

K# 9217

COLLECTIVE BARGAINING AGREEMENT

**BETWEEN
UAW LOCAL 659
AND
CARAVAN/KNIGHT F.M.**

EFFECTIVE: _____

EXPIRATION: _____

1. Preface

Caravan/Knight Facilities Management, LLC (Caravan/KnightFM) and UAW Local 659 of the United Automobile, Aerospace and Agriculture Implementation Workers of America (UAW) International Union, recognize their respective responsibilities under federal, state, and local laws relating to the legal principles of equal opportunity in employment practices.

2. Agreement

This agreement is entered into by and between Caravan/Knight FM, which performs janitorial and industrial cleaning services for General Motors Flint South Facility, located in Flint, Michigan, and the United Automobile, Aerospace, and Agriculture Implementation Workers of America (UAW) International Union and Local 659.

For the purpose of definition, the "Company" or "Management" refers to Caravan/Knight FM, and the "Union" refers to the United Automobile, Aerospace and Agriculture Implementation Workers (UAW) International Union and Local 659 Unit Members and Bargaining Committee.

3. Union Recognition

The Company recognizes Local Union 659 of the International Union, United Automobile, Aerospace and Agriculture Implementation Workers of America, as the sole and exclusive collective bargaining agent for employees included in Article 8 Classifications, in the bargaining units described below, but excluding each person employed by Caravan/KnightFM in office clerical work, as a professional employee, as a confidential employee, or as a guard or supervisor as defined by the National Labor Relations Act as amended.

There shall be no individual agreement between the Company and the employees.

4. Employment Probationary Period

New employees will be considered as being on probation for the first ninety (90) calendar days from the date of last hire. A longer period will apply with respect to part-time employees, as set forth in Article 29 of this agreement. Prior to completion of the probationary period, such employees are at will and subject to discharge at the Company's sole discretion during the probationary period. However, any claim by a probationary employee that their discharge, after thirty (30) days of employment, is not for cause, may be taken up through the grievance procedure. Employees will enjoy seniority status upon completion of the probationary period.

5. Check-Off

All employees covered by this agreement will become a member of the Union upon acquiring ninety (90) calendar days, (probationary Period), of employment and will, as a condition of employment, to the extent permitted by law, maintain their Union membership to the extent of paying membership dues, initiation fees uniformly levied against all Union members as prescribed by the Constitution of the International Union.

During the life of this agreement, the Company agrees to deduct Union membership dues levied by the International Union or Local Union 659 in accordance with the Constitution and Bylaws of the Union, from the pay of each employee who executes or has voluntarily executed an "Authorization for check-Off of Dues" form, furnished by the Union. In addition, the Company agrees to deduct from each employee's payroll, where pre-approval is given in writing, the amount designated by the employee for political action (V-Cap) and transfer the

total said amount to UAW Local 659 on a monthly basis and will be paid within ten (10) working days of the date of the last payroll of the month.

For a pay period where Union dues are payable, but an employee is not on the payroll, or does not have earnings or sufficient earnings, the Company will have no obligation to make deductions. It is agreed when this occurs that the Company will notify the Union at the time the deductions are due.

The Union shall hold the company harmless and indemnify the Company against any claim or obligation, (including the cost of defending such claim or obligation), arising under this Article, including, but not limited to, that associated with the discharge of an employee at the request of the Union for non-payment of dues or initiation fees and/or a claim which may be made by any person by reason of the deduction of dues. The Union will have no monetary claim against the Company for any failure to perform under this Article.

6. Management Rights

Section 1: Management Rights

The right of the Company to manage is recognized as exclusively with the Company except to the extent surrendered by the express provisions of this Agreement. The Company, in the exercise of the customary functions of Management, may establish, amend, and enforce reasonable rules not inconsistent with the terms of this agreement. In addition, the right to manage the Company's business, hire, promote, demote, discharge, lay-off, or discipline for just cause, to establish standards of quality and operating standards, change methods or equipment to maintain efficiency of employees, and establish schedules, is recognized by both the Union and the Company as the proper responsibility of Management, whether the same has been exercised heretofore or not.

If a seniority employee believes that an exercise of Management rights violates one of more provisions of this agreement, the matter will be subject to the grievance procedure.

Section 2: Management Responsibilities

In managing the operations that impact the bargaining unit, Management will meet with the Union to discuss major organizational changes, plans to in-source or outsource work, technological changes that will impact the bargaining unit, schedule changes, or other significant events. In addition, in the event the Company is directed by the customer to outsource work, currently being performed by the bargaining unit, the Company will notify the Union, as soon as possible after they receive notice, and will meet to discuss the situation and consider alternatives as time provides. If requested, the Company will provide the Union with the necessary information, regarding the proposed outsourcing, to help prepare a business case for determining if the work can be retained by the bargaining unit. If a business case is presented, it must be approved by the parties and the customer before it can be implemented.

Prior to initiating or changing Company work rules or schedules, Management will meet with the Union Bargaining Committee to review the work rules or schedules, explain the reason for the change, and explore alternatives. Management will not change Company policies contrary to the terms of the agreement, except as by mutual agreement of the Union and Management.

Section 3: Union Responsibilities

The Union has the exclusive responsibility of representing its membership regarding all terms and conditions of employment, in accordance with the law and the terms of this Agreement. The Union agrees to promote the common objectives and to cooperate with the Company in administering, on a fair and equitable basis, standards of conduct, attendance programs and problem resolutions.

Section 4: Employee Responsibilities

All employees have the following responsibilities:

- Meet reasonable goals and schedules
- Work within reasonable Company guidelines
- Respect the individual rights of others
- Abide by reasonable standards of conduct and attendance policies
- Promote continuous improvement by looking for opportunities to make the Company more efficient
- Achieve quality goals and improve quality standards

The Company and the Union agree that all employees of the Company, both management and hourly, must treat each other with dignity and respect. In this regard, neither the Company nor the Union will condone any harassment or unfair treatment of one party, by another.

7. Seniority

Section 1

Seniority is defined as the length of continuous service with the Company, and is accrued upon completion of the probationary period. In the event that more than one employee has the same date of hire, seniority rights will be determined in alphabetical order, from "A-Z" of their last name at the date of hire, if two employees share the same last name, the first name in alphabetical order will be taken, then by the last four digits of their social security number, with the lower number having greater seniority. Seniority will be retroactive to the first day worked at the GM Flint South Facility.

Seniority is applied to the following:

- Vacation eligibility
- Permanent job bids
- Lay offs

Section 2: Layoffs

- The process for securing volunteers will be determined by the Company and the Bargaining Committee.
- In the event of a lay off projected not to exceed thirty (30) days, volunteers will be solicited and will be given priority. In the event there are not enough volunteers, members will be laid off by classification, by order of seniority, low seniority first. Employees will remain in their classification by order of seniority.
- After a two (2) week period, Management will review with the Union the status of the lay off. If projected to go beyond thirty (30) days, then joint discussions will be held to review a transition plan.
- In the event of a lay off projected to exceed thirty (30) days, members will be laid off by order of seniority, low seniority first.
- The Company will provide the required training to enable all employees to perform all aspects of the jobs safely and efficiently.

The elected Chairperson and Stewards will have super seniority. That is, in the event of a reduction in force, and at the point where they would be subject to lay off, the Chairperson and Stewards will be retained on their assigned shift and/or elected represented area.

Section 3: Reduction Rights

In the event of a reduction in force, the following procedure shall be utilized for employees in the classifications designated in the Collective Bargaining Agreement. The concept of high seniority bumps low seniority will be used, an employee shall exercise seniority against the employee with the least seniority in the following order:

- 1) Shift and Classification
- 2) Bargaining Unit

Section 4: Recalls

Recall of laid off employees from a lay off greater than thirty (30) days will be in reverse order of lay off. It is the employee's responsibility to keep a current address and telephone number on file with the Company. The employee will be notified of their recall by mail to their address on record. The Union will receive a copy of the notifications.

Section 5: Seniority Breaks

An employee's seniority will be broken when:

- An employee is discharged for just cause.
- An employee voluntarily quits.
- An employee is absent for three (3) regular scheduled working days without notification.
- An employee fails to report to work within five (5) days of notification of recall from lay off by personal contact and/or certified mail, unless otherwise agreed to by Management the Union Chairperson or designee.
- An employee is on lay off for one (1) year, or an amount of time equivalent to the length of service, whichever is greater.
- An employee fails to report to work within three (3) days following the termination of a leave of absence.
- Presents false, altered or untruthful documentation and/or information as a reason/excuse for the employee's action, inaction or treatment with respect to a provision of the agreement or a Company rule.
- Accepts work, while on leave of absence, that affects employee's availability without permission of the Company.
- Is terminated by reason of a permanent closing of the Company's operations at this facility.

8. Classifications

Employees will be classified in one of the following categories for the purpose of administering this agreement:

Classification I

Janitorial

Classification II

Janitorial Specialist

The parties agree to negotiate rates and classifications for any work creating permanent bargaining unit positions not covered by this agreement.

Basic job duties within the classifications are described as follows:

Classification I – Janitorial job responsibilities include, but are not limited to, all of the following:

Clean all plant areas including, but not limited to, the shop floor, docks, washrooms, offices, cubicles, meeting areas, cafeterias, and locker rooms. Restock washrooms, clean-up spills and remove garbage. Limited outside trash pickup, minor salting and snow removal near doorways, and minor other outdoor duties. Also includes industrial truck driving, including, but not limited to, sweeper scrubbers, tote vehicles, and forklifts. Special cleaning projects as required by the customer.

Classification II – Janitorial Specialist

Booth Cleaning - Paint job responsibilities include, but are not limited to, all of the following: Clean all paint booth areas including, but not limited to mods, clear and color booths.

9. Job Postings

Section 1 – Job Openings

- 1) At the time a job opening occurs, Management will use its best efforts to determine whether the opening is temporary or permanent based on the estimated length of time required to fulfill the job requirements.
- 2) Job openings will be filled based on the following procedures. The Union and Management will meet to discuss the duration of temporary openings for the following conditions.

Section 2- Short Term Temporary Assignments

Less than thirty (30) days.

Temporary assignments less than thirty (30) days will be made at Management's discretion.

Section 3 – Temporary Assignments

Thirty (30) days up to ninety (90) days.

- 1) Openings will be posted for three (3) working days. During the posting period, the position will be filled at management's sole discretion.
- 2) The job opening will be awarded to the employee with the greatest seniority, provided they can perform the job.
- 3) Employees will be given the required training necessary to perform the job.
- 4) In the event the employee decides they do not want to perform the job, the employee will be returned to their previous classification and shift and will be restricted from bidding on other temporary job openings for ninety (90) days.
- 5) Employees awarded temporary jobs through the posting process will not be restricted from bidding on a permanent job opening.
- 6) Employees transferring to a temporary job will receive the rate of pay for the temporary job beginning on the first day on the job and ending on the last day on the job, including the appropriate shift premium.
- 7) Upon completion of the temporary job assignment, the employee(s) will be returned to their previous classification and shift.
- 8) Secondary openings, created by filling a job posting, will be back-filled by temporary assignment at Management's discretion.

Section 4- Permanent Jobs

Permanent job openings for jobs projected to last over ninety (90) days will be filled through a posting and bid process.

- 1) Primary openings will be posted for seven (7) days. During the posting period, the position will be filled at management's sole discretion.
- 2) Postings for job openings will include the following information:
 - Classification

- Rate of pay
 - Shift
 - Schedule
 - Number of openings
 - Description of job duties
- 3) The job will be awarded to the employee with the greatest seniority, provided they can perform the job.
 - 4) Employees will be provided the required training necessary to perform the job.
 - 5) The employee and Management will have an evaluation period of ten (10) working days to review the candidate's job performance and interest in performing the job.
 - 6) In the event Management determines the employee cannot perform the job, the employee will be sent back to their previous job assignment and shift, and will not be restricted from bidding on other job postings.
 - 7) In the event the employee decides they do not want to perform the job, the employee will be returned to their previous job assignment and shift, and will be restricted from bidding on other job postings for six (6) months from the date of the original job award.
 - 8) During the time required to fill the job openings, the job may be filled through a temporary assignment.
 - 9) Secondary openings created by filling primary openings, will be filled by temporary assignment until the secondary opening can be filled through the posting process.

10. Strikes, Stoppages and Lockouts

The parties to this agreement recognize the importance of providing General Motors with uninterrupted, quality service. During the term of this agreement, as per Article 24, neither the union, its officers, its members, nor any employee(s) will call, authorize, cause, aid, ratify, instigate or participate for any reason or in any manner in any kind of strike, sympathy strike, sit down, stay in, refusal to work, walkout, slowdown, stoppage, boycott, picketing or willful interference with work or receipt of shipment of materials and supplies against the Company or GM. In addition, the Company will not lockout the employees.

Both parties agree that in the event of such action(s) noted above, the offended party may pursue injunctive and all other lawful recourse to address and halt such action(s) without the need to first resort to the Grievance and Arbitration procedure set forth in this Agreement.

Employees who violate this section shall be suspended or discharged by the Company, within its sole determination, on an equal-for-equal misconduct basis and there can be no resort by the employee(s) or the Union as a result of such suspension or discharge to the grievance or arbitration procedure except with respect to the question of whether the employee(s) engaged in the prohibited conduct or where the Company does not apply discipline on an equal-for-equal misconduct basis. However, it shall not be a violation of this agreement and it shall not be cause for disciplinary action if any employee honors an authorized picket line of UAW represented employees who are involved in a labor dispute at GM.

11. Grievance Procedure

There is a four (4) step process. A grievance is defined as any complaint or dispute whereby either party alleges that the other party has violated a provision of this Agreement. All grievances which may arise between the Union and the Company, or any employee or group of employees, shall be adjusted in accordance with the following grievance procedures. The last of these steps involves final and binding arbitration.

Employees and supervision must make every effort to resolve their disputes. Failing to reach resolution, Union representation will be provided upon request to assist in the resolution of the dispute prior to being reduced to writing.

Step One (1) If the dispute is not resolved, the employee has three (3) regularly scheduled workdays from the date at which the employee is otherwise aware of the violation to file the grievance or the matter will be considered closed. The matter reduced to writing must state the specific charge cited and be signed by the Union Committeeperson and the grievance on a form provided by Management and presented to the immediate supervisor. Only one matter shall be covered in each written grievance. Management will provide a written response within three (3) regularly scheduled workdays of the receipt of the grievance.

Step Two (2) If the grievance is not resolved in Step One (1), it will be addressed in a meeting between the appropriate Chairperson and Management for resolution schedule within seven (7) working days of Step One (1). If resolution is not forthcoming within seven (7) workdays from that meeting, the grievance will go to Step Three (3).

Step Three (3) A meeting among company representatives, the International Union servicing representative, Chairperson and Local Union President to discuss the grievance will be held within thirty (30) working days from the answer given in Step Two (2).

Step Four (4) If the grievance is not resolved in Step Three (3), either party may take the matter to arbitration by notifying the other party, in writing, of such decision. If such notification has not been received within 60 calendar days from when the answer in the prior step was issued, the matter shall be considered settled. The Arbitrator will be confined to the interpretation of the explicit provision(s) in this agreement and have no authority to add to, detract from, alter, amend, or modify any provision of this agreement. The arbitrator will not have the right to impose limitations or obligations on either party not specified in this agreement. The arbitrator's ruling will be final and binding on all parties.

The parties may mutually agree, in writing, to extend time limitations at any step of the procedure. Otherwise, however, the time limits in this procedure may not be extended.

During the life of this agreement, the parties will attempt to agree on a permanent arbitrator from the AAA list. If the parties cannot agree, arbitrators will be selected from a list(s) provided by the American Arbitration (AAA), and will follow the AAA procedures in terms of selecting an arbitrator. The Arbitrator fees will be shared equally by the Company and the Union. The arbitrator's decision will be submitted in writing.

Reinstatement of Grievances

The parties acknowledge the importance of a stable, effective and dependable problem resolution process that ensures prompt, fair and final resolution of employee problems. Attempts to reinstate problems properly disposed of violate the principles of collective bargaining in the grievance procedure.

However, in instances where the International Union, UAW, either by its Executive Board, Public Review Board or Constitutional Convention Appeals Committee, have found the disposition improperly affected by the Union or a Union representative, the International Union may inform the Company, in writing, to reinstate the grievance. The Company will not be liable for any claim or damage related to the time period between the last disposition and reinstatement of the grievance.

12. Union Activity

The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving legitimate grievances.

Committeepersons, acting properly in their official capacity, should be free from orders by supervision which, if carried out, would impair the orderly investigation and presentation of grievances. Actions which tend to impair or weaken the grievance procedure, whenever they occur, or in whatever manner or form, are improper.

Committeepersons have a responsibility to the Union and the employees they represent to conduct themselves in a businesslike manner and shall conform to the shop rules. The normal standard of conduct applicable to all employees shall be applied to Committeepersons.

The Company will not deny any representative of the Union, who is fulfilling the duty of administering this agreement, limited to a Committeeperson or Chairperson unless otherwise designated by union, an opportunity to confer with a Manager, another Union representative and/or employees. Proper access is required at investigative meetings between Management and employee(s).

The Unit Chairperson will be allowed reasonable time to conduct union activities and will be paid the appropriate rate of pay for any hours worked above the scheduled shift, with prior approval of Management. Currently, the Unit Chairperson is allowed up to six hours per week to conduct union activities and will be assigned to day shift. Any changes require an agreement, in writing, between Management and the Union. Committeepersons will be allowed a reasonable amount of time to cover calls for union business, if additional time is needed for union business the steward may appeal to their supervisor for consideration of additional time and will be paid the appropriate rate of pay for any hours worked above the scheduled shift, with prior approval of Management.

All Union activities administering this agreement must minimize interference with operations.

The local parties will work together to determine the appropriate number of representatives. The Union will furnish to the Company the names and assignments of

13. Workweek and Relief

Section 1

The workweek will be defined as such:

- (a) Four (4) days within a seven (7) day period consisting of ten (10) hours per day, inclusive of two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period.
- (b) Five (5) days within a seven (7) day period consisting of eight (8) hours per day, inclusive of two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period.

The Company will make every attempt to provide consecutive days off whenever practical, following the customer's schedule.

The above, however, shall not be construed as a guarantee of hours per week or hours per day and, in fact, scheduling may occasionally be done so that work days will be less or more.

Any permanent shift schedule changes will be reviewed with the Union prior to implementation. In the event that shift schedule changes are required, the Company will make every effort to provide fourteen (14) days notice prior to the new shift schedule going into effect.

In the event a new alternative work schedule is required by the customer, the Company will meet with the Local Union to arrange the details of the new alternative work schedule.

Section 2

When an opening occurs in a classification that has a multitude of schedules or start times, employees within such classification, will be given preference, by seniority, to fill the open assignment.

14. Overtime Premiums

Overtime worked will be paid in accordance with the following provisions:

- All hours in excess of forty (40) hours in a normal workweek, will be paid at one and one-half (1 ½) times the regular hourly rate of pay. All contractual and excused time off will count toward the 40 hour requirement.
- All hours worked in excess of the regular scheduled shift (i.e., eight or ten), will be paid at one-half (1 1/2) times the regular hourly rate of pay.
- All hours in excess of forty-eight (48) hours and worked on the seventh day of the employee's normal workweek will be paid at two (2) times the regular rate of pay.
- Overtime hours worked will be excluded as compensable hours earned toward the 40 hour straight time goal. However overtime hours worked will be included as compensable hours toward the 48 hour goal.
- All hours worked on a holiday, as specified in Article 16 of this agreement, will be paid at two (2) times the regular hourly rate of pay in addition to the holiday pay.
- Overtime or premiums provided under any provision of this agreement, shall not be duplicated, (e.g., in case certain hours worked are covered under two (2) premium provisions in this contract, pay shall be computed under each premium and only the greater amount shall be paid.)

It is the Company's intent, if an employee reports to work as scheduled, and sufficient work does not exist, the employee will be paid for one-half (1/2) of their regular scheduled shift. If the employee volunteers to leave early, the employee will only be paid for actual hours worked.

This provision shall not apply when the lack of work is due to a labor dispute, fire or flood.

15. Overtime Equalization

Daily Overtime:

1. Employees will be awarded daily overtime by order of low to high overtime hours worked or refused within their classification and shift.
2. The Company will notify employees of daily overtime at least two (2) hours prior to the end of their shift, or as soon as the need for the overtime is known.
3. In the event the overtime canvass fails to secure the required manpower, the employee(s) with the lowest hours in the classification on the shift, will be required to work.

4. If an employee accepts daily overtime and later elects to refuse the overtime, the employee must notify the supervisor at least two (2) hours prior to the end of their regular scheduled shift.
5. If an employee accepts daily overtime and later elects to refuse the overtime and fails to notify the supervisor two (2) hours prior to the end of their regular scheduled shift, the employee will be charged two (2) times the overtime hours that the employee would have been paid if they had worked. (This is for tracking overtime hours worked or refused for equalization purposes only).

Scheduled Overtime

The following process will be utilized for scheduled overtime:

1. On each Monday, Management will post overtime sign-up sheets for each classification regardless of shift.
2. Management will poll from the overtime sign-up sheet first.
3. When an employee is absent for their regular scheduled shift, in a week that overtime exists, that employee will be polled and will be charged the overtime hours as if they had worked.
4. Employees will be awarded overtime by order of low to high overtime hours worked or refused within their classification and shift.
5. Management will notify employees of scheduled overtime at least twenty-four (24) hours prior to the beginning of the overtime period or as soon as the need for overtime is known.
6. Management will poll the employees that are at work to fill the overtime needs.
7. In the event the process fails to secure the required manpower, the employees with the lowest hours, in the classification on the shift, will be required to work.
8. Management will attempt to equalize overtime on all shifts within the classification subject to operational needs.
9. The Company agrees to provide training and qualifying opportunities for employees to be capable of performing all aspects of the services being provided for GM Flint South Facility.

Holiday Overtime

1. Holiday overtime will be awarded to employees by order of low to high overtime hours within their classification, regardless of shift.
2. Management will notify employees of holiday overtime at least twenty-four (24) hours prior to the beginning of the overtime period or as soon as the need for overtime is known.
3. Employees cannot accept overtime on another shift if they are eligible for overtime on their regular assigned shift.
4. If in the event the process fails to secure the required manpower, employees with the lowest hours, in the classification on the shift, will be required to work.

Mandatory Overtime

1. The maximum number of hours an employee could be mandated to work is an additional one-half (1/2) of their regular scheduled shift.
2. Volunteers can work more than one-half (1/2) shift limitation; however employees who work a double shift will be given the same relief breaks as that shift's normal allotment.
3. Employees will be granted a paid fifteen (15) minute break when the overtime scheduled is not expected to exceed half of their regularly scheduled shift. This fifteen (15) minute break will be provided within the first hour of the overtime period.
4. Employees will be granted a paid thirty (30) minute break when the overtime period is expected to exceed one-half (1/2) of their regularly scheduled shift. This thirty (30) minute break must be provided within the first two (2) hours of the overtime period.
5. Employees scheduled to work overtime may be granted their applicable fifteen (15) or thirty (30) minute break during the last hour of their regularly scheduled shift.
6. If repeated mandated overtime occurs, at the Union's request, the parties will discuss and jointly agree to alternatives to minimize the mandatory overtime.
7. Employees who have volunteered or been mandated for at least a half (1/2) shift will not be subject to an additional half (1/2) shift mandate if there is another employee on the shift to perform the overtime. Such employee will be selected by low hours of equalization list.

Charging Overtime Hours

1. When an employee is contacted for overtime opportunities and declines, the hours will be charged to the record on the basis of hours the employee would have been paid had the employee worked, provided that the overtime is not cancelled. If cancelled, no hours will be charged.
2. Employees who accept overtime and fail to report to work for the overtime, will be charged two (2) times the hours the employee would have been paid had the employee worked. In addition, the absence will be subject to the Attendance Policy procedures.
3. New employees and/or transferred employees will be placed on the overtime equalization list with hours equal to the average hours in the group.
4. If there is a need to call an employee at home for an overtime opportunity, the Company must make direct contact with the employee. If the Company fails to make direct contact with the employee, the employee has no rights to the overtime offered and is not charged as an overtime refusal.
5. Should more than one employee have the same number of overtime hours on the equalization list, the employee with the highest seniority will be offered the overtime opportunity first.
6. Overtime records will be maintained by Management by classification and shift. The overtime hour's list will be posted by the first half of the shift on Tuesday of each week in each area.
7. The current week's equalization list will be used to poll for the following week's overtime.
8. Liability is limited to employees in the classification on the shift based on the equalization list.

9. Hours on all overtime equalization lists will be reduced to zero on the Monday prior to the first day of the New Year and overtime eligibility will be determined by seniority within the classification by shift for the first week of the New Year.
10. Any overtime hours paid through the grievance procedure will be charged to the affected employee's equalization list as if the employee had worked.

16. Holidays

All non-probationary, full-time employees will be granted the following paid holidays:

- National Election Day
- Veterans Day (observed the same day as GM)
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Day (observed the same as GM)
- Good Friday
- First Monday after Easter
- Memorial Day
- Independence Day
- Labor Day

Holiday pay will be paid at the employee's regular straight time rate of pay. In the event the holiday falls outside the employee's regularly scheduled workweek, the employee will receive the day, usually a Friday or a Monday, that the holiday is observed by the GM Flint South Facility, or an alternative, prescheduled day off in the same week. If a holiday is no longer observed by General Motors, the equivalent time will be transferred to PTO.

Non-probationary employees with eighteen (18) months of seniority will be eligible for two (2) paid personal days per year. The two (2) paid personal days must be scheduled in accordance with the vacation procedures in Article 17 Vacations.

To be eligible for holiday pay, an employee must work their regularly scheduled shift immediately prior to and their regularly scheduled shift following the holiday unless the absence is due to an approved contractual absence as provided in this agreement or the employee is placed on lay off status within seven (7) days of the holiday. There will be a fifteen (15) minute grace period at the start of the shift on the requirement to work all scheduled hours preceding and following the holiday.

Appeals may be made to the Site Manager in the event of extreme emergencies or highly unusual circumstances and will be final.

An employee is not eligible for holiday pay if the holiday falls during a personal, FMLA, military leave, work related injury leave, or any other leave of absence.

A holiday that falls in the period in which an employee has scheduled their vacation will not be counted against their vacation entitlement.

17. Vacations

Employees become eligible for paid vacation upon obtaining seniority by completing ninety (90) days of probation as defined in Article 4 Probationary Period. Vacation eligibility is based on seniority as follows:

<u>Years of Service</u>	<u>Vacation Eligibility</u>
Ninety (90) days but less than one (1) year	Sixteen (16) hours
One (1) but less than three (3) years	Forty (40) hours
Three (3) or more years	Eighty (80) hours

Employees on Long Term Disability – Additional vacation time will not accrue when an employee is receiving Long Term Disability benefits.

Example #1 An employee who begins Long Term Disability payments in November and then terminates employment in February will not earn vacation in the year of termination.

Example #2 An employee who begins Long Term Disability payment in November and then returns to work in January will earn vacation in the year in which the employee returns to work.

Vacation notices will be approved and posted according to the following:

1. January 1st through January 31st of each year for the vacation period between February 1st through December 31st. Vacations for the month of January will be granted on first come/first serve basis.
2. Employees must indicate their first, second and third choices for vacation time off in writing.
3. Seniority among employees will determine approval. In some cases, management may not grant desired vacation weeks due to operational needs.
4. Approvals will be decided and posted no later than the first work day a week following the sign-up period.
5. Any employee not applying for vacation, in accordance with the preceding cutoff date, will only be approved on a first come, first served basis for vacation openings not already filled by employees that followed the process. If two or more employees request vacation at the same time, seniority will prevail. Management will approve or disapprove vacation requests within twenty-four (24) hours of receipt.
6. Both parties encourage employees to enjoy time off for vacation. Provided the employee has complied with the above procedures, any vacation not granted due to operational needs may be scheduled for a later time during the year. Any vacation time not used will be lost.
7. Once approved, the vacation time can only be cancelled by the employee.
8. A maximum of ten percent (10%) of the employees, by shift and classification, will be allowed to schedule vacation for the same weeks or days.

Additional people may be granted vacation with the approval of Management and consistent with operational needs. Management will inform the Unit Chairperson/Steward as these conditions occur. Vacations, during shutdowns and model change periods will be granted as agreed by both parties.

In addition, vacation time may be granted in half shift or daily increments upon approval by Management.

Seniority employees will be eligible to use up to sixteen (16) hours of their total vacation days allotted as emergency vacation (E-VAC) days off. The E-VAC days will be granted in daily increments. Employees using E-VAC

days will be subject to the Attendance Policy; if the employee calls in prior to 1 hour before the shift, he/she will not receive an attendance point.

18. Leaves

Personal Leaves

Non-probationary, full-time employees may make a written request, (except in emergencies), for a personal leave of absence without pay. The request must state the nature and duration of the leave. Management may grant such request up to thirty (30) days and has the right to grant an extension upon request from the employee up to two (2) additional thirty (30) day periods. Management may grant employees with less than one (1) year seniority such a leave in emergency circumstances. Health care coverage will terminate on the day after the leave began.

Family Medical Leave

Certain employee(s) are eligible for unpaid leave for certain qualifying circumstances in compliance with the Family Medical Leave Act (FMLA) of 1992. In some instances FMLA leave will be concurrent with other leaves provided in this agreement. Employee may use vacation at their discretion. Nothing in this agreement will impair or diminish any rights or obligations of employees as contained in the FMLA and the Company reserves the right to implement and administer the FMLA policy, a copy of which has been provided to the Union.

Military Leave

Employee(s) who are called to and perform short term active duty as a member of the United States Armed Forces Reserve or National Guard will be granted a military leave of absence, on the basis of the personal leave provision and applicable law. Health care coverage will continue until the end of the month in which the leave began.

Union Leave

Leave of absence for UAW Union activities will be granted to bargaining unit members for the duration of the assignment. The Union will provide written verification of such activities and will attempt to provide at least one (1) week advance notice. Duration of the assignments is not to exceed the greater of five (5) years or seniority of the employee on leave. For short term assignments, no more than four (4) employees shall be requested absent.

Education Leave

Employee(s) who are enrolled in college, trade schools or GED equivalency courses, that conflict with the employee's work schedule, may be given required time off as unpaid to support their continuation of higher education goals. All education leaves will be unpaid and supporting documentation will be required prior to such leave being approved. Approvals will be made by Management or his/her designee and will be based upon operational needs. Health care coverage will terminate on the day after the leave began.

Other Provisions

Employee(s) returning from a leave sixty (60) days or less will return to their classification and shift. Upon return from a leave greater than sixty (60) days, an employee will have return rights as follows, provided the employee has seniority and ability to perform the job.

1. Classification and shift
2. Classification
3. Bargaining unit.

19. Bereavement

When a death occurs in a seniority employee's immediate family as described below, the employee, on request, will be excused with pay to attend the funeral. The employee will be excused for any of their first three (3) or five (5) regularly scheduled work days, (excluding premium days), based on the schedule below, immediately following

the date of death. The employee is obligated to present verification, (an obituary or note from the funeral home), to Management. For the purposes of this provision, immediate family is defined as:

<u>Family Member</u>	<u>Bereavement Days</u>
Spouse	Five (5)
Parent	Five (5)
Child	Five (5)
Grandparent	Three (3)
Grandchild	Three (3)
Current Step-parent	Three (3)
Current Step child	Three (3)
Brother	Three (3)
Sister	Three (3)
Current spouse's parent	Three (3)
Half-brother	Three (3)
Half-sister	Three (3)

Employees may be given an approved leave of absence, without pay, in the event of the death(s) of other relatives which are defined as legal guardian, current spouse's grandparent, current step-brother or step-sister, sister-in-law and brother-in-law.

20. Jury Duty

Employees will promptly notify Management upon receipt of a jury summons. Absences, due to being summoned for either jury selection or jury duty, will be approved. Caravan/Knight FM will compensate employees for that absence as if they had worked on a straight time basis. All pay received for jury duty, excluding travel pay, must be delivered to the employee's supervisor. The supervisor will make a photocopy of the employee's jury check, sign and date the photocopy, return the check to the employee, and forward the photocopy to the payroll department. The employee should retain a copy for their verification.

21. Insurance

The Company agrees to provide medical, dental, vision, disability insurance, life insurance benefits, and an Employee Assistance Program as defined in Attachment A Insurance, subject to eligibility requirements and the company's agreement with General Motors/UAW. An employee will become eligible for the above benefits on the first day of the month commencing with or following ninety (90) days from date of hire.

Policy Controlling

The terms and conditions of the respective policies are controlling, and no disputes regarding this Article are subject to arbitration. The Company will make every effort to work with the employees to resolve concerns, problems or issues with the respective insurance carrier.

Change Carriers

All plan designs, coverage levels and carriers will remain the same for the duration of this agreement except due to economic reasons or for other legitimate business reasons, the Company may elect to change insurance carriers or opt to self-fund the coverage. The coverage under the new plan must be as good or better than the coverage in effect at the date of this Agreement. Before any changes are made, the Company will convene a meeting with UAW Local 659 and the UAW Region to review and discuss and reach mutual agreement on the network and service levels of the carrier in advance of any final selection of the insurance carrier or other changes to the plan.

Government Mandated Health Care

Should, during the course of this Agreement, there be enacted legislation affording or requiring medical insurance on a Federal or State level, and should the Company or its employees be affected, directly or indirectly, then, at the request of either party, the parties will negotiate regarding said subject.

22. General Provisions

Non-Discrimination

The Company and the Union recognize the legal principles in the area of civil rights. We have reaffirmed in this Collective Bargaining Agreement our commitment to this. Specifically, neither the Company nor the Union shall discriminate, harass, or retaliate against any employee because of race, creed, color, religion, national origin, age, sex (including pregnancy), disability/handicap, genetic information, height, weight, marital status, veteran status, uniformed service member status, or any other basis made illegal or prohibited by applicable law, regulation or ordinance. It is agreed that both parties understand the importance of a workspace free from unlawful harassment, discrimination, or retaliation and that all employees are expected to follow the Company's policy, a copy of which has been provided to the Union.

Bargaining Unit Work

Work normally performed by employees of the bargaining unit will not be performed by non-bargaining unit employees, except in the cases where a non-bargaining unit employee is instructing, training, or emergencies.

Management Positions

Seniority employees who take a Management position will maintain all seniority rights under this agreement for ninety (90) days after date of hire into the Management position. After ninety (90) days in the Management position, that person would not be eligible to return to the bargaining unit except as provided for in Article 4 Employment Probationary Period.

New Hire Orientation Program

All new employees will participate in a joint Company/Union orientation program. During the orientation program, the Union may use up to two (2) hours to present Union awareness training.

On-the-Job Injuries

Employees injured on the job will be paid for the time spent receiving medical treatment on the day of the injury. In addition, the Company will pay regular wages for subsequent treatments specified by the doctor for that injury if scheduled during the employee's normal working hours, when such costs are not covered by workers compensation. Whenever possible, such subsequent visits should be scheduled to avoid interference with the employee's regular scheduled work shift.

One Supervisor Concept

The Company recognizes that it is desirable for employees to take instructions from one supervisor. The Company will instruct its' supervisors to relay orders through the immediate supervisor, whenever practical. The parties recognize there may be extenuating circumstances where a situation would require that instructions be given by a supervisor or member of Management other than the immediate supervisor. In such circumstances, no employee will be disciplined for following the last job instructions given.

Joint Activities

The parties recognize the untapped potential benefits to the customer, employees and Company, if a cooperative relationship is established. The parties agree to research the possibilities in creating study teams where needed to address issues such as staffing studies, safety, training, scheduling changes, establishing the team concept, and other important matters. These study teams may include pilots or trial projects to determine the reasonableness of the resolution.

Sourcing

The Company acknowledges the desirability of staffing operations with bargaining unit employees and affirms its intent to do so. In the event the Company has the opportunity to perform work requested by our customer that the Company would otherwise not be able to accomplish while maintaining consistency of service throughout the project, the Company will meet with the bargaining unit to discuss options that would allow the bargaining unit to contain such work prior to any final business decision being made.

In the event the Company has an opportunity for new work of a continuous nature, the Company and Union will jointly establish a temporary rate of pay for no longer than a thirty (30) day period. The Company and Union agree to negotiate a new classification and pay rate within thirty (30) days from when the new work began.

23. Separability

Should any Article, part or paragraph of this agreement be declared unlawful, invalid, ineffective, or unenforceable by federal or state court authority having such jurisdiction, the parties agree that those provisions not sited will remain in full force and effect. In addition, the parties agree to re-negotiate those provisions sited as defined above.

24. Term of Agreement

This agreement will remain in effect from June 4, 2009 through June 4, 2012, unless either party exercises the provisions under Article 25, Procedures to Modify the Agreement or the contract between Caravan/KnightFM and General Motors is terminated.

25. Procedures to Modify the Agreement

In order to modify or terminate this agreement, the party seeking such changes must give written notice to the other party of its' intention to seek modification or termination of this agreement at least sixty (60) days prior to the date this agreement would otherwise expire. Failure to provide such notice will convert this agreement into a year-to-year contract with a sixty (60) day notice being required before this agreement can be modified or terminated.

A conference to establish the collective bargaining process will be held within ten (10) days from the receipt of the written notice. In the event collective bargaining fails to produce a new contract before the expiration date of this agreement in effect, the parties may mutually agree, in writing, to extend this agreement for the purpose of maintaining labor relations harmony while proceeding with the collective bargaining process to forge a new agreement.

26. Successor Clause

In the event of any change in the ownership, Management or operation of any of the Company operations covered by this agreement, by sale, assignment, transfer, lease, merger, consolidation or other change, and provided in the instrument affecting the same, that the purchaser, assignee, transferee, lessee, or other appropriately designated party, as the case may be, shall be fully bound by all of the terms and conditions of this agreement, and that all rights and benefits of employees deriving from this agreement, or any previous agreement, shall remain in full force and effect as against such successor, transferee or other appropriately designated party.

27. Health and Safety

The Company will make reasonable provisions for health and safety of its employees. The Company and the Union agree to jointly cooperate to the fullest extent in the promotion of the safety and maintenance of safe working conditions and practices. It is the responsibility of Management and all employees, to observe safety and health rules. The Union and the Company will establish a Joint Health and Safety Committee, consisting of up to two (2) representatives from both the Union and the Company equally, which will be responsible to review existing safety and health policies and for developing a set of goals that promote the health and safety objectives of the Union and Company, as noted above. This Committee will meet monthly, or as needed as agreed to by the parties.

28. Substance Abuse Testing

It is agreed that Drug and Alcohol use jeopardizes safety and productivity in the work place.

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

Employees who feel that they may have a substance abuse problem are encouraged to contact their local Human Resources Department or their Union Representative. No disciplinary action will be taken against any employee who seeks help through rehabilitation. Both parties agree that rehabilitation is our common goal.

The Company may test Bargaining Unit members if the Company has reasonable cause that an employee is under the influence of alcohol or drugs. Any employee that tests positive for any intoxicating drug or mind-altering drug, alcohol, unlawful drug or narcotic, shall be discharged. Any employee that refuses, or fails to comply with a request to submit to a drug or alcohol screen test shall be discharged. The Company shall pay all drug and alcohol testing.

Employees must inform the Human Resources Department of the consumption or use of non-prescribed or prescribed drugs or substance that may have an effect on the employee's ability to work safely. An employee may voluntarily report their drug or alcohol dependence and shall be granted a personal leave of absence to attend a certified drug and alcohol rehabilitation program. Such an employee shall be subject to random drug or alcohol testing upon return to work for twelve (12) months thereafter. Seniority and all benefits as specified by this agreement shall continue during the period employees are in a rehabilitation program.

An employee discharged under these provisions will be reinstated to employment on a once-in-lifetime opportunity under the following conditions:

- The discharged employee enters a certified drug/alcohol (as appropriate) rehabilitation program within thirty (30) calendar days from the date of discharge.
- The employee successfully completes the drug/alcohol rehabilitation program, which includes a drug and/or alcohol test, and submits satisfactory evidence to the Company of this fact.
- The reinstated employee will be subject to random drug/alcohol testing for twelve (12) consecutive months following the date of reinstatement to employment.
- Employees will only be given one (1) opportunity to enter a rehabilitation program as a result of this Article and if found in violation of the Drug Free Program a second time they will generally be considered a voluntary quit and their employment terminated. However, the Company will consider a second rehabilitation opportunity for employees as circumstances warrant, including length of service and prior good faith efforts toward rehabilitation.

- When the Company has reasonable cause to drug/alcohol test an employee and the employee is found to be in violation of this section, where a serious injury is involved to another person (s) and that after investigation it is determined that the employee causing serious injury is at fault, than that person shall not be entitled to reinstatement under this policy.

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 is required to have two (2) members of management evaluate the situation, and if it is determined by both members of management that there may be impairment, then the Company will require the employee to take a drug and alcohol test to determine alcohol and/or drug levels. Testing positive under this paragraph will not prevent you from requesting assistance as outlined above if proof or verification of a drug or alcohol addiction exists.

If proof of an addiction does exist, you will be considered to be in violation of our Drug Free Policy, the Company work rules, and therefore subject to disciplinary action despite the foregoing, the Company reserves the right to discipline or discharge any employee who tests positive on a drug and alcohol test if the employee's conduct that precipitated the test is otherwise sufficiently serious to warrant discipline or discharge. Employees who test negative shall be paid for all time missed.

The drug screening will be a two-step process, which involves two (2) methodologies to safeguard test results from false positives readings. To assure accuracy in testing and test results, a stringent chain of custody procedures will be followed. The certified testing organization will take precautions to ensure that each test will be conducted properly and that all test results will remain confidential. Positive results will be based on the following levels;

Substance	Initial Screen	Confirmatory
Marijuana	50 ng/m	15 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Amphetamines	1,000 ng/ml	500 ng/ml
Opiates	2,000 ng/ml	2,000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
6acetylmorphine	2,000 ng/ml	10 ng/ml
Alcohol	0.04 or higher	0.04 or higher

Note: The parties agree that an accident alone does not constitute reasonable cause.

The parties agree that preventative measures are important in dealing with the employees' drug or alcohol problems and will make the Employee Assistance Program (EAP) information readily available to all employees and encourage its use.

29. Part-Time Employees

The Company and Union recognize that 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 part-time employees can be hired to help complete the required work on a timely basis. Employees who are on lay-off will be given first opportunity for any work opportunity. If an employee denies an opportunity to work part time on more than three occasions, they will not be offered the opportunity again. They will still have recall rights for full-time employment status in order with their seniority.

The parties recognize the need for part-time employees in some locations. A part-time employee is an employee scheduled to work less than thirty-two (32) hours on a regular continuous basis. A part-time employee is eligible for union membership after a completion of five hundred twenty (520) working hours with KnightFM and/or CaravanKnightFM.

Part-time employees who work more than forty (40) hours in a calendar month shall be required to meet the requirements of a full-time employee for the purpose of initiation fees and dues paid to the UAW International Union.

Employees working on a part-time basis, as described above, will be entitled to an hourly compensation equivalent to the following Company paid benefits provided in this agreement:

- Vacation Time
- Paid Personal Days
- Medical health care coverage for the employee.
- Dental insurance for the employee.
- Vision plan for the employee

The intent of the agreement is not to utilize part-time employees in a manner to avoid hiring of full-time employees. Any location utilizing two (2) or more part-time employees to cover a work week of forty (40) hours each or more, will be required to recall/hire employees on a full-time basis. If the Union feels the Company is not utilizing part-time employees as to the intent of this agreement, the UAW regional director or his designee will first meet with the employer to address their concerns. If the employer fails to correct the concerns following the plan agreed upon with the UAW regional director or his designee, the UAW regional director or his designee may cancel the use of part time employees pending a two (2) week advance written notice of termination to the Company. Any time there are part-time employees needed to perform work the company will contact the UAW servicing representative so that the details can be worked out mutually.

On a monthly basis, the Chairperson will review the call in list, absentee list, and hours worked.

A. Benefits

The Company agrees to make available the following insurance benefits, without cost, to all full-time employees covered by this agreement, when such employees become eligible on the first day of the month commencing with or following ninety (90) days from date of hire, and contingent on the Company's agreement with General Motors. It shall be the responsibility of the employees to properly and promptly complete all necessary enrollment cards.

1. Medical insurance for the employee and their immediate family, the plan provisions will apply
2. Dental insurance for the employee and their immediate family
3. Vision insurance for the employee and their immediate family
4. Short-Term Disability Insurance
5. Long-Term Disability Insurance
6. Life Insurance
 - a. \$40,000 Life Insurance
 - b. \$40,000 Accidental Death & Disability

Optional Insurance

Optional life insurance will be available at the expense of the employee.

401k Plan

The Company agrees to offer to all seniority employees the opportunity to participate in a 401k Plan with a Company match of fifty-five percent (55%) of the first four percent (4%) of an employee's contribution, in accordance with the plan provisions.

The Company agrees to an annual fixed profit sharing contribution of \$416.00 which is subject to the same eligibility and distribution requirements as the 401k Plan. Contributions will be allocated to all eligible employees.

B. Wages

The following schedule sets forth the base hourly rates of pay agreed upon for each classification of workers, of record, as of the date of ratification of this agreement.

All Probationary Employees

\$11.00

<u>Classification I</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Effective Year 3 of Agreement</u>
After 90 Days	\$12.95	\$12.95	\$13.38
After 1 Year	\$13.70	\$13.70	\$14.13
After 1.5 Years	\$14.45	\$14.45	\$14.88

Classification II

After 90 Days	\$13.29	\$13.29	\$13.73
After 1 Year	\$14.04	\$14.04	\$14.48
After 3 Years	\$14.79	\$14.79	\$15.23

Shift Premium

Employees working the afternoon shift will receive fifteen cents (\$0.15) in addition to their hourly rate of pay.

Employees working a midnight shift will receive twenty-five (\$0.25) in addition to their hourly rate of pay.

Temporary Job Compensation

Employees may be temporarily assigned to work outside their classification as emergencies arise. If the rate of pay for that assignment is higher than the rate of the employee's normal classification, the employee will be paid the higher rate for the time worked on the loaned assignment.

C. Attendance Policy

Introduction

Employees are expected to be on the job, on time, every day that they are scheduled to work. Regular attendance is both the employee's responsibility and a requirement of all jobs. Wherever possible, employees should schedule all medical and personal appointments outside of work hours. Unscheduled absences, late arrivals, and early departures are grounds for disciplinary action. Employees who expect to be absent, late or leave early are expected to notify his/her immediate supervisor, as soon as possible, but no later than one (1) hour prior to the start of the shift. The fact that an absence has been reported does not excuse the absence. This policy is a minimum standard for Caravan/KnightFM employees. The Company will comply with all federal and state laws and regulations.

Key Provisions

Progressive point system

- Opportunity to stay out of the system
- Opportunity to reduce points
- Excludes absences for contractual time off

Point Scale

Range from ½ through 8

- ½ point for tardiness or early quit
- 1 point for an absence with advance call-in
- 1.25 point call in later than 1 hour prior to shift
- 2 points for an absence with no call, no show

Stay Out of the System

Available contractual time to stay out of the system includes leaves, vacations, personal days, holidays, and E-VAC days.

Ways to Reduce Points

When a point has become twelve (12) months old, the point will drop from the record. If an employee has perfect attendance for 30 days, meaning no new points are added, ½ a point will be reduced from his or her record.

Scheduled or Mandatory Overtime

Acceptance of overtime creates an obligation to work the time scheduled just like a regular shift and in most cases is the result of special customer request.

In addition, if an employee fails to work mandatory overtime, or is tardy for mandatory overtime, he may be disciplined ranging from informal counseling to discharge, based on the severity and frequency of the incidents.

If an employee is mandated to work on their scheduled day off and they have a scheduled appointment that conflicts with that mandated day, it is the responsibility of the employee to notify his/her immediate supervisor of the appointment. It is the responsibility of the employee to provide documentation for that appointment on their next working day.

Tracking

Points will be tracked on a rolling twelve (12) month cycle. The points will be recorded when the absence occurs.

Disciplinary Action

The following corrective disciplinary actions apply upon accumulation of points:

Three (3) points	Counseling meeting with Union Representative and Management, and written warning.
Four (4) points	Counseling meeting with Union Representative and Management and second written warning.
Six (6) points	Counseling with one (1) day suspension
Seven (7) points	Counseling with two (2) days suspension.
Eight (8) points	Subject to dismissal.

Management is responsible for counseling employees within three (3) working days of the last attendance violation, providing the employee is present.

The Company may waive the advance call-in requirement when Management determines that there are extreme circumstances beyond the control of the employee, which result in the failure to make a call as required above.

Employees may appeal four (4) times in a rolling twelve (12) month period by providing evidence of the inability to work. Upon return to work, the evidence must be submitted to the Human Resources Manager.

Other Considerations

If an attendance violation involves a series of consecutive days, due to a legitimate illness, (unscheduled sick leave), and the Company is adequately notified, the series will only count as one (1) point. However, we must receive satisfactory proof of the illness, or each day of the series will be counted as a separate point.

Extended Illness – After three (3) consecutive days of absence, due to illness, you must present a doctor's statement of care and releasing you to return to work. To return to work, the statement must be signed by the doctor who treated you, and must be on that doctor's stationary.

FMLA – Absences covered under the Family and Medical Leave Act will not be subject to points under this policy, provided that employees following appropriate procedures for reporting their absence, provide required documentation, etc. Leave under any other applicable laws or FMLA leave not meeting the above criteria, will be considered on a case-by-case basis within this policy and in accord with applicable laws.

Attendance Award

Seniority employees with at least one (1) year of seniority, who achieve perfect attendance, (perfect is defined as working all scheduled hours, excluding vacation or other leave entitlement between January 1 and December 31), will receive a bonus of one-hundred dollars (\$100.00).

D. Progressive Discipline

The orderly and efficient operation of the Employer requires that employees maintain proper personal standards of conduct at all times. Maintaining proper standards of conduct are necessary to protect the health and safety of employees and the public, to maintain our customer relations, to protect the Employer's goodwill and interests, and to protect property and provide a quality work environment for employees. As such, the following rules and regulations apply to employees' employment with the Employer.

Violation of Group I work rules will result in employee discharge without warning. Violation of rules Group II work rules, will result in progressive discipline, up to an including discharge, as set forth below. An employee's past disciplinary record, regardless of the rule violated, will be considered to assess which level of discipline shall be granted, except that only rule violations within the past two (2) years will be considered for Group II Offenses will be taken into consideration. The following are the progressive disciplinary steps that apply:

- 1st Step Documented Verbal Warning
- 2nd Step Documented Written Warning
- 3rd Step Documented Written Warning
- 4th Step Documented Written Warning and 3 Day Disciplinary Leave
- 5th Step Documented Written Warning and 5 Day Disciplinary Leave
- 6th Step Discharge

Letter of Understanding – Location Transfers

A bargaining unit employee voluntarily transferring to another bargaining unit position at another location will receive the rate of pay for the new position.

An employee transferring to another location will serve a thirty (30) days evaluation period. At the end of the evaluation period, the employee will either be retained at the new location or transferred back to his/her original location.

Transfers between locations are on a voluntary basis and will be provided based on seniority with the senior employee having first choice. The employee requesting a transfer must possess the skills and ability to perform the job. Any dispute over skills and ability will be resolved jointly by the parties. The employee's seniority date of the purpose of lay off, recall, and job assignments will be the employee's date of entry into the new location.

If employee transfer occurs as a result of two plants merging, the parties agree to meet to discuss the best way to manage the situation.

Letter of Understanding – Required Agreement Modification

If during the course of this Agreement that national agreement between the UAW and General Motors is modified or amended, or any government organization mandates contractual changes that affect either the Employees, the Union or the Company, either directly or indirectly, the two parties to this Agreement will meet to incorporate the required modifications or amendments into this Agreement.

Letter of Understanding – G.M. Employment Opportunities

In the event G.M. should want to hire an employee(s) from within Caravan/Knight FM for permanent employment, Caravan/KnightFM seniority employees, who want to apply for the openings, will be afforded the necessary leave in order to apply for the openings and take the required testing. All seniority and benefits will continue to accrue for up to thirty (30) days. Should any seniority employee return to Caravan/Knight FM they will be placed in the first available position on his/her previous shift.

Due to the operational needs of the business, the Union, the Company and G.M. will work to mutually agree upon the number of Caravan/Knight FM seniority employees who can be made available to apply for the openings at G.M. at any given time.

Letter of Understanding – Vehicle Purchase Plan

Vehicle Purchase Plan

KNIGHTFM SUPPLIER CODE: 853523

Eligible employees of GM supplier companies can save on a new GM vehicle through the GM Supplier Discount program. This outstanding value can be applied to most GM cars, trucks and SUVs simply by requesting an authorization number and presenting it to your GM Dealer.

Just follow these simple steps:

1. Log in to the GM Supplier Discount website, www.gmsupplierdiscount.com.
2. Select your program and begin the simple three-step process.
 - Step 1 — Enter your date of birth and your ZIP Code
 - Step 2 — Review your information and the rules and guidelines
 - Step 3 — Print your new authorization number
3. Present your personal Authorization Number and ID to the nearest participating GM Dealer.

On this site, you can also:

- Read a list of [Frequently Asked Questions](#).
- Browse the latest [incentives](#).
- [Shop for GM vehicles](#) and view supplier pricing.
- Learn about valuable offers from [GM partner programs](#) such as Great Moves by GMAC, GMAC Insurance and the GM Extended Family Card.
- And more.

If you do not have access to a computer, you may call 1-800-960-3375 and request a Form 1753.

You will need to provide proof of employment, i.e., pay stubs or name badge.

Letter of Understanding – Medical Insurance Buy Off

The parties agree, in the event an employee has dual medical insurance coverage, (i.e., covered under spouse’s plan), the Company will allow the employee to sign-off the medical insurance plan and will be paid one-thousand dollars (\$1,000) per calendar year, to be paid at a monthly rate of eighty three dollars and thirty three cents (83.33). Employees not eligible for a full year of medical coverage will be paid on a pro-rated basis, (i.e., employee is eligible for insurance effective September 1st of the current year, will receive one-twelfth (1/12) of the \$1,000 per month through December 1st of the current year).

Employees will be required to provide proof of medical coverage under a different plan to be eligible to participate in the medical insurance buy-off provisions of the Agreement.

In the event an employee has a “qualifying event”, as shown below, the employee has thirty-one (31) days, from the event date, to enroll in the Company’s benefit plan. In addition, an employee may re-enter the plan during any open enrollment period, or within thirty-one (31) days of either the loss of the alternative coverage, or if the employee’s alternative plan has a change in covered benefits or costs.

In order to enroll, the employee contacts the Human Resources Department to notify them of the change in status event and to request benefit forms. The Human Resources Department sends forms to the employee by fax, e-mail, or via U.S. mail. Completed forms are returned to the Human Resources Department within thirty-one (31) days. This means that the forms must be postmarked no later than the 31st day following the event date. Attached to the forms must be documentation verifying the event and the event date.

Marriage	Judgment, Decree or Qualified Medical Child Support Order (QMSCO)
Death of a Spouse	Termination of employment of employee or spouse (voluntary or involuntary).
Divorce, Legal Separation or Annulment	Commencement of employment or initial benefits eligibility of employee, spouse or dependent.
Birth, Adoption and Placement for Adoption	Change in employment status resulting in employee, spouse or dependent becoming eligible for their employer’s plan.
Commence or Termination of Adoption Process	Entitlement to Medicare or Medicaid
Death of a Dependent Child	Dependent child ceases to be a qualified dependent due to age or no longer a full-time student.

Letter of Understanding – Financial State of General Motors

In the event that General Motors files for bankruptcy, or that the contract between the Company and General Motors significantly changes, the parties will meet to discuss the ramifications.