

**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**RSDC OF MICHIGAN, L.L.C.**



**-and-**

**UAW LOCAL UNION 724**



**OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2020**

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

RSDC OF MICHIGAN, L.L.C.

AND

UAW LOCAL UNION 724

**Section 1 - Purpose**

This Agreement is made and entered into by and between RSDC of Michigan L.L.C., 1775 Holloway Drive, Holt, Michigan 48842, hereinafter referred to as the "Company" and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and its Local Union, 724, hereinafter referred to as "Union".

**1.1 Definition:** The purpose of this Collective Bargaining Agreement (CBA) is to provide for a method for resolving disputes, provide representation of the Associates, and establish a working relationship between the Company and the Union.

**1.2 Objective of Company:** It is the objective of the Company to operate a cost-efficient facility, which provides outstanding service to its customers through the highest standards of quality, productivity, accuracy and workmanship, as well as to ensure on-time delivery with an overriding commitment to the needs of its customers. The Company's commitment to excellence requires the active involvement of its Associates to create a safe work environment and to promote trust and concern for individual needs. To this end, the Union and Company and all of its Associates pledge their full cooperation to accomplish these goals.

**Section 2 - Recognition**

**2.1 Definition:** The Company recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and its Local Union 724, as the exclusive bargaining representative for its full-time seniority Associates employed by the Company at its plant located at 1775 Holloway Drive, Holt, Michigan 48842, who are employed as production or maintenance Associates after they have been employed for a minimum period of ninety (90) calendar days, but excluding all clerical Associates, Managers, Supervisors and guards as defined by the Act, and all other Associates.

Whenever the term "Associate" appears in this Agreement, it shall apply to seniority Associates of the bargaining unit employed by the Company covered by this Agreement. Whenever the gender is used in this Agreement, it shall be deemed to include both male and female.

**2.2 Associate Membership:** The Parties recognize that the Michigan Legislature has passed a law with an effective date of March 27, 2013, which makes it unlawful for them to enter into an agreement requiring membership in the UAW as a condition of employment. Accordingly, as long as the law remains in effect, this Agreement does not require employees to become or remain members in the UAW as a condition of employment and section **2.2 (a) will not be enforceable. Instead,**

**sections 2.2 (b) and 2.2 (c) will be in effect.** In the event that the Michigan law prohibiting union security is repealed or rendered unenforceable by court decision, section 2.2 (a) will again become immediately enforceable.

(a) All present Associates who are members of the Union on the effective date of this Agreement, or on the date of the execution of this Agreement, whichever is the later, shall remain members of the Union, in so far as permitted by law, as a condition of continued employment. All present Associates who are not members of the Union and all Associates who are hired hereinafter the effective date of this Agreement shall become and remain members of the Union as a condition of employment, in so far as permitted by law, after they have been employed for a minimum period of ninety (90) calendar days following the beginning date of their employment.

(b) 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.

(c) An employee who is not a member of the UAW at the time this Agreement becomes effective may become a member of the UAW at any time after employment and remain a member of the UAW for the duration of this Agreement.

**2.3 Dues Check-Off:** The Company will check-off monthly dues assessment and initiation fees each month as designated by the Financial Secretary-Treasurer of the Union or Local Union 724, on the basis of individually signed check-off authorization cards on forms agreed to by the Company and the Union, in accordance with the Union's Constitution and By-Laws.

At the time of employment, upon request of the individual employee, the Company will obtain from each Associate a voluntary execution of an authorization for check-off of union dues, and other fees on the form that is agreed upon. A copy of such authorization card for the check-off of union dues shall be forwarded to the Financial Secretary-Treasurer of the Local Union along with the membership application of such Associate. New check-off authorization cards other than those provided for will be submitted to the Company through the Financial Secretary-Treasurer of the Local Union at intervals of not more frequently than once each month. On or after the last day of each month, the Company shall submit to the Union a summary list of cards transmitted each month.

Deductions on the basis of authorization cards submitted to the Company shall commence with respect to dues for the month in which such card becomes effective. Dues for a given month shall be deducted from the second (2nd) pay period. In cases of earnings insufficient to cover deductions of dues, the dues shall be deducted from the next pay in which there is sufficient earnings, or a double deduction may be made from the first pay of the following month, provided that the accumulation of dues shall be limited to two (2) months. The Financial Secretary-Treasurer of UAW Local 724 shall be provided with a list of those Associates for whom double deductions have been made. All sums deducted shall be transmitted to the Secretary-Treasurer of UAW Local 724 not later than one (1) week after such deduction is made.

UAW Local 724 will be notified of the reason for non-transmission of dues in case of layoff, discharge, resignation, leave of absence, sick leave, retirement, death or insufficient earnings. Unless the Company is otherwise notified, the only Union membership dues to be deducted for payment to the Union from the pay of the

Associates who have furnished an authorization card shall be monthly union dues. The Company will deduct initiation fees when notified by notation on the list and assessments as designated by the Treasurer of Local 724. With respect to check-off authorization cards submitted directly to the Union, the Company will deduct initiation fees unless specifically requested not to do so by the Treasurer of Local 724 after such check-off authorization cards have become effective. The Financial Secretary-Treasurer of Local 724 shall be provided a list of those Associates for whom initiation fees had been deducted under this paragraph.

**2.4 Voluntary Contributions:** The Company agrees during the life of this Agreement to deduct from the pay of each Associate voluntary contributions to UAW - CAP, providing each Associate executes the appropriate authorization. The Company will deduct voluntary contributions from the fourth (4th) pay period of the month.

**2.5 Union Indemnification:** The Union shall save, hold harmless, and indemnify the Company against any and all claims, demands, lawsuits or any other form of liability that may arise out of or by reason of dues deduction or required union membership, or by an omission by the Company or Union.

### **Section 3 - Management Rights**

**3.1 Definition:** Except as expressly modified or restricted by specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights in accordance with its sole and exclusive judgment and discretion; reprimand, suspend, discharge or otherwise discipline Associates for just cause or violation of work rules in Sections 29 and 30; to determine the number of Associates to be employed; to hire Associates, determine their qualifications, and assign and direct their work; to promote, demote, transfer, layoff, recall to work, and rehire Associates; to set the standards of productivity, the products to be produced; and/or the services to be rendered; to maintain the efficiencies of the operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and numbers of hours and shifts to be worked by Associates, to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Company; to introduce new or improved methods, research, production, service, distribution, and maintenance methods, material, machinery, and equipment; to determine the number, location, and operation of departments, divisions, and all other units of the Company; to issue, amend, and revise reasonable policies, work rules and regulations and practices for the efficient operation of the Company, and to take whatever action is necessary and/or advisable to determine, manage, and implement the mission of the Company and to direct the Company's Associates. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **Section 4 - Representation**

**4.1 Definition:** For the purpose of representation of seniority bargaining unit Associates, and for administration of this Collective Bargaining Agreement, there shall be a bargaining committee consisting of one (1) bargaining unit member from each shift, and one (1) alternate bargaining unit member from each shift appointed or elected by the Union. Alternates shall only act in the absence of the regularly designated and assigned committee person. Bargaining committee persons shall only act on behalf of bargaining unit Associates on the shift they are assigned to represent. In addition, the Union may designate one of its members to act as bargaining committee Chairperson who shall be in addition to the foregoing shift representatives. The bargaining Chairperson may designate a member of the bargaining committee to act as bargaining Chairperson in his/her absence. The names of the shift bargaining committee persons and bargaining committee Chairperson shall be provided in writing to the Company by the Union. When an issue arises that pertains to Maintenance or Die Maintenance, the bargaining Chairperson may designate an Associate from Maintenance or Die Maintenance to assist with that issue.

**4.2 Bargaining Committee Member Representation:** Bargaining committee members shall be permitted to represent seniority Associates in disciplinary matters and present grievances to the Company for alleged violations of this Collective Bargaining Agreement. In carrying out this activity, bargaining committee members or the bargaining Chairperson will be allowed to leave their job assignment within the workplace to investigate or process a grievance, or attend to other union business. Bargaining committee members, or the bargaining Chairperson, shall be released from their job assignment not later than two (2) hours after the need arises to attend to union business. In cases of disciplinary action, a bargaining committee person shall be released as soon as possible. Bargaining committee persons or the bargaining Chairperson shall transact their business in a prompt, efficient and orderly manner, and shall be paid for such time spent on union business, and, thereafter, immediately return to work. The bargaining Chairperson will be permitted to use up to an additional twelve (12) hours and bargaining committee persons will be eligible to use up to an additional four (4) hours per scheduled workweek during regular working hours to attend to Company related Union business. The bargaining Chairperson/committee persons must give their Supervisor twenty-four (24) hours notice prior to using the hours.

**4.3 Admission to Facility:** The Union's International Representative shall, upon notification in advance to the Human Resources Manager or his/her designee, be admitted to the facility during an agreed upon time for the purpose of assisting in the adjustment of grievances or other union business. The UAW Local 724 President shall upon notification to the Human Resources Manager be admitted to the facility, at the request of the Bargaining Committee, during an agreed upon time for the purpose of assisting in contract negotiations or other Union Business.

**4.4 Union Business:** With permission, bargaining committee members may be absent from their assigned job to conduct union business with the Company. Bargaining committee members who leave the facility (1) to conduct Union business with the Company including grievance meetings, or other meetings regarding administration of this Agreement; and, (2) to prepare for meetings with the Company, with Company approval, during Company/Union negotiations (Section 36) of this Collective Bargaining Agreement shall be compensated for lost straight time wages. The bargaining

Chairperson shall be compensated for lost straight time wages for time spent meeting with the International Representative on business related to the administration of this Agreement. Bargaining committee members shall not be compensated for attending arbitration hearings.

### **Section 5 - Seniority**

**5.1 Probationary Period:** A bargaining unit Associate shall be deemed to be a probationary Associate until his/her ninety-first (91st) calendar day from the last date of hire. Any period of absence during the probationary period shall extend the probationary period equal to the period of absence. During the probationary period, an Associate may be discharged with or without cause and shall have no recourse to the grievance procedure contained in the Agreement, except where discharge is for Union activities.

The Company agrees that probationary Associates who are reduced and rehired within six (6) months of their hire date will be credited with time worked toward attaining their seniority.

The Company and the Union hereby agree that the Company shall provide a one-hour orientation period two times annually. Scheduling shall be by mutual agreement with the Company. This provision pertains to new employees only and employees may attend only one session.

This orientation agreement expires independent of the contract on September 30, 2020.

**5.2 Seniority:** Seniority shall be defined as a regular, non-probationary Associate's unbroken length of service with the Company in years, months and days since the Associate's most recent date of hire. Associates may acquire seniority only after successfully completing the probationary period. Associates who have completed the probationary period will be credited with time starting from the most recent date of hire.

Where two or more Associates have the same seniority date, the Associate with the lowest last four digits of their social security number shall have the greater seniority.

**5.3 Loss of Seniority:** Associates shall lose all seniority rights and be terminated if he/she:

- (a) Voluntarily quits;
- (b) Is discharged for just cause by committing a dischargeable offense under Section 29 or 30;
- (c) Retires from employment;
- (d) Is absent from work for three (3) consecutive working days without notification to the Company; unless the failure to report or contact the Company is for a reason that is satisfactory to the Company;
- (e) Fails to report to work following the expiration of an approved leave of absence, unless the failure to report or contact the Company is for a reason that is satisfactory to the Company;
- (f) Engages in employment while on an approved leave of absence, which is inconsistent with the reason(s) for the leave of absence or uses a leave of absence for other than the requested reason;
- (g) Fails to report for work when recalled from layoff within three (3) consecutive workdays after there has been delivery or first attempted delivery, of the notice of recall by certified mail to the Associate's last known address, unless the failure to report is for a reason that is satisfactory to the Company;

- (h) Is laid off for the greater of twelve (12) months or a period equal to the length of his/her seniority at the time of layoff, but not to exceed a maximum of sixty (60) months;
- (i) Is on a personal medical leave of absence for a period of eighteen (18) months, or a period of time equal to their plant seniority at the time the leave began, whichever is less; or is on a work related medical leave for the greater of eighteen (18) months or a period equal to the length of his/her seniority at the time the leave began, but not to exceed a maximum of sixty (60) months. Periods of leave of absence due to the same cause shall be considered the same period of leave unless separated by a return to work of at least fifteen (15) days.

A termination notice will be sent by certified mail to the Associate's address on record. A copy of such termination notice will be provided to the committee Chairperson within two working days, Monday through Friday. An Associate who is terminated under 5.3 or 10.6 will have five (5) workdays from delivery or first attempted delivery of the discharge notice to contact Human Resources to explain the reason(s) for his/her failure to report.

**5.4 Seniority List:** A current Seniority List will be furnished to the Union once every three (3) months or upon request, and a copy shall be posted on a designated bulletin board. Seniority Lists shall contain the name, seniority date, shift and current classification of each Associate appearing thereon.

**5.5 Transfer Position:** Any bargaining unit Associate transferred to a position outside of the bargaining unit will retain their accumulated seniority for seven (7) calendar days. An Associate who returns to the bargaining unit will be placed in an open position. If the Associate fails to return to the bargaining unit on or before the eighth (8th) calendar day, s/he shall lose all seniority.

**5.6 Seniority Rights:** Seniority rights for production Associates and maintenance Associates shall be on a plant-wide basis for production jobs, subject to the terms and conditions of the applicable provisions of this Agreement. Maintenance or Die Maintenance seniority shall be established as of date of entry to a Maintenance or Die Maintenance classification subject to the terms and conditions of the applicable provisions of this agreement and/or training program. Production, Maintenance and Die Maintenance Associates shall maintain their seniority separate from each other.

**5.7 Seniority - Layoffs 30 Calendar Days or Less:** A layoff of thirty (30) calendar days or less shall be by seniority within a Job Group. The Company shall first request volunteers in descending order by seniority within the Job Group. If insufficient Associates volunteer for the layoff, then the Company shall layoff, in addition to the volunteers, the least senior Associates within the Job Group in ascending order. Associates who accept a voluntary layoff for a period of time specified by the Company will be offered the opportunity to return to work if the layoff extends more than one week beyond the specified period. Recalls shall start with the most senior Associate within the Job Group on involuntary layoff in descending order by seniority. After all Associates on involuntary layoff have been recalled, Associates within the Job Group on voluntary layoff shall be recalled in ascending order by seniority. This provision may be extended beyond the thirty (30) calendar day period by mutual agreement between the Company and the Union.

**5.8 Seniority - Layoff of More Than 30 Calendar Days:** The Company shall remove all temporary Associates and probationary Associates prior to the layoff of seniority Production Associates. Seniority Production Associates will be laid off in ascending order by seniority starting with the least senior Production Associates. Recalls shall start with the most senior Production Associate on layoff in descending order by seniority, provided that they are capable of performing the work.

Maintenance and Die Maintenance layoffs shall be by classification beginning with the least senior Associates in ascending order by seniority as follows: (1) Trainees until the respective Trainee classification has been exhausted; (2) Associates until the respective Associate classification has been exhausted; and (3) Skilled. Recalls shall be in descending order of Maintenance or Die Maintenance seniority in the following order: (1) Skilled; (2) Associates; and (3) Trainees. Maintenance and Die Maintenance layoffs and recalls shall be separate from each other.

At time of layoff, Maintenance and Die Maintenance Associates may elect to displace the least senior production Associate, seniority permitting, provided that they are capable of performing the work, or shall be laid off.

**5.9 Seniority - Union Committee Members:** Members of the Union Committee and their alternates shall head the seniority list on their shifts during their term of office for shift preference, layoff, and reduction and recall purposes only, subject to the provisions of 5.6. The Chairperson of the Union Bargaining Committee shall head the seniority list on all shifts.

**5.10 Shift Preference:** Associates shall designate in writing their shift preference. Shift preference shall be awarded by seniority within a Job Group. Applications to change shifts will be honored within thirty (30) days of filing, seniority permitting, unless extended by agreement between the Company and Union. Once an application is honored, the Associate will not be eligible for further shift preference consideration for a period of six (6) months. The six (6) month period shall be waived for Associates who are reduced or demoted from a shift or a classification. The Company and Union may agree to grant early shift preference privileges to an Associate who demonstrates a need to do so for reasons beyond his/her control.

Seniority Associate's shift preference shall be honored prior to the placement of Probationary Associates. Probationary Associates, once placed, shall be subject to the bump process to accommodate a seniority Associate's shift preference. Only seniority Associates may exercise shift preference.

## **Section 6 - Vacancies, Transfers, Demotions and Reductions**

### **6.1 Vacancies**

- (a) Whenever the Company determines that a vacancy (regular or temporary) exists in a Classification, it shall post such job vacancy for seventy-two (72) continuous hours. Job postings shall contain the name of the Classification, Job Group, duties, shift, and rate of pay. The Company will provide Associates with job posting application forms.
- (b) Production job postings shall be awarded within seven (7) calendar days from the date that the posting expires. Postings that are not awarded shall be withdrawn. Associates who have been awarded production jobs will be assigned to the new job within fifteen (15) calendar days following the date of the award. Production job postings shall be awarded to the senior Associate who is capable of performing the work. Maintenance and Die Maintenance jobs shall be posted and awarded in accordance with their respective requirements.

- (c) An Associate that has been awarded a job posting may self disqualify **before** the seventh (7th) day on the new job.
- (d) During the first thirty (30) calendar days on the new job, the Company may disqualify a job awardee for not being capable of performing the job competently. During the first thirty (30) calendar days on the new job, the Company, Associate, and Union Representative will have weekly meetings to address the ability of the Associate to learn and perform the new job (except when not necessary). An Associate that is disqualified by the Company during the first thirty (30) calendar days will return to their previous position. The disqualified Associate and his/her Union representative will be given the reason for disqualification in writing.
- (e) An Associate awarded a job posting shall not be eligible to bid on another job with an equal or lower base wage rate for six (6) continuous months, unless disqualified or demoted by the Company or removed in a reduction in force.

## **6.2 Transfers**

- (a) The Company may temporarily transfer Associates between Equalization of Overtime (EOH) Groups at any time, not to exceed seven (7) calendar days in duration (not to exceed ninety (90) cumulative days annually on an individual basis) and cannot subsequently be transferred to the same position for a period of seven (7) calendar days, unless extended by agreement between the Company and the Union, requesting volunteers first, then by lowest seniority provided the Associate has the minimum (as defined by current training records) ability to safely and effectively perform the work. Employees temporarily transferred between EOH groups will equalize within their own job group only.
- (b) Associates temporarily transferred between EOH Groups will receive the higher rate of pay for time spent in the higher rated group, after one (1) hour of work. Associates temporarily transferred to a lower paying EOH Group will maintain their higher rate of pay.

## **6.3 Demotions**

- (a) The Company may demote an Associate from a (Job Group/Classification) for reason of repeated poor performance meaning lack of competence, or repeated poor workmanship, production of excessive scrap or serious unsafe conduct.
- (b) The Company will give an Associate entering the demotion process and his/her committeeperson written notice that specifies the reason(s) for possible demotion. Such notice and counseling shall be in the presence of a committeeperson. An Associate notified of possible demotion will then be monitored for not less than fifteen (15) calendar days except in cases of serious unsafe conduct. During the fifteen (15) day monitoring period for possible demotion, the Associate, his/her Union Representative, and his/her Supervisor will meet once a week to review the Associate's progress in the area(s) specified in the written notice for possible demotion. Thereafter, the Associate may be demoted. The Associate and his/her committeeperson will receive written notice of the demotion. Associates who have engaged in serious unsafe conduct may be demoted immediately. The Company and Union may mutually agree to waive the fifteen (15) calendar day monitoring at the request of an Associate. In the event that a weekly meeting is delayed by the Company, the fifteen (15) day period shall be extended on a day-for-day basis up to a cumulative maximum of thirty (30) calendar days.

- (c) Demoted Associates will be first placed in an open job according to their shift preference, seniority permitting. If no open job exists according to their shift preference, the demoted Associate will be placed in an open job, seniority permitting. Associates demoted from the Team Leader classification will be assigned to an open job in the following order starting with the EOH/Job Group corresponding with his/her former position as Team Leader; EOH Group, Job Group, Shift, Production. Demoted Associates will not be permitted to bid on the job demoted from for a period of one (1) year from the date of the demotion. Placement of the demoted Associates shall be determined only after conference with the Union.
- (d) Vacancies created by demotions will be filled according to Section 6.1.
- (e) Demoted Associates shall not be disciplined for the same event giving rise to the demotion.
- (f) Demotions are subject to the Grievance Procedure.
- (g) Team Leaders whose accumulated attendance points total falls to two (2) points or below shall be immediately demoted.

#### **6.4 Reductions (Production)**

A reduction shall be by seniority within the EOH Group/Classification. The Associate(s) with the lowest seniority will be removed from the EOH Group and will, seniority permitting, be placed as follows: 1) within the EOH Group; 2) within the Classification; 3) within Production. The Union and the Company, by mutual agreement, may place an Associate in an open position prior to (1) above. When multiple reductions occur simultaneously, Associates will be placed in order by seniority.

#### **6.5 Return to Former Job Group**

Associates reduced from a Job Group shall have recall rights to that Job Group for up to one (1) year unless the Associate has been awarded another job. Associates have the right to refuse the recall.

### **Section 7 - Maintenance and Die Maintenance Training Program**

#### I) Purpose

The purpose of this training program is to provide the Company with highly qualified Maintenance and Die Maintenance Associates and to provide opportunities for internal candidates to enter the Maintenance or Die Maintenance groups. Therefore, extreme care must be exercised in the selection of individuals and that the methods of training are uniform and sound in order to equip them with the necessary skills and knowledge to perform in a professional manner and to further assure the Company of proficient Associates at the conclusion of the training period.

#### II) Definitions

- A) The term "Company" shall mean the RSDC of Michigan L.L.C., Holt, Michigan facility.
- B) The term "Union" shall mean the duly authorized representatives of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, U.A.W. and its Local Union 724.
- C) "Training Agreement" shall mean a written agreement between the Company and the person employed as a trainee.

- D) "Training Program" shall mean this entire document, including these definitions.
- E) Maintenance and Die Maintenance Skilled refers to Maintenance and Die Maintenance Journeyperson. Maintenance and Die Maintenance Associate refers to Associates who have successfully completed all requirements of this training program, or equivalent program. Maintenance and Die Maintenance Trainee refers to Associates who are participating in this program.

III) Selection of Trainees

- A) RSDC of Michigan is an equal opportunity employer. Neither the Company nor the Union shall discriminate in any manner whatsoever against any person because of race, sex, color, religion, national origin, age, handicap status, veteran status, or union activity.
- B) When the Company decides to add a trainee or trainees, the job will be posted. Applicants will complete the Maintenance Training Application. Applicants may be either current employees of the Company (internal applicants) or non-employees (external applicants).
- C) Applicants must have a high school diploma or GED.
- D) Applicable education and work experience will be considered along with attendance (a minimum of 6 points under the current attendance system), work record and work history for internal applicants. External applicants will be evaluated based on reference and educational checks. Successful applicants will participate in an assessment process including tests and interviews. Internal applicants who successfully complete the assessment process will be offered the position(s) prior to external applicants. If two or more internal applicants are considered to be equal by the Company, the applicant(s) will be offered the position in order of seniority.
- E) The acceptance or rejection of applicants shall not be subject to review through the grievance procedure.
- F) The applicants shall be given the opportunity to review this program before they are offered a trainee position.
- G) Each trainee shall sign agreements with RSDC of Michigan agreeing to the terms of these standards.
- H) All records of trainees will be maintained for at least five (5) years from the date the trainee completes or exits this training program.

IV) Credit for Previous Experience and Education

- A) Applicants who have had previous employment and/or educational experience, have applied to become Maintenance or Die Maintenance Trainees, and are selected may be allowed credit in accordance with the training standards for applicable experience. It is the responsibility of the applicant to submit such verified evidence of experience or training. Trainees may apply for credit toward trainee educational requirements for college classes previously completed. Requests must be in writing and accompanied by a college transcript. In order to receive credit, the completed course must be evaluated and approved by Lansing Community College.

- B) Returned veterans may have their service work record evaluated and credit given on the training program for applicable practical experience and schooling gained in the armed services in accordance with the provisions in A.
  - C) Credit for previous experience and education requirements shall be given to trainees at the time they have satisfactorily documented and demonstrated that they possess such experience and are able to successfully perform the work.
  - D) When credit for documented previously acquired experience, education, training, or skills is granted, the applicant or trainee will be placed at the appropriate wage level.
- V) Term of Training Program
- The term of the training program shall be sixty (60) months.
- VI) Evaluation and Removal
- A) During this training program, the trainee will be evaluated a minimum of every six (6) months. If the trainee is unable to meet or is not meeting both the education and work requirements, the trainee may be removed from the training program.
  - B) Maintenance or Die Maintenance Management will conduct evaluations with input from the Maintenance or Die Maintenance Skilled and Maintenance or Die Maintenance Associates who have worked with the Trainee.
  - C) If a trainee is not making acceptable progress, Maintenance or Die Maintenance Management, an HR representative, the Union Chairperson and a Maintenance or Die Maintenance Skilled/Associate with knowledge of the trainee's performance will meet to review the trainee's progress and to develop a course of action. The trainee may be extended for up to an additional six (6) months by mutual agreement. At the end of the additional six (6) months, the trainee must be making acceptable progress in order to remain in the training program.
  - D) The Human Resources Department will maintain trainee records including evaluations, time worked, courses taken, and grades received. These records will be maintained for a minimum of five (5) years from the date the trainee completes or exits the training program.
  - E) The trainee may be removed from the training program if s/he fails to maintain acceptable attendance - defined as at least six (6) or more attendance points under the current attendance policy - throughout the program.
  - F) If the trainee was transferred from production and is removed from the training program prior to completion of the training program, s/he will return to production in accordance with the terms of the Collective Bargaining Agreement.
- VII) Hours of Work/Overtime
- A) Trainees shall be subject to the same conditions as others in the department.
  - B) Trainees will be credited with Company paid time spent on vacation, PPAT/PTO days, holidays, bereavement, jury duty, union leave, other than full-time, and maternity/paternity/marriage leave as time worked toward meeting the requirements of this program.
  - C) Maintenance or Die Maintenance Trainees will constitute their own overtime equalization group.
  - D) Trainees will not be required to work overtime in conflict with Company approved class schedules.

VIII) Discipline

- A) The Company reserves the right to discipline any trainee and to cancel the training agreement at any time for cause pertaining to the training such as failure to make acceptable progress, unsatisfactory work, failure to attend classroom instruction regularly (with passing grades), and lack of interest in their work or education. This shall not limit the right of the Company to discipline trainees for violations of the work rules applicable to all Associates.
- B) Trainees who are removed from the training program and have rights to return to production will be assigned in accordance with the Collective Bargaining Agreement.

IX) Wages and Training Requirements

- A) Trainees will be paid on a progressively increasing schedule and will participate in contractual wage increases. The following schedule shall apply:

Months	Trainee Hourly Rate	Other Requirements
Start Training	Start \$3.75 below Maintenance or Die Maintenance Associate	Maintenance or Die Maintenance Associate hourly rate - \$3.75 = Maintenance or Die Maintenance Trainee hourly Rate
6 Months	\$0.35 Increase	
12 Months	\$0.35 Increase	Must be making satisfactory training and class progress and have successfully completed 4 or more classes
18 Months	\$0.35 Increase	
24 Months	\$0.35 Increase	Must be making satisfactory training and class progress and have successfully completed 7 or more classes

30 Months	\$0.35 Increase	
36 Months	\$0.35 Increase	Must be making satisfactory training and class progress and have successfully completed 11 or more classes
42 Months	\$0.35 Increase	
48 Months	\$0.35 Increase	Must be making satisfactory training and class progress and have successfully completed 14 or more classes
54 Months	\$0.35 Increase	
60 Months	\$0.60 Increase	Must have successfully completed all training and class requirements

Wage increases will be effective the first of the week following completion of all of the requirements.

- B) All training requirements, class requirements and work requirements must be completed before the trainee will be considered for promotion to Maintenance or Die Maintenance Associate. Trainees shall not be promoted to Maintenance or Die Maintenance Skilled prior to successfully completing this training program.
- C) Trainees will not be paid for hours spent in class.
- D) Trainees who are given credit for previous experience will be paid the wage rate for the scheduled period to which such credit advances them if class requirements have also been completed.
- E) Educational expenses for required classes will be covered 100% by the Company if the trainee receives a minimum grade of "C". The eight (8) credit limit in the Collective Bargaining Agreement does not apply to classes taken to fulfill the requirements of this program. The trainee will complete education assistance forms and provide tuition invoices, book receipts and grades to the Company. Trainees who receive grades less than "C" will be reimbursed in accordance with the Collective Bargaining Agreement.
- F) Time spent in classroom instruction shall not be considered time worked in computing overtime.
- G) Each trainee must satisfactorily complete the required courses with a grade of "C" or better in each course. Trainees who do not attain a "C" in any course may repeat the course once at his/her own expense.
- H) Classes other than those listed in the schedule may be substituted upon approval of the Company.

- X) Safety Practices
- A) The trainee's supervisor or instructor shall promote safe work habits in order to keep the trainee informed of all methods necessary to perform all phases of their work in a proper and safe way without taking unnecessary risks or shortcuts on the job.
  - B) Trainees shall be provided with required Maintenance or Die Maintenance training in addition to regularly scheduled safety training during this program.
  - C) The Company shall exercise reasonable precaution for the safety and health of the trainee. The trainee shall comply with all applicable requirements pertaining to Federal (OSHA), State (MDEQ), State (MIOSHA), and Company Safety, Health and Environmental Policies and Procedures.
- XI) Supervision of Trainees
- A) Trainees shall be under the direction of Management to which assigned. Management is authorized to move trainees between assignments in accordance with their proficiency and Maintenance or Die Maintenance department needs.
  - B) Management will inform the Union prior to major changes in the training schedule or shift changes and will meet at the request of the Union to discuss these changes.
- XII) Number of Trainees
- The number of trainees shall be determined by the Company.
- XIII) Seniority
- A) Trainees may designate a shift preference using Maintenance or Die Maintenance seniority; however, Management retains the right to assign trainees to other shifts for training purposes. Trainees will not be assigned to shifts when the shift assignment would conflict with a Company approved class schedule.
  - B) Upon satisfactory completion of the training program, the trainee will establish seniority equal to his/her length of continuous service in the Maintenance or Die Maintenance classification, dating from his/her entry date into the Maintenance or Die Maintenance trainee classification.
  - C) In the event of a reduction in workforce, trainees will be reduced in accordance with the Collective Bargaining Agreement in line with their date of entry into this training program.
  - D) Trainees who return to production due to a reduction in force will retain their Maintenance or Die Maintenance seniority for a minimum of two (2) years, or up to a period of time equal to that seniority, but will not accumulate Maintenance or Die Maintenance seniority while working outside of the Maintenance or Die Maintenance classification. Entry dates for trainees who return to this program following a reduction in force will be adjusted.

#### XIV) Training Agreements

Training agreements entered into under these training standards shall contain a clause making the standards part of the agreement with the same effect as if expressly written therein. For this reason each applicant shall be given an opportunity to read this training program before signing his or her training agreement.

The following shall receive copies of the training agreement:

- A) The trainee;
- B) The Company;
- C) The local Union.

#### XV) Modification of Training Program

During the term of this 2017-2020 Agreement, the Union, the Company, (including Human Resources), and the International Union agree to meet and evaluate the current Maintenance and Die Maintenance training program. Among the issues to discuss will be how to better provide opportunities for those within the bargaining unit to become eligible for and/or considered for movement into skilled positions. The Parties further agree to commence discussion as soon as practical but before expiration of the current 2017-2020 contract.

The Company may, following a discussion with the Union, change the educational requirements and hands-on training outline. Other sections of this training program may be changed by mutual agreement.

### **Section 8 - Subcontracting**

**8.1 Company's Right to Subcontract:** The Company may subcontract bargaining unit work provided:

- (a) The Company shall first confer with the Union and state the purpose for such subcontracting in writing to the Union.
- (b) The Company shall provide the Union with a reasonable period, not to exceed five (5) calendar days from the date of notice of its intent to subcontract, for the purpose of the Company and Union to meet and discuss the subcontracting in detail, and provide an opportunity to meet and confer with its membership in response to such contracting out notice by the Company.
- (c) At the expiration of the reasonable period, not to exceed five (5) calendar days, the Company may subcontract work that was contained in the notice of subcontracting.
- (d) In the event of an emergency breakdown, or a demand by a customer, the Union shall confer immediately with the Company and provide an immediate response regarding such written subcontracting notice within twenty-four (24) hours of the notice of its intent to subcontract out such work. The obligation of the Union to meet and confer with the Company regarding such emergency breakdown or customer demand shall be immediate. Failing to confer immediately, shall waive the right of the Union to bargain and/or confer with the Company regarding such immediate need for contracting out.

**8.2 Subcontracting During Layoff:** The Company shall not subcontract production work while production Associates are laid off. However, the Company shall not be restricted in subcontracting maintenance work where such subcontracting is in the nature of repairing a breakdown of major proportion, or similar condition, and only a notice shall be required, but not an obligation to bargain or confer.

**8.3 Vendors/Suppliers:** The Company may subcontract to vendors or suppliers where such work is performed under warranty without restriction or notice.

**8.4 Direction by Customer:** The Company may contract out work without restriction or obligation to bargain where such contracting out is performed at the direction of the customer. In such circumstances, the Company shall have no duty to confer or bargain with the Union, but shall only be required to provide written notice to the Union of the nature and reason for such contracting out.

## **Section 9 - Non-Discrimination**

**9.1** The Company and the Union agree to carry out their respective obligations under this Agreement in a non-discriminatory manner without regard to race, color, national origin, sex, sexual orientation, religious affiliation, age, disability, veteran status, union activity, or other protected class under state and federal law; and to work together to maintain a work environment free of discrimination and harassment.

## **Section 10 - Leaves of Absence**

**10.1 Bereavement Leave:** In the event of the death of a member of the immediate family of a seniority Associate, time off with pay will be provided for the purpose of attending to the personal matters associated with the bereavement and attendance of the funeral or memorial service (traditional or otherwise). Additional time off without pay may be granted by the Human Resources Manager.

Four (4) regularly scheduled workdays of absence, a maximum of thirty-two (32) hours pay, will be provided in the event of the death of the Associate's parent, spouse, child or stepchild.

Three (3) regularly scheduled workdays of absence, a maximum of twenty-four (24) hours pay, will be provided in the event of the death of the Associate's stepparent, natural grandparent, great-grandparent, grandchild, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or person for whom the Associate is the legal guardian.

Associates shall be granted one (1) day paid bereavement leave for attendance at the funeral or memorial service (traditional or otherwise) in the event of the death of the grandparent or great-grandparent of the Associate's current spouse and one (1) day unpaid bereavement leave for attendance at the funeral of the Associate's, aunt, uncle or current spouse's aunt or uncle.

The scheduled time off shall be for consecutive scheduled workdays, one of which shall be the day of the funeral or memorial service (traditional or otherwise). Bereavement leave will be scheduled before and/or after if the funeral or memorial service (traditional or otherwise) falls on a non-workday. Associates are required to furnish proof of death, relationship to the deceased to be eligible for payment or unpaid bereavement leave.

**24/7 Work Schedule:** Associates will be eligible for up to thirty-six (36) hours of pay to be used in 12 or 6-hour increments (4 day leave); and up to thirty (30) hours of pay to be used in 12 or 6-hour increments (3 day leave) for scheduled time missed.

## **10.2 Family Medical Leave Act/ Medical Leaves of Absence**

### **(1) Family Medical Leave Act (FMLA)**

- (a) An Associate who has been employed by the Company for twelve (12) months and who completed at least 1250 hours of work during the twelve (12) month period immediately preceding the commencement of such leave, will be entitled to a leave under the Family Medical Leave Act of 1993 in accordance with its provisions and this Section.
- (b) For purposes of determining an Associate's leave entitlement under the Act, the fifty-two (52) week period immediately preceding the commencement of leave under the Act shall be the applicable measuring period.
- (c) Any term or condition not covered by the terms of this Collective Bargaining Agreement regarding the Family Medical Leave Act shall be governed by the actual terms and specific conditions set forth in the Family Medical Leave Act.
- (d) Failure to return to work on the expiration of an FMLA leave shall constitute a voluntary quit of employment.
- (e) Associates must utilize fifty percent (50%) of their earned but unused vacation time when using FMLA leave. In the event that more than one-half (1/2) (six (6) of twelve (12) weeks) of the leave is taken on an intermittent basis, the Associate must utilize one-hundred percent (100%) of earned but unused vacation.
- (f) Associates on FMLA leave of absence will continue benefit coverage as specified by FMLA. Associates will be responsible for payment of their portion of benefit costs while on leave.

### **(2) Short-Term Disability/Long-Term Disability/Personal Medical Leave/Benefit Continuation**

Seniority Associates may request a medical leave of absence by providing medical documentation specifying the medical condition, duration or approximate duration of the condition, job functions that the Associate is able to perform and/or any restrictions, and dates of treatment. Extensions for additional medical leave of absence may be applied for in the same manner as the original leave. Associates must provide the Company with additional medical documentation on or before the return to work date, or estimated date, specified on their medical documentation, or return to work.

- (a) **Short-Term Disability (STD):** Associates are eligible for up to twenty-six (26) weeks of short-term disability insurance as described in 23.5.
- (b) **Long-Term Disability (LTD):** Associates are eligible for long-term disability insurance as described in 23.6.
- (c) **Personal Medical Leave:** Associates who do not qualify for FMLA, STD or LTD shall be granted a personal medical leave of absence by satisfying the requirements under 2 above.
- (d) **Benefit Continuation:** Associates on an FMLA covered leave of absence will continue benefit coverage as specified by FMLA. Associates will be responsible for payment of their

portion of benefit costs while on leave. Associates who are not eligible for or who have exhausted FMLA, except as noted in 10.7, may continue their health insurance while on STD for up to seven (7) weeks by paying thirty percent (30%) of the total cost of the selected benefit(s) and for an additional seven (7) weeks by paying fifty percent (50%) of the total cost of the selected benefit(s) for a total of fourteen (14) weeks. Associates may continue their health insurance while on LTD by paying seventy-five percent (75%) of the total cost of the selected benefit(s) until the Associate loses seniority rights under 5.3 (i). The cost of the benefit(s) will be deducted from STD/LTD or paid to the Company by the Associate no later than the first day of the applicable month. Associates may thereafter continue insurance benefits by making the appropriate COBRA election(s) and paying the required premiums. Associates on personal medical leave will be responsible for the full cost of their benefits.

**10.3 Jury Duty:** Seniority Associates who are required by law to report for the purpose of serving as a juror in a Federal, State or local jury will be granted time off with pay. Associates called for jury duty will be required to provide the Company with a copy of the subpoena, jury certificate, court order or other document from the court that the Associate is required to report for jury duty before such leave is granted, and shall provide regular documentation for the continuance of jury duty leave. Associates not required to serve as a juror on a particular day, must report for their regular assigned shift. Associates who report for jury duty on a particular day shall be paid eight (8) hours of straight time pay.

Jury duty pay will be limited to eight (8) hours of straight time pay, not to exceed forty (40) hours in any one workweek, one hundred sixty (160) hours in any one calendar year. Associates shall not be compensated for lost overtime, shift premium or other wage premiums. Associates serving on jury duty will be eligible for holiday pay.

All compensation received from a court for serving as a juror must be endorsed and delivered to the Company. In the event an Associate works their regular scheduled shift in addition to performing juror service, they will be paid both jury duty pay and their regular earnings.

24/7 Work Schedule: Jury duty pay will be limited to pay for scheduled hours not to exceed forty-two (42) hours in any one workweek; and one hundred sixty-eight (168) hours in any one calendar year.

**10.4 Maternity/ Paternity/ Marriage Leave:** Seniority Associates will be excused from work for the two (2) day period on, before or after the birth of their child, or their marriage. Associates will receive eight (8) hours straight time pay for each excused day of absence. Additional time may be granted pursuant to the terms and conditions of the Family Medical Leave Act.

24/7 Work Schedule: Associates will receive twelve (12) or six (6) hours of straight time pay for scheduled hours up to a maximum of twenty-four (24) hours of pay.

**10.5 Military Leave:** Associates serving in military reserve units or National Guard must provide the Company with notice of Reserve or National Guard duty as far in advance as possible. Military orders for Reserve duty or National Guard duty must be provided to the Human Resource Department prior to such leaves of absence.

The Company will pay the difference between military salary, and the base rate of pay for each day absent up to a maximum of five (5) days in any workweek, for a maximum of ten (10) days in any one calendar year. Holiday pay will be paid as part of the base rate of pay while on military reserve duty.

Associates who return to work from military leave on a Saturday will be credited with hours of military duty toward determining overtime pay.

Associates performing military service to the United States, or who are called to active duty status, shall be employed or re-employed pursuant to applicable Federal and State law.

Associates shall not be discriminated against in the administration of this Collective Bargaining Agreement by reason of their membership in military service to the United States or any state thereof.

The Company and Union agree to meet to evaluate the appropriateness of extending certain provisions of the Agreement to Associates serving in military reserve or National Guard units who, in the future, are called to special active duty (i.e. in situations similar to the events following September 11, 2001).

24/7 Work Schedule: The Company will pay the difference between military salary, and the base rate of pay for each scheduled day absent up to a maximum of forty-two (42) hours pay in any workweek and a maximum of eighty-four (84) hours pay in any one calendar year.

**10.6 Unpaid Leave of Absence:** Seniority Associates may apply for an unpaid leave of absence for personal reasons. Such leaves will be granted up to a maximum of thirty (30) calendar days per application. Granting of such unpaid personal leave of absence shall be in the sole discretion of the Company. An Associate who is granted an unpaid leave of absence for personal reasons must use all of his/her unused time off (vacation, etc.) prior to beginning the unpaid leave of absence. The Human Resources Manager may make exceptions to the use of time off prior to granting an unpaid personal leave.

Associates granted unpaid leaves of absence in excess of five (5) days per calendar year shall be individually responsible for payment of insurance premiums for health, life or other benefits while on such unpaid personal leave of absence. Associates must return on the first day following the last day of their unpaid personal leave of absence or they shall be considered to have voluntarily quit their employment.

**10.7 Workers' Compensation Leave:** Workers' Compensation shall be governed by Workers' Compensation law. Seniority Associates will be provided fully paid health, life, and other regular insurance benefits for up to a total of eighteen (18) months while on an approved occupational leave of absence. Associates may continue their health insurance after exhausting the fully paid coverage by paying fifty percent (50%) of the total cost of the selected benefit(s) until the Associate loses seniority rights under 5.3 (i).

**10.8 Seniority During Leave:** Seniority shall accumulate during leaves of absence in accordance with 5.3. Periods of leave of absence due to the same cause shall be considered the same period of leave unless separated by a return to work of at least fifteen (15) days.

**10.9 Return to Work Physical:** Associates on a leave of absence of twenty-eight (28) calendar days or more shall be required to submit to a complete return to work physical, including drug screen, before returning to work.

**10.10 Return to Work/Fitness for Duty Physical and Impartial Medical Opinion (IMO):** An Associate returning from a sick leave or after serious illness or injury, must provide an acceptable physician's statement to the Company regarding their fitness for duty and nature of work which the Associate is able to perform. The Company may require, at its own expense, the Associate to submit to a return to work physical, for determination of fitness for duty.

The Company may, at its own expense, require an Associate to submit to a fitness for duty physical to verify the need for medical leave or restrictions.

In the event that the Company's physician and the Associate's physician disagree regarding the non-occupational physical condition of an Associate, both physicians or a neutral party shall select a specialist in the field of medicine in which the Associate's illness or injury exists and shall be bound by the opinion of the selected physician. The Company shall pay the cost of this impartial medical opinion. The Associate shall not be required to return to work until cleared by the IMO physician, unless released to return to work by his/her physician.

FMLA regulations apply to Associates covered by FMLA.

Workers' Compensation regulations apply to Associates who have an approved occupational illness or injury.

## **Section 11 - Alternative Work Schedules**

**11.1 Alternative Work Schedules:** The Company may develop and implement work schedules in addition to the schedule described in Section 13 and the 24/7 schedule. The Company will give the Union no less than forty-five (45) days notice of the need for an alternative schedule and will meet with the Union to negotiate the terms and conditions of the work schedule. If the Company and Union cannot agree on the terms and conditions of the work schedule within forty-five (45) days, the Company may implement a schedule. The schedule shall be distributed and published for all bargaining unit members. The schedule shall reflect starting and quitting times for each shift and designate regular days off. Whenever it becomes necessary to modify or delete any or all portions of the alternative work schedule, the Company shall provide a copy to the Union and Associates.

**11.2 Selection of Regular Days Off:** Associates shall be permitted to select regular days off that are designated by the alternative schedules on the basis of their qualification to perform the work identified on the schedule, and their seniority. Selection shall be limited to the specific designations provided in the work schedule.

**11.3 Overtime Rates of Pay:** Associates shall be paid at the rate of time and one-half ( $1 \frac{1}{2} X$ ) for all hours worked in excess of forty (40) hours in a workweek, and double (2X) time for all hours worked on their seventh (7th) consecutive day of work.

**11.4 Sunday Not a Premium Workday:** Whenever this Section 11 of the Agreement is implemented, Section 18.1, regarding Sunday double time rate of pay, shall not be in effect, and Section 11.3 shall govern overtime rates of pay.

**24/7 Work Schedule:** The Company agrees to pay double time as follows: 1) for all hours worked on the seventh (7th) consecutive day in the workweek; 2) for all hours worked in excess of fifty-four (54) hours worked on the seventh (7th) consecutive day worked (Refer to Grievance 3600, Step 3 Revised for examples); and, for all hours required to work on an unscheduled Sunday (For example, A shift Associate works B shift Sunday). When an Associate is paid double time for any hours on a seventh (7th) day or a Sunday, a new seven (7) day period starts on the following day. Hours paid at double time shall not be included in the calculation of other overtime hours consistent with no pyramiding of overtime.

The fifty-four (54) hour requirement will be waived for Associates who are scheduled six (6) hours or more on a sixth (6th) or seventh (7th) consecutive day and who report to work but are sent home by their supervisor due to lack of work before completing at least six (6) scheduled hours.

A voluntary overtime sign up roster (VOSUR) shall be posted for Associates to sign up for overtime opportunities.

**11.5 Notice:** Before implementation of an alternative work schedule, the Company shall give fourteen (14) days written notice to the Union and Associates in addition to the forty-five (45) days notice in 11.1.

## **Section 12 - Grievance and Arbitration Procedure**

**12.1 Definition:** A grievance is defined as an allegation by a seniority Associate or the Union that the Company has violated a specific Section of this Agreement.

**12.2 Step Procedure:** The following step procedure shall be used exclusively to process all grievances:

**Step 1:**

Not later than fifteen (15) working days after the event giving rise to the grievance, or when the Associate should have had knowledge of the event giving rise to the grievance, the Associate or committeeperson must orally discuss the dispute or complaint with his/her immediate Supervisor. The immediate Supervisor shall then orally respond to the Grievant or committeeperson not later than three (3) working days after the oral discussion.

**Step 2:**

If the grievance is not settled in Step 1, the committeeperson, not later than five (5) working days after the Company's oral response in Step 1, must submit a written grievance to the department General Supervisor or Manager. Grievances involving human resources issues may be initiated at this step and submitted to Human Resources not later than eight (8) working days after the event giving rise to the grievance, or when the Associate should have had knowledge of the event giving rise to the grievance. The designated General Supervisor or Human Resources representative shall then meet and confer with the Union committeeperson and/or Chairperson within five (5) working days of the receipt of the grievance and then render a written answer to the grievance within five (5) working days after such meeting is held to discuss the grievance.

**Step 3:**

If the grievance is not settled in Step 2, the Union, not later than five (5) working days after receipt of the Step 2 written answer, may file a written appeal of that answer to the Human Resources Manager, or designee(s). At a mutually agreeable time to the Union and Company, a meeting with representatives of the Company, and the Union committeeperson and/or Chairperson shall be scheduled to discuss the grievance within fourteen (14) calendar days of the Step 2 answer by the Company. The Human Resources Manager, or designee, shall render a written answer within eight (8) working days after the conclusion of such meeting called to discuss the grievance.

**Step 4:**

If the grievance is not settled in Step 3, the Union, not later than five (5) working days after receipt of the Step 3 answer, may file a written appeal of that answer to the Human Resources Manager, or designee(s). At a mutually agreeable time to the Union and Company, a meeting with representatives of the Company, the International Union representatives, and the Union committee shall be scheduled to discuss the grievance within thirty (30) calendar days of the Step 3 answer by the Company.

The Human Resources Manager, or designee, shall render a written answer within ten (10) working days after the conclusion of such meeting called to discuss the grievance. Such answer shall become final and binding upon the Associate, the Union, and the Company unless it is timely appealed to arbitration by the Union as set forth in the following Sections.

**Mediation:**

The Parties agree to mediate (FMCS) a grievance that has concluded Step 4. However, mediation shall only be for discharge but not including discharges related to attendance or substance abuse matters.

Both Parties agree mediation shall be for a period of four (4) hours or less. The request to mediate must be made by the moving party within five (5) calendar days in writing and shall serve to toll the time limits until the mediation process is complete.

**12.3 Appeal to Arbitration:** Any grievance as defined in Section 12.1 of this Section, that has been properly and timely processed through the grievance procedure set forth in this Section and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Company with written notice of its intent to appeal. The failure to appeal the grievance to arbitration in accordance with this Section within fifteen (15) working days after receipt of the last written answer of the Company in Step 4 of the Grievance Procedure as set forth in this Section, shall constitute a waiver of the Union's right to appeal to arbitration and the written answer of the Company at Step 4 of the Grievance Procedure shall be final and binding upon the aggrieved Associate, the Company and the Union.

**12.4 Grievance Submission:** Not later than ten (10) working days after the Union serves the Company with written notice of intent to appeal a grievance to arbitration, the Union shall submit such grievance to the American Arbitration Association (AAA). Thereafter, the Union and Company shall proceed in accordance with the policies, procedures and practice requirements before the American Arbitration Association. The AAA shall provide a list of fifteen (15) Michigan based attorney arbitrators.

Not later than the commencement of an arbitration hearing, the Company and Union shall fully disclose to each other all relevant facts, evidence, witness(es), documents, photos, drawings, transcripts, depositions, recordings or any other item that either may rely upon in the presentation of its case in arbitration. Failure to disclose such information shall not bar its admission in any arbitration proceeding, but shall require an arbitrator to provide the receiving party sufficient time to prepare upon receipt of such information.

**12.5 Appointment of Arbitrator:** The jurisdiction and authority of an arbitrator appointed by the American Arbitration Association to hear grievances arising under this Agreement, shall confine their opinion and award exclusively to the interpretation and/or application of specific and express provisions of this Agreement at issue between the Company and Union. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure or work group. The arbitrator shall not hear or decide more than one (1) grievance at a time without the mutual consent of the Company and Union. The written award of the arbitrator on the merits of any grievance adjudicated within their jurisdiction and authority shall be final and binding upon the aggrieved Associate, the Union and Company.

**12.6 Fees and Expenses:** 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.

**12.7 Grievance/Answer Signatures:** All grievances presented in writing shall set forth the facts giving rise to the grievance, the provisions of the agreement alleged to have been violated, the names of the aggrieved Associates, any protested Associate, and the remedy requested. All grievances shall be signed and dated by the aggrieved Associate or their Union committeeperson. All written answers submitted by the Company to the Union shall be signed and dated by an appropriate Company representative.

**12.8 Discipline/Discharge Grievance:** All grievances alleging unjust discipline or discharge shall be initiated at Step 2 of the Grievance Procedure within five (5) working days from the date of discipline or discharge. The Company shall immediately provide a copy of the notice of discipline or discharge to a Union committeeperson detailing the facts of the case. Any earnings from unemployment compensation, disability benefits, and workers' compensation benefits will be deducted from an award of back pay, if any.

**12.9 Time Limits:** The time limits set forth in these Sections are the essence of this Agreement. No grievance shall be accepted by the Company unless it is submitted or appealed within the time limits set forth in these Sections. If the grievance is not timely submitted it shall be deemed to have been waived by the Union and Associate. If the Company fails to answer the grievance within the time limits as set forth in these Sections, the grievance shall automatically proceed to the next Step. However, the Parties may mutually agree to extend any time limit in this Section in writing. The time limits set forth in this Section shall not count Saturday, Sunday or holidays.

**12.10 Second Step Settlement:** Grievances that are settled by the Committee and the Company shall be reduced to writing, signed by the committeeperson and a representative of the Company. This settlement shall be final and binding on both the Union and Company. However, such settlement shall not amend, alter or modify any provision of this Agreement, and shall be without precedent.

**12.11 Meetings:** Company representatives and members of the committee shall meet monthly (second Friday of every month), or more frequently, at mutually agreeable times to discuss concerns, or items of a mutual interest. An agenda of items to be discussed at any meeting shall be provided by the Company and the Union to each other at least two (2) working days prior to the meeting date.

**12.12 Grievance Reinstatement:** The Parties acknowledge the desirability of ensuring prompt, fair, and final resolution of Employee grievances. The Parties also recognize that 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 in violation of the fundamental principles of collective bargaining.

However, in those instances where the International Union, UAW, by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, a member of the Executive Board of the International Union may inform the Company in writing that such grievance is reinstated in the Grievance Procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Company 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 Company in the Grievance Procedure, or in any court or before any Federal, State, or municipal agency.

Notwithstanding the foregoing, the decision of an Impartial Arbitrator on any grievance shall continue to be final and binding on the Union and its members, the Employee(s) involved and the Company and such grievance shall not be subject to reinstatement.

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 13 - Hours of Work and Definitions**

**13.1 Purpose of Section:** The sole purpose of this Section shall be to provide a basis for the computation of straight time, overtime and other premium wages. Nothing contained in this Section shall be construed as a guarantee or commitment by the Company to any Associate for a minimum or maximum number of hours of work per day, per week, or per year. The Company's pay records, practices and procedures shall govern the payment of all wages.

Nothing in this Collective Bargaining Agreement shall be construed so as to prohibit the Company from implementing overlapping shifts and a thirty (30) minute unpaid lunch period.

**24/7 Work Schedule:** The seven (7) day, 24/7 work schedule utilizes four (4) fixed shifts (A & B day shifts/C & D night shifts), three (3) regular twelve (12) hour workdays and one (1) regular six (6) hour workday per workweek, regular scheduled days off and every other weekend off. This 24/7 work schedule will be posted and distributed to all 24/7 Associates each December.

Associates assigned to this seven (7) day schedule will work a regular workweek of four (4) shifts, forty-two (42) hours, consisting of three (3), twelve (12) hour shifts and one six (6) hour shift. Normal shift starting time for twelve (12) hour A and B shifts is 7:00 a.m. Normal shift starting time for twelve (12) hour C & D shifts is 7:00 p.m. Normal Wednesday shift starting time for six (6) hour shifts is C shift – 7:00 p.m. (Tuesday), D shift – 1:00 a.m., A shift – 7:00 a.m., B shift – 1:00 p.m.

**13.2 Workweek:** The workweek shall consist of seven (7) days beginning at 11:00 p.m. on each Sunday and ending at 10:59 p.m. the following Sunday, or until the end of any continuation of a regular scheduled shift.

**13.3 Regular Workweek:** The regular workweek shall consist of forty (40) hours of work within the workweek, consisting of five (5), eight (8) hour workdays, Monday through Friday. The Company will allow Associates (prior to leaving work) to use vacation in cases of Company initiated short workweeks to make up for straight time hourly shortfalls.

**13.4 Workday:** A workday shall be the period of twenty-four (24) consecutive hours beginning at the start of a regular shift.

**13.5 Regular Workday:** A regular workday shall consist of eight (8) continuous hours of actual work in a workday.

**13.6 Starting Times:** The first shift shall commence at 7:00 a.m.; the second shift will commence at 3:00 p.m.; the third shift will commence at 11:00 p.m. The Company, from time to time, may change, alter or amend starting and quitting times of an entire group of Associates, or individual Associate, a maximum of two (2) hours before or after the foregoing starting times. Prior to such starting time change, the Company will advise the committee Chairperson of the change. Change of starting times must be preceded by a notice of at least forty-eight (48) hours. All starting times shall be posted.

**13.7 Breaks and Lunch:** Associates will be provided a fifteen (15) minute paid break twice each shift for all production and maintenance Associates. Break and lunch periods will be scheduled by shift Supervisors. Breaks will be scheduled after the first two (2) and six (6) hours of each shift, and ten (10) minutes for each two (2) hours of daily overtime. Associates will be provided a twenty (20) minute paid lunch period per shift when three (3) shifts are scheduled, during regular scheduled work time after four to six (6) hours. Associates must be scheduled to work more than six (6) hours to be eligible for a lunch period.

24/7 Work Schedule: Twelve (12) hour shifts will have two (2), fifteen (15) minute breaks, two (2) ten (10) minute breaks, and one twenty (20) minute lunch. Six (6) hour shifts will have two (2) twelve (12) minute breaks and no lunch.

**13.8 Payroll Period:** The pay period shall begin at 11:00 p.m. on Sunday and end at 10:59 p.m. on the following Sunday.

24/7 Work Schedule: The pay period will begin at 7:00 p.m. Saturday and end at 6:59 p.m. the following Saturday.

**Section 14 - Wages/Classifications**

The following wage classifications and wage rates shall be effective as follows:

<b>Job</b>	<b>10/1/2017</b>	<b>10/1/2018</b>	<b>10/1/2019</b>
Team Leader Operator	\$18.55	\$19.11	\$19.68
Team Leader Material Handler (Tier 1)	\$18.55	\$19.11	\$19.68
Team Leader Material Handler (Tier 2)	\$18.20	\$18.93	\$19.68
Team Operator	\$17.31	\$17.83	\$18.36
Team Packager (Tier 1)	\$17.31	\$17.83	\$18.36
Team Packager (Tier 2)	\$16.60	\$17.45	\$18.36
Team Material Handler (Tier 1)	\$17.31	\$17.83	\$18.36
Team Material Handler (Tier 2)	\$16.96	\$17.65	\$18.36
Team Die Setter (Tier 1)	\$17.31	\$17.83	\$18.36
Team Die Setter (Tier 2)	\$16.96	\$17.65	\$18.36
Maintenance Skilled	\$25.29	\$26.05	\$26.83
Maintenance Associate	\$22.92	\$23.61	\$24.32
Die Maintenance Skilled	\$25.29	\$26.05	\$26.83
Die Maintenance Associate	\$22.92	\$23.61	\$24.32

*Tier 2 denotes hire date after 7/1/2009*

Effective upon ratification (first year of contract – no on-scale wage increase):

\$2,800.00 lump sum payment (signing bonus).

Note: All lump sum amounts are minus applicable deductions such as taxes and not applicable to overtime and shall be paid within fourteen (14) calendar days of contract ratification.

Skilled Trades Rates – Increase \$0.25 cents per hour effective upon ratification.

Effective October 1, 2018: Three (3%) percent of base wage across the board (see above chart for base wages).

Effective October 1, 2019: Three (3%) percent of base wage across the board (see above chart for base wages).

**Note (1):** Maintenance and Die Maintenance Trainee wages are as defined in the training program.

**Note (2):** All Associates that are currently (as of June 30, 2011) in the classifications Team Packaging and Team Material Handler (including Team Leaders) will be grandfathered at their current wage plus all applicable yearly increases. In the event that an Associate transfers (e.g. under Section 6) through an Associate job bid or self demotion or through Company initiated demotion, into a new classification, they will lose their grandfathered status. However, they shall not lose their grandfathered status through a reduction in force, lateral move, shift to shift movement with same classification and when bidding to a position of higher pay, in essence, Team Leader.

**Note (3):** Maintenance Skilled Trades wage rates shall be considered the contractual minimum rate of pay. Accordingly, the Company reserves the right to increase the rates of pay for skilled trades classifications during the term of the contract. In such event, the Company shall notify the Union in advance and the rate increase shall be applicable to all within that specific skilled trades classification.

**Note (4):** Probationary Associates shall receive 80% of the base wage rate of the classification currently working or being performed during their probationary period. At the conclusion of the probationary period the rate shall increase to 85% for the next six-month period, then 90% for the next six-month period, 95% for the next six-month period and then 100%. Pay changes shall be made at the start of the subsequent pay period.

**14.2 Shift Premium:** Associates working the midnight shift shall receive a shift premium added to their straight time rate of pay of \$0.35 per hour. Associates working the afternoon shift shall receive a shift premium added to their straight time rate of pay of \$0.45 cents per hour. Shift premium is to be included in overtime/double time calculation. Shift premiums shall be paid the rate first paid for all hours worked regardless if the work is performed on the following contiguous shift where the shift premium is different.

24/7 Work Schedule: The C & D shift premium will be \$0.45 cents per hour. The scheduled premium will be \$0.75 per hour.

**14.3 Show-Up/Report-In Pay:** Associates that report to work for the regular scheduled shift or overtime assignment without having been notified that no work is available, shall be paid two (2) hours at the appropriate hourly rate of pay. If the Associate is put to work they shall be paid a minimum of four (4) hours at the appropriate hourly rate. If the Associate voluntarily leaves work, they shall be paid for time spent working. This provision shall not apply in cases of power failure, fire, acts of God, storms, work stoppages, labor disputes, or any other condition that is beyond the control of the Company.

**Section 15 - Vacations, Selection and Eligibility**

**15.1 Date of Hire/Anniversary Date:** Associates with at least one (1) year seniority shall be eligible for vacation on their anniversary date of employment. The eligibility year shall be the twelve (12) months immediately preceding and ending on the anniversary date of the Associate. An anniversary date shall be the Associate's date of hire.

**15.2 Pro-Rated/Actual Hours Worked:** To be eligible for vacation pay, an Associate must have worked at least 1600 hours of actual work in the twelve (12) months preceding their anniversary date. Associates that perform less than 1600 hours of actual work shall receive pro-rated vacation. Proration shall be 1600 hours divided by the number of hours actually worked, which shall equal the percentage (%) amount of vacation due the eligible Associate. Included in 1600 hours shall be all contractually paid for time, including paid vacations, paid holidays, jury duty and any of the contractually paid for time.

**15.3 Requests:** Vacation requests received by February 15th of each calendar year shall be honored on a seniority basis. The Company shall notify Associates of vacation schedules by March 1st of each year. Vacation requests received after February 15th of each year shall be received and honored on a first come, first serve basis. Vacation requests received after February 15th must be forty-eight (48) hours in advance and (unless no other Associate has requested vacation within the respective EOH group, in which case the notice must be twenty-four (24) hours) will be granted or denied within twenty-four (24) hours, Mon - Fri. Associates requesting vacation time off of at least five (5) consecutive scheduled workdays, must indicate whether they request the weekend following and/or preceding. Associates who are approved for vacation on Friday and the following Monday shall also be excused from work on the corresponding weekend. Cancellation of approved vacation will be by mutual agreement between the Associate and the Company. The Company shall have the right to deny or grant vacation requests based upon production efficiencies and scheduling requirements.

**15.4 Payment for Contractual Holiday:** Associates will be paid for each contractual holiday that is observed during a vacation period.

**15.5 Eligibility for Paid Vacation:** Eligible Associates shall be entitled to the following paid vacation:

After 1 year – 1 week (40 hours).  
After 2 years – 2 weeks (80 hours).  
After 6 years – 3 weeks (120 hours).  
After 12 years – 4 weeks (160 hours).

After 20 years – 4 weeks \*plus 1 day.  
After 21 years – 4 weeks \*plus 2 days.  
After 22 years – 4 weeks \*plus 3 days.  
After 23 years – 4 weeks \*plus 4 days.  
After 24 years – 4 weeks \*plus 5 days.

\* Additional day/days may only be used for shutdown periods. If no shutdown periods then the days may be used as any other vacation time.

Note: For employees (currently in their first year at the time of CBA agreement and for future hires) during their first year of employment a total of three (3) vacation days will be earned, one at each ninety (90) day interval (90,180,270). Forty-eight (48) working hour minimum notice required and granted based upon scheduling needs of the Company.

24/7 Work Schedule: Associates who qualify for full vacation time will be credited with forty-two (42) hours per week of vacation, which may be taken in six (6) or twelve (12) hour increments.

**15.6 Associates Allowed Off Per Shift:** The Company will permit fifteen percent (if 15% is less than one, one, and in the Die Maintenance Department of four (4) or less, 50%) of Associates per Job Group, per shift, per day, to be scheduled off on vacation. If urgent business demands require, the Company may reduce the number of Associates off on scheduled vacation. In essence, the Company cannot reduce the number to zero (0) except if Associates are on any of the following leaves: jury duty, bereavement leave, personal leave of absence, or disciplinary layoff. The Company may hire temporary Associates from June 1st to September 1st of each year to cover absences caused by vacations. Such temporary Associates shall not be covered by any term or condition of this Agreement.

**15.7 Vacation Pay Payment:** Vacation time may be paid once per quarter following the Associate's anniversary date of hire. Payment will be made in a single payment within two (2) pay periods following the request made in writing to Human Resources. Said deferral may be in forty (40) hour increments, but not less than forty (40) hours. The actual day(s) utilized for vacation (that have been paid) shall, accordingly, be unpaid. Payment will be made at the Associate's rate of pay on the day prior to the anniversary hire date.

The annual quarters each year are as follows:

January – March  
April – June  
July – September  
October – December

**Section 16 - Holidays**

**16.1 Definition:** All seniority Associates shall be eligible for holiday pay of eight (8) hours at their regular base rate of pay for the following holidays:

**A. YEAR – 2017**

11/23/2017  
11/24/2017  
12/25/2017  
12/26/2017  
12/29/2017

**B. YEAR - 2018**

1/01/2018  
1/15/2018  
3/30/2018  
5/28/2018  
7/04/2018  
9/03/2018  
11/22/2018  
11/23/2018  
12/24/2018  
12/25/2018  
12/31/2018

**C. YEAR - 2019**

1/01/2019  
1/21/2019  
4/19/2019  
5/27/2019  
7/04/2019  
9/02/2019  
11/28/2019  
11/29/2019  
12/24/2019  
12/25/2019  
12/31/2019

**D. YEAR – 2020**

1/01/2020  
1/20/2020  
4/10/2020  
5/25/2020  
7/03/2020  
9/07/2020

**When the holiday falls on a 3rd shift scheduled shift, the Company agrees to adjust the 3rd shift holiday by one (1) day (forwards or backwards).**

Associates will receive a floating holiday in addition to the holidays listed above. Associates may schedule the floating holiday the same as vacation or as a PPAT day.

**16.2 Qualification for Holiday Pay:** To qualify for holiday pay, an Associate must work their full scheduled workday before and after the holiday, excluding contractual absences and a tardy or tardies within an Associate's "grace period". Associates who are tardy in excess of the "grace period" but not to exceed four (4) hours will be eligible for holiday pay reduced by the time tardy (for example eight (8) hours holiday pay minus two (2) hours tardy equals six (6) hours holiday pay) as long as they work the balance of their scheduled shift.

**16.3 Holiday Observance:** Whenever a contractual holiday falls on Saturday it will be observed on Friday; whenever a contractual holiday falls on Sunday, it will be observed on Monday.

**16.4 Seniority Associate Absence:** Seniority Associates who have been laid-off as a reduction of force, or who has begun a leave of absence, except personal leave, during the week prior to or during the week in which the holiday falls shall receive pay for such holiday. An Associate shall not be denied holiday pay due to disciplinary lay-off.

**16.5 Failure to Work Assignment:** Associates who volunteer, or are assigned by operation of the Agreement to work on a holiday work assignment and then fail to report for and perform such work, shall not receive holiday pay for the holiday.

**24/7 Work Schedule:** Associates will be eligible for up to eighty-eight (88) hours of holiday pay. The 24/7 work schedule will designate holidays as scheduled and unscheduled. Holidays that fall on scheduled days will be paid in hours scheduled. For example, July 4 falls on a Monday, a scheduled twelve (12) hour day for A & C shifts. Eligible A & C Associates will receive twelve (12) hours of holiday pay. Total scheduled hours for the shifts will be subtracted from eligible hours. The remaining hours will be divided by the number of unscheduled hours and will be placed in a paid time off bank following each unscheduled holiday that Associates may schedule the same as vacation in six (6) or twelve (12) hour increments. Unused hours will be paid after the end of the year. Associates who work the 24/7 schedules for a partial year will receive prorated hours. Holidays will be observed on the actual holiday, unless mutually agreed to by Company and Union.

Associates will receive a floating holiday in addition to the holidays listed above. Associates on a seven (7) day schedule will observe this holiday on Easter Sunday.

## **Section 17 - General**

**17.1 New Jobs:** When a new production or maintenance job is added, the Company, after conference with the Union, shall determine whether such work can be placed in any of the classifications that are currently covered by this Agreement. Every effort will be made to place new jobs within existing pay rates and classifications. In the event new jobs cannot be placed into existing pay rates and classifications, the Company may assign a temporary classification and rate, which will be effective for ninety (90) days, and notify the Union. The Union may request within seven days (7) of notification, that the Company negotiate the classification and rate. Otherwise, the rate and classification assigned by the Company will be effective through the termination date of this Agreement.

**17.2 Union Bulletin Board:** The Union shall be provided four (4) bulletin boards inside the plant at agreed upon locations for posting Union information and political information of an educational nature that does not endorse candidates or parties.

**17.3 Status Update:** Associates are responsible and must notify the Human Resources Department promptly of any change of address, telephone number, marital status, number of dependents or beneficiary designation, or any other personal status change that affects their job, benefit, or tax status, on forms provided by the Company.

**17.4 Time Records/Time Clock:** Associates must record their time as directed by the Company on a mechanical device. Associates are responsible for maintaining their individual time record in the manner and procedure required by the Company. Associates shall not record their starting or quitting time more than thirty (30) minutes before, or thirty (30) minutes after their scheduled shift start or stop times.

**17.5 Pay Period:** Payday for all Associates shall be on Thursday of each week for the pay period covering the preceding week, Monday through Sunday. In the instance that a payday should occur on a holiday, the payday shall be advanced so as not to interfere with distribution of pay, provided such advancement of payday is administratively possible.

To the extent permitted by law, the Company is entitled to require direct deposit. The Company agrees that the following conditions must be met:

1. A point of access inside the plant is made available to the Associates to view, print and make exemption changes using a self-service kiosk.
2. An alternative method of payment will be made available for those Associates who do not have a bank account (Example: Debit Card). This alternative form of payment (Debit Card) will be made available to all Associates and the Company will pay the \$2.00 fee (one card - one time). Associates shall be responsible for replacement cards not covered by the card policy.

**17.6 Educational Reimbursement:** Associates with one or more years of seniority shall be eligible for reimbursement of up to eight (8) college or university credit hours per semester or term, and books required for the course. The maximum reimbursement for any calendar year shall be \$4,000.00. Associates must report any educational assistance from any other source such as scholarships, grants, excluding student loans. This educational assistance will be deducted from the amount otherwise eligible for reimbursement from the Company but will not reduce the maximum calendar year reimbursement. Courses must be relevant to work performed for the Company; or the course must be in pursuit of an undergraduate degree in manufacturing (including technical coursework), computer science, or a related business field. Associates must obtain prior permission from the Human Resources Manager before registering or taking actual courses.

<u>Grade</u>	<u>Amount of Reimbursement</u>
A/B	100%
C	80%
D	10%
F/I	0

No mileage reimbursement will be made for traveling to and from school.

**17.7 Paycheck Shortages:** In the event of a verifiable and agreed upon paycheck shortage of at least one hundred (\$100.00) dollars, the Associate shall be provided reimbursement for the shortage within two working days (Mon - Fri) of the report to the Company of such paycheck shortage except in cases where the shortage was caused by the Associate (such as failure to punch in or out or provide required documentation). Shortages of less than one hundred (\$100.00) dollars, or shortages caused by the Associate, will be reimbursed in the following paycheck.

**Section 18 - Overtime**

**18.1 Definition of Overtime Rate Of Pay:** Time and one-half (1 ½ X) straight time rate of pay for hours worked in excess of forty (40) hours in a workweek; double (2X) the straight time rate of pay for hours worked on holidays and Sundays, except if the hours worked on a Sunday are the beginning hours of the regular workweek for a night shift work assignment. In determining overtime pay, all hours paid shall be used in calculating eligibility.

**18.2 Definition of Overtime Work:** Overtime work assignments shall be defined as hours of work in excess of forty (40) hours in any one workweek, or work performed on Sunday or a contractual holiday. The principle of equalization of overtime work hours within an EOH group shall be utilized in assigning overtime work.

**18.3 Weekly Report of Overtime Hours:** The Company shall establish and maintain an overtime hours system. A weekly report shall be issued for the previous overtime hours worked by Associates and shall be arranged in an order from the lowest hours to the highest hours, covering Monday through Sunday, arranged by Job Group and shift (Equalization of Hours "EOH" Group), and shall have a running total of overtime hours worked. This report will be issued on Tuesday by 3:00 p.m. weekly. (Overtime hours for 3rd shift will be issued by 3:00 a.m. on Tuesday). The Weekly Overtime Report (WOR) shall be posted on a bulletin board mutually agreeable to the Company and Union, nearest the time clock.

**18.4 Equalization of Overtime:** In the administration of equalization of overtime work assignments, the WOR shall be effective for the entire period that it is posted. The ranking of Associates by their overtime hours shall remain in that order for the entire workweek, Monday through Sunday. Overtime work assignments shall be made from the WOR.

**18.5 Volunteer Sign-Up Roster:** A volunteer sign-up roster (VOSUR) shall be maintained to permit production Associates to work overtime or holiday work opportunities. The roster will be posted in an area available to Associates. Associates must sign up for daily overtime - post shift and pre-shift on the next day - no later than two (2) hours prior to the end of the shift. Associates must sign to request weekend overtime assignments no later than 7:00 a.m. on Thursday. Associates who sign the roster must be available to work overtime assignments or will be subject to discipline under 29.3(6). When signing the roster, Associates will indicate their name, seniority date, work qualified to perform, regular assigned shift, whether they will work out of their EOH Group, and whether they will accept any assignment for which they are qualified.

24/7 Work Schedule: A volunteer sign-up roster (VOSUR) shall be maintained to permit Associates to work overtime or holiday work opportunities. Associates must sign up for post shift and next day overtime no later than two (2) hours prior to the end of the shift. When assigning overtime, the Company shall: 1) assign Associates from the VOSUR; 2) borrow from other job groups; 3) require the Associates with the lowest overtime hours to work the assignment. Associates may be required to work a maximum of twelve (12) hours overtime per work week, a maximum of six (6) hours on a scheduled day off and Wednesdays; and a maximum of two (2) days per workweek. An Associate cannot be forced to work a seventh (7th) consecutive day. Non-scheduled weekends will not be consecutive.

A maximum of four (4) non-scheduled weekends may be worked by up to one hundred percent (100%) of the staff. On such weekends, Associates may be required to work up to twelve (12) hours per day and there will be no required overtime during the week.

**18.6 Weekday Overtime:** The Company shall first assign Associates from the VOSUR who are at work. After exhausting the VOSUR, the Company shall then obtain its workforce by requiring the Associates with the lowest OT hour appearing on the WOR to work the assignment. An Associate who works an overtime assignment, Monday through Friday, shall only be required to perform four (4) hours of required overtime work during any one (1) weekday, Monday through Friday, for a total of eight (8) hours in any one (1) calendar workweek (up to four (4) hours per day, two (2) days per week); an associate may be required to work two (2) hours of overtime during any one weekday for a total of ten (10) hours per calendar workweek (voluntary meetings are excluded from overtime requirement). The eight (8) hours and ten (10) cannot be combined during the same workweek. If job groups have exhausted required overtime and no one from the group volunteers for an overtime assignment, the Company may require the Associate with the lowest hours in the appropriate EOH Group from the designated Group work the overtime assignment.

**18.7 Weekend Overtime:** The Company shall post Saturday and Sunday overtime work assignments not later than Thursday, 2:30 p.m. If the assignments are posted after 2:30 p.m., overtime will not be required. If a weekend is scheduled and then later cancelled by the Company, the weekend rotation is not reset. Whenever less than one hundred percent (100%) of a department is working a Saturday or Sunday, the Company shall first assign Associates from the VOSUR. In the event the Company has still not obtained its workforce through voluntary offers, it shall then require the Associates lowest in OT hours in the department scheduled to work the overtime work assignment on either Saturday or Sunday. Associates required to work Saturday or Sunday overtime assignments may be required to work up to eight (8) hours on each day, sixteen (16) hours total for any Saturday and Sunday in any calendar week.

**18.8 Administering Overtime Hours:** In administering the equalization of overtime hours, the following shall be observed:

- (a) Equalization of overtime hours between EOH Groups within a Job Group shall not exceed eighty (80) average hours between EOH Groups. This does not apply to Job Groups on regular weekend rotations.
- (b) Overtime hours shall be charged against an individual Associate's total overtime hours by adding an amount equal to the overtime work

assignment whether accepted or rejected; regardless if the overtime work is on a weekday, Saturday, Sunday, or holiday. All occasions for which overtime is offered or required within an EOH Group, and under all circumstances, shall be charged against the total hours of the particular Associate and reported on the WOR. Associates within an EOH Group who do not sign the VOSUR to accept the overtime will be considered to have refused the overtime and will be charged if their hours are lower than the Associate with the highest hours who works the overtime.

- (c) Qualifications of a particular Associate to work any assignment on overtime shall be determined by the Company and Union. A report shall be rendered from time to time indicating qualifications for overtime work assignments for members of the bargaining unit. Such report shall be prepared jointly by the Company and Union and shall be utilized by the Company when making overtime assignments.
- (d) January 1st of each calendar year, the WOR shall have the hours of the lowest houred Associate in each EOH Group reduced to zero (0). All other Associates in the EOH Groups shall have their hours reduced by an equal amount to that of the lowest houred Associate.
- (e) Whenever overtime work assignments are in violation of this Section of this Agreement, the remedy shall be equalization of overtime work assignment hours, within fourteen (14) days from the date of notice of the agreed upon violation, or the appropriate Associate(s) shall be paid. Equalization of hours of the spread violation between shifts shall be within thirty (30) calendar days, or as soon as work permits.

The application of 18.8(e) remedy for overtime work assignment violations is as follows:

- 1) Overtime work offered as a remedy will be additional work above and beyond required overtime;
  - 2) The remedy for weekend overtime violations may be weekend overtime and the remedy for weekday overtime violations will be weekday overtime. Weekday overtime remedies will not be offered at the end of the Associate's shift on Friday;
  - 3) The Supervisor will review the overtime violation remedy with the appropriate Union representative and General Supervisor prior to scheduling the affected Associate(s).
  - 4) The Company will make a reasonable effort to find a replacement OT date for the Associate(s) within fourteen (14) calendar days.
- (f) Assumption of Hours: Associates transferred or returning from leaves of absence of twenty-eight (28) calendar days or more, or when attaining seniority, shall assume the average hours of their EOH Group. Associates on leaves of absence of up to twenty-eight (28) calendar days will be charged with the hours they would have been offered had they been working.
  - (g) When recording overtime opportunities, worked or offered, such records shall reflect the actual hours offered, meaning one and one half (1½) hours charged for each time and one half hour opportunity and two (2) hours shall be charged for each double time overtime opportunity.

**18.9 Utilization of Job Groups:** Construe all other related provisions of the CBA to comply with the following: The following job groups shall be used for the purpose of voluntary overtime. However, it is understood that blanker line 24/7 overtime may be scheduled for independent (individual) blanker lines.

<b>Classifications</b>	<b>Job Groups</b>
Team Leader	Slitter Blanker Operators CTL Operators Washer Material Handling Die Setter
Team Operator	Blanker Operators Slitter Operators CTL Operators Washer Operators
Team Packager	Blanker Packagers CTL Packagers
Team Material Handling	Warehouse/Finished Goods  Slitter Woodshop CTL Pin Pallets/Blanker Crane Lift Truck
Team Die Setter	Die Setters
Maintenance	Maintenance Skilled/Maintenance Associate Maintenance Trainee
Die Maintenance	Die Maintenance Skilled/Die Maintenance Associate Die Maintenance Trainee

The following classifications within the following EOH groups shall be considered the same for the purpose of movement within jobs and overtime.

CTL Blanker Lines
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Warehouse Finished Goods Wood Shop
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Movement of those within the Slit, Pin Pallet and Washer classifications shall be consistent with Section 6.2 (a) and (b).

Associates who are temporarily transferred or moved within job groups out of their EOH Group will not be replaced by another Associate outside of that EOH Group.

Associates shall not comingle 24/7 and non-24/7 overtime.

**Training:**

The training coordinator and team leaders (operating team leaders, materials team leaders and packaging team leaders) shall be responsible for evaluation and training and determine if operators, packagers and material handlers are qualified to effectively and safely perform the work. However, the Company retains the right to make any final determinations.

**18.10 Mandatory Overtime:**

- (a) Production Associates on a workweek consisting of five (5) eight (8) hour workdays, Monday through Friday, shall not be required to work more than two (2) consecutive weekends;
- (b) Associates will not be required to work more than twelve (12) consecutive hours;
- (c) Associates will not be forced to work overtime if working such overtime would result in less than twelve (12) hours between the end of the overtime and the beginning of their next scheduled shift;
- (d) Associates assigned to shifts 1, 2 or 3 will not be required to switch shifts to work overtime. For example, a 1st shift Associate will not be required to work 2nd shift on a Saturday. Associates on 24/7 shifts will not be required to work on opposite shifts except on Wednesdays. For example, A shift Associates will not be required to work C shift, except on Wednesdays.

**18.11 Production and Maintenance Overtime:** Production and maintenance overtime opportunities shall be strictly separate from each other.

**Section 19 - Union Leaves of Absence**

**19.1 Members of Union Committee:** Associates that are members of the Union Bargaining Committee shall be granted unpaid leaves of absence for the purpose of conducting Union business under the following circumstances:

- (a) Written request for a Union leave of absence for seven (7) calendar days or less is received at least forty-eight (48) hours in advance of such leave date.
- (b) Written request for a Union leave of absence of more than seven (7) calendar days, up to and including thirty (30) calendar days, is received at least five (5) working days in advance of such leave date.
- (c) Written request for a Union leave of absence exceeding thirty (30) calendar days is received at least seven (7) calendar days prior to the commencement of such Union leave of absence.

**19.2 Non-Members of Union Bargaining Committee:** Associates that are not members of the Union Bargaining Committee, but are requested by the Union to attend meetings or conferences, shall be granted an unpaid leave of absence provided such request is received in writing at least seventy-two (72) hours in advance of the commencement of such leave of absence and the duration of the Union leave of absence is five (5) working days or less.

**19.3 Limitation of Unpaid Union Leave:** Non-members of the Union Bargaining Committee shall be limited to twenty (20) workdays of unpaid Union leave of absence each calendar year. The Union shall be responsible for the costs of all benefits for members of the Union Bargaining Committee who exceed sixty (60) calendar days of Union leave in a calendar year. The Company shall only be responsible for the costs of benefits for Associates on Union leave for reasons directly related to the administration of this Agreement; such as training, meetings, and conferences.

**19.4 Leaves for Full-time Union Position:** Seniority Associates elected or appointed to a Union position which removes them from employment with the Company shall, upon written request from the Union Chairperson and submitted to the Human Resources Manager in writing at least fifteen (15) calendar days prior to the first day of requested absence, receive a leave of absence. Upon return to work, the Associate shall be reinstated with seniority in the job group in which the Associate was employed immediately prior to the beginning of the leave of absence, seniority permitting. Otherwise, s/he shall be placed in an open position.

**19.5 Waiver of Notification Requirements:** The notification requirements in this section may be waived by mutual agreement between the Company and the Union.

## **Section 20 - Temporary Associates**

**20.1 Utilizing Employment Agency:** Nothing in this Agreement shall be construed to prohibit or restrict the Company from utilizing an employment agency for the purpose of recruiting new Associates or using Associates on a temporary basis.

**20.2 Company's Use of Temporary Associates:** The Company may use temporary Associates as business necessities to meet production needs. It is the intent of the Company that such temporary Associates shall be used for temporary needs such as vacations, leaves, absenteeism, peak production periods, special customer requirements, product launch or on a "temp to hire" basis. It is not the Company's intent to create a permanent pool of temporary Associates. Temporary Associates shall not replace seniority Associates. Seniority Associates shall always be given the opportunity to perform the work before temporary Associates. The temporary workforce under this Section shall not exceed an amount equal to ten percent (10%) of the bargaining unit workforce except by mutual agreement.

**20.3 Removal of Temporary Associates:** Temporary Associates shall be removed from the workforce before any layoff of seniority or probationary Associates. During periods of layoff, use of temporary Associates will be by mutual agreement with the Union.

**20.4 Overtime Work/Temporary Associates:** Temporary Associates will only be offered overtime work assignments after bargaining unit Associates have first been offered.

**20.5 Temporary Associates:** Temporary Associates who have been employed for more than sixty (60) calendar days in any twelve (12) consecutive month period shall be subject to the terms of Section 5.1.

## **Section 21 - Supervisor Working**

**21.1 Exceptions:** Supervisors shall not perform bargaining unit work, including providing lunch and break relief, except in the following circumstances:

- (a) When training bargaining unit Associates;
- (b) To become familiar with a particular operation(s) by working with (not in place of) a bargaining unit Associate;
- (c) To cover Associate vacancies created by absenteeism until the vacancy(ies) are filled.

**21.2 Bargaining Unit Work:** In no event will any bargaining unit member(s) be laid off as a direct result of Supervisors performing bargaining unit work.

**21.3 Supervisors Limit of Work:** In exercising the provisions under 21.1 (c) a Supervisor shall not perform bargaining unit work in excess of two (2) hours per shift, per workday.

**21.4 Remedy:** Violations of this section will result in the appropriate Associate(s) being paid for hours worked by a Supervisor(s) (in excess of two (2) under 21.3, will be paid for all hours worked) except when the Supervisor(s) has exhausted coverage to cover the bargaining unit work with bargaining unit Associates.

**Section 22 - Letters of Understanding**

**22.1 Definition:** Any Agreement or Letter of Understanding that amends or modifies this Collective Bargaining Agreement must be reduced to writing and executed by both the Company and Union.

**Section 23 - Benefits**

The following benefits shall be provided to Associates during the term of this Agreement.

**23.1 Health Insurance:** The Company shall provide Associates who have successfully completed the probationary period with employer sponsored health care coverage on the ninety-first (91st) day.

The Company shall make available at least two (2) health care plans that are substantially similar in plan design offered in 2018.

Effective January 1, 2018, the Company shall pay the following monthly health care premium not to exceed the following amounts (BCN-HMO):

	<u>January 1, 2018</u>	<u>January 1, 2019</u>	<u>January 1, 2020</u>
Single:	\$ 347.59 mo.	\$ 364.97 mo.	\$ 383.22 mo.
Double:	\$ 834.23 mo.	\$ 875.94 mo.	\$ 919.74 mo.
Family:	\$1,042.78 mo.	\$1,094.92 mo.	\$1,149.67 mo.

The Company shall provide an HMO and an HSA option (\$3,000/\$6,000, 80/20 Plan) with seed money as follows: (HSA to be 80/20 split on monthly premiums).

When an Associate opts into the HSA s/he shall receive an initial seed as follows:

Single: \$ 500.00  
Double \$ 1,000.00  
Family: \$ 1,500.00

Note: The "initial seed" money is one time per Associate.

Subsequently, those within the HSA shall receive monthly seed contributions as follows:

Single: \$ 72.00 per month starting with the second month.  
Double \$ 100.00 per month starting with the second month.  
Family: \$ 129.00 per month starting with the second month.

The Company will continue paying a \$125.00 monthly opt-out payment (paid quarterly) to Associates who (i) voluntarily choose to not enroll and participate in a Company-sponsored group health benefits plan and (ii) provide proof of other health insurance coverage. An Associate may not be covered under the Company-sponsored group health benefits plan as a dependent or otherwise.

The Company agrees, upon request, to meet with the Union annually to review plan options and upon mutual agreement, to modify plan options.

The Parties agree that in the event some government sponsored healthcare program becomes available, the Parties agree to bargain over the effects.

**23.2 Vision:** The Company shall provide Associates with vision care insurance beginning the first day of the first month following completion of ninety (90) days. Coverage shall be limited to one (1) exam and one (1) pair of glasses every twenty-four (24) months, pursuant to the terms of the insurance policy.

Associates shall be required to pay an amount equal to five percent (5%) of the cost of vision insurance for the term of this Agreement.

**23.3 Dental, Orthodontic:** Associates shall be provided the current dental and orthodontic insurance on the first day of the first month following ninety (90) calendar days of service to the Company.

**23.4 Life Insurance:** The Company shall provide seniority Associates with life insurance equal to two times (2X) their base wage rate, with accidental death and dismemberment coverage.

**23.5 Short-Term Disability:** The Company shall provide Associates twenty-six (26) weeks of short-term disability insurance. Associates who attain seniority will be eligible for short-term disability insurance on the first of the month following completion of nine (9) months of seniority. The coverage shall begin on the first (1st) day in case of accident or hospitalization, on the eighth (8th) for any other. Payment shall be at sixty-six and two-thirds (66 2/3%) percent of the regular straight time rate of pay, based on forty (40) hours. Work related illnesses or injury is excluded. Eligibility shall be determined by the insuring carrier. The maximum benefit is One Thousand dollars (\$1,000.00) per calendar week.

**23.6 Long-Term Disability:** The Company shall provide Associates long-term disability insurance. Associates who attain seniority will be eligible for long-term disability insurance on the first of the month following completion of one (1) year of seniority. Benefit eligibility shall be determined by the insurance carrier. Benefits shall be sixty percent (60%) of the regular straight time rate of pay, based on forty (40) hours. Work related illness or injury is excluded. The maximum benefit is Three Thousand dollars (\$3,000.00) per calendar month.

**23.7 401(k):** The Company shall continue to maintain the current 401(k) retirement savings plan. A matching contribution by the Company to the Associate's account shall be allocated on the basis of the Associate's elective contribution.

The Company will match seventy-five percent (75%) of the Associates contribution up to a maximum Associate contribution of six percent (6%) of pay on a dollar-for-dollar basis.

Associates shall be responsible for 401(k) administrative fees related to loans.

Any change in the provider of the 401(k) plan shall be by mutual agreement between the Company and the Union.

The terms and conditions of the administration of the plan shall be according to the summary plan description.

**23.8 Section 125 Program:** The Company will maintain the current Section 125 Program.

**23.9 Voluntary Benefits:** The Company and Union agree to select a voluntary benefits provider and implement agreed to voluntary benefit choices for Associates. Associates will pay the full cost of selected voluntary benefits through payroll deduction.

The provider of the voluntary benefits must do 100% of the administration including, but not limited to, enrollment, collection of premiums not covered by payroll deduction, promptly notify the Company of any enrollments, benefit changes or terminations and assist Associates with any voluntary benefit issues. The provider will also be responsible for the costs of any errors.

**23.10 Continuation of Benefits (COBRA):** Associates and their covered dependents will have the opportunity to continue medical and dental coverage through the Company's health plans in certain circumstances called "qualifying events." A qualifying event is:

1. Associate terminates for reason other than gross misconduct.
2. Employment status changes due to reduction of hours.
3. A child ceases to be a dependent child under the terms of the medical and dental plan.
4. Divorce or legal separation.
5. Associate or a dependent become eligible for Medicare or are eligible for insurance under another plan.
6. Death of the covered Associate.

In the event of divorce, legal separation or a child's loss of dependent status, the Associate or a family member must notify Human Resources within sixty (60) days of the occurrence of the event. Human Resources will notify eligible individuals for continuation of benefits through COBRA.

## **Section 24 - Profit Sharing**

**24.1 Eligible Associates:** The profit sharing plan formula that is in effect as of the date of this Agreement shall continue to be in effect for the term of this Agreement.

**24.2 Profit Sharing Payment:** All full-time regular Associates of RSDC who are actively employed on March 31st (October 1–March 31 coverage period) and September 30th (April 1–September 30 coverage period) will be eligible to participate in the Plan for the applicable coverage period.

Associates eligible for participation for a partial Plan period (except those who voluntarily terminate employment prior to March 31 or September 30, or who were terminated for any reason other than lack of work at any time prior to the payment date) will be paid a prorated share of the profit share payment. This prorated share will be calculated using each Associate's base wage (not including earnings during evaluation, holiday, vacation or other nonworking earnings) overtime (from base rate only) and group leader premium for each coverage period under the Plan.

An Associate shall not participate in the Plan during the evaluation period. Profit sharing payments for each year will be made by separate payment as early as possible after the financial results for March and September are known.

Compensation payable under the Plan will be computed from the following calculations:

$$\text{(RSDC Net Income)} \times \text{(7\% Allocated Profit Share)} = \text{Profit Share Pool Profit Share Pool/Total Payroll Amount}^* = \text{Percent Payout}$$

\*Total payroll amount includes base wage (not including earnings during evaluation, holiday, vacation or other nonworking earnings), overtime (from base rate only) and group leader premium

The Profit Sharing payment will be calculated by applying the applicable payout percentage for the period to the total as described above (not including earnings during evaluation, holiday, vacation or other nonworking earnings) overtime (from base rate only) and group leader premium paid to each participant during the period.

Disbursements shall be paid semi-annually in June and November each year.

### **Section 25 - Boot/Shoe Allowance**

**25.1** The Company shall continue its current plan of providing bargaining unit members with one (1) pair as needed due to excessive wear, one hundred and fifty dollars (\$150.00) maximum (Production) and two hundred dollars (\$200.00) maximum (Maintenance), of suitable industrial type boots to be worn at all times while working. Associates must turn in old shoes/boots and must be worn enough to merit new shoes/boots.

### **Section 26 - Uniforms**

**26.1** The Company will continue to provide uniforms under its current uniform policy and will allow Associates to elect to participate in the uniform program on a quarterly basis.

### **Section 27 - No Strike or Lockout**

**27.1 Definition:** During the term of this Agreement the Union shall not, nor shall any bargaining unit Associate, member of the Union, agent or officer of the Union, engage in any strike, sit-down, slowdown, cessation of work, refusal to perform work, sympathy strike, picket the premises, or engage in any type or kind of interference with the Company's business.

**27.2 Company Lockout:** The Company shall not lockout any of the bargaining unit Associates during the term of this Collective Bargaining Agreement.

**27.3 Violation of Section 27.1:** Any bargaining unit member violating Section 27.1 shall be discharged.

### **Section 28 - Health and Safety**

**28.1 Safety:** The Company agrees to provide a place of employment which shall be safe for the Associates therein and shall furnish and use safety devices and safeguards, repair and maintain such place of employment, adopt and use methods and processes adequate to render such place of employment safe, and do every other thing necessary to protect the life, health, and safety of such Associates. The term "safe" or "safety" as applied here shall include conditions and methods of sanitation and hygiene necessary for the protection of the life, health and safety of Associates.

**28.2 Safety Committee:** The Company and Union pledge their mutual efforts to maintain a hazard-free workplace. To this end, the Company shall establish and maintain a committee composed of an equal number of Associates and Company personnel whose sole purpose shall be to identify and solve safety concerns. The Union agrees to participate on the committee and to encourage its members to observe all safety rules and to properly utilize all equipment and safeguards provided. This Safety Committee shall meet not less than once each calendar month.

**28.3 Union Representative:** The Union shall appoint from among its Associate members working on the day shift a safety representative to work with the Company regarding safety concerns. The safety representative shall be a member of the Safety Committee. The safety representative and committee Chairperson shall accompany the Safety, Health and Environmental Manager or designee on periodic tours of the plant and attend other such meetings including MIOSHA inspections or investigations as are necessary or in the best interest of Associate safety. Shift Union committee representatives may act as safety representatives on their specific shift. The safety representative will be given adequate time to address safety concerns and participate in discussions regarding safety concerns with the bargaining committee, upon request.

**28.4 Grievance Procedure Utilization:** The grievance procedure may be utilized by bargaining unit Associates whenever safety concerns cannot be resolved with their immediate Supervisor or the Safety, Health and Environmental Manager. Such grievances shall be considered through the regular course of the grievance procedure.

## **Section 29 - Work Rules**

**29.1 Prohibited Conduct:** Associates are prohibited from engaging in any of the following conduct:

- (a) Entering or leaving the plant through other than designated entrances;
- (b) Gambling on Company property;
- (c) Producing or concealing scrap; poor productivity, careless workmanship, or failure to follow prescribed production procedures, or policies;
- (d) Engaging in horseplay or other forms of unacceptable behavior including behavior that may constitute unsafe conduct;
- (e) Contributing to unsanitary conditions or poor housekeeping;
- (f) Violating federal, state, or Company safety rules or procedures, except as described in 29.2; (Minor violations such as failure to wear PPE shall follow progressive discipline. Violations that cause more than minor damage or harm or have potential to harm self or others, including but not limited to; deliberately disarming, disengaging, removing or tampering with guards and other safety appliances for other than legitimate work-related purposes, or deliberately failing to reinstall or engage such guards and appliances; deliberate failure to follow Company lockout procedures; but not to 29.2 level, will result in Third Offense or higher consistent with progression.);
- (g) Smoking or using tobacco products anywhere other than in designated areas;
- (h) Excessive break time; not returning from a break timely;
- (i) Failure to record time, in or out, at the beginning of a shift, leaving work, or for lunch periods, three (3) or more times in any twelve (12) month period; or making preparations of any type for leaving the plant prior to the designated time for the end of a shift, unless authorized by a Supervisor;
- (j) Failure to be in the designated work area at any time during the scheduled workday including start of shift without permission except during designated breaks and/or lunch;
- (k) Entering the plant or premises for any purpose other than assigned work or legitimate business with the Company;
- (l) Using Company machinery, tools, equipment, or materials for personal reasons;

- (m) Posting, altering, removing or defacing any Company documents or bulletin boards or Company property;
- (n) Failure to follow instructions, whether written or verbal;
- (o) Use of profane, obscene or disrespectful language to anyone having business with the Company, any Associate, Supervisor or any member of Management;
- (p) Dozing off while working (progressive); intentionally sleeping while on duty (Third Offense or higher consistent with progression);
- (q) Refusal to follow any instruction or directive from their Supervisor or other member of Management (Third Offense or higher consistent with progression).

Violations of 29.1 will follow progressive discipline as outlined below unless otherwise noted in the work rule.

- |                   |   |
|-------------------|---|
| 1. First Offense  | Verbal Warning and Re-Instruction                     |
| 2. Second Offense | Reprimand & Warning                                   |
| 3. Third Offense  | Reprimand & Warning One (1) Day Disciplinary Layoff   |
| 4. Fourth Offense | Reprimand & Warning Five (5) Days Disciplinary Layoff |
| 5. Fifth Offense  | Discharge   |

Violations of 29.1 shall not be considered for progressive disciplinary action that are more than twelve (12) months old and will be removed from the Associate's record. The Company may waive or suspend disciplinary time-off penalties in its sole discretion.

**29.2 Associate Behavior:** Associates are strictly prohibited from engaging in any of the following behavior:

- (a) Committing any act of assault, battery, threat, physical abuse; use of threatening language to fellow Associates, any member of Management, or any person having business with the Company, while on Company premises or on a Company assignment;
- (b) Falsification of Company records or other documents, including but not limited to, medical statements, recording of time statements and entering or recording time statements of another Associate;
- (c) Leaving Company property at any time during a work shift without notifying Supervisor except at quitting time, unpaid lunch periods, or as may be provided for elsewhere in these rules or the Agreement;
- (d) Intentional interference with the performance of work by other Associates, or countermanding instructions of Supervisors or Managers; or giving false instructions to fellow Associates;
- (e) Possession, storage, use, distribution, being, or becoming under the influence of any alcoholic beverage (equal to or above current DOT - regulations), drug, narcotic, or any intoxicant (equal to or above current DOT regulations and verified by a NIDA certified lab); while on Company premises or Company business;
- (f) Abuse, destruction, or theft of Company property, or the property of any Associates, or other persons having business with the Company;
- (g) Deliberately restricting work output or influencing other Associates to do the same, or engaging in acts of sabotage;

- (h) Removal of materials, products, parts, documents, reports, or any other Company property from Company premises; unauthorized obtaining, use or disclosure of Company documents, records, logs, photographs, prints, designs, or any other document owned or possessed by the Company;
- (i) Possession of weapons on Company property. Weapons include but are not limited to, guns, ammunition, bows, arrows, explosives or knives with blades longer than three (3) inches in length;
- (j) Criminal conduct connected with employment;
- (k) Committing any act of unlawful harassment, intimidation or discrimination directed toward or concerning an Associate or any other person having business with the Company while on Company premises or on Company assignment;
- (l) Engaging in flagrant unsafe conduct which directly or indirectly causes physical harm or injury to another Associate or anyone having business with the Company;
- (m) Engaging in any outside employment that is in direct competition with the Company or the Company's operations or accepting outside employment that would adversely affect the performance of his/her duties for the Company.

For violation of any of the forgoing rules, an Associate shall be immediately discharged. The Company reserves the right to impose a lesser penalty in its sole discretion.

**29.3 Attendance:** This rule recognizes too much absenteeism or tardiness as a condition that requires correction, but accepts the premise that some absenteeism or tardiness may normally occur. All occasions of absence, leave early or tardy will be assessed minus (-) points pursuant to this rule, except as otherwise noted.

With proper notice and qualification, the occasions for which minus (-) points will not be assessed are: leave early approved by Supervisor due to lack of work; approved vacation; bereavement leave; holiday; jury duty; leave of absence; layoff; union business leave; military leave; approved Workers' Compensation leave; FMLA; PPAT; PTO; and, Maternity/Paternity/Marriage leave. Also, absences due to mandatory court appearance and second (2nd) or subsequent days of a personal injury or illness with a doctor's excuse dated during the period of absence will not be assessed minus (-) points.

Associates who attain seniority shall be given six (6) points. Ten (10) points shall be the maximum point balance that may be held at any time. Plus (+) or minus (-) points will be assessed as follows:

(1) Ten (10) weeks of perfect attendance (defined in 29.4) will earn plus one (+1) point. In the event of layoff, if the layoff during the qualifying period is for greater than two (2) weeks (consecutive or non-consecutive) will not be eligible for perfect attendance those ten (10) weeks.

(2) An absence of less than four (4) hours, will count minus one-half (-1/2) point on a regular workday, regardless if tardy, or leave early. An absence of four (4) hours or more will count minus one (-1) point. The maximum point assessment for any one (1) regular workday shall be one (-1) minus point. If an Associate agrees or is contractually required to work weekend overtime or holiday work, minus two (-2) points for each day of absence will be assessed. An absence of less than four (4) hours will count minus one (-1) point on weekend overtime or a holiday regardless if tardy or leave early, up to a maximum of two (2) points. Associates shall not be assessed minus (-) points for tardiness until they have accumulated thirty-six (36)

minutes of tardiness in any twelve (12) month period. An Associate who has accumulated zero (0) tardy minutes in any twelve (12) month period may have one tardy of up to four (4) hours without receiving minus points. However, the actual tardy minutes will be accumulated. Tardies within the thirty-six (36) minute "grace period" will not count against perfect attendance.

24/7 Work Schedule: On twelve (12) hour workdays an absence of less than four (4) hours will count minus one-half (-1/2) point. An absence of four (4) hours or more will count minus one (-1) point, regardless if tardy, or leave early. On six (6) hour workdays an absence of two (2) hours or less will count minus one-half (-1/2) point, regardless if tardy, or leave early. The maximum point assessment for any one twelve (12) hour or six (6) hour workday shall be minus one (-1) point. If an Associate agrees or is contractually required to work overtime or holiday work, minus two (-2) points for each twelve (12) hour day of absence will be assessed. An absence of six (6) hours or less will count minus one (-1) point on overtime or a holiday regardless if tardy or leave early, up to a maximum of two (2) points.

(3) Any failure to report an absence or tardy (except a tardy of less than thirty (30) minutes prior to the start of a scheduled shift by calling (517) 699-0654 will be assessed an additional minus half (-1/2), in addition to points assessed in (1) above.

If the accumulated point total is reduced to or below the following levels, the following disciplinary action will be taken:

THREE (3) POINTS	VERBAL
TWO (2) POINTS	WRITTEN
ONE (1) POINT	SUSPENSION (UP TO 5 WORKING DAYS)
ZERO (0) POINTS	DISCHARGE

Discipline will be issued not later than fifteen (15) calendar days from the date on which the infraction occurred. Notices of discipline shall include the Associate's then current point total, and copies shall be provided to the Union. The Company may waive or suspend disciplinary time off penalties in its sole discretion.

The following are special conditions and definitions:

- (1) Disciplinary action is determined by point total.
- (2) Time periods are weekly calendar periods, Monday through Sunday.
- (3) Each individual day of absence must be reported by a separate call-in except when an Associate has notified the Company that s/he is under the care of a doctor and has coverage from the doctor for the period of absence. A doctor's statement is required when a personal illness/injury results in two (2) or more days of absence. If not provided, each day counts separately. The doctor's statement must be provided immediately upon return to work and it must include the medical reason for the absence(s), dates of treatment, date of return to work, any restrictions, and must be signed by the attending doctor.
- (4) Call-offs must be made to (517) 699-0654. Failure to do so will be considered non-compliance to these rules.
- (5) An immediate police, fire or family health emergency requiring the presence of an Associate shall be excused if satisfactory written verification is provided to the Company within seventy-two (72) hours from the time of the absence, specifying the nature, degree and duration of the emergency absence. The Associate must report to work as soon as the emergency ends, and will provide verification of the emergency upon request.

- (6) When an Associate agrees or is contractually required to work daily overtime hours and then fails to work such hours, minus one-half (-1/2) point for each two hours of overtime up to a maximum of minus one (-1) point will be assessed.
- (7) On the first Monday in June and December of each year of this Agreement, an eligible Associate with at least one (1) year seniority may redeem points accumulated in excess of six (6) points for (a) eight (8) hours pay per point; (b) eight (8) hours paid time off (PTO) per point, or (c) a combination of both. Associates who redeem points for PTO may utilize PTO in four (4) or eight (8) hour increments. Associate point totals shall be reduced accordingly after points are redeemed. Associates may accumulate a maximum of six (6) PTO days. Associates who have accumulated six (6) PTO days must redeem points under (a) above. All PTO days must be used as vacation time and requested accordingly as defined in Section 15.3. PTO will not be payable upon termination for any reason from the Company. An Associate who redeems points for purchase days in December and/or June may declare one purchase day (8 hours) as a PPAT day. The Associate must declare at the time of redemption that the purchase day will be a PPAT day. The maximum PTO conversion to a PPAT day is two days (16 hours) per year.

24/7 Work Schedule: On the first Monday in June and December of each year of this Agreement, an eligible Associate with at least one (1) year seniority may redeem points accumulated in excess of six (6) points for (a) twelve (12) hours pay per point; (b) twelve (12) hours paid time off (PTO) per point, or (c) a combination of both. Associates who redeem points for PTO may utilize PTO in six (6) or twelve (12) hour increments, or hours remaining if less than six (6). Associate point totals shall be reduced accordingly after points are redeemed. Associates may accumulate a maximum of sixty (60) hours of PTO. Associate point totals shall be reduced accordingly after points are redeemed. Associates who have accumulated sixty (60) PTO hours must redeem points under (a) above. All PTO days must be used as vacation time and requested accordingly as defined in Section 15.3. PTO will not be payable upon termination for any reason from the Company.

An Associate who redeems points for purchase days in December and/or June may declare one purchase day (12 hours) as a PPAT day. The Associate must declare at the time of redemption that the purchase day will be a PPAT day. The maximum PTO conversion to a PPAT day is two days (24 hours) per year.

**29.4 Perfect Attendance Incentive:** Seniority Associates shall receive a bonus of four (4) hours straight time pay for each calendar month of perfect attendance and have at least six (6) attendance points. Payment shall be once each calendar quarter and will be paid within two (2) pay periods from the end of that quarter. Perfect attendance shall be defined as a calendar month in which the Associate does not have any absences, leaves of absence, tardy arrivals (except those within the "grace period"), or leaving early; except for contractual absences which are: Bereavement, Jury Duty, Military Leaves (except active duty), Union Leave (except leaves of more than two (2) weeks), Maternity/Paternity/Marriage Leave, Holidays, Vacations and leave early approved by Supervisor due to lack of work. Associates who have perfect attendance during a calendar month, except for temporary layoff, shall receive a pro-rata attendance bonus as follows: a bonus of three (3) hours straight time pay if laid off for one week or less; a bonus of two (2) hours straight time pay if laid off for more than one (1) week but not greater than two (2) weeks.

## 29.5 Paid Personal Absence Time (PPAT)

- (a) January 1st of each calendar year, seniority Associates shall be credited sixteen (16) hours of Paid Personal Absence Time (PPAT) to be used during that calendar year. The PPAT may be used for any purpose; however, Associates must provide one (1) hour notice before utilizing a PPAT.
- (b) Associates may utilize PPAT in four (4) or eight (8) hour increments. PPAT must be taken within the calendar year, and none will be carried over into the following calendar year. Unused PPAT will be paid within two (2) pay periods from the end of the calendar year. PPAT will not accrue or be payable upon termination or separation from the Company for any reason.
- (c) When eligible and authorized to use PPAT, Associates shall receive pay at their straight time hourly rate of pay.

### 24/7 Work Schedule:

- (a) January 1st of each calendar year, seniority Associates shall be credited twenty-four (24) hours of Paid Personal Absence Time (PPAT) to be used during that calendar year. The PPAT may be used for any purpose; however, Associates must provide one (1) hour notice before utilizing a PPAT.
- (b) Associates may utilize PPAT in six (6) or twelve (12) hour increments. PPAT must be taken within the calendar year, and none will be carried over into the following calendar year. Unused PPAT will be paid within two (2) pay periods from the end of the calendar year. PPAT will not accrue or be payable upon termination or separation from the Company for any reason.
- (c) When eligible and authorized to use PPAT, Associates shall receive pay at their straight time hourly rate of pay.

## Section 30 - Substance Abuse Testing:

### **30.1 Testing:** The Company may test bargaining unit members:

- (a) Whenever reasonable suspicion exists that the Associate is in violation of 29.2 (e); or,
- (b) As part of a fitness for duty medical exam for Associates who are subject to an initial or renewal license, to operate hi-lo, crane; or return to work from any absence of more than twenty-eight (28) calendar days; or is injured on-the-job;
- (c) Following an accident that causes significant damage to property or results in outside medical attention.

**30.2 Testing Positive:** Any Associate that tests positive (29.2 (e)) for any intoxicating drug or mind-altering drug, alcohol, unlawful drug or narcotic, shall be discharged.

**30.3 Associate Refusal:** Any Associate that refuses, or fails to comply with a request to submit to a drug or alcohol screen test shall be discharged.

**30.4 Consumption of Non Prescribed/Prescribed Drugs:** Associates must inform the Human Resources Department of the consumption or use of non prescribed or prescribed drugs or substances that may have an effect on the Associate's ability to work safely.

**30.5 Reporting Dependence:** An Associate may voluntarily report their drug or alcohol dependence and shall be granted a personal leave of absence. The Associate will be reinstated to employment under the same conditions as outlined for discharged Associates in 30.6 (a) (b) and (c) except that the Associate shall be subject to random drug or alcohol testing upon return to work for twelve (12) months thereafter.

**30.6 Associates Discharge/Reinstatement:** An Associate discharged under 30.2 or granted leave under 30.5 will be reinstated to employment on a once-in-a-lifetime opportunity under the following conditions; except as noted in (f) below:

- (a) The discharged Associate enters a Company/Union approved drug/alcohol (as appropriate) rehabilitation program within ten (10) calendar days from the date of discharge or leave and releases the program to provide the Company with progress updates;
- (b) The Associate complies with the recommendations of the program and makes satisfactory progress. After obtaining a release from the rehabilitation program to return to work and successfully completing a physical and drug/alcohol screen, the Associate may be reinstated to work prior to completion of the rehabilitation program, but not until at least twenty-one (21) calendar days have lapsed from the date of discharge under Section 30.2;
- (c) The reinstated Associate will be subject to random drug/alcohol testing for eighteen (18) consecutive months following the date of reinstatement to employment and, as a condition of employment, must successfully complete the rehabilitation program;
- (d) The opportunity for reinstatement after discharge under 30.2 shall be limited to Associates that have never been discharged under 30.2, have never been granted leave under 30.5, or never before tested positive for drugs or alcohol;
- (e) Any Associate that is discharged under 30.2 and is involved in injury to other persons shall not be entitled to reinstatement under this Section 30.6;
- (f) Associates discharged for testing positive for alcohol under 30.2, granted leave under 30.5, and who have been reinstated under 30.6, shall be offered one final opportunity for rehabilitation and reinstatement under the following conditions. Following discharge, the Associate must comply with 30.6 (a), (b) and (c) above except that the Associate will not be reinstated until at least sixty (60) calendar days have lapsed from the date of discharge. The Associate will be subject to random drug/alcohol testing for twenty-four (24) consecutive months following the date of reinstatement of employment.

### **Section 31- Discipline/Discharge**

**31.1** Discipline or discharge of bargaining unit members shall be governed by the following:

- (a) An Associate will be offered an interview and Union representation to receive notice of discipline or discharge, or for situations that may result in discipline or discharge. If an Associate requests representation, the interview shall not occur until the committeeperson is present;
- (b) Where circumstances permit, an Associate will be given an opportunity to confer with their committeeperson prior to and after issuance of discipline or discharge;

- (c) The Associate and the committee person will be given a copy of the discipline or discharge notice. If the Associate has refused representation, the Company will give the Union a copy of the notice within two working days (Mon - Fri). This notice will specify the nature of all alleged violations, the discipline or discharge imposed and the effect of future violations. Where such notice of discipline or discharge is by mail without a personal interview of the Associate, then a copy of the notice shall be provided to the Chairperson of the committee within two working days (Mon - Fri);
- (d) Associates who are suspended or discharged will be given an opportunity to confer with their committee person prior to leaving the plant, circumstances permitting. A private area will be provided for the conference;
- (e) Discipline will be issued not later than fifteen (15) workdays from the date of the infraction or from the date that the Company becomes aware of the infraction, whichever is later;
- (f) The Company may suspend an Associate pending investigation without pay, for a period not to exceed fifteen (15) working days. The suspension shall be for the purpose of allowing the Company time to investigate acts of misconduct, violations of Work Rules, or other offenses of a serious or complex nature. Failure of the Company to issue discipline at the conclusion of a suspension pending investigation shall bar issuance of discipline and the Associate will be compensated for all time lost;
- (g) In the event that an Associate who is the target of a Company investigation or discipline is not available for any reason, thereby making the Company's investigation incomplete or issuance of discipline or discharge difficult, then all time limits are suspended until the Associate is available to complete the investigation or disciplinary action.

### **Section 32 - Definition**

**32.1 Associate:** Whenever the term Associate shall be used in this Agreement, it shall mean Associates with seniority employed in the bargaining unit.

### **Section 33 - Complete Agreement**

**33.1** This Collective Bargaining Agreement constitutes the full and complete Agreement between the Company and the Union. No other agreement of any type or kind shall be deemed to exist, unless reduced to writing and executed by the Company and Union.

### **Section 34 - Notice of Sale**

**34.1 Notice to Buyer or Lessee:** In the event the Company sells or leases all or part of its business to the extent that it affects bargaining unit Associates, 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.

**34.2 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.

### **Section 35 - Separability**

**35.1 Separability:** If any term or provision of this Agreement is at any time during the life of this Agreement, adjudged by any court or administrative tribunal of competent jurisdiction to be in conflict with any law, and after appeal or final order, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement. Upon notice of invalidity of any Section or portion of this Agreement, the Company and Union shall immediately enter into negotiations.

### **Section 36 - Duration**

**36.1 Definition:** This Collective Bargaining Agreement shall become effective at 12:01 a.m. on October 1, 2017, after this Agreement has been ratified and executed by both the Union and Company. Thereafter, it shall be in full force and effect until midnight, September 30, 2020. It shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify this Agreement is given by the Company or Union to the other and received not later than sixty (60) calendar days prior to the expiration date, or the expiration date of any succeeding year in the case of automatic renewal. Notice of termination Agreement or modification must be served by Certified U.S. Mail, Return Receipt.

This Agreement has been executed this 1st day of October, 2017.

**UAW Regional Director:**

Gerald Kariem



**UAW International Representative:**

Michael DiCosola



**UAW Bargaining Committee:**

Todd Collins, Chairperson



Rodney Potter, 1st Shift Committeeperson



Daniel Faunce, 2nd Shift Committeeperson



Robert Barros II, 3rd Shift Committeeperson



**RSDC of Michigan, L.L.C.:**

Terri Simmerman, Human Resources Manager



Alan Schultz, Operations Manager



Scott Wallas, Controller



