

LOCAL AGREEMENTS
and
STATEMENTS

between
NEXTEER AUTOMOTIVE
SAGINAW SITE

UAW LOCAL 699



DATE: May 24, 2021



TABLE OF CONTENTS

AGREEMENT	1
SHOP & SAFETY RULES	3
NEXTEER PRODUCTION SYSTEM.....	9
ARTICLE 1 – RECOGNITION	13
ARTICLE 2 – EEO & RIGHT TO WORK.....	15
ARTICLE 3 – VOLUNTARY PAYROLL DEDUCTION.....	19
ARTICLE 4 – UNION REPRESENTATION.....	21
ARTICLE 5 – MANAGEMENT RIGHTS	29
ARTICLE 6 – GRIEVANCE PROCEDURE	33
ARTICLE 7 – DISCIPLINE, SUSPENSION & DISCHARGE	41
ARTICLE 8 – SENIORITY, LAYOFF & RECALL.....	45
ARTICLE 9 – LEAVE OF ABSENCE.....	65
ARTICLE 10 – BARGAINING UNIT WORK	73
ARTICLE 11 – HOURS OF WORK.....	75
ARTICLE 12 – SAFETY & HEALTH	89
ARTICLE 13 – CRITICAL PLANT STATUS.....	113
ARTICLE 14 – CLASSIFICATIONS	115
ARTICLE 15 – HOLIDAYS.....	141
ARTICLE 16 – VACATIONS.....	147
ARTICLE 17 – BENEFITS.....	153
ARTICLE 18 – NO STRIKES OR LOCKOUTS.....	161
ARTICLE 19 – COMPLETE AGREEMENT	163
ARTICLE 20 – M.O.U. LISTING.....	165
ARTICLE 21 – SEVERABILITY	167
ARTICLE 22 – DURATION AND TERMINATION.....	169
ARTICLE 23 – PAY SYSTEMS & PROCEDURES.....	171
ARTICLE 24 – ATTENDANCE PROCEDURE.....	177
ARTICLE 25 – GENERAL PROVISIONS	183
ARTICLE 26 – FACILITY AND MAINTENANCE.....	191
ARTICLE 27 – RELIEF TIME	195
ARTICLE 28 – OUTSOURCING.....	199
FUTURE WORK AND NEW TECHNOLOGIES.....	201
ARTICLE 30 – TUITION ASSISTANCE REIMBURSEMENT PROCESS.....	203

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SAGINAW SITE

UAW LOCAL 699



DATE: May 24, 2021



The undersigned Parties hereto each as the duly authorized officials and representatives hereby accept this Contract Settlement Agreement and the terms and conditions thereof.

United Automobile and Agriculture
Implement Workers of America.

UAW Local 699

Jason Tuck

Christine Rosser

Ramiro DeLaCruz

Jeremy Ward

Hassan Banks

INTERNATIONAL UNION

Steve Dawes

Scott Henry

Nexteer Automotive Corporation
Saginaw, Michigan.

Corporation

Bernie Berrigan

Tim Haley

Janelle Delav

Denny Getgood


Mark Cavannaugh

Connie Lafferty

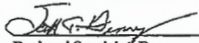
Savana West

Arianna King

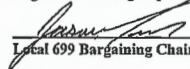
UAW Signatories



Regional Director



Regional Servicing Representative

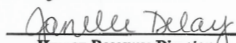


Local 699 Bargaining Chairman

Nexteer Signatories



Chief Operations Officer



Human Resource Director

AGREEMENT

Nexteer and the UAW believe that employees are our most important asset, with Safety being our overriding priority. We are committed to a respectful and collaborative relationship that strives towards operational excellence and perfect quality, with a focus on our customers, continuous improvement, and relentless innovation. We aim to work with integrity and accountability to increase our competitiveness in the global marketplace. This Collective Bargaining Agreement (“Agreement”) is made and entered into this 24th day of May 2021, between NEXTEER AUTOMOTIVE CORPORATION, a Delaware corporation (the “Company”) and the UNITED AUTOMOBILE, AEROSPACE and AGRICULTURAL IMPLEMENT WORKERS OF AMERICA – UAW AND ITS LOCAL 699 (the “Union”).

ISSUES ARE RESOLVED AS FOLLOWS:

1. This agreement resolves all issues and disputes which were the subject of negotiations in the current contract negotiations. Resolution of all matters subject to these negotiations has been concluded based upon current conditions and circumstances.
2. This agreement is subject to written notice of ratification by Local 699 within fourteen (14) calendar days of the date of this agreement.
3. The effective date of this Agreement will be the day following the date on which the company received written notice of ratification from the Local Union and shall remain in effect until it expires at 11:59 pm on March 20, 2026.
4. No provision of this agreement shall be superseded or changed other than by written agreement between the Company and the Union.
5. This Agreement supersedes any and all previous agreements and understandings between the parties unless specifically reinstated during these negotiations.
6. Following ratification of this agreement, the Union will coordinate with the Company’s Human Resources Staff and appropriate representatives of the UAW, the development of a Joint training program which will address the agreement and related understandings to any and all employees. A training session will be piloted as soon as practical following program development, in any event the execution of the Joint training program will take place within 180 days from Ratification, participation in the training will include plant/division/operations managers and supervisors whose responsibilities

include agreement administration, elected and appointed union representatives and Human Resources personnel, Participants in the training program will be designated by the Company's Human Resources staff and the UAW Local 699 Bargaining Committee.

7. The parties agree that publication costs related to contract ratification brochures/handouts and the final documentation of the collective bargaining agreement will be covered by the Company. These printed items will be of sufficient number for the Saginaw Site (Initially 3,500 in addition to 250 spiral bound copies of the final contract. Should more copies be needed at a later date the union will notify the company).
In addition, the company will post the contract electronically on the plant kiosks.
8. The Company will provide bulletin boards in each Saginaw Site plant which may be used by the Union for posting of lawful notices relating to official Union business. The number and location of such boards will be discussed and approved by plant management.

SHOP RULES AND PROCEDURES

Section 1.

Information regarding working hours, safety, company policies and other matters relating to your employment is posted on the bulletin board from time to time for your guidance. Make a practice of reading the notices on the board. A posted statement is deemed a sufficient notice of policy, rules, regulations, hours, etc.

Reporting absences: Group leaders must be notified in advance when an employee expects to be away from work. When absence is unexpected, Plant management must be notified within 1 hour of the start of the shift, if possible. Provisions have been made to receive reports twenty-four (24) hours a day, seven days a week.

Nexteer employees will be provided, upon proper processing, an original and up to two (2) replacements for lost access cards at no cost to the employee. Management will continue its practice of replacing damaged/worn badges at no cost to the employee. Additional badges beyond those noted above will be subject to the appropriate charge.

A package pass must be secured from the group leader to remove any personal property except lunch boxes and clothing belonging to an employee. No company property may be removed from the premises without permission of management. Authorized removal of such property also must be accompanied by a shipping ticket authorization made out by the shipping department. Packages, clothing and lunch boxes may be inspected by the security officer at the gate.

Demographic Changes:

Employees shall notify the company via the self-service app or kiosk, within fifteen (15) calendar days after the change of any updates in employee's name, address, telephone number, and complete any additional forms required to keep the plant and/or personnel records up to date provided by the Human Resources Department.

To ensure appropriate eligibility for Nexteer benefits and any associated benefit incentives, the Employee must notify and provide appropriate supporting documentation to Nexteer's third party administrator within thirty (30) calendar days of a qualified Life Status Event (LSE) date regarding a change in marital status or dependents. A qualified LSE includes, but is not limited to marriage, divorce, legal separation, separation maintenance agreement, death, birth, adoption, and legal

guardianship. See Benefits Section for further clarification of an LSE.

Paychecks for absent employees: Final paychecks cannot be issued until company property is returned and a clearance issued. Badges, tools, goggles, etc., are company property.

Section 2: Shop and Safety Rules

The purpose of these rules and regulations is not to restrict the rights of anyone, but to define them and to protect the rights of all and to insure cooperation.

A. Shop Rules

Violation of any of the following Shop Rules will be sufficient grounds for disciplinary action ranging from reprimand to immediate discharge, depending upon the seriousness of the offense in the judgment of Management.

1. Misuse or unauthorized use of manufacturing processes and/or protected trade secrets.
2. Theft or misappropriation of property of employees or of the Company.
3. Sabotage or deliberate destruction of any property belonging to the Company, its employees, its suppliers or its customers.
4. Careless use, misuse or abuse of any tools, equipment, materials, products or other property, owned by other employees or by the Company or in the Company's custody.
5. Falsification of personnel or other records.
6. Failure to ring your own timecard, ringing a card other than your own, or permitting your card to be rung by another.
7. Improperly using another employee's identification badge or other Company passes, papers or properties entrusted to that employee, or permitting improper use of your identification badge or other Company passes, papers or properties entrusted to you.
8. Failure to show your badge upon request of Management or Security.
9. Assaulting, threatening, intimidating, coercing or interfering with supervision.
10. Assaulting, threatening, intimidating, coercing or interfering with employees.
11. Possession of weapons on Company premises at any time.

12. The making or publishing of malicious statements concerning any employee, the Company or its products.
13. Abusive language to Supervision or other employees.
14. Fighting on the premises at any time.
15. Immoral conduct or indecency.
16. Horseplay, scuffling, running or throwing things.
17. Shoving, jostling, or breaking into any line formed at the time clock or for the procurement of any article.
18. Interfering with job performance of fellow employees.
19. Gambling, lottery or any other game of chance (or the possession of gambling paraphernalia) on Company premises at any time.
20. Possession or drinking of liquor or any alcoholic beverage on Company property or while on job assignment. Reporting to work under the influence of alcohol, or when suffering from alcoholic hangover or in any unsafe condition.
21. Operation of machines, tools, or equipment to which you have not been specifically assigned by an advisor.
22. Failure or refusal to follow the instructions of supervision or to do your job assignment. (Do your work assignment and follow instructions; any complaint may be taken up later through your group leader.)
23. Making scrap unnecessarily; faulty or careless workmanship.
24. Restricting output.
25. Absence from work or reporting late for work without reasonable cause.
26. Absent without reporting.
27. Failure to start work on time. Stopping work or making preparations to leave work (such as washing up or changing clothes) before lunch period or authorized quitting time.
28. Leaving work assignment or plant during working hours without permission or failure to return to work after lunch period without permission.
29. Wasting time or loitering on Company property during work time.
30. Smoking in unauthorized areas.
31. Unauthorized soliciting or collecting contributions for any purpose whatsoever during working time.
32. Selling or distributing merchandise on Company time.
33. Unauthorized distribution of literature, written or printed matter of any description in working areas on Company premises during working time.
34. Posting, mutilating, disfiguring or removal of notices, signs, or writing in any form on bulletin boards or Company property at

any time without specific approval of Management.

35. Littering or contributing to poor housekeeping, unsanitary, or unsafe conditions, on plant premises.
36. Disregard of safety rules or common safety practices.
37. Repeated violations of plant or safety rules.
38. Use, possession, distribution, sale or offering for sale, of narcotics or dangerous drugs including marijuana or any hallucinogenic agents, on Company property at any time. Reporting for work under the influence of narcotics or dangerous drugs.

B. Safety Rules

1. In the event of an emergency, or accident involving injury, notify your group leader as soon as possible and report to the Medical Department.
2. The wearing of wristwatches, jewelry, necklaces, neckties, or long sleeves is prohibited while working on revolving spindle operations, or on any other operation where doing so may constitute a hazard.
3. Finger rings will not be worn at any time by employees whose normal and regular work assignment is in the manufacturing area. Other employees will not wear finger rings while handling material or equipment or operating machinery or equipment.
4. Smoking is not permitted in any of the plants.
5. Safety eye protection (certified industrial lenses and frames) must be worn on all Company property except in locker rooms, offices, and cafeterias.
6. Safety guards must be in place before operating a machine.
7. Only authorized personnel may remove guards for repair and must replace them immediately following the repair.
8. Do not wear gloves without permission from your group leader.
9. Electrical disconnect switch must, where possible, be padlocked while repairing equipment.
10. Electric and hydraulic must be shut off, and air pressure released, while making changes, repairs, cleaning, oiling in or around any moving part that is hazardous. In the event that power must be turned on to check your work, extreme care should be exercised.
11. Machinery and equipment shut down for major repairs, tool or die changes must be equipped with safety locks to prevent accidental operation. The decision to lock out for tool changes or adjustments must be made based on the site lock out procedure.
12. Only authorized electricians are permitted to make changes or repairs on electrical equipment unless authorized by group leader.

13. All machines, except those specified by supervision, must be shut off while unattended.
14. Machinery or equipment may be operated only after thorough instructions in its safe operation.
15. The use of compressed air to blow off clothing or cool body is strictly prohibited. The air hose shall be used only for the purpose for which it is intended and shall never be directed at another employee.
16. Altering or using handheld air blow guns exceeding 30 PSI is prohibited.
17. Do not cause any unsanitary condition in drinking fountains or elsewhere in the plant.
18. Employees must wear prescribed safety clothing and equipment.
19. Employees other than operator must not ride on electric or gasoline driven trucks, or transporters unless a seat is authorized.
20. Attempting to un-jam equipment with the power source(s) on is prohibited. Wherever and whenever possible body members, such as hands and fingers, shall not be used to un-jam.
21. Always use the pedestrian doors when they are specifically provided.
22. Do not block stretchers or fire equipment.
23. Employees with long hair must wear protective hair covering when exposed to equipment that would create a safety hazard.
24. Employees must use the hearing protection required by their job assignment in the manufacturing and test areas.
25. All employees will be strongly encouraged to wear footwear with slip resistant soles that fully covers their feet while in the manufacturing or test areas. Prohibited footwear includes: open toe (clogs, flip-flops, sandals), fabric, tennis, canvas, or heels greater than 2 inches in height.
26. Operating any powered equipment that has had any safety plugs or limit switches rendered ineffective is prohibited.
27. Crossing over assembly lines, transfer machines, or conveyors at other than designated positions is prohibited.

NEXTEER PRODUCTION SYSTEM (NPS)

UAW Local 699 and Nexteer Management both share a common vision to have Nexteer Automotive be the World Quality leader in design and manufacturing that surpasses customer expectations while providing our people with a superior work environment and job security, as well as maintaining an acceptable return on investment.

Team Concept: The parties recognize that the Company's ability to be competitive and to manufacture products safely at world-class quality, cost, and timing levels is contingent upon improving productivity, equipment, quality awareness, flexibility, and the stability of the workforce. To this end, the parties agree to provide an organizational culture based on the Team Concept. The team concept will serve the needs of our employees and provide our customers with continuous improvements in product quality and value. The parties' success at this site is contingent on operating the plants with an organization reflecting modern manufacturing techniques. Modern manufacturing techniques require all employees to demonstrate a flexibility in performing the job function in which they are trained, qualified and most importantly that which they can perform safely.

A. Nexteer Production System (NPS)

1. Support training needs for plant; help develop training material as required
2. Facilitate new hire NPS training during orientation and take a key role in new hire orientation process
3. Participate in continuous improvement workshop activities: collect data and lead where required.
4. Implement & teach foundational elements of the Nexteer Production System
 - a) Workplace Organization
 - b) Standardized Work
 - c) Visual Controls
 - d) Quality systems (BIQS implementation)
 - e) Continuous Improvement Process
 - f) Team Board Process
5. Support H&S "speak up" culture
6. Teach and coach the hourly workforce on problems they can resolve
 - a) Teach 7 forms of waste & how to identify
 - b) Assist teams in identifying cost savings for team projects
7. Introduce the teams to practical problem-solving tools (Pareto, Gap analysis, 5 why, etc.) & work with plant staff to develop problem solving culture

8. Meet with other NPS Leaders at Saginaw Division to identify & implement best practices
9. Other activities as identified with plant staff

Summary

In summary, all parties, both Union and Management, subscribe to using, supporting and applying the following Nexteer Production System (NPS) based Operating Principles at Nexteer:

NPS Goals: Great Place to Work, Perfect Quality & Delivery, Profitability & Positive Cash Flow.

1. Safety is our overriding priority
2. Respect for People
3. Build In Quality
4. Just-in-time delivery
5. Customer First
6. Continuous Improvement

We jointly recognize that the basics of the Sites success, as well as improvement in the quality of life for all its employees, depends on how well and how fast we can implement these principles, as well as others contained in the NPS. Unless we jointly move forward together in these areas, our personal job security and economic well-being are in jeopardy. To reinforce this commitment, topics of NPS and the implementation thereof will be discussed at the Labor Management Relations Committee Meetings.

The Saginaw Site Leadership and UAW Local 699 recognize the importance of selecting the right candidates to be NPS Leaders in the Business Unit. For this reason, the parties agree that each Business Unit will appoint a minimum of one (1) NPS Leader to support the Business Unit, determined by the needs of the Business Unit. The NPS Leader will be responsible to facilitate the NPS Process and lead various initiatives to improve the organization.

Employees assigned to an NPS Leader position, will continue to maintain their role in various business units, will receive the classification and wage rate s/he held immediately preceding such NPS Leader position, and will maintain said classification and wage rate for the duration of their role/assignment.

The company agrees that prior to selection of future NPS Leaders, a selection criterion will be jointly developed and agreed to with Saginaw

Site Leadership and the Leadership of UAW Local 699. Selection criteria will include but is not limited to attendance, seniority, infractions on their record, interview, leadership ability and previous experience. Management will maintain right to make the final decision regarding selection of NPS Leaders.

To this end, the Parties agree to form a skillset and performance review matrix whereby each category will be scored by a numerical representation of 1-4, whereby 1 represents the least and 4 represents the greatest amount of points possible for each category utilized to periodically evaluate current/existing NPS Leaders.

All NPS Leaders will have their performance reviewed once each six (6) months, for a period of one (1) year after selection (2 reviews completed), then the review process will transition to an annual review.

The Operational Excellence Manager, and/or designated representative and the Shop Committee of the respective plant and/or Business Unit will review the performance of such NPS Leader(s) utilizing the mutually agreed upon criteria from the established review matrix. Reviews will take place during a regularly scheduled meeting and within one (1) week after the performance is evaluated.

If while conducting the evaluation review of a NPS Leader, it is demonstrated the score achieved is beneath the mutually agreed upon threshold of expectation, such NPS Leader may be removed from their assignment. Prior to the removal of an NPS Leader, it will first be discussed between the Operational Excellence Manager, or designated representative, Shop Committee and Plant Manager at a regularly scheduled PJAC meeting.

NPS Leaders may be removed from the NPS position in the following instances:

- Unsuccessful in completing performance improvement plan (PIP) expectations
- Business Unit Leadership determines an NPS Leader is no longer fit to perform their duties as set out above
- Management determines that the business case for the NPS Leader ceases and will present the rationale and the business case to the union

If the determination to remove an NPS Leader is made, the assignment of such NPS Leader will cease and said employee will be returned (Seniority

permitting) to the department and classification s/he held immediately preceding the NPS Leader position. In situations whereby the individual does not possess the seniority to be placed into their previous department and classification, said employee will be placed in an available Production job within the plant. If the employee does not possess seniority to warrant placement in the plant, the employee will be placed in a production job on Site.

We must all work together to assure that Nexteer meets or surpasses its customers' expectations in quality, cost and service, as well as generating a reasonable profit for its shareholders if we wish to continue to enjoy increased economic benefits and job security. Our intent is to aggressively grow the business while providing stable and/or growing opportunities for employment.

ARTICLE 1 RECOGNITION

The Company recognizes the Union as the exclusive collective bargaining representative for the production and maintenance employees at the plants at Nexteer's Saginaw Site at 3900 E. Holland Rd. in Buena Vista Township, Michigan, including the secondary site referred to as Plant 14. Excluded from the unit of employees represented by the Union are all other employees of the Company, including office clerical employees; guards; professional employees; and supervisors; and any other employees not employed at the Saginaw Site.

The Saginaw Site and Local UAW 699 recognizes the importance of working together to create mutually beneficial working relationship. Both are in the same business and the success of the business is vital to all concerned. This requires that both Management and the employees work together to the end that the quality and cost of the product will prove increasingly satisfactory and attractive, so that the business will thrive.

For both Management and Labor to achieve their mutual objectives, a working atmosphere of trust and respect must prevail throughout the Saginaw Site. This Local Bargaining Agreement is the product of a sincere and patient effort by both Management and Labor working together to understand and resolve common problems.

Both parties are committed to fully implement and fulfill the settlements contained herein. It is also the intent of both parties to encourage and improve our working relationship, which will insure continued progress for Management and employees.

UAW Local 699 and Management both share a common vision to have the Saginaw Site be the World Quality leader in the design and manufacturing of steering system and drive line components that surpass customer expectations while providing our people with a superior work environment and job security, as well as maintaining an acceptable return on investment.

ARTICLE 2 EQUAL EMPLOYMENT OPPORTUNITY AND RIGHT TO WORK

Section 1

The Company and the Union agree that the provisions of this Agreement shall apply to all employees without discrimination, and in carrying out their respective obligations under this Agreement neither will discriminate against any employee on the basis of race, color, national origin, age, gender, sexual orientation, religion, disability, union activity, or any other criteria protected under federal, state or local law (as same may change from time to time), including harassment based on any of these factors.

Section 2

New Employees will be eligible to become members of the Union after thirty (30) continuous calendar days of employment. No employee is required to become or remain a member of the Union, or to pay initiation fees, membership dues, or any other fees to the Union. Employees shall not be harassed, intimidated or retaliated against in any way by anyone because of their choices whether to join the Union or not to join, and whether to pay or not to pay membership dues or other fees.

Nexteer Management will not abuse their authority to interfere with, restrain or coerce employees because of membership or lawful activity in the Union, nor will it by discrimination in respect to hiring, tenure of employment or any term or condition of employment, create a hostile work environment or attempt to discourage membership in the Union.

Section 3

Employees having concerns regarding discrimination or harassment of any kind are encouraged to approach their Group Leader, Area Managers, and/or HR Business Partners of their plant. In addition, employees have the option to report their concerns by using Nexteer's Ethics Line or utilizing the Grievance procedure in this Agreement. It is agreed that the Grievance Procedure will be final and binding as to all equal employment matters resolved through the procedures.

Section 4

Neither the Company nor the Union will intimidate or coerce employees in respect to their right to work or in respect to Union activity or membership and agree further that there shall be no solicitation of employees for Union membership by the Union during working time. Violations of this provision will be grounds for discipline.

Section 5

The Company and the Union agree to promote diversity in the workplace and will cooperate on the development of plans to enhance diversity in the bargaining unit.

Section 6

Consistent with the requirements of the Americans with Disabilities Act, the Company will make reasonable accommodation to the limitations of qualified individuals with disabilities and will extend employment opportunities to such persons taking into account the needs of the business and safety.

Section 7

The Company will allow employees to review personnel records in accordance with the 1978 Michigan Employee Right to Know Act, and other applicable law, as same may be amended from time to time.

Section 8

Nexteer agrees to follow USERRA regulations.

Section 9

The Company and the Union agreed that the collection and dissemination of personal and/or confidential information must be related to the legitimate needs of the business or as required by any local, state or federal law, regulation, or court order. The Company and the Union will continue to protect and respect the confidential nature of all personal employee information.

Section 10

The parties discussed the need to provide training to all employees, including individuals with disabilities as required by appropriate state and federal law. Recognizing that providing training to individuals with disabilities may require specialized instruction, the Company agrees to provide appropriate resources that allow individuals with disabilities to receive necessary training opportunities afforded other employees.

Section 11

The UAW and Nexteer have worked together for many years to understand and promote diversity in the workplace, a goal we absolutely agree on and are fully committed to. The parties have long recognized that diversity is the collective mixture of our similarities and differences. Both organizations recognize that diversity includes race and gender, as well as broader dimensions such as family status, religion, sexual orientation,

education, abilities, disabilities, military status, union, non-union, language and many others. Diversity is a positive asset to an organization because only by leveraging our diversity will we be able to achieve the kind of relationship that we know is necessary if Nexteer Automotive is to prosper and provide good jobs that allow employees, both union represented and salaried, to be secure in today's complicated world.

The UAW and Nexteer Automotive have a shared desire of a workplace free of discrimination and harassment. To reaffirm this desire, topics of EEO, harassment and discrimination will be discussed at the Labor Management Relations Committee Meetings.

Nexteer takes all reports of harassment and discrimination serious and will investigate issues as they are brought to the attention of management in a prompt manner, according to Federal, State and Local Laws.

Management commits to providing comprehensive annual training related to recognition, prevention and reaction of harassment and discrimination.

ARTICLE 3
VOLUNTARY PAYROLL DEDUCTION AND VCAP

All employees who are eligible shall have the option to voluntarily become members of the union upon completion of their (30th) day of employment. No individual or organization shall force or compel or attempt to force or compel, by any means, including intimidation or unlawful threats, an employee wishing to refrain from such activities as outline in MCL423.14 as amended.

The Company will deduct from employee's wages, who voluntarily become Union members, and turn over to the Financial Secretary of the Union, the initiation fees, Union dues and withholdings as individually certified by them, in writing, that they authorize such deductions. Current employees at the time this agreement takes effect will not be required to re-authorize their dues deduction. This deduction shall be made from the second (2nd) paycheck of each month and shall be turned over to the financial secretary as soon as practical each month. The provisions of this section shall be in accordance with State and Federal Law. The company shall discontinue the deduction of the dues from an employee's wages that voluntarily opts out of the Union (in writing to the Local Union Secretary and the Company) once notified by the Local Union Financial Secretary.

Hold Harmless. The union jointly and severally agrees to save the employer harmless from indemnify the employer against any and all claims, demands, losses, costs, and expenses (including reasonable attorney's fees) arising out of this article related to the employer's cessation of dues deductions.

Voluntary Contributions

The Company agrees during the life of the agreement to deduct from the pay of each employee voluntary contributions to the UAW-CAP, providing each employee executes the proper authorization. The Company will deduct Voluntary Contributions from the 3rd pay period of the month.

ARTICLE 4 UNION REPRESENTATION

Section 1: Chairperson

There shall be one (1) full time representative designated by the Union and compensated by the Company who will be the Chairperson of the Shop Committee and who will be assigned to the day shift. The Chairperson will be compensated for up to twelve (12) hours per day Monday through Friday and up to 8 hours per day on weekends and holidays at the current rate of pay for the classification he/she holds. The Chairperson shall be afforded access to all shifts as necessary and shall notify the Company in writing as to his/her schedule.

Section 2: President

The Union shall select one of its members to serve as President. The President shall be afforded access to all shifts as necessary and shall notify the Company in writing as to his/her schedule. The President will be compensated forty (40) hours per week at the current rate of pay for the classification he/she holds.

Section 3: Other Representation

Shop Committee:

The Union shall have one (1) Shop Committee designated to each specifically defined Zone throughout the Saginaw Site. When identifying the number of Zones, the Site population of hourly bargaining unit employees will be the primary factor considered when making such determinations. The Shop Committee will be allowed to work a maximum of twelve (12) hours per day Monday through Friday and 8 hours on Saturday, Sunday, and Holidays at the current rate of pay for the classification s/he holds.

District Representatives:

The number of Districts will be determined at a ratio of one (1) District for each two-hundred and sixty (260) hourly bargaining unit employees. District Committeepersons will function for the purposes of adjusting grievances and other legitimate representation functions, as full-time Union Representatives and compensated up to 40 hours per week at the current rate of pay for the classification s/he holds. District Representatives will be compensated for work performed in their official capacity within

their defined district for hours in excess of forty (40) not to exceed one (1) hour each day Monday through Friday when a fifty (50) or more employees within such defined District are required to work "Mandatory Overtime". Hours will be afforded to these Representatives to work while in their official capacity up to, but not exceed, eight (8) hours on Saturday when there are fifty (50) or more employees within such designated district working. District Representatives will be afforded to work in their official capacity hours up to, but not to exceed eight (8) hours per day for each contractually observed Holiday and/or Sunday when there are seventy-five (75) or more employees within such designated district working.

The Union shall designate an Alternate Representative for each district, which will function in the capacity of the District Committeeperson when the District Committeeperson is absent from the plant. In general, these Representatives will function in their respective role upon and at such a time the District is to be absent from the plant for more than a day, provided management is given one (1) day prior notification and such District Committeeperson otherwise would have been scheduled to work. Additionally, it is agreed that it would be appropriate for these representatives to function in instances outside of the general rule, upon the approval of the appropriate member of management.

Appointed Joint Activities Representatives:

During these negotiations, the Parties discussed at length how to improve the partnership between labor and management, as well as, the need and benefits rendered from focusing our current joint program representatives on specific programs designed to assist our employees and management in the implementation of an improved working environment and therefore, the parties have agreed to maintain this practice whereby the expertise and skillset of such appointed representative(s) will be allocated to areas to best serve the interests of the employees of the organization.

To this end, the Parties agree that the Local Chairperson of the Shop Committee shall designate individuals from within the bargaining unit to perform various Joint Program functions. It is understood between the parties that there shall be five (5) full time Appointed Representatives which shall include one (1) Apprenticeship Coordinator, three (3) Health and Safety Representatives and one Benefits Representative. These Appointed Representatives will be allocated in such a manner to best service all employees at the Saginaw Site. Furthermore, the Chairperson of the Shop Committee may appoint additional Representatives based on

a population ratio of one (1) representative for every three-hundred fifty (350) employees over a population threshold of twenty-three hundred (2,300).

(Example: Using 2,300 employees as a baseline, for every 350 employees over the baseline the Union will be eligible to Appoint One (1) additional Representative upon the Site population reaching 2,650 hourly employees (2,300 + 350 = 2,650).

The Parties discussed the topic of the Human Resource Director providing feedback and/or input regarding potential Joint Activities Representative candidates. The Union agrees that these Joint Activity Representatives should possess the ability and strive to work collaboratively with both Union and Management to best serve the members to which they are responsible to. Therefore, the Union welcomes feedback and/or input regarding any such potential candidate(s) for these positions. However, the Union maintains and reaffirms that any Representative(s) so Appointed, will remain as and continue to be the sole responsibility of the Union.

Appointed Representatives will be compensated up to forty (40) hours per week at the current rate of pay for the classification he/she holds. Appointed Representatives may be eligible to work hours in excess of forty (40) which may include hours on Saturday and Sunday while in their official capacity however, it is understood that any eligible hours in excess of 40 will be determined by the Bargaining Chairperson and HR Director or their designees.

The parties agree when making determinations regarding eligibility of weekend work for Appointed Representatives, consideration must be given to the demand for the job function being performed, the number of employees working to which the representative services, and the current Site conditions. In any event, an evaluation of all factors and a commonsense approach is key when identifying the appropriateness of scheduling.

Section 4: Committee Call

Prior to entering a department to fulfill his/her duties, a Committeeperson shall notify the supervisor of the area of his/her presence and purpose. As a general rule, employees will be relieved to meet with a Committee person in the department. Should business needs necessitate that an employee cannot be released immediately to meet with the Committeeperson the parties agree that the employee will be released no more than 30 minutes

later as to allow management to get coverage for the employee to meet with the committee person.

Section 5: Super Seniority

The Chairperson, the President, Committee persons and those Appointed Representatives cited within Section three (3) of this Article, shall have super-seniority for their term of office in the event of shift preference, department reduction, or layoff as long as there is work for which they are qualified.

Note: Instances involving events as cited in this section above, wherever possible, Alternate Committeepersons will maintain placement within the district to which they were so elected, provided there is work to which they can perform and does not result in an employee with greater seniority being displaced.

Section 6: Duty to Inform

The Union shall notify the Company in writing of the names of each Union Representative, as well as their respective roles. Additionally, the Union shall notify the Company in writing within ten (10) calendar days after any change is made to the identity and/or role of Union Representatives.

Section 7: Work Center/s

The Union requested that a work center/s be furnished in each plant where designated Union representatives could meet internally regarding representation matters, prepare statements required by the Grievance Procedure Section of the Local Agreement, and keep files necessary to carry out their functions.

Nexteer Automotive agrees to provide a suitable work center for the internal use of designated Union representatives. The Union recognizes that the work center/s will be for the use of designated Union representatives for the purpose only of handling internal Union affairs required by the Local Agreement as they relate to the duties of their office. It is further understood that other employees may contact Union representatives in the work center/s during the non-work time of such employees.

The size and location of the work center/s should be consistent with the use for which it is intended and shall be determined by the local management after consultation with the Chairperson of the Shop Committee. The

Union has been informed by the Company that each work center will include appropriate furnishings/material, i.e., desk or tables, chairs, filing cabinets, in-plant telephone, etc...

The parties also agree to provide work centers for designated Union appointed representatives as outlined above in an area/s mutually agreed upon by the Company and the Bargaining Chairperson of the Union.

Section 8. Access

The Company agrees to allow the Union Regional Director or his/her designee access to the Company's premises to conduct necessary business. The Union agrees to notify the Company at least twenty-four (24) hours of the scheduled visit and the area of the Company facility to be accessed. The Union agrees that such visit shall not disrupt the normal operation of the facility (including security and health and safety protocols). In emergency situations where advance notice is not practical, the Union Regional Director must first check in with the Company's Human Resources Department.

Section 9: Transition

The Parties agree to allow adequate time (14 days) for a controlled transition of the Union Representation provisions of the Agreement.

Section 10. Distribution of Union Literature

In the interest of traffic safety and relieving congestion at the parking lot gates, Management will permit the distribution of union literature in the parking lots immediately outside the access turnstiles. This permission is granted with the understanding that the union will be responsible for avoiding littering of company property and, further, that distribution of any literature which is libelous, scurrilous, or detrimental to the Labor-Management relationship will result in withdrawal of this privilege.

"Union representatives will be permitted to pass out bona fide union literature (not political election literature) inside the plant entrances."

Section 11. Union Representative Training and Development

The Company has requested, and the Union agrees that the Chairperson of the Shop Committee will establish job descriptions for, as well as, conduct performance reviews of the Appointed Representatives covered under this

Article. Such reviews will utilize the established job descriptions for their respective roles at a frequency of not less than one (1) time annually.

The purpose and aim of such review, is to provide constructive feedback, identify potential training needs and development opportunities to maximize the effectiveness and benefits rendered from these Representatives. Additionally, the Parties discussed the appropriateness and desirability to provide enhanced training and development opportunities to other Representatives under this Article, where the parties achieve mutual agreement.

Section 12. Executive Staff/Meetings

Elected and appointed Union Officials will be permitted to attend Union Meetings who are Constitutionally bound to attend such meetings. Executive Board members will be permitted to attend Executive Board meetings. The Union commits to provide the Company with the names of those Officials to which this section pertains, as well as, a calendar identifying the dates of such scheduled meetings. Additionally, absent an unforeseen or extraordinary circumstance, such notice will be provided to the company not less than forty-eight (48) hours in advance of the date(s) to which such release pertains. It is understood that time spent at such meetings will not be compensated by the company and will not result in additional representation being furnished.

Recording Secretary- The Union has requested and the Company agrees to facilitate the release of the Recording Secretary not to exceed two (2) days (or a maximum of 16 hours) each month to perform the formal duties of such office, upon the President of Local 699 submitting a formal notice of release to the Company. It is understood between the Parties that the Union shall provide advanced notice to the company to the maximum extent possible.

Vice President – The Union has outlined various circumstances whereby an extended release of the Vice President to assist with various functions in the administrative duties of the Union Hall would be appropriate. The Company agrees to make accommodations to assist in facilitating such release when possible. The President of Local 699 upon submitting a formal notice of release to the Company shall hold discussions with the appropriate member of management demonstrating the need and rationale of such release.

See Vice President MOU

Financial Secretary/Treasurer - There shall be one (1) full time representative designated by the Union to serve the office of Financial Secretary/Treasurer. The Financial Secretary/Treasurer for the duration of elected office will report to, and execute the duties of such elected office, from the UAW Local 699 Union Hall and will be assigned to the day shift.

See Financial Secretary/Treasurer MOU

Section 13. Redistricting/Rezoning

The Parties agree that the need to redistrict and/or rezone will periodically be evaluated throughout the life of this agreement. Site population of hourly bargaining unit employees will be the primary factor considered when determining if a need to redistrict and/or rezone exists. The Chairperson of the Shop Committee or the Human Resource Director may request to redistrict and/or rezone once the need to redistrict and/or rezone has been established. Redistricting/rezoning will be conducted with the understanding; the frequency shall not exceed once each six (6) months. It is understood that the Bargaining Chairperson and the Director of Human Resources will hold discussions and exchange feedback regarding the redistricting/rezoning contemplated, prior to any such redistricting and/or rezoning taking place.

The number of Districts will be determined at a ratio of one (1) District for each two-hundred and sixty (260) hourly bargaining unit employees. The Union will designate the area and/or areas which comprise each district and insofar as practicable maintain that each defined district contains approximately two hundred-sixty (260) employees.

The number of Shop Committee Zones will be determined at a ratio of one (1) Shop Committee for each five hundred (500) hourly bargaining unit employees. The Union will designate the area and/or areas which comprise each zone and insofar as practicable maintain that each defined zone contains approximately the same number of hourly employees.

It is understood that deviations may be made through mutual written agreement of the Parties regarding the above cited metrics. Furthermore, it is understood and agreed that at such a time the site population exceeds two thousand five hundred (2,500) employees, the number of additional shop committee to be furnished will be determined by a ratio of one (1) shop committee for each one thousand (1,000) hourly employees (1:1,000).

Increasing Example: Using 2,500 employees as a baseline, for every 1,000 employees over the baseline the Union will be eligible to have one (1) additional Shop Committee upon the Site population reaching thirty-five hundred (3,500) hourly employees (2,500 + 1,000 = 3,500).

ARTICLE 5 MANAGEMENT'S RIGHTS

Section 1:

The right to hire; promote; discharge or discipline for cause; and to maintain discipline and efficiency of employees, is the sole responsibility of the Company except that union members shall not be discriminated as such. In addition, the products to be manufactured, the location of the plants, the schedules of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company.

The Company retains, solely and exclusively, all of the rights, powers, and authority that it would have in the absence of this Agreement, which is not abridged by a specific provision of this agreement, and which is not otherwise mentioned in this Article. Nothing in this Agreement shall be construed to limit the Company in any way in the exercise of these rights, except as specifically relinquished, restricted, or modified by the express provisions of this Agreement.

Section 2:

The parties discussed at length the worsening drug problem in our country and the rising incidence of chemical dependency/substance abuse. Chemical dependency/substance abuse on the part of employees impacts the workplace in terms of quality, productivity, and effectiveness of operations, while threatening the safety and well-being of both the employee and his/her co-workers. As a result, the parties agreed to institute a screening program and to periodically review it during the term of the agreement and make adjustments where deemed appropriate. This agreement reflects such screening program and adjustments to it.

Process

Employees may be screened for substance abuse (alcohol and drugs) in the following instances:

1. As part of a return to work physical for employees returning from substance abuse related sick leaves of absence.
2. As required by law, any injury not of a minor nature requiring medical attention off site or damage to property, not of a minor nature.

It is understood that upon the direction of the medical department any employee sent to an outside care facility for treatment and who, is subject to drug/alcohol screening/testing, shall be compensated for all hours until such employee is returned to the plant.

All testing and reporting will be conducted in accordance with the guidelines established by the Department of Health and Human Services.

Implications

It is not the intent of the testing requirements to imply that an employee is impaired at the time a sample is provided for testing. If there is an employee concern with the administration of the testing procedure, a union rep will be notified and will immediately be able to speak with the employee prior to any action being taken. An individual who tests positive will be handled in the following manner:

1. First Positive: The employee will be deferred from working for approximately two weeks and scheduled for follow-up testing. EAP services are to be offered to the employee and the employee is to be referred to the CDR. The employee will automatically be subject to further unannounced screening for a period of twelve months.
2. Second Positive: The employee will again be deferred from working for approximately two weeks and scheduled for follow-up testing. EAP Services are required, and the employee is to be referred to the CDR. Should the employee refuse EAP services they will be subject to discipline/discharge. The employee will automatically be, subject to further unannounced screening for a period of twelve months.
3. Third Positive: The employee will be discharged regardless of prior disciplinary record or length of service. Grievances protesting irregularities in the testing procedure may be taken through the grievance procedure; however, extent of penalties arguments is not subject to the Arbitrator's discretion.

Section 3:

The Company has the right to suspend job transfers, promotions and shift changes during the following critical periods in plant operations: model build-out; model start up; plant rearrangement; line speed changes; product changes; addition or elimination of a shift.

At such time management identifies a potential need to suspend/freeze transfers for reasons outlined in Article 5, management agrees to have advanced discussions with the union whereby an estimated end date will be established for any such freeze prior to the company engaging in the freezing/suspension of transfers.

ARTICLE 6 GRIEVANCE PROCEDURE

All grievances written under old contract will be resolved under old contract language.

Section 1. Commitment and Responsibilities

In the administration of this Agreement and in our day-to-day relationship, we will exhibit mutual trust and respect, understanding and sincerity, and, to the fullest extent possible, will avoid confrontational tactics.

Although the grievance procedure is still in effect, should differences or misunderstandings occur, we will first attempt to resolve them through full and open communication, as well as the NPS problem solving and/or change methodology processes. If we are to be successful, labor and management must work together as members of the same team.

The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operation of the Company's business.

Section 2. Grievance

Any Disputes arising as an alleged violation to the interpretation or application of a provision of this Agreement or, any other language, law, company practice or company policy that may apply, between the Company and an employee or employees covered by this Agreement or between the Company and the Union, will be discussed between the designated representatives of Local Management and the designated representatives of the Local Union in an effort to resolve the issue. Any issues not resolved during these discussions will be addressed through the following procedure.

Written answers to all charges will be given by the Management on all grievances presented by the Union Representatives at each step. An answer of "Denied" or "move to the next step" will be unacceptable.

When a grievance containing a claim of violation of harassment or discrimination is appealed to the Shop Committee the Chairperson of the Shop Committee may refer the claim to a designated member of the Civil Rights Committee of the Local Union for a factual investigation and report.

This process will be initiated by the Bargaining Chairperson submitting a formal notice informing the Site HR Leadership to release a member of the Civil Rights Committee to conduct an Investigation. Neither the Chairperson of the Civil Rights Committee, nor the member of the committee that the Chairperson designates to investigate such a claim in the Chairperson's place, shall receive pay from the Corporation based solely upon any activity arising pursuant to this paragraph. The grievance and arbitration procedure shall be the exclusive contractual procedure for remedying such harassment, and discrimination claims.

The Parties agree and Management commits to providing employees with annual harassment and discrimination refresher trainings, along with resources and reporting information, to ensure a fundamental understanding of policy and methods of prevention.

Section 3. Grievance Steps

Step One – Presentation of Grievance to the Supervisor

- A. Any employee having a grievance, or a designated member of a group having a grievance, should first discuss the grievance with their supervisor within seven (7) working days after becoming aware of the alleged violation. The supervisor will attempt to settle the grievance. Grievance settled at this step will not create precedent. If not settled with the employee;
 1. In cases based on a violation which is non-continuing, such claims shall be valid for a period of not more than seven days prior to the date the grievance was first filed in writing unless the circumstances of the case made it impossible for the employee, or for the Union, as the case may be, to know that the employee, or the Union, had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of forty-five days prior to the date the claim was first filed in writing;
 2. In cases based on a violation which is continuing, if the circumstances of the case made it impossible for the employee, or-for the Union, as the case may be, to know that the employee, or the Union, had grounds for such a claim prior to that date, the claim shall be limited retroactively to a period sixty days prior to the date the claim was first filed in writing.

- B. If not settled by the employee with the supervisor, the employee may request the supervisor to call a union representative to handle the grievance with the supervisor. The supervisor will request the union rep without undue delay.
- C. If the grievance is not settled by the supervisor and the union rep, it shall be reduced to writing on forms provided by the company and signed by the employee involved and one copy shall be given to the supervisor. The union rep may then take the grievance to the next step in this process.

Step Two –Area Manager and the District Committeeperson

If the grievance has not been settled at Step One, the Union representative, after receipt of the Supervisor’s written reply or if no written reply has been provided by the supervisor, within eight (8) business days, request a meeting between the Union representative(s) and the Company’s authorized representative, who will arrange such a meeting within five (5) working days thereafter to attempt settlement. The Area Manager or designated representative will provide a written answer to the grievance to the Union representative within five (5) working days following the meeting.

Step Three–Plant HRBP, and the Shop Committeeperson

After the written answer to the grievance by the Area Manager or designated representative at step two (2), the grievance if not settled, will then be processed to the next step of the procedure step (3). The Shop Committee will arrange a meeting with the HRBP for that respective plant within three (3) working days thereafter to attempt a settlement. The respective plant HRBP will give a written answer to the grievance within five (5) working days following the meeting. If not settled at this step the grievance will be appealed to the next step of the grievance procedure.

Human Resource’s purpose is to adjust grievances by fair administration of the contract, company policies and procedures.

Step - Four - Bargaining Chairperson Meeting with Human Resources Manager / Supervisor

- A. After the written answer to the grievance by the Plant HRBP or designated representative, the Bargaining Chairperson will arrange a meeting within three (3) working days thereafter to attempt settlement. The Human Resources Supervisor/Manager

will give a written answer to the grievance within five (5) working days following the meeting. If not settled at this step the grievance will be appealed to the next step of the grievance procedure.

Step Five – Shop Committee Meeting with Human Resources Staff

- A. After a written grievance has been appealed to the Shop Committee by a committeeperson, the Chairperson of the Shop Committee may designate one of its members to make a further investigation of the grievance in order to discuss the grievance properly when it is taken up by the Shop Committee at a meeting with the Management, after a grievance has been discussed at the Shop Committee meeting and before the submission of Notice of Unadjusted Grievance, the designated Shop Committeeperson may reinvestigate the grievance in the light of any new facts disclosed in the Shop Committee meeting or appearing in the Shop Committee Minutes.
- B. A written decision on appealed grievances will be given by a representative of the highest Local Management within a maximum of fifteen working days from when the grievance was presented by the Shop Committee. Provided, however, that within the applicable time limits of this Article a grievance may be withdrawn by mutual agreement without prejudice to either party. For any grievance(s) not settled at this step, the Shop Committee will appeal the grievance to Step Six of the grievance procedure.
- C. The question of supplying minutes of the Shop Committee meetings with the Management to the Shop Committee and the form of such minutes is a matter to be negotiated with the Management of each plant by the Committee involved. In the interest of expediting orderly procedure, it is desirable for the Chairperson of the Shop Committee to furnish Management with an agenda of the matters, including a listing of grievances the Union desires to discuss at the meeting. The agenda if submitted should be furnished as far in advance of the meeting as possible. The minutes of Shop Committee meetings will be furnished to the Chairperson of the Shop Committee within six (6) calendar days from the date of the meeting. Such minutes should include:

1. Date of meeting.
2. Names of those present.
3. Statement of each grievance taken up and discussed, also, in summary fashion, of the Union's contention or, at its option, a written contention, in the event of failure to adjust,
4. Management's written answer on each grievance, with reason for same if answer is adverse.
5. "Highlights" of the meeting, these including specific questions asked by the Committee on policy matters and any answers to such questions given by Management.
6. In the absence of the union presenting grievances, the biweekly 5th step meeting would be utilized for the purposes of information exchange, to hold discussion, and provide remedy regarding issues transpiring throughout the site.

Step Six - Pre-arbitration meeting

If the grievance has not been settled through the above steps, the Union may request a meeting with the Human Resources/Labor Affairs Director (or his/her designee) within fifteen (15) days of receiving the Company's Step Five response. This meeting will include representation of the Regional Office of the UAW and any other members of plant management deemed appropriate. The intent of this step is to provide the parties with a final opportunity to resolve the issue prior to arbitration. At this step the parties may also agree to utilize a mediator as an additional effort to avoid arbitration.

Section 4. Special Circumstances

- A. Policy grievances initiated by the Union will be originated at the Bargaining Chairperson's step (Step 4).
- B. Grievances dealing with discipline or discharge shall be submitted by the Committee person in writing within three (3) working days from the date of discipline or discharge.
- C. Grievances alleging discrimination or harassment as stated in Article II section 3 will be handled through the grievance procedure.
- D. Should any grievance settlement involve a pay letter, the company commits to providing a copy of said letter to the union upon submission to the payroll department.
- E. Contracting of Work Grievances charging a violation of the Corporation's express commitments set forth in this agreement shall be handled in the following manner:

1. When a grievance arises involving contracting out bargaining unit work, it shall be reduced to writing on forms provided by the Corporation, signed by the Chairperson of the Shop Committee or the Shop Committeeperson involved, and referred to the Shop Committee at Step Five of the grievance procedure.
2. The grievance may then be processed through the Grievance Procedure.

Section 5. Time Limits

The time limits provided at the various steps of the Grievance and Arbitration Procedures may be extended by either party if notice is given no later than end of shift on the final day before expiration of the applicable time limit period. No matter may be submitted to Arbitration that has not been properly carried through all the previous steps of the Grievance Procedure. The term “working days” as used in the time limitations hereto shall mean the day the facility is engaged in working excluding Saturdays, Sundays, holidays, shutdowns or other scheduled Company closure. Both parties agree to adhere to the time limits outlined above.

Section 6. Arbitration Procedures

- A. If a satisfactory settlement of a grievance cannot be reached between the Company and the Union at Step Six of the Grievance Procedure, the Union may proceed to arbitrate. However, no arbitration demand by the Union shall be valid unless the Union, within fifteen (15) working days following Mediation or decision to arbitrate, gives the Company written notice of the Union’s intent to arbitrate the grievance. Such written request to arbitrate shall be submitted to the Company Human Resources Manager.
- B. Within 30 calendar days after giving notice of intent to arbitrate, the Union shall apply to the Federal Mediation and Conciliation Service (“FMCS”) for submission of a panel of seven (7) names of qualified members of the National Academy of Arbitrators to the Company and the Union, from which an arbitrator may be selected under the rules of the FMCS. If either party is dissatisfied with the panel, both parties will jointly request a replacement panel from the FMCS. There will be no more than two panels requested for any single arbitration unless the

Company and the Union mutually agree in writing to request a third or subsequent panel. The arbitrator will be selected by striking names from the list supplied by the FMCS with the Union exercising the first strike followed by the Company then the Union and so on until one name remains. The name that remains will be the arbitrator for the case.

- C. The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any agreements made supplementary hereto; nor to establish or change any wage. Any case appealed to the Arbitrator on which the arbitrator has no power to rule shall be referred back to the parties without decision.
- D. At the hearing the Company and the Union will be limited to presenting facts and arguments raised in the Grievance. The hearing will be open to the parties and their designated witnesses, subject to the Arbitrator's authority to sequester witnesses at the request of either party. Each party will submit a written brief setting for the facts and its positions within 30 calendar days after the close of the hearing. The Arbitrator will issue a decision in writing after examination of the party's briefs.
- E. All costs of arbitration, including arbitrator's fees and expenses, will be shared equally by the Company and the Union. The Company and the Union will bear the expense of their own presentation, including attorney's fees, outside consultants, etc.
- F. All decisions within the defined authority of the arbitrator shall be final and binding on all parties, unless shown to be contrary to law, arbitrary and capricious, or tainted by the arbitrator's misconduct.

Section 7. Reinstatement of Grievances

Settled grievances brought through the appeal process (as outlined in the UAW Constitution and a letter of reinstatement is submitted) may be reinstated at the Chairman's step (Step 4).

Section 8. Employee Transfer or Re-assignment

During previous negotiations, the parties discussed the claims raised by

the Union regarding employees being transferred or reassigned to “less desirable” jobs because they initiated the grievance procedure.

It is important for Nexteer Automotive to retain its right to transfer employees in order to maintain and improve efficiency in our operations. It is also important to respect the right of employees to file legitimate grievances regarding operating procedure or disciplinary action.

The Company will not transfer, re-assign or separate employees because they file such grievances.

ARTICLE 7
DISCIPLINE, SUSPENSION AND DISCHARGE

Section 1. Disciplinary Action

When a suspension, written reprimand, layoff or discharge of an employee is contemplated, the employee, where circumstances permit, will be offered an interview(s) to allow for answering the charges involved in the situation for which such discipline is being considered before being required to leave the plant. Employees who, for the purpose of being interviewed concerning discipline, are called to the plant, or removed from their work to the supervisor's desk or to an office, or called to an office, will be advised that they may, if they so desire, request the presence of their District Committeeperson to represent them during such interview.

Section 2. "Cooling Off Period"

The Union expressed concern that some disciplinary interviews escalated into confrontation because tempers flared. The Union suggested that in these situations a "Cooling Off" period would be beneficial to all concerned.

The Company and the Local Union agreed that 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 agreed that as a matter of practice and when possible, such discussions should be postponed until such time that, in the opinion of Management, a constructive exchange of information could occur.

Notwithstanding the foregoing, the parties recognized that certain actions such as assault or other serious acts of misconduct would render the "cooling off" period totally inappropriate.

Additionally, it was mutually recognized that providing or not providing a "cooling off" period will be without prejudice to either party in the applications of any terms of the agreement and will not be cited or relied upon by an employee, the Union or Management on a basis for any claim.

Section 3. Disciplinary Procedure

Employees who have been disciplined by a suspension, layoff or discharge will be furnished a brief written statement advising them of their right to representation and describing the misconduct for which they have been

suspended, laid off or discharged and, in the case of a layoff or discharge, the extent of the discipline. Thereafter, they may request the presence of the committeeperson for their district to discuss the case privately with them in a suitable office designated by the Local Management, or other location by mutual agreement, before they are required to leave the plant. The committeeperson will be called promptly upon such request. Whether called or not, the committeeperson will be advised in writing within one working day of 24 hours of the fact of written reprimand, suspension, layoff or discharge and will be given a copy of the statement given to the employee. After a suspension has been converted to a layoff or discharge, the committeeperson will be notified in writing of the fact of layoff or discharge. The written statement furnished to the employee pursuant to the first sentence of this paragraph shall not limit Management's rights, including the right to rely on additional or supplemental information not contained in the statement to the employee.

- A. Employees will be tendered a copy of any warning, reprimand, suspension or disciplinary layoff entered on their personnel records, within three days of the action taken. In imposing discipline on a current charge, Management will not take into account any prior infractions which occurred more than twenty-four months previously. Further, Management will eliminate from an employee's record any infraction where there was a lapse of time of greater than 12 months between infractions provided the employee has not been on leave of absence the majority of the time between the infractions. Also, Management will not impose discipline on employees for falsification of their employment applications after a period of twelve (12) months from their date of hire.

- B. It is important that complaints regarding unjust or discriminatory layoffs or discharges be handled promptly according to the Grievance Procedure. Grievances must be filed within three working days of the layoff or discharge. Within two working days after a grievance has been answered by higher supervision, pursuant to the grievance procedure, the specific charge will be discussed with designated representatives of Local Plant Management, the Chairperson of the Shop Committee, or designated representative, and another member of the Shop Committee or the district committeeperson who filed the grievance. If the grievance is not resolved, Local Plant Management will review and render a decision on the case within three working days thereafter. In any event, Local

Plant Management will render a decision on the case within 10 working days from the date the grievance is filed. If a Notice of Unadjusted Grievance is not submitted by the Shop Committee within five (5) working days of a decision of the Local Plant Management, the matter will be considered closed.

Section 4. Statement of Policy in Regards to Investigations of an Employee

In order to satisfy Management's obligation with respect to this section, Supervision has been instructed as follows:

- A. Merely citing a shop or safety rule, policy or procedure will not be sufficient.
- B. The reason will be stated in sufficient detail to leave no doubt as to the nature of the offense.

Section 5. Undercover Agents

The Company clarified their position that the use of undercover agents is limited to those instances where there is evidence of serious misconduct and the perpetrators must be observed by persons not readily identified as Management representatives. Further, the Union was advised that, in the future complaints regarding conduct of undercover agents and the quality of such service may be brought to the attention of the Director, Human Resource by the Vice President and Director of the IPS/General Motors Department, UAW.

Section 6.

The essence of Managements' disciplinary responsibility lies in establishing respect for the rights of others by ensuring that employees comply with reasonable rules of conduct. In this regard, disciplinary action should be corrective, rather than punitive, in nature. In other words, in fulfilling your responsibility to maintain discipline, your objective should be to get an employee to correct his/her improper conduct, rather than to punish the employee as a result of this conduct. This approach goes to the heart of the philosophy of corrective discipline.

ARTICLE 8 SENIORITY, LAYOFF AND RECALL

Section 1. Seniority will be the length of unbroken service from the employee's date of hire by the Company. Periods of inactive service that continue to accrue seniority are specifically enumerated in Article 9 of this agreement.

Section 2. Acquiring Seniority

- A. Employees may acquire seniority by working ninety (90) days during a period of six (6) continuous months. Employees rehired after a continuous absence will acquire seniority on their first day of work that will date back to the original date of hire. When employees acquire seniority, their names will be placed on the seniority list.
- B. Employees will be regarded as probationary employees until their names have been placed on the seniority list. However, any claim by a probationary employee rehired pursuant to this section, or any claim by any other probationary employee made after 30 days of employment, that their layoff or discharge is not for cause may be taken up as a grievance. Probationary employees may not exercise any provisions of the Seniority Agreement, the Shift Preference Agreement or any other Agreement to displace any seniority employee. The exception being the right to receive any pay, benefit, or bonuses, as long as they meet the required conditions of such plans.
- C. In placing employees' names on the seniority list, where two (2) or more employees have the same seniority date, their seniority status will be determined by their last names in reverse alphabetical order so that "Z" will have more seniority than "A". Seniority dates of skilled trades employees are further provided for in Section 6, (B) and (D) of this Agreement.
- D. Employees in the same seniority group will have their seniority status determined by their Nexteer Seniority hire date.

Section 3. A seniority list will be maintained by the Company and will be sent to proper Union officials once a month unless otherwise agreed to by the Company and the Union in writing.

Section 4. Production Employees Temporary Layoffs

- A. Scheduled layoffs will be handled as follows for a period not to exceed ninety (90) days unless extended by mutual agreement.

Production Employees

1. When less than a full complement of employees in a seniority group is required during such period, employees who have the highest seniority within the department who has not applied to work in accordance with below will be laid off. They will be voluntarily laid off in seniority order by classification and department.
2. In the event fewer employees apply than are needed, those employees who apply will be retained at work and in addition as may be necessary, seniority employees will then be retained within each department by classification in inverse seniority order.
3. In the event an unanticipated production requirement arises during the layoff period, employees working in the plant may perform such work (if a prolonged amount of overtime is required the parties agree to discuss the business plan). However, in the event laid-off employees are needed back at work before the scheduled end of the layoff period, employees will be recalled from among those with an application in to work on file from the department in seniority order by classification, or if there are none, from among the employees laid-off in inverse seniority order from the department within the affected seniority group.
 - Example: If a seniority employee has no application to work on file (or is left blank), the least senior employee would be called back first.
4. Notwithstanding the foregoing, employees needed to work on inventory because of their particular abilities and knowledge will be notified before the start of the layoff period and retained to work inventory.
5. Employees needed for other available work during inventory, model change, and plant rearrangement will be selected in accordance with the provisions of Paragraphs A.1 and A.2 above.

- B. For temporary reductions in production not exceeding four weeks, plant management and the Union will discuss alternative methods before any employees are laid off, unless otherwise extended by local plant agreement.

Layoffs for breakdown of equipment or machinery, or shortages of material, or for any other reason known to be temporary (including non- Nexteer - UAW strike related activities) at the time of layoff, but not layoffs covered under Section A above.

1. For the purpose of section 4.B., Employees within each plant, will be laid-off in seniority order, by classification, by shift, as their jobs go down and recalled as their jobs start up. For a temporary layoff which begins after the start of a pay period and extends, or is anticipated to extend, into the following pay periods, but in any event no later than the beginning of the second pay period following the date of the layoff.
 2. When production resumes after the layoff period, employees, will be recalled in order of seniority, by classification as they are needed.
- C. The applications indicating a desire to work, as used in this temporary layoff section, will be accepted via the Kiosk or self-service app and will be valid until the employee cancels their application. An employee becomes eligible to make application upon attaining seniority. Eligible employees may make application or may cancel, via the Kiosk or self-service app, an existing application at any time subsequent to the application period, with the understanding that such cancellations or applications will not become valid until one (1) week after they are submitted. All employee moves are effective on the Monday of each week.
1. If an employee desires to return to work while on an inverse layoff, that employee must file an application to work, under (C) above, and the employee will be returned to the appropriate department when an opening occurs.
 - a. If you apply on a Monday, the application will be valid the following Monday.
 - b. If you apply on a Tuesday, the application will be valid 13 days later on Monday.

- D. The provisions of this temporary layoff section will not be cited, nor will they form the basis for a claim for any liability on the part of management.
- E. All employees retained or recalled under this temporary layoff section must be capable of doing the anticipated work.
- F. In the event employees are laid off under Paragraph 4.B.1, the following will apply during this period and prior to the time the provisions of Section 4.A are effectuated. In circumstances where parts of two (2) or more jobs are required to work and the duties of such jobs are combined into a temporary job assignment, "their jobs" is interpreted as follows: If a clear-cut determination can reasonably be made that the greater percentage of time required on the temporary job assignment is required by the duties of one of the jobs, the employee normally and regularly assigned to such job will work. If a clear-cut determination cannot be made, as provided by the above paragraphs, the employee with the least seniority of those affected will work.
- G. The Company and the UAW share a common desire to keep employees fully employed and the Company agrees to make every effort to recall and lay-off employees from their normally scheduled weekly shift cycles. Employees returned or laid off mid-shift cycle will be given a favorable code that works towards overtime, to cover their absence.

Section 5. Production Employees Permanent Layoff, Reduction in Force, and Rehire Procedure (greater than ninety (90) days)

When it becomes necessary to reduce the working force, the following procedure will apply:

A. Layoff Procedure

1. Employees will be moved out of their departments in line with their seniority provided the remaining employees are capable of doing the work.
2. Employees laid-off from their departments will then have their seniority status checked on a plant-wide basis within their respective plant. If seniority employees laid-off from one

seniority group have more seniority than employees in another seniority group, the higher seniority employees laid-off will replace the lowest seniority employees working, provided they are capable of doing the work. Such placement will be made within a period of five (5) working days.

3. Employees laid-off from their plant will then have their seniority status checked on a site-wide basis. If seniority employees laid-off from one plant have more seniority than employees in another plant, the higher seniority employees laid-off will replace the lowest seniority employees working, provided they are capable of doing the work. Such placement will be made within ten (10) working days from the date of the employee's layoff.
4. Employees classified Major Machining in each plant will constitute a separate non-interchangeable seniority group. Employees so classified will be laid-off in line with their date of entry or plant seniority (as detailed in the following paragraph) within their group provided that the employees who remain are capable of doing the work. No employee so classified will be laid-off so long as there are any employees classified Major Machining Operator-Probationary working in the plant, Major Machining Operators who are laid-off will have their seniority checked on a site-wide basis among the other Major Machining Operators working in other plants and will displace the lowest seniority employees working within five (5) working days from the employee's layoff provided they are capable of doing the work. Employees so displaced will be subject to Paragraphs A (1), (2), (3) and (4).

Employees newly hired as qualified Major Machining Operators or employees transferred into the Major Machining classification, after the effective date of this Agreement, will have as a seniority date the date of their entry into the Major Machining Operator classification for a period of one (1) year. After one (1) year, they will have as a seniority date the date of their plant seniority.

5. Employees returning from a leave of absence will return to the same plant, job classification and department provided they are capable of doing the work and they do not displace a higher seniority employee having seniority in their group.

In the event the employee does not have sufficient seniority to be placed as indicated above, the employee's placement will be handled in accordance with the statement concerning Transfer of Employees during Periods of Reduction Agreement.

B. Recall from Layoff

Employees who have been laid-off under this Section of the Agreement will be rehired in line with their site-wide seniority to fill job openings created by the need for more employees at the site provided they are capable of doing the work except that employees classified as Major Machining, Press Operator Major, Test Operator, Extrusion Operator, Met Lab Tech, Schuler Press Operator, Gage Repair, Center of Analysis and Mfg. Tech will be recalled to openings in the classification from which they were reduced.

1. Employees reduced or laid-off from these classifications, who do not wish to be recalled to openings, will complete a recall request form stating their desire to waive their right to recall. Such recall request form will be signed by the employee and submitted to the Hourly Employment office or the Kiosk at least one (1) full week prior to such recall.
 - a. *Paper form must be submitted to the Hourly Employment office during normal business hours to ensure accuracy of submission date.*
2. It is understood that any employee from the above classifications who elects to waive their right to an opening in a position other than skilled trades in line with their seniority will not be recalled until work is available in the above classification in which the employee was employed at the time the employee exercised the option. At such time as work is available in that classification, the employee will be recalled in line with the employee's seniority.

C. In applying the Permanent Layoff, Reduction in Force, and Rehire Procedure of this Agreement, it is understood that Management does not waive the right to transfer employees should their services be required on other jobs.

D. Return to Former Department

1. An employee who has been transferred to another department,

within the same plant as a result of the application of this section of this Agreement may make application via the kiosk or self-service app within thirty (30) days from the date of such transfer to return to an opening in their former department and former pay classification. An email confirmation or a receipt will be given to the employee. Such employee will be transferred to an opening in their former department in line with their seniority provided such opening occurs within twelve (12) months of application. Further, employees transferred under this section will have preference over all other transfer applications, rehires, and new hires. Such placement will be made as soon as possible, but in any event within five (5) working days after the opening occurs.

2. An employee, who has been transferred to another department on the site or has been laid-off as a result of the application of this section of the Agreement, may make application via the kiosk or self-service app to Return to Former Department, and pay classification within thirty (30) days of the date of such transfer or layoff. Such employee will be transferred to an opening in their former department, and pay classification, in line with their seniority in preference to employees recalled from layoff or new hires, and provided such opening occurs within twelve (12) months of application. Such placement will be made as soon as possible, but in any event within five (5) working days after the opening occurs.
3. It is understood that the term “opening” as used in these paragraphs means a permanent or continuing job opening and not a temporary job vacancy created by such factors as absenteeism, vacations, leaves of absence, etc.

Section 6. Skilled Trades Section

- A. All employees in each skilled classification in each department in each plant will constitute a non-interchangeable occupational seniority group.
- B. When an employee is transferred from a production classification to a skilled classification in which the employee is a fully qualified journeyman/woman, the employee will have a skilled trade’s seniority date in each classification as of the date of first assignment to such skilled classification.

For the purpose of layoff and rehire in the skilled trades Leader classifications, employees will establish a date of entry in the Tool & Die Maker Team Leader or Maintenance Team Leader - classification as of the date the employee is transferred. Layoff from and recall to these classifications will be in line with their skilled trades seniority date or date of entry set forth in Paragraph F.1.b.

- C. Throughout the following provisions of this Skilled Trades Section whenever “Journeyman/woman” is referred to, it will include “Employee-In-Training-Seniority” and such status has greater seniority than Employee-In-Training.
- D. In the event two (2) or more employees in the same seniority group have the same skilled classification seniority date, plant-wide seniority will prevail. If plant-wide seniority is the same, their seniority status will be determined by their last names in reverse alphabetical order so that “Z” will have more seniority than “A”.
- E. Temporary Layoffs
 - 1. Scheduled layoffs will be handled as follows for a period not to exceed ninety (90) days unless extended by mutual agreement:
 - a. When less than a full complement of employees in a skilled trades classification is required during such period, employees who have the highest seniority within the plant who have not applied to work in accordance with below will be laid off. Those employees who do not have a valid application on file (or is blank) will be laid off in seniority order by classification.
 - b. In the event more reductions are necessary, seniority employees without an application to work will be reduced in seniority order, high seniority first by classification by Plant.
 - c. In the event fewer employees in a classification in the Plant apply to work than are needed, those employees who apply will be retained at work in addition as may be necessary; seniority employees will then be retained in inverse seniority order by classification.

2. Layoffs for breakdown of equipment or machinery, or shortages of material, or for any other reason known to be temporary (including non- Nexteer /UAW strike related activities) at the time of layoff, but not layoffs covered by E.1. above.
 - a. Within each plant, employees will be laid-off in seniority order, by classification, by shift.
 - b. For a temporary layoff which begins after the start of a pay period and extends, or is anticipated to extend, into the following pay periods, the procedure outlined in E.1. may be effectuated at any time, but in any event no later than the beginning of the second pay period following the date of the layoff.
3. The applications indicating a desire to work, as used in this temporary layoff section, will be accepted via the kiosk or self-service app and will be valid until the employee cancels their application. An employee's application must be to work in the employee's Plant in the employee's classification. An employee becomes eligible to make application upon attaining seniority. Eligible employees may make application or may cancel, via the kiosk or self-service app, an existing application at any time subsequent to the application period, with the understanding that such cancellations or applications will not become valid until one (1) week after they are submitted. All employee moves are effective on the Monday of each week.
 - a. If you apply on a Monday, the application will be valid the following Monday.
 - b. If you apply on a Tuesday, the application will be valid 13 days later on Monday.

During temporary layoffs covered under Paragraph E.1., applications will be considered within the seniority group across shift lines. During temporary layoffs covered under Paragraph E.2., applications will be considered within the seniority group by shift.

- a. If an employee desires to return to work while on an inverse layoff, that employee must file an application to work, under E.3. above, and the employee will be returned to the appropriate seniority group, by plant, by classification, in accordance with E.1. when additional employees are needed by seniority.
4. When work resumes after the layoff period, employees will be recalled to their plant, by classification, in seniority order.
5. The above provisions will not be cited, nor will they form the basis for a claim for any liability on the part of Management.
6. All employees retained or recalled under this temporary layoff section must be capable of doing the anticipated work.

F. Permanent Layoff, Reduction in Force, and Rehire Procedure

When it becomes necessary to reduce the working force, the following procedure will apply:

1. Layoff Procedure
 - a. Journeymen/women in each skilled trade's classification in each plant will constitute a separate non-interchangeable seniority group. Such employees who are laid-off from their classification (except Leaders whose layoff is detailed in b.) in accordance with their seniority within the group will have their seniority status checked on a site-wide basis and will displace employees with less seniority working in the same classification within five (5) working days from the date of the employee's layoff. Journeymen/women employees laid-off from their skilled trades classification will be placed on non-skilled trades classifications in accordance with Paragraphs 1, 2, 3 and 4 of Section 5, or will be given the option to waive their rights to such job assignment.

Such option must be on a Recall Request Form available via the kiosk or self-service app. It is understood that any journeyman/woman who elects to waive their right to an unskilled job in line with their seniority will not be re-employed until work is available in the skilled trades classification in which the employee was employed at the time the employee exercised the option. At such time as work is available in that classification, the employee will be recalled in line with the employee's seniority. However, after six (6) months the employee may revoke the employee's waiver and will be rehired in line with the employee's site-wide seniority to fill a job opening created by the need for more employees at the site, provided the employee is capable of doing the work.

- b. Employees classified Tool & Die Maker Team Leader and Maintenance Team Leader as of the effective date of this Agreement will have as a seniority date in the classification the date of their skilled trades seniority. Employees transferred to these classifications after the effective date of this Agreement will have as a seniority date in the classification the date of their entry into the Team Leader classification for a period of six (6) months. After six (6) months, they will have as a seniority date the date of their skilled trades seniority.

Employees in each Team Leader classification in each plant will constitute a separate seniority group. Employees will be laid-off from their classification in line with their date of entry or seniority within their core trade classification on a site-wide basis. Leaders who are laid-off from their seniority group will have their seniority checked on a site-wide basis among other Leaders of the same classification and will displace the lowest seniority employees working as soon as possible and in any event within five (5) working days from the employee's layoff. Employees so displaced from the Leader classifications will be returned to their skilled trades classification in accordance with their seniority

status. Their status for layoff will then be under the provisions of Paragraph F.1.a. above.

- c. Employees-In-Training in skilled trades classifications will be listed by classification in each separate plant; however, in the event of a layoff, they will be placed on a site-wide basis among employees in the same status in the same classification in line with their date of entry. Such placement will be made within five (5) working days of the date of the employee's layoff.

G. Recall from Layoff

Journeymen/women and Employees-In-Training who have been laid-off under Paragraph F of this Agreement will be rehired in line with their skilled trades seniority applied on a site-wide basis to fill job openings created by the need for more employees in such skilled classifications at the site or recalled to a non-skilled opening in accordance with Section 5.B.1. of this Agreement, provided, however, that journeymen/women on waiver will be recalled only as provided by the waiver.

- H. In applying the Permanent Layoff, Reduction in Force, and Rehire procedure of the Skilled Trades Section, it is understood that Management does not waive the right to transfer employees should their services be required on other jobs.

Employees-in-training may be reduced due to a reduction in force or displaced by a journeyman or by an employee-in-training-seniority. Apprentices may be reduced due to a reduction in force or displaced by journeymen. In addition, in the event of a drastic reduction in the level of work resulting in a heavy reduction in the skilled trades work force, additional apprentices may be reduced pursuant to a mutually acceptable layoff and recall plan agreed upon by the local parties.

Except for those situations covered by this Agreement provisions, the following procedure will apply to the reduction of employees-in-training and/or apprentices when neither journeymen/women nor employees-in-training-seniority are reduced from the classification:

- Employees-in-training who have accumulated less than (2) years credited work experience in the classification in that plant will be reduced before any apprentice is reduced;
- Employees-in-training who have accumulated (2) or more years of credited work experience in the classification in that plant will not be reduced before all apprentices who have not completed (4) periods of the shop training schedule have been reduced from that classification;
- All employees-in-training in the classification will be reduced before any apprentice who has completed (4) periods of the shop training schedule is reduced.

The completion of (4) periods of the shop training schedule for apprentices and the credited work experience in the classification in that plant for employees-in-training for purposes of this procedure will be based on a calculation made as of the last Monday of the month preceding the month during which such a reduction occurs.

Similar consideration is to occur when there is a need to recall a number of employees to a classification where there are both employees-in-training and apprentices reduced from the classification.

Any complaints regarding the application of this procedure in any plant may be taken up with Local Management of that plant by the Local Shop Committee and if not resolved may be reviewed by the Nexteer-UAW Skilled Trades and Apprentice Committee.

Section 7. Loss of Seniority

- A. Seniority will be broken for the following reasons:
1. The employee voluntarily (including employees who leave the plant without notifying their Group Leaders or another member of management) quits or retires.
 2. The employee is discharged for just cause.

3. If the employee is absent for three working days without properly notifying the Management, unless a satisfactory reason is given. After the unreported absence of three working days, Management will send clear written notification to the employee's last known address as shown on the Company records, that the employee's seniority has been broken and that it can be reinstated if, within five specified working days after delivery or attempted delivery of such notice, the employee reports for work or properly notifies Management of a reason for absence. A copy of such Management notification will be furnished promptly to the Chairperson of the Shop Committee. If the employee complies with the conditions set forth in the notification, the employee's seniority will be reinstated if it has not otherwise been broken; however, such reinstatement will not be construed as limiting the application of the Shop Rule regarding absence without reasonable cause in the employee's case.
4. If the employee fails to return to work within five working days after being notified to report for work and does not give a satisfactory reason. Such notice will be clear in intent and purpose. A copy of Management's notification of such loss of seniority will be furnished promptly to the Chairperson of the Shop Committee.
5. The employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of such layoff; or for thirty-six (36) months whichever is shorter and an additional forty-eight (48) months of recall rights. Up-to-date seniority date lists will be made available to all employees for their inspection within the plant either by posting where practical or by a satisfactory equivalent method. Laid off employees will be responsible for providing the company up-to-date contact information.
 - a. For the purpose of properly calculating seniority lost under the provisions of subsection five (5) above, the following process will apply.
 1. Employees returning from permanent layoff prior to the employee's seniority breaking will be credited for such time while on Permanent Layoff.

2. Once an employee has been out for a continuous period equal to the seniority they had previously accrued prior to the layoff, or 36 months, whichever is shorter, seniority will be broken.
 3. Employees who break seniority with less than 36 months, will have recall rights for an additional 48 months. Employees who are recalled under this provision, will return to work as a new hire with no seniority.
 4. Employees who break seniority at 36 months and have seniority greater than 36 months will lose seniority each day past the date the seniority was broken, for a period not to exceed 48 months of recall.
 5. At the exhaustion of the 48 months of recall rights, employees will no longer have a right to be recalled to Nexteer.
 6. Employees will be recalled back to work in seniority order.
6. The employee is off work on an approved leave of absence for a continuous period of the earlier of four (4) years which includes 52 weeks (1 year) STD and 3 years (156 weeks) LTD or awarded and compensated social security disability benefits (permanent disability).
- a. Employee is responsible to report if awarded social security disability benefits immediately to Nexteer.
 1. Employees who are awarded SSDI and have their seniority broken will lose seniority each day past the date the seniority was broken. This will be reflected in an adjusted seniority date upon return to work. The employee will have reinstatement eligibility up to 48 months or the length of their seniority whichever is the lesser. Employees will be required to pass pre-employment screening. Employees returned under this section, will return in line with their seniority as jobs become available provided, they are capable of performing the work and it will not result in the displacement of an employee with greater seniority.

7. Employees who fail to report for work within three working days after the date of expiration of the leave will be considered as having voluntarily quit unless they have a satisfactory reason; provided, however, that in the case of failure to report for work within three working days after the expiration of any leave of absence. In the cases of leaves of absences granted where management has refused to grant and requested renewal of leave, management will send clear written notification to such employees last known address as shown on company records, that their seniority has been broken and that it can be reinstated, if within 3 specified working days after delivery or attempted delivery of such notice, they report for work or properly notify management of their absence. A copy of such management notification will be furnished promptly to the chairperson of the shop committee. If such employees comply with the conditions set forth in the notification, their seniority will be reinstated if it has not otherwise been broken; however, such reinstatement will not be construed as limiting the application to their cases of the shop rule regarding absence without reasonable cause.

Section 8. Proficiency Protection

Employees may be removed from the Semi-Skilled and Specialized, Major Machining, Transfer machining, and Cold Header departments if employees are unable to attain proficiency within 90 days from entry into the department. Employees removed within 30 days from entry will be returned to the plant, department, and classification in which the employee was working in immediately before entering a Major Machining, Transfer Machining, or Cold Header department. Employees removed within 30 to 90 days will go to open job on site.

All records will be maintained, and Management will evaluate each probationary employee at least once every thirty (30) days. This will be done for either satisfactory or unsatisfactory progress discussions. When Management contemplates the need to remove an employee from the above classifications, wherever possible, they will notify the Shop Committeeperson thirty (30) days prior, but in any event far enough in advance to discuss the evaluation of said employee before any action to remove the employee is taken. Additionally, Management will provide the Shop Committeeperson with the employee training matrix.

Section 9. Lack of Production Schedules

When any reduction in schedules leads to a loss of work, employees will be placed on layoff.

The Company agrees that support from the UAW will help ensure the appropriate procedure is followed. The Company agrees that the designated Shop Committeeperson will be included in the Plant Manning Meeting on a regular basis.

Section 10. Shift Preference

A. This Agreement between Nexteer Automotive, Saginaw, Michigan, and UAW Local 699. It is agreed that the following provisions will not conflict in any way the principle that this agreement pertaining to shift preference must have sufficient flexibility to give full protection to efficiency of operations under all circumstances and conditions. Further, the parties agree that the intent of the Local Shift Preference Agreement is for a person-for-person trade.

1. Once each four (4) months, except as otherwise provided herein, seniority employees may make application for transfer to another shift in the same department (for production employees) or same shift preference group for Skilled Trades, unless enumerated differently in an MOU as part of this agreement in which they are working at in the same classification (skilled trades employees must first exhaust their plant/dept/group first prior to shift preferencing low employee across site). Non-seniority EEs must have 90 days in order to shift preference and/or be shift preferred. The employee will be transferred to the shift for which the employee has made application provided the employee has seniority greater than the person the employee seeks to replace.
2. Qualifying employees will be allowed to shift preference, first day, upon transferring into another department.
 - a. When two (2) or more shift preference requests in the same department/shift preference group are submitted during the same application week, the highest seniority applicant will be moved against

the least seniority eligible employee of the affected job or classification, the second highest seniority applicant against the second least seniority eligible employee and so on.

3. Application for shift preference will be made no later than and will become effective only on Tuesday of each week. When an application has been submitted in writing and signed by a member of supervision, such application is irrevocable. Providing the employee meets the requirements of Paragraph A above, the shift change will be made on the second Monday following the effective date.
 - a. In regard to identifying the shift an employee is assigned for the purpose of shift preferencing, the hourly record keeping system record for employees will be paramount. Although Tuesday will be the effective point in time for shift preferencing, the hourly record keeping system record for the preceding Monday will determine what shift an individual employee is assigned for the week with the following exception:
 1. Employees falling within the guidelines of Paragraphs 5 below of this agreement are not eligible to be displaced via shift preferencing off the shift to which the employee is currently assigned.
 - b. Both employees being shift changed as a result of the above procedure will be notified no later than Tuesday preceding the effective date.
4. No further application for changes will be accepted for a period of four (4) months unless an opening in the same classification in the same seniority group or department should occur on another shift during the four (4) month period. In the event that such an opening does occur, preference will be given to the employee with the most seniority that has made application for that shift.
5. An employee who exercises shift preference in accordance with Paragraph 1 of this agreement and who within four (4) months is shift changed again may apply for transfer to another shift in the department in which the employee is working under the provisions of

this agreement but without regard to the four (4) month provisions in Paragraphs 1 and 3 above, in which event the provisions of Paragraph 2 will be applicable.

6. It is not Management's intent to apply the 28 Day Tag provision in such a manner as to prevent eligible shift preference applicants from exercising their shift preference. Further, when employees with more seniority are temporarily needed on another shift, Management will, when considering employee availability and qualifications to perform the job in question also honor seniority when more than one (1) employee is available and qualified.
7. Team Leaders will only shift preference against other Team Leaders within their department.
8. Seniority for shift preference for Major Machining employees will be by date of entry or plant seniority as follows: Employees who become Major Machining or employees newly hired as qualified Major Machining will have as a seniority date the date of their entry into the Major Machining classification for a period of one (1) year. After one (1) year, they will have as a seniority date the date of their plant seniority.
9. In the event two (2) or more non-skilled employees in the same seniority group have the same seniority date, reverse alphabetical order will prevail. For this purpose, "Z" has more seniority than "A".
 - a. In the event two (2) or more employees in the same skilled trades seniority group have the same skilled trades seniority date, plant-wide seniority will prevail.
 - b. Those employees who have been identified as Maintenance Leader or Tool and Die Maker Leader may apply on a site-wide basis for shift preference over the lowest seniority employee of their classification on the shift of their choice if they do not have sufficient seniority for the shift of their choice in their current department provided that Maintenance Leader or Tool and Die Maker Leader has been in their current position a minimum of six (6) months.

10. The Union has cited the problem lies where employees involved are not shift changed due to the absence of the bumpee for various reasons. The current plant practice is bumpees on sick leave are not active employees, thus, are not allowed to be bumped. When the bumpee is on vacation, on a “28-day tag”, or absent, the bumper is shift changed and the bumpee on return to equalization group/ work.

Permanent Layoffs

Any full-time employee as of December 8, 2015 that is permanently laid off under this section will have the option of taking a severance package. Payments will consist of \$1,500 for every month an employee has worked up to \$40,000 and sever all ties to Nexteer Automotive.

Under special circumstances and if all parties are in agreement, situations will be handled on a case-by-case basis.

ARTICLE 9 LEAVE OF ABSENCE

Section 1. Personal Leave.

An informal leave of absence may be granted for personal reasons for a period not to exceed thirty (30) days, upon application of seniority employees to and approval by their respective Group Leader. Such leaves of absences shall not be renewed, seniority and benefits will accumulate during the leave.

- A. Seniority employees requesting a formal leave of absence for personal reasons, shall first make application in writing to the Human Resources Department on the form provided. Such leave of absence may be granted to employees for not more than ninety (90) days on approval of the Local Management when the services of employees are not immediately required and there are employees available in the plant capable of doing their work. A formal leave of absence may be granted under foregoing conditions for not more than ninety (90) days provided that an employee does not work in any occupation for their own gain during such leave of absence unless mutually agreed by the company and the Union. A formal leave of absence may be granted under the foregoing conditions for a period exceeding 150 days but not to exceed 180 days if required for the purpose of traveling to a foreign country. Such leaves of absence may be extended but, the approval of the Plant Manager, or designated representative, is required in such cases. Seniority will accumulate during the period of a formal leave of absence. Such formal leave of absence will not be granted to employees who are laid-off and will not be extended for employees who would have been laid-off had they been working during their leave.

Section 2. Bereavement Leave.

When death occurs in an employee's immediate family as defined below, the employee, on request, will be excused as follows:

- A. The first five (5) normally scheduled working days in the case of the death of an:
- o Employee's current spouse,
 - o Employee's parent or parent of current legal spouse,
 - o Child, Child of Current Legal Spouse, or stepchild.

- B. The first three (3) normally scheduled working days in the case of the death of an:
- o Employee's Grandparent or Grandparent of Current Legal Spouse,
 - o Employee's Legal Grandchild,
 - o Employee's Step-Parent or Step-Parent of Current Legal Spouse
 - o Employee's Brother, Half-Brother or Step-Brother,
 - o Employee's Sister, Half-Sister or Step-Sister.
- C. One (1) normal scheduled working day in the case of the death of an
- o Employee's great-grandparent or Current legal spouse's great-grandparent,
 - o Employee's current brother-in-law or sister-in-law

Bereavement days are excluding Saturdays, Sundays, and holidays unless these are your normal scheduled shifts, the days for bereavement should be immediately following the date of death (in some cases this could be extended up to a 20-calendar day period following death when services are so scheduled, employee must contact HR to make these arrangements).

Employees excused from work under this Section shall, after making written application, 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.

For absences not covered, such as funeral of relative not covered by bereavement, the employee must provide documentation within two weeks of absence or the absence will remain unexcused and accrue points.

- Must provide proof of relationship for funerals of a relative.
- Excused absences for funeral are for the day of the funeral only, and only if the funeral is during your normal working hours

Section 3. Jury Duty

Employees with seniority who are summoned and report for jury duty (including coroner's juries), as prescribed by applicable law, or who report for pre-jury duty examination required by the court or administrative governmental agency, shall be paid by the Corporation the wages (including night shift premium) they otherwise would have earned by working during straight-time hours for the Corporation for the day on which they report for pre-jury duty examination, and

for each day on which they report for or perform jury duty and on which they otherwise would have been scheduled to work for the Corporation.

Employees with an established shift starting time on or after 7:00 p.m. and on or before 4:45 a.m. will be excused from work on either their shift immediately preceding the jury service, or their shift immediately following the completion of the jury service, at the option of the employee. Such employee must notify their immediate supervisor of their election prior to being absent from work.

In order to receive payment, employees must give Management prior notice that they have been directed to report for pre-jury duty examination or have been summoned for jury duty and must furnish satisfactory evidence that they reported for such examination or reported for or performed jury duty on the days for which they claim such payment. The provisions of this Paragraph are not applicable to employees who, without being summoned, volunteer for jury duty.

Section 4. Union Leave

Upon prior written notice to the Company of at least thirty (30) working days, any employee who is appointed or elected to serve as a full-time officer, or representative of the Regional or International Union may be granted a leave of absence without pay and benefits for the purpose of such full-time duty not to exceed one calendar year. Renewals of such leaves may be granted upon written request at least thirty (30) calendar days prior to the current expiration date of such leave.

Barring any unforeseen business circumstances, the company will make every effort to grant elected delegates a union leave to attend the UAW Bargaining Convention and the Constitutional Convention. Seniority shall continue during such time.

Other leaves of absence for union activities will be submitted by the union President or appropriate designee and may be granted by the company upon receipt of a written request 48 hours in advance that details the specific need and length of time. Each request must be submitted to the Human Resources Business Partner. Any issues related to this provision will be reviewed by the Labor Management Relationship Committee.

Section 5. Family and Medical Leave Act:

Nexteer will follow federal regulations regarding Family and Medical Leave Act of 1993 (FMLA).

- Employees will be required to substitute vacation “VP” and/or excused absence allowance for FMLA unpaid leave except for restricted Vacation (VR)
- Employees that are married to each other and both working for Nexteer will be allowed to have a combined 12 weeks of FMLA leave as allowed per federal law.
- Nexteer will automatically designate and apply absence time that is compensated under the Disability provisions against an eligible employee’s FMLA entitlement.
 - o If an employee is pending worker’s comp (WC) leave approval and VP time is applied during the elimination period and is then approved for the WC leave, the employee will be provided the option to have the overpayment deducted and the VP adjusted, or they can choose to have a VN code to be used as time off without pay at a later date within the same calendar year as the VP was granted. VN time will be counted towards their 40 hours worked.
- Employees must elect which PTO balance (if any) and the number of hours they desire to have applied towards their FMLA entitlement via the Self-Service Site or Employee Call-In Number. (Example: VR – 12 hours, Deferred holiday – 8 Hours).
- It is understood that any election outside of “VP” will be on a voluntary basis. Verification of such election will be furnished promptly to the employee after making such election.
- It is understood that after paid VP accruals have been exhausted, and those employees who choose not to elect additional PTO accruals to run concurrent with their FMLA leave, will be considered inactive during the remaining periods of FMLA usage.
 - o Employees who are considered to be inactive under this provision will have their attendance infractions extended out equal to the duration of such inactive period.

Section 6. Medical Leave

Medical leaves of absence may be granted for illness or injury upon presentation of satisfactory medical documentation to the Company's designated disability administrator for approval. (See Nexteer's Disability Medical Leave Policy). Qualifying disability leaves will be run concurrently with FMLA where applicable.

Section 7. Military Leave

Employees who enter either active or inactive training duty or service in the Armed Forces of the United States will be given a leave of absence subject to the conditions herein. Upon submission of satisfactory proof of pending induction for active service, such employees may arrange for the leave to begin up to thirty days prior to the induction date. The leave shall not exceed the term of the initial enlistment and one (1) consecutive re-enlistment. In no event will the period of such leave exceed the guidelines as indicated in the United States Department of Labor's USERRA policy, except when additional service is involuntary. Seniority will accumulate during the period of such leave. Upon termination of such leave, employees shall be offered re-employment in their previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event they will be offered such employment in line with their seniority as may be available which they are capable of doing at the current rate of pay for such work, provided they meet the following requirements:

- A. Have not been dishonorably discharged
- B. Are physically able to do the work
- C. Report for work within ninety days of the date of such discharge, or ninety days after hospitalization continuing after discharge.

The seniority of the employee who fails to report for work within the times specified in Section 7, C, shall be automatically broken.

As used in this paragraph, "Armed Forces of the United States" is defined as and limited to the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard, Air National Guard or any reserve component thereof.

Employees with seniority who are called to and perform short-term duty of thirty days or less, including annual active duty for training, as a member of the United States Armed Forces Reserve or National Guard, shall be

paid as provided below for days spent performing such duty provided, they would not otherwise be on layoff or leave of absence.

A payment will be made for each day, except for a day which they receive holiday pay, which they would otherwise would have worked equal to the amount by which their straight time rate of pay as of their last day worked plus applicable night shift premium (but not including overtime) for not more than eight (8) hours, exceeds their military earnings for that day including all allowances except for rations, subsistence, and travel. Except for short term active duty of thirty (30) days or less performed by employees called to active service in the National Guard by the state or federal authorities in case of public emergency (e.g., disaster relief) payment is limited to a maximum of a fifteen (15) working days in a calendar year.

In order to receive payment under this Paragraph, employees must give Management prior notice of such military duty and, upon their return to work, furnish Management with a statement of the military pay received for performing such work.

Section 8. Leave of Absence for Public office

Employees with seniority elected to public office may make written application for a leave of absence for the period of their first term of active service in such elective office. Additional leaves of absence for service in elective public office will be granted upon written application by such employee.

Employees with seniority who are appointed to a position as administrative assistant in a Congressional or Senatorial office, or to an administrative position in a State Agency, or as a Labor Representative on a Community Agency, or to a non-civil service governmental position which is not generally available to an applicant for employment, or as a full time officer in a credit union, may make written application for a leave of absence for the period of their active service in such position, not to exceed one year. Such leave will be renewed upon written application by such employee. Employees granted a leave of absence under this section, shall be guaranteed reemployment, at the then current rate of pay, if there is sufficient work available which they are physically capable of doing and to which they may be entitled on the basis of seniority. Seniority will accumulate during the period of such leaves.

Section 9. Return from Leave(s)

Employees returning from a leave of absence will return to the same plant, job classification and department provided they are capable of doing the work and they do not displace a higher seniority employee having seniority in their group.

In the event the employee does not have sufficient seniority to be placed as indicated above, the employee's placement will be handled in accordance with the statement concerning Transfer of Employees during Periods of Reduction Agreement.

Section 10.

Leaves of absence including sick leaves that are granted subject to the following conditions:

- A. Employees on leave may return to work in line with their seniority before the expiration of their leave providing not less than seven (7) days' notice is given to Management. The return within the seven-day period is at the option of Management. Employees who fail to return to work-in accordance with the notice as given shall be considered as having voluntarily quit unless they have a satisfactory reason.

- B. Employees who fail to report for work within three working days after the date of expiration of the leave, shall be considered as having voluntarily quit unless they have a satisfactory reason; provided, however, that in the case of failure to report for work within three working days after the expiration of leaves of absence granted under Article 9 and in the case of leaves of absence granted under Article 9 section 6, Medical Leave where management has refused to grant a requested renewal of the leave, Management will send clear written notification to such employees' last known address as shown on the Company records, that their seniority has been broken and that it can be reinstated, if, within five specified working days after delivery or attempted delivery of such notice, they report for work or properly notify Management of their absence. A copy of such Management notification will be furnished promptly to the Chairperson of the Shop Committee. If such employees comply with the conditions set forth in the notification, their seniority will be reinstated if it has not otherwise been broken; however, such reinstatement shall not be construed as limiting the application to their cases of the Shop Rule regarding absence without reasonable cause.

- C. 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 Article 9, Section 6 and Section 9, the period which breaks seniority shall start from the date such employee would otherwise have been laid off.

ARTICLE 10
BARGAINING UNIT WORK

Section 1: Supervisory employees shall not be permitted to perform work on any hourly-rated job except in the following types of situations;

- A. Emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations. Communication will be given to the District Committeeman and Area Manager discussing the situation/ circumstances prior to work being performed.

- B. In the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

Complaints of repeated violations of this paragraph will be handled under the provisions of the grievance procedure. For the purposes of this special procedure only, prior to being referred from the plant, the problem will be discussed at PJAC and if still unresolved will be referred to the Labor Management Relationship Team Meeting.

ARTICLE 11 HOURS OF WORK

Section 1.

This Article is intended only as a basis for calculating and scheduling overtime and other issues relating to working hours and shall not be interpreted as a guarantee of pay or hours of work per day or per week. Overtime or premium payments shall not be paid more than once for the same hours worked, nor shall they be pyramided or deferred for future use unless authorized through the Overtime Reimbursement Procedure MOU. The work week shall be a calendar week beginning and ending on days and times set by the Company, with the normal work being Monday through Friday. The workday shall be defined as twenty-four (24) consecutive hours, beginning with the time that the employee's shift begins.

Section 2.

For the purpose of effective and efficient plant operations, the Company shall have the sole right to change shift hours. The Company shall provide the Union and affected employee(s) with notification of such change. Nothing herein shall preclude the Company from adopting a schedule wherein an employee(s) may have one (1) or more days off per week (which days need not be Saturdays or Sundays) as part of an alternate work schedule. The Company shall inform the Union and affected employee(s) when the Company determines to use an alternative work schedule not less than two (2) weeks prior to such schedule being implemented. When an alternative work schedule is implemented, it is with the understanding that pay premiums will not be paid to employees for work performed as part of the defined alternative work schedule up to 40 hours per week unless specifically stated otherwise within this Agreement or supplement thereto. Hours worked outside the defined alternative work schedule shall be paid according to the applicable pay provisions of this Agreement. It is further understood that in implementing the alternative work schedule, necessary provisions of the Agreement such as holiday, vacation, relief, etc., will be modified, to the extent possible to ensure that employees are neither advantaged nor disadvantaged.

Section 3.

An employee shall be paid time and one-half for actual hours worked in excess of forty (40) hours in the employee's work week, less all time

for which holiday overtime has been earned. An employee shall be paid double time for actual hours worked on Sundays in excess of forty (40) in the employees' regular work week. In determining actual hours worked, the following will count towards the forty (40) hours:

- Short term military leaves
- Paid vacation days
- Jury Duty
- Paid bereavement
- FMLA when concurrent with paid vacation
- Onsite training
- Workers Comp
- Holiday credit
- Apprentices
- Union Business

Section 4. The Company shall have following rights regarding the scheduling of overtime.

- A. **Daily Overtime** - Hours in excess of nine (9) hours worked per shift shall be voluntary, except as otherwise provided in this agreement. (Alternative Work Schedules (AWS) may require different scheduling that are enumerated in the AWS MOU). The ninth (9th) hour to be worked "over" unless business case demonstrates customer schedules cannot be met with in that timeline and communicated to the Plant Union Representatives.
- B. **Saturday Overtime** - Employees may be required to work Saturdays; however, except as otherwise provided in this agreement, an employee who has worked two or more consecutive Saturdays in their department may decline to work the following (third) Saturday provided the employee has not had an unexcused absence during the week preceding the Saturday. For purposes of this paragraph, Saturday work does not include any hours worked on a Saturday by employees regularly scheduled to work on Saturday or any portion thereof as the normal fifth day worked.
- C. **Sunday Overtime** - Overtime work on Sundays shall be voluntary and employees may decline to work on Sunday provided the employee has notified Management. 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.

Provided the forty (40) hour threshold is met, premium pay will be paid in accordance with the provisions above (excluding holiday pay, unless otherwise agreed to in a separate MOU or supplemental attachment). Issues arising from the interpretation of this agreement will revert to the Premium Time Calculation Guide.

Section 5. Temporary Transfers - “Farm Out”

Farm Out - When it becomes necessary for a Group Leader to temporarily assign (Farm Out) employees to another department, it will be done on a fair and equitable basis.

It is not Management’s intent to promote the “farming out” of employees as a regular practice. However, the parties agree that situations will arise that will necessitate the need to “farm out” employees. Management reaffirms that this should be an exception and not a norm and that farming out will be done in a fair and equitable manner. Excluding emergency situations, employees who are “farmed out” will not be required to return to his/her home department to work the 9th hour.

- A. Applies to employees reassigned outside of their home department on straight time hours. (A farm out should not be used to circumvent overtime in the department they are farmed into while creating the need for overtime in their home department.) The overtime equalization rights of an equalization group being supplemented do not extend to farmed-in employees.

Any issues arising from this section, should be discussed during the PJAC meeting or with the plant HRBP.

Section 6. Overtime Equalization

Overtime Provisions regarding calculation of hours and charging:

- Supervisors/Managers will equalize overtime within a department, job classification and shift and post all hours charged during the previous week. Each employee is responsible to review the hours.
- New employees that transfer into the department will be given the average number of hours from the most recent equalization list. Probationary employees will average in after they have reached 90 days.
- Employees are obligated to their own shift and department before working overtime in other areas of the plant/site.

- Probationary employees will be included in the department listing.
- Hours lost by an employee because of a disciplinary layoff will not be credited as if they have been worked. If the penalty is rescinded in part or in whole, however, the employee will be credited only with the hours covered by the penalty for which they are compensated for in the form of back pay.
- Posting of Equalization of Hours Charts. Tuesday is Weekly Target Day - the equalization of hours charts “will be openly displayed in such a manner that the employees involved may check their standing.” It is recognized that proper implementation of this means timely posting of the previous weeks credited hours.
- Committeepersons will be listed on the equalization records but will not be credited on them as long as they retain their status unless working outside of their elected office. When they cease in their capacities as such, they will be given the average overtime hours for the group.
- Alternate Committeepersons will be listed on the equalization record and should be charged for all eligible hours within their home department except for the overtime hours worked while acting as District Committee Person that would not have been offered to them in their home department.
- Seniority employees transferred or shift changed (including 28-day temporary tags) from one equalization group to another will, for the purposes of equalization, given the average number of hours of the group they enter. In groups with a disparity of 100 hours or more, average hours will be determined by deducting hours accumulated by employees working outside the group prior to averaging. This paragraph applies to assignments and excused leaves of more than twenty-eight (28) days.

Section 7. Overtime Process

A. Voluntary Overtime

1. In order to streamline the overtime process, employees that desire to work overtime will have the ability to sign up for the days that they want to volunteer. A weekly calendar will be used for employees to enter their names on the days that they are willing to work. When overtime is available, the employees that have signed up will be notified in order of their equalization position.

- a. Employee that volunteered but were not offered will not be charged.
- b. EE's not capable of performing the job will be bypassed and charged.
- c. EE's called at home will not be charged
- d. All employees that have less hours than the highest volunteer will be charged all available hours.

B. Mandatory overtime

1. Force low hours
 2. Won't force 3rd Saturday if employee has worked 2 consecutive Saturdays in home department/shift.
 3. Management can force one additional hour of overtime per day (regular work day) when employee's regular work schedule is less than 12 hours.
 4. Pre-approved vacations will be honored during periods of mandatory overtime. Employees that are on vacation for the last half of their regularly assigned shift on Friday or the first of their shift on Monday will be excluded from Mandatory Weekend Overtime.
 5. Exceptions to this provision will be documented on the employee's vacation slip by the employee and approved by the Group Leader.
- Example 1:
10-person department
6 people sign up for voluntary overtime on the sign-up sheet
Only need 3 people to work
Working: Supervisor would notify the 3 employees that are lowest in hours from the sign-up sheet.
Charging: The 3 employees who worked will be charged for all hours at overtime rate.
 - Example 2:
10-person department
Need 8 people
0 volunteers
Supervisor would notify the 8 employees that are lowest in hours from the department list.
Charging: The eight people who worked will be charged at the overtime rate.

- Example 3:
10-person department
Need 4 people
2 volunteers
Supervisor would notify the 2 employees that are on the sign-up sheet and the 2 employees that are lowest in hours from the department list.
Charging: Overtime hours will be charged to the employees that worked and all employees that have less overtime hours than the highest volunteer.

Site-wide Voluntary Overtime Application

The parties agree to form a joint committee of Union and Management team members to develop and implement an electronic voluntary overtime app and process, for employees to apply to work voluntary overtime throughout the site. The parties agree that this application can be mutually beneficial to the company and employees, to fill customer requirements while reducing the need to utilize mandatory OT.

This application will allow employees the opportunity to develop and utilize their skillsets in departments across the site that have a need for overtime.

The parties agree that the use of this application will not eliminate management rights to utilize mandatory overtime language but will be utilized to provide proficient employees the opportunity to work and assist in meeting the needs of the business, while providing employees an enhanced work life balance.

The program and development will be discussed and mutually agreed to between the Union and Management bargaining teams. Details will be shared with the membership once finalized.

C. Weekend Overtime - Training Assignment

Training assignments may require an employee to be in the vicinity of their job, in another area of the plant, in another site facility, or offsite. An attempt will be made to contact such employees to offer weekend overtime, per the overtime sign-up sheet. If such employees cannot be contacted directly, such employees will not be charged for these overtime hours.

D. Daily Overtime - Training Assignment

Employees who have been temporarily transferred to another shift for longer than two working days to attend training classes will be averaged into the appropriate equalization group on the shift that they are attending training for the remainder of the pay period, unless an agreement is made between the employee and Management. When the employees are returned to their original equalization group, all hours that they had worked or had been charged for refusal in their temporary equalization group will be transferred with them and will be added to the hours they had accumulated in their original group prior to their temporary transfer. Should the training require the employee to be out of the vicinity of this location, or the regular shift starting times of their temporary equalization group are in conflict with those of the training class, so as to make it impractical to work the overtime, the hours that become available will not be offered during the week and will not be charged against the employee.

The training notice will include class, date, time, class length, location and any special instructions for the training.

With respect to Section C and D, for the interest of clear communication, the default is that employees are expected to report to their home department at their normal start time. The exception to the rule is when the employee is given written instructions by their group leader to report directly to the training at the designated time. The written instructions may be communicated in writing via text, email, or hand written.

Equitable Sharing of Overtime - Within Groups equalization of overtime concerns should diminish and that the overtime groups should be able to achieve a level of maximal equalization by following a “low person” concept. In instances where two (2) or more employees have an equal standing in total hours, the following order will be used to determine the employee that should first be offered the available overtime:

- Highest plant seniority. (If skilled trades, Highest Nexteer Seniority trades date).
- Highest Nexteer Site Seniority date. (If skilled trades, highest Nexteer Site Seniority trades date). (If tied)
- Last name in reverse alphabetical order. (“Z” will have preference over “A”).

Such a scheduling format must have sufficient flexibility to ensure maintaining quality, efficiency of operations, and capable operators at all times.

E. Skilled Trades Equalization Groups - Journeypersons and Journeypersons-In-Training- Seniority, (J.I.T.S.), will be combined for equalization purposes in the same group by classification, by shift, in the same plant-department. Employees-In-Training, (E.I.T.) and Employees-In-Training seniority (E.I.T.S.) will equalize by classification, by shift, in the same plant/department.

1. When scheduling full shift overtime only, Journeypersons and Employees -In-Training-Seniority in current skilled equalization groups will be afforded the first opportunity to perform this overtime work.
2. If additional staffing is required, it should be obtained from the Apprentices and E.I.T.s., although the O.E.A. does not apply to Apprentices, overtime should be offered to Apprentices and E.I.T.'s in a fair and equitable manner as far as practicable.
3. All Apprentices, E.I.T's and Direct Entry employees will equalize overtime in their respective trade group according to the low man concept. Apprentices, E.I.T's and Direct Entry employees will be the last persons asked for any discretionary overtime that could become available. Once an Apprentice, E.I.T. or Direct Entry person is converted into journeyman status they'll equalize overtime as journeyman in that group accordingly.
4. During the week, MA8J/TD9J's will perform all team leader duties and be charged overtime hours in their respective trade. On the weekend, if no team leaders will be utilized, the MA8J/TD9J's, provided they are low, will be offered overtime in their respective trade.

F. Overtime - Advance Notice - Posting Notices - Employees on Union Business at the Union Hall - Providing employees with advance notice of overtime and/or the cancellation of scheduled overtime, is essential to ensure the employee can maintain a

proper home/work balance. Therefore, employees will be given reasonable advance notice of overtime and/or the cancellation of scheduled overtime. Last minute schedule changes, equipment breakdowns, absenteeism, and other unforeseen circumstances resulting in a need for overtime work may restrict the extent to which advance notice can be given. Outside such extenuating circumstances management commits to uphold the following:

1. With respect to **daily overtime**, sincere efforts will be made to advise employees of such before the last lunch period of the shift on which the overtime is so scheduled. It is understood, however, that should this become impractical due to unforeseen circumstances, those employees who are asked to work overtime during the last two (2) hours of the shift (regularly scheduled eight (8) hour shift) on which the overtime is to be worked and who subsequently refuse such offer of work, will not be charged for those hours. In situations when it is sufficiently known in advance, such as covering for scheduled vacations that will require overtime for several continuous days, employees so affected will be given as many days' notice as is practicable.
2. With respect to weekend overtime, sincere efforts will be made to advise employees as early as Thursday proceeding the weekend involved. When whole departments have been scheduled to work weekend overtime and the "C" shift advisor has information sufficiently in advance that such schedule will continue, "C" shift employees will be notified on their Thursday (shift starting Wednesday night). Notices will be posted of department weekend overtime in an appropriate place within the affected department. Employees that have not been advised of all available weekend overtime during their regular work week and prior to the last scheduled lunch period on their shift on Friday preceding the weekend, will be charged only for those hours that have been made available prior to the weekend. 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 four (4) hours pay, except in the case of labor disputes, or other conditions beyond the control of the Company. However, employees may

be required to perform other work within their respective equalization group.

Employees that have accepted the available weekend overtime will be offered any available overtime that is in addition to that which has been scheduled prior to the weekend and will be charged only for those hours accepted.

3. In the event an employee is excused for one (1) or more days for union business at the Union Hall, they will be notified of available overtime in their equalization group for the day following the union business absence, provided the employee would be scheduled to work and provided further that the advisor is able to speak directly to the employee by telephone or in person. If they are unable to make such contact, the advisor will proceed to make arrangements for another employee to work.

G. Balancing of Equalization Hours - (year-end) - The intent of the equalization of hours is to afford employees an equal opportunity of accepting or declining such premium pay hours throughout the year. So as not to advantage or disadvantage employees for the acceptance or refusal during the year, of overtime that has been offered within the prescribed time frames in this agreement, the Parties agree to the following: At the end of each calendar year, on the first Monday following the Christmas holiday period, each employee in each equalization group will have their hours set back to zero (0).

H. Special Assignment - Overtime

During current negotiations, discussions occurred regarding the eligibility for overtime of employees working on temporary assignments. The parties agreed that such employees are entitled to consideration for overtime scheduling.

Section 8. Joint Statement of Understanding Equalization of Overtime Hours.

The Parties are in agreement that if there was no overtime paid, there was no overtime worked and no violation. Additionally, the only employees entitled to overtime when overtime is worked are those employees within the equalization group impacted and it is Management's responsibility

to ensure that the employees within the equalization group are offered such overtime. A general rule of thumb when augmenting a primary equalization group, and such augmentation results in overtime being paid, is for the scope of selection to extend to the four (4) hours of abutting shifts Monday through Friday. On weekends and paid holidays, the contractual rights to overtime are the primary equalization group's department and shift on jobs within the equalization group. However, it would also be preferable to utilize the abutting shift or shifts during weekend and holiday overtime to promote consistency in augmentation, a higher level of experience in operators and to help in maintaining an acceptable balance of hours across shift lines. Accordingly, the parties agree that all past practices, understandings, and grievance settlements that do not support the intent as set out in this article are no longer valid. Both parties commit to the proper administration of overtime providing the teams with sufficient information to ensure compliance.

The agreement endorses the "low person concept" in selecting employees from within an equalization group to work overtime applicable to the equalization group. This is possible because within a properly functioning team employees are rotating on all of the jobs within the team. Therefore, if Management does not offer overtime to the employee lowest in hours in the group, it is incumbent upon Management to justify its rationale to the impacted employee and/or the appropriate Union representative. Acceptable justification could include such things as, the employee has not yet demonstrated proficiency on the job available, the employee has opted out of rotation, the work in question is new to the group and the employee has not yet achieved proficiency, or due to factors outlined in the Medical Related Services Section.

Section 9. Equalization of Overtime Across Shift Lines (Disparity of Hours)

Both the Union and Management agree it is desirable to maintain an acceptable balance of overtime hours across shift lines. The parties discussed the Union's proposition that a maximum spread of one hundred (100) hours be maintained across shift lines. It was concluded that while such a spread is generally maintainable, it would, from time to time, create a requirement to assign overtime ineffectively. On that basis, Management will minimize the spread of hours between shifts engaged in similar work, taking into consideration the performance of the respective shift group relative to quality and efficiency of operations. In determining the extent of the disparity of hours across shift lines, several factors must be considered to gain a more accurate perspective of total hours of "disparity" that actually exist. For the computation of any imbalance, the following will be taken into consideration:

1. Hours that have been charged to employees while working outside of their department and equalization group does not count when calculating disparity.
2. Hours charged employees for refusal of overtime. (“red hours”)
3. Hours that accumulate on shifts for excessive absentee coverage. (I.e., extended sick leaves, personal leaves, disciplinary leaves, etc.)
4. Another factor to be considered would be any large imbalance in the total number of employees that are engaged in similar work between each of the shifts in question.

Where undesirable balance of hours persists, such issues will first be addressed by the plant Quality Council. If the issue is not resolved there, it will be referred to and resolved at the Joint Labor Management Relationship Committee. The scope of the review will cover how the imbalance evolved and the factors listed above.

Section 10. Equitable Sharing of Overtime within Groups

Management will provide a fair and equitable distribution of overtime hours within the framework of this article. Continuing effort will be made by Management to minimize the spread of overtime hours within each group by a frequent review of the equalization of hours records.

Section 11. Transfer for Equalization

It is not Management’s policy to transfer employees for the single purpose of achieving more balanced hours in equalization groups. Any problem arising in this area will be handled on its merits.

Section 12. Overtime - Powerhouse (PH2J)

Due to the requirements of full-time manpower coverage and other unique situations that are inherent to the efficient operation of our Powerhouse facilities, the parties agree that the established methods of equalization of overtime for employees classified PH2J will remain unchanged for the duration of this agreement. Any modification of these currently established methods must be approved by mutual agreement between the Shop Committee and Management.

Section 13. Scheduling Overtime – Team Leaders

Management will assign team leaders for overtime based on the need by classification within the team. Consistent with this, it is not the intention of Management to schedule team leaders for overtime work in a manner which would deprive the regular operator of work opportunities in violation of the Overtime Equalization Agreement.

Section 14. Pay for Time Not Worked

Each and every employee has specified shift hours and is paid on the basis of the number of hours actually worked. No employee should begin work prior to, or continue to work subsequent to, the scheduled shift hours unless authorized to do so by Management and compensated appropriately.

INTEGRITY OF AGREEMENT- The parties recognize the desirability of maintaining the integrity of the Equalization of Hours agreement. Therefore, it is understood that no agreement, understanding or interpretation will be entered into which will supersede, conflict or modify any provisions of this Agreement. Accordingly, deviations can be made only by mutual agreement between the Shop Committee and site Staff Labor Relations.

ARTICLE 12 SAFETY AND HEALTH

Section 1 - The implementation of actions to help employees realize a healthy, injury-free environment is a leadership responsibility. The parties agree to use their best efforts jointly to achieve these objectives. To this end, the UAW and Nexteer Automotive have entered into the following agreement which embodies the spirit of the concern shared by the UAW and Nexteer for the health and safety of employees.

Nexteer and UAW Local 699 are committed to responsible environmental stewardship and to providing a work environment that protects employee health and safety. It is our policy to comply with all applicable environmental, health and safety laws. We believe that it is each employee's responsibility to report violations of environmental and employee health and safety laws, regulations and policies consistent with applicable laws and regulations.

We need the involvement of all employees to make Employee and Visitor safety the best it can be. As part of everyone's job, Employees are expected to abide by all state and federal health and safety laws, as well as Nexteer's safety rules. In addition, the Company will provide the required training for Employees in the proper and safe use of Nexteer facilities and equipment. If a health and safety hazard is identified, the Company will take appropriate action to eliminate or avoid exposure to this hazard.

Nexteer encourages Employees to be alert and speak up if they see any safety hazard, unsafe act and/or unsafe conditions. If an Employee has knowledge of such, they should report it to their Supervisor ***immediately***. Suggestions of how to make the organization a safer and more secure one, or reports of damaged equipment, should be directed to the Supervisor.

Nexteer Automotive has long recognized that employees are its most valuable asset. The health and safety of employees is vital for the effective and efficient operation of the Company. The Local Joint Health and Safety Committees and Plant and Site Review Boards have been effective at resolving most health and safety concerns within plants.

Nexteer leadership and the UAW have demonstrated a visible commitment to protecting employees from workplace hazards that resulted in a significant reduction in injuries and illnesses. In order to continue a safe environment, the following committees will assist in that objective: Plant

Safety Committees (PSC), Site Safety Committee (SSC), and Local Joint Health and Safety Committee (LJHSC). Nexteer and the UAW will work together to determine the functions and members of these committees including a process designed to review the Nexteer's health and safety performance and monitor the implementation of its health and safety programs.

The Plant Safety Review Boards (PSRB), which consists of the joint local leadership and the Local Joint Health and Safety Committee (LJHSC) agree to develop leadership training in health and safety at the Saginaw Site. This training will be extended to other members of plant leadership including supervisors and committeepersons. The parties are committed to jointly work toward a safer workplace through the joint involvement of all employees and will provide general awareness training for hourly employees that include, an overview of the health and safety leadership process and associated responsibilities.

The Company and the Union should work in an innovative manner to identify and correct potential hazards. The process used to correct potential hazards is the "Hierarchy of Controls", which describes the process of consideration of higher-level controls such as elimination or engineering before administrative procedures or personal protective equipment.

Included in Section 7 of this Article is a Site Safety Review Board process designed to review the unit's health and safety performance and monitor the implementation of its health and safety programs. Nexteer is committed to a fast response approach to any and all issues related to the health and safety of its employees.

The Leadership of Nexteer and UAW Local 699 will continue to support all efforts in maintaining and improving a safe and healthy working environment. The parties agree to use their best efforts jointly to achieve the following objectives:

- Demonstrate top leadership commitment to health and safety.
- Continuously review and monitor progress of the facility's health and safety process, including the efforts to change the safety culture.
- Assure priorities/expectations are set and communicated to all employees.
- Demonstrate an attitude that will motivate employees to work in a safe manner.

- Utilize proper ergonomic designs in all processes and equipment.
- Support an ergonomic process to identify and abate ergonomic risk factors in existing and in future as outlined in the ergonomic audit module.
- Provide employees with the procedures and safe work instructions to perform tasks in a safe manner.
- Employees may question an order when they feel the job puts them in harm's way or violates the company's H&S policy, procedure or process.
- Conduct safety observation tours to support efforts to prevent injuries.
- Identify and promptly correct unsafe conditions/practices.
- Demonstrate the message, "*I Care*" through frequent safety contact with employees.

Compliance:

To comply with the Saginaw Site health & safety rules and policies, the following must occur:

- All Nexteer's health & safety rules must be permanently posted on all Saginaw site communication boards.
- An Employee's Supervisor must explain the safety rules to each of their Employees.
- All Nexteer's Employees should speak up if they observe another Employee's unsafe behavior or if a health & safety rule infraction has occurred.
- Compliance to Nexteer's health & safety procedures is required regardless if an Employee sustains an injury and/or illness.
- Management and the Safety Representatives will assure compliance with Nexteer's health & safety procedures through the use of formal weekly safety observation tours.

Section 2. Local Joint Health and Safety Committee

The LJHSC will operate and function in line with the structures outlined in previous agreements.

Section 3. UAW/Nexteer Health and Safety Process

The parties have developed a joint health and safety process that allows for continuous improvement and the resolution of health and safety issues, differences, and misunderstandings. That process provides for the review,

and expeditious resolution of health and safety issues, at various levels:

- The Local Joint, Health and Safety Committees
- Plant Safety Review Boards
- Site Safety Review Boards (SSRB)

The parties recognize that Section 4 of this Article describes a procedure for making a complaint and resolving health and safety issues arising at the plant level. Additionally, the parties agree that health and safety issues that meet any of the following criteria may be resolved in an expeditious manner using the procedure described below if the issue:

Involves a disagreement about imminent danger (as determined by the JLHSC)

- Would significantly impact the Saginaw Site
- Involves a policy issue not already covered within the UAW-Nexteer jointly agreed upon policies for health and safety, and/or the Local Agreement
- Is a result of new processes or technological advances

Section 4. Complaint Procedure

- A. Each District Committeeperson shall conduct a safety observation tour in their district one weekday each week for the purpose of examining health and safety conditions. The Committeeperson may call for the Local Joint Health and Safety Committee to address complaints by employees concerning health and safety issues, with the understanding the District Committeeperson will have discussed with the supervisor, and failing successful resolution, with higher supervision, any problems which the Committeeperson feels requires correction after every reasonable effort had been made to settle the complaint at this point through discussion. He/she may then take the complaint up in accordance with the grievance procedure if the problem remains unresolved, by completing a "Health and Safety Complaint Form" in writing, which will include a statement of all the facts of the complaint.
- B. The Plant and Local Joint Health and Safety Committee will within two (2) working days visit the area where the complaint arose and observe the conditions. Within a maximum of three (3) working days from the day of their visit, the Plant Safety

Committee will answer the complaint in writing. A unanimous decision by the Plant Safety Committee will settle the issue. Failing such unanimous decision, the complaint will be discussed at a special conference attended by the Union and Management members of the Plant Safety Committee, the Chairperson of the Shop Committee or the Chairperson's designated representative, and another member of Management. If the parties are unable to resolve the complaint in the special conference, the complaint will be answered by Local Management within five (5) working days. Thereafter, step three (3) of the grievance procedure will be applicable.

Section 5. The Company agrees to:

- A. Provide, repair, replace and update equipment for measuring noise, air contaminants, and air flow, including smoke tubes, which will be available for use by the representatives of the Local Joint Health and Safety Committees, established pursuant to Section 2 hereof. Industrial Hygiene monitoring equipment authorized by the Local Joint Committee will be available as requested for use by the representatives of the Local Joint Health and Safety Committees.
- B. Provide to employees who are exposed to potentially toxic agents or toxic materials, at no cost to them, those medical services, physical examinations and other appropriate tests including audiometric examinations, lung function tests, and appropriate medical surveillance as deemed necessary by medical staff and identified by the Local Joint Committee on Health and Safety at a frequency and extent necessary to determine whether the health of such employees is being adversely affected. Also, to provide the specific tests required for employees in jobs with special physical requirement.
- C. Direct Local Management and Local Joint Health and Safety Committees to provide prompt notification of fatalities, serious accidents or incidents including chemical spills, having potential for serious injuries or illnesses to the International Union Health and Safety Department. After making appropriate arrangements, a prompt investigation may be made by a team from the International Union in accordance with the "Special Review Board" procedure.

Section 6.

Nothing herein shall be construed to restrict any employee's rights under Section 502 of the Labor-Management Relations Act, 1947, as amended or Department of Labor Section 11C.

Section 7. Health and Safety

A. Corrective Counseling –

Nexteer Automotive recognizes the responsibility of management to provide appropriate training, leadership, counseling, and corrective action as necessary to eliminate unsafe practices or conditions from the workplace. Management and the LJHSC shall provide appropriate technical resources, safe practice instructions, support training and counseling. Management so notified and/or observing such unsafe practices or conditions should take appropriate action promptly and document such action. The LJHSC will assist in counseling employees regarding audiometric testing, blood lead, pulmonary function testing, etc. Action taken to improve safety performance of employees should be documented and copies retained by the LJHSC on a permanent basis.

B. Review Boards

In order to place further emphasis on the implementation of the joint process and to enhance communication and resolution of health and safety issues throughout Nexteer Saginaw Site, each operating organization will implement a Site Safety Review Board. Also, the Nexteer Manufacturing Engineering organizations involved with Ergonomics and Design-In activities will also establish a similar Review Board process to summarize current ergonomics status including a review of Nexteer Design-In Ergonomics Guidelines and modifications resulting from the Company's periodic revision of this document. Each board shall meet on a regular basis and consider appropriate health and safety matters. To further enhance joint efforts to achieve a healthy and injury free workplace, the parties agree to establish Plant Safety Review Boards. The PSRB will be co-chaired by the Plant Manager and Shop Committeeperson and the membership shall consist of the District Committeepersons and members of the Plant Manager's staff. The PSRB will meet monthly to review the plant's health and safety performance

and monitor implementation of its health and safety programs. The LJHSC will attend all PSRB meetings. In addition, the Site Safety Review Board and the PSRB may request the LJHSC to consider projects, studies, training, and other such matters that pertain to employee health and safety. Also, the LJHSC may seek advice from and may consider for implementation the health and safety needs expressed by the Site Safety Review Board and the PSRB, including for example, special funding requests, projects, studies, training and other employee health and safety matters.

A Special “Review Board” meeting will be convened at such time as appropriate. The Special “Review Board” will consist of members of the SSRB, UAW Servicing Representatives and the Manufacturing Manager for the affected plant. The LJHSC and/or other officials or resources, as deemed appropriate by the SSRB may be invited to attend.

C. Ergonomics

Nexteer Automotive and the UAW recognize that Ergonomically related Musculoskeletal disorders (hereafter “EMSDs”) are occupational illnesses.

The parties also recognize that the control of EMSDs is a complex issue often requiring the application of a number of different control methods and technologies that may differ from operation to operation. These include an ergonomically appropriate design, along with feasible engineering and administrative controls that materially reduce or eliminate job related EMSD stressors, employee and supervisory training and education, early recognition of the problem, early and proper medical diagnosis, treatment, and care.

Nexteer Automotive will continue to administer an Ergonomics Program at the Saginaw site utilizing guidelines established between Nexteer Automotive and the UAW.

D. Lockout Policy / (MIOSHA Part 85; 1910.1470(a)(2)(ii))

The Company will utilize a common tool at all plants to generate a common lockout placard for new machines and equipment. The tool will also be used to update existing placards into

the common placard template whenever machinery and/or equipment is modified.

All plants will also be required to conduct an annual review of lockout placards. The review is to be conducted to ensure that the placards are still representative of the procedure required to lockout the equipment and that all lockout points are appropriately identified. Each location will maintain an effective Lockout - Energy Control program which will apply to all employees based on implementation established by Nexteer and the UAW.

Well-disciplined procedures for use of die blocks and safety lock-outs for maintenance and setup employees are imperative.

E. Safe Work Assignments / Working Alone

When conditions warrant assigning more than one (1) employee to a job in order to complete it safely, assignments will be made accordingly, and advisors will not assign an employee to work in an unsafe manner. The Company has instructed that anytime an employee is assigned to work alone in an isolated area, Plant Leadership is to ensure an appropriate level of personal surveillance. When an employee brings to Management's attention that their safety is jeopardized, immediate steps will be taken to eliminate the exposure of the existing hazard and thereafter, Management will give the employee written job instructions which will be posted and made available to all employees to perform the task safely and develop a Safe Operating Practice.

F. Hazardous Work Assignments

A worker, who has a reasonable belief that their work assignment may result in serious physical injury, including illness, should-immediately discuss the safety aspects of the work assignment with their supervisor. Failing resolution, the issue may be discussed with the District Committeeperson. When work assignments involve situations hazardous to an employee, appropriate precautions will be taken in accordance with safe work practices, including air sampling and ventilation, communications systems, personal surveillance arrangements and adequate support personnel.

Should technical consultation be requested by the supervisor or committeeperson, the LJHSC will be notified to respond before further action is taken. In line with the Health and Safety agreement, upon joint recommendation, the machine or operation will be taken out of service to perform any and all corrective action. Failing resolution of the matter, it may be taken up in accordance with the agreement on Health and Safety Complaint Procedure.

G. Improvement Industrial Hygiene Services

The LJHSC will be informed regarding the engagement of consultants to provide industrial hygiene and safety services. Qualifications of such consultants will be provided upon request. Reports prepared by such consultants will be provided to the LJHSC. In addition, the Company will provide a list of consultants under corporate contract for industrial hygiene services to the LJHSC and update the list when changes are made.

Management in conjunction with the LJHSC will assess the need and where required will develop and implement an air sampling plan. Such plans should be reviewed and implemented on an annual basis. Guidance in the preparation of such plans may be provided by the International Union. Reports of industrial hygiene and noise measurement surveys will be provided to the LJHSC who will provide it to the International Union, if appropriate.

H. Environmental Control

Environmental information and reports, which are required to be reported to various governmental regulatory agencies, will be made available to the LJHSC on a regular basis. For example, this information will include the local Toxic Release Inventory compiled to comply with the Superfund Amendments and Reauthorization Act, copies of environmental permits and compliance monitoring data. Nexteer Automotive will notify the LJHSC of significant environmental remediation projects, and spills or releases that are subject to government reporting requirements. The LJHSC will forward such information to the International Union.

The International Union will be invited as guest members of the Nexteer Environmental Issues team for the purpose of providing them with periodic updates on environmental projects and issues that may affect UAW bargaining unit employees.

I. Periodic Joint Audits of Plants

The UAW and Nexteer Automotive agree that a formal system of performance review is an effective means of obtaining and re-enforcing compliance with established health and safety requirements. The parties, therefore, agree that the International Union, UAW Health and Safety Department will participate in a joint audit process to evaluate the facility's health and safety performance. The purpose of the audits is to review the effectiveness of health and safety activities reaching the operations level and being implemented across the workplace. The parties also agree to enhance the current audit process by developing methods to assure the process is consistently applied and delivers measurable results. Additionally, the parties have developed as part of the Site Safety Review Board Process a method to address repeat audit findings for identical deficient conditions found on consecutive audits.

J. New Technology/Specifications

In an effort to promote "Design In" as early as possible the parties agree that a health & safety and ergonomic risk assessment will be performed after the detailed designs are completed on new manufacturing equipment and/or processes. A review of anticipated equipment will be held with the LJHSC and ergonomic representatives. The LJHSC and ergonomic representatives may be required to travel to vendors, plants, or other locations to participate in a "Design In" risk analysis review of such equipment. Machinery, equipment, or processes will not be released for production without the written approval of the plant safety supervisor.

Implementation Guidelines:

Machinery, equipment, or processes will not be released for production without the written approval of the Plant Safety Representative. The Plant Safety Representative will consult with the UAW Health and Safety Team during this process.

The LJHSC will consult with operators, skilled trades, engineers, supervisors, or related personnel to ensure that required safeguards and ergonomics features provide effective protection and do not interfere with their ability to perform their assigned tasks.

Post Implementation Guidelines:

At such a time management determines a need to augment the standardized work associated with a job assignment after the initial implementation of equipment and/or processes which may result in an increased safety risk/concern, the union will have the right to request a health and safety and/or ergonomic evaluation associated with such change to the standardized work assignment upon receiving the union's request, management will schedule the job evaluation without undue delay.

K. Control of Chemical Exposures

Nexteer will continue to update Occupational Exposure Guidelines (OEG's) to assess employee exposure to chemicals in Nexteer Automotive facilities, as needed. Guidelines are considered necessary whenever existing OSHA Permissible Exposure Limits do not sufficiently protect the worker, or when there is no applicable OSHA Permissible Exposure Limit. Nexteer Automotive will require plants to use OEG's as the basis for evaluating employee exposures and for taking appropriate corrective or preventive action.

Nexteer intends to control, through professional industrial hygiene practice and methods, employee exposures to the currently adopted guidelines of the American Conference of Governmental Industrial Hygienists (ACGIH) for Threshold Limit Values (TLV) for Chemical Substances in the work environment.

Where warranted, the LJHSC will devise an action plan, per the HMCC, and make appropriate recommendations to the Saginaw Site regarding chemical exposures.

The LJHSC will review process exhaust ventilation systems at facilities where air is recirculated. Air testing will be performed

annually by the LJHSC, and these tests will be incorporated in the previously described air sampling plan. Recirculation will not be permitted where employee health and safety cannot be assured. The identification of appropriate performance checks conducted at least annually, on local exhaust ventilation systems to assist in the evaluation of employee exposures. Additionally, ventilation systems will be included in the local planned maintenance program.

L. Metal Removal Fluids

Medical surveillance for respiratory effects of machining fluids will be offered to employees who regularly work in operations with machining fluids. Such medical surveillance will include a standardized respiratory symptoms questionnaire and pulmonary function test. For personnel newly assigned to such operations, pre and post shift pulmonary function tests will be done at least once during the first year.

The parties discussed the issue of employee exposure to metal removal fluids (MRFs) in production machining processes. It was recognized that Nexteer Automotive continues to make significant progress in reducing employee exposure levels and maintains a comprehensive strategy to continue these improvements.

Nexteer Automotive will continue to specify that all new equipment be designed, built, and installed to limit employee personal exposure levels to MRFs equal to or less than, 0.5mg/m³ on a time weighted average. Also, the joint parties will verify that this level has been attained at initial production start-up and maintain this level after production start-up. Nexteer Automotive further commits to maintain a level of 1.0mg/m³ or less on a time weighted average for personal exposures to MRFs on existing machining equipment. In the event that personal exposure levels are confirmed to be over 1.0mg/m³ on a time weighted average, Nexteer Automotive will establish a priority to reduce these exposures. In doing so, the focus will be to utilize the most appropriate controls including such concepts as personal work enclosures.

In addition, Nexteer Automotive reaffirms its strategy to control employee exposures to MRFs through the use of fundamental

processing Hierarchy of Controls, engineering controls, exposure assessment, including aerosol testing, appropriate medical surveillance for exposed workers, and, continuing efforts to control, potential harmful agents within metal removal fluid systems. The strategy will include the joint investigation protocol consisting of possible contributing factors such as inappropriate guards, enclosures, fluid management, ventilation systems, and re-circulating air filtration. Company and UAW representatives will report out any issues regarding MRFs to the LJHSC and the International Union when requested.

M. Access to Data – (AETNA or equivalent)

The existing reports in HIS, that include the OSHA 300 log overrides, will continue to be available for access by the LJHSC. The Corporation agrees to continue to provide information pertinent to the joint investigation of health and safety issues.

N. Noise Abatement/Control Program

The joint parties recognize that the Company has had a comprehensive Hearing Conservation and Noise Control Program for the purpose of continuous incremental improvements in noise reduction. Nexteer has the responsibility to seek input from the plant personnel in identifying noise sources and potential ways to reduce noise levels. Each Plant is required to have a Plant Environmental Committee, consisting of representatives from Plant Engineering, Operations, the LJHSC and others deemed appropriate, this committee will;

- Ensure audiometric testing is performed for employees exposed above 85 dBA.
 - o Any threshold shift in hearing of an employee will be reported to the LJHSC
- Perform an annual evaluation of the noise abatement plan and provide recommendation for improvement to the Plant Safety Committee.
- Ensure reports follow formats specified in Nexteer Hearing Conservation and Noise Program SL 3.0.
- Ensure new and rebuilt equipment meet the Nexteer Sound Level Specification SL 1.0.
- Identify planned maintenance items related to noise control.

The Saginaw Site will continue to conduct noise exposure surveys and provide findings to appropriate areas. The Plant Safety Review Board will review findings.

The Environmental Committee will meet regularly, record minutes, and report quarterly to the SSRB regarding progress on the Noise Abatement Plan. The annual evaluation will include:

- Copies of the plant's noise abatement program.
- The number of employees that experienced standard threshold shift.
- The areas at risk of exposure at or above 85 dBA.
- Gon tippers will be reviewed from a noise level standpoint and, where necessary, urethane or other effective sound dampening material will be installed.

O. Planned Maintenance

The Planned Maintenance Program requirements will include those that are regulated both by government agencies and those established in UAW-Nexteer programs. The LJHSC will assure local regulations and/or practices currently in effect are included. Safety related information, such as established safe operating procedures, shall be included in the Planned Maintenance Program.

P. Contractor Safety

To ensure the Health and Safety of individuals not belonging to the bargaining unit, the company will not allow them on the site without proper safety training.

Section 8. Personal Protective Equipment (P.P.E.)

It is Management's policy to continue to provide an adequate supply of P.P.E. Individual complaints regarding sizes of P.P.E. can best be handled by promptly bringing it to Management's attention.

It is also Management's policy to furnish special safety clothing where such is a requirement of the job. In these situations, the employees will be permitted to put it on and take it off on company time.

Management will provide the following equipment to the operators of these jobs with the understanding that the employees will put these clothing items on and take them off on their own time.

The LJHSC will continue evaluate areas to provide necessary P.P.E. and all current P.P.E. provisions by Nexteer will continue to be provided.

A. Safety Footwear

All employees will be required to wear slip-resistant footwear with leather upper that fully covers their feet while in the manufacturing or test areas. Certain areas in the manufacturing plants may require additional foot protection (i.e. steel/composite toe shoes). Prohibited footwear includes but not limited to: open-toe (clogs, flip-flops, and sandals), fabric, canvas, or any footwear with heels greater than 2 inches in height. Management will provide one pair of designated shoes annually to each employee that has acquired 30 days. Management agrees to provide a variety of footwear to employees through the various designated retailers and will pay the retailer directly. Seniority employees will be provided one voucher (one-time use annually) valued up to \$100 annually as reimbursement for the cost of required safety footwear. If for some reason the designated retailer(s) is unavailable the Company will reimburse the cost up to a maximum of \$100 directly to the employee.

1. Safety footwear (steel toe or composite) where required, will be replaced as needed following issuance of company paid boots. It will be the responsibility of the Safety Department to determine the need for replacement. Worn boots must be turned into the Safety Department at the time of replacement. The Safety Department will maintain adequate records as to the name and classification of the employee being issued safety footwear, and the date of issue. Excessive wear in relationship to the type of work being performed will be investigated.

B. Safety Glasses

Prescription safety glasses with a standard frame are furnished at Nexteer's expense to all new hires who have acquired 30 days worked (or sooner if practical). Prescription safety lenses and/or frames are replaced at Management's expense when they are damaged in a plant accident or as determined by a

management safety representative. Prescription lenses at least one (1) year old will be replaced due to change in employee's prescription; obtaining prescription is at employee's expense. Management will provide standard safety frames at no expense to the employee every year. Replacements of frames and/or lenses are available at cost in case of damage due to mishandling by the employee. MIOSHA standards prohibit the wearing of dark tinted lenses in the plant EXCEPT where specifically allowed under OSHA regulations and where called for by nature of job responsibility. Management will continue to provide a broad selection of prescription safety glass frames from which employees may select and the policy of requiring a co-payment for these frames will be waived. Management will provide nonprescription safety glasses or side shields at no expense to employees. Management has noted to the Union that when employees lose or misplace their safety glasses, they can obtain another pair at a designated location near the front of the plant. In the event that this policy is being abused, the issue will be discussed at the PJAC for correction. Management will continue to provide the proper eye protection for those employees who are assigned to weld or assist a welder.

Section 9. General Provisions

A. Cutting, Burning or Welding - Galvanized Steel

In the event that galvanized and/or stainless steel have to be used and immediate mechanical ventilation which would properly handle the fumes from welding this steel is not available, the appropriate respiratory protection (with filters) will be made available to all employees who may be exposed as per the recommendation of the Joint Health and Safety Department.

The practice of fabricating stacks by welding galvanized coated steel will be substantially reduced. Black iron, plastic, stainless steel, or other suitable materials will be used instead of galvanized steel. Management reserves the right to authorize the welding of galvanized steel where conditions require its use.

B. Asbestos Labeling

The site is currently involved in an ongoing asbestos identification process. When identification is complete, the

affected areas will be appropriately labeled in a timely manner. All asbestos related work on site will be immediately reported to The Local Joint Health and Safety Committee, in advance of such work.

C. Machine and Equipment Guards

All safety guards must be in place before operating a machine. Guards may be removed for repair purposes only by authorized personnel. It is recognized that it is to the mutual interest of both Management and employees to have any complaints regarding alleged unsafe conditions brought to Management's attention promptly. Such complaints will be investigated, and any unsafe condition will be corrected prior to the operation of the equipment.

D. Barriers - Excavation Sites

Management will provide temporary barriers at excavation sites, with an appropriate warning device to warn employees of a hazardous area. Management will also instruct subcontractors to comply with the above statement.

E. Temporary Barriers

Management will provide temporary barriers to be installed whenever work is performed overhead in areas populated by employees. The temporary barriers will be of an appropriate design and will be identified by a warning device to warn employees of a hazardous area. When the overhead work being performed creates a hazard to employees below, the affected employees will either be removed from the area or adequately shielded from the danger.

F. Inspection – Dunnage, Wire Bins, Racks and Gons

Management has an ongoing program for inspection and repair of all dunnage, wire bins, racks and gons. Advisors and drivers will routinely check for defective leg straps, pins, and/or corner posts. Those bins, racks, dunnage and gons found to be defective will be removed from service immediately until properly repaired or replaced. Management will re-emphasize to advisors and drivers the importance of this procedure.

G. Non-Skid Material for Ladder Rungs

It is Management's intent to supply a non-skid material for ladder rungs where needed.

H. Powered Mobile Equipment

Forklift trucks and stacker trucks will be maintained in a safe operating condition. All lights, horns, brakes (both seat and foot), dead man switch, and back-up lights will be kept in proper working order and all necessary repairs which are brought to Management's attention will be checked and will be taken out of service until repairs can be made.

In addition, Management will devise a method to train all Powered Industrial vehicle operators and upon completion of the training program, only trained and authorized operators shall be permitted to operate mobile equipment.

This program will be tailored to fit the needs of the Saginaw Site and the length of the program will depend on MIOSHA requirements.

I. Pedestrian/in-Plant Vehicle Training

The parties agree that an active local joint pedestrian/in-plant vehicle training is an effective way to reduce risk and injuries.

The parties also agree that the training will focus on;

- Keeping pedestrians and vehicles separate
- Maintaining aisles clear of obstructions
- Eliminating blind corners
- Elevating employee awareness
- Improving driver visibility

J. Operation - Overhead Crane

Management will use only properly trained and certified employees to operate overhead cranes.

K. Safety Talks

A "Safety Talk" program has been developed by the Joint Safety Department. The Safety Talk concept is supported by the Local Union and Management. Each supervisor shall take the time to talk to each of their employees weekly about the safety nudge.

L. Aisle Safety

Management recognizes that clean aisle ways are important to everyone concerned. The proper care of aisles in the plants requires some aisles to be scrubbed more often than others.

Therefore, schedules for scrubbing of aisles will be established in each plant so as to eliminate undesirable aisle conditions in aisles used by major portions of employees on their way to lunch or at shift change. It is recognized that these schedules may have to be altered from time to time as lunch periods and/or shift change times may vary.

Furthermore, no employee will be directed to or permitted to work in any aisles without proper safety precautions taken to eliminate any hazards (example sorting in aisle with proper safety precautions taken to eliminate any hazards).

M. Cooling - Panel Boxes

1. Only qualified individuals may enter electrical control panels. Control panels will not be permitted to be left open for purpose of cooling down equipment.

N. Emergency Procedures

The Saginaw Site's top priority is the safety of its employees while at work. A part of this priority is the readiness of employees to react appropriately in the event of a fire or during unusually severe weather conditions. In that regard, Management will ensure that all employees are notified of emergency escape procedures and emergency routes to approved exits. In addition, the required maps will continue to be visible and posted throughout the facilities.

Regarding unusually severe weather, such as tornadoes, employees will continue to be advised of the alarm warning signal, as well as protection procedures and other specific instructions.

O. H&S/Ergonomics - Employee Physical Characteristics

Ergonomics is the process of designing the workplace for human use. Through ergonomics, consideration is given to the physical

characteristics of employees in line with the performance requirements of their jobs. Employees are encouraged to discuss any problems in this respect with their supervisor and follow the ergonomics procedure (contact the LJHSC) when a problem or condition exist.

P. Statement of Policy - Chairs

It is the policy of the Saginaw Site to review all requests for chairs. In reviewing requests for chairs, the following factors are to be considered:

- There is to be no loss of production resulting from an employee using a chair.
- The safe operation of the job must not be impaired.
- This privilege will not be revoked based on incentive tactics.

Q. Assembly Line Lock Mechanisms

It is the parties understanding that Management will set the speed of the assembly lines so no employee will be required to work beyond the reasonable capacities of a normal operator. Locking mechanisms will be installed on the assembly line speed control units. Only authorized members of supervision will have keys to the locking mechanisms.

R. Dock Safety

Management commits to provide an adequate supply of wheel chocks and jack stands. Management will also reaffirm the dock safety rules with outside drivers.

Section 10. Near Miss Incidents

The joint parties recognize that the foundation of any successful safety process rests with a cultural atmosphere that allows employees to bring potentially hazardous situations to the attention of management without fear of reprisal. To this end, the Company will instruct Management;

- On the importance of reporting “Near Miss” incidents.
- To include near misses as part of the current incident investigation process including corrective action.
- To use counseling in lieu of discipline in those cases where an employee immediately reports a “Near Miss” incident involving a possible violation of safety rules.

In addition, the Local Joint Committee will issue a communication in the form of Safety Talk and/or other materials to encourage employees to immediately report near misses to their supervisor.

Section 11. Medical Related Services

It is Management's policy to provide professional medical service to all employees.

The parties also recognize the need to increase the awareness of medical services to all employees. Management will continue to communicate with all employees regarding the services provided by the Medical Department. The parties recognize that the most effective method of prevention is working together to prevent injuries and illnesses through awareness programs.

A. Medical Department

The Medical Department at the site will be adequately staffed to meet the conditions of population requirements.

B. Pay for Time Lost Due to Occupational Injury

When an employee is sent to the plant hospital or to an outside physician or hospital for treatment due to an in-plant injury incurred after the start of an employee's shift, such employee will be paid the wages for hours the employee was scheduled to work on the day the injury occurred. If the employee were disabled to the extent of not being able to return to work for the remainder of the shift, they will receive pay for all hours scheduled for the day.

C. Emergency Response Team

An Emergency Response Team will be maintained for the Saginaw site and Nexteer will continue to provide the guidelines necessary to implement the Voluntary Emergency Medical Response Team.

D. Ambulance Service

In the event the Medical Department, Supervision, or Security Personnel finds it necessary and appropriate to remove an

employee from the plant and take the employee to the hospital by ambulance during the employee's working hours, it will be the policy of Management to pay the cost of such ambulance service.

E. Transportation Assistance

In the event the Medical Department determines that an employee is unsafe to drive, Management will assist the employee in arranging personal transportation to their desired destination.

Management will attempt to contact the person designated in the event the employee requests they be called.

F. Sick Passes

Consistent with the professional work of the Medical Department, it is Management's policy that an employee given a sick pass by the Medical Department will not be required to return to their factory department for the supervisor's approval before leaving the plant provided they have advised the supervisor that they are sick and are going to the Medical Department.

An employee who has not so advised the supervisor may leave the plant without returning to their department if such would be appropriate in the judgment of the Medical Department. This is not to be construed that sick passes are given "automatically". Employees who request sick passes may be subject to medical examination at that time. Scheduled work time lost undergoing such examination will be considered as time worked. On occasion, it may be necessary for such employees to be scheduled at a later time for an examination by the Company doctor. Under this circumstance, the employee will be paid for time in the Medical Department.

G. Follow-Up Examination Due to Occupational Injury

The Union stated that "B" and "C" shift employees who are injured while on the job are often times instructed to go to Plant 3 Medical or outside care for follow-up examinations / treatment during "A" shift hours on their own time. The Union

further stated these employees frequently wait for extensive periods of time to receive care. In recognition of this condition, the Medical Department will arrange to have such follow-up examinations /treatments during the employee's regularly scheduled shift unless the circumstances of the case make it impractical to do so.

H. Medical Department – Job Evaluation

When it is necessary for the Medical Department to evaluate a job on the plant floor, they will extend an offer to the District and/or Shop Committeeperson to attend the evaluation. The notification will be made at the time the evaluation is scheduled to allow timely notification to the UAW representatives. The inability of either the District or Shop Committeeperson to attend will not result in the delay of the study.

ARTICLE 13 CRITICAL PLANT STATUS

The parties recognize that the Company may incur a situation where production schedules are not being met through normal working hours. After discussions with the union and all other viable options have been exhausted, the parties agree that the company may require employees of these critical plants or parts of plants to work mandated overtime for a period of up to 90 days after it is so designated under the following conditions;

The employee(s) and the union will be issued a two (2) week notice in advance of the mandated overtime.

- The company will be allowed to mandate a maximum of 10 hours Monday thru Friday and 8 hours on Saturday and Sunday.
- Critical Plant Status will only be implemented for a maximum of two (2) times per calendar year with a minimum of forty-five (45) days between implementations. The second implementation must be approved by the Union.
- Advanced discussions, which will include Critical Plant drivers and, the reasons behind the need for Critical Plant, will happen between the Union and Management.
- Employees assigned to critical status will only be mandated to work for up to thirteen (13) consecutive days in any ninety (90) day period.
- Management agrees to have discussions with the Union to negotiate a temporary wage increase for those employees assigned to critical plant status.
- Holidays worked under critical plant status will be done on voluntary basis. Employees who choose to work the holiday during critical plant status will be paid at two (2) and a half times their respective rate.
- All pre-approved vacation time prior to critical plant status will be honored under the provisions provided for in Article 16.
- Critical Status will have a formalized fourteen (14) day/ Bi-Weekly calendar. The Calendar will be submitted to the employees within the affected department(s) one (1) week prior to the implementation of Critical whereby employees will be able to request the desired days off. The group leader will grant the requests based on seniority and availability. Once days are elected, no changes can occur unless through mutual consent of the employee(s) and Management.

- Any unexcused absences or FMLA usage will count towards an employee's day off for that thirteen (13) consecutive day period.
- It is understood and agreed employees working Critical Plant Status departments will only be farmed out in unique situations where there is no one else qualified and available in the other department to do the work, or there is unplanned machine downtime in the critical department. For example, the individual farmed out possesses specialized skills required in the other department that are not available. Normally, if farmed out, it will be critical to critical departments or non-critical to critical departments. Issues unresolved related to this provision will be escalated to PJAC and then Labor-Management Relationship Committee for resolution.
- The Plant Leadership and Plant Shop Committeeperson will have a joint review of Plant Support coverage each week to address/insure adequacy in support of our production needs.

ARTICLE 14 CLASSIFICATIONS

Section 1. PRODUCTION EMPLOYEE CLASSIFICATIONS

To facilitate the Team Concept Production employees working in the plant will be placed in one of the following job classifications:

- Part-Time (MOU)
- Production
- Specialized
- Semi-Skilled

A. Team Leader Openings

There may be work teams which require more than one team leader based on the size and/or the complexity of the process. Once the need for a team leader is established, a job opening posting will be developed and posted in a location where it is accessible to all department employees. Interested employees may file an application for the position. The posting and application process will be open for five (5) regular working days. The posting will describe the job duties which are specific to the work team, as well as the responsibilities which are uniform across the site. (An example of Team Leader responsibilities are listed in Section E below).

The selection process in each plant is to be administered by a joint committee with the sole objective of promoting the most capable department team member through the utilization of a fair and objective selection process. A specific scoring procedure has been jointly established to facilitate the selection process.

1. For team leader openings, applicants from within the department will be given preference (5 points) in the team leader selection process.
2. Applicants from outside the department will be considered in the team leader selection process.
3. Team leaders may step down by applying for an opening within their department through application to non-leader positions.

4. If only one (1) person has an application on file in department, applicant must still interview and score greater than any employee applicant outside the department prior to being selected.

B. Selection Criteria

All evaluations of employee records and related selection criteria are made with information from the twelve (12) month period prior to the position posting date. The following categorization details the scoring system and identifies the associated point maximums for each category of criteria. A maximum total of one hundred twenty-five (125) points can be attained.

Selection Process points:

<u>PDG</u>	<u>Works In Department</u>	<u>Yes</u>	<u>5 points</u>
		<u>No</u>	<u>0 points</u>

Maximum points = 5

<u>Attendance</u>	<u>Total Attendance Points</u>	<u>0</u>	<u>20 points</u>
		<u>1-5</u>	<u>15 points</u>
		<u>6-8</u>	<u>10 points</u>
		<u>9-12</u>	<u>5 points</u>
		<u>13+</u>	<u>0 points</u>

Maximum points = 20

<u>Infractions</u>	<u>Written Infraction Notices</u>	<u>0</u>	<u>20 points</u>
		<u>1</u>	<u>10 points</u>
		<u>2</u>	<u>5 points</u>
		<u>3+</u>	<u>0 points</u>

Maximum points = 20

<u>Seniority</u>	<u>Years of Service</u>	<u>0-5</u>	<u>15 points</u>
		<u>6-10</u>	<u>20 points</u>
		<u>11-15</u>	<u>25 points</u>
		<u>16-20</u>	<u>27 points</u>
		<u>21+</u>	<u>30 points</u>

Maximum points = 30

<u>Interview</u>	<u>14 Total Questions</u>	<u>1-3 points - each question</u>
		<u>8 points – job fit</u>

Maximum points = 50

Process:

- Two current Team Leaders and two Group leaders will be assigned to the team designated to develop the questions to be used during the Team Leader Interview Process. The developed questions will then be submitted to the 5th Step meeting for approval or rejection.
- A Joint team of Union and Management representatives (the Union Representative and interviewing member of Management) will choose the fourteen (14) questions from the approved list of possible questions for the interview.
- A Union Representative should be present, as an observer, in the room during the interview to insure the fairness of the process.
- The overall goal will be to select the most qualified in terms of performance, experience, interpersonal skills, organizational skills, and leadership potential. Applicants selected will be given a 90-day proficiency period. If, prior to 30 days, the applicant wishes to return to their respective job they will return to their original plant and shift. After 30 days the applicant will be placed in an open job onsite.
- The candidate selected will be the applicant with the highest cumulative score. In the case of a tie, seniority will determine the selection.

C. Team Leader Review Process

A Joint (Union/Management) review of a Team Leader's performance will be initiated by the Plant PJAC. A request for a performance review may come from either Union or Management with a mutually agreed upon process.

Evaluation will be based on the performance of the Team Leader responsibilities. Team Leader section; item "D. Scope of Responsibility". Specific areas of focus will include:

- Health & Safety
- Quality
- Communications, internal & external, daily huddles
- Schedule attainment
- Record keeping, team boards
- Training Records – Team Leader

The review will be conducted by two representatives from the Union and two representatives from Management. Assigned Union and Management Joint Program Representatives are an example of possible reviewers.

The confidential results of the review are to be reported out to the PJAC and should include a recommendation for improvement, additional training or removal.

“Management reserves the right to remove team leaders from positions in which they are not performing their duties as described in this agreement.”

In situations whereby a Team Leader’s job performance is being evaluated and/or there is a need to identify training gaps, team members will be able to provide feedback regarding the Team Leader through a 360-degree feedback tool. This tool will evaluate Team Leader job performance and core competencies. Team members will consist of the Area Manager, Group Leader and other production members. This tool will be created by and administered by Human Resources. The employee will be assigned a certified coach who will deliver the feedback to the team leader. This information is extremely sensitive and confidential and will be used for developmental purposes.

D. Management will provide all team leaders and team members with the training necessary to complete their jobs.

E. Scope of Responsibility The team leader will assist the team or Group Leader in the following areas:

1. Safety.
2. Achievement of Cost, Quality and Delivery Goals.
3. Schedule Material Flow.
4. Maintain and Update Records.
5. Update Cell Boards.
6. Implement NPS.
7. Relay Instructions as Originated by Group Leaders.
8. Institutionalize 5(S) Process (Sort, Straighten, Sanitize, Sweep, Sustain).
9. Absenteeism and Relief Coverage as Necessary.
10. Maintain Tool, Gage and Operating Supplies.
11. Facilitate Team Meetings.
12. Assist in Organizing Annual Inventory.
13. Participate in the team/work group to work on Reduction of Scrap.
14. Maintain a strong work relationship with members of

the workforce, internal and external to the department they are assigned to.

15. Continuous Improvement of Team Skills.
16. Maintain and Improve Quality Control systems.
17. Analyze Reports to improve departmental efficiency.
18. Attend Daily Operations Meetings and value stream meetings.
19. Lead and facilitate daily huddle meetings.
20. Organize Daily Inventories.
21. Monitor and maintain department product flow and the established buffer stock levels.
22. Implement People Focused Practices, Standardized Work.
23. Initiates the action to support production work as needed and escalates abnormalities and deviations of standards to Group Leader to prevent reoccurrence.
24. Coordinate
 - a. Manpower
 - b. Engineering
 - c. Production Control
 - d. Maintenance
 - e. Training

F. Employee Roles and Responsibilities

1. Employees will perform elements of their job duties for the entire shift, less negotiated relief. These elements include, but are not limited to:
2. Maintain safety of employee(s) and Department/Area by following the Nexteer Safety Absolutes
3. Support Nexteer Manufacturing Values.
4. Quality: Perform necessary actions to achieve customer satisfaction. This includes:
 - Part Gaging/Testing.
 - Part Repair/Scrapping.
 - Inspection.
 - Utilization of Visual Controls.
 - Daily/Shift Checklists.
 - Participation in Quality Improvement Activities.
 - Verify In/Out Container Quantities,
 - Identify/Report Damaged Containers.
 - On Time Delivery to Customers.

5. Operate equipment safely with a goal of attaining superior quality and optimum capacity, in line with customer demand.
6. Other activities to be performed when customer(s) demand has been satisfied, or when equipment is idle:
 - Assist and train Team Members (only those qualified to train employees).
 - Attend Meetings (daily huddles, team meetings).
 - Housekeeping.
 - Suggestions.
 - Work on Continuous Improvement Projects.
 - Help establish and follow standardized work.
 - Support rotation in line with team direction and decisions.
 - Uptime focus.
 - Tool Change/Adjustments.
 - Operator Preventive Maintenance.
 - Quick Change/Set-Up.
 - Machine Cleanliness.
 - Daily Data Collection.
 - Regular lubrication and maintenance of equipment (PMP).
 - Battery Change on Scheduled Frequency.
 - Have Replacement Batteries in Service.
 - Driver/Operator Safety Checks.
 - Gage Maintenance and Cleanliness.
 - Gage Reproducibility and Repeatability (R and R).
 - Follow Standardized Work Practices & Production Maintenance Partnership Practices.
7. Perform necessary stock handling and parts washing/cleaning in support of the task.
8. In the event an operating procedure has not been established on a job, an employee who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace will not be disciplined for failure to obtain an expected amount of production on that job.

Section 2. SKILLED TRADES CLASIFICATION

The following shall constitute the Primary Skilled Trade Classifications:

- Electrician
- High Voltage Electrician
- Machine Repair
- Millwright
- Tool & Die
- Garage Mechanic
- Powerhouse Technician
- Maintenance Leaders
- Industrial Truck Repair
- Pipefitter

The classifications stated above, consist of employees who have a primary trade function, but who are also capable of performing incidental work of other trades. It is understood that performing this incidental work would mean being able to perform those duties in a safe manner or to the point the expertise of the primary trade classification is required. The work assignments as documented in the General Reference Guide do not supersede the non-strategic work agreement nor the MOU regarding General Laborers.

The parties recognize the need for various job classifications within the Bargaining Unit. Likewise, the parties understand in order to maximize the efficiency of the operation it is necessary to allow, and expect, employees to perform tasks outside a strict line of demarcation between classifications. Employees, regardless of Trade classification, can perform work, deemed “incidental” to the primary task provided they are qualified to do so and can perform the task(s) in a safe manner. Skilled trades will continue to be cross trained in other trade work and other trades classifications (i.e., machine repair/pipefitter) and expected to perform the assignment.

During these negotiations the parties discussed the issue of subcontracting facilities related maintenance work. Both parties recognize that it is critical to keep the skilled trades work force focused on the production areas and the primary task of keeping the equipment operating as efficiently as possible. Therefore, the parties have agreed that the Company shall subcontract any facility related maintenance work. However, the company has also committed to establish a small crew of Nexteer Skilled Trades employees to work on certain specific facilities projects to include but not limited to maintenance of bathrooms/break rooms and the ongoing

maintenance of air leaks at the machine level. Skilled Trades Pipefitter classifications will be added to the group to help work on steam lines and high-pressure steam lines as required, where certification is necessary to complete the work. This does not prevent the company from continuing to subcontract facility related work. This crew could also be assigned to the production areas should the need arise. This crew will only be scheduled forty (40) hours per week but will be eligible to work overtime supporting production areas if available. The company also commits that it will attempt to limit facility related subcontracting on the weekends.

Section 3. NON-STRATEGIC SKILLED TRADES WORK

The parties agree that, per the agreed upon list of Non-Strategic Skilled Trades work, advance discussions will take place prior to any machine rebuilds, retool or custom material handling builds or designs that are being considered for sub contraction.

Building Construction

- Projects including refurbishing offices, café, mezzanines, classrooms & auditoriums
- Demolishing of buildings whole or partial
- Carpentry - platforms, benches, cat walks, racks, tables, drywall, & carpet
- Repair/replace office tables, cabinets, & furniture

Building Envelope Maintenance

- Repair/Replace walls, floors, windows, doors (locks, hinges, latches)
- All dock maintenance
- Roofing, Fencing, Parking lots, Railroad, Outside Building Lighting, Concrete

Specialty maintenance

- All elevators, escalators, fire systems (Maintenance, Install repair) asbestos & PCB maintenance
- All facility HVAC new installation repair/replacement
- Steam PRV's & distribution systems
- Cooling tower repair, installation, PM, & annual cleaning
- Steam trap inspection surveys, repairs/replacement

Building Mechanical

- Repair of all plant wide distribution systems (to the header) (natural gas, compressed air, steam, water, cooling tower, condensate, waste lines, grease, oil, etc.)

- Maintain and repair unit heaters, penthouse's, piping and coils
- Installation of tubing for bearing oiler of roof heater blower shafts.

Building Electrical

- Repair of building electrical systems - computer lines, broadband, data lines, hubs, routers etc., telephone lines repair/install, power transformers, emergency generators, electrical cables (13.8)

Electrical

- Lighting - inside/outside install, re-lamping and repairs
- Lighting – Roof
- Lighting - light fixture repairs

Powerhouse

- High pressure certified welding
- Site meter calibration and repair
- PLC controls and transmitters new installs

Waste Water Treatment

- WWTP equipment and pump maintenance
- Lift station pump equipment and maintenance
- General electrical maintenance
- PLC controls and transmitters, new installs

Misc.

- Crain and Hoist repair and inspection
- Condensate return unit PM and repairs
- Air Dryer PM and repairs
- Roof top units and condensers
- Roof - air handling equipment for steam and gas
- Fuel storage systems and gas tanks
- Underground sewers
- Utility meter service
- Pumps - facility pumps
- Air compressor repair and maintenance
- All utilities maintenance city water supply including pump house systems
- Ladder repair - Facility (building and roofs)
- Pipe Insulation (Roof)
- Procurement of catalog items (exception of custom builds or design for material handling)

- Fire systems maintenance repair etc.
- Installation of foundations
- Floor coatings
- Scales - installation, repair and calibration
- Pest control
- Heat and smoke vent repairs
- Windows – door and glass replacement, washing outside
- Repair of Electrical Equipment – Electrical components in Motors
- Tank Farm maintenance

Section 4. SKILLED TRADES DEVELOPMENT PATH

During these negotiations the parties discussed the development path to skilled trades positions. The parties recognize the desirability and the need for a well-rounded skill set development and as such. The parties recognize the following distinct groups:

- Journeyperson
- Journeyperson in Training (JIT)
- Employees in Training Seniority (EITS)
- Employees in Training (EIT)
- Apprentices
- Direct entry

A. Skilled Trades Apprenticeship, E.I.T., and Direct Entry Programs

In the spirit of continuous improvement and with the desire to place qualified individuals into skilled trades' positions on the Saginaw site. There are substantial investments being made in equipment and processes on the site that require a competent skilled trade's workforce. The intent is to utilize the Apprenticeship, Employee-In-Training (E.I.T.), and Direct Entry programs to further develop employees into trained, highly skilled, and capable journeypersons.

Employees hired or transferred to a skilled trades' classification in which they do not hold journeyman/woman status, or non-journeyman/women new hires assigned to a skilled trades classification in which they do not qualify as a journeyperson, shall be identified in one of the following skilled trades classifications in which they are working either as an Apprentice, Employees-In-Training or Direct Entry until their status is changed to journeyperson. Candidate must have at least 2 years of work experience or formal trades' education. The parties agree to add up to 10 E.I.T.'s for every year of this contract.

1. Training Plan

All Apprentices, E.I.T. and Direct Entry employees will participate in a designated training program. The following criteria are intended to allow proper skill attainment and good return on the investment in time, materials, and resources. Apprentices, E.I.T. or Direct Entry employees will not be allowed to shift preference under this agreement during the training process. The training plan will be made up of the following components which have to be successfully completed to satisfy the requirements of this program:

- On-the-job training requirements allow candidates to apply and demonstrate ability to apply classroom concepts to real life applications.
- Classroom instruction designed to increase candidates' knowledge and technical comprehension will be the sole responsibility of the employee. All expenses will be paid by the company.
- Candidates that qualify for E.I.T. program are required to complete this E.I.T. program up to and including eight (8) years of on the floor training to be considered a journeyperson.
- Candidates that qualify for the Direct Entry program will be required to complete three (3) years of on the floor training to be considered a journeyperson. Direct Entry candidates will be eligible to receive up to 1832 accredited service hours relevant to the prior work experience the candidate holds.
- Candidates that qualify for the Apprenticeship program must complete 7328 hours of floor time along with classroom training.
- Every Apprentice, E.I.T., and Direct Entry employee will be given a tool box.

2. Evaluation and Rotation Process

In order to effectively evaluate the ability and skill level needed to be a highly skilled journeyperson takes time. To maximize opportunities for employees and the investment made in the skilled trades' workforce, the following evaluation period is defined for the above-mentioned persons:

- a) E.I.T.'s an employee so designated as an EIT will be subject to a rotation plan whereby such employee shall be moved to another plant one (1) time each year. Evaluations will include a written and verbal review

every four (4) months for a total of three (3) evaluations per year. At the end of the eight (8) year evaluation period a decision will be made to retain the person or return them to their previous job classification if possible.

- b) Direct Entry an employee so designated as a direct entry will be subject to a rotation plan whereby such employee shall be moved to another plant one (1) time each year. Employee's evaluations will include a written and verbal review every four (4) months for a total of three (3) evaluations per year. At the end of the three (3) year evaluation period a decision will be made to retain the person or return them to their previous job classification if possible.
- c) Apprentices' evaluations will include a written and verbal review every four (4) months for a total of three (3) evaluations per year during the program. At the end of the apprenticeship program a decision will be made whether to retain the person or return them to their previous job classification if possible.
- d) This evaluation process will be administered jointly.
- e) All Health and Safety training will be done prior to employees' entering into Apprenticeship, E.I.T., and Direct Entry programs.
- f) Employees will be evaluated on health and safety behaviors, understanding, technical knowledge, troubleshooting, problem-solving, teamwork, cooperation, responsiveness, and application of sound decision making and quality of repair work.
- g) On the job training plans will be developed and administered locally.
- h) Employees may be removed from the Apprenticeship, E.I.T. or Direct Entry program with a failed evaluation at Managements discretion.

The implementation of the aforementioned Rotation and Evaluation Process is done so to maintain conformity with the Department of Labor approved UAW-Nexteer Apprentice Standards. The design of the Rotation and Evaluation Process pertaining to Apprentice, Direct Entry, JIT, and EIT, employees was established to properly facilitate exposure of those employees functioning within a Skilled Trades classification, to various types of equipment, machinery, and environmental elements, to ensure proper knowledge and skillset development to elicit a highly skilled and well-rounded Skilled Trades workforce at the Saginaw Site.

The parties understand and agree that no provisions in the Standards of Apprenticeship shall be construed as permitting violation of any applicable State or Federal laws or regulations. Furthermore, the Parties agree that nothing in the Standards of Apprenticeship shall be interpreted as being inconsistent with existing or subsequent CBAs establishing higher standards. In the event of a conflict, the higher standards, whether in the Apprenticeship Standards or the CBA, shall prevail.

Once the candidate successfully completes the Apprenticeship, E.I.T. or Direct Entry program, he or she will receive the skilled trades wage as a skilled journeyman. If a candidate does not successfully complete their assigned training and evaluation period, and thereafter is subsequently returned to a classification other than Skilled, the employee will return to their previous job classification, department and wage rate, with the understanding that in doing so, such employee will not displace an employee with greater seniority.

Overtime Administration

All Apprentices, E.I.T's and Direct Entry employees will equalize overtime in their respective trade group according to the low man concept. Apprentices, E.I.T's and Direct Entry employees will be the last persons asked for any available discretionary overtime. Once an Apprentice, E.I.T. or Direct Entry person is converted into journeyman status, they will equalize overtime as a journeyman in that group accordingly.

Section 5. SKILLED TRADES

A. Definition of "Journeyman"

The term "journeyman" when used in this Agreement means an employee who:

- (1) has satisfactorily completed a bona fide apprentice training program with similar standards to the Nexteer-UAW Apprentice Training Program; or
- (2) one newly hired, who meets one of the above alternative requirements or can prove work experience in the trade at least equivalent to that on-the-job experience required for reclassification to journeyman status of those employees-in-training covered in Paragraph below. Copies of any documents presented pursuant to

this provision will be furnished to the Chairperson of the Shop Committee upon request.

Employees who are or were classified as employees-in-training (E.I.T.) or employees-in-training-seniority (E.I.T.S.) shall be classified as journeypersons when they have worked eight (8) years in that skilled trades classification in any plant, except as provided in Appendix C below and except for such employees who were on Layoff or on Leave of Absence (including Sick Leave), throughout the eight (8) year period. Such Employees will be required to work a period equal to the duration such employee was not at work, until such employee satisfies working eight (8) years to warrant such conversion to a Journeyperson status.

B. JOURNEYPEPERSON STATUS

1. When an employee is transferred from a production classification to a skilled classification in which the employee is a fully qualified journeyperson, the employee will have a skilled trade's seniority date in each classification as of the date of transfer to such skilled classification.
2. For the purpose of layoff and rehire in the skilled trades Leader classifications, employees shall establish a date of entry in the Tool & Die Maker Team Leader or Maintenance Team Leader - classification as of the date the employee is transferred. Layoff from and recall to these classifications will be in line with their skilled trades seniority date.
3. Throughout the following provisions of this Skilled Trades Section whenever "Journeyperson" is referred to, it shall include "Journeyperson-In-Training" and such status has greater seniority than Employee-In-Training
4. In the event two (2) or more employees in the same seniority group have the same skilled classification seniority date, site-wide seniority will prevail.

C. SKILLED TO SKILLED CLASSIFICATIONS

It is mutually agreed that journeypersons will be permitted to

file application under this Local Transfer Agreement under Paragraph B for openings in other skilled trades classifications together with employees working in areas other than skilled trades classifications.

It is understood if the employee does not hold Journey person status in the new classification, they will be classified as a J.I.T. upon transfer into the new classification.

D. Job Security – Apprentice Training and Journey person Development

The Union and the Company acknowledged that skilled trades personnel provide vital support to operations, and that there is a direct relationship between the effectiveness of skilled trades personnel and the success and viability of the operations they serve. Establishing new levels of competency within the apprentice able trades through training and retraining will permit the Union and the Corporation to pursue the critical objective of continuous improvement in quality, flexibility, operational effectiveness and, in turn, enhance job security.

E. APPRENTICE WORK ASSIGNMENTS

Apprentices work per the Department of Labor Guidelines for apprentices.

F. APPRENTICES - PLANT, SHIFT CHANGE

When a shift or plant change is contemplated for an apprentice that deviates from the predetermined schedule, this will be approved by the Local Apprentice Committee before taking place.

G. APPRENTICES - EVALUATIONS

Evaluations are discussed with apprentices each six (6) months prior to rotation. This is done for either an apprentice's satisfactory or unsatisfactory progress discussion. When an apprentice advisor intends to discuss an unsatisfactory progress report with an apprentice, the advisor will notify the Joint Apprentice Committee in a timely manner prior to discussing the evaluation with the apprentice.

H. APPRENTICE COMMITTEE

Management recognizes that in order to have a smooth functioning apprentice committee, both parties must fully understand new techniques and procedures that pertain to the shop and related training of the apprentices in this division. Union representatives are to accompany Management's representative when attending meetings regarding related training at local educational institutions. The Union representative will be paid for time spent attending such meetings.

I. APPRENTICE COMMITTEE MEMBERS - MANAGEMENT EXPERTISE

The Union expressed concern that the Management members of the Local Apprentice Committee did not possess sufficient skilled trades knowledge or experience to adequately discuss Apprentice training concerns. The Company advised the Union that the Local Apprentice Committee will contain a Management member who has skilled trade experience. Problems in this regard may be brought to the attention of the Human Resource Department by the Local Union for review and correction, as necessary.

J. APPRENTICE TESTING AND THE LOCAL APPRENTICE COMMITTEE

The Corporation agreed that the Union members of the Local Apprentice Committee would be informed of Local Management's Apprentice testing procedure. In this regard, the Union members of the Local Apprentice Committee are to be advised of the location, date and time that Apprentice selection tests are to be administered. Where tests are given on a regularly scheduled basis, the Union members will be advised of this schedule. In addition, and as soon as is practicable, a meeting should be arranged with the Union members of the Local Apprentice Committee, in which the Union members are to be informed of the procedures followed in administering the Apprentice tests. In this regard, the Management representative will explain each of the tests and the instructions given when the tests are administered. Further, a Union member of the Local Apprentice Committee will sit in on testing sessions.

K. E. I. T. S. Apprenticeship Committee Involvement:

The Local Joint Apprentice Committee will develop the necessary training programs so that those employees classified with an “E.I.T.S.” can become Journeymen/women. Such training may include the requirement to attend classes at Delta College or some other agreed to location. In such an event, employees attending such classes will be paid their hourly rate while in attendance at school. Management further agrees to pay for books and tuition for these classes. If a class is failed employees will still be required to successfully complete the class but attendance will be on their own time and they must pay their own tuition for the course they must retake.

L. Air-Conditioning & Refrigeration Control & Maintenance

The work of employees in the Electrician classification includes the maintenance of refrigeration units associated with liquid chillers and other equipment including motors, pumps, compressors, evaporators, heat exchangers, valves, vessels, controls, sensing devices, fans, diffusers, filters, grills, economizers, strainers, registers, etc., at or on air-conditioning and refrigeration units. Employees working in this classification are required by Environmental Protection Agency mandate (Federal Clean Air Act, Appendix D to Subpart F, 40 CFR, and Part 82) to be certified as a Technician. In accordance with such requirements, Employees so certified shall be allowed to perform silver or soft soldering on vessels carrying refrigerant. It is agreed that heating is not included in this classification.

Section 6. MA8J/TD9J Roles and Responsibilities

- A. During the week, MA8J/TD9J’s will perform all team leader duties and be charged overtime hours in their respective trade. On the weekend, if no team leaders will be utilized, the MA8J/TD9J’s, provided they are low, will be offered overtime in their respective trade.

These working team leaders will support the skilled trades team through items such as; being visible on the production floor, performing equipment repairs when needed, analyzing indirect material for effectiveness, assisting in allocating proper parts for equipment, analyzing PM effectiveness, promoting

5S/housekeeping tactics, and analyzing downtime reports for recommended improvements.

1. Planning
 - a. Ensure completion of work order packages
 - b. Ensure accuracy of account charges
 - c. Verify parts are kitted
 - d. Track and report out on project progress
 - e. Estimate trade hours
 - f. Use resources, other trades, engineering, past history
 - g. Spot check progress on planned jobs and provide feedback
 - h. Hold and organize meetings on specific projects
 - i. Coordinates workable backlog for schedule
2. Job Assignments
 - a. Assist Supervisor when needed in relaying job assignments to trades
 - b. Assist with the coordination of manpower and workflow
3. Support and Implement Planned Maintenance Activities
 - a. Schedule PP/M jobs within the week
 - b. Coordinates PP/M schedule, manpower, equipment availability
4. Screen All Work Orders
 - a. Assist when needed when ordering material – parts, supplies, equipment
 - b. Assist when needed to close previous weeks work orders
 - c. Assist when needed to ensure accuracy of account charges
5. Maintain Spare Parts
 - a. Maintain and improve storage for equipment and spare parts
 - b. Eliminate excess inventory – standardize parts
 - c. Order material
 - d. Request for shippers

6. Training
 - a. Assist in identifying training needs
 - b. Provide technical support
 - c. Provide vendor support
 - d. Other trades
 - e. Lead the introduction of statistical tools within the trades
 - f. Assist in coordinating NPS workshops in skilled trades areas

7. Communication
 - a. Keep skilled trades supervisors informed – job status, absenteeism
 - b. Expedite – getting down jobs up, assigning people, contact engineering
 - c. Communicate across shifts
 - d. Communicate with engineering
 - e. Update maintenance information center
 1. Equipment uptime
 2. PP/M capabilities
 3. Process capabilities
 4. Project schedules, etc.

8. Use computer to update records
 - a. Workable backlog
 - b. Estimated hours
 - c. Job Status
 - d. Daily Schedules
 - e. Input and close out work orders

Section 7. Warranties

The parties agree that in order to provide the opportunity for our Skilled Trades to learn how to keep such equipment operating effectively, management, whenever feasible will assign UAW-Nexteer employees to work with vendors during installation, servicing and progressive training arrangements both on and off site.

Section 8. Transfers/Promotions

- A. Whenever the Company determines that a permanent vacancy exists for a bargaining unit job classification and there are no employee is laid off greater than 180 calendar days from the

plant where the opening exists, seniority employees(s) may apply for a transfer (See Chart A below). However, before a transfer is finalized, employees must be capable of performing the essential functions of the job.

1. The Company will post newly created positions for a period of five (5) business days. The posting will state the job classification, department, job description and the date and time the bid will be removed.
 2. Eligible employees may make application for the opening via the in-plant kiosk or the self-service app. Should there be a system failure and the employee is not able to complete their transaction, the system audit trail will be used to validate the employees claim and their app will be accepted. Additionally, employees can e-mail the Hourly Employment Office at hourly.employment@nexteer.com to notify them that an App has been submitted.
- B. Filling Vacancies. Whenever it is determined that a permanent vacancy exists for the bargaining unit and there are no qualified employees laid off > 180 days or displaced from the site where the opening exists, seniority employees may apply for a transfer.
1. Secondary openings that are created by an employee who was already Specialized or Semi-Skilled, will be backfilled by an employee that has a valid application on file that is eligible for a promotion to a Specialized or Semi-Skilled position. The backfill for that opening will be filled by a reduction in workforce or a new hire.

PRIMARY OPENING

- REQ
 - o NO
 - Has anyone been reduced from the opening in the last 30 days?
 - YES
 - o Return the highest seniority employee that was reduced <30 days ago to the position.
 - NO
 - o Go to next step.
 - Is opening a semi-skilled or specialized position?
 - NO
 - o If a department within the plant is reducing people, reduce the lowest seniority employee(s) from that department into the primary opening.

- o If a department at another plant is reducing people, reduce the lowest seniority employee from that plant into the primary opening. Then backfill the position created by the plant reduction with the lowest seniority employee from the department that was reducing.
- YES
 - o Interview position?
- NO
 - Select the highest seniority employee that has a valid application in for the position. Keeping in mind, promotions from within the department take precedence. If no one within the department has in for the position, the highest applicant on site will be selected.
- YES
 - Follow the MOU or contractual language for selecting the position.
- o YES
 - Has anyone been reduced from the opening in the last 30 days or have a valid RTFG?
 - YES
 - o Return the highest seniority employee that was reduced <30 days ago to the position. If no one was reduced <30 days ago, fill the position with the highest seniority RTFG application.
 - NO
 - o Go to next step.
 - Is opening a semi-skilled or specialized position?
 - NO
 - o Select the highest seniority employee that has a valid application in for the position.
 - YES
 - o Interview position?
 - NO
 - Select the highest seniority employee that has a valid application in for the position. Keeping in mind, promotions from within the department take precedence. If no one within the department has in for the position, the highest applicant on site will be selected.

- YES
 - Follow the MOU or contractual language for selecting the position.

SECONDARY OPENING

⇒ Is opening a semi-skilled or specialized position?

- NO
 - If a department within the plant is reducing people, reduce the lowest seniority employee from that department into the secondary opening.
 - If a department at another plant is reducing people, reduce the lowest seniority employee from that plant into the secondary opening. Then backfill the position created by the plant reduction with the lowest seniority employee from the department that was reducing.
- YES
 - Interview position?
 - ⇒ NO
 - Select the highest seniority employee that has a valid application in for the position, provided it is a promotion for that person. If it is not a promotion for that person, go to highest applicant that is a promotion from their current position. Keeping in mind, promotions from within the department take precedence.
 - ⇒ YES
 - Follow the MOU or contractual language for selecting the position.

C. Transfer Procedure.

1. Employees will be allowed up to four (4) transfer applications on file at any time. If the limit is exceeded, the oldest application on file will be removed. All employee moves are effective on the Monday of each week. Applications for transfers and deletions are required to be turned in one week prior to the move.
 - a. Applications/Deletions may be made through the kiosk or self-service app.
 - b. Should there be a system failure and the employee is not able to complete their transaction, the system

audit trail will be used to validate the employees claim and their app will be accepted. Additionally, employees can e-mail the Hourly Employment Office at hourly.employment@nexteer.com to notify them that an App has been submitted.

2. Employees will be allowed two (2) moves per calendar year.
 3. When an employee's valid application for transfer is to be honored, the employee will be notified of such transfer. If an employee is not on the active roll or is on the active roll but has applied for sick leave, with their paperwork pending, the employee will be bypassed for the transfer.
 4. All initial openings will be treated as primary openings, Return to Former Department applications will be granted first, if there are no RTFD applications on file, the highest applicant from within the department will be selected for the opening. In the event that there are no applications on file from within the department, the opening will be filled with the highest applicant on-site.
 5. Secondary openings will be filled by paperwork if the opening is for a semi-skilled and specialized position and it is a promotional opportunity for the employee. The backfill for that opening will be filled by a reduction in force or a new hire.
 6. All applications on file will be deleted upon transfer, including promotional moves (excluding RTFD).
- D. The provisions of this Article shall not prohibit temporary transfers made necessary by the absence of regular employees on a shift.
- E. Employees may be removed from the semi-skilled and specialized positions, if employees are unable to attain proficiency within 90 days from entry into the department. Employees removed within thirty (30) days from entry, will be returned to the plant, department and classification in which

the employee was working in immediately before entering the specialized or semi-skilled position. Employees removed after thirty (30) days but prior to the 90th day will go to an open job on site.

- F. When Management contemplates the need to remove an employee from the above classifications, wherever possible, they will notify the Shop Committeeperson as soon as practicable, but in any event far enough in advance to discuss the evaluation of said employee before any action to remove the employee is taken. Additionally, Management will provide the Shop Committeeperson with the employee training matrix.
- G. In the event it is necessary to reduce employees from a department, employees will be removed in line with their seniority displacing employees with less seniority. Employees displaced from their department will be placed on available jobs in the plant. In applying this procedure, if it is necessary to reduce the total number of people in the plant, the least senior employees in the plant will be transferred to an available job at the site. It is understood that employees involved must be physically capable of performing the jobs.
- H. Employees who are transferred from a department as a result of the provisions of the Agreement shall immediately carry plant-wide seniority into the department to which they are transferred.
- I. When it becomes necessary to move an entire department from one plant, to another plant, employees who are assigned to the job will move with the job.
 - 1. When something less than a complete department is moved, employees in the affected department who can do the job may volunteer to move with the job. Such volunteers with the most seniority will be afforded the opportunity to move with the job.
 - 2. When something less than a complete department is moved within the plant, employees in the affected department who can do the job may volunteer to move with the job. Such volunteers with the most seniority will be afforded the opportunity to move with the job. If there are no volunteers, the employee assigned to the noted job will displace the least senior employee

within the employee's department and the least senior employees in the department will be moved with the job. When it is necessary to move support groups, inspectors, etc., with the move, the least senior employee within the respective department who can do the job will be the employee transferred provided there is not a volunteer in the respective department. (In such an event the employee with the greater seniority who volunteers who can do the job, will move with the job)

J. Movesheet Corrections

In the event that a move was made in error, the move will be corrected within thirty (30) days from the error occurring.

Section 9. TEMPORARY TRANSFER PROCEDURE OF EMPLOYEES (TWENTY-EIGHT (28) Calendar Days) ("TAG")

Tagging – The duration of a temporary transfer will be an initial period of 28 days. Should it become necessary to extend this period it will be done by mutual consent between the shop Committeeperson and Plant Manager

When a need for temporary help arises in an area, the following procedure will be implemented:

- A. The area/plant requiring additional help will establish how many employees are needed and thereafter notify the other areas/plants.

Those areas/plants that can provide help will temporarily transfer employees in the following order:

1. During periods of Temporary Layoff (TLO), the respective plant impacted will send the most qualified and available person.
2. In all other situations, volunteers will be solicited by seniority order. Proficiency will take priority.
3. If additional employees are still needed, send the lowest seniority.

The sending area/plant will initiate a notification which will be given to the Human Resources Representative, employee and Shop Committeeperson involved, as far in advance as possible. The notification will state the plant, shift, start and return dates. If it becomes necessary to retain employees in excess of twenty-eight (28) days, circumstances regarding

the extension of the temporary transfer will be reviewed and mutually agreed upon at PJAC at the receiving plant/area, prior to such assignment being extended.

ARTICLE 15 HOLIDAYS

Section 1. The Company recognizes the following (15) holidays per year:

2020 (15)

Jan. 1 New Year's Day
April 10 Good Friday
May 25 Memorial Day
July 3 Independence Day
Sept. 7 Labor Day
Nov. 26 Thanksgiving Day
Nov. 27 Day After Thanksgiving
Dec. 24 Christmas Holiday
Dec. 25 Christmas Holiday
Dec. 28 Christmas Holiday
Dec. 29 Christmas Holiday
Dec. 30 Christmas Holiday
Dec. 31 New Year's Eve
2 Floating Holidays

2022 (15)

Jan. 17 Martin Luther King, Jr. Day
April 15 Good Friday
May 30 Memorial Day
July 4 Independence Day
Sept. 5 Labor Day
Nov. 24 Thanksgiving Day
Nov. 25 Day After Thanksgiving
Dec. 26 Christmas Holiday
Dec. 27 Christmas Holiday
Dec. 28 Christmas Holiday
Dec. 29 Christmas Holiday
Dec. 30 Christmas Holiday
3 Floating Holiday

2021 (15)

Jan. 1 New Year's Day
Jan. 18 Martin Luther King, Jr. Day
April 2 Good Friday
May 31 Memorial Day
July 5 Independence Day
Sept. 6 Labor Day
Nov. 25 Thanksgiving Day
Nov. 26 Day After Thanksgiving
Dec. 24 Christmas Holiday
Dec. 27 Christmas Holiday
Dec. 28 Christmas Holiday
Dec. 29 Christmas Holiday
Dec. 30 Christmas Holiday
Dec. 31 New Year's Eve
1 Floating Holiday

2023 (15)

Jan. 2 New Year's Day
Jan. 16 Martin Luther King, Jr. Day
April 7 Good Friday
May 29 Memorial Day
July 4 Independence Day
Sept. 4 Labor Day
Nov. 23 Thanksgiving
Nov. 24 Day After Thanksgiving
Dec. 25 Christmas Holiday
Dec. 26 Christmas Holiday
Dec. 27 Christmas Holiday
Dec. 28 Christmas Holiday
Dec. 29 Christmas Holiday
2 Floating Holiday

2024 (15)

Jan. 1 New Year’s Day
Jan. 15 Martin Luther King, Jr. Day
Mar. 29 Good Friday
May 27 Memorial Day
July 4 Independence Day
Sept. 2 Labor Day
Nov. 28 Thanksgiving
Nov. 29 Day After Thanksgiving
Dec. 24 Christmas Holiday
Dec. 25 Christmas Holiday
Dec. 26 Christmas Holiday
Dec. 27 Christmas Holiday
Dec. 30 Christmas Holiday
Dec. 31 New Year’s Eve
1 Floating Holiday

2025 (15)

Jan. 1 New Year’s Day
Jan. 20 Martin Luther King, Jr. Day
April 18 Good Friday
May 26 Memorial Day
July 4 Independence Day
Sept. 1 Labor Day
Nov. 27 Thanksgiving
Nov. 28 Day After Thanksgiving
Dec. 24 Christmas Holiday
Dec. 25 Christmas Holiday
Dec. 26 Christmas Holiday
Dec. 29 Christmas Holiday
Dec. 30 Christmas Holiday
Dec. 31 New Year’s Eve
1 Floating Holiday

2026

Jan 1. New Year’s Day
Jan 2. New Year’s
Jan. 19 Martin Luther King Jr., Day

Section 2. Holiday Pay

A. Employees shall be paid for each specified holiday and the holidays in each of the Christmas holiday periods in accordance with the provisions as provided hereinafter:

1. The employee has seniority as of the date of each specified holiday and as of each of the holidays in each of the Christmas holiday periods, and
2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and
3. The employee must have worked the last scheduled work day prior to and the next scheduled work day after each specified holiday within the employee’s scheduled work week. For each Christmas holiday period, the employee must have worked the last scheduled work day prior to each holiday period and the next scheduled work day after each holiday period. Each of the designated days in the Christmas holiday period shall be a holiday for purposes of this Holiday Pay Section.

Note: Employees will not be eligible to use VR (restricted vacation) unless preapproved the last scheduled work day prior to or the next scheduled work day after a holiday.

4. Failure to work either the last scheduled work day prior to or the next scheduled work day after each Christmas holiday period will disqualify the employee for pay for the one holiday in the Christmas holiday period which follows or precedes such scheduled work day.
5. An employee who retires as of January 1, and who is otherwise eligible for holiday pay for those holidays falling in the Christmas holiday period up to and including December 31 will receive holiday pay for such holidays.
6. In order for employees to have maximum time off during the Christmas Holiday Period, employees will only be scheduled for work on the following days, which are not paid holidays under this Agreement, on a voluntary basis:

Saturday, December 26, 2020

Sunday, December 27, 2020

Saturday, January 2, 2021

Sunday, January 3, 2021

Saturday, December 25, 2021

Sunday, December 26, 2021

Saturday, January 1, 2022

Sunday, January 2, 2022

Saturday, December 24, 2022

Sunday, December 25, 2022

Saturday, December 31, 2022

Sunday, January 1, 2023

Saturday, December 30, 2023

Sunday, December 31, 2023

Saturday, December 28, 2024

Sunday, December 29, 2024

Saturday, December 27, 2025

Sunday, December 28, 2025

B. Christmas Holiday Period

This is to confirm our understanding concerning the Christmas holiday periods provided under our Agreement.

Employees shall not be disqualified for holiday pay if they do not accept work on such days. This does not apply to employees on necessary continuous seven-day operations.

Seniority employees on leave of absence for military service, or on a Leave for Family and Medical Reasons, during the work week prior to or during the week in which the holiday falls, shall receive pay for such holiday.

When a holiday, specified above, falls within an eligible employee's approved vacation period or during a period in which jury duty pay is received and such vacation or jury duty causes the employee to be absent from work during the regularly scheduled work week, the employee shall be paid for such holiday.

When eligible employees are on an approved leave of absence and return to work following the holiday but during the week in which the holiday falls, they shall be eligible for pay for that holiday. Eligible employees whose leave of absence terminates during the Christmas Holiday Period, and who report for work on the next scheduled work day after the Christmas Holiday Period, will be eligible for holiday pay beginning with the first holiday such employees would otherwise have worked and each holiday thereafter in the Christmas Holiday Period.

Employees not working in necessary continuous seven-day operations 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 Holiday Pay Section.

Seniority employees who are placed on Temporary Layoff one (1) work week prior to or during the week in which the Christmas holiday falls and such Layoff encompasses said Holiday Period, employee(s) so affected, will receive a lump sum payment of \$250 and shall be paid to such employee(s) at the end of the second

pay period said employee(s) were returned to work from Temporary Layoff.

C. Holiday Pay and Disciplinary Layoffs

The parties discussed the situation where the duration of an impending disciplinary layoff would encompass or abut a specified holiday. It was mutually recognized that a wide variety of local practices exist on whether loss of holiday pay is appropriately included in the layoff penalty.

To ensure uniformity between plant locations in the administration of discipline in such situations, the Company advised the Union that, as a matter of policy that loss of holiday pay will not be included as part of the disciplinary penalty assessed.

Section 3.

In the event one of the holidays falls on a Saturday, the holiday will be observed on the preceding Friday. In the event one of the above holidays falls on a Sunday, the holiday will be observed on the following Monday. Management agrees to canvas for volunteers to satisfy overtime needs prior to invoking Mandatory Overtime provisions for Holiday weekends. This does not apply to the Christmas Holiday period. Those dates are outlined above.

Section 4.

An employee who works on a designated holiday shall be paid eight (8) hours for the holiday and double time the employee's regular rate for the hours worked.

Section 5.

Each eligible employee shall be paid eight (8) hours at straight time, at the employee's wage rate for a full holiday. An eligible employee is one who was active and would otherwise be scheduled to work on the date of the holiday, and who has worked, or has an approved absence for, their full last scheduled work day prior to and the full next scheduled work day after the holiday, including Saturday and Sunday. Unless stated elsewhere in separate MOU.

Section 6.

Employees working an Alternative Work Schedule (AWS) will have the terms of this article enumerated according to the schedule they are assigned.

Section 7.

The floating holiday must be pre-approved by supervision and if unused, will be paid out with unused vacation allowances.

Section 8. Deferred Holidays:

Employees that work a designated holiday and are eligible may defer those hours for future use with the following provisions;

- Deferred hours must be pre-approved by the Group Leader.
- Employees that work a holiday will receive the holiday credit in the week the holiday is worked.
- Deferred holidays will not contribute to the overtime calculation when used.
- Deferred holiday hours (except hours deferred during the Christmas Holiday) will not carry over from year to year; they will be paid out in January with unused vacation. Employees that work during Christmas Holiday may choose to defer those hours into the following year.

ARTICLE 16 VACATION

Section 1:

The vacation entitlement provisions of this Section shall apply during the remainder of the term of this agreement.

Section 2:

The eligibility date for the vacation entitlement for all seniority employees is December 31.

Section 3:

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.

Section 4:

Employees will become eligible for vacation entitlement provided they have at least one year’s seniority as of December 31 of the eligibility year. All entitlement will be immediately available to the employee as of the first pay period in the eligibility year. Any entitlement that has been used and not earned will be recovered by the Corporation. Without modifying or adding to any other provision of the Vacation Section, an employee who has seniority but has not acquired one year’s seniority as of December 31 shall nevertheless become eligible for a percentage of 40 hours of vacation entitlement pursuant to Section 6 in Article 16.

Section 5:

In determining the number of pay periods an employee shall have worked in the eligibility year; the employee shall be credited with one pay period for each pay period in which the employee performs work.

Section 6:

Entitlement – The service year in which a seniority employee will celebrate his/her anniversary (hire in) date of employment will determine his/her paid vacation entitlement that year in accordance with the following schedule:

Seniority Status Paid	Vacation Entitlement
Less than one (1) year	40 hours
One (1) year, but less than three (3) years	80 hours
Three (3) years, but less than five (5) <u>years</u>	100 hours
Five (5) years, but less than ten (10) years	120 hours
Ten (10) years, but less than fifteen (15) years	140 hours
Fifteen (15) years <u>and greater</u>	160 hours

An eligible employee shall be entitled to a percentage of vacation entitlement shown above based on the number of pay periods the employee works in the eligibility year, in accordance with the following:

Pay Periods Worked	Percentage of Hours of 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

Section 7:

Vacation pay – vacation pay will be computed at the employee’s base wage (including shift premium) as of the date his/her vacation begins. Payment of the unused portion, if any, of the employee’s entitlement shall be made no later than February 1 of the following year.

Section 8:

Vacation Scheduling- Employees of the Saginaw Site may apply for vacation time off during the month of February each year. Application may be made using Management’s provided form, on which the employee may indicate first, second, and third choices. The current “white” copy will be given back to the employee immediately to serve as receipt copy for the time applied for. The “pink” copy will be returned to the employee

by March 31st of each year with the disposition of the written requested time off. Employees will be notified whether their requests have been approved or denied by March 31st. Should employee not be notified by March 31st the requested choice of day or days as applied for will be considered granted unless changed or cancelled by mutual consent of Management and the employee. It is understood by the parties that the time period applied for and granted in this situation will not exceed the vacation time off entitlement of an employee. Further, relative to vacation requests for time off (periods that fall outside the scope of the vacation application period), Management agrees to respond to each request with a written disposition in a timely manner, but no later than one week from the date of submission to their supervisor. Once transitioned to a digital system, notification will be electronic. Individual concerns relative to the intent of this agreement or Management's failure to comply with the same, should be brought to the attention of the Plant Human Resource's Department. In recognition of the Union's concern, Management concurs that vacation time off request during the contractually defined vacation application period be provided for on a Saginaw Site form. Furthermore, a valid choice is defined as a specific date or specific consecutive dates. This process may be repeated until employees have an opportunity to exhaust all of their contractual granted vacation time off.

The Parties agree to implement the following approval process: During the Vacation Application Period the previously established past practice shall apply whereby, greatest seniority employees will be permitted to exhaust their entire vacation entitlement first and such process will continue accordingly in descending seniority order until all employees within each department have been given the opportunity to exhaust their respective PTO entitlements.

During these negotiations the parties discussed the topic of potentially deviating away from the current "paper" vacation request and approval platform and converting to a digitized request and approval platform. In such an event the parties initiate such a procedure change, the following criteria will apply:

- 2-week written notification will be provided to employees identifying the targeted date for such transition to take effect, prior to any process changes of the vacation request/approval process.
- Paper requests will be accepted and function just as they otherwise would absent a digital platform implementation, until the parties have agreed the digital process is fully functional.

- A separate MOU will be drafted explaining the specific details regarding the functionality of the adopted digital platform.
- The above cited “paper” process will be mirrored to that of any digital process which may be adopted.

Section 9:

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, if there is one, and, if not, to the spouse, parents, children, or other relative or dependents of such person as the Corporation in its discretion may determine.

Section 10:

For the purpose of this Vacation Entitlement section only, a pay period during which an employee uses or is paid for any Holiday, Vacation Entitlement (VR, VP, VT, DP, PA, etc.), Jury Duty, active Military duty, FMLA or bereavement shall be counted as a pay period worked. A laid off employee who receives pay for a designated holiday shall receive credit for the pay period in which the holiday falls as a pay period worked.

Section 11.

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 one (1) pay period in the eligibility year and are otherwise eligible for a vacation entitlement.

Section 12:

Plant Seniority/Vacation Entitlement Eligibility

The parties discussed the situation whereby an employee, for reasons of discharge or contractual release, does not have plant seniority at the end of the vacation entitlement eligibility year.

- A discharged employee's seniority and/or vacation entitlement may be impacted by the settlement of an associated grievance.

The parties agreed that if an employee maintains seniority at any Nexteer location, or if their seniority and/or lost wages are reinstated by a grievance settlement, the employee will be eligible for all vacation entitlement earned during the affected period.

Section 13:

Holiday's occurring during an Approved Vacation

Employees who use vacation time in any week that encompasses a holiday pursuant to Article 15, will receive Holiday pay in lieu of vacation pay for such day(s). Employee will receive credit towards vacation entitlement.

Article 17 - Benefits
Current Full-Time Hourly Employees

Employees with a hire date prior to ratification or eligibility upon configuration of the 2020 CBA.

MEDICAL Plan Design	HMO	PPO
Weekly Employee Contributions		
Self Only	None	None
Self + Spouse	None	None
Self + Child(ren)	None	None
Self + Family	None	None
Company paid HRA	<u>\$500 self only/\$1,000 with dependents</u> (Self+Spouse, Self +Child(ren), Self+Family) HRA contribution subject to employee completing annual physical.	None
HMO Incentive	<u>\$750</u> Allow one-time payment: for HMO elected in 2021 or move PPO to HMO after 2021.	N/A
Medical Plan Design (In-Network)		
Annual Deductible	<u>\$1,000/\$2,000</u>	<u>\$1,500/\$3,000</u>
Coinsurance (Employer %/Employee %)	80%/20%	<u>70%/30%</u>
Coinsurance Max	\$500/\$1,000	<u>\$1,250/\$2,500</u>
Total OOPM	<u>\$3,400/\$6,800</u>	<u>\$6,000/\$12,000</u>
Medical Plan Design (Out-of-Network)		
Annual Deductible	N/A	<u>\$2,500/\$5,000</u>
Coinsurance (Employer %/Employee %)	N/A	60%/40%
Coinsurance Max	N/A	N/A
Total OOPM	N/A	N/A
Copays Office Visits:		
Telehealth	<u>\$10</u>	<u>\$15</u>
PCP Visit	\$20	\$40
Specialist	\$40	<u>\$55</u>
Urgent Care	<u>\$50</u>	<u>\$70</u>
Emergency Room Visit	<u>\$150</u>	<u>\$150</u>
Copays Rx:		
Generic copay	<u>\$15</u>	<u>\$20</u>
Preferred Brand copay	<u>\$30</u>	\$40
Non-Preferred Brand copay	<u>\$45</u>	\$60
Specialty copay	\$75	\$100
2nd tier Specialty copay	<u>\$150</u>	<u>\$200</u>
Mail order	2x 30-day copay for 90-day supply	

Other:

Dependent coverage for children ends at end of month age limit is reached; medical age 26.

Dental

Current employee eligible for dental at same time as medical coverage, effective in 2021 upon configuration.

Full Vision

Current employee eligible for Full Vision at same time as medical coverage, effective in 2021 upon configuration.

New Hire Full-Time Hourly Employees

New Hires in 2021 eligible per configuration timing.

MEDICAL Plan Design	HMO Eligible 1 st of month after 60 days
Weekly Employee Contributions	<u>Subject to 2% annual, to begin January 1, 2022.</u>
Self Only	<u>\$24.00 per week</u>
Self + Spouse	<u>\$24.00 per week</u>
Self + Child(ren)	<u>\$24.00 per week</u>
Self + Family	<u>\$24.00 per week</u>
Company paid HRA	<u>\$500 self only/\$1,000 with dependents (Self+Spouse, Self +Child(ren), Self+Family)</u> <u>HRA contribution subject to employee completing annual physical.</u>
HMO Incentive	<u>None</u>
Medical Plan Design (In-Network)	
Annual Deductible	\$500/\$1,000
Coinsurance (Employer %/Employee %)	80%/20%
Coinsurance Max	\$500/\$1,000
Total OOPM	<u>\$3,400/\$6,800</u>
Medical Plan Design (Out-of-Network)	
Annual Deductible	N/A
Coinsurance (Employer %/Employee %)	N/A
Coinsurance Max	N/A
Total OOPM	N/A
Copays Office Visits:	
Telehealth	<u>\$10</u>
PCP Visit	<u>\$20</u>
Specialist	<u>\$40</u>
Urgent Care	<u>\$50</u>
Emergency Room Visit	<u>\$150</u>
Copays Rx:	
Generic copay	<u>\$15</u>
Preferred Brand copay	<u>\$30</u>
Non-Preferred Brand copay	<u>\$45</u>
Specialty copay	<u>\$75</u>
<u>2nd tier Specialty copay</u>	<u>\$150</u>
Mail order	2x 30-day copay for 90-day supply

New Hire Other:

Dependent coverage for children ends at end of month age limit is reached; medical age 26.

- Employees with a hire date on or after ratification of the 2020 collective Bargaining Agreement, who return from an unpaid leave of absence with benefits (Article 9 including FMLA, temporary layoff, jury duty, military leave < 30 days, Informal Leave < 30 days) whereby health care benefit premiums that were not deducted while on leave, will be deducted from the Employees paycheck, at one (1) times the amount until the premiums are paid in full. Such recoveries/deductions will be limited to a maximum of fifty dollars (\$50) per week unless a greater amount is authorized in writing by the employee to be withheld.
- In the event of a termination of employment, whereby an employee has any unpaid healthcare premiums for reasons cited above, will have such applicable premiums deducted from the last paycheck as allowed by Michigan regulations.

Dental

- New Hire full-time employee will receive full Dental coverage the first of the month after thirty-six (36) months.

Full Vision

- New Hire full-time employee will receive Full Vision coverage the first of the month after thirty-six (36) months.

Part-Time Hourly Employees

Definition: A part-time employee may work up to a maximum of 29 hours per week.

401(k):

Eligibility:

Employees who are categorized as Part-Time will be eligible to participate in the company 401(k) Plan upon the first of month after six (6) months of employment.

Part-Time may contribute to the plan in the form of employee elective compensation deferrals but will not receive company matching contributions.

Elective Deferrals: Voluntary compensation deductions of at least 1% up to 60% of compensation. Catch up contributions and Roth elective deferrals permitted. Automatic elective deferral default of 1% unless the participant elects otherwise. Elective deferrals are 100% vested.

Fees: Participants to pay an annual fee not to exceed \$55 to cover costs and fees associated with the administration of the plan.

EAP:

Eligibility: Date of hire.

OTHER BENEFITS:

Tuition Assistance Reimbursement Plan – Part-Time employees will be eligible to participate in the Tuition Assistance Plan. Part-Time participation in TARP will not exceed a ratio of 1:3 compared to employees categorized as “Full-Time”.

All Full-Time Hourly Employees

Other Benefits -

Employees married to another Nexteer employee must be covered under one plan (spouse or family).

An employee who is also a dependent child of a parent working at the company may only be covered under one plan, as their own coverage or under their parent.

Dependent changes require a life event (30-day window for LSE).

Employees enrolled in the Company’s medical benefit plan, who elect to receive their annual physical at the “on-Site Clinic”, will be permitted to do so during the employees regularly scheduled work hours.

See the On-Site Clinic MOU for further information regarding additional HRA entitlements.

Employees who take an approved unpaid Formal Leave of Absence (Personal Leave of Absence greater than 30 days), will have their Benefit coverage discontinued on the first day such leave of absence commences. All employee benefit coverages will be reinstated the first day such employee(s) returns to work following the cessation of such leave.

Dental

No change to current dental plan design.

Dependent children eligible until end of month that they turn age 26.

Vision

No change to current Full Vision plan design.

Dependent children eligible until end of month that they turn age 26.

Life

Design - Basic Employee Life – Leave as is (Company Paid)
Optional Life Insurance – Leave as is

Eligibility - First of the month after 90 days of employment

401(k) – Full-Time Employees

- Current employees receiving company contributions will continue to receive and those who are covered by the Delphi Benefit Guarantee will receive upon expiration of the Delphi Benefit Guarantee the following: the 5.4% of participant's compensation nonelective contribution, the .50 cents per compensated hour nonelective contribution, and the 30% match up to 7% of compensation matching contribution. No new entrants after all Nexteer employees formerly under the Delphi Benefit Guarantee receive the current company contributions. The parties will jointly review this list of employees and agree on the specific participants/employees who were formerly covered under the Delphi Benefit Guarantee.
- Amend plan to add a 50% match up to 6% of earnings for all current employees not receiving company contributions and newly hired employees moving forward.
- Grandfather current vesting for all existing participants 100%.
- 3-year cliff vesting for all new participants after 1/1/16.
- New hires eligible for company match the first of the month after 12 months of service.

- Employees with less than 1 year of service may contribute but do not receive match.
- Auto enrollment at 1%, employee can opt out.
- No termination, merger, or consolidation of the hourly plan without advanced discussion with the Union.
- Amendments made to the plan from changes agreed to during these negotiations to be reviewed jointly and mutually agreed upon in writing by the Union and the company before amendment of the plan takes place.
- Limit loans to one.
- Grandfather existing loans.
- Following 1/1/16, existing loans must be paid off prior to new loan being processed.
- Participants to pay an annual fee not to exceed \$55 to cover costs and fees associated with the administration of the plan.

Disability -

Long Term Disability-

All Nexteer employees currently receiving Long-Term Disability benefits prior to December 18, 2015 will be grandfathered under the 2010 Collective Bargaining Agreement and continue receiving benefits in accordance with the 2010 Collective Bargaining Agreement.

Qualifying Employees (other than those specific “grandfathered” employees above) who are 65 years of age and greater will maintain Long-Term Disability benefits as reflected below.

Benefit Duration for Wage and Medical Benefits:

Less than 3 years employment service: No Coverage, Refer to STD Plan.

Three (3) or more years employment service: Lessor of three (3) years or until age of 65.

<u>Age on Date of Your Disability</u>	<u>Maximum Period of Payment</u>
<u>65</u>	<u>24 Months</u>
<u>66</u>	<u>21 Months</u>
<u>67</u>	<u>18 Months</u>
<u>68</u>	<u>15 Months</u>
<u>69 and over</u>	<u>12 Months</u>

Monthly Payment Amount:

60% benefit up to \$2500/Month

Calculation: 40 Hours per week X 52 Weeks = 2080 hours / 12 Months = 173.3 Hours / Month X 60% X Wage Rate

Short Term Disability-

Design:

Eligibility same as current

Weekly Payment Amount: 60% Benefit

Calculation: 60% of Hourly Wage Rate X 40 Hours

Duration: 1 or more years of service: 52 weeks

In the Unforeseen event of plant closure or termination of CBA during the duration of the agreement, The Company will pay out any remaining Short-Term Disability benefits for any individuals that are beyond the 26 and 52-week benefit as follows:

1 - 3 years of service: Balance of 13 weeks Wage benefit & Cobra Medical payments

Greater than 3 years of service: Balance of 26 weeks Wage benefit & Cobra Medical payments

All Hourly Employees

Health Care Committee- The joint Healthcare Committee will meet at a minimum of once per quarter to discuss and review the proper administration and education of the Hourly Benefit plans, along with addressing issues arising from said plans. This joint committee will meet not less than one (1) time per quarter, with the understanding that the frequency may be increased based on demand and needs of the employees and organization.

All other plan design items will be modified to the extent necessary to reflect the contractual changes of the 2020 Collective Bargaining Agreement. Any such amendments must be in writing and mutually agreed to between the parties. Any benefit related items not specifically addressed herein will remain unchanged from the current hourly benefit entitlement(s).

Should any portion of this agreement become invalid through the operation of the Law, such invalidation shall not affect any remaining portions herein. Any such invalidated provision will be re-negotiated and mutually agreed to between the parties.

ARTICLE 18
NO STRIKES OR LOCKOUTS

Section 1. So long as this Agreement is in effect the Union will not cause, encourage or permit employee(s) to cause, nor will any employee take part in any strike, nor will any employee take part in a strike at the Saginaw Site (including Plant 14) only.

Section 2. Upon learning of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with production, the Union shall take all necessary steps to avert or bring such activity to a prompt termination.

Section 3. So long as this agreement is in effect the Company will not lock out any of its employees for any reason whatsoever.

Section 4. Any authorized Strikes, slowdowns or stoppages of work must be approved and sanctioned by the International UAW.

ARTICLE 19
COMPLETE AGREEMENT

This Agreement expresses the complete understanding of the Company and the Union on the subject of wages, hours of work, and other terms and conditions of employment.

ARTICLE 20
MOU LISTING

The following MOUs listed below and contained herein within this agreement are in effect through the life of this agreement:

1. Union Elections	Page. 205
2. Union Elections Attachment A	Page. 207
3. Toolbox Removal	Page. 209
4. Center of Analysis	Page. 210
5. Predictive Technologies	Page. 213
6. JIT	Page. 214
7. Manufacturing Development Lab (MDL)	Page. 218
8. Joint Travel	Page. 222
9. Shipping and Receiving	Page. 223
10. Per Diem	Page. 225
11. Prototype	Page. 227
12. CMM Prototype	Page. 232
13. Overtime Reimbursement Voucher	Page. 235
14. Premium Time Calculation Guide	Page. 238
15. General Laborer	Page. 239
16. General Reference Guide	Page. 243
17. Subcontracting Committee	Page. 264
18. Production Part Time Employees	Page. 266
19. Industrial Truck Repair	Page. 269
20. Alternative Work Schedule	Page. 270
21. Metallurgical Laboratory	Page. 278
22. Labor-Management Relationship Committee	Page. 286
23. Health Care Clinic MOU	Page. 288
24. 9th Hour District Overtime	Page. 291
25. Savings Distribution Program	Page. 292
26. Financial Secretary MOU	Page. 294
27. Vice President MOU	Page. 296
28. Floating Holiday Resolution MOU	Page. 298

ARTICLE 21
SEVERABILITY

In the event any provision of this Agreement conflicts with a Federal or State statute, now in force or hereinafter enacted, such invalidated provision shall not invalidate the remaining portions of the Agreement and all remaining portions shall remain in full force and effect. The provision or provisions which are invalidated under the preceding sentence shall be renegotiated by the Company and the Union and such renegotiation shall, in no way, affect the parties' contractual obligations in this Agreement nor shall it, in any way, alter the terms of this Agreement.

ARTICLE 22
DURATION AND TERMINATION

This agreement shall remain in full force and effect until (March 20, 2026) and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve a written notice on the other party of a desire to terminate, modify or change this Agreement. Such notice shall be sent by either overnight mail by a nationally recognized carrier (e.g. Federal Express) or registered or certified mail, return receipt requested to the other party and shall specify the changes desired.

ARTICLE 23
PAY SYSTEMS AND PROCEDURES

Section 1 - Local Wage Agreement

Refer to the last page of this Article for the Wage Table

Section 2 - Direct Deposit & Electronic Debit Cards

- a. In order to provide the convenience of immediate availability, added safety and significant efficiencies the parties have agreed that upon ratification of the 2020 agreement, all payroll drafts will be electronically deposited into each employee's account at his/her designated financial institution on Friday of each week.
- b. The Parties have agreed that the Company may introduce electronic payroll debit cards to hourly employees during this agreement pursuant with State Law.
- c. Employees who do not provide the necessary information to implement the direct deposit process will be issued an electronic payroll debit card by the Company and will have their payroll draft applied to such debit card. Employees who are issued an electronic payroll debit card will have their payroll draft applied to such card on Friday of each week. It is understood that hourly employees will have their payroll draft mailed to their address of record during the interim period required to establish and properly implement the electronic debit card procedure.
- d. With respects to subsection b and c above, the company will provide hourly employees, upon proper processing, an original and one (1) replacement for lost electronic debit cards at no cost to the employee. Additional electronic debit cards beyond those noted above, will be subject to the appropriate charge. Management will establish a practice of replacing worn or non-functional cards at no cost to the employee(s).

Note: In instances whereby, an employee exercises the option of payroll discrepancies to be reconciled through the use of an electronic debit card it is understood that such funds may not be available to such employee for a period of 72 hours from the date such payment is processed. Additionally, any other applications in which this electronic debit cards are utilized

outside of these cited herein, must be in writing and mutually agreed to between the parties.

This Agreement provision supersedes any and all local agreements or practices regarding the method of and/or timing of payroll draft delivery.

Section 3. Pay Stub Information

The Company and the Union discussed during these negotiations a variety of changes to the paystub process to make it more effective and efficient and agree to explore these options and their availability within the software and limitations of our systems.

Year-to-date totals of deductions for Credit Union will be shown on the employee's pay stub. In addition, the employee's job code, hourly rate of pay, itemized PTO breakdown (to the maximum extent permitted by system), weekly and YTD earnings, bonus amounts, and grievance payouts will be shown on the pay stub.

Employees will have the ability to view Paycheck Stub information using self-service website and afforded the ability to print Paycheck Stub information using the In-Plant Kiosk. The Company commits that the Kiosks will have functional printers for each plant throughout the Saginaw Site. The company will add Kiosk and printers as demand warrants.

(Note: Printers will be installed to existing kiosks within each facility. The need of additional kiosks and printers will be determined utilizing criteria such as utilization rates and employee logistics pertaining to the plant(s) geographical layout. Furthermore, the Union commits to assisting in the maintenance (assisting with stocking paper/toner) of such printers, along with the development of a policy to protect sensitive and/or confidential employee information. These provisions will be periodically evaluated by the parties and may result in augmentation to best service the needs and protect the rights of employees)

Section 4. Payment of Bereavement Pay

It is the Company's policy to pay employees for Bereavement Pay in the following week's paycheck, provided all required forms are properly completed and submitted to the appropriate Company managers no later than 9:00 p.m. on Monday of the week following the last day of absence. The forms may be copied so that the employee may retain a receipt.

Section 5. Pay Shortages / Overpayment

Shortages:

Pay shortages due to Management error, of four (4) pay hours or more will be handled in the following manner:

- Management will notify the Payroll Department of the shortage.
- Payroll will immediately prepare a check with the employee's normal tax deductions.
- The check will be available to the employee at the plant at the end of the next work day (excluding weekends and holidays)
- Additionally, if the employee so chooses, they may have their pay shortage paid via direct deposit or an electronic debit card with a 72-hour processing time.

Overpayments:

Employees who are aware that they are in receipt of an overpayment are expected to notify their supervisor promptly. Additionally, employees will have the ability to utilize the Self-Service website or in plant Kiosk to provide notice of overpayment to Management and a copy/receipt of such notification confirmation will be immediately furnished to the employee. Any such additional employee liability resulting from overpayment of funds, will cease within two pay checks from the date to which notification of overpayment was given to management.

The company shall have the right to deduct from payroll of employees any amount necessary to correct overpayment caused by error. The recovery of these overpayments will be administered in accordance with Michigan state law and the following conditions:

- Nexteer will notify the employee of such overpayment as soon as practicable, but no later than six (6) months of the overpayment.
- Employees will be provided a minimum of one (1) week notice prior to the company making these types of recoveries and such recoveries will be limited to a maximum of fifty dollars (\$50) per week unless a greater amount is authorized in writing by the employee to be withheld.

Section 6. Grievance Settlement Payments

Grievance settlement payments will be paid within two (2) weeks from the date of the final written decision. The amount of the settlement, less required deductions will be included on the pay stub

Section 7. Shift Premium

The parties agree that a night shift premium will be paid on night shift earnings, including overtime premium pay, for time worked on shifts scheduled to start in accordance with the following chart:

<u>Shift Start Time</u>	<u>Shift</u>	<u>Premium</u>
On or after 6am and before 8am.	A-Shift	None
On or after 2pm and before 6pm.	B-Shift	2.5%
On or after 8pm and on or before 12am.	C-Shift	5%

Once an employee's regularly scheduled start time assigns them to, A-Shift, B-Shift or C-Shift they will receive the designated premium for any hours worked prior to or after their shift. This shift designation and the assigned premium will remain in effect for company paid training, travel, or event purposes.

Section 8. Wage Rate/Lump Sums

The parties agree that pay for any/all contractual wage rate increases will be effective as of the date enumerated in the agreed upon wage chart. Any lump sum pay outs will be made within two (2) pay periods of the date enumerated in the agreed upon wage chart.

Note: Any Bonus pay will be discussed between the Parties and will be defined in a separate MOU.

Current Employee Wage Chart

											Contract End 3/20/26				
											Year 1	Year 2	Year 3	Year 4	Year 5
PRODUCTION	CURRENT WAGES (Effective 9/15/2019)	(EFF 3/23/20-Ratification) "Retro"	Ratification Date	4/4/2022	10/3/2022	4/3/2023	10/2/2023	4/1/2024	9/30/2024	3/31/2025	9/29/2025				
	PROD I: PRODUCTION 2 NH														
	\$15.88	\$16.44	\$17.00	\$17.26	\$17.88	\$17.88	\$17.88	\$18.47	\$20.35	\$20.70	\$21.50				
	Lump-Sums ->														
	PROD II: PRODUCTION 1 SUPPLEMENTAL/PRODUCTION 2														
	\$17.77	\$18.30	\$18.52	\$18.89	\$19.75	\$19.75	\$19.75	\$20.25	\$21.00	\$21.15	\$21.50				
	Lump-Sums ->						2.0%				1.0%				
	PROD III: PRODUCTION 1 SUPPLEMENTAL														
	\$18.69	\$19.25	\$19.35	\$19.75	\$20.68	\$20.68	\$20.68	\$20.78	\$21.00	\$21.15	\$21.50				
	Lump-Sums ->						2.5%				1.0%				
PROD IV: LEGACY (Production Employee's hired prior to 1/1/2001)															
\$19.56	\$20.15	\$21.90	\$22.17	\$22.80	\$22.80	\$22.80	\$23.10	\$23.75	\$23.75	\$23.75					
Note 1: Production Team Leaders I, II, & III = +\$0.50/hr, CSA1 TL = Specialized Rates. Note 2: Lump Sums Paid based on prior year W2 wages.															
SPECIALIZED (Team Leaders +\$0.50/hr)	CURRENT WAGES (Effective 9/15/2019)	(EFF 3/23/20-Ratification) "Retro"	Ratification Date	4/4/2022	10/3/2022	4/3/2023	10/2/2023	4/1/2024	9/30/2024	3/31/2025	9/29/2025				
	\$19.56	\$20.15	\$20.27	\$20.54	\$21.18	\$21.18	\$21.18	\$21.58	\$22.50	\$22.60	\$22.75				
	Lump-Sums ->														
SEMI SKILLED (Team Leaders +\$0.50/hr)	CURRENT WAGES (Effective 9/15/2019)	(EFF 3/23/20-Ratification) "Retro"	Ratification Date	4/4/2022	10/3/2022	4/3/2023	10/2/2023	4/1/2024	9/30/2024	3/31/2025	9/29/2025				
	\$21.37	\$21.90	\$21.90	\$22.17	\$22.80	\$22.80	\$22.80	\$23.10	\$23.75	\$23.90	\$24.25				
	Lump-Sums ->	2.0%					2.0%								
SKILLED (Team Leaders +\$0.50/hr)	CURRENT WAGES (Effective 9/15/2019)	(EFF 3/23/20-Ratification) "Retro"	Ratification Date	4/4/2022	10/3/2022	4/3/2023	10/2/2023	4/1/2024	9/30/2024	3/31/2025	9/29/2025				
	\$30.00	\$30.67	\$30.67	\$30.87	\$31.34	\$31.34	\$31.34	\$31.84	\$33.00	\$33.00	\$33.00				
	Lump-Sums ->	2.0%					3.0%								

PART TIME WAGE TABLE					
<i>Part Time Employees permitted to work less than 30 hours per week</i>					
Hours worked ==>	0-540 Hrs.	541-1080	1081-1620	1621 - 2160	2160 +
Pay Rate ==>	\$15.00	\$16.00	\$17.00	\$18.00	\$19.00
Start Rate \$15; \$1/hr. increase each 540 hours worked; Increases will take place the 2nd Payroll week of the month. Increases will be retroactive to the 540 hours threshold within 3 weeks after the raise.					

NEW HIRE WAGE TABLE										
FULL-TIME <i>(Employees Hired after 5/24/2021)</i>										
Hire Rate \$15.00	Employment Year 1		Employment Year 2		Employment Year 3		Employment Year 4		Employment Year 5	
	April	October	April	October	April	October	April	October	April	October
	\$15.00	\$15.00	\$15.00	\$16.00	\$16.00	\$16.00	\$17.05	\$17.05	\$17.05	\$18.50
Lump Sum Bonus Payments =>	0%		2%		3%		3.5%		4%	
ADDITIONAL INFORMATION:										
<i>Wage Increases after each 18 months of service, effective the first pay period of April or October as reflected by the wage increase cadence depicted above.</i>										
<i>Lump Sum payable to New Hires on the last normal paycheck of March each year based on their prior year W2 earnings.</i>										
<i>New Hire employees who are promoted to a Specialized, Semi-Skilled or Skilled job will receive applicable pay rates and lump sums according to the current employee wage table for those jobs.</i>										

ARTICLE 24 ATTENDANCE PROCEDURE

The Company and the Union mutually agree the problem of absenteeism must be addressed in a cooperative and constructive manner. Both parties recognize that absences adversely impact quality, cost and efficiency and in so doing create a threat to the job security of all employees.

The parties also recognize that sometimes absenteeism is the result of personal or unforeseen and immediate problems in an employee's life. It is also understood that such problems must be addressed in a reasonable and responsible manner.

Based on the foregoing, both the Company and the Union have agreed to adopt the following No-Fault Attendance Program, at the same time expecting employees to accept responsibility for their own attendance behavior.

- Employees that fail to report their absence or show within the 1st hour of the start of their shift may be subject to discipline under SR# 26 and attendance points. The Company reserves the right to change the call-in number for business reasons with proper notice to the Union and all Employees.
- This policy shall apply to all employees who have acquired seniority pursuant to the collective bargaining agreement
- Newly hired employees shall be covered under the provisions of this policy once a 90-calendar day probationary period has been completed. Prior to completion of the probationary period, newly hired employees shall be disciplined up to and including termination.
- Physician's notes/excuses will not have an impact on the administration of this procedure.
- If an employee reaches 18 or more points, the employee will be discharged automatically.
- Issues related to this policy should be reviewed with the Human Resources Rep.

A. No-Fault Attendance Policy

Tardy (less than 4 hours) = 1 point

Tardy (4 hours or more) = 3 points

Absent=3 points

Each additional day absent = 1 additional point per day

Sick leave=1 point per occurrence excluding FMLA associated leaves

- 1-17 points: Point totals posted weekly in specified area.
- 18 points: Discharge-Interview will be performed prior to employee being required to leave the plant.
- Union officials will receive all weekly employee notices (1-18 points)

Once an employee has accumulated points, they will remain on the employee's record for a period of 12 months active service from the date of the absence. It will be the responsibility of the employee to be aware of their own point total.

The following are the absences that are exempt from this program:

- Worker's Compensable cases
- Military –short term
- Union Activity
- Vacations
- Jury Duty
- Bereavement
- FMLA (Family Medical Leave Act)
- Training (at the training center) and Apprentices Training off-site

B. Restricted Vacation (VR Days)

Per this agreement, employees will be permitted to use their 40 hours of Restricted Vacation without prior approval except for days immediately preceding or following a holiday. Employees can use their VR in blocks as little as 6-minute increments. Employees will have the option to use VR to excuse them from this procedure not more than five (5) times in a calendar year. It is understood that the 6-minute increment can create a situation which employees will be assessed points toward this policy while still maintaining a Restricted Vacation Balance. After the 5 occurrences of VR have been used any remaining balance needs to be used as pre-approved vacation.

It is understood that issues related to the abuse of this provision in the form of concerted activity involving multiple employees missing the same day and causes major production disruptions will be brought the attention of the Bargaining Chairperson and the Manager of Industrial Relations and will be dealt with appropriately.

** For absences not covered, such as funeral of relative not covered by bereavement or for court subpoenas, the employee must provide documentation within two weeks of absence or the absence will remain unexcused and accrue points.

- Must provide proof of relationship for funerals of a relative.
- Excused absences for funeral are for the day of the funeral only and only if the funeral is during your normal working hours.
- Excused absences for court subpoena are only for the time of the court appointment, not the entire shift, and only if the court appointment is during your normal working hours.
- Reasonable travel time is to be allotted when exercising this provision. Concerns over the application of this provision will be handled between the Shop Committee and Human Resources on a case-by-case basis.

***Absences required to be protected by law will be considered exempt.

****FMLA related absences will be handled in the following manner:

- Employee's Vacation time (VP), will automatically be designated and will run concurrent with FMLA related absences. Employees will be afforded the ability to utilize other PTO allowances, after "VP" has been exhausted, during periods designated as FMLA using the Self-Service Site or Employee Call-In Number.
- It is understood that any election outside of "VP" will be on a voluntary basis. Verification of such election will be furnished promptly to the employee after making such election.
- Employees must elect which PTO balance (if any) and the number of hours they desire to have applied towards their FMLA entitlement. (Example: VR – 12 hours, Deferred holiday – 8 Hours).
- It is understood that after paid VP accruals have been exhausted, and those employees who choose not to elect additional PTO accruals to run concurrent with their FMLA leave, will be considered inactive during the remaining periods of FMLA usage.
 - o Employees who are considered to be inactive under this provision will have their attendance infractions extended out equal to the duration of such inactive period.

C. Process

Employee point levels will be posted or made available weekly in the plants using employee ID numbers. Any questions regarding point levels and attendance infractions, employees can contact their Group Leader (supervisor).

D. Attendance Incentives

For every six (6) months that an employee achieves perfect attendance they will choose between:

- Eight (8) hours additional paid vacation day or eight (8) hours pay.
- Note: Award periods are September 1 – February 28 and March 1 – August 31.
- Upon an employee choosing from the attendance incentive options listed above, the employee will have the ability to allocate which option they desire to have set as a default selection. The Default Selection will remain valid and in full effect until the employee changes such selection.

Note: Pay will be the default election and remain as such, until such time the employee elects otherwise.

Perfect attendance is defined as not having a “U”, “2”, “3”, “8”, “D”, “E”, “S”, or “G” Codes on an employee’s record.

- “U” or “8” Code = Unexcused Absence
- “2” Code = Employee late for work
- “3” Code = Employee left work
- “D” Code=Discipline
- “E” Code=Excused
- “S” Code = Employee on sick leave
- “G” Code=Personal leave

Note: It is understood and agreed between the parties that in such an event an employee whose incentive eligibility was impacted by a “D” code resulting from a disciplinary layoff and thereafter, has such discipline rescinded in whole, such employee will have their attendance incentive eligibility reinstated for said entitlement period. Partial modification to the discipline does not warrant perfect attendance eligibility.

E. Severe Weather

The welfare of Saginaw Site employees has always been a major factor when considering decisions regarding site operations during periods of severe weather in determining whether Saginaw site shall attempt to operate during such conditions.

Considerations are also given to the severity of the conditions, actions of other employers in the Saginaw area, and the advice of state and local authorities.

Based upon the known conditions as described above, an employee who is absent or fails to be at work on time after making every reasonable attempt and the employee has notified the plant of weather-related reasons, the absence or late will be coded excused.

F. Towerline Train Crossing

Employees who are subsequently delayed caused by a train impeding their ability to clock in on time, will receive an "Excused" Code in lieu of being coded as tardy (Pertains only to delays caused by tracks on Towerline road in front of plants).

ARTICLE 25 GENERAL PROVISIONS

Section 1: Eating on the Job

The Company recognizes that on operations at the Saginaw site where employees eat their lunch on the job, in so far as practical, the lunch should be uninterrupted. Obviously, in the case of an emergency that would jeopardize the safety of employees or operations, employees will tend to the problem immediately.

In situations where a chair is provided for an eat-on-the-job employee, the chair must be located so the operator can observe and maintain surveillance of the operation and not interfere with other operations or safety. The employee's personal preference will be considered for each eat-on-the-job operator, based on the shift having the most such assignments in the department.

In situations where there is more than one (1) eat -on –the- job employee in a department and they are not able to eat at the same time, it will not be necessary to provide a chair for each operator.

However, it will be permissible for employees to take items of food/drinks, such as a sandwich, fruit, candy, or pop/water, etc. to their job and eat/drink it during the shift when their work will permit it without loss of production on their job or creating unsanitary conditions or interfering with quality.

Section 2: Motorcycle Parking

The Saginaw Site will provide motorcycle parking by designating an adequate area at each plant from the first Monday in April through the first Monday in November.

Section 3: Smoking Areas

The Company agrees to continue maintenance of the outside smoking areas by providing weather protection and appropriate facilities to employees (i.e. picnic tables, canvas, slabs, etc.)

Section 4: Foul-Weather Gear

An adequate supply of parkas, insulated coveralls, and rain gear will be

issued to employees in each plant working outdoors for extended periods of time in cold and rainy weather. The parkas, insulated coveralls, and rain gear will be cleaned and repaired as needed. The foul weather gear will be stored in each plant in appropriate areas designated by supervision.

Suitable light weight jackets will be available for the outside drivers to wear outside during cold and inclement weather. The respective group leaders at each location are responsible for the repair and cleaning.

Management sees no need to provide light weight coveralls for summer weather.

Section 5: Coverall/Uniforms

The Company will issue five (5) pairs of fitted coveralls / uniforms to all maintenance and machine repair employees who desire them and who have not yet been so fitted. Jobs where it is determined that coveralls / uniforms are necessary will be provided with such.

Section 6: Locker Inspection – Opening Tool Boxes

The Company reaffirms its policy to notify employees by bulletin board notices of general locker inspections, while reserving the right to randomly inspect lockers and employee's personal property for cause. When the company has to inspect a locker or toolbox, Union attendance will be requested. There will be occasions when it is necessary for The Company to open an employee's tool box to obtain an item of Company property needed when the employee is not present. Supervision will be cautioned that under this circumstance due care should be taken to safeguard the employee's property

Section 7: Damaged Clothing

Situations where employees experience damaged clothing will be evaluated on an individual basis at their respective plants and after such evaluation, it is determined employee was compliant with the prescribe standardized work instructions for the job function resulting in damaged clothing, employee will receive reimbursement for such damaged clothing in the amount equal to the cost of replacement, but not to exceed \$50.00 per article of clothing. Any questions regarding proper protective equipment should be brought to the attention of the employee's advisor when the concern arises.

Section 8: Picnic Tables

Picnic tables will be provided, with the understanding that employees will maintain good housekeeping in these areas and will dispose of all litter in the containers provided.

Management will make periodic checks on the usage of the picnic tables and where such checks reveal an insufficient seating capacity, corrective action will be taken.

Section 9: Continuous Improvement

The Top 10 Issues Board is an important tool in supporting the operators to do their jobs and achieve Customer Enthusiasm. If a team needs assistance on an issue, the issue will be sent to the Sub Council. The leadership in the Sub Councils in the plants will also visit the Top 10 Issues Boards at least every other week. The No. 1 issue from each board will be part of the Sub Council Agenda. The Sub Councils will establish a time limit for completion on the No. 1 issue as it appears on the Sub Council Agenda. If the Sub Council cannot find a resolution, the issue, along with documentation, may be sent to the Plant Quality Council. If no resolve, the issue will be forwarded first to the PJAC, and if unresolved to the Labor Management Relationship Committee for final resolution. Once a completion date has been agreed upon, the team will decide on the next No. 1 issue.

Section 10: Communications

Each plant shall have a regularly scheduled meeting (PJAC) between representatives of the Local Management and the Shop Committee at a time to be mutually agreed upon by the parties.

The Union and Company agree that effective communication is the cornerstone of any successful endeavor. In effort to improve and enhance current methods of communication, the company will launch an additional program whereby employees who so desire will be sent email/text notifications using the most recently provided employee information on company record.

Communications utilizing this format/resource outside of those specifically enumerated below, will first be discussed with the Union and must be through mutual agreement between the parties:

- Return from layoff

- Concierge discount / incentives
- Corporate communications regarding weather and traffic
- Joint activities and special events

*The implementation of this communication will not subvert nor absolve neither the company or the employee of any current or previously established notification requirements and obligations.

**Employees will be provided a notice prior to launching this communication program and those who do not wish to participate will be given guidance on how to opt out of the communication program. Additionally, employee's will be able to opt out at any time.

Section 11. Emergency Calls

Management agrees that emergency phone calls to employees at work should be handled without undue delay. Emergency calls that are received by Plant Security will be relayed to the supervisor. The time will be noted and if the department doesn't call back within a short period of time indicating the message was delivered, another call will be made to assure delivery.

Section 12. Hand Tools

A. Production Employees:

Management will supply the required tools for the jobs performed by production employees.

B. Skilled Trades

Special tools needed by skilled trades employees will be available on a regular tool check basis. Stolen tools will be replaced when it is apparent that there was no neglect on the part of the employee (for example, failing to lock up the employee's tools at appropriate times) and that the tool(s) were in fact stolen. The employee and their advisor will present a signed A.V.O. to this effect to the Tool Advisor. Broken or damaged tools will be repaired or replaced when broken or damaged in the course of performing the work assignment provided such facts are satisfactorily established.

Section 13. Vending – Cafeteria Service

Cafeteria and Vending services will continue as business case supports.

Management agrees to consult with Local 699 when Nexteer negotiates or selects a vendor at the Saginaw site. Management agrees to arrange meetings between vendors and the Union to discuss the Union's concerns regarding food/vending services when the Union so requests.

Section 14. Hot weather Provisions

The Company agrees to continue to provide Gatorade or its equivalent when outside temperature rises above 85° F.

Section 15. Issuing of Orders

Management stated it is willing to recognize the desirability of employees receiving orders from one (1) Group Leader. Furthermore, Management will instruct all supervision of this intent. The parties recognize that this is not always practical due to a considerable number of employees assigned to service operations covering a broad geographical area. Other occasions such as production difficulties and shop rule violations would require orders being issued by other than an employee's Group Leader. In any event, the employee will only be required to follow the last orders given to them by a member of supervision and will not be criticized for doing so.

Section 16. Job Examination/Time Study – Notification

The need to periodically examine or to re-examine an operation, which often times includes the time studying of an employee's job-related activities, is a necessary and vital function. These types of examinations will continue for legitimate business purposes, such as the changing of operating process and/or procedure, and Management will notify the affected employee/s and district committeeperson prior to the commencement of the activity.

Section 17: Transfer Machine Operators

Management has studied the union's request concerning a straight 8-hour shift for transfer machine operators. Under present operating conditions and model mix, transfer machine operators will be placed on a straight 8 hours shift with the operators eating lunch on the job.

Section 18: Sub Councils

The Parties agree a subcommittee made up of not less than two nor more than six of the district committeepersons in a subdivision of the plant may be formed to meet with the representatives of Management in charge

of such plant subdivision. A member of the Shop Committee for that zone may participate in such meeting. Issues not settled by them may be referred to the Shop Committee as a whole for appeal to highest Local Plant Management.

Section 19:

Following the end of each week the Chairperson of the Shop Committee shall be furnished two copies and the Financial Secretary shall be furnished one copy of the list of names, department number and seniority dates of employees who during the preceding month have:

- a. Acquired seniority.
- b. Been granted leaves of absence for military service.
- c. Been granted other types of leaves of absence of more than thirty (30) days' duration.
- d. Returned to work from leaves of absence described in (b) and (c) above.
- e. Employees whose seniority has been broken

Local Management will designate on the list those employees who ceased to be subject to the check-off and the reason therefore.

Section 20:

Each week the Chairperson of the Shop Committee shall be furnished two copies and the Financial Secretary shall be furnished one copy of the list of names and department numbers of the employees who during the preceding week:

- a) Became new hires into the bargaining unit (designating those hired as journeymen, including identification of apprentice graduates, and employees-in- training (E.I.T)).
- b) Returned to work from permanent layoff.
- c) Transferred
 - (1) Into the bargaining unit, or
 - (2) *Out of the* bargaining unit (to supervisory or non-supervisory position).
- d) Had their employment terminated while in a probationary employee status, including the date of hire and last day worked of each such employee.
- e) Lost seniority, and the reason therefore
- f) Became deceased (including retired employees).
- g) Were placed on permanent layoff.

The list shall contain the seniority dates of employees listed under (b), (c) and (g). It shall also include a notation of the seniority date of the employee with the longest seniority who is laid off or the “leveling off date.

Section 21: POW/MIA Flags

The Union requested that Nexteer Automotive facilities fly POW/MIA flags. As discussed, flying of flags at Nexteer Automotive locations is a matter of corporate policy.

In view of the special sensitivity associated with Vietnam era MIA and POW issues, the Company indicated a willingness to consider exceptions to its normal policy, on flags when so requested by a Local Union. These exceptions may include: individual special requests, special days recognized by the U. S. government to honor or remember POWs or MIA's, or other appropriate holidays such as Memorial Day and Veterans Day.

It is understood that this matter is one of corporate policy and if revisions to the policy are made, the Union will be notified.

Section 22: Flying of the UAW Flag at Nexteer Saginaw

The parties also discussed the value of visibly communicating the partnership of the UAW and Nexteer Automotive. As such, the parties agreed that the joint leadership at all levels of the organization should take advantage of opportunities to visibly display this partnership to our employees and our customers externally.

- Continue to have and maintain UAW sign on outside of building at plant 4
- Fly the UAW local 699 flag at each plant
- Develop a process and guidelines for local union presidents and plant managers to identify, through signage, the UAW local(s) representing workers at their location
- Further usage of UAW logo will be discussed at the Labor Management Relationship Committee Meeting

Section 23: Union Bulletin Boards

- A. The plants covered by this Agreement will erect bulletin boards which may be used by the Union for posting notices bearing the written approval of the President of the Local Union or the

Chairperson of the Shop Committee and restricted to:

1. Notices of Union recreational and social affairs.
2. Notices of Union elections.
3. Notices of Union appointments and results of Union elections.
4. Notices of Union meetings.
5. Notices concerning bona fide Union activities such as: Cooperatives; Credit Unions; and Unemployment Compensation information.
6. Other notices concerning union affairs which are not political or controversial in nature.
 - a. The Union will promptly remove from such Union bulletin boards, upon the written request of Management, any material which is libelous, scurrilous, or detrimental to the labor-management relationship.
7. The number, location and size of such bulletin boards in each bargaining unit under this Agreement shall be decided by the Local Management and the Shop Committee.

ARTICLE 26
FACILITIES AND MAINTENANCE

Section 1. Plant Lighting/Fans/Mirrors

Lights, light fixtures, mirrors and fans will be cleaned a minimum of once a year or as needed with the understanding that some lights, mirrors and fans require cleaning more frequently and these will be cleaned/replaced as required.

Section 2. Parking Lots – Security

Management is concerned with providing secure parking facilities for employees. Currently, random patrols are conducted in all lots on each shift. In addition, T.V. cameras for parking lot surveillance only have been installed and in keeping with our continuing program to provide the most security practicable. Management will install T.V. cameras for increased observation for those plants that currently do not possess them. Those parking lots will have a sign on the outside fence which indicates that the lot is monitored on T.V. cameras.

Any concerns regarding this subject will be resolved between the Plant Managers and Shop Committeepersons.

Management seeks efficient and effective methods to maintain and improve these facilities. The site is currently installing highly luminous lighting towers which will improve monitoring of the parking facilities. The current practice of patrolling parking lots on an intermittent basis will be maintained.

Section 3. Maintenance of Parking Lots and Sidewalks - Snow and Ice Conditions

Salt is applied to parking lots and sidewalks as deemed appropriate during or after the storm. Conditions vary. For example, it would not be appropriate to apply salt during a snowstorm if it appeared that it would shortly be plowed or shoveled off. It is Management's policy to maintain these facilities in suitable condition. Management agrees the work in question falls within the scope of the bargaining unit.

Section 4. Maintenance and Cleaning of Fire Equipment, Fire Watch - Welding and Burning Permits, Inspection of Fire Equipment

The maintenance and cleaning of fire equipment is considered to be bargaining unit work. Accordingly, bargaining unit employees will be assigned to the replacing of defective parts and to the refilling and recharging of fire extinguishers.

The tasks of standing fire watch when conditions warrant it is also considered to be bargaining unit work. However, the decision as to where, when and under what circumstances welding and burning is to be done, is a Management function. Therefore, Management plans to continue its present procedure whereby welding and burning permits are issued by Plant Security personnel and Maintenance Supervision.

In the interest of both employee and property safety, the responsibility for inspecting all fire equipment will continue to be a Management responsibility.

Section 5. Parking Lots - Litter - Painting Aisle Lines

Management periodically assigns employees to clean litter off the parking lots and fence lines. It is also Management's intent to periodically paint the aisle lines in the parking lots so as to maintain orderly traffic flow and parking facilities.

The parking lots will be re-striped to maintain an orderly parking system when visual inspection indicates a problem.

Section 6. Maintenance of Relief Areas

It is in the best interest of both parties to keep relief areas clean and orderly. It is Management's policy to assign sufficient manpower to clean these areas of the plants on a regular basis with bargaining unit work, to provide trash receptacles, and to empty the receptacles. However, the real secret to keeping these areas clean is for the people using these areas to exercise care to prevent spillage, etc., and to utilize the trash receptacles. Both parties agree to encourage employees to use more care when using relief areas.

Management agrees to provide covered trash containers in designated outside relief areas.

In order to minimize the need for cleaning, plastic liners will be used in trash cans where practical to do so and they will be steam cleaned as needed.

Section 7. Maintenance of Restroom Facilities

Management is interested in maintaining clean, sanitary, and adequate toilet facilities in the plants at all times. In keeping with this policy, sufficient numbers of bargaining unit employees' will be assigned during periods of operation so as to provide adequate supplies of soap, towels, and toilet paper, as well as clean facilities. In the event of absence of the regularly assigned janitor, sincere efforts will be made to maintain the facilities in the plants by temporary assignment of other bargaining unit employees to do the job.

Therefore, as Management accepts its responsibility to supply adequate janitors, it calls for cooperation of the employees. Complaints concerning the proper maintenance of all of the toilet facilities should be brought to Management's immediate attention as they arise in order that appropriate corrective action can be taken without undue delay.

Section 8. Maintenance of Shower Rooms

It is the policy to clean shower rooms, at least once each day, which are currently being used by the employees.

Section 9. Moving - Cleaning Lockers

Whenever lockers are to be moved, relocated, cleaned, or fumigated, Management will notify employees involved. Items which belong to employees or are charged to them will be returned to their locker.

Section 10. Maintenance of Cafeteria

Under present operating conditions, when Management provides cafeteria service for employees on weekends, provisions will be made to provide bargaining unit janitorial services in the plants for the seating area of the cafeterias as a conscientious effort towards good housekeeping. (Excluding the Fresh Markets)

ARTICLE 27

RELIEF TIME

Section 1: Personal Relief Time

Employees will be allotted six (6) minutes of relief time for every hour worked and a thirty (30) minute lunch period. The teams will, by mutual agreement with the Local Union and Plant Management, allocate the relief before and after lunch to not more than two (2) periods before lunch and two (2) periods after lunch.

It is understood that relief, other than emergency relief, is not ordinarily provided during the first hour of the shift, and first half-hour after lunch, unless some other mutually satisfactory arrangement is agreed to within a given department by supervision and the committeeperson for that department.

It is Management's intent that employees who are on their regular established personal relief will be permitted to utilize this relief for their comfort such as, use of the restroom facilities, vending machines and telephones, and to sit down in appropriate areas. Provided that during their relief period, they do not interfere with plant operations or with other employees who are not on relief.

Section 2: Relief Time-Certain Operations

The relief time in automobile manufacturing plants on operations on which the employees' manual operations are continuous and which cannot be left unattended and for which the Corporation provides "tag" relief, and on certain other operations that the Corporation determines are likewise of such a nature as to give the employees no control over their work pace, shall be twenty-three (23) minutes before lunch and twenty-three (23) minutes after lunch on a regular eight (8) hour shift, making a total of forty-six (46) minutes. This will not affect relief allowance now in effect on certain specific operations due to environmental job conditions. The amount of such relief shall be modified accordingly for a shift other than a regular eight (8) hour shift. The Plant Management may, by mutual agreement with the Local Union, allocate the relief before and after lunch to not more than two (2) periods before lunch and two (2) periods after lunch.

Sufficient labor will be provided to enable employees to obtain the above relief taking into consideration that the first hour at the start of the shift

and the first one-half hour after lunch are not ordinarily required for relief except in emergencies.

The parties have agreed to continue the following informal procedure to address complaints regarding this subject.

- A. The complaint may be raised by the Chairperson of the Shop Committee directly with Human Resources.

- B. If not resolved the Chairperson may refer the problem to a representative the International Union who may request a meeting with Human Resources to discuss the complaint and take appropriate action

This letter and this informal procedure are not intended to prejudice the position of either Nexteer Automotive or the UAW. Mr. L. G. Seaton's letter of December 15, 1967 provides for a "tag" relief on certain operations of the Corporation which meet criteria contained in that letter. Pursuant to Mr. Seaton's letter of December 15, 1967, when "tag" relief is initiated or changed to a non-tag relief operation, such changes will be reviewed with the committeeperson-at-large and district committeeperson in a timely manner.

Section 3: Emergency Relief Time: Statement of Policy date September 12, 1968

Employees on operations which are provided with forty-six (46) minutes of tag relief normally make use of the water fountain during the forty-six (46) minutes of relief time away from their jobs and it is intended that such relief periods normally cover employee's personal needs. An employee may on occasion need a drink of water other than during their regular relief period. Emergency relief is provided at these plants to take care of such situations and, under this circumstance, the employee would be provided such extra relief. Supervision will designate those employees who will provide such relief and the employees will be told who they are.

The continuing nature of Management's Statement of Policy will be called to the attention of supervision and further noted that as a practical manner of operating (1) employees will be told who the emergency relief persons are and, (2) emergency relief should be provided by employees working in reasonable proximity to the employees who may require emergency relief.

Section 4: Loss of Relief Time, Employee- Committee Person Discussion
Relief time lost due to discussions with a Union Representative will be made up immediately following the discussion, before returning to the job.

It is Management's policy to provide the agreed amount of relief time to employees. An employee who is engaged in conversation with their committeeperson, as the result of a committeeperson call, when their tag relief turn occurs will be instructed of that fact so that they can take their relief turn at that time if they desire. Employees who provide relief will be asked to cooperate by contacting employees engaged in conversation with the committeeperson under such circumstances and provide such notice.

As a general rule, employees on assembly lines and tag relief jobs will be relieved; the decision on other jobs as to whether an employee should be relieved for a discussion with the committeeperson will depend upon a realistic and common-sense evaluation of the factors on the job. Management stated that discussion between the committeeperson and the employee relieved from the employee's job for such purpose should take place in the general area of the job with due consideration being given to the environmental factors which exist. Here, again, a rule of good judgment and common sense must prevail.

Section 5: Relief – Machine Operators

Management's Statement of Policy concerning "acceptable level of work" applies to all Machining operations. It is understood that operators will not shut off their machines while on personal relief and that they will inspect the parts run during this time before mixing with other parts. Operators will not be responsible for bad pieces run during relief time. In the event of changes in methods, processes, equipment, material and schedules which affect the job, NPS process will apply for resolution.

Section 6: Change in Shift Hours

Any change in the established shift hours or lunch period shall be first discussed with the Shop Committee as far in advance of any such change; however, if the length of an employee's established lunch period is extended on a temporary basis for a given day, the net amount of time by which the lunch period is so extended shall be considered as time worked for that day. Complaints of repeated violations of this paragraph, prior to being referred from the plant, the problem will be discussed between the Shop Committee, the Plant Manager and the Human Resources

Representative. If there is no resolution, it will be referred to the Labor Management Relationships Committee.

The Corporation informed the Union that it would advise its Local Plant Management that the matter of a change in established shift hours or lunch periods will be discussed as far in advance with the Shop Committee. A record of that discussion which includes the position of the Local Union regarding the change will be published in the minutes of the fifth step meeting.

ARTICLE 28 OUTSOURCING

During these negotiations the parties discussed at length the desire to secure Saginaw's future. Each party recognized the responsibility they have in keeping the business competitive and as a result of doing so, the labor force at Nexteer's Saginaw Site will be stable and prosper. It is agreed that the company will discuss any future plans for insourcing or outsourcing of work at the Labor-Management Relationship Committee Meeting. The legitimate business reasons for such sourcing will be explained at that time. Additionally, factors such as long-term site employment impacts and the evaluation of the costs associated with the work contemplated for sourcing, if such a decision were to be made will also be discussed.

ARTICLE 29
FUTURE WORK AND NEW TECHNOLOGIES

The Company and Union agree to add to the agenda of the Labor-Management Relationship Committee meeting the topic “Future Work and New Technology”. The joint committee will discuss the company’s plans to introduce new equipment.

It is expected that these discussions will be of a positive and cooperative nature to ensure the success of the new technology and security and well-being of both the Bargaining Unit and Company.

Furthermore, the Parties recognize and agree that advanced training and enhanced skillset development are of paramount importance to ensure the employees at the Saginaw Site possess the knowledge and skillsets today that are required to embrace and wield the technology of tomorrow. To this end, the company commits to provide any and all re-training and re-education that is necessary for bargaining unit members to operate the new technologies and/or equipment.

The Labor-Management Relationship Committee will discuss and review the plans so that advanced planning is done in conjunction with the Union.

ARTICLE 30
TUITION ASSISTANCE REIMBURSEMENT PLAN

Throughout the 2020 contract negotiations, detailed discussions took place whereby both parties recognize the profound role that education and training has in providing employees with intraorganizational advancement opportunities, as well as the many benefits rendered to the company by ensuring Nexteer retains highly qualified employees to comprise its employment base.

To demonstrate the partnership and importance of employee skillset development, the parties have reached an agreement to jointly develop and implement a tuition assistance reimbursement plan. Under this Plan, qualified and eligible workers are able to receive tuition assistance in the form of reimbursement or up-front payment to licensed or accredited schools, such as colleges, universities, proprietary schools or vocational institutions when pursuing the various Union and Company approved fields of study.

The remaining details and eligibility criteria of the Plan will be made available to employees at such a time the plan is fully developed but prior to its implementation.

MOU 1 UNION ELECTIONS

Guidelines for Union Election on Company Premises

From time to time, the Union may express an interest in holding Union elections on Company property. It can be anticipated that approaches in this regard will be made to additional local plant Management by the local Union. Any decision in this regard rests with local Management. However, decisions to refuse permission should first be discussed with Director of Human Resources.

Certain preconditions must be complied with in order for the Union to hold an election on Company property. Following is a list of guideline conditions, which should be set forth in writing to the Union as a condition to holding elections on Company property.

1. The question of permitting Union elections on Company property is the exclusive prerogative of Management and is not a subject of collective bargaining. It is agreed that such election shall not be considered as establishing a precedent, and that on each occasion the Union must secure permission from the Plant.
2. Written request must be given by the President of the Local Union to the Director of Human Resources at least 10 days in advance of the election.
3. The number and location of the voting places in the plant and the type of the voting facility will be determined by the plant after discussion and review with the local Union. (The Director of Human Resources should meet with the Union President, Chairman of the Shop Committee, or members of the Union election committee, and try to make a mutually satisfactory arrangement).
4. A list of the names of the individuals who will supervise the election and the area where they will function must be submitted to Management in advance. Each such individual must be given some form of identification from the Union
5. All employees or any other personnel connected with the election in any manner must comply with the plant rules while on Company property.

6. The elections are limited to elections of Union officers, Shop Committeepersons and District Committeepersons, Delegates to the National UAW Convention and ratification votes. Request for elections not specified should be communicated to the Director of Human Resources.
7. The election must be conducted so that employees can vote before and after their shift and during lunch period. Employees will not be allowed to vote during working hours of their shift.
8. There will be no electioneering, interfering with production, political activity such as distribution of literature, solicitation of votes by candidates or their supporters on the plant property during working hours. See Attachment "A".
9. The Union must police the voting areas and see that any trash, debris, etc., resulting from the voting activity is cleaned up and disposed of in an appropriate manner.
10. In cases in which voting is to take place in the plant parking lots the following conditions should be specified:
 - a. The Union must furnish sufficient election marshals to maintain order and keep traffic lanes open and to protect employee and plant property and landscaping.

MOU 2 ATTACHMENT A

During the campaign period as well as the election, Management is to observe neutrality toward Incumbent's challengers. Shop rules addressing distribution and posting of campaign materials are to be uniformly enforced. It suggested that ground rules concerning off-shift access to the Plant be established. Finally, any requests by "dissident" groups to monitor the polls or the vote count should be treated no differently than similar requests by "majority" group members. In previous years National Labor Relations Board charges have been filed on these and similar types of conduct.

The decision by the United States Court of Appeals for the Sixth Circuit on March 25, 1975, in *NLRB vs. General Motors Corporation* permits employees to distribute literature IN NONWORKING AREAS OF THE PLANT ON COMPANY PROPERTY WHILE THEY ARE ON NONWORKING TIME. The court held that Paragraph (94) for UAW, (58) (IUE) and (118) (USWA) should not be enforced or applied to purely internal Union political campaign activities.

Accordingly, Paragraph (94) for UAW, (58) (IUE) and (118) (USWA) should not be enforced to prohibit distribution of literature for committeeman elections or other Union elections involving positions provided for under the representation section of the National Agreement.

In 1976 National Negotiations, the word "distribution" was deleted from Paragraph (94) for UAW, (58) (IUE) and (118) (USWA) in light of this decision. It was concluded that the best way to resolve the problem and meet requirements of that court decision was to delete this word. That does not mean, however, that the shop rule is changed. The shop rule which prohibits distribution of literature of any kind in working areas is still valid. Distribution of Literature can only be carried on in nonworking areas in the plant (i.e., parking lots, cafeterias) during nonworking times.

In addition, the shop rules which prohibit the making or publishing of malicious statements concerning any employee, the Company or its products still govern with respect to the content of material, which might be distributed.

- The NLRB has also ruled that the phrase "...during work time" as used in plant rules prohibiting unauthorized solicitation and unauthorized distribution of literature is ambiguous and susceptible to an interpretation by employees that they

are prohibited from engaging in protected activities during periods of the work day when they are properly not engaged in performing their work tasks, i.e., meals or break periods.”

The following shop rules contain the Phrase during working time:

- “unauthorized soliciting or collecting contributions for any purpose whatsoever during working time.”
- “Unauthorized distribution of literature, written or printed matter of any description in working areas on Company premises during working time.”

These rules do not cover periods of time when employees are properly off their jobs such as lunch and personal relief. However, employees properly off their jobs are prohibited from such contacts with other employees who are performing their work tasks.

Following these guidelines will assure compliance with this NLRB decision

MOU 3 TOOL BOX REMOVAL

The purpose of this MOU is to inform you of the site management policy regarding toolboxes leaving the site.

When a journey person retires or otherwise terminates employment, they will be allowed to take their existing toolbox with them. The employee and their Group Leader must review the contents of the toolbox. All company tools must be removed. Personal tools shall be sealed in the toolbox in such a manner that allows the Group Leader to sign the seal. Security will verify that the seal is intact prior to the box leaving the site.

Apprentices, E.I.T.S., Direct Entry Trades and Production employees will not be permitted to remove company issued toolboxes from the site for any reason.

MOU 4
CENTER OF ANALYSIS TECHNICIAN (COA)

MEMORANDUM OF UNDERSTANDING entered into 25th day of January 2013 (Revised 4/14/2020) between Nexteer Automotive, hereinafter referred to as “Management “and Local 699 of the United Automobile, Aerospace, and Agricultural Implement Workers of America, hereinafter referred to as “The Union””

CENTER OF ANALYSIS DESCRIPTION

The Center of Analysis is a designated area where First Time Quality rejects from the production floor and/or teardown areas are collected. The Center of Analysis technician logs these parts into a quality system database and then attempts to diagnose, utilizing problem solving techniques, the root cause of the issue. If successful they provide timely information to the production department and the quality department so appropriate actions can be applied.

ANALYSIS TECHNICIAN JOB DESCRIPTION

- Participate in day-to-day operations of the Center of Analysis
- Part retrieval and movement (requires repeated lifting and walking)
- Daily, multiple part breakdown and disassembly of rejected manufacturing product
- Use of simple hand and/or power tools
- Mechanical and/or electrical problem-solving evaluation for root cause determination
- Use of gauging and/or measurement devices relative to product analysis
- Crisis problem solving & emergency response to plant Center of Analysis and/or quality issues
- Handwritten and/or computer documentation of analysis results
- Timely communication of analysis results
- Creation of computer e-room investigation records
- Statistical Process Control (SPC) charting and data entry for Center of Analysis tracking system
- Update plant department information boards and database
- Maintain and improve Center of Analysis quality control system

DESIRED SKILLS

- 2 years or more advanced education degree or equivalent experience (preferred not required)
- Problem solving and deductive reasoning skills

- Experience with Six Sigma, Shainin, Red X and/or Fast X (preferred not required)
- Aptitude for mathematics and simple statistical principles
- Mechanically and/or electrically inclined
- Comfortable with hands on investigation and diagnostics
- Knowledge of engineering theory, principles of design and manufacturing processes (preferred not required)
- Understanding of Blueprints & Geometric Dimensioning and Tolerance (GD&T) (preferred not required)
- Strong computer skills
- Experience with Excel, Minitab, PowerPoint, Access database, computer programming
- Good organization and documentation abilities
- Excellent communication skills and desire to work with people
- Ability to self-direct and multi job task

CENTER OF ANALYSIS DEPARTMENT AND CLASSIFICATION

The Center of Analysis department will be established as 3-24-2 and will comprise a separate non-interchangeable seniority group, shift preference group, and equalization group. The classification of the job is COA1 which is considered Specialized.

SELECTION CRITERIA

Employees who wish to be considered for the First Time Quality Analysis position may apply by filing an application and providing a resume to the appropriate Quality Manager of the plant. Resumes and applications will be accepted on a site wide basis for positions. Candidates applying must understand that there is a minimum two (2) year commitment to work in this position.

- Candidate's resume should include all education and/or job experience relevant to the Center of Analysis job description and desired skills list found above.
- Copies of Diploma, Degrees attained, or supporting documentation preferred with resume submission.
- Qualified candidates will be contacted for an interview
- A Union Representative will be present, as an observer, in the room during the interview to insure the fairness of the process.
- Employees' seniority, attendance, and discipline history will be considered during the interview process.
- The selection process will follow the team leader selection process as listed in the Local Agreement.

REMOVAL CRITERIA

Upon the completion of the interview process applicants selected will be given a six (6) month probationary period, from date of entry into the department. If, prior to the six (6) month probationary period, the employee is not able to attain proficiency, based on Management's evaluation, they may be removed from the department. Employees removed, within the six (6) month period, will return to their original plant, department and classification in which the employee was working immediately prior to entering the Center of Analysis position. It is understood between the Parties that any such return, will not result in an employee with greater seniority being displaced.

Employees selected will be required to satisfactorily complete and pass the training classes necessary for this position to include, but not limited to Six Sigma, Shainin, Red X and/or Fast X. Satisfactory passing will be judged by course instructor. If the employee selected for the position does not successfully complete and pass the training, the employee will be placed into a six (6) month probationary period and could be removed from the position if the employee is unable to satisfactorily complete the requirements of the position.

The two-year commitment for this position will be overlooked if the employee is selected for a Skilled Trades Apprenticeship, Direct Entry, EIT, JIT, or Per Diem position within Nexteer.

INTEGRITY OF AGREEMENT

The parties recognize the desirability of maintaining the integrity of this agreement. Therefore, it is understood that no agreement, understanding or interpretation will be entered into which will supersede, conflict or modify any provisions of this Agreement.

Deviations from the above provisions can be made in writing by mutual agreement between the Chairperson of the Shop Committee and the Site Human Resources Director.

MOU 5 SITE PREDICTIVE TECHNOLOGIES

INTRODUCTION

This Understanding is intended to improve the operational efficiency of various indirect positions across the site, while maintaining the competitive cost structure necessary for preserving jobs at the Saginaw Site.

Assignments for employees located in the Site Predictive Technologies Group will be dependent on the current needs of the business and could include but are not limited to the following:

- Electricians
- Machine Repairmen

The parties agree that in the event that the continuation of these activities at the Saginaw Site by UAW represented employees is found to be uncompetitive, Management and Union reserves the right to re-evaluate this Understanding.

OVERTIME ADMINISTRATION

Overtime available in the Site Predictive Technologies Group will be administered on an equitable basis to employees that are currently doing the work in which the overtime is available. In the event that the employee currently assigned to the work refuses the overtime or is absent from work, Management will first offer the overtime to other employees within the Site Predictive Technologies Group based on their ability to perform the work in a fair and equitable manner.

The low man concept as described in the Overtime Administration Guidelines will apply to employees within this group.

ALTERNATE WORK SCHEDULES

The parties also agree that in situations in which an alternate work schedule would be beneficial, the Site Predictive Technologies Group employees will be assigned to work an alternate schedule. The alternative schedule will be but not limited to four ten-hour days paid at straight time. The parties agree that in the event that the continuation of these activities at the Saginaw Site by UAW employees is found uncompetitive, Management reserves the right to re-evaluate this Understanding.

MOU 6 JOURNEYPerson IN TRAINING (JIT)

Purpose

This memorandum of understanding is written in the spirit of continuous improvement and with the desire to place qualified individuals into open skilled trades positions on the Saginaw site. There are substantial investments being made in equipment and processes on this site that require a competent, proactive skilled trades workforce. The intent is to utilize the journeyperson in Training (JIT) status to further develop partially trained persons into highly skilled capable journeypersons. The persons this document intends to address are as follows:

- Current non-skilled employees with previously granted journeyperson status from prior employment that do not fully align with current skilled trades classifications/needs on the Saginaw site (i.e. Journeyperson Sheet-metal worker considered for Millwright/Welder position)
- Current non-skilled employees with newly issued UAW journeyperson status that have not had opportunity to work extensively on equipment on the site (i.e. UAW Machine Repair but no experience with industrial piping). These persons are not familiar with manufacturing processes which will need to be addressed through additional training.

Evaluation Process

In order to effectively evaluate the ability and skill level needed to be a highly skilled journeyperson takes time. To maximize opportunities for employees and the investment made in the skilled trades workforce, the following evaluation period is defined for the above-mentioned persons:

- A full 180-day (6 month) evaluation period.
 - o Includes a written and verbal review at each 60 days for a total of 3 evaluations
 - o At the end of the 3rd review a decision will be made to retain the person or return to previous other than skilled position
 - o This evaluation process will be administered by the Local Joint Apprentice Committee
- In order to facilitate a full 180-day evaluation period, all required Health and Safety training will be done prior to employee entering the 180-day evaluation period.
- Employees will be evaluated on health and safety behaviors/

understanding, technical knowledge, troubleshooting, problem-solving, teamwork/cooperation, responsiveness and application of sound decision making and quality of repair work.

- Once a decision is made after 180 days to retain said candidate, a training program will be developed and provided to the candidate to eliminate any noted deficiencies. This program will be developed and reviewed locally.
 - In addition, On-The-job (OTJ) training plans will be developed and administered locally.
- These activities will be discussed and defined locally for consistent process administration and to ensure a fair and equitable process for all persons considered.

Training Plan

All newly converted skilled trades JIT candidates will participate in the training program. The following criteria are set for allowing for proper skill attainment and good return on the investment in time, materials and resources:

- Participation in this program will be mandatory for all newly converted JIT candidates
- Attendance will be mandatory for all newly converted participants
- Participants are expected to “pass” all classes set up in specific curriculum for each trade

The training plan will be made up of two components which both have to be successfully completed to satisfy the requirements of this program:

1. Classroom instruction - Both local community college developed and UAW-Nexteer developed sessions designed to increase candidate knowledge and technical understanding
2. On-The-job training requirements —allows candidates to apply and demonstrate ability to apply classroom concepts to real life applications

All training will be developed and administered to qualified candidates after they have successfully completed the “180 day” evaluation period referenced previously in this document. It is expected that all candidates be willing and have the proper attitudes and commitment to this process. This willingness and proper attitude are critical to the success of this program. The need is evident for a knowledgeable, technical workforce but also a workforce that works together and shares knowledge for the betterment of the entire site.

The curriculum classes will be developed and implemented by the Local Joint Apprenticeship Committee to satisfy the Skilled Trades needs of the Saginaw Site. Input will be sought from the UAW Skilled Trades Department to ensure the curriculum meets the Skilled Trades Federal Standards.

Overtime Administration

Once a JIT person (T) is converted into journeyman (J) status, said employee will equalize overtime as journeyman in that group according to the low man concept as described in the Hours of Work Article. JIT employees will be the last persons asked for any discretionary overtime that could become available.

Job Classification and Wage Consideration

These candidates will be placed in a separate equalization group within the skilled trades' job classification (i.e. Millwright/Welders trainees separate from Millwright/Welders journeymen). Any overtime offered will be equalized within this separate JIT NIS group until candidates successfully complete the 180-day evaluation period. JIT program participants will not be eligible to bump nor to be bumped until they successfully complete the 180-day evaluation period and are retained in the skilled trades classification. These new candidates will be classified as JIT" (Journeymen-In-Training) using the following classifications:

- Electrician (JIT) EE4T
- Machine Repair (JIT) MR4T
- Millwright/Welder (JIT) WD4T
- Tool & Diemaker (JIT) TD6T
- Garage Mechanic (JIT) GM2T
- Powerhouse (JIT) PH2T
- Pipefitter PF2T
- Industrial Truck Repair TR2T

Exposure based placement will be designed into the Training Program developed by the Local Joint Apprenticeship Committee in the form of a structured rotation plan. However, Management reserves the right to reasonably place JIT candidates into job assignments that give exposure to job tasks that maximize the candidates training effectiveness within the candidate" specific trade classification. Such assignments will not disrupt the integrity of the plan.

Candidates are required to complete this JIT program for their specific trade as agreed to before being granted full journeyman status.

Once a candidate enters the Skilled Trades JIT program, he or she will receive the Skilled wage. Once the candidate successfully completes the JIT training program, he or she will continue to receive the Skilled wage as a skilled journeyperson. If a candidate does not successfully complete the 180-day evaluation period, based off evaluations collected by the joint Apprentice committee, the employee will return to their previous job classification and return to the wage rate the previous production classification mandates per contractual language. However, it is understood that the return of any such employee will not result in a greater seniority employee being displaced.

All aspects of the apprentice program that have been developed by the Local Joint Apprentice Committee shall govern the administration of this program.

MOU 7

MANUFACTURING DEVELOPMENT LAB (MDL)

UAW 699 and Nexteer Automotive share a common vision in the areas of prototype production and new program implementation. The goal, with respect to prototype parts or assemblies is to provide the highest quality possible while meeting our customer timing requirements. In terms of new program implementation, we strive to implement robust manufacturing processes while being cognizant of value and key customer delivery dates. There is no question the Manufacturing Development Labs, Department 99-16-1 (M&D Lab / Plastic Lab / Induction Lab / Trades), significantly impacts both of these efforts by providing:

- In-House ability to process prototype parts for potential and new product programs.
 - o Supply induction heat treat, welding, laser and plastic injection molding services to the prototype factory.
 - o Provide rapid feedback to product Engineering.
 - o Evaluate feasibility of new product designs.
- In-House ability to develop manufacturing processes.
 - o Develop induction heat treat, welding, laser and plastic injection techniques and tooling or production equipment and tooling.

The induction and welding process lab associated with the MDL is currently located adjacent to plant 3. The plastic lab is currently located in the Manufacturing Development Center, attached to Plant 4.

To achieve these goals, increase our competitive position in the marketplace and enhance job security for UAW represented employees, we enter this Memorandum of Understanding to establish the method for selecting UAW- represented employees to work the Manufacturing Development Labs.

Classification

The following classifications are utilized in the Process Labs:

- Hourly employees within the RM09 classification
- Skilled trades necessary for operation

Manufacturing Development Lab Selection Method

The Manufacturing Development Labs needs a dedicated and knowledgeable staff to accomplish its missions. Therefore, employees

who wish to be considered for available positions in the Manufacturing Development Lab may apply for an opening through the Service App or Kiosk. They will be required to provide a resume to the Manufacturing Development Lab Supervisor at the time of their application. All applicants must understand there is a two (2) year minimum commitment to work in this position.

Posting

The job openings will be developed and posted in a location where it is accessible to all site employees. Interested employees may file an application. The posting and application process will be open for five (5) regular working days. The posting will describe the job duties which are specific to the Manufacturing Development Lab.

Selection Criteria:

The records of candidates who apply for openings in the Manufacturing Development Lab positions will be reviewed.

Selection Process points:

Attendance	Total Attendance Points	0-3	20 points
		4-6	15 points
		7-9	10 points
		10-12	5 points
		<u>13+</u>	0 points

Maximum points = 20

Infractions	Written Infraction Notices	0	20 points
		1	10 points
		2	5 points
		3+	0 points

Maximum points = 20

Seniority	Years of Service	0-5	15 points
		6-10	20 points
		11-15	25 points
		16-20	27 points
		<u>21+</u>	30 points

Maximum points = 30

Candidates who meet the above criteria and are also found to be the highest qualifying candidates based on the necessary skills found below will have

first consideration for interviewing for the open Technician position(s) in the Manufacturing Development Lab. The interview process will be the most heavily weighted of the selection process. If two applicants are equal, seniority will be the determining factor in the final selection.

- Demonstrated computer skills
- E-mail capabilities
- High level of motivation and initiative
- Ability to work well with others
- Excellent written and oral skills
- Leadership abilities
- Analytical abilities
- Detail oriented
- Comfort and ability to work with numbers
- Positive, professional attitude-customer focused

The appropriate management personnel will review the resumes of the candidates and select the highest qualified from this pool.

Overtime:

We agree that the Manufacturing Development Lab personnel will be put into separate equalization, and shift preference group, per their respective plant and department.

Removal Criteria:

Employees may be removed from the Manufacturing Development lab Technician RM09 position if they are unable to obtain proficiency within 90 days from entry in the department. Employees removed within the 30 days will be returned to the plant, department and classification in which the employee was working in immediately before entering the Manufacturing Development Lab, provided that such employee does not displace an employee with higher seniority. Employees removed from 31-90 days; employees will be placed in an open job on site. The 90-day period will be extended day for day for any Holidays or approved time off that fall within the time frame.

All records will be maintained, and Management will evaluate each probationary employee at least once every thirty (30) days this will be done for either satisfactory or unsatisfactory progress discussions. When management contemplates the need to remove an employee from the above classification, wherever possible, they will notify the Shop Committeeperson thirty (30) days prior, but in any event far enough in

advance to discuss the evaluation of said employee before any action to remove the employee is taken. Additionally, Management will provide the Shop Committeeperson with the employee training Matrix.

Seniority

Production employees within the manufacturing Development Lab will establish full Manufacturing Development Lab seniority after one (1) year in the Manufacturing Development Lab.

Integrity of Agreement:

The parties recognize the desirability of maintaining the integrity of this agreement. Therefore, it is understood that no agreement, understanding or interpretation will be entered into which supersede, conflict or modify any provisions of this agreement. Deviations from the above provisions can be made by mutual agreement in writing between the Shop Committee Chairman and the Site Manager of Human Resources.

MOU 8
JOINT TRAVEL

Hourly employee's attending approved training; off-sites, visitations and meetings Will be paid 8 hours straight time. In addition, these employees Will be paid for the time necessary to travel to and from these events. Travel time will be calculated using Nexteer Saginaw as the point of origin and return with the miles/time calculated using Map Quest or similar program. Employees attending events in Detroit or locations of similar distance will be allowed housing expense for the day prior to events having a morning start time, prior to 9:00 AM.

MOU 9 SHIPPING AND RECEIVING

TRANSFERS/APPLICATION

Employees who wish to be considered for Shipping and Receiving clerk positions may apply by providing a resume to the appropriate PC&L Manager under current operating conditions. Resumes will be accepted on a site wide basis for positions. Candidates applying must understand that there is a minimum one (1) year commitment to work in this position.

SELECTION CRITERIA

The records of candidates who apply to openings in the Shipping and Receiving Clerk positions will be reviewed. The parties agree to follow the team leader selection process.

Candidates who meet the selection criteria and are found to be the highest qualifying candidates based on the necessary skills found below will have first consideration for interviewing for the Shipping and Receiving Clerk positions. The interview process will be the most heavily weighed of the selection process. If the two applicants are equal seniority will be the determining factor.

- 2 yrs. Advanced education or equivalent experience.
- Demonstrated computer skills including Microsoft Suite
- High level of motivation and initiative
- Ability to work well with others
- Good written and oral skills
- Leadership abilities
- Analytical abilities
- Detail oriented
- Comfort & ability to work with numbers
- Positive, professional attitude – customer focused
- Shift Flexibility
- Professional References

The appropriate Management personnel will review the resumes of the candidates and interview the highest qualified candidates from this pool.

OVERTIME

The Parties agree that Shipping and Receiving personnel will be put into separate equalization, shift preference and NIS groups per their respective plant and department.

REMOVAL CRITERIA

Employees may be removed from the shipping and receiving clerk position if they are unable to attain proficiency within 90 days from entry into the department, based upon management evaluation. Employees removed within the first 30 days will return to the department and classification he/she held immediately preceding transfer into the Shipping and Receiving Clerk position, providing such placement does not result in a greater seniority employee being displaced. Employees removed from 31-90 days; employees will be placed in an open job on site. The 90-day period will be extended day for day for any holidays or approved time off that fall within the timeframe.

INTEGRITY OF AGREEMENT

The parties recognize the desirability of maintaining the integrity of this agreement. Therefore, it is understood that no agreement, understanding or interpretation will be entered into which will supersede, conflict or modify any provisions of this Agreement. Deviations from the above provisions can be made in writing by mutual agreement between the Shop Committee Chairman and the Site Human Resources Manager.

MOU 10 PER DIEM

In the spirit of continuous improvement and increased operational efficiency, the Union and Company have reached an agreement which would facilitate employees at Nexteer's Saginaw Site to secure greater economic and workplace advancement opportunities, while at the same time providing Nexteer Automotive competitive positioning within the Automotive Industry.

An employee who is interested in a Per-Diem Group Leader position, can submit a resume to the Hourly Employment Office. Per Diem Group Leaders will be selected and assigned by Management.

Per Diem Group Leader positions which begin on or after March 20, 2020 will be for a period of twelve (12) months from the initial date such Per Diem assignment began. Seniority will continue to accumulate for the twelve (12) month period such employee is assigned to a Per Diem Group Leader Position.

Situations arising from catastrophic or extraordinary circumstances which would render the defined time period above inappropriate, the initial time period for a Per Diem Group Leader assignment may be extended for a period not to exceed ninety (90) days. Any extension of a Per Diem Group Leader position, must be made in writing and mutually agreed to between the Shop Committeeperson and the HRBP of the respective plant. Seniority will continue to accrue during such extension approved between the parties. Additionally, Management agrees to provide a business case to the Union upon request.

Employee(s) who have accepted a Per Diem Group Leader position will not be permitted to hold another Per Diem Group Leader assignment for a period of one (1) calendar year from the date any such Per Diem assignment ended. Any deviation from the restriction cited within this paragraph must be made in writing and mutually agreed to between the Shop Committeeperson and HRBP of the respective plant.

For the purposes of this agreement, the department to which an employee was working immediately preceding being assigned to a Per Diem Group Leader position will be considered the "home department" of said employee. Placement of the employee so assigned as a Per Diem Group Leader will not be permitted within the "home department" of the employee throughout the duration of such assignment.

At such a time the Per Diem Group Leader assignment ends, the employee will be converted to a salaried position or returned to the bargaining unit. If the employee is returned to the bargaining unit, they will be placed in a production job on site. It is understood that a return from a Per Diem Group Leader assignment to the bargaining unit, will not result in an employee with greater seniority being displaced from the department.

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Issues arising out of the administration of this MOU will be referred to the LMRC.

MOU 11

PROTOTYPE OPERATIONS FACTORY

Nexteer Automotive and UAW Local 699 both share a common vision to provide our customers with high quality prototypes of our products in the quantity and time frame required that surpass customer expectations. It is recognized that the automobile component business of today places a requirement for larger volumes of high-quality prototype components position in the marketplace, thus increasing job security of UAW represented employees; we enter into this Memorandum of Understanding.

Management

The Prototype Operation is managed by the Nexteer Manufacturing Engineering Staff.

Classifications

The following classifications will be utilized in the new Prototype Factory:

- Material Support -MSO1
- Set up Operator -OSA1
- Tool & Die Makers -TD6J

Work Flow Process

As a guideline, work will transition based on design stability and component readiness. At a minimum, program(s) must transition to prototype factory based on Product Development Process (P.D.P) milestones and start of production deadlines.

Specifically identified tests, that are not reliability, wear, or durability related, which have been established and set for a particular prototype component will be transitioned to the Prototype Factory based upon an acceptable business case and timeline.

People Movement

Selection of production employees will be based upon application to the Prototype Factory. Subsequent additions to the Prototype Factory will be placed in openings after the internal applications have been honored. All applicants will be selected based on the “selection criteria process” as stated below.

Seniority and Shift Preference Groups

Production employees within the Prototype Factory will be placed in a seniority group based on their job classification. Production employees will establish full Prototype Factory seniority after one (1) year in the Prototype Factory.

Reductions in Force

Reductions in Force (R. I. F.) will be handled in accordance with the Local Agreement.

Prototype Production Employee Selection/Removal Criteria

There is necessity for dedicated and knowledgeable UAW represented employees to participate in the production of quality prototype components. Based on this need, four (4) criteria have been developed to select production employees who apply to become employees in the Prototype Factory. Employees interested in becoming a prototype production employee at the Prototype Factory can submit an application. Subsequent to their application and prior to the filling of a job opening in the factory, candidates will be evaluated through the utilization of these four criteria. The selection process is to be administered by a joint committee with the sole objective of promoting the most capable UAW represented employee through the utilization of a fair objective selection process.

Evaluations of employee records and related selection criteria are made with the information from the twelve (12) month period prior to the transfer date, unless otherwise noted. The following categorization details the scoring system and identifies the associated point maximums for each Category of criteria. A maximum total of 100 points can be attained.

Category 1: Plant Seniority

0-5 years of service	Max: 25 points = 4 points
6-10 years of service	= 8 points
11-15 years of service	= 12 points
16-20 years of service	= 16 points
21-25 years of service	= 20 points
Over 25 years of service	= 25 points

Category 2: Attendance (Total Hours Absent)	Max: 30 points
0-24 total hours absent	= 30 points
25-40 total hours absent	= 20 points
41-60 total hours absent	= 10 points
61-80 total hours absent	= 5 points
81 or more total hours absent	= 0 points

The absentee codes utilized to calculate total hours absent will be U (unexcused), 2 (tardy), 3 (left early), 8 (absent unexcused).

Category 3: Infraction Record	Max: 20 points
0 written infraction notices	= 20 points
1 written infraction notices	= 8 points
2 written infraction notices	= 4 points
3 or more written infraction notices	= 0 points

Category 4: Reading and Basic Math Competency Test	Max: 25 points
90%-100%	= 25 points
80%-90%	= 15 points
70%-79%	= 5 points
69% or less	= 0 points

This jointly developed and administered multiple choice test will consist of reading comprehension and basic mathematics competency.

Tie Breaker

In the event two (2) or more employees finish with the same number of points, plant seniority will be utilized as the tie breaker.

Point totals of the applicant(s) will be provided to the Shop and District committeeman of Prototype prior to testing for audit purpose. Furthermore, after the applicant(s) has completed the test, the results to each individual's test along with the totals for each category will be provided to the Bargaining Chairperson, the Shop Committee and/or the District Representative of Prototype, upon request.

Removal

Production employees may be removed from the Prototype Factory if they are unable to attain average proficiency within 90 days from entry into the department. Employees removed within 90 days may be returned to the plant, department and classification, seniority permitting, in which

the employee was working immediately prior to entering the Prototype Factory.

Overtime

Overtime will follow the local agreement on overtime.

Shift and Start times

Shift and starting times will be done in accordance with the Nexteer Local. Under current operating conditions of the Prototype Factory will have the following start and quit time:

Start	Quit
A shift 7:00am	3:30pm

Any other shift and start times will be discussed and mutually agreed to by the parties before being established.

Machines — Tools- Maintenance

Mobile equipment — Under current operating conditions, UAW Local 699 Materials Support Classified employees will move product and parts within the Nexteer Automotive operations.

TD6J Equipment — There will be a minimum compliment of equipment to perform file, fit, and finish work as necessary. This equipment will be a mill, lathe, drill press, and belt sander.

Maintenance Trades — Work that has been historically assigned to UAW represented trades such as the installation, movement and maintenance of Nexteer Automotive assembly equipment and machinery utilized by UAW employees to produce prototype components, will be done by UAW trades. Work on the building proper (I.E. roof, cement, etc.) will be the responsibility of the owner. UAW trades will also perform start up installation and movement of Nexteer Automotive assembly equipment necessary to begin production of prototype products.

Skilled Trade assignments should follow the suggested method:

3082 — to handle emergency/technical work

Clean Room Concept

The Prototype Factory will be run under the “Clean Room Concept”

(Smoking, eating, drinking and reading of personal material will not be permitted on the factory floor).

Review of the M.O.U.

The provisions of this Memorandum of Understanding may be reviewed on a periodic basis by the joint parties.

MOU 12
Prototype CMM Programming and Training Center
Prototype Dept 16-2

Memorandum of Understanding

UAW Local 699 and Nexteer Automotive share a common vision in the areas of prototype production and new program implementation. The goal, with respect to prototype parts or assemblies is to provide the highest quality possible while meeting our customer timing requirements. In terms of new program implementation, we strive to implement a Global Technical Resource & Training Center in the CMM Programming and Training Center. This resource would supply our plants both domestically and internationally with CMM programming and training.

Classification

The CMM Programming and Training Center will be classified as follows:

Dept. 16-2: TD7J

TD7J has the same wage and benefits as TD6J.

Selection Method

The Prototype CMM Programming and Training Center requires a dedicated and knowledgeable staff to accomplish its goals. Employees that wish to be considered for an available position in this area may apply through the hourly employment office. They would be required to provide a resume to the Prototype CMM Programming and Training Center Supervisor at the time of their application. Applicants must understand and agree to a 2-year minimum commitment to work in this area.

Posting

The job openings will be developed and posted in a location where it is accessible to all site employees. Interested employees may file an application. The posting and application process will be open for (5) regular working days. The posting will describe the job duties and criteria specific to the area.

Selection Criteria

The records of candidates who apply for an opening in the Prototype CMM Programming and Training Center will be reviewed including attendance, infractions, and seniority similar to team leader selection process. The highest qualifying candidates will have first consideration for interviewing. The interview process will have the most impact in filling the open position.

Desired Requirements:

- Geometric Dimensioning and Tolerance
- TD6J classification
- CNC machine programming, set up, and operation
- Understanding of machine tooling
- Analytical trouble shooting
- Good interpersonal skills and team involvement
- Self-starter, able to work alone or with little direction
- Positive, professional attitude
- Customer focused individual
- Results oriented
- Understand/support that we are a Global resource for Nexteer and support both domestic and international customers.

If no internal candidates meet the selection criteria, UAW and Management must mutually agree on a resolution.

Overtime

The Parties agree that the Prototype CMM Programming and Training Center personnel will be put in a separate equalization, shift preference, and NIS group. (TD7J).

Employees must be fully trained and proficient in order to equalize with other TD7J's.

Removal Criteria

Employees may be removed from the Prototype CMM Programming and Training Center (TD7J) if they are unable to obtain proficiency within six (6) months (probationary period) from entry into the department. Employees removed within the six (6) month window will be returned to their previous job (plant, dept., classification) in which the employee was working immediately before entering the Prototype CMM Programming and Training Center, provided such employee does not displace an employee with greater seniority. The six (6) month period will be extended

day for day for any Holidays or approved time off that fall within the time frame.

When Management contemplates the need to remove an employee from this classification (TD7J), wherever possible, will notify the Shop Committeeperson (30) days prior, but in any event far enough in advance to discuss the evaluation of the employee before any action to remove the employee is taken.

Employees will be evaluated after one (1) year to determine their programming proficiency and a decision will be made jointly by UAW and Management to leave employee in Prototype CMM Programming and Training Center, assign to a plant or other area, or remove employee from the classification. The employee will be returned to their previously held position (TD6J) within the Bargaining Unit based upon their Seniority.

In the event of a permanent layoff/reduction in force of greater than 90 days, those employees assigned to the TD7J classification will be returned to their TD6J classification and will be reduced and/or laid off according to their seniority.

Labor Movement

Labor movement in the CMM Programming and Training Center could jeopardize new programs and current customer requirements. Movement will be allowed only if the UAW and Management agree. Extensive training is required by the Prototype CMM Programming and Training Center operators both internally and at outside resources.

Integrity of Agreement

The parties recognize the desirability of maintaining the integrity of this agreement. Therefore, it is understood that no agreement, understanding or interpretation will be entered into which supersede, conflict or modify any provisions of this agreement. Deviations from the above provisions can be made by mutual agreement between the Shop Committee Chairman and the Site Manager of Industrial Relations. At any time, through mutual agreement, the parties can remove this MOU.

MOU 13
OVERTIME REIMBURSEMENT VOUCHER

The Union and Management agree that in the day-to-day operation of the business situations can arise that may cause oversights resulting in violations of the provisions and guidelines illustrated within the Collective Bargaining Agreement. Further, the Parties agree that the expedient resolution of conflicts and grievances resulting from such situations is in the interest of all parties concerned. In recognition of this, the following process shall be adopted:

An employee who has been negatively impacted due to an improper administration of Article 11 of the Nexteer Automotive-UAW Local 699 Collective Bargaining Agreement, shall for the purposes of corrective remedy to an unintentional overtime violation, be afforded the ability to “make up” hours at later date(s) which will be used at the employee(s) discretion in the form of an Overtime Reimbursement Voucher.

- (a) Hours “made up” must be worked in the identical fashion to which the violation occurred in. **Example, if the violation was of a 4-hour block of time, those hours offered to be “made up” as reimbursement for that violation must be worked in a block of 4 hours.*
- (b) Hours offered as reimbursement can only be used for the department and group to which the employee has equalization rights within and cannot be used as a basis of claim to work hours outside of the employees designated equalization group.
- (c) Offers of work as settlement to grievance(s) whereby hours of work are being “made up” cannot be used either intentionally or unintentionally to create any further subsequent violations of overtime rights either inside or outside of the employees designated department.
- (d) Through the administration of this process, it is mutually understood and agreed that hours which are redeemed through the use of reimbursement vouchers will be done so “in excess of, not in lieu of”, the operators who are otherwise needed to meet customer demands and/or other departmental necessities.
- (e) Any employee who had their overtime rights violated and whereby the offer of “make-up” hours has been accepted as a

satisfactory settlement for that grievance, the hours to be “made up” shall only be valid and redeemable for a period of ninety (90) calendar days from the date to which the settlement was reached.

Exceptions:

Employees who have been placed on layoff, Medical related leaves, or who have suffered an Occupational injury which resulted in time off work due to incapacitation, will have their voucher reviewed on a case-by-case basis and dependent upon the merit of the situation, shall receive a new voucher or an extension.

The ninety (90) day duration pertaining to vouchers for Holidays will be extended to the next holiday period, whichever is greater, and will expire thereafter.

In general, the above cited procedure will be deemed as satisfactory remedy for the majority of violations resulting from the improper administration of the Overtime Equalization Agreement.

However, the Parties agree that the voucher process would not be considered proper restitution for circumstances involving willful and/or repeated violations of the overtime provisions. Remedy for instances of repeated and/or willful violations will be escalated to step four (4) of the Grievance Procedure.

Overtime Reimbursement Voucher

The completion and redemption of the reimbursement form allows for employee(s) an opportunity to “make up” premium time hours which were not afforded to the employee due to a violation of Art.11/O.E.A. **note the outlined process was designed and structured is to procure a carbon copy form resembling that of our current pre-approved vacation forms – to be finalized**

1. Upon a satisfactorily settled grievance in which premium hours were not afforded to the employee for a variety of potential reasons, the committee person and the supervisor will both sign and date the reimbursement form. *(should also include grievance number if applicable)*

2. Management shall retain 1 copy of the form for their records, the Union shall retain a copy of the form for their records, and the 3rd copy of the form will be presented to the employee by their committee person at such time the grievance is satisfactorily settled/reported out.
3. The employee will have the ability to sign and date the form electing their desired day for “make up” hours lost to the established violation. **Hours elected must conform to the specifications of section (a)*
4. Once the employee elects to use their reimbursement voucher to “make up” hours lost, such election will be irrevocable unless mutually agreed upon by all parties.

Reimbursement Vouchers derived from a violation of premium hours lost on Saturdays/Mandatory Overtime Requirements can be utilized to absolve an employee of Mandatory Overtime requirements (Plan A). Employees exercising this provision must provide prior notification to Management by the end of the shift on Thursday. Vouchers reimbursed to absolve an employee of the Mandatory Overtime requirements must be used within ninety (90) days of being issued.

Requests will be granted on a first come, first serve basis. Furthermore, the same rule as noted in section A applies to absolve mandatory hours and vouchers cannot be pyramided/combined.

**Example, if the violation was of an 8-hour block of time, only eight hours could be used to absolve someone from an 8-hour mandatory overtime requirement.*

The company and union will review the effectiveness of the voucher process in the monthly PJAC meeting. Issues arising from the administration of this process will be escalated to the Labor Management Relationship Committee. Such review will include the company’s ability to operate via the voucher process, and the effectiveness of this procedure in addressing the issues in which it was intended. If it is determined that the voucher process renders the company unable to operate, the company and union will meet to discuss the voucher reimbursement process and amend or terminate the program.

SUPPLEMENTAL ATTACHMENT: OVERTIME PREMIUM TIME CALCULATION GUIDE

May 20, 2020

This document will be utilized as a tool for rendering proper guidance on which premium pay provision the employee should be entitled, as it pertains to Article 11 (Hours of Work). It is understood between the Parties that this document does not represent an all encompassing depiction of every pay situation and as such, will require periodic evaluations whereby additional examples may be added to this document. Furthermore, the Parties agree that any augmentations to this document must be through mutual agreement and the parties must apply their signatures certifying each example along with any augmentation which may occur.

Shift	Days	Hours	Premium	Comments
C Shift	Sun – Mon – Tue – Wed – Thurs.	10:00 pm – 6:00 am	Straight Time	
	Fri./Sat.	10:00 pm – 6:00 am	1.5X	
	Sat./Sun.	10:00 pm – 6:00 am	2X	
	Sat./Sun.	Stay over 10:00 pm – 10:00 am added hours (+4 Hrs.)	2X 4 Hrs.	Double: Additional 4 Hrs. on Sun
	Sun.	Call back i.e., 12 noon – 4:00 pm	2X	
	Sun./Mon.	Early start times i.e., 8:00 pm – 6:00 am (+2 Hrs.)	Straight Time	1.5X after 40 Hrs.
A Shift	Sun./Mon.	Stay over 10:00 pm – 10:00 am added hours (+4 Hrs.)	Straight Time	1.5X after 40 Hrs.
	Mon. – Tue. – Wed. – Thurs. – Fri.	6:00 am – 2:00 pm	Straight Time	
	Sat. – Sun.	6:00 am – 2:00 pm	1.5X 2X	
B Shift	Mon. – Tue. – Wed. – Thurs. – Fri.	2:00 pm – 10:00 pm	Straight Time	
	Sat.	2:00 pm – 10:00 pm	1.5X	
	Sun.	2:00 pm – 10:00 pm	2X	
	Sat.	Early start times i.e., 12:00 pm – 10:00 pm (+2 Hrs.)	1.5X	
	Sat.	Stay over 2:00 pm – 12:00 am plus add hours (+2 Hrs.)	1.5X	1.5X after 40 Hrs.
	Sat./Sun.	Stay over 2:00 pm – 4:00 am plus add hours (+6 Hrs.)	2X 6 Hrs.	Continuation Additional 2 Hrs.
	Sun.	Call back i.e., 2:00 am – 6:00 am (+4 Hrs.)	2X	Double: Additional 6 Hrs. on Sun
	Sun.	Early start times i.e., 12:00 pm – 10:00 pm (+2 Hrs.)	2X	

In determining premium time calculation, the following rules will apply once an employee accrues forty (40) hours:

1. Employees who come in early for their shift, will be compensated at their regularly scheduled shift premium time pay.
2. Employees who work over their normally scheduled shift at one premium time, and work for less than four (4) hours at a new premium time calculation, will be compensated at the original shifts premium time pay.
3. Employees who work over their normally scheduled shift at one premium time, for four (4) hours or more, at a new premium time calculation, will be compensated at the next shifts premium time pay for the additional hours worked.

MOU 15 GENERAL LABORER

In the spirit of continuous improvement and increased operational efficiency, the Union and Company have reached an agreement which will help facilitate security and a competitive advantage to Nexteer Automotive Saginaw Site and their employees.

To this end, the Parties have agreed to create two (2) separate general laborer classifications.

- Central Services (QA01) Plt.99-19-4
- Central Services Site (GL01) Plt.99-19-2

All employees within various General Laborer Groups will be considered Central Services. It is understood those employees classified as QA01 may be assigned and allocated to the various Plants/Business Units for day-to-day operations whereby they will have a direct reporting structure to the maintenance group leaders of that respective area for the purposes of daily job assignments and overtime opportunity/equalization.

Selection Criteria:

Site General Laborer (GL01):

Upon the effective date of this Memorandum, employees who are properly assigned to perform work(s) which fall within the designated job scope (as found in Attachment A of this document) of General Laborer (GL) from within the following departments 99-19-2, and 99-19-4, will be able to apply for the initial site GL01 position and will be granted an interview.

Selection to fill the initial GL01 positions will be based on the interview scoring criteria. Subsequent postings for openings and training/proficiency opportunities within the GL01 will be based on seniority from the employees from 99-19-4 within the QA01 classification. All other employee additions to the QA01 classification will be filled by high App on file.

Selected candidates to the GL01 position will be required to perform and successfully complete a probationary/proficiency period not to exceed twelve (12) months. In such an event the employee is not able to attain proficiency within the twelve (12) month period based on Management's evaluation, they may be removed from the department. Employees removed, within the first six (6) months from date of entry into the

GL01 Classification, will return to their original plant, department and classification in which the employee was working in immediately prior to entering the position. Employee(s) who are removed after the six (6) month period, the employee would return to an open job on site. It is understood between the Parties that any such return, will not result in an employee with greater seniority being displaced.

Proficiency:

For the purposes of this Memorandum, employee Proficiency Protection Evaluations will be performed once each ninety (90) days through the utilization of a jointly created assessment of the employee's skillset development. Such evaluations will be conducted by the employee's Group Leader (s).

Exceptions to the proficiency timeline for employees, will be applicable to instances whereby; employee was placed on Temporary Layoff, Medical Leave, suffered incapacitation due to occupational injury, Jury Duty, and Bereavement. Instances pertaining to catastrophic and/or extraordinary circumstances, for reasons not cited herein, to which a timeline exception may be appropriate, shall be referred to the Shop Committee and HRBP for a determination on the matter.

Overtime:

Overtime equalization will be administered by classification, through the provisions of the "low person concept" as outlined in Article 11.

Reduction in Force Provisions:

1. Those employees so Classified as GL01 within the General Laborer Group(s) will be placed on Layoff and Recalled from Layoff independently from all other classifications within the bargaining unit.
2. Employees within the General Laborer Group(s) (GL01) and (QA01) will constitute a singular non-interchangeable Seniority Group for purposes of Permanent Layoff and Reductions in Force. When it becomes necessary to Permanently Layoff or Reduce from the General Laborer Group, the affected employee(s) will have their Seniority checked on a Site-wide basis amongst those employees performing designated General Laborer work(s), which for the purposes of this agreement shall

encompass those employees which may be allocated to the QA01 or GL01 classification and thereafter will be placed on layoff or reduced by the provisions enumerated within Article 8 of the Collective Bargaining Agreement. All other Seniority related situations/stipulations not specifically enumerated by this MOU will be handled in accordance with the provisions outlined within the Collective Bargaining Agreement.

Integrity of Agreement:

The parties recognize the desirability of maintaining the integrity of this agreement. Therefore, it is understood that no agreement, understanding or interpretation will be entered into which will supersede, conflict or modify any provisions of this Agreement. Deviations from the above provisions can be made in writing by mutual agreement between the Chairperson of the Shop Committee and the Human Resources Manager.

MOU 15
“Attachment A”

Auxiliary Work Group Tasks	Technical Work Group Tasks
Ground man for aerial lift jobs	Drywall repair and installation
Confined Space Cart PM- inventory / restock & attendant	Wood or metal structure construction (Bolting or nailing only, no welding)
Assist Inspection of Fall Hazard equipment	Window repair and installation
General painting (dunnage, gons, guard rails, posts)	Door repair and installation
General Clean-up	Mounted fan removal, cleaning, installation (Requiring use of tools)
Plant tour prep work	Loaders, flat bed and highway truck operation - Special licensing requirements
Light bulb changes	Preping and spray painting of large machines and external plant walls
5-S plant / storage areas	Snowplow equipment repairs and maintenance
Aisle mirror cleaning & replace existing	Maintenance of powered salt spreaders
Machine cleaning	Office furniture dismantling and installation
Cut up & dispose of wood pallets and crates	Office upgrades - carpeting installation, window shade installation, etc
Remove scrap / excess non-productive materials	Creform fab & maintenance, including fab and installation of plastic shelving
Repair / replace restroom dispensers	Permanent anchoring of cabinets/ shelves etc.
Floor Fan Cleaning	Sign and sticker creation and installations
Operate floor scrubber / sludge king / trash tugger	Epoxy Floor prep and Installation
Pickup truck Snowplowing	Stripping of aisleways, roadways, and parking lots
Sidewalk snow removal	Maintenance of all paint sprayers and pressure washers
Setup/ refill/ maintain/ salt buckets at doorways	External Fence installation, removal and maintenance
Parking lot cleanup	Oiler responsibilities in Product lab areas
Clean back slabs and plant roofs	Setup and maintenance of cement grinders and sand blasting equipment
PM's non-productive equipment - filters/lube/cleaning	Setup and maintenance of floor strippers and airless sprayers
Cover/uncover roof openings w/ visqueen	Painting of Plant ceilings (Paint Sprayer requirements)
Shelving installation and stability PM's	
Stair & Ladder inspection PM's	
Winterizing external smoking huts	
Setup & teardown auditorium / classrooms / conference rooms	
Floor matting installation	
Replace the tiles in existing drop ceilings	
Shovel / haul chips to help when chip system is down	
Support plant efforts to address emergencies - floods etc	
Hang plastic to avoid part contamination - water	
Support color coded oil system identification efforts	
Hang picture, boards, clocks etc	
Fabricate wood crates	
Fabricate and locate picnic tables inside and outside plants	
Painting of plant walls (Paint Rollers)	

MOU 16 Skilled Trades Reference Guide

The Union and Management Bargaining Committees spent countless hours discussing and resolving areas of dispute within the Skilled Trades organization, while maintaining focus on the challenges we collectively face in today's highly competitive environment. We believe that the Trade specific framework as outlined in this Memorandum preserves the integrity of the core trades, improve the efficiencies of our operations, and, above all, protect the safety of our employees. We acknowledge each of our Skilled Trades Classifications for their outstanding contributions to our future and job security for all UAW-Local 699 members and Nexteer Automotive-Saginaw Site employees.

The intent of the Reference Guide is to provide a functional high-level overview of assignments in relationship to the various Skilled Trades Classifications, while preserving the operational efficiencies previously established through the combination of Skilled Trades classifications and the ability to, and expectation of, Skilled Trades employees to perform work deemed "incidental" to the primary task(s) that may fall outside of a strict line of demarcation, provided they are qualified to perform such work and the work/task can be completed in a safe manner.

Table of contents

INDEX OF TRADES

High-Voltage Electrician – Control Maintenance	Page. 244
Electrician-Refrigeration-Pyrometer Repair	Page. 246
Garage Mechanic	Page. 249
Machine Repair	Page. 250
Millwright	Page. 253
Pipefitter	Page. 259
Powerhouse – Boiler & Other Equipment Operator/Repair	Page. 261
Tool & Die Maker	Page. 262
Truck Repair – Gas & Electric	Page. 263

HIGH-VOLTAGE ELECTRICIAN (EP4J)

SHOP TRAINING SCHEDULE

1. Rebuild & Repair Electrical Equipment
2. Construction & Installation
 - Conduit, Control Panels, - Machine, High Voltage Equipment, Hook-up Generators, Transformers & Motors, Planning & Job Layout
3. General Machine – Assist Plant Maintenance when required
4. Trouble Shooting & Repair compressors
5. Electronic Equipment & Controls (Includes, Peripherals, P.L.C.s, robotics, communication systems, solid state, numerical, tape and /or computer-controlled equipment and related “programming”).
**If such “programming” is a recognized job function of the journeymen in the skilled trades classification in the plant.*
6. Low, Medium Voltage Testing and repair
7. High Voltage Cable Testing
8. High Voltage Cable Terminations and Splicing
9. Power Quality analysis
10. Thermal Imaging of distribution system
11. Over Current Relay Testing
12. High Voltage Switch Testing
13. Distribution system switching and transfers
14. 15Kv Compressor Maintenance and testing
15. Bus plug reconditioning and testing
16. Load Studies
17. Analysis and study of existing power systems
18. Electrical Preventative Maintenance
19. Acceptance Testing
20. Oil sampling and testing for transformers
21. Emergency repairs and system restoration
22. New switchgear Installation and replacement
23. General Switchgear Maintenance and testing
24. Vacuum Circuit Breaker & Oil Circuit Breaker testing
25. Primary Circuit Switching

26. Capacitor Banks
27. DC Battery System
28. Control Verification
29. Current Transformers
30. Potential Transformers
31. Potential Circuits
32. Generator and Transfer switch Maintenance
33. Repair and maintain lighting and power transformers, electric motors, substations, emergency lighting generators, power distribution and electrical lift hoist and electrical control cables. This pertains to electrical components only. This covers all equipment and buildings. This does not include power company equipment or the high side of the sub stations when the power is on.

ELECTRICIAN (EE4J)

** (Voltages greater than 480 require the utilization and/or assistance of the High Voltage EP4J Classification). **

*** (The identified operations and/or responsibilities of refrigeration and Pyrometer are to be performed by those individuals from within the EE4J/EP4J classifications who have been properly trained and possess the required credentials and/or certifications needed to perform these works in a safe manner). ***

SHOP TRAINING SCHEDULE

1. Rebuild & Repair Electrical Equipment (as needed)
2. Construction & Installation
Conduit, Control Panels, - Machine, High Voltage Equipment, Hook-up Generators, Transformers & Motors, Planning & Job Layout
3. General Building – Maintenance
Testing, Locating & Repairing
Lighting & Power Circuits
4. General Machine – Maintenance
Production Machines, Incl.
Welding Equipment
Induction Heating
Electro-Magnetic Equipment
Electro-Chemical Equipment
Automated Systems
Automated Guided Vehicles
5. Electronic Equipment & Controls (Includes, P.L.C.s, robotics, communication systems, solid state, numerical, tape and /or computer-controlled equipment and related “programming” Trouble Shooting & Repair.

**If such “programming” is a recognized job function of the journeymen in the skilled trades classification in the plant.*

6. The installation of inductive coils as required.
7. Repair and replacement of buss bars and coils, adjustment of trigger gates and limit switches on induction hardening machines.
8. The trouble shooting of a bearing heat sensor.
9. Maintain and repair plastic injectors.

10. Mold heaters/temperature controls.
11. Bench Repair
 - Primary Shop work and Preliminary Operations
12. Electrical
 - Motors
 - Motors Controls (Installation and Service)
13. Maintenance
 - Trouble Shooting (Diagnosing)
 - General Service of Heating, Air Conditioning and Refrigeration Equipment
14. Installation
 - Compressor Systems
 - Fans
15. Maintain refrigeration units (Portable & Stationary).
16. Install and maintain refrigerant in non-automotive condensers, strainer, heat exchangers and valves.
17. Maintain gauges and thermometers directly associated with refrigeration systems. On new installation of gauges and thermometer wells or couplings, an electrician certified for refrigeration, will work with the pipefitter or other required trades classification.
18. Repair and replacement of heat exchangers.
19. Silver soldering or soft soldering with only acetylene on copper or brass refrigerant lines.
20. Service thermostats that control refrigerated air and water. When air or electrically operated thermostats need to be installed on new installations or rerouted, an electrician certified for refrigeration will perform work (refrigeration certification necessary in situations involving refrigerants ex. Freon).
21. Repair, maintain, install and remove all electrical and electronic equipment including electrical buss, control panels, battery charging equipment, conduit, wire, fans, lights, arc welders and cables. Electric motors, generators, circuit breakers, moto starters, timers, relays, coils, clocks, switches, switch plug in switches and solenoids, plastic injection coils. This pertains to electrical components only. (Main panels from furnaces to terminal end of heat treat and ancillary equipment) *(This refers to hard wiring, not plugging in cords)*.
22. The programming or trouble shooting of programmable controllers on the shop floor (Engineering to assist as required). (Furnace Only)

23. Assemble, repair, and maintain actuator lift motors. Install electrical and electronic equipment on special brackets or supports. Cam adjustment for actuating a limit switch will be done by an electrician if this is the sole purpose of the cam. This concerns electrical actuator lift motors. (Furnaces to terminal end of heat treat and ancillary equipment)
24. Electrical work on fluid and gas gauges. This refers to hard wiring, including internal electronic components. The plugging in of external modules or cords falls within the scope of various classifications.
25. The repair or trouble shooting of electrical problems in sound enclosure doors, ram loaders, and discharge conveyors that are located at the charge end and discharge end of furnaces.
26. Pyrometer and furnace temperature control instruments.
27. Install, check and repair pyrometers.
28. Buildup, check and replace Thermocouples.
29. Repair and replace control motors on furnaces (air dampers).
30. Replace and repair flame detectors.
31. Replace and repair valve delay units (furnace control)
32. Repair and replace flame relays.
33. Check and repair optical temperature controls on forging and heat treat operations.
34. Set-up and repair gas analyzer.
35. Set-up and repair CO₂ gas analyzer on RX and DX generators and heat-treat furnaces.
36. Traveling thermocouple temperature checks.
37. Maintain repair parts for pyrometer department.
38. Keep records on pyrometer repairs.
39. Maintain and repair electrical controlling devices that are associated with temperature control, atmosphere and the cycling of furnaces.
40. Check furnace recorder operation: electrical and mechanical (paper and ink).
41. Check Dew points on furnaces and RX and DX generators.
42. Check and repair conductivity instruments on condensation systems.
43. PM requirements and calibrations

GARAGE MECHANIC (GM2J)

1. Suspension systems including springs, shocks, struts, shackles, tie rods, torsion bars, etc.
2. Wheels and Tires
3. Engines and Motors (gas, electric, diesel)
4. Braking Systems
5. Drive systems including motors (electric, gas, diesel, etc.), transmissions, clutches, drive shafts, differentials, and wheel hubs.
6. Lubrication Systems
7. Fuel Systems
8. Electrical Systems
9. Cooling Systems
10. Steering systems.
11. Exterior body panels and interior components such as seats, dashes, consoles, head liners, etc.
12. Maintenance of wheeled equipment, such as: vehicles, trailers, yard tractors, etc.
13. Repair and maintain engines, trucks, cars, and yard equipment, four and two cycle, diesel and gas engines, fuel systems, (injection and carburetor) cooling system, exhaust system, turbo and super chargers, blower, etc.
14. Removal and installation of experimental equipment back to standard. Installation of experimental equipment may require the assistance of another classification, who would work with the Garage Mechanic on the initial installation.
15. Snowplow/Salt Truck: Offseason preventative maintenance such as repair of engines, drive trains, brakes, hydraulic systems, and conveyor systems. Emergency breakdown repair while in winter use is handled by the respective plant's skilled trades. Repair of safety systems, major drive train, engine problems, steering, and brakes, shall be brought to the attention of the Plant #3 garage for assignment of Garage Mechanics.
16. Major overhaul of diesel engines on Company Cats. Fork truck repair person will remove engine and ship it to the Plant #3 garage for overhaul. All other CAT work will be done by fork truck repair person (clutches, steering clutches, transmission, winch, track, etc.).

MACHINE REPAIR (MR4J)

SHOP TRAINING SCHEDULE

1. Lathe (Including numerical, tape and/or computer-controlled machines and related “programming”*)
2. Grinders
External, Internal, Surface, Cutter
3. Numerical Control/Computer Numerical Control (Including numerical, tape and/or computer-controlled machines such as lathes, mills, grinders, CMM’s and related “programming”*)
4. Bench & General Repair - Plant Areas (Includes Drill Press) (Hydraulics) (Numerical, tape and/or computer-controlled machines)
5. Automated Systems - (Including Robots), Operational Fundamentals, Trade Related Diagnostics and Repair
*If such “programming” is a recognized job function of the journeymen in skilled trades classification in the plant.
6. Maintain and repair air/pneumatics on production equipment.
7. Install, maintain, and repair grease metering/control pumps or devices after last supply shutoff to production equipment.
8. Repair and adjust clutches and or brakes on machines.
9. Rebuild, repair, and install hydraulic systems.
10. Disassemble, rebuild, repair, and replace machine parts and tooling, details, and reassemble machines to a safe and efficient operating condition. (This does not cover tooling that is part of the set-up).
11. Disassemble and repair speed reducers or cam units that are part of the machine.
12. Install and repair lubrication systems on Production Type Machines.
13. Use the Herculift to the rated capacity to assist in repair of machines and fixtures.
14. Use of Acetylene torch to heat parts for assembly or disassembly of machinery.
15. Pipe, hose, and/or tubing installation and/or repair, on or in dies or fixtures, which are an integral part of the dies or fixtures.
16. Horizontal plane leveling when trouble shooting or aligning in two or more planes.
17. Replacement of old model valves and manifolds on a machine undergoing repair on the plant floor.

18. Replacement of a hose to a hand-held, quick disconnect, air tool (assembly line).
19. Upgrade of pneumatics and lubrication systems on machines undergoing rebuild on the plant floor.
20. The changing of V-belts and/or timing belts is frequently an element of an overall job assignment. Employees of several classifications have been performing this function for a long period of time and it is recognized as an inherent part of their job. Historically, the changing of V-belts and/or timing belts has been performed by employees involved in the maintenance of machines or equipment assigned in their classification.
21. Installation and Maintenance
 - Waste -Sewage as required
 - Plumbing
22. Pipe Fabrication - including
 - Planning
 - Layout
23. Installation and Maintenance
 - High- and Low-Pressure Systems, including Supply Lines (Air, Acid, Gas, Steam, Oil, Water, etc.)
24. Repair and Maintenance
 - Pumps
 - Valves
 - Traps
 - Other Special Plumbing Devices
25. Installation and Maintenance
 - Air Conditioning (tower water applications only)
 - Refrigeration (will work with the appropriate trade)
26. Automated Systems. (Including Robots) Operational Fundamentals. Trade Related Diagnostics and Repair.
27. Original installation of air on material handling and production equipment. Maintain and repair air/pneumatics on material handling equipment. Install, maintain, and repair supply to the last shut-off before the machine. (OSHA Required)
28. Repair of threaded pipe 1" and over beyond the shut-off on production machines.
29. Repair of piping primary to blow-offs (manual, mechanical, or automatic) on production machines.
30. Installation and repair of coolant lines on production machines.
31. Air operated doors on production machines and material handling equipment and furnaces.

32. Install maintain and repair supply and vacuum lines (Air, water, gas, sewage, drainage, steam bulk oil, etc.).
33. Install maintain, and repair grease and air supply lines to last shut-off before the machine Install filters, regulators, gas and oil burners, oiler strainers, and solenoid valves in connection with piping for air, water, gas, paint, steam, and oil.
34. Install, maintain and repair pumps that supply grease, water, oil, gas, paint, antifreeze condensation, and chemicals. Install, maintain and repair sump and barrel pumps.
35. Install, maintain and repair piping and pumps in the tank farms.
36. Use of oxygen and acetylene torches for sweating joints of soft solder, for copper tubing and to thaw pipes.
37. Install, maintain, pressure test, fabricate and repair all hoses, fittings, and tubing up to the heat induction coils.
38. Maintain and repair unit heaters, penthouses, piping, and coils.
39. Install and repair paint guns, regulators, circulating pumps to spray booths, filters on paint booths and tower water systems. Routine cleaning of paint guns may be done by operators-major dismantling will be done by pipefitters.
40. Install, maintain, repair, and adjust air to hoses, guns, tips, integral air motors, pumps valves agitators, and air cylinders on non-productive equipment (such as bulk oil tanks, furnaces gon-tippers, paint booths, date stamps, and washers).
41. Repacking or replacing of valves and pumps.
42. Install and maintain flow scopes.
43. Install, maintain, and replace protection tubes with the assistance of a pyrometer person.
44. Install, maintain, and repair air temperature control systems such as therice controls (except in Powerhouse and on refrigerant controls).
45. Installation of tubing for a bearing oiler of roof heater blower shafts.
46. Disconnect piping at pumps, machines, etc.; determine proper shutoff valves to isolate from active utilities; dram the piping, etc. during the removal of overhead piping, no longer in use in a department.
47. Install and repair test-oil systems.
48. Install and repair lubrication systems on material handling equipment.
49. Installation of non-metered oil spray systems.

MILLWRIGHT (MW2J)

SHOP TRAINING SCHEDULE

1. General Maintenance
Equipment, Balers, Conveyors, Furnaces, Drive Mechanisms, etc.
2. Dismantling, Moving, & Installation
Machinery, Automated Systems, Equipment, Conveyors, Washers, Collectors, exhaust fans, Furnaces, etc.
3. Construction - Installation
Cribs, Reinforcing Steel,
Installation Electric Motors & Equipment (does not include wiring), etc.
4. Layout Assignments
Sketching and Estimating
5. Automated Systems - (Including Robots),
Operational Fundamentals, Trade Related Diagnostics and Repair
6. Layout per blueprint, fabrication, installation, removal, and relocation of: conveyors, test equipment, guard rails, crib fencing, hand rails, platforms, bumpers, and anchoring of prefabricated ladders, prefabricated walkways, prefabricated stairs, and prefabricated catwalks. Assembly and fabrication of stands, bases and equipment constructed from materials that can be performed with equipment belonging to the maintenance department.
7. On Material Handling Equipment: Installation, removal, relocation, inspection, and repair of v-belts, timing belts, flat belts, round belts, conveyor belts, roller chain, timing chain, conveyor chain, silent chain. lifting, safety and hauling chain, wire rope and fittings, central ropes and chains. Chain and rope for cranes, winches, gantries, jib booms, stiff legs, derricks (except small tool), installation of cable, pulleys and counterweights on all material handling equipment. (Excluding those responsibilities outlined within the Non-Strategic work enumerated under Article 14).
8. On Material Handling Equipment: Installation, removal and relocation of electric brakes, electric clutches, transformer control panels, and switch gear.
9. On Material Handling Equipment: Installation, removal, relocation, inspection, alignment and repair of silent chain conveyors, gear reducers, speed reducers, variable speed

- clutches, variable speed transmissions, gear couplings, chain couplings, mechanical brakes, clutches, sprockets, bearings, gears, springs, shafts, shims, shock absorbers, drives and chain for assembly line and material handling equipment (material handling only).
10. Installation, removal, relocation, and repair of mechanical components of fans, blowers, dust collectors, furnace exhaust fans, processing and cleaning tanks, automatic feeder conveyors. (Inspection and repair of process equipment)
 11. Layout fabrication, installation, removal, relocation of steel tread plate, deck plate, grading, expanded metal, perforated metal, wire mesh, pattern mesh.
 12. Fabrication, installation, removal, and repair of parts on conveyors and screw type conveyors on automatic screw machines, stock reels, tubes, pedestals, and material handling components on automatic screw machines.
 13. Installation, removal, relocation, and anchoring of machinery including primary leveling.
 14. The mixing and placing of dry grout, brick work, and minor concrete patch of furnaces (excluding PowerHouse boilers). (Furnace Crew performing minor repair).
 15. Build, install and maintain from steel the following equipment: steel bins, hoppers chutes, racks, platforms, guard rails, mounting brackets, mounting frames, wire decking, prefabricated ladders, and prefabricated cat walks, mounting supports and guide rails. (May build, install, and maintain tables and benches when requested).
 16. Install, erect, align, dismantle and maintain the following on Millwright fabrications: chains, conveyor rails, conveyor drives, mills, conveyors, steel tanks, overhead drives, machines, dust collectors, pulleys, sprockets, couplings, drive gears, rollers, casters, wheels, spear hubs, sheaves, fences requiring welding or special construction, prefab fencing lagged to the floor, structure and base posts, monorails, furnaces, tumblers, buckets, feed elevators and troughs.
 17. Millwrights will do rigging, use trade tools and trade equipment such as boom truck, mobile cranes, roll-over truck, heavy duty and standard (04) trucks, chain falls, block and tackle, hydraulic booms, (hand and electric), chains, slings, chokers, ropes, and other rigging type components. The operation of double battery fork trucks or single battery heavy-duty fork trucks (which may have long forks and boom attachments).

18. The following falls within the scope of various classifications:
 - a) Use of 04 type truck and pickup type truck.
 - b) The use of rope, chain, straps, etc., to secure a load safely for transport (i.e. on 04 type truck and Herculift) is not considered rigging.
 - c) Use of Herculift.
 - d) Rigging: When pre-determined lift points exist (i.e.: Drilled & tapped holes for eye bolts; not to conflict with current accepted work practices).
19. Install and repair Hydromation conveyor chains, media belts, and drive components.

Installation, removal, relocation, repair and inspection of chip augers, belt conveyors, wringers, crushers, shakers, drive belt, and gear reducers for the chip system (including chip pipe).

20. Installation, replacement and relocation of feeders and vibrating bowls.
21. Under normal operating circumstances and conditions, heating, burning, Plasma arc burning, and tack welding.
22. The loading, unloading, and transporting to and from the dock of fixtures and equipment, unwieldy bundles of sheet steel, bar steel and pipe destined to the tool room, maintenance or machine repair.
23. When the installation or removal, location, motor size, and/or weight require assistance by rigging or truck lifts.
24. Application of urethane and rubber sound-deadening material during new construction and repair on items they fabricate.
25. Operation of payloader, Bobcat and tractors for lifting, loading, or transporting equipment and materials if required for their work.
26. Removal/Assembly of machine bridges during major assembly or disassembly.
27. Fabrication of a table that does not require machining using tool room type equipment.
28. Installing grip strut on a frame built by Millwrights.
29. Replacement of wheels on a sheet metal cart fabricated by Millwrights.
30. The installation and replacement of door closures on “personnel type” doors.
31. Uses of wood by Millwrights include: Battery racks “yellow-type” storage racks. Composite crews may be used on large

- projects such as building construction, major renovations, etc. (when needed).
32. The cutting and use of wood blocking is incidental to the trade involved.
 33. Wej-it, Anchorman, and similar type fasteners are not exclusive to any trade but determined by the application.
 34. Removal of machine bridges for service of transfer machine that do not require rigging (reference Millwright section, items 16 & 17).
 35. Care & Use of Welding Equipment
 - Torch Gauges Cylinders
 - Regulators Lines, etc.
 36. Gas Welding
 - Cast Iron Brass
 - Aluminum Sheet
 - Metal, etc.
 37. Arc Welding
 - Downhand
 - Vertical
 - Horizontal
 - Overhead
 38. Pipe Welding
 - New Construction & Repair (will work with Pipefitter)
 39. Torch Soldering, Lead Welding & Burning etc.
 40. Non-Ferrous Welding
 - Special Processes
 41. High Alloy Steel Welding
 - Hard Surface Welding
 - High Speed, Oil, Air & Water Hardening Rods
 - Stainless
 42. Induction coil or water-cooled coils that require braze or silver solder to repair.
 43. Brazing and silver soldering.
 44. Hard surface welding or torch application.
 45. Heating and flame hardening should fall in the scope of tool-room hardener. However, in emergencies welders will perform heat treating and flame hardening. When a Millwright is not on a shift or in the plant then tool & die makers may perform emergency heat treating and flame hardening.

46. When the primary job is burning for removal and scrapping, the Millwright will be assigned to work with the respective trades.
47. Elementary Practices
 - a. Layout & Sketches
 - b. Cutting & Shear Operations
 - c. Metal Forming
48. Soldering
49. Sheet Metal Fabrication
Hand & Power Tools
50. Construction & Installation
Safety Guards, Brazing & Welding, etc.
51. General Maintenance, Field and Shop Repair
52. Design, Layout, Sketching & Estimating
53. Fabricate using metals classed as sheet metal.
54. Non-metal materials for construction of guards, sound deadening material, material handling and ventilation. Plexiglas type plastics will be cut, installed, replaced and repaired.
55. Bracing and/or supporting material necessary to complete the sheet metal job.
56. Repair and service anything they construct.
57. Fabrications and utilizing hand equipment (chain falls, slings, rope, rope falls, and come-a-longs) to complete the job. All items too large to handle by hand equipment will be installed in conjunction with the millwrights.
58. Fabricate, install, remove, and repair all chutes subject to #6 above. Chutes to include all blue steel and/or spring steel (fab-tec) installations and alterations.
59. Repair and replacement of filters that require special skills, equipment, or tools (Except bag filters).
60. The assembly and disassembly of “yellow” heavy duty storage racks (when needed).
61. Guard rails.
62. Fabricate sheet metal brackets.
63. Install and weld PVC type plastics used for ventilation, exhaust, guards, drip pans, new installation, and repair.
64. Use of oxygen and acetylene burning and plasma arc cutting of their work.
65. Install, maintain, and repair of cables, pulleys, and counterweights on safety doors and guards.
66. Plasma Arc Burning.
67. Install tread grip and grip strut on a framework.

68. The cutting and use of wood blocking is incidental to the trade involved.
69. Wej-it, Anchorman, and similar type fasteners are not exclusive to any trade but determined by the application.
70. Fabrication of material handling related to Creform.

CERTIFIED PIPEFITTER (PF2J)

SHOP TRAINING SCHEDULE

1. Installation and Maintenance
 - Waste -Sewage
 - Plumbing
2. Pipe Fabrication - including
 - Planning
 - Layout
3. Installation and Maintenance
 - High- and Low-Pressure Systems, including Supply Lines (Air, Acid, Gas, Steam, Oil, Water, etc.)
4. Repair and Maintenance
 - Pumps
 - Valves
 - Traps

Other Special Plumbing Devices
5. Installation and Maintenance
 - Heating
 - Air Conditioning (tower water applications)
 - Refrigeration (will work with the appropriate trade)
 - Ventilating Systems
6. Automated Systems. (Including Robots) Operational Fundamentals. Trade Related Diagnostics and Repair.
7. Original installation of air on material handling and production equipment. Maintain and repair air/pneumatics on material handling equipment. Install, maintain, and repair supply to the last shut-off before the machine. (OSHA Required)
8. Repair of threaded pipe 1" and over beyond the shut-off on production machines.
9. Repair of piping primary to blow-offs (manual, mechanical, or automatic) on production machines.
10. Installation and repair of coolant lines on production machines.
11. Air operated doors on production machines and material handling equipment and furnaces.
12. Install maintain and repair supply and vacuum lines (Air, water, gas, sewage, drainage, steam bulk oil, etc.).
13. Install maintain, and repair grease and air supply lines to last shut-off before the machine Install filters, regulators, gas and oil burners, oiler strainers, and solenoid valves in connection with piping for air, water, gas, paint, steam, and oil.

14. Install, maintain, and repair pumps that supply grease, water, oil, gas, paint, antifreeze condensation, and chemicals. Install, maintain, and repair sump and barrel pumps.
15. Install, maintain, and repair piping and pumps in the tank farms.
16. Use of oxygen and acetylene torches for sweating joints of soft solder, for copper tubing and to thaw pipes.
17. Install, maintain, pressure test, fabricate and repair all hoses, fittings, and tubing up to the heat induction coils.
18. Maintain and repair unit heaters, penthouses, piping, and coils.
19. Install and repair paint guns, regulators, circulating pumps to spray booths, filters on paint booths and tower water systems. Routine cleaning of paint guns may be done by operators-major dismantling will be done by pipefitters.
20. Install, maintain, repair, and adjust air to hoses, guns, tips, integral air motors, pumps valves agitators, and air cylinders on non-productive equipment (such as bulk oil tanks, furnaces gon-tippers, paint booths, date stamps, and washers).
21. Repacking or replacing of valves and pumps.
22. Install and maintain flow scopes.
23. Install, maintain, and replace protection tubes with the assistance of a pyrometer person.
24. Install, maintain, and repair air temperature control systems such as therice controls (except in Powerhouse and on refrigerant controls).
25. Installation of tubing for a bearing oiler of roof heater blower shafts.
26. Disconnect piping at pumps, machines, etc.; determine proper shutoff valves to isolate from active utilities; dram the piping, etc. during the removal of overhead piping, no longer in use in a department.
27. Install and repair test-oil systems.
28. Install and repair lubrication systems on material handling equipment.
29. Installation of non-metered oil spray systems.
30. Certified welding done on high pressure steam in PowerHouse.

POWERHOUSE – BOILER & OTHER EQUIPMENT
OPERATION/REPAIR (PH2J)

SHOP TRAINING SCHEDULE

1. Reciprocating Machinery, Air Compressor - Operation, Maintenance, Repair, Installation
2. Pump Operation. Maintenance, Repair, Installation
3. Valves, Gauges, Water Columns, Steam Traps, Expansion Joints - Repair and Checking.
4. Boiler, Stokers, Turbine - Operation, Maintenance, & Repair
5. Air Filters, Washers, Cooling Towers
6. Water Treatment - Operation, Maintenance and Repair related to cooling tower at Powerhouse.
7. Powerhouse: Operation, Maintenance, and repair of:
 - a) Boilers
 - b) Stokers
 - c) Turbines
 - d) Pumps
 - e) Valves
 - f) Gauges
 - g) Water columns
 - h) Steam traps
 - i) Expansion joints
 - j) Air filters
8. Hydro ash system, operation, and maintenance.
9. On Powerhouse shutdowns (maintenance and repair):
 - a) Add water to boilers.
 - b) Pipefitters may assist during shutdowns if needed.
10. Boiler bricklaying and patching.
11. Tacking, welding, burning, cutting, and torching.
12. Recording flow charts for boiler operator; replace, date, install and label or stamp all flow charts in the Powerhouse.
13. Monitor Plant 4, 7 and Nitrogen air compressor for proper operation.

TOOL & DIE MAKER (TD6J)

SHOP TRAINING SCHEDULE

1. Lathe (Including numerical, tape and/or computer-controlled machines and related “programming”*)
2. Grinders - External, Internal, Surface, Cutter
3. Milling, Jig Borer, Boring Mill, Keller, and EDM Machines (Including numerical and/or computer-controlled machines and related programming”*)
4. Numerical Control/Computer Numerical Control (CNC) (Including numerical, and/or computer-controlled machines such as lathes, mills, grinders, CMM’s and related programming”*)
CMM’s -TD7J
5. Bench - Including Die Construction, Die Tryout/Repair, Automated Systems and Plastics, Adiprene, Kirksite & composite materials, as performed by Tool and Die Makers. ***
(Column assembly D.16)
6. Complete dimensional inspection of tooling, dies/die assemblies, gages, and gauging fixtures.
7. Inspection of experimental parts and pre-production parts.
CMM Room -TD7J
8. Inspection of sample approved (First Article Samples). CMM Room -TD7J
9. Computer Aided Drafting/Manufacturing (CAD/CAM)
10. Fabrication of a weldment, machine base, gauge base or machine column, when critical dimensions or planes must be achieved by machining with the use of tool room type equipment. D. 16
TD7J
11. Removal, replacement, and repair of components that are an integral part of a die
(i.e. Knock-out pins, stripper plates, nitrodyne cylinders).
12. Locating, drilling, and tapping for the installation of fixtures, gages, holding devices, etc., made in the Tool Room and used on machine bases being initially fitted. This type of work on a machine on the plant floor undergoing repair or overhaul is work within the scope of the classifications of Machine Repair or Tool & Die Makers.
13. Heat Treat – May flame harden material for heat treat operations
14. Assist with engineering as needed for troubleshooting and new production/program needs. (TD7J)

TRUCK REPAIR – GAS & ELECTRIC (TR2J)

1. Repair and maintain gas, electric, and Diesel Fork Trucks, except major diesel engine repair where engine removal is required.
2. Repair and maintain gas or electric sweepers and scrubbing equipment.
3. Repair electric or gas personnel carriers and transporters within the plants, garages, or warehouses, including vert-a-lifts, Herculift and power-driven lifting, equipment (Drott, Grove, tractor type).
4. Repair sludge carriers except for line power and plumbing components but will dismantle and assemble pump on gas engine type unit pump for repair of engine.
5. Change oil and minor repair on stationary diesel engine power unit component including the starting of the engine to check repairs.
6. Check and maintain all batteries in charging areas and connected to equipment serviced by their trade.
7. Use torches for heating and soft soldering.
8. Fabricate and install brackets, etc. on their equipment as required.
9. Change plastic housings on battery leads to charger where lead repair is not required.
10. Use 04 type fork trucks for transporting parts and components to and from cleaning room or to pickup for repair on forks or pallet where no rigging is required.
11. Install, maintain and repair accessories and attachments to equipment within this trade (i.e. fans, mirrors, lights, horns, etc.).
12. Electrical Truck Maintenance & Repair

MOU 17
SUBCONTRACTING COMMITTEE
SKILLED TRADES WORK & NON-STRATEGIC
SKILLED TRADES WORK

During the 2020 negotiations, the parties discussed the issue of subcontracting facilities related maintenance work at length. As a result of those discussions, this Memorandum of Understanding establishes a Subcontracting Committee to:

1. Identify site-wide facilities work that can be evaluated for cost effectiveness to bring in-house and;
2. To help team members better realize the competitive nature of the site-wide facilities work.

It must be recognized that there are several elements that require consideration when outside contractors are going to be used. These include ability to complete the work within a prespecified time period; cost; expertise or skills required; licenses and certifications; liability insurance; warranties; special materials or equipment which our workforce does not possess just to mention a few.

The Subcontracting Committee is set up to be future oriented and will not hold up work that has already been planned prior to the commencement of this Committee. The Committee is designed to be proactive and will discuss and review known future jobs. In this meeting local management will share all pertinent information that applies to the job including the costs, the times the job is to be completed and the materials and equipment to be used. Management will also disclose the insurance required and warranties of the work if it was slated to be done outside. This information is intended to give the Committee a chance to evaluate the options as it relates to the job. The parties recognize that there will be circumstances when jobs must be done by outside contractors such as, but not limited to unforeseen emergency circumstances.

The process for evaluation shall involve a committee consisting of three (3) union (at least one shop committee member) and three (3) salaried team members. Two (2) of these members will be Co-chairs of the Committee. The union or company may replace their members by notifying the other party. However, the objective is to have a consistent committee membership. These six (6), team members may request job cost reviews on future facilities work utilizing the criteria set forth in this MOU. At the conclusion of the job cost review, the Committee will

present to local management the job cost analysis and a recommendation which will be to do the work in-house or to contract out.

The team will serve as a committee meeting once a month. The committee will be formed, and a first meeting held by the end of the month following the month of ratification of this contract. Between meetings, if facilities work is required for review it may be sent for review through the committee chairperson.

The goal of this committee is to establish a catalog listing standard jobs which the parties deemed to be more cost effective using internal resources versus outside contractors. These jobs and associated quotes can be reviewed once every rolling twelve (12) months to ensure competitiveness. It is incumbent on the parties that work undertaken internally must be the lowest cost, highest quality and completed in the timeliest method. Specifically, this means that if work is scheduled for Saturday and/or Sunday in order to complete the job we must be able to count on full attendance for that work.

The committee will keep a running log detailing the work kept in-house, the date of completion as compared to the schedule and the cost savings in order to assist in a company and union the evaluation of its effectiveness at the end of one year. At this time the decision will be made to continue, modify or eliminate the committee based upon its effectiveness. Additionally, the effectiveness of the Committee will be included on the agenda of the Labor-Management Relationship Committee once per quarter.

The Committee's goal is to bring more work in-house and in that spirit the company commits to giving due consideration to the Subcontracting Committee's recommendations. Notwithstanding that goal, it is understood that absent a recommendation the Company will still make a decision based on the factors noted above. Nothing in this MOU will preclude the company from making decisions to contract work out or doing the work in house.

MOU 18 PRODUCTION PART TIME EMPLOYEES

The purpose of this MOU is to provide the Company with a means to supplement the workforce to cover peak staffing needs. This MOU is written with the intent to provide a possible solution for manufacturing parts for our customers while maintaining a “work/life” balance in periods of high overtime, increased customer schedules, down equipment, etc.

The Parties agree that the Saginaw Site will hire Part Time employees under the following terms and conditions:

1. Shall be employed by Nexteer Automotive and represented by UAW local 699.
2. Part-time employees who are eligible, shall have the option to voluntarily become bargaining unit members of the union and shall voluntarily have payroll deduction for union dues, initiation fees and V-CAP.
3. Part-time employees are not eligible to and will not attain seniority under Article (8) Eight.
4. Part-time employees shall be subject to the same conditions of employment as probationary employees, save and except the provisions outlined in the MOU (see below).
5. Part-time shall mean employees scheduled to Work at a rate of less than thirty (30) hours per week
6. Because Part-time employees cannot work more than 29 hours, they are not eligible for overtime.
7. Part-time employees can work year-round.
8. In the event of a lack of work during a shift, the Part-time employees shall be sent home first, if there is insufficient number of volunteers to leave work.
9. Management agrees that it will not use Part-time employees as a means to circumvent the posting and filling of permanent full-time positions.
10. Part-Time employees may be used in situations such as but not limited to, quality sorts (not initiated by the customer), overtime, inspections due to new product launch and as possible substitution for AWS or Critical Plant Language.
11. Part-time employees will be used to fill in for full-time employees who are absent due to the following reasons: to cover all absences including; STD, Workers Compensation; paid personal days such as VR and VP; to cover OT after overtime procedure has been exhausted; to cover training.

12. Part-time employees will be offered in line with their hire date, opportunities to transition to “Seniority Employment”.
13. At no time will Part Time Employees be hired, while Seniority Employees still have recall rights from a permanent layoff and have not been offered the Part-Time employee position.
14. If an employee is on a permanent layoff (with recall rights) and Part-Time work is available, it will be offered to the permanently laid-off employee.
15. Seniority employees who return to work on a Part-time assignment will continue to accrue seniority.
16. Recall rights will not be affected if a permanently laid-off employee refuses Part-time work.
17. Newly hired Part-time employees shall be probationary employees and all of the provisions of the Agreement shall apply to them unless specifically excluded.
18. Part Time Employees will not be used at a rate greater than 15% *of site population* or 300 *Part-Time employees* whichever is lower across the site unless more are mutually agreed to by the parties.
19. Human Resources will supply the Union Chairperson with a list of all Part-time employees in the bargaining unit on a monthly basis. Additionally, Human Resources will inform the Union Chairperson of all offers to convert and the decision that the employee made. The Union Chairperson will be copied on any offers of conversion.

Conversions:

At any such time the employment base of Part-Time employees reaches or exceeds the established threshold limitations as cited above, Management will be obligated to the following:

- In the event there is a need to increase the Permanent workforce, that increase will be accomplished by converting the Part-Time employee(s) with the longest established service date on site to Permanent/Seniority employment status at a rate of 1 for 1 to keep below the threshold, prior to hiring any additional Part-Time employees.
- The Part-Time employee with the longest service date, upon receiving the offer to convert to Seniority employee status, and who subsequently declines such offer, will maintain their Part-Time status. Thereafter, Management will extend the offer to convert the next longest service Part-Time employee to Permanent/Seniority status. This process will be repeated

until the appropriate number of Part-Time employees have been converted to Permanent/Seniority status to maintain compliance with the established threshold limitations cited herein.

- In the event there is not a need to increase the Permanent/Seniority workforce, Management will reduce the number of Part-Time employees to the extent that the total number of Part-Time employees remain at or below the established threshold limitations cited herein. This will be accomplished by reducing the Part-Time employees which possess the least amount of service with the company.
- Part-time employees who become permanent employees will be given credit for time worked towards the probationary period when converted to seniority status. If they have not worked 90 days, they have to complete the balance of the probationary period and will acquire the seniority date they are so converted.

Exclusions:

- It is understood that Part-Time Employees will be assigned to areas as deemed necessary but will not acquire seniority.
- Part-Time Employees will not be entitled to any other section of the Employee Movement Article other than shift preference.
- Part Time Employees can exercise the employee movement “bump” language on other “Part-Time Employees” once both parties have acquired at least 90 days of service. Full-time employees cannot bump a Part-time employee.

Government Relief Programs

- The Company will investigate and consider the merits of any government relief program that supplements Part-time employees’ wages. (Example: Michigan Works Workshare Program).

Wages & Benefits:

- Eligibility for benefits are defined in the benefits article.
- Part-time employee wages are defined in the Pay Systems Article.

Monitoring & Evaluation:

The effectiveness of the Part-time employee MOU will be reviewed monthly at the “5th Step” and the “Labor-Management Relationship Committee” Meetings.

MOU 19
INDUSTRIAL TRUCK REPAIR

Due to the current economic climate and an effort to retain jobs on site, Union and Management have reached an agreement to return the maintenance and repair work associated with the mobile equipment at Nexteer's Saginaw Site to hourly bargaining unit employees. The Parties further agree the returned bargaining unit work will fall under a newly designated classification of TR2J (Industrial Truck Repair). TR2J's will constitute a singular, non-interchangeable seniority group working throughout the site. Industrial Truck Repair (TR2J's) will receive the same Skilled Trades wage rate of those Skilled Trades Classifications currently enumerated within Article XIV (14) Section 2 of the Nexteer Automotive and Local 699 Collective Bargaining Agreement.

The initial filling of this position will be done by application and interview process from within the Machine Repair classification. If less than enough people apply, the lowest seniority Machine Repair will be transferred through reduction of work force (RIF) language. Before the Company invokes RIF, which is a last resort, both parties will sit down and discuss all other options before forcing people into the classification. Thereafter, all other vacancies will be filled by application from within the MR classification by seniority. Employees assigned to this position will work within the Apprenticeship Committee Guidelines under the JIT (Journey person in Training) program.

The interview process will be administered by the Apprenticeship Committee and in accordance with the UAW Standards & Nexteer Standards of Apprenticeship, Qualifications & Selection Procedure.

MOU 20 ALTERNATIVE WORK SCHEDULE

INTRODUCTION

This Understanding is intended to improve the operational efficiency across the site, while maintaining the competitive cost structure necessary for preserving jobs at the Saginaw Site.

The implementation of this work schedule may result in multiple work schedules in effect concurrently at the same facility, e.g., 4 day/10-hour schedule, 5 day/8-hour schedule, or a 3 day/12-hour schedule.

Assignments for employees located at the Saginaw Site will be dependent on the current needs of the business and could include but are not limited to the following:

- Skilled Trades
- Production Workers

Before implementing an AWS schedule the HRBP, and Plant Manager will meet with the Shop Committeeperson of the respective plant to share and discuss the business case justifying the need for the AWS.

All AWS schedules will be operated consistent with the provisions set out in this Collective Agreement and MOU. It is not the spirit or intent to disadvantage employees on the same or opposite shifts nor is it the intent to circumvent other employee's rights. It is however the spirit and intent to provide scheduling options that allow the company and union to collaboratively operate the business in a way that optimizes all available resources and secures Saginaw's future through this MOU.

Management will give the employees a two (2) week notice prior to implementation

Employees that are assigned to an Alternative Work Schedule working their normal straight time schedule may be utilized throughout the plant to support the efficiency of operations.

POSSIBLE ALTERNATIVE WORK SCHEDULES

Optional Schedules with Mandatory Days Included

- Option 1: Rotate between week 1 and week 2
Week 1: Four (4) ten (10) hour days commencing on Monday (Mandatory Friday)
- Week 2: Four (4) ten (10) hour days commencing on Tuesday (Mandatory Monday)
- Option 2: Week 1: Four (4) ten (10) hour days commencing on Monday (Mandatory Friday)
- Option 3: Week 2: Four (4) ten (10) hour days commencing on Tuesday (Mandatory Monday)
- Option 4: Week 1: Four (4) ten (10) hour days commencing on Monday (Mandatory Friday); with three (3) twelve (12) hour days commencing on Friday (Mandatory Monday)
- Option 5: Week 1: Four (4) twelve (12) hour days commencing on Monday; with three (3) twelve (12) hour days commencing on Friday. Teams will be on a rotation schedule
- Option 6: Rotate between week 1 and week 2
Week 1: Four (4) ten (10) hour days commencing on Monday (Mandatory Friday); with three (3) twelve (12) hour days commencing on Friday (Mandatory Monday)
- Week 2: Four (4) ten (10) hour days commencing on Tuesday (Mandatory Monday) with (3) twelve (12) hour days commencing on Saturday (Mandatory Friday)
- Option 7: Week 1: Four (4) ten (10) hour days commencing on Tuesday (Mandatory Monday); with (3) twelve (12) hour days commencing on Saturday (Mandatory Friday)
- Option 8: Week 1: Five (5) eight (8) hour days commencing on Monday (Mandatory Saturday); with three (3) twelve (12) hour days commencing on Friday (Mandatory Monday)

Exclusively 4 day – 10-hour crews

Option 1 (Staggered) – Rotate between Week 1 and week 2

Day	M	T	W	TH	F	S	SU
Week 1	10	10	10	10	X	X	X
Week	x	10	10	10	10	X	X

Option 2 (M-TH)

Day	M	T	W	TH	F	S	SU
Week 1	10	10	10	10	X	X	X

Option 3 (T-F)

Day	M	T	W	TH	F	S	SU
Week 1	X	10	10	10	10	X	X

4 DAY – 10 hour & 3 day – 12 hours Combined

Option 4 (Standard)

Day	M	T	W	TH	F	S	SU
Week 1	10	10	10	10	12	12	12

Option 5 (Rotation)

Day	M	T	W	TH	F	S	SU
Week 1	12	12	X	X	X	12	12
Week 1	X	X	12	12	12	X	X

Option 6 (Staggered) - Rotate between Week 1 and Week 2

Day	M	T	W	TH	F	S	SU
Week 1	10	10	10	10	12	12	12
Week 2	12	10	10	10	10	12	12

Option 7 (T-F)

Day	M	T	W	TH	F	S	SU
Week 1	12	10	10	10	10	12	12

Combination Schedule 5-day 8-hour crews with 3-day 12 hour crews

Option 8

Day	M	T	W	TH	F	S	SU
Crew 1	8	8	8	8	8	X	X
Crew 2	X	X	X	X	12	12	12

Nexteer may choose to implement any or all of the above cited examples. Should production schedules deem that none of the aforementioned options satisfy the needs of the business, the company is committed to holding discussions with the Union to collaboratively explore a suitable remedy that meets the business needs.

Overtime for alternative work schedules

Overtime will be paid after 40 hours worked within each alternative schedule; however, employees that are assigned exclusively to a three (3) twelve (12) hour days alternative work schedule will be paid overtime after thirty-six (36) hours worked and the 4 additional hours applied, forty (40) hours total. Sunday will be considered double time for those employees assigned to 4 day/10-hour day alternative work schedule once they have worked 40 hours in single week. Example: An employee must work their scheduled Friday (12 hrs.), Saturday (12 hrs.), Sunday (12 hrs.) or utilize PTO entitlements for hours not worked under said schedule to be eligible for the 4 hr. pay incentive.

For those employees who are assigned exclusively to the 3 day/ 12-hour day alternative work schedule will be paid double time on Sunday after thirty-six (36) hours worked and the 4 additional hours applied, forty (40) hours total in a single week. Example: An employee must work their scheduled Friday (12 hrs.), Saturday (12 hrs.), Sunday (12 hrs.) or utilize PTO entitlements for hours not worked under said schedule to be eligible for the 4 hr. pay incentive.

Note: Any available PTO entitlements used are subject to the provisions as outlined under the Vacation Article (16) and the Attendance Article (24) per the CBA.

MANDATORY OVERTIME

The parties agree that circumstances may arise where it may be necessary to exceed a daily eight (8) or ten (10) hour workday (depending on work schedule) or a weekly forty-hour work schedule. The parties recognize that in implementing the AWS, provisions must be made to ensure that corporate production requirements are met while at the same time preserving the rights of employees to decline overtime. The provisions agreed to in the "Overtime Administration Guidelines" as they reference "Required Overtime" shall apply. Special effort should be made to provide the Departmental teams with an opportunity to provide input in establishing the method for covering mandatory overtime requirements and the development of an approved volunteer substitution list.

DAILY OVERTIME

Traditional Schedule (5 day/8 hours per day)

Hours in excess of nine (9) hours worked per shift shall be voluntary except as otherwise provided in this Memorandum of Understanding.

Saturday overtime shall be required under the mandatory overtime provisions in accordance to Article 11.

Alternative Schedule (4 day/10 hours per day)

Hours in excess of eleven (11) hours worked per shift shall be voluntary except as otherwise provided in this Memorandum of Understanding. Monday or Friday overtime shall be required under the mandatory overtime provisions in accordance to Article 11.

Alternative Schedule (4 day/12 hours per day) or (3 day/12 hours per day)

Hours in excess of (12) hours worked per shift shall be voluntary. Monday or Friday overtime shall be required under the mandatory overtime provisions.

MONDAY AND FRIDAY OVERTIME

Monday and Friday Overtime – Employees may be required to work Mondays or Fridays depending on Option, Shift, and Week Schedule listed above under Optional Schedules with mandatory overtime days included. However, except as otherwise provided in this Memorandum of Understanding, an employee who has worked two or more consecutive Mondays or Fridays for their Option, Shift, and Week Schedule may decline to work the following (third) Monday or Friday provided that s/ he shall have notified Management in accordance with Article 11. For the purposes of this Paragraph, Monday/Friday work shall not include hours worked on Monday/Friday by employees regularly scheduled to work Monday/Friday or any portion thereof as a normal scheduled work day.

For employees scheduled in Option 1 and Option 5 above, the mandatory overtime day will shift between Mondays and Fridays. For those purposes, those employees that have worked two consecutive mandatory overtime days (Monday or Friday), may decline to work the following (third) Monday or Friday provided that s/he shall have notified Management in accordance with Article 11. For the purposes of this Paragraph, Monday or Friday work shall not include hours worked on Monday or Friday by employees regularly scheduled to work Monday or Friday or any portion thereof as a normal scheduled workday.

SHIFT PREMIUM

The parties agree that night shift premium will be paid on night shift earnings, including overtime premium pay, for time worked on shifts scheduled to start in accordance with the following chart.

Shift Start Time	Shift	Premium
On or after 6:00 A.M. and before 8:00 A.M.	A-Shift	None
On or after 2:00 P.M. and on or before 6:00 P.M.	B-Shift	2.5%
On or after 8:00 P.M. and on or before 12:00 A.M	C-Shift	5%

Once an employee's regularly scheduled start time assigns them to, A-Shift, B-Shift, or C-Shift they will receive the designated premium for any hours worked prior to or after their shift. Employees assigned to the B-Shift on the weekend crews will receive C-Shift premium. This shift designation and the assigned premium will remain in effect for company paid training, travel and event purposes.

Alternative work schedules will be assigned to A shift, B shift, or C shift depending on shift start times for the purposes of shift premium according to the chart above.

STRAIGHT TIME FOR 3DAY/12 HOUR SHIFT

For an employee(s) that are scheduled a three (3) day, twelve (12) hour per day shift will be paid forty (40) hours of pay for thirty-six (36) hours worked on their specific AWS schedule.

For an employee(s) that are scheduled to work the 36 hr./48 hr. rotational schedule or any other rotational schedule, they will not be compensated the (4) hrs. of additional pay.

Vacation Scheduling:

For the purpose of administering the Vacation Time Off Procedure of the Nexteer-UAW Local 699 Collective Bargaining Agreement for employees on Alternative Work Schedule, employee may use his/her Vacation Entitlement in accordance with the provisions of the Local Agreement with the understanding that employees will be credited as having used such allowances at the same rate as the amount of scheduled working hours that they do not work.

Bereavement:

Notwithstanding the provisions of this Memorandum, Bereavement pay pursuant to Article 9 of the Nexteer-UAW Local 699 Collective Bargaining Agreement will continue to be compensated on the basis of the amount of wages the employee otherwise would have earned during straight time hours. In situations where Bereavement Pay is appropriate and the employee is on an Alternative Work Schedule, the employee may take such compensable bereavement in accordance with Article 9.

Jury Duty and Military:

Jury Duty Pay and Short-Term Military Pay will be compensated on the basis of the amount of wages the employee would have otherwise earned during straight time hours subject to a maximum of their regularly assigned work hours.

ALTERNATIVE WORK SCHEDULES - HOLIDAY WEEKS

Holiday Weeks for 4 day/ 10-hour day

During any week in which any of the Holidays specified in the 2020 Nexteer-UAW Local 699 Collective Bargaining Agreement fall, Management may schedule the forty (40) hour work week based on the regular eight (8) hour per day work week schedule, Monday through Friday. In such event provisions of the “Working Hours” section from Article 11 of the Nexteer-UAW Local 699 Collective Bargaining Agreement shall apply.

Holiday Weeks for 4 day/ 12-hour day or 3 day/ 12-hour day

During any week in which any of the Holidays specified in 2020 Nexteer-UAW Local 699 Collective Bargaining Agreement fall, Management may schedule the thirty-six (36) hour work week in the days immediately adjacent to or in between the holiday but not on the holiday. Employees scheduled on a three (3) day/twelve (12) hour shift will still receive holiday pay. In such event provisions of the “Working Hours” section of from Article 11 of the Nexteer-UAW Local 699 Collective Bargaining Agreement shall apply.

TRAINING

Any week in which training is scheduled, Management may schedule

the forty (40) hour work week based on the regular eight (8) hour per day work week schedule, Monday through Friday. In such event the provisions of Article 11 “Working Hours” Nexteer-UAW Local 699 Collective Bargaining Agreement shall apply.

Relief Time:

For the purpose of administering the provisions of the Local Relief Agreement, it is understood that the amount of relief time will be proportionately adjusted in such a way that there shall be no increase/decrease in the amount of relief time provided comparatively to the regular five (5) day, eight (8) hour work schedule.

Miscellaneous Provisions:

The parties agree that perfect attendance and deferred holiday allocations/payouts (Five (5) days Eight (8) hour days will receive 8 hours etc.) will be administered in accordance to the employee’s schedule. Attendance points will be proportionately adjusted. For example, 6 hours or more will be three points for those assigned to the 3 day/12-hour schedule. Less than 6 hours late is 1 point.

It is further understood issues arising from the implementation of this Memorandum will initially be discussed at the Management/Shop Committee step of the grievance procedure. If such issues are not resolved, they shall be reduced to writing and presented at this step of the grievance procedure.

It is further understood the implementation of the Alternative Work Schedule provided for in this Memorandum of Understanding will not result in any increase in representation being furnished.

Management and the Local Union, agree to jointly audit AWS areas to see if the business case is being upheld.

Any deviation to this agreement must be approved by the UAW Local 699 Bargaining Chairperson. Furthermore, if either party, Nexteer Automotive or, UAW Local 699 choose to withdraw from this document they can do so by giving a 30-day notice.

The parties will mutually support any necessary application for variance to existing Federal and/or State Laws to ensure that this Memorandum maintains compliance with those laws.

MOU 21
METALLURGICAL LABORATORY TECHNICIAN

MEMORANDUM OF UNDERSTANDING entered into this 1st day of December 2015, revised on May 21, 2020, between Nexteer Automotive, Saginaw Site, hereinafter referred to as “Management” and Local 699 of the United Automobile, Aerospace, and Agricultural Implement Workers of America. hereinafter referred to as “the Union”.

Whereas Management has agreed to recognize the Union as the collective bargaining representative of all-full time and regular part-time employees in Metallurgical Laboratory Technician assignments employed by Nexteer Automotive at its facility located at 3900 Holland Road, Saginaw, Michigan, excluding guards and supervisors as defined by the Act.

Therefore, it is mutually understood and agreed that the following constitutes the local agreement applicable to the afore mentioned employees. All issues pertaining to Metallurgical Laboratory Technicians will be dealt with in an MOU in the Saginaw Site Production Agreement or referenced to the appropriate current agreement stipulations for other UAW represented employees as they apply.

SENIORITY AGREEMENT

<i>Plant/Department</i>	<i>Description</i>
Plt.99, Dept. 13-1	Metallography
Plt.99, Dept, 13-2	Rubber Lab
Plt.99, Dept. 13-3	Plastics Lab
Plt.99, Dept. 13-4	Chemistry Lab
Plt.99, Dept. 13-5	Sample Preparation
Plt.99, Dept. 13-6	Salt Spray
Plt.3, Dept. 13-1	Metallurgy
Plt.4, Dept. 13-1	Metallurgy
Plt.5, Dept. 13-1	Metallurgy
Plt.6, Dept. 13-1	Metallurgy
Plt.7, Dept. 13-1	Metallurgy

It is hereby understood that a Metallurgical Laboratory Technician’s service date, shall be by date of entry or plant seniority as follows: All Employees hired as qualified Metallurgical Laboratory Technicians shall have a seniority date the date of their entry into the Metallurgical Laboratory Technicians classification for a period of one (1) year. After one (1) year, they shall have a seniority date the date of their Nexteer

corporate seniority hire date. All Metallurgical Laboratory Technicians with one (1) year or greater seniority under this classification will be given their Nexteer corporate seniority hire date immediately.

Metallurgical Laboratory Technicians will be laid off and recalled independently from all other classification in the bargaining unit.

TEMPORARY LAYOFFS

A. Scheduled layoffs will be handled as follows:

1. When less than a full complement of Metallurgical Laboratory Technicians in a seniority group is required during such period, Metallurgical Laboratory Technicians who have not acquired one (1) year seniority within the Metallurgical Laboratory Department will be the first to be laid off. They will be laid off in seniority order by Metallurgical Laboratory department: Central Met Labs, 3,4,5,6, and 7.
2. In the event more Metallurgical Laboratory Technicians apply to work in accordance with Paragraph B below than there are jobs available, the oldest Nexteer corporate seniority date within each department who have applied will be retained.
3. In the event fewer Metallurgical Laboratory Technicians apply than are needed, those Metallurgical Laboratory Technicians who apply will be retained at work and in addition as may be necessary, employees; with more than one (1) year Metallurgical Laboratory Technicians seniority will then be retained within each department in inverse seniority order.
4. In the event an unanticipated requirement arises during the layoff period, Metallurgical Laboratory Technicians working in the plant may perform such work. However, in the event laid-off employees are needed back at work before the scheduled end of the layoff period, employees will be recalled from among the applicants on layoff from the department in Seniority order, or if there are none, from among the employees laid-off in inverse seniority order from the department within the group.

- B. The applications indicating a desire to work, as used in this temporary layoff section, will be accepted via the kiosk or self-service app and will be valid until the employee cancels their application. An employee's application must be to work in the employee's department. An employee becomes eligible to make application upon attaining seniority. Eligible employees may make application or may cancel, an existing application at any time subsequent to the application period, via the in-plant kiosk or self-service app, with the understanding that such cancellation or applications will not become valid until one (1) week after they are submitted. During temporary layoffs covered under Paragraph A, applications will be considered within the seniority group by department across shift lines.
1. If employee desires to return to work while on an inverse layoff, that employee must file an application to work, under B above, and the employee will be returned to the appropriate seniority group, by plant and department, in accordance with A (1), (2), (3) when an opening occurs.

PERMANENT LAYOFF, REDUCTION IN FORCE, AND REHIRE PROCEDURE

When it becomes necessary to reduce the working force, the following procedure will apply:

A. Layoff Procedure

1. When it becomes necessary to reduce the workforce, Metallurgical Laboratory Technicians will be moved out of their departments (99-13-1, 99-13-2, 99-13-3, 99-13-4, 99-13-5, 99-13-6, -3-13-1, 4-13-1, 5-13-1, 6-13-1, and 7-13-1) in line with their Nexkeer seniority date provided the remaining employees are capable of doing the work.
2. Metallurgical Laboratory Technicians laid-off from their departments will then have their Nexkeer seniority date checked on a Plant-wide and then Site-wide basis. If seniority Metallurgical Laboratory Technicians laid-off from one Metallurgical lab department have more seniority than Technicians in another Metallurgical lab department, the longest seniority Technicians laid-off will replace the lowest seniority Technicians working,

provided they are capable of doing the work. Such placement will be made within a period of five (5) working days.

3. Metallurgical Laboratory Technician employees laid-off from their classification will be placed on production classifications in accordance with the local agreement or will be given the option to waive their rights to such job assignment. Such option must be submitted via the self-service app or kiosk available at the plant. It is understood that any Metallurgical Laboratory Technicians who elect to waive their right to a production job in line with their seniority will not be re-employed until work is available in the Metallurgical Laboratory Technician classification in which the employee was employed at the time the employee exercised the option. At such time as work is available in that classification, the employee will be recalled in line with the employee's seniority date. However, after six (6) months the employee may revoke the employee's waiver and will be rehired in line with the employee's site-wide seniority date, to fill a job opening created by the need for more employees at the site, provided the employee is capable of doing the work. In the event job openings occur at the Site that require additional production employees, Metallurgical Laboratory Technicians who are on permanent layoff may be recalled without regard to their waiver status to fill open production jobs.

B. Recall from Layoff

1. Metallurgical Laboratory Technicians who have been laid-off under this Agreement will be rehired in line with their site-wide seniority to fill job openings created by the need for more Metallurgical Laboratory Technicians at the site provided they are capable of doing the work.

SHIFT PREFERENCE

It is agreed that the following provisions shall not conflict in any way the principle that this agreement pertaining to shift preference must have sufficient flexibility to give full protection to efficiency of operations under all circumstances and conditions, Further, the parties agree that

the intent of the Local Shift Preference Agreement is a person-for-person trade.

- A. Once each four (4) months, except as otherwise provided herein, (plant met lab) seniority employees may make application for transfer to another shift in the same shift preference group in which they are working at in the same classification. The shift preference groups referred to above are as follows:

SHIFT PREFERENCE GROUP

<i>Plant/Department</i>	<i>Description</i>
Plt.99, Dept. 13-1	Metallography
Plt.99, Dept, 13-2	Rubber Lab
Plt.99, Dept. 13-3	Plastics Lab
Plt.99, Dept. 13-4	Chemistry Lab
Plt.99, Dept. 13-5	Sample Preparation
<u>Plt.99, Dept. 13-6</u>	<u>Salt Spray</u>
Plt.3, Dept. 13-1	Metallurgy
Plt.4, Dept. 13-1	Metallurgy
Plt.5, Dept. 13-1	Metallurgy
Plt.6, Dept. 13-1	Metallurgy
Plt.7, Dept. 13-1	Metallurgy

1. The employee will be transferred to the shift for which the employee has made application, provided the employee has a seniority date greater than the person the employee seeks to replace within the same Shift Preference group.
2. It is agreed that employees may be assigned to any shift for the purpose of being trained for a job.
3. It is not Management’s intent to apply this provision in such a manner as to prevent eligible shift preference applicants from exercising their shift preference.
4. When a temporary assignment to another shift of an employee is required, Management will follow the provisions under the 28 day “tag” language per CBA.
5. Changes in shift at an employee’s request for a limited time will be permitted in emergencies, or for special occasions, when it is agreeable to the employees involved and the team.

OVERTIME

Equalization of Hours

In line with the administration of this Agreement, the following will apply:

- Overtime will be equalized as far as practicable between ME22 employees in the same plant, department, and shift.
- It is understood that the above provisions will not form the basis for any liability on the part of management.

FILLING ME22 JOB OPENINGS

Valid Applications to fill job openings will be considered in the following order:

1. The Metallurgical Laboratory Technician applicant with the highest corporate seniority service date within the same plant who have applied.
2. The Metallurgical Laboratory Technician applicant with the highest corporate seniority service date from another plant at the Saginaw site.
3. A qualified hourly employee with a valid application in for the Metallurgical Laboratory.
4. A non-Metallurgical Laboratory candidate.

SELECTION CRITERIA

The records of employees who make application to openings in any Metallurgical Laboratory Technician Departments will be reviewed prior to application. Employees who currently have more than 5 attendance points may be rejected. Employees with more than two (2) “2” codes or one (1) “U” code or one (1) “8” code or one (1) “3” code may be rejected. Employees with any written infractions may be rejected.

Employees who meet the above listed attendance and infraction criteria who are also found to be the highest qualifying candidates based on the necessary skills found below will have first consideration for the opening into the Metallurgical Laboratory.

Required Skills as follows:

- High school diploma or recognized equivalent
- Advanced education in technical area, math calculations, chemistry, physics, and Metallurgical skills.

- Familiarization with operating instrumentation/test equipment for metallurgical/chemical laboratory analysis using ability to run computer controllers
- Basic computer skills
- High level motivation and initiative
- Ability to work well with others
- Good written and oral skills
- Analytical ability
- Positive, professional attitude — customer focused
- References

Desired Skills are as follows:

- Bachelor's degree in technical area.
- Materials or metallurgy experience or courses.
- Ability to assist in the development of new test and/or procedures based on understanding of customer requirements and material behavior.
- Able to draw conclusions from test results and take appropriate action.

REMOVAL CRITERIA

Employees may be removed from the Metallurgical Laboratory Technician departments if employees are unable to attain proficiency within 90 days from entry into the department, based upon Management evaluation. Employees removed within 90 days from entry will be returned to the plant, department, and classification in which the employee was working in immediately before entering a Metallurgical Laboratory Technician department.

All records will be turned into the Training Department and Management will evaluate each probationary employee at least once every thirty (30) days. This will be done for either satisfactory or unsatisfactory progress discussions. When Management contemplates the need to remove an employee from the above classification wherever possible, they will notify the Shop Committeeperson thirty (30) days prior, but in any event far enough in advance to discuss the evaluation of said employee before any action to remove the employee is taken. Additionally, Management will provide the Shop Committeeperson with the employee training matrix.

PROFICIENCY

An Employee Training Matrix with jointly developed criteria, which identifies all of the required job duties, will be established. This Training Matrix will be used to track the proficiency in job duties of each new employee entering the ME22 classification.

INTEGRITY OF AGREEMENT

The parties recognize the desirability of maintaining the integrity of this agreement. Therefore, it is understood that no agreement, understanding or interpretation will be entered into which will supersede, conflict or modify any provisions of this Agreement. Deviations from the above provisions can be made by mutual agreement between the Shop Committee and Human Resources.

CANCELLATION AND/OR MODIFICATION

If either party desires to cancel, modify or change this Agreement, it shall give notice in writing of the proposed cancellation, change or modification at least sixty (60) days prior to the date when it proposed that such cancellation, change, or modification becomes effective. The other party, within ten (10) days after receipt of said notice, shall either accept or reject the proposal or request a conference to negotiate the proposal.

MOU 22
LABOR-MANAGEMENT RELATIONSHIP COMMITTEE

The parties agree that it is in their mutual interests to pursue effective proactive joint programs and strategies. The Labor-Management Relationship Committee shall encompass a philosophy that emphasizes joint relationships built on mutual trust, collaboration, and respect. As Union and Management relations continue to improve, emphasis will be placed on maximizing and leveraging the effectiveness of various joint programs and strategies. The parties recognize that success in these endeavors will be at the benefit of all the parties:

1. The UAW through a strong and viable membership;
2. The team members through job satisfaction and job security; and
3. The Corporation by continuing to improve its competitiveness in pursuit of being the Premier, Global Leader in Intuitive Motion Control Systems.

During the negotiations the parties discussed and agreed that the core agenda items will include but are not limited to the 4 mutually dependent categories below, and such topics shall form the basis for future agendas.

- Health and Safety
- Equal Application and Civil Rights
- Training, Education and Engagement
- Nexteer Production System (NPS) & Operational Effectiveness

Additionally, the Labor-Management Relationship Committee may discuss matters of mutual concern arising from the administration of the Collective Agreement which will improve communications between the parties. Notwithstanding the parties' desire to improve communication, it is agreed and understood that these matters will not be brought before the Labor-Management Relationship Committee unless they have been fully discussed and vetted with other teams responsible for such matters. It is the spirit and intent of the Labor-Management Relationship Committee to support and augment sitting teams at lower levels in the organization rather than short circuit them.

The Labor-Management Relationship Committee shall be comprised of the Human Resources Director or designee, General Manager's from each Business Unit, Shop Chairperson, Local 699 President and UAW International Servicing Representative. With advance notice, either party may bring in expertise from inside or outside the organization for educational purposes.

The Committee shall meet monthly, and time spent by employees in Committee meetings shall be considered time worked and will be compensated in accordance with the terms of the Collective Bargaining Agreement.

Minutes of the Committee meetings will be kept and distributed to all participants.

The following committees: 1) Key 4 (Four); 2) Local Joint Activities Committee (LJAC) and Site Quality Council Meeting are consolidated into the new Labor-Management Relationship Committee.

MOU 23
HEALTH CARE CLINIC

INTRODUCTIONS:

During these contract negotiations, many important topics were deliberated and discussed however, no other topic had as much attention, detail, and analysis placed upon it as the topic of healthcare. The dynamic discussions held during the collective bargaining process, lead to a collaborative effort between the Parties and the exploration of a creative and functional method to reach and satisfy both the needs of the workforce and the needs of the business alike.

To this end, the Company and Union have agreed to establish an on-site Health Care facility and Dispensary to best serve the healthcare needs of the workforce at the Saginaw Site. This decision was a result of both parties' working diligently together to provide an avenue for employees to continue enjoying premium health and medical benefits, while effectively mitigating fiscal impacts the company previously endured in providing employees with these benefits.

DEFINITIONS:

As used in this Agreement, the following terms shall have the meanings set forth below:

Business Case: The operation(s) and cost-effectiveness of opening and maintaining the clinic, securing and maintaining adequate insurance coverages and obtaining and maintaining necessary licensing and regulatory approvals.

Dispensary: A location where medicine, prescriptions, or medical treatment is provided.

INVESTMENT:

The implementation of a Health Care Clinic requires a substantial investment of both time and resources. The Company's ability to economically substantiate implementing such an investment, along with maximizing the level of benefit employees enjoy from having an on-site Dispensary and Clinic, is directly related to and dependent upon the rate of employee participation through the use of the Clinic and Dispensary.

The Parties' ability to launch and sustain such a program will not be possible nor successful without employee participation utilizing this resource. In such an event the level of employee participation does not reach the level needed to ensure viability, the project will not remain cost efficient and may require termination of the Clinic as well as the Dispensary.

COMMITMENTS:

Nexteer, the UAW and the employees recognize that a venture of this magnitude requires a commitment from all stakeholders which takes on many different forms. We have highlighted those commitments below:

Nexteer commits:

1. A significant financial investment to build a modern Health Care facility.
2. Purchase medical equipment needed for diagnostics.
3. Securing a firm to manage the Health Care Clinic since it is a confidential and a HIPPA regulated service. This firm will hire Doctor(s) and Nurses and other medical and administrative resources.

UAW commits:

4. Partner with Nexteer to communicate to employees the vision, benefits and importance of the Health Care Clinic.
5. Promote and encourage utilization of the Health Care Clinic.
6. Encourage and participate in the utilization of the Health Care Clinic for primary care (PCP), urgent care services and participate in the utilization of the Dispensary for medication needs.
7. Encourage family members to take advantage of the Clinic Services for PCP and urgent care needs.

BENEFITS & CONDITIONS:

Further, to set the Health Care Clinic up for success the stakeholders listed above agree to the following benefits and conditions:

1. In exchange for using the Clinic NO CO-PAYS FOR PCP VISITS.

2. In exchange for using the Clinic Dispensary NO GENERIC PRESCRIPTION CO-PAYS
3. Employees will be asked to participate in a Clinic registration and orientation in 2021 after the Clinic opens. Those employees who sign up and commit to utilize the Clinic no later than the close of 2021 Open Enrollment period for the 2022 plan year, will receive \$250 HRA money in January 2022.
4. Employees who actively utilize the Clinic in the prior year will be granted \$250 HRA

OVERSIGHT COMMITTEE:

To ensure the UAW-Nexteer Partnership in the Clinic venture is cemented and to ensure the parties are laser focused on the Clinic goals and objectives an oversight committee will be established and will meet monthly to provide guidance on the effective implementation and management of the Clinic. The committee will have Nexteer and UAW Co-chairs who will lead the monthly meetings. The composition of the Oversight Committee and governance will be established in 2021 before the Clinic is opened.

The business case for the clinic will be periodically evaluated by the oversight committee throughout the life of this agreement. The performance of the clinic staff, the healthcare needs of the employees, the return on the company investment, will be some of the criteria use to evaluate the effectiveness of the Clinic. The company agrees to give advance notification to all employees if clinic participation is not enough to sustain the clinic. The Oversight Committee will be required to develop an action plan to promote the Clinic to increase participation.

RIGHT OF DISCONTINUATION:

The opening and continuation of the on-site Health Care Clinic is contingent on several factors, including but not limited to the business case that supports the Clinic.

If at any time, Nexteer does not open or determines that the business case can no longer be supported, the Company will close the Clinic as soon as feasible in accordance with the terms of the Commercial Agreement with the vendor. Additionally, the UAW and Company will meet and negotiate anything pertaining to closure of the clinic and the implications to the benefit plan.

MOU 24
DISTRICT COMMITTEE PERSON 9TH HOUR

During the 2020 negotiations the Parties had considerable discussion regarding District Representatives working the 9th hour each day Monday through Friday when fifty (50) or more employees within such District are required to work “Mandatory Overtime”.

The challenge the Parties debated is how to ensure that the additional hour is warranted on the day worked. The purpose of the MOU is to clarify how the 9th Hour will be monitored.

The Parties agree that the 9th Hour will be worked based on the honor system. The District Representative will be trusted to only work when the threshold of fifty (50) or more employees within such district are required to work “Mandatory Overtime”.

It is the District Representative’s responsibility to keep records of the fifty (50) plus employees that worked “Mandatory Overtime”. The Parties agree that no recourse will be afforded through the grievance procedure if a District Representative did not determine the need for OT on the 9th Hour and missed the opportunity.

The Parties also agree that there will be periodic spot checks to verify that the 9th Hour was justified. Any improper use of the 9th Hour will be discussed with the Chairperson of the Shop Committee and the Parties will decide on the appropriate method of resolution to re-balance discrepancies created in the event an improper application of the provision occurs.

MOU 25
SAVINGS DISTRIBUTION PROGRAM

During each year of this agreement, Nexteer will implement a program that will provide sharing of productivity and cost savings for all hourly employees covered under the Nexteer Automotive-UAW Local 699 Collective Bargaining Agreement.

The purpose of this plan is to jointly establish a basis for improved cooperation and teamwork between employees and management by providing a method for UAW represented employees to share in the savings which are generated from implementing business improvements. Engaging employees in the shared vision of improving productivity, costs, and profits will help our employees, our stakeholders and our community prosper.

In cultivating the Savings Distribution Program, the design features will include:

1. Advanced communications so employees know what the metrics are before the productivity sharing period begins.
2. A visual aid or scorecard so employees know where they stand relative to the metric.
3. Engage and entice all employees to “want to” participate.
4. Inspire long-term commitment.
5. Goals must be achievable based on reasonable improvement expectations.
6. Metrics and triggers will be clearly identified and easy to understand.
7. Simple design so individuals can easily calculate pay-outs.
8. Applied uniformly across the Saginaw site.
9. Clear line of sight so employees know how they can impact the metric.
10. Is self-sustaining because it is self-funded and pays for itself.

The Parties will establish the metrics and the details of the program will be communicated to all employees Following negotiations. Focus will be applied on removing the roadblocks our employees encounter daily, weekly, and monthly to facilitate consistency.

The Company commits to meet with the Union and discuss the effectiveness of the program each quarter at the Labor-Management Relationship Committee meeting. If there are any issues, problems or

modifications with the program they will also be addressed by the Labor-Management Relationship Committee and discussed in advance with the union before implementation.

Nexteer Automotive in consultation with UAW Local 699 reserves the right to amend or cancel the program. The Company commits to provide to the Union thirty (30) days advanced notification in such an event Nexteer Automotive decides to cancel the program. The Company further commits to negotiating alternative productivity program(s) within fourteen (14) days of providing notice to the Union of the Company's intent to cancel any such program.

MOU 26 FINANCIAL SECRETARY

The parties agree the union will have one (1) full-time representative designated by the union to serve as Financial Secretary/Treasurer. In such a case whereby, the member so designated to such office is a Nexteer employee said member will for the term of office continue to acquire seniority through and receive compensation from the company subject to provisions of the collective bargaining agreement between Nexteer Automotive and UAW Local 699. Nexteer thereafter will have the wages and bonuses paid to the financial secretary/treasurer reimbursed in full by UAW Local 699 throughout the term of office. The member upon the cessation of designated office will be returned to the bargaining unit in-line with seniority to the plant, job classification and department he/she holds providing it does not displace a higher seniority employee and is capable of performing the work. At the time of such return, the member does not possess sufficient seniority to be placed as indicated above or the job classification and department no longer exist, the transfer of employees during periods of reduction provisions shall apply.

The Nexteer employee so designated by the Union to serve as financial secretary/treasurer will for the term of such office have the following provisions apply:

- The Union will submit to the company repayment for all hours and bonuses paid to the Financial Secretary/Treasurer. Such repayment of wages will take place monthly and shall include the applicable taxes.
- The member will be eligible to participate in the employer-based 401K/PSP plans(s) and continue to receive employer contributions into such plan(s) for term of office.
- Member will be eligible for and upon meeting the designated criterium will receive employer incentive programs (gain sharing/profit sharing etc.).
- Member serving as Financial Secretary/Treasurer will be retained as an active employee by Nexteer Automotive regardless of seniority in the event of department reductions, shift preference and layoff for term of designated office.
- Member will be assigned to the A-shift (1st shift) for duration of designated office.
- The financial secretary/treasurer will for the purposes of vacation entitlement accruals, computation of hours worked, and accumulation of seniority be coded as Union business/Z-

code (or its equivalent) for duration of office with respects given for necessary and/or required coding variances to appropriately reflect holiday credits, personal leaves, medical/sick leaves, etc.

- Issues which may arise through the life of this agreement regarding provisions that are not enumerated herein and/or necessary augmentations to these provisions or applications thereof required to maintain compliance with Federal and/or State laws will be addressed by the Bargaining Chairperson (or his/her designee) and the Human Resource Director on a case-by-case basis subject to applicable laws and in conformity with the guidelines and provisions of the Local Collective Bargaining Agreement, UAW Constitution and Local 699 by-laws.

MOU 27 VICE PRESIDENT

The parties agree the union will have one representative designated by the union to serve as 1st Vice President. The member so designated to such office, will for the term of office, continue to acquire seniority through and receive compensation from the company subject to provisions of the collective bargaining agreement between Nexteer Automotive and UAW Local 699. Nexteer thereafter will have the wages and bonuses paid to the Vice President reimbursed in full by UAW Local 699, for hours paid to the Vice President in conjunction with this agreement throughout the term of office. The member upon the cessation of designated office or designated release duration, will be returned to the bargaining unit in-line with seniority to the plant, job classification and department he/she holds providing it does not displace a higher seniority employee and is capable of performing the work. At the time of such return, the member does not possess sufficient seniority to be placed as indicated above or the job classification and department no longer exist, the transfer of employees during periods of reduction provisions shall apply.

The employee so designated by the Union to serve as Vice President will for the term of such office (or duration of release whichever is applicable) have the following provisions apply:

- The Union will submit to the company repayment for all hours and bonuses paid to the Vice President in conjunction with this agreement. Such compensation repayment will take place monthly and shall include the applicable taxes.
- The member will be eligible to participate in the employer-based 401K/PSP plans(s) and continue to receive employer contributions into such plan(s) for term of office.
- Member will be eligible for and upon meeting the designated criterium will receive employer incentive programs (gain sharing/profit sharing etc.).
- Member serving as Vice President will be retained as an active employee by Nexteer Automotive regardless of seniority in the event of department reductions, shift preference and layoff for term of designated office.
- Member will be assigned to the A-shift (1st shift) for duration of designated office/ defined release period.
- The Vice President will for the purposes of vacation entitlement accruals, computation of hours worked, and accumulation of seniority be coded as Union business/Z-code (or its equivalent) for duration of office with respects given for necessary and/

or required coding variances to appropriately reflect holiday credits, personal leaves, medical/sick leaves, etc.

- Issues which may arise through the life of this agreement regarding provisions that are not enumerated herein and/or necessary augmentations to these provisions or applications thereof required to maintain compliance with Federal and/or State laws will be addressed by the Bargaining Chairperson (or his/her designee) and the Human Resource Director on a case-by-case basis subject to applicable laws and in conformity with the guidelines and provisions of the Local Collective Bargaining Agreement, UAW Constitution and Local 699 by-laws.

MOU 28
FLOATING HOLIDAY RESOLUTION

Nexteer Automotive and UAW Local 699 agree the intent of this MOU is to clarify the negotiated 2020 floating holidays and Martin Luther King, Jr. holiday for 2021 in the tentatively agreed to Article 15 (Holidays), of the 2020 Nexteer UAW Collective Bargaining Agreement.

Regarding the two floating holidays that were mutually agreed to, the Company will compensate employees on active headcount as of December 31, 2020 for the two floating holidays. The payment will be made after the tentative agreement has been ratified. *(Employees who were not on active headcount as of December 31, 2020 due to Sick/Disability Leave, will receive payment upon return to active employment).*

Regarding the January 18, 2021 negotiated holiday for Martin Luther King, Jr. that was tentatively agreed to, which will not be observed due to the contract not being ratified, the Company agrees to add a second floating holiday to be used in 2021.

Employees shall be paid for the specified holidays with all the same contractual language and obligations as outlined in the CBA, ex. Attendance, Holiday and Pay Systems.

