

LOCAL AGREEMENT

BETWEEN

UAW LOCAL 400

AND

YANFENG US AUTOMOTIVE  
INTERIOR SYSTEM I LLC  
HIGHLAND PARK, MICHIGAN

**Agreement Dated December 2, 2020**





## IMPORTANT PHONE NUMBERS

Attendance Tracking System: (313) 252-4254  
Benefits: 1-877-YAN-FENG (1-877-926-3364)  
Employee Assistance Plan (EAP): 1-800-327-1393  
Security/Emergency Phone Calls: (313) 252 -5221  
UAW Region 1: (586) 427-9200  
UAW Local 400: (586) 731-6270

UAW Local 400  
50595 Mound Road  
Utica, MI 48317

Yanfeng US Automotive Interior System I LLC  
Highland Park Facility  
12775 Oakland Park Blvd  
Highland Park, MI 48203

### UAW Negotiating Team

Johnny Verellen, President, Local 400  
Chris Dilbert, Vice President, Local 400  
Mark Hemphill, Bargaining Chairman  
Tanisha Reed, Bargaining Committee  
Richard Hopkins, Bargaining Committee

### Company Representatives

Thomas Emerson, Director Labor Relations  
Steven Brodzik, Plant Manager  
Taneisha Upshaw, Human Resource Manager  
Cynthia Garner, Human Resource Professional

This booklet property of:

# Table of Content

<b>Title</b>	<b>Article</b>
AGREEMENT	I
RECOGNITION	II
UNION DUES and CHECK OFF	III
BARGAINING UNIT WORK	IV
MANAGEMENT RIGHTS	V
CONTINUITY of OPERATIONS	VI
REPRESENTATION	VII
GRIEVANCE PROCEDURE	VIII
HEALTH & SAFETY	IX
SENIORITY	X
WAGES	XI
BENEFITS	XII
UNION	XIII
MISCELLANEOUS	XIV
MOU	XV
LOU	

# **Article I**

## **AGREEMENT**

**Section 1.** This Agreement is executed by and between Yanfeng US Automotive Interior System I LLC, Oakland Park Blvd., Highland Park, Michigan, hereinafter called “the Company” or “Employer, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) it’s Local 400 (hereinafter called “the Union”) on 1200am December 2, 2020 through 1159pm October 31, 2024.

During the negotiations which resulted in this Agreement, each party 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 the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and this Agreement expresses the complete understanding of the parties on the subject of wages, hours of work, and all other economic matters and other conditions of employment. Neither the Company nor the Union shall be required to negotiate further during the life of this Agreement on any subject matter whatsoever.

The Company and the Union Bargaining Committee are specifically empowered to make mutually satisfactory modifications, additions or deletions to the Agreement, which are in line with business needs and the relationship between the Company and the Union.

### **Section 2. CONFLICTS OF LAWS**

If any provisions of this Agreement are in conflict with any existing or future law which is applicable and enforceable to the provisions of this Agreement, such

provisions shall be held invalid, but the validity of the remainder of this Agreement shall remain in full force and effect. The parties may mutually agree on a replacement for the affected provision(s), which shall remain in effect for the duration of the Agreement, without the need for further ratification by the Union membership.

### **Section 3. Successorship**

If the Company sells or otherwise disposes of the Highland Park business to another entity that continues to operate the Highland Park facility as an automotive supplier, the Company will require as a condition of the sale or disposition that the new entity assumes this labor agreement and agrees to hire the existing workforce before hiring from the outside.

### **Section 4. Statement of Non-Discrimination**

The Company and the Union agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination, and in carrying out their respective obligations under this Agreement neither will discriminate against any employee on account of race, color, religion, national origin, ancestry, age, disability, gender, sexual orientation, gender identity or expression, Union activity, and any other characteristic protected from discrimination by law.

## **Article II RECOGNITION**

The Employer recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and Local 400, thereof, as exclusive bargaining representative for the purpose of collective

bargaining with respect to the wages, hours of employment and other working conditions of the Company's hourly production and maintenance employees at the Highland Park, Michigan Plant.

For purposes of this Agreement, clerical employees, custodial employees, professionals, guards, managers and supervisors are excluded from the bargaining unit.

### **Article III SHOP AND DUES CHECK-OFF**

#### **Section 1. Conditions of Employment**

The parties recognize that the Michigan legislature has passed a law with an effective date of March 28, 2013, which makes it unlawful for them to enter into an agreement requiring membership in the UAW as a condition of employment. Notwithstanding any other provision in this agreement, as long as that law remains in effect, this Agreement does not require employees to authorize the deduction of dues or become or remain members in the UAW as a condition of employment. In the event the Michigan law prohibiting union security is repealed or rendered unenforceable by a court decision, the parties will reinstate the union security clause to the extent permissible by law.

#### **Section 2. Dues**

For the duration of this Agreement, the Company agrees to withhold Union dues, service fees and initiation fees, from the wages of employees covered by this Agreement providing such deductions are authorized by valid

individual written authorizations received by the Company from such employees. Deductions will be made from the first full pay period of each month and will be remitted to the Financial Secretary of the Union, Local 400. The Company shall be held harmless and shall not be liable to the Union or the Employees for any action or actions growing out of these deductions.

The term "dues" or "service fee" as used in this Agreement will include only that regular payment required equally of all members which has been certified in writing to the Company by a duly authorized official of the Union as the amount designated as membership dues pursuant to the Union's Constitution. Excluded specifically from any authorization of deductions are fines, penalties, assessments and similar types of payment.

### **Section 3. VCAP Check-Off (Voluntary Community Action Program Check-Off Authorization)**

A. The Company agrees to deduct from the pay of any employees covered by this Agreement provided that such executes or has executed the "Authorization for Assignment and Check-off of Contributions to UAW V-Cap" form.

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



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

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

E. The Company will remit said deductions to: UAW-VCAP, Bank One, Dept.78232, Article 23 Voluntary Exchange, P.O. Box 78000, Detroit, MI 48278-0232 by the 20<sup>th</sup> of each month. The Company further agrees to furnish UAW V-Cap with the names of those employees from whom deductions have been made, and the amounts deducted for each employee. This information shall be furnished along with each remittance.

F. The Union shall indemnify and save the Company harmless from all claims, demands, suits, or any other liability arising out of or by reason of action taken or not taken by the Company for the purpose of complying with this section of the Agreement.

## **Article IV BARGAINING UNIT WORK**

**Section 1.** It is not the intent of the Company to utilize salaried employees to perform bargaining unit work. Salaried employees shall not be permitted to perform work on any hourly rated job except in the following types

of situations:

- A. In emergencies.
- B. In the instruction or training of employees.
- C. In the performance of necessary work when production difficulties are encountered on the job.
- D. In the performance of engineering-related tasks.

If the Union believes that the Company is violating this Article, the Company and the Union will meet and discuss the situation in good faith in an effort to find a satisfactory solution prior to utilizing the Dispute Resolution Procedure of this Agreement.

## **Section 2. Classifications**

The parties recognize the following classifications of the Highland Park Plant:

- Production Associate
- Material Handler
- Team Leader
- Quality Technician
- Utility Relief
- Receiving Clerk
- Cycle Counter
- Quality Liaison
- Repair Technician
- Process Technician Lvl 1
- Process Technician Lvl 2
- Maintenance Mach/Elec Technician Lvl 1
- Maintenance Mach/Elec Technician Lvl 2

It is understood that while a person's classification determines their rate of pay and primary job duties, it does not preclude the Company from assigning employees to other work for which they are qualified. Further, it is appropriate and expected that team members will recognize what needs to be done regardless of whether it is a direct assignment and will assist one another in order to cost-effectively and efficiently complete all tasks.

### **Section 3. Team Leaders**

Team leaders will be evaluated by the Company for job performance based on their job description and leadership traits, at least once annually. Feedback from employees within the department will be used for the purposes for this evaluation. Based on the results of the evaluation process, the Company may replace the Team Leader through the promotional bid system.

The first evaluation will be completed within sixty (60) days from the effective date of this agreement.

Team Leaders who no longer wish to be a Team Leader will be allowed to give up their position and placed in available work for which they are qualified as soon as practical, but in no case longer than two (2) weeks. Team Leaders will not initiate or administer any disciplinary procedure.

### **Section 4: Temporary Employees**

The parties understand and agree that the Customer is paramount. The parties cannot cause an interruption of any kind to the customer's operations.

It is recognized that at times it is desirable to maintain a temporary workforce in order to more effectively operate. The Company reserves the right to use temporary employees for unforeseen volume fluctuations, customer demands, vacation, leaves of absence, absenteeism replacements, short term absences, intermittent work, work requiring specific skills or equipment, as well as for workloads of a specific duration or for unusual circumstances.

Temporary employees cannot be used while there are full-time employees on involuntary layoff unless it is discussed with the Union and mutual agreement is obtained. Similarly, temporary employees will not be scheduled to work on Sundays (unless it is a regularly scheduled workday) or scheduled Holidays when there are qualified, full time employees willing to work.

Those working in a temporary, casual or contract capacity will not obtain seniority and will not be covered by this Agreement.

### **Section 5. Work Effort**

It will be the understanding at the Highland Park facility that employment will be based on the principle of, "a fair day's work for a fair day's pay", with the consideration for fatigue and the need for relief time. If the Union Committee, after consultation with the Company, believes that the Company is not living up to this principle with respect to expected work effort, upon request by the Union, the UAW International Industrial Engineers will be allowed to review the particular work area with a Company representative. If after that review, the Company and the UAW Industrial Engineers cannot

come to an agreement on reasonable work effort, the matter can be submitted to the dispute resolution procedure for resolution.

### **Section 6. Standards of Conduct**

The Company reserves the right to discipline employees for just cause, up to and including termination, for behavior not acceptable to Company standards. Employees will be offered Union representation in disciplinary cases.

With the exception of termination, it is the Company's intention to improve unacceptable employee behavior. Each case will be evaluated considering all the facts and circumstances of the incident as well as the employee's disciplinary record; corrective action will be assessed accordingly. Appeals to the fairness of the penalty assessed will be handled through the Dispute Resolution Procedure.

## **Article V MANAGEMENT RIGHTS**

Retention of Rights: The Company retains exclusively all the customary and normal functions of management, and the direction of the workforce is vested solely in the Company and shall not in any way be abridged except for specific restrictions as set forth by this Agreement. These management rights include (without limitation to) the right to maintain order and efficiency in its plants and operations; to decide the number and location of facilities, the number of employees and their job duties, the machine and tool equipment, the products to be manufactured, the

method of manufacturing, the schedules of production, the process of manufacturing or assembling, together with all designing, engineering, and the control of raw material, semi-manufacturing and finished parts which may be incorporated into the products manufactured; to determine the work to be contracted in or out, or purchased on a permanent or temporary basis; to hire, layoff, assign, transfer and promote employees; and to determine the starting and quitting times and the number of hours to be worked.

## **Article VI CONTINUITY OF OPERATIONS**

### **Section 1. No Strikes or Stoppage**

During the term of this Agreement and any mutually agreed extension of it, the Union and each employee covered by this Agreement agree not to cause, encourage, permit, or take part in any strike (such as sympathy and unfair labor practice strikes), picketing, sit down, stay in, slow down, sick out, or other impeding of work or interference with the operation of the Company's business. No officer or representative of the Union shall authorize, instigate, aid or condone any such activity as referred to above. In the event any employee or group of employees covered by this Agreement participates in such an unauthorized activity, the Union, upon notification from the Company of such an occurrence, will direct employees involved in the unauthorized conduct to resume normal work activity.

### **Section 2. No Lockout**

During the term of this Agreement and any mutually agreed extension of it, the Company agrees that it will not engage in a lockout of its employees.

### **Section 3. Unauthorized Action**

Any employee or employees covered by this Agreement, whether individually or collectively, who shall cause or take part in any actions mentioned in Section 1 of this Article, during the term of this Agreement and any mutually agreed extension of it, shall be disciplined, up to and including discharge.

## **Article VII REPRESENTATION**

**Section 1. Plant Committee** The Plant Bargaining Committee, as determined by the Union and its represented Employees from among seniority Employees, shall consist of the following:

- A. One Plant Chairperson (Full-time), This full-time position will be in place as long as the hourly plant population exceeds 400 hourly employees. Should the plant population drop below this number the position will be reduced to its previous status (part time on day shift). Administrative details for this position will be documented by the parties for future reference.
- B. One part-time committeeperson will be assigned to the day shift and one to the afternoon shift. Additionally, a part-time committeeperson will be assigned to the midnight shift if there is a minimum of 25 employees on that shift.

Additional representatives due to growth will be resolved by mutual agreement.

The Company will not recognize any employee as a Union Representative who has not been made known to the Company by the Union in writing.

Upon written notification from the Union, the Company will recognize "alternate committeepersons" to function as replacements in the event of an absence of a recognized Union Representative.

**Section 2. Union Activity** No Union Representative shall be permitted to leave his or her job to enter an area other than his or her own work station without having been relieved by management to conduct Union business with the understanding the privilege to leave the work station is limited to the handling of grievances relating to or arising from the shift to which the Union Representative is assigned. In all cases, it is understood the privilege to leave the work station will not be abused and that Union Representatives are primarily to work at their assigned jobs.

Necessary time spent handling contract administration will be paid by the Company when it is during the Representative's normal assigned shift time, or when the Representative is required solely because of management's directive to stay beyond the Representative's normal shift time.

With prior notification to the Human Resources Department, Local 400 and International Union Representatives shall be permitted access to the plant to



investigate grievances and/or to meet with representatives of management.

With proper notification to the Human Resources Department, the Plant Chairperson may enter or remain in the plant on a shift other than his or her own shift for the purpose of handling and/or investigating grievances and/or working conditions.

The Company will provide employees access to available work space for the purposes of the administration of the collective bargaining agreement at the Highland Park facility. The determination of appropriate work space and its use by employees who serve in a union capacity will be at the discretion of the Company and arranged through the Human Resources department. The Company will provide an office with a desk, chair(s), a four (4) drawer filing cabinet, a phone (with outside line) computer, printer and access to shredder and a fax machine and copier (excludes printer service and ink refills). The Union is expected to follow the plant's housekeeping and door key practices.

In the event that the Local requests to facilitate external internet connections, the Company will facilitate the building coordination to do so. Such services will be paid for by the Local Union.

The Union agrees that the workspace may not be used to conduct any Union business not related to the operation of the Highland Park facility, or by anyone other than the employees of the Highland Park facility.

**Article VIII**  
**GRIEVANCES/DISPUTE RESOLUTION**  
**PROCEDURE**

**Section 1.** An employee having a dispute regarding the application or interpretation of the provisions of this Agreement may seek resolution in the following manner:

Step 1: The employee will discuss the issue with his or her immediate supervisor and may request the presence of a union representative. Should a union representative be requested by the employee, the discussion will be deferred until such time as a union representative is available. Complaints not brought to the attention of the Company within five (5) workdays of the time the employee knew or reasonably could have known the facts surrounding the occurrence shall not be subject to this procedure. If the parties are unable to resolve the issue through the initial verbal discussion, the Union will submit to the Company through the supervisor within two (2) workdays of the discussion a written grievance form, signed by the aggrieved and the Union. The supervisor will provide a written response to the grievance within two (2) workdays of receiving the grievance, unless additional time is needed to ascertain information pertinent to the complaint. If the parties are unable to reach a satisfactory resolution at Step One, the matter may be referred to Step Two.

Step 2: If the matter is not satisfactorily resolved at Step One, the Union has five (5) working days after receipt of the Company's written Step One disposition to appeal. The appeal will be submitted in writing to the department manager. The manager and the bargaining representative

will meet to discuss the grievance within five (5) working days, and the Company will provide a written response to the grievance within five (5) working days of holding the meeting. If the parties are unable to reach a satisfactory resolution at Step Two, the matter may be referred to Step Three.

Step 3: If the matter is not satisfactorily resolved at Step Two, the Union has five (5) working days after receipt of the Company's written Step Two disposition to appeal. The appeal will be submitted in writing to the HR department. A third step meeting will be held with the bargaining representative and a HR representative at a mutually agreed upon date and time. After the meeting is held, the Company will provide the Union with a written response **within five (5)** working days. If the parties are unable to reach a satisfactory resolution at Step Three, the matter may be referred to Step Four.

Step 4: If the matter is not satisfactorily resolved at Step Three, the Union has five (5) working days after receipt of the Company's written Step Three disposition to appeal. The appeal will be submitted in writing to the HR manager. A meeting will be held with the unit chairperson, a UAW International Representative, and the local HR manager and HR representative at a mutually agreed upon date and time. After the meeting is held, The Company will provide the Union with a written response within five (5) working days. If the parties are unable to reach a satisfactory resolution at Step Four, the matter may be referred to Step Five.

Prior to advancing the grievance to Step Five, the parties may mutually agree to submit the grievance for mediation.

Step 5: If the matter is not satisfactorily resolved at Step Four, the Union has thirty (30) calendar days after receipt of the Company's written Step Four disposition to notify the Company that the disposition was not satisfactory and submit the grievance for final binding arbitration. The parties agree to use members of the American Arbitration Association for binding arbitration. The parties will alternatively strike names from the panel provided until an arbitrator is selected. The Company and the Union will both have the right to reject one panel in its entirety and request a new panel.

The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this Agreement. His/her decision shall not go beyond what is necessary for the interpretation and application of this Agreement or the obligations of the parties under the Agreement. The arbitrator shall issue a written decision and explanation of the award within 30 days after the close of the hearing and submission of briefs, if any. The decision shall be final and binding on the parties. Only one (1) grievance can be submitted for a decision in arbitration, unless the parties otherwise agree. The parties shall share the fees and expenses of the arbitrator equally. All other expenses shall be borne individually by the parties.

If a grievance is not processed from one step to the next within the specified time limits, it will be considered

withdrawn unless the time limit is extended by mutual agreement of the parties.

Grievances alleging improper discipline or discharge may begin at Step Three (3) of the grievance procedure, and will be filed within three (3) days of the action

## **Section 2. Grievance Reinstatement**

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

However, in those instances where the International Union, UAW, by either its (i) Executive Board, (ii) Public Review Board, or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly affected by the Union or a Union Representative involved, the UAW International Representative may inform the Corporate Human Resource Department in writing that such grievance is reinstated in the Dispute Resolution Procedure at the step at which the original disposition of the grievance occurred. In no event can a grievance be reinstated more than two (2) years after it was originally settled.

It is agreed, that the Corporation will not be liable for any claims for damages, including back pay claims arising out of the grievance that either are already barred under the provisions of the Agreement at the time of reinstatement of the grievance or relate to the period between the time of the original disposition and the time of reinstatement as provided herein. It is further agreed that the Union and the team member(s) involved will not pursue such claims for damages against the Corporation in the concern resolution process, or in any court or before any Federal, provincial, state, or municipal agency.

Notwithstanding the foregoing, a decision of the arbitrator on any such grievance shall continue to be final and binding on the Union and its members, and the Corporation and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the Agreement, except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any decisions by the Arbitrator or other grievance resolutions.

Either party upon 30 days' notice in writing can terminate this reinstatement of grievances provision and the Company's obligation to reinstate grievances.

## **Article IX** **HEALTH & SAFETY**

**Section 1. Promotion of Health & Safety.** The health and safety of each employee is a top priority for the Company. Both parties recognize the need to provide a safe workplace and acknowledge that each employee must share in the responsibility for his/her own safety as well as the safety of others working around them. The Company is committed to practices that will generate safe workplace actions, conditions and procedures to maintain a safe and healthy work environment.

**Section 2. Health and Safety Committee**

The Company will conduct regular safety inspections, provide all required Personal Protective Equipment (PPE), safety devices, and safety programs to minimize accident and health hazards within all operations. It is each employee's responsibility to abide by the safety rules and policies established by the management of the facility.

The Company and Union will create accountability and ownership through a the Joint Safety Committee comprised of an equal amount of Salary and Bargaining Unit employees, but at least two (2) representatives of management, including a safety official, and at least two (2) representatives selected by the Union.

The Joint Safety Committee will meet on an as needed basis but not less than once per month, and its members paid for their time. The purpose and intent of the Joint Safety Committee shall be to identify Health and Safety issues and devise methods to correct and improve safety and health conditions in the plant, make periodic inspections of the facility, review and analyze reports of

work-related injury and illness. The Committee shall be trained on all health and safety programs.

### **Section 3. Personal Protective Equipment (PPE)**

Mandatory safety equipment and the areas requiring the use of such PPE is determined by the Company. Failure to properly use required PPE is grounds for disciplinary action, up to and including termination. All required PPE will be provided by the Company. It is the employee's responsibility to ensure his/her PPE is adequately maintained and available prior to the start of his/her shift. The Company agrees to continue to provide flame retardant uniforms to maintenance employees as well as other employees as required based on their job.

### **Section 4. Safety Glasses**

The Company will provide prescription safety glasses to employees where the Company requires such glasses. Employees who need to wear safety glasses and require corrective lenses are eligible to receive a Company-provided pair of prescription safety glasses every two (2) years. Glasses can be obtained at no cost to the employee but if he/she elects to purchase options, the additional costs for options will be paid by the employee when the glasses are ordered. In addition to optional frame upgrades, other features such as progressive lenses require employee contribution. Employees are responsible for bringing their safety glasses to work every day. Non-prescription safety glasses will be replaced at no charge to the employee. Damaged or broken non-prescription glasses must be presented in order to receive a new pair of non-prescription safety glasses or the employee will be required to pay \$1.



## **Section 5: Safety Compliance**

The Company will comply with all local, state and federal agencies to ensure safe, healthy working conditions and to constantly strive to prevent accidents and occupational hazards.

## **Section 6. Smoking Area**

The Company will provide adequate space outdoors for smoking for use by the employees.

## **Section 7. Medical**

### **A. Medical Dispute Resolution (Non-compensable)**

In the event of a dispute between the employee's doctor and the Company's Occupational Health Provider, which is not resolved through discussion between the two providers, then the Company and Union shall jointly select a qualified medical facility or physician as may be agreed upon by the Company and the Union, whose final decision as to fitness to return to an available job, or remain on disability leave, shall be final and binding on both parties and on the employee.

Payment for examination by the Company's Occupational Health Provider and by such medical facility or physician shall be made by the Company, unless the employee fails to appear for an appointment without an excuse acceptable to the Company in which case the employee will be liable for such costs.

### **B. Occupational Injuries**

The parties agree it is desirable where feasible to provide jobs for employees who have restrictions relating to occupational injuries. In an effort to help the

rehabilitation process, the Company will attempt to identify available work for employees with occupational injuries, subject to the nature of the restrictions.

### C. Injured Employees

Employees who are injured at work and who must leave work for medical treatment will be paid for time they were unable to work on the day of the injury and for time spent during their normal shift only at a follow-up doctor's appointment that has been approved by the Company's workers compensation administrator.

In accordance with Michigan State Workers Compensation law, employees will be paid the applicable mileage rate for travel to and from doctor appointments that have been approved by the Company's workers compensation administrator.

## **Section 8. Drugs and Alcohol**

It is agreed that Drug and Alcohol use jeopardizes safety and productivity in the work place. Yanfeng US Automotive Interior System I LLC and the Union are committed to maintain a drug-free work place. The Company and the Union will cooperate fully with law enforcement officials in the investigation of any suspected drug-related illegal activities. The Company will also comply with any federal or state reporting requirements.

Employees who feel that they may have a substance abuse problem are encouraged to contact the Employee Assistance Program (E.A.P.), their local Health Services Professional, the Human Resources Department, or their Union Representative. No disciplinary action will be

taken against any employee who seeks help through rehabilitation on their own accord. The employee will not be permitted to work until they have been cleared by the Company's Occupational Health Provider.

Random drug and alcohol testing will not be used<sup>1</sup>. However, if the Company has reasonable cause to believe that an employee's ability to perform his/her work is impaired because he/she is under the influence of drugs or alcohol, the Company will complete an Unusual Observation Checklist. If it is determined that there may be impairment, the employee will be required to submit to drug and alcohol testing. If the employee refuses testing, that would be considered a positive result. If the employee tests positive for drugs or alcohol, the employee will be subject to disciplinary action up to and including termination for violation of the Company's policy.

If a seniority employee has been notified that he/she will be tested for cause and informs Human Resources, prior to the test, that he/she has a substance abuse problem and requests treatment, he/she will not be subject to discharge. If the employee tests positive, he/she will be placed on disciplinary layoff until they have completed an evaluation by a health care professional. Once evidence of the evaluation is provided to the Company, the employee may open a conditional medical leave of absence. The leave will be governed by the Short Term Disability Plan provisions, and the employee must comply with these provisions to remain on leave. Failure to do so will be grounds for discharge. Upon an employee's successful treatment and subsequent return to work, the employee will be required to sign a "Substance

Abuse 12 Month Waiver” and will be subject to random drug testing.

Despite the foregoing, the Company reserves the right to discipline or discharge an employee who is tested for cause if the employee’s conduct that precipitated the test warrants discipline or discharge.

A. Opportunity for Re-testing

Immediately upon notification of a positive drug test result, the employee may request that a portion of the original suspect sample be re-tested at his own expense at a Company-approved testing facility. The Company will reimburse the employee for the cost of the re-test if the results are negative.

<sup>1</sup> Employees involved in rehabilitation programs may be randomly drug tested up to three times within a six month period from the date of completion of the program if they entered the program of their own accord and were not subject to for cause testing. A positive random drug test will be grounds for discipline up to and including discharge.

**Section 9. Emergency Relief**

Rest periods are established so that employees may use the rest room. The Company also realizes that emergency situations can arise at times other than the regular rest periods and will arrange for emergency relief without undue delay in those situations.

**Article X  
SENIORITY**

### **Section 1: Definition**

Seniority shall be established on a plant wide basis with each employee's seniority determined as of his/her last date of hire. In the event that employees have the same seniority date, the employee who has the lowest last four (4) digits of their Company Global ID number has the greater seniority.

### **Section 2: Probationary Period**

New employees are considered probationary employees until they have been employed for 90 continuous days, at which time they will be considered seniority employees. Periods during which an employee is on layoff or absent for any reason shall not be considered as days of service. During this period, evaluations of the employee's safety practices, performance, productivity, quality of workmanship, attendance and conduct will be made by the Company to determine whether the employee is suited to become a seniority employee.

During the probationary period, the Company retains the sole right to assign, reassign, retain or terminate.

### **Section 3: Loss of Seniority**

An employee shall lose all seniority rights if:

- A. The employee quits, retires or is discharged.
- B. The employee is absent from work for three (3) consecutive work days without calling and fails to provide a reason acceptable to management (documentation may be required).
- C. The employee fails to return to work upon the expiration of an approved leave of absence and

- fails to provide a reason acceptable to management (documentation may be required).
- D. The employee fails to return to work immediately upon the expiration of a layoff (to ensure compliance, see Layoff Check-In Procedure).
  - E. The employee has been on continuous layoff or leave of absence for their length of service or to 24 months, whichever is less.
  - F. The employee has engaged in employment while on leave of absence, unless authorized by the Company.

Military leaves (as permissible by law and/or Company policy), worker's compensation, union leaves and FMLA are not considered as an interruption of seniority.

#### **Section 4: Assignment of Work**

In order to meet the requirements of our customers, the Company retains the right to reassign seniority employees on the same shift to any work he/she is qualified to perform. However, except in critical situations, when it is necessary to move an employee from one department to another for a temporary period, the least seniority employee will be transferred.

#### **Section 5: Seniority List**

An electronic up-to-date seniority list will be furnished to the Union within thirty (30) days of the signing of this Agreement and every month thereafter. The seniority list will contain the name, seniority dates, and current classification, company ID# of the employees. The Union will be provided with a hard copy list of new hires **seven (7) calendar days before any** New Hire Orientation.

## **Section 6. Process Technicians & Maintenance Mach/Elec Technicians Only**

- A. Process Technicians I & II and Maintenance Mach/Elec Technicians I & II shall have a seniority date of entry for their respective classifications for promotions /layoff purposes.
- B. For Purposes of Layoff/Reduction in Force: If a permanent reduction in force is necessary for the above classification resulting in a layoff of more than six (6) consecutive calendar weeks, the employee with the least seniority in the affected classification will be laid off, provided the remaining employees are at least equally qualified to perform the job, as determined by the Company.
- C. Plant Seniority will apply in all other instances outlined in the December 2, 2020 Collective Bargaining Agreement.
- D. This Section will be applied to all current and future employees in the classifications.

## **Section 7. Shift Preference**

- (A) Employees will be allowed to switch to another shift twice per calendar year during any of the windows shown below providing they have enough seniority and it is within their current classifications and department. If an employee is bumped, they will still be able to exercise their own bump.

## Shift Preference Change Opportunities

- 2<sup>nd</sup> and 3<sup>rd</sup> weeks of January each year
- 2<sup>nd</sup> and 3<sup>rd</sup> weeks of May each year
- 2<sup>nd</sup> and 3<sup>rd</sup> weeks of August each year

Requests to switch shifts must be given to Human Resources in writing by the end of each time period shown above and will be honored within two weeks following the end of each time period shown above. Qualified employees may exercise their shift preference within the same classification and department provided that such will not create an imbalance of necessary skills for each shift.

(B) The Company reserves the right to limit the number of moves if it proves to be disruptive to the operations.

As business needs dictate, the Company may require employees to temporarily work on a shift different from their normal shift. This practice will be kept to a minimum and employees will only be reassigned in rare circumstances. Advance notification will be given to the affected employees.

Prior discussion with the Union will take place. If any issues arise involving this section, any disagreements will be resolved by the Union and Human Resources.

## **Section 8. Jobs**

### A. Newly Created.

To ensure the Company is working in the most efficient, cost-effective way to meet customer requirements, the Company has the right to create new job classifications and to modify job assignments within existing job classifications. When the changes in job assignments within a classification are so



extensive that the general duties and responsibilities are changed justifying a higher wage rate, or when the Company establishes a new classification and rate, the Company shall give the Union notice and shall discuss the change and reasons therefore. The Union may grieve the Company's final decision and if arbitrated the arbitrator's authority shall be limited to establishing the proper rate of pay. In establishing a new or increased rate, the arbitrator must consider the rates and complexities of the current classifications.

#### B. Vacancies.

The Company retains the sole right to fill vacant positions as it deems necessary and in a manner that is flexible, efficient and meets the needs of the business. Therefore, all vacancies may be filled with qualified personnel in one of the following manners:

1. Assigning available manpower
2. Internal job postings (non-promotional)- Vacant positions will be posted on the bulletin board for **six (6)** business days. Postings will included the shift, rate of pay, date/time posted and date/time the posting will be removed. Bids received after the posting period is over will be considered void. Vacancies will be awarded to the highest senior bidder.
3. Temporary employees/external hires

#### C. Promotions

Interested seniority employees may apply for promotional opportunities by submitting a job bid form to the Human Resources Department. Promotional openings will be posted on the bulletin board for the **six**

(6) business days. Posting will include the shift, rate of pay, date/time posted and date/time it will be removed. Bids received after the posting period is over will be considered void. The Company will make every effort to place the employee awarded the promotion on the new job within two (2) weeks following the job award. Employees awarded a promotion must fill the position on the posted shift.

Seniority employees may complete one (1) successful job bid per rolling 12- month period.

The criteria for promotions will be based on verifiable qualifications, but where these are equal; the qualified employee with the greater seniority shall have preference. Qualifications may be based on, but are not limited to:

1. Certifications noting successful completion of applicable training from accredited institutions.
2. Successful previous experience of same or compatible duties.
3. An employee can be requested to demonstrate their ability.
4. Plant versatility matrix and training levels achieved.
5. Good attendance / discipline record.

During periods related to program launches, assignments specific to program launches will not exceed six (6) months. In the event an extension is necessary, the company and the union will meet and discuss the extension of launch activities.

## **Section 9: Layoff and Recall**

- A. **Temporary Layoff:** A layoff of six (6) consecutive calendar weeks or less shall be considered a temporary layoff and will be handled by laying off by classification, department and shift in seniority order. If there is a need for a temporary layoff for a portion of a classification, department and shift, the Union may request the Company to consider the practicality of offering the temporary layoff in inverse seniority order.
- B. **Reduction in Force:** If a permanent reduction in force is necessary resulting in a layoff of more than six (6) consecutive calendar weeks, the employee with the least plant seniority in the affected classification will be laid off, provided the remaining employees are at least equally qualified to perform the job, as determined by the Company. Where a lower seniority employee is required for training purposes, he/she will be retained until the training of the higher seniority employee is accomplished.

Employees who are promoted to a new classification, and there is a subsequent reduction in force in that classification within 60 days of the promotion, will be returned to their prior classification before any other person in the new classification is reduced.

Employees classified as a Material Handler, Team Leader, Quality Tech, Quality Liaison, Cycle Counter, Receiving Clerk, Utility Relief / Set-Up, Process Tech I and Process Tech II or Mech Elec I and Mech Elec II

affected by a permanent reduction in force may exercise their seniority in the Production Associate classification.

- C. Recall: Recall of employees from layoff will be in seniority order, by classification. Any employee who refuses a recall to any available job shall lose his/her seniority, and his/her employment with the Company will be terminated.
- D. Preferential Seniority: During any layoff situation, the Union bargaining committee will have preferential seniority status, provided they can do the work without additional training.

### **Section 10. Layoff Check in Procedure**

When employees are temporarily laid off, the Company will provide a tentative return to work date. As business needs dictate, the Company retains the right to require employees to return to work prior to the originally scheduled date.

As layoff periods will vary in timing, it is the Company's intent to provide employees a means to make sure that they are aware of when they must return to work. As such, it is imperative that the Company be able to contact the employee while he/she is on layoff. The following procedure should be followed by employees whose layoff period is greater than one (1) week:

1. Call Security at 1 (313) 252-5200 every Friday before noon to see if their return to work date has been changed. Security will check off the name

of each employee that has called in and provide the list to HR.

2. If at any time during the layoff period an employee knows they cannot be reached at the telephone number on file with HR, he/she must provide Security with a temporary contact telephone number.

Please note that it is the responsibility of all employees to maintain accurate personal information throughout their employment with Yanfeng. Employees must inform HR of any change to their telephone number and home address. In the event the Company needs to contact an employee to make him/her aware of any changes after the Friday call in day, they will contact the employee at the telephone number on record with HR unless a temporary one has been given to Security.

### **Section 11. Relocation of Work**

In the event the work currently being produced at this Highland Park location is moved to another Yanfeng US Automotive Interior System I LLC location within fifty (50) miles of the current location, the employees employed at this location who are impacted by the work being moved will be given preferential job opportunities at the new facility prior to any new employees being hired. This agreement applies only to work currently being produced at the Highland Park plant and does not include other work being contemplated at Highland Park. The Company will notify the Union as soon as reasonably possible concerning the relocation.

## Section 12: Transfers Out of the Bargaining Unit

In the event a bargaining unit member accepts a position within the Company not covered by this Agreement, the employee shall lose seniority in the bargaining unit. If the employee wishes to return to the unit during the first thirty (30) days of the new position, he/she will retain his/her seniority. An employee will only be allowed to exercise this option one time. If an employee is returned to the bargaining unit after 30 days, he/she will assume a new bargaining unit seniority date.

## Article XI Wages and Economics

### Section 1: Wage Progression

Wage increases are seniority based; further increases upon attaining additional seniority. Employees receive top rate upon attaining 4 years of seniority.

### Section 2. Wage Chart

YEAR 1 (GWI) 12/2/2020

	<u>Start</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>
Maintenance Mach/Elec Technician Lvl 1	\$ 22.10	\$ 22.85	\$ 23.60	\$ 24.60	\$ 25.85
Maintenance Mach/Elec Technician Lvl 2	26.10	27.10	28.10	29.60	31.10
Process Technicians Lvl 1	18.10	18.60	19.10	20.10	21.10
Process Technicians Lvl 2	22.10	23.10	24.10	25.60	27.10
Cycle Counter	16.25	17.00	17.75	18.25	19.25
Repair Technicians	16.00	16.75	17.50	18.25	19.00
Quality Liaison	16.50	17.25	18.25	18.75	19.85
Receiving Clerk	16.25	17.00	17.75	18.25	19.25
Utility/Relief	16.00	16.50	17.25	17.75	19.00
Team Leader	16.00	17.25	18.00	18.75	19.75
Quality Technician	16.00	16.75	17.25	17.75	18.75
Material Handler	15.75	16.00	16.50	17.50	18.75
Production Associate	15.00	15.25	15.75	16.75	18.00
Lump Sum - Ratification	700	700	700	700	1,000

YEAR 2 (GWI) 12/5/2021

	<u>Start</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>
Maintenance Mach/Elec Technician Lvl 1	\$ 22.35	\$ 23.15	\$ 23.90	\$ 24.90	\$ 26.25
Maintenance Mach/Elec Technician Lvl 2	26.35	27.40	28.40	29.90	31.50
Process Technicians Lvl 1	18.35	18.90	19.40	20.40	21.50
Process Technicians Lvl 2	22.35	23.40	24.40	25.90	27.50
Cycle Counter	16.35	17.30	18.05	18.55	19.65
Repair Technicians	16.10	17.05	17.80	18.55	19.40
Quality Liaison	16.60	17.55	18.55	19.05	20.25
Receiving Clerk	16.35	17.30	18.05	18.55	19.65
Utility/Relief	16.10	16.80	17.55	18.05	19.40
Team Leader	16.10	17.55	18.30	19.05	20.15
Quality Technician	16.10	17.05	17.55	18.05	19.15
Material Handler	15.90	16.25	16.80	17.80	19.15
Production Associate	15.15	15.50	16.05	17.05	18.40
Launch Bonus (Job 1 + 90)	-	300	300	300	1,000

YEAR 3 (GWI) 12/4/2022

	<u>Start</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>
Maintenance Mach/Elec Technician Lvl 1	\$ 22.60	\$ 23.45	\$ 24.20	\$ 25.20	\$ 26.65
Maintenance Mach/Elec Technician Lvl 2	26.60	27.70	28.70	30.20	31.90
Process Technicians Lvl 1	18.60	19.20	19.70	20.70	21.90
Process Technicians Lvl 2	22.60	23.70	24.70	26.20	27.90
Cycle Counter	16.45	17.60	18.35	18.95	20.05
Repair Technicians	16.20	17.35	18.10	18.95	19.80
Quality Liaison	16.70	17.85	18.85	19.45	20.65
Receiving Clerk	16.45	17.60	18.35	18.95	20.05
Utility/Relief	16.20	17.10	17.85	18.45	19.80
Team Leader	16.20	17.85	18.60	19.45	20.55
Quality Technician	16.20	17.35	17.85	18.45	19.55
Material Handler	16.05	16.50	17.10	18.20	19.55
Production Associate	15.30	15.75	16.35	17.45	18.80

	<u>Start</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>
Maintenance Mach/Elec Technician Lvl 1	\$ 22.85	\$ 23.75	\$ 24.50	\$ 25.50	\$ 27.10
Maintenance Mach/Elec Technician Lvl 2	26.85	28.00	29.00	30.50	32.35
Process Technicians Lvl 1	18.85	19.50	20.00	21.00	22.35
Process Technicians Lvl 2	22.85	24.00	25.00	26.50	28.35
Cycle Counter	16.70	17.90	18.65	19.40	20.50
Repair Technicians	16.45	17.65	18.40	19.40	20.25
Quality Liaison	16.95	18.15	19.15	19.90	21.10
Receiving Clerk	16.70	17.90	18.65	19.40	20.50
Utility/Relief	16.45	17.40	18.15	18.90	20.25
Team Leader	16.45	18.15	18.90	19.90	21.00
Quality Technician	16.45	17.65	18.15	18.75	20.00
Material Handler	16.20	16.80	17.40	18.65	20.00
Production Associate	15.45	16.05	16.65	17.90	19.32

### **Section 3. Call-Back Pay**

An employee called to perform work before or after, but not in continuation with, his daily work schedule shall be guaranteed a minimum of work or pay equivalent to five (5) hours pay at the appropriate rate of pay.

### **Section 4. Reporting-In Pay**

It is the Company's responsibility to provide advance notice to employees when it is known or anticipated that there will not be work available. If the Company does not make a reasonable effort to notify employees, and they report to work at the beginning of their scheduled shift, they shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay at their regular rate. A reasonable effort is generally considered a phone call to the employee's phone number on record before the start of the shift, taking into consideration transportation time to the plant. Employees must perform any assignment of



work available. Employees are responsible for ensuring their contact information is up to date so that they may be contacted prior to their shift start when the Company knows in advance that work will not be available.

The provisions of this article shall not, however, apply where the failure of the Company to provide work is caused by labor disputes, storms, floods, power failure, fire, or any emergency beyond the control of the Company.

### **Section 5. Shift Premium**

Employees working the AWS night shift or 2<sup>nd</sup> and 3<sup>rd</sup> shift on the regular schedule will be paid a shift premium of \$.40 per hour worked.

### **Section 6. Transfer to Higher Paying Job**

When an employee is required to temporarily fill the place of another employee, and the pay difference of the temporary job is greater than the employee's normal pay rate, the employee shall receive the rate of pay of the assigned job after performing the temporary job for at least one (1) hour.

### **Section 7: Hours of Work**

- A. Nothing in this Agreement shall be construed as a guarantee by the Company of any amount of work in any time period, or as a limitation on the Company's right to schedule work in excess of or below the normal workday or workweek or to require employees to work overtime.
- B. The normal work week will be five (5) days, Monday through Friday eight (8) hours per day.

Shift start and end times for each department will be determined based on customer requirements or other business needs. If conditions arise which necessitate the Company change the established work week or shift hours for a department, the Company and Union will discuss the needed change and give employees at least one week's notice.

## **Section 8: Payroll**

### **A. Pay Period**

The pay period will be weekly with a Friday pay date. Check distribution for the afternoon shift will be handled on the Thursday prior to the Friday pay date at the end of the shift. In the event a holiday falls on the normal pay day the checks will be distributed on the last workday prior to the holiday.

Direct Deposit- All employees will be required to have their paychecks directly deposited to the financial institution of their choice. Employees will have the ability to view and/or print their check detail via the employee portal.

It is the employee's responsibility to ensure that the bank account on file with the payroll department is current and accurate.

The Company will continue to offer direct deposit to employees. The Company will also continue to offer ATM services as long as the vendor of the ATM permits us to do so.

B. Payroll Shortages

In the event an employee experiences a pay shortage, it is the responsibility of the employee to inform the supervisor to begin the process to correct the discrepancy. If the shortage is for eight (8) hours or more, a special cycle check will be requested for them and the special check will be available by the Friday after the payday in which the shortage occurred. If the discrepancy is not reported by the Tuesday after pay day by noon, the adjustment will be included in the next pay period. Where feasible, adjustments may be corrected within two business days; all others will be included in the next pay period.

C. Timekeeping

For purposes of calculating hours worked, the calculations will be made in tenths of an hour.

**Section 9. Rest Periods**

Employees will receive one half hour unpaid lunch period. Employees will also receive two (2) paid fifteen minute breaks during their scheduled eight-hour shift. During periods of overtime in which more than nine (9) hours are scheduled, employees will be granted an additional paid five (5) minutes of break time for every hour of overtime scheduled. Management is responsible for scheduling breaks with consideration to business needs. If operating patterns are modified and adjustments to the rest periods are necessary, discussions will be held with the Union. Modified times for break and operating period will be posted in the mass relief

areas.

## **Section 10: Paid Time Off (PTO)**

### **A. PTO Approval**

Both the Company and the Union believe that employees benefit from taking Paid Time Off (PTO) and the Company must be able to operate in an efficient manner. To ensure all employees are afforded the opportunity to schedule PTO fairly; all employees will submit their requests in writing to their supervisor, who will respond to their request promptly. Employees will be granted their PTO time, whenever possible, on a first come basis, except during the December sign-up period.

Employees should schedule PTO as far in advance as possible, but no earlier than the December sign up period prior to the year in which they want to take the PTO. Between December 1<sup>st</sup> and December 15<sup>th</sup> employee's length of service and operational requirements will be taken into consideration when scheduling PTO. Priority consideration will be given for requests of 40 hours or more. Employees will be notified no later than December 22 of the status of their PTO request. PTO requests received after the December 15 period will be considered and approved on a first come first serve basis. Requests of forty hours or more will be given priority consideration before single day requests are granted. Likewise, in cases where requests are submitted at the same time for the same period of time, seniority will be the deciding factor.

Generally speaking, 5% of the workforce will be allowed off on any given day. However, this is not to say that it

has to be limited to 5%, nor does it mean that the Company can't limit the number off from any one area if the Company believes the operation will be negatively impacted. 5% excludes Medical, FMLA, Military, Jury Duty, Bereavement, approved Union business, approved leaves.

PTO may be taken only in four (4) or eight (8) hour increments, and five (5) or ten (10) hour increments for those working the AWS. If an employee has scheduled and received approval for PTO on a Friday or Monday, he/she is not required to report to work on the Saturdays or Sundays surrounding the PTO.

#### B. PTO Usage and Eligibility

1. Use of PTO. Paid time off may be used in the following circumstances:

a) Scheduled time off

b) Illness

c) Personal Business and

d) Vacation. Scheduling PTO days must be done in advance and approved in writing by the supervisor.

PTO's must be taken in four (4) or eight (8) hour increments and five (5) or ten (10) hour increments for those working the AWS.

In the case of illness or other unforeseen circumstances, the employee is required to call the call-in number at least one (1) hour prior to the start of his/her shift.

Recognizing that unanticipated emergencies (twenty-four (24) hour notice not required) arise that may be beyond the control of the employees, the Company will

review and grant the employee’s request to use any remaining PTO available, provided total absences for the day in question do not exceed 5% and the following conditions are met:

- The employee must call in to the ATS to report their absence
- The employee provide(s) written documentation of the emergency upon return.

The excused absence time is taken in increments of four (4) or eight (8) hours, or in the case of AWS, five (5) or ten (10) hours

2. Eligibility: Seniority employees are eligible for PTO. PTO is earned according to the following schedule:

<b>Length of Service</b>	<b>PTO Eligibility</b>
Completion of probationary period	24 hours
1 year anniversary	40 hours
2year anniversary – 4 year anniversary	80 hours
5 or more years (on anniversary date)	120 hours
<b>7 or more years (on anniversary date)</b>	<b>128 hours</b>
<b>10 or more years (on anniversary date)</b>	<b>140 hours</b>
<b>15 or more years (on anniversary date)</b>	<b>160 hours</b>

The Company will also provide the employees one (1) discretionary paid day that employees may schedule under the PTO guidelines.

As of the employee's anniversary date each year, seniority employees will be allowed to use the discretionary paid day in an emergency. In addition, seniority employees will be given one (1) unpaid discretionary day to use in an emergency.

To use one of these discretionary days, employees must call the Attendance Tracking System (ATS) one hour prior to the start of their shift. No points will be assessed when the call off procedure is followed, and the two discretionary days have not been used.

An "Emergency PTO Day" may only be taken in a full day (8 or 10 hr) increment.

Any unused paid time off will be paid out no later than the end of the month following their seniority date of hire.

If an employee is on an extended leave of absence for greater than 90 days, excluding FMLA time, his/her PTO eligibility will be reduced in the upcoming eligibility year by one PTO day for every 30 days of leave.

## **Section 11. Leaves of Absence**

A. Medical Leave of Absence (MLA) An employee may be eligible for a medical leave if his/her absence exceeds three (3) working days due to a medical condition. It is the employee's responsibility to request a leave from the Company. All MLA's will count towards the twelve (12) week FMLA eligibility. The following procedures apply:

1. Conditional MLA's are initially issued for a two (2) week period; note that the timing of the MLA may not necessarily last the entire two (2) week duration.

2. Employees will be required to provide acceptable medical documentation to the HR department to justify the entire amount of time off prior to returning to work.
3. A fitness for duty report will be required from the Company's Occupational Health Provider. The fitness for duty report will only include examination relating to conditions which are noted on the medical documentation from the employee's health care provider.
4. An employee who fails to return from a MLA will be terminated as a voluntary quit.

B. Family and Medical Leave Act (FMLA) Leaves under this Article shall be administered and provided for in a manner consistent with the FMLA of 1993 and its published regulations and any subsequent changes mandated. Employees will ~~not~~ be required to substitute up to 40 hours of Paid Time Off (PTO) in place of FMLA.

C. Military Leave Military leaves will be granted as permissible by law and/or Company policy. The following procedures apply:

1. The Company will pay an employee who is a member of the US Armed Forces, Reserve, or National Guard and who is required to report for annual active duty for training, for each day spent in performing such duty training if he/she would have otherwise been scheduled for work.



2. Payment will be the difference between his/her military earnings (including all allowances except rations and travel) and eight (8) hours normal straight time.
3. Payment under this provision shall be limited to a maximum of ten (10) scheduled working days in any calendar year.
4. To receive payment, an employee must give the Company prior notice of such military duty and furnish the Company with a statement of military pay for such duty.

D. Jury Duty Employees called for jury duty will receive eight (8) hours pay, regular straight time rate (less jury duty pay) for the workdays missed if a copy of the summons is provided in advance to the Company. If the employee is subpoenaed in a non YFAI trial or other proceeding, the absence is excused but not paid.

E. Unpaid Time Off In certain instances when employees have exhausted available Paid Time Off (PTO), the Company, at its discretion, may authorize employees to take unpaid time off.

F. Bereavement Leave Employees will be granted up to three (3) scheduled, eight (8) hour straight time days, with pay, for absence resulting from matters directly relating to the death of an immediate family member and one (1) scheduled eight (8) hour day with pay for aunts and uncles. These days must include the day of the funeral and immediate days preceding or following the funeral. The following procedures apply:

1. The Company may require proof of death and relationship prior to making payment (e.g. obituary or death certificate).
2. Under this provision, members of the immediate family are defined as the employee's: spouse, child, mother, father, sibling, grandparent, and grandchild; current step-children, step-parent, step-sibling; current spouse's parent and siblings.

G. Union Business Leave The Company will grant an unpaid leave of absence for Union members to transact Union business away from the Company premises, without pay. One employee may be granted a Union leave for up to ten (10) consecutive working days, or two employees for five (5) consecutive working days. The Union must provide a written request to the HR Manager a minimum of seven (7) working days prior to such absence unless there is mutual agreement to a shorter period. No more than two (2) employees will be granted leave at any one time without the agreement of the Union and Company. If the Company feels that the requested leave will disturb the employee's work area or plant performance, they will notify the Union immediately and discuss with the Union ways to resolve the problem. Union leaves will not be unreasonably denied.

It is understood that occasionally, members of the local Union committee will need to conduct Union business outside of the plant. When it is necessary for the members of the committee to be offsite on the same day, the Union leave request will be brought to the attention of the HR Manager at least seven (7) days in advance. Every effort will be made to accommodate the request.

A seniority employee that is selected for full-time Union service away from the Company premises may be granted a leave of absence, without pay and benefits, for a period up to one (1) year provided such request is made in writing at least two (2) weeks in advance to the HR Manager. An extension of one (1) year may be requested annually. An employee who returns to the bargaining unit from a Union business leave of more than 30 days will be placed in available work with the exception of MechElecs. A returning MechElec will bump the lowest seniority MechElec into available work.

## **Section 12: Holidays**

All seniority employees are eligible for holiday pay. Holiday pay will be equal to eight (8) hours of the employee's normal straight time rate. Hours worked on paid holidays will be paid at double-time the base hourly rate in addition to holiday pay.

Holiday pay eligibility is dependent on the employee working the last scheduled day before and the next scheduled day after the holiday unless the employee has pre-approved scheduled time off (e.g. PTO).

In the event an observed holiday does not fall on a normally scheduled workday, the Company will notify employees of the alternate date in advance.

### **Holidays- Observed paid Holidays will include:**

#### **2021**

New Year's Day- January 1, 2021

Martin Luther King Jr. Day- January 18, 2021

Good Friday- April 2, 2021

Memorial Day- May 31,2021  
Independence Day- July 5, 2021 (Observed)  
Labor Day- September 6,2021  
Veteran's Day- November 11, 2021  
Thanksgiving Day- November 25,2021  
Thanksgiving Day After- November 26, 2021  
Christmas Eve- December 24, 2021  
Christmas Day- December 27, 2021 (Observed)

## **2022**

New Year's Day- January 1, 2022 (Observed)  
Martin Luther King Jr. Day- January 17, 2022  
Good Friday- April 15, 2022  
Memorial Day- May 30, 2022  
Independence Day July 4, 2022  
Labor Day- September 5, 2022  
Veteran's Day- November 11, 2022  
Thanksgiving Day- November 24, 2022  
Thanksgiving Day After- November 25, 2022  
Christmas Eve- December 23, 2022 (Observed)  
Christmas Day- December 26, 2022 (Observed)

## **2023**

New Year's Day- January 2, 2023 (Observed)  
Martin Luther King Jr. Day- January 16, 2023  
Good Friday- April 7, 2023  
Monday After Easter- April 10, 2023  
Memorial Day- May 29, 2023  
Independence Day- July 4, 2023  
Labor Day- September 4, 2023  
Veteran's Day- November 11, 2023 (Observed)  
Thanksgiving Day- November 23, 2023  
Thanksgiving Day After- November 24, 2023  
Christmas Eve- December 22, 2023 (Observed)

Christmas Day- December 25, 2023

## **2024**

New Year's Day- January 1, 2024

Martin Luther King Jr. Day- January 15, 2024

Good Friday- March 29, 2024

Monday After Easter- April 1, 2024

Memorial Day- May 27, 2024

Independence Day- July 4, 2024

Labor Day- September 2, 2024

The aforementioned Holidays will be paid at the employee's regular straight time rate. Hours worked on paid holidays will be paid at double-time the base hourly rate in addition to Holiday pay.

## **Section 13: Overtime**

### **A. Premium**

#### **Regular work week (5 days, 8 hours)**

Time and one-half will be paid for all hours worked in excess of forty (40) hours per week. Double-time will be paid for all hours worked on Sunday (excluding Alternative Work Schedules). An employee must have either worked 40 hours or have been credited for time worked to be paid for double time for work performed on Sunday.

Contractual paid time off, in which the employee receives base wage (i.e. Holidays, PTO, jury duty, military leave); will count toward the forty (40) hour workweek, for overtime calculation. Additionally, unpaid time off due to customer

downtime or customer downtown or customer Holidays and Union leave will count as time worked.

Alternative Work Schedules (Any combination of 4 days, 10 hours)

Alternative Work Schedules will be paid time and one-half for all hours worked in excess of forty (40) hours per week. Double time will be paid for all hours worked on Sunday (when Sunday is not in the regular work schedule). An employee must have either worked 40 hours or have been credited for time worked to be paid for double time for work performed on Sunday.

Contractual paid time off, in which the employee receives base wages (i.e. Holidays, PTO, jury duty, military leave); will count towards the forty (40) hour workweek, for overtime calculations. Additionally, unpaid time off due to customer downtime or customer Holidays and Union Leaves will count as time worked.

**B. Scheduling –Notification**

1. When, in the judgment of management, overtime is required, the regular, full time employees assigned to an operation will work such overtime periods. The Company will make every effort to notify employees of such overtime in advance.
2. For weekend overtime, the Company will notify employees by the end of their shift on Thursday when possible.

### C. Scheduling-Overtime to be Worked

1. Daily Overtime- The individuals performing the job during the shift will be required to work the overtime.
2. Where such overtime is of a continuing nature, (except in emergencies\*) will rotate such overtime among qualified regular full-time employees in the department who signed the volunteer list. Starting with the first day of each work week, overtime will be offered first to the highest senior regular full-time employee who is qualified to perform the work. Opportunities thereafter will be offered to the next highest senior regular full-time employee on the volunteer list and continue down through the volunteer list until overtime has been offered to all qualified regular full-time employees in the department who signed the volunteer list. When the volunteer list has been exhausted, the next opportunity will be offered again to the highest senior regular full-time employee on the department volunteer list.

\*anytime emergency overtime is required the Union will be provided notification.

3. Except in emergencies, the Company will give overtime opportunities to qualified regular full-time employees in the department who volunteer for the assignment(s) before making a mandatory assignment.
4. If it is necessary to supplement from another department to fill overtime opportunities, the Company will use the following procedure:

Overtime will be offered first to the highest senior regular full-time employee who signed the supplemental list and is qualified to perform the work. Opportunities thereafter will be offered to the next highest senior regular full-time employee who signed the supplemental list, and so on until overtime has been offered to all qualified senior regular full-time employees on the department supplemental overtime list. When the department supplemental overtime list has been exhausted, overtime will become mandatory for the regular full-time employees assigned to the department in inverse seniority order.

## **Article XII BENEFITS**

### **Section 1. Health and Welfare**

#### **A. 401k**

Employees shall be permitted to participate in the Company 401k plan in effect at the time of ratification which is described in the Yanfeng Automotive Interior Systems Savings and Investment (401k) Plan Summary for Highland Park, MI. Upon notification to the Union, the company may make modifications to these programs, including the record keeper.

#### **B. Dental**

Employees shall be permitted to participate in the Company benefit programs in effect at the time of ratification which are described in the Yanfeng



Plan Summary for Highland Park, MI. Upon notification to the Union, the Company may make modifications to these programs, including carrier changes. Employee out of pocket costs remain at the same level during the life of the agreement, except employee premium contributions. In no event will employee premium contributions increase more than 15% annually.

C. Disability

1. Long Term Disability (LTD) – Employees are eligible for LTD in accordance with the Long Term Disability Program as described in the Yanfeng Plan Summary for Highland Park, MI
2. Short Term Disability (STD) – Employees are eligible for STD in accordance with the Yanfeng. Plan Summary for Highland Park,

D. Flexible Spending Account (FSA)

The Company will continue to offer a Flexible Spending Account and employees are eligible to participate in the Company's Flexible Spending Account (FSA) Plan. This account allows employees to set aside pre-tax dollars to pay for the cost of certain health and dependent care expenses.

E. Life and Accidental Death and Dismemberment (AD&D)

The Company will provide \$30,000 in Group Life and AD&D benefits for each employee, effective

the first day of the month following the date of hire.

F. Medical

Employees shall be permitted to participate in the Company benefit programs in effect at the time of ratification which are described in the Yanfeng Plan Summary for Highland Park, MI. Upon notification to the Union, the Company may make modifications to these programs, including carrier changes. Employee out of pocket costs remain at the same level during the life of the agreement, except employee premium contributions. In no event will employee premium contributions increase more than 15% annually.

G. Vision

The Company will continue to offer vision insurance and employees may participate in the Plan(s) offered by the Company. The parties agree that any revisions to coverage or changes to premiums or employee contributions for these plans will be made in a manner similar to changes made for other YFAI employees.

**Section 2: Benefit Continuation**

Medical, dental and vision coverage ends the last day of the month the employee is no longer considered actively working. Life, AD&D, Optional Life and AD&D, STD and LTD ends the day the employee is no longer considered actively working. With the exception of the following:

A. Medical Leave of Absence (whether work related or not)

Medical (includes Prescription Drug), dental, and vision – Coverage for you and your covered dependents continues while you're on an approved medical leave, provided you make the necessary contributions.

Life and AD&D– Coverage continues while you are on an approved medical leave.

Optional Life– Coverage for you and your covered dependents continues while you're on an approved medical leave, provided you make the necessary contributions.

STD and LTD – Coverage continues while you are disabled through the maximum date benefits can be paid. An employee who is denied workers' compensation would be eligible for short/long term disability provided they meet the eligibility requirements. If the employee appeals the workers' compensation decision and is later awarded benefits from workers' compensation, the short/long term disability claim would then be considered denied and any disability benefits issued would be deemed overpaid.

B. Family Medical Leave of Absence (FMLA)

Medical (includes Prescription Drug), Dental, and Vision – Coverage for you and your covered dependents continues for up to 12 weeks from the day your leave begins (applies to a 12-consecutive-month leave period), provided you

make the necessary contributions.

Life and AD&D– Coverage continues while you are on an approved FMLA.

Optional Life & AD&D– Coverage for you and your covered dependents continue while you're on an approved FMLA, provided you make the necessary contributions.

STD and LTD– Coverage ends on the day your leave begins.

C. Service in the Uniformed Services

Medical (includes Prescription Drug), Dental and Vision– Coverage for you and your covered dependents continues for up to 24 months from the day your uniformed service begins, provided you make the necessary contributions. Coverage ends on the day you fail to apply for or return to work (within the timeframe specified by law), or the day you fail to make any required contributions for coverage.

Life and AD&D– Coverage ends on the day of your uniformed service.

Optional Life & AD&D– Coverage for you and your covered dependents end at the end of the month covered by your last deduction in pay.

STD and LTD– Coverage ends on the day of your uniformed service.

#### D. Temporary Layoff

Medical (includes Prescription Drug), Dental and Vision– Coverage for you and your covered dependents continues when the Company places you on a temporary layoff, provided you make the necessary contributions.

Life and AD&D– Coverage for you continues when the Company places you on a temporary layoff.

Optional Life & AD&D– Coverage for you and your covered dependents continues when the Company places you on a temporary layoff, provided your employee life insurance is in effect and you make the necessary contributions.

STD and LTD– Coverage ends on the day of your temporary layoff.

#### E. Reinstatement of Coverage

When you return to work from a layoff or a leave, your medical, prescription drug, dental, and vision coverage in effect on your last day worked will become effective the first day of the month following the day you return to work. Your Life Insurance, AD&D, STD, and LTD coverage in effect on your last day worked will become effective on the day you return to work. Your optional and Dependent Life and AD&D coverage in effect on your last day worked will

become effective with the first payroll deduction.

### **Section 3. Benefit Education Meetings**

The Company will commit to scheduling benefit education sessions during the annual open enrollment period for the purpose of explaining the benefit options provided by the Company.

## **Article XIII UNION**

### **Section 1. Logo and Flag**

The Company agrees to display the UAW logo on the exterior of the building or elsewhere mutually agreed upon by the Company and Union; discussions on logo type and placement will be held with the Union within one (1) month of ratification of the contract.

If in the future flag poles are installed, the Company agrees to fly the UAW flag. The Union is responsible for providing a flag of a suitable size and maintaining its condition.

### **Section 2. New Hire Union Orientation**

The Union will be afforded up two (2) hours during new employee orientation to discuss with new employees the Union's role in the operation of the business. The Union will share with the Company those topics to be covered during orientation.

### **Section 3. Pay Committee**

The Company will excuse the Bargaining Committee for the workday and provide up to eight (8) hours pay for the sole purpose of negotiating the Collective Bargaining Agreement on the scheduled negotiation days. The Company may provide upon Union request additional paid time if there is a specific need for the bargaining team to meet to review or prepare bargaining proposals. Such requests will be made in writing to Human Resources and requests will be granted with consideration to operational needs.

### **Section 4. Vending Machines**

The Company agrees for the vending services and its administration to be handled by the Union. The vending contract must be reviewed with the Company for mutual agreement. Such contract cannot require administration or cost by the Company.

## **Article XIV MISCELLANEOUS**

### **Section 1. Communication and Information**

The Plant Manager, HR Manager and other members of management as deemed necessary will meet with the Bargaining Committee monthly on plant issues such as plant metrics. Additionally, in order to enhance communications with the Union regarding the use of temporaries, this topic will be added as a permanent agenda item. The Union and Company will provide agenda topics prior to the meeting indicating any other plant issues they wish to discuss.

### A. Bulletin Board

A single glass enclosed bulletin board, located in the main entrance way, with lock and key, will be provided to be used exclusively by the Union. The Union will not post any inappropriate postings. The Union will be responsible for removing outdated postings in a timely manner.

### B. Computer Access

The Company will provide a computer station in the cafeteria for the purpose of employees being able to access benefit information and make changes to their employee record. It is understood that inappropriate use of the computer is a violation of the Company's policy and may result in its removal, as well as disciplinary action.

## **Section 2: Employee Records**

Employees are responsible for notifying the Company's Human Resource Department of changes to personal information, including emergency contacts, addresses and current, active telephone numbers. The Company may rely on the address of record and telephone number provided for all purposes. They are also responsible for contacting the Company's benefit administrator for changes to marital status, dependents, insurance beneficiaries or other life changing events. Upon request, employees have a right to inspect their own personnel file and be provided a copy of his/her file.

The Company will offer union representation in all investigatory interviews. Copies of disciplinary action notices will be given to the Union upon request unless the employee has waived union representation. In these cases, copies of discipline relevant to a grievance



submitted to the Company will be provided to the Union upon request. This requirement does not restrict or prohibit the Union from requesting additional employee information, discipline or otherwise.

Employees will not be disciplined by the Company after five (5) employee working days unless the employee is given notice.

### **Section 3. Licensing**

The cost of any license required by a governmental agency shall be borne by the Company if it is a requirement of the job. This excludes a state issued driver's license.

## **Article XV**

### **MEMORANDUM – 4 DAY / 10 HOUR SCHEDULE**

In the event employees are on a four (4) day / ten (10) hour schedule the following will apply:

#### **Section 1. Breaks and Lunch**

Employees working a four (4) day / ten (10) hour work schedule, will be entitled to two (2) fifteen (15) minute breaks and one (10) ten minute break during each shift. On days where employees are required to work beyond eleven (11) hours, an additional five (5) minute break will be taken at the end of eleven (11) hours unless at the end of eleven (11) hours, the shift is over.

Employees working a four (4) day / ten (10) hour work schedule will be entitled a thirty (30) minute unpaid lunch break.

## **Section 2. Paid Time Off (PTO)**

For a four (4) ten (10) hour day work week, PTO may be taken in five (5) hour increments.

## **Section 3. Holidays**

### **Qualifications**

To qualify for holiday pay the employee must:

- Be a seniority employee
- Holiday pay eligibility is dependent on the employee working the last scheduled day before and the next scheduled day after the holiday unless the employee has pre-approved scheduled time off (e.g. PTO).
- If the holiday is during your regular scheduled work day, the employee will receive ten (10) hours holiday pay. If the holiday falls on a day that you are not scheduled to work you will receive eight (8) hours pay at straight time.

## **Section 4. Military Leave**

- Payment will be the difference between his/her military earnings (including all allowances except rations and travel) and (10) hours normal straight time.
- Payment under this provision shall be limited to a maximum of (8) scheduled working days in any calendar year.

## **Section 5. Jury Duty**

Employees who are summoned and in fact serve on a jury will be reimbursed for the difference between their regular straight time hourly rate and their jury duty pay for each hour, up to a maximum of ten (10) per day, not worked due to jury duty.

## **Section 6. Bereavement Pay**

Bereavement pay for employees working a four (4) day, ten (10) hour work week, will be paid ten (10) hours at their regular straight time rate.

## **Letter of Understanding-Transition**

The Company and the Union agree, if any unforeseeable issues arise as a result of the transition to a four (4) day / ten (10) hour work schedule, they will jointly meet to discuss and resolve issues. It's understood that neither side should reap an unexpected reward simply because of this change in work hours.

October 14, 2020

Letter of Understanding

Subject: 2020 Highland Park Launch Activities

During the 2020 Local Negotiations, the Union and the Company understand the need to have a Launch Core Team identified for the Highland Park 2021 Product Launch. The agreement below is an extension of page 22; first paragraph regarding; period related to launch.

**Launch Core Team Overview:**

This premium temporary role is responsible for learning the new procedures associated with the launch of a new program and will play an integral role in the successful launch of a new program. They will provide input to shape the new processes to best suit high-volume manufacturing. This role will complete all pre-production builds before the SOP including Run Rate demonstration. LCTMs will learn and then teach the rest of the Operations team in preparation for SOP and will continue to support past SOP. LCTMs are expected to work across all commodities and across all areas of the plant. The role will focus on providing a safe environment, set an example, and train all employees to have ownership in the new launch processes.

LCTMs will participate in set-up and validation of all new equipment and processes including: 1) Material and 5S layout, 2) Equipment layout, 3) Process flow and MES interaction with processes 4) Packaging of material presented at stations. The role will also require travel,

overtime, and the ability to work an off-shift as needed to support the launch activities. LCTMs will assist in developing ODSs and JSAs and ensure quality parts are sent to customers.

Incumbents of the Launch Core Teams' pay will be \$1.50 per hour above their base rate while performing the LCTM duties.

Qualifications for a Seniority Employee to qualify are as Follows:

- ✓ High School Diploma/GED Required
- ✓ Must be willing to work a flexible work schedule  
AND learn all commodities
- ✓ Overtime and travel is required

Members who are placed in a corrective action step or have documented performance issues while performing premium pay duties will be disqualified from the role.

LOU  
Listening Devices

October 14, 2020

Letter of Understanding

Subject – Use of Temporary Workforce

During the 2020 Local Negotiations, parties discussed the utilization of temporary workers. Management will continue to not utilize temporary workers during opportunities for weekly overtime when there is a qualified permanent employees who can work the overtime.

Additionally, Management agrees temporary workforce will not be utilized in positions which are filled through the job bidding process unless there are no bid responses to the job bid and/or no qualified bidders.

Management agrees to limit the use of temporaries to 90 days except in unusual circumstances that will be discussed with the Union in advance.

LETTER OF UNDERSTANDING

Updated October 15, 2020

JCI Highland Park Plant  
12775 Oakland Park Blvd.  
Highland Park, MI 48203

Dated: January 13, 2013

Dear Mr. Johnny Verellen:

Subject: Rest Periods

During the course of the 2012 Local Negotiations, the parties discussed the importance of employee paid breaks. Management will continue to schedule breaks and ensure all employees are afforded the opportunity to take all paid breaks within the shift worked.

Lisa Montgomery  
Human Resources Manager  
JCI Highland Park Plant



Weekly Employee Contributions

As a result of 2020 Contract Negotiations, 2021 Weekly Employee Contribution for Basic and Premium PPO Plans will be maintained at 2020 contribution levels.

Plan	Employee	Employee + Spouse	Employee + Child(ren)	Family
<b>Medical</b>				
Highland Park HSA	\$4.00	\$8.00	\$7.00	\$12.00
Highland Park Basic PPO	\$4.69	\$8.79	\$8.79	\$14.65
Highland Park Premium PPO	\$27.06	\$54.12	\$75.41	\$110.53
<b>Dental</b>				
Dental Plan	\$2.02	\$4.84	\$6.46	\$9.28
<b>Vision</b>				
Vision Plan	\$0.82	\$1.36	\$2.04	\$2.58





2021 Benefit Summary  
Highland Park Hourly Union

Medical and Prescription Drug (Rx)

Plan Administrator	Highland Park HSA Plan	Blue Cross Blue Shield of IL	Highland Park Basic PPO *	Highland Park Premium PPO **
<b>Medical Plan</b>	Your deductible, is the amount of covered expenses YOU must pay per calendar year before the plan starts to pay a portion of the covered services.			
<b>Deductible</b>	In-network Individual \$2,500 Family \$5,000	Out-of-network Individual \$1,500 Family \$10,000	In-network Individual \$3,000 Family \$3,000	Out-of-network Individual \$250 Family \$500
<b>Your Annual Maximum Out-Of-Pocket Amount (includes deductible)</b>	this is the highest amount you must pay each calendar year for medical services. Once this amount is met the plan pays 100% of remaining expenses based on whom you cover.			
<b>Annual Out-Of-Pocket Maximum</b>	In-network Individual \$7,000	Out-of-network No Limit	In-network \$3,000	Out-of-network \$3,000
<b>Plan Coinsurance, this is the percentage YOU will pay for covered services</b>	immediately, with <u>no deductible requirement</u> .			
<b>Preventive Services</b>	0%	No coverage	No Coverage	0%
<b>Plan Coinsurance, this is the percentage YOU will pay for covered services</b>	after the deductible requirement is satisfied.			
- Plan coinsurance - Primary Care Doctor office visit - Specialist office visit - Emergency Room (copay waived if admitted)	20%	20% \$20 copay \$30 copay \$100 copay	35% 35% 35%	20% \$20 copay \$30 copay \$100 copay

Plan Administrator	Highland Park HSA Plan	BCBS IL administered by Prime Therapeutics		Highland Park Premium PPO **
<b>Prescription Drug Plans</b>	Highland Park HSA Plan	Highland Park Basic PPO *		Highland Park Premium PPO **
<b>Annual out-of-pocket max</b>	Both Medical and Rx costs will apply toward your deductible and OOP max	N/A		\$5,000 individual / \$10,000 family
<b>Retail (30-day supply)</b>		In-Network	Out-of-Network	In-Network Out-of-Network
• Generic • Preferred Brand • Non-Preferred Brand	20% after deductible	20% of cost: \$10 min / \$20 max copay 20% of cost: \$18 min / \$36 max copay 20% of cost: \$40 min / \$80 max copay	20% of network drug cost 20% of network drug cost 20% of network drug cost	\$10 copay \$20 copay \$40 copay
<b>Home Delivery (90-day supply)</b>	20% after deductible	20% of cost: \$20 min / \$40 max copay 20% of cost: \$45 min / \$90 max copay 20% of cost: \$92 min / \$150 max copay		\$25 copay \$50 copay \$100 copay
• Generic • Preferred Brand • Non-Preferred Brand				

\*\* Base PPO is grandfathered from Health Care Reform. ACA regs not applicable.  
\*The Highland Park Premium PPO is frozen to new entrants. If you enroll in the Highland Park Premium PPO Plan during 2021 annual enrollment, you may keep it for the remainder of the current labor agreement so long as you stay actively employed and enrolled in the plan.  
New Hires after November 1, 2020 will not be eligible to enroll in the plan.



## 2021 Benefit Summary Highland Park Hourly Union

### Spending Accounts – ProBenefits is the carrier

#### **Health Savings Account (HSA) –**

- Eligible to participate in the HSA, if enrolled in the HSA medical plan
- Eligible to contribute pre-tax dollars to an HSA account to assist with the plan deductible, co-insurance and other eligible expenses.
- Contribute up to annual maximum; \$3,600 for individual and \$7,200 for family
- Additional catch-up contribution allowed for age 55 or older of \$1,000 annually

#### **Limited Purpose Health Care Spending Account (LPFSA) -**

If you enroll in the new HSA medical plan, you are eligible to enroll in the LPFSA. The LPFSA allows you to set aside tax-free dollars to pay for dental and vision expenses. In addition, after you have met your medical deductible, the LPFSA may be used towards eligible medical expenses. You choose your annual contribution up to a maximum of **\$2,750**, and it will be divided equally among each pay period.

#### **General Purpose Health Care Spending Account (FSA) -**

If you enroll in a PPO medical plan, you are eligible to enroll in the general-purpose FSA. The FSA allows you to pay for many health care expenses not covered by medical, dental or vision plans with pre-tax dollars. You choose your annual contribution up to a maximum of **\$2,750**, and it will be divided equally among each pay period.

**Dependent Care FSA** - allows you to set aside pre-tax dollars from each paycheck for child or elder care. You choose your annual contribution up to a maximum of **\$5,000**, and it will be divided equally among each pay period.

### **Tobacco User Surcharge - Effective 1/1/2022**

During the life of the agreement, if you, and your spouse are enrolled in a YFAI medical plan you will be subject to an annual tobacco surcharge.

**IMPORTANT** - All employee must complete the online tobacco attestation during Annual Enrollment.

**Option 1** - No, you are not a tobacco user, or

**Option 2** - Yes, you are a tobacco user and accept the weekly surcharge that will begin in January, or

**Option 3** - Yes, you are a tobacco user, and to avoid the surcharge you will sign-up for the tobacco coaching program and complete 5 calls between January 1st and June 30th.

#### **Tobacco Surcharge Amount**

- Employee - \$600 annual Surcharge / **\$11.54 weekly**
- Spouse - \$600 annual Surcharge / **\$11.54 weekly**

• To avoid the surcharge (if you have not been tobacco-free), you must enroll in the Blue Cross Tobacco Coaching program and complete five coaching sessions. One call per week, beginning in January and complete by June 30 deadline.

• Your Tobacco-User Surcharge attestation expires each year. You must complete a Tobacco-User Surcharge attestation during annual enrollment.

• Failure to complete the tobacco attestation will result in the tobacco surcharge automatically being applied. Making a false election could result in loss of elected benefit(s) or in disciplinary action.



## 2021 Benefit Summary Highland Park Hourly Union

### Disability - MetLife is the insurance carrier for disability

**Short Term Disability Plan** – 60% of the first \$1,666.70 of your pre-disability earnings. Max \$1,000 per week. Max duration 12 weeks. This is a company provided benefit at no cost to the employee.

**Long Term Disability Plan** – 60% of the first \$8,333 of pre-disability earnings. Max \$5,000 per month. This is a company provided benefit at no cost to the employee.

### Life Insurance Benefits - MetLife is the insurance carrier for life insurance.

**Basic Life Insurance - \$30,000.** This is a company provided benefit at no cost to the employee.

#### **Optional Life and AD&D Insurance – Employee Only**

You may elect to purchase Optional Life coverage of 5, 1, 2, 3, 4, or 4.5 times annual base pay in addition to the Basic Life coverage provided by the company. You pay for this additional coverage through pre-tax payroll deductions. Your cost is based on the amount of coverage you elect and your age.

**Dependent Life Insurance** – Elections are paid 100% by the employee.

Spouse elections: \$10,000, \$20,000, \$50,000 or \$100,000  
Child (ren): \$10,000

**Employee and Dependent AD&D Insurance** – Elections are paid 100% by the employee.

\$25,000, \$50,000, \$100,000, \$150,000, \$200,000 or \$300,000

#### **Designation of benefit:**

Employee Only = Employee: 100%  
Employee + Spouse = Employee: 100%; Spouse: 60%  
Employee + Child(ren) = Employee: 100%; Child(ren): 15%  
Employee + Spouse and Child(ren) = Employee: 100%; Spouse: 50%; Child(ren): 10%

### Employee Assistance Program (EAP) – Magellan is the carrier for this benefit.

This is a company provided benefit at no cost to the employee. The program provides confidential assessments, information, and planning for situations ranging from everyday issues to crisis counseling.

### Retirement 401(k) Plan

- Pre-tax employee contributions: 1%-25% of pay
- Refer to your Union Contract book for employer contribution amounts
- Variety of investment funds
- Loans and hardship withdrawals are available



**2021 Benefit Summary**  
**Highland Park Hourly Union**

Dental

<b>MetLife Dental Plan</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Annual Deductible</b> <ul style="list-style-type: none"> <li>▪ Employee</li> <li>▪ Family</li> </ul>	\$0 \$0	\$50 \$100
<b>Preventative</b> (Oral Exams, Cleanings, X-rays)	0%	20% after deductible
<b>Basic</b> (Fillings, Oral Surgery, Root Canals)	20%	40% after deductible and any amount over UCR
<b>Major</b> (Crowns, Dentures, Inlays, Onlays)	50%	40% after deductible and any amount over UCR
Annual Benefit	\$1,000	\$750
Orthodontia	50%, no deductible	50%, no deductible and any amount over UCR
Orthodontia Lifetime maximum	\$1,000	\$750

Vision

<b>Heritage Vision Plan</b>	<b>In-Network</b>	<b>Out of Network</b>
<b>Exams</b>	\$0 deductible/co-pay Once every 24 months from last date of service	No Coverage
<b>Lenses</b>	\$0 deductible/co-pay Once every 24 months from last date of service	No Coverage
<b>Frames</b>	\$50 Retail Allowance Member pays retail frame expenses over \$50, less 20% preferred pricing discount on the balance over \$50	No Coverage
<b>Contacts Lenses</b> ( <i>instead of glasses</i> )	\$75 Allowance Once every 24 months from last date of service	No Coverage

Note: Medical, prescription drug, dental & vision coverage becomes effective 90 days after date of hire.



**2021 Benefit Summary**  
Highland Park Hourly Union

Carrier	Benefit Plan or Program Name	Website Address	Customer Service
Yanfeng Benefits Service Center	<ul style="list-style-type: none"> <li>Enrollment / Eligibility / Call Center / COBRA</li> </ul>	<a href="http://www.YFABenefits.com">www.YFABenefits.com</a>	877-926-3364
BCBS Illinois	<ul style="list-style-type: none"> <li>Medical Plan</li> <li>Prescription drug plan</li> <li>Nurse line</li> <li>MD Live (telemedicine)</li> <li>Tobacco Cessation Coaching</li> </ul>	<a href="http://www.bcbsil.com">www.bcbsil.com</a>	888-907-7869
Livongo	<ul style="list-style-type: none"> <li>Diabetes management</li> <li>High Blood pressure management</li> </ul>	<a href="http://get.livongo.com/YANFENG/hi">get.livongo.com/YANFENG/hi</a>	800 945-4355
ProBenefits	<ul style="list-style-type: none"> <li>FSA Spending Accounts</li> <li>HSA</li> </ul>	<a href="http://www.probenefits.com">www.probenefits.com</a>	888-722-8382
MetLife	<ul style="list-style-type: none"> <li>Dental Plan</li> <li>Life Insurance</li> <li>Short-term and Long-term disability</li> <li>FMLA</li> </ul>	<a href="http://www.metlife.com/mybenefits">www.metlife.com/mybenefits</a>	800-GET-MET8
Vision Service Plan (VSP)	<ul style="list-style-type: none"> <li>Vision plan</li> </ul>	<a href="http://www.vsp.com">www.vsp.com</a>	800-877-7195
Magellan	<ul style="list-style-type: none"> <li>Employee Assistance Program (EAP)</li> </ul>	<a href="http://www.magellanascend.com">www.magellanascend.com</a>	800-327-1393
Fidelity	<ul style="list-style-type: none"> <li>401(k)</li> </ul>	<a href="http://www.401k.com">www.401k.com</a>	800-835-5095

**NOTE:** This summary is intended to provide an overview of certain Yanfeng plans and programs in which you may be eligible to participate. It is not an official summary plan description and it is not intended to provide full details. In the event of a discrepancy between the provisions of the SPD and the official plan documents (including any applicable insurance policies), the terms of the official plan documents will control.

# INDEX

	Page #
Agreement.....	4
Bargaining Unit Work .....	8
Benefits – Health & Welfare.....	55
Classifications.....	9
Communication and Information.....	62
Conflict of Laws.....	4
Continuity of Operations .....	13
Drugs and Alcohol.....	25
Emergency Relief.....	27
Employee Records.....	63
Grievances/Dispute Resolution.....	17
Grievance Reinstatement.....	20
Holidays.....	50
Hours of Work.....	40
Jobs.....	31
Layoff and Recall.....	34
Layoff Check-in Procedure.....	35
Leaves of Absence.....	46
Licensing.....	64
Management Rights.....	12
Medical.....	24
Overtime.....	52
Paid Time Off (PTO).....	43
Payroll.....	41
Recognition.....	5
Relocation of Work.....	36
Representation.....	14
Rest Periods.....	42
Safety.....	21
Seniority.....	27
Shift Preference.....	30

Smoking Area.....	24
Standards of Employee Conduct.....	12
Statement of Non-Discrimination.....	5
Successorship.....	5
Team Leaders.....	10
Temporary Employees.....	10
Transfer Out of the Bargaining Unit.....	37
Transfer to Higher Paid Jobs.....	40
Union.....	61
Vending Machines.....	62
Wages.....	37
Work Effort.....	11
Memorandum.....	64
Letter of Understanding.....	66







