

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

BAY/MPS LOGISTICS

AND

UAW LOCAL 2280

**DECEMBER 2, 2024 THROUGH
DECEMBER 1, 2028**

Table of Contents

AGREEMENT	4
ARTICLE I.....	4
RECOGNITION	4
ARTICLE II	5
INTENT AND PURPOSE	5
ARTICLE III.....	5
UNION MEMBERSHIP AND DUES	5
ARTICLE IV	6
NO DISCRIMINATION	6
ARTICLE V.....	7
MANAGEMENT RIGHTS.....	7
ARTICLE VI.....	7
SENIORITY	7
LOSS OF SENIORITY	8
SENIORITY OF EMPLOYEE TRANSFERRED.....	9
ARTICLE VII	9
TRANSFERS AND PROMOTIONS	9
ARTICLE VIII.....	9
LAYOFF AND RECALL.....	9
ARTICLE IX.....	10
SHIFT PREFERENCE	10
ARTICLE X.....	11
REPRESENTATION	11
ARTICLE XI.....	11
GRIEVANCE PROCEDURE.....	11
ARTICLE XII	13
ARBITRATION.....	13
ARTICLE XIII.....	15
DISCHARGE AND DISCIPLINE	15
ARTICLE XIV	16
RATES OF PAY.....	16
ARTICLE XV.....	16
RATES FOR NEW JOBS	16
ARTICLE XVI	17
HEALTH CARE	17
ARTICLE XVII.....	17
HEALTH & SAFETY	17
ARTICLE XVIII.....	18
HOURLY AND PREMIUM PAY	18
ARTICLE XIX.....	19
JURY DUTY PAY	19
ARTICLE XX.....	20
BEREAVEMENT PAY	20
ARTICLE XXI.....	20

HOLIDAY PAY	20
ARTICLE XXII.....	21
CALL IN AND CALL BACK PAY.....	21
ARTICLE XXIII	21
CONTRACT BOOKLET.....	21
ARTICLE XXIV	22
INJURIES & ILLNESS.....	22
ARTICLE XXV	22
NO STRIKE, STOPPAGES, SLOWDOWNS OR LOCKOUTS	22
ARTICLE XXVI	22
LEAVES OF ABSENCE	22
ARTICLE XXVII.....	24
PAID TIME OFF (PTO)	24
ARTICLE XXVIII	25
BULLETIN BOARDS	25
ARTICLE XXIX	26
MISCELLANEOUS	26
ARTICLE XXX.....	27
TERMINATION OF AGREEMENT	27
EXHIBIT A.....	28
BONUSES.....	28
EXHIBIT B.....	28
GEOGRAPHICAL ASSIGNMENT	28
EXHIBIT C.....	29
LETTER OF INTENT	29
EXHIBIT D.....	29
NEW MARKETS.....	29
EXHIBIT E.....	29
FILL-IN JOB.....	29
EXHIBIT F	30
NO-FAULT ATTENDANCE POLICY	30
EXHIBIT G	30
OVERTIME SCHEDULING FOR CALL OFFS AND ABSENCES	30
TEMPORARY EMPLOYEES	31

AGREEMENT

This Agreement is made and entered into this 2nd day of December 2024, by and between Bay/MPS Logistics, (Hereinafter referred to as the “Company”), and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, (UAW), and its Local 2280 (hereinafter referred to as the “Union”).

WITNESSETH THAT:

WEHREAS, on December 2nd, 2024, the Union was recognized by the Company as the collective bargaining representative of all production and maintenance employees of the Company.

WHEREAS: The Company and the Union have engaged in collective bargaining as a result of which agreement has been reached as follows:

If any provision of this agreement is declared invalid by a court of competent jurisdiction, the validity of the remainder of the Agreement shall not be affected thereby, this Agreement is subject to all applicable Federal and State Laws and any rule and regulations issued pursuant thereto.

ARTICLE I RECOGNITION

SECTION 1. The Company recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and it’s Local No. 2280 (Ford Van Dyke Plant) as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment, in accordance with the terms of the Agreement for “all production and maintenance employees employed by the employer at the Van Dyke Plant, excluding all office, clerical and professional employees, guards and supervisors as defined in the NLRA”.

SECTION 2. The Company agrees to reopen the contract regarding rates of pay for employees hired to perform jobs other than those jobs pertaining to the sort, rework and inspection and those jobs which the Company may be currently performing.

ARTICLE II

INTENT AND PURPOSE

SECTION 1. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve harmonious industrial and economic relationships between the Company, Union and the “employees” (as defined in Article II, Section 2) employed by the Company, and to set forth herein the basic Agreement covering rates of pay, wages, hours or employment and other conditions of employment to be observed between the parties hereto.

SECTION 2. The term “employee” on this Agreement means all inspectors/sorters employed by the Employer, excluding office, clerical and professional employees, guards and supervisors defined in the Act.

ARTICLE III

UNION MEMBERSHIP AND DUES

SECTION 1. Employees covered by this Agreement at the time it becomes effective shall, as a condition of continued employment, on the thirtieth (30th) day following such effective date maintain their membership in the Union to the extent of tendering their periodic dues and initiation fees uniformly required as a condition of acquiring or retaining Union membership. Employees hired after the effective date of this Agreement and covered by this Agreement, shall, as a condition of employment, could become members of the Union, as provided above, on the thirtieth (30th) day following employment.

SECTION 2. Before any termination of employment pursuant to this Article becomes effective, the employee involved shall first be given notice in writing by the Union to pay his/her delinquent dues or initiation fees; the Union shall notify the Company of the delinquency in writing. If such dues or initiation fees are not paid within two (2) working days from receipt of said notification by the Company, his/her dismissal hereunder shall not be required.

SECTION 3. For the period of this Agreement, an employee may have deducted from his/her pay, the amount of his/her periodic dues and initiation fees, which are uniformly required as a condition of retaining Union membership by executing a written order to do so on a form agreeable to the parties. During the term of this Agreement, the Company agrees to make such dues deduction. Authorization cards have to be received by the Company by the first (1st) of the month from which such dues are to be deducted. If not deducted on the second pay period of a month, the deduction may be made from earnings payable in a subsequent period.

SECTION 4. Such dues shall be remitted each month by the Company to the Financial Secretary of UAW Local 2280 at 45116 Cass Avenue, Utica, MI 48317 as soon as practicable, but in no event later than the twenty-fifth (25th) day of each month. The Company shall attach to each remittance to the Union the names of the employees for whom such dues deductions have been made and the amount.

SECTION 5. The Union accepts full responsibility for the authenticity of each authorization and shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Company under the terms of this section.

SECTION 6. CHECK-OFF CONTRIBUTIONS TO UAW V-CAP

During the life of this Agreement, the Company agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the following Authorization for Assignment and Check-Off of contributions to UAW V-CAP form, provided further, however, that the Company will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Check-Off of Contributions of UAW V-CAP" form. *Deductions shall be made only in accordance with the provision of and in the amounts designated in said "Authorization for Assignment and Check-Off of Voluntary Contributions of UAW V-CAP form, together with the provisions of this section of the Agreement.* A properly executed copy of the "Authorization for Assignment and Check-Off of Voluntary Contributions of UAW V-CAP" form for such employee, for whom voluntary contributions to UAW V-CAP are to be deducted here under, except as to employees whose authorizations have been heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Check-Off of Voluntary Contribution of UAW V-CAP" forms have been properly executed and are in effect.

The Company agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Company further agrees to furnish UAW V-CAP with the names and addresses of those employees for whom deductions shall be furnished along with each remittance. *The Company will explain the check-off arrangements between the Company and the Union at the time of hiring new employees and afford them the opportunity to sign the authorization forms in the Employment Office.*

ARTICLE IV

NO DISCRIMINATION

SECTION 1. There shall be no discrimination, interference, intimidation, restraint or coercion by the Company or the Union against any employee because of membership or activity in the Union.

SECTION 2. Neither the Company nor the Union shall discriminate against any employee because of age, sex, race, color, religion or national origin. The Company and the Union shall not discriminate against veterans of the Vietnam era, nor shall either party discriminate against disabled veterans or persons with physical or mental handicaps with respect to the work they are qualified to do.

SECTION 3. The use of masculine gender in the Agreement, such as "he", "his", or "him", shall be deemed to include the feminine gender, such as "she", "hers", or "her", unless in the context of the provision concerned, the feminine gender is clearly inappropriate.

ARTICLE V MANAGEMENT RIGHTS

Except as specifically limited by this Agreement, the management of the Company, and the direction of the working forces, including but not limited to the products to be manufactured, the establishment of fair standards, the schedules and hours of shifts, the methods, processes, and means of manufacturing, the services, processes and materials to be purchased, the right to hire, promote, demote and transfer employees, maintain discipline and efficiency of employees, are the sole and exclusive rights and responsibilities of the Company. The Company will continue to have choice in the decision to hire, train, and deploy full time managers. *The Company has the right to establish reasonable plant rules. In the Company's establishment and administration of plant rules, the Union reserves the right to contest, through the grievance procedure, the unreasonableness of any rule and the unreasonableness of their enforcement.*

ARTICLE VI SENIORITY

DEFINITIONS:

SECTION 1. The term "Seniority" as used in this Agreement shall mean the length of continuous services with the Company of each employee since his/her latest hiring date.

SECTION 2. A new employee shall be considered as a probationary employee until such employee has worked for a period of 250 hours, an employee shall become a regular employee, his/her name shall be placed upon the seniority list hereinafter provided for and his/her seniority shall date from date of hire.

SECTION 3. Those employees hired at Bay/MPS Logistics will retain their present seniority as it appears on the current seniority list upon this labor agreement. Employees hired at Bay/MPS Logistics after the effective date of this Labor Agreement shall have their seniority determined as follows:

- A. All hourly employees shall have their seniority determined by their date of hire and will be placed on the seniority list accordingly.
- B. In a case where two or more employees have a common seniority date, seniority will be determined alphabetically on the basis of the employee's last names, the employee whose name appears first on the alphabetical listing having the greater seniority.
- C. In a case where two or more employees have a common seniority date with the same last name, seniority will be established alphabetically using the first name and then the middle name.
- D. When placing an employee hired through a temporary agency on the seniority list, their date of hire will be their date of Bay/MPS Logistics employment.

SECTION 4. Not later than ten (10) days after the execution of this agreement, a list of all employees showing seniority date and job classification will be posted in the plant and two

(2) copies sent to the Local Union. A revised list will be posted and two (2) copies sent to the Local Union every thirty (30) days thereafter.

SECTION 5. Once a month, the Company will supply a written copy to the Shop Chair of the bargaining unit information on employees of the bargaining unit who:

- A. Started – indicating new hires, reinstatements and bargaining reclassifications.
- B. Separated – quits, layoffs, retirees, discharges and deaths.
- C. Went on leave of absence or returned from leave of absence during the month.
- D. Have transferred into or out of the bargaining unit. These lists will include seniority dates and effective date.

SECTION 6. Junior seniority employees can be used for a special training/sort for up to five (5) days.

LOSS OF SENIORITY

SECTION 1. An employee's seniority shall be terminated for the following reason:

- A. If the employee quits;
- B. If the employee is discharged and not reinstated;
- C. If the employee is absent for five (5) consecutive scheduled work days (excluding Holidays) without notifying the Company, except in case of unavoidable casualty which renders him/her unable to communicate;
- D. Employees that are "on call" and fail to report to work pursuant to a Company request on three (3) occasions within a six (6) month period without a reasonable cause;
- E. If the employee notifies the Company of his/her absence but is absent without leave for five (5) consecutive scheduled days (excluding Holidays) without reasonable excuse;
- F. If the employee on layoff or medical leave fails to report to work within five (5) consecutive scheduled days (excluding Holidays) after a receipt of notice to report, unless within such five (5) days he notifies the Company of a reasonable excuse for not returning within such five (5) days. Receipt of notice will be considered to be the first date of attempted delivery;
- G. If an employee on leave of absence fails to report to work at the expiration of such leave of absence, except in case of emergence or unavoidable casualty;
- H. If an employee is on continuous layoff or because of disability, due to sickness or injury, which extends beyond appropriate limitations set for elsewhere in the Agreement;
- I. If an employee has accepted employment from some other employer or has engaged in business on his own account while on disability or personal leave of absence from the Company.

The Company will be entitled to rely upon the last address of an employee as shown in the Company's records. Employees shall notify the Company promptly of any change of address and accept a receipt thereof. In case of a dispute regarding such change of address notice, the employee must produce his/her receipt of notice of change of address. Failure to produce such receipt will result in no financial obligations on the part of the Company for any loss of wages to the employee.

SENIORITY OF EMPLOYEE TRANSFERRED OUT OF BARGAINING UNIT:

SECTION 1. An employee who is transferred or promoted to a position outside of the bargaining unit will maintain his/her seniority for six (6) calendar months. Should the employee transfer back after a time period greater than six (6) calendar months, the employee will obtain a new seniority date.

SECTION 2. An employee transferred back to the bargaining unit pursuant to Section 1 above will be placed in the low seniority full-time position.

ARTICLE VII TRANSFERS AND PROMOTIONS

PROMOTIONS:

SECTION 1. Promotions to higher paid jobs will be based on the following:

A. The first consideration will be seniority;

B. The second consideration will be the ability to do the work provided they have merit and a good work record.

SECTION 2. Whenever an employee seeks to assert his rights under the above paragraph and dispute arises concerning his ability to do the work, it will be finally determined by the Company and the Union through the regular grievance procedure.

SECTION 3. In no instance will a junior employee be promoted, or a new employee hired, with equal or less ability than a senior employee who desires the promotion in question.

SECTION 4. In the event that no bargaining unit employee desires the job or does not possess the ability for the job, the Company may fill the job by other means, provided that the qualifications required are the same qualifications required of bargaining unit employees. If the company chooses to have a leader because of its unique responsibilities, the job will be posted and if no one applies, a full time employee shall be assigned at management's discretion. If the company chooses to have a leader, the leader will be paid \$1.00 per hour above their regular rate for a maximum of \$17.25 per hour.

SECTION 5. Job promotions will be posted for three (3) days in the employee crib.

ARTICLE VIII LAYOFF AND RECALL

SECTION 1. Low seniority employees will be laid off first.

SECTION 2. The Company can put employees on "on-call" status to work regardless of seniority for up to five (5) working days., being understood that employees were called in order of seniority, verified by a phone log. At the conclusion of the five (5) days, the most senior employee will be recalled to replace the most junior seniority employee.

SECTION 3. On the sixth (6th) day of on-call status, employee reverts to laid-off status.

SECTION 4. Seniority employees who are laid off due to lack of work shall retain seniority for recall purposes for one (1) full year, or the length of employment if greater than one (1) year.

SECTION 5. The **Shop Chair** and **Steward** shall not be considered as being top of the seniority list for temporary layoff (TLO), but will be considered on the top of the seniority list for an indefinite layoff (ILO). The committee member shall not be subject to displacement under the shift preference language. The Unit Chairperson will be supplied with the names of all seniority employees being laid off at the time of such layoff. On a monthly basis, the Company will supply a full seniority list of all members at each location to the Shop Chair.

SECTION 6. Before any new employee is hired, all laid off seniority employees shall be recalled in accordance with their seniority.

SECTION 7. The Company will call laid off employees for three (3) consecutive days, after which a recall notice will be mailed. All recall notices to laid off employees will be sent by registered mail return receipts requested. Receipts of notice will be considered to be the first date of attempted delivery. An employee recalled to work from layoff must report within five (5) working dates or he/she will lose seniority.

SECTION 8. When an employee is recalled to work pursuant to this section, the area Committeeperson and Local 2280 shall be given advance notice of such recall.

SECTION 9. When an employee seeks to assert his/her right under this Article and a dispute arises concerning his/her capabilities, it will be finally determined by the Company and Union through the regular grievance procedure.

ARTICLE IX

SHIFT PREFERENCE

SECTION 1. Each seniority employee will be permitted two (2) bumps anytime during the calendar year, January 1 through December 31. The low seniority employee who is affected on the preferred shift will replace the seniority employee requesting the shift change. The change will take place within one (1) week of the date when the bump was requested. The change can be made sooner if all parties agree. Consistent with the efficient operation, shift change requests will be reviewed on a weekly basis. Shift preference forms to be supplied by the Company.

SECTION 2. When it is necessary to assign an employee to an off shift, seniority will be honored and he/she will be advised by his/her supervisor a week in advance that his/her services will be required on that shift.

SECTION 3. Employees may request a temporary shift preference change on an occasional basis and may be granted the shift preference change if the request allows for a consistent and efficient operation of business.

ARTICLE X REPRESENTATION

SECTION 1. Employees may elect one (1) steward per shift for up to the first fifty (50) employees and one (1) steward for each fifty (50) additional employees, and for the purpose of when a steward is absent, one (1) alternate steward for up to the first fifty (50) employees and one (1) alternate steward for each additional fifty (50) employees. One (1) of the stewards will be designated as the Unit Chairperson. The Union will notify the Company in writing of the names of the stewards and alternate stewards.

SECTION 2. The stewards and the alternate stewards have regular work to perform and will not abuse the privilege of leaving their work areas to confer with an employee, the Company, or a Union Representative about a grievance or a potential grievance on Employer-paid time. The steward, or if the steward is absent, the alternate steward, must obtain the permission of their immediate supervisor before leaving the work area to confer with an employee, the Company or a Union Representative about a grievance or potential grievance. The Company will not unreasonably deny permission. The steward or an alternate steward has the right to attend grievance meetings involving the Company and the Union. The steward and the alternate steward will not engage in any other Union activities, other than those involving a grievance, potential grievance, or the administration of this Agreement during their working hours.

SECTION 3. No other employee shall stop working or leave their work area for any reason related to a grievance or potential grievance or the administration of this Agreement or to conduct any other Union business, except as permitted by the Company. The Company will not unreasonably deny permission. The steward shall be given up to eight (8) hours a week to perform Union related business.

SECTION 4. The Union shall notify the Company, in writing, the names of the Union representatives, as well as Alternates, when assigned. When changes occur, the Union shall notify prior to such persons starting their duties. The Company shall notify the Union of the names of the supervisors and their departments and of any changes in either.

SECTION 5. When situations arise which necessitate the release of employees from work, for partial days or for placing employees on special leave of absence for a full day, for the purpose of conducting Union business, the Union shall request such time off, without pay to the Human Resource Manager. Approval will be given if such absence(s) does not disrupt or otherwise adversely affect efficiency and orderly operations. In case advance notice cannot be given, a request will be given as soon as possible.

ARTICLE XI GRIEVANCE PROCEDURE

A dispute, as to the application of specific provisions of this Agreement, to a particular factual situation involving an employee shall be a grievance within the meaning of the Agreement.

SECTION 1. It is recognized that a grievance shall not be considered to exist until a complaint has been made by an employee, and had been rejected, and not satisfactorily settled by the employee's immediate supervisor. Grievances may be filed and processed through the procedure outlined herein.

STEP ONE: In the event any employee, or group of employees, considers that he/she, or they have a grievance, the same may be presented by such employee; or in the case of a group of employees, a representative of such group, verbally to the Manager, it being agreed that at the employee or employee's request, his/her or their area committee person be present. An effort to adjust the grievance shall be made by the Manager, the aggrieved employee, and if the employee makes the request, the area committeeperson for that district. In the event an employee makes a request that his/her area committeeperson be present pursuant to this step of the grievance procedure, the appropriate committeeperson will be promptly notified. If a replacement is required on the committeeperson's job, the committeeperson will not leave his/her job until the replacement is supplied unless more than sixty (60) minutes have elapsed or as soon as possible. In which case he/she will be free to leave without replacement.

STEP TWO: In the event the complaint or grievance is not resolved in Step One of the procedure, the grievance shall be presented in writing, on a standard grievance form provided by the Company, to the Manager by the area committeeperson within the district within seven (7) working days after the occurrence of the event, out of which the grievance arose, exclusive of Saturdays, Sundays and Holidays. The Manager shall give his/her answer to the grievance in writing, within three (3) working days, exclusive of Saturdays, Sundays and Holidays, to the committeeperson unless the time limit is extended by mutual agreement.

STEP THREE: If such grievance is not satisfactorily adjusted by the Manager, pursuant to Step Two of the procedure, the grievance may be appealed within three (3) working days, after the day upon which the answer in Step Two is received, exclusive of Saturdays, Sundays and Holidays, to the Human Resources Manager by the Shop Chair. The Human Resources Manager shall give answer to the grievance, to the Shop Chair in writing within three (3) working days, exclusive of Saturdays, Sundays and Holidays, unless the time is extended by mutual agreement.

STEP FOUR: If such grievance is not satisfactorily adjusted by the Human Resources Manager, pursuant to Step Three of the procedure, it may be appealed by the Shop Chair to the General Manager within five (5) working days, after the day upon which the answer in Step Three is received, exclusive of Saturdays, Sundays and Holidays. A meeting will be held between the General Manager and/or such other Representative of Management he/she shall designate and the

Shop Chair and the Grievance Committee. The meeting referred to in this step shall be held within thirty (30) days after receipt by the Company at the Union's request for such meeting unless the limit is extended by mutual agreement. The Company will give its reply in writing to the Union within five (5) working days from the date of the Step Four Meeting, exclusive of Saturdays, Sundays and Holidays.

SECTION 2. The Regional Director or his designated representative, shall have the power to settle or withdraw on behalf of the Union, any case or cases appealed to his level of the procedure that in his/her judgment does not merit appeal to the next step.

SECTION 3. Special Conferences – Special Conferences for important matters will be arranged between the shop committee and the Plant Manager, or his/her designated representative, to discuss important matters no more frequently than monthly, unless otherwise agreed by the parties. A written agenda of the matters to be considered during the special conference will be presented at the time of the request of the conference is made. Matters taken up in special conference shall be confined to those included in the agenda.

SECTION 4. The Company agrees to furnish the Union with five (5) copies of the Company's answers at the various steps of the grievance process.

ARTICLE XII ARBITRATION

SECTION 1. GENERAL –

- A. Any grievance falling under the scope of this contract, which is not settled in step four of the grievance procedure, may be submitted to an impartial Arbitrator. If the Union wishes to process a grievance to arbitration, it shall give written notice to the Company within a period ending thirty (30) days, after the Company's answer in step four of the grievance procedure is received by the Union, or by the end of the fifth (5th) day following the holding of the first membership meeting of the Union subsequent to the day upon which the Company's step four answer is received by the Union, whichever is sooner. Arbitration takes place in the city where the grievance arose.
- B. Within ten (10) calendar days, after receipt of the notice to appeal a grievance to arbitration, pursuant to Paragraph (A), the arbitrator selected by the parties will be so notified, provided there is a mutually acceptable arbitrator at that time.

SECTION 2. SELECTION OF ARBITRATOR –

- A. Representatives of the Union and representatives of the Company will meet to select an arbitrator. In the event that both parties are unable to agree on an arbitrator, either or both parties may request the Federal Mediation and Conciliation Service to submit a panel of seven (7) names to the parties. If the parties agree on an arbitrator from this panel, the arbitrator's name will be sent to the Federal Mediation Conciliation Service. If the parties cannot agree on an arbitrator, then the Federal Mediation and Conciliation Service will submit a

new panel of names and the process is repeated. If the parties are still unable to agree, a third list will be requested and the parties will alternately strike names to select an arbitrator. Arbitrator is to be selected on a case by case basis.

- B. The arbitrator shall serve for the duration of this Agreement, provided he/she continues to be acceptable to both parties. In the event the arbitrator is not acceptable to either or both parties and thirty (30) calendar days prior to notice has been given to cancel his/her future services, the same procedure originally used in the selection or designation of an arbitrator shall apply.

SECTION 3. DECISION OF ARBITRATOR -

- A. The arbitrator shall render his/her decision within thirty (30) calendar days after the closing of the proceedings. The award shall be signed by the arbitrator and copies of the award shall be delivered or mailed to each of the parties.
- B. There shall be no appeal from the arbitrator's decision, which shall be final and binding on the Union and its members, the employee or employees involved by this Agreement and the Company.

SECTION 4. EXPENSES OF ARBITRATION –

- A. Regardless of the outcome of any matter submitted to arbitration, costs thereof shall be borne by parties equally. Such cost shall be limited to the arbitrator's fee and expenses and the hearing room. The cost of any additional services required by either party shall be borne by the party requesting these additional services. If the arbitrator requests a transcript, the cost of preparation shall be borne equally by both parties.

SECTION 5. AUTHORITY OF ARBITRATOR –

- A. In discipline and discharge cases, the arbitrator shall have the power to adjudge the guilt or innocence of the employee involved and review any penalties imposed on employees and modify or amend penalties, if in his judgment that penalty is too severe. In the event of back pay awards, such awards will be reduced to reflect any time during the period the employee was off wherein the Company was not operating, resulting from shorter hours or shutdown for any reason, including emergency, and less any money the employee received from other employment during the period he/she was off, unemployment compensation or Workmen's Compensation.
- B. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to arbitrate any matter not specifically provided into this Agreement. The arbitrator's only authority is to interpret and apply provisions of this Agreement. It is further understood and agreed that the arbitrator shall not rule on proposed amendments to or proposed modifications to this Agreement or its extension or renewal.

SECTION 6. PRE-ARBITRATION – *in the interest of narrowing the issues in dispute and to preclude the introduction of new evidence or information not previously brought to the attention of either party, the parties shall:*

- A. Meet at least one (1) week prior to the scheduled hearing date to exchange the names of witnesses to be called, citations to be used in connection with the hearing and review the respective positions of the parties.
- B. Jointly prepare and present to the arbitrator at the beginning of the hearing a stipulation of those facts which are not in dispute.

- C. In the event either party's respective position has been altered as a result of this meeting, the parties shall have full power and authority to resolved the grievance in question.
- D. Any expenses incurred as a result of any matter submitted to arbitration which was subsequently resolved in this meeting will be bore equally by the parties.

ARTICLE XIII

DISCHARGE AND DISCIPLINE

SECTION 1. DISCIPLINE – *No employee will have any form of discipline placed into his/her record without his/her prior knowledge. The Company agrees to notify both the employee and his respective committeeperson when the discipline is to be assessed and the affected employee will be an opportunity for Union representation.*

SECTION 2. QPC Progressive Disciplinary Action Schedule is as follows:

1. Interviewed and return to work (oral warning)
2. Written warning
3. Written warning plus one day suspension
4. Written warning plus 3 day suspension
5. Written warning plus 5 day suspension
6. Termination

SECTION 3. NOTICE OF SUSPENSION, DISCIPLINARY LAYOFF OR DISCHARGE-

- A. The Unit management agrees promptly upon the suspension, disciplinary layoff or discharge of a seniority employee, to notify, in writing, the employee and the committeeperson of the suspension, disciplinary layoff or discharge, and the reason therefore. Such notice will be provided at a reasonable time, where practicable prior to the end of the shift, and will advise the employee that he/she has the right to request Union representation.
- B. If such an employee is absent from the plant at the time the action is taken, or where it was not practicable prior to the shift, management will advise the employee that he has the right to request Union representation.
- C. The employee may ask to discuss his/her suspension, disciplinary layoff or discharge with the committeeperson, the management will designate an office where he/she may do so before he/she is required to leave the plant, but after clocking out. Upon request, the employee's foreman or other designated representative of the Company will discuss the suspension, disciplinary layoff or discharge with the employee and committeeperson.

SECTION 4. USE OF PAST RECORD – In imposing any discipline on a current charge, the Company will not take into account any prior infractions which occurred more than twelve (12) months previously.

SECTION 5. Any employee who quits or is discharged and still has PTO, time will be compensated the next pay period.

ARTICLE XIV RATES OF PAY

The schedule of rates of pay is as follows:

	Ratification DECEMBER 2, 2024	Year 2 DECEMBER 2, 2025	Year 3 DECEMBER 2, 2026	Year 4 DECEMBER 2, 2027
Less than 90	\$15.50	\$15.50	\$16.00	\$16.00
Less than 1 year	\$16.00	\$16.00	\$17.00	\$17.00
1 year or more	\$17.75	\$18.25	\$18.75	\$19.50

PAY SHORTAGES

- 1. The Company agrees that any pay shortages by the Company will be paid the following week, upon employee request.*
- 2. The Company agrees that a verification process will be in place by the end of each pay period and before checks are issued.*

ARTICLE XV RATES FOR NEW JOBS

SECTION 1. When a new job is placed in the unit that cannot be properly placed in an existing classification, the Company will set up a new classification and a rate of pay for that job. A written notice of the classification, rate of pay and effective date of the classification will be given to the Union.

SECTION 2. If the Union disagrees with the new classification or rate of pay, the Union will notify the Company in writing within seven (7) working days from the date of notice as provided in Section 1 above and the Company and the Union shall thereafter negotiate the protested classification or rate of pay. Should the parties fail to reach an agreement on these negotiations, the issue will be referred to the grievance procedure, including arbitration.

SECTION 3. If the Union does not notify the Company as provided in Section 2 above, the classification and rate of pay should be deemed satisfactory to the Union.

ARTICLE XVI HEALTH CARE

Full time or part time employees working 32 hours or more, will be eligible for Health insurance on the first of the month following 60 days of employment. Premium costs are partially responsible to each employee electing insurance and will be deducted on pre tax basis weekly. Health Care cost evaluation is done annually. Employees who elects to reduce their work schedule or move to “on call” position and works under the 32 hour minimum requirement set forth by Health Care provider, may be subject to disqualification of Health Care benefits.

If an employee, who elects Health Care, does not receive a paycheck for a given week, premiums will be deducted for week missed on the following payroll. If an employee misses more than one paycheck, the employee will be responsible for writing a personal check for their portion of Health insurance premium. In the event an employee misses more than thirty (30) days of employment, Health insurance will be provided through a cobra plan.

Company agrees to review Dental Care option for employees within the first six (6) months after ratification.

ARTICLE XVII HEALTH & SAFETY

SECTION 1. The Company will make provisions for the safety and health of its employees at the plant during the hours of their employment, and will provide protective devices, protective apparel and other equipment necessary to properly protect employees from injury. If a condition arises that presents an immediate danger to an employee(s) health and safety, the employee will report the hazard to his/her supervisor who will promptly investigate and take whatever action necessary for the employee(s) protection. Aprons and gloves will be provided by the Company when necessary. It shall be the duty of every employee to use every safe device provided for him/her in conformance with the safety rules established by the Company.

SECTION 2. The Company agrees to furnish safety glasses at no cost to the employee in those instances in which the Company requires the employees to wear safety glasses. Safety glasses are considered company property, and in no event shall be issued except upon surrender of those previously issued. In the event of employee losing glasses, employee will be charged for the cost of replacement. For those persons desiring prescription safety glasses, the Company will pay up to a maximum of \$200 for an eye examination and prescription safety glasses during the length of the agreement to employees furnishing receipts to the Company for reimbursement. When during the course of work, the glasses are damaged, it is the responsibility of the employee to immediately bring this to the attention of the supervisor on duty, for both safety review and lens replacement. The daily care of the glasses, including the prevention of scratches and breakage is the responsibility of the employee.

SECTION 3. The Company agrees to maintain good housekeeping throughout the plant and the employee agrees to cooperate in the maintenance thereof.

SECTION 4. The committee will be advised in writing of the chemical identity of any governmentally controlled harmful physical agent or toxic substance to which employees are exposed, together with appropriate safety data on such agents or materials. The Company agrees to provide to each employee and his/her personal physician a complete and accurate written report of any medical examinations or other appropriate tests related to occupational exposure to potentially harmful physical agents or toxic materials upon written request from the employee. Additionally, written results of any industrial hygiene measurements or investigations related to the employee's occupational exposure shall also be provided to the affected employee and entered into that employee's medical file upon that employee's written request.

ARTICLE XVIII HOUR AND PREMIUM PAY

SECTION 1. This Article is intended only to define normal hours of work and shall not be construed as a guarantee of hours work per day or week or as guarantee of days per week or month. However, additional time may be worked to permit the operations of protection of the Company's facilities, subject to all other provisions of this Agreement.

SECTION 2. The traditional workweek begins on **Monday** at 12:01 a.m. and ends seven (7) days later at midnight on **Sunday**. The 4-Crew workweek begins at 5:00 a.m. on Monday and ends seven (7) days later at 5:30 a.m. on Monday. Employees will continue to complete any necessary time sheets, timecards or complete electronic processes for timekeeping purposes as mandated by the supervisor.

SECTION 3. Employees on an alternative work schedule (example 4 days, 10 hours per day) will receive time and one-half the regular rate for all hours worked after ten (10) hours. Employees working on their off days will receive premium pay for the whole day. The first and second off days worked will be paid at time and one half and the third and fourth off days worked will be paid at double time. Employees on a traditional 5 day 8 hour schedule will receive time and one-half for all hours worked after 8 hours. Traditional hours worked on Saturday shall be paid at time and one-half the regular rate of pay. Traditional hours worked on Sunday and Holidays shall be paid at the rate of twice the employee's regular rate of pay. Overtime paid on one basis under this Agreement shall not be duplicated or pyramid on another overtime basis.

SECTION 4. The Company will distribute all overtime work as equally as possible to qualified employees and charge them for the opportunity as follows:

- A. Employees will be charged for overtime worked or refused when scheduled properly.
- B. Employees who accept properly scheduled overtime and are absent will be charged double.
- C. Employees on personal or medical leaves of absence, disciplinary layoff or are AWOL, who otherwise would have been scheduled will be charged accordingly.

- D. Employees who change shift in accordance with the Shift Preference Agreement or are assigned to a different shift by management will carry their accumulated hours.
- E. Overtime awarded through the grievance procedure will be charged to the aggrieved's hours.
- F. Employee on Employee Benefit for bereavement or jury duty will not be charged overtime for these days or weekends and/or holiday(s) immediately after or intervening in bereavement or jury duty period.
- G. Employees will not be charged for overtime during PTO and the weekends or holidays before or after the PTO, unless they decide to work.
- H. Employees will not be charged overtime for the weekend or Employee Benefit if they take 16 hours PTO immediately before or after such weekend.
- I. Employees will not be charged overtime while on Union business.
- J. Employees will not be charged overtime if they are not asked and scheduled properly.
- K. All employees who are on call must work two consecutive weeks of 40 hours to qualify for the overtime rotation.
- L. Employees entering the overtime rotation group will assume the average hours of the second highest and second lowest hours in that group.
- M. Overtime hours will be zeroed out on the first Monday of each year.

SECTION 5. Except for emergency requirements or breakdowns and other production delays, an employee will be notified of required weekend overtime no later than forty-eight (48) hours preceding such overtime. This notice provision shall also apply to the resumption of overtime work whenever there is a break in an established overtime schedule. It is the policy of the Company to grant, where practicable, an employee's request to be excused from overtime on a given day, for good reason, especially during periods of continuing overtime. Such a request should be made as far in advance as possible. The employee will be promptly notified of the disposition of his/her request.

SECTION 6. Employees shall be paid a shift differential of an extra 5 percent per hour on all shifts other than the Day Shift.

ARTICLE XIX

JURY DUTY PAY

SECTION 1. A seniority employee who is called and reports for jury duty shall be paid by the Company for each day partially or wholly spent in performing jury duty (if the employee otherwise would have been scheduled to work for the Company and does not), and amount equal to the difference between the employee's regular straight time hour rate, exclusive of shift premium, overtime premium and other premiums of up to eight (8) hours that he/she otherwise would have been scheduled to work and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses). In order to receive payment under this section, an employee must give the Company the letter from the court that he/she has been summons for jury duty as soon as it is received and must furnish satisfactory evidence that jury duty was performed on the days for which he/she claims such payment. The provisions of this section are not applicable to an employee

who, without being summoned, volunteers for jury duty. **Employees on an alternate work schedule will be paid ten (10) hours per day for jury duty.**

ARTICLE XX BEREAVEMENT PAY

SECTION 1. When death occurs in an employee's immediate family, i.e. current spouse, parent or step-parent, parent or step-parent of current spouse, grandparent or grandparent of current spouse, child or step-child, brother or step-brother, sister or step-sister, half brother or half sister, brother and sisters-in-laws, sons and daughters-in-laws, grandchildren; the employee on request will be excused for any of the first three (3) regularly scheduled working days of the employee's scheduled working days **(excluding Saturday and Sunday for traditional schedules only).**

SECTION 2. After making written application, the employee on a traditional schedule shall receive pay for any scheduled hours of work up to eight (8) hours per day for which he is excused, (excluding Saturdays and Sundays of the employee's scheduled work week) provided he/she attends the funeral and provides satisfactory evidence of his/her attendance to the Company. **Employees on an alternate work schedule will be paid ten (10) hours a day for Bereavement.**

SECTION 3. In the event the body of a member of the employee's immediate family is not buried in the Continental North America, or if the body is cremated, the requirement that the employee attend the funeral will be waived. Payments shall be made at the employee's regular straight time hourly rate.

ARTICLE XXI HOLIDAY PAY

Holiday:

SECTION 1. During this Agreement, the following days will be observed as holidays: *Memorial Day, Fourth of July, Juneteeth, Labor Day, Federal Election Day (Presidential), Veteran's Day (to be observed the same day as the auto assembly plants), Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King's Birthday (to be observed the same day as the auto assembly plants), Good Friday and Easter Monday.* Seniority employees are eligible for Holiday benefit provided they have not refused any work within 14 days prior to the holiday in review or have used PTO to cover day off.

SECTION 2. On call seniority employees must work at least two (2) days in the week in which the holiday falls, regardless of hours worked on those days. Said employees shall receive pay for that holiday. Employees on an alternate work schedule must work at least one (1) day during the week of the holiday and each employee must work their scheduled day before and after the holiday or be otherwise compensated.

SECTION 3. All hours worked on a Holiday shall be paid at twice the employee's hourly rate, additional up to eight (8) hours of Employee Benefit for those on a traditional schedule or up to ten (10) hours of Employee Benefit for those on an Alternative Work Schedule/4-Crew.

Employees Benefit will be calculated by either eight (8) hours of pay or ten (10) hours of pay if on an alternate work schedule at their regular hourly wage rate.

SECTION 4. Employees eligible under these provisions will receive eight (8) hours of pay or ten (10) hours of pay if on an alternate work schedule at their regular hourly wage rate.

SECTION 5. Employees who are requested to work on a holiday and have accepted such holiday work assignment and then fail to report for and perform such work without such cause acceptable to the Company, shall not receive holiday pay.

Any of the above holidays that fall on a Saturday will be observed on the previous Friday. Any of the above mentioned holidays that fall on a Sunday will be observed on the following Monday.

SECTION 6. All hours worked on a holiday, regardless of when the shift starts, shall be paid at twice the regular hourly rate.

ARTICLE XXII

CALL IN AND CALL BACK PAY

SECTION 1. Any employee called to work or permitted to come to work, without having been properly notified that there will be no work, shall receive in such instances four (4) hours of pay at the employee's straight time hourly rate, in lieu thereof, except for in case of power failure, labor dispute, fire, flood or other causes beyond the control of the Company.

SECTION 2. Employees called back to work after completion of their regular shifts shall receive in such instances no less than four (4) hours of pay at time and one half.

CALL LOG: *Parties agree to establish a call log with third party verification, when possible, to contact employees for work.*

ARTICLE XXIII

CONTRACT BOOKLET

It is hereby agreed that when the original bargaining documents are signed and exchanged between parties and the contract is ratified, the Company will within ten (10) days reproduce the new agreement in its entirety for the signatures of the negotiating committee. Copies will be furnished to the members of the negotiating and unit shop committee. In addition, the Company will have printed legible new contract books and will provide the Union and bargaining unit employees with copies within three (3) months of contract ratification. The cost of the printing will be borne by the Company.

ARTICLE XXIV INJURIES & ILLNESS

ON THE JOB INJURIES

SECTION 1. In case of in-plant or on the job injury, injured employee will be reimbursed at his base rate of pay for loss of income on the day of the injury and on subsequent visits to the **Company doctor** when visit is required during the employee's regular working hours.

SECTION 2. When an employee is working and requests to leave due to illness, the company may request the employee see the company doctor/clinic.

SECTION 3. An employee physically handicapped as a result of an on the job compensable injury shall, if possible, be given an assignment within his/her capabilities in the classification he/she held at the time of injury.

OUT OF PLANT INJURIES

SECTION 4. When an employee, who because of physical impairment or for health reasons on what is considered to be a permanent basis, based on submitted medical evidence satisfactory to the Company and the Union, limits the nature and type of regular work he/she can do, he/she shall be given an assignment within his/her capabilities in the classification he/she held at the time of such disability, displacing the junior employee, if he/she has sufficient seniority to do so.

ARTICLE XXV NO STRIKE, STOPPAGES, SLOWDOWNS OR LOCKOUTS

SECTION 1. It is the intent of the parties that the procedures outlined in this Agreement shall serve as means for peaceful settlement of all disputes that may arise between parties.

SECTION 2. During the term of this Agreement, the Union, its members and employees, individually and collectively, will not cause or take part in a strike, picketing, slowdown or other curtailment or restricting of production or interference with the Company's work or premises. The Company agrees not to engage in a lockout.

ARTICLE XXVI LEAVES OF ABSENCE

SECTION 1. DISABILITY LEAVE

- A. Seniority employees who are necessarily absent from work due to disability resulting from sickness, injury or pregnancy, evidenced by certificate of

reputable Doctor of Medicine, and who give the Company proper notice of such disability shall be considered on leave of absence (without pay) for the period of such disability. Such leave shall be in effect only for the period of such disability and in the event such absence does not exceed two (2) years, said employee shall retain and continue to accumulate seniority during such period. Employees whose disability is due to compensable injury incurred on the job shall retain seniority accumulated as provided herein above for the period of such compensable disability leave shall be reinstated in the unit in accordance with such seniority at the time of recovery from their disability.

- B. An employee returning to work from a disability leave of absence shall be placed on the job they would have held had they not gone on such leave, provided they can physically perform the job.
- C. The Company, at its discretion and expense, may request a certificate of disability from a doctor of its choice, who must be a specialist in the field of the employee's disability.

SECTION 2. PERSONAL LEAVE

Under application in writing, the Company may grant leave of absence without pay to any employee for reasons considered sufficient by the Company, for a period not to exceed ninety (90) days, and the employee receiving such leave of absence and returning on prior to the last day of leave shall not lose seniority ranking by reason of such leave.

SECTION 3. UNION BUSINESS LEAVE

Any regular employee who is selected as a delegate to any Union convention shall, upon application signed by him and approved by the Local Union, be given leave of absence without pay, not exceeding three (3) weeks during any year which this Agreement is in effect. Such member shall not thereby lose his employment status for seniority rating, but not more than one (1) member of the Union shall be absent from the unit at any one time for such purpose. In case the same individual is chosen as a delegate to both State and International Conventions of the Union within any one (1) year, he/she shall be given necessary leave of absence to enable him/her to attend such conventions, but not to exceed six (6) weeks in all in any one (1) year. Employees excused from work pursuant to this paragraph shall be excused without pay, shall suffer no loss of seniority by reason of such absence and such absence shall not be counted against the employee's attendance record.

SECTION 4. LEAVE FOR FULL TIME UNION BUSINESS

Any member of the Union, who, while a regular employee of the Company, is elected or appointed to a full time office in the Union; or appointed to a temporary position by the International Union; requiring an extended leave of absence from his/her duties with the Company, shall, upon written application signed by him/her and approved by the Union, be given a special leave of absence without pay, of not more than one (1) year's duration, without loss of seniority, provided that not more than one such employee shall be absent from the Company on such leave at the same time. Such leave may be extended upon advance written request and receipt of written approval from the Company.

SECTION 5. MILITARY LEAVE

- A. Any employee who enters into active service in the Armed Forces of the United States shall be granted the necessary leave of absence and upon the termination of such service, if the employee has not re-enlisted after the date of first entry, and reports for work within ninety (90) days of the date of such discharge, or

ninety (90) days after hospitalization continuing after discharge for not more than one (1) year, shall be offered re-employment in line with his/her seniority. He/she will be re-employed and retain his/her seniority and will receive benefits in effect at the time of his/her return. During the employee's enlistment, he/she will continue to accumulate seniority status towards vacation.

- B. Revisits or members of a National Guard Unit will be granted the necessary leave of absence to participate in training duty but are requested to submit to their supervisor their scheduled period of training duty.
- C. The Company agrees to observe all provisions of the present law or laws hereinafter enacted related to its obligation to its employees who have left or may hereinafter leave the service of the Company to enter the Armed Forces of the United States.

ARTICLE XXVII PAID TIME OFF (PTO)

GUIDELINES FOR PTO:

Upon ratification, the period for acquiring PTO will be from January 1 – December 31 each year. Unused PTO will be paid out each year.

Paid Time Off (PTO) is a program for pooling of hours in which the employee can use at their discretion for vacation, personal days, sick days, etc. PTO hours are earned based on years of service and the number of hours worked by the employee and are made available to individuals at occurrences of 500 hours worked. Implementation of the PTO program will start upon the date of ratification.

New hired employees shall receive one day of paid time off during their first year of employment.

PTO hours accrued every 500 hours worked. Effective date (Ratification Date)

1-2 years of service – 16 Hours PTO
3-5 years of service – 24 Hours PTO
6-8 years of service – 36 Hours PTO
Greater than 9 years of service – 40 Hours PTO

The amount of PTO an employee can bank will cap off depending on years of service as follows –

1-2 years of service – 60 Hours
3-5 years of service – 100 Hours
Greater than 6 years of service – 140 Hours

Bank hour amounts in excess to caps will automatically be paid out in the following pay period.

- PTO shall be used in all instances of missing work, i.e. coming in late for scheduled shift with approval or an employee request to leave early with approval. PTO will be charged at the full balance value of their scheduled shift.
- In the instance of a call off by the employee, the employee will be charged with absence and PTO time will be paid at a minimum of eight (8) hours or their designated shift value. If no PTO is available it will move to the discipline progression.
- Time off without pay may be used instead of PTO when employee work hours are reduced due to a temporary work shortage.
- Scheduled PTO can be used in a minimum of four (4) hour increments.
- Employees requesting an excess of more than two (2) of their regular scheduled shifts must do so at least seven (7) days in advance.
- PTO cannot be used towards daily overtime calculations.
- In the case of a termination of employment (voluntary or involuntary), unused PTO will be paid out after termination of employment on the next payroll cycle.
- Employees who are terminated may not use PTO to extend Bay Logistics service after their last day worked.

PTO shall be granted at times requested by employees provided this may be done without interfering with efficient operations. An employee with more seniority than another in the same shift shall be given preference in the choice of PTO; however, once an employee has been granted his/her PTO in accordance with the preceding, he/she may not exercise his/her selection preference again, if doing so results in another employee being bumped out of his/her chosen time. Employees who transfer into another shift shall have their chosen date transferred to their new shift.

ARTICLE XXVIII BULLETIN BOARDS

SECTION 1. In lieu of bulletin boards, the Company will supply all stamps and copies for Union notices as specified below, to be mailed to all employees:

- A. Notices of recreational and social affairs to the Local Union
- B. Notices of Union elections, appointments and results of Union elections
- C. Notices of meeting and business of Local Union 2280
- D. Other official Union notices

ARTICLE XXIX

MISCELLANEOUS

REST PERIODS:

Rest periods are based on Employees on an eight (8) hour shift platform, where employees will receive two (2) paid fifteen minute rest periods to be taken midway between starting time and lunch break, and midway from the end of lunch break and the end of their regular shift. If an employee works beyond the normal shift ending time, he/she will be entitled to 3.25 minutes of paid rest period for each additional hour worked. Every effort shall be made to mirror the plant breaks. (Only for Converters)

ARTICLE XXX

TERMINATION OF AGREEMENT

The Agreement, except otherwise expressly provided (changes in benefits such as raises and PTO will take effect December 2, 2024), shall become effective as of December 2, 2024, and shall continue in effect until 11:59 p.m. on the 1st day of December 2028, and shall be automatically renewed for additional periods of one (1) year, from year to year thereafter unless either or both parties hereto shall be given the other notice in writing at least sixty (60) days prior to any subsequent anniversary thereof, of a desire for modifications or termination. Such notice shall be given by registered mail, return receipt requested, if by the Union to the Company, addressed to Bay/MPS Logistics, Human Resources, 7300 Clyde Park Ave. SW, Byron Center, MI 49315 and if by the Company to the Union, addressed to UAW Local 2280, 45116 Cass Avenue, Utica, MI 48317 and with a copy to the International Union, UAW, at its Detroit, Michigan Office.

IN WITNESS WHEREOF, the parties have cause this Agreement to be signed by their duly authorized officers and representatives.

UNION NEGOTIATING
COMMITTEE

COMPANY NEGOTIATING
COMMITTEE

Andy Vultaggio, President

Michelle Halycky

Nicole Didia, Vice President

Paul DeGrazia

Marcus Taylor, Steward

Paul Torrente, International Servicing Rep.

EXHIBIT A

BONUSES

RATIFICATION BONUS

A ratification bonus will be paid as follows:

*Less than one (1) year seniority - \$250
One (1) year to five (5) years seniority - \$500
Five (5) to ten (10) years seniority - \$600
Ten (10) or more years seniority - \$1,200*

CHRISTMAS BONUS

Employees who have worked a minimum of 900 hours will be paid a Christmas bonus of \$300 payable in November 2025, 2026, 2027, and 2028.

EXHIBIT B

GEOGRAPHICAL ASSIGNMENT

Temporary assignment to other plant-time and expense allowances:

If a seniority employee is assigned temporarily to work at a plant other than the one in which he/she is regularly employed, the following rules shall apply:

- 1. Assignment shall be on a seniority, voluntary basis, before invoking a practice to force from lowest seniority to fill its needs for such jobs;*
- 2. For job assignments in a plant or workplace 50miles or more from the one in which he/she is regularly assigned, but such assignment does not require an overnight stay, an employee will receive A) \$15.00 meal allowance, B) The actual mileage for the round trip traveled by driver, C) Payment in the applicable wage rate for all time traveled; D) A minimum of four (4) hours pay at the worksite.*
- 3. When an overnight stay is required, employees shall receive: A) Pay at the regular hourly rate for the actual time spent traveling to and from the worksite; B) Lodging expenses; C) \$30.00 food allowance per day. Food allowance will be paid to the employee prior to his/her departure. The employee shall receive a minimum of eight (8) working hours pay for each day at other locations.*
- 4. If personal car is used as means of transportation, driver/owner shall receive the amount legally deductible as set by IRS.*

EXHIBIT C

LETTER OF INTENT

SECTION 1. In order to entice new business, the Company would like to reserve the right to open future negotiations regarding contracted work, for long term relationships. These negotiations would not include, and would in no way change any existing agreements, nor permit the reopening of the existing Contract for negotiations. The Union and the Company will mutually agree that topics to be discussed would be in respect to contracts, (in which the purchase order cites steady work) in the following areas, other than rework, such sub-assembly work, containerization, and sequencing. These negotiations will include such topics as wages, benefits, job classifications, which allow us an opportunity to offer more competitive price offerings, as well as the issues on how to grow the business to gain a more steady work force.

SECTION 2. If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement of the application of such provisions to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby, and the parties agree to meet and negotiate concerning the invalid provisions

EXHIBIT D

NEW MARKETS

The elected Union Officials shall cooperate with the Company to open new markets of the Company. The Official shall use his/her best efforts in promoting relationships with other UAW Local Union Officials and other AFL-CIO Unions in geographical locations where the Company currently performs work and in any other geographical locations where the Company may expand to. All expenses will be borne by the Company including employee's expense allowances per Exhibit C of the existing Contract.

EXHIBIT E

FILL-IN JOB

Any employee who is called to work as a fill-in for another worker who is reassigned, will be informed of their fill-in status, so that reassigned worker may return to this original job when their reassigned job is complete.

EXHIBIT F

NO-FAULT ATTENDANCE POLICY

A no-fault attendance point system will be added to the attendance policy outlined in the employee handbook.

EXHIBIT G

OVERTIME SCHEDULING FOR CALL OFFS AND ABSENCES

All overtime hours for the overtime rotation will be set to zero (0) and start over by seniority for the first week. This transition will allow overtime to be allocated correctly between two distinct scheduled models.

Overtime rotation will be separated between Crew and Traditional scheduling.

When surveying for overtime, Traditional will be surveyed for Traditional and Crew for Crew. If the rotation is used up and positions are still available for overtime, the scheduling will be done as follows –

Traditional Overtime Order

- Traditional surveyed and scheduled for up to eight (8) hours; Request traditional work early/late for up to twelve (12) hours.
- Unscheduled Crew employees called in/scheduled for up to eight (8) hours; Request unscheduled Crew employees work early/late for up to twelve (12) hours.
- On call employees called in/scheduled for up to eight (8) hours; Request on call employees work early/late for up to twelve (12) hours.

Crew Overtime Order

- Unscheduled Crew employees called in/scheduled for up to eight (8) hours; Request unscheduled Crew employees work early/late for up to twelve (12) hours.
- Traditional surveyed and scheduled for up to eight (8) hours; Request traditional work early/late for up to twelve (12) hours.
- On call employees called in/scheduled for up to eight (8) hours; Request on call employees work early/late for up to twelve (12) hours.

Absent Crew (i.e. Employee Benefits or PTO) will be covered with on call employees. Once on call list is exhausted, Crew will be asked to work on their scheduled days off for overtime.

Call offs will be filled by full time employees who are on their day off by low overtime hours as long as they are not scheduled for the following shift. When this group is exhausted, employees from the on call list will be called in order of seniority. Call offs are defined as “less than twelve (12) hours from the start of the shift and within the shift of which they are scheduled”. All employees missing at any time for Union Business will be covered by on call employees.

ABCD Crew members: Employees on an alternative work schedule (ex. 4 days, 10 hours a day) will receive time and one-half their regular rate of pay for all hours worked after ten (10) hours. Hours worked on a Sunday after ten (10) hours will be paid at double time.

On Call Availability

All employees must be available to be called into work at Bay/MPS Logistics at least two (2) of the three (3) shifts each day. Failure by the employee to return call via phone to their supervisor within 90 minutes of original call will result in automatic refusal. Documented “reasonable” cause will be reviewed case by case for call back in excess of 90 minutes

EXHIBIT H LETTER OF UNDERSTANDING

If you are on call and get called into work and refuse to come in, you will be charged PTO time according to the job. If the job(s) work value is four (4) hours or less, you will be charged four (4) hours of PTO. If the job(s) value is over four (4) hours you will be charged eight (8) hours of PTO. Once your PTO has been exhausted, the discipline and discharge procedure as outlined in Article XIII will take action.

If you are on call and do not answer and regardless if you ~~or~~ call back within ninety (90) minutes, you will be charged PTO for job(s) requested. In this instance, you will not be charged for a refusal provided employee has called back within (90) minutes. If you call back after ninety (90) minutes, that will be a refusal. (see page 31, On Call Availability)

In certain instances, the company may not be able to honor PTO when employees are called based on language on page 25. The company may rescind the use of PTO to accommodate “without interfering with efficient operations”.

EXHIBIT I TEMPORARY EMPLOYEES

Letter of Understanding - Temporary Employees

The company and union recognize there are times when there are special projects requested by the customer, or in the case of shutdown, cannot be performed on a timely basis by the existing employees. The parties agree that temporary employees can be hired

to help complete the required work on a timely basis. It is also agreed that permanent employees will be offered overtime opportunities before any temporary employees will be utilized.

Deviations from the above language must be pre-approved for instances of high absenteeism due to FMLA or during the hiring process not to exceed thirty (30) days. These temporary employees cannot work daily overtime until all employees on the shift have been afforded the opportunity or weekend or holiday overtime until the entire plant has been offered the overtime first.

In the event the company feels the need to hire temporary employees, a request to hire will be sent to the local union for approval. The request will indicate the number of employees to be hired, the reason for the additional manpower need and the duration of the assignment. If the local union feels the company is not utilizing temporary employees as to the intent of this agreement, the local union may cancel the use of temporary employees pending two weeks advance written notice of termination to the company.

This is not intended for the company to hire temporary employees to avoid paying full-time permanent employees' overtime or to avoid the hiring of permanent employees.

Any temporary employee(s) who receives forty (40) hours of pay per month will be subject to paying union dues in accordance with the UAW Constitution.