

K# 9216

# Collective Bargaining Agreement

Between

**Premier Manufacturing Support Services, Inc.**



And

**International Union, United Automobile, Aerospace  
& Agricultural Implement Workers of America  
Local 659 at Flint Metal Center**



Effective: \_\_\_\_\_

4/4/09

The UAW Local 659 PREMIER Bargaining Committee unanimously recommends this Tentative Agreement.

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## **INTRODUCTION**

The Management of Premier Manufacturing Support Services, Inc. and UAW Local 659 recognize that they must effectively function as a team to prosper in today's globally competitive marketplace.

Premier acknowledges that Union and Management may have different ideas on various matters affecting their relationship. We are convinced that differences can be peacefully and satisfactorily adjusted by sincere and patient effort on both sides. Regarding the effort of work, we subscribe to the concept of "a fair day's work for a fair day's pay".

## **PREFACE**

Premier Manufacturing Support Services, Inc. and UAW Local 659 recognize their respective responsibilities under federal, state, and local laws relating to the legal principles of equal opportunity in employment practices.

### **Premier Objectives at the Flint Metal Center site:**

- Position Premier among the most valued primary suppliers to GM Flint Metal Center . Our performance will be measured in terms of Safety, Quality, Service and Price, and recognized by GM Flint Metal Center during the annual awards program.
- Continue the win/win relationship between GM Flint Metal Center and Premier.
- Position Premier for new service opportunities at GM Flint Metal Center.
- Establish the GM Flint Metal Center/Premier location as the "best in class" industry benchmark for our services.
- Generate expertise to be transferred elsewhere.
- Become a model for successful labor/management relations.

## **ARTICLE 1: AGREEMENT**

This agreement is entered into by and between Premier Manufacturing Support Services, Inc. which provides manufacturing support services for the GM Flint Metal Center location in Flint, Michigan, and Local 659 of the United Automobile, Aerospace and Agriculture Implementation Workers of America (UAW), International Union.

For the purpose of definition, the "Company" or "Management" refers to Premier Manufacturing Support Services, Inc. and the "Union" refers to Local 659 of the International UAW, Premier Unit Members and Bargaining Committee.

## **ARTICLE 2: UNION RECOGNITION**

The Company recognizes the Local Union as the sole and exclusive collective bargaining agent for permanent employees included in Article 7, Classifications.

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

## **ARTICLE 3: PERMANENT EMPLOYMENT PROBATIONARY PERIOD**

New employees will be considered as being on probation for the first ninety (90) calendar days from the date of last hire. ~~Such employees are at will and subject to discharge for good cause during the probationary period, which will not be subject to the grievance procedure.~~ Employees will enjoy seniority status upon completion of the probationary period

## **ARTICLE 4: CHECK-OFF**

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

During the life of this Agreement, the Company agrees to deduct Union membership dues levied by the International Union or Local Union in accordance with the Constitution and Bylaws of the Union, from the pay of each employee who executes or has voluntarily executed an "Authorization for Check-Off of Dues" form, furnished by the Union. In addition, the Company agrees to deduct from each employee's payroll, where pre-approval is given in writing, the amount designated by the employee for political action (V-CAP) and transfer the total said amount to UAW Local 659 on a monthly basis and will be paid within ten (10) working days of the date of the payroll.

The Union agrees to indemnify the Company with respect to any claims arising out of the Check-Off or V-CAP contributions.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

### **Section 1**

The right of the Company to manage is recognized. The Company, in the exercise of the customary functions of Management, may establish and enforce reasonable rules not inconsistent with the terms of this agreement. In addition, the right to manage the Company's business, hire, promote, demote, discharge, lay-off, or discipline for just cause, to establish standards of quality and operating standards, change methods or equipment, to maintain efficiency of employees, and establish schedules is recognized by both the Union and the

Company as the proper responsibility of Management, whether the same has been exercised heretofore or not.

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

## **Section 2**

### **MANAGEMENT RESPONSIBILITIES**

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

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

## **Section 3**

### **UNION RESPONSIBILITIES**

The Union has the exclusive responsibility of representing its membership regarding all terms and conditions of employment and to ensure that they are treated consistent with the terms of this Agreement, and that its members receive fair and equitable wages and benefits. The Union agrees to promote the common objectives and to cooperate with the Company in administering, on a fair and equitable basis, standards of conduct, attendance programs, problem resolution and scheduling of shifts.

## **Section 4**

### **EMPLOYEE RESPONSIBILITIES**

All employees should have the following responsibilities:

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

In addition, Team Leaders protect the Team from variation, contribute their experience to the group, and steer the Team towards its objectives. The Team Leader's work focuses on safety, training, quality, production, and team performance.

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

## ARTICLE 6: SENIORITY

### Section 1

Seniority is defined as the length of continuous service with the Company and is accrued upon completion of the probationary period. In the event more than one employee has the same seniority date, seniority rights will be determined by last four-digits of an employee's Social Security number (0-low and 9-high). Employees will have their seniority rights for purposes of tiebreakers determined based upon the last four digits of the social security number. The lowest number will have seniority. Seniority will be retroactive to the first day worked at the GM Flint Metal Center facility.

Seniority is applied to the following:

- Vacation eligibility
- Permanent job bids
- Overtime
- Layoffs by classification in reverse order
- Layoffs in reverse order of seniority, except for layoff less than thirty (30) days

### Section 2

#### **Layoffs:**

- Employees will be laid off by order of seniority, low seniority first. Retained employees must be able to perform the required work at the required quality and performance standards.
- Employees will remain in their classification by order of seniority. In the event of a layoff projected not to exceed thirty (30) workdays volunteers will be solicited and will be given priority as long as the remaining employees can perform the job safely. In the event there are not enough volunteers, members may be laid off by classification by order of seniority, low seniority first, except as referred above.
- Retained employees will be solicited within the Classification high seniority to lowest seniority to be adjusted to another shift within the classification, if there are not enough volunteers employees with least seniority shall be adjusted to another shift for the duration of the lay-off.
- After a two-week period, management will review with the Union the status of the lay-off. If projected to go beyond 30 days, then joint discussions will be held to review a transition plan to manage the ongoing lay-off.
- In the event of a layoff projected to exceed thirty (30) workdays, members will be laid off by order of seniority, low seniority first. The company will provide required training.
- In the event of any layoff, the process for securing volunteers will be determined by the Company and the Bargaining Committee.

The elected Unit Chairperson, Stewards, and Alternates will have super seniority. That is, in the event of a reduction in force and at the point where they would be subject to layoff the Unit Chairperson, Stewards and Alternates will be retained on their assigned shift and/or elected represented area unless that shift and/or elected represented area has been eliminated.

### Section 3

#### **Reduction Rights:**

In the event of a reduction in force, the following procedure shall be utilized for employees in the classifications designated in the Collective Bargaining Agreement. An employee shall exercise seniority against the employee with the least seniority in the following order:

- 1) Shift;
- 2) Classification
- 3) Bargaining Unit

In the event an employee does not meet the minimum requirements in which he/she is reduced or does not meet the job performance standards such employee shall exercise seniority in line with next following reduction order

When a reduction occurs with a Team Lead, such Team Lead would first exercise his/her seniority against the least seniority within classification and shift

In the event, more than one person is involved, the concept of high bumps low will be used.

### **Return Rights**

An employee will have rights to return to the next available opening within the classification/shift from which they were reduced providing they have not exercised their right to bid on another permanent job posting.

### **Section 4**

#### **Recalls:**

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

### **Section 5**

#### **Seniority will be broken when:**

- An employee is discharged for just cause.
- An employee voluntarily quits.
- An employee is absent for three (3) regular scheduled working days without notification.
- An employee fails to report to work within five (5) days of notification of recall from layoff by personal contact and/or certified mail unless otherwise agreed to by management and the Union Chairperson or designee.
- An employee does not perform work for eighteen (18) months, except for military leave, workman's compensation, or layoff.
- An employee is on layoff for one (1) year or length of service whichever is greater.

## **ARTICLE 7: CLASSIFICATIONS**

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

### **Classification I.**

- I. Booth Cleaners/Working Team Lead

### **Classification II.**

- II. Janitorial Specialist/Working Team Lead

## **ARTICLE 8: JOB POSTINGS**

### **Section 1: Job Openings**

1. At the time a job opening occurs, management will use its best efforts to determine whether the opening is temporary or permanent based on the estimated length of time required to fulfill the job requirements.
2. Job openings will be filled based on the following procedures. The Union and management will meet to discuss the duration of temporary openings for the following procedures. However, if the opening described below occurs in janitorial, temporary assignments will be made using employees from the Working Team Lead.

### **Section 2: Temporary Assignments**

Temporary assignments projected not to exceed thirty (30) days unless unusual circumstances occur will be filled through temporary assignment. Management will notify the Unit Chairperson of the need for a temporary assignment.

1. Management will poll employees by seniority, high seniority first to fill the assignment. If this process fails to fill the assignment, employee(s) with lowest seniority within the classification performing like work will be compelled to fill the temporary assignment.
2. Upon completion of the temporary assignment, the employee(s) will be returned to their previous job assignment.

### **Section 3: Perpetual Bidding Process**

1. Newly created jobs not listed on the bid list for a classification or shift will be posted per Article 8 sections 4 or 5.
2. A perpetual bid list will be developed and maintained for all shifts and classifications on a three-part form submitted by employees and signed for by People Services (HR).
3. Copies of the perpetual bid list will be provided to the Union quarterly or as requested.
4. Any seniority employee at Premier may bid for any or all future job opportunities.
5. Perpetual bids can be changed by seniority employees at any time by resubmitting a new bid form to People Services.
6. Perpetual bids will remain in effect until the end of the agreement or changed by the employee. All bids will be purged at the end of the contract.
7. When an opening occurs, all bidders who have signed up will be solicited by order of seniority until the position is filled.
8. The employee and management will have an evaluation period of ten (10) working days to review the candidate's job performance and interest in performing the job.
9. Upon satisfactory completion of the tenth working day, such employee will be removed from the bid process and will be restricted from returning to their previous classification and shift or other bids outlined in section 4 and section 5, for a period of six (6) months from the date of the original job award.
10. Employees who have been removed from bid process will be required to resubmit a new bid form once they become eligible to bid again.
11. Successful bidders who decline a bid will be required to sign a declination of bid form. Declining a bid does not eliminate the employee from the next available opportunity for which they have bid.
12. Successful bidder's name, classification and shift will be posted on each Thursday. Any dispute arising from the award must be claimed within 10 working days.
13. If the perpetual bid list does not indicate any interested employees, the company will hire replacements from the outside.
14. Bid forms submitted to People Services after 7:00 AM the day that the job is opened will not be considered.

#### **Section 4: New Temporary Work**

All new temporary work (31-90 days) not currently listed on perpetual bid list will be filled as follows:

1. Primary openings will be posted for seven (7) days.
2. The job openings will be awarded to the employee with the greatest seniority provided they can perform the job.
3. Transfer within fourteen (14) days after the posting period has ended unless time limit is extended by mutual agreement between the parties or the opening is eliminated by the customer.
4. Employees will be provided the required training necessary to perform the job.
5. The employee and management will have an evaluation period of ten (10) working days to review the candidate's job performance and interest in performing the job.
6. In the event management determines the employee cannot perform the job, the employee will be sent back to their previous job assignment and will not be restricted from bidding on other temporary job postings.
7. In the event the employee decides they do not want to perform the job, the employee will be returned to their previous classification and shift and will be restricted from bidding on other temporary job postings for ninety (90) days.
8. Employees awarded temporary jobs and completing the ten (10), working day evaluation period will be restricted from returning to their previous classification and shift until the temporary job ends. In addition, the employee will be restricted from bidding on a second or subsequent temporary job posting for 83 days.
9. Employees awarded temporary jobs through the posting process will not be restricted from bidding on a permanent job.
10. During the time required to fill the job opening, it may be filled through temporary assignment or Working Team Lead employees.
11. Employees transferring to a temporary job with a higher rate of pay will receive the base rate of pay for the temporary job beginning on the first day on the job and ending on the last day of the job, including the appropriate shift premium.
12. Employees transferring to a temporary job at a lower rate of pay will retain their current rate of pay, including the appropriate shift premium.
13. Upon completion of the temporary job, the employee(s) will be returned to their previous classification and shift.
14. Secondary openings created by filling primary openings will be by temporary assignment or Working Team Lead employees until the secondary opening can be filled through the perpetual bid process.

#### **Section 5: New Permanent Work**

All permanent job openings for jobs projected to last over ninety (90) days not currently listed on the perpetual bid list will be filled as follows:

1. Primary openings will be posted for seven (7) days.
2. The job opening will be awarded to the employee with the greatest seniority provided they can perform the job.
3. Transfer within fourteen (14) days after the posting period has ended unless time limit is extended by mutual agreement between the parties or the opening is eliminated by the customer.
4. Employees will be provided the required training necessary to perform the job.
5. The employee and management will have an evaluation period of ten (10) working days to review the candidate's job performance and interest in performing the job. Upon satisfactory completion of the tenth working day, the employee will be restricted from returning to their previous classification and shift and will be restricted from bidding on other job postings for six (6) months from the date of the original job award.

6. In the event management determines the employee cannot perform the job, the employee will be sent back to their previous job assignment and will not be restricted from bidding on other job postings.
7. In the event the employee decides they do not want to perform the job, the employee will be returned to their previous shift and classification and will be restricted from bidding on other job postings for six (6) months from the date of the original job award.
8. During the time required to fill the job openings, it may be filled through temporary assignment or Working Team Lead employees.
9. Secondary openings created by filling primary openings will be filled by temporary assignment or Working Team Lead employees until the secondary opening can be filled through the posting process.
10. Jobs that are not filled by the job bid process will be filled with new hires per Article 3: Permanent Employment Probationary Period.
11. Postings for job openings will be posted in each classification for seven (7) days and will include the following information:
  - Classification
  - Shift
  - Schedule as referred to in **Article 12: Workweek and Relief**
  - Description of job
  - Number of job openings
12. It is understood that the actual schedule and job responsibilities may be subject to change based upon the needs of the job.

#### **Section 6: Working Team Lead**

The Working Team Lead jobs will consist of employees on all shifts who are capable of performing all jobs in the janitorial specialist and booth cleaner's classifications and will be used on temporary reassignments to cover openings. These positions will be bid and awarded. However, in the event there is a classification reduction, before the Working Team Lead position can be bid on, Management will poll within the classification by high seniority first to secure a volunteer for the Working Team Lead. In the event the number of required positions are not filled through the bid process, the employee with the lowest seniority in the classification will be assigned to the position provided they can meet the job requirements.

#### **ARTICLE 9: STRIKES, STOPPAGES AND LOCKOUTS**

The parties to this agreement recognize the importance of providing GM Flint Metal Center with uninterrupted, quality service. During the term of this agreement as per Article 23, no employee(s) will call, instigate or participate in any strike, sympathy strike, sit-down, stay-in, walkout, slowdown, stoppage, picketing or willful interference with work or receipt of shipment of materials and supplies against the Company or GM Flint Metal Center. In addition, the Company will not lockout the employees.

Both parties agree that in the event of such action(s) noted above, the offended party may pursue all lawful recourse to address and halt such action(s).

Employees actually engaged in any strike, sympathy strike, sit-down, stay-in, walkout, slowdown, stoppage or curtailment of work, picketing or willful interference with work or receipt of shipment of materials and supplies, may be suspended or discharged by the Company on an equal-for-equal misconduct basis and there can be no resort by the employee(s) or the Union as a result of such suspension or discharge to the grievance or arbitration procedure except with respect to the question of whether the employee(s) engaged in the prohibited conduct or where the Company does not apply discipline on an equal-for-equal misconduct basis.

However, it shall not be a violation of this Agreement and it shall not be cause for disciplinary action if any employee honors an authorized picket line of UAW represented employees who are involved in a labor dispute at the GM Flint Metal Center site.

## **ARTICLE 10: GRIEVANCE AND ARBITRATION**

There is a four (4)-step process, which is the avenue to resolve disputes arising from the interpretation or application of the provisions in this agreement. The last of these steps involves final and binding arbitration. Termination and suspensions will automatically go to the 2<sup>nd</sup> Step. TA 8/6/08

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

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

**STEP (2)** If the grievance is not resolved in Step (1), it will be placed on the agenda of the next regularly scheduled meeting between the appropriate steward(s) and Management for resolution. If resolution is not forthcoming within seven (7) working days from that meeting, the grievance will go to Step (3).

**STEP (3)** A meeting among Company Representatives, the International Union Servicing Representative, Chairperson, and Local Union President to discuss the grievance will be held within thirty (30) working days from the answer given at Step (2). If the grievance is not resolved, the Company will give the Union a written answer within seven (7) working days of the Step (3) meeting. If the grievance is not settled in Step (3), the grievance may be referred to Step 4 – Arbitration.

**STEP (4)** The arbitrator will be confined to the interpretation of the explicit provision(s) in this agreement and have no authority to add to, detract from, alter, amend, or modify any provision of this agreement. The Arbitrator will not have the right to impose limitations or obligations on either party not specified in this agreement. The Arbitrator's ruling will be final and binding on all parties.

The parties may mutually agree in writing to extend time limitations at any step of the procedure.

Arbitrators will be selected from a list(s) provided by the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) and the expenses and will be shared equally by the Company and the Union. The Arbitrator's decision will be submitted in writing.

### **Reinstatement of Grievances**

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

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

## **ARTICLE 11: UNION ACTIVITY**

The Company will not deny any representative of the Union who is fulfilling the duty of administering this agreement an opportunity to confer with a manager, another union representative and/or employees. Proper access is required as defined by the customer. Upon an employee's request, a Union Steward will be present at investigative meetings between management and employee(s).

The unit chairperson will be allowed reasonable time to conduct union activities and will be paid the appropriate rate of pay for any hours worked above the scheduled shift with prior approval of Management. Stewards will be allowed up to six hours a week for union business, if additional time is needed for union business, the Steward may appeal to their supervisor for consideration of additional time and will be paid the appropriate rate of pay for any hours worked above the scheduled shift with prior approval of Management.

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

The Union will furnish to the Company the names and assignments of one (1) Unit Chairperson (serving as Steward for the 1<sup>st</sup> shift), two (2) Stewards, and three (3) Alternate Stewards. The three (3) Alternate Stewards will function in the absence of the Stewards. There will be one Steward each and one (1) Alternate in each shift. In addition, the Union will promptly notify the Company of any change of elected representative.

## **ARTICLE 12: WORKWEEK AND RELIEF**

### **Section 1**

The various work weeks and breaks for the GM Flint Metal Center site are:

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

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

The Company will make every attempt to provide consecutive days off whenever practical.

Any shift schedule changes will be reviewed with the Chairperson and appropriate Steward to discuss alternatives prior to implementation. In the event that shift schedule changes are required, the Company will make every effort to provide fourteen (14) days notice before the new shift schedule goes into effect. In the event that GM Flint Metal Center significantly changes its production schedule, which impacts the work schedules, the parties will meet to discuss scheduling alternatives

## **Section 2**

1. When an opening occurs in a classification that has a multitude of schedules or start times, employees within such classification will be solicited and given preference by seniority to fill the open assignment, before the job is opened to the job bid, or perpetual bid, process.
2. The employee and management will have an evaluation period of ten (10) working days to review the candidate's job performance and interest in performing the job. Upon satisfactory completion of the tenth working day, the employee will be restricted from returning to their previous schedule, and will be restricted from exercising schedule preference within that classification for six (6) months from the date of the original job award.
3. This process will have no effect on permanent job bids outside the classification.

## **ARTICLE 13: OVERTIME PREMIUMS**

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

- All hours in excess of forty (40) hours in a normal workweek will be paid at one and one-half (1½) times the regular rate of pay.
- All hours in excess of the regular scheduled shift (i.e., eight or ten ) will be paid at one and one-half (1½) times.
- All hours in excess of forty-eight (48) hours and worked on the seventh day of the employee's normal workweek will be paid at two (2) times the regular rate of pay.
- Overtime hours worked will be excluded as compensable hours earned toward the 40 hour straight time goal. However overtime hours worked will be included as compensable hours toward the 48 hour goal
- All hours worked on a holiday as specified in ARTICLE 15: Holidays will be paid at two (2) times the regular rate of pay in addition to the holiday pay.
- Overtime or premiums provided for under any provision of this Agreement shall not be duplicated, i.e., in case certain hours worked are covered under two premium provisions in this contract, pay shall be computed under each premium and the greater amount only shall be paid.

It is the Company's intent, if an employee reports to work as scheduled and sufficient work does not exist, the employee will be paid for one-half (1/2) of their scheduled shift. If the employee volunteers to leave early, no pay will be given for remaining hours.

## **ARTICLE 14: EQUALIZATION OF OVERTIME**

### **Section 1: Daily Overtime**

1. Employees will be awarded daily overtime by order of low hours within their classification and shift. The Union will administer the Overtime Equalization Process.
2. The Company will notify employees of daily overtime at least two (2) hours prior to the end of their shift or as soon as the need for overtime is known.
3. If in the event the process fails to secure the required manpower, employees with the least seniority in the, classification and shift will be required to work.

4. If an employee accepts daily overtime and later elects to refuse the overtime, the employee must notify the supervisor thirty (30) minutes prior to the end of their regular scheduled shift.
5. If an employee accepts daily overtime and later elects to refuse the overtime and fails to notify the supervisor thirty (30) minutes prior to the end of their regular scheduled shift, the employee will be charged two (2) times the overtime hours that the employee would have been paid if he/she had worked.

## **Section 2: Scheduled Overtime**

1. Employees will be awarded overtime by order of low hours within their, classification and shift.
2. Management will notify employees of scheduled overtime at least twenty-four (24) hours prior to the beginning of the overtime period or as soon as the need for overtime is known.
3. The Company will poll the employees that are at work to fill the overtime needs.
4. If in the event the process fails to secure the required manpower, the Company will poll as follows:
  - a. On each Monday, the Company will post Overtime Sign-Up Sheets for each classification regardless of shift as provided in **Article 7: Classifications**. In addition, the Company will post a site-wide Overtime Sign-Up Sheet regardless of shift and classification as provided in **Article 7: Classifications**.
  - b. The Company will poll from the classification Overtime Sign Up Sheet first. In the event the process fails to secure the required manpower, the Company will poll from the site-wide Overtime Sign up Sheet.
  - c. The Company will award overtime to qualified employees by order of low hours according to the assignment being filled.
  - d. When an employee is absent for his/her regular scheduled shift in a week that overtime exists, that employee will be polled by the process to secure the overtime and will be charged to the equalization of overtime as if he/she worked their scheduled workweek.
  - e. Working Team Leaders will be considered part of the classification and shift equalization of overtime list. The parties recognize and agree that in those instances where a Working Team Leader is required to work for training purposes or to function as a Working Team Leader they will be so offered and charged for the appropriate amount of hours, regardless of their position in the equalization list.
5. If in an event the process fails to secure the required manpower, employees with the least seniority in the classification and shift will be required to work.
6. The company will attempt to equalize overtime on all shifts within the classification subject to the operational needs.

## **Section 3: Holiday Overtime**

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

#### **Section 4: Mandatory Overtime**

1. The maximum number of hours an employee could be mandated to work is an additional one-half (1/2) of their regular scheduled shift.
2. Volunteers can work more than the one-half (1/2) shift limitation. However, employees who work a double shift will be granted the same relief breaks as that shift's normal allotment.
3. Employees will be granted a paid fifteen (15) minute break between the end of their shift and the beginning of the overtime period, when the overtime period is not expected to exceed half of their regularly scheduled shift. Employees will be granted a paid thirty (30) minute break between the end of their shift and the beginning of the overtime period, when the overtime period is expected to exceed half of their regularly scheduled shift.
4. Employees who are scheduled to work overtime may be granted their applicable fifteen or thirty minute break during the last hour of their regularly scheduled shift.
5. The Union and Company, in an effort to minimize repeated mandated overtime; jointly agree to launch a pilot program to address this issue. The mechanics of the program include alternating mandated hours between low seniority employees so that no one employee will work mandated hours during consecutive days. It is understood between both parties that should this program fail to achieve the desired results the Company, with notification to the Union, may discontinue the program. In the event of an emergency, the program will be temporarily suspended.
6. Employees who have volunteered or been mandated for at least a half shift will not be subject to an additional half shift mandate if there is another employee available and onsite within the classification and shift in line with seniority.

#### **Section 5: Charging Overtime Hours**

1. When an employee is contacted for overtime and declines, the overtime will be charged to the record on the basis of hours the employee would have been paid had he/she worked provided that the overtime is not cancelled at which time no hours will be charged.
2. Employees who accept overtime and fail to report to work for that overtime will be charged the hours the employee would have been paid if he/she worked. In addition, the absence will be subject to the **Attachment D-Attendance Program**.
3. Employees who are absent for any reason other than an approved contractual absence will be charged on the equalization records with the hours he/she would have been charged had he/she been at work
4. Employees who have been involuntarily temporarily reassigned per Article 8, Section 2; or who has been reduced due to a reduction per Article 6, Section 3; will be placed on the overtime equalization record of such classification and shift with the average number of overtime hours in the group
5. New employees and/or transferred employees will be charged with hours equal to the highest among the employees in the classification to which they join.
6. If there is a need to call an employee at home to ask to work overtime, the Company must make direct contact with the employee. If the Company fails to make direct contact with the employee, the employee has no rights to the overtime offered and is not charged.
7. Should more than one employee have the same number of hours, seniority will prevail.
8. Overtime records will be maintained by management by, classification and shift and will be posted by the first half of the shift each week in the meeting room.
9. The current week's equalization sheet will be used to poll for the following Monday's overtime.
10. Liability is limited to employees in the classification, and shift based on the equalization sheet.

11. Hours on all overtime equalization sheets will be reduced to zero for the lowest hour person and each other person will be reduced the same number of hours on the Monday prior to the first day of the new year and overtime eligibility will be determined by said chart.
12. Any overtime hours paid through the grievance procedure will be charged to the affected employee's equalization sheet as if the employee had worked.

### ARTICLE 15: HOLIDAYS

All permanent employees with seniority will be granted the following holidays:

- Election Day in 2010
- Veteran's Day (observed same day as GM Flint Metal Center)
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Years Eve
- New Years Day
- Martin Luther King Day
- Good Friday
- Easter Sunday
- Memorial Day
- Independence Day (or to be moved to another GM holiday with approval of UAW Committee)
- Labor Day

Holiday pay will be paid at regular straight time as per **Article 12: Workweek and Relief**, including differentials received by the employee and will be all-inclusive towards forty hours for the workweek. In the event that the holiday falls outside of the employee's normal workweek, the employee will receive one additional vacation day to be scheduled in accordance with the vacation procedures in **Article 16: Vacations**.

Permanent employees with eighteen (18) months of seniority will be eligible for two (2) unpaid personal days per year. The two unpaid personal days must be scheduled in accordance with the vacation procedures in **Article 16: Vacations**.

Employees who work on a designated holiday, and are otherwise eligible for holiday pay, may request that the entitled holiday hours be banked and those hours can be taken off later, in lieu of receiving Holiday Pay. The employee must take earned vacation within 1 year from the date banked.

To provide sufficient time for administration, the employee must submit his/her request in accordance with the vacation procedures in **Article 16: Vacations**.

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

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

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

For purposes of pay and observing the holidays, the agreed upon holidays will be observed on the same day as GM Flint Metal Center. When a holiday falls outside the normal production schedule, it will be observed on the night of the holiday for third shift.

## **ARTICLE 16: VACATIONS**

Employees become eligible for paid vacation after completing 90 days. Vacation entitlement is based on seniority as follows:

<b><u>YEARS OF SERVICE</u></b>	<b><u>VACATION ENTITLEMENT</u></b>
One but less than Three	40 hours
Three but less than Five	80 hours
Five but less than Ten	100 hours
Ten or but less than Fifteen	120 hours
Fifteen or more	160 hours

Employees with a vacation entitlement of greater than 80 hours must use all hours greater than 80 during periods of plant shutdowns (July and December) unless the employee is scheduled to work.

In addition to the continuous service requirements set forth above, an employee, to be eligible for full vacation hours, must have earned the vacation by being actively at work, excluding absences protected by FMLA, short term disability not to exceed ninety (90) days and workers' compensation leave. In the event that an employee works less than 12 months, he/she will be awarded, pro-rata vacation based upon the months worked for the next date when vacation is awarded (anniversary date). Specifically, he/she must be credited with a minimum of 40 hours, including vacation and holidays, in the month for that month to count toward vacation earned.

Vacation notices will be approved and posted in each meeting area according to the following:

1. January 1 through January 31 of each year for the vacation period between February 1 through December 31. Vacations for the month of January will be granted on a first come first serve basis.
2. Employees applying for vacation during the yearly sign-up must dictate their first, second and third choices.
3. Seniority among employees of the same classification and shift shall determine approval. If a person bids or transfers into a different classification, they must re-apply for vacation and may not supersede a previously scheduled vacation in that classification.
4. Approvals will be made and posted by the end of the first workday following the sign-up period.
5. Any employee not applying for vacation in accordance with the preceding cutoff dates will only be approved on a first come, first serve basis for vacation openings not already filled by employees that did apply. Manager will approve or disapprove vacation requests within twenty-four (24) hours of receipt.
6. Provided the employee has complied with the above procedures, any vacation not granted due to standard operational needs may be sold back to the company or carried over. Any vacation not applied will be lost.

7. Any employees choosing not to use the scheduling procedures in this article will have no guarantee of vacation. Their vacation will be scheduled according to the operational needs on a first come, first serve basis.
8. Vacations will be granted by classification and shift according to the following:

<u>Number of People Scheduled</u>	<u>Maximum Number Granted Vacation</u>
1 – 10	1 person
11 – 26	2 people
27 – 46	3 people
46 – 55	4 people
56 – 70	5 people
70 – above	6 people

Additional people may be granted vacation under special circumstances with the approval of Facility Manager and consistent with operational needs. The Facility Manager will inform the chairperson or a steward as these conditions occur. Vacations during shutdowns and model change periods will be granted as agreed by both parties.

In addition, vacation may be granted in half shift (first or second half) or daily increments on an emergency basis or upon approval by the supervisor with at least twenty-four (24) hours notice.

In the event of termination of employment after the first anniversary date of employment, the employee shall be paid for any earned accumulated vacation hours. In the event of termination, accrued vacation in proportion to the amount of time worked during the current vacation benefit year shall also be paid based upon one-twelfth of the full entitlement which would be due on the employee's following anniversary date. In the event of death, the estate will receive the payment.

Seniority employees will be eligible to use two (2) of their existing vacation days as emergency vacation (E-Vac) days. The E-Vac days will be granted in daily increments. Employees using of E-Vac will not be subject to the **Attachment D – Attendance Policy**.

## **ARTICLE 17: LEAVES**

### **Personal Leave**

Permanent employee(s) with seniority may make written request (except in emergencies) for a personal leave of absence without pay. The request must state the nature and duration for the leave. Management may grant such requests up to thirty (30) days and reserves the right to grant an extension upon request up to two (2) additional thirty (30) day periods. Management may grant employees with less than one (1) year of seniority such a leave in emergency circumstances.

### **Family Medical Leave**

Certain employee(s) are eligible for unpaid leave for certain qualifying circumstances in compliance with the Family Medical Leave Act (FMLA) of 1993. In some instances, FMLA leaves will be concurrent with leaves covered in this agreement. Nothing in this Agreement will impair or diminish any rights or obligations of employees as contained in the FMLA and the Company reserves the right to implement and administer the FMLA policy.

**Military Leave**

Employee(s) who are called to and perform short term active duty as a member of the United States Armed Forces Reserve or National Guard will be granted a military leave of absence on the basis of the personal leave provision and applicable law.

**Union Leave**

Leaves of absence for UAW Union activities will be granted to Bargaining Unit members for the duration of the assignment. The Union will provide written verification of such activities and will attempt to provide at least one (1) week advance notice. Duration of the assignment is not to exceed the greater of five (5) years or seniority.

**Education Leaves**

Employee(s) who are enrolled in College, Trade Schools or GED Equivalency courses that conflict with an employee's work schedule may be given required time off as unpaid to support their continuation of higher education goals. All education leaves will be unpaid and supporting documentation will be required prior to such leave being reviewed for approval. Approvals will be made by the Site Manager or his/her designee and will be based upon operational needs.

**Other Provisions**

Those who return from leaves of 90 days or less will return to their classification and shift. Upon return from a leave greater than 90 days an employee will have return rights as follows, provided the employee has seniority and ability to perform the job.

- a. Shift
- b. Classification
- c. Bargaining Unit

**ARTICLE 18: JURY DUTY**

Employees will promptly notify Management upon receipt of a jury summons. Absences due to being summoned for either jury selection or jury duty will be approved. Premier will compensate employee(s) for that absence as if they had worked on a straight-time basis. The employee will provide a copy of any payment check received for Jury Duty and the company will deduct the amount from the employee's next check.

**ARTICLE 19: BEREAVEMENT**

When a death occurs in a seniority employee's immediate family as described below, the employee, on request, will be excused with pay to attend the funeral. The employee will be excused for any of his/her first three (3) or five (5) regularly scheduled workdays (excluding premium days), based on the schedule below, immediately following the date of death. The employee is obligated to present verification (an obituary, or funeral receipt) to management. For the purposes of this provision immediate family is defined as:

<u>Family Member</u>	<u>Bereavement Days</u>	<u>Family Member</u>	<u>Bereavement Days</u>
Spouse	5	Step Child	3
Parent	5	Brother	3
Grandparent	3	Sister	3
Child	5	Brother-in-law	3
Grandchild	3	Sister-in-law	3
Step-Parent	3	Current Spouse's Parent	3

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

## **ARTICLE 20: INSURANCE**

The Company agrees to provide medical, dental, vision, disability insurance, life insurance benefits and an Employee Assistance Program as defined in Attachment A- Insurance, subject to eligibility requirements. An employee will become eligible for the above benefits on the first day of the month following completion of their ninety (90) day probationary period.

### **Policy Controlling**

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

### **Change Carriers**

All plan designs, coverage levels and carriers shall remain the same for the duration of this agreement except due to economic reasons or for other legitimate business reasons, the Company may elect to change insurance carriers or opt to self-fund the coverage. The coverage under the new plan must be as good as or better than the coverage in effect at the date of this Agreement. Before any change can be made, the Company will convene a meeting with UAW Local 659 and the UAW Region 1-C Director and/or his designees to review and discuss and reach mutual agreement on the network and service levels of the carrier in advance of any final selection of the insurance carrier or other changes to the plan.

### **Government Mandated Health Care**

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

## **ARTICLE 21: GENERAL PROVISIONS**

### **Non-Discrimination**

The Company and the Union recognize the legal principles in the area of civil rights. We have reaffirmed in this Collective Bargaining Agreement our commitment to not discriminate because of race, religion, age, sex or any other basis made illegal or prohibited by applicable law. Any employee who alleges any form of unlawful discrimination agrees that their recourse shall be limited to **Article 10: Grievance Procedure** of this agreement, to the extent permitted by law.

### **Bargaining Unit Work**

Work normally performed by employees of the Bargaining Unit will not be performed by non-bargaining unit employees except in the cases where a non-bargaining unit employee is instructing, training, performing pilot runs for new materials, equipment, methods or procedures, or emergencies.

### **Management Positions**

Seniority employees who take a management position will maintain all seniority rights under this agreement for 90 days after date of hire into a management position. After 90 days in the management position, that person would not be eligible to return to the bargaining unit except as provided for in **Article 3: Permanent Employment Probationary Period**.

### **New Hire Orientation Period**

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

### **On The Job Injuries**

Employees injured on the job will be paid for time spent receiving medical treatment on the day of the injury. In addition, the Company will pay regular wages for subsequent treatments that happened during work hours, specified by the doctor for that injury. Whenever possible, such subsequent visits should be scheduled to avoid interference with the employee's regular scheduled work shift. Employees who use their own transportation will be reimbursed at the appropriate mileage rate.

### **One Supervisor Concept**

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

### **Sourcing**

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

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

## **ARTICLE 22: SEPARABILITY**

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

## **ARTICLE 23: TERM OF AGREEMENT**

This Agreement will remain in effect from \_\_\_\_\_ through \_\_\_\_\_ unless either party exercises the provisions under **Article 24: Procedure to Modify the Agreement** or GM Flint Metal Center terminates the contract with Premier.

## **ARTICLE 24: PROCEDURE TO MODIFY THE AGREEMENT**

In order to modify or terminate this Agreement, the party seeking such changes must give written notice to the other party of its intention to seek modification or termination of this Agreement at least sixty (60) days prior to the date this Agreement would otherwise expire.

Failure to provide such notice will convert this Agreement into a year-to-year Contract with a sixty (60) day notice being required before this Agreement can be modified or terminated.

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

#### **ARTICLE 25: SUCCESSOR CLAUSE**

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

#### **ARTICLE 26: SAFETY AND HEALTH**

The Company shall make reasonable provisions for health and safety of its employees. The Company and the Union agree to jointly cooperate to the fullest extent in the promotion of the safety and maintenance of safe working conditions and practices. It is the responsibility of management and all employees to observe safety and health rules. The Union and the Company have established a Joint Health and Safety Committee consisting of three (3) representatives from both the Union and the Company which is responsible to review existing health and safety policies and for developing a set of goals that promote the health and safety objectives of the Company and Union as noted above. This Committee will meet at least monthly or as needed as agreed to by the parties.

All Premier employees will be required to complete a Comprehensive Health & Safety program titled Rapid Response at no cost to the company.

#### **ARTICLE 27: REQUIRED AGREEMENT MODIFICATION**

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

IN WITNESS WHEREOF, THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE SET THEIR HANDS AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

PREMIER MANUFACTURING  
SUPPORT SERVICES, INC.

LOCAL UNION \_\_\_\_\_ OF THE  
INTERNATIONAL UNION,  
UNITED AUTOMOBILE,  
AEROSPACE AND  
AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA, U.A.W.,

BY:

Erin Helburn  
Steve E. Watt  
Jim Barr  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY:

Don Zuchelt  
M.E. DeLoe  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT A – BENEFITS

The Company agrees to make available the following insurance benefits, without cost, to all employees covered by this Agreement when such employees become eligible (the first of the month following the completion of their probationary period) and on the effective dates of the coverage noted below. It shall be the responsibility of the employees to properly and promptly complete all necessary enrollment cards.

- (1) Medical Insurance for the employee and their immediate family; the plan provisions will apply;
- (2) Prescription safety glasses will be provided up to \$125.00 every two (2) years for the employee
- (3) Short Term Disability for the employee.
- (4) Dental Insurance for the employee and the immediate family
- (5) Long-term disability for the employee
- (6) Employee Assistance Program
- (7) Vision Plan

### INSURANCE OPT-OUT PROGRAM

Employees who have alternative insurance coverage through another carrier may elect to opt out of medical coverage from the company. Upon providing suitable proof of alternate coverage, the employee will be removed from insurance coverage and will be eligible for an annual Opt-Out incentive of \$1000, payable in December for that year's opt-out. The incentive will be prorated for partial year opt-outs, with employees working at least 15 days without company medical insurance in the month receiving credit for that month. **Employees must be aware that such an opt out is governed by federal regulations and there are very limited situations allowing the employee to again obtain coverage through the company.** The first payment under this plan will be made in \_\_\_\_\_ of 200 \_\_\_\_\_ and will cover any eligible months from \_\_\_\_\_, 200 \_\_\_\_\_ through \_\_\_\_\_, 200 \_\_\_\_\_.

### SCHEDULE OF LIFE INSURANCE BENEFITS

<u>Classifications</u>	<u>Life Insurance</u>	<u>AD&amp;D</u>
All seniority employees	\$40,000	\$40,000

### OPTIONAL INSURANCE

Optional Life Insurance will be available at the expense of the employee.

### 401(k) PLAN

The Company agrees to offer to all permanent employees with seniority the opportunity to participate in a Premier 401(k) Plan with a Company match of 55% of the first 4% of an employee's contributions, in accordance with the plan provisions.

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

## ATTACHMENT B - WAGES

It is understood that Working Team Leads will receive a 50¢ per hour premium in both classifications.

<u>Classification I</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<b>Booth Cleaner</b>			
1 to 90 days	\$11.00	\$11.00	\$11.00
After 90 days	\$13.29	\$13.29	\$13.73
After 12 months	\$14.04	\$14.04	\$14.48
After 18 month	\$14.79	\$14.79	\$15.23

<u>Classification II</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<b>Janitorial Specialist</b>			
1 to 90 days	\$11.00	\$11.00	\$11.00
After 90 days	\$12.95	\$12.95	\$13.38
After 12 months	\$13.70	\$13.70	\$14.13
After 18 months	\$14.45	\$14.45	\$14.88

Employees will receive paychecks every two weeks (biweekly)

### Shift Premium

Employees working the second shift will receive fifteen cents (15¢) in addition to their rate. Employees working the third shift will receive twenty-five cents (25¢) in addition to their rate.

### Temporary Job Compensation

Employees awarded temporary jobs will be compensated as follows:

1. If an employee transfers from a lower compensated classification to a higher compensated classification, the employee will receive the higher base rate beginning on the first day on the job and ending on the last day on the job.
2. If an employee transfers from a higher compensated classification to a lower compensated classification, the employee will retain their higher base rate throughout the duration of the temporary job.
3. An employee transferring to another job will receive the appropriate shift premium for the shift they are transferring to beginning on the first day on the job and ending on the last day on the job.

## **ATTACHMENT C – ATTENDANCE POLICY**

### **INTRODUCTION**

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

### **Key Provisions –**

Progressive point system –

- opportunity to stay out of the system
- opportunity to reduce points
- excludes absences for contractual time-off

**Point scale** - Range from 1 through 6

- 1 point for tardiness or early quit
- 1 point for an absence with advance call-in
- 2 points for an absence with no call, no show

### **Stay out of the System**

- available contractual time to stay out of system includes leaves, vacations, personal days, and holidays, and E-Vac days
- Employees will be allowed two (2) 15-minute (or less) tardys in a year without receiving any points

### **Ways to Reduce Points**

- reduce 1 point for perfect attendance for thirty (30) days and each successive thirty (30) days (Oldest points reduced first)

### **Scheduled or Mandatory Overtime**

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

In addition, if an employee fails to work mandatory overtime or is tardy for mandatory overtime, he/she may be disciplined ranging from Informal Counseling to Discharge based on the severity and frequency of the incidents.

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

### **Tracking**

Points will be tracked on a rolling twelve (12) month cycle. The points will be recorded when the absence occurs. When a point has become 12 months old, the point will drop from the record.

### **Disciplinary Action**

The following corrective disciplinary actions apply upon accumulation of points:

Three (3) points	Counseling meeting with union representative and management and written warning.
Four (4) points	Counseling meeting with union representative and management and two (2) day suspension
Five (5) points	Counseling meeting with union representative and management and four (4) day suspension.
Six (6) points	Subject to dismissal.

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

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

Employees may appeal three times in a rolling twelve month period by providing evidence of the inability to work. Upon return to work, the evidence must be submitted to the HR Manager within three working days in order for the appeal to be acceptable. Retroactive appeals after three working days will not be considered.

### **Other Considerations**

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

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

**FMLA** – Absences covered under the Family and Medical Leave Act or other applicable laws will be considered on a case-by-case basis within this policy.

### **ATTENDANCE AWARD**

Seniority employees who achieve perfect attendance (perfect is defined as working all scheduled hours excluding vacation or other leave entitlement between January 1 and June 30 or July 1 and December 31) will receive a day off with pay for each six-month period in which perfect attendance was achieved. Attendance Award days must be scheduled in accordance with the vacation scheduling procedures.

## LETTER OF UNDERSTANDING

### TEAM LEADER POSITION SELECTION AND RETENTION

1. Team Leaders (TL) will be selected from those Team Members are able to perform all functions within their Classification
2. The Team Leader rate will be \$.50 per hour above the applicable Team Member rate.
3. All Team Leaders will be trained in all portions of the jobs in their Classification and will be used wherever needed
4. To be considered for a TL position the team member needs to have less than 3 points on their attendance record (points are as of their current date or, if layed off, as of the date of their layoff).
5. To be considered for the TL position the team member cannot have any active disciplinary action in their file for the last 6 months (as of their current date or, if layed off, as of the date of their layoff).
6. ~~Selection Committee will be comprised of two union and two management members who have been trained in the Targeted Selection Process.~~
7. The Selection Committee will evaluate each qualified candidate and determine which of the following evaluation levels apply: Exceeds Qualifications, Meets Qualifications, Does Not Meet Qualifications.
8. Only the candidates within the Exceeds Qualifications or Meets Qualifications will be considered for the Team Leader position. Within each of these two evaluation levels, seniority will be the sole determinant of the order of job offers but everyone in the Exceeds Qualifications category will be offered a TL position before any individuals in the Meets Qualifications category are offered a TL position.
9. If the Committee does not reach consensus (3 out of 4 agreeing on a rating):
  - If the difference is 2 evaluation levels, the candidate will be eliminated
  - If the difference is one evaluation level, the Committee must continue to meet and reach consensus.
10. Various tools (including the Devine Inventory, Steven Covey, etc.) will be used for future developmental training opportunities
11. If the Union, Team Members or Management has concerns about the performance of a Team Leader, they should first bring those concerns to the Group Leader. If further discussion is still required, it may be brought to the Selection Committee for consideration and resolution by a planned course of action. Regardless of the level of discussion, a Team Leader will be given every opportunity to correct the issues of concern.
12. In the event a Team Leader leaves their Team Leader position, they will be allowed to leave once their replacement has been trained. They will then test his/her seniority within the Shift/Department then Shift/Classification. Additionally, they will then be placed in the resulting classification opening and appropriate wage rate after all contractual movement has been completed

## **LETTER OF UNDERSTANDING**

### **FOR THE PURPOSES OF THE INITIAL COLLECTIVE BARGAINING AGREEMENT ONLY:**

The Company will reduce ½ of the total points an employee has as of the date of ratification, up to a maximum reduction of 3 points. Any partial points remaining will be rounded down to the nearest whole number.

No disciplinary action will be taken as a result of the change until the next occurrence.

Employees will receive a copy of their status after any point adjustments are made.

## **LETTER OF UNDERSTANDING**

### **UNIFORM AND BOOT ALLOWANCE**

All employees will continue to receive an annual allowance of \$150. It will be payable through purchases, up to the allowance amount, at a location of the jointly selected vendor(s)... Within 30 days of ratification of the agreement, a vendor will be selected jointly by the parties. Purchase order processing will be required of the vendor.

## **LETTER OF UNDERSTANDING**

### **PLANT EMPLOYMENT OPPORTUNITIES**

In the event that (Location) should want to hire from within the amalgamated Union for permanent employment, Premier seniority employees who want to apply for the openings will be afforded the necessary leave in order to apply for the openings and take the necessary testing. All seniority and benefits will continue to accrue for up to thirty (30) days. Should any seniority employee return to Premier, they will be placed in the first available position on his/her shift.

Due to the operational needs of the business, the Union, the Company, and Flint Metal Center will work together to mutually agree upon the number of Premier seniority employees who can be made available to apply for the openings at any given time.

## **LETTER OF UNDERSTANDING**

### **CONTRACT BOOKLETS**

The Company will provide each bargaining Unit employee with a contract booklet with the Company and Union logos on the front cover.

## **LETTER OF UNDERSTANDING**

### **VEHICLE PURCHASE PLAN**

The Company has been designated as an approved supplier to participate in the General Motors Vehicle Purchase Plan for suppliers. The company does not have responsibility for administering this plan, but will provide contact information as follows: the employee should either call or visit the website to request a Form 1753. The phone number is 1-800-960-3375 and the website address is www.gmsupplierdiscount.com. The employee must provide proof of employment (i.e., pay stub, or name badge). GM will then send the employee the required form and other information. The employee will need to contact GM before he/she goes shopping for a car.

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04/15/08

RE: Re-vote

Attn:

We, 1st shift Premier employees at Flint Metal Center, understand that the election for union representation is over. But, would like to request a re-vote on current our Committee man, Dan Link.

Kathleen S. Kennedy

Terrell L. Lane

J. Harris

Maui Foltz

Ally Sio

\_\_\_\_\_

Carly LP

\_\_\_\_\_

Michelle Lopez

\_\_\_\_\_

Union Members  
Local 659