

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN**

**ALLIANCE INTERIORS LLC**



Alliance  
Interiors

**AND**

**THE INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL  
IMPLEMENT WORKERS OF AMERICA  
AND ITS AMALGAMATED LOCAL 724, UAW**



**NOVEMBER 1, 2019 – OCTOBER 31, 2023**

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### **PREAMBLE**

This Agreement is between ALLIANCE INTERIORS, LLC (the “Company” or “Employer”), and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA AND ITS AMALGAMATED LOCAL 724, UAW, hereinafter collectively designated as the “Union”. This Agreement shall be effective November 1, 2019 through October 31, 2023.

## 2019-2023 COLLECTIVE BARGAINING AGREEMENT

### ARTICLE 1 PURPOSE

The purpose of this Agreement is to state the relationship that will exist between the two parties; to establish the wages, hours and working conditions at Alliance Interiors, Lansing, Michigan. The parties agree to provide for prompt and fair disposition of differences which may arise between the parties; all with the intent or promoting a spirit of cooperation and industrial peace between the parties during the term of this Agreement. The objective of the Company and the Union is to operate a cost effective production plant, which provides outstanding service to our customers through high quality product, just in time delivery and responsiveness to their needs. It is recognized by both parties that in order to remain competitive, continuous improvement must be present in all areas of the business. The Company and the Union agree to develop and implement continuous improvement and support such activities. Training is an integral part of continuous improvement. Positive training encourages promoting a participative environment that supports teamwork, flexibility, customer satisfaction and continuous improvement.

## **2019-2023 COLLECTIVE BARGAINING AGREEMENT**

### **ARTICLE 2** **JOINT MISSION STATEMENT**

All of us, the Company, Union and employees share a common purpose to exceed our customers' expectations. Without customers all of our efforts are of no value. Customer service and satisfaction must be our highest priority.

Alliance Interiors, located in Lansing, Michigan must maintain its reputation of high quality standards at a competitive price. The keys to the continued growth of our company are important to all of us. Our future stability and security are directly tied to the efforts of all of our employees to work efficiently, to treat each other fairly and equitably; and provide a profitable return to our investors and stakeholders commensurate with industry standards.

Our commitment to excellence requires the active involvement of all our employees driving continual improvement in an atmosphere which emphasizes safety, respect for the environment, employee and organizational growth and development, sensitivity to individual needs and values and our responsibility as a member of the Lansing community by being a leader in diversity employment and training.



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### **ARTICLE 3** **RECOGNITION**

#### **Section A. Employees Covered**

The Company recognizes the Union as the exclusive bargaining agent for all full-time production and maintenance employees employed at its facility located at 4521 Mount Hope Highway, Lansing, Michigan 48917, but excluding office and clerical employees, managers, guards, temporary employees, contract employees, professional employees and supervisors as defined by the Act.

Whenever the term “Bargaining Unit member” appears in this Agreement, it shall apply to the Bargaining Unit members of the Bargaining Unit employed by the Company covered by this Agreement as defined above. Whenever gender is used in this Agreement, it shall be deemed to include both male and female.

#### **Section B. Non-Discrimination**

It is the policy of the Company and the Union that they will not discriminate against anyone because of race, color, creed, sex, age, national origin, religious or political affiliation, handicapped status, or status as a veteran and/or Union affiliation.

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## ARTICLE 4 UNION MEMBERSHIP/DUES DEDUCTION

### Section A. Union Membership

At all times, the following provisions respecting union membership shall remain in effect in the bargaining unit or units covered by this Agreement:

An employee who is a member of the UAW at the time this Agreement becomes effective shall continue to be eligible for membership in the UAW for the duration of this Agreement, subject to the terms as may be enforced by the UAW for acquisition and retention of membership.

All new employees and current employees who are not a member of the UAW at the time this Agreement becomes effective may become a member of the UAW at any time and remain a member of the UAW for the duration of this Agreement, subject to such terms as may be enforced by UAW for acquisition and retention of membership.

The union security provisions of Article 4 of the November 1, 2019, to October 31, 2023, Collective Bargaining Agreement shall be of no force and effect in any state to the extent that the making or enforcement of such provisions is contrary to state law. However, should any such state law be declared by the highest state or federal court to be invalid, or is repealed or modified by such state legislature to make union security (including any form thereof) lawful, the union security provisions of the previous agreement will again be in force and effect to the fullest extent permitted by law.

### Section B. Membership Dues Deduction

The Company agrees, during the life of this Agreement, to deduct Union membership dues and initiation fees levied by the International Union or the Local Union in accordance with the Constitution or By-Laws of the Union, from the pay of each employee who executes, or has executed, and delivered to the Company an authorization for such (check off) on forms supplied by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

**Section 1. Deduction Dates:** The Company agrees to deduct from the second paycheck of each calendar month of members of the Union, the regular monthly membership dues and initiation fees and to pay the amount so deducted to the Union. In the instance of a new employee, such deductions shall be made from the first effective pay of that employee following the completion of their ninetieth (90th) calendar day of employment provided the employee has elected to become a member of the union and signs an authorization form.

**Section 2. Remittance Dates:** All sums so deducted shall be remitted to the Secretary-Treasurer of Local Union 724 no later than one (1) week after such deductions are made.

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**Section 3. Records:** The Company will furnish the Secretary-Treasurer of the Union a monthly record of those from whom deductions have been made, together with the amount of such deductions. (Such lists shall also include employees Social Security number.)

**Section 4. Waiver:** The Union shall indemnify and save the Company harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken by the Company in making payroll deductions of Union membership dues or fees as herein provided.

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### **ARTICLE 5** **EMPLOYER RIGHTS**

#### **Section A. Management Rights**

The Employer has the sole and exclusive right to manage its operations, facilities and services in the most efficient, orderly and economic manner possible. The Employer retains all of the employer rights, powers, functions and authority which it possessed prior to the signing of this Agreement, except as such employer rights are clearly, expressly and specifically limited by the provisions of this Agreement. It is expressly recognized, merely by way of illustration and not by way of limitation, that the foregoing employer rights shall include, but shall not be limited to, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed; the control of property and the composition, assignment, direction and determination of the size, type and duties of its working forces; the right to be the sole determinant of new or improved methods or equipment to be utilized; the right to curtail or suspend all or any part of its operations temporarily or permanently; the right to establish quality and job performance standards and to evaluate employee job performance; the right to hire, to establish and change work schedules, to set hours of work, number of hours to be worked and to set starting and quitting times; to establish, eliminate or change classifications, provided the Union is given five (5) work days advance notice and an opportunity to provide input; and to assign, transfer or promote employees; and to discipline and discharge employees for just cause and to adopt, revise and enforce working rules; the right to subcontract work (1) where the existing employees do not have the skills necessary to perform the work; or (2) where at the Company's discretion it determines a potential subcontractor can more efficiently or more economically perform the work and where the Union has been offered the opportunity to match the potential subcontractor as provided in this Agreement such that such subcontracting does not interfere with normal day to day requirements and activities, and the right to determine staffing levels, and qualification of new employees or employees to be promoted.

#### **Section B. Non-Exclusive**

The listing of specific employer rights in this Agreement shall not be construed as a waiver of any employer rights not specifically designated.

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### ARTICLE 6 UNION REPRESENTATION/UNION NOTICES/OFFICE SPACE

#### **Section A. Bargaining Committee**

For the purpose of negotiations, contract administration and representation of grievances, there shall be a Bargaining Committee consisting of four (4) members (Committeepersons), one of whom shall be the Chairperson of the Bargaining Committee. The Chairperson of the Bargaining Committee shall work on the first shift. One (1) member shall be the first shift Committeeperson and one (1) member shall be the second shift Committeeperson when there are ten (10) or more members on the shift, and one (1) member shall be the third shift Committeeperson when there are ten (10) or more members on the shift. Each Committeeperson is entitled to have an alternate to handle their duties in their absence. The names of the Bargaining Committee and their alternates shall be certified, in writing, to the Company by the Union.

#### **Section B. Union Representative Leaving Job for Union Business**

The Union Representative shall continue to work at his/her assigned job, at all times except when he/she must leave his/her job to investigate or process a grievance or perform other legitimate Union business, provided that the Committeeperson or Chairperson has been granted permission from their supervisor. In carrying out the above activities, the Union Representative shall transact such business in a prompt manner. When it is necessary for a Union Representative to leave his/her assigned job as provided above, he/she first notify his/her supervisor, explaining the reason for the request. Such request will be granted in a reasonable period of time, yet no later than the end of the shift, keeping in mind that the need for production and customer requirements are very important to the success of the plant. The Company agrees not to unnecessarily delay such request.

#### **Section C. Access to Company Premises**

The Union's International Representative shall, upon request in advance to the Human Resources Manager, be admitted to the facility during an agreed upon time for the purposes of assisting in the adjustment of grievances or other legitimate Union business.

#### **Section D. Union Notices**

The Company will erect one (1) Union bulletin board in the break area which may be used by the Union for posting the following notices: (1) notices of Union rallies/recreational/social affairs or charitable events supported/sponsored by the UAW; (2) notices of Union elections; (3) notices of Union appointments and results of Union elections; and (4) notices of Union meetings. There shall be no posting by employees of pamphlets, advertising or political matter, notices of any other kind of literature upon Company property, other than as herein provided, nor any distribution of such material

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upon Company property during the hours when those distributing said literature or those receiving same are on Company working time.

### **Section E. Office Space**

Upon reasonable notice to the Company, the Company will provide a mutually satisfactory space in which the Union can conduct official union business in privacy. The Union may provide a filing cabinet with lock and the Company will provide the use of a desk and a telephone. The Union recognizes that the Company has a limited number of spaces or conference rooms and that it will not have exclusive use of any space, except when conducting official union business.

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### **ARTICLE 7** **UAW V-CAP CHECK-OFF AUTHORIZATION**

During the life of this Agreement, the Company agrees to deduct from the pay of any employees covered by this Agreement provided that such employee executes the 'Authorization for Assignment and Check-off of Contributions to UAW V-Cap" form.

A properly executed copy of the "Authorization for Assignment and Check-off of Contributions to UAW V-Cap" form for each employee for whom voluntary contributions to UAW V-Cap are to be deducted hereunder, shall be delivered to the Company before any such deductions are made, except as to employees whose authorizations have heretofore been delivered.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check-off of Contributions to UAW V-Cap" form, together with the provisions of this section of the Agreement.

Deductions shall be made, pursuant to the forms received by the Company, from the employee's first pay received each month so long as the employee's authorization has not been revoked and is still in effect.

The Company will remit said deductions to UAW V-Cap c/o UAW Region 1-D, 1940 West Atherton Road, Flint, MI 48507 each month. The Company further agrees to furnish UAW V-Cap with the names of those employees from whom deductions have been made, and the amounts deducted for each employee. This information shall be furnished along with each remittance.

The Union will notify the Company in a timely fashion if there are any changes to the V-CAP Check- Off Authorization process.

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**ARTICLE 8**  
**WAGES**

**Section A. Wage Progression**

New hires will be subject to a four (4) year grown-in period according to the following chart

Hire	At 1 Yr.	At 2 Yrs.	At 3 Yrs.	At 4 Yrs.
80%	85%	90%	95%	100%

**Section B. Lump sum payments**

All regular full-time employees who are members of the bargaining unit shall receive a one-time lump sum payment of \$1000 in the payroll week of December 9, 2019.

**Section C. Base Wage Rates**

Employees will receive base wage rates according to the following chart upon attainment of four (4) years of service.

	Dec. 1 2019	Jun.1 2020	Dec. 1 2020	Jun. 1 2021	Dec. 1 2021	Jun. 1 2022	Dec. 1 2023	Jun. 1 2023
Production/Seq.	17.45	17.65	17.85	18.05	18.25	18.45	18.65	18.85
Shipping/QA/Hi-lo	17.78	17.98	18.18	18.38	18.58	18.78	18.98	19.18
Maintenance B	21.62	21.82	22.02	22.22	22.42	22.62	22.82	23.02
Maintenance A	28.21	28.41	28.61	28.81	29.01	29.21	29.41	29.61
Controls B	26.15	26.35	26.55	26.75	26.95	27.15	27.35	27.55
Controls A	29.61	29.81	30.01	30.21	30.41	30.61	30.81	31.01
Controls w/Master	32.50	32.70	32.90	33.10	33.30	33.50	33.70	33.90

Note: Skilled trades classifications will be reviewed annually and may be adjusted by the company to match market rates

**Section D. Shift Premium**

Beginning the first Monday following the effective date of the Agreement, employees who work second shift will receive an additional thirty-five cents (\$.35) per hour over base rate while assigned to second shift, and employees who work third shift will receive an additional thirty cents (\$.30) per hour over base rate while assigned to third shift.



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### ARTICLE 9 TEAM LEADERS

The Company has the right to establish Team Leaders. If the Company uses Team Leaders, the Team Leader shall:

- a) Participate in the development and writing of standardized work as needed.
- b) Participate in the process of problem solving.
- c) Will assist in the coordination of manpower and make job assignments as needed.
- d) Coach, mentor, and teach as needed.
- e) Will be used for relief and fill in for manpower shortages as needed.
- f) Will maintain shift to shift communication.
- g) Will work with supervisors to follow up on issues and concerns that arise at team meetings.
- h) Assist in making sure safety procedures are being followed.
- i) Take the initiative to identify potential safety and environmental hazards and report the same to management.
- j) Will not be involved in issuing and disciplinary action.

The Company shall:

- a) Define the job duties and responsibilities;
- b) Notify Employees of the identity of any Team Leaders; and
- c) Define the role as it relates to supervisory Employees and hourly Employees.
- d) Pay Team Leaders \$1.00 per hour above the full production rate.

Team Lead Qualifications:

Minimum Requirements:

- Valid High School Diploma or GED.
- Must maintain valid driver's license and have a doctor's certification for vision.

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- Computer Training.
- Must be able to stand entire shift and to walk throughout the plant for the entire shift.
- Must be able to effectively communicate in the English language orally and written.
- Cannot have more than 4 attendance points when posting is taken down.
- Cannot have an active performance disciplinary write-up.
- Must be willing and able to work overtime.
- Must have advanced knowledge of process procedures.
- Must have a minimum of 2 years of progressive experience at Alliance Interiors within manufacturing with areas of expertise in the process of the specific department unless mutually agreed with the Union.

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### **ARTICLE 10** **PRODUCTION STANDARDS**

When the Company establishes production standards, by whatever industrially accepted method it may select, it shall be based on the reasonable capacities of normal experienced seniority employees working at a normal safe pace to produce quality work with due consideration to personal fatigue and delay.

The Company will make available to the Union upon request, the work study and supporting data of any operation in question. This information will be provided within two (2) weeks from the request and will be treated as confidential and will not be disclosed to any other party.

If there is a dispute regarding a newly established production standard the Union may raise the issue within thirty (30) days of the Company establishing the rate. The Company and the Shop Committee shall meet to discuss and attempt to resolve the matter. Upon request by the Union, the UAW International Engineers will be allowed to review the particular work area, and should this occur their results will be shared with the Company.

In the event any employee is disciplined for failing to meet the new production standard they may grieve the discipline based on the reasonableness of the production standard.

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### ARTICLE 11 ATTENDANCE

#### Section A. Attendance Standards

Because each employee is an essential member of our team and teamwork is important, we expect employees to be prompt and regular in attendance. Such attendance is essential to efficient operations at Alliance. Excessive absenteeism and tardiness is not only inconvenient, but also causes costly problems. The purpose of this policy is to institute a standardized program to monitor attendance and to enhance communication between our employees and the management team. The Company does realize some absences cannot be helped, and will be considered allowable. The following is a list of allowable occurrences and definitions:

1. A holiday recognized by the Company.
2. Vacation scheduled in advance in accordance with the Company's policy.
3. An approved leave of absence (bereavement, jury duty, military service, Short Term Disability, medical leave, family and medical leave, worker's compensation leave). As a matter of practice, advance notice of an absence and approval by management is required in order for the absence to be excused for part or all of the leave unless advance notice is not practicable based on the facts in each case. In those limited circumstances where advance notice is not possible, notice of the absence must be provided as soon as practicable.
4. If an employee provides three (3) Business days advanced notice of a doctor's appointment (that cannot be scheduled outside of scheduled work hours) and provides a doctor's excuse upon return to work and/or there existed extenuating circumstances, the employee will not receive any attendance points.

While it is recognized that an occasional illness or an extenuating personal reason may cause unavoidable absence from work or tardiness, regular, on-time attendance is required for continued employment. If it becomes necessary to discipline an employee due to attendance infractions, the attendance record will be considered as part of the disciplinary documentation.

If the absence is going to be longer than one day, the supervisor/manager should be given an expected date of return. The Company may require a doctor's note or other form of verification for an absence qualifying for an exemption from attendance disciplinary action. The Company may also require a doctor's note/medical release for employee returning to work after an illness of over three (3) working days.

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### Section B. Disciplinary Process for Absenteeism/Tardy/Leaving Early

Point system for attendance infractions:

1. Tardy (Late arrival) If an employee is arriving late he/she must report to the designated supervisor or if not available, the Team Leader before entering shop floor or for early departure. The Team Leader must advise the Supervisor of the late arrival at the earliest opportunity.  
  
Late punch in (thirty (30) minutes or less, from the beginning of the shift) 1/4 point  
  
Late arrival of 30 minutes or more, less than 1/2 of shift: 1/2 point  
  
Late arrival of 1/2 or more of shift: 1 point
2. Leave early: (worked at least 1/2 of scheduled shift – see section (F) below) 1/2 point  
  
Leave early: worked less than 1/2 of shift: 1 point
3. No punch in/out 1/2 point
4. Absent 1 point/day absent

- ▶ No more than one (1) attendance point given per day
- ▶ Verified consecutive absences of three (3) Business days or less shall be considered one occurrence. Every three (3) Business days is an occurrence even if consecutive.

Within a twelve (12) month rolling window (from 1<sup>st</sup> day of employment) for active full-time employees.

3 points added = Verbal Warning  
5 points added = Written Warning

7 points added = 2<sup>nd</sup> Written Warning  
8 points added = Termination

Points for attendance infractions are erased from the employees record twelve (12) months from date of infraction with the exception that employees on approved leaves of absence greater than thirty (30) calendar days, shall have their points frozen until they return to work at which time the time period to erase the absence or tardy will start where

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it left off at the time of commencement of the leave. For military service, active service member's points are frozen after 30 calendar days until return to work.

Any of the warnings or termination for attendance violations shall be given to said employee within seven (7) Business days of the infraction.

### **Section C. Perfect Attendance Bonus**

1. Employees who have perfect attendance for three (3) calendar months from the date of infraction will have the oldest one (1) point removed from their attendance record. When an employee reaches five (5) straight calendar months of perfect attendance, his/her next oldest full point will fall off his/her attendance record.

2. One Time Partial Amnesty

On the first day of the effective date of this Agreement (2019 – 2023 Agreement), each person then employed who has accumulated any active points on his/her attendance record will have the oldest one and a half (1 1/2) point removed from their record.

(b) Any employee with no (0) points on his or her attendance record on the effective date of this Agreement will receive four (4) bonus hours.

### **Section D. Reporting an Absence (calling in)**

CALL – IN TELEPHONE NUMBER: 517-322-0711, PRESS OPTION #3 TO LEAVE A MESSAGE
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The employee must notify his/her Supervisor or Human Resources prior to the start of their shift. This can be done by direct contact with his/her Supervisor. If your supervisor is unavailable, you may call Human Resources.

The employee must make the call unless sickness or disability prevents the individual from doing so.

The employee must inform his/her Supervisor of the amount of time the employee expects to be absent from work.

### **Section E. No Call/No Show**

The failure of an employee to report to work without giving proper notice that he/she will be absent or late, whereas late is classified as more than 10 minutes from scheduled start time. Three (3) consecutive scheduled days of No Call/No Show is a Voluntary Quit.

Employees who are unable to report to work on time because of circumstances beyond their control (including illness) are required to notify their Supervisor/manager at least thirty (30) minutes before the start of their shift. Employees who fail to call in each time they are absent/late will be subject to the following disciplinary procedure:

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1<sup>st</sup> Offense: Verbal Warning  
3<sup>rd</sup> Offense: Written Warning

2<sup>nd</sup> Offense: Written Warning  
4<sup>th</sup> Offense: Termination

Approved absences due to illnesses or injuries which qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA will be required in these instances. (See Leave of Absence policies section)

### **Section F. Early Departures**

Employees departing the plant prior to their normally scheduled shift must receive permission from their immediate supervisor in writing. Permission to leave the plant does not make the early departure exempt from attendance violations. If the supervisor grants written permission to the employee to depart early, dependent upon the circumstances, there will be no charge for the occurrence. If the employee does not receive permission to depart the plant early, and the employee leaves anyway, the employee will be given an attendance violation and it *may* be considered that the employee voluntarily terminated their employment with the Company.

### **Section G. Bonus Personal Time**

The Bonus Time Plan allows employees to earn unpaid personal time for use throughout the year. Employees earn bonus time at a rate of ½ (4 hour) day per calendar month in which no time is missed for employees assigned to eight (8) hour shifts, and ½ (5 hour) day per calendar month in which no time is missed for employees assigned to ten (10) hour shifts. Exceptions are holidays, vacation, bereavement, jury duty, bonus days, and cases where time is denied for lack of work. Earned bonus Time that is not used throughout the year will be carried over to the following calendar year as additional vacation time. Bonus time must be submitted and approved by the employee's supervisor no less than 24 hours prior to the start of his/her scheduled shift. Bonus time is for active service only. Points are frozen until Return to Work date. If leave of absence is past thirty (30) days, all time will be frozen.

Employees will not receive bonus time if they do not work all scheduled time or receive attendance point(s).

The plan year will be January 1 through December 31. Unused bonus time at the end of the calendar year will be converted to vacation hours.

Any bonus time earned may be used in two (2) hour increments.

Eight (8) hours of accrued bonus time, to be used in two (2) hour increments, may be used at the employee's discretion as per Article 11, Section E or 2 hours advanced notice if it is a request to leave early.

Discretionary time cannot be used on Holiday qualifying days.

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Any unused bonus time shall be transferred to vacation time at the end of the year. Employees who have anniversary dates of Jan – March will have the option of carrying the vacation until the next anniversary date at which time it will be paid out.

Employees who are in the military and are called up for duty on weekends or the required two weeks during the year will not have this count against them for bonus time or perfect attendance.



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### **ARTICLE 12** **EMPLOYMENT CLASSIFICATIONS**

#### **Section A. Classifications**

All employees will be assigned to the following employment classifications:

Regular Full – Time: A regular full – time employee is one who works in a position classified as full – time and regularly works at least forty (40) hours per week.

Probationary New employees hired shall be considered as probationary for the first ninety (90) calendar days from the date of hire.

#### **Section B. Employees Hired For Temporary Work**

**Section 1.** The Company will not hire ‘Temporary’ employees to supplement the UAW represented workforce without prior approval of the International Union, UAW. The Company will make written request to the Director of Region 1-D. The provisions of the Collective Bargaining Agreement that shall be applicable to such employees will be discussed and mutually agreed to in conjunction with the approval of the request. The length of time, and any extensions, such employees may be utilized will be by mutual agreement of the Parties.

**Section 2.** Exceptions to Section 1 would be the Company will be allowed to utilize up to ten (10) percent of the UAW represented workforce for cases of absenteeism and vacation replacement. Time worked by employees hired pursuant to Section 1 or Section 2 of this article will not be included in the computation for acquiring seniority.

a. Temporary employees will be hired at the new hire rate on the wage progression grid contained in Article 8.

b. Temporary employees will be eligible for holiday(s) after employed for six (6) months.

c. Temporary employees shall begin the wage progression grid of Article 8 after being employed six (6) months.

d. Temporary employees will earn one (1) week of vacation after one (1) year of employment and will be capped at this amount.

e. The attendance procedure contained within this Agreement shall be applicable to temporary employees after being employed for one (1) year.

**Section 3.** A report including the names of all temporary employees on roll will be given to the Bargaining Committee chairperson the first week of each month.

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### **ARTICLE 13** **MAINTENANCE TECHNICIAN CLASSIFICATION**

Except as modified in this Article, the terms of the Bargaining Agreement shall apply to the Maintenance Technician classification.

#### **Section A. Mandatory Training**

When the Company requires Maintenance employees to attend mandatory training classes provided by outside entities, the Company shall pay the tuition, registration or other fees required for taking the classes. Such required classes shall not be counted towards any tuition reimbursement program that might otherwise be available to Alliance Interiors' employees.

#### **Section B. New Equipment Training**

The parties agree that it is important to provide the Maintenance personnel adequate training on new equipment or processes that are added to the plant.

#### **Section C. Tool Purchase Program**

Maintenance employees are required to provide their own tools to perform their required tasks with the Company. To assist with their requirement, the Company agrees to establish a program to allow Maintenance employees to purchase tools necessary to perform their assigned duties.

The tools must be necessary for the job at Alliance Interiors and be approved for purchase by the Plant Manager or his designee.

The Company will reimburse Maintenance Employees up to \$100 per calendar year for such tools upon presentment of appropriate receipt(s).

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### **ARTICLE 14** **SENIORITY**

#### **Section A. Loss of Seniority**

An employee shall be terminated and lose seniority if:

1. The employee quits.
2. The employee is discharged for just cause.
3. The employee is absent for three (3) consecutive work days without notification or satisfactory reason as determined by the Company.
4. The employee fails to return to work from a layoff within three (3) days after the Company has notified the employee to return by certified mail with return receipt sent to the last address furnished to the Company by the employee.
5. The employee fails to return to work at the expiration of an approved leave of absence without notification and/or a reason satisfactory to the Company
6. The employee is laid off for a period of twenty-four (24) months, or a period equal to the seniority accumulated at the time of layoff, whichever is less.
7. The employee retires.
8. The employee is on a continuous leave of absence for a period of twelve (12) months, or a period equal to the seniority accumulated at the time of the continuous leave of absence, whichever is less.

#### **Section B. Seniority List**

The Company will provide the Union with access to a seniority list. This report will be updated on a monthly basis and posted on the bulletin board.

Any and all employees after being employed for thirty (30) calendar days following the ninety (90) calendar day period when they are employed at Alliance Interiors by a third party referral company will be considered full time Alliance Interiors Unit employees and shall accrue seniority time from the first day of hire by Alliance interiors. If Alliance ceases using a third party to obtain new employees, the above time period shall be ninety (90) calendar days. For skilled trades positions, seniority within the classification will be used for shift preference. Employees in a skilled trades classification on the effective date of this Agreement shall maintain their seniority date within their current classification.

#### **Section C. Special Seniority of the Bargaining Committee**

The members of the Bargaining Committee, excluding their alternates (except when alternates are replacing a Committeeperson who is on an approved leave) who have been designated by the membership to represent the employees shall head the seniority list on their shift during their terms of office for layoff and recall purposes only. The Chairperson of the Bargaining Committee shall head the seniority list for purposes of layoff and recall only.

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### **Section D. Probationary Employees**

Probationary employees shall not acquire seniority for the first ninety (90) calendar days of work. A probationary employee shall not be considered as a full-time regular employee for purposes of the Agreement for the first ninety (90) calendar days of work, and are not eligible for the benefits and provisions provided herein.

Benefits for probationary employees shall commence the ninety-first (<sup>91</sup>st) day following the successful completion of the ninety (90) calendar day probationary period.

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### **ARTICLE 15** **HOURS/WORKWEEK/OVERTIME**

#### **Section A. Ten Hour Shifts**

Employer may establish shifts of four (4) days, ten (10) hours per day. Benefits will match hours of assigned shift. If employee is assigned to ten (10) hour shifts, bonus hours will be at the rate of five (5) hours per month.

#### **Section B. Overtime**

Hours worked in excess of forty (40) hours worked in a workweek, or work on a sixth (6<sup>th</sup>) scheduled day if the employee has worked forty (40) hours the other five scheduled days, or has paid absences, shall be paid at one and one half times their normal hourly rate. Work on the seventh (7<sup>th</sup>) scheduled day shall be paid at two times their normal hourly rate provided that the employee has worked the other six scheduled days or has paid absences, and the employee has worked the entire scheduled shift on his/her sixth day. Paid absences for purposes of this section are paid-Vacation, Bereavement, Jury Duty, Holiday and Attendance Bonus days, including days earned during the week of the 4<sup>th</sup> of July holiday. An up-to-date seniority list shall be posted monthly.

#### **Section C. Assignment of Overtime**

Overtime shall be distributed as nearly equally as possible by assignment of overtime by job group and by shift in the following manner:

Unscheduled overtime shall be assigned as follows:

- a. Overtime shall be assigned by Equalization of Overtime Hours (EOH) by shift and job group/classification first, then qualifications second. Please refer to the EOH rules posted weekly.
- b. If step (a) does not result in enough workers, overtime shall be assigned in reverse order of seniority (lowest to highest) to qualified employees on the same shift as those currently working. For daily unscheduled overtime, employees being mandated two (2) hours or less before end of shift will not be penalized for not working over unless it is proven to be necessary to meet customer demands.

Employees must work overtime if notified during their shifts or between shifts if required by unexpected conditions or customer demand.

If those employees who accept overtime or are required to work overtime fail to appear for overtime, they will be subject to discipline under the Attendance Policy.

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For non-production overtime, the above distribution system shall apply on a plant wide basis, excluding maintenance employees.

### **Section D. Posting of Job Schedules**

The Company will post work schedules at least three (3) calendar days in advance by noon (12 pm), such schedules shall be effective for a period of seven (7) calendar days. Except in emergencies, or customer demand, no changes will be made without mutual agreement between the Chairperson/designee and the company.

### **Section E. Shift Change**

Employer shall give at least one (1) weeks' notice to the employee of any contemplated shift change.

### **Section F. Hour Guarantees**

All employees reporting to work shall be guaranteed four (4) hours pay. In order to receive the guarantee, the employee must be willing to perform work assigned by management if their regular work duties are unavailable. Employees choosing not to perform other work shall be allowed to clock out and shall not receive the guarantee and not be subject to discipline. The guarantee shall be limited to straight-time working hours.

### **Section G. Breaks and Lunch Periods**

There shall be a fifteen (15) minute paid break before lunch, and a ten (10) minute paid break after lunch. Breaks will not be scheduled in the first hour of a shift or in the first half hour after lunch. The Company may schedule employees for a twenty (20) minute paid lunch period or a thirty (30) minute unpaid lunch period. Should customer's requirements dictate change, the Company will establish break and lunch times in accordance with the customer's requirements. Employees working nine (9) hours shall receive a five (5) minute paid break and an additional five (5) minute paid break for each additional two (2) hours worked.

### **Section H. Temporary Transfers**

The Company shall have the right to temporarily transfer employees on the same shift from one job or job classification to another to cover employees who are absent due to illness, accident, vacation or leaves of absence or to fill temporary jobs or conditions or situations that may arise for a period not to exceed ten (10) working days, with the provision that it may be extended by mutual agreement with the Unit Chairperson or his designee. In the event of a four 10-hour work schedule the period is not to exceed eight (8) working days. Any employee who is temporarily transferred pursuant to this section will be paid as follows:

1. If the transfer is to a lower paid job, the employee will continue to be paid at the regular rate of pay.

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2. If the transfer is to a higher paid job, for a minimum of half-shift, the employee shall receive the higher rate for all hours worked on the higher paid job.
3. With respect to assignment of work during the work day, it is recognized that this is a "Just in Time" plant requiring employees to be moved from a regular assignment to another because of operating or customer requirements. However, it will not be the intent of the Company to reassign for capricious or punitive reasons as it relates to #1 and #2 above.

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### **ARTICLE 16** **NON BARGAINING UNIT EMPLOYEES WORKING**

The parties recognize and agree that there are situations wherein it becomes necessary for Company Supervisors and non-unit personnel to engage in bargaining unit work, and herein agree that examples where Supervisors and non-unit personnel may engage in such work include:

- (a) To train or retrain bargaining unit employees.
- (b) When difficulties occur on the job.
- (c) In situations where regularly scheduled employees fail to appear for work.
- (d) To perform sample, prototype or engineering work.
- (e) In emergency situations.
- (f) Supervisors and non-unit personnel shall not be used to replace unit personnel.

The employer agrees that it will not increase the size of its non-bargaining unit work force to replace bargaining unit employees who are laid off.



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### ARTICLE 17 JOB POSTINGS

#### Section A. Job Postings

Whenever the Company determines that a permanent vacancy exists in a job group/classification, it shall post such job vacancy for Four (4) Business Days. Job postings shall contain the name of the job group/classification, duties, shift and rate of pay. Employees will be provided a form by the Company to indicate their selection by signing the job posting with their date of seniority. All regular full-time employees may apply. With the absence of full-time employees, the position may be filled by non-regular full-time employees. After a second disqualification period from the same position, the employee may no longer apply for that position unless disqualification is waived by the company,

Job postings shall be awarded by the second Monday following that the posting has been advertised for four (4) Business Days, or the postings shall be withdrawn. Job postings shall be awarded on the basis of seniority and qualifications. The qualifications requirement shall apply only to maintenance, skilled trades, material handler or Team Leader positions.

An employee that has been awarded a job posting may self-disqualify on or before the fifteenth (<sup>15<sup>th</sup></sup>) calendar day of training.

Before completion of training, the Company may disqualify a job awardee for not being capable of performing the job competently. An employee that is disqualified by the Company during the first Fifteen (15) calendar days of training shall return to their prior job group/classification seniority permitting. The disqualified employee will be given the reason for disqualification in writing.

Employees who have been awarded posted positions are required to remain in those positions for a period of 6 months. If an employee is disqualified or disqualifies from a position the employee is not eligible to be awarded another posted position for the next 6 months. Reductions due to manning will reduce the 6-month commitment if it will require a movement of employees. Example: A reduction of Sequencers from 3 to 2 would then allow the removed Sequencer to exercise seniority rights.

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**ARTICLE 18**  
**PROMOTION OUT OF UNIT**

Any Bargaining Unit employee promoted to a position outside of the Bargaining Unit will freeze seniority for a period of up to one hundred and twenty (120) calendar days per year. If the Bargaining Unit member fails to return prior to one hundred and twenty (120) calendar days, the employee will lose any recall and/or seniority rights. Use of the right to return to the Bargaining Unit shall not cause the layoff of another Bargaining Unit employee.

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### **ARTICLE 19** **LAYOFF AND RECALL**

#### **Section A.**

In the case of a temporary layoff due to lack of work, (thirty (30) consecutive calendar days or less) the Company will lay off employees within the work center and or classification in the following order:

1. Temporary employees, then
2. Probationary employees, then
3. Volunteers, in order of highest seniority, from the work center and/or classification, provided the remaining employees have the skill and ability to perform the work, then
4. By inverse order of seniority, provided the remaining employees have the skill and ability, in accordance with the current job description and listed mandatory qualifications to perform the available work.

#### **Section B.**

When the number of employees in a given classification are reduced on a permanent basis, thirty-one (31) consecutive calendar days or more (any layoff other than a temporary layoff) the employees with the least amount of seniority within their respective group/classification that is affected will be removed. Those employees will then bump the least senior employee(s) plant-wide, provided they have the seniority to do so and they are capable of performing the work with minimal training.

#### **Section C.**

All temporary and probationary employees shall be laid off before any seniority employees are laid off.

#### **Section D.**

Employees will be recalled from layoff in order of the most senior first, provided they are capable of performing the work. When employees are recalled they may be required to be examined by the Company physician. The purpose of the physical exam is to determine their capabilities to perform the work.

#### **Section E.**

In the event that it is necessary to lay off any employees in the Maintenance B classification, the layoffs shall occur as follows: Maintenance B shall have the right to bump back to the least senior Production position, provided he/she has the seniority to

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do so and he/she is capable of performing the work with minimal training. When recalls from layoff occur, the Maintenance B shall be allowed back to their former classification. Persons who bump into a Production position shall be paid at the current wage rate for Production employees.

At no time shall a Maintenance B employee be retained with Maintenance A employees on indefinite layoff.

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### ARTICLE 20 LEAVES OF ABSENCE

#### Section A. Bereavement

Bereavement time will be allowed for a death in an employee's immediate family. Immediate family is considered to be; spouse, child, parent, brother, sister, grandparent, step-child, step-parent step-grandparent, step-siblings and correlating in – laws. A maximum of up to three (3) paid days will be allowed, based upon the circumstances presented. Bereavement time of up to three (3) days will be allowed with one (1) day paid for a death of an aunt or uncle. Based upon the circumstances presented. More bereavement time may be allowed unpaid at the discretion of management. For purposes of this Article 20, same sex couples legally married shall be considered a "spouse".

A full-time employee who has completed his/her probationary period, after submitting proof of death, funeral attendance, or funeral form may receive the amount of wages he/she would have earned by working eight (8) straight – time hours (excluding Saturday or Sunday). Payment will be made at the employee's rate of pay, not including overtime, as of his/her last day worked. A newspaper article or obituary (death notice) does not suffice as to proof of funeral attendance. Time paid will be counted as hours worked for purposes of overtime. Employees who have not completed their probationary period will be granted bereavement time without pay.

Employees are required to obtain appropriate prior approval before commencing a leave, and must complete and submit all required documentation as required by the Company unless there are acceptable extenuating circumstances. All receipts must be submitted within 30 days.

#### Section B. Military Service Leave

Employees in the uniformed services of the United States, as defined by the provisions of the Uniform Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute. Employees are responsible for knowledge as to the contents of the law, to comply with all aspects of USERRA, and timely notification to the Company as to all matters required by the law, unless there are acceptable extenuating circumstances.

#### Section C. Family Medical Leave Act (FMLA)

The Family and Medical Leave Act ("FMLA") provides certain employees with up to 12 weeks of unpaid, job protected leave in a rolling 12-month period. In addition, the FMLA also includes a special unpaid leave that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a rolling 12-month period.

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Alliance Interiors has adopted a formal FMLA Policy in compliance with the FMLA. A copy of this Policy is available from Human Resources.

### **Section D. Non FMLA Leaves of Absence**

For FMLA ineligible employees and FMLA eligible employees with unqualified FMLA leave requests who are not otherwise eligible for short-term or long-term disability benefits, leaves of absence granted by Alliance for illness, injury, or pregnancy will be deemed an unpaid sick leave. Employees are required to obtain appropriate prior approval before commencing a leave, and must complete and submit all required documentation as required by the Company unless there are acceptable extenuating circumstances.

#### **1. Sick Leaves for Three Days or Less (personal illness or injury)**

Except for cases of extreme emergency, employees must notify their immediate supervisor before the start of their scheduled shift. If the supervisor cannot be reached, absences must be reported to Human Resources. Alliance retains the right to require the employee to produce a physician's statement indicating the nature of the illness or INJURY AND PERIOD OF DISABILITY.

#### **2. Medical Leave**

Leaves of absence will be granted by Alliance for illness or disability, with certification by a medical doctor, if requested by Alliance. Leaves of absence due to Worker's Compensation disability will not be limited, provided employee furnishes Alliance with satisfactory medical doctor certification, if requested by Alliance. At least every month, Alliance may require that such disability or sickness be certified. An employee on such leave of absence may not engage in any employment or services for any other employer or be self-employed unless employee held the position prior to the leave and work hours are similar to hours before the leave. Employees absent for more than thirty (30) calendar days on non-FMLA medical leave may continue his/her medical/dental/vision coverage at his/her own expense pursuant to COBRA.

#### **3. Personal Leave**

An employee may be granted a personal leave without pay for a period not to exceed thirty (30) calendar days. An employee requesting such leave must do so in writing. A maximum of one (1) personal leave of absence will be granted in one year. All vacation time must be taken before an employee may take a personal leave. An employee on such leave of absence may not engage in any employment or services for any other employer or be self-employed unless employee held the position prior to the leave and work hours are similar to hours before the leave. Employees must pay the full

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cost of their medical/vision/dental coverage while on a personal leave pursuant to COBRA.

### 4. **Returning from a Leave of Absence**

An employee returning from an approved leave must notify Alliance of his/her definite date of return at least five (5) Business days prior to his/her return. If returning from a sick leave, the employee must present a written release to work from the attending physician.

When returning from a Non – FMLA Leave of Absence, employees will be placed in his/her former position if the employee has not been replaced during the leave. If the former position is not available, the employee will be placed in any position he/she is qualified for at the rate of pay for that position.

Employees considered abusing the leave of absence policy will be subject to discipline.

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### **ARTICLE 21** **BENEFITS**

Employees will continue to have substantially similar coverage for the life of the Agreement with the exception of changes that may be mandated by the Affordable Health Care Act. The intent is that employees' overall benefits in the plan when viewed as a whole should be reasonably equivalent to the existing plan and shall be cost neutral to the employee. Any change shall be reviewed with the Union as far in advance as possible, in any event, at least thirty (30) days prior to the effectuation of such change.

The parties agree that in the event some government sponsored health care program becomes available, such as or similar to The Patient Protection and Affordable Care Act, the parties agree to bargain over the effects of such program and its application to the bargaining unit.

The following benefits shall be provided to all full-time employees who have completed their probationary period:

#### **Section A. Healthcare**

The healthcare plan is Blue Cross Blue Shield of Michigan PPO Plan. After reaching the \$500 deductible, employees will be reimbursed for \$250 of the deductible within thirty (30) days of submission of payment receipt(s) to the Company. Employees shall be reimbursed \$250 for each \$500 spent for deductibles, up to a maximum reimbursement of \$1,500. Receipts must be received no later than 30 days after the close of the calendar year. Additional health plan options may be designated by plan provider. Any change shall be reviewed with the Union as far in advance as possible, in any event, at least thirty (30) calendar days prior to the effectuation of such change.

As of the date of this Agreement, the Company is considering adding an additional health care plan as an option for employees. If approved, this new Plan will be discussed with the Union prior to implementation.

#### **Section B. Vision**

The Blue Cross Vision care coverage shall be limited to (1) examination and (1) pair of glasses and/or contact lenses every (12) months for family members and frames once every (24) months.

#### **Section C. Dental, Orthodontics**

The Dental Plan is the Blue Cross Dental Plan. The current benefit level is \$1,500.00 for orthodontics during the participant's life.



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### **Section D. Life Insurance**

\$30,000 in Company paid life insurance and accidental death and dismemberment coverage.

### **Section E. Voluntary Life Insurance**

Employees may purchase additional life insurance up to \$100,000, Dependent Life insurance and additional AD&D.

### **Section F. Employee Contributions**

Health, Dental and Vision coverage is provided with employee contributions. Employee contributions are as follows, payable every week, effective the first applicable pay period following ratification.

The employee contributions will be 17% of the cost of the premiums. Should the healthcare premium increase greater than 10% in any given year of this Agreement, the employee contributions will increase by 1% for the corresponding year, to a maximum of 19% for the life of the Agreement.

### **Section G. Short-Term Disability**

Twelve (12) weeks of short-term disability, funded either through the Company or by an insurance company of the Company's choosing. The Plan shall pay a disability amount equal to 66 2/3% of the eligible employee's basic weekly earnings, not to exceed a weekly maximum of \$500. The benefit payments shall be as follows:

- (1) For employees disabled due to an injury or accident, benefits are payable on the first day of disability;
- (2) For employees disabled due to an illness or planned surgery, benefits begin on the seventh (7<sup>th</sup>) consecutive day of disability. The maximum payment period is 12 weeks and does not include the qualification period.

### **Section H. Long-Term Disability**

Long-term disability insurance through an insurance carrier of the Company's choosing. Long-term disability benefits begin ninety-one (91) days after the onset of the total disability and payment shall be equal to 60% of basic monthly earnings, to a maximum monthly benefit of \$6,000. Work related illness or injury is excluded from short-term and long-term disability and is covered by workers' compensation under current Michigan law.

### **Section I. 401(k) Plan**

A 401(k) plan will be available for employee participation. The Company will match the first four percent (4%) of the employee's contributions with a fifty percent (50%) match. This will result in a maximum Company contribution of two percent (2%). There will be a

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two (2) year vesting period on Company contributions to the 401(k) Plan. Employees will be allowed to borrow funds from their vested portion of the 401(k) Plan. A maximum number of two (2) outstanding loans are permitted at one time. The employee will be responsible for payment of a loan processing fee. There will not be a time limit on when an employee can obtain a loan after paying one off.

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**ARTICLE 22**  
**VACATION/UNPAID SICK DAYS**

**Section A. Eligibility**

Employees who are full – time, regular employees of the Company are entitled to vacation time according to the schedule below. All regular full – time hourly must complete (1) year of service with Alliance and have worked a minimum of one thousand and forty (1,040) hours during that year of service before they will become eligible to receive full vacation pay. An employee who gives two (2) weeks’ written notice of resignation will receive his/her accrued vacation pay. An employee who does not provide two (2) weeks’ written notice, but provides evidence of extenuating circumstances, can be approved by the Company to receive his/her accrued vacation pay. An employee terminated for “Just Cause”, post investigation, will forfeit all his/her accrued vacation pay.

A “year of service” means continuous time of service from last date of hire to present. [Refers to hire date that resulted in acquiring seniority]

**Section B. Vacation Schedule**

**Newly hired employees who have worked ninety (90) days shall receive forty (40) hours of vacation entitlement.**

Year(s) of Service on Anniversary Date	Vacation Time in Calendar Year Earned
One (1) Year	Forty (40) Hours
Two (2) Years	Eighty (80) Hours
Six (6) Years	One Hundred and Twenty (120) Hours
Ten (10) Years	One Hundred and Sixty (160) Hours
Fifteen (15) Years	One Hundred and Sixty-Eight (168) Hours

**Section C. Scheduling**

For employees earning two (2) or more weeks’ vacation, the first five (5) days’ vacation may be assigned to the Plant shutdown periods if the shutdown is congruent with the customer schedule. Vacation time over and above any week(s) used during the plant shutdown periods will be granted based on the length of service of each employee. Employees are required to submit a proposed vacation schedule to their supervisor at least two weeks in advance. Vacations will be scheduled by seniority, classification and by shift. Vacation may be scheduled in four (4) hour or eight (8) hour increments, unless

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one week is required to be used during the annual summer plant shutdown. All vacation request submitted for four (4) hours less than two (2) weeks' in advance will be denied. Any variation of the time limit for the 4-hour time off will have to be approved by Human Resources. Vacation requests submitted within one (1) business week of each other shall be decided by seniority. All other requests for vacation time off shall be determined on a first come first served basis. Vacation requests submitted two weeks in advance and approved that covers a Friday, the weekend shall assumed to be off in the event work is scheduled. The reason for taking vacation need not be disclosed to the Company. Approval may be denied for a particular period due to conflicting vacation schedules, customer demands or production requirements. Any requests within two (2) weeks of the requested dates will be considered based on the needs of the Company. In addition, all bargaining unit members will be allowed to use eight (8) hours of vacation time that can be used at the employee's discretion with two (2) hours' advance notice. Discretionary time must be used in increments of two (2) hours.

Employees are eligible to use up to forty (40) hours of vacation time for a reason permitted under the Michigan Paid Medical Leave Act ("PMLA") even though the Act does not apply to bargaining unit members. Employees are required to provide at least two (2) days advance notice of the need to use time off for reasons permitted under the PMLA to the Human Resources Manager and have identified the PMLA permitted reason. If advance notice is not possible, then the employee shall notify the company as soon as possible. Employees shall be given three (3) days, or such additional time as the Company may its discretion permit, to produce documentation in connection with a sick leave absence.

This provision is intended to follow the language of the Michigan Paid Medical Leave Act even though the Act does not apply to bargaining unit members. Employees may use up to forty (40) hours of vacation for PMLA related reasons in no less than two (2) hour increments, Failure to provide documentation within the three (3) day period will result in attendance points in accordance with Article 11, Section B, "Disciplinary Process for Absenteeism/Tardy/Leaving Early".

**Notice:** The PMLA does not apply to represented employees. The Company and the Union have voluntarily elected to use language from a portion of the PMLA in developing this Section C-Scheduling.

### **Section D. Vacation Pay**

Vacation pay will be paid in Employee's regular paycheck as if Employee is continuing to work. For employees with greater than one (1) year of seniority, vacation time not taken by the end of the anniversary of the hire date will be paid one (1) month following that period. Employees with greater than one (1) year of seniority may apply for a payout of up to forty (40) vacation hours on their seniority date, providing the employee submits the request in writing to the Company at least two (2) weeks in advance of the seniority date. There will be no borrowing of vacation days to meet the 40-hour maximum. Once

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vacation days have been cashed in, the vacation days are lost and cannot be converted to unpaid days off.

### **Section E. Approval of Time off**

All written requests for time off for vacation or bonus time off will be approved or denied within three (3) Business Days. (LOU)

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### ARTICLE 23 HOLIDAYS AND HOLIDAY PAY

#### **Section A. Holidays**

The following shall be considered Company paid holidays for full – time employees:

1. New Year's Day
2. Martin Luther King Day
3. Good Friday
4. Monday after Easter
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Day After Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Year's Eve
13. Floating Holiday (observed when customer observes Veterans Day)

An additional floating holiday will be granted beginning in years 2021, 2022, and 2023, observed by mutual agreement.

To receive a Company paid holiday, the employee must have completed thirty (30) days of employment if hired from an agency or sixty (60) days of employment if hired directly by the Company and the employee must have worked his/her scheduled hours the day before and after the holiday or any other approved time off according to Article 15 (d). Paid holiday time will be considered as time worked for purposes of computing overtime. If a holiday falls on a Saturday or Sunday, observance of that day will be at management's discretion. If an employee works on a designated holiday, he/she will receive holiday pay plus two (2) - times the straight – time base rate of pay for the hours worked. Employees who are scheduled to work on a recognized holiday and fail to do so shall forfeit their holiday pay.

#### **Section B. Holidays During Short Term Layoff.**

Employees who are laid off for thirty (30) days or less will be entitled to holiday pay for holidays falling within the thirty (30) days layoff period under the following conditions:

1. The employee must work the last scheduled work day prior to the layoff and the first scheduled day following the layoff.
2. The holiday(s) must fall within the thirty-day period.
3. Any absence for any reason, except approved paid absences as defined in Article 15, Section B and approved in compliance with Article 22, Section

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C, that prevents a person from working the day before the layoff or return at the end of the layoff, holiday pay will be denied.

4. Employees will not receive holiday pay until they return to work following the layoff.

### **Section C. Failure to Punch In/Out (Holiday Pay Only).**

Employees who fail to punch in or punch out immediately prior to or immediately following the holiday upon return to work, and who believe that they were in fact on time, may no more than one (1) time per calendar year, submit a written request within a period of two (2) weeks from the failure to punch in or punch out to review Camera # 1 by the time clock. If it is verified that the employee was in fact on time or left at the schedule time, then the employee will not lose holiday pay despite the failure to punch in or out. The Company will not be responsible for any problems with the tape including the erasing of the tape under standard procedures, malfunction of the recorder, tape quality or any other reason that prevents the verification of the punch. In such situation the employee will not receive holiday pay. In addition, this one-time review will only apply to holiday pay and may not be used to challenge points for late arrival or failure to punch in.

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### **ARTICLE 24** **EMPLOYEE HANDBOOK**

The Employee Handbook also has information regarding Company policies and procedures such as FMLA, HIPPA and COBRA. In the event of a conflict between the Employee Handbook and this Agreement, this Agreement will supersede the Company Handbook. The Employee Handbook will apply to probationary Employees. The Company handbook shall only apply to temporary and probationary employees.



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### ARTICLE 25 JURY DUTY

#### **Section A. Full-Time Employees**

Any regular full – time employee who has completed his/her probationary period and who is called to and reports for jury duty, will be compensated for the difference in pay between what he/she receives from the court and the amount the employee would have earned at his/her straight time hourly base rate of pay. The compensation will not exceed eight (8) hours on any given day or forty (40) hours in any given week, to a maximum of eighty (80) hours.

#### **Section B. Compensation**

COMPENSATION WILL BE PAYABLE ONLY IF THE EMPLOYEE:

1. Gives Alliance at least two (2) Business days' notice of the jury duty call, and
2. Presents proper evidence of attendance and the amount paid by the court.

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### **ARTICLE 26** **NO STRIKE OR LOCKOUT**

During the term of this Agreement, there shall be no general or partial strikes, picketing, boycotts, work stoppages, slow-downs, or concerted interruptions or delays of work, or any other interruption with the Company's normal operations or similar activity. Neither the Union nor any of its officers, representative, agents or employees shall authorize, assist, support, cause or participate in any activities described in the above paragraph. Nor shall any member assists, support, cause or participate in any such activities.

In any case where an interruption of work occurs in violation of this Agreement, the Union agrees that it will, without delay, exert itself to the fullest extent to bring about a quick termination of such interruption of work and will insist that the employee or employees involved therein return to work and/or to normal operations. In the event that any employee participates in an interruption of work in violation of this Article, the Company may discipline, up to and including discharge, the participating employee.

The Company shall likewise not lockout employees during the term of this Agreement.

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### ARTICLE 27 SAFETY, HEALTH AND SECURITY

#### **Section A. Work Related Injury or Illness**

An employee who suffers a work related injury or illness, no matter how minor, must report it to his or her supervisor immediately and complete an injury work related illness report by the end of the shift during which the injury or illness occurs or is discovered.

#### **Section B. Lost Time**

An employee injured at work will be paid for lost time away from work on the day of the injury or accident while seeking medical treatment. If the employee is not released to return to work that day, they will be paid for the remainder of their scheduled shift.

#### **Section C. Safe Workplace**

The Company agrees to provide a place of employment that shall be safe for the employees and shall furnish all adequate safety equipment and safeguards and will provide training and processes adequate to protect the life, health and safety of such employees in accordance with the Occupational Safety and Health Administration (hereinafter referred to as "OSHA"). The Michigan Occupational Safety and Health Administration (hereinafter referred to as "MIOSHA"). The Company shall also maintain equipment in accordance with OSHA and MIOSHA to maintain a safe workplace for all employees. The Company shall provide methods and processes for proper sanitation and hygiene necessary to protect the safety and welfare of all employees.

#### **Section D. Safety Committee**

**Section 1.** The Company and the Union will have a joint Safety Committee that will meet on an established monthly schedule. The Safety Committee will be comprised of management, the Bargaining Committee Chairperson and a minimum of two other Union members selected in a manner determined by the Union. The Union agrees to participate on the Safety Committee and that it will endeavor to have its members observe all safety rules and use all equipment and safeguards provided.

**Section 2.** Responsibilities of the Safety Committee include:

1. Work on solutions to eliminate potential hazards;
2. Identify injury trends by reviewing past injuries and illnesses;
3. Promote safety awareness;
4. Make periodic inspections of the facility as part of the meeting whenever the committee deems necessary; and

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5. Provide minutes from each meeting and post for all employees to view.

**Section 3.** A Bargaining Committee Representative with permission from the Company shall be allowed to leave their current task to investigate a facility safety issue brought forth by a Union member and such permission from the Company to investigate a facility safety issue will be granted without undue delay.

**Section 4.** Union members of the Safety Committee will be paid for all times during their scheduled shift spent conducting legitimate safety committee business.

**Section 5.** All safety related concerns brought before the Safety Committee that are not resolved will be subject to the grievance procedure.

### **Section E. Injury and Illness Records**

The Company shall maintain injury and illness records. The "Recording and Reporting of all required Injuries and Illnesses" will be maintained on OSHA 300 logs as required by OSHA and MIOSHA. All reports will be posted annually on an OSHA 300-A log in accordance with the OSHA and MIOSHA standard.

### **Section F. Opening and Closing Conferences**

The Bargaining Committee Chairperson or his or her designee shall serve as the Union representative at all "Opening and Closing Conferences" with OSHA or MIOSHA. This person will have the right to consult with and accompany the Company representative along with the State or Federal representative during the course of the inspection and have the right to be present with any union employee during the course of such investigation or questioning by the State or Federal inspector.

### **Section G. Hazardous Substances**

The Company agrees to inform all Employees of any "Hazardous Substances" in the workplace and will train and supply all required personal protective equipment to all Employees to ensure their safety and well-being. Furthermore, the Company will ensure that all Employees are notified and trained on any new "Hazardous Substance" introduced to the work place in accordance with the OSHA or MIOSHA Standard and meet all requirements of "Right to Know".

### **Section H. Medical Services**

The Company shall furnish competent medical services treatment of cases resulting from injuries, physical impairments or afflictions obtained while working in the facilities. Copies of the reports of findings made by the Company medical service or reports of outside medical services used by the Company shall be furnished to the employee. Employees injured while working shall be furnished medical aid or treatment and shall receive full pay for the shift on which they were working when injured.

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### **Section I. Training**

No employee shall be required to work on a job or machine until they receive adequate instruction and training in the performance of the job.

### **Section J. Safety Glasses**

The Company will issue non-prescription safety glasses to all new employees and replace broken or damaged glasses as reasonably necessary. For those employees who need prescription safety glasses, the Company will pay up to \$55.00 of the cost of prescription safety glasses once every two years. Employees who wear prescription glasses may elect to use safety goggles which will be supplied by the Company.

### **Section K. Gloves**

The Company will provide gloves to all employees on an as needed basis: it shall be the shift supervisor's (or his/her designee's) responsibility to make available safety equipment (gloves, glasses) during all three shifts.

### **Section L. First Aid and Blood Borne Pathogen Kits**

The Company will provide first aid kits and blood borne pathogen kits and training to first responders and the members of the Safety Committee.

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### ARTICLE 28 DRUGS AND ALCOHOL

#### Section A. Abuse of Drugs and Alcohol

It is agreed that Drug and Alcohol use jeopardizes safety and productivity in the work place. Because of this, Drugs and Alcohol will not be tolerated within the work place or on Company property. Alliance Interiors and the Union are committed to maintain a drug free work place. The Company and the Union will cooperate fully with law enforcement officials in the investigation of any suspected drug related illegal activities. The Company will also comply with any federal or state reporting requirements.

Employees who feel that they may have a substance abuse problem are encouraged to contact their local Health Services Professional, the Human Resources Department, or their Union Representative. No disciplinary action will be taken against any employee who seeks help through rehabilitation. Seeking help through rehabilitation post incident does not exempt the employee from disciplinary action for the use or possession of drugs and alcohol at work or for misconduct associated with drugs or alcohol. Both parties agree that rehabilitation is our common goal.

Random drug and alcohol testing will not be used.<sup>1</sup> If the Company has reasonable cause that an employee's ability to perform his/her work is impaired because he/she is under the influence of drugs or alcohol, the Company is required to have two (2) members of management evaluate the situation and if it is determined by both members of management that there may be impairment, the employee will be required to take a drug and alcohol test to determine alcohol and/or drug levels. The employee will be transported, if practicable by a member of management to the drug testing facility. Arrangements will also be made to transport the employee home. Additionally, all employees returning from an extended absence (30 days or more) may be tested. If proof of an addiction does exist, you will be considered to be in violation of our Drug Free Policy, the Company work rules, and therefore subject to disciplinary action. Employees will only be given one (1) opportunity to enter a rehabilitation program as a result of this paragraph and if found in violation of the Drug Free Program a second time they will generally be considered a voluntary quit and their employment. If an employee is hurt by accident (i.e., slipping, tripping, or falling) or hurt by someone else, they may be required to take a drug/alcohol screen. Any employee referred for medical treatment because of a work related accident may be given a drug/alcohol screen at the time of treatment. A positive screen result will be subject to the terms of this policy. Despite the foregoing, the Company reserves the right to discipline or discharge any employee who tests positive on a drug and alcohol test if the employee's conduct that precipitated the test is otherwise sufficiently serious to warrant discipline or discharge. Employees who fail to cooperate with the testing

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<sup>1</sup> Employees involved in rehabilitation programs may be subject to random testing for up to 12 months from the date of completion of the program.

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procedures or in any way attempts to tamper with the test results shall be subject to disciplinary action up to and including termination of employment.

### **Section B. Opportunity for Re-Testing**

Immediately upon notification of a positive drug test result, the employee may request that a portion of the original suspect sample be re-tested at his own expense<sup>2</sup> at a Company approved testing facility. Employees will not be permitted to submit a new sample or have a new sample tested by another laboratory.

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<sup>2</sup> The Company will reimburse the employee for the cost of the re-test if the results are negative.

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### **ARTICLE 29** **HARASSMENT POLICY**

#### **Section A. Conduct Standard**

Employees are always expected to treat their fellow employees, clients and others with respect. In keeping with this expectation it is the policy of Alliance Interiors to create and maintain a work environment, which is designed to permit and encourage each employee to achieve his/her highest level of personal productivity and quality of life. This environment is intended to support, nurture, and reward career goals on the basis of such relevant factors such as ability and work performance. Racial, ethnic, religious or sexual harassment is averse to this environment and will not be tolerated.

Prohibited conduct includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to the conduct is made either an explicit or implicit condition of employment;
- Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
- The harassment substantially interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment.

#### **Section B. Other Harassing Conduct**

Other harassing conduct in the workplace is also prohibited. This can include, but is not limited to:

- Crude or offensive language or jokes of a racial, ethnic, religious or sexual nature;
- Verbal or physical abuse of a racial, ethnic, religious or sexual nature;
- The display in the workplace of sexual suggestive or ethnically, religiously or racially offensive objects or pictures;
- Subtle pressure for sexual activity;
- Remarks about a person's body or sexual activities;
- Patting, pinching or unnecessary touching;



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- Demands for sexual favors, accompanied by implied or overt threats concerning one's employment, compensation, promotions and/or job assignments.

### **Section C. Reporting of Harassment**

Any employee who feels that he or she is being harassed is encouraged to immediately report any incident(s) to Human Resources. However, if you feel that Human Resources did not, cannot or will not consider the problem, then feel free to contact higher management in person. If you feel uncomfortable reporting the problem in person, then you may advise higher management of the problem in writing.

If you choose to advise higher management in writing, you should address the letter to:

**ATTENTION: HUMAN RESOURCES**  
**Alliance Interiors**  
**4521 West Mount Hope Highway**  
**Lansing, MI 48917**  
**CONFIDENTIAL/TO BE OPENED BY HR ONLY**

All complaints of harassment will be reviewed and if the complaints are determined by the Company to have merit, measures for correcting the situation will be immediately taken. All company personnel are expected to cooperate fully with any such investigation.

Employees who engage in harassment will be subject to discipline, up to and including discharge, as determined appropriate by the Company. If the Company determines that a complaining employee has purposefully falsified a claim of harassment, the complaining employee will likewise be subject of discipline, up to and including discharge, as determined appropriate by the Company.

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### **ARTICLE 30** **DISCHARGE AND DISCIPLINE**

#### **Section A. Maintenance of Discipline**

It is agreed that the maintaining of discipline is essential to the satisfactory operation of the organization. The right to maintain discipline and efficiency of employees is vested exclusively in the Employer. Discipline and discharge shall be for just cause subject only to the grievance procedure contained in this Agreement.

#### **Section B. Just Cause**

No Employee except probationary employees shall be discharged except for just cause.

The following shall constitute basis for just cause without prior warning;

1. Immoral, indecent or violent conduct including (but not limited to) fighting, threatening, inflicting bodily injury or engaging in physical contact upon another employee, or any other person during working hours.
2. Falsifying written documents including, but not limited to, employment application, time cards, cashier reports or other official company forms.
3. Falsely claiming sick leave or falsely making claims of an injury.
4. Sleeping while on duty, or gross malingering, or leaving his assigned task or position while on duty without authority.
5. Theft of property from the Company, employees, customers or suppliers, from cars or otherwise, or permitting such theft in addition to theft of money or supplies, or other property of the Employer.
6. Bringing onto, allowing to be brought onto, or the consumption of alcoholic beverages or drugs on the Employer's premises, whether or not the employee is on duty.
7. Intoxication, or the odor of liquor while on duty and or being under the influence of drugs while on duty.
8. Carrying or possessing firearms or weapons of any kind while on duty. This includes possession of firearms or weapons in personal vehicles in the parking lot.
9. Gambling on the Employer's premises including parking lots.
10. Insubordination, acting or speaking insubordinately, or refusing to carry out a manager's instruction.

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11. Entering place of employment outside of working hours and disrupting or hindering the job performance of others.
12. Clocking someone else's timecard in or out.
13. Requesting sexual favors, making sexual advances, or engaging in physical conduct that is sexual in nature towards customers or employees while on duty.
14. Leaving the work premises during working hours without permission.
15. Failure to report a work related injury as soon as possible to management.
16. Engaging in criminal activity.
17. Misuse or distribution of confidential company information.
18. Engaging in sabotage or attempted sabotage of Company equipment or production and or destruction of or vandalism of Company property
19. Dishonesty of any kind, including but not limited to withholding information, falsifying business or employment, medical, and/or work related records.
20. Removal of any Company property or records from the premises of the Company without the permission of management

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### **ARTICLE 31** **DISCIPLINARY ACTION**

#### **Section A.**

Any disciplinary action taken by the Employer shall be taken within seven (7) Business days from the time the infraction took place, or the Employer became aware of the infraction, unless extended for reasonable investigatory reasons to a maximum of thirty (30) calendar days. When discipline is contemplated, the Employee, where circumstances permit, will be offered an interview to allow for answering the charges involved in the situation for which such discipline is being considered before being required to leave the facility. Prior to the interview, the Employer will advise the Employee of their right to Union representation during the interview. No discipline will be issued before the Employee has been offered a disciplinary interview.

#### **Section B.**

The union representative and the Employee will be allowed time to discuss the action before the Employee is required to leave the facility.

#### **Section C.**

All disciplinary notices shall state why the notice was issued with a copy tendered to the Employee at the time of issuance and the Union within five (5) Business days.

#### **Section D.**

Any grievance filed in protest of disciplinary action, involving loss of time, may be entered at Step Three of the grievance procedure.

#### **Section E.**

On the first two write ups in this process, the write ups will only be held accountable for the twelve (12) months from the date issued. If the employee reaches three (3) or more write ups in a twelve-month period, all write ups will be held against the employee for fifteen (15) months.

#### **Section F.**

False or misleading statements on applications for employment shall not be considered grounds for disciplinary action under this Agreement, against the Employee, after two (2) years from the date of his/her employment.

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### **Section G.**

The Employer will apply the following corrective action program when taking disciplinary action for misconduct which the Employer determines is not so serious as to warrant immediate suspension or termination:

- Step 1: Written Warning
- Step 2: Second Written Warning
- Step 3: Third Written Warning
- Step 4: Fourteen (14) Working Day Suspension
- Step 5: Termination

The progressive discipline listed above is for any type of misconduct, and it is not required that the employee violate the same rule or commit the same infraction, in order for there to be the application of the next step in the progressive discipline applied.

### **Section H.**

If the disciplinary action involves discharge or layoff, the Employee given disciplinary action shall have ten (10) Business days from the date of issuance in which to file a grievance.

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### ARTICLE 32 GRIEVANCE PROCEDURE

#### Section A. Steps to Grievance Procedure

- STEP 1: Not later than five (5) Business days after the event giving rise to the grievance, or when the Employee reasonably should have had knowledge of the event giving rise to the grievance, the employee having the grievance, or one designated member of a group having a grievance, will state the grievance to their Supervisor. If the Employee so desires s/he may call for his/her Committee Person to be present during the discussion of the grievance. If the Employee is not satisfied with the Supervisor's answer, and the Committee person is not present, the Supervisor will call the Committee Person without further discussion. The Committee Person and the aggrieved Employee shall have an opportunity to discuss the grievance without the presence of the Supervisor. The Supervisor will attempt to settle the grievance verbally in the presence of the Committee Person. If agreement is not reached the Employee(s) and the Committee Person will reduce the grievance to writing on forms provided by the Union within the five (5) day period. The grievance will then be given to the Supervisor. The Supervisor will give a written answer to the grievance within two (2) Business days from receipt of the grievance. Grievances not reduced to writing within the 5-day time limit shall be considered untimely and the issue waived.
- STEP 2: If the grievance is not satisfactorily adjusted in the first step, the Chairperson may appeal the decision within three (3) Business days by notifying the Human Resources Manager in writing that the Employer's response to the grievance in the second step is not satisfactory. The Human Resource Manager and such other representatives of the Employer as s/he shall deem necessary, shall meet with the chairperson and appropriate Committee Person to discuss and attempt to reach a settlement of the grievance. Such meeting will take place within five (5) Business days of the appeal to Step 2 unless extended by mutual agreement. The Human Resource Manager will give a written answer of the grievance to the Chairperson, within five (5) Business days from the time of the meeting at which the grievance was considered. Grievances not appealed to Step 2 in a timely manner shall be deemed as withdrawn.
- STEP 3: If the grievance is not satisfactorily settled in Step 2, the Chairperson may appeal the decision in that step to the Plant Manager within three (3) Business days. The Plant Manager and such other representatives of the Employer as s/he shall deem necessary, shall meet with the Chairperson and the International Representative of the Union to discuss and attempt to reach a settlement of the grievance. Such meeting will take place within fifteen (15) Business days unless extended by mutual agreement. The

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Plant Manager will answer the grievance in writing, one copy to the Chairperson, one copy to the International Representative, within five (5) Business days from the time of the meeting. Grievances not appealed to Step 3 in a timely manner shall be deemed as withdrawn.

STEP 4: In the event that the grievance has not been satisfactorily settled in the preceding steps, the International Union shall, within twenty-eight (28) Calendar days give written notice to the Employer of its intent to appeal the grievance to binding arbitration through the American Arbitration Association (AAA) pursuant to their regulations.

The Parties agree that during the pendency of the arbitration proceedings they may utilize the services of the Federal Mediation and Conciliation Service for mediation purposes,

The Union and Employer will present their respective positions to the Federal Mediator whereas; s/he will render a recommendation to the parties for resolution to the matter.

If the proposed settlement is accepted by the Union and Employer, the grievance will be resolved and not subject to further appeal. If either party disagrees with the proposed settlement, the grievance will then be arbitrated.

### **Section B. Powers of Arbitrator**

The arbitrator shall have no power to add to, subtract from, change or modify any provision of the Agreement. He/she is authorized to only interpret a specific provision(s) of this Agreement and apply it to the specific facts of the grievance that is subject to arbitration. The fees and expenses of the American Arbitration Association and the arbitrator shall be shared equally by the Company and Union; otherwise each party shall bear its own arbitration expense for representation and witnesses.

### **Section C. Prompt Resolution**

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

### **Section D. Reinstatement of Grievances**

In those instances, where the International Union, UAW, by either its Executive Board or Public Review Board has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, a

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member of the Executive Board of the International Union may inform the Employer in writing that such grievance is reinstated in the Grievance Procedure at the step at which the original disposition of the grievance occurred.

1. The Employer will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either are already barred under the provisions of the Collective Bargaining Agreement at the time of the reinstatement of the grievance or that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the Employee(s) involved that none of them will thereafter pursue such claims for damages against the Employer in the Grievance Procedure, or in any court or before any Federal, State or municipal agency.
2. The decision of an Impartial Arbitrator on any grievance shall continue to be final and binding on the Union and its members, the Employee(s) involved and the Employer and such grievance shall not be subject to reinstatement.
3. The grievance reinstatement provision is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the Collective Bargaining Agreement, except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any decisions by the Impartial Arbitrator or other grievance resolutions.

### **Section E. Withdrawal of Grievances**

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

### **Section F. Effect of Time Limits**

Any grievance not appealed by the Union within the specified time limits shall be deemed withdrawn. If the Employer fails to respond to a grievance within the specified time limit, then the grievance will be settled based on the Union's last request. Should the Employer question the contractual appropriateness of the Union's last request, partially or wholly, the section of the Union's request in question may be arbitrated. Any time limits within this Agreement may be extended by mutual agreement in writing.

### **Section G. Policy Grievances**

The chairperson and Committee Persons shall have the right to institute policy grievances. Any such policy grievance or grievances that involve Employees in more than one department, or where there are unusual circumstances existing may be entered at Step 3 of the Grievance Procedure.



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### **Section H. Settlement of Grievances**

When a grievance has been settled at any step in the grievance procedure or thereafter, such settlement shall be reduced to writing by the Employer, in words agreeable to both parties and signed jointly by the Committee Person and the Employer, and a copy given to the Chairperson.

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### **ARTICLE 33** **WORKPLACE VIOLENCE**

Alliance Interiors, in an attempt to maintain a violence-free workplace, has adopted a zero-tolerance policy toward workplace violence. Accordingly, all acts or threats of violence will be taken seriously.

For our purposes, a threat or act of violence shall include, but not be limited to, any act or gesture intended to harass or intimidate another person, any act or gesture likely to damage company property, or any act or gesture likely to leave another person injured or fearing injury.

All employees are responsible for helping to maintain a violence-free workplace. To that end, each employee is required to govern him or herself accordingly. In addition, any employee experiencing an act or threat of violence is asked to report such act or threat to his or her immediate supervisor and/or human resources.

Each act or threat of violence will be investigated, and appropriate action will be taken. Any such act or threat may lead to discipline, up to and including termination.

## 2019-2023 COLLECTIVE BARGAINING AGREEMENT

### **ARTICLE 34** **SUCCESSORSHIP**

#### **Section A. Notice to Buyer or Lessee**

In the event that the Company sells or leases all or part of its business to the extent that it affects bargaining unit members, the Company shall notify the buyer or lessee of the existence of this Collective Bargaining Agreement. In so far as the law requires, a buyer or lessee shall assume the terms and conditions of this Collective Bargaining Agreement. However, the Company will not be liable for any violation of this clause or any violation of this Agreement by a successor.

#### **Section B. Notice to Union**

In the event of a sale or lease of all or part of the Company's business, the Company shall notify the Union in writing not less than thirty (30) calendar days prior to the effective date of such sale or lease, provided such notice shall not negatively impact the potential negotiation or sale.

#### **Section C. Severance**

In the event of a plant closing, severance in the amount of one (1) week per full year of service up to a maximum of three (3) weeks plus current month plus an additional month of the Company's portion of health care.

## 2019-2023 COLLECTIVE BARGAINING AGREEMENT

### **ARTICLE 35** **SHIFT PREFERENCE**

A list will be posted once every six (6) months (January and July) for one (1) week, at which time employees who desire to change shifts can request to do so. In January and July, the list will be compiled by Company seniority date. The Company may, in its sole discretion, grant early shift preference privileges to an employee who demonstrates a need to do so for reasons beyond the control of the employee. All shift preference requests must be received in writing by the end of the posting date. The Company shall assign employees within their Job Group/Classification no later than the first Monday of the following month. The Company shall have the right to require enough experienced employees to work on any shift to achieve this result. The Company may move a designated trainer to any shift to train less experienced employees for a period of two (2) weeks. At the end of training, the designated trainer would go back to his/her original shift consistent with his/her seniority rights.

Shift preference applicants that are on file January or July are required to transfer unless their application has been withdrawn in writing prior to being informed of his/her application being honored.

Individual employees may temporarily exchange shifts when the employees involved are agreed and it is approved by the Company. Temporary shift change shall not exceed thirty (30) calendar days. Such shift change must be in writing.

## 2019-2023 COLLECTIVE BARGAINING AGREEMENT

### **ARTICLE 36** **PAST PRACTICES**

There are no understandings or agreement or past practices, which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union as a letter of understanding to this Agreement.

**2019-2023 COLLECTIVE BARGAINING AGREEMENT**

**ARTICLE 37**  
**CONTRACT DISTRIBUTION TO EMPLOYEES**

The Company will provide a copy of this Agreement to all bargaining unit members by electronic distribution of a PDF copy, or upon request of an individual employee, one hard copy of the Agreement shall be made for the employee.

**2019-2023 COLLECTIVE BARGAINING AGREEMENT**

**ARTICLE 38**  
**CELL PHONES/ACCESSORIES/PAGERS**

Personal cell phones, ear pieces, cell phone accessories and pagers may not be used on the production floor unless approved by the Company. Cell phones and ear pieces may only be used on breaks and lunch time in designated areas.

## 2019-2023 COLLECTIVE BARGAINING AGREEMENT

### **ARTICLE 39** **DEFINITIONS**

“Business Days” Business Days are defined as Monday through Friday except if a week day falls on a holiday recognized by the Company.

“Regular” or “Scheduled Hours” includes all hours scheduled pursuant to Article 15, Section D Posting of Job Schedules.

“Discretionary” time refers to time off that the employee earned which is subject to Article 22, Section C, ‘Scheduling’.



## 2019-2023 COLLECTIVE BARGAINING AGREEMENT

### **ARTICLE 40** **OPPORTUNITY TO NEGOTIATE**

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any matters not removed by law from the area of collective bargaining, and that the understandings arrived at by the parties hereto after the exercise of that right are set forth in this Agreement. Therefore, each of the parties hereto, for the life of this Agreement waives the right to bargain with respect to any matter referred to or covered in the Agreement, even though such matter may not have been within the knowledge or contemplation of either or both of the parties unless mutually agreed to by both parties.

**2019-2023 COLLECTIVE BARGAINING AGREEMENT**

**ARTICLE 41**  
**SEVERABILITY**

If any article of this Agreement should be held invalid by operation of law or a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

## 2019-2023 COLLECTIVE BARGAINING AGREEMENT

### **ARTICLE 42** **TERMINATION**

This Collective Bargaining Agreement (CBA) shall become effective upon notification of ratification. Such ratification shall follow notification from the Company that the Board of the Company has approved the CBA. Wage and Benefit changes shall become effective the first Monday following notification of ratification. This CBA shall remain in force from November 1, 2019 through October 31, 2023, and from year to year thereafter, until either party serves sixty (60) days written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this CBA. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement, on the expiration date, in the same manner as a notice of desire to terminate. Should either party fail to provide the required six (60) days' notice of a desire to terminate, modify, alter, renegotiate or amend the CBA, the CBA shall automatically renew for a period of one (1) year.

## **2019-2023 COLLECTIVE BARGAINING AGREEMENT**

### **LETTERS OF UNDERSTANDING (LOU)**

#### **Union Leave**

Any Employee of the Employer elected or appointed to office in the International Union or Local Union, UAW, shall, if s/he requests in writing, receive an unpaid leave of absence.

The Union may request, in writing, for seniority employees, an unpaid leave of absence for Union business, such as attending a Union convention, seminars, conferences or training and for the administration of this Agreement. The written request for the leave must specify the reason for the leave and the length of time off work for the leave. The Union should submit their request as soon as possible (a minimum of 5 working days if practicable) after becoming aware of their need for the requested leave.

Hours of work missed due to Union leave, as defined in this LOU, will be treated as hours worked for the purpose of overtime premium pay.

#### **Employee Introduction**

**10/28/15**

The Company will provide a copy of this Agreement and will introduce a new employee to their Bargaining Committee Representative within three (3) business days from the day that the employee begins work under this Agreement.

#### **IRC Section 125 Plan**

The Company has an IRC Section 125 Premium Only Plan to allow employees to set aside pre-tax dollars to pay health care premiums. The Company IRC Section 125 Premium Only Plan will be made available to all bargaining unit employees. The Company and the Union agree to encourage employees to participate.

#### **Paychecks**

**Revised: 10/30/15**

Employees will receive their paychecks on a weekly basis. Any paychecks that are incorrect by more than \$75.00 will be made up as soon as practicable.

#### **Work Shoe Reimbursement**

The Company agrees to reimburse employees up to \$75.00 per calendar year for vendor supplied work shoes to be purchased from a supplier designated by the Company. In order to be reimbursed, the employee must provide the written receipt for any purchase.

## **2019-2023 COLLECTIVE BARGAINING AGREEMENT**

### **Negotiation Pay**

Beginning with the next Collective Bargaining Agreement, the Company will pay a negotiation team of no more than four (4) members of the bargaining unit (if applicable under this Agreement) for time spent during face-to-face negotiations for a maximum of eight (8) hours per day. In the event there is a strike, there will be no pay for bargaining during any strike.

### **Cameras**

The Company will not use the cameras as the primary use in disciplinary action until an investigation is completed.

### **List**

A complete list on vacation, bonus and attendance will be provided to employees with the second paycheck of each month.

### **Training**

**10/29/15**

The Company supports the concept of providing training to employees so that, where practicable, more than one (1) employee will be trained for all positions. The parties recognize that training may not be possible during the first six (6) months of start of operations, upon shift preference, or based on the size of the classification or shift.

### **Approval of Time Off**

**11/6/19**

Alliance Interiors, in partner with Local 724, agrees to develop and implement a process that insures the timely response to employee request for time off approval. This is in accordance to Article 22, Section F, of the bargaining agreement. The Alliance Interiors' Operations Manager will monitor and enforce said process.

### **Janitorial Activity Training**

**11/6/19**

Alliance Interiors, in partner with Local 724, agrees to provide the necessary training (i.e., HazMat, Blood borne Pathogens, etc.) required to complete the task when cleaning restrooms, cafeteria and conference areas. In addition, the correct supplies will be provided to complete the aforementioned tasks.

### **Sign**

**11/6/19**

## **2019-2023 COLLECTIVE BARGAINING AGREEMENT**

Alliance agrees to permit Local 724 to display an approved Union logo sign on the West end of the building located at 4521 W. Mount Hope Highway. The sign shall be directly below the current Alliance Interiors sign and the same relevance in size. This is effective with this agreement.

### **Team Leader Selection**

**11/6/19**

Alliance Interiors, in partner with Local 724, agrees to develop and execute a cross functional team approach that will objectively select candidates for the Team Leader position. This will be effective with the agreement.

### **Weather**

**11/6/19**

When our customer is operating during periods of severe weather or when a weather State of Emergency has been declared, it is the expectation that Alliance Interiors employees will be operating as well, and all employees will be at work on time.

Although it may be difficult for employees to get to work in a timely manner during these times, if an employee is late for work or unable to get to work due to the severe weather or State of Emergency, the company will evaluate the situation on a case by case basis to determine if attendance points will be issued.

### **Employees Currently in Wage Progression During 2019 Contract Ratification**

**11/6/19**

Current employees in wage progression will remain at 3-year grow-in, but will have pay level advanced one and one-half (1 ½) years. This will take 8 employees to top wage, 1 employee from 80% to 95%, 1 employee from 75% to 90%, and 3 employees from 70% to 85%, effective pay week ending December 1, 2019.

**2019-2023 COLLECTIVE BARGAINING AGREEMENT**

**ALLIANCE INTERIORS LLC**

**INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA AND ITS  
AMALGAMATED LOCAL 724, UAW**

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Date: \_\_\_\_\_

**2019-2023 COLLECTIVE BARGAINING AGREEMENT**

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\_\_\_\_\_  
International Representative

Date:

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