

AGREEMENT

between

FLEX | N | GATE

Shelby Township, Michigan

and

International Union,
United Automobile, Aerospace
and Agricultural Implement
Workers of America

UAW

LU 400

July 14, 2020 – July 13, 2023

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ARTICLE 1 RECOGNITION

Section 1: Certification – This Agreement is made and entered into as of **July 14, 2020** by Flex-N-Gate Shelby, LLC operations and International Union, United Automobile, Aerospace & Agricultural Implement Workers of America, UAW, and its Local Union 400.

Section 2: Recognition – The Company recognizes the Union as the sole and exclusive bargaining agent for all the full-time and regular part-time employees including all employees in the following classifications at its plant located at 52674 Shelby Parkway, Shelby Township, MI 48315.

- Production Associate
- Material Handler
- Top Cap Picker
- Shipping
- Quality Inspector
- Tool Crib Attendant
- Team Leader
- Maintenance Technician
- Controls Technician

Section 3: Introduction – Flex-N-Gate holds that the basic interests of employers and employees are the same. However, at times employees and the Management have different ideas of various matters affecting their relationship. The Management of Flex-N-Gate and the UAW are convinced that there is no reason why these differences cannot be peacefully and satisfactorily adjusted by sincere and patient effort on both sides.

Section 4: Preface – Flex-N-Gate and the UAW recognize their respective responsibilities under Federal, State and Local Laws relating to fair employment practices.

Flex-N-Gate and the UAW recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of age, race, color, sex, religion, national origin, disability or sexual orientation.

Section 5: Agreement - Entered into this **14th day of July, 2020**, between Flex-N-Gate hereinafter referred to as the “Company” and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local Union 400, hereinafter referred to as the “Union.”

Section 6: Company and Union Agreements – It is mutually agreed and understood that any Agreement reached by the Company and the Union is binding and cannot be changed by an individual.

Section 7: Define Employee – As used herein, the term “employee” and personal pronouns having reference to employees, whether masculine or feminine, shall include both the male and female sex,

unless otherwise required by context.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1: Sole right to Manage Business - The Company retains the sole right to manage its business including, but not limited to, the right to determine the labor requirements to hire, direct, assign, recall, transfer and promote, to make and revise shift schedules, determine starting and quitting times and hours of work, to determine the number and classification of employees to be utilized, to determine job requirements and job content, determine the skills, abilities and qualifications of employees, to reprimand, demote, suspend and discharge only for just cause, maintain efficiency of operations and to maintain, adopt, revise and enforce reasonable shop rules and attendance standards not inconsistent with the provisions of this Agreement.

Further, the control of its properties and the maintenance of order on its premises are retained by and is solely the responsibility of the Company. The parties agree that the Company reserves to itself exclusively and solely all the rights pertaining to plans and decisions on all matters involving the regulation and the quality of work, the work to be performed, the products to be manufactured and services rendered, the extent of operations, the schedule, the methods, means and processes of work, the work to be contracted in or out, or purchased on a permanent or temporary basis, the selection, procurement, and control of raw materials, semi-manufactured or finished parts which may be incorporated into products manufactured, the selection, procurement, installation, tryout and control of all machinery, tools and equipment, the revision of existing methods, facilities, technologies, and introduction of new or improved methods and facilities.

Section 2: Subcontracting - It is recognized that in order for the Company to maintain its ability to respond to the market, meet Flex-N-Gate business requirements, changing customer demands, design changes, maintain optimal product mix and to remain cost competitive, the Company retains the right to subcontract work. The parties recognize it is preferable to have bargaining unit employees perform production and certain maintenance work at the plant where the work in question is an integral part of the plant's manufacturing processes and can be efficiently performed by Company employees. Certain work, however, may not be integral to the manufacturing process and may be obtained from outside vendors. In considering subcontracting, the Company will consider the scope of the work, time frame in which to perform such work, skill requirements and efficient utilization of existing employees, the duration of the project, necessary equipment and overall cost. Subject to the provisions of this Article, the Company retains the right to subcontract with outside vendors, and will consider Union Contractors when possible, to perform such tasks. The Company agrees that it will not subcontract bargaining unit work, except in unforeseen and emergency situations, without first providing advanced notice to the Union related to the matter. In such discussions, the Company will give the Union an opportunity to propose viable alternatives to the planned subcontracting, provided that such discussions will not result in a delay in implementing the Company's subcontracting plans.

The above rights of Management are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to Management, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 3 UNION SECURITY & CHECK-OFF OF UNION MEMBERSHIP DUES

Section 1: Union Membership - The Company will not attempt to discourage or interfere with the right of any employee to join the Union or maintain status with the union. The Company will not discriminate against, interfere with, restrain or coerce any employee because of membership or lawful activity of the Union.

Section 2: Membership Dues Deduction - During the life of this Agreement, the Company shall deduct Union Membership dues and initiation fees levied by the International Union or the Local Union in accordance with the Constitution and By-laws of the Union, from the pay of each employee who executes, or has executed, in writing to the Company an authorization for such (check-off) on forms provided by the Union.

The Company agrees to deduct from first pay date of each calendar month of members of the Union, the regular monthly membership dues, initiation fees, and contractually negotiated bonuses to pay the amount so deducted.

All sums deducted shall be remitted on a monthly basis to the Union Financial Secretary/Secretary-Treasurer no later than two (2) weeks after the last pay period of the calendar month.

The Company will furnish the Financial Secretary/Secretary-Treasurer of the Union a monthly record of those from whom deductions have been made, together with the amount of such deductions including terminated and newly hired employees.

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

Section 3: V-CAP Check-Off - The Company agrees that during the life of this Agreement to deduct from the pay of each employee voluntary contributions to UAW V-CAP providing each employee who executes, or has executed, in writing to the Company an authorization for such (V-CAP check-off) on forms provided by the Union.

Deductions shall be made pursuant to the forms received by the Company from the employees first pay period in the first month following receipt of the check-off authorization card and shall continue until revoked.

The Company further agrees to furnish the Local Union with the name, address, and date of last authorization of those employees for whom deductions have been made. The Company further agrees to furnish the Local Union with a monthly and year-to-date report of each such employee's deductions.

The Company agrees to remit said deductions promptly to UAW V-CAP with UAW Region 1 on memo line to an address in Detroit given to the Company by the International Union.

ARTICLE 4 REPRESENTATION

Section 1: Union Representation - The Union shall be represented by a Chairperson of the Committee and one (1) committeeperson per shift. In the event the population increases and the Union brings it to the Company's attention the need for more representation, the Company and Union will meet and come to a reasonable solution and if needed another district will be created therefore needing another committeeperson.

The following representatives of the Union will function as the Bargaining Committee for the plant, provided they are, and continue to be, seniority employees working at the Company and are in good standing per the UAW Constitution and Local Union By-Laws, for the purpose of representation of grievances between the Company and the employees. This includes the investigation and the processing of grievances in accordance with the procedure set forth in this Agreement as well as conducting contract negotiations and other legitimate Union business that takes place between the Company and the Union.

1. A Plant Bargaining Committee will consist of members of the Local Union elected to the following positions:
 - a) One Chairperson – who shall be the Chairperson of the Bargaining Committee. Since the Chairperson is elected plant-wide by all shifts, he shall have access to all employees to conduct union business. In the absence of the Chairperson, the Chairperson shall designate one of the committeepersons to function in this capacity.
 - b) Committeepersons – will be elected by shift or district for each applicable shift or district.
 - c) Alternate Committeepersons - will be elected by applicable shift and whose duties shall be the same as the committeeperson in his absence. In the event the Alternate is absent the Chairperson shall appoint someone to act in that capacity until he returns.
 - d) The Local Union Officer, if an employee of the Company, shall be recognized as a member of the Bargaining Committee during contract negotiations.

Section 2: General Provisions

1. In the event a shift is eliminated and re-established, the elected committee person/alternate shall re-assume their position provided it is in their elected term.
2. The Chairperson will function for the purpose of adjusting grievances in accordance with the Grievance Procedure and for other legitimate representation functions. It is understood and

agreed that the Chairperson will not arbitrarily be denied time requested to handle Union business.

3. The Committeeperson(s) will be employed on full-time jobs, however will be allotted the necessary time needed for legitimate representation functions. The time set forth will be mutually agreed on.
4. When an employee requests a Committeeperson, the Supervisor will send for the Committeeperson without undue delay, but in no case will it be longer than the end of the shift. The Parties agree the authority of such Committeepersons so designated by the Union has been limited to and shall not exceed those duties outlined in this Collective Bargaining Agreement. It is understood and agreed that permission to leave his/her work for the purpose of performing his/her functions under this Collective Bargaining Agreement will not be arbitrarily denied to the Committeeperson and such time shall be reasonable and not abused by the Committeeperson.
5. The Bargaining Committee shall be paid their rate of pay including shift premium, if applicable, for time lost from their regular work schedule or their extended work schedule (upon mutual approval) for the investigation and processing of grievances, representing employees in the discipline procedure, and when attending meetings with management.
6. The Company and the Union recognize the importance of providing an orientation program for new employees. Therefore a Union designated representative will be introduced to new employees and provided time to address the new employees in a private setting, during orientation and will be given up to an hour for twenty five (25) or less employees and up to two (2) hours for over 25 employees as part of the orientation program. The orientation program will take place prior to the new employees completing their probationary period.
7. In the event of a reduction in force or layoff, the Chairperson and Committeeperson(s) shall be retained regardless of seniority as long as any employees whom they represent are retained at work on their shift and capable of performing the available work.
 - a) Alternate Committeeperson(s) shall, at the point they would be subject to being removed from their shift, be retained on a job they can do that is operating on their shift. If after complying with all of the terms of this Agreement, alternate committeepersons are laid off, they will be the first to be recalled in their regular jobs when work starts on their shift on jobs they are capable of performing.
 - b) In instances where the necessity of representation is needed on the shift they were elected is due to the Committeeperson being on a leave, the alternate will be afforded the opportunity to return from layoff and assume the position of committeeperson.

8. Union representation will be provided during all production and maintenance overtime hours provided that the Union representatives are qualified to perform the work available and there are no less than five (5) bargaining unit employees on their shift scheduled to work. If the Union representative is not qualified to perform the work, the union reserves the right to appoint a representative for the shift who is qualified to perform the available work.

Section 3: Special Seniority of the Bargaining Committee – The members of the Bargaining Committee who have been designated by the membership to represent them, shall head the seniority list on their shift during their terms of office for layoff and recall purposes only. The Chairperson of the Bargaining Committee shall head the seniority list on all shifts.

Although the Chairperson will be assigned to the first shift it is understood that he/she represents all shifts, on occasion it may be necessary to work the other shifts for representation purposes.

Section 4: Notification to the Company – The Union shall furnish the Company, in writing, the names and the positions held by each Representative prior to them taking office. If any change in the personnel of such Union Representatives occurs while this Agreement is in effect, written notice of such change shall be furnished to the Company.

Section 5: Overtime During Grievance meeting – If a Committeeperson is required for the purpose of attending grievance meetings prior to, or after, their scheduled shift, the time so spent in such meeting shall be considered as part of their scheduled work hours. Time worked in excess of their scheduled work hours, shall be paid as defined in the overtime section.

Section 6: Local President/Financial Secretary – The Company will allow the Local President/Financial Secretary, or the President's designee, the right to enter the Plant to post Union literature and to discuss financial issues, i.e. union dues. It is understood that such officials will call the Company in advance of any such visitation. Such permission will not be unreasonably denied.

Section 7: International Representatives – The Company will allow International Representatives the right to enter the premises for the purpose of assisting the Bargaining Committee, grievance investigation and attending grievance meetings, contract negotiations, meeting with Plant Management to discuss contractual issues, meeting with Union Representatives and other legitimate union business/visits. It is understood that such officials will call the Company in advance of any such visitation.

Section 8: Grievance Meetings – Grievance meetings between Management and the Union, when necessary, will be held on dates and at times by mutual agreement.

Section 9: Management and Bargaining Committee Meetings – Management and the Bargaining Committee will meet on a regular basis to discuss those items that are of mutual interest and could include grievances at Step 2 of the Grievance Procedure. These meetings may include business items

as well as topics the Bargaining Committee may wish to discuss, which are not a part of the formal Grievance Procedure. The intent of such meetings is to achieve continuous communication and improvements on a two-way basis.

Section 10: Bulletin Boards – The Company will provide one (1) bulletin board enclosed with glass and lock for the purpose of posting Union information. The following are some examples for use of the bulletin boards but not inclusive.

1. Notices of Union meetings;
2. Notices on Union elections and results thereof;
3. Notices of recreational and social events.
4. Other notices concerning bona fide union affairs which are not political or controversial in nature.

The Union will provide the company a copy of all postings and promptly remove from such Union bulletin boards, upon written request of Management, any material which is libelous, scurrilous, or detrimental to labor-management relationship.

ARTICLE 5 PROGRESSIVE DISCIPLINE

Section 1: The Company reserves the right to establish reasonable rules of conduct necessary to ensure acceptable conduct. Furthermore, the Union reserves the right to grieve the reasonableness of such rules. The Company reserves the right to discipline or discharge an employee for just cause. The following will apply when discipline is being issued under the reasonable rules of conduct. The company reserves the right to skip progression for Level II and serious safety rule violations.

Progressive discipline steps:

- Verbal warning (recorded)
- Written warning (recorded)
- Final Written Warning (recorded) – 3 day Suspension (balance of shift plus 3 days)
- Termination/Discharge of employment for just cause

Documented disciplinary action administered will remain in effect for a period of 12 months utilizing a backward rolling calendar, beginning on the date of the most recent violation.

ARTICLE 6 GRIEVANCE PROCEDURE

Section A The purpose of the Article is to provide an orderly method for the settlement of a grievance between the parties regarding an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work, but such grievance shall be submitted to the following Grievance Procedure.

Section B Any alleged violation for which there is another specific remedial procedure or forum established by law or by regulation having the force of law shall not be the basis of any arbitration proceeding but can be filed and processed up through the arbitration step.

Section C

Step 1 An employee may first take up his/her grievance with their immediate supervisor or Management Representative within five (5) work days of the occurrence. Occurrence is herein defined as the time as which the grievance became, or should have become aware of the action or incident. If the grievance is not satisfactorily adjusted, the employee may request the presence of their Union Steward. Any settlement reached at this step is not precedent setting for any purpose.

Step 2 If the grievance cannot be satisfactorily adjusted in the first step, it shall be put in writing on a form supplied by the Union and shall be submitted to the Superintendent or his designee within three (3) work days after receipt of the Step 1 answer or the expiration of the response period whichever is earlier. The grievance shall state the paragraph of the Agreement alleged to be violated, the contention of the employee and Union in respect thereto, shall state the remedy requested and shall be signed by the employee and the Steward. The Company shall have three (3) work days to submit their answer back. A grievance resolved at this level will not set a precedent for any purpose. If the complaint is not settled in Step 2, it shall be advanced to the third step of the Grievance Procedure.

Step 3 If the grievance is not settled at Step 2, it shall be submitted to the Human Resources Manager and General Manager or their designee within five (5) work days after receipt of the Step 2 answer or the expiration of the response period whichever is earlier. Within seven (7) work days after the advancement of the grievance to Step 3, the designated Company Representative and UAW Representative shall schedule a meeting to discuss the grievance. The Company shall have five (5) work days to give its written answer to the UAW International or local servicing representative. A grievance resolved at this level will not set a precedent for any purpose unless agreed otherwise. Termination grievances will start at step 3.

Step 4 Grievances that are not settled through Steps 1 – 3 of the grievance procedure may be submitted to State/Federal Mediation in an attempt to resolve grievances before arbitration. The moving party shall be responsible for notifying the other party of their demand for mediation and shall contact the Mediator and scheduling this meeting within five (5) work days after receipt of step 3 response. The parties agree that representatives of the parties who have the authority to resolve the grievances being mediated will be present at the mediation meeting.

Step 5 If the grievance is not settled in Steps 1- 4, the moving party must appeal the grievance to arbitration by notifying the other party in writing within sixty (60) work days after the step 4 meeting. The right to file for arbitration is vested exclusively in the Union or the Employer.

Section D **Arbitration**

Disposition of any grievance that is made in the final step of the complaint procedure shall be considered as final and binding on both parties unless either party submits the same to arbitration per Step 4 or Section above.

In the event a grievance is processed to arbitration, an arbitration panel shall be jointly requested by the Company and the Union from the American Arbitration Association per its voluntary labor arbitration rules and regulations.

The arbitrator selected shall have the authority only to settle disputes arising under this Agreement concerning the interpretation and application of the Agreement to the facts of the particular grievance involved. If the grievance concerns matters not covered by this Agreement, it shall be returned to the parties without decision. The arbitrator shall have no power to add to, subtract from, or modify this Agreement or any supplement to it. He shall have no power to establish or change any wage or rate of pay. However, the amount of back pay that may be due to an employee held to be improperly discharged shall be subject to arbitration. The arbitrator shall have no power to pass upon the services to be performed or any other function that belongs to the Company. Disputes over life and health insurance provisions and pension plan provisions shall not be arbitrable.

There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Union, its members, the employee or employees involved, and the Company, unless rendered outside the scope of his authority.

Multiple grievances may be presented at an arbitration hearing solely by mutual agreement of the parties.

The costs of the arbitration shall be borne by the Union and the Company, share and share alike. The costs shall be limited to the fees and expenses of the arbitrator. The fees and expenses of a stenographer shall be borne by the party requesting such. Each party shall bear the costs of its own attendees including witnesses, union chairperson, and such other expenses as that party may incur.

Section E Any grievance not filed within a prescribed time limit or not advanced to the next Step by the moving party within the time limit in that Step, shall be deemed abandoned and the parties last position shall be granted/upheld, subject to any limitations set forth in the agreement. Time limits may be mutually extended by the Company and Union, in writing, then the new date shall prevail.

Section F The Company shall not be required to pay back wages prior to five (5) work days from the date a written grievance is filed.

- 1) All claims for back wages shall be limited to the amount of wage that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of back pay.
- 2) No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

Section G Any agreement reached between management and Union representative(s) is binding on all employees affected and cannot be changed by any individual. The effective date of any settlement shall be indicated on the Grievance Form, which shall be signed by the appropriate representative of the Union.

Section H Workdays, for purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.

Section I In instances where the UAW's International Executive Board, Public Review Board, Constitutional Convention Appeals Committee or Local 400 have reviewed a grievance disposition and found that such disposition was improperly concluded by the Union body or representative involved, the Union may so inform the plant Human Resources Manager and request in writing that such grievance be reinstated in the parties' grievance procedure at the same level at which it was originally settled. After receipt of such written request, the grievance will be so reinstated by the Company.

It is understood by the parties, however, that the Company will not be liable for any back pay claims from the time of original disposition to the time of reinstatement of the grievance, and it is further agreed that the reinstatement of any such grievance shall be conditioned upon agreement by the Union and the employee(s) that neither will pursue such back pay claim against the Company.

This agreement to reinstate grievances is not to be construed as modifying in any other way either party's rights or obligations pursuant to the Collective Bargaining Agreement or the final and binding nature of any other grievance resolutions.

ARTICLE 7 SENIORITY

Section 1: Acquiring Seniority - New employees will be considered probationary employees during their first ninety (90) calendar days of continued employment.

During this period, there will be no responsibility on the part of the Company to retain such employee on the payroll and the layoff or discharge of such employee shall not constitute the basis for a grievance against the Company.

A probationary employee who has been laid off for twelve (12) months or less and who is recalled will complete the remaining period of their probationary period or work thirty (30) working days whichever is greater. The seniority of such employee shall commence with the employee's most recent date of employment.

There shall be no responsibility for the recall or reemployment of an employee if he is laid off or discharged during his probationary period.

After an employee has completed ninety (90) calendar days of employment his name shall be placed on the Seniority List as of such date of hire, which shall constitute his seniority date. Employees who are hired on the same date will be placed on the Seniority List in alphabetical order by last name from "A to Z", "A" being the highest seniority.

Section 2: Employee Information - The Company shall rely on the last name, address and telephone shown on its records for layoff and recall notices and for all other purposes. Neither Company nor the Union shall be responsible for the employee's seniority if changes are not submitted by the employee in a timely fashion.

Home Address – To protect seniority, it is the employee's responsibility to keep the Company

informed of the correct home address and telephone numbers. Such changes must be in writing and submitted to the Human Resource Department.

Section 3: Seniority List – The Company shall, at the union’s request on a monthly basis, provide the Union with a complete seniority list of all employees to include the following information:

1. Name
2. Seniority Date
3. Current Classification and Shift
4. Telephone
5. Address

Section 4: Seniority of Employees in the Armed Forces – The Company and the Union agree that draftees and enlistees into the Armed Forces of the United States shall be given all the benefits afforded them by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Section 5: Loss of Seniority - An employee shall be terminated and lose seniority if:

1. The employee quits.
2. The employee is discharged for cause and not reinstated.
3. The employee is absent for two (2) consecutive work days without notification to the Company, and without a justifiable reason for their absence, unless beyond their control to do so. After such absence, Management will send written notification to the employee at his/her last known address that he/she has lost his/her seniority.
4. The employee fails to return to work from a layoff within seven (7) calendar days after the Company has notified the employee to return by certified mail sent to the last address furnished to the Company by the employee. In some instances, exceptions shall be made if the employee can satisfactorily substantiate and has promptly informed the plant that for a reason beyond his/her control he/she was unable to comply with such call to return.
5. The employee fails to return to work after the expiration of a leave of absence without a justifiable reason.
6. The employee has been laid off and the layoff continues for a period equal to his or her seniority or for one (1) year; whichever is less.
7. The employee is on a leave of absence for a period equal to his or her seniority at the time the leave begins or one (1) year, whichever is less. Such leave may be extended at the sole

discretion of the Company with advanced notice of at least two (2) weeks prior to the expiration of the initial leave period.

8. The employee retires.

Section 6: Employees Transferred Outside Bargaining Unit - Any employee, who is transferred from the bargaining unit to any position in Flex-N-Gate outside of the bargaining unit, shall continue to accumulate seniority outside of the bargaining unit for a maximum of six (6) months. After said six (6) month period, the transferred employee shall lose all bargaining unit seniority. The aforementioned is a one-time six (6) month opportunity for the duration of the Agreement. Any time worked outside of the bargaining unit will be counted toward the six (6) months.

ARTICLE 8 NON-DISCRIMINATION

Section 1: Non-Discrimination & Employee Treatment – The Company provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, political affiliation, union activity, or service in the military or any other characteristics as applicable with state or local laws requirements. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

The Company expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

ARTICLE 9 HEALTH AND SAFETY

Section 1: General – The Company will make reasonable provisions for the safety and health of its employees during the hours of their employment. The Company, the Union and the employees recognize their obligation under existing Federal and State laws, with respect to safety and health matters.

Section 2: Safety Team – Safety is the overriding priority of the Company and the Union. Maintaining a safe work environment is critical to the prevention of safety incidents. The Company and the Union are committed to providing a safe and sanitary environment in which to work.

The company will establish a minimum of two (2) authorized first responders per shift and provide first aid/CPR training.

There will be a Joint Safety Team consisting of at least two (2) members appointed by the Company and two (2) members appointed by the Union. The team will be responsible for the following:

1. Conduct bi-weekly safety tours during normal work hours (Imminent danger situations will be

resolved immediately).

2. Discuss issues identified and how to resolve those issues.
3. Make recommendations for training employees and assist in the scheduling and presentation of training sessions.
4. Conduct systematic safety inspections.
5. Meet on a monthly basis to review safety results, initiatives and open items identified during safety tours and previous meetings.
6. Publish minutes of each meeting.
7. Investigate all accidents and injuries.

Employees are required to observe established safety rules and regulations.

1. Should an employee feel an unsafe condition exists he must call the matter to the attention of the Supervisor and/or Committeeperson.
2. If the matter is still not resolved, the employee may bring the issue to the Joint Safety Team meeting.
3. If it is still not resolved, it may be taken up in the grievance procedure step 3.

Nothing in this paragraph or Agreement is intended in any way to modify or amend the rights and responsibilities of employees, the Union, or the Company under applicable State or Federal statutes. At no time will an employee be disciplined for refusing a direct order if obeying the order would subject the employee to risk of bodily harm.

Section 3: Personal Protective Equipment (PPE) – The Company will furnish Personal Protective Equipment where the Company requires such equipment. (i.e. gloves, safety glasses) PPE that is damaged or broken through no fault of the employee or due to normal wear and tear will be replaced at no charge to the employee. Replacement for lost PPE will be made available for purchase.

Section 4: First Aid – The First Aid kits and AED will continue to be provided and maintained.

Section 5: Warm Weather – The Company shall provide bottle water or electrolyte popsicle, whenever the inside Plant temperature reaches 90 degrees or more.

Section 6: Cold Weather – The Company shall provide hand warmers and/or other cold weather gear whenever areas temperatures inside the Plant falls to 50 degrees or below.

ARTICLE 10 HOLIDAYS

The Company extends a paid holiday benefit to regular full-time seniority employees. The holiday schedule will be published on an annual basis in early January of each year.

Holidays are paid at 8 hours straight time for those on a traditional schedule.

Holidays are paid at 10 straight time hours when employees are scheduled to work a recognized holiday, provided you work the last scheduled workday prior to and the first scheduled workday following the holiday. Should the holiday fall on a day the employee would not be regularly scheduled to work, employees will be paid 8 hours straight time, provided you work the last scheduled workday prior to and the first scheduled workday following the holiday.

Scheduled vacation, approved leaves of absence, jury duty and bereavement excused days will be considered days worked for purposes of satisfying the pre- and post-holiday workday requirements. In the event of a layoff, employees must work the last scheduled workday prior to and the first scheduled workday following the layoff to be eligible for holiday pay.

Religious observances - employees who need time off to observe religious practices or holidays not already scheduled by the Company should speak directly with HR. The company will seek to reasonably accommodate individuals’ religious observances.

Flex-N-Gate Corporation recognizes the following as paid holidays during any calendar year:

HOLIDAY SCHEDULE 2020	HOLIDAY SCHEDULE 2021	HOLIDAY SCHEDULE 2022	HOLIDAY SCHEDULE 2023
New Year’s Day	New Year’s Day	New Year’s Day	New Year’s Day
Martin Luther King Day	Martin Luther King Day	Martin Luther King Day	Martin Luther King Day
Good Friday	Good Friday	Good Friday	Good Friday
Memorial Day	Memorial Day	Memorial Day	Memorial Day
Independence Day	Independence Day	Independence Day	Independence Day
Labor Day	Labor Day	Labor Day	Labor Day
Federal Elections Day	Veteran’s Day	Federal Elections Day	Veteran’s Day
Thanksgiving	Thanksgiving	Veteran’s Day	Thanksgiving
Day after Thanksgiving	Day after Thanksgiving	Thanksgiving	Day after Thanksgiving
Christmas Eve	Christmas Eve	Day after Thanksgiving	Christmas Eve
Christmas Day	Christmas Day	Christmas Eve	Christmas Day
New Year’s Eve	New Year’s Eve	Christmas Day	New Year’s Eve
		New Year’s Eve	

Section 1: Holiday Policy and Pay

1. Holiday pay shall be paid according to the employee’s base rate of pay.
2. Holiday pay will be used to calculate overtime where applicable.
3. Employees on any type of leave are not eligible for holiday pay unless substituting paid vacation. Any approved leave of absence commencing within a week prior to the holiday or ending within a week after the holiday (maximum fourteen (14) day period pre- and post-holiday), the employee shall receive pay for such holiday(s).
4. In order to qualify for a paid holiday, the employee must work as scheduled the last day before and after the holiday. Employees must have been employed by the Company for 90 continuous calendar days to be eligible for paid holidays.
5. The Company will specify the date a holiday is recognized as a paid day off. In the event

that customer demands would make it necessary to work on any of the above mentioned holidays, employees who are required to work will receive both double time and holiday pay for hours worked.

6. Holidays falling on a Sunday will be observed on the following Monday or in accordance with the customer schedule. Holiday schedule will be posted in January of each calendar year.

ARTICLE 11 NO STRIKE, STOPPAGES, LOCKOUTS

Section 1: No Strike, Stoppages, Lockouts – During the term of this agreement the Union shall not, nor shall any bargaining unit member, 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 of interference with the Company's business or operations. In the event a member or group of members covered by this agreement participates in any such unauthorized activity, the Union agrees that upon notification from the Company of such occurrence, it will direct such member or group of members to resume normal work activity and will take effective means to terminate the unauthorized conduct.

The Union agrees that it (and its officers) will take prompt affirmative action to prevent or stop unauthorized strikes, sympathy strikes, sit-downs, stay-ins, slowdowns, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work or interference with the operations of the Company or in any manner noted in Section 1, by notifying the employee.

Unauthorized Stoppages – Any member who violates the terms of this section shall be subject to disciplinary action up to and including discharge.

Section 2: No Lockouts – The Company will not lock out any employees during the term of this Agreement.

ARTICLE 12 SHIFT PREFERENCE

Section 1

1. The Company shall grant seniority employees the right to elect to move to another shift within their classification on an annual basis. To accommodate their move, the Company will move the least senior employees to another shift within that same classification.
2. Employees desiring shift preference will notify the Company by the first Friday in October, for the shift preference to be effective on the first Monday in January, respectively.
3. Employees must notify the company by completing a shift transfer sheet. No sheets will be accepted beyond the first Friday in October.
4. Shift transfers will be limited to 10% of the most senior employees for the direct classification and 50% for the indirect classifications.

Section 2

The Company and Union recognize that life events may arise outside of the established shift preference window. Quantifiable life events acceptable to the Company, will be reviewed to determine if requests can be granted for shift preference outside of the normal window. Such life events may include, child care, change in spouse's employment status, care for employee's own health condition and/or immediate family member, etc. Any changes made outside of the standard shift preference procedure will remain in effect for a minimum of 1 year from the date of change and will be subject to the plant-wide shift preference timing thereafter.

ARTICLE 13 REDUCTION IN FORCE (RIF)/LAYOFF/RECALL

Section 1: Layoff

If a decision is made to eliminate services and/or if economic conditions dictate, the Company may be required to lay-off employees. If a permanent layoff of employees is required, the Company will reduce based upon length of plant service within each classification with the exception of skilled trades. Skilled trades will be based on plant needs and employee ability with plant seniority as a tie breaker. The Company and Union will meet to discuss prior to enacting the permanent layoff within skilled trades.

Call back will occur in reverse order of layoff.

Section 2: Temporary Adjustments of Work Force – In the event of customer demands, unplanned machine or equipment breakdown, acts of God such as flood, fire, storm or power failure, or any other cause beyond the Company's control, the Company shall have the right to make temporary adjustments of its work force not to exceed five (5) working days, the work force shall then be adjusted as per the Temporary Layoff language, unless the five working (5) days is extended by mutual agreement.

Section 3: Temporary Layoff - When the need for a temporary reduction arises the Company will review the reasons, requirements and anticipated duration with the Bargaining Committee as far in advance as practical. Where possible and within the financial constraints of the Company, the parties will discuss with other alternatives such as: utilization of employees in training programs and alternative schedules of other non-traditional work assignments. Should a temporary layoff be unavoidable it will be done in accordance with the following:

1. Temporary employees will be notified and reduced first in all areas.
2. Company will seek volunteers in seniority order from within the affected department, classification, and shift.
3. If after seeking volunteers and more are needed then by inverse seniority, classification, department and shift.
4. Such temporary layoff will not exceed twenty-eight (28) calendar days. The time limits may be extended by mutual agreement but not more than an additional twenty-eight (28) calendar days.

5. Employees will return from a Temporary Layoff in reverse order.

At the end of the temporary layoff, the affected employee(s) will return to the same classification, department and shift previously held. The company will make efforts to return employees to the same job assignment held prior to layoff provided business and staffing circumstances permit.

ARTICLE 14 LEAVES OF ABSENCE - LOA

Section 1: General - It is the intent of the parties that no provision of this Agreement shall be used in such a manner so as to deprive the Company of a work force capable of performing all available work efficiently. Flex-N-Gate and the Union is committed to the well-being of all employees. The Company is to consider an employee's request for a medical or personal leave of absence [where the leave does not qualify for protection under the Family Medical Leave Act (FMLA) or available Short Term Disability (STD) coverage] in accordance with the guidelines set forth below.

It should be recognized that this policy may not cover all circumstances.

Section 2: Personal Leave of Absence -

1. There are occasions when employees need time to deal with personal issues, family matters or other personal issues (e.g. educational leave). Employees finding themselves in this situation should discuss the situation confidentially with Human Resources.
2. In certain instances, employees may be approved for a personal leave.
3. If vacation time is available, employees will be expected to use vacation time prior to going on a personal leave.
4. Personal leave is unpaid.
5. Personal leaves are not granted for engaging in employment outside of Flex-N-Gate, pursuing an independent business venture or as additional leave after Non-FMLA Medical Leave.
6. Employees may be subject to discipline up to and including employment termination if, during their leave, they engage in activities inconsistent with the stated purpose for the leave.
7. Personal leaves of absence may be approved at the discretion of the Company, dependent on business availability and individual circumstances. Upon approval, personal leaves may be granted for up to a maximum of ninety (90) calendar days and may be extended up to an additional thirty (30) calendar days in severe and mitigating circumstances.

Section 3: Leave of Absence for Union Activity - Seniority employees elected to a permanent office in, or as a delegate to, any labor activity necessitating a leave of absence, shall be granted such leave without pay for the amount of time needed and not to exceed one (1) year, subject to renewal if necessary at the end of the year. Seniority will accumulate during periods of such leaves. The Company will be advised in advance of said leave.

Section 4: Military Leave - A leave of absence will be granted if an employee, after giving advance written notice to the Human Resource Department (unless precluded by military necessity) enlists, is inducted, or is recalled to active duty in the military or other uniformed service of the United States (as

defined by law) for an initial period of up to five years and longer if required by law. Employees who perform and return from such service shall have and retain such rights with respect to reinstatement, seniority, vacation, layoffs, compensation, and length of service pay increases as may be required by applicable federal or state law.

Section 5: Family Medical Leave Act - The Company will abide by all state and federal laws applicable to the Family and Medical Leave Act. FMLA is unpaid. The Company, in accordance with the Act, will exercise the option to require all employees to use available vacation concurrently with FMLA allocated time.

Section 6: Workers' Compensation Leave - Employees sustaining injuries in the plant requiring medical attention will be permitted to leave the plant during working hours of the day of injury to secure medical attention, and will be compensated for necessary time lost during their regular schedule of work on that day. An employee who is absent because of an injury or illness arising out of his employment with the Company which has been determined to be compensable under the Michigan Workers' Compensation Act shall be granted time off for the period of his or her incapacity. Seniority shall accumulate and be limited to such period of incapacity, not to exceed one (1) year. Such leave may be extended by mutual agreement between Company & Union with advanced notice of at least two (2) weeks prior to the expiration of the leave period.

Section 7: Medical Leave of Absence -

1. An employee with a serious medical condition affecting themselves as defined under the FMLA, who is in his or her first year of employment and has completed their probationary period, may request a leave of absence for a self-qualifying medical event.
2. This leave will be considered for employees that need to be out of work for at least six (6) consecutive days.
3. The duration of Non-FMLA medical leave will be contingent upon the employee's length of service with the Company.
 - An employee who has completed their probationary period but who has been employed with the Company for less than 1 year may request to take leave for leave for up to 6 weeks during their first 12 months of service.
 - An employee who has completed 12 months of service but who does not meet the 1,250 hour requirement or has exhausted leave available under the FMLA may request a leave of absence for a qualifying event. Time away from work will generally not exceed 3 months.

Section 8: Early Return from Leave - Any employee who wishes to return to work prior to the authorized expiration date of personal or medical leave must notify the Company in writing at least one (1) working day prior to returning to work unless the one (1) working day notice requirement is waived by the Company.

ARTICLE 15 JOB OPENINGS

Internal job openings will be posted in the plant for a minimum of seven (7) days. Eligible employees may apply, by completing and submitting a job posting form, prior to 4:30pm on the posting close date. External applicants will be considered if current applicants/internal candidates do not meet minimum job qualification and selection criteria requirements.

ELIGIBILITY/IDENTIFICATION OF JOB OPENINGS:

- An employee must have completed a total of ninety (90) days of regular employment. Note: employees with less than ninety (90) days of service will only be considered if there are no other candidates that meet eligibility.
- An employee that is awarded the new position cannot apply to another position within the next six (6) months.
- Employees with more than three (3) attendance points will not be eligible for advancement. Employees above Written Warnings in their disciplinary action records within the previous twelve (12) months will not be eligible for a job posting.

SELECTION PROCESS:

- Selection will be based upon plant seniority with the exception of skilled trades. Skilled trades will be based upon employee skills and ability with plant seniority as a tie breaker. Final skilled trades applicants will be interviewed by Department Manager and HR Department.

NOTIFICATION:

The successful applicant shall be notified in writing of their selection by the Human Resources Department or Manager/Supervisor. Unsuccessful candidates will be notified by Human Resources in writing.

PLACEMENT OF SUCCESSFUL APPLICANT IN NEW POSITION:

The company will make every effort to place the successful applicant in the job opening within 12 working days after the award of the position. The company acknowledges that on occasion business circumstances will prevent placing an employee in a timely manner.

EVALUATION/TRAINING:

- A successful applicant will have up to twelve (12) working days to be trained and demonstrate their ability to perform in the newly awarded position. If in the discretion of the Company, ability to perform is not demonstrated within the twelve (12) day time period, the employee will be returned to his/her former position at his/her former rate of pay. A successful applicant can elect to return to his/her former position at any time during the twelve (12) day time period.

- In the event a successful applicant fails to demonstrate ability or elects to return to his/her former position, the Company will revert to the original job posting form for the next applicant.

NEW JOB CLASSIFICATION:

In the event a new job classification is established which would be within the unit, the Company will convene negotiations with the Union over the proposed suitability of title/classification and the corresponding rate of pay. In the event that the parties cannot reach an agreement on the rate of pay, the Union shall have recourse through the grievance/arbitration procedure. Nothing herein contained shall prevent the Company from temporarily assigning employees to vacancies until the posting procedure herein contained has been completed and until all vacancies required to have been posted as a result of the initial vacancies have been completed. When assigning employees temporarily to such vacancies, employees will be placed for no more than five (5) consecutive working days, unless extended by mutual agreement between the parties.

Any employee who is temporarily assigned will be paid as follows:

- 1) If the transfer is to a lower paid job, the employee will continue to be paid at their regular rate of pay.
- 2) If the transfer is to a higher paid job, the employee shall receive the higher rate for all hours worked in the higher paid classification.

ARTICLE 16 HOURS OF WORK

Section 1: Normal Workweek – The normal workweek shall be forty (40) hours, consisting of four (4) ten (10) hour work days or five (5) eight (8) hour work days. However, it is critical for the company to maintain the flexibility to adjust shift schedules to meet the demands of our customer. Non-standard shift hours or a permanent change in shift days/hours will be discussed with the Bargaining Committee at least two (2) weeks prior, if applicable.

For the purposes of this article the shift schedule and hours will follow:

A Shift 5am – 3:30pm Monday – Thursday

B Shift 4:30pm – 3am Wednesday – Saturday

C Shift 4:30pm – 3am Monday & Tuesday and 5am – 3:30pm Friday & Saturday

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1st shift	A	A	A	A	C	C	Rotational if Needed
2nd shift	C	C	B	B	B	B	Rotational if Needed

In the event that the customer shift pattern changes or any other customer demand necessitating permanent adjustments to the Shelby shift pattern, the Company and Union will meet in order to reach mutual resolution in order to address any affected contractual obligations.

ARTICLE 17 OVERTIME EQUALIZATION / RATE

When required due to the needs of the business, employees may be asked to work overtime. Overtime is actual hours worked in excess of 40 in a workweek or as applicable by state or local laws. Employees will be paid time and one half their regular rate of pay for all overtime hours actually worked in a workweek. Paid leave, such as vacation, holiday, paid bereavement, jury duty, paid union leave are applied toward work time. All overtime work must be approved in advance by a supervisor or manager.

Hours worked on Sunday will be paid at the double time rate for hourly employees, provided they have worked (or been paid) for 40 hours in the workweek.

Employees are required to perform overtime when requested by The Company.

Pre-Planned overtime will be announced in advance as much as possible and will be assigned as follows:

1. The Company will seek volunteers first by employees signing the posted voluntary overtime list. Overtime will first be assigned to the qualified employee with the least accumulated YTD overtime hours by classification, shift and department. If qualifications and accrued overtime hours are equal, the tie will be broken by highest length of service at the Company.
2. If not enough volunteers exist, overtime will be assigned (and made mandatory) to the qualified employee with the least accumulated YTD overtime hours by classification, shift and department. If qualifications and accrued overtime hours are equal, the tie will be broken by lowest length of service at the Company. Forced overtime will be covered by the following shifts:

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Day	See Sun Calendar	B*	B		C	A	A
Afternoon	See Sun Calendar	B	B	C		A	A*

* Unless Sunday shift interferes

3. If unable to force overtime using the above chart, due to the small number of indirect employees per classification or the blacked out spots, the company and union will meet to discuss a solution.
4. For Sunday overtime the Company will follow step 1 above to seek volunteers first, if not enough volunteers then overtime will be mandated to the employees with the lowest YTD overtime hours from the assigned shift per the Sunday Schedule Calendar.

- At the beginning of each calendar year, the Company will publish and post a Sunday Schedule for the entire calendar year showing which shifts may have to work on each Sunday should they be scheduled. The Sunday Schedule will continue the same pattern as established in the previous year.

Same day overtime will be announced in advance as much as possible and will be assigned as follows:

1. Employees assigned to the particular work area which requires the overtime will be mandated to work including all necessary support staff.
2. When same day overtime is required to cover into another shift and there are not enough volunteers, employees will be assigned (and made mandatory), to the qualified employee with the least accumulated YTD overtime hours by classification, shift and department. If qualifications and accrued overtime hours are equal, the tie will be broken by lowest length of service at the Company. Employees mandated to work same day overtime will not exceed 15 working hours. Employees will not be forced to work more than two (2) non-consecutive 15 hour days per week.

Manufacturing Superintendents and/or Manufacturing Supervisors will be responsible for soliciting and assigning overtime based on the hours worked/charged report provided by human resources.

Employees will be given as much advance notice as possible before being scheduled for overtime. Voluntary and mandatory overtime hours are subject to the terms of the Company attendance policy.

Overtime will be calculated after the accumulation of 40 hours. Paid holidays, vacation, bereavement, jury duty, and paid union leave that occur during the week will be included in the calculation of overtime.

ARTICLE 18 PAYDAY/PAYCHECK PROCEDURE

Section 1: Payday Procedure - Employees shall be paid weekly on Friday. If a holiday falls on Friday, employees will be paid on Thursday. All seniority employees will be paid by direct deposit or Aline card.

Section 2: Paycheck Shortages - Paycheck shortages through no fault of the employee of four (4) hours or more will be corrected and paid the same pay period that the shortage was incurred or as soon as practical, in either event prior to the following pay period.

Section 3: Overpayments - Deductions from an employee's wages to recover overpayments made in error will not be made unless the employee is notified within thirty (30) days from the date the overpayment was made. It is further understood that if the employee is notified within the time frame written above a re-payment arrangement will be made with the employee for a minimum of four (4) hours or greater if agreed upon by the employee, per week.

Section 4: Final Paycheck – Employees who separate from employment, whether voluntary or involuntary, shall receive their final paycheck on the pay date proceeding the last date of employment. The employees final paycheck will include all monies owed through the last day worked (e.g. Overtime hours, accrued unused vacation, etc.).

The Company shall have the right to deduct any monies owed by an employee to the Company, out of the employee's final paycheck (e.g. advances, failure to return uniforms, etc.).

ARTICLE 19 ATTENDANCE CONTROL PROGRAM

Section 1: Absentee Control - Flex-N-Gate feels no one can do an employee's duties as well as the employee who is assigned the work every day. Our culture is based on Team Work so the absence of a team member affects our quality and performance. Our customer expects absolute perfection from us. In order for us to meet and exceed this goal, it's imperative that we operate daily with our very best people at work. It is for that reason the following attendance policy has been adopted.

Section 2: Timekeeping & Identification Badges - All employees are required to clock in and out using his/her hand and clock number. If you miss a punch, inform your Supervisor immediately so it can be corrected.

During your orientation or soon after your employment has started at Flex-N-Gate, your photo will be taken and an identification badge will be made for you. This ID allows you access to the building, so please take care of it.

Badges that are damaged or inoperable will be replaced at no charge to the employee. There will be a \$10 charge for lost or stolen badges.

Section 3: Call-In Procedure - All employees must call the attendance line at **(866) 910-7311** a minimum of thirty (30) minutes prior to their scheduled shift start time each day of absence or tardiness in order to avoid a no report. An employee must leave their name, shift, clock number, and reason. The time of the message will be recorded. Other than an emergency, employees must personally leave the message on the call-in line. Unless you are on an approved leave, you must call in and report **each day** of your absence. Failure to follow this Call-In Procedure can result in corrective action being issued to the employee.

Section 4: Clocking Procedure - The employee time clock is the official time for administering the attendance policy. Employees are required to clock in at the start of their scheduled shift and clock out at the end of their scheduled shift. Employees may not clock in earlier than fifteen (15) minutes prior to the start of their scheduled shift. Clocking entries for pay and/or overtime purposes that do not correspond with an employee's scheduled shift require supervisor approval. Employees are required to promptly clock out at the end of their scheduled shift or when relieved by their supervisor or other management employee.

Employees who are leaving company property for any non-work related reason at any time during their scheduled shift, including for lunch, are required to clock out before leaving and clock back in upon their return.

An employee who violates the Clocking Procedures will be subject to disciplinary action.

Section 5: Attendance Occurrence Schedule

The following are considered APPROVED ABSENCES:

- Company Approved Absences;
- Personal Time off that has been pre-approved through the “Request for Leave” process
- Jury Duty or subpoena (for which you are not a named party, plaintiff or defendant, for court appearance (prior notice and appropriate documentation of proof required)
- Approved Family Medical Leave of Absence (FMLA)
- Bereavement (approved according to CBA Article 23, Section 5)
- Unique weather conditions that cause a large number of employees to be late or absent as determined by the General Manager
- Workers Compensation appointments that cannot be scheduled outside normal work hours
- Military Leave
- Approved Union Leave

Section 6: Perfect Attendance Incentive – To reward those employees who regularly come to work, for their consistent attendance, employees will earn hours equal to ½ shift per month pay - to be banked - for each full calendar month that they achieve “Perfect Attendance”. Banked hours will be accumulated from December to November and paid out at your straight time hourly rate in December.

Employees may, at their option, convert their accumulated time into **either** a paid personal day **or** to reduce an absence infraction on the employee’s attendance record (not both). Employees may choose to not convert their days and will be paid out at the end of the perfect attendance calendar.

Option 1: Employees may, at their option, convert up to four (4) days of accumulated time into paid personal days in full day increments to be used within the incentive year. These paid days may be used to cover requested absences with the following conditions:

- Must be prescheduled and preapproved, at least two (2) working days prior to the absence.
- Must be scheduled in full day increments
- Cannot be carried over and will be paid out if unused during the incentive year
- Days must be earned prior to utilizing

Option 2: Employees may, at their option, convert up to four (4) days of accumulated time in full day increments to reduce the oldest attendance infraction from their record (totaling one (1) point).

Perfect Attendance is defined as working all scheduled hours within the calendar month, with the following exceptions:

- Scheduled Vacation, Holidays, Paid Bereavement, FMLA, Approved Union Leave, and Jury Duty

Note – this means that if you are absent or tardy (including grace period tardies) for any other reason, even though it may be excused, you will not be eligible for Perfect Attendance.

Disqualifying events: absent, tardy, leave early, leave of absence, layoff, and suspension.

PERFECT ATTENDANCE INCENTIVE TERMS:

- a. Must be employed at time of payout
- b. Must be a full time, hourly non-exempt employee and have completed your Probationary Period
- c. Probationary employees will be eligible 1st full calendar month after completion of probationary period.
- d. Must achieve perfect attendance status as defined above
- e. Any discrepancies should be brought to the attention of Human Resources within five (5) days of the posted Attendance Points Report.
- f. Perfect Attendance incentives cannot be earned during your Probationary Period.

ARTICLE 20 REPORTING/CALL IN PAY

Any employee reporting for work as regularly scheduled without having been previously notified not to report shall be given at least four (4) hours of work. If no work is available they shall receive a minimum of four (4) hours pay at regular rate except in cases of labor disputes, civil disturbance, loss of public utility service, volunteering, acts of God or other conditions beyond the control of the Company. Any employee called to work during hours they are not regularly scheduled to work shall be given at least four (4) hours of work. If no work is available they shall receive a minimum of four (4) hours of pay, at their appropriate rate.

In either case, if employees who are offered an opportunity to voluntarily leave and the employee voluntarily elects to leave, they will be paid only for hours actually worked.

ARTICLE 21 VACATION

The company provides vacation time as one of the many ways in which we show appreciation for employee loyalty and continued service. The purpose of vacation time is to allow employees annual time off with pay for rest, recreation, and personal endeavors.

Section 1: Allowance - The vacation period is considered to be Jan. 1st – Dec. 31. All vacation requests should be submitted on the formal vacation request form to your Manager or Supervisor for approval and a copy given to Human Resources. The Company believes that vacation is beneficial to employees and encourages employees to use the vacation benefit provided.

Vacation Service Years	Vacation Schedule
<1 year	1 day (8 hours) per full month of regular full time employment; maximum of 8 days in a given year
1-3 years	80 hours

3-5 years	100 hours
5-10 years	120 hours
10-15 years	140 hours
15+ years	160 hours

Service years are based upon full calendar years (1/1/xx through 12/31/xx) that will be completed by the end of the previous year.

Regular Full-Time employees will begin accruing vacation, for use in the current calendar year from their date of hire, in accordance to the above schedule. Employees accrue one vacation day (8 hours) per full calendar month of service and 4 hours for any partial month, during the probationary period, up to a maximum of 8 days (64 hours) in a given year. Employees are eligible to use vacation time after successful completion of the probationary period.

Vacation pay is paid at the employee's regular wage rate, at the time it is taken. Scheduled vacation can be taken in half or full day increments.

Generally, vacation requests are approved and scheduled according to the order in which they are submitted, but some adjustments may be required in order to ensure the orderly and efficient operation of the plant. If job skills and abilities are equal, the request from the employee that has the most seniority would prevail.

When an employee seeks to schedule earned vacation days, the employee must submit his/her written request (on a form provided by the Company) two (2) working days in advance. Other requests will be considered upon receipt of the request and granted based on plant operations. If more than one request is received at the same time, and all job skills and abilities are equal, seniority would prevail.

Employees on a long term leave of absence greater than twenty-eight (28) calendar days will not accrue vacation time while on the leave.

NO CARRY FORWARD - Vacation hours must be used in the calendar year in which they become available and cannot be carried forward for use in a future calendar year. Hourly employees will be paid out any unused vacation hours at the end of the calendar year, by the third Friday of December.

Employees will be paid out any available unused vacation at time of termination. In addition any vacation time paid to a terminated employee that was not earned will be deducted from the employee's last paycheck.

ARTICLE 22 BREAKS AND LUNCH PERIODS

Employees are entitled to a meal break and rest break each day in accordance with state and local laws. Meal and rest breaks will be scheduled by the department supervisor.

Hourly employees will receive one:

- 15 – minute paid break generally during the first half of the shift
- 15 – minute paid break generally during the second half of the shift
- 30 – minute unpaid lunch generally during the middle of their shift
- Employees who work more than two hours of overtime per shift will receive an additional 10-minute paid break to be scheduled with the Department Supervisor.

The additional break will be provided at the conclusion of the regular scheduled shift and before the start of the additional overtime hours. An additional 15-minute break will be provided at the end of the twelfth hour worked and before the remaining three hours of work.

Refrigerators are located in the break room for cold lunches. Refrigerators are cleaned periodically. Please remove items daily. The Company is not liable for items placed in the storage unit.

Employees are responsible for keeping the break room clean; please place trash in the appropriate receptacles.

Employees are required to clock out before leaving the premises for any reason, including lunch. Employees are not permitted to leave the premises during paid breaks.

The Company will make efforts to ensure break and lunch times occur on a regular schedule, however customer demands and associated production requirements may require periodic adjustments. Any adjustments to standard break or lunch times will be announced by the Supervisor as soon as possible.

ARTICLE 23 WAGES & CLASSIFICATIONS

Section 1: Wages –

Current Wage Progression

Classifications:	Date of Hire	6 Months	9 Months	12 Months	Top Rate 18 Months
Production Associate	\$14.00	\$14.50	\$15.00	\$15.50	\$16.00
Material Handler	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00
Top Cap Picker	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00

Shipping	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00
Quality Inspector	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00
Tool Crib Attendant	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00
Team Leader	\$16.00	\$16.50	\$17.00	\$17.50	\$18.00
Maintenance Technician	\$25.00	\$26.00	\$27.00	\$28.50	\$30.00
Controls Technician	\$25.00	\$26.00	\$27.00	\$28.50	\$30.00

New hires will be hired at \$2.00 below the top rates and will progress \$.50 at six (6) months, nine (9) months, twelve (12) months and eighteen (18) months until they reach the above prevailing rate, with the exception of maintenance and controls technicians.

Following ratification, a one-time lump sum signing bonus of \$750 will be paid to all seniority employees.

Employees currently in the progression will continue to follow the prescribed increases subject to the following:

- July 2020 lump sum payment of \$500.00 for those employees at top rate as of July 15, 2020 to be paid first full pay period following ratification
- Step increases of \$.15 in July 2021 and \$.10 in January 2022
- Step increases of \$.25 in July 2022 and \$.25 in January 2023

Year 2

Classifications:	Date of Hire		6 Months		9 Months		12 Months		Top Rate 18 Months	
	July 2021	January 2022	July 2021	January 2022	July 2021	January 2022	July 2021	January 2022	July 2021	January 2022
Production Associate	\$14.15	\$14.25	\$14.65	\$14.75	\$15.15	\$15.25	\$15.65	\$15.75	\$16.15	\$16.25
Material Handler	\$15.15	\$15.25	\$15.65	\$15.75	\$16.15	\$16.25	\$16.65	\$16.75	\$17.15	\$17.25
Top Cap Picker	\$15.15	\$15.25	\$15.65	\$15.75	\$16.15	\$16.25	\$16.65	\$16.75	\$17.15	\$17.25
Shipping	\$15.15	\$15.25	\$15.65	\$15.75	\$16.15	\$16.25	\$16.65	\$16.75	\$17.15	\$17.25
Quality Inspector	\$15.15	\$15.25	\$15.65	\$15.75	\$16.15	\$16.25	\$16.65	\$16.75	\$17.15	\$17.25
Tool Crib Attendant	\$15.15	\$15.25	\$15.65	\$15.75	\$16.15	\$16.25	\$16.65	\$16.75	\$17.15	\$17.25
Team Leader	\$16.15	\$16.25	\$16.65	\$16.75	\$17.15	\$17.25	\$17.65	\$17.75	\$18.15	\$18.25
Maintenance Technician	\$25.15	\$25.25	\$26.15	\$26.25	\$27.15	\$27.25	\$28.65	\$28.75	\$30.15	\$30.25
Controls Technician	\$25.15	\$25.25	\$26.15	\$26.25	\$27.15	\$27.25	\$28.65	\$28.75	\$30.15	\$30.25

Year 3

Classifications:	Date of Hire		6 Months		9 Months		12 Months		Top Rate 18 Months	
	July 2022	January 2023	July 2022	January 2023	July 2022	January 2023	July 2022	January 2023	July 2022	January 2023
Production Associate	\$14.50	\$14.75	\$15.00	\$15.25	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75
Material Handler	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75	\$17.00	\$17.25	\$17.50	\$17.75
Top Cap Picker	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75	\$17.00	\$17.25	\$17.50	\$17.75
Shipping	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75	\$17.00	\$17.25	\$17.50	\$17.75
Quality Inspector	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75	\$17.00	\$17.25	\$17.50	\$17.75
Tool Crib Attendant	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75	\$17.00	\$17.25	\$17.50	\$17.75
Team Leader	\$16.50	\$16.75	\$17.00	\$17.25	\$17.50	\$17.75	\$18.00	\$18.25	\$18.50	\$18.75
Maintenance Technician	\$25.50	\$25.75	\$26.50	\$26.75	\$27.50	\$27.75	\$29.00	\$29.25	\$30.50	\$30.75
Controls Technician	\$25.50	\$25.75	\$26.50	\$26.75	\$27.50	\$27.75	\$29.00	\$29.25	\$30.50	\$30.75

All monetary adjustments will be made on the first full pay period following the above schedule.

Section 2: Shift Premium – Employees working on B shift will receive a \$0.40 shift premium and employees working on C shift will receive a \$0.30 shift premium in addition to their full rate.

In applying the above shift premiums provisions, employees shall be paid the premium rate; if any, which attaches to the shift they are regularly assigned.

Section 3: Jury Duty Pay – If you are called for jury duty, you are entitled to take time off, as necessary, to fulfill your jury obligations. Employees will be paid the difference between their base pay and jury duty reimbursement, upon presentation of the appropriate documentation. Employees are eligible for jury pay for time missed during their regular schedule.

You must notify human resources, prior to your scheduled jury summons date. If you are chosen to sit on a jury, you should inform your supervisor how long the trial is expected to last. Whenever possible, check in with your supervisor periodically during your jury service, so that the Company knows when to expect you back at work.

Employees are expected to report to work while serving jury duty whenever the two schedules permit.

Section 4: Military Short-Term Leave Pay – The Company supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. These leaves are unpaid. Any employee who needs time off for uniformed service should immediately notify the Human Resources department and his or her supervisor, who will provide details regarding the leave.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously, in accordance with reinstatement rights as prescribed by law. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

Section 5: Bereavement Pay – The employee shall be entitled up to five (5) consecutive days without loss of pay for immediate family members and up to three (3) consecutive days for extended family, provided the employee provides Human Resource Department with an obituary, memorial card, or program from the funeral and has successfully completed their probationary period. Bereavement days are paid at the same number of straight time hours as the employee’s scheduled work shift.

Immediate Family Members:

- Lawful Spouse
- Lawful Child (including children by blood, adoption, step children)
- Parents of employee
- Brother/Sister of employee
- Grandparents of employee
- Grandchild of employee

Extended Family Members:

- Son/Daughter-in-law
- Sister/Brother-in-law
- Mother/Father-in-law
- Grandparents of spouse
- Aunt/Uncle of employee

In the event of the death of any other family member (not mentioned above), the employee may request to use available vacation time.

The Bereavement Leave must be taken between the time of death and/or 1 week after the date of the funeral/memorial service. Employees will only receive pay for time actually missed from work that occurs during an employee’s regularly scheduled workday(s). Bereavement Leave pay is calculated based on the employee’s regular base rate of pay.

Use of Bereavement Leave shall not affect eligibility for holiday pay.

Section 6: Injury at Work – In the event an employee is injured while working in the plant and it is necessary for the employee to be sent to the doctor or hospital the employee will be paid for the time lost on the initial day of injury. If the employee returns to the shift, on the same day, they will be compensated for the time away from work to seek treatment. If the employee is unable to return to the shift at the direction of the treating physician on the same day, they will be compensated for the balance of their shift.

Section 7: Contract Negotiations Pay – The Bargaining Committee Members shall be paid at their regular hourly rate, with applicable premiums, for all hours spent in contract negotiations.

ARTICLE 24 INSURANCE BENEFITS

Section 1: 401K Enrollment -

Employees may defer as defined by the plan guidelines. The Company's annual matching contribution will be an amount equal to 100% of the employee's first 3% of pay deferral and 50% of the next 2% of deferral.

The annual deferral match will be calculated and remitted by March 15th of the following year.

Section 2: Medical/Rx/Dental –

The union and company recognize the increasing need to manage the overall healthcare costs for both its membership and the company, to ensure a comprehensive cost effective offering. The Company will continue to make the medical, Rx and dental plan offerings available for the term of this agreement. The employer and employee will share in the cost of these plan offerings.

The employee medical premiums will not exceed 20% of the premium equivalency rates.

The employee dental premiums will not exceed 50% of the premium equivalency rates.

Employees will be offered the FSA, PPO, HSA1 and HSA2 plans. In order to provide competitive benefit offerings and remain cost conscious the employer reserves the right to offer additional product offerings and/or amend plan provisions that are consistent with Flex-N-Gate group policies, during the life of this agreement. Any new offerings and/or plan provision amendments will be reviewed with the Union.

Any cost increases related to the medical/Rx/dental plans will be consistent with the majority of Flex-N-Gate facilities and at no point during the life of this agreement will the increases exceed those of the other facilities or the premium cap set by this agreement.

For pending grievances:

- Benefits will be reinstated without a break in service if resolved within ninety (90) days of grievance filing.

The company is to provide sixty (60) day notice to the local union if there is any change to carriers during the terms of this agreement.

Section 3: Life –

The Company will pay the full cost for life insurance benefits for active employees beginning on the first day of the month following the completion of the probationary time. Life and AD&D coverage will be equal to 1 times the employee annual regular salary.

If applicable, spouse and child(ren) life coverage will be provided and paid for by the Company.

Spouse coverage is equal to \$5,000 and child(ren) life is equal to \$2,500 for child(ren) between 6 months of age and 25 years of age and \$1,000 for child(ren) between 14 days and 6 months of age.

Section 4: Sickness and Accident –

Employees will be entitled to participate in the company's voluntary Short Term Disability and Voluntary Long Term Disability plans beginning the first day of the month following completion of probation.

Section 5: Employee Assistance Program (EAP) -

The Company will provide access to an EAP throughout the life of this agreement. The cost associated with offering the EAP will be borne by the Company.

Section 6: Educational Assistance -

The Company encourages personal and professional growth and development. As a full-time hourly employee you are eligible for tuition reimbursement.

This policy does not apply when management recommends or requires job-related workshops, seminars or coursework. The cost for such coursework will be treated as a direct departmental training expense and may be paid in full by the Company. Please see your Human Resources representative for the full policy and application forms.

Coursework must be related to the employee's current position or be related to company operations.

Section 7: General

- A. An eligible employee shall become insured as soon as permissible after completion of the contract probationary period and, thereafter, pursuant to the terms of the insurance plan.
- B. The insurance coverage listed shall be discontinued on the day of the employee's services are terminated or the employee quits or retires. Coverage continues during disability leave of absence or layoff for the balance of the month and one (1) successive month following the layoff or disability leave of absence begins, unless the disability leave is per the Family Medical Leave Act (FMLA) and then coverage is per the terms of the FMLA.
- C. Eligibility, coverage and benefits under all insurance plans are subject to the terms and conditions, including any waiting period or other time limits contained in the contracts between the Company and the carrier and cannot be grieved. The Company reserves the right to become or remain self-insured. The Company shall continue to have the right to select the carrier and change carriers in regard to all insurance plans.

ARTICLE 25 SEARCHES

Section 1 - In order for the Company to better protect employees, insure compliance with the Drug Free Workplace Policy, No Weapons on Company Property Policy, Workplace Violence Prevention Policy, etc. the Company reserves the right to conduct searches of any person, vehicle or object that enters onto Company property. When the Company demonstrates it is reasonably necessary to open a

bargaining unit employee's toolbox or locker, a member of Management and a Committeeperson will be present. Should any items be removed from the toolbox or locker an itemized list will be immediately prepared by Management and a copy will be afforded to the Union.

Lockers are the property of The Company, and are subject to unannounced searches at the discretion of The Company management. Stickers, pictures, magnets or other items that decorate or deface lockers are strictly prohibited. Items stored in lockers are subject to The Company Standards of Conduct policy. To ensure the security of employees' belongings, all lockers must remain locked when not in use.

When the Company demonstrates it is reasonably necessary to search personal belongings such as lunchbox, bag, backpack or cooler and the employee is requested to submit to such search by Management, the employee will open their lunchbox, bag, backpack or cooler and allow Management and Committeeperson to inspect by visually looking into their lunchbox, bag, backpack or cooler.

ARTICLE 26 SUBSTANCE ABUSE POLICY

Purpose

Flex-N-Gate has a longstanding commitment to provide a safe, quality-oriented and productive work environment consistent with the standards of the communities in which we operate. Alcohol and drug abuse poses a threat to the health and safety of Flex-N-Gate employees and to the security of the company's equipment and facilities. It is a condition of employment that employees be, and remain, free of illegal drugs, alcohol and safety sensitive medication while at work or while performing job functions related to employment. This policy establishes rules and procedures for drug and alcohol testing in the workplace.

Scope

Applies to all Flex-N-Gate Shelby employees and all applicants for employment at the Flex-N-Gate Shelby location.

Authorities of jurisdiction or local Collective Bargaining Agreements may have additional requirements or provisions for testing. These requirements shall be addressed in the facility's local procedure.

Procedure

The Company may require testing for drugs, controlled substances and/or alcohol under the following circumstances:

- Pre-employment
- To comply with contractual agreements
- When management determines there is reasonable suspicion
- Prior to an employee's return from a lay off or leave of absence of thirty (30) calendar days or more

- Post-Accident
- Drug testing that is part of any substance abuse rehabilitation plan/program established for an employee.

When there is test requiring outside confirmation, positive drug or alcohol test result, or a refusal on the part of the employee to take a drug or alcohol test, the employee will be immediately relieved from duty pending an investigation.

Any employee with a positive test for alcohol or the illegal use of drugs is presumed by the Company to be under the influence of the identified substance and/or a current illegal user of drugs and the employee will be subject to discipline up to and including termination.

Nothing in this policy requires the Company to undertake testing as a prerequisite to any disciplinary action or restricts the discretion of the Company to proceed based solely on the evidence of behavior, personal observations or other evidence.

Definitions

Illegal Drug - Any drug or controlled substance whose use, possession or distribution is made unlawful by applicable law

Illegal Use of Drugs - Use of illegal drugs and the unlawful use of prescription drugs. Use of a controlled substance is not an “illegal use of drugs” under this policy if it is being used under the supervision of and as directed by a licensed health care professional or as authorized by applicable law.

Safety Sensitive Medication – Prescription or over-the-counter (OTC) drugs that may adversely influence performance or behavior when taken in prescribed quantities or any drug where a physician or the drug manufacturer cautions against use of the drug while operating motorized vehicles or machinery. Drugs in this category may include opiates, opium derivatives, hallucinogens, stimulants, any drug that effects the central nervous system and/or is mind altering. This list is not an all-inclusive list.

Pre-Employment

Drug and alcohol testing after a conditional offer of employment has been made to a prospective employee, and before hiring is complete. Refusal to submit to testing will result in disqualification of further employment consideration.

Reasonable Suspicion

- Is under the influence of drugs or alcohol while the employee is working or while the employee is on or near the Employer’s premises or operating the Employer’s vehicle, machinery, or equipment; or
- Has used, possessed, sold or transferred drugs, alcohol or drug paraphernalia while the employee was working or while the employee was on or near the Employer’s premises; or operating the Employer’s vehicle, machinery or equipment; or
- Engaged in conduct or behavior constituting “reasonable suspicion” or “just cause” as defined in any applicable labor agreement.

Post-Accident

- Has caused injury to oneself or others through direct action or deliberate carelessness;
- Was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

Testing Methodology

Testing may include urine, blood, and breathalyzer oral fluid or hair tests. Before testing, you will have the chance to explain the legal use of any drugs. Testing will consist of an initial screening test of urine, saliva, hair, and/or breath and, when required, a confirmation test will be conducted by a certified laboratory. The Company may request that additional tests be performed on a case-by-case basis. The Company will pay for the cost of the testing. The Company, after discussion and agreement with the union, may choose to utilize other methods of testing for drugs and alcohol as recommended by a certified laboratory, State and/or Federal Laws.

A registered participant in a Medical Marijuana Program (MMP) is not exempt from the Company's Substance Abuse Policy. A MMP participant is subject to and must comply with all requirements of the federal law and the Company's Substance Abuse Policy.

Consent to Testing

An applicant for employment with the Company must consent to submit to drug and/or alcohol tests after a job offer has been made to the applicant. All offers of employment are contingent on the prospective employee passing the drug and/or alcohol tests. Any refusal to consent to any drug or alcohol tests will result in revocation of an offer of employment. A positive test for alcohol or drugs that evidences an illegal use of drugs will result in the revocation of an offer of employment.

All employees must consent to submit to drug and alcohol tests as set forth in this policy as a condition of continued employment. An employee's refusal to consent to a drug and alcohol test may result in disciplinary action up to and including termination. You are considered to have refused to take a drug and/or alcohol test if you:

- Fail to appear at a collection site for any test within a reasonable time, as determined by the Company, after being directed to do so by the Company.
- Fail to remain at the collection site until the testing process is complete
- Fail to provide a specimen
- Fail to provide a sufficient amount of urine specimen, provided the Medical Review Officer (MRO) finds there was no medical reason for the employee to provide insufficient amount of urine;
- Fail or decline to take an additional drug test that the Company or collector has directed;
- Fail to undergo a medical examination or evaluation the MRO or the Company has directed;
- Fail to cooperate with any part of the specimen collection process;

- Possess or wear a prosthetic or other device that could be used to interfere with the collection process if the employee is found to have or wear a prosthetic or other device designed to carry clean urine or a urine substitute;
- Admit to the collector to having adulterated or substituted the specimen;
- Adulterate or substitute a urine specimen; or
- Admit to the MRO to having adulterated or substituted the specimen.

Confidentiality of Test Results

Employees will be advised whether or not they passed or failed their drug/alcohol screen. Employees may obtain a copy of their test results in accordance from Human Resources.

All drug and alcohol test results are deemed confidential and will be maintained in separate medical files and treated as confidential records, in accordance with Federal law.

Any employee who interferes with the testing process shall be subject to discipline up to and including discharge.

Treatment for Substance Abuse

The Company will attempt to assist an employee who voluntarily discloses that he or she suffers from alcohol or drug abuse. Such assistance will consist of referral to an Employee Assistance Program. However, it is the responsibility of each employee to seek assistance before alcohol and drug problems lead to disciplinary action or discharge.

In order to receive assistance, an employee must agree to comply with all aspects of a substance abuse program, and provide evidence from a physician or other qualified treatment specialist that the employee has successfully completed the program and is no longer engaging in the illegal use of drugs, or that the employee is continuing to participate in the Program but is no longer engaging in the illegal use of drugs. If an employee fails to participate in the substance abuse program and is a current illegal user of drugs, the employee will be discharged from employment and be required to reimburse the Company for any expenses incurred in the employee's participation in the program. This is a once in a lifetime opportunity.

Policy Administration

It is the sole responsibility of the Company to administer and interpret this policy and to interpret the results of any drug or alcohol testing conducted under this policy. If a circumstance arises that is related to the subject matter of this policy, but has not been specifically covered in this policy, the Company will address the situation on a case-by-case basis.

The Company, with input from the Union, reserves the right to amend, modify or change this policy at any time, with or without notice to the employee, as it determines necessary for the safety of its employees and operations or to comply with applicable State and Federal Laws.

The plant will utilize the cutoff concentrations as outlined within the Department of Transportation Drug and Alcohol Testing Regulations. Exceeding these cutoff points results in what is commonly called a “positive test result.” Alcohol measured at or above a .04 level will be called a “positive test result.”

ARTICLE 27 GENERAL PROVISIONS

Section 1: Solicitation – Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. In order to protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on “working time.” “Working time” is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after their shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature on working time and, at all times, in “working areas,” which includes all office areas. “Working areas” do not include break rooms, parking lots, or common areas shared by employees during non-working time. Non-Employees may not trespass or solicit or distribute materials anywhere on company property at any time unless a member of the UAW with prior Company approval.

Section 2: Security Camera – The Company and the Union agree that the primary purpose of security cameras is for the security of their employees. Cameras will not be used for monitoring employees for the purpose of discipline, but may be referenced in the confirmation of guilt or innocence.

Section 3: Lockers – The Company will supply enough lockers for all employees. Any employee needing a personal locker may request one.

Section 4: Ice Maker – The Company will provide and maintain an ice maker for employee use. The Company will review, with the local union, opportunities to add additional ice machines and/or drinking fountains within the facility.

Section 5: Work Related Injury – In the event that an employee is injured while at work, an incident report will be completed by the end of the shift. A copy of the incident report will be sent to the Union. Incidents requiring prompt medical treatment will be arranged.

Section 6: Vending – The Company will maintain the current vending practice of maintaining a lower cost product vs. receiving a rebate from the vendor. Should a rebating program be initiated, during the terms of this agreement, the Company will provide the union with notification and discuss how to best utilize those funds for the facility.

Section 7: ATM – The Company will work with the local union to provide a location for an ATM to be placed within the facility.

Section 8: Flag – The Company agrees to fly a union supplied UAW flag.

Section 9: Personnel Files – The Company and Union agree that employees will be granted access to their employee file and union representatives will be granted access, necessary for fulfilling their union representation obligations.

Section 10: Workplace Commitment – The Company commits to maintain the current program(s) subject to customer agreements, to be able to competitively bid on the next generation of current product, as well as to be considered for bidding on future work.

However, the parties do recognize that an elimination of jobs or a reduction in customer demands are out of control of the Company and could result in a possible layoff of the bargaining unit employees.

ARTICLE 28 SEVERABILITY

Section 1: If any provision of this Agreement is determined invalid due to existing or future Federal or State legislation, the remainder of this Agreement shall not be affected thereby. In the event of such determination, the parties will meet upon five (5) days written notice given one to the other for the purpose of negotiating with regard to any such invalid provision. In no event will any renegotiated language conflict with any law.

ARTICLE 29 SUCCESSORS

Section 1: This Agreement shall be binding on any and all successors and assigns of the Company, whether by sale, transfer, acquisition or consolidation. The Company shall make it a condition of any transfer during the duration of this agreement that the successor or assigns shall be bound by the terms of this Agreement.

ARTICLE 30 SOLE AGREEMENT

Section 1: Sole Agreement – The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of neither or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 31 DURATION OF AGREEMENT

Section 1 – Duration of Agreement – The provisions of this Agreement shall be effective as of July 14th, 2020 and shall continue and remain in full force and effect to and including July 13th, 2023 and thereafter for successive periods of (1) year, unless either party shall, at least sixty (60) days prior to July 13th, 2023 serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, change or any combination thereof, shall not have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate.

IN WITNESS WHEREOF, the Union and the Company have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first above written.

For The Union

Johnny Verellen
Local 400 President

David Murray
Local 400 Financial Secretary

Darlene Salazar
Bargaining Committee

For The Company

Michelle Cecil
General Manager

Kim Delor
Human Resources Manager

Jon Decker
Director of Human Resources