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1. PREFACE
	1. INTEVA PRODUCTS LLC and the UAW recognize their respective responsibilities under federal, state, and local laws relating to fair employment practices. The Company and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of age, race, color, sex, religion, national origin, disability, genetic information or sexual orientation including harassment based on any of these prohibited factors.
	2. This Collective Bargaining Agreement (hereafter referred to as “CBA” or “Agreement”) is executed by and between Inteva Products LLC Adrian, Michigan facility (herein after referred to as the “Company” or “Management” or “Employer”), its Plant located at 1450 Beecher Street, Adrian, Michigan 49221, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local Union 2031 (herein after referred to as the “Union” or “UAW”) on this 20th day of February, 2016. The effective date of this CBA shall be the date on which the Company receives written notification from the Union that this CBA has been ratified by the Bargaining Unit.
2. RECOGNITION
	1. The Company recognizes the Union, International Union (United Automobile, Aerospace, and Agricultural Implement Workers Union of America-UAW), and its Local No. 2031 therefore, as the exclusive bargaining agent for all production and maintenance Employees employed by the Employer at its Adrian, Michigan facility, located at 1450 Beecher Street, Adrian, Michigan. Also, for the purposes of the Agreement the term “Union” will be in reference to the International Union (United Automobile, Aerospace, and Agricultural Implement Workers Union of America- UAW), and its Local No. 2031, such representation is with respect to all conditions of employment.
	2. Whenever the term “Bargaining Unit” member appears in this Agreement, it shall apply to the Bargaining Unit members of the Bargaining Unit employed by the Company covered by this Agreement. Whenever gender is used in this Agreement, it shall be deemed to include both male and female.
	3. For the purposes of the Agreement the term "Employee" shall include all hourly Employees, in departments in the Bargaining Units covered hereby that fall under the hourly wage and benefit agreement.
	4. The Employer will not interfere with, restrain, or coerce Employees because of membership or lawful activity in the Union, their lawful administration of this CBA, nor will the Employer discriminate in respect to any Employees, tenure of employment or any term or condition of employment, or attempt to discourage membership in the Union.
	5. The Employer and the Union agree that the provisions of this Agreement shall be applied to all Employees covered by this Agreement as required by appropriate state and federal law. Any claims of violation of this policy, claims of sexual harassment or of any laws regarding discrimination or harassment on account of disability may be taken up as a grievance.
3. MANAGEMENT RIGHTS

The Management of the Employer and the direction of the working forces, including, but not limited to the products to be manufactured, the location of the facility, the work to be performed, the schedules of production, the methods, processes, and means of manufacturing and the methods of control, the right to hire, promote, demote, transfer, layoff, discharge or discipline for just cause, to maintain discipline and efficiency of Employees, to set forth rules and regulations governing the actions of Employees shall be the sole responsibility and right of Management, subject, however, to the restrictions governing the exercise of these rights as are expressly provided in this Agreement.

1. DUES CHECKOFF
2. The Employer agrees to withhold the Union dues, service fees and the initiation fees, from the wages of any of the Employees covered by this Agreement provided such deductions are voluntary and authorized by valid individual written authorizations received by the Employer from such Employees. The term ”dues” or ”service fee” as used in this Agreement will include only that regular payment required equally of all Employees who choose to be members of the Union which has been certified in writing to the Employer by a duly authorized official of the Union as the amount designated as membership dues pursuant to the Union’s constitution. Excluded specifically from any authorization of deductions are fines, penalties, contributions, assessments and similar types of payment.
3. At the time of employment, the Union will offer an Employee a voluntary execution of an authorization for check-off of union dues, and other fees on the form that is agreed upon should the Employee elect to join the Union and pay dues. If the Employee elects to join the Union and pay dues, a copy of such authorization card for the check-off of union dues shall be forwarded to the Financial Secretary of the Local Union along with the membership application of such Employee. New Check-off authorization cards other than those provided for will be submitted to the Company through the Financial Secretary of the Local Union at intervals of not more frequently than once each month. On or after the last day of the month the Company shall submit to the union a summary list of cards transmitted each month. Monies collected will be submitted to the Financial Secretary of the Local Union not later than (1) week after such deduction has been made.
4. The Employer will notify the Financial Secretary of the Local Union, when there is an employment change because of death, quitting, discharge, layoff, Leave of Absence, or transfer to a job outside the Bargaining Unit.
5. UAW-V-CAP CHECK OFF
	1. During the life of this Agreement, the Company agrees to deduct from the pay of each Employee voluntary contributions to V-CAP, provided that each Employee executes or has executed the “Authorization for Assignment and Check-Off of Contributions to UAW V-CAP” form. The Company will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each Employee for whom it has on file an unrevoked “Authorization for Assignment and Check-Off of Contributions to UAW V-CAP” form.
	2. Deductions shall be made only in accordance with the provisions in the amount designated in said “Authorization for Assignment and Check-Off of Voluntary Contributions to UAW V-CAP” form, together with the provisions of this Agreement. A properly executed copy of the “Authorization for Assignment and Check-Off Contributions to UAW V-CAP” form for each Employee for whom voluntary contributions to UAW V-CAP are to be deducted, shall be delivered to the Company by the Union before any such deductions are made. Deductions shall be made thereafter, only upon receipt of the applicable “Authorization for Assignment and Check-Off of Contributions UAW V-CAP” forms, which have been properly executed and are in effect.
	3. Deductions shall be made pursuant to the forms received by the Company from the Employee’s first pay received each month. The Company agrees to remit said deductions promptly to UAW V-CAP, in care of the Region 1D to the individual and address provided by the Union. The Company agrees to furnish UAW V-CAP with the names and addresses of those Employees for whom deductions have been made, and the amount deducted for each Employee. This information shall be furnished along with each remittance.
6. UNION SECURITY/MEMBERSHIP
	1. Pursuant to the Michigan Right To Work Legislation Public Act 348 it is unlawful for both Parties to consider membership in the Union as a condition of employment. Therefore, Employees have the right to choose to become dues or non-dues paying, non-Union member Employees. Non-Union Members who elect to be a non-dues paying Employee, will be covered under the terms of this Agreement.
	2. In the event that the Michigan Law prohibiting Union security (Michigan Right to Work Legislation Public act 348) is repealed or rendered unenforceable by court decision, the following will be considered enforceable, will be considered valid and will enter into effect as applicable:

The Employer agrees Employees, that on the 1st calendar day from the date of their employment as outlined, or from the effective date of this Agreement, shall become and remain members of the Union or pay a service fee for representation by the Union (the equivalent of fees and dues required for representation of members), for the duration of this Agreement as a condition of employment provided that nothing herein shall be interpreted to cause a violation of the Labor Management Act of 1947 or other applicable law.

* 1. The Employer agrees that upon the date of hire, Employees will be entitled to full representation in accordance with Labor Management Relations Act of 1947 and/or any other applicable law or case rulings.
	2. The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, any action taken by the Employer for the purpose of complying with this article, or in reliance on any notice given by the Union to the Employer with respect to the Employee’s membership status in the Union. If the Employee is found to owe union dues, the Financial Secretary of the Local Union shall in writing notify Payroll or the appropriate Company contact. At that point dues deduction will be made for the delinquent amount within (30) days of notification.
1. NO STRIKES - NO LOCKOUT
	1. It is the intent of the Parties to this Agreement that the procedures herein shall serve as a means for peaceable settlement of all disputes that may arise between them. During the life of this Agreement, the Company will not lock out any Employees until all of the bargaining procedure as outlined in this Agreement has been exhausted and in no case on which the Arbitrator shall have ruled, and in no other case on which the Arbitrator is not empowered to rule until after negotiations have continued for at least (5) days at the third step of the Grievance Procedure. In case a lockout shall occur the Union has the option of canceling the Agreement at any time between the tenth day after the lockout occurs and the date of its settlement.
	2. During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in or slow- down, in any Plant of the Company, or any curtailment of work or restriction of production or interference with production of the Company. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket any of the Company's Plants or premises until all the bargaining procedure as outlined in this Agreement has been exhausted, and in no case on which the Arbitrator shall have ruled, and in no other case on which the Arbitrator is not empowered to rule until after negotiations have continued for at least (5) days at the third step of the Grievance Procedure and not even then unless authorized by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America. The Union will not cause or permit its members to cause or will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket any of the Company's Plants or premises because of any dispute or issue arising out of or based upon the provisions of the Individual Retirement Plan, Life and Disability, Benefits Program, Health Care Program, or Savings Plan nor will the Union authorize such a strike stoppage or picketing. In case a strike or stoppage of production shall occur, the Company has the option of canceling the Agreement at any time between the tenth day after the strike occurs and the day of its settlement. The Company reserves the right to discipline any Employee taking part any violation of this Section of this Agreement.
	3. The Union has requested this Agreement in place of independent agreements for each Bargaining Unit covered hereby. Accordingly an authorized strike in one Bargaining Unit under this Agreement which results in an interruption of the flow of material or services to operations in any other bargaining unit under this Agreement will be considered an authorized strike in any such affected Bargaining Unit.
2. SENIORITY
3. General Provisions

In the case where (2) or more Employees start to work on the same day, their seniority shall be governed in the following manner:

The last name (in alphabetical order) shall be used in determining the respective positions on the seniority list. In the event a tiebreaker is needed, the Employee’s first name will be utilized. An Employee will not advance or decrease on the seniority list due to a name change.

To protect seniority, Employees are responsible for keeping Management informed of their proper contact information. Forms for this purpose shall be available in designated offices in the Plant, and shall be signed by a member of Management upon submission to the Company. A copy of such notification shall be furnished to the Employee.

Employees permanently or temporarily transferred into a new group will maintain their seniority within the group to which they were transferred, unless they are loaned out.

1. Seniority shall be broken and employment shall cease for any one of the following reasons:
2. If the Employee quits or retires.
3. If the Employee is discharged (and is not reversed through the Grievance Procedure).
4. If the Employee is laid off for a continuous period equal to the amount of time they have been employed at the Adrian Plant or (36) months whichever is shorter (For the purpose of computing the period for breaking seniority only, the first day of that period will be the next otherwise regularly scheduled work day after layoff).
5. Seniority will not accumulate during any time spent outside the Bargaining Unit. Seniority will be adjusted on a day for day basis for all time spent outside the Bargaining Unit. Within (3) months following a former Bargaining Unit Employee’s release from a non-Bargaining Unit position (per-diem), the Employer may return the Employee to the first available open (posted but unfilled) Bargaining Unit position after the application process has been exhausted, for which the Employee is qualified, seniority permitting. At no time will the return of a former Bargaining Unit Employee result in the layoff of a Bargaining Unit Employee. It is up to Management to grant a request by an Employee currently working outside of the Bargaining Unit to return to a Bargaining Unit position. Any Employee outside of the Bargaining Unit for a period of (1) continuous year or more shall cease to have any Bargaining Unit seniority and shall re-enter the Bargaining Unit as a new hire.
6. In the event an Employee does not report to work for (3) working days, including failure to return from Leaves of Absence and recall from layoff, the Company will send (1) registered return to work letter (one per calendar year) to the Employee’s current address on file. Only (1) letter will be issued in any calendar year for failure to report and that any future occurrences in the same calendar year will not result in a letter being issued. If the Employee fails to respond to the registered letter within (3) working days, the Employee will be considered terminated and their seniority broken.
7. If the Employee accepts a separation payment check which provides for termination of employment.
8. If the Employee accepts employment with any Employer that is not in compliance with the terms of their Leave of Absence.

The Company may in its discretion (but is not required by this Agreement to) extend a Leave of Absence and suspend the breaking of seniority after exhaustion of all contractually-provided leave if the Company determines it is necessary to comply with any applicable law.

1. Seniority Unit

The entire Plant shall constitute (1) seniority unit consisting of (2) divisions as defined as follows:

1. Division I- includes all hourly rated Employees in the Bargaining Unit except those Employees in the Non-Interchangeable skilled classification (skilled classification examples include paint Job Setters, mold Job Setters, MCE Job Setters, Quality Auditors, etc.).
2. Division II- includes all hourly rated Employees in the Bargaining Unit in the Skilled Trade’s classification.

Seniority in Division I and II will be divided by the Interchangeable group, Plant wide or Non-Interchangeable groups within departments or Plant wide.

1. Seniority Lists

Up-to-date seniority lists shall be made available to all Employees for their inspection within the Plant either by posting where practical or by mutually agreed methods.

The seniority lists shall contain each Employee's name, department, shift, classification, and seniority date.

The Union will be provided a copy of seniority list postings and notice of the names of Employees selected for jobs awarded in accordance with the seniority provisions of the current Agreement.

1. HEALTH AND SAFETY

**“SAFETY IS OUR CORE VALUE”**

The Company and the Union recognize the importance of maintaining a safe working environment for all Employees. The health and safety of its Employees being the core value is vital for the effective and efficient operation of the Plant. The Union and Management Leadership will jointly achieve the goal of maintaining a World Class safety environment.

It is the intent of the Parties to address and resolve health and safety issues using the joint health and safety process as they arise during the course of the Agreement. Utilizing this process will help fulfill the goal of both Parties to resolve all health and safety issues as quickly as possible. Nothing in this section is meant to infringe on the Management’s Rights clause of this Agreement. Management reserves the right to run the business utilizing safe operating practices subject, however, to the restrictions governing the exercise of these rights as are expressly provided in this section and to comply with federal, state and local health and safety laws.

It is understood and mutually agreed that all Employees have the right to a work environment that enables him or her to live a socially and economically productive life. A healthy work environment has both a direct and indirect impact on Employee’s safety. The Company and the Union agree that a healthy work environment will lead to increased worker retention, job satisfaction and safer practices. A healthy work environment is a productive and collaborative setting maximizing the ability to provide a safe, quality work place that is willing to meet personal needs and give empowerment to promote a satisfying work experience. The achievement of a healthy work environment is multi-functional and requires the support of Management and the Union to insure an environment of positive communication and co-worker team efforts.

1. Reporting of a Work Place Illness or Injury

Injuries occurring at work must be reported immediately to the Employee’s Supervisor and/or Plant medical. The Parties agree that reducing injuries, with the intent of prevention and elimination are of paramount concern. Injuries must be reported following the injury, and failure to report an injury may affect the availability of Worker’s Compensation coverage. Failure to report a workplace illness or injury promptly may result in disciplinary action. Misrepresentation of a non-work-related injury may result in discipline. The Company will report all work related injuries and illnesses to the Worker’s Compensation insurance carrier for determination.

1. Incident Reporting

An incident report will be filed by Management on all safety incidents including recordable or non-recordable injuries within (24) hours and/or in alignment with the Inteva Corporate Investigation Procedure, following the reporting of the incident. The sole intent of incident reporting is to gather and conclude all of the facts of the incident.

If an Employee injured on the job is sent from the Plant for medical care and is returned to work during the assigned shift on the same day, he/she shall be compensated for the full work shift. Where necessary, such Employee shall have such transportation provided both to and from the place of medical treatment. If he/she is hospitalized or sent home for the remainder of his/her assigned shift, he/she will be paid to the end of such shift for the day on which the injury occurred, unless the incident investigation determines the injury did not occur on the job.

1. Near Miss

The Parties agree reporting, investigating, evaluating, and implementing corrective actions for “Near Miss” incidents which occur in the workplace are imperative to assisting in creating a safe work environment. The Parties recognize that the foundation of any successful safety process rests with a positive cultural atmosphere that allows Employees to bring potentially hazardous situations to the attention of Management in order to achieve timely correction. This line of communication can only be achieved if Employees are free to discuss “Near Miss” incidents with Supervision without fear of reprisal. To this end, the Company will instruct all levels of Management that discipline will not be contemplated or issued to any Employee who self-reports a “Near Miss” where there is no gross or willful violation of safety policies or procedures as determined by the Health and Safety Department’s review of the near miss.

1. Safety Observation Tours

The Company will require the department Supervisors to perform Safety Observation Tours on a weekly basis in which the Supervisor will contact each of their Employees to discuss health and safety matters and document all concerns. This safety observation will be done jointly with either the Team Leader or one of the Team Members from the department and a Staff level Manager or Union Representative.

1. Joint Hazard Management Team

(Joint Health and Safety Processes)

As set forth, Management agrees to a Joint Hazard Management Team. The Joint Team will consist of Local Union leadership and Management leadership. The Union and Management will mutually agree upon any changes to the agenda for this meeting. The Parties will also mutually agree on the date and time to perform a weekly meeting where they will review the following which may include but is not limited to:

* Action Items Review:

Open high priority safety issues

Overdue safety issues

Other outstanding (and overdue) action items

* Incident Review:

Presentation by injured worker’s immediate Supervisor action plans

* Process Implementation Metrics Review:

Safety Observation Tour review

Open high priority items

Items past due

Average hazards per-tour

1. Plant Safety Review Board (PSRB) Meetings

(Joint Health and Safety Processes)

The PSRB will be co-chaired by the Plant Manager and Shop Chairperson and the membership will consist of the local Shop Committee and members of the Plant Manager’s staff. The PSRB will meet monthly to review the Plant’s health and safety performance and monitor the implementation of its health and safety programs. The hazard tracking team will attend all PSRB meetings.

The PSRB team will review existing policies and create and monitor those policies relating to and including but not limited to: radios, bicycles, mold Job Setter tool change, fans (cleaning and adequacy), machine fluid controls, indoor air quality, asbestos (removal, remediation, and working near), matting (condition and adequacy), safety sign off process, eyewash stations (condition and adequacy), working alone, weight room (condition and adequacy), restrooms, training, showers, breakrooms, water fountains/ice machines, facilities, Skilled Trades training, hot work permitting, welding curtains etc. The creation of new polices/SOP’s/procedures and/or the updating and reviewing of existing policies will be done by mutual agreement between the Parties, and must be aligned with Inteva Products’ global policies and procedures. Both Parties commit to having current and updated procedures for all safety related items. The creation of new safety polices/procedures and/or the updating of existing policies will be done within (6) months of the ratification of this Agreement. If more time is needed in excess of (6) months, the Parties will mutually agree to an extension. The PSRB will be the venue to address policy level safety concerns and review and analyze Plant level safety data. The PSRB will mutually agree to establish subcommittees for the purpose of addressing on going issues (e.g. ergonomics team, oil leak team).

All local safety policies specific for the Adrian facility may be established by mutual agreement between the Union and the Company and must be approved by the Inteva Corporate Safety Director. If the Inteva Corporate Safety Director does not approve the initial policy, it will be sent back to the PSRB for revision and resubmission. The Company has legal obligations for compliance and will have final approval.

1. Joint Local Quality Committee (JLQC)

(Joint Health and Safety Processes)

This meeting will be utilized to address safety concerns that are brought forth by the team.

1. Personal Protective Equipment

All safety equipment/Personal Protective Equipment and devices will be provided by the Company (gloves, safety glasses, etc.). A new pair of safety glasses will be furnished to all Employees every (6) months and hearing protection will be available on the floor at all times.

1. Training

The Company and the UAW Health and Safety Representatives will be included in all hourly safety training that is done in or for Adrian Inteva.

Management will provide safety training for all Employees. This includes but is not limited to being trained in Hazard Recognition, Ergonomics, Safety Observation Tours, and Safety Data Sheets.

The Company will consider the training offered by the International UAW Health and Safety Department as a first option.

1. Skilled Trades Training

It is understood that it is in the best interest of the Company to continue to train the UAW Skilled Trades workforce within the facility on new or existing equipment. With this understanding Management agrees to train all the Skilled Trades classifications in which the work falls under. As new equipment comes in, Management will train the Skilled Trades group to maintain a safe work environment with the new equipment. Outside resources can be utilized for training.

1. Fork Truck

In order to obtain a fork truck license within the facility an Employee must:

Maintain a valid state driver’s license; and

Pass a physical; and

Complete a mutually agreed upon training program facilitated by the Company and/or the UAW Health and Safety Representative.

1. Fork Truck License Removal Process

The UAW Safety Representative and the Company Health and Safety Representative will be notified by the Supervisor or General Supervisor of a request to remove the license. The request will be made in the form of a near miss or incident report and the Safety Representatives will investigate and come to a mutual agreement as to whether or not a license removal is appropriate. The removal of a license will be in place of any progressive discipline provided the Employee did not commit an unsafe act either endangering himself/herself, other Employees or resulting in significant property damage.

1. Occupational Health Care

Management will provide proper medical treatment that can be administered in a professional and timely manner. Management and Union Leadership will discuss and mutually agree on how to provide such medical treatment.

Employees who utilize Ambulatory service are required to submit their personal insurance information to the Ambulatory service and will provide any remaining balance to the Company Health and Safety Representative within (14) days of receipt of the balance. The Plant will pay for the services not covered by the insurance carrier when the incident occurs on the Plant premises within (14) days of receiving the balance from the Employee.

1. Prescription Eyeglass Program

Management will continue to operate by its existing policy regarding prescription safety glasses. Management will periodically review vendor practices on an as need basis to identify areas of improvement.

1. Bicycles

The Company agrees to provide bicycles to authorized personnel to utilize for work purposes only. Authorized personnel will be determined by mutual agreement. Any abuse to the rules will result in bike removal for the Employee. The bike is to carry the authorized person and their tools to the job assignment.

Bicycles will be expected to follow the same policies as the fork trucks (i.e. wait for the wave, a designated check list, etc.).

1. Mold Job Setter Tool Change Process

(2) Molding Job Setters will be utilized when changing molding tools. Any exceptions to this process will be mutually agreed through the PSRB.

1. First Responders

The Parties agree on the importance of supporting Employees in the event of a need of emergency medical assistance. The Parties agree to the following:

* First Responders on each shift will be volunteers. The number of volunteers so designated will be based on the appropriate staffing level of First Responders, with the maximum number of responders to be set at (10) per shift. The number of First Responders on each shift will be determined by Management.
* Employees willing to accept this responsibility will be required to be trained and certified and shall serve as First Responders for the duration of the contract. They will receive recertification upon completion of retraining when their original certification has expired.
* First Responders will be trained in basic first aid, CPR and Automatic Defibrillator usage.
* These Employees will be assigned based upon the appropriate geographic layout of the Plant.
* An annual injury drill will be conducted.
1. Disputes and Disagreements

All disputes and disagreements arising under the Health and Safety clauses of this contract, if not disposed of by the PSRB, may be subject to the Grievance Procedure. The PSRB shall be considered an adjunct of, and subordinate of, the Grievance Procedure.

Nothing in this Section or Agreement is intended in any way to modify or amend the rights and responsibilities of the Employees, the Union or the Employer under applicable state or federal statutes.

1. QUALITY

Providing quality products to our customers is of the upmost importance for future business and establishing a respectable reputation with our customers.

Department Management and the Team are ultimately responsible to address quality concerns through team huddles/meetings, weekly Continuous Improvement Team (CIT) meetings and layered quality audits. When quality concerns in the department arise, the Quality Department is also a resource to assist in addressing those types of concerns. Employees may also bring forth their concerns to the Supervisor, Quality Auditor, General Supervisor, Departmental Manager, Union Representatives, and to the Joint Local Quality Council (JLQC) meetings towards resolving their quality concerns. Furthermore, for quality concerns that have become chronic in nature and have special causes outside of the norm, the Quality Resolution Process (QRP) will be utilized.

Management will provide a copy of communication alerts generated from customer complaints to the Shop Chairperson and the Shop Committee.

1. Quality Auditors

Another major component of ensuring we build-in quality is the utilization of Quality Auditors. Through the performance of product and process audits, including but not limited to, gage checks, SPC checks, problem solving, and auditing first time quality parts, the Quality Auditors provide a vital link to monitoring that our processes are capable. Records of these activities play a vital role when our customers question our product integrity. When quality discrepancies are found, the Quality Auditors are to alert the manufacturing organization of defect(s). The Quality Auditors are expected to utilize the approved Plant procedures for identification of non-conforming material. As it is inefficient to assign Quality Auditors to specific departments, they will continue to be assigned where needed.

1. Continuous Improvement Team Meetings

Each individual department will hold a weekly CIT Meeting to assist and aid in addressing any quality, safety, or productivity concerns. The meeting time and day will be established by the department’s Supervisors and Team Leaders. The Supervisors and the Team Leaders will mutually decide on the personnel necessary to be at such meeting. Both the Supervisors and Team Leaders will be responsible for maintaining a CIT action item list that will be reviewed in JLQC meetings.

1. Joint Local Quality Council Meetings

The intent of this meeting is to afford a sufficient amount of time and opportunity for individual departments to report on safety, quality, productivity, team concerns/issues and inefficiencies. The JLQC will be chaired by the Shop Chairperson and the Plant Manager and will be comprised of staff level representatives from quality, maintenance, engineering, PC&L, the Union Leadership or any additional necessary resources as determined by the meeting Chairpersons. This meeting is also the opportunity for the team to seek assistance from the leadership in remedying issues within their department or value stream. At the end of each meeting, corrective actions with deadlines will be assigned to the proper personnel to ensure the team’s issues/concerns are resolved in a timely manner. This will be a regularly scheduled meeting and attendance is not an optional requirement. The meetings will occur weekly at a time determined by mutual agreement between the Plant Manager and the Shop Chairperson. The chairpersons of this meeting reserve the right to modify the schedule at their discretion. A rotation of the departments that are reporting out will be set in place for the purpose of tracking which department has reported out. The findings and corrective actions that are identified in the JLQC meeting will be formally communicated jointly to the team in a Team Meeting setting by the Team Leader and the Supervisor.

1. Quality Resolution Process

In the event a quality concern is ineffectively addressed through the team huddle/meeting, the CIT meeting, and the quality layered audit process, and an Employee feels additional action is required to correct, a Quality Resolution Process Form can be utilized. The Quality Resolution Process Form is intended for quality concerns that have become chronic in nature and have special causes outside of the norm. It is the responsibility of the Employee to attach documentation showing evidence that the team huddle/meeting, the CIT meeting, and the quality layered audit process have been previously utilized to address the quality concern. Once the Quality Resolution Process Form is accepted by the Quality Department, it is the responsibility of Management for any quality defects created in the process. However, this does not negate the responsibility of Employees to follow the additional implemented quality gates for the specific quality concern.

The Employee, Supervisor, and person from the Quality Department will fill out, and keep a copy of the Quality Resolution Process forms indicating a quality problem. The original document for the record will be kept by the Quality Manager.

Copies are to be distributed as follows (Quality Department owns the distribution):

* Supervisor
* General Supervisor
* Committeeperson
* Shop Chairperson
* Employee
* Quality Manager
* Operations Manager
* Plant Manager

Quality Resolution Process Forms will also be posted in the department.

It will be the responsibility of the Quality Manager to bring the open Quality Resolution Process Forms to the JLQC meeting each week for status review and prioritization of resources for corrective action. It is imperative that feedback is provided to the initiator of the Quality Resolution Process Form.

1. Alarm Chart Process

In an effort to reduce quality defects and scrap, Management and Union Leadership commit to continued utilization of alarm charts Plant wide. Procedures will be maintained to assist with training of alarm chart use. Each department will be expected to review alarm chart utilization in JLQC meetings.

1. Containment

In the event that finished goods (dock sort) or work-in-process containment is required, whether self-imposed or customer imposed, the containment will be assigned to Bargaining Unit workers. This would not apply to customer mandated third party containment.

1. Error Proofing

The Union Shop Committee will be trained in the Quality Systems Error Proofing.

1. REPRESENTATION
	1. There shall be (1) Shop Chairperson for the Plant, as well as (1) Shift Committeeperson for each shift there is full time production. Full time production is defined as (60) Employees for a period of (3) consecutive months. Each Committeeperson shall be selected in accordance with the constitution of the International Union for a term also outlined thereto.
	2. On a shift that has (60) Employees or less, a Committeeperson from another shift may represent the Employees when there is a need for representation. The Committeeperson will be allowed to flex his or her time for that representation. Flex is defined as modification of start and end of shift hours. Flexing of hours will not generate additional Overtime.
	3. Committeepersons will have the ability to modify available early or over Overtime when it becomes necessary as determined by the Union Representatives. Committeepersons will notify Labor Relations of the adjustment of hours. Example: (4) hours early can be split (2) before and (2) after.
	4. Each Committeeperson will have a definitely defined shift. In certain circumstances, the Union reserves the right to determine the appropriate representative for the Employee regardless of shift. The members of the Union in each such shift shall select a Committeeperson who is working in that shift to represent the Employees in that shift.
	5. Each shift will be entitled to (1) Alternate Committeeperson. The Alternate Committeeperson will only function as a Union Representative in the absence of the full time Committeeperson on the shift they are elected as an Alternate. The Alternate will function when the Committeeperson is out for a period greater than (4) hours (this also includes Union leaves). In the event the period is less than (4) hours the Shop Chairperson will serve as the Committeeperson as well as the Shop Chairperson. This is not applicable for unscheduled absences.
	6. In the absence of both the Shift and Alternate Committeepersons, the Shop Chairperson will serve as both Shop Chairperson and Shift Committeeperson for that respective shift.
	7. No Employee shall serve as a member of the bargaining committee while on an approved Leave of Absence.
	8. A listing of Committeepersons and their Alternates shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly in writing of any changes.
	9. Committeepersons, Shop Chairperson and their Alternates shall head the length of service list on their shift during their term of office for layoff, recall and Shift Preference purposes only, provided they have the ability to perform the available work.
	10. Committeepersons will have a production/skilled wage rate based upon the newly established hourly production/skilled wage establishments. Committeepersons shall establish a regular rate equal to their regular straight time hourly rate, as of the time they assumed their duties as Committeepersons.
	11. Shop Chairperson and Shift Committeepersons will be full time representatives. They will function for the purpose of adjusting grievances in accordance with the Grievance Procedure and for other legitimate representation functions.
	12. Committeepersons acting properly in their official capacity will be free from orders by supervision, which, if carried out, would impair the orderly investigation and presentation of grievances. Actions which tend to impair or weaken the Grievance Procedure, whenever they occur or in whatever manner or form, are improper.
	13. Committeepersons have a responsibility to the Union and the Employees they represent to conduct themselves in a businesslike manner and shall conform to the shop rules. The normal standard of conduct applicable to all hourly Employees shall be applied to Committeepersons.
	14. The shift starting and ending times for Committeepersons will be the starting and ending time of the majority of the Employees they represent.
	15. All Committeepersons shall ring in and out, or otherwise account for their time, in the manner required by Management. Problems regarding the administration of this provision may be referred directly to the regionally assigned International Union Representative and the Company Labor Relations Manager for resolution.
	16. Committeepersons will be offered available Overtime for the purpose of representation when there are (15) Employees or more working on Overtime in their shift or zone.
	17. Upon entering a department in the fulfillment of their duties, Committeepersons shall notify the Supervisor of that department of their presence and purpose. The Committeeperson will provide notification to the Supervisor to remove the Employee for discussion if necessary.
	18. Committeepersons having individual grievances in connection with their own work may ask for a member of the Shop Committee to assist them in adjusting the grievance with their respective Supervisors. In a case where there is an individual grievance brought by or against a Shift Committeeperson, he or she may request the regional assigned International Representative to represent them.
2. SHOP COMMITTEES
	1. The Shop Committee in the Plant covered hereby shall be made up of, the Committeeperson(s) from each shift, the Shop Chairperson, and the President of the Local Union.
	2. Committeepersons shall be governed by the local Plant rules regarding Employees entering and leaving the Plant. However, members of the Shop Committee and local Union Presidents may leave the Plant on Union business when arrangements are made as far in advance as possible with the Plant Management by the President of the Local Union, Chairperson of the Shop Committee or International Representative.
	3. The Shop Chairperson and the Local Union President in Adrian will be permitted to leave the Plant and will be paid their regular rates up to (10) hours per week Monday through Friday while they are out of the Plant in the performance of legitimate representation functions or Union business during straight time hours when they would otherwise be entitled to be in the Plant for representation purposes. They shall notify the designated Management representative or HR department when leaving and returning to the Plant during working hours.
	4. The Parties mutually agree to have a regularly scheduled weekly meeting between representatives of the Local Management and the Shop Committee, unless otherwise notified by either Party.
3. APPOINTED UNION REPRESENTATIVES

The Regional Director may appoint and or maintain (2) International Local Union Representatives to perform other legitimate Union functions and responsibilities, such as handling Employee benefits issues, Health & Safety, Accommodating Disabled People in Transition (ADAPT)/Work/Family and/or other responsibilities agreed to between the Parties. Internationally Appointed Local Union Representatives will not be a part of the Grievance Procedure or a part of the Bargaining Committee. Internationally Appointed Local Union Representatives will be employed as a full-time Union Representative during their regular scheduled working hours.

An Internationally Appointed Local Union Representative acting properly in their official capacity will be free from orders by supervision. The normal standard of conduct applicable to all hourly Employees shall be applied.

During Overtime hours, Internationally Appointed Local Union Representatives will be scheduled to perform in their appointed positions if they would otherwise have work available in their equalization group. These representatives may choose to work available Overtime on the floor at their choice and availability.

There will be no alternate appointees for these Internationally Appointed Local Union Representatives. During the absence of an Internationally Appointed Local Union Representative the Union will utilize one of their present representatives to provide coverage. This coverage will not drive Overtime.

Internationally Appointed Local Union Representatives will have the availability to apply for classification transfers providing that they have the seniority and ability to perform the job. Layoff Temporary or Permanent: Internationally Appointed Local Union Representatives will remain in the Plant regardless of their seniority providing that they can do a job that is operating.

1. PLANT CLASSIFICATIONS

The Parties agree that the below are the current classifications that exist in the facility. The Union and the Company will mutually agree on any change to existing classifications or additional classifications.

* Team Member
* Team Leader
* Job Setters – Paint, Mold, MCE
* Machine Cleaner
* Quality Auditor
* Skilled Trades – Die Makers, Electricians, Machine Repair, Millwrights, Pipefitters

1. PRODUCTION STANDARDS
2. Employment will be based on the principal of a fair day`s work for a fair day`s pay
3. Any disputes regarding this standard will be handled under the Grievance Procedure.
4. Supervisory Employees shall not be permitted to perform work on any hourly-rated job except in the following types of situations: (1) In emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations. This is intended to address true emergencies where meeting on time customer shipments is at imminent risk. This is not intended to be a habitual practice to cover daily manpower shortages. Manpower shortages are to be addressed by utilizing the contractual methods. (2) In the instruction of training Employees including demonstrating the proper method to accomplish the tasks assigned. Complaints of repeated violations will be handled by member of the Shop Committee and Human Resources representative for the Company.

The following are examples (not all-inclusive) of what this document is intended to be: quick fix, non-repetitive, utilization of light equipment i.e.: hand tools. Must be trained and certified to perform task safely and efficiently. Item not intended to include: long term fill in assignments.

1. PROVISIONAL EMPLOYEES

The Company will be allowed to carry 10% Provisional Employees (as defined below).

The Company will review with the Union bi-monthly to determine if the percentage of Provisional Employees is greater than 10%. When the number of Provisional Employees is greater than 10%, the incremental number of Employees greater than 10% will be rolled up to seniority status.

The seniority date will become the date of hire as a Provisional Employee. Employees will be hired by the longest service date as a Provisional Employee.

1. Provisional Employees:
2. Will be considered Bargaining Unit Employees.
3. Are subject to the progressive Discipline Procedure and Attendance Policy after their first (90) days.
4. Will acquire credited service.
5. Are eligible for healthcare benefits as detailed in Attachment 1.
6. Will be eligible for holiday pay the week following (90) days of calendar employment.
7. Who are granted an approved Leave of Absence by Management during their first (90) days of employment will extend their (90) day period by an equal amount.
8. Provisional Vacation Entitlement

A Provisional Employee that completes their first (90) days between the dates of January 1 and June 30 and have worked during at least (13) pay periods during the eligibility year, will be entitled to (40) hours of vacation for the remainder of that calendar year based on the Vacation Entitlement Percentage by Pay Periods Worked chart in the Vacation Entitlement Section.

A Provisional Employee that completes their first (90) days between the dates of July 1 and December 31 and have worked during at least (13) pay periods during the eligibility year, will be entitled to (20) hours of vacation for the remainder of that calendar year. A Provisional Employee may not take vacation during their first (90) days.

Provisional Employees, starting with the second calendar year of employment, will be entitled to a maximum of (40) hours paid vacation entitlement each calendar year.

1. Provisional Wages

During the term of this Agreement, all Provisional Employees will follow the following base wage schedule:

Starting base wage rate: $11.50

Effective the Monday following:

(1) Year of continuous active service: $12.00

(2) Years of continuous active service: $12.50

A Provisional Employee that becomes a Seniority Employee without a break in service, during the duration of this Agreement, will receive the following base wage progression the first Monday following the conversion:

The first Monday following the conversion: $13.00

After (1) year of continuous service as a Seniority Employee: $14.00

After (2) years of continuous service as a Seniority Employee: $15.00

1. Provisional Employee Layoff

All Provisional Employees will be reduced prior to Seniority Employees being reduced, unless the Parties agree to a voluntary layoff.

1. WAGES

Initial base wage increases of this Agreement will be implemented the Monday following written notification of ratification of this Agreement.

The Parties have established the following wage scales for each operation listed herein.

1. Team Member in Production

All Employees currently at $17.11/hour will increase to $18.00/hour

(Employees currently at a base wage rate above $17.11/hour will increase to $18.50/hour and will receive the next increase in year 3).

In January of year (2) of the Agreement: $18.50/hour

In January of year (3) of the Agreement: $19.25/hour

Any Employees currently at the rate of $12.00/hour will increase to $13.00/hour.

In January of year (2) of the Agreement: $13.50/hour

In January of year (3) of the Agreement: $15.00/hour

Any Employees currently at the rate of $13.00/hour will increase to $14.00/hour.

In January of year (2) of the Agreement: $15.00/hour

In January of year (3) of the Agreement: $16.00/hour

Any Employees currently at the rate of $14.00/hour will increase to $15.00/hour.

In January of year (2) of the Agreement: $16.00/hour

In January of year (3) of the Agreement: $17.25/hour

Any Employees currently at the rate of $15.00/hour will increase to $16.00/hour.

In January of year (2) of the Agreement: $16.50/hour

In January of year (3) of the Agreement: $17.25/hour

1. Quality Auditor

Quality Auditors will follow their production wage progression and receive an additional $1.25 per hour above their base wage rate.

1. Team Leader

Team Leaders will follow their production wage progression and receive an additional $1.25 per hour above their base wage rate.

1. Job Setters

Job Setters will follow their production wage progression and receive an additional $2.00 per hour above their base wage rate.

1. Machine Cleaners

Will have the same wages as Team Members in production and will follow the same wage progression.

1. Team Members Driving Forklift on the Dock

Will have the same wages as Team Members in production and will follow the same wage progression.

1. Skilled Trades Classification:

All Skilled Trades Employees who are currently being paid $30.00/hour or more will maintain their current wage for the life of the Agreement.

All Skilled Trades Employees who are currently being paid $28.00/hour will increase to $29.00 per hour for the life of the Agreement.

All Skilled Trades Employees who are currently being paid $24.00/hour will increase to $25.00/hour.

In January of year (2) of being a Skilled Trade Employee: $26.00/hour

In January of year (3) of being a Skilled Trade Employee: $27.00/hour

All Skilled Trades Employees who are currently being paid less than $24.00/hour will increase to $24.00/hour. All new hire Skilled Trades Employees will have a starting wage of $24.00 and will follow this progression.

In January of year (2) of being a Skilled Trade Employee: $24.50/hour

In January of year (3) of being a Skilled Trade Employee: $25.00/hour

1. Recall of Employees

Employees who are indefinitely laid off for more than (12) consecutive months and who are recalled will retain their seniority but will return at the base wage at which they were indefinitely laid off and will continue to follow the wage progression.

1. Shift Premium

Shift premiums will be paid as follows:

Employees with less than (10) years of seniority:

Second Shift Premium: $.25/hour

Third Shift Premium: $.25/hour

Employees with (10) or more years of Seniority or Employees currently receiving 5% shift premium:

Second Shift Premium: 5% of hourly rate

Third Shift Premium: 5% of hourly rate

Shift Premium implementation will go into effect the first Monday following (2) weeks after notification of ratification of this Agreement.

1. WORKING HOURS
2. Management will establish specified start and end times for all shifts based on business needs. It is understood that this may change from time to time. Any change in the established shift start and end times shall be first discussed with the Shop Committee prior to the notification to the Employees. In the event of a change in shift start and end times, the Employees will be given (72) hours notification prior to the actual change.
3. The normal work week will constitute the necessary hours to meet customer needs. The normal work week will be defined as (5) days encompassing (40) hours per week.
4. The following are examples of alternative work schedules, while not all inclusive:
* Any permanent change in the shift schedule where more than 50% of the working shift hours move from one day to another day of the week will be mutually agreed upon.
* (4) days X (10) hours
1. The Parties may develop other alternative work schedules to meet particular local requirements. Any implementation of alternative work schedules must be by mutual agreement. In the event of the implementation of an alternative work schedule, the Employees will be given (2) weeks notification prior to the actual change.
2. BREAKS AND LUNCH PERIODS

Employees will be allotted their contractual right to breaks and lunches.

1. For Employees working a scheduled straight 8.0 hour shifts:
* (20) minute paid lunch
* Two (13) minute breaks in a regular day
* (6) minutes of break time for each additional hour beyond (8) hours
1. For Employees working 10.0 scheduled hours in a shift:
* (20) minute paid lunch
* Two (13) minute breaks in a regular day
* (12) minutes of break time
* (6) minutes of break time for each additional hour beyond (10) hours
1. For Employees working 8.5 and 10.5 scheduled hours in a shift:
* (30) minute unpaid lunch
* Two (23) minute breaks in a regular day
* (6) minutes of break time for each additional hour beyond either (8.5) or (10.5) hours as applicable
1. OVERTIME

No Overtime will be payable for the first (40) hours worked each week for regular or alternative work schedules.

Overtime will be paid for any hours worked in excess of (40) hours per week, and for Saturdays once (40) hours have been worked, or work performed on Sunday.

Compensation at Time and One-Half:

* For time worked in excess of (40) hours in the Employee's work week and for Saturday once (40) hours has been worked.

Compensation at Double Time:

* For work scheduled on Sundays or holidays.

3rd shift exceptions to the compensation outlined above are:

* Sunday night start- For the purpose of Overtime, Friday night start will be considered 3rd shift’s Saturday and Saturday night start will be considered 3rd shift’s Sunday for those Employees who start their work week Sunday Night.
* Monday night start- For the purpose of Overtime, Saturday night start will be considered 3rd shift’s Saturday and Sunday night start will be considered 3rd shift’s Sunday for those Employees who start their work week Monday Night.
1. Equalization
2. An equalization list will represent an accumulation of Overtime hours worked within a department by classification and shift. The purpose of an equalization list is to ensure that individual Employees have a fair, equal opportunity for Overtime and are not disadvantaged. Equalization hours will be recorded and initialed by the Employee being asked for Overtime on a daily basis, and updated weekly. An Employee who permanently transfers into a department will not equalize until they have been assigned for (1) week to that department after the transfer.
3. Management will take into consideration any extended imbalance of weekend work in a department between the shifts while considering the efficiency of the Plant operation and customer constraints.
4. Management will maintain equalization lists by department, by classification, by shift. Team Leaders may assist in the offering of Overtime; however, the Supervisor retains responsibility.
5. Equalizations must be available for viewing on a daily basis and maintained on file for each calendar year.
6. Employees will be placed to (0) hours at the start of each calendar year and will be in order by seniority with the high seniority considered as low hours.
7. Employees will be charged only hours worked in department.
Example: If an Employee works (4) hours of Overtime, the Employee will be charged (4) hours.
8. Employees that accepted hours and then are absent will not be charged the hours.
9. Employees will continue to abide by Plan A Mandatory Overtime.
10. All Leaves of Absence greater than (2) weeks will be placed at the median of the equalization list upon return.
11. Employees that are temporarily (daily) transferred into a department and special assignments will be placed at the median of the equalization list after (40) hours.
12. Shift transfers will immediately be placed at the median of the equalization list.
13. Employees who do not have the special skills, certification or license to perform a job may be bypassed for Overtime. This provision will not be used to circumvent or delay training or certifying of any Employee and further will not be used to undermine equalization. Any concerns will be brought to the attention of Management and will be subject to the Grievance Procedure.
14. Employees will be sent home by equalization in reverse order during Overtime hours.
15. Extra work in periods of part-time operation, and Overtime, should be equalized among the Employees in the group engaged in similar work.
16. Voluntary Overtime
17. Management will offer Overtime by department, classification, by shift in accordance with the equalization list, except for holidays. Holiday Overtime will be offered by department, classification, by shift and by high seniority.

Overtime will be offered daily, weekly, or for weekends, providing the Employees are capable of performing the work, prior to supplementing with outside the group Employees.

1. Overtime will be offered from low hours to high hours based on the current equalization list. The tie breaker for Employees in a department with the same amount of hours will be seniority (this means high seniority will be offered Overtime first). Only after all hours are offered in the department will hours be offered to out of department Employees. Employees in a department for less than (1) week will be offered Overtime after the equalization list is exhausted and prior to supplementing with out of department Employees.
2. Management will exhaust (4) hours early or over prior to the offering of (16) hours (double shift).
3. Employees must immediately respond to the offer of Overtime.
4. Employees must work Overtime offered in their own department prior to supplementing into another department.
5. Employees must work all Overtime hours accepted. If no work exists Employee is subject to loan out. If the Employee is needed in their home department, the return to department procedure will be utilized.
6. Out of department lists will be utilized to supplement departments that need Employees for Overtime. Out of department Overtime will be offered in sequential order provided the Employee is capable of performing the work. These lists are not by equalization. Posting is required and will be updated monthly. There is no pay liability associated with this process.
7. Medical restrictions are handled on an individual basis. Employees should not be offered Overtime on a job, which they cannot or will not perform on straight time.
8. Employees who refuse and wish to later accept will not displace anyone that has already accepted.
9. Intentional or passive avoidance of offered available Overtime will not create a pay liability.
10. Mandatory Overtime

In order to accommodate the scheduling of Overtime in a manner compatible with changing production requirements, Management will schedule required mandatory Overtime as outlined below.

Mandated Overtime will be forced by equalization only within department, and shift with the lowest amount of hours forced first. Employees in a department for less than (1) week will be forced last after all Employees are forced by equalization.

1. Plan A Daily

1. Management can mandate up to (1) hour of daily Overtime in the home department.
2. Management will notify Employees of daily Plan A Overtime at least (1) hour prior to the end of their shift. (emergency situations will be given notification and consideration i.e., machine breakdown, customer product mix change).
3. Plan A Saturday
	1. Employees may be required to work Saturdays. Except as otherwise provided in this Agreement, an Employee who has worked (2) or more Saturdays (consecutive Saturdays may include a combination of mandated and Employee volunteered Saturdays) may decline to work the following third Saturday provided the Employee shall have notified Management in line with Management rights and the Employee has not been absent for any reason on any day during the week preceding the Saturday. For purposes of this paragraph, Saturday work shall not include hours worked on Saturday by Employees regularly scheduled to work Saturday or any portion thereof as the normal work week. Approved time off to be excused includes bereavement, jury duty, military leaves and pre-approved vacation as outlined in bullet (d).
	2. Management will notify Employees of weekend work by Thursday mid-shift (emergency situations will be given notification and consideration i.e., machine breakdown, customer product mix change).
	3. If a Plan A Saturday is cancelled after 8am on Friday, it will be considered a Saturday worked for purposes of whether an Employee can be mandated for additional Saturdays and the Employee will be charged the hours on the equalization list. The only exception to this is in the event of a schedule reduction by the customer after 8am on the Friday. Customer communication will be presented to Union leadership for validation. For the purpose of 2nd and 3rd shift, they will be notified within the first hour of their shift of the cancellation.
	4. In the event an Employee has a pre-approved vacation for the last (4) hours of Friday or (8) hours for the following Monday, the Employee cannot be mandated for that Saturday.
4. Sunday
5. Except as otherwise provided in this Agreement, Overtime work on Sundays shall be voluntary and Employees may decline to work Sunday provided that the Employee has notified Management by mid-shift on the Friday or last scheduled regular working day of the week and the Employee has not been absent for any reason on any day during the week preceding such Sunday. For purposes of this paragraph, Sunday work shall not include those hours worked on Sunday, which are part of an Employee's normal five-day work week. Holidays are excluded from this paragraph. Approved time off to be excused includes bereavement, jury duty, military leaves and pre-approved vacation as outlined in bullet (b).
6. In the event an Employee has a pre-approved vacation for the last (4) hours of Friday or (8) hours for the following Monday, the Employee cannot be mandated for that Sunday.
7. Critical Plant Designation
8. Critical Plant is defined as the Plant or parts of the Plant that are crucial to the integrated supply system of the Company and whose output is essential to meeting the scheduled production to customers and as a result must operate, in whole or in part, (7) days a week.
9. The Company may designate the Plant or part of the Plant as critical, provided however, that (15) days prior to making such designations it will inform the Regional Director of the UAW for this region, which will indicate their objections, if any, to the Plant being so designated.
10. If the Plant or part thereof that the Company designates as critical shall for a period of (60) days after it so designated be exempt from the provisions of the Agreement that limit or restrict the right of the Company to require Employees to work daily Overtime or on Saturdays or Sundays or entitle Employees to decline work at such times. After the Plant or part of the Plant has been initially designated as critical, it may thereafter extend or re-designate critical by mutual agreement between the Company and the UAW Regional Servicing Representative.
11. Temporary Customer Driven Saturday Overtime

In certain circumstances, and only where the customer schedule changes, Management may need to mandate additional consecutive Saturdays, but may do so only by way of mutual agreement. The Plant Manager and the Shop Chairperson will come to a mutual agreement for such mandated Overtime for Saturdays, for up to (2) consecutive Saturdays in addition to the contractual Plan A Saturdays. Once an agreement is reached, the Employees will be provided a notice of such agreement (5) days prior to implementation. This provision will only be utilized as a last resort and only after all of the processes outlined in the Voluntary Overtime process are exhausted. Overtime will be forced under this process by equalization. The Union will be provided with substantiation of this need from the Company.

1. Emergencies

The provisions of the Agreement that limit or restrict the right of Management to require Employees to work daily Overtime or Saturdays or Sundays shall be suspended in any Plant whose operations are interrupted by emergency situations. The Company may only designate an event as an emergency situation under the following circumstances:

* A single continuous breakdown of (4) hours or more
* Government mandated work causing a shutdown of (4) hours or more
* Power outages of (4) hours or more
* Strikes causing a shutdown of (4) hours or more
* Fire causing a shutdown of (4) hours or more
* Flood causing a shutdown of (4) hours or more
* Tornado causing a shutdown (4) hours or more
* Acts of God resulting in a shutdown of (4) hours or more

The declaration of an emergency situation will only suspend the limitations on Overtime for the amount of time necessary to make up lost production and the suspension shall only apply to departments in the direct value stream of affected departments.

For the Machine Cleaners and Skilled Trade departments, in cases of a single continuous breakdown of (4) hours or more, the limitations are only lifted for the amount of time required to repair the breakdown itself, but not more than (4) hours.

1. SHIFT PREFERENCE
2. Shift Preference Process
* All Employees may exercise Shift Preference after (4) months of employment.
* Employees desiring to change shifts will register their preference on a form provided by the Human Resources Department.
* Employees who have restrictions may not be eligible for the Shift Preference process.
* Shift Preference will be based on seniority/classification within the department.
* Shift Preference will be posted on the first and third Wednesday of every month and will be executed on the following Monday.
* Employees who are granted transfers to a preferred shift cannot make application for further shift transfer for a period of (6) months.
* An Employee reduced from their current shift/classification shall be exempt from the limitations above.
* Any Employee initiating the cancellation of an application must do so prior to the application being honored.
1. Plant Wide Shift Bump

Plant Wide Shift Bump will occur twice a year in the first week of March and September. The bump list will be posted by Wednesday of the first week of each month and the move will be executed on the following Monday.

All Seniority Employees may exercise a Plant Wide Shift Bump.

Employees desiring to utilize a Plant Wide Shift Bump will register their preference on a form provided by the Human Resource Department.

Applications must be on file (1) week prior to the posting.

Plant Wide Shift Bump will be executed solely based on seniority without consideration of department.

Any Employee initiating the cancellation of an application must do so (1) week prior to the posting.

1. Hardship Shift Preference

Management recognizes that there are special circumstances that may require a temporary change of shift. Requests for change should be made in writing to the Human Resources Department. The Human Resources Department will review these special circumstances on a case by case basis. Transfers may not exceed (30) days without a formal review and mutual agreement between Management and the Union.

The following is the basic criteria for these requests:

* Shift transfer will be made by classification and department.
* Both applicants must be capable of performing the job.
* Documentation may be required to substantiate the request.
* Both Parties must apply at the same time.
* This hardship may be exercised once a calendar year.
1. Temporary Shift Change/Training

Management reserves the right to shift Employees to a different shift for the purpose of providing training for Employees. Management will give (1) week of advance notification to Employees regarding the change in shift. The Parties agree the period will not be greater than (30) days unless the Parties mutually agree to extend.

1. New Department/Current Products

The provisions of this Agreement establishes that the Company, during the establishment of New Department/Current Products, will allow the restriction of manpower movement for up to a period of (30) days in order to create stabilization within the new department. The Company will notify the Union of such restrictions and consider their input prior to implementation. If there is a need to extend movement beyond the (30) days the local Parties will meet and must mutually agree to extend. Furthermore, the Company will follow the Overtime and or Critical Plant guidelines to meet customer business needs.

1. New Department/Product Launch

The provisions of this Agreement establishes that the Company, during the establishment of New Departments/Product Launches, will allow the restriction of manpower movement for up to a period of (120) days in order to create stabilization within the new department. The Company will notify the Union Leadership of such restrictions and consider their input prior to implementation. The Company will notify the affected Employees (1) week prior to the restrictions. If there is a need to extend movement beyond the (120) days the local Parties will meet and must mutually agree to extend. Furthermore, the Company will follow the Overtime and or Critical Plant guidelines to meet customer business needs.

1. JOB OPENINGS AND TRANSFERS

When the Company determines there is a job opening due to new business or additions to Division I skilled classifications (Job Setters, Quality Auditors, Machine Cleaners), the Company will post such job opening for (72) continuous hours. Job postings shall contain classification, department, duties, shift, and a pay increase based on the terms of this Agreement.

Job openings due to additional operations, volume increases or creating a new shift/position will exhaust the application process prior to the job being posted as detailed above. The exception to this requirement is temporary openings of less than (30) days, unless extended by mutual agreement.

New Job postings will be awarded by the second Monday after the posting has been advertised for (72) hours, or the postings will be withdrawn. Job postings will be awarded on the basis of seniority. Upon posting all notices will be dated, with time of posting and copy furnished to the Chairperson, with the exception of those jobs that require a specific qualification process.

Employees transferred to a new department will be provided verbal feedback from the Supervisor within (21) days of starting in a new department. The Supervisor will document feedback if there are concerns with job performance. The Company may thereafter disqualify an Employee for not performing the job competently but only in cases where the Employee was provided written feedback in the first (21) days.

The disqualified Employee will be given the reason for disqualification in writing. No Employee shall be disqualified after (30) days unless they cannot meet all of the requirements of the job where allowable by federal/state law (except as otherwise specifically stated in this Agreement).

If an Employee is involuntarily moved out of a department, and a subsequent opening is to be filled within the department from which they left, the Employee will retain the right to return to that department for a period of (1) year prior to utilizing applications or new hires. Employees who wish to invoke their recall rights will make their desire known by way of application, making sure that “recall” is identified on the application. Seniority will prevail amongst those with recall applications. Recall will take precedence over the application process.

Employees temporarily transferred into a new group will retain their seniority in that group, except for Employees on loan out or on Overtime.

Employees permanently transferred into a new group will retain their seniority in that group.

Employees must have (4) months of employment to apply.

Transfer will be initiated by seniority, the application must be submitted at least (1) week prior to filling the position.

Secondary openings will be filled through manpower adjustments then new hires.

Employees assigned under other provisions or special assignments may not be displaced by application movement. These Employee assignments will be based upon required skill sets and mutual agreement by both Parties with the best business case being the deciding factor.

Employees that transfer may not resubmit for (6) months.

Employees may not cancel application or assignment once the transfer notice has been posted.

All applications will be purged at the end of each calendar year.

Employees that are transferred will have all other applications removed.

Management will give notification of transfers no less than mid-week in advance of the effective date of the move. In the event of customer schedule changes Management will communicate as soon as practical these given changes.

Committeepersons and Appointed Representatives will have the ability to transfer to a skilled classification while in office however, the effect of any wage increases for the skilled classification will not be effective until the Representative is functioning full time in that skilled classification.

Any new Quality Auditors must be able to pass the Munsell color recognition test (if the test changes, Management will notify and share the change with the Union).

All qualification processes will be in effect in order to transfer into a Job Setter or Team Leader classification.

1. Manpower Moves/Reductions

Management will then reassign Employees to departments or shifts by high seniority volunteer and then force by low seniority.

1. LAYOFFS
	1. Divisions and Groups for purposes of Layoff
2. Division I

Seniority in Division I will be the following Plant-wide Non-Interchangeable and Interchangeable Groups:

1. Non-Interchangeable Group:
* Job Setters - Paint
* Job Setters - MCE
* Job Setters - Mold
* Quality Auditors
* Machine Cleaners
* Special Assignments
1. Interchangeable Group:
* Team Members
* Team Leaders
1. Division II

Seniority in Division II will be by Non-Interchangeable Groups. Each Skilled Trades classification (as identified in the Plant Classifications section) will constitute a separate Non-Interchangeable Group within Division II.

1. Temporary Layoff
2. Division I and II Temporary Layoff

Temporary Layoff is defined as a layoff of (30) calendar days or less unless extended by mutual agreement.

For purposes of Temporary Layoff in Divisions I and II, layoff will take place by the solicitation of volunteers (active high seniority) first by classification and department provided the Employee can perform the job. If no volunteers are reached, layoffs shall take place based on department, classification, and shift and by low seniority.

After the above process is followed, a Seniority Employee will have the right to displace a Provisional Employee regardless of department and shift (provided the Employee can do the job). Such displacement opportunity will be in line with Seniority. Unless specifically excepted below, there will not be a Provisional Employee working in the Plant while a Seniority Employee is out on a Temporary Layoff for which they did not volunteer.

During times when there is a Temporary Layoff and a Seniority Employee is requesting to work and not be forced to Temporary Layoff in their own department, Management will temporarily re-assign that Employee to a designated department by classification and will displace the lowest vested time Provisional Employee in the designated department to layoff status for the length of the Temporary Layoff. If there becomes a layoff in the department that the Seniority Employee is re-assigned to, then that Seniority Employee will be laid off based on seniority within that department, classification and shift.

Seniority Employees must be able to perform the job otherwise they will be laid off.

Temporary re-assignments will not take place in areas that may affect the customer, the efficiency or effectiveness of the Plant operations.

Temporary re-assignment will not be administered to areas that are in critical status or ramp up of departments for product change and/or change over, or departments that are in a stabilization situation, new product lines, etc.

For purposes of Temporary Layoff in Divisions I and II, recall will take place by high seniority within department, classification, and shift.

1. Permanent Layoff
2. Division I

Management will determine the number of Employees in Division I Interchangeable and Non-Interchangeable Groups to be permanently laid off to meet requirements.

 In a Permanent Layoff, Employees within the Division I Interchangeable Group will be reduced in line with their Plant seniority regardless of classification (The Employee with the least Plant wide seniority in the Division I Interchangeable Group will be laid off first, then the next lowest Seniority Employee, etc.).

In a Permanent Layoff in the Division I Non-Interchangeable Group, Employees will be laid off starting with the lowest Seniority Employee within their respective classifications.

 Seniority Employees in the Division I Non-Interchangeable Group that are being reduced will displace, seniority permitting, an Employee in the Division I Interchangeable Groups, prior to being permanently laid off.

For purposes of Permanent Layoff, Management may retain an Employee in the Team Leader classification for up to (2) weeks in their home department, regardless of Seniority, for purposes of training a higher Seniority Employee to function in their role.

At no time will there be a Provisional Employee working in the Plant while a Seniority Employee is permanently laid off.

Division I Recall from Permanent Layoff

If a job within the Division I Interchangeable Group becomes available at any point within the recall period, Employees from either of the Division I Groups will be recalled based on their Plant Wide Seniority.

If a job within the Division I Non-Interchangeable Group becomes available at any point during the recall period, Employees formerly within the classification within which the opening exists will return to that classification by seniority first and an Employee on layoff from within Division I will be called back in line with their seniority to fill the vacancy that was created by the move.

1. Permanent Layoff Division II

In a Permanent Layoff in the Skilled Trade’s Non-Interchangeable classifications in Division II, Skilled Trades Employees will be laid off from their respective classifications in line with their seniority.

Management will determine the number of Employees in each Skilled Trades Non-Interchangeable classification to be permanently laid off to meet requirements.

Division II Recall from Permanent Layoff

As jobs within Division II become available, Employees who are still on the Permanent Layoff will be recalled in line with their seniority within the Non-Interchangeable classification.

1. TEAM CONCEPT
2. For purposes of this section a Team Member is defined as any hourly Employee. The purpose of this language is to ensure that the Adrian Plant is efficient in everything we do, including safety, quality, preventative maintenance, and productivity. In this regard, the Parties recognize and mutually agree on the need to work together and develop new and innovative ways of conducting our business. Therefore, in order to develop our safety environment and job security, the Parties agree to empower all of our hourly Employees to utilize the criteria under this section to help secure new work and provide our people and Plant with a future. The Parties agree the Team Concept has had a positive impact on how work is performed, maintained, inspected, shipped, and how processes are implemented. The Parties reinforce their commitment to every classification and department that the Team Concept is the standard by which we will utilize our human resources and build quality products for the customer. In order to achieve this success, the Parties realize that trust and respect between Employees and Supervision is of the utmost importance in the operation of Team Concept areas. Additionally, the Parties agree to utilize the tools of the Adrian Plant Safety Review Board (PSRB), Joint Local Quality Council (JLQC), Quality Resolution Process (QRP), and Continuous Improvement Teams (CIT).

JLQC, CIT and QRP are the tools used to implement an effective process to systematically organize work elements and efficiently establish Employee motions, which support the operator, in accordance with local health and safety practices. All of these processes require that Employees are involved with identification and elimination of waste, implementing continuous improvements, and producing quality products in a safe work environment. The Parties agree that all Employees (hourly and salaried) must participate in education, and have an awareness of the JLQC, CIT and QRP process in order to develop an understanding of the concepts and learn the necessary skills and help develop and implement these processes as it applies to their work environment.

The following applies to all Team Members:

1. Safety

 The Parties agree that Safety is our CORE VALUE and is everyone’s responsibility. Any health or safety concerns noted by Team Members will be communicated and corrected in a timely manner. Team Members are empowered and will be involved in their own health and safety solutions. This includes but is not limited to, being educated where applicable, in hazard recognition, safe work practices, operator work instructions, safety contacts, and safety data sheets.

1. Product Quality

 The Parties agree quality is the lifeblood of our current/ future reputation as well as the future of the business. It is essential for Team Members to continually explore ways to improve quality. Team Members may utilize the QRP to solve any quality problems or issues that arise due to product or processes. Team Members will provide input on the selection of Employees for customer visits or quality contacts through their Supervisors.

1. Job Preference by Seniority

 Prior to the start of the regular shift, or when there is a vacancy, Team Members will have job preference by seniority in their department, to the extent that the efficiency of the operation is maintained. Team Members working on their own shift will have job preference in department prior to any Team Member from out of department or on Overtime. Once a Team Member selects their job preference they will be required to rotate in line with the rotation language below.

1. Rotation

Team Members are required to rotate within the cell or department, as applicable. Unique situations should be discussed between the Parties and mutually agreed upon. Rotation within the cells or department will be done by consensus or agreement by the majority after discussion and Team Members will determine the day’s rotation. Established rotation will encompass the concept of a “fair day’s work” and be balanced among the Team Members performing the work. Rotation by Team Members will be performed in a method so the efficiency and safety of the operation is maintained. The Team should use problem solving methods to resolve issues if they exist. If and only when a consensus or agreement by majority cannot be reached the Supervisor will determine the day’s rotation.
2. Team Meetings

 Management recognizes the benefits associated with daily and/or weekly department meetings and to that end, Team Members and Supervisors are required to attend scheduled team meetings during regular shift hours. Attendance at such meetings is mandatory. The Supervisor and Team Leader will facilitate the meeting but all Team Members are empowered to participate in the meeting discussion. The Supervisor will assume the facilitation of the meeting when the Team Leader or Alternate is not available. Team Members and Supervisors will utilize the team meeting to discuss department schedules, metrics, and concerns including but not limited to rotation, safety, quality, scrap, rework, productivity, delivery, preventative maintenance, and layered audit results.

Management will allow appropriate time to hold team meetings. Abuses or problems should be brought to the attention of the Union Shop Committee Representative who will resolve the concerns with Staff member of Management in charge of the specific operation.

1. Responsibility

An important part of Team Concept is the empowerment of Team Members to assume control (as an owner/operator via “Planned Maintenance” action strategy) in their workplace. This concept only works when each member accepts this new responsibility and works together with the Supervisor and other members to best meet the needs of the department. Decisions made in team meetings will be covered by group consensus or agreement by the majority after discussion. Once consensus or agreement by the majority has been reached, it is not optional for individuals to choose not to perform as agreed or to do something different. The decisions of the group will be the determining factor in those areas for which the team is responsible. The team responsibility is to maintain and review records of safety, quality, repairs, costs, vacation, charts and checklists (not all inclusive).
2. Manufacturing Training Process

The Company and the Union agree that training is critical to the operation of the facility and to providing quality parts to our customers while ensuring a safe, standardized work environment. In order to facilitate the aforementioned Management agrees to maintain accurate versatility charts identifying trainee, experienced and trainer levels for each operation.

Further, Management will provide training per the Manufacturing Training Procedure that will be mutually agreed upon within (30) days following ratification of this Agreement. Additionally, any revisions to this Procedure will be mutually agreed upon by both Parties, unless mandated by a Customer or a 3rd party certification registrar.

1. Workshops/Kaizen Events

 The Parties agree that workshop and Kaizen events can be beneficial to all aspects of the business. The Team Concept will be utilized as a tool to support these events and the Team Members are empowered to participate and contribute ideas and solutions to the process. Representation from each shift affected by the event will be invited and encouraged to attend.

1. Attendance

 Team Members are expected to be at work following the Agreement guidelines for attendance. Management will be responsible for addressing absenteeism if necessary, in line with the Attendance Policy. Unwarranted absenteeism places undue burden on other Team Members and could result in safety, quality, and productivity issues.

1. Loan Out Process

 At shift start, Management will loan Employees out of their assigned department by volunteers by high seniority, and then by low seniority. If a sufficient amount of volunteers are not obtained, Management will then force by low seniority.

 After shift start, Management will loan out partial or all Employees assigned to a cell or operation when there is a line breakdown or shut down in accordance with the shift start loan out as stated above. If the down cell or operation is returned to operation within that shift, the loaned Employee(s) will be returned to work on that cell or operation as needed by high seniority.

It has been mutually agreed upon by the Company and the Union that because of the necessary training and skill set of the Skilled Trades that they will not be loaned out of the Maintenance group. Additionally, Job Setter classifications will not be subject to the loan out procedure after (30) days of leaving the classification, except on a voluntary basis.

1. Manpower Reduction

The balancing of manpower between cells as needed is essential in order for the cell to operate. This movement is to be in line with local loan out provisions included in this Agreement.

Employees on straight time will be sent home by high seniority volunteer then forced by low seniority.

1. Schedules

 Team Members are required to meet production schedules per the Production Standards paragraph of this Agreement. Utilization of Overtime should only occur as a last resort. Shifts must coordinate and communicate to assist each other in order to achieve schedule attainment. The Supervisor or Team Leader will inform Team Members of the daily schedules by shift for their respective departments and will keep the department Team Members abreast of schedule changes. Management and the Union agree that all Plant Employees share in the responsibility of meeting our customer schedules.

1. Repairs and Rework

 Performing repairs and rework of product are regular job duties of all Team Members and the team is responsible for making the product from start to finish, including inspection.

1. Truck Drivers supporting Production Floor

Any Team Member holding a valid Plant license will be given the opportunity to rotate with other Team Members who have a valid license in their department. Rotation amongst licensed drivers will be done by consensus or agreement by the Team Members in department with valid licenses. The minimum time period for rotation will not be less than (2) hours. If agreement cannot be reached amongst the licensed drivers the rotation will occur daily.
2. Housekeeping and Worksite Organization

Team Members will maintain housekeeping in their department. This is part of the team’s regular job duties and Management will allow appropriate time daily to perform housekeeping.
3. Relief

The use of Employee relief for breaks should be scheduled to maximize team output.
4. Department Sign-off Process

In order to maintain consistent communication and allow Team Members input, Management and the Employees will utilize the Department Sign-off Process when there is training or major changes to a department or its operation. This Sign-off Process will not delay meeting customer needs.
5. Music Device Guidelines

It is agreed between both Parties to maintain the current Music Device Guideline dated May 23, 2014. Any revisions to this guideline will require mutual agreement.

1. Shift Preference

Shift Preference applications will be handled under the provisions of the Agreement.

1. Shift Hour Changes

Team Members will be given the opportunity to provide input on shift hour changes but Management will make the final decision based on customer needs and requirements per the Agreement.

1. TEAM LEADERS

Through mutual agreement between the Team Leader and the Supervisor, Management will provide adequate time for the Team Leaders to perform their duties in support of the Team Concept as to not affect the efficiency of the operations. It is the desire of the Local Parties that with the continued development of the Team Leaders, the teams will evolve into self-directed work groups.

It is understood that all hours worked, outside of their regular working hours (hours that would not be available to other Team Members), to perform their Team Leader duties will not be charged in the department’s equalization list.

It is mutually agreed that the Team Leader function is essential to the efficiency of the daily operation. Where the Team Leader’s normal role is to be off-line, Team Leaders will not operate within the rotation of a team unless all other options have been exhausted.

1. Team Leader responsibilities will include but are not limited to:
* Communicating Plant and team goals to the team
* Training of Employees (examples: CIT, SOT, OWIs, QRP)
* Ensuring that versatility charts are up to date and accurate
* Updating the assigned Glass Wall tracking sheets
* Leading Team meetings
* Completing Layered Audits
* Participating in Safety Observation Tours
* Communicating resolution of all Safety Incidents
* Attending department or product line JLQC meetings
* Communicating to Team Leaders on partner shifts
* Communicating (team) relief/rotation schedules
* Reviewing, updating and communicating production schedule requirements
* Calculating pieces per man-hour and assisting the Supervisor with daily sheets
* Assisting with efficiency of operations for the cell or department
* Arriving early or staying later than the regular assigned shift to assist with start-ups, pre-op checks, or shutdown duties
* Communicating job assignments
* Keeping operations functioning and developing alternative means to run the operations to meet customer needs
* Communicating department issues (downtime, quality, manpower) to the Supervisor and the Team
1. Team Leader Performing Non-Skilled Productive Type Tasks:

The utilization of our Team Leader is essential to the business when performing tasks that are considered non-skilled or productive in nature. The utilization of Team Leader to perform certain tasks that are non-skilled and are productive in nature allows us to be effective, efficient, and competitive and foremost will lead us in the direction of developing self-managed work groups. Team Leaders will not utilize tools to repair or adjust equipment or machinery, with the exception of clearing palnut jams and cleaning escapements. Any similar items that are introduced to the Plant will be reviewed by the Parties for potential exception.

Team Leaders performing such tasks must have the appropriate training (example: Lock-out and performance of the task). They are not able to perform tasks that require tear downs or repairs to equipment that are considered skilled in nature that require specialty tools or specialty skills. Team Leaders and or Alternates that are no longer functioning in that capacity will be removed from Lock Out privileges and must return their locks unless they are able to function in another classification that requires Lock Out.

1. Shift Preference

Team Leaders can only shift change with another Team Leader within the same department, provided that they have the seniority to do so.

1. Employee Transfer Process

Team Leaders are not restricted from the process.

1. Nomination and Selection Process

A Team Leader/Alternate will only be selected utilizing the process outlined in the Agreement. After selection, the Team Leader will serve a term of (6) months or more unless the Team Leader resigns, is removed, or is challenged through the nomination process for the position anytime at the expiration of the term.

The Nomination and Selection Process as identified below will be completed within (2) weeks of the Team Leader or Alternate positions being identified as a need or challenged, unless mutually agreed by the Review Committee for an extension.
2. Nomination Process

 Team Members will be given the opportunity to nominate a fellow Employee or themselves for Team Leader/ Alternate any time after the expiration of a term or when a new Team Leader/ Alternate position becomes available. A Team Member will announce their nomination at a team meeting. Nominees must accept their nomination.

 Once all nominees are recognized the names will be presented to the Review Committee consisting of (2) Local Union Officials and (2) Local Management Representatives and interviews will be scheduled.

1. Selection Process

 The Review Committee will interview each candidate from the pool of candidates covering various topics that will be mutually agreed between Management and the Union. The topics covered and the format of the questions will be exactly the same for all candidates amongst any given group of interviewees.

 After all the candidates have been interviewed, a decision will be rendered by mutual agreement of the Review Committee.

 If the Review Committee does not reach a mutual agreement on the selection, the Plant Manager will break the tie.

 Once a Team Leader is selected, Management will complete all training and certification within (30) days of the selection and the Team Leader/Alternate will be reclassified and immediately be paid as a Team Leader/ Alternate in accordance with the wage section of the Agreement.

1. Resignation from Team Leader Position

Team Leaders will have the ability to resign from their position. Prior to providing their resignation, the Team Leader will discuss their concerns with Management and a Local Union Official. If the decision is made to resign, the Team Leader must provide their resignation in writing to the Supervisor. Upon resignation of the Team Leader, the Alternate will become and start a new term as the Team Leader and assume those responsibilities within (1) month. The recently resigned Team Leader will not be allowed to reapply for (6) months from date of resignation. If the Alternate Team Leader elects to not assume the responsibilities of the Team Leader position, the Nomination and Selection Process will commence.
2. Removal of Team Leader Role

The Review Committee has the right to remove a Team Leader that is not working to the expectations of their position. Claims of this nature will be discussed with the Review Committee and if found valid will be addressed as follows:
* Step 1: 1st occurrence- Documented discussion between Supervisor and Team Leader
* Step 2: 2nd occurrence- Documented discussion with Review Committee
* Step 3: 3rd occurrence- Removal from position upon mutual agreement.

 If removed the Alternate Team Leader will assume the Team Leader position and the Review Committee will select a new Alternate based on the Nomination and Selection Process. The Alternate will become, and start a new term as the Team Leader and assume those responsibilities within (1) month. The recently removed Team Leader will not be allowed to reapply for (6) months from date of removal. If the Alternate Team Leader elects to not assume the responsibilities of the Team Leader position, the Nomination and Selection Process will commence.

1. Alternate Team Leader

Alternate Team Leaders must go through the Team Leader Nomination and Selection Process.

The Alternate Team Leader will only get paid the Team Leader increase when he/she is functioning as the Team Leader.

Management will determine when to utilize the Alternate Team Leader.
2. JOB SETTER TRAINING AND DEVELOPMENT

The Parties mutually agree that the Job Setter position is critical to the operation and that all Employees should have an equal opportunity to pursue a role in this capacity.

1. Job Setter Openings

Each and every opening for a Job Setter will be considered a “new job opening” and the process outlined in the Job Openings section of this Agreement will apply. High Seniority Employee(s) that have a 75% or above on the pre-test will proceed in to the Job Setter training program based on Management Job Setter needs.

1. Training

The Job Setter training process will consist of a pre-test, (30) day training course and post-test to identify potential candidates. Management will continue to determine the curriculum and content of the training and testing. Grading of the tests will be done jointly by Management and a member of Union Leadership. 75% is the required passing score for both the pre-test and post-test. Both Parties mutually agree to maintain the integrity and confidentiality of the testing by not distributing any content of the tests.

1. Classification/Wages

After the Job Setter opening is filled, the candidate will fall into the Job Setter wage structure the Monday following successful completion of the (30) day training program (including passing the final test).

1. Removal from Job Setter Classification

Management may only disqualify a Job Setter within (40) calendar days from the time they enter the training and development program.

Employees who are in the Job Setter training process will be provided verbal feedback from the Supervisor within (21) days of starting in a new department. The Supervisor will document feedback if there are concerns with job performance. The Company may thereafter disqualify an Employee for not performing the job competently but only in cases where the Employee was provided written feedback in the first (21) days.

The disqualified Employee will be given the reason for disqualification in writing. No Employee shall be disqualified after (40) days unless they cannot meet all of the requirements of the job where allowable by federal/state law.

1. SKILLED TRADES

To support the overall viability of the operation, many maintenance functions may be performed by Skilled Trades classified Employees. The Machine Repair, Millwright, and Pipefitter classifications will be utilized as a flexible group as a means to provide maintenance support. Die Makers and Electricians will continue to work within their existing classifications. As with every activity, safety will be the overriding principle. Skilled Trades Employees will be required to work up to their skill level, but not permitted to function in a manner that exceeds what they can safely perform.

Functionally, Skilled Trades classified Employees are expected to trouble shoot, adjust, repair, revise, replace, install, move, and make recommendations for improvement on tooling and equipment. They may be required to identify and order repair and replacement parts. Skilled Trades classified Employees are expected to elevate issues to identify resources when a higher skill level is required and to work side by side with other resources when needed in an effort to develop their skill set.

Management will determine the type and number of Skilled Trades Employees required at the facility and the work to be assigned to them.

Utilization of Skilled Trades Employees will primarily apply to core activities which directly support production operations and/or the maintenance and repair of Plant equipment/tooling/facilities and which can be performed competitively and within the required time frame. Machine Repair, Millwrights, and Pipefitters are multi-functional and will be permitted to work safely up to their skill level. Provided the efficiency of the facility would not be compromised and if the resources are available, the primary lead on the job will be from the classification in which the work is defined under.

After review and agreement by the Parties on the job descriptions for each classification, Management agrees to print and distribute the appropriate number of copies of the Skilled Trades Job Descriptions to the Skilled Trades, Shop Committee, and affected salaried workforce.

Training may be a combination of formal and informal. The training will be tailored to meet the needs of the business and each individual based on current skill sets and experience. Training may be provided by qualified salaried personnel, hourly personnel, contract personnel, equipment manufacturers, educational institutions, governmental agencies, or any other qualified/certified entities. The actual training plans will be jointly updated and developed by Maintenance Supervision, the Shop Chairperson and one Skilled Trade classified Employee (determined by mutual agreement). A training matrix will be utilized to track training for the Skilled Trades for further development of their skills. Employees will be required to sign off each individual line item completed on the training matrix.

The Parties realize the importance of a balanced workforce to maintain the efficiency of operations. To maintain this critical balance Skilled Trades will only be able to utilize the Shift Preference Process within their classification (Example: A Pipefitter can only utilize the Shift Preference Process to move another Pipefitter).

1. Verification of Skilled Trades Documentation for New Hired Skilled Trades

Management will continue to verify all documentation provided in regards to certifications and applicable work experience. The Union will be given the opportunity to verify the Journeyman/Journeywomen card status as well as documentation of years of experience. Management is ultimately responsible for the hiring of new Skilled Trades Employees.

1. Carpentry Work Assignments

The Parties agree that the current utilization of carpenter skill sets will remain as stated below. In the event of a change in the ability to accomplish these carpenter skill set tasks the Parties will reconvene to discuss what are the best options for the business case.

The Parties mutually recognize the need to continue to improve the cost effectiveness and efficiency of the Adrian Plant and its operations. The Parties also recognize that in order to continue to assist the Plant toward being more competitive under today’s market there needs to be a creativeness to utilize our manpower while still maintaining the integrity of the Agreement.

If there is a vacancy, Management will post for Carpenter work for those Employees that are presently in the Plant. Those Employees applying must have the proper documented skills prior to application. The Application Process will determine the Employee that will be utilized. Management may temporarily assign the Employee that has been chosen to perform carpenter duties that pertain to making, building or repairing wooden structures on an as needed basis. The Parties agree that minor and some previous duties (example: Painting, small repairs, etc.) do not pertain to this Carpenter Work Assignment section, but Management may choose to utilize the appropriate classification when it may be more practical and or cost effective to do so. Temporary assignments are solely Management’s responsibility while taking into consideration the scope of work to be performed, equipment, ability to perform the work, human resources needed and time constraints, etc. This provision will not be cited as a basis for back pay liability.

The Employee will be paid the proper wage rate while being utilized under this classification.

This Carpenter Work Assignment section may not be all inclusive. The Parties agree to discuss issues that may come up at a later date and take corrective action towards resolution on any unforeseen circumstances.

1. CONTEMPLATING OUTSOURCING CONTRACT NOTICE (COCN)

At times it is not practical for the Company to do the work itself, therefore the Company reserves the right to decide whether it will do particular maintenance, tool and die and engineering Skilled Trades work, or contract it out. The Union recognizes that in making such decisions the Company must consider among other issues, the efficiencies and economies involved, the need for specialized tools and equipment, special skills and the necessity of meeting production schedules, model change and Plant rearrangement deadlines. These decisions will be first formally reviewed in the COCN meetings as scheduled mutually by the Parties. Management and the Union will establish a subcontracting planning team involving the Project Initiator, the Initiator’s Department Manager, Maintenance Supervisor, Labor Relations and Union Representatives who will review forecasted work schedules, including projects and jobs which may be subject to subcontracting, in order to develop the most efficient approach to the work to be performed. In the event timing is of an urgent nature, the Parties will have discussions outside of the normal COCN meeting cadence.

In all cases, except where time and circumstances prevent it, Management will hold advance discussion with and provide advance written notice to the Shop Committeeperson(s) whose shifts include the maintenance activities, prior to letting a contract for the performance of maintenance and construction work. Management is expected to review its plans or prospects for letting a particular contract. The written notice will describe the nature, scope and approximate dates of the work to be performed and the reasons (equipment, available human resources, etc.) why Management is contemplating contracting out the work. Further, this written notice will include the type and duration of warranty work. At such times Management representatives are expected to afford the Union Representatives an opportunity to comment on Management's plans and to give appropriate weight to those comments.

With regards to the use of Skilled Trades to work awarded under the COCN process, designated trades will be made available working hours which can include necessary Overtime to complete such work while following the Overtime Procedure.

Example #1: Subcontracting type work is designated to the trade/s. That trade/s would perform that work till expected or designated completion. If Management would see the need for Overtime then the procedure for Overtime would be utilized which could also include Plan A guidelines.

Example #2: The use of contractors in the Plant does not drive a (1) for (1) use of trades in the Plant while also not driving extra Overtime unless determined otherwise by Management. However, in those instances where a skill is lacking on a repetitive repair and there is manpower available, the appropriate Skilled Trades Employee will be partnered with the contractor for training purposes. In making this determination, consideration will be given to whether the work is specialized in nature, or if there are certifications or unique equipment required which are not affordable to maintain or when the need is sporadic.

Employees of an outside contractor will not be utilized to replace Seniority Employees on production assembly or manufacturing work, maintenance, tool and die and engineering Skilled Trades work, or fabrication of tools, dies, jigs and fixtures, normally and historically performed by them.

In the case of an extended down time event or new capacity is not yet available, there may be a temporary need to outsource an operation in order to protect supply to the customer. In those situations Management must present justification to the Union for concurrence. The timeframe will be determined by mutual agreement, ensuring the customer will be protected.

The foregoing shall not affect the right of the Company to continue arrangements currently in effect in the Plant (example: supplier verification of material); nor shall it limit the fulfillment of normal warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.

It is the policy of the Company to fully utilize its Seniority Employees in maintenance Skilled Trades classifications in the performance of maintenance and construction work, as set forth.

The Company hereby assures the Union that it has no plans to change its policy and that it expects to continue its general operating policy of placing primary reliance on its own Skilled Trades Employees to perform maintenance work to the extent consistent with sound business practice, as in the past.

The Company is genuinely interested in maintaining maximum employment opportunities for its Skilled Trades Employees consistent with the needs of the Company. Therefore, in making these determinations, the Company intends always to keep the interests of Inteva personnel in mind.

Where work is normally performed within the Bargaining Unit, Employees of an outside contractor will not be permitted to have a permanent workplace on Company grounds. The foregoing shall not affect the limitation on the fulfillment of normal warranty obligations by vendors, or limit work which a vendor must perform to prove out equipment.

In no event shall any Seniority Employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the Plant premises.

1. JLG EQUIPMENT

When non-traditional work is being done by an outside contractor that is using Inteva’s JLG, the safety person will be a qualified hourly maintenance person. (exception: Asbestos removal)

When work is being performed that was awarded to an outside contractor that was performed by Inteva maintenance in the past, the operation will be afforded (1) Inteva qualified hourly maintenance Employee. (example: Cat V cable wire pulls)

The cleaning of the JLG will be the responsibility of the operator. All the Inteva safety standards to apply to contractor. State and Federal standards to apply.

1. VACATION ELIGIBILITY

The eligibility date for vacation entitlement for all Seniority Employees is December 31. Each eligibility year shall begin with the first pay period following the pay period containing December 31 of the previous year and end with the pay period in which December 31 falls.

All Seniority Employees will become eligible for vacation entitlement as hereinafter defined, provided they have been employed at least (90) days as of December 31 of the eligibility year and have worked during at least (13) pay periods during the eligibility year (reference the Vacation Entitlement Percentage by Pay Periods Worked table).

In determining the number of pay periods an Employee shall have worked in the eligibility year, the Employee shall be credited with (1) pay period for each pay period in which the Employee performs work. The work period is defined as at a minimum of (16) hours to obtain credit for (1) pay period.

For the purpose of this Section only, a pay period during which an Employee qualifies for pay for the reason of vacation, bereavement, Union leave or jury duty shall be counted as a pay period worked. A laid off Employee who receives pay for a designated holiday will receive credit for the pay period in which the holiday falls as a pay period worked.

An eligible Employee who has worked at least (26) pay periods in the eligibility year shall be entitled to the following vacation entitlement:

**Vacation Entitlement Chart by Years of Seniority:**

|  |  |
| --- | --- |
| **For an Eligible Team Member with Seniority of** | **Hours of Vacation Entitlement** |
| Less than one year | 40 |
| One but less than three years | 80 |
| Three but less than five years | 100 |
| Five but less than ten years | 120 |
| Ten but less than fifteen years | 140 |
| Fifteen or more years | 160 |

An eligible Employee shall be entitled to a percentage of vacation entitlement shown in the Vacation Entitlement Chart by Years of Seniority, based on the number of pay periods the Employee works in the eligibility year, in accordance with the following:

**Vacation Entitlement Percentage by Pay Periods Worked:**

|  |  |
| --- | --- |
| **Pay Periods Worked** | **Percentage of Vacation Entitlement** |
| 26 | 100 |
| 25 | 96 |
| 24 | 92 |
| 23 | 88 |
| 22 | 84 |
| 21 | 80 |
| 20 | 76 |
| 19 | 73 |
| 18 | 69 |
| 17 | 65 |
| 16 | 61 |
| 15 | 57 |
| 14 | 53 |
| 13 | 50 |

An eligible Employee, who, at the time of the eligibility date, has not used the entire vacation entitlement, shall receive a payment in lieu of vacation time off for the unused portion at the rate established in accordance with this section. Payment of the unused portion, if any, of the Employee’s vacation entitlement, shall be made as soon as possible but not later than February 1 of the following year.

Vacation time off payments will be calculated on the basis of the Employee’s base wage rate of pay only, as of the Employee’s last day worked prior to the approved vacation time off period for vacation with pay. Payment of the unused portion, if any, of Vacation Entitlement will be calculated on the Employee’s base wage rate of pay only, as of the last day worked.

Employees disabled from working by compensable injury or legal occupational disease shall receive credit toward pay periods worked under this Vacation Entitlement Section for pay periods they would otherwise have been scheduled to work during the period of compensable disability, provided they worked during at least (1) pay period in the eligibility year and are otherwise eligible for a vacation entitlement.

Employees who are placed on or return from a Leave of Absence for Military Service, will receive credit toward pay periods worked under this Vacation Entitlement Section for pay periods they would otherwise have been scheduled to work during the period of their Leave of Absence for Military Service and are otherwise eligible for vacation entitlement.

In the case of an Employee who has worked during at least (13) pay periods in the eligibility year and who voluntarily quits or dies prior to the eligibility date, the vacation entitlement to which the Employee would have been entitled based on the number of pay periods worked, shall be paid to the Employee or in the event of death, the Employee’s duly appointed legal representative as designated by the court.

Employees whose seniority is broken involuntarily after the effective date of this Agreement, shall receive a prorated portion of their vacation entitlement based upon their eligibility at the time their seniority is broken.

An Employee may utilize up to (8) hours of their vacation entitlement for the purpose of personal time off when necessary per year. The Employee will follow the call-in procedure to report their use of vacation entitlement for the purpose of personal time off. Anything beyond (8) hours will be determined by the Supervisor as to whether or not the Employee will be allotted the opportunity to utilize vacation time off. The day before or day after a Holiday will be considered black out days for purposes of personal time off.

In order to allow maximum vacation time-off, it will be necessary to have all Team Members assist one another in maintaining schedules and meeting customer requirements.

The Company agrees the allowance for vacation will be granted as follows:

* Departments per shift with (10) or less: (1) per department
* Departments per shift with (11) or more: 10% per department

For purposes of assessing the minimum requirements for departments of more than (10) people, percentages will be rounded up. It is up to the Supervisor’s discretion to determine whether vacation can be allowed to exceed the above allowances.

Employees will fill out a vacation request form that will be provided by the Company at least (48) hours prior to the requested vacation time off. Supervisors will provide a response to an Employee’s vacation request within (24) hours.

The Company will continue to follow the current application procedure for vacation planning annually each February.

1. HOLIDAYS

**2016**

Good Friday - Friday March 25, 2016

Memorial Day - Monday May 30, 2016

Independence Day- Monday July 4, 2016

Labor Day - Monday September 5, 2016

Election Day - Tuesday November 8, 2016

Veterans Day (Observed) - Friday November 11, 2016

Thanksgiving Day - Thursday November 24, 2016

Day after Thanksgiving - Friday November 25, 2016

Christmas Eve (Observed) - Friday December 23, 2016

Christmas Day (Observed)–Monday December 26, 2016

New Year’s Eve- (Observed) - Friday December 30, 2016

**2017**

New Year’s Day (Observed)- Monday January 2, 2017

MLK Day- Monday January 16, 2017

Good Friday- Friday April 14, 2017

Memorial Day- Monday May 29, 2017

Independence Day- Tuesday July 4, 2017

Labor Day- Monday September 4, 2017

Veterans Day (Observed)- Friday November 10, 2017

Thanksgiving Day- Thursday November 23, 2017

Day after Thanksgiving- Friday November 24, 2017

Christmas Eve (Observed)- Friday December 22, 2017

Christmas Day- Monday December 25, 2017

New Year’s Eve (Observed)- Friday December 29, 2017

 Floating Holiday - To be determined and mutually agreed upon jointly by local Parties

**2018**

New Year’s Day- Monday January 1, 2018

MLK Day- Monday January 15, 2018

Good Friday- Friday March 30, 2018

Memorial Day- Monday May 28, 2018

Independence Day- Wednesday July 4, 2018

Labor Day- Monday September 3, 2018

Election Day- Tuesday November 6, 2018

Veterans Day (Observed)- Monday November 12, 2018

Thanksgiving Day- Thursday November 22, 2018

Day after Thanksgiving- Friday November 23, 2018

Christmas Eve- Monday December 24, 2018

Christmas Day- Tuesday December 25, 2018

New Year’s Eve- Monday December 31, 2018

**2019**

New Year’s Day- Tuesday January 1, 2019

MLK Day- Monday January 21, 2019

The Parties agree should the Company win business from a customer on a different holiday schedule, the Parties would meet to adjust the holiday schedule for specific Employees assigned to the business in question, to match that customer’s needs.

1. Eligibility for Holiday Pay:
* The Employee must have a minimum of (90) days of continued employment as of the date of each specified holiday, and
* The Employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and
* The Employee must have worked the last full scheduled work day prior to and the next full scheduled work day after each specified holiday within the Employee's scheduled work week. (All contractual days off (including Leaves of Absences) will be quantified as days the Employee worked).

Employees eligible under these provisions shall receive (8) hours pay for each of the holidays specified, computed at their regular straight time hourly rate exclusive of shift premium.

Seniority Employees who have been laid off in a reduction of force, model change, Plant rearrangement, or plant inventory during the work week prior to or during the week, in which the holiday falls, shall receive pay for such holiday.

Employees who may be requested to work on a holiday and have accepted such holiday work assignment and then fail to report for and perform such work, without reasonable cause, shall not receive holiday pay under this Holidays Paragraph.

If an adequate workforce is not obtained, Employees will be forced to work by low seniority to support customer requirements in line with the Overtime paragraph.

1. LEAVES OF ABSENCE

The following are Leaves of Absence. The Company may revise these leaves only to comply with applicable federal and/or state law.

Upon the expiration of a Leave of Absence, if there is no work available for the Employee in line with their seniority, or if the Employee would otherwise have been subject to layoff according to seniority during the period of the leave, the leave’s expiration date will mark the date for determining when a break in seniority occurs.

An approved copy of any written Leave of Absence granted under the Leaves of Absence Section will be furnished to the Employee.

Employees on the following Leaves of Absence will be considered inactive for the duration of the leave starting from the date they are coded as being inactive:

* Sick Leave, Workers Compensation, Personal Leave, Extended Union Leave, Military Leave, Education Leave, Continuous FMLA.
1. Worker’s Compensation Leave of Absence

An Employee who has sustained a legal compensable injury or disease shall be granted a Leave of Absence for the full period the Employee is not working due to the compensable injury and is receiving Worker’s Compensation Benefits under a State or Federal Worker’s Compensation Law. The Employee will continue to accrue seniority for the full period of temporary disability. In the event that such disability of an Employee is determined to be permanent by the appropriate State or Federal authority, the Company shall have the right to convert the status of such Employee as of the date of such determination.

1. Sick Leave of Absence

An Employee, who is placed on a Leave of Absence due to an accident or illness and is certified by an attending physician and the disability insurance carrier, shall continue on such leave for such period of time as the Employee continues to be certified by the carrier for short term disability benefits. The Leave of Absence ends when short term disability benefits are terminated for any reason. Retroactive approvals from the disability carrier will extend the Leave of Absence. Employees should make every effort to submit extension paperwork prior to the return to work date. Employee’s seniority will accumulate during sick leave.

The following conditions apply to sick leaves:

1. At the end of a sick Leave of Absence, an Employee must provide medical documentation, acceptable to the Company, of ability to return to work.
2. Employees seeking to return from a Leave of Absence before the scheduled return date should provide the Company with not less than (4) working days’ advance notice and medical documents supporting ability to return to work. Return within the (4) working days’ period is at the option of Management.
3. Bereavement

When death occurs in an Employee's immediate family as defined below, and the Employee has seniority in any Company Plant, the Employee, on request, will be excused for (5) days, in which (3) of those will be paid and (2) will be excused normally scheduled working days (excluding Saturdays, Sundays and holidays). These days must be taken within (10) working days from the date of the death.

* Spouse
* Parent
* Step-Parent
* Child
* Step-Child
* Grandchild
* Brother
* Sister
* Step-Brother
* Half-Brother
* Step-Sister
* Half-Sister
* Grandparent
* Current Spouse’s Parent

In the case of an Employee who is granted a Leave of Absence due to the illness of an immediate family member, as above defined, and such family member dies within the first (7) calendar days of the leave, the requirement that the Employee otherwise be scheduled to work will be waived.

Employees excused from work under this paragraph shall, after making written application, and provide proof of relationship to the deceased to receive the amount of wages they would have earned by working during straight time hours on such scheduled days of work for which they are excused (excluding Saturdays, Sundays and holidays).

Other cases where Employees may be requesting time off may be approved through the vacation process by the Employee’s immediate Supervisor in advance to properly align the workforce.

1. Family and Medical Leave Act (FMLA)

Team Members shall be entitled to Family and Medical Leave in accordance with the applicable provisions of the Family and Medical Leave Act. Those Employees that have qualified for Intermittent FMLA will be required to utilize (5) days (40 hours) of vacation time to be used concurrently with their first (5) days of the intermittent FMLA time. Those Employees that have qualified for Consecutive FMLA will not be required to take vacation time concurrently with their first (5) days of consecutive FMLA time. FMLA will be coordinated and run concurrent with the disability plan with intermittent and Consecutive leaves. The Company will comply with its FMLA Policy and the FMLA in administrating FMLA Leaves of Absence. The Company will require Employees to use paid vacation and other available paid leave. Use of such paid time does not extend the FMLA leave period. Specific provisions for FMLA leave, including, reporting FMLA leaves, reinstatement rights, and other terms and conditions of FMLA leave, are addressed in the Company’s FMLA Policy.

1. Leave of Absence for Military Service

The Company complies with the Uniform Services Employment and Reemployment Rights Act (USERRA) in connection with military Leaves of Absence. Seniority will accumulate during such leave.

An Employee called for Military duty must provide a copy of the Employee’s orders within (48) hours of the Employee’s receipt of orders unless giving such notice is prevented by military necessity or is impossible or unreasonable of the circumstances.

Employees returning from Military duty must request reinstatement within (90) days.

1. Employees on Short Term Active Military Duty

Those Employees on short term active duty (30 days or less) shall be paid by the Company the wages they would otherwise have earned during straight time hours for the Company during their regularly scheduled working week. Those Employees called for public emergency would follow the previously mentioned guidelines would be limited to a maximum of (15) working days in a calendar year. Documentation required.

1. Leave of Absence for Union Activity

Leaves of Absence may be granted to Employees for Union activities and seniority shall accumulate during such leaves. Such leaves will be granted only when requests are made in writing to the Human Resource Manager in Adrian by the President of the Local Union within (48) hours’ notice on a regularly scheduled work day.

1. Expiration of Leave of Absence

If upon the expiration of a Leave of Absence there is no work available for Employees in line with their seniority, or if they would otherwise have been subject to layoff according to seniority during the period of the leave, the period which breaks seniority shall start from the date of expiration of the leave, or in the case of a Leave of Absence under any exceptions that are listed under the break seniority language contained in this Agreement, the period which breaks seniority shall start from the date such Employee would otherwise have been laid off.

1. Jury Duty

Those who report for Jury Duty, as prescribed by applicable law, or who report for pre-jury examination required by the court or administrative governmental agency, shall be paid by the Company the wages they would otherwise would have earned during straight time hours for the Company on the day on which they report for or perform on which they would have been otherwise scheduled to work for the Company. Paid days off for jury duty would coincide with their scheduled working day. Documentation required.

1. Education Leave

Employee Veterans who have acquired seniority and any other Employee with seniority of (1) or more years who desire to further their education may make application for an unpaid Leave of Absence for that purpose. One (1) continuous Leave of Absence for education will be granted for a period not to exceed (12) months provided that all criteria outlined below is met. Employees on an Educational Leave of Absence may return to work in line with their seniority before the expiration of their leave provided not less than (7) days’ notice is given to Management.

Employees must be a full time student with a minimum of (12) accredited hours each semester, applying up to (3) semesters and up to (1) year. Any Change in full time student status will require the Employee return to work the day following this change. Failure of completion would render this opportunity null and void for the life of employment. No Leave will be for less than (90) days. The Employee must provide documentation to Human Resources of class registration before each semester and class completions after each semester. Management reserves the right to approve or deny application of this leave based on the established criteria.

1. Personal Leave

Personal leaves may be granted to the Employee by Human Resources in writing for up to (30) days. Any extension to the (30) days will be reviewed for approval or denial by Human Resources on a case by case basis.

1. ATTENDANCE POLICY
2. Scope

This Attendance Policy procedure applies to all hourly Employees. For the purpose of attendance, this policy will include all scheduled hours, including Overtime. The discretion of whether or not to issue any corrective action (attendance control points) will be at the discretion of the Employee’s immediate Supervisor.

For the purposes of this paragraph only: an “absence” is defined as not being at work all shift. A “late” will be defined as not being to work on time as required (this would include straight time and Overtime opportunities). Additionally a “leave early” will be defined as leaving the Plant prior to the end of your shift (Management reserves the right to enforce shop rules if the Employee leaves the Plant without providing notification).

The definition of an “Unexcused Occurrence” is the exact date of the alleged “absence”,” late”, or “leave early” as defined below in the Unexcused Occurrence paragraphs.

1. Responsibility

Management will control all document files and enforce this process. Management will provide a copy of all attendance points issued to the Union Representative responsible for that shift.
2. Requirements

File and report documentation will be available for tracking and review for only the Employee or Union Representative that is requesting to review their attendance record.

Management will maintain an attendance report/record and provide a copy to the Shop Committee.
3. General Guidelines

An Employee may be issued control points per the guidelines below if the Employee is absent from work, leaves early, or is late to work, which also includes Overtime.

Management will review on a case by case basis bona-fide emergency situations that involve being absent or late, or leaving early for possible attendance policy violations. Documentation may be requested to substantiate the alleged attendance policy violation. Management will make a final determination whether attendance control points will be issued or not.

If for any reason, an Employee will be absent or late in excess of half of their scheduled shift, the Employee must call the designated call-in number (security) (30) minutes prior to the start of the shift (If the designated call-in number is not working, the Employee may call the Supervisor). In addition to providing their name and department number, the Employee must state their expected time and date of return. A record will be kept of the Employee’s calls as verification of their report to work.

Doctor slips or personal documents will not be accepted as an excuse for not being at work, late, or leaving early. An exception to this will be all items that fall under the “Excused” items category, which slips or documents may be required.

Control Points for occurrences can be issued in (½), (1), and or (2) point increments based on the type of occurrence as defined in this paragraph.

The attendance guidelines will be adjusted for alternative work schedules (example: 4 /10’s, 3/12’s, etc.)

Management will be given a maximum of (4) working days that all Parties are involved and are present in the Plant for the entire shift to address any absences under the Attendance Policy.

Employees on any continuous leave or extended time away from the Plant greater than (1) working week, other than discipline, will extend the removal time by equal time away from work. The only exceptions to this will be worker’s compensation leave, union leave, jury duty leave, and military leave.
4. Control Points (Occurrence/s)
5. ½ - 1 POINT Document on an unexcused occurrence contact form
6. 1 ½ - 2 POINTS Document on an unexcused occurrence contact form
7. 2 ½ - 3 POINTS Document on an unexcused occurrence contact form
8. 3 ½ - 4 ½ POINTS Document on an unexcused occurrence contact form
9. 5 - 5 ½ POINTS Discipline Interview and Final Warning- Document on an unexcused occurrence contact form
10. 6 POINTS Termination Interview - Document on an unexcused occurrence contact form
11. Unexcused Occurrence(s)
12. One half occurrence/point
13. Reporting late less than half of the scheduled shift with or without calling in prior to the start of the shift.
14. Leaving early with less than half of the scheduled shift remaining.
15. One occurrence/point
* Any Employee who reports to work late more than half of the scheduled shift.
* One (1) and/or (2) day unexcused occurrences in a row, including Overtime. (Employee must utilize the call-in procedure to report absence)
1. Two occurrence/point
* Any Employee who does not report to work and does not call in (no call – no show).
* Any Employee who fails to provide proper documentation for excused occurrences within (4) working days from the day the Employee returns to work.
1. Unexcused absence occurrence / No point
* There could be times when Management will issue an unexcused absence with no point. The Employee’s Supervisor will determine the necessity under special circumstances.
1. Excused Occurrence(s)
* Scheduled vacation
* Scheduled holidays
* Jury Duty
* Court issued Subpoena or Notice to Appear in Court during the Employees scheduled shift (copy must be provided and approved by HR)
* An approved work related claim of injury (Worker’s Compensation)
* Approved FMLA
* Leave of Absence for Union Activity (per the notification guidelines)
* Bereavement
* Approved Sick Leave of Absence
* Leave of Absence for Military Service
* Transportation accident covered by Police Report not involving illegal activities
* Outpatient / Inpatient Surgery with documentation
* Volunteer Fire Fighter/EMT call to duty causing absence or late (Employee must show reasonable proof of identity and proof of current service as a volunteer fire fighter and must provide formal documentation from Fire Chief after each call to duty)
* Act of God – to be confirmed by Management if the Plant will be operational
* National / Local Declared Emergency (Example- acts of terrorism, etc.)
1. Removing Occurrence(s)

An Employee will have the opportunity to remove ½ point/point/s (2) months from the day the last occurrence/last removal actually took place without additional point accumulation (not from the date the paperwork was issued to address the absence). Successive (2) month period will reduce the accumulation by the longest occurrence point on the Employee’s record.

1. PERFECT ATTENDANCE REWARDS

Seniority Employees who have maintained a perfect attendance by quarters (no unexcused occurrences) will receive payment based upon $100 per quarter of their perfect attendance reward in their paycheck payable by the first pay period of the following quarter.

The following Pro-Rata/Denial Guideline will be utilized:

Sick and Workers Compensation Leave:

Award for these leaves (per incident) will not be denied or pro-rated through (30) days. For Leaves after (30) days, the award will not be denied but the award will be pro-rated from the 1st day of leave till its end.

Layoff Temporary and or Permanent:

For Layoffs less than (3) weeks per quarter the award will not be denied.

For Layoffs of more than (3) weeks per quarter the award will be denied.

(Example 1: Jan. – Mar. 1st quarter Employee laid off for (4) weeks/ Employee will not receive award for quarter)

Military Leave:

Time out of the Plant by quarter while on official Military Leave will not count against an Employee. This will only apply till the end of the leave year from which the leave started. Any leave that rolls into the next year will be pro-rated against the payout by quarter. (Example 1: 2016 year Employee on leave from July – Sept. of 2016 for year 2016 this time will not deny Employee bonus nor will the time be pro-rated); (Example 2: 2016 year, Employee on leave from July 2016 through March of 2017, time during 2016 will not deny or be pro-rated against Employees but time from Jan.-Mar. 2017 will be pro-rated)

Union Leave:

Leave will not be denied or be pro-rated.

Exception- Any long term International or out of Plant appointment, all of the time spent in the assignment will be pro-rated.

FMLA:

Follow guidelines of the law.

1. SUBSTANCE ABUSE POLICY AND TESTING

Purpose

The purpose of this policy is to provide all Employees with a notice of the provisions of the Company’s Drug and Alcohol-testing Procedure. It is the intent of the Parties to maintain a drug and alcohol free working environment through the use of an Employee Drug and Alcohol-testing Procedure in compliance with federal and state laws.

1. Definitions
2. Alcohol Test

Testing for the presence of alcohol, which may include urinalysis, breathalyzer, blood, saliva, or hair tests, in accordance with applicable law or regulation.

1. Drug Test

Testing for the presence of prohibited substances, which may include urinalysis, blood, saliva, or hair tests, in accordance with applicable law or regulation.

1. Reasonable Suspicion

Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is, or has been using controlled substances or illegal drugs or alcohol outside the tolerances set forth in this process while working. Such specific circumstances would include, but are not limited to, a combination of documented observations concerning the appearance, behavior, speech, or body odors of an Employee.

1. Procedures/Rules

Employees must notify the Medical Department, Human Resources or their Supervisor of the consumption or use of non-prescribed or prescribed drugs or substances that may have an effect on the Employee’s ability to work safely.

Every Employee is prohibited from possessing, distributing, consuming or being impaired, intoxicated by or under the influence of alcohol while at work or on Company property.

Every Employee is prohibited from using, consuming, possessing, manufacturing, distributing or selling, or making arrangements for the sale or distribution of controlled or illegal substances, or having a controlled or illegal substance in his/her system at a detectable level, being under the influence of controlled or illegal substances, or misusing prescription drugs, inhalants or any other mind altering or intoxicating substances while at work or on the property of the Company or its customers, or while using Company or customer equipment.

Employees shall notify the Medical Department, Human Resources or their immediate Supervisor when required to use prescription drugs or medication that contain instructions, restrictions, or warnings indicating that use of the drug or medication may cause impairment from safely performing their duties, or that otherwise could impair the Employee’s judgment or ability to perform certain job tasks. The Employee shall advise the Supervisor of the prescribed period of use. A physician’s release may be required in the case of prescription drugs or medications described above. In certain circumstances where an Employee is using medications with warnings that indicate use of the drug may impair the Employee’s ability to safely perform job functions, the Employee may be referred to a Company-designated physician to obtain a work release.

An Employee will be tested following an accident that has caused an injury or an accident where the HR and/or Health and Safety Representative has reasonable suspicion that the Employee is under the influence of alcohol or a controlled or illegal substance.

An Employee will be subject to a drug or alcohol screen if a Supervisor has reasonable suspicions that an Employee is under the influence of alcohol or a controlled or illegal substance.

1. Voluntarily Reporting of Dependence

An Employee may voluntarily report (limited to (2) times during their employment) their drug or alcohol dependence and shall be granted a personal Leave of Absence or applicable sick leave to attend a certified drug and alcohol rehabilitation program. Such an Employee shall be subject to an initial drug or alcohol screen (30) days after returning to work and an additional (1) time drug or alcohol screen during the following (12) month period.

1. Discipline Process for a Positive Test Result
2. First positive: (10) working day layoff/suspension with no early return and in-Plant driver’s license is revoked. Recertification will be required. Such an Employee shall be subject to the following drug or alcohol screens:
* A drug or alcohol screen (30) days after returning to work
* (3) additional random drug or alcohol screens within (12) months from the date of the initial failed drug or alcohol screen
1. Second positive: Termination
2. Failure to Comply

Any Employee that refuses or fails to comply with a request to submit to a drug or alcohol screen test shall comply with the following progression:

1. First refusal for submission of testing – (30) day layoff/suspension no early return. Applicable license revoked. Recertification required. Employee to be tested upon return of layoff/suspension. And unlimited screens for (12) months.
2. Second refusal of submission of testing – Termination
3. Once-in-Lifetime Reinstatement

An Employee discharged under these provisions will be reinstated to employment on a once-in-lifetime opportunity for Employees with (1) or more years of seniority under the following conditions:

The discharged Employee enters a certified drug/alcohol (as appropriate) rehabilitation program within (30) calendar days from the date of discharge.

The Employee successfully completes the drug and/or alcohol program, and submits satisfactory evidence to the Company of this fact. This would also include documentation of completion of prescribed aftercare.

The reinstated Employee will be subject to unlimited random drug/alcohol testing for a period up to (18) consecutive months following the date of reinstatement to employment.

The opportunity for reinstatement after discharge under these provisions shall be limited to Employees that have never been previously discharged and reinstated under these provisions.

Any Employee that is discharged and caused an injury to other person(s) shall not be entitled to reinstatement under this policy.

1. DISCIPLINARY PROCEDURE

The Parties mutually agree that any discipline should be corrective in nature while following the provisions of this Agreement. Management acknowledges that in certain situations the joint counseling of Employees to correct behavior may be appropriate prior to application of the formal discipline procedure.

1. Time Limits

The Employee will be placed on notice within (6) working days from the date the Company knows or should reasonably have known of the alleged violation by the Employee. Any disciplinary action taken by the Employer to the Employee shall be initiated within (3) working days from the time in which the Employee is placed on notice unless the time frame is extended by mutual agreement in advance in writing up to a maximum of (30) days.

1. Disciplinary Process

When discipline is contemplated, the Employee will be offered a fact finding interview to allow for answering the charges involved in the situation for which such discipline is being considered before being required to leave the facility. Management reserves the right to remove the Employee from the Plant and delay the fact finding interview due to safety or security concerns.

Prior to the interview, the Employer will advise the Employee of their right to Union representation during the interview. No discipline will be issued before the Employee has had a fact finding interview.

The Union representative and the Employee will be allowed time to discuss the action before the Employee is required to leave the facility, except when Management determines there is a safety or security concern. If Management deems there is a safety or security concern, the Union will be allowed to meet with the Employee for representation outside of the Plant grounds at an agreed to location.

All disciplinary notices shall state why the notice was issued with a copy furnished to the Employee and Union at the time of issuance.

For progressive discipline under the corrective action steps as outlined in this Section, (but not for determining whether an infraction is serious enough to warrant immediate suspension), the Employer will not take into account any prior infractions which occurred more than (12) months previously. When (12) active months elapse on a given discipline, the Employee’s record will be cleared of that infraction. The longest infraction on the Employee’s record will then be removed. Leaves will extend the time to remove a given discipline from the Employee’s record.

Should the Supervisor deem disciplinary action warranted, the Employer will apply the following corrective action steps when taking disciplinary action for misconduct, which the Employer determines is not so serious as to warrant immediate suspension:

* Step 1: Documented Verbal Warning
* Step 2: Written reprimand
* Step 3: Second written reprimand
* Step 4: 3 Working Day Disciplinary Layoff
* Step 5: 5 Working Day Disciplinary Layoff
* Step 6: 14 Calendar Day Disciplinary Layoff
* Step 7: Termination
1. Cooling Off Period

Contemplated discipline should be discussed in a calm manner allowing for an objective evaluation of the facts. In those situations where emotions preclude this from happening, the Parties agree that as a matter of practice and when possible such discussions should be postponed until such time that, in the opinion of Management or the Union, a constructive exchange of information could occur.

The Parties recognize the cooling off period would be unfitting for certain misconduct actions that arise such as safety or security concerns.

1. GRIEVANCE PROCEDURE

The Union and the Company acknowledge the necessity for ensuring prompt, fair and final resolution of Employee grievances. The Parties also recognize that the maintenance of a stable, effective and dependable Grievance Procedure is necessary to implement the foregoing principle to which they both subscribe.

1. Definition of Grievance

A grievance is defined as any dispute arising as to the interpretation or application of a provision of this Agreement or involving an alleged violation of a provision of this Agreement, between the Company and an Employee or Employees covered by this Agreement or between the Company and the Union.

1. Time Limits

Grievances will be submitted within (9) working days from the date the Union knows or should reasonably have known of the alleged violation unless the time frame is extended by mutual agreement in advance in writing up to a maximum of (30) days.

Any claims, including claims for back wages, by an Employee covered by this Agreement, or by the Union, against the Company, shall be valid for a period of (12) months prior to the date the grievance was first filed in writing or to the date of the original violation, whichever is shorter; except that in cases based on a violation which is continuing, if the circumstances of the case make it unforeseen for the Employee, or for the Union, as the case may be, to know that he/she, or the Union, had grounds for such a claim prior to that date, the claim shall be limited retroactively to a period of (24) months prior to the date the claim was first filed in writing.

1. Concern Resolution/Grievance Process

Any Employee having a concern or grievance, or one designated member of a group having a concern or grievance, will state the concern or grievance to their Supervisor. The Supervisor will attempt to settle the concern verbally with the Employee.

If agreement is not reached, the following procedure shall apply:

Step 1:

If the Employee is not satisfied with the Supervisor's answer, and the Committeeperson is not present, the Supervisor will call the Committeeperson without further discussion. If the Employee so desires he/she may call for his/her Committeeperson to be present during the discussion of the concern or grievance. The Committeeperson and the aggrieved Employee shall have an opportunity to discuss the concern/grievance without the presence of the Supervisor.

Step 2:

The Employee(s) and the Committeeperson will reduce the grievance to writing on forms provided by the Company. The grievance will then be submitted to the General Supervisor or Department Manager. The General Supervisor or the Department Manager will review the grievance with the Supervisor involved who will then be responsible for providing a written answer to the grievance within (3) working days from the date the grievance was issued. If the grievance is not satisfactorily settled in the second step, the Committeeperson may appeal the decision to the next step.

Step 3:

Within (3) working days from the Supervisor’s written answer at Step Two, the grievance will be discussed by the Labor Relations Representative and the Committeeperson involved. The Labor Relations Representative will answer the grievance in writing within (5) working days. If the grievance is not satisfactorily settled in the third step, the Committeeperson may appeal the decision to the next step.

Step 4:

Within (3) working days from the Labor Relations Representative’s written answer at Step Three, the grievance will be discussed by the Plant Manager, Labor Representative, the Shop Chairperson and the Committeeperson. The Plant Manager will answer the grievance in writing within (5) working days.

If the grievance is not satisfactorily settled in Step 4, the Shop Chairperson will give the Plant Manager a written “Notice of Unadjusted Grievance”.

The Shop Chairperson and the Plant Manager will complete independent appeals setting forth all facts and circumstances and where an alleged violation is included in the grievance, a statement of the facts and circumstances supporting each Parties’ position.

An exchange of appeals shall take place within (10) working days after the “Notice of Unadjusted Grievance” is issued unless this time is extended by mutual agreement in writing. (3) copies of the Union’s appeal will be exchanged with Management for (3) copies of Management’s appeal.

The Shop Chairperson shall assign a tracking number for each appeal.

The Shop Chairperson shall then forward copies of the statements of appeals to the UAW International Staff Representative. The Plant Manager shall then forward copies of the statements of appeals to the Corporate Labor Relations Manager.

Step 5:

The UAW International Staff Representative will meet to review the grievance with the Corporate Labor Relations Manager to attempt to reach resolution. This meeting will take place within (15) working days from the time the grievance is received, unless extended by mutual agreement.

If deemed necessary by the Corporate Labor Relations Manager or the UAW International Staff Representative, a meeting shall be convened with the Shop Chairperson and the Plant Manager to discuss and attempt to reach a settlement of the grievance.

The Union and the Company mutually agree that should more information or investigation be deemed necessary by either Party the grievance may be submitted back to Step 4 of this Grievance Procedure.

If the grievance is not satisfactorily settled in this step, the Corporate Labor Relations Manager will answer the grievance in writing, (1) copy to the Chairperson and (1) copy to the UAW International Staff Representative, within (10) working days from the time of the meeting.

Step 6:

In the event that the grievance has not been satisfactorily settled in the preceding steps, the matter may then be appealed to an impartial Arbitrator. Written notice of intent to appeal shall be served upon the Employer by the Union within (45) calendar days from the date of receipt of the decision rendered in Step 5, as appropriate. The International Union shall, within (20) working days from notification to the Employer, by written notice, appeal the grievance to binding arbitration through the American Arbitration Association pursuant to their regulations.

The authority of the Arbitrator is subject to the following limitations:

The Arbitrator shall have no power to add to, subtract from, change or modify any provision of the Agreement. He/She is authorized to only interpret a specific provision(s) of this Agreement and apply it to the specific facts of the grievance that is subject to arbitration. Notwithstanding the foregoing, the decision of an Impartial Arbitrator on any grievance shall continue to be final and binding on the Union and its members, the Employee(s) involved and the Employer and such grievance shall not be subject to reinstatement.

The Arbitrator shall not be empowered to rule on Skill Trades sub-contracting issues, unless the Parties have specifically agreed in writing to submit the dispute to an Arbitrator.

The Arbitrator shall have no power to establish any wage rate, job classification or production standard or arbitrate safety and health matters.

1. Administrative Rules

The Union reserves the right to withdraw any grievance at any step of the Grievance Procedure.

When a grievance has been settled at any step in the Grievance Procedure or thereafter, such settlement shall be reduced to writing by the Employer, in words agreeable to both Parties and signed jointly by the Committeeperson and the Employer, and a copy given to the UAW Shop Chairperson.

1. Special Circumstances

The Chairperson shall have the right to institute policy grievances. Any such policy grievance or grievances that involve Employees in more than (1) department may be entered at Step 4 of the Grievance Procedure.

Grievances dealing with discharge shall be submitted by a member of the Shop Committee within (5) working days but can be extended to (10) days by mutual agreement in writing. Such grievance will be submitted to the third step of the Grievance Procedure.

Prior to sending a grievance to Arbitration, either Party may initiate dialogue between the Union and the Company to discuss utilizing Mediation to help reach a resolution to the grievance. If an agreement is reached to utilize Mediation to assist in finding a resolution to the grievance, it will be done by mutual agreement in writing.

If either Party believes that the provisions of this Agreement are being administered in a manner inconsistent with orderly collective bargaining relations as a result of repeat violations, the circumstances will be discussed between the designated representative of Local Management and the Shop Chairperson in an effort to resolve the problem. If the problem is not resolved in a timely manner that is satisfactory, a grievance may be filed under the Grievance Procedure at Step 2 directly with the General Supervisor or Department Manager.

1. Reinstatement of Grievances

During the current negotiations, the Parties acknowledged the desirability of ensuring prompt, fair and final resolution of Employee grievances. The Parties also recognized that the maintenance of a stable, effective and dependable Grievance Procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the Parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the Grievance Procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the International Union, UAW, by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union Representative involved due to a misapplication of the law or material misrepresentations by the Company or Employee, the International Union may inform the Company’s Labor Relations Staff in writing that such grievance is reinstated in the Grievance Procedure at the step at which the original disposition of the grievance occurred. Such reinstatement must occur within (6) months of the grievance’s original disposition. It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, covering the period between the time of the original disposition and the time of the reinstatement as provided herein.

It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the Employee or Employees involved that neither the Union nor the Employee will thereafter pursue any claim for damages as a result of the initial settlement, withdrawal, or subsequent resolution against the Union or Company in the Grievance Procedure, or in any court or before any Federal, State, or municipal agency. Notwithstanding the foregoing, a decision of an Arbitrator or any other Arbitrator on any grievance shall continue to be final and binding on the Union and its members, the Employee or Employees involved and the Company and such grievance shall not be subject to reinstatement. This letter is not to be construed as modifying in any way either the rights or obligations of the Parties under the terms of the Agreement, except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any decisions by an Arbitrator or other grievance resolutions. It is understood this letter and the Parties’ obligations to reinstate grievances as provided herein can be terminated by either Party upon (30) days’ notice in writing to the other.

1. GRIEVANCE SETTLEMENTS/PAY VIOLATIONS PAYMENTS

Management will make applicable payments on grievance settlements and/or pay violations within (2) pay periods immediately following the date of settlement or pay violation.

1. CALL-IN PAY
2. Regular Established Shift Hours Call-In Pay

Any Employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of (2) hours pay. If there is no work and the Employee volunteers to go home, Call-In Pay will not be applicable and the Employee will only be paid for the time worked.

1. Overtime Shift Call-In Pay

Any Employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of (4) hours pay. If there is no work or less than (4) hours of work Management may assign other duties. If the Employee volunteers to go home, Call-In Pay will not be applicable and the Employee will only be paid for the time worked.

1. PAYROLL CORRECTION PROCESS

The Parties are in agreement on the following procedure for correcting pay shortages of (4) pay hours or more due to Management error, will apply:

* In the event of a pay shortage, the Employee must report the shortage to his/her direct Supervisor prior to mid-shift.
* A check will be prepared during normal business working days within (24) hours of receipt of a report of a pay shortage, excluding holidays and weekends.
* In the event of a pay overage, the Company will be allowed to make all monetary corrections per Michigan law.
1. EMPLOYEE PAY DAY

Employees will be paid on a weekly basis by the Company. Employees will receive their paychecks every week no later than Thursday. Payday will be delayed until Friday when a Holiday falls on a Monday. This does not apply to delays caused by the Employee’s financial institution.

1. EMPLOYMENT APPLICATIONS

False or misleading statements on applications for employment shall not be considered grounds for disciplinary action under this Agreement, against the Employee, after (6) months from the date of his/her employment. Referrals will be used as one of the methods to recruit qualified candidates for hourly positions.

1. UNION BULLETIN BOARDS

The Company agrees to provide bulletin boards for posting of communications by the Union. The Company and the Union shall mutually agree upon the location of the bulletin boards. Should the Plant expand beyond current site, the Company and the Union will resolve necessary additional bulletin board space. Notices which may be posted by the Union include:

* Notices of Union Meetings, notices of Union Elections and results thereof
* Notices of Union recreational and social affairs
* Notices concerning Worker’s Compensation
* Unemployment Compensation, Veteran’s Rights and notices of similar bona fide Union activities

The Union will promptly remove from such Union bulletin boards, immediately at the time of request by Management, any material, which is libelous, scrupulous, or detrimental to the labor-management relationship.

There shall be no other posting by Employees, of pamphlets, advertising or political matter, notices, or any kind of literature upon Company property other than as herein provided.

1. UNION VOTING PRACTICES

Union voting will be allowed inside the Plant during non-working time provided written notification of such vote is given at least (2) weeks in advance. No Employee will be permitted to vote during paid working hours on their shift. Abuse to this policy, will result in removal of rights to vote on Plant grounds.

Union voting will be allowed in the Plant in accordance with the following Management guidelines:

The solicitation of support will be allowed on breaks, lunches, and all other non-working time. Campaign literature may be distributed only in established break areas and may be posted on Union Bulletin Boards.

1. UNION WORK CENTER

The Employer will provide a work center for the Committeepersons and Union offices for the Shop Chairperson, the Local President, the Union Benefit Representative, and the Union Health and Safety Representative for Union business. The Employer and the Union will mutually agree upon a suitable location for a work center for Union business, which will include a computer, printer, fax, paper, desk, filing cabinets, chairs, and a telephone. All of the mentioned items will be provided by the Company.

The work center will be monitored by the Human Resources Department and the Parties are in agreement that it will be used for contract administration and representation purposes. The Employer will ensure appropriate maintenance of the Union Work Center.

Non-duplicating keys or magnetic keys will be issued to members of the Committee, and the Union Work Center will be locked to prohibit entry by unauthorized persons when not occupied.

1. EMPLOYEE CLOTHING DAMAGE POLICY

Management agrees to maintain the policy to reimburse Employees for damage to clothing caused by work situations that are out of the Employee’s control (ordinary wear and tear during regular job assignments will not result in claims).

1. HAND TOOLS EXCHANGE POLICY

Any Employee may request a personal tool be replaced due to damage or wear on a (1) for (1) exchange basis. Once the request is made, Management will replace the tool of equivalent quality and value.

1. UNIFORMS

The Company will provide access for direct payroll deductions for Job Setters, Machine Cleaners and Skilled Trades Employees who choose to utilize the Company’s current system for the uniform program. The Company will set up this new process within (60) days from ratification of this Agreement.

1. ALL EMPLOYEE COMMUNICATION MEETING

The Company will conduct quarterly All Employee Communication Meetings at a time mutually agreed to by the Parties. The meetings will serve to inform the Employees on issues including but not limited to safety, quality, production, efficiency, scrap, schedules and business plans. The Union Leadership will be involved with the presentations for these meetings.

1. KEY 4 MEETING

The Key 4 will be made up of the Shop Chairperson, the UAW Local President, the Labor Relations Representative and the Plant Manager. The intent of this group is to meet as necessary to discuss any unresolved issues and the state of the business. It is also understood that this group will be utilized to make larger scale decisions that would affect the entire Plant.

1. LOCKERS

Management will provide an adequate number of lockers in the Plant and the Parties will continue to jointly evaluate the facility’s needs on an ongoing basis. Management agrees to maintain and keep all of the lockers available and in operating condition. Management agrees that items in a locker which contains a lock will be considered personal property of the Employee and they will not access the locker under any circumstances unless there is reasonable suspicion to open the locker. There will be a Management and Union official present when opening a locker.

1. ISP BALANCE

Management agrees that within (90) days following the written notification of ratification of this Agreement, the Company will pay out the remaining balance of the ISP accounts for those Employees who still have a balance.

1. PERFORMANCE RECOGNITION AWARD

Each Employee who was employed on February 16, 2016, will receive a One-Time Performance Recognition Award in the gross amount of $750 (subject to deductions for tax withholding). This award will be made on a one-time basis, without precedent, and will be paid no later than the first payroll date after March 1, 2016.

1. OTHER GENERAL PROVISIONS

No provision of this Agreement shall be retroactive prior to the date hereof unless otherwise specifically stated herein.

1. TERMINATION/DURATION
2. No provision of this Agreement shall be retroactive prior to the date hereof unless otherwise specifically stated herein.
3. This Agreement shall continue in full force and effect without change until 11:59P.M. (Adrian Time), February 8, 2019. If either Party desires to terminate, modify, alter, renegotiate, change, or amend this Agreement, it shall give written notice of its desire to do so to the other Party by certified mail (60) days prior to February 8, 2019 given written notice of the termination. If neither Party shall give notice to terminate modify, alter, renegotiate, change, or amend this Agreement as provided above, or to modify this Agreement as hereinafter provided, the Agreement shall continue in effect from year to year after February 8, 2019, subject to termination by either Party on (60) days' written notice prior to February 8 of any subsequent year.
4. The Parties have provided a Benefits Plan as defined in this Agreement. In the event issues arise from the benefit plan, theimpartial Arbitrator shall have the jurisdiction and authority to make a determination on differences and disputes overall eligibility and entitlements to benefits in accordance with the provisions set forth in the benefits plan documents and shall not have jurisdiction or authority to add to, detract from, or alter in any way, those provisions.
5. WAIVER

The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement.

This Agreement shall supersede the Collective Bargaining Agreement entered on December 9, 2011 including all agreements, appendices, letters, exhibits, memoranda and written and oral understandings associated therewith.

Unless specifically incorporated in this Agreement, provisions of any supplemental agreements, benefit agreements, and any other local agreements, understandings, documents, settlements, letters, exhibits, memoranda or appendices, whether written or unwritten, shall not apply.

Partial Invalidity of Agreement - Should the Parties hereafter agree, or should a court of competent jurisdiction determine, that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, the remainder of the Agreement shall remain in force, and the Parties may agree upon a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement of the Parties, without the need for further ratification by the Union membership, and shall remain in effect for the duration of this Agreement.

1. SEVERABILITY

In the event that any of the provisions of this Agreement or of any local agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.