

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MICHIGAN WHEEL OPERATIONS, LLC

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL
UNION ON BEHALF OF ITS LOCAL #421**

September 1, 2020 to August 31, 2023

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PREAMBLE

The purpose of this Agreement is to set forth the wages, hours, and other terms and conditions of employment of those employees represented by the Union. Therefore, in consideration of the mutual promises contained herein, the parties agree as follows.

AGREEMENT

This Agreement is made and entered into September 1, 2020 by and between the Michigan Wheel Operations, LLC, located at 1501 Buchanan St., S.W., Grand Rapids, Michigan, its successors and assigns, (hereinafter referred to as the "Company") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC (USW) on behalf of its local 421, (hereinafter referred to as the "Union.")

ARTICLE 1

Recognition

1.1. The Company recognizes the Union as the exclusive representative for collective bargaining on behalf of employees in the bargaining unit described as follows: Foundry Department employees as detailed in Article 25 employed by the Company at its Grand Rapids plant excluding office and clerical employees, and supervisors.

1.2. The Company recognizes the Union as the exclusive representative of all employees in such unit for the purpose of collective bargaining with respect to wages, hours of work and other conditions of employment.

ARTICLE 2

Representation

2.1. The members of the Union shall elect from their membership a committee of employees who shall serve as the Bargaining Committee, as well as the Grievance Committee, hereinafter referred to simply as the "Shop Committee." It is understood that such committeemen shall represent all shifts and all classifications, regardless of department.

2.2. One (1) of these committeemen shall be elected Chief Steward of the Union.

2.3. The Committeemen and Steward have a task to perform, and the efficient conduct of the Company's operations thus requires the performance of their work. Accordingly, it is understood that all affairs of the Union in connection with this Agreement, including the processing of grievances, will be conducted by these representatives, to the extent practical, during nonproductive work time so as not to unduly disrupt the efficient operation of the Company's business. In the event that it should be necessary

for a committeeman or the chief steward during work time to leave his job to handle any Union matter, he shall first notify his supervisor of the nature of his business and upon entering the area of another supervisor must notify him of his presence.

The Company agrees to pay up to one (1) committeemen including the Chief Steward (Both parties agree that if headcount surpasses 20, an additional committeemen will be allowed) at their respective applicable hourly rate for authorized reasonable time spent during such employee's scheduled working hours, in connection with the handling of grievances or in meetings held at the request of the Company. This shall include receipt of complaints and meetings with management and union representatives, it being understood that there shall be no solicitation of grievances by such committeemen or Chief Steward (or designee). It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between employees.

The Company will hold a Committee meeting when necessary and will pay regular hourly rate for any scheduled working hours spent in such meeting.

2.4. The Company shall not pay for any time spent in contract negotiations unless otherwise agreed to by the Company.

2.5. Subject to Article 2.3 above, the Company agrees that Representatives of the Union upon signing in and out shall have the right to contact Company employees covered by this Agreement during working hours for the purpose of representation under this Agreement under such reasonable conditions as may be established by the Company.

2.6. A leave of absence without pay will be granted upon application in writing by the affected employee(s) for official business such as conventions, workshops, schools and the like relative to representation of the employees covered by this Agreement. Not more than three (3) employees shall have such leave of absence at one time unless such leave is for less than four (4) hours. The Company agrees to cooperate in granting such leaves consistent with the efficient operation of its business, it being understood that the Company shall not withhold such approval unreasonably.

2.7. The Union and its members agree that any collection of dues, assessments, solicitations of memberships, or other internal Union affairs will be conducted only in non-work areas and during non-working time.

2.8. The Union will provide the company a list of current representatives annually. Should any interim changes take place, a revised list will be provided.

ARTICLE 3
Union Security and Checkoff

3.1. It is mutually agreed that all employees who are members of the Union, shall be considered to be a member in good standing if his/her dues are paid as required by the Union. Neither the Union nor its members will use coercion, intimidation, or similar tactics, directly or indirectly to obtain Union memberships. Any employee who quits or is discharged and who is subsequently rehired, shall for the purpose of this paragraph, be treated as a new employee.

It is agreed and acknowledged by both parties that Michigan Public Act 348 disallows enforcement of deleted provisions of this clause from the previous agreement. If Michigan Public Act 348 is overturned by legislation or Judicial action, the parties agree this article shall be enforced as written in the September 1, 2016 to August 31, 2020 contract.

3.2. The Company shall have the right to hire new employees, who are not members of the Union, but such employees immediately upon attaining seniority, or completing ninety (90) calendar days after hire whichever comes later, the Union will be afforded time, (not to exceed 30 minutes) in private, to explain the purpose, objectives, and overall functioning of the Local Union. Temporary or leased employees will be given up to ninety (90) days credit towards their probationary period. Any employee who is a member of the Union shall pay union dues. These deductions will be weekly.

3.3. Union Dues: The check-off for initiation fees, periodic dues and assessments of the Union shall be effective for those employees who execute individual authorizations to such effect on forms to be provided by the Union. Initiation fees of the Union, dues and assessments as designated to the Company by the International Secretary-Treasurer of the Union, shall be deducted by the Company and remitted promptly, (within ten (10) days) to the International Secretary-Treasurer of the United Steelworkers, AFL-CIO-CLC, at the address the International Secretary-Treasurer authorizes for this purpose. A copy of the monthly transmittal to the International Secretary-Treasurer will be sent to the Local Union Treasurer.

3.4. Changes to Union Dues: The sole authorized representative of the Union for the purpose of certifying the amount of any change in monthly dues or initiation fees or assessments to be deducted by the Company shall be the International Secretary-Treasurer of the Union. The Company will continue to deduct dues and initiation fees at the rate in force on the effective date of this Agreement until officially notified of any change.

3.5. Hold Company Harmless: The Union agrees to indemnify and save the Company harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization furnished to the Company by the Union or by reason of the Company's compliance with the provisions of this section.

ARTICLE 4
Probation Period

4.1. All new employees shall be considered on probation for the first ninety (90) calendar days from the date of hire, during which time their employment may be terminated by the Company at its sole discretion. It is understood that the Company may (in a limited number of cases) request for cause an extension of up to thirty (30) days with mutual agreement in writing. After completion of the probationary period, such new employee's seniority will be established as of his hiring date. During orientation of new employees, the Union will be afforded time, (not to exceed 30 minutes) in private, to explain the purpose, objectives, and overall functioning of the Local Union.

4.2. Employees who complete their probationary period will be added to the seniority roster and then have recourse to the grievance procedure thereafter.

ARTICLE 5
Layoff Procedure

5.1. This section will cover the processing of layoffs due to an indefinite reduction in production manpower. Whenever possible, the Shop Committee will be notified 48 hours in advance of the layoff. When a layoff is necessary in a classification, the following sequential steps will be followed:

5.1.1. Seasonal employees will be laid off first, then probationary employees, and then employees with less than 12 months seniority will be laid off by seniority.

5.1.2. If additional layoffs are necessary, the employee(s) with the least classification seniority in the affected classification(s) will be laid off. An individual being laid off in accordance with this section will displace the least senior employee in a classification by shift of which the laid off employee retains seniority rights. Should the employee have no displacement right, the employee will be laid off from the plant until recalled under the terms of Article 6.

ARTICLE 6
Recall from Normal Layoff

6.1. When a job opening occurs, an employee who is laid off from that job classification and who is working in the plant, will be recalled to that job classification in accordance with his classification seniority (in descending seniority order).

6.2. If a job opening occurs that is not filled by an employee with recall rights who is working in the plant, the opening will be filled by the most senior employee with recall rights to that job who is laid off (not temporary) out of the Plant. If there is no one on layoff with

recall rights to that classification except an employee on temporary layoff then such temporarily laid off employee must accept the recall.

6.3. If no individual has recall rights to the open job (including people on temporary as well as normal layoff) the opening will be filled by the job posting process. An employee laid off from the plant may make application for posted jobs.

6.4. When a classification is eliminated, the affected employee may exercise his seniority within his department, then his seniority within the bargaining unit to displace the least senior employee, by shift, in any classification in which the affected employee is qualified under the definition set forth in Article 10.3 or can become qualified within ten consecutive work days on the job.

6.5. When the Company has started the procedure of recalling senior employees to a job classification, it may at its discretion transfer any employee to the job classification to meet production requirements while waiting for the senior employee to report for work. Such use of junior employees does not constitute a violation of the recall procedure and the Company is not liable for payment to the senior employee.

6.6. The following method will be used in recalls by the Company:

6.6.1. The employee will be called by telephone, or notified in person of his recall and the date on which he is to return to work.

6.6.2. If an employee cannot be contacted personally under 6.6.1 above, the Company will send a certified letter notifying the employee of his recall to work and the date of his return.

6.6.3. Any employee notified in accordance with 6.6.1 or 6.6.2 above, who fails to report for work by the end of the proper shift on the third (3rd) working day after such telephone call or personal notice or after receipt of the mailed notice shall be considered to have voluntarily quit unless the employee presents an acceptable reason for his failure to report.

6.7. If the date given in the recall notice is a date beyond the end of the three (3) working day period specified above, then the employee has until the end of the shift of the day specified to report before being considered as a voluntary quit.

6.8. It is the employee's responsibility to maintain his correct address and telephone number on file with the Company's Human Resource Office, and the Company shall not assume any responsibility in the event notices are not received because the last address and telephone number is not correct.

ARTICLE 7
Shift Preference

7.1. Employees will be allowed their choice of shift, in accordance with their relative seniority standing within their classification. Employees who exercise their seniority for shift preference may not do so more frequently than every six (6) months. This six (6) month limitation does not apply to shift changes which result from the Company's assignment of an employee to another shift out of line of his seniority, pursuant to the first two sentences of this section, or to situations involving an employee who initially was affected by another employee exercising his bumping rights. In the event an employee states that he will resign due to getting bumped, the Company and the Union will work to reach a compromise.

7.2. The Company may assign qualified employees out of line of seniority to a shift other than their preferred shift when their skill and ability are needed to start operations on, and/or while junior employees are being trained. Any employee so assigned will not be assigned in excess of a total of fifteen (15) working days within a six (6) month period when junior employees are working on the preferred shift, unless such period is extended by mutual agreement between the Company and the employee.

7.3. The Company may assign junior employees to any shift for training provided no senior employee is involuntarily displaced as a result.

ARTICLE 8
Seniority

8.1. Seniority for the purpose of determining benefits is defined as length of service with the Company since most recent date of hire; shall be determined in accordance with Article 4; shall be by classification, by department if applicable, and by bargaining unit; and shall be applied only as specifically set forth in this Agreement.

8.1.1 For all new hires who begin working in the same classification on the same day, the person whose last name comes first in the alphabet will be considered to have the most seniority.

8.2. The seniority provisions set forth herein shall be applicable to rights within the bargaining unit, and shall be by classification first, then by department when applicable, and then within the bargaining unit.

8.3. The company will furnish the Union with one (1) copy of up-to-date seniority list which will include all employees having seniority rights. A corrected copy will be furnished to the Union once every six (6) months.

8.4. An employee shall lose seniority for the following reasons:

8.4.1. If the employee quits.

8.4.2. If the employee is discharged for just cause and not reinstated.

8.4.3. If the employee is on layoff and does not return to work within three (3) work days after receiving notice to report to work in person or by certified mail, unless reasonable explanation is given for failure to return to work. (See Article 6: Recall Procedure)

8.4.4. If the employee is absent from work for three (3) consecutive work days without reasonable excuse that is acceptable to the Company.

8.4.5. If the employee is laid off for lack of work for twenty-four (24) consecutive months

8.4.6. An employee is on medical leave of absence for eighteen (18) consecutive months.

8.4.7. An employee is on worker's compensation disability leave for eighteen (18) consecutive months.

8.5. Temporary Job Transfers. The Company may temporarily transfer an employee within the unit from one classification or department to another. If there are employees who will volunteer for the transfer, then such employees will be used if they have the qualifications to do the needed work, and can be covered on their regular assignment. If there are no volunteers, then the Company can transfer other qualified employees within the unit. Such involuntary transfers shall not exceed eighty (80) hours per calendar month unless such transfer is to fill in for a person on a leave of absence, vacation time off, illness or work related injury, in which even total period shall not exceed thirty (30) calendar days unless otherwise agreed by the parties. Other things being equal, the junior qualified employee will be transferred. An employee who is temporarily transferred under this Section for the convenience of the Company shall receive his regular rate of pay or the rate of the job to which he moves, whichever is higher, for all work over one (1) hour on the same shift. This Section shall not be used to avoid the job advancement procedure or for discipline. In the event that there are employees on layoff in a classification and the temporary transfer is expected to last for more than forty (40) total man hours, the Company will meet with the Union to determine how the vacancy will be filled.

8.6. The Company may temporarily transfer employees between bargaining units for up to three (3) days per occurrence to cover open positions due to absenteeism, vacation or holidays in the same manner as in 8.5.

8.7. Any employee of the company who has been or who is transferred from a position in the bargaining unit to a position in management shall be credited with full seniority in the department last held before such transfer, and after that point, his seniority in the bargaining unit shall be frozen i.e., he shall not accumulate seniority for any time spend out of the bargaining unit for six (6) months only. If, at the end of the six (6) months he/she remains in the management position, he/she will lose all seniority rights with the bargaining unit. Within the first six (6) month period, unless discharged for just cause, the employee may return to the bargaining unit. If the employee accepts a management position a second time, he/she will automatically lose all seniority rights to the bargaining unit.

8.8. For employees who transfer to a different bargaining unit, the starting rate will be the greater of (a) one dollar (\$1.00) more than that job classification new hire rate; or (b) the current rate of pay, and raises will be given according to skill and ability during the probation period. When the employee obtains seniority, he will be at standard rate.

Note: The starting rate would stay the same as the rate he/she had just left. Pay raises will be given according to skill and ability during the first 90 days at the discretion of the supervisor at which time the employee will be on standard rate.

If the selected employee is disqualified by the Company for proper cause or laid off and has originated from a different bargaining unit, he shall be returned to his original bargaining unit to his previous job and rate of pay if his seniority permits and retain his seniority in accordance with the provisions of the Agreement of the original bargaining unit for a period of one (1) year from the date of transfer. When an employee leaves due to layoff one bargaining unit for another bargaining unit, after one (1) year seniority will be lost in the original bargaining unit.

8.9. The Chief Steward shall be considered as having more seniority than any employees for purpose of layoff and recall only, provided he is qualified to do scheduled work. The Chief Steward will serve on the first shift so that the Chief Steward is accessible to the greatest number of employees and necessary management personnel. If the Chief Steward is not on the first shift at the time of election, the Chief Steward will be transferred to first shift on the first Monday following written notification from the Union that a transfer is necessary.

ARTICLE 9 Grievance Procedure

9.1. A grievance is defined as a violation of the agreement to include, signed letters of agreement and mutual agreements as outlined herein and any mutual agreements entered into during the term of this agreement or benefits and conditions of employment. Whenever an employee, or group of employees have a grievance, the following procedure shall be used:

9.2. Step 1. The employee, either alone or with a committeeman, will submit any grievance orally to his immediate foreman within three (3) working days of the occurrence that precipitated the grievance.

9.3. Step 2. If the foreman does not satisfactorily resolve the grievance, it shall be reduced to writing by the Union and filed with Human Resources within three (3) working days of the oral presentation of the grievance to the foreman. The Chief Steward will make an investigation of the written complaint, and the Chief Steward and Committeemen will meet with the Company and endeavor to reach an agreement. Such meeting will occur within three (3) working days after the written grievance is submitted. If the Company answers, it will do so within five (5) working days of such meeting.

9.4. Step 3. Should the Company fail to give an answer within five (5) working days of such meeting or should the Union be dissatisfied with that answer, the Union may appeal in writing to Human Resources within five (5) working days of the date the decision in Step 2 was due. A meeting at which both parties may have outside representation will occur within five (5) working days after the appeal is submitted. If the Company answers, it will do so within five (5) working days of such meeting.

9.5. Arbitration. If a satisfactory disposition of a grievance is not made in the preceding steps, the Union may appeal the grievance to an impartial Arbitrator by giving the Company written notice of its desire to do so within twenty (20) working days following receipt of the Company's answer under Step 3 above or after a meeting is held under Step 4 above. Within ten (10) working days after receipt of the Union's notice of a desire to arbitrate, representatives of the Company and the Union will meet and attempt to select an arbitrator. If they are unable to agree upon a person to serve as an arbitrator within ten (10) working days, the Union shall request a panel of arbitrators from the Federal Mediation and Conciliation Service, and the parties shall alternately strike names from such panel until only one name remains, and the remaining name shall be that of the arbitrator. The arbitrator shall be limited to the terms of this agreement and shall have no authority to change, add to, or detract from these terms. The decision of the arbitrator shall be served upon the Company and the Union in writing and shall be final and binding upon both parties. The fees and expenses of the arbitrator, including the cost of the hearing room, shall be borne equally by the Company and the Union.

9.6. It is agreed that any settlement of a Grievance reached by the Union and the Company shall be reduced to writing, signed by the representatives of the Union and the Company and shall become final and binding.

9.7. Any grievance must be brought within three (3) working days after the occurrence that precipitated the grievance became known or reasonably could have been known or it shall be considered barred.

9.8. Time limits in this Article are to be strictly adhered to. Failure by the Union to meet the time requirements in this Article shall constitute a withdrawal of the grievance. Failure by the Company to meet such requirements shall constitute a denial of the grievance at such step. These time limitations may be extended upon mutual agreement by the Company and the Union.

ARTICLE 10

Job Posting

10.1. Any new job or a permanent vacancy in an existing position will be posted for three (3) work days and any employee in that unit may bid for the job opening. All postings will include job description, rate of pay, classification and shift. The posting sign-up sheet will be located in the Human Resource Office.

10.2. The employee who transfers to the posted position will receive a rate of pay that is the greater of (a) \$1.00 more than the new hire rate of pay; or (b) his current rate of pay. Increases in pay will be awarded in the same manner the Company follows with the new hires in Article 25.2.

10.3. If no selection is made as defined below among employees from the bargaining unit, the job opening will be posted plant-wide and any employee with seniority in any other bargaining unit may bid, if there are no qualified bidders the Company may hire a new employee. The departmental posting and plant wide posting may be done simultaneously, but the employees within the department will be given priority in the selection process.

10.4. In selecting the employee to fill openings, the Company shall select the senior qualified employee who has bid on the opening: first within the bargaining unit, then the plant. Qualified shall mean skill and ability and any applicable licenses, special training or experience. The selection process shall include a review of the applicants' attendance records and those employees found to be at or beyond the negative three (3) point disciplinary step of the attendance program will not be considered for the job bid. The decisions regarding the selection of an applicant for a position outside of the applicant's original bargaining unit will not be subject to the grievance procedure.

A transferred employee will start a qualifying period on the new job of up to ninety (90) days. If the employee is unable to perform the job in a satisfactory manner, he will be returned to the previous job at anytime within the ninety (90) days. An employee who is transferred as a result of the job bidding process may be disqualified from such job if his attendance is not acceptable to his supervisor. Only unexcused absences may be considered for this decision. The employee will be evaluated, and informed of the evaluation on the new job by the Department supervisor.

10.5. An employee having in excess of six (6) months seniority shall be granted two (2) transfers within the bargaining unit in which he holds seniority in a twelve (12) month period, with a minimum interval of three (3) months between transfers. These time limitation requirements may be waived by mutual agreement between the parties.

10.6. An employee whose period of approved absence does not exceed seven (7) consecutive calendar days, (excluding absence for vacation) may bid in the usual manner for a job opening during such period. The employee must be available for interview during the selection period. Evidence acceptable to the Company that his total period of absence will not exceed seven (7) consecutive calendar days must be submitted by the employee. The Company may select another applicant if the employee is unable to return following the seven (7) calendar day absence.

10.7. An employee may transfer from one classification to another only through the job posting process, layoff bumping process, or through the Humanitarian provision.

ARTICLE 11

Leaves of Absence

11.1. Personal Business Leaves.

11.1.1. An employee with seniority may make a written application for a leave of absence. The employee must state the reason for his request and the number of days desired. The Company shall at its sole discretion, grant an employee a leave of absence for personal business with the approval of the Human Resources Office. Granting of such leave shall be administered uniformly.

11.1.2. A personal business leave of absence may be extended by the Company for an additional period or periods, to a total period of such leave not exceeding ninety (90) consecutive calendar days.

11.1.3. No leave of absence shall be granted under this section for the purpose of enabling an employee to look for or undertake employment elsewhere or self-employment.

11.2. Sick Leave of Absence

11.2.1. An employee who is disabled or who becomes ill, and whose claim of disability or illness is supported by evidence satisfactory to the Company, shall be granted a sick leave of absence by the Company for the duration of the disability or illness up to eighteen (18) consecutive months.

11.2.2. An employee who is granted sick leave of absence upon a verbal request or one made in his behalf shall, at the first reasonable opportunity under the circumstances, support such request with an application in writing and with such evidence of his need for leave

11.2.3. If an employee was on sick leave for three (3) consecutive days, the Company will require him to furnish a physician's statement documenting his disability to work and that he has adequately recuperated and is able to return to work on his job or a job to which his seniority would entitle him.

11.3. Military Service Leave of Absence. Leave of absence for, and reinstatement of, an employee during his period of military service with the Armed Forces of the United States shall be solely governed by applicable Federal law. Employee must provide appropriate paperwork to Human Resources from Commanding Officer indicating the dates the employee is called for service.

11.4. Effect of Falsifying Reason for Leave of Absence. An employee who gives false reason for obtaining a leave of absence is subject to disciplinary action up to and including discharge for so doing.

11.5. Seniority accumulation while on Leave of Absence. During all approved leaves of absence seniority shall be retained and accumulated.

11.6. After February 1, 1993 and with proper notification and written request, leaves of absence for union business will be granted to any employee appointed or elected to a position with the International Union or as a Union Representative with accumulation of seniority for the term of office.

11.7. Insofar as required by the Family and Medical Leave Act (FMLA), the Company will provide eligible employees up to twelve (12) weeks (and in some cases 26) of unpaid, job-protected leave per year for certain family and medical reasons. For purposes of this section only, "year" is defined as a rolling twelve-month period measured backward from the current date, except that leave to care for a covered service member's illness or injury is available in a single 12-month period, measured forward from the date that the leave commenced.

For the duration of the FMLA leave, not to exceed twelve (12) weeks, the Company will maintain the employee's health coverage under the plan in existence at the time of the leave.

The employee must maintain his employee health insurance contribution while he is off work under this article.

All the time off which meets the definitions under the FMLA leave but not limited to the employee's own serious health condition which qualifies the employee for workers' compensation benefits or the Company's weekly sickness and accident benefits, will be charged against the employee's yearly FMLA allowance. This applies even when the employee makes no reference to FMLA at the time the leave is requested or when the employee goes on leave.

Employees who take FMLA leave will be required to exhaust weekly sickness and accident benefits the employee is eligible to use. Employees who use more than five (5) days of FMLA must use vacation time of up to one (1) week/five (5) working days maximum per vacation year.

ARTICLE 12

Work Conditions

12.1. All hours worked in excess of eight (8) in one work day or over forty (40) in one work week will be paid at one and one-half (1 ½) times the regular hourly rate. There shall be no duplication of daily and weekly overtime premium pay.

12.1.1 Employees at or beyond the 3rd disciplinary warning (-6.0 points or more) of the attendance program shall not qualify for the Saturday overtime premium unless they have worked over forty (40) hours that week, except that if the Company makes Saturday work mandatory, the employee will be paid the overtime rate for hours worked on Saturday.

12.2. Double time will be paid for work performed on Sunday. For all hours worked on the Holidays listed in Article 24.1, double time shall be in addition to holiday pay to which the employee is entitled.

12.3. Any regular employee reporting to work, and upon being told by the representative of the management that no work in his department is available, shall be assigned other work in the unit or be paid for three (3) hours at his regular hourly rate unless the failure to provide work is due to circumstances beyond the control of the employer.

12.4. Employees will be allowed two (2) paid three (3) minute wash-up periods during the course of their shift as wash-up time. Employees shall also be allowed one (1) paid twenty (20) minute break period during the course of their shift. When employees are scheduled for an 8 hour shift but are working a ten (10) hour shift for overtime, an additional paid ten (10) minute break will be permitted. This break should be taken after the employee works eight (8) hours. It is the responsibility of each individual to remain at his machine or in productive work for the Company until the end of the shift.

12.5. Overtime will be offered based on seniority to qualified employees in the classification. Saturday overtime requirements will be posted each week by 9am Thursday. If interested in working overtime employee must sign up and commit to work a set schedule. Employees working 3rd shift, will be notified no later than the end of their scheduled work shift on Thursday a.m. If there are not enough volunteers in the classification, then the Company will offer overtime by unit seniority to the qualified volunteers. If there are not enough volunteers, the Company may require the least senior employee (s) in the classification to work such overtime for not more than two (2) hours per day and twenty-four (24) hours accumulative in any four (4) week period, with no more than two (2) Saturdays (not consecutive) during such four (4) week period. Once these limits have been reached, the next most senior person(s) will be required to work. There shall be no required overtime on Sunday unless there is an emergency, unforeseen business needs or other extraordinary need to schedule Sunday work. All voluntary overtime hours worked will count toward the required hours as outlined above.

12.6. The Company shall give notice of required Saturday overtime no later than the preceding Thursday when possible. Except during an emergency, twenty-four (24) hours notice shall be given when required overtime work is necessary on any other day.

12.7. Eight (8) consecutive hours in a regular work shift shall constitute a normal work day. The work week/pay week starts on Sunday and goes to Midnight Saturday night. Five (5) days, Monday through Friday, shall constitute a normal work week. The normal work week will begin with the starting time of the respective shifts on Monday except for third shift operations in which the regular scheduled work week starts with the beginning of the shift on Sunday night.

12.8. It is also understood and agreed that due to operational needs it may be necessary for the Company to assign personnel to starting times other than the normal starting times to facilitate efficient product flow. Such changes will not be of more than one hour before or after normal starting times unless by mutual agreement. Qualified individuals within a classification will be assigned to any starting time changes voluntarily by seniority first and by reverse seniority second. Normal starting times are as follows:

1st Shift	6:00 a.m.
2nd Shift	2:00 p.m.
3rd Shift	10:00 p.m.

The two parties will meet annually on June 1 to evaluate summer hours, based on the current manufacturing requirements, to work a schedule of 5am to 1pm from July 1 to August 31.

12.9 Management may set schedules for four 10-hour days or may work five 8-hour days depending on the business demands with 2 weeks advance notification to the Union. Starting times are as follows:

1 st Shift	6:00 a.m.
3 rd Shift	8:00 p.m.

Employees shall also be allowed one (1) paid twenty (20) minute break and one (1) paid ten (10) minute break period during the course of their shift when working 10-hour days.

ARTICLE 13 New Job Classifications

13.1. When new or changed jobs are created through the introduction of new equipment or processes, methods, changes, or technological changes, the Company shall establish same and shall so notify the Union of the initial trial classification/job and rate of pay, which shall become permanent unless the Union requests to negotiate over the proposed rate and working conditions prior to the end of a ninety (90) day trial period. Upon receipt of such request, the Company shall meet with the Union for purposes of negotiating with respect to the rate of pay and working conditions. The Union may submit any unresolved issues to the grievance procedure commencing at step 3.

ARTICLE 14 Management Rights

14.1. General Management Rights. The parties agree that the Company retains exclusively all the customary and normal functions of management, including, but not limited to, the rights to determine the labor requirements of the Company, to hire, direct, require and schedule overtime, assign, recall, transfer and promote employees, to establish shifts, starting and quitting times, to reprimand, demote, suspend, and discharge employees for just cause, to layoff employees for lack of work or other reasons, and this Agreement shall not be deemed to limit or curtail the Company in any way in its exercise to these rights, unless and only to the extent that a specific provision of this Agreement expressly limits and curtails such rights.

14.2. Exclusive Management Rights. The parties agree that the Company reserves to itself exclusively the selection, the number, the duties and responsibilities of supervision, the regulation of quality and quantity of work, the products to be manufactured, the location of operations, the extent of operations, the number, size and location of plants, the work to be performed, the schedules, the methods, means and processes of work, the selection, procurement and control of raw materials, semi-manufactured goods and finished parts which may be incorporated into products manufactured, the selection, procurement and control of all machinery, tools and equipment, and the introduction of new and improved

methods and facilities and changing of existing methods and facilities; the right to relocate and transfer work and/or equipment to other locations and the right to close all or part of the plants covered by this Agreement. Prior to transferring work and/or equipment to other locations, the company will discuss with the Union the reasons for such transfer and will give the Union the opportunity to suggest ways in which the Union can help in keeping such work at the Company.

14.3. Union Cooperation. The Union agrees to cooperate with the Company at all times in maintaining discipline, and in increasing efficiency and productivity.

14.4. Inventory. The taking of inventory, including the means, methods and personnel to be used, is a management function. The Company will give preference to senior qualified employees who are familiar with the work whenever the Company chooses to use bargaining unit employees for inventory. In the event that the Company chooses to use bargaining unit employees and not enough employees volunteer, the Company may require the least senior employees in the respective bargaining units to perform the required work.

14.5. Rules. The Company has the right to make such reasonable rules and regulations not in conflict with the specific provisions of this Agreement as the Company may from time to time deem best for the purpose of maintaining order, safety and/or effective operations. Any complaint relative to the reasonableness and application of any rule may be considered as a Grievance and subject to the Grievance and Arbitration Procedures. The Company shall first post any such rules (except Safety Rules) for two weeks before enforcing them.

14.6. Subcontracting. The parties recognize that it is desirable to maintain a consistent level of employment at the plant and to provide work for bargaining unit employees where economically reasonable to do so in the judgment of the Company. The parties also recognize that it is necessary for the financial and/or competitive welfare of the Company and its employees that work from time to time be done at some other plant or location, or by other parties either at the plant or at some other location.

Prior to finalizing a decision to contract our work, the Company shall provide the Union with the Intent to Subcontract Notice set forth in Appendix A and, should the Union choose to request a discussion regarding the Company's intent, it must do so in writing within seven (7) work days. The parties will arrange a meeting within seven (7) work days after such notice. These times may be extended by mutual agreement. The Company will not contract out such work until this meeting is held so that it may consider suggestions and comments from the Union regarding the performance of such work by the bargaining unit employees. Following such meetings, if the Company determines to contract out such work and the Union objects, the Union may grieve the subcontracting based upon the limitations set forth above or in 14.7 beginning at Step 3.

The parties understand that the Company prefers to return any such work to the Plants if and when it should become economically desirable to do so in the judgment of the Company, and if the Company has the required capacity and equipment to perform such work at the quality and timeliness of shipment levels it requires.

14.7. The parties understand and agree that the Company will not use the terms of this Article 14 for the purpose of relocating or subcontracting the same work, process, or procedure as has been typically performed in the plant where that work, process, or procedure can be done in the plant at comparable cost, quality, and timeliness of production.

14.8. Any alleged violation of the terms of this Article 14 may be the subject of a grievance under Article 9 and proceed at the third step of the grievance procedure.

ARTICLE 15 Industrial Peace

15.1. Continuous and uninterrupted manufacture and production of goods by the Company and orderly collective bargaining relations between the Company and the Union to secure prompt and fair disposition of grievances are essential considerations of this Agreement. It is agreed that the Union and its members, individually and collectively, will not during the term of this Agreement, call, cause, sanction, take part in, or assist in any strike, picketing, sit-down, stay-in, slow-down, or other curtailment or restriction of production, or interference with work in or about the Company plants or premise.

ARTICLE 16 Profit Sharing Plan

16.1. See Appendix A.

ARTICLE 17 Working Supervisors

17.1. It is not the intent of the Company to have its supervisory employees perform bargaining unit work, but it must be recognized that in some instances and under certain circumstances that it is necessary for supervisory employees to perform such work. Bargaining unit work will only be performed in the following types of situations:

17.1.1. During a period of machine repair and setup work

17.1.2. In the instruction or training of employees.

17.1.3. In cases of emergency.

17.1.4. In the investigation or experimentation of new procedures, quality problem, etc.

17.1.5. In cases of absenteeism that cannot be satisfactorily covered by a temporary transfer but in any event may not exceed 1 hour per day.

ARTICLE 18

Health and Safety

18.1. The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, and will comply with all applicable laws and regulations regarding reasonable protective devices and other equipment to protect the employees from injury and sickness. The employees are required to cooperate with the Company in all safety and health measures and make proper use of any equipment or devices provided by the Company for such purposes.

18.1.1. The Company will use the Grand Rapids Fire Department as first responder for medical emergencies. In addition, the Company will have appropriate first aid supplies and equipment available and will provide first aid training for interested employees.

18.2. The Union shall have the right to appoint a member of the unit as a Union Safety Representative. The Union Safety Representative shall be the "designated representative of the employees" as provided by "OSHA of 1970" to consult with, and accompany the authorized representative to the U.S. Secretary of Labor or the State of Michigan during the course of his physical inspection. The Company agrees to pay the Union Safety Representative for the time spent during his regular scheduled work hours accompanying such representatives in any such physical inspection.

18.3. Safety Shoes. All employees in the plant must wear steel toed safety shoes. The Company will reimburse \$100.00 per employee once a year upon submission of a valid purchase receipt and will be paid out within two payroll cycles from submission date. In the event of a direct/work-related destruction of safety shoes, the Company will reimburse employees for a new pair of safety shoes. (Not to exceed a total of 2 pairs of safety shoes in a 12-month period)

18.4. Prescription Safety Glasses. The Company will contribute toward the cost of prescription safety glasses on the following basis: Once every two years the Company will contribute toward a pair of prescription safety glasses an amount of money that is equal to the reimbursement level outlined in the health insurance policy. This provision does not affect an employee's ability to receive non-safety prescription glasses pursuant to the health policy.

ARTICLE 19
Funeral Leave

19.1. In the event of the absence from work of an employee because of the death of a member of the immediate family of the employee, the Company will grant a paid leave of absence according to the following schedule:

<u>Relation to Employee</u>	<u># of days of bereavement leave</u>
Current Spouse, Children, Step Children	5 working days
Parent, Grandparent, or Step-parent	3 working days
Current spouse's parents, grandparents or step-parents	3 working days
Brothers, sisters, Half-brother or half-sister	3 working days
Brother-in-law or sister-in-law	1 working day

A day shall consist of the employee's regular daily hours at the employee's regular straight time hourly rate. In the event the funeral attendance requires unusual travel time, the employee may be granted an unpaid leave of absence (for that travel time) in accordance with Article 11, Leave of Absence.

19.2. This leave shall not be paid for those days on which an employee is laid off, on sick leave or Workers Compensation, or leave of absence. However, in case of death in the immediate family while an employee is on vacation or transitional work, the employee will receive funeral leave in the same amount he would have received had he not been on vacation or transitional work. The employee will be allowed to reschedule later in the fiscal year, at a time agreeable to the Company, those days of vacation for which funeral leave pay was substituted.

ARTICLE 20
Jury Duty

20.1. Employees serving on jury duty shall be paid the difference between jury duty pay and the employee's regular straight time earnings for time necessarily lost from the employee's regular scheduled work as a result of such jury duty.

20.2 Employees shall return to work on any day they are relieved at or before 10:00 a.m. and not required to report back to jury duty that day in order to be entitled to pay under this Article.

ARTICLE 21
Temporary Employees

21.1. This is to confirm the understanding of the Parties with respect to the Company hiring temporary employees during the summer. The Company has indicated to the Union a desire to hire temporary employees to work during the summer months. These employees typically would be college students. They would be hired at an hourly rate described below, with the understanding that they would be entitled to no benefits whatsoever. The Company also would limit any such temporary employment to the period of February 1 to September 30 for the period of the Agreement, and no such people would be employed if there were any regular employees on layoff. These temporary employees would not acquire seniority rights. Also, these temporary employees would not be asked to work overtime unless all the employees in the department were asked.

21.2. The Union is agreeable to the Company hiring such temporary help on such terms, provided those people conform to the Union security provisions in the Agreement. In addition, the Union understands that, by having such people actively at work, the Company will be able to permit more regular employees to take vacation time during the summer, consistent with the fifteen percent (15) formula already in the Agreement. Such employees would be hired at a starting rate of two dollars (\$2.00) per hour under the top rate of pay for their assigned classification and remain at that rate while a temporary employee and will not be eligible for any paid time off.

ARTICLE 22
General

22.1. Wherever the masculine gender is used in this Agreement or any supplements thereto, it shall be construed to refer equally to either sex.

22.2. Bulletin boards will be made available to the Union for the posting of Union notices relating to meetings, entertainment, or other matters pertaining to the Local Union.

22.3. In the event any of the provisions of this Agreement become invalid or unenforceable by reasons of Federal or State law, now existing or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions herein.

22.4. Definition of Days as used in this contract, the term "days" shall mean working days unless otherwise specified.

22.5. Insofar as may be practical, it is the intent of the Company to utilize its own employees in the maintenance classification in the performance of day to day work to the extent of their abilities. Prior to employing services of an outside contractor when a maintenance employee is laid off, the Company agrees to consider recalling such laid off

employee if he is qualified to perform the work required in a satisfactory manner. The employee will not be required to accept the recall if it is expected to be of a duration of less than one (1) week.

22.6. Humanitarian Requests. Either the Company or the Union Committee may submit to the other, for consideration, occasional special cases in which are involved extraordinary humanitarian aspects. These cases will not digress from the standard seniority regulations unless both parties are agreeable.

22.7. The Company agrees to make payroll deductions for Credit Unions and Banks.

22.8. Any employee required to visit the doctor during working hours due to any sickness, sores, or injury caused by his employment shall receive his pay for such time that day and the employee shall be required to go to the doctor specified by the Employer. He may request to go to his own doctor, provided however, that the Employer authorizes his request before he does so; said doctor to be inside the metropolitan area. However, the Employer will when possible schedule subsequent visits to the doctor during off shift hours to enable the employee the opportunity to work all of his scheduled hours.

22.9. Outside Employment. Employees are not allowed to work in any capacity for any company which is in the same business as Michigan Wheel Operations, LLC, or for any competitor or supplier of Michigan Wheel Operations, LLC. This does not apply to employees who have been given written permission to do so.

ARTICLE 23 Vacation

23.1 The amount of Vacation to which an employee will be entitled during any vacation year (July 1-June 30) shall be determined by the number of years of continuous service completed by the employee as of July 1 of the fiscal year in which vacation is to be taken, in accordance with the following chart:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
3 Months	½ Week
6 Months	1 Week
1 Year	1.5 Week
2 Years	2 Weeks
3 Years	3 Weeks
10 Years	4 Weeks
20 Years	5 Weeks

*New vacation balances will be available 1st full pay period following effective date. Current year balances can be utilized until new balances become available.

23.2. The time when paid vacations under this Article shall be taken shall be selected by the Employees on the basis of their standing on the Classification Seniority List within the department, taking account of any special skills within the department; provided, however, that the Employer shall have the right to fix the maximum number of Employees assigned to each job classification within a department who shall be absent on vacation during each week when vacations are authorized.

23.3. All requests for vacation must be made in writing. The Company will provide a 2 part form for the employee's use.

23.3.1. Requests made 30 days prior to the desired vacation date will be confirmed on a seniority basis, subject to the 10% and 15% vacation rule.

23.3.2. Requests made up to 7 days prior to the desired vacation date will be confirmed based on availability as requested. These requests will also be subject to availability under the 10% and 15% vacation rule. Payment for the vacation time will be made with the last payroll prior to the vacation.

23.3.3. If vacation time is available after applications made under 24.3.1 and 24.3.2 and under the 10% and 15% rules employees may request single days. To be assured of consideration, requests must be made 24 hours prior to the date of the vacation. Payment will be made in the first payroll following vacation.

23.3.4. In order to qualify for vacation as listed an employee must, during the qualifying year (July 1 to June 30) work his scheduled work hours, but in no event less than fourteen hundred (1400) hours. In order to qualify for 50% of his vacation as listed an employee must, during the qualifying year (July 1 to June 30), work his scheduled hours but in no event less than seven hundred (700) hours. The hours included in the minimum standard are hours worked and paid for by the Company.

23.3.5. An employee may use vacation time in ½ day increments provided they are not at the 1st disciplinary step (-3.0 points) or higher.

23.4. An employee who retires, quits, or is dismissed will receive vacation pay on a prorated schedule as described above.

23.5. The rate of pay for vacation will be based on the current base rate.

23.6. All employees will be encouraged to take their allotted vacation time. Vacation time may not be carried over into the next vacation year. If for some reason vacation was not taken in its entirety, it will be lost at the end of the vacation year, but the employee will be paid for the unused vacation after June 30.

23.7 Vacations will be staggered to reduce the effect they have on production. A limit of 10% of the actual work force in the department will be allowed to take vacation from April 1 through September 1 and 15% during the other months. Employees on sick leave, worker's compensation, or layoff will be excluded from this calculation. This will be applied to every week during the year with the exception of the first week of deer hunting and the week between Christmas and New Year's. Our staggered vacation would be based on a seniority list.

ARTICLE 24

Holidays

24.1. The Company agrees that the following holidays will be celebrated on the following dates under this contract:

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
New Year's Day		<u>1/1/2021</u>	<u>1/3/2022</u>	<u>1/2/2023</u>
Good Friday		<u>4/2/2021</u>	<u>4/15/2022</u>	<u>4/7/2023</u>
Memorial Day		<u>5/31/2021</u>	<u>5/30/2022</u>	<u>5/29/2023</u>
Fourth of July		<u>7/5/2021</u>	<u>7/4/2022</u>	<u>7/4/2023</u>
Labor Day	<u>9/7/2020</u>	<u>9/6/2021</u>	<u>9/5/2022</u>	
Thanksgiving	<u>11/26/2020</u>	<u>11/25/2021</u>	<u>11/24/2022</u>	
Day after Thanksgiving	<u>11/27/2020</u>	<u>11/26/2021</u>	<u>11/25/2022</u>	
Christmas Eve Day	<u>12/24/2020</u>	<u>12/24/2021</u>	<u>12/23/2022</u>	
Christmas Day	<u>12/25/2020</u>	<u>12/27/2021</u>	<u>12/26/2022</u>	

24.2. Employees will be paid for 9 holidays based on the above schedule. Employees will be paid at the regular straight time rate of their current labor classification.

24.3. Employees will qualify for holiday pay if they meet the following conditions:

24.3.1. The employee must work the full scheduled work day immediately preceding the holiday and,

24.3.2. The employee must work the full scheduled work day immediately following the holiday.

24.3.3 One or the other of the above requirements may be waived by the Company where an employee requests the day off for a special need and the Company approves it.

24.4. An employee must have seniority in order to be eligible for holiday pay.

24.5. Vacation days, bereavement days, jury duty, military leave, will be considered as qualifying days. Personal days will be considered as qualifying days, provided they are requested and approved in advance.

24.6. If a holiday falls on a Saturday or Sunday it will be celebrated and paid on either Friday preceding the holiday or the Monday following the holiday as determined by the Employer. Due to customer service needs the Employer may split the work force and remain operational on both Friday and Monday.

24.7. If a holiday falls within an employee's vacation, that holiday may be counted as vacation time, however, the employee will not be required to take another day off, but may do so.

24.8. With proper notification (An employee must provide his supervisor as much advance notice as possible, but in any event, no later than the first two hours of the employee's scheduled shift on the day of the absence. It is the employee's responsibility to follow up this request in writing using the vacation request form within 24 hours after return to work), a personal holiday may be taken at the discretion of the employee. Each employee will be eligible for 2 personal holidays in the contract year.

Contract year is:

Sept. 1 2020 to Aug. 31 2021 -eligible Sept. 1, 2020

Sept. 1 2021 to Aug. 31 2022 -eligible Sept. 1, 2021

Sept. 1 2022 to Aug. 31 2023 -eligible Sept. 1, 2022

Employees must have 1 year of service to be eligible for these days. The days are subject to the 10% and 15% vacation rule as described in Article 23.7.

*New personal day balances will be available 1st full pay period following effective date. Current year balances can be utilized until new balances become available.

ARTICLE 25

Economic Agreement

25.1. Wages

	Existing Wage	9/1/2020	9/1/2021	9/1/2022
Helper	\$15.97	\$16.52	\$17.07	\$17.62
Cutoff/Chipper/Grinder	\$17.52	\$18.07	\$18.62	\$19.17
Melt Tech	\$19.45	\$20.00	\$20.55	\$21.10
Molder	\$20.35	\$20.90	\$21.45	\$22.00
Sand System Operator	\$18.95	\$19.50	\$20.05	\$20.60

*New wages to go into effect 1st full pay period following effective date

25.2. New Hires. The starting rate for new hires shall be \$2.00 less than top rate until such time as employee obtains seniority, when he shall receive an increase of \$1.00. Thereafter, the employee's rate shall increase by \$.25 per hour whenever he has received pay for a total of 500 hours until he reaches top rate. The Company may accelerate or waive this requirement for a qualified employee.

25.3. Night Shift Premium. Night shift premium will be \$0.35 per hour for hours worked. Night shift premium will apply to any shift starting after 2:00 p.m.

25.4 Production Line Coordinator. The Company may designate employees to work as Production Line Coordinators. These assignments will be made at the discretion of the Company and will not be subject to the bidding process of Article 10. These positions may be established or discontinued at any time at the sole discretion of the Company. The person filling the position of Production Line Coordinator will continue to perform work in his classification but may be assigned to do special work by his supervisor, which will include training, technical assistance, communication of the work schedules, coordination of the work in an assigned area, and other projects as assigned by his supervisor. Production Line Coordinators shall have no authority to discipline other employees, nor shall they be able to effectively recommend to the Company that any employee be discharged, disciplined, promoted, transferred, or demoted. The rate of pay for this assignment will be between an additional \$0.50 to \$3.00 per hour.

25.5 The Company agrees to limit potential wage loss to an employee when an employee is recalled or bumped to a classification that pays less money. Employees will be "red lined" at a rate of \$1.00 per hour less than their current rate of pay. This means that the employees who are "red lined" will not get future increases until that classification's rate has reached the level of the "red lined" employee or they are recalled to another classification that has a higher rate of pay. This does not apply to a transfer covered by Article 8.5

ARTICLE 26

Health Insurance

26.1. The Company agrees to provide health insurance.

26.1.1. The Company agrees to make monthly premium payments for health insurance coverage of employees as follows for the first year of this Agreement. See Appendix B for rates.

26.1.2. The employees will continue to make contributions toward the cost of the health insurance plan for any amounts in excess of the rates set forth in Appendix B.

These amounts will be deducted from the employees pay. In the event an employee continues coverage during a time when not actively at work, the employee must pay his contribution directly to the Company or his insurance will be discontinued.

26.1.3. Coverage beyond age 19 shall be available where required by law.

26.2. A section 125 plan shall be provided by the company so that employees may pay their share of the health insurance premiums on a pre-tax basis. A separate section 125 plan will allow employee payroll deduction for unreimbursed medical expenses and/or dependent child care expenses.

26.3. Continuation of Health Insurance

26.3.1. In the event of layoff, health insurance will be terminated at the end of the month in which the layoff occurred.

26.3.2. In the case of a worker's compensation case, health insurance will be discontinued one year after the end of the month of the employee's last day of work.

26.3.3. In the event of a sickness and accident claim, health insurance will be discontinued 6 months after the end of the month of the employees last day of work.

ARTICLE 27

Sickness & Accident Insurance

27.1. The S&A benefit will be paid at the rate of \$400.00 per week.

27.2. Workers Compensation Accident Any employee whose work related injury causes him to miss less than seven (7) days work and who is thereby ineligible to receive worker's compensation benefits under applicable Michigan law shall be paid for any such day by the Company at the daily rate provided under the Sickness and Accident Insurance program in any case where the insurer refuses to pay such claim, subject to the Company's right to require proof that such absence was caused by such injury.

27.3. If an employee who receives pay under this provision and also receives payment subsequently under the worker's compensation insurance program for the same time period, then the employee shall reimburse the company for any double payments.

27.4. Sickness and accident insurance coverage is canceled on the day of layoff or on the day of leave begins and shall be reinstated in full effect on the first day of return to work.

ARTICLE 28
401(K)

28.1 The company will continue a 401(K) plan for the period of this contract, for all employees.

28.2 The Company will pay 3% of compensation on behalf of each eligible employee into the Michigan Wheel Operations, LLC Employee Savings and Retirement Plan (“401K Plan”) The term “compensation” will have the same meaning as in the 401K Plan. The Company will also match 100% of an employee’s 401K contribution up to an additional 2% of the employee’s compensation.

ARTICLE 29
Life Insurance

29.1. Life insurance will be provided at no cost to the employee in the amount of \$15,000.00 for employees with less than five years of service and \$50,000.00 for employees with more than five years of service.

29.2. Death benefits (life insurance) of retirees after March 1, 1987 is \$4,000.00. This commitment arises out of bargaining by the Union and the Company, is limited to the duration of this Agreement, and is subject to modification or termination at the expiration of this Agreement. There will be no more entrants to the GMP Retiree classification of Life Insurance after 8/31/2020.

ARTICLE 30
Pension

30.1. Michigan Wheel Operations, LLC has no Pension Plan. There is a Letter of Memorandum pertaining to the pension plan of Michigan Wheel Corporation at the end of this Agreement.

30.2 Employees that were hired and participated in the previous (Michigan Wheel Corporation) Pension Plan, please contact Pension Benefits Group Corporation, “PBGC” at 1-800-400-7242 and reference plan number 21486100 with any questions.

Letter of Memorandum pertaining to Michigan Wheel Corporation Pension Plan

The information below is from Collective Bargaining Agreements prior to the Sale of Michigan Wheel Corporation related to the Michigan Wheel Corporation Union Employees Pension Plan which has been taken by the Pension Benefit Guaranty Corporation.

30.2.1. The minimum guarantees are subject to the same reduction formula as for early retirement.

30.2.2. Exclude temporary summer employees from participation in the plan.

30.2.3. Effective January 1993, language will be included in the Pension Plan Document indicating the following:

1. An employee will complete a "year of participation service" if the employee is employed on the last day of an eligibility computation period and has at least 1000 hours of service during the eligibility computation period. The initial eligibility computation period is the 12-consecutive-month period beginning on the employee's date of employment. After the initial eligibility computation period, the eligibility computation period is each plan year beginning after the employee's date of employment.

2. An employee will earn a "year of vested service" for each plan year during which he has at least 1000 hours of service.

3. An employee will earn a "year of credited service" during each plan year during which the participant has at least 1500 hours of service. If the participant has more than 1000 hours of service but less than 1500 hours of service during the plan year, the participant will receive credit for 1/10th of a year of credited service for each 150 hours of service. An employee may earn credited service only during a time period that he is performing bargaining unit work.

4. An employee shall not earn more than one year of vested service or one year of credited service in a plan year, regardless of his hours of service.

5. In no event will an employee who currently is a participant in the plan receive credit for less than ½ year of vested service and ½ year of credited service for 1993.

30.2.4. Effective May 1, 1999, the minimum monthly benefit shall be increased to \$30.00 per month per year of service for each employee who retires under the Plan on and after that date.

30.2.5. Effective May 1, 2004, the minimum monthly benefit shall be increased to \$32.00 per month per year of service for each employee who retires under the Plan on and after that date.

30.2.6 Effective May 1, 2007 the pension plan shall be "frozen"; that is, there will be no future benefit accruals beginning May 1, 2007.

ARTICLE 31
Duration of Agreement

This Agreement shall become final and binding effective September 1, 2020 and shall remain in full force effect until August 31, 2023. If either party desires to terminate this Agreement, it shall serve written notice of the termination. If neither party shall give notice to terminate this Agreement as provided above, or to modify this Agreement as hereinafter provided, the Agreement shall continue in effect from year to year after August 31st subject to termination by either party on sixty (60) days written notice prior to August 31st of any subsequent year.

If either party desires to modify or change this Agreement, it shall have sixty (60) days prior to August 31, 2023 or any subsequent August 31st date, to give written notice to such effect. Within ten (10) days after receipt of said notice, a conference shall be arranged to negotiate the proposals in which case the Agreement shall continue in full force and effect until termination as provided above.

FOR THE COMPANY

FOR THE UNION

Article 32
Substance Abuse Policy

32.1 At the Union's request, to keep this CBA consistent with past agreements, we have posted the current substance abuse policy into the CBA as it has been in past agreements.

INTENT OF POLICY:

The Substance Abuse Policy is established to:

1. Ensure a safe work environment.
2. Protect employee and Company property.
3. Assure quality performance.
4. Enhance employee and Company security.
5. Comply with the Drug-Free Workplace Act of 1988.
6. Comply with the US Department of Transportation (DOT) Regulations and Public Act 339 of the Public Acts of 1990 of the State of Michigan.

It establishes the Company's policy regarding the possession, sale or use of drugs or alcohol while employed by the Company and describes the methods to be used for drugs and alcohol screening.

APPLICATION:

The policy shall apply to employees when they are on Company time or on Company property, including but not limited to all facilities, land building, structures and installations, and also to automobiles, trucks, and other vehicles, whether owned, leased or used by the Company.

The policy also applies to employee conduct off Company time or property if such conduct in any way affects the employee's ability to safely or properly perform his or her job, if it results in the presence of detectable levels of prohibited substances in the body or a blood alcohol level of .04% or higher while on Company time or property, or if it involves the commission of a crime involving drugs.

STATEMENT OF POLICY:

This policy prohibits the use, possession, concealment, transportation, promotion, transfer or sale of "prohibited substances", defined as:

- I. Illegal drugs or controlled substances, including lookalikes, designer drugs, hemp products, and trace amounts of such substances.
- II. Alcoholic beverages.
- III. Prescription drugs-except under the following conditions:
 - A. Each prescription shall be in the employee's name.
 - B. Each prescription shall be no older than one year from the date issued.
 - C. Employees shall possess only enough medication that is normally required for their current use. NOTE: The Company reserves the right to have a Company

physician determine if a prescription drug or medication produces effects that may restrict the employee's ability to perform his or her job safely and efficiently. This may result in restricting the employee's work activity.

- IV. Any other substance which inhibits the employee's ability to competently or safely perform his or her job.

IMPLEMENTATION OF POLICY:

The following procedures will be employed to carry out this policy.

A. Employee Privacy

Counseling, testing, and inspections will be reasonably conducted with respect and due regard for the personal privacy of each employee.

B. Testing

Employees or potential employees may be required to consent to substance testing, limited to: urinalysis, tests, saliva, blood tests, plasma tests, or breath tests:

1. To be considered for employment.
2. Where there exists reasonable suspicion that an employee has used or possessed prohibited substances.
3. If the employee is found in possession of any prohibited substances or materials having the appearance of prohibited substances or has purchased or sold materials.

If 2 or 3 above occurs, the employee will be placed on suspension for the balance of the shift. If the test results are negative, the employee will be paid for the scheduled hours missed during the suspension.

4. On a random basis where required by law (e.g. DOT).

C. Testing Standards

When a particular test to detect substances is used, the laboratory protocol shall follow the guidelines of the U.S. Human Health and Services Department in force at the time of the test.

D. Inspections

Employees, while on Company property, may be requested to consent to inspection of their persons, vehicles, lunch boxes, personal effects, desks, lockers or similar repositories, etc. when there exists reasonable suspicion that an employee has used, possesses or is concealing a prohibited substance.

E. Reasonable Suspicion

"Reasonable suspicion" for the purposes of this policy, includes: the occurrence of an on-the-job accident or other reasonable objective basis for believing the employee might have violated this policy. A reasonable objective basis shall be defined as a

firsthand observation of the employee's conduct or condition. A management representative shall document in writing the conduct or condition believed to be indicative of a policy violation.

VI. Refusal to Submit to an Inspection or Drug Test and the Consequences of Positive Results

- A. No employee inspection or substance test will be conducted without the employee's consent.
- B. If an employee,
 - 1. refuses to consent to an inspection or drug test,
 - 2. consents to a drug test and the test results are positive, the employee will be counseled in accordance the Company policy at the third step of the normal Company counseling process and is subject to termination. The employee's prior employment record and impact of current behavior will be considered in determining the appropriate course of action.

VII. Right to Challenge

An employee being tested has the right to challenge the accuracy of a positive GC/MS drug test within five (5) calendar days after notification. In the event a challenge is made, a portion of the sample tested shall be sent to another laboratory acceptable to both the Company and the Union. The cost of sending and re-testing the sample shall be borne by the person being tested. IF the results from this GC/MS test contradict the results of the original GC/MS test, the person being tested shall be returned to work and made whole for any loss of wages.

VIII. Last Chance Agreement

Individuals discharged for a violation of the Company's Alcohol and Drug Policy shall be offered the opportunity to enter into a "Last Chance Agreement" where (1) this is the first violation of this policy, (2) the employee did not injure co-workers or damage Company property, and (3) the employee did not possess, transfer, buy, or sell a prohibited substance on Company premises.

Under the Last Chance Agreement, an employee may be returned to employment after ten (10) days under the following conditions:

- A. The employee acknowledges in writing that he/she has violated this policy;
- B. The employee certifies that he/she was successfully treated by a State of Michigan Licensed Drug Rehabilitation Program or State-certified addiction counselor;
- C. The employee agrees in writing to submit to testing on demand for one year.
- D. The employee will be discharged for any violation of the Last Chance Agreement or this Policy.

IX. The Employee Assistance Program

- A. The Company recognizes that an employee's job performance may be adversely affected due to a variety of reasons, including personal problems, emotional illness, substance abuse, etc. It further recognizes that many problems may be treatable, and will support employees who actively seek help for their problems. Employee support is provided within the organization through the Employee Assistance Program.
- B. Employees who voluntarily request assistance in dealing with a substance abuse problem may participate in the Employee Assistance Program. Requesting such assistance will not jeopardize continued employment. However, volunteering to participate in the Employee Assistance Program will not prevent counseling or termination for violation of this policy or any other Company policy.

APPENDIX A

Michigan Wheel Operations, LLC Profit Sharing Plan

The Company will pay the Profit Sharing Plan when the Company has a profitable fiscal year.

APPENDIX B
Health Insurance Rates

The Company will contribute an additional 2% each year towards the cost of the healthcare

It is understood that within the 1st year of this agreement, the Company will explore benefit options via the USW benefit connections at Blue Cross Blue Shield. This potentially could lead to a cost share. (Reduce employee contribution)

APPENDIX C
Disciplinary Clause

All discipline shall be issued within 5 working days.

All suspensions shall take place within 30-days of disciplinary letter being issued. If suspension does not take place within 30-days, suspension will be waived. (Original disciplinary letter will stand and remain in file)