be entitled to pay, provided it is reimbursed by the customer.

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

- 15.01** 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** 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** 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** 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 that 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 acts as prohibited.
- e. The Company agrees that it will not engage in any lockout of employees during the term of the Agreement.

**16.02** Bargaining unit employees will not be required to cross a sanctioned IAM picket line at any other **V2X** Aerospace facility.

### **Article 17.00 Benefit Plans**

**17.01** The Company will make available a Group Insurance Plan, as defined in the Summary Plan Document, for full time employees covered by this Agreement and their dependents. The insurance plan will include medical, dental, vision, term life insurance, accidental death and dismemberment insurance, a prescription drug program, HCFS/DCFS, EAP and travel accident insurance. All employees will be provided a copy of the Summary Plan Descriptions for all Company provided benefits.

**17.02** Medical, dental and vision coverage will be provided the first day of hire and will end the last day of work.

**17.03** Effective 1/1/2022, employees will be able to purchase medical, dental, or vision only coverage, or any combination. The employee's choice of tier must be consistent throughout. Employee contributions for the health and welfare benefit outlined in the summary plan document will be per pay period as indicated:

#### Medical Coverage:

**17.04** **The employees electing the Vertex Medical plan will continue to pay the following bi-weekly rates effective 1/1/2024. Rates cannot increase beyond 8% year over year.**

#### 1) Vertex Dental Care and Vision Care Plans:

The Vertex Dental plan and the Vertex Vision plan are the new Dental / Vision plans. **The employees electing the Vertex Dental plan will pay the following bi-weekly rates effective 1/1/2024. Rates cannot increase beyond 8% year over year.**

**17.05** 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 populations 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 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.

- 17.06** The Tricare supplement is administered by a 3<sup>rd</sup> party vendor chosen by the plan sponsor. This fully employee-paid supplemental insurance is only for those who have Tricare coverage through the Government. Employees pay 100% of the cost on a pretax basis for the Tricare supplemental coverage and assume the responsibility for all increases in cost.
- 17.07** If it is determined that an “accessible 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 offer to such employees, the parties to this agreement will meet and negotiate substitute provisions so that no such payment, tax, penalty or other liability would be incurred by the company.
- 17.05** Disability Insurance: Disability Insurance for employees will be provided by the Company as follows:
- a.** Short Term Disability Insurance will be provided to eligible employees with a weekly benefit percentage of 66.67% of salary to a maximum of **\$2,150** per week. Elimination period of 1 day for injury and 8 days for sickness with a maximum duration of 26 weeks.
  - b.** Voluntary Long Term Disability Insurance: Employee may purchase voluntary group long term disability insurance by payroll deduction. The policy offers a 60% of salary monthly benefit to a maximum of **\$8,000** per month and has a 180-day elimination period.
- 17.06** Supplemental Insurance: Employees may continue to purchase Supplemental Life (including AD&D) and Dependent Life by payroll deduction. Proof of insurability and approval by the insurance carrier is required prior to purchasing any supplemental insurance.
- a.** Life Insurance in the amount of one times the employee’s annual salary and will be provided by the company
- 17.07** The Fringe Benefit Rate (FBR) is defined as the minimum Employer Contribution toward providing bona fide fringe benefits or Health and Welfare benefits (Group Health Insurance, Life and AD&D, PPT, Jury Duty Pay, Retirement etc.) under this agreement. The parties agree that the health and welfare benefits provided under this agreement are available to all qualified employees. The actual cost per individual employee may vary to due employee choice and eligibility, however, the parties agree to an overall package as set forth in this Agreement which the company provides on an average cost basis. The company has no obligations to track costs on an actual cost per

employee basis. The costing of such fringe benefits is an average rate per hour computed on the basis of total hours paid less overtime to a maximum of 80 hours per pay period.

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

The Fringe Benefit Rate will be calculated and formally communicated in writing no later than December 31<sup>st</sup> of each year for the following year. The Fringe Benefit Calculations will be completed and available upon request to Union Representation at any time by contacting the **V2X** Human Resources Department.

### **Article 18.00 Retirement Plans**

- 18.01** The Company shall contribute to the I.A.M. National Pension Fund, National Pension Plan, for each hour or portion thereof for which employees in job classifications covered by this Agreement are entitled to receive pay under this Agreement.

Two dollars, eighty cents (\$2.80) per hour effective 1/1/2025

Two dollars, eighty cents (\$2.80) per hour effective 1/1/2026

Two dollars, eighty cents (\$2.80) per hour effective 1/1/2027

The Company shall continue contributions based on a forty (40) hour workweek while an employee is off work and entitled to receive pay under this Agreement.

- 18.02** Contributions for a new, probationary, part-time and full-time employee are payable upon completion of the ninety-day probation period and shall cover all contributions due from the first day of employment.
- 18.03** The I.A.M. and the Company adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.
- 18.04** The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of the pension Article or reduces the contribution rate. The parties may increase the contribution rate and/or add job classifications or categories of hours for which contributions are payable.

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

### **18.06 Vertex Aerospace, LLC Master Savings Plan**

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

In accordance with provisions of the plan:

- 1) Employees may contribute from one percent (1%) up to and including 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 75% of their qualifying compensation as defined in the plan in increments of one percent (1%); contributions made to another employer’s qualified defined contribution plan (401k plan) are not taken into consideration for determining eligibility to participate in the catch-up contribution provision of the MSP.
- 3) Employees will be enrolled automatically in the MSP if they do not actively enroll within 60 days of their date of hire;
  - a) Beginning with the first pay period following this 60-day period, 3% of pay will be withheld on a pre-tax basis.
  - b) At any time, employees may elect a percentage higher or lower than the 3% automatic contribution.
  - c) Employees may enroll earlier than 60 days after their date of hire.
  - d) If employees do not wish to be enrolled automatically in the MSP, they need to change the pre-tax contribution percentage to 0% within the first 60 days following date of hire.
  - e) If employees previously worked for **V2X** and are rehired, they will not be enrolled in the MSP automatically. They must contact Fidelity to enroll.
- 4) The employee’s contribution may be invested in any offered option;
- 5) The contributions will be invested in the default investment fund provided under the terms of the plan unless the participant elects a different investment option;



- 6) Employees are always fully vested in their pre-tax, catch-up, after-tax and rollover contributions and investment earnings on these amounts.

**Section 2.** The Employer shall qualify, re-qualify and amend the Vertex Aerospace Master Savings Plan and any administrative procedure or operational rule relating thereto as necessary and at such times as may be necessary in order to comply with the requirements of the Employee Retirement Income Security Act of 1974 as it may be amended, and any regulation or other administrative ruling issued thereunder, or any other present or future law regulation or ruling issued under such law requiring amendment or administrative modification of the Vertex Aerospace Master Savings Plan or which are either necessary or desirable in order to qualify the Master Savings Plan under the applicable provisions of the Internal Revenue Code. It is understood that the Company has the exclusive right to make changes to the Vertex Aerospace Master Savings Plan, including, but not limited to, adding or discontinuing plan provisions and such decisions are not subject to the grievance procedure. The eligibility criteria enrollment procedures, and any other MSP plan provision not noted in this agreement shall be the same as the plan provided by the Company to its salaried, non-union represented employees. Any changes to the plan will apply equally to employees covered by the collective bargaining agreement.

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

## **Article 19.00 Uniforms**

- 19.01** Each employee will be required to wear the uniforms designated by the Company. The cost of the initial issue of such required uniforms, shall be incurred by the Company.
- 19.02** IAM&AW logo (up to two and one half inches diameter) may be added to Company uniforms on the sleeve opposite the Company provided American Flag. The **V2X** Aerospace logo shall appear on the left breast side of the shirt.

## **Article 20.00 Off Site Detachment**

- 20.01** Selection of an employee to be assigned to off-site assignment shall be done by seniority first. The most senior qualified employee is asked first and if he/she declines, the next senior qualified employee is asked, until each employee has had a chance to be asked or assigned to an off-site job. Notwithstanding the above, the Lead Man will be deployed at the discretion of the Company.
- 20.02** Bargaining unit employees on temporary detachment assignment CONUS performing bargaining unit work retain their rights under the Collective Bargaining Agreement, including overtime, as if working at their last location assigned prior to the temporary assignment. If the temporary assignment is to an L-3 site where the CBA provides a higher rate for the classification, the employee will be paid the higher rate, otherwise, they will be paid their regular rate.

When on OCONUS detachment, no overtime will apply. The employee will be compensated as follows: The straight time hourly rate will be converted to a weekly rate (multiplied by 40) and the employee will be paid the weekly rate regardless of the number of hours worked in the full week, to include any hazardous duty pay in accordance with the applicable regulations. Pro rata payment will be made in the event of a partial week of detachment.

**20.03** The Company will provide unit employees who are required to travel out of town (greater than 50 miles one way) on Company business with payment of per diem and costs, per the most current Joint Travel Regulation (JTR). The Company will provide a rental car on a direct bill basis when possible. The Company will reimburse unit employees for out of pocket expenses such as, but not limited to, one (1) telephone call home per day up to fifteen (15) minutes per call. The Company will make every effort to reimburse these expenses on a timely basis. Any disagreements, which occur based on this article, are subject to the grievance and arbitration article.

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

The company will make every attempt to provide housing accommodations to employees as close to the worksite as possible. In the event that housing accommodations within 20 miles of the worksite are not available, employees will be compensated their regular rate of pay, or overtime rate if applicable, for time spent traveling to and from the worksite.

### **Article 21.00 Disciplinary Action**

**21.01** Disciplinary action shall be initiated by the Company 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** No disciplinary action taken more than one (1) year earlier may be used for progressive discipline or introduced into evidence in any Arbitration proceeding; however, a suspension will stand for two (2) years. It is further agreed that in order to consider that an

employee has been disciplined, he and the Shop Steward shall be furnished a duplicate copy of any disciplinary matter inserted in his personnel file.

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

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

- 22.01** 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 immediate Lead/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 Contract 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.
- 22.02** 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 the Lead/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 five (5) workdays after receipt of grievance the Lead/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 Regional Manager or designee within five (5) workdays of receipt from 1<sup>st</sup> Step answer. The Union and the Company will attempt to settle/resolve the issue. Both the Steward and Company Regional Manager, or their designee, shall either meet in person or by telephone within seven (7) workdays. If the issue is not resolved, the Regional Manager or designee has ten (10) days to submit his/her answer, to the Steward.

### **Step 3.**

If not settled/resolved at 2<sup>nd</sup> Step, the Union may submit grievance to the Company's C-12 Program Manager or designee within five (5) working days. The Company's C-12 Program Manager or designee and the Union's Business Representative or designee will meet in person or by telephone conference within ten (10) workdays and attempt to resolve any grievance. If unable to resolve the grievance, the C-12 Program Manager or designee shall submit a written answer to the Union within five (5) workdays.

### **Step 4.**

The Union's Business Representative may submit, within ten (10) workdays following the Company's Step 3 answer, written notice to the Company Director 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 shared equally among the parties. 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 or 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 both parties agree otherwise prior to sending for a list of Arbitrators.

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** 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. Any monetary award shall be limited to the actual loss in this thirty (30) day period incurred by the grievance, 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.

### **Article 23.00 Personal Paid Time**

- 23.01** Full time employees shall accrue PPT up to a maximum of two hundred and forty (240) hours. PPT will accrue to the employee's account at the rate of **.96** hours for each credited workweek. Accrual records will be available to employees upon request.
- 23.02** PPT will be considered as time worked for the purposes of computing overtime.
- 23.03** Employees who are prevented from reporting to work by reason of sickness or injury shall notify their supervisor/lead within ½ hour of their scheduled shift start time, giving the reason for the absence. PPT hours will not be paid in cases of unauthorized absence or tardiness or on an employee's regularly scheduled days off. Management approval will not be unreasonably withheld in the case of personal emergencies.
- 23.04** PPT is not authorized in increments of less than (1) hour. After one hour, an employee can record PPT as taken, such as 1.6 hours or 3.4 hours.
- 23.05** The company reserves the right to require employees to present a certificate from a licensed medical doctor to support time off due to illness or injury.
- 23.06** Employees who are laid off or who voluntarily terminate employment after submitting a two (2) week advance written notice are eligible to receive pay for all accrued unused PPT.

### **Article 24.00 Installation of New and Revised Job Classifications**

- 24.01** When new bargaining unit jobs are required that cannot be properly encompassed within an existing job specialty, 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.
- 24.02** The Company has the right to determine the job classifications. Copies of job classifications shall be retained in the Regional Manager's office and shall be made available upon request. The current job classifications shall remain in effect during the term of this Agreement.

## **Article 25.00 Bereavement Leave/Jury Duty**

- 25.01** In case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of three (3) scheduled workdays off with straight time pay to attend the funeral and tend to administrative details. Members of the immediate family shall be spouse, children, stepchildren, parents, stepparents, brothers, sisters, half-brothers and half-sisters, and domestic partners. In the event other members of the employee's family should die, the employee will be granted a maximum of two (2) scheduled workdays off with straight time pay to attend the funeral and tend to administrative details. Other members of the employees' family shall be brothers in law, sisters in law, sons in law, daughters in law, aunts, uncles, grandparents, grandchildren and spouse's parents. Pay for all such time shall be at the employees' base straight time rate. The Company may require reasonable proof of death under this Article.
- 25.02** The Company shall grant up to five (5) additional workdays off, without pay, in the event of the death of members of the employee's immediate family as defined in Section 1, at the employee's request, or the employee may use vacation for which they are eligible.
- 25.03** When an employee is summoned for jury duty, he will notify the Company as soon as possible and will not be required to work and will be excused for the entire day(s) he is required to report and be available. The employee shall be granted pay for his regular work shift; less any fee or other compensation paid to the employee by the court. Pay for such time lost shall be up to eight (8) hours per day and forty (40) hours per week. Payment shall not be for Jury Duty on scheduled days off or holidays. An employee must present to the Company a statement from an official of the court attesting to dates served; time served and fees paid before any jury duty payment will be made.

## **Article 26.00 Wage Rules**

- 26.01** The Company shall pay the scale of wages included in "Appendix A" made a part hereof.
- 26.02** 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.
- 26.03** Except as provided in Appendix A, employees promoted or temporarily assigned to a job classification, assigned to a higher rate, shall receive the rate of the higher job classification or continue at their present rate, whichever is greater. Temporary assignments to a job classification assigned to a higher rate 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.
- 26.04** Employees temporarily assigned to a lower job classification will receive their current rate of pay.
- 26.05** An employee who is asked to act as lead in the absence of a lead for a period in excess of one day, will be paid the lead pay for the entire period for which they served as lead.

### **Article 27.00 Safety/Safety Equipment**

- 27.01** It is the intent of the Company to maintain safe and healthy conditions as is 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.
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- 27.02** The Company will adhere to all of the state's Workers Compensation Laws as it applies to on-the-job illness/injury.
- 27.03** 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.
- 27.04** The Company shall make available foul weather gear (raincoats and pants) to those employees who are required to perform work outdoors. Any other protective clothing or safety equipment required by the Navy or Company shall be provided also.

### **Article 28.00 Temporary Alternate Work**

- 28.01** 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.
- 28.02** 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.
- 28.03** The TAW assignment may be Bargaining Unit or non-Bargaining Unit work. The employee will receive the standard contractual hourly wage and benefits for the 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.

- 28.04** The Regional Manager and Lead Man will be notified of any employee's TAW status and will not take it upon themselves to alter that status, job description or work assignment. Additionally, the employee will be granted 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 29.00 General**

- 29.01** Work rules will be maintained in a place available to all employees and will not be in violation of any provision of this Agreement.
- 29.02** 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.
- 29.03** 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(J).
- 29.04** The provisions of this Agreement shall be binding up on the Company and its successors, assigns or future purchasers.
- 29.05** 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.
- 29.06** The Parties acknowledge that during the negotiations, which resulted in this Agreement, each had the right and opportunity to make demands with respect to any subject or matter and the agreements arrived at by the Parties are set forth in this Agreement. Therefore, the Parties agree, for the life of this Agreement, that the other shall not be obligated to bargain collectively with respect to any subject matter covered by this Agreement or subject or matter not specifically referred to covered by this Agreement, even though such subject or matter may not have been known or contemplated by any of the parties at the time this Agreement was negotiated and signed.
- 29.07** 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 Americans with Disability Act (ADA) and Family Medical Leave Act (FMLA).



### **Article 30.00 Tools and Toolboxes**

- 30.01** Employees are responsible for securing their tools and toolboxes in accordance with established company policies and procedures. In the event a tool and/or toolbox is damaged or broken at work, the employee will first attempt to get the tool and/or toolbox replaced under the manufactures' warranty. In the event they are unsuccessful, the Company will replace the broken or damaged tool and/or toolbox with like kind.
- 30.02** Tools and/or toolboxes stored in the Company approved secured area, if damaged or stolen will be replaced with like kind in accordance with the employee's tool inventory record on file with the Company.

### Article 31.00 Duration

This Agreement shall be in full force and effect from July 12, 2024, to and including July 11, 2027, 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.

The Company recognizes the Union as the sole an exclusive collective bargaining representative with respect to rate of pay, hours of work, and other conditions of employment for all employees in the bargaining units certified by the NLRB. The parties recognize the fact that this agreement represents two (2) separate C-12 Air Force contacts. It is the intent and purpose of the parties that this CBA becomes the standard language as far as terms and conditions of employment. Because of the various geographic considerations, wages and medical benefits may vary, however the standard language will apply to all sites listed above and now sites added as agreed to by the parties. In exchange for this standard language the Union agree s to give the Company at least seven (7) days- notice prior to any work stoppage or strike.

For Vertex Aerospace, LLC

For the IAM&AW

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Wendy Dixon  
Sr. Director, Workplace Relations  
V2X

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Shannon Stucker  
Aerospace Coordinator  
IAMAW

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Lydia Corum  
Director, HR Business Partner  
V2X

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Ramon Martinez  
P/DBR  
Local Lodge 2515

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Ashley Ahrens  
Labor Relations Specialist  
V2X

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William Campell  
Negotiator  
Local Lodge 2515

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Greg Harris  
Airforce C-12 Program Manager  
V2X

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Mark Duval  
Assistant Directing Business Representative  
IAMAW District Lodge 4

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Jeffrey Stevens  
C-12 Deputy Program Manager  
V2X

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David Jacobs  
Committee Member  
District Lodge 4

## APPENDIX “A”

Location	Job Classification	Current Wage	Equity Adjustment 1/1/2025	1/1/2025 5% Plus \$1.00	1/1/2026 4%	1/1/2027 3%
Joint Base Andrews, Camp Springs, MD	Aircraft Mechanic	\$47.01	0	\$50.36	\$52.37	\$53.95
	Aircraft Mechanic Lead	\$51.32	0	\$54.89	\$57.08	\$58.79
Holloman AFB, Alamogordo, NM	Aircraft Mechanic	\$38.02	\$4.50	\$45.65	\$47.47	\$48.90
	Aircraft Mechanic Lead	\$41.12	\$4.50	\$48.90	\$50.86	\$52.38