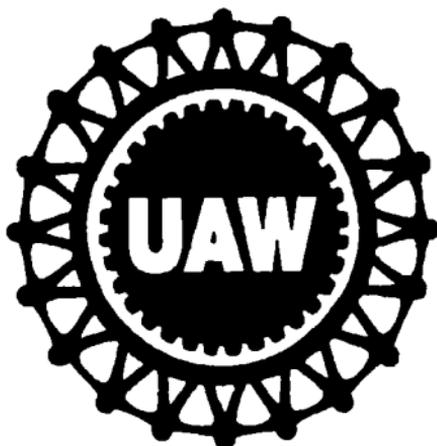


K#9211



**Collective Bargaining  
Agreement between  
Ai Flint / Genesee L.L.C.  
and the  
United Automobile,  
Aerospace and  
Agricultural Implementation  
Workers of America  
Local 659**

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## AGREEMENT

This Agreement is entered into between Ai-Flint/Genesee L.L.C. and the International Union, United Automobile Aerospace and Agricultural Implement Workers of America for and on behalf of U.A.W. Local 659 ("Union"). The parties agree to refer to Ai-Flint and Ai-Genesee as Ai in this contract. When reference is made to masculine gender in this contract, it refers to male or female, whichever is applicable.

### ARTICLE 1 RECOGNITION

#### Section 1

Ai and the UAW agree that this contract is a Local Agreement, which will cover and apply to the operations of Ai, which currently supplies automotive assemblies and sequenced commodities to Ai Customers. The bargaining unit includes sequencers and sub assemblers, forklift operators, janitorial, QSG (1 closed classification), material clerk, maintenance helpers, leaders, and excludes salary and office, clerical, engineering coordinators/technicians, quality coordinators, material coordinators, maintenance personnel, liaisons, and Managers.

#### Section 2

As a condition of employment, all Team Members covered by this Agreement will, on or after the thirty-first (31<sup>st</sup>) calendar day following their date of hire or ratification of this Agreement, become members of the Union and must remain members during the life of this Agreement.

### ARTICLE 2 COMMITMENTS AND RESPONSIBILITIES

#### Section 1 Ai Objectives

Ai's primary objective is to grow and prosper. Since Team Members are the catalyst for this progress, Ai recognizes its obligation to maintain their employment and improve wages and working conditions. Ai accepts Union organizing and collective bargaining as an essential and constructive force in our democratic society.

#### Section 2 Union Objectives

The Union's primary objective is to improve quality of life for its members and their families by assuring they are treated with dignity and provided economic security. In addition, it is essential that workers are afforded the opportunity to master their work environment; to achieve not only improvement in their economic status but, of equal importance, to gain from their labors a greater measure of dignity, self-fulfillment and self-worth. It recognizes, however, the necessity of increasing productivity as a factor in its role in contributing to the development of Ai, a provider of its members' employment and income.

### **Section 3 Common Goals**

1. To achieve the common goal of maintaining and improving the quality of life for Team Members and their families through Ai growth, the parties are committed to:
  - a. Maintaining a prosperous business operation necessary to maintain fair wages and benefits that will assure a satisfactory standard of living and to provide secure jobs with the opportunity for advancement;
  - b. Providing workers a voice in their own destiny in decisions that affect their lives before such decisions are made;
  - c. Ensure the plant is operated under methods that promote, to the fullest extent possible, economy of operation, quality and quantity of output, cleanliness of the plant, and protection of property;
  - d. Working together as a team;
  - e. Providing the world's highest quality service at the lowest possible cost to the customer;
  - f. Promoting full communication over established policies and procedures;
  - g. Cooperating, acting within established standards of conduct and promoting fair and equitable treatment;
  - h. Maintaining a safe work place and using new and innovative programs that could become a model for use throughout the entire industry;
  - i. Resolving Team Member concerns through procedures using problem solving and non-adversarial techniques based on consensus instead of confrontation;
  - j. Recognizing the full worth and dignity of all Team Members, both bargaining unit and non-bargaining unit, and treating each other with respect;
  - k. Constantly seeking improvement in quality, efficiency and work environment through continuous improvement and the elimination of waste;
  - l. Recognizing and respecting each other's rights, and performing all responsibilities with sincerity;

### **Section 4 Ai Leadership Responsibilities**

In carrying out the above commitments, Ai has the exclusive responsibility, except as specifically relinquished in this Agreement, to plan, direct, and control Ai operations, including items such as products to be manufactured; methods of manufacturing, including tools and equipment, schedules or production, and processes of manufacturing or assembling; establishment of standardized work; purchase or making of products or services to be incorporated into the products manufactured or processed; establish standards of conduct, including discipline or discharge for good and just cause; hiring, laying off, assigning, transferring, promoting, training and communicating with all Team Members. In performing these responsibilities, Ai will inform the Union about the following:

1. Any change of top management;
2. Major organizational changes;
3. Annual Ai objectives;

4. Ai's long-range plans and policies;
5. Technological changes that will impact the bargaining unit; and
6. Other major events.

Ai will meet, confer and make its best efforts to reach a consensus with the Union prior to initiating or changing Ai policies relating to terms and conditions of employment. Ai shall make no change in Ai policies contrary to the terms of this Agreement except as by mutual agreement of the parties.

Additionally, Managers will discuss with the Union during the decision making process in response to customer requirements.

### **Section 5 Union Responsibilities**

The Union has the exclusive responsibility of representing its membership regarding all terms and conditions of employment, ensuring they are treated consistent with the terms of this Agreement and that they receive fair and equitable wages and benefits.

The Union accepts the responsibility to promote the common objectives and to cooperate with Ai in administering, on a fair and equitable basis, standards of conduct; attendance plans and problem resolution; to promote constant improvements in quality and productivity; and to cooperate with Ai in dealing with governmental entities.

### **Section 6 All Team Member Responsibilities**

Ai and the Union recognize and accept their responsibility to strive to create and maintain a positive work environment. To accomplish this desired work environment for the present and the future, all Team Members shall have the following responsibilities:

1. Support performance of the total team and actively support other Team Members;
2. Meet reasonable team goals and participate in setting team goals;
3. Work within reasonable Ai guidelines and philosophies;
4. Respect the individual rights of others;
5. Support and abide by reasonable standards of conduct and attendance policies;
6. Promote housekeeping and maintain a safe work environment using 5S principles;
7. Promote continuous improvement by continually looking for opportunities to make Ai more efficient through the elimination of waste in all forms;
8. Achieve quality goals and improve quality standards;
9. Support the team concept; and
10. Assist Ai in meeting customer requirements.

## **ARTICLE 3 SOLE AGREEMENT**

### **Section 1**

This agreement shall constitute the only agreement between the parties; Ai and UAW Local 659 and shall not be modified except in writing and with mutual agreement between all parties. As unexpected issues arise during the life of this negotiated agreement, Management and Union representatives will meet, discuss and come to a satisfactory resolution to the concern to which both parties can abide.

## **ARTICLE 4 JOINT COMMITMENTS**

### **Section 1**

The parties recognize that many unforeseen concerns and problems may arise during the term of this agreement. The parties also recognize that the potential exists for rapid growth, which could lead to concerns, which might affect the employer-Team Member relationship in the administration of the provisions of this agreement. With these realizations in mind, the parties agree that it is imperative that they address such challenges as they arise in a spirit of cooperation.

### **Section 2**

The parties recognize the need for communication and agree to hold weekly meetings to discuss concerns by either party and to inform each other of upcoming events.

## **ARTICLE 5 MANAGEMENT RIGHTS**

### **Section 1**

The broad right of Ai to manage is recognized. Ai, in the exercise of the customary functions of management, may make such reasonable rules consistent with the terms of this Agreement relating to its operation and shall not violate any rights of this Agreement. The right to hire, promote, discharge or discipline for just cause, and to assign work to maintain the efficiency of Team Members, is recognized by both the UAW and Ai as the proper responsibility and prerogative of management, except that Union members shall not be discriminated against as such.

### **Section 2**

If any Team Member or the UAW believes that an exercise of Management Rights violates one or more provisions of this Agreement, the matter shall be subject to the grievance procedure. The Union reserves the right to question the reasonableness of any new rules or regulations through the grievance procedure.

## **ARTICLE 6 DISTRIBUTION OF AGREEMENT**

## **Section 1**

Copies of the Agreement will be printed and distributed to all Team Members. New Team Members will receive a copy of the Agreement during orientation. Each Team Member is expected to sign a form acknowledging receipt of his/her copy of the Agreement.

Ai will be responsible for the printing, and will bear all printing and costs. The UAW will be responsible for distribution of the Agreement and any subsequent Memorandums of Understandings during the life of this agreement.

## **ARTICLE 7 PERFORMANCE OF BARGAINING UNIT WORK**

### **Section 1**

Ai recognizes the International Union, UAW, Local 659 and any representatives that the International Union may assign to assist in the handling of matters affecting the relations of the parties; subject, however, to the provisions of Section 9(a) of the Labor Management Relations Acts of 1947.

### **Section 2**

When new Team Members are hired, the UAW will be notified of the Team Member's name, home address, phone numbers, social security number and seniority date.

### **Section 3**

There shall be no discrimination against any Team Member because of membership or activity in the Union.

### **Section 4**

The Committeeperson or his/her designated alternate shall be permitted reasonable time to investigate, present and process grievances on Ai property without loss of time or pay during regular working hours. Where mutually agreed to by the Local Union and the Plant Manager, the Committeeperson or his/her designated alternate shall be permitted to work off the property, without loss of time or pay, this will also apply to the Ai negotiation committee. Such time spent in during regular work hours shall be considered working hours in computing daily and/or weekly overtime. The parties recognize that unique situations may arise requiring that more time be spent on Union matters than is specified in this agreement. The remainder of such person's time shall be spent performing bargaining unit work. Management will work in a spirit of cooperation with the UAW to conduct the above-mentioned duties.

### **Section 5**

Ai will provide an office for Union business. Ai and the Union will mutually agree upon a suitable location for a work center. This office will contain a computer, desk, filing cabinet, chairs, and telephone for local calls only.

## **ARTICLE 8 REPRESENTATION**

### **Section 1**

It is agreed that as Ai's business develops, the ratio of Committee Body to Team Members will be reviewed and adjusted accordingly to maintain adequate representation for the Team Members.

### **Section 2**

The Committee Chairperson will be allowed reasonable time to conduct normal Union business as required. The Chairperson will keep the Shift Manager and/or Plant Manager informed to issues that need his/her attention.

### **Section 3**

Bargaining committee (including alternates) shall head the seniority list on their crew (shift) during the term of their office for recall and layoff purposes.

### **Section 4**

When an alternate is required to perform union duties, they will be given the same consideration as the absent elected committee person.

### **Section 5**

Elections held for the selection of Union Representatives and other offices of Local 659 Flint/Genesee may be conducted in the Flint/Genesee facilities.

## **ARTICLE 9 INTRODUCTORY PERIOD**

### **Section 1**

*For every new Team Member hired to work at Ai, there is a 90-day introductory period. Every new Team Member will be considered introductory Team Members and will be subject to the 30, 60, and 90-day performance review process to help them become successful Ai Team Members. Management and the Union will review all performance evaluations with Team Members upon their completion. If a Team Member is unable to meet the expectations of Ai, after receiving proper training and feedback allowing them an opportunity to improve their performance, Ai will terminate the Team Member's employment. Team Leaders, Backup Team Leaders and or certified trainers will be responsible for training new Team Members.*

After the 90-day introductory period, the established process for corrective discipline will be followed to help Team Members succeed at Ai.

For bereavement the Team Member will be allowed to take time off under the bereavement policy on an unpaid basis. During the introductory period the Team Member attendance will follow the Introductory Team Members Attendance policy. If, as a result of an extenuating circumstance the Team Member misses work the Company and Union will sit down and discuss the situation.

During the introductory period, a responsible Manager, Team Leader and UAW representative will carefully review the Team Member's job performance, attendance, attitude, work habits, and overall interest in the job. Team Member's will have an opportunity to affirmatively demonstrate to their Manager and to other Team Members that they are a desirable Team Member.

### **Section 2 Attendance**

The process for hiring hourly Team Members assigned at Ai begins with a predetermined introductory period.

During this introductory period one of the determining factors, is dependability. Team Members participating in Ai's introductory period are required to have acceptable attendance.

### **Introductory 3 Point No Fault Attendance Policy**

Team Members are expected to be reliable and punctual in reporting to work. Absenteeism and tardiness not only places a burden on other Team Members, but also affects our ability to meet customer requirements. Therefore, it is important that all Team Members are present at work and on time on a regular basis.

### **Definition of Terms Used In this Policy**

**Absence occurrence-** if a Team Member is absent for one (1) working day, he/she will be charged with one (1) point. Team Members who report to work more than 4 hours (Ai-Genesee) / 5 hours (Ai-Flint) after the start of the shift will be charged one (1) point.

**Tardy** If a Team Member is tardy, less than 4 hours (Ai-Genesee) / 5 hours (Ai-Flint), from the start of the shift, he/she will be charged with one-half (1/2) of a point.

### **Attendance/ Tardy Procedure**

The point system is a rolling year and will not be cleared at the end of each calendar year. Each Introductory Team Member begins with three (3) points. As the Team Member reaches the number of points listed below, the following actions will be taken:

With **proper planning** and use of available leave options (see Personal Leave of Absence section); Team Members should rarely have a situation where attendance results in progressive discipline.

## Attendance/Tardy Point Schedule

(For all scheduled and self-scheduled workdays)

### Points

### Result

2 points

Meet with a Manager to review attendance record and ensure understanding of attendance policies and available options to avoid further points. **A Written Warning Letter** will be issued and reviewed that explains attendance status, policies and expectations. Copy to personnel file.

1 points

Meet with a Manager to review attendance record and ensure understanding of attendance policies and available options to avoid further occurrences. **A Final Written Warning Letter** will be issued and reviewed that explains attendance status, policies and expectations. Copy to personnel file.

0 points

Meet with a Manager to review attendance record and ensure understanding. **Termination** will be issued. Copy to personnel file.

### **No Call No Show**

One No Call and does not show up for work - will result in termination.

Calling to report a late arrival, and then failing to report for work without calling back to report an absence, is as disruptive as a no call, no show. Such circumstances are treated as a no call, no show.

If a Team Member is going to be late or absent from work, then the Team Member must call in during the first three (3) hours of scheduled work time. The Team Member must call in every day that they are absent. If the Team Member fails to call in and does not report for work during the first three hours then the Team Member will be considered a no call, no show. Such circumstances are treated as a no call no show and will result in **termination from employment**.

After completion of the introductory period the Team Member's attendance will follow the attendance policy for non introductory Team Members minus the points they may

have received during their introductory period.

### **Section 3 Orientation**

All Ai Team Members are required to participate in an Ai orientation program. The purpose of this orientation is to fully acquaint Team Member's with all aspects of Ai, including: its corporate philosophies and mission; UAW Agreement, policies and procedures; products; production processes; plant facilities, and equipment; structure; safety; beliefs; cost structure; and information about its customers and their expectations. Committee body will be present to explain and rollout the Agreement.

Additionally Team Member's will learn our process, receive training in quality procedures, and learn the basic tasks and expectations of their work assignment at Ai.

We believe our orientation program is among the finest in the business today, and demonstrates Ai's commitment to the education and training of all Team Members working at its facility.

During the orientation period, Team Members must demonstrate:

1. Understanding and compliance with all Ai expectations;
2. Ability to learn new skills quickly;
3. Commitment to Ai's workplace philosophies and values; and
4. Knowledge of Ai's core business activities.

### **Section 4 Seniority**

Upon completing his/her introductory period, his/her seniority date will be recorded as his/her first day worked.

A new Team Member will serve an introductory period for his/her first 90 calendar days (introductory period may be extended due to business interruption i.e. layoff, internal or external strike, scheduled shut downs). When seniority dates are the same, the highest last three digits of each Team Member's social security number will be the determining factor; 999 being the highest.

### **Section 5 Benefits/Grievance Procedure**

During a Team Member's introductory period he/she is not entitled to any benefits provided for under this agreement with the sole exception of his specified wage rate. Access to the grievance and mediation procedure will be available to an introductory Team Member after 60 days of employment.

### **Section 6 Layoff and Recall for Introductory Team Members**

The parties hereby agree that Team Members who have not established seniority by being employed for 90 continuous days and are laid off for a period of time greater than 60 days are required to reestablish the 90 day introduction period beginning on

the first day worked after recall. Upon successfully completing the introduction period, the seniority date is established as the first day worked following the recall.

For Team Members laid off less than 60 days, time worked prior to the layoff applies towards the 90-day introduction period. Upon successfully completing the introductory period, including time worked prior to the layoff, the seniority date is established going 90 consecutive days backwards from that date.

Benefits and provisions agreed to in the contract go into effect upon completing the introductory period and establishing a seniority date.

## **ARTICLE 10 CROSSTRAINING**

### **Section 1 Job Rotation**

Ai and the Union believe that job rotation promotes safety and improved job skills. Team Members will rotate to different jobs for which they are qualified as determined to maintain a safe work environment. Team Members including absenteeism replacement will rotate and/or will be trained to do different jobs as determined to maintain a safe work environment.

### **Section 2 Job Re-assignment**

In the event that Team Members have to be re-assigned to cover duties outside of their designated team, the following process will be used:

1. The team will be solicited for volunteers to temporarily go to a different team.
2. If there are no volunteers, the lowest seniority Team Member will be required to temporarily go to the different team.

## **ARTICLE 11 BASIC RULES OF CONDUCT**

### **Section 1**

Every city, nation, and society has rules for the orderly conduct of business. People cannot live and work together successfully and enjoyably without order. Thus Ai is the same way; we need to have certain reasonable policies and rules for the conduct of our business. Our most important rule is the "rule of reason." In other words, we expect everyone to act reasonably and responsibly. However, there are a few basic rules that must not be violated under any circumstances. Violation of these kinds of rules may result in disciplinary action, up to and including immediate termination. The following list is not, of course, all-inclusive but does offer some good examples of the basic rules.

### **Section 2**

#### **Category I- Subject To Immediate Discharge**

Team Members who conduct themselves in the following manner are subject to immediate discharge:

## **1. THEFT**

Ai views all theft of property owned by Ai, Team Members, suppliers, or customers of any size or magnitude as a serious offense.

## **2. FIREARMS & EXPLOSIVES**

Firearms and explosives are not allowed on Ai premises.

## **3. SELLING and/or POSSESSION OF CONTROLLED SUBSTANCES**

The selling and/or possession of controlled substances on Ai premises are considered not only a serious offense but also a violation of the law.

## **4. FIGHTING**

A physical attack on any Team Members will not be permitted (not including self-defense) or possession of any object used as a weapon to do bodily harm while in the service of Ai or on Ai- property.

## **5. FALSIFYING AI RECORDS and/or ATTEMPT TO DEFRAUD**

Team Members should not intentionally supply false information or misleading information in order to obtain funds, payments or personal favors. Team Members or applicants must never falsify any application, medical history record, invoice, paperwork, time sheet, time card, or any other document including tampering with or bypassing error-proofing equipment.

## **6. SABOTAGE**

Intentional or premeditated acts of damaging Ai property, equipment and/or products.

## **7. SEXUAL HARASSMENT**

Unwelcome sexual advances, verbal or physical sexual conduct or any behavior of a sexual nature that creates an intimidating, hostile or offensive work environment. Sexual harassment is illegal and a violation of Title VII of the Civil Rights Act. Ai will not tolerate sexual harassment of its Team Members by fellow Team Members or outside business associates. A decision to discharge will be based on a thorough investigation of the charge.

## **8. THREATS**

Any threat or intimidating act directed at another Team Member including threatening remarks. Threats made that would require the shut down of operations to ensure the safety of all Team Members.

## **9. DELIBERATE/RECKLESS ENDANGERMENT**

A Team Member who intentionally/knowingly fails to follow Safety Procedures, which could jeopardize himself, or another Team Member's safety. Follow Lockout-tag out procedures when machine is locked out for any reason.

## **10. UNLAWFUL ACTIVITY**

No Team Member is to engage in any activity contrary to local, state and federal law.

### **Section 3**

## **CATEGORY II ACTION SUBJECT TO A TWO (2) STEP DISCIPLINARY SEQUENCE**

*The Second group of actions or behavior involves the following steps in order:*

**First Offense:**

**Three (3)Day Suspension**

**Second Offense:**

**Discharge**

### **1. SLEEPING**

Under no circumstances should Team Members sleep during their scheduled working hours (except during lunch or breaks).

### **2. JOB ABANDONMENT**

Team Members should not leave the plant premises without notifying Management during times other than scheduled lunch breaks. A Team Member should notify Management when leaving the plant. Team Members must punch out and then punch back in. Failure to notify Management before leaving the premises will be considered an unexcused leave and will be subject to action for insubordination.

**Paid Breaks** – Team Members must remain on Company premises during paid breaks.

**Unpaid Lunch** – Team Members may leave the Company premises during unpaid lunchtime.

### **3. INSUBORDINATION**

Team Members will not refuse to perform any legitimate work assignment. If the Team Member refuses; then a "direct order" will be given in the presence of a UAW representative. If the assignment is viewed as a health or safety issue, the Shift and/or Operations Manager, Safety Team and a Union representative will be contacted immediately to resolve the health or safety issue raised by the Team Members.

### **4. THREATS OF INTIMIDATION**

Ai will not tolerate any such conduct. Statements such as: slurs regarding a person's religious, racial, ethnic, or sexual orientation, threatening remarks or obscene/lewd gestures are considered verbal abuse.

## **5. DAMAGE OR MISUSE OF PROPERTY**

Intentional abuse or destruction to Ai property is not tolerated. Team Members must not use without authorization; equipment, vehicles, or other property of customers, vendors, other Team Members, or Ai's. Including tampering with and/or disengaging any error proofing equipment.

## **6. DELIBERATE VIOLATION OF QUALITY PROCEDURE**

A Team Member who intentionally / knowingly fails to follow quality procedures and/or processes which could jeopardize Ai's continued relationship with it's Customer or jeopardizes the Quality Standard required to maintain current business or the development of new business.

### **Section 4**

#### **CATEGORY III - ACTION SUBJECT TO A SIX (6) STEP DISCIPLINARY SEQUENCE**

The third group of actions or behavior involves the following steps in order:

<b>First Offense:</b>	<b>Coaching</b>
<b>Second Offense:</b>	<b>Verbal Warning</b>
<b>Third Offense:</b>	<b>Written Warning</b>
<b>Fourth Offense:</b>	<b>Three (3) Day Suspension</b>
<b>Fifth Offense:</b>	<b>Ten (10) Day Suspension</b>
<b>Sixth Offense:</b>	<b>Discharge</b>

#### **1. FAILURE TO REPORT INJURIES/ACCIDENTS**

All injuries, regardless of type or severity, must be reported to a Manager immediately. Failure to report cases may be a potential threat to the Team Member's health if the injury becomes worse. Failure to report cases creates problems with the insurance carrier in documenting an injury, which occurred at work.

#### **2. FAILURE TO USE SAFETY DEVICES / EQUIPMENT**

Ai shall provide healthy working conditions and provide adequate devices with regard to safety and sanitation. All machinery and equipment Ai furnishes shall meet with the required legal standards of safety and sanitation.

Team Members are responsible to run their machinery and to perform their jobs in a reasonable and safe manner. All Team Members must comply with the Hazardous Communication Standard and Hazardous Waste Regulations.

**Personal Protective Equipment** - Wear earplugs or other provided noise protection at all times while in designated areas; Wear gloves and arm protective garments at designated work stations; Team Members must wear Anzi approved safety glasses while in the plant. Prescription Safety Eye Wear program is available to Team Members.

**Machine Safety** – Turn off all machinery before cleaning and/or changing over the machine. Keep all air hoses and electrical cords off floors and clean oil spills. All machinery must be operated with guards or safety devices properly in place and in working order. Do not fault out emergency stop devices. All stations must be run from a standing position, except those that are so designated.

**Pedestrian Safety** – Be aware of Hilo traffic at all times; make yourself seen and respond appropriately to driver's directions. All pedestrians must use designated walkways whenever available.

### **3. HORSEPLAY**

Team Members should not engage in practical joking, throwing material, running in the plant, distracting attention of other Team Members, or other actions which can be detrimental to the interest of Ai or other Team Members.

If an injury results from such conduct, Ai will consider the circumstances and severity in determining if the conduct warrants corrective action as either a Category II or Category I infraction.

### **4. DISPOSING OF MATERIAL**

Team Members should dispose of contaminated waste material in their proper containers.

### **5. POSTING MATERIAL**

Team Members should not post or paint any signs on Ai equipment or property either inside or outside the plant area without prior approval from Ai.

### **6. SOLICITATION/DISTRIBUTION**

Solicitation by a Team Member of another Team Member during the working time of either Team Member for any reason is strictly prohibited in all working areas at all times. Solicitation and distribution by non-Team Members is prohibited on Ai premises at all times.

### **7. TELEPHONE AND TELEPHONE DEVICE USE**

Personal calls, with the exception of emergencies, can be made during breaks or lunch. Personal cellular phones, beepers, or other telephone/cellular devices are only to be used on breaks unless approved by Management. The use of Ai telephones is not allowed unless permission is granted by a Manager. Please advise family and friends to limit incoming calls to emergencies only.

### **8. ENTERTAINMENT EQUIPMENT**

Entertainment equipment, such as personal radios, televisions, stereos, tape recorders, CD players, cameras, camera phones and personal appliances etc. are not permitted in the plant unless approved by Management for special occasions.

## **9. READING**

During regular work hours, Team Members should not read material, which is not related to their employment at Ai (except during lunch or breaks).

## **10. SMOKING**

Smoking in designated areas only.

## **11. EATING/DRINKING**

No eating in the production or warehouse areas (hard candy, gum, etc. are allowed). Beverages may be consumed at workstations from break-proof, spill proof containers.

## **12. HOUSEKEEPING**

Break down all cardboard boxes for recycling if required. Place all other trash in trash bins. Return all tools and materials to their correct place after use. Keep all aisles and exits clear. Keep work areas clean, neat and orderly. Team Members shall bus their own tables in the lunchroom and wipe up any spills or messes.

## **13. APPROPRIATE ATTIRE**

Wear leather shoes or boots (including leather-top athletic shoes), with non-slip soles, at all times when working in the production area. Canvas or other "soft" shoes, sandals or other "open toe" or heeled shoes, or untied lace shoes are prohibited. Steel-toed safety shoes may be required for certain jobs as designated;

Team Members should wear clothing conducive to safe work habits of. Ai reserves the right to refuse Team Members to enter the work area clothed in any manner it deems inappropriate. Examples of prohibited clothing include, but are not limited to: loose shirttails, fringed garments, shorts that are more than three (3) inches above the knee, halter tops or other tops that expose the midriff, tank tops or other sleeveless shirts, and loose-fitting jewelry of any kind that may fall off or come in contact with mechanical equipment (necklaces, bracelets, large rings, ear rings etc.); Keep long hair in a manner that the safety of the worker is not in danger.

## **14. CONDUCT & ATTITUDE**

Courtesy is the responsibility of every Team Member. Each Team Member is expected to be courteous, polite, and friendly to our customers and to his/her fellow Team Members. You must not be disrespectful to a customer or Team Members, use profanity, or engage in any activity that injures the image or reputation of our Ai.

## **15. CONFIDENTIALITY**

Occasionally, research and development work, which Ai performs on its customer's behalf, is designated as confidential. In this event, customer security and Ai owned designs and processes must be protected by tight secrecy. All drawings, sketches,

quotes, contracts and customer, Ai or Team Member information is confidential and, as such, valuable. To protect this value, do not discuss customer, Ai, or Team Member proprietary information with people outside Ai. Breach of secrecy may cost the Ai future business. Team Member information will not be shared with any person except authorized Ai Managers, UAW and governmental entities unless the Team Member gives written authorization.

#### **16. CONFLICT OF INTEREST**

It is our policy to forbid Team Members to deal in any other business that competes with Ai. If Team Member's think that there is a possibility that they may have a conflict, it is their responsibility to notify their Manager.

#### **17. GIFTS AND GRATUITIES**

We understand that many business relations are enhanced away from the work site. However, Team Members must not request or accept any gift or gratuity of any kind from a customer or supplier that may place them in a compromising position. If Team Member's have any questions regarding the acceptance of a specific gift or gratuity, they should see their Manager.

#### **18. POOR PERFORMANCE/STANDARD OPERATING PROCEDURES**

Team Members must make every effort to learn their job and to perform at a satisfactory level. Team Members who received documented proper training and who fail to maintain a satisfactory level of performance may be subject to discipline. Team Members should perform his/her job according to the job instructions established for each job. If problems should occur which require additional assistance, the Team Members should report any issues to the Manager.

#### **Section 4**

If Team Member's have any questions about these basics, or what is expected of them as a Team Member, they should discuss them with their Manager and the Union.

Nothing in this section will prevent or limit Ai, from taking immediate action at any level, up to and including termination for just cause, as it deems appropriate. Team Member's are required to abide by all rules, regulations and policies set forth, as well as those that apply to their particular assignment. These rules are made to protect the Team Members, Ai and our customers from injury or other threats and to promote harmonious, efficient working practices

#### **ARTICLE 12 SAFETY AND HOUSEKEEPING**

Ai and the Union are committed to providing a safe, sanitary and pleasant environment in which to work, but the ultimate responsibility for safety lies with each Team Member. Ai is certainly not a hazardous business, as long as every Team Member is

mindful of safety and takes safety precautions. Team Members must use safety devices and equipment provided, abide by all safety policies and practices, and use good common sense to safely carry out their job assignments. If Team Member's observe a condition in **ANY** work area that might cause harm to them or to a co-worker, it must be **REPORTED IMMEDIATELY** to a **Manager and or Union Representative**. When only one party is notified of the incident it will be the responsibility of the other party to make sure the incident is communicated.

Ai and the Union Safety Representative will conduct a monthly safety inspection walk in the plant, (each plant will have their own Safety Representative). Ai and the UAW will develop a safety inspection schedule every December prior to shutdown for the following year.

Team Members are required to observe established safety rules and regulations. Should a Team Member feel an unsafe condition exists, he/she must call the matter to the attention of their Team Leader or the Environmental Health and Safety Coordinator and in addition, may contact his/her Hourly Safety Team Member or Committee Person. If the matter is still not resolved, the Team Member may bring the issue to the Safety Team meeting. If it is still not resolved, it may be taken up in the grievance procedure. Nothing in this paragraph or Agreement is intended in any way to modify or amend the rights and responsibilities of Team Members, the Union, or Ai under applicable State or Federal statutes. At no time will a Team Member be disciplined for refusing a direct order if obeying the order would subject the Team Member to unreasonable risk of bodily harm.

### **Section 1 MEDICAL WASTE MANAGEMENT PLAN**

Ai is covered by Act 368 of the Public Acts of 1978 Part 138 Medical Waste Regulatory Act. Pathological waste is the only type of Medical Waste that is generated at Ai. This waste is generated only in small quantities. Pathological waste includes bloody gauze, cotton, bandages and towels. These items are stored in an approved container on site. All Medical Waste is picked up and incinerated by an appropriate professional waste Management service, and transported to its incinerator.

### **Section 2**

All Team Members responsible for administering First Aid are trained to properly handle and dispose of Medical Waste. This training is repeated on a yearly basis. All Team Members responsible for administering First Aid are also trained in the proper use of safety equipment, including gloves and protective eye wear. Hand washing procedures must be followed both prior to and after care is given. All sinks and treatment tables must be cleaned and disinfected after use. All gauze bandages and

contaminated items must be collected and disposed of in appropriate containers labeled MEDICAL WASTE. Medical Waste must not be compacted to prevent airborne contaminants. Safe First Aid and infection control practices must always be followed.

Necessary instruction is given to all First Aid providers in the safe practice of First Aid and proper collection and disposal of Medical Waste, by the designated primary care givers. All records of training are maintained and kept on file by instructors.

### **Section 3 EQUIPMENT**

It shall be the responsibility of Ai to supply equipment that meets all safety standards set down by State and Federal Government.

### **Section 4 SAFETY REPRESENTATIVE**

Ai will recognize one (1) UAW Safety Team Member and one (1) Alternate UAW Safety Team Member per crew at both A.I. Flint and Genesee. Management will make sure to cover UAW Safety Representative bid jobs while performing safety duties. UAW Safety Team Member will have the full respect of A.I. Management.

Each year Ai agrees to pay for two (2) Safety Representatives tuition costs to attend UAW sponsored classes at Black Lake training facility, providing the Safety Representatives present to the UAW Representatives and Ai's Leadership team what they learned and how it will be useful at the facilities.

## **ARTICLE 13 ACCIDENTS OR INJURIES**

### **Section 1 Worker Compensation Insurance**

Team Member's are covered by Workers' Compensation insurance for medical expenses resulting from work-related injury or illness. Accuracy and promptness in completing accident reports are essential to the correct processing of workers' compensation claims.

When a Team Member is off work, as the result of a work related injury or illness, Workers' Compensation Disability Insurance Benefits provide a continuation of a portion of the Team Members regular wages in accordance with state laws and regulations.

### **Section 2 Reporting**

It is the Team Member's responsibility to report immediately any work-related injury or illness to their Manager, no matter how minor the injury or illness may seem, and completely fill out an injury report form. Management will inform the Union of all reported injuries or illnesses immediately. First-aid supplies are available in-house for

the treatment of minor cuts and bruises. Team Member will be sent or taken to a doctor's office, clinic or hospital if immediate medical attention is needed. Failure to report injuries/illness immediately after occurrence may result in disciplinary action per Article 11 Basic Rules of Conduct.

In order to insure that any job related accident or injury is not related to a Team Member's own use of drugs or alcohol, you will be tested for any indication that drugs and alcohol are in their system. Team Member's will be tested if they are injured or if they are responsible for another person's injury while they are on the job. (Reference Drug Free Work Environment Article 14)

### **Section 3 Injured Person's Responsibilities**

1. Report all injuries no matter how minor;
2. Receive appropriate emergency medical treatment;
3. Fill out accident report with as much information as possible, to help eliminate potential future injury to others;
4. Follow all doctor restrictions, prescribed actions, and attend all requested follow-up appointments and physical therapy sessions to help expedite the healing process. Failure to do so may result in disciplinary action per Article 11 Basic Rules of Conduct;
5. Learn if, or how, the injury could be prevented;

If Team Member's have questions about workers' compensation issues, they should contact the Plant Administrator.

### **Section 4 Work Related Injury or Occupational Illness Pay Policy**

Work time missed as the result of an injury or occupational illness that requires medical attention is treated as paid time for the remainder of the day of the injury or illness, including overtime worked by the shift that day.

Subsequent full or partial workdays missed that are related to the initial injury or illness, including time off for medical treatment, are non-paid until such time that the absence qualifies for Workers Compensation Disability. Ai will work to schedule medical appointments outside the Team Members normally scheduled work hours.

It is mutually agreed upon that both parties desire a safe work place. Both parties agree that when the Ai-Flint Campus achieves an incident rate of 7.5 or less for a continuous 6 month period during the 1<sup>st</sup> year of the this agreement, Ai will modify Article 13, Section 4 per the living agreement. Ai will revise the current section to allow follow up doctor visits for work related injuries during the regular work period without loss of pay. Ai will continue with this revised agreement during the 2<sup>nd</sup> and 3<sup>rd</sup> year of this contract if the incident rate is at or below 5.0 and 3.0 respectfully for a continuous 6 month period. If the incident rate exceeds the above stated limits at any

point in time Ai will meet with the Union and revert to the current language as stated in Section 4 paragraph 2 and Section 5.

Ai will work with the safety committee to utilize the Safety Continuous Improvement Form for a Team Member to formally report a potential safety issue. If the safety issue is not addressed (or abated) and a Team Member subsequently has a safety incident this will not be counted in the calculation of the incident rate for determining the revision of this Article.

### **Section 5 Flexible Hours**

Team Members may request a flexible work schedule when a medical appointment cannot be made outside normal work hours so the Team Member can earn a full day's pay including the same overtime earned by their shift. Team Members can choose not to work the flexible hours without adverse effect to their attendance status. When a Team Member self schedules approved flexible hours, they are required to meet all attendance requirements and expectations for those hours.

### **Section 6 Light Duty Program**

Ai, where feasible, may institute a light duty program for Team Members who have sustained a work related injury. This will not be a "make work" program and will only be implemented where a need for such a light duty service actually exists.

### **Section 7 Ai's Hilo Accident Policy:**

The following policy is not intended to be punitive by any means or serve as a method to randomly test for drug and/or alcohol use, instead it is a policy that helps promote a safe work environment for all of our Team Members.

1. An accident, or property damage caused by the operation of a Hilo is reported to the responsible Shift Manager and UAW Committee Person.
2. The Shift Manager, UAW Representative Committee Person, or Safety Team Member will open a CAS to formally investigate the root cause, implement an immediate roadblock and identify an irreversible corrective action.
3. The Shift Manager, Safety Engineer, UAW Committee Person, and Safety Team Member or designees, determine if the incident is the result of neglect, careless operation or factors other than those influenced by the driver.
  - a. If caused by factors other than those influenced by the driver the Hilo driver is returned to his position and is waived from a drug and alcohol test.
  - b. If caused by carelessness or negligence then the Team Member is sent for a drug and alcohol test, and will not return to driving the Hilo until the drug and alcohol test results are received by Ai. If the drug and alcohol test results are positive then the Team Member is subject to the Drug Policy.
4. The Shift Manager, Safety Engineer (or designee), the UAW Committee Person and the Safety Team Member(s) will review the driver's performance using the

investigation report, driver's safety record (looking for a pattern of poor performance), and will review investigation report and their findings with the driver. Progressive discipline will be administered according to the results of the investigation as follows:

#### **Driver informs Management of incident:**

- I. Driver found not to be at fault.  
Step 1: Driver returns to his regular assignment.
- II. Driver found to be at fault  
Step 1: Three (3) day suspension  
Step 2: Ten (10) day suspension  
Step 3: Permanent removal from Hilo

#### **Driver doesn't inform Management of incident:**

- I. Driver found not to be at fault.  
Step 1: Remove from Hilo for six (6) months.  
Step 2: Permanent removal from Hilo.
- II. Driver found to be at fault.  
Step 1: Three (3) day suspension and six (6) month removal from Hilo.  
Step 2: Ten (10) day suspension and permanent removal from Hilo.

#### **Section 5**

Discipline will remain in effect and on the record for 12 months (1 year) from the date of the incident unless successfully overturned in the grievance process. (Per Article 15 Corrective Discipline, Section 6)

The Manager closes the incident investigation and files completed report for future reference and provides copy of the investigation report to the UAW.

#### **ARTICLE 14 DRUG-FREE WORK ENVIRONMENT**

Ai and the Union recognize the serious problem of drug and alcohol abuse in our society, while also realizing that drug and alcohol dependency and abuse can be treated and controlled. Therefore, Ai and the Union will encourage a workplace that is free of illegal drugs and abuse of alcohol and legal drugs. Ai will offer programs concerned with awareness, intervention and rehabilitation.

Ai's policy on substance abuse is as follows:

### **Section 1 Team Member's Responsibility**

Ai intends to hold Team Members accountable for violating its Drug-Free Workplace Policy and may seek disallowance of a workers' compensation claim when a Team Member tests positive for alcohol or a controlled substance (drug) as specified in our policy after a work-related accident or injury. Intoxication of a Team Member (defined by a positive alcohol test); or being under the influence of a controlled substance not prescribed by a physician (defined by a positive drug test and as described in our Drug-Free Workplace Policy) will be considered the cause of the injury.

A Team Member's refusal to submit to a chemical test is considered a positive test and creates a presumption that the Team Member is intoxicated or under the influence. Refusal to test also includes failure to provide a specimen, not providing one in the time frame that a Team Member is given to do so, or tampering, attempting to tamper, or substituting a specimen.

### **Section 2 Testing Procedures**

Collection of all tests shall be accomplished at a site determined by Ai. All collection and chain-of-custody procedures will follow guidelines certified by the U.S. Department of Health & Human Services (DHHS) and required by the US Department of Transportation (DOT). The laboratories utilized for analyzing specimens will be DHHS certified laboratories.

### **Section 3 Type of Tests**

The form of testing will be urinalysis (EMIT screen, also referred to as drug screen, plus GC/MS confirmation). Alcohol tests will be by urinalysis, breath or saliva with a confirmatory EBT for alcohol. A Medical Review Officer (MRO) will review all results.

### **Section 4 Drugs and Alcohol Tested / Cut-Off Levels**

A cut-off level is defined as the pre-determined level of drug/metabolite or alcohol that constitutes whether a tested urine specimen is negative or positive. Cut-off levels are used to establish that a Team Member has one or more of the drugs in his/her system and therefore, should be considered as having had a positive test. The purpose of identifying cut-off levels (as opposed to saying that any amount of drug/metabolite in the system constitutes a positive test) is to safeguard against a false positive test. In other words, someone who passively inhales marijuana smoke or eats a poppy seed roll (remembering that heroin is a derivative of the poppy plant) will not test positive if appropriate cut-off levels are used. Cut-off levels are measured in nanograms (one billionth of a gram) per milliliter (Ng/ml) of urine.

An initial test is first used to verify the presence of the drug in the individual's system. The confirmatory test, which is 100,000 times more powerful, measures the genetic

"fingerprint" of the specific drug and is 100% accurate. The confirmatory level is used to define a positive test. Therefore, based on the chart that follows, a Gas Chromatography/Mass Spectrometry (GC/MS) confirmatory test indicating 600 Ng/ml of amphetamines in a urine specimen would constitute a positive test. Cut-off levels offer protection to both Team Members and Ai.

Cut-Off Levels		
Alcohol or Controlled Substance	EMIT Screen (Ng/ml)	GC/MS Confirmation (Ng/ml)
Amphetamines	1,000	500
Barbiturates	300	200
Cannabinoids	50	15
Cocaine (including Crack)	300	150
Opiates	2,000	2,000
Phencyclidine (PCP)	25	25
Benzodiazepines (Valium, Libium, etc.)	300	300
Methadone	300	300
Propoxyphene (Darvon)	300	300
Alcohol	.08 BAL	

### Section 5 Pre-employment Testing

All applicants must pass a drug and alcohol test as part of their post offer physical prior to working at Ai. Transportation to the testing site will be the responsibility of the potential Team Member.

### Section 6 Reasonable Cause Testing:

Reasonable cause shall be defined as those circumstances, based on objective evidence about a Team Member's conduct in the workplace that would cause a reasonable person to believe that the Team Member is demonstrating signs of impairment due to alcohol or drugs. Examples of objective evidence, includes but is not limited to: difficulties in maintaining balance, slurred speech, erratic behavior or atypical behavior or otherwise appearing to perform his/her job in an unsafe manner. If the Company decides there is probable cause for a drug/alcohol test, a committee member will be contacted to represent the Team Member involved.

### Section 7 Post Accident Testing

Team Members who are involved in an accident must submit to a drug and alcohol test. Transportation to the testing site will be the responsibility of Ai. An accident is defined as one resulting in, or could have resulted in:

1. A fatality;
2. Bodily injury to a person, who as a result of the accident requires off-site medical attention.
3. Vehicular (Hilo, bicycle, scooter, maintenance/golf cart) accident resulting in property damage.
4. Non-vehicular accident resulting in property damage.

### **Section 8 Drug and/or Alcohol Testing after an Accident**

Urine specimen collection or a breath test is to occur immediately after a need has been determined in accordance with 1 through 4 above, and at no time shall the total elapsed time before a drug specimen has been collected exceed 32 hours from the time of an work-related incident. Breath or saliva alcohol testing will be performed within two (2) hours of the incident whenever possible, but within eight (8) hours, or not be performed. If the Team Member responsible for the work-related accident is injured, that Team Member herein expressly grants unto Ai, its officers and Management, the right to request that attending medical personnel obtain appropriate specimens (breath and/or urine) for the purpose of conducting alcohol and/or drug testing. Further, all Team Members herein grant Ai access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the work-related accident. This shall include, but not to be limited to, a full medical report from the examining physician(s) or other health care providers. Refusal to submit to testing will result in immediate termination.

### **Section 9 Leave of Absence – Drug and/or Alcohol Testing after Leave of "Absence"**

Any Team Member who is out on any continuous Leave of Absence (e.g., family/medical, workers' compensation, and personal) for over 90 days will be required to submit to a drug test after the Team Member returns from leave. Such Team Members must receive a negative result as a condition of continued employment.

### **Section 10 Test Results**

An individual who tests positive for alcohol and/or drugs will be considered to be under the influence of the substance. An individual testing positive will be given a copy of the report indicating positive test results. The Team Member will be offered a "Last Chance Agreement" to continue employment with Ai or be terminated. (See Last Chance Agreement Section 16)

### **Refusal**

A Team Member's refusal to submit to a chemical test is considered a positive test and creates a presumption that the Team Member is intoxicated or under the influence. Refusal to test also includes, but is not limited to, failure to provide a

specimen, to not provide one in the specified time frame tampering or attempting to tamper, including temperature, or substituting a specimen will result in immediate termination.

### **Section 11 Team Member's Rights Related to an Initial Positive Test Result**

In the event that a Team Member tests positive for any drugs or alcohol as prohibited in this policy, the Team Member will be given an opportunity to explain the findings to the MRO prior to the issuance of a report of a positive test result to Ai.

Accordingly, upon receipt of a confirmed positive finding, the MRO shall contact the Team Member. If contact is made by the MRO, the MRO shall inform the Team Member of the positive findings and give the Team Member an opportunity to challenge or explain the findings.

The MRO can request information on recent medical history and on medication taken within the last thirty days by the Team Member. In the event that the MRO finds support in the explanation offered by the Team Member, the Team Member may be asked to provide documentary evidence to support the Team Member's position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.). A failure on the part of the Team Member to provide such documentary evidence will result in the issuance of a positive report by the MRO. If the Team Member fails to contact the MRO within 3 days of having been instructed to do so, the MRO will issue a positive report to Ai.

### **Section 12 Split Specimen**

A Team Member wishing to request a re-test must do so within 3 days of learning that the first test was positive. Team Members will be required to pay for the cost of the re-test before the original specimen is shipped to a different DHHS Certified Laboratory than the one that first analyzed the specimen. The MRO determines to which Laboratory the split specimen will be sent. If the result comes back negative, Ai will reimburse the Team Member for the cost of the test that the Team Member paid prior to the test. The same paperwork and procedure protections used for the first test will be utilized for the split specimen. The Laboratory that collects the initial screen is responsible to split the specimen.

### **Section 13 Reporting Results:**

All test results will be reported to the MRO prior to the results being issued to Ai. The MRO will receive from the DHHS testing laboratory a detailed report of the findings of the specimen. Each drug tested for and alcohol will be listed along with the results of the testing. Ai will receive a summary report and that indicates whether the Team Member passed or failed the drug/alcohol test.

All of the above procedures are intended to be consistent with the most current guidelines for the MRO that is published by the Federal DHHS.

### **Section 14 Confidentiality**

All parties to this policy and program have only the interests of Team Members in mind and therefore encourage any Team Member with a substance abuse problem to come forward and voluntarily accept our assistance program. A Team Member assistance program will provide guidance and direction for Team Members during the recovery period. If a Team Member volunteers for help, Ai will return the Team Member to work upon recovery. (See Section 15)

All records of Ai's Drug-Free Workplace Policy and actions taken under this policy and program will be confidential to the extent required by State and Federal law and disclosed only to those with a "need to know".

The program will be in compliance with all Federal, State and Local Laws or regulations. A Team Member's violation under the Drug-Free Workplace Policy shall not be reported to law enforcement officials unless required by a regulatory body or by criminal law provisions. Law enforcement authorities may be contacted and requested to come onto Ai's premises, when appropriate, in conjunction with a referral for criminal prosecution.

### **Section 15 Discipline**

Each Team Member will be required to sign a consent and chain-of-custody form, assuring proper documentation and accuracy. If a Team Member refuses to sign a consent form authorizing testing, as stated above, this will be considered a positive test and the working relationship with Ai will be terminated.

No Team Member shall refuse to submit to a pre-work, post accident or reasonable suspicion test. As stated above, refusal will result in termination of the relationship with Ai.

Any Team Member attempting to manipulate the drug/alcohol testing process, such as trying to tamper, modify or substitute a specimen, will be discharged and the working relationship with Ai will be terminated. The use of masking agents is prohibited and will be considered fraud and result in termination of the relationship with Ai.

Any Team Member testing positive for drug/alcohol use will be given a "Last Chance Agreement" as follows:

### **Section 16 Last Chance Agreement**

The Company will offer assistance to Team Members for treatment of drug and alcohol abuse through Company-authorized programs. Last chance agreement will only be offered to Team Members for the following:

1. If Team Member relapses after voluntarily seeking assistance.
2. Team Member tests positive after Accident/Injury.
3. Team Member tests positive after reasonable cause.

Team Members are encouraged to voluntarily acknowledge a problem, and undertake a Company authorized treatment program. For a Team Member enrolled in a formal treatment program, the Company will grant a FMLA or medical leave (whichever is applicable) in accordance with our policies on leaves. If no other policies are violated, a Team Member who successfully completes the program will not place his/her job in jeopardy. Failure to complete or be in compliance with the last chance agreement will result in termination. Team Members will only be allowed one last chance agreement during their employment.

### **Section 17 Return-To-Duty And Follow-Up - Drug And/ Or Alcohol Testing**

Team Members who receive positive drug and/ or alcohol test results and who are not terminated; upon their return-to-duty must submit to a return-to-duty drug and/ or alcohol test and must receive a negative result. In addition, such Team Members will be subject to unannounced follow-up drug testing. The number and frequency of such tests shall be directed by the Company and may consist of at least six tests in the first 12 months following the Team Member's return-to-duty.

### **Section 18 Rehabilitation and Team Member Assistance Program**

Ai is committed to the rehabilitation of Team Members who voluntarily seek assistance, or through the disciplinary process have been placed on a "Last Chance Agreement" for a violation of the Drug Free Work Environment Policy. Ai will provide an Team Member Assistance Program (EAP) for referral or treatment, and will counsel the Team Member regarding medical benefits available under Ai's insurance program.

A Team Member may, without facing disciplinary action, request a referral to a Team Member Assistance Program prior to committing an act that would result in a drug or alcohol test and prior to being requested to take a drug or alcohol test. Evidence of successful completion of the program must be submitted prior to return to Ai's work environment.

### **Section 19 Education**

Ongoing education regarding Ai's policy and alcohol and drug abuse training will occur annually.

## **ARTICLE 15 CORRECTIVE DISCIPLINE**

### **Section 1**

Ai may impose corrective discipline with just cause. All disciplinary action will be administered within four (4) full working days of the affected Team Member's crew/shift schedule from the date Ai was notified of the incident. Days when the Team Member is absent from work will not count for working days under this agreement.

### **Section 2**

The Team Member acknowledging receipt with a copy being given to the Team Member and Union must sign written reprimands and warnings. This action does not prohibit the Team Member and/or Team Members from grieving through the grievance procedure. Team Member(s) shall have the right to Union representation in any interview or hearing that could lead to disciplinary action. If the Team Member(s) refuses Union representation, the form must be signed by the Team Member(s) in the Union's presence and provided to the Union immediately.

### **Section 3**

Ai shall have the right to establish, maintain and enforce reasonable work rules and regulations subject to the grievance procedure. Ai will meet and confer and make its best efforts to reach a consensus with the Union prior to initiating or changing Ai policies relating to terms and condition of employment. Ai shall make no changes in Ai policies contrary to the terms and conditions to this agreement except as by mutual agreement of the Parties.

### **Section 4**

Ai and the UAW recognize and agree to the following principles:

Disciplinary action is intended to be corrective rather than punitive. It is understood that violations of certain rules may be subject to discharge for the first offense.

Basic Rules of Conduct are listed in this agreement. All Team Members will be given a copy of this agreement and will be expected to sign for their copy.

Any discipline imposed under these Basic Rules of Conduct is subject to the grievance procedure.

### **Section 5**

The UAW will be notified of all potential discipline cases and will be involved and jointly participate in the investigation. In cases of discipline short of discharge or suspensions pending investigation, Team Members shall be afforded the opportunity to fully discuss the matter with a Union representative and management prior to being disciplined.

## **Section 6**

Progressive disciplinary penalties will be imposed as follows:

Coaching, verbal and written warnings, and discipline involving time off will remain in effect and on the record for 12 months (1 year) from the date of the incident unless successfully overturned in the grievance process.

Disciplinary action taken will be cleared from a Team Member's record one year (12 months) as specified above after the date it was effective. Evidence of offenses more than one year old specified above will not be used by Ai to support additional discipline or subsequent mediation or arbitration unless:

1. The discipline is part of the progression that led to the discipline at issue.
2. A Team Member attempts to persuade an arbitrator to reduce a disciplinary penalty by introducing evidence of his/her past work record. In such a case, Ai may respond by introducing evidence of disciplinary action imposed on the Team Member during the equivalent period of time.

## **Section 7**

Terminated Team Members' positions will be posted as a temporary position if challenged through the grievance process. The Team Member awarded the temporary position will be awarded the permanent position if the grievance is not overturned.

## **Article 16 GRIEVANCE PROCEDURE**

### **Section 1 Problem Resolution/Definition**

If there is something about your job that is bothering you, let's get it out in the open and discuss it. We cannot answer your questions or solve your problems unless you tell us what we can do. We encourage you to try and resolve the issue by yourself. If you feel the issue is unresolved after attempting to solve it by yourself, the following problem solving process offers all Team Members the freedom to discuss anything they wish with their Team Leaders and managers. At anytime during this process, all Team Members may have their committee representative present if solving a disciplinary issue, health and safety, or fairness issue. Any unresolved issue at the Problem Resolution stage may be advanced to the grievance process.

A grievance is defined as any disagreement between Ai and the UAW or a represented Team Member regarding the interpretation or application of any provision of this Agreement.

### **Section 2 Grievance Procedure**

A grievance shall be filed within seven (7) full working days (Team Member's crew/shift working days) of the event, giving rise to the grievance. If a Team Member chooses to

participate in the grievance procedure at any level, he will be encouraged to do so. Grievances shall be resolved in the following manner: Any party that holds a grievance over the time limit loses the grievance and all Union demands stated therein or Ai's position is upheld, unless both Ai and the UAW agree to extend the timeframe to address the grievance.

### **Section 3 Committee Call**

Any Team Member having a grievance, or one designated member of a group having a grievance, should first take the grievance up with their Shift Manager who will attempt to settle it as quickly as possible. If the grievance is not resolved, then the Team Member may request the Shift Manager to place a committee call. The Shift Manager will place a committee call to the Committee Person without undue delay and without further discussion of the grievance. The Shift Manager will make the necessary arrangements to cover the Team Member's job to permit the Team Member to speak with the Committee Person in the Union Office. After an investigation a grievance may be written.

### **Section 4 Written Grievance**

**Step 1.** The written grievance is given to the Shift Manager by the Committee Person, at which time the two parties will discuss and try to resolve the grievance. The Shift Manager has three (3) full working days (Team Member's crew/shift working days) to respond to the grievance. The Union has three (3) full working days (Team Member's crew/shift working days) to respond to the Company's answer. If the grievance is not resolved the grievance is taken to Step 2.

**Step 2.** The written grievance is given to the Operations Manager or designee by the Committee Person and/or Plant Chairman at which time the two parties will discuss and try to resolve the grievance. The Operations Manager or designee has three (3) full working days (Team Member's crew/shift working days) to respond to the grievance. The Union has three (3) full working days (Team Member's crew/shift working days) to respond to the Company's answer. If the grievance is not resolved then the grievance is taken to Step 3.

**Step 3.** The written grievance is given to the People Services Manager or designee by the Committee Person and or Plant Chairman at which time the two parties discuss and try to resolve the grievance. The People Services Manager or designee has three (3) full working days (Team Member's crew/shift working days) to respond to the grievance. The Union has three (3) days full working days (Team Member's crew/shift working days) to respond to the Company's answer. If grievance is not resolved the grievance is taken to Step 4.

**Step 4.** The written grievance is given to the Plant Manager or designee by the Committee Person and/or Plant Chairman, the Plant Manager and the International Representative will discuss and try to resolve the grievance. The Plant Manager or

designee has three (3) full working days (Team Member's crew/shift working days) to respond to the grievance. The Union has three (3) full working days to (Team Member's crew/shift working days) respond to the Company's answer. If the grievance is not resolved the grievance is taken to Step 5.

**Step 5.** If the written grievance is not resolved in Step 4, the Union must within ten (10) days by written notice, submit the grievance to the Federal Mediation and Conciliation Service for mediation. Both parties may mutually agree to waive step 5. If the grievance is not resolved, the International Representative may refer grievance back to the Local President or Recording Secretary for arbitration. The Union has fifteen days (15) to decide if arbitration will be used. If the grievance is not resolved, the grievance is taken to arbitration (Step 6).

**Step 6. Arbitration** – If the grievance is not resolved in Step 5, then as a last resort, the Union and/or Ai's Plant Manager shall have the ability to refer the matter to an independent arbitrator who will be selected by the parties to serve a one-year period (which may be renewable for a similar period by the agreement of both the UAW and Ai). During the arbitrator's one-year term, he/she shall resolve all grievances that are not resolved in Step 5. The losing party shall pay for the costs of the arbitrator.

The arbitrator is requested to render a decision in each case immediately or in no event beyond fifteen (15) days after the hearing is closed. The arbitrator may attempt to mediate any dispute by mutual agreement of the parties.

The arbitrator has no power or authority to modify, change, add to or subtract from the terms and conditions of this Agreement.

The decision of the arbitrator or the resolution of a grievance at any stage in the grievance process is final and binding upon both parties.

## **Section 5 Cost of Printing Grievance Forms**

Ai will be responsible for the cost of printing the grievance pads or forms.

## **Section 6 Grievance Reinstatement**

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

However, in those instances where the International Union, by either its (i) Executive Board, (ii) Public Review Board, or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly affected by the Union or a Union Representative involved, the UAW IEB

will inform Local 659 who will inform the People Services Manager in writing that such grievance is reinstated in the grievance procedure at the step at which the original grievance occurred.

It is agreed, that Ai will not be liable for any claims for damages, including back pay claims arising out of the grievance that relates to the period between the time the original disposition and the time of reinstatement as provided herein. It is further agreed of the Union and the Team Member(s) involved that they will not pursue such claims for damages against Ai in the grievance procedure, or in any court or before any Federal, provincial, state, or municipal agency.

Notwithstanding the foregoing, a decision of the arbitrator on any such grievance shall continue to be final and binding on the Union and its members, the Team Member(s) involved and Ai.

## ARTICLE 17 COMPENSATION

### Section 1 Team Members Hourly Base Rate

	7/1/2007	7/1/2008
>3 Years	\$14.00	\$14.15
2 Years	\$12.75	\$13.00
18 Months	\$12.25	\$12.50
1 Year	\$ 11.75	\$12.00
6 Months	\$ 10.75	\$11.00
90 Days	\$ 10.25	\$10.50
Start	\$ 9.50	\$ 9.75

### Section 2 Definition of Eligibility

1. This rate schedule is for Sequencer/Assemblers, Hi-Lo, and Janitorial, Maintenance Helpers, Material Clerk, & Leaders.
2. Leaders will be paid an additional \$1.25 per hour above Base Pay.  
Maintenance helpers will be paid an additional \$0.75 per hour premium.  
There will be no Shift Premiums above Base Pay.

## ARTICLE 18 MEDICAL, DENTAL, AND INSURANCE BENEFITS

### Section 1 Eligibility

A Team Member is eligible for the benefits covered in this article effective the first day of the month following the Team Member's ninetieth (90) day of continuous full-time employment.

## Section 2 – Continuation of Benefits

Benefits will be continued during periods of absence from work as follows:

1. **Work-related injury:** If a work related injury or illness is determined to prevent a Team Member from returning to Ai, company provided benefits and applicable Team Member contributions will remain in effect for the duration of the injury; provided (1) Ai receives an expected return to work date provided by the medical provider, and (2) the injury or illness is recognized by Ai as work related. If an injury or illness is disputed or if the Team Member fails to make contributions, or reaches an injury settlement, benefits will discontinue. COBRA medical and dental benefits are available following this date. When the Team Member is to return to work and there is a dispute upon returning to work between the Company physician and the Team Member's physician, a third physician, mutually approved by both the Union and Company, shall be consulted and based on the results of an independent medical exam the decision shall be binding.
2. **Unpaid leave (Personal Leave of Absence, FMLA, Union Leave, etc.):** Benefits and applicable co-pays will remain in effect during any unpaid leave for ninety (90) days or whichever is less. COBRA medical and dental benefits are available following this date.
3. **Layoff:** Benefits remain in effect until the last day of the month the layoff occurred. COBRA medical and dental benefits are available following this date.

## Section 3 – Changes to Medical Plans

Medical health insurance coverage is provided, with Team Member contributions, through a PPO (see the available benefit comparison sheet for details) to eligible Team Members.

Ai will contribute \$500.00 per year, starting January, 1, 2008, into all eligible Team Members' Flexible Spending Account (FSA). This money can be used for all costs not covered by the insurance plan, such as deductibles, coinsurance, prescription co-pays, etc.

After notifying the Union, Ai may change the provider(s), administrators and/or self insure any or all of the benefits available, provided the coverages are substantially similar.

"Substantially similar" shall mean that the overall benefits provided in the plan, when viewed as a whole for the overall group of bargaining unit Team Members, are reasonably equivalent to the existing plan. Ai will freeze Team Member's current percentage co-pays, weekly contributions and deductibles on health care for two years.

### **Short-term Disability:**

Short-term disability benefits shall be available to Team Members who qualify for coverage. This includes disabilities such as maternity leave, illnesses, non-work related injuries, etc. The employer pays this benefit for those Team Members who qualify. These benefits shall be paid for during the duration of the Team Member's disability or 26 weeks, whichever is less. Weekly payments shall be 60% of the Team Member's base pay, or \$500 per week, whichever is less. Health care benefits as specified will be continued for the period of the ninety days.

### **Long-term Disability:**

Long-term disability benefits shall be available to Team Members who choose coverage. This is a Team Member paid benefit for those Team Members who qualify. This benefit pays 60% of your monthly income up to \$5,000, whichever is less. There is a waiting period of 180 days (26 weeks). Health care benefits as specified remain in effect for the earlier of ninety days or until Medicare benefits take effect, whichever occurs first. COBRA medical and dental benefits are available for the Team Member's dependents.

### **Section 4 Dental Plan**

The Company will offer two dental options through Delta Dental, a premium option and a PPO option. The Company may change vendors for this coverage in the event the new vender offers coverage equivalent or better to the coverage already in place.

### **Section 5 Vision Coverage**

The Company will offer vision coverage through Vision Service Plan (VSP). The vision plan allows for an eye exam and lenses each year. The level of coverage is dependent on the rules of the plan. The Company may change vendors for this coverage in the event the new vender offers coverage equivalent or better to the coverage already in place.

### **Section 6 Prescription Drug Plan**

The Company will offer a prescription drug plan as well as a mail order prescription drug plan. The Company may change vendors for this coverage in the event the new vender offers coverage equivalent or better to the coverage already in place.

### **Section 7 Life Insurance**

The Company will provide a \$15,000 life insurance policy for each eligible Team Member. The Company will offer the opportunity for Team Members to purchase supplemental Team Member and dependent life insurance. The Company may change vendors for this coverage in the event the new vender offers coverage equivalent or better to the coverage already in place.

### **Section 8 Accidental Death and Dismemberment Insurance**

The Company will provide an accidental death and dismemberment insurance to each eligible Team Member. The Company will offer the opportunity to purchase supplemental Team Member and dependent accidental death and dismemberment insurance. The Company may change vendors for this coverage in the event the new vendor offers coverage equivalent or better to the coverage already in place.

### **Section 9 Benefit Claims**

Disputes between Team Members and administrators who are not parties to this agreement regarding the administration of the claims will be pursued through the administrators dispute resolution procedure before a grievance is filed. The Benefits Administrator will provide information regarding the administrator's procedure to any Team Member who requests such information. The time period for filing a grievance will not begin to run until the administrator's procedures has been exhausted.

### **Section 10 Health Benefit Waiver**

A Team Member who waives in writing his enrollment in the Health Care program offered by Ai and the benefits there under, and provides proof they are covered under an alternate health plan, will receive \$20.00 per week. In the event the Team Member should later retract such election (which may only occur during the annual enrollment period) a corresponding reduction of \$20.00 per week will be made automatically by Ai in the Team Member's hourly wages. In the event a Team Member is out of work for a week or more, the Team Member will receive the total accumulated reimbursement amount on their first paycheck upon returning to work.

### **Section 11 - Benefit Reinstatement**

A Team Member who successfully completes their Introductory Period and is absent from work due to a work related injury, medical leave, or due to a work reduction layoff for up to 12 months, will have their insurance benefits reinstated at the beginning of the following month upon their return. Team Members who are absent greater than 12 months, and have a lapse in coverage, will need to meet the 90 day waiting period prior to the reinstatement of insurance benefits. Any Team Member absence for greater than 90 days for any other reason, with a lapse in coverage, will need to meet the 90 day waiting period prior to reinstatement of benefits.

## **ARTICLE 19 CREDIT UNION**

Ai will offer membership in Financial Plus Credit Union to all Team Members through payroll deduction. Please see the Plant Administrator for information and forms.

## **ARTICLE 20 TEAM MEMBER SAVINGS PLAN**

### **Section 1 Eligibility**

A Team Member becomes eligible to enroll in Ai's plan on the first day of employment.

### **Section 2 Formula**

Ai will make a matching contribution to the Plan. Ai pays 100% on the first 3% of each Team Member's salary deferral contribution and 50% on the next 2% of each Team Member's salary deferral contribution.

### **Section 3 Contribution**

Maximum; a Team Member may contribute a maximum of 20% of his income each year up to the maximum allowable by law.

## **ARTICLE 21 PAID HOLIDAYS**

### **Section 1 Holiday Pay**

Ai observes twelve (12) paid holidays annually. The paid holidays are as follows:

1. **New Year's Day** (January 1)
2. **Martin Luther King Day** (the third Monday of January)
3. **Good Friday** (the Friday preceding Easter)
4. **Memorial Day** (the last Monday in May)
5. **Independence Day** (July 4<sup>th</sup>, or as observed)
6. **Labor Day** (the first Monday in September)
7. **Thanksgiving Day** (the fourth Thursday in November)
8. **Day after Thanksgiving**
9. **Christmas Eve Day** (December 24)
10. **Christmas** (December 25)
11. **New Year's Eve Day** (December 31)
12. **One floating Holiday** (mutually agreed)

### **Section 2 Holiday Pay Eligibility**

To receive holiday pay, you must be a regular, active Team Member. Non-active Team Members, (Team Members on personal, or other leaves of absence, whether excused or unexcused) do not earn holiday pay credit while on non-active status.

Additionally, you must work the last full scheduled shift/crew or full self scheduled shift/crew prior to the holiday and the first full scheduled shift/crew or full self scheduled shift/crew after the holiday. The exception would be a fifteen minute grace period at the start of the shift.

### **Section 3 Team Members on Four-Day Work Week**

If you are on a four-day workweek and the holiday falls on your regularly scheduled workday, you will receive ten (10) hours Holiday pay. If the Holiday falls on an unscheduled workday, you will receive eight (8) hours Holiday pay.

#### **Section 4 Scheduled Holiday Work**

Customer service obligations may require that Team Members be scheduled to work on holidays. Team Members will be scheduled based on the timing of customer requirements and the structure of the bids as outlined in the equalization article. If a Team Member works on a holiday, he/she will receive both holiday pay and their normal hourly wage for the work performed.

#### **Section 5 Holiday/Vacation Pay**

If a holiday falls during a Team Member's vacation, the Team Member will be paid holiday pay for the holiday in addition to his/her vacation pay or the Team Member, at his/her option, may extend their vacation an additional day.

### **ARTICLE 22 VACATION**

#### **Section 1 Earned Vacation**

An active regular, full-time Team Member accrues paid vacation according to the following schedule:

<u>Number of Years of Service Completed at Team Member's Anniversary Date</u>	<u>Annual Earned Vacation During Up Coming Year</u>
1	1 week
2 or more	2 weeks

#### **Section 2 Qualification**

A Team Member must work at least 1600 hours during the calendar year to earn vacation time in accordance with the above schedule. Vacation time earned is prorated based on the amount of time actually worked during the year. Only active Team Members are eligible to receive vacation benefits.

#### **Section 3 Vacation Scheduling**

Each vacation week is to be scheduled during a regular workweek or in conjunction with the Team Member's bid assignment, if appropriate. Team Members may schedule vacation at any time during the year, subject to (a) no more than 10% of the workforce on vacation at any one time, and (b) extraordinary customer service obligations.

A Team Member may schedule one week of vacation in one-day increments.

During January 1-15 each year, Ai will post and maintain a vacation sign up schedule. A Team Member entitled to more than one week's vacation will submit the week(s) requested for vacation. If more than 10% of the workforce requests a particular week, seniority governs.

A written vacation schedule will be posted after it is finalized but in no event shall it be posted later than January 31 of each contract year. Subsequent changes will be made on a first come, first served basis; senior Team Members cannot displace junior Team Members after January 15.

If a holiday falls during a Team Member's vacation, the Team Member will be paid holiday pay for the holiday in addition to his/her vacation pay or the Team Member, at his/her option, may extend their vacation an additional day.

Vacation cannot be carried from year to year; if a Team Member fails to take vacation during the year in which it is due, he will be compensated for time not taken. All unpaid vacation compensation shall be payable before the last pay period prior to the Christmas holiday.

#### **Section 4 Vacations During Shutdown**

In the event of reduced requirements precipitated by the customer (i.e., GM summer shutdown) Ai will communicate with the workforce in advance of the shutdown to obtain each Team Member's preferences regarding the following options:

1. Take vacation week, if earned, during the shutdown (Optional).
2. Accept work assignments during the shutdown, if available, based on seniority (optional).

#### **Section 5 Compensation**

For each day of paid vacation, a Team Member will be paid based on his normal hourly rate times 10 hours or 8 hours which ever is applicable.

If more than one week's notice of a Team Member's intention to take vacation is given, vacation pay will be paid on the payday before the vacation begins. Such a request must be in writing.

If a Team Member has at least one week of vacation (at least 40 hours), the Team Member may elect to receive vacation pay in lieu of time off. If a Team Member elects to "sell" a weeks vacation, he shall notify his supervisor in writing and will receive payment for his sold week in the next regularly scheduled paycheck. This shall be limited to a one-week block.

#### **Section 6**

In the event of termination of employment, the Team Member shall be paid for any earned accumulated vacation hours. A terminated Team Member will be compensated at the appropriate prorated share of 1600 hours worked.

## **ARTICLE 23 EARNED PERSONAL TIME OFF (EPT)**

### **Section 1 Eligibility Team Members Hired Prior to July 1, 2004**

All regular, active Team Members who have successfully completed their introductory period are given credit for three (3) days of earned personal time (EPT) at the beginning of each calendar year.

### **Section 2 Eligibility Team Members Hired After July 1, 2004**

All Team Members who have successfully completed their introductory period are given credit for (EPT) as follows:

1. 91<sup>st</sup> day One (1) EPT Day
2. 1<sup>st</sup> Year January 1 following hire date One (1) EPT day (Total 2 days)
3. 2<sup>nd</sup> Year January 1 One (1) day (Total 3 days)

### **Section 3**

Other than in the case of sickness or emergency, the Team Member must provide at least 24 hours advance notice to his/her Manager requesting the use of an EPT day. An EPT day may be granted by Ai if it does not disrupt operations. Whether your request "disrupts operations" is the sole discretion of your Shift Manager. If a response to the request is not returned within 24 hours, the request is assumed approved.

### **Section 4 Payment for EPT Days**

A Team Member will be paid for EPT days at their straight time rate (Flint 10 hours, Genesee 8 hours).

### **Section 5 Reimbursement for unused EPT Days**

At the end of each calendar year, unused paid EPT days are paid at the straight time rate.

## **ARTICLE 24 BEREAVEMENT LEAVE**

### **Section 1**

In the event of absence from work due to the death of an immediate family member, you are granted a paid Leave of Absence of up to three (3) consecutive scheduled working days. Your immediate family is defined as your, or your spouse's, biological parent, adoptive parent, stepparent or foster parent, or your spouse's or your

children, brother, sister, step brother, step sister, mother-in-law, father-in-law, grandparent, or grandchild. Additional time off may be acquired through the personal Leave of Absence policy.

## **Section 2**

Unpaid funeral leave for other family or close non-family members may be permitted at the discretion of your supervisor. You may submit a request for unpaid excused time off to your supervisor. Additional time off may be acquired through the personal Leave of Absence policy.

## **ARTICLE 25 LEAVES OF ABSENCE**

### **Section 1 Leave of Absence**

A regular active Team Member who has completed their introductory period is eligible for an unpaid Leave of Absence. If you wish to request a Leave of Absence, you must submit a written request to your Manager at least two (2) weeks prior to the requested starting date of the leave. In the case of a non-medical emergency, you should give as much notice as practical. The request must include the reason for the unique circumstances for the leave, the amount of time requested and the date of return to work. Leaves will be granted in forty (40) hour increments. Leaves are unpaid and are granted at your Manager's discretion. A Leave of Absence must not exceed thirty (30) days. Earned vacation time and EPT time must be taken prior to requesting a Leave of Absence.

Be aware that during a Leave of Absence, your benefits program is affected. At your option, you can maintain your insurance benefits at their current level, subject to policy terms and conditions, by making timely payments of the appropriate premium.

Upon the Team Member's return from a 30 day Leave of Absence, Ai will return you to your regular job. If your Leave of Absence is extended past 30 days Ai will attempt to place you on a similar job for which you are qualified.

Failure to report to work as scheduled following a leave may result in disciplinary action up to and including termination. Leaves of absence are not considered in computations for a Team Member's eligibility or used for computing such benefits as vacations or holidays.

Upon written application, a Leave of Absence (not to exceed thirty (30) days, without pay) for a specified purpose may be granted to Team Members at the discretion of Ai. However, Ai agrees to grant a Leave of Absence whenever feasible. No Leave of Absence shall be granted for the purpose of working elsewhere or for self-employment. Leaves of absence shall not be renewed unless by mutual agreement between the

Company, the Team Member and the Union; and seniority shall accumulate during the leave.

## **Section 2 Military Leave**

Ai recognizes that it is subject to Federal and State Laws requiring that Team Members be provided with leaves of absence to serve on active or training duty in the Armed Forces, the Reserves or the National Guard.

A Team Member on such a leave will receive the difference between his/her military pay and the Team Member's weekly guarantee pay under the following terms and conditions.

Team Member called to active duty must notify Ai as soon as possible, but in no event later than the first scheduled workday the Team Member misses on active duty. The Team Member's job may be posted after 30 days of their leave if the leave is extended.

The Team Member must provide information confirming the amount of military pay received.

## **Section 3 Jury Duty**

Ai will comply with the obligations of State Law in the states in which Team Members reside for all Team Members summoned to jury duty, including Ai's obligation to grant time off and the Company's financial obligations. In no case, however, shall a Team Member receive less than 8 hours (Ai Genesee)/10 hours (Ai-Flint) times the applicable straight rate for each day of jury duty, which includes compensation that the Team Member receives from the Court, excluding travel and meal allowance.

In order for a Team Member who receives a jury duty summons to receive the compensation to which he/she is entitled for day(s) spent on jury duty, the Team Member must either:

Present his/her jury duty summons to his/her Manager, if time permits prior to the start of the Team Member's duty; or if time does not permit, the Team Member will notify his/her supervisor and present a copy of the jury duty summons and time served to his/her Manager upon his/her return to work.

Any Team Member who is called for jury service or is called to and reports for an interview or an examination to qualify him/her for selection to a jury shall be considered to have performed jury duty and shall qualify for jury duty pay if otherwise eligible as provided herein. On B and C crew when working afternoons, Team Members may work ½ of their shift and leave early to be rested.

## **Section 4 Union Leave**

Any Team Member elected or appointed as a Union Representative shall be granted a Leave of Absence when requested by the International Union, Local Union President or Local Union Chairperson, provided such request is made at least twenty-four (24) hours in advance of the start of the leave. Union agrees to provide seven (7) calendar days notice to Ai if the leave is for a week or longer, except in the case of an emergency. All Union leaves will be without pay. Seniority will continue during leave.

Appropriate requested leaves will be granted for a minimum of two (2) hours or a Team Member's shift, and shall not exceed one year.

## **ARTICLE 26 FAMILY MEDICAL AND LEAVE ACT OF 1993 (FMLA)**

The Family and Medical Leave Act (FMLA) became effective on August 5, 1993 and entitles eligible Team Members to take up to twelve (12) weeks of unpaid job-protected leave in a twelve (12) -month period for specified family and medical reasons. The following is an explanation of Ai's Team Members rights and duties under the FMLA. Any questions about this policy or the Team Member's rights and responsibilities under the FMLA should be referred to the Ai Plant Administrator.

### **Section 1 General Eligibility**

1. Team Members are eligible for FMLA leave if they have worked:
  - a. For Ai for at least twelve (12) months; and
  - b. For at least 1,250 hours during the twelve (12) month period immediately preceding the start of the leave.
2. An eligible Team Member is entitled to up to twelve (12) weeks of unpaid FMLA leave in a twelve (12) month period for any of the following four reasons
  - a. Birth and care of a newborn child of the Team Member;
  - b. For placement with the Team Member of a child for foster care or adoption.
  - c. To care for the Team Member's immediate family member (spouse, child, or parent) with a serious health condition; or
  - d. To take medical leave when the Team Member is unable to perform the functions of the Team Member's job because of a serious health condition.
3. For purposes of FMLA, Team Members are entitled to twelve (12) weeks of leave in a twelve (12) month period calculated on a rolling twelve (12) month period measured backward. In other words, anytime a Team Member requests FMLA leave, his or her entitlement would be any remaining balance of the twelve (12) weeks that had not been used during the rolling twelve (12) months.
4. Each eligible Team Member is limited to a maximum of twelve (12) weeks of FMLA leave during the time period described above.

5. Eligible spouses both employed by Ai are only entitled to a combined total of twelve (12) weeks of FMLA leave (calculated as described above) for the birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent with a serious health condition. If either spouse or his or her child suffers from a serious health condition, both spouses are entitled to twelve (12) weeks of unpaid FMLA leave (calculated on a rolling twelve (12) month period measured backward).
6. An eligible Team Member may take an intermittent leave to care for an immediate family member with a serious health condition or that Team Member's own serious health condition.
  - a. Eligible Team Members seeking to take intermittent leave must give Ai as much advance notice as practicable of the need for the leave.
  - b. When an eligible Team Member is taking intermittent leave in order to undergo treatment or to care for an immediate family member undergoing treatment, he or she must make a reasonable effort to schedule the treatment so as not to unduly disrupt Ai operations.
  - c. Ai may require that an eligible Team Member taking intermittent leave transfer temporarily to an alternate position or a part-time schedule, with the same pay and benefits, which better accommodates the Team Member's recurring periods of absence.
  - d. Ai will not permit an eligible Team Member to take intermittent leave for the birth and care of a newborn or the placement of a child for adoption or foster care.
7. FMLA leave for childbirth, newborn care or adoption or foster care placement, must be concluded within twelve (12) months from the birth or placement of the eligible Team Member's child.
8. FMLA will run concurrently with applicable leaves (i.e. short term disability, workman's compensation).

## Section 2 DEFINITIONS

1. A serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves:
  - a. Inpatient care (an overnight stay) in a hospital, hospice or residential care facility, including any period of incapacity, or any subsequent treatment in connection with that inpatient care.
  - b. A period of incapacity of more than three (3) consecutive calendar days (including any subsequent treatment relating to the same condition) that also involves either (a) treatment two (2) or more times by a health care provider; or (b) treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment.
  - c. Any period of incapacity due to pregnancy or prenatal care.
  - d. A chronic condition which (a) requires periodic visits for treatment by a health care provider; (b) continues over an extended period of

time; and (c) may cause episodic rather than a continuing period of incapacity (i.e., asthma, diabetes, epilepsy).

- e. A period of incapacity, which is permanent or long-term due to a condition for which treatment may not be effective (i.e., Alzheimer's, a severe stroke, terminal stages of a disease).
- f. Any period of absence to receive multiple treatment (and recovery there from) by a health care provider either for restorative surgery after an accident or injury, or for a condition that would likely result in period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention (i.e., cancer, severe arthritis, kidney disease).

**2. Immediate Family Member:**

- a. An eligible Team Member's husband or wife.
- b. An eligible Team Member's biological parent, adoptive parent, stepparent or one who has stood in the place of a parent. The definition does not include a parent-in-law.
- c. An eligible Team Member's biological, adopted or foster child, stepchild or legal ward, under the age of eighteen (18) or over the age of eighteen (18) who is incapable of self-care due to physical or mental disability.

3. "Health Care Provider" is defined as any doctor of medicine or osteopathy, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse-midwife, clinical social worker, and Christian Science practitioner authorized to practice in the State.

**Section 3 PROCEDURES FOR REQUESTING LEAVE**

All eligible Team Members must notify their Shift Manager and the Plant Administrator in writing of the need for FMLA leave and the anticipated timing and duration of the leave.

- a. If the leave is anticipated, an eligible Team Member must provide, where practicable, a thirty (30) day advance notice.
- b. If the need for FMLA is not anticipated, a Team Member must notify Ai as soon as practical.
- c. A Team Member planning medical treatment should consult with his or her Manager and make every reasonable effort to schedule such treatment as to not interrupt Ai's schedule unduly.
- d. If an eligible Team Member fails to give thirty (30) days notice for foreseeable leave and provides no reasonable excuse for the delay, Ai may delay the taking of the FMLA leave until at least thirty (30) days

- after the date the Team Member provided notice of the need for leave.
- e. Ai will provide written notification to those Team Members requesting an FMLA leave.
  - f. Ai will count the requested and approved FMLA leave against the rolling twelve (12) week leave entitlement Medical Certification:
  - g. Ai may require that an eligible Team Member's request for FMLA leave to care for a seriously ill family member or his or her own serious health condition be supported by a certification issued by the health care provider of the Team Member or the Team Member's ill family member.
  - h. Ai will provide a Team Member written notification of the need for initial medical care certification. Ai may request subsequent medical certification.
  - i. Ai will supply a Team Member with a form to use to obtain medical certification. Information required to complete the form includes: a statement describing the serious health condition, the date the serious health condition commenced and its probable duration, and whether the Team Member will have to take intermittent leave.
  - j. Ai has the option of retaining a second and third opinion from a health care provider at Ai's expense if it has reason to doubt the validity of the medical certification.
  - k. Ai may also request re-certification throughout the FMLA leave in thirty (30) day intervals. If Ai requests re-certification, the Team Member must respond within fifteen (15) days of the request. The re-certification is at the Team Member's expense.
  - l. A Team Member seeking to return from an FMLA leave prompted by his or her own serious health condition that made the Team Member unable to perform his or her job will be required to provide Ai with medical certification that he or she is able to return to work.

#### **Section 4 BENEFITS**

1. During a Team Member's FMLA leave, the Team Member will continue to be covered by Ai's health care benefits under the same terms and conditions in effect the day before the leave begins. The health care benefits available to Team Members on FMLA leave will be subject to same terms and conditions as other Team Members of Ai. During FMLA leave, a Team Member remains responsible for any co-payments under the health insurance plan.
2. Ai will seek to recover the cost it paid for Team Member health care benefits during an FMLA leave if the Team Member does not return to work following the leave, except in the case where a Team Member is

prevented from returning to work due to the serious health condition or other circumstances beyond the Team Member's control.

## **Section 5. REINSTATEMENT**

1. A Team Member returning to work from an FMLA leave shall be placed in his or her former job or an equivalent position, with equivalent pay, benefits and duties. Taking FMLA leave will not result in the loss of any fringe benefits otherwise available to Ai Team Members or any benefit that had accrued to the Team Member prior to taking FMLA leave.
2. Ai, at its option and expense, may require that a physician or physicians of its choosing examine a Team Member seeking to return from an FMLA leave to determine if the Team Member is fit to return to work.
3. If the Team Member exhausts the 12 weeks of FMLA prior to returning and is granted an extension under the Leave of Absence policy. The Team Member will not be guaranteed the same position upon return.

## **ARTICLE 27 HOURS OF WORK**

### **Section 1 Work Week**

The normal workweek is forty (40) hours, consisting of four (4) ten-hour workdays or five (5) eight-hour days. Ai schedules the beginning and ending times for each shift to meet operating schedules and customer demands. Ai will also have the right to schedule overtime whenever, in its opinion, it is necessary or advisable to do so. Ai and the Union will review customer requirements with the workforce regarding starting and ending times.

### **Section 2 Overtime**

Overtime of time and one half shall be paid for all hours worked in excess of 40 hours per week. Paid vacation days, paid EPT days and holidays count towards hours worked in determining overtime.

### **Section 3 Breaks**

Team Members are provided the following breaks throughout the workday:

#### **Eight Hour work schedule**

- One 15 minute paid break prior to lunch
- One 15 minute paid break after lunch
- One 30 minute unpaid lunch

#### **Ten Hour work Schedule**

- One 18 minute paid break prior to lunch
- One 18 minute paid break after lunch
- One 30 minute unpaid lunch

Team Members accumulate three (3) minutes per hour break-time for each hour worked after their normal schedule crew. Break times will be determined based on the need to meet the customer's expectations.

#### **Section 4 Call in Pay**

A Team Member called to work or permitted to come to work without having been notified by Ai that there will be no work, shall receive a minimum of four hours pay at the regular hourly rate, except in cases of labor disputes, or other conditions beyond the control of Ai. In the event a Team Member is sent home after four hours of work, he/she will be paid for the time worked.

#### **Section 5 Unforeseen Circumstances**

It is agreed that the parties cannot foresee every conceivable wage question, which may arise in the future. It is agreed that the parties shall meet and agree on any wage question, which is not addressed in this agreement as such questions may arise.

### **ARTICLE 28 TIME KEEPING**

#### **Section 1 Time Card**

Each Team Member must clock their own time card, badge, etc. Time worked other than the regular shift must be pre-approved and initialed by their Shift Manager.

#### **Section 2 Tardy**

When a Team Member is tardy for work, after clocking in, he/she shall report to his/her Manager immediately for assignment.

#### **Section 3 Plant Entrance**

A Team Member may not enter the plant or remain on the premises unless he/she is on duty or scheduled for work. Team Members can clock in prior to their starting time and shall clock out immediately when their shift is complete.

#### **Section 4 QSG Only**

When conducting out-of-plant containment activity, the containment Team Members are not required to punch the time clock at their home base. However, the Team Member must notify the appropriate coordinator / Manager of their starting and ending times on the day worked.

Starting and Ending times will be indicated by the following:

Punch in and punch out at the home base.

Predetermined start time and end time at customer location including allowed travel time.

Allowed Travel Time Formula:

D = Distance from Home to Ai (Flint or Genesee)

C = Distance from Home to customer location

Reimbursable Mileage =  $M = (C-D)$

Allowed travel time =  $M \times 1.5$  (minutes)

## **ARTICLE 29 PAYROLL**

### **Section 1 Payment Procedure**

Checks are distributed weekly, on Thursdays; see your Plant Administrator for check release dates and times. Checks may be available Wednesdays *after 2:30 p.m. At no time will a paycheck be released before 2:30 p.m. on Wednesday.* Although checks may be available for collection on Wednesday, all paychecks are dated for Thursday.

If a Team Member does not pick up his/her paycheck by the end of the business day on the Friday following pay day, it will be mailed to their address of record on that day. Team Members, who find it necessary to send a representative to obtain their paycheck, must provide written authorization.

### **Section 2 Holiday Weeks**

During holiday weeks, an announcement is made if the payday is altered. When holidays fall on a Monday, the payroll checks and direct deposit feature may not be available until the following business day (Thursday).

### **Section 3 Pay Period**

Team Members are paid for the hours worked or earned during the previous pay period, on a Monday through Sunday basis. Should a Team Member experience an error in pay, he/she should report it to his/her Shift Manager who will insure that it is brought to Ai's attention. Ai will make any required corrections or adjustments as quickly as possible, but no later than the next regular paycheck.

Each Team Member has the flexibility of direct deposit to most financial institutions (banks, credit Unions, S & L's, etc.).

## **ARTICLE 30 ATTENDANCE POLICY**

### **Section 1 General**

Ai is a production facility, tied to the customer's assembly plants. Therefore, the customer determines Ai's entire production schedule.

We realize that illness, accidents, family matters, etc. may occasionally keep Team Member's from working their scheduled shift. When this happens, Team Member's

**must call Ai's call-in number and report their tardy or absence within three (3) hours of the start of their shift/crew.** If this is the second consecutive day of absence, Team Member's are required to talk to their Manager. If Team Member's are personally unable to call, have someone else call for them. Failure to report may result in disciplinary action up to and including termination.

If Team Member's qualify for **Family Medical Leave (FMLA)**, they will be placed on FMLA. For more information, see the Article 26 FMLA Leave of Absence.

## **Section 2 Policy**

Team Members are expected to be reliable and punctual in reporting for work. Absenteeism and tardiness not only places a burden on other Team Members, but also affects our ability to meet customer requirements. Therefore, it is important that all Team Members are present at work and on time on a regular basis.

## **Section 3 Definitions of Terms Used in This Policy**

**Absence Occurrence** – If a Team Member is absent for one (1) working day, he will be charged with one (1) point. Team Members who report to work more than **4 hour (AI-Genesee)/ 5 hours (AI-flint)** after the start of the shift will be charged (1) point.

**Tardy** If a Team Member is tardy, **less than 4 hour (AI-Genesee)/ 5 hours (AI-flint)** from the start of the shift, he/she will be charged with one-half (1/2) of a point.

**Early Out Occurrence** If a Team Member leaves early after being told no from the Shift Manager the Team Member will be subject to the following steps of progressive discipline (First Offense: Written Warning and Balance of Shift, Second Offense Three (3) Day Suspension, Third Offense: Discharge. If the Team Member is allowed to leave due to an emergency they will be required to provide documentation of their emergency within 24 hours.

## **Section 4 Attendance Occurrence Schedule**

Absences, tardiness or leaving early for the following reasons will not be considered an occurrence and no points will be deducted from the Team Member's total points:

1. Work related injury or follow up treatment
2. Jury duty/court orders out of the Team Member's control (Reviewed by Company and Union for determination).
3. Military Duty
4. Funeral Leave
5. Leave of Absence
6. Holiday
7. Vacation

- 8. FMLA
- 9. Union Business (Article 25 Section 4)
- 10. EPT
- 11. SNOD
- 12. Suspension

Team Members should make every effort to substantiate their claim prior to an above absence from work but no later than the first day they return to work following an absence.

### Section 5 Attendance/Tardy Procedure

The point system is a perpetual attendance system beginning on the Team Member's 90<sup>th</sup> day.

#### Points

#### Result

4 points

Meet with Manager to review attendance record and ensure understanding of attendance policies and available options to avoid further occurrences. **A First written warning letter** will be issued and reviewed that explains attendance status, policies and expectations. Copy to personnel file

3 points

Meet with Manager to review attendance record and ensure understanding of attendance policies and available options to avoid further occurrences. **A Second written warning letter** will be issued and reviewed that explains attendance status, policies and expectations. Copy to personnel file.

2 points

Meet with Manager to review attendance record and ensure understanding of attendance policies and available options to avoid further occurrences. **A Final written warning letter** will be issued and reviewed that explains attendance status, policies and expectations. Copy to personnel file.

1 point

Meet with Manager to review attendance record and ensure understanding of attendance policies and available options to avoid further occurrences. **Balance of day (suspended before lunch) and One-day suspension without pay** will be issued and reviewed that explains attendance status, policies and expectations. Copy to personnel file. **Once a Suspension has been served for .5 - 1 point. Then issuing a 2<sup>nd</sup> write up for .5 - 1 point it will be considered time served for 1 rolling year.**

0 point

Meet with Manager to review attendance record and ensure understanding. **Termination** will be issued. Copy to personnel file.

### **Section 6 No Call No Show**

No Call and does not show up for work - **NCNS** Warning letter is issued and will result in 1 point on the first instance. The next occurrence of a "no call, no show" will result in termination.

Calling to report a late arrival, and then failing to report for work without calling back to report an absence, is as disruptive as a no call, no show. Such circumstances are treated as a no call, no show and will result in 1 point on the first instance. A second no call no show will result in termination from employment in a rolling year.

If a Team Member is going to be late or absent from work, then the Team Member must call in during the first three (3) hours of scheduled work time. The Team Member must call in every day that they are absent. If the Team Member fails to call

in and does not report for work during the first three hours, then the Team Member will be considered a no call, no show. If the Team Member calls to report a late arrival, and subsequently does not show up or call back to report an absence, the Team Member will be considered a no call, no show as well. No Call No Show shall remain on Team Member's progressive discipline record for 12 months following date of occurrence (per Article 15).

### **Section 7 Earned Points**

Team Members may improve their attendance record through perfect attendance. For each **five (5)** full weeks of perfect attendance (zero points accumulated) starting the first Monday following an occurrence, a Team Member will earn one (1) point. The points can be accumulated up to a maximum of twelve (12) points. Team Members cannot earn points if they are laid off, leave of absence, suspension, court orders.

The normal shut downs (July and December) will be considered earning weeks for attendance points. No more than 2 weeks will be allowed for each shut down period.

### **Section 8 Scheduled Non Occurrence Days (SNODS):**

If there are more people than required for the normal operations and/or if someone is available to replace a Team Member and is trained on the Team Member's job, the Team Member may take a SNOD with their shift Manager's approval. SNODS will not count as an unexcused absence, but will forfeit the call in pay policy. SNODS will be awarded rolling through the seniority list organized by team.

### **Section 9 Attendance Incentive**

Team Members will be compensated for exemplary attendance in the last paycheck of each calendar year as following:

Perfect Attendance Zero Absences, Tardies, or Leave Early **\$200**

The calculation will be based on absences (in a calendar year) only; the points will not be taken into consideration for the incentive. In general, an "attendance occurrence" indicates excessive absenteeism. Of course, approved time off for a earned personal days, earned vacations, FML, paid funeral, military or jury duty), are not "attendance occurrences."

## **ARTICLE 31 EQUALIZATION**

### **Section 1**

Each area has a predetermined number of Team Members to run an area. Ai will be responsible to determine if additional Team Members are required to keep the area fully staffed so it does not place an extra burden on the other Team Members or put Ai in jeopardy of shutting down it's customers.

Ai will attempt to maintain a reasonable balance of hours between shifts, classifications, and departments. Excessively high or low balance of hours will be brought to the attention of Ai and the Union for prompt review. If overtime hours are equal, the highest seniority Team Member within the classification will first be offered the available overtime hours. If overtime hours are not equal, the Team Member(s)

with the lowest balance of hours on the shift within the classification will be offered the overtime.

If ten (10) or more bargaining unit Team Members are working overtime, a Union Committee Person shall be one of those working overtime.

## **Section 2 Equalization Groups**

The following Equalization Groups, by crew, have been established for Ai:

- Group A Hi-lo drivers (includes line support and Hot Shot drivers)
- Group B Sub Assembly/Sequencing/Janitors/Material Clerks
- Group C QSG
- Group D Leaders
- Group E Maintenance Helpers

It is understood that Team Members assigned overtime must be capable of performing the assigned work without an adverse impact on efficiency of operations including Quality and Customer expectations.

## **Section 3 Administrative**

Equalization of hours shall be kept on a continuous basis and updated weekly. At the beginning of each year (January 1<sup>st</sup>) and again at the beginning of each model year (typically July 1<sup>st</sup>), the Team Members will be assigned zero hours.

1. UAW Committee is responsible to administer equalization of hours and call in Team Members when necessary.
2. Overtime hours are not equalized between shifts.
3. Hours will be credited in terms of total pay hours involved. Hours accepted or refused will be recorded as such.
4. A Team Member, who works on a Paid Holiday covered by the Holiday Pay Section of the Agreement, shall be credited only for hours paid under the Hours at Work Section of the Agreement.
5. When a Team Member works in his own equalization group, or any other group he/she will be credited with the hours accepted or refused.
6. When hours are available to a Team Member and he/she is absent or fails to come to work for any reason, then Team Members shall be credited as if he/she worked them.

## **Section 4**

The following procedure will be utilized for determining overtime hours for transferred, Introductory Team Members, Union Representatives and for Team Members returning from any type of layoff or approved Leave of Absence.

1. If the Team Member has accumulated overtime hours from his previous group those hours will be credited to the Team Member in their new group.

2. Introductory Team Members who have successfully completed their introductory period will be credited with the average hours of the equalization group in which they are then working.
3. Hours will not be charged during the period of time a Team Member is serving as a Chairperson or Committee Person. When such an individual ceases to function in the above position he/she will be credited with the average hours of the equalization group in which they are then working.

It is understood that no provision of these Administrative Rules shall interfere with the efficiency of the operation or adversely impact the Customer's requirements.

## **ARTICLE 32 TEAM LEADERS AND BACK UP TEAM LEADER: JOINT INTERVIEW AND SELECTION PROCESS**

The Team Leader and back up Team Leader will play a critical role in insuring that team effort is properly coordinated and focused in terms of achieving world-class quality standards on a continuous basis. Team Leaders and back up Team Leaders or designee will be responsible to train Team Members. A Team Leader will receive an additional \$1.25 per hour in compensation. It is critical that any Team Member designated, as Team Leader or back up Team Leader possess the necessary leadership skills, job knowledge, and the ability to effectively interface with others. The Shift Manager and Crew Committee Person will review and determine individual's qualifications. A person selected for the Team Leader or back up Team Leader position must have the ability to perform all work content in area of responsibility and possess recognized leadership ability and interpersonal skills.

The process for selecting a Team Leader or back up Team Leader is:

1. The Team Leader or back up Team Leader opening is posted for application.
2. The Team Leader or back up Team Leader position will first be offered to the qualified individual within the area that meets the specified criteria and applied for the opening. Where qualifications are equal seniority will prevail.
3. If the position is not filled from within this area, the position will be offered to a qualified individual from another area in the same manor as specified in rule 2.
4. If a qualified candidate is not available to fill an open position, then the position will be posted for application. The Company and Union will evaluate the applications and select and train a candidate for the position. The Company will notify the UAW of the selected Team Member.
5. The Shift Manger and the Crew Committee Person will participate in a 30-60-90 review, a bi-annual review at the team's request, to assist in the Team Leader or back up Team Leader's development.
6. A leadership position is a promotion. Leaders may choose to step down at any time (with a two week notice) and return to their former classification.
7. Team Leader or back up Team Leaders performing in an unsatisfactory manner may be removed from their position after a joint review with Management and

Union at managements discretion after the UAW has been notified of this decision.

## **ARTICLE 33 HOT SHOT DRIVERS**

### **Section 1 Hot Shot Drivers**

A designated Hot Shot Driver per Crew/Shift will be posted however this will not be a separate classification from Hilo.

### **Section 2 Damage to Equipment and Property**

A Team Member who is responsible for damage to or the loss of equipment or material will not be required to pay the cost of equipment or material or replacement or equipment or material incurred by Ai unless the loss was due to an intentional act by the Team Member.

### **Section 3 Responsibility for Traffic and Safety Violations**

Ai is responsible for any fines or penalties incurred by Team Members that are caused by compliance with Ai's instructions. In the event a Team Member expresses a legitimate concern with a dispatch order and is overridden by his manger, and is subsequently fined, payment of the fine will be Ai's responsibility.

However, a Team Member is responsible for any fines or penalties caused by the individual's actions or neglect.

### **Section 4 CDL Licensing**

A Team Member with a valid drivers license will be identified for each crew for Hotshot purposes. Team Members will be trained and reimbursed for costs of CDL licenses if required.

## **ARTICLE 34 REDUCTION OF WORKFORCE**

### **Section 1**

Where applicable, special project work during Christmas and July is to be performed by Union Team Members. Ai will make every attempt to use volunteers to accomplish this project work. In the event that mandatory customer production is scheduled Ai will notify the Union in advance of the work schedule for all Team Members. Ai will make every attempt not to schedule mandatory training during these periods.

### **Section 2**

In the event that the workforce must be reduced for 31 days or more, Ai will lay off Team Members in order of seniority, lowest first. In the event that the workforce must be reduced on a temporary layoff (30 days or less), Ai will lay off Team Members in voluntary inverse order of seniority at their location by teams.

### **Section 3**

Laid off Team Members will be recalled in reverse order of layoff at their location with the option to be returned to their original location at the first available open position. Ai will contact the laid off Team Members by registered mail and phone at his last known address or hand delivery signed for by the Team Member. Laid off Team Members will be given the first opportunity to return to work, by order of seniority. The Team Member will have 7 days to return to work after notification of recall. Team Members should make themselves available sooner than 7 days if they are able.

### **Section 4**

Ai will notify the UAW of any workforce reduction as soon as possible after Ai is notified of the event that makes the reduction necessary. Such notice will be at least seven (7) calendar days, except where Ai receives less than 7 days notice of layoff.

During the period of recall, which will not exceed 7 days, Ai will not be held liable for work performed by outside vendors, or temporary Team Members in the event all available bargaining unit Team Members have been afforded the opportunity to work.

### **Section 5**

If the parties should encounter any unforeseen circumstances, they shall meet and resolve such difficulties as quickly as possible.

## **ARTICLE 35 CREW PREFERENCES**

### **Section 1**

Seniority Team Members may exercise crew preference not more than once per year. Crew preference will be granted in order of seniority by the following categories (the categories are for crew preference only); and shall be made no later than 2nd week following the Team Member becoming eligible for a crew change.

Sequencer/Assemblers

Hilo – Cell and Dock

Janitorial

Maintenance Helpers

Line Leaders – only able to crew preference same job and area

Dock Leaders - only able to crew preference same job and area

A/R Hilo

A/R Sequencer/Assemblers

Material Clerks

### **Section 3**

Individual Team Members may temporarily exchange crews up to 30 days with a qualified Team Member where both Team Members involved agree, as well as the change approved by the crew Manager(s) and the Crew Committeeman in writing.

## **ARTICLE 36 JOB BID**

### **Section 1**

Bidding will occur when there is an open position. A Team Member can bid twice in a 12-month period. It is agreed that when permanent openings occur, such positions shall be filled in the following manner:

Job Posting will be posted in the facility, where the open position is available.

Persons with requisite qualifications in order of seniority shall be awarded the posted position.

Once a job bid is awarded and the Team Member has started the cross training process, Team Members cannot decide to forfeit the awarded job bid.

If the position remains unfilled, then it will be sent to the other facility for posting.

### **Section 2 Backfill Positions**

1. The resulting backfill position will then be posted in both facilities.
2. If the position remains unfilled, then the lowest seniority Team Member from that facility or an outside source fills the position that is made available due to the backfill.

In the event the Team Member is not skilled in the duties of the new position he/she shall be given thirty (30) days to become proficient. Ai will use the 30-60-90 day feedback. In the event the Team Member does not become proficient, the Team Member shall return to his/her previous classification. The Shift Committee Person and the Shift Manager shall determine "Proficiency". In the event of their failure to agree Ai shall make the determination.

### **Section 3 QSG**

The Ai-QSG team services Ai-Flint and Ai-Genesee are considered as one classification. New Team Members entering the Ai-QSG will establish their seniority date as of the date of entry into the classification.

Ai-QSG Team Members are able to bid on an open job within Ai-Flint or Ai-Genesee only if no Team Member inside the open classifications bid. Team Members in Ai-Flint and Ai-Genesee are able to bid on open jobs within the Ai-QSG only if no Team Member inside the closed classification bids. Team Members entering or leaving

QSG will establish a new seniority date as of the date of entry in the new classification.

## **ARTICLE 37 TRANSFERS TO POSITIONS OUTSIDE THE BARGAINING UNIT**

Team Members who are transferred or promoted to a non-bargaining unit position within Ai shall continue to accrue bargaining unit seniority for up to 90 (ninety) days. If the Team Member elects to be transferred back to the bargaining unit. After 90 (ninety) days no rights are retained.

Team Members transferring under the above paragraphs governed by the provisions of this agreement, may be allowed to return to the bargaining unit, for reasons other than layoff for a period of 90 days from date of transfer, to a position that his or her seniority at that time may permit. \*All back Union dues must be paid to retain original seniority date.

## **ARTICLE 38 LOSS OF SENIORITY**

### **Section 1 Loss of Seniority**

**Team Member seniority shall be lost and employment terminated if the Team Member:**

1. Quits or retires.
2. Is discharged and the discharge is not reversed through the grievance procedure.
3. Is absent for three (3) consecutive work days without a justifiable reason and without notifying the Company and has not reported to the Company by the end of the Team Member's scheduled shift on the third day stating the reason for the absence. *By losing seniority in this manner the Team Member will be considered as having voluntarily quit. Each case will be considered on its own merits and reason for failure to notify must be substantiated.*
4. Accepts employment elsewhere during a Leave of Absence.
5. Fails to report to work within three (3) days after any type of Leave of Absence, except the failure to report to work is caused by disability or other reason beyond the Team Member's control and the Company is notified of the facts within the above three (3) days. The Company may require satisfactory verification of the reason for the failure to report for work.
6. Is absent from work because of an on the job illness or injury for:
  - a. Not to exceed 18 months for new hires.
  - b. Not to exceed 36 months for Team Members with one to three years seniority.
  - c. Not to exceed the amount of time equal to his seniority for Team Members with greater than three years seniority or he reaches an injury settlement.

7. Fails to report to work after recalled from layoff under the provisions of Article 34.

## **ARTICLE 39 TEMPORARY TEAM MEMBERS**

### **Section 1**

In recognition of the need for maximum flexibility in meeting production requirements, the parties agree that the Company may meet staffing needs through the use of temporary employees to perform work of a short duration.

The Company will notify the Union of the use of temporary Team Members and the Company agrees not to utilize a temporary Team Member for more than 30 consecutive scheduled working days. If there is a need to extend that time frame for extenuating circumstances, then both Ai and the UAW will make a joint decision to approve the continuation of temporary employment.

### **Section 2 - QSG**

Once a temporary worker is assigned to a job a regular Team Member will only displace the temporary worker if there is no work available on the Team Member's scheduled workday. If a new containment job is started by Ai-QSG and no Team Members are available, the agreed process for Equalization of Hours shall be utilized prior to the scheduling of a temporary worker.

## **ARTICLE 40 SUBCONTRACTING NOTIFICATIONS**

Ai may subcontract work as long as it does not result in any layoff and will notify the Union well in advance of any possible subcontracting of existing bargaining unit work, which might present itself. This notification will contain information relative to the nature, scope and approximate dates of the work to be performed. The Union will be given ample opportunity to meet and have meaningful discussion and the opportunity to present a business case relative to such information prior to any decision being made as to whether the work should be subcontracted out.

## **ARTICLE 41 GENERAL PROVISIONS**

### **Section 1**

Team Members will keep Ai and the UAW advised of their correct mailing address. Notice of such address or any change thereof must be given to Ai in writing, and Ai shall be entitled to rely upon the addresses shown in its records. Ai nor the UAW are responsible for incorrect information

### **Section 2**

Ai will use video, audio, and/or electronic devices only to satisfy customer requirements and/or to resolve a security problem. In this event, the Union will be notified prior to placement and where the cameras will be placed.

### **Section 3**

Ai will fly the UAW flags on the flag poles out front of both facilities, providing the UAW provides the flags at no cost to the company.

### **Section 4**

Ai will give preferential consideration of applicants for employment that are laid off from a UAW facility.

### **Section 5**

Team Members interested in transferring to another Ai facility can fill out a transfer paper and submit to People Services. People Services will send the request to the selected facility. It will be the selected facility's decision on whether to accept the request to transfer. Ai will not be responsible for cost of relocation and the Team Member will fall under the selected facilities current contractual language.

## **ARTICLE 42 CONFLICTS WITH LAW**

### **Section 1**

In the event that it is determined that any provision of this Agreement is in conflict with any governing law or governmental regulation, the provision or provisions so affected shall no longer be operative or binding upon the parties, until the provision is revised to amend the unlawful issue, but the remainder of the Agreement shall continue in full force and effect.

## **ARTICLE 43 NON-DISCRIMINATION**

### **Section 1**

In accordance with Federal and State Law, neither the Company nor the Union shall discriminate, nor cause, nor attempt to cause the other to discriminate against any individual with respect to such individual's compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, gender, national origin, age or disability and sexual orientation.

### **Section 2**

An employee with a claim of discrimination (including but not limited to issues of harassment or failure to provide requested reasonable accommodation to a disability) is expected to bring the claim to the attention of their Manager and/or the Union, which will then take up the issue with the appropriate parties with the objective of a resolution satisfactory to Ai, the Union and the Team Member.

## **ARTICLE 44 STRIKES AND LOCKOUTS**

### **Section 1**

The UAW and its members, individually and collectively, agree that during the term of this Agreement and any extension thereof there shall be no strike (including sympathy strike), unauthorized stoppages, intentional slowdowns or suspension of work, and Ai will not conduct any lockout.

### **Section 2**

It shall not be a violation of this Agreement and it shall not be cause for discharge, disciplinary action or permanent replacement if any Team Member refuses to enter any property, refuses to go through or work behind a Union-authorized picket line by Team Members, when said Team Members are involved in a strike.

### **Section 3**

Ai, as part of the consideration of this contract, agrees that neither the UAW, its officers, agents or members, shall be liable for damage for unauthorized stoppages, strikes, intentional slowdowns, or suspensions of work, if the UAW complies with all the provisions of the following section, and in such event the sole recourse and exclusive remedies of the employer to recover damages shall be those which are specifically provided in this Agreement.

### **Section 4**

The UAW agrees that as a part of the consideration of this Agreement, that it will take immediate steps to end any unauthorized stoppages, strikes, intentional slowdowns, or suspension of work, as soon as possible after a violation occurs.

The UAW shall deliver the following notice to Ai who shall post on bulletin boards or otherwise furnish such notice to the Team Members.

"To all members of Local 659, Dated, \_\_\_\_\_. You are advised that certain action took place today at \_\_\_\_\_. This action was unauthorized by both the Local and International Union."

"You are directed to promptly return to your respective jobs and to cease any action which may affect operations." The grievance(s) in dispute will be processed through the regular grievance procedures provided for in your contract."

It is agreed that an authorized officer of Local 659 and/or the International Union shall sign the notice above referred to.

## **ARTICLE 45 CHECK-OFF**

### **Section 1**

Ai, on the UAW's behalf shall deduct dues from a Team Member's earnings at a sum equal to two (2) hours straight time pay and will be based upon the Team Member's hourly wage rate, but excluding all other premiums for the job classification of record held by the Team Member during the pay period to which the deductions apply. Additionally, Ai will deduct initiation fees from the pay of each member of the Union for the UAW, the same to be levied in accordance with the Union's Constitution; provided however, that each Team Member shall furnish Ai with written authorization to make such deduction.

### **Section 2**

During the life of this agreement, Ai agrees to deduct from the pay of any Team Members covered by this agreement voluntary contributions to UAW V-CAP, provided that such Team Member executes or has executed the "Authorization for Assignment and Check-Off of Contributions to UAW V-CAP" form, and has furnished Ai with the authorization.

### **Section 3**

When Ai introduces new Team Members to Local Union representatives during orientation, the Local Union representatives will be given an opportunity to distribute the authorization forms referred to above.

### **Section 4**

Such deductions shall be made from the second pay period of each month and remitted to the designated Union office along with a check off record (name, Team Member I.D. number, social security number, address, amount) of dues, initiation fees or contributions withheld not later than the end of that month. If Ai fails to check off dues, initiation fees or contributions, the proper deduction will be made from the Team Member's check for the payroll period in which notice is given to Ai.

### **Section 5**

The UAW shall indemnify and save Ai harmless from all claims, demands, suits, or any other liability arising out of or by reason of action taken or not taken by Ai for the purpose of complying herein.

## **ARTICLE 46 BULLETIN BOARDS**

### **Section 1 Provide Bulletin Board**

Ai agrees to provide a locked, enclosed bulletin board, which will be used exclusively by the UAW for posting:

- (a) Notices of Union meetings.
- (b) Notices of Union elections.
- (c) Notices of Union appointments and the results of the Union elections.
- (d) Notices of Union recreational and social affairs.
- (e) Other notices concerning bona fide Union activity.

## **Section 2 Bulletin Board Locks**

The Union has the right to change the locks on all Union bulletin boards at the Union's expense.

## **ARTICLE 47 VENDOR REVIEW PROCESS**

### **Section 1**

Ai will provide vending services in the cafeteria for Team Members to use through local vending contractors. The decision to choose this vendor will be a mutually agreed upon decision between the Union and Ai. Ai agrees to provide financial information regarding the relationship with the vending provider.

## **ARTICLE 48 DURATION**

This Agreement for the economic portion will remain in force from July 1, 2007 through July 1, 2009 and thereafter for successive periods of one year unless either party shall, on or before the 60th day prior to expiration, serves written notice by registered mail on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement.

This Agreement for the non economic portion of the agreement will remain in force from July 1, 2007 through July 1, 2010 and thereafter for successive periods of one year unless either party shall, on or before the 60th day prior to expiration, serves written notice by registered mail on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement.

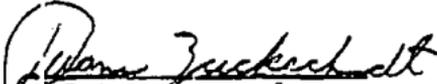
## **ARTICLE 49 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the successors and assigns of the parties hereto, except to the extent modifications are agreed upon by Ai and the UAW or their respective successors and assigns. Any benefits accruing to Team Members as a result of agreements with preceding employers or Management shall continue and be adhered to by the succeeding employers or Management.

## **ARTICLE 50 SEVERENCE PAY**

# Signature Page

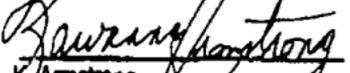
UAW, Region 1-C & Local 659

  
J. Zuckschwerdt

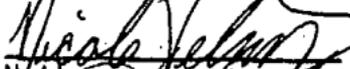
  
J. Thomas

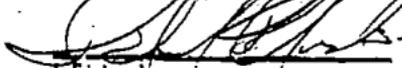
  
L. Velasquez

  
J. Chapman

  
K. Armstrong

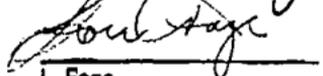
  
B. Wilson

  
N. Velasquez

  
I. Richardson

Al Flint/Genesee

  
D. Donnay

  
L. Fage

  
M. Uitt

  
D. M. Donnay

**Letter #1**

June 19, 2007

UAW Region 1-C  
1940 W. Atherton Road  
Flint, Michigan 48507

**Attention: J.T. Thomas, International Representative**

Subject: UAW / Ai Flint / Ai-Genesee Operational Issues

Dear JT:

During our discussions while negotiating the Collective Bargaining Agreement, a concern was expressed that the Safety Team Members have not been given sufficient time to investigate safety incidents and participate in safety reviews.

The purpose of this letter is to document Management's commitment to provide coverage for the Safety Team Members on their regular assignments while participating in activities associated with the Safety Team.

Sincerely,

**Ai Flint Campus**

Lou Fage

Cc: Lori Velasquez  
B. McDonell

**Letter #2**

June 21, 2007

UAW Region 1-C  
1940 W. Atherton Road  
Flint, Michigan 48507

**Attention: Mr. J.T. Thomas, International Representative Region 1C**

Subject: Supplier Corporate Citizenship

Dear Mr. Thomas:

During our discussions while negotiating the Collective Bargaining Agreement the UAW stated its interest in having Ai continue to recognize the importance of using suppliers which are good corporate citizens and which can be relied upon for quality products and reliable delivery. The UAW further pointed out that Ai's selection of and relationships with suppliers have a significant bearing on its relationship with the Union. The Union stressed the importance of Ai's use of high quality, reliable suppliers which maintain good, fair and equitable relations with their employees.

With this in mind and the fact that Ai is a "Directed Buy" supplier to our customers, only buying products from suppliers specified by our customer, Ai fully understands the Union's concerns in these matters, because quality products, uninterrupted delivery and good corporate citizenship contributes significantly to Ai's success as a corporation, and all of these factors have a direct bearing on the job and income security of UAW represented Team Members.

Therefore, when situations are brought to the attention of Ai by the Union in regards to a supplier who by the Union's standards are not considered good corporate citizens, Ai will notify identified supplier in writing, urging the supplier to treat their employees in a good, fair and equitable manner to provide them wages and benefits competitive within their industry, to provide a safe workplace and to avoid conduct which violates national or state labor and employment laws. In addition, Ai will copy the UAW when corresponding with the identified supplier.

Sincerely,

**Ai Flint Campus**

Lou Fage

Cc: Lori Velasquez  
B. McDonell

**Letter #3**

June 22, 2007

UAW Region 1-C  
1940 W. Atherton Road  
Flint, Michigan 48507

**Attention: J.T. Thomas, International Representative**

Subject: UAW / Ai Flint / Ai-Genesee One Time Job Bid

Dear JT:

During our discussions while negotiating the Collective Bargaining Agreement, a concern was expressed that Team Members and positions were not in line with operation requirements.

The purpose of this letter is to document Management's and Union's commitment to work together to discuss the feasibility and timing of a one time job bid to align Team Member's desires with the operation's need.

Sincerely,

**Ai Flint Campus**

Lou Fage

Cc: Lori Velasquez  
B. McDonell

**Letter #4**

June 25, 2007

UAW Region 1-C  
1940 W. Atherton Road  
Flint, Michigan 48507

**Attention: J.T. Thomas, International Representative**

Subject: UAW / Ai Flint / Ai-Genesee Maintenance Card Check

Dear JT:

Pursuant to our negotiations for the current Ai-Flint and Ai-Genesee Collective Bargaining Agreement, the UAW has asked if Ai would allow a card check for our Maintenance Team Members to determine if they would be interested in having the UAW represent them. As discussed, traditionally, the UAW has represented the skilled trades for the automotive work force. However, traditionally, Ai has worked directly with our skilled trades group and they are not represented by the UAW.

In the interest of moving these negotiations forward, Ai gives permission to Region 1C to meet with our maintenance Team Members to inquire if they would like to have the UAW represent them while employed by Ai-Flint/Ai-Genesee. If the majority of the maintenance Team Members elect to have the UAW represent them, Ai will recognize the UAW as their sole representative for wages, benefits and working conditions.

However, if the majority of the maintenance Team Members do not choose to have the UAW represent them, the UAW will honor their decision and not discriminate against them in the working relationship.

Additionally, this card check will occur in the next 48 hour period following acceptance of this letter. This will eliminate any drawn out process and disruption to Ai's operation. A mutually agreed to time and location to meet with the Maintenance Team Members will be established by both parties.

Sincerely,

**Ai Flint Campus**

David Donnay

Cc: Lori Velasquez  
B. McDonell

