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## INTRODUCTION

MPS Group, Inc. ("Company" or "Management"), and the United Automobile, Aerospace and Agriculture Implementation Workers of America ("UAW" or "Union") International Union recognize that they must effectively function as a team to prosper in today's global competitive marketplace. They agree that while they may have different ideas on various matters affecting their relationship, they have the common goals of placing MPS Group, Inc. in a position to provide world class service to its clients and employment that provides the opportunity for personal and professional growth. The parties commit themselves to promoting an atmosphere of openness, respect and trust and to bring a sense of teamwork, collegiality and diversity to all we do. We are convinced that differences can be peaceful and satisfactorily adjusted by sincere and patient effort on both sides.

## PREFACE

The Company and the UAW recognize their respective responsibilities under federal, state and local laws relating to legal principals of equal opportunity in employment practices.

## PURPOSE

The purpose of this agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operation of the Company's business.

## ARTICLE I: AGREEMENT

This agreement is entered into by and between MPS Group, Inc., which provides support services for the US based GM locations as listed in Attachment D, and the UAW.

**ARTICLE 2: UNION RECOGNITION**

The Company recognizes the Union as the sole and exclusive collective bargaining agent for the Company's employees included in Article 7 and Division 2 classifications at the facilities listed in Attachment D, excluding clerical employees, professional employees, managerial employees, guards and supervisors as defined in the Act. There shall be no individual agreement between the Company and the employees.

This agreement shall not be construed to extend to or to effect in any way any other part of the Company's business other than designated in Article 2 hereof. The term "employee" or "employees" as used in this agreement shall be construed to include only the classifications set forth in this article and shall not be construed to include any other employees in any of the Company's other divisions, branches, locations, or components. The term "employees" shall embrace all such employees within said collective bargaining unit. All other employees not within said unit as above set forth are specifically excluded from this Agreement.

In case the UAW shall be certified as the bargaining representative for any additional bargaining units at any General Motors facility in the US, or if recognition is extended without formal certification, those additional bargaining units shall be included in this agreement. Upon request, the Company agrees to voluntarily extend recognition based upon a card check conducted by a neutral party.

**ARTICLE 3: NEW FULL-TIME EMPLOYEE PROBATIONARY PERIOD**

New employees will be considered as being on probation for the first ninety (90) calendar days from the most recent date of hire at the GM facility. 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 and/or arbitration procedure. However, any

claim by a probationary employee that their discharge, after thirty (30) calendar days of employment, is not for cause, may be taken up through the grievance procedure but will not be subject to the arbitration procedure. Employees will enjoy seniority status upon completion of the probationary period.

**ARTICLE 4: CHECK-OFF**

**Union Security and Check-Off of Union Membership Dues**

(1) An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union.

(2) An employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union after the thirtieth (30th) calendar day following the effective date of this Agreement or after the thirtieth (30th) calendar day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under, and for the duration of, this Agreement.

(3) Anything herein to the contrary notwithstanding, an employee shall not be required to become a member of, or continue membership in the Union, as a condition of employment, if employed in any state which prohibits, or otherwise makes unlawful, membership in a labor organization as a condition of employment.

(4) During the life of this Agreement, the Company agrees to deduct from the pay of each employee, Union Membership dues levied by the International Union or Local Union in accordance with

the Constitution and By-Laws of the Union, provided that each such employee executes or has executed the "Authorization for Check-Off of Dues" form; provided further however, that the Company will continue to deduct for whom it has on file an unrevoked Authorization for Check-Off of Dues form. The Company will turn over all unrevoked Authorization for Check-Off of Dues forms to any successor employer. Any successor Employer will continue to honor the unrevoked Authorization for Check-Off of Dues forms as permitted by law.

(5) Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Section of the Agreement. Such amounts will be deducted monthly provided the employee has sufficient net earnings to cover the liability.

(6) A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder, shall be completed by the employee. The Union shall submit copies to the Company before any due's deductions are made, except as to employees whose authorizations have heretofore been delivered to the Company. Deductions shall be made thereafter, only under the applicable Authorization for Check-Off of Dues forms which have been properly executed and are in effect.

(7) Check-Off deductions under all properly executed Authorizations for Check-Off of Dues forms which have been delivered to the Company on or before the effective date of this Agreement, shall begin with the first month following the effective date of this Agreement.

(8) It shall be presumed that employees owe initiation fees, unless they had previously executed an Authorization for Check-Off of Dues form at that plant, and such initiation fees will be deducted simultaneously with the initial deduction as specified in paragraph five

(5) above. Thereafter, the Union membership dues for each succeeding calendar month shall be deducted as follows:

a) All payroll periods ending in a calendar month will constitute, in the aggregate (minimum of forty (40) hours worked), the dues deduction month. Regular monthly dues and past dues or initiation fees, if any, will be deducted provided the employee has sufficient net earnings to cover the deductions. In the event there are insufficient net earnings, the deductions will be made from the subsequent pay received by the employee that is sufficient to cover the deductions. Any liability will be carried forward until the employee has sufficient net earnings to cover the deductions.

(9) Dues deductions to be remitted to the designated Financial Officer of the Local Union, once each month by electronic transfer to a designated account provided by the Local Union, if possible, as soon as available, but no later than (30) thirty-days after the regular deduction date.

The Company shall furnish the designated Financial Officer of the Local Union, monthly with the names, identification numbers, and department numbers of those for whom deductions have been made

The amounts of the deductions and the amounts deducted, by employee in electronic format per the request to the Local Union Financial Officer.

(10) In the event an employee receives a back-pay settlement or award for any calendar month for which no dues deduction has been made, a deduction for each such month shall be made from such settlement or award.

(11) The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, any action taken by the Company for the purpose of complying with this Article, or in reliance on any notice given by the Union to the Company with respect to any employee's membership status in the Union. If the employee is found to owe Union dues, the Financial Secretary shall in writing notify Payroll and a dues deduction will be made for the delinquent amount within thirty (30) calendar days of the notification.

#### **ARTICLE 5: MANAGEMENT RIGHTS**

##### **Section 1 – Retained Rights**

The Company reserves and retains the right to direct, manage, and control its business and the workforce. 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 for just cause, discharge for just cause, lay-off, or discipline for just cause, to establish quality and operating standards, change methods of 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.

The Company shall have the right to formulate, amend, add, revoke, and enforce such work rules and regulations as in its opinion may be necessary or reasonable for the proper, safe and efficient conduct of the Company's business provided such rules and regulations, and their enforcement, shall not violate any rights of this Agreement. Copies of all such rules and regulations, amendments, additions and revocations shall be given to the Union.

##### **Section 2 – Management Responsibilities**

In managing the operations, Management will meet with the Union to discuss major organizational changes, plans to in-source work, out-source work, technological changes, schedule changes, or other significant events that will impact the bargaining unit.

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.

##### **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, and problem resolution.

##### **Section 4 – Employee Responsibilities**

All employees have the following responsibilities:

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

The Company and the Union agree that all employees of the Company, both management and union, must work together. 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**

Seniority is defined as length of continuous service with the Company and is accrued upon completion of the probationary period. If an employee transfers to another facility they will establish a new plant date. In the event more than one employee has the same plant seniority date, the tiebreaker will be determined by the last four digits of an employee's Social Security number (0-low Seniority and 9-high Seniority). Seniority will be retroactive to the first day worked at the respective GM facility.

Seniority is applied to the following:

- Vacation eligibility
- Permanent job bids
- Layoffs by classification in reverse order of seniority, except for layoff less thirty (30) calendar days
- Overtime/Equalization (Refer to Article 14)

##### **Section 2 – Layoffs: Division 1**

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) calendar days, 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 will be laid off by classification by order of seniority, low seniority first, except as referenced 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 the least seniority shall be adjusted to another shift for the duration of the layoff provided they have the skills, ability and qualifications to perform the job.

After a two-week period, the Company will review with the Union the status of the layoff. If projected to go beyond thirty (30) calendar days, then joint discussions will be held to review a transition plan to manage the ongoing layoff.

In the event of a layoff projected to exceed thirty (30) calendar days, members will be laid off by order of seniority, low seniority first.

In the event of any layoff, the process for securing volunteers will be determined as follows: All employees will be polled for volunteers before the layoff occurs; the company will replace volunteers with the employees with the greatest seniority subject to the layoff (as long as the employee can safely perform the work).

The elected Chairperson, Committee people, and Alternates will be retained. That is, in the event of reduction-in-force at the point where they would be subject to layoff the Unit Chairperson, Committee people 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. Classification
2. Shift
3. Division

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 the next following reduction order. In the event more than one person is involved; the concept of high bumps low will be used.

**Section 4 – Return Rights**

An employee will have rights to return to the next available opening within the classification/shift from which they were reduced. The proper return to classification form(s) have to be submitted to Management within thirty (30) days of reduction.

**Section 5 – Recalls**

Recall of laid off employees from layoff will be in reverse order of seniority (last out, first back). It is the employee's responsibility to keep a current address and telephone number on file with the Company for recall notification purposes, as outlined in Section 7 below. The Company will provide reasonable training within the employee's classification to support the skill(s), ability and qualifications to perform the job.

**Section 6 – Termination**

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) working 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 who is not at work on for eighteen (18) months or length of service whichever is greater.
- If an employee engages in gainful full-time employment while on a leave of absence with the exception of union leave and military leave.
- An employee presents false, altered or untruthful documentation and/or information as a reason/excuse for the employee's action, inaction or treatment with the respect to a provision of the agreement.

**Section 7 – Employee Contact Information**

It shall be the responsibility of each employee to notify the Company of any change of address, marital status, dependents, and telephone number. The employee's address and telephone number, as it appears on the Company's records, shall be conclusive when used in connection with any notice by the Company to an employee. For the purpose of any notice under this Agreement, notice shall be deemed completed when sent via certified mail, return receipt requested, or by telephone in the presence of a Union Representative.

**ARTICLE 7: CLASSIFICATIONS DIVISION 1**

**Section 1**

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

**Classification I.**  
**Industrial Cleaner**

**Classification II.**  
**Booth Cleaner**

**Classification III.**  
**Service Attendant**

Industrial Cleaner, Booth Cleaner and Service Attendant's job responsibilities include, but are not limited to, all of the following:

1. Clean all plant areas including, but not limited to, the shop floor, the warehouse floor, docks, washrooms, offices, break rooms, meeting areas, cafeteria and locker rooms.
2. Restock washrooms, break rooms and cafeterias.
3. Clean spills and remove garbage.
4. Limited outside trash pickup, minor salt and snow removal near doorways, and other minor outdoor duties.
5. Industrial truck driving, including but not limited to, sweeper scrubbers, tote vehicles, burden carriers and forklifts.
6. Special cleaning projects as required by the customer or assigned by the Company.
7. Booth cleaning includes cleaning mods, clear and color booths.
8. Service Attendant's responsibilities include miscellaneous job assignments within the customer's service agreements.

**Section 2: Shift/Schedule Preference:**

Employees will be allowed to exercise Shift/schedule Preference moves within their current classification once every six (6) months provided they have the appropriate training. Shift preference/schedules moves will be awarded based on plant seniority and honored within seven (7) calendar days unless otherwise agreed to by Management and the Union Chairperson.

The displaced employee will transfer to the position held by the employee who requested the change in shift/schedule provided they have the appropriate training. If an employee that has exercised a shift/schedule preference and is subsequently bumped prior to the end of the closed six (6) month period, the employee will be allowed to exercise another shift/schedule preference as defined above. Temporary shift/schedule changes can be granted with mutual agreement between Management and the Union Chairperson.

**ARTICLE 8: JOB POSTING DIVISION 1**

**Section 1: Job Openings**

At the time a job opening occurs, Management will determine whether the opening is temporary or permanent based on the estimated length of time required to fulfill the job requirements. The UAW Representative will be notified of job openings.

1. Job openings will be filled based on the following procedures. The job will be posted as soon as the duration is known.
2. The Union and Management will meet to discuss the duration of temporary openings for the following conditions:



**Section 2: Short-Term Temporary Assignment**

Less than sixty (60) calendar days.

1. Temporary Assignments less than sixty (60) calendar days will be made at Management's discretion.

**Section 3: Temporary Assignment**

Sixty (60) calendar days up to one-hundred and twenty (120) calendar days.

2. Openings will be posted for three (3) working days. During the posting period, the position will be filled at Management's discretion.
3. The parties agree that where qualification(s), skill(s) and ability are equal, bargaining unit seniority will be the determining factor in awarding the job opening.
4. In the event the employee decides he/she does not want to perform the job, the employee will be returned to their previous classification and shift; and the employee will be restricted from bidding on other temporary job openings for ninety (90) calendar days.
5. Employees awarded temporary jobs through the posting process will not be restricted from bidding on a permanent job opening.
6. Upon completion of the temporary job assignment, the employee will be returned to their previous classification and shift, seniority permitting.
7. Secondary openings, created by filling a job posting, will be back filled by temporary assignment at Management's discretion.

8. Temporary job compensation is located in Attachment B - Wages.

**Section 4: Permanent Job Openings**

All permanent job openings for jobs projected to last over one-hundred and twenty (120) calendar days will be filled as follows:

1. Primary openings will be posted for seven (7) calendar days.
2. The parties agree that where qualification(s), skill(s) and ability are equal, bargaining unit seniority will be the determining factor in awarding the job.
3. Transfer within fourteen (14) calendar 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 reasonable training to support the skill(s), ability and qualifications 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 (10th) working day, the employee will be restricted from returning to their previous classification and shift and will be restricted from bidding on other permanent job postings for ninety (90) calendar days from the date of the original job award.
6. In the event Management determines the employee cannot perform the job within the ten (10) day period, 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 within the ten (10) day period, the employee will be returned to their previous shift and classification and will be restricted from bidding on other permanent job postings for ninety (90) calendar days 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.
9. Secondary openings created by filling primary openings will be filled at Management's discretion.
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) calendar 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 and the facility.

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

The parties to this Agreement recognize the importance of providing GM 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 receipts of shipment of materials and supplies against the Company or GM. In addition, the Company will not lockout the employees.

Both parties agree that in the event of such action(s) noted above, the offended party may pursue 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-to-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 respective GM site. The Union and the Company will hold discussions with respect to the situation. The Union recognizes that the Company has obligations to its client.

**ARTICLE 10: GRIEVANCE AND ARBITRATION**

A grievance is defined as any dispute arising as to the interpretation or application of provisions of this Agreement or involving an alleged violation of a provision of this Agreement, between the Company and an Employee(s) covered by this Agreement or between the Company and the Union.

**STEP ONE. PRESENTATION OF GRIEVANCE TO SUPERVISOR**

Any employee having a dispute or one designated member of a group having a dispute shall first take it up with the immediate supervisor, who will attempt to settle the dispute.

If the dispute is not settled by the immediate supervisor, the employee has three (3) regularly scheduled working 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 employee may request the supervisor to call the representative to handle the specified grievance. The supervisor will promptly notify the representative of the call without further discussion of the complaint.

A representative having a written grievance on forms supplied by the Company and signed by the employee(s) may take it up with the employee's supervisor, who will attempt to adjust it. The representative will furnish a copy of the grievance to the supervisor, who will give a written answer within seven (7) working days after its receipt.

If the case is not adjusted by the supervisor, it may be appealed by the representative to the next higher level of supervision where a written answer will be given within seven (7) working days after its receipt.

**STEP TWO. APPEAL TO MANAGEMENT-UNION COMMITTEE**

A meeting between representatives of Local Management and the Union shall be scheduled when needed at a time to be mutually agreed upon between the Union and Management. Upon mutual agreement of the parties a meeting can be cancelled, but it must be in writing with both parties in agreement stating the reason for cancellation, dated and signed, with copies exchanged at the time of agreement. This will not preclude the right of either party to request additional meetings. The

meetings must be mutually agreed upon and documented in writing. Such meeting will be arranged within a reasonable period of time. Unless changed by mutual agreement of the parties, such meetings will not exceed two hours.

Minutes of the Management-Union meeting, which shall include the Step 2 disposition on written grievances, will be published by Management with signature, date and time for establishment of timeliness within a maximum of seven (7) working days following the date of the Management-Union meeting unless a different time limit is established in writing and signed by the parties.

Minutes from 2nd step meeting to include:

1. Date of meeting
2. Names of those present
3. Statement of each grievance taken up and discussed, also, in summary fashion, of the Union's contention or, at its option, a written contention, in the event of failure to adjust
4. Management's written disposition on each grievance, with reason for same if answer is adverse
5. "Highlights" of the meeting, these include specific questions asked by the Committee on policy matters and any answers to such questions given by Management
6. Date of approval, and joint signatures
7. A copy of the minutes are to be signed, dated and exchanged between the parties.

Any grievance not appealed from Management's disposition at one step of the procedure to the next step within seven (7) working days of Management's written disposition, shall be considered settled on

the basis of the last management disposition and not subject to further appeal unless reinstated pursuant to the reinstatement of grievances provisions of this Agreement.

If a grievance is not adjusted at the Second Step and the Union believes it has grounds for further appeal, the representative or Chairperson/Local Union President will file a Notice of Appeal with the Site Facility Manager within seven (7) working days after receipt of Management's written answer, or the case shall be automatically settled based on Management's disposition and not subject to further appeal.

#### **STEP THREE. APPEAL TO THE COMPANY AND INTERNATIONAL UNION**

If the grievance is not settled at Step 2 and the Local Union President/Chairperson and Regional Director of the International Union believe it has grounds for appeal from the Company Management decision at Step 2, the Local Union President/Chairperson will provide the Company's Regional Manager a written "Notice of Unadjusted Grievance," on forms supplied by the Company. The Local Union President/Chairperson will prepare a complete "Statement of Unadjusted Grievance," signed by the Local Union President/Chairperson, setting forth all facts and circumstances surrounding the grievance. The Regional Manager, or a designated Company Management representative, will also prepare a complete "Statement of Unadjusted Grievance" and the Management reason in support of the position taken, signed by the Regional Manager or an authorized Management representative. Three (3) copies of the Union's statement will be exchanged with Management for three (3) copies of Management's statement as soon as possible and in any event within five (5) working days of the date of filing the Notice of Unadjusted Grievance. The exchange of statements shall take place within fifteen (15) working days after receipt of the Company's decision in Step 2, unless this time is extended by mutual agreement in writing, in which event the thirty (30) working days for appeal by the

Regional Director of the International Union as provided below shall be automatically extended by the same number of days as the amount of extended time for exchanging "Statements of Unadjusted Grievance." Each Local Union President/Chairperson shall consecutively number the "Statement of Unadjusted Grievance" for their represented site from one (1) upward for identification purposes.

The Local Union President/Chairperson shall then forward copies of the "Statements of Unadjusted Grievance," to the Regional Director of the International Union. The Regional Director will review the case and determine if an appeal shall be made. The Regional Director or a specified representative and the Director of the General Motors Department of the International Union or a specified member of the Director's staff will request permission to visit the plant for the purpose of investigating the specific grievance involved in "Statements of Unadjusted Grievance," providing such a grievance is of the nature that observation or investigation will aid in:

1. Arriving at a decision as to whether or not a grievance exists;
2. Arriving at a decision as to whether or not such grievance shall be appealed;
3. The purpose of its proper presentation in the event of appeal.

Such visits will occur only after the following procedure has been complied with:

(a) The names of the individuals who will be permitted by the General Motors Department of the International Union to enter the plant must be submitted in writing to the Company prior to the date such entry is requested. Such names will be submitted by the Regional Director of the International Union or designated representative and will be forwarded to General Motors Plant Management for approval. Approval by General Motors Plant Management must be given and communicated to the Company prior to the date such entry is requested.

(b) The Company will acknowledge receipt of the request and approval and set a time during regular working hours which is mutually agreeable for the visit.

(c) The Local Union President/Chairperson may accompany the Regional Director or Union representative during the visit if their presence is requested. Company and General Motors Plant Management representatives may accompany the Union representatives during the visit.

(d) Only one visit on a specified grievance shall be made by the Regional Director, or specified representative, unless otherwise mutually agreed to.

(e) Visits shall be restricted to the time mutually agreed upon in point (b) above and shall be of reasonable duration and shall be subject to all plant rules and regulations which apply to employees and all regulations made by the United States Army, Navy and Federal Bureau of Investigation.

It is mutually agreed that the purpose of this provision is solely to facilitate the operation of the grievance procedure, and that the Union representative shall confine their visit to its stated purpose. If it is necessary, the Union representative may interview the Employee(s) signing the grievance and employees in the bargaining unit who have information relevant to the case. Such interview shall be a private interview when requested by the Union representative, and a suitable place will be provided either at the employee workplace or a location provided by the Company if the employee workplace is not possible.

If the Regional Director shall decide to appeal the case, notice shall be given on the form "Notice of Appeal" supplied by the Company, sending one copy each to the Regional Manager and the Local Union President/Chairperson. The "Notice of Appeal" will carry the same case number as the "Statement of Unadjusted Grievance." Any case not

appealed within thirty (30) working days, or within thirty (30) working days plus any agreed upon extension of time for exchanging (Statements of Unadjusted Grievance), Statements of Unadjusted Grievance are exchanged, or, in any event, within forty-five (45) working days of the date of the written decision of the Company to the Local Union President/Chairperson, shall be finally and automatically closed on the basis of the written decision of the Company Management and shall not be subject to further appeal unless reinstated pursuant to the reinstatement of grievances provisions of this Agreement. The forty-five (45) working day time limit for appeal shall be extended by the same number of days the local parties agree to extend the time limit for the exchange of "Statements of Unadjusted Grievances." No case shall be reopened unless the Regional Director shall submit new evidence to the Company Regional Management, and it is mutually agreed by them that such case should be reopened. The case shall then date from the date it is reopened, and follow procedures laid out in Step Three.

Upon receipt of Notice of Appeal by the Company, the Step (3) grievance meeting will be held to discuss the merits of the grievance as laid out in "Article 10: Grievance and Arbitration" section of the Collective Bargaining Agreement. The meeting shall be considered by and comprised of Company Representatives, one of whom shall not have previously participated in the case, the International Union Regional Servicing Representative, Regional Director of the International Union and Local Union President/Chairperson. Such appeal meeting will be held within thirty (30) working days following the receipt of the Notice of Appeal unless the time limit is extended by mutual agreement. If an adjustment in the case is not reached at this meeting, Management will furnish a copy of its decision in writing within seven (7) working days after the meeting, unless this period is extended by mutual agreement in writing.

### **ELIMINATE STEP 3.5**

#### **STEP FOUR, ARBITRATION**

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.

Arbitrators will be selected from a list(s) provided by the Federal Mediation and Conciliation Service (FMCS) and the expenses will be shared equally by the Company and the Union. The Arbitrator's decision will be submitted in writing. During the life of the Agreement, the parties will attempt to agree on a permanent Arbitrator from the FMCS list.

#### **Section 1**

All timelines may be extended upon mutual agreement in writing at any step of the grievance procedure.

#### **Section 2**

The Company shall not be subject to any financial liability for any period more than thirty (30) working days prior to the date the grievance was filed 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 II: UNION ACTIVITY**

#### **Section 1 - Union Activity Time**

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 employee at a time that does not interfere with the Company's operations. Upon an employee's request, a union representative will be present at investigative meetings between Management and Employee(s).

The unit representative 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. Unit Chairpersons will be allowed up to forty (40) hours per week in plants over one hundred fifty (150) employees, six (6) hours per week in plants over fifty (50) employees, four (4) hours in plants of nine (9) employees up to fifty (50) employees and two (2) hours in plants of nine or less employees for union business. If additional time is needed for union business, the representative may appeal to their supervisor for consideration of additional time and will be paid the appropriate rate of pay. Any disputes may be taken up with the appropriate Union and Management Representatives. The parties recognize that there may be circumstances/situations where the Unit chairperson's Union time would need to be done offsite. It is agreed that should this need occur,

the Chairperson will give at least 24-hours advance notice to the Site Manager where practicable.

**Section 2 – Union Representation**

There shall be three (3) representatives and three (3) alternates, one on first shift, one (1) on second shift and one (1) on third shift (if applicable). One (1) of the three (3) representatives will be a Chairperson of the Bargaining Committee who shall work on the first shift. Each representative shall have a defined plant shift and will represent all employees working on that shift with the Chairperson being the first shift representative.

The Company will pay the representatives for all hours worked in the handling of disputes and/or grievances and attending all meetings with the Company, at the representative's appropriate rate of pay.

The Chairperson/President shall furnish the Company with the names of the representatives, alternates and the area they represent. In a reduction of the workforce, refer to Article 6: Seniority.

**ARTICLE 12: WORKWEEK AND RELIEF**

**Section 1 – Schedules, Breaks and Lunch**

The various work weeks and breaks for the GM sites are:

The standard hours of work shall be up to forty (40) hours per week, which may be modified by the Company to meet varying production demands.

Break periods are as follows:

All employees will be allowed a fifteen (15) minute break for each four (4) hour period worked each day. The scheduling of breaks will be at such time as to least interfere with operations.

Employees scheduled for eight (8) hours will receive one in the first four (4) hours of the workday and one in the second four (4) hours of the workday whenever possible.

Employees scheduled for ten hours (10) will receive one in the first five (5) hours of the workday and one in the second five (5) hours of the workday whenever possible.

Lunch periods are unpaid thirty (30) minute blocks for every eight (8) or ten (10) hour shift.

**Section 2 – Schedule Changes**

Any shift schedule changes will be reviewed with the appropriate representative to discuss alternatives prior to implementation. In the event that shift schedule changes are required, the Company will make every effort to provide a notice (fourteen (14) working day notice is preferred by both parties where possible based on customer demand) before the new shift schedule goes into effect. In the event that GM significantly changes its production schedule, which impacts the work schedules, the parties will meet to discuss scheduling alternatives.

**Section 3 – Job Openings**

When an opening occurs in a classification that has a multitude of schedules or start times, employees within the classification will be solicited and given preference, by plant seniority, to fill the open assignment, before the job is opened to the job bid process.

**Section 4 – Show Up Pay**

Any employee who reports to work as scheduled and is sent home due to lack of work (at the discretion of the Company) shall be paid a minimum of one-half (1/2) of his/her regularly scheduled shift. This provision shall not apply if the employee is sent home due to any other reason including, but not limited to, disciplinary investigation, suspension or

circumstances beyond the Company's control such as fire, floods or natural disasters. If the employee volunteers to leave early, no pay will be given for the remaining hours. Employees must perform any work assigned by the employer.

#### 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 (1-1/2) times the regular rate of pay. All contractual time off will count towards the forty (40) hour requirement.
- 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.
- All hours worked on a holiday as specified in Article 15: Holidays will be paid at two (2) times the regular hourly rate of pay in addition to the holiday pay (if otherwise eligible).
- 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.

#### 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 work schedule is frozen during the week the overtime occurs. In the event employees eligible for overtime have matching

hours, classification and shift, the overtime will be awarded by order of highest plant seniority to lowest plant seniority. If both employees have the same plant seniority date, the tie breaker will be by the last four digits of their Social Security number (0-low and 9-high).

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 lowest hours 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 sixty (60) 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 two (2) hours prior to the end of their regular scheduled shift, the employee will be charged two (2) times the overtime hours that the employee would have been paid if he/she had worked.
6. The parties agree that when employees go on a leave of absence, during the first thirty (30) calendar days of the leave, their names will remain on the equalization of hours chart and they will be charged available hours. After thirty (30) calendar days, the employee's name will be removed from the equalization chart and upon their return to work they will be placed at average hours of the group.



### Section 2: Scheduled Overtime

1. Employees will be awarded overtime by order of low hours within their classification and shift. The work schedule is frozen during the week the overtime occurs. In the event employees eligible for overtime have matching hours, classification and shift, the overtime will be awarded by order of highest plant seniority to lowest plant seniority. If both employees have the same plant seniority date, the tie breaker will be the last four digits of their Social Security number (0-low and 9-high).
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 canvass 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 canvass as follows:
  - a) On each Monday, the Company will post Overtime Sign-up Sheets for each classification.
  - b) The Company will canvass the Overtime Sign-Up Sheet first. In the event the process fails to secure the required manpower, the company will then fill the need with part-time/on-call employees. The Company will award overtime to qualified employees by order of low hours according to the assignment being filled.
  - c) Employees who accept overtime and fail to report for work for that overtime will be charged double the hours

the employee would have been paid if he/she worked. In addition, the absence will be charged subject to Attachment C-Attendance Program.

- d) When an employee is absent for his/her regular scheduled shift in a week that overtime exists, that employee will be canvassed by the process to secure the overtime and will be charged to the equalization of overtime as if he/she worked their scheduled workweek.
5. If in the event the process fails to secure the required manpower, employees with the lowest hours 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, and shift. The work schedule is frozen during the week the overtime occurs. In the event employees eligible for overtime have matching hours and classification, the overtime will be awarded by order of highest plant seniority to lowest plant seniority. If both employees have the same plant seniority date, the tie breaker will be the last four digits of their Social Security number (0-low Seniority and 9-high Seniority).
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, the employees with the lowest hours in the classification and shift will be required to work.
5. Employees who accept overtime and fail to report for work for that overtime will be charged double the hours the employee would have been paid if he/she worked. In addition the absence will be charged subject to Attachment C--Attendance Program.

#### Section 4: Mandatory Overtime

1. The maximum number of hours an employee could be mandated to work is an additional one-quarter (1/4) of their regular scheduled shift.
2. Volunteers can work more than the one-quarter (1/4) 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 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 request their applicable fifteen (15) or thirty (30) minute break during the last hour of their regularly scheduled overtime shift.

#### 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 would be charged.
2. Employees who accept overtime and fail to report to work for that overtime will be charged double the hours the employee would have been paid if he/she worked. In addition, the absence will be charged subject to Attachment C--Attendance Program.
3. Employees who are absent for any reason, other than number six (6) below, 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: Job Posting, Section 2; or who have been reduced due to reduction per Article 6: Seniority, 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, plant seniority will prevail. If they both have the same plant date, the tie breaker will be the last four digits of their Social Security number (0-low and 9-high).
8. Overtime records will be maintained by Management by classification and shift and will be posted on the first scheduled workday each week, within the first half of the shift.
9. The current week's equalization sheet will be used to canvass 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 (0) on the first Monday, of the new year for the lowest hour person and each other person will be reduced the same number of hours also. 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 sheets as if the employee had worked; provided the hours compensated through the grievance procedure were not previously factored into the equalization sheet.
13. Hours not offered due to errors in calculations will be afforded to the employee(s) who were not offered due to the error. The grievance procedure may be utilized.
14. The local parties may agree to utilize UAW members to administer the charging of overtime.

**ARTICLE 15: HOLIDAYS**

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

- National Election Day (November 3, 2020) and (November 8, 2022)
- Veteran's Day (observed same day as GM)
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Good Friday
- Monday Following Easter (effective 2021)
- Memorial Day
- Independence Day (or to be moved to another GM holiday with approval of the UAW Committee)
- Labor Day

**Section 1**

Holidays will be paid as per Article 13: Overtime Premiums; including differentials received by the employee will be included towards the forty (40) hours for the workweek. In the event that the holiday falls outside of the employee's normal workweek, the employee will receive an alternate day off as their holiday usually within the same workweek.

**Section 2**

Employees who work on a designated holiday, and are otherwise eligible for holiday pay, will be paid for the holiday(s) during the week they are celebrated. 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, including E-VAC or vacation days approved in advance, as provided in this agreement or is placed on layoff status within seven (7) calendar days of the holiday.

Use of an E-VAC day on the shift immediately prior to or the shift immediately following a holiday will disqualify an employee from receipt of holiday pay.

Appeals may be made to the site manager in the event of extreme emergencies of highly unusual circumstances and will be final.

An employee is not eligible for holiday pay if the holiday falls during a personal, FMLA, short-term or long-term disability leave, military leave, educational leave, layoff, union leave 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. AWS (Alternative Work Schedule) employees may be placed on a regular five (5) day, eight (8) hour per day work-week during the week which the holiday is observed in order not receive less than a 40-hour work week.

#### **ARTICLE 16: VACATIONS**

Employees become eligible for paid vacation after completing the ninety (90) calendar day probationary period. Vacation entitlement is based on seniority as follows:

90 days but less than one year	Full-time	Permanent Part-time
One but less than three years	16 hrs.	8 hrs.
Three but less than five years	40 hrs.	20 hrs.
	80 hrs.	40 hrs.

Five but less than ten years 100 hrs.  
Ten but less than fifteen years 120 hrs.  
Fifteen or more 160 hrs.

#### **Effective 2021**

Service	Full-time	Permanent Part-time
90 days but less than one year	40 hrs.	32 hrs.
One but less than three years	64 hrs.	44 hrs.
Three but less than five years	104 hrs.	64 hrs.
Five but less than ten years	124 hrs.	74 hrs.
Ten but less than fifteen years	144 hrs.	84 hrs.
Fifteen or more	184 hrs.	104 hrs.

\* Permanent Part-Time employees become eligible for paid vacation after completing the four hundred and eighty (480) hour probationary period.

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

In addition to the continuous service requirement 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, and workers' compensation law. Specifically, if an employee works less than fifty-two (52) weeks in the calendar year, their vacation entitlement will be pro-rated based on number of weeks worked. If an employee works in any workweek, they will be given credit for that week as a week worked for vacation calculation purposes.

The parties have agreed that for the vacation year commencing January 1, 2016, and subsequent vacation years, the parties have the following understanding:

The Employer will calculate the employees vacation entitlement based on the employee's service he/she will attain during the vacation year in question.

- For example, if an employee is hired July 1st, 2013, he/she will reach three (3) years of service during the 2016 vacation year (January 1st, 2016 to December 31st, 2016). The employee will receive their vacation entitlement on January 1st, 2016 based on their service of three (3) years attained during the vacation year from January 1st, 2016 to December 31st, 2016.

The Parties further agree that if an employee will cross two (2) entitlement levels during a vacation year their vacation entitlement will be based on the first level crossed during the vacation year.

- For example, if an employee is hired November 1, 2015 and will reach ninety (90) days of service during the 2016 vacation year (January 1st, 2016 to December 31st, 2016). The employee will receive their vacation entitlement on January 1st, 2016 based on their service of ninety (90) days attained during the vacation year from January 1st, 2016 to December 31st, 2016. They will not be eligible for any further vacation during the 2016 vacation year.

The parties agree that is the event the employee terminates his/her employment prior to December 31st of the "eligibility" year. Management may deduct the dollar equivalent of any unaccrued vacation from the employee's final check.

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

1. January 1 through January 31 of each year for the vacation period between February 1 and 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 in writing on forms provided by the Company.
3. Plant seniority among employees of the same classification and shift shall determine approval.
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. Management will approve or disapprove vacation requests within a reasonable amount of time after receipt.
6. Provided the employee has complied with the above procedures, any vacation not granted due to standard operational needs will be paid to the employee in the first pay period in January.
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. Once approved, the vacation time can only be cancelled by the employee in writing on forms provided by the Company.
9. Vacations will be granted by classification and shift according to the following:

Number of People Scheduled

- 1 - 10
- 11 - 20
- 21 - 30
- 31 - 40
- 41 - 50
- 51 - 60

And so on...

Additional people may be granted vacation under special circumstances with the approval of the Facility Manager and consistent with operational needs. The Facility Manager will inform the Representative as these conditions occur. Vacations during shutdowns and model change periods will be granted as agreed by both parties. Employees who have approved vacation on the day prior to their regular day off will not be subject to, but are not limited from, working mandatory overtime.

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.

Seniority employees will be eligible to use up to sixteen (16) hours of their existing vacation days as emergency vacation (E-Vac) days. The (E-Vac) days will be granted in daily increments. Employee(s) use of (E-Vac) days will not be subject to the Attachment C - Attendance Policy provided they call in at least one hour prior to their shift start time.

Seniority will accrue during leaves contained in Article 17.

Personal Leave

Permanent employee(s) with more than one year of 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) calendar days and reserves the right to grant an extension upon request for up to two (2) additional thirty (30) day calendar periods. Management may grant employees with less than one (1) year of seniority such a leave in emergency circumstances. Company provided health care coverage will terminate at the end of the month in which the leave began.

Family Medical Leave

Certain employee(s) are eligible for unpaid leave for certain qualifying circumstances in compliance with the Family Medical Leave Act (FMLA) of 1993. Employees may use vacation at their discretion. Nothing in this Agreement will impair or diminish any rights or obligations of employees as contained in the FMLA and the Company reserves the right to implement and administer the FMLA policy, a copy of which has been provided to the union. Company provided health care coverage is protected under Federal law for up to twelve (12) weeks. FMLA leaves will run concurrent with leaves contained in this article. Coverage will terminate at the end of the month in which that twelve (12)-week maximum is met.

Military Leave

Employee(s) who are called to 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. Company provided health care coverage will terminate at the end of the month in which the leave began.

### Union Leave

Leaves of absence (without pay) 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. No more than four (4) employees from any site shall be off at the same time. For employees requesting a union leave, Company provided health care coverage will terminate at the end of the month in which the leave began.

### Education Leave

Employee(s) who are enrolled in College, Trade School or GED Equivalency courses that conflict with an employee's work schedule may be given the required time off as unpaid to support their contribution of higher education goals. All educational leaves will be unpaid and supporting documentation will be required prior to such leave being reviewed for approval. Approvals will be made by the Facility Manager or his/her designee and will be based upon operational needs. Company provided health care coverage will terminate at the end of the month in which the leave began.

### Other Provisions

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

- a. Classification
- b. Shift in a lower rated classification
- c. Division in a lower rated classification

Employees on approved Workers' Compensation leaves of absence will have Company provided health insurance continued for up to twelve (12) months. After twelve (12) months, the case will be reviewed. Employees on approved medical leaves of absence other than Workers' Compensation will have Company provided health insurance through the end of the month in which the leave began.

### 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. The Company will compensate (up to an 8-hour shift) employee(s) for that absence as if they had worked on a straight-time basis. The employee will provide a copy of any payment received for jury duty and the Company will deduct the amount from the employee's next check. The supervisor will make a photocopy of the employee's documentation, sign and date the photocopy, return the original to the employee, and forward the photocopy to the payroll department. The employee should retain a copy for their verification. AWS (Alternative Work Schedule) employees may work a five (5) day, eight (8) hour per day workweek when on Jury Duty.

### 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 three (3) or five (5) regularly scheduled workdays (excluding premium days), based on the schedule below following the date of death. The employee is obligated to present verification (an obituary, or funeral receipt) to Management to show the relationship to the deceased. The Company will compensate (up to an 8-hour shift) employee(s) for that absence as if they had worked on a straight-time basis. For the purposes of this provision, immediate family is defined as:

Family Member	Bereavement Days	Family Member	Bereavement Days
Spouse	5	Grandchild	3
Parent	5	1/2 Brother	3
Child	5	1/2 Sister	3
Current Stepchild	3	Brother	3
Current Stepparent	3	Sister	3
Grandparent	3	Current	3
Great-Grandparent	3	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 not covered under the bereavement provisions outlined above. AWS (Alternative Work Schedule) employees may work a five (5) day, eight (8) hour per day workweek when on Bereavement.

#### 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 -- Benefits, subject to eligibility requirements. Permanent Full-time Employees will become eligible for the above benefits on the first day of the month following completion of sixty days of employment. Part-Time/On-Call employees will have the availability to purchase benefits upon completion of their 480-hour probationary period.

#### Policy Controlling

The terms and conditions of the respective policies are controlling, and no-disputes regarding this paragraph titled Policy Controlling are subject to Arbitration. The Company will make every effort to work with the employee(s) 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. Before any change can be made, the Company will convene a meeting with the UAW International Union 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

If during the term of the Collective Bargaining Agreement between the Company and the Union signed today, any national health insurance act (other than a Workers Compensation or occupational health law) is enacted or amended to provide any health care benefits for employees, retired employees, surviving spouses, and their dependents, which in whole or in part duplicate or may be integrated with the benefits under the Program, the Benefits under the Program shall be modified in whole or in part, so as to integrate or so as to eliminate any duplication of such benefits with the benefits provided by such federal law. This integration shall be designed to maintain such integrated benefits as nearly comparable as practicable to the benefits provided in the Program. Such integration shall not result in persons covered under the Program having to pay deductibles or copayments for benefits which they would not otherwise pay under the Program. If any such federal law is enacted or amended, as provided in the paragraph above, the Company will pay, beginning with the date benefits under such law become available and continuing through the expiration of the current Collective Bargaining Agreement, any premiums tax or contribution that employees who are eligible for Company-paid coverage's under the law for benefits which may be integrated with the Program.



This includes payments that are specifically earmarked or designated for the purpose of financing the program of benefits provided by law, in addition to any premiums, taxes or contributions required of the Company by law. If such premiums, taxes or contributions are based on wages, the Company will pay only the premiums, taxes or contributions applicable to wages received from the Company.

Any savings realized by the Company from integrating or eliminating any duplication of benefits provided under the Program with the benefits provided by law shall be retained by the Company.

These understandings are conditioned on the Company's obtaining and maintaining such governmental approval as may be required to permit the integration of the benefits provided under the Program with the benefits provided by any such law; otherwise the Company and the Union shall meet and develop an acceptable alternate to accomplish the intent of this letter for the remaining term of the Agreement. The Parties will meet promptly following the enactment of such legislation in order to assure a smooth implementation of and transition to the integrated program addressed in this letter.

#### **ARTICLE 21: GENERAL PROVISIONS**

##### **Non-Discrimination**

The Company and the Union recognize the legal principals in the area of civil rights. We have reaffirmed in this collective bargaining agreement our commitment to not discriminate because of race, creed, color, religion, national origin, age, sex (including pregnancy), disability/handicap, genetic information, height, weight, marital status, veteran status, or any other basis made illegal or prohibited by applicable law. It is agreed that both parties understand the importance of a workplace free from unlawful harassment, discrimination, or retaliation and that all employees are to follow the Company's policy, a copy of which has been provided to all employees and the union.

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##### **Bargaining Unit Work**

Work normally performed by employees of the bargaining unit will not be performed by non-bargaining unit employees except in the cases where a non-bargaining unit employee is instructing, training, or there is an emergency. Any abuses regarding non-bargaining unit employee's assignments will be forwarded to the Regional UAW Representative and the Company. Management will hold discussions with the Local Union as far in advance as possible when contemplating subcontracting of bargaining unit work.

##### **Management Positions**

Seniority employees who take a management position will maintain all seniority rights under this agreement for ninety (90) calendar days after date of hire into a management position. Within the ninety (90) calendar days the employee may return to the unit for any reason. After ninety (90) calendar 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 employees will participate in a joint Company/Union orientation program. During the orientation program, the Union may use the necessary time, up to (2) two hours, to present Union awareness training.

##### **On-The-Job Injuries**

Employees injured on the job are required to report such injury immediately to their supervisor or another member of Management. 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

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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 Federal 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 employee's immediate supervisor, whenever practical. The parties recognize there may be extenuating circumstances where a situation would require that instructions be given by a supervisor or member of management other than the immediate supervisor. In such circumstances, no employee will be disciplined for following the last job instructions given.

#### Joint Activities

The parties recognize the benefits to the customer, employees and the Company, if a cooperative relationship is established. The parties agree to research the possibilities in creating study teams where needed to address issues such as manpower studies, safety, training, scheduling changes, establishing the team concept and other important matters. These study teams may include pilots or trial projects to determine the reasonableness of the resolution. These teams may not change any provisions of the Agreement absent mutual agreement of the National Parties.

#### New Work

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 new work requested by our Customer outside of the classifications in this Agreement that the

Company would otherwise not be able to accomplish while maintaining consistency of service throughout the project, the Company will meet with the Bargaining Unit Committee to discuss options that would allow the Bargaining Unit to perform 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) calendar day period. The Company and the National Parties agree to negotiate a new classification and rate within thirty (30) calendar days from when the work began.

#### Payroll Shortages and Overpayments

If through no fault of an employee, he/she, is shorted on their payroll management will have the responsibility to make them whole for the pay period in which they were shorted no later than the pay period following the pay period the shortage occurred.

Deductions from an employee's wages to recover overpayments made in error will not be made unless the employee is notified prior to the end of the sixth month in which the check (or payroll order) in question was delivered to the employee. Any recovery of monies owed will be subject to a repayment plan negotiated between the Company and the union.

#### Drugs and Alcohol

Employees are required to report to work in appropriate mental and physical condition to perform their job in a satisfactory manner. Therefore, while on the Company's premises and while conducting business-related activities for the Company, no employee may use, possess, distribute, sell or be under the influence of illegal drugs or alcohol. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential

functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace or elsewhere.

**Past Agreements**

All prior agreements between the National Parties, including all MOU's, are no longer in effect. All current local flexibility MOU's must be ratified with this agreement or renegotiated within 60 days after ratification of the agreement.

**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 renegotiate those provisions cited as defined above.

**ARTICLE 23: TERM OF AGREEMENT**

This agreement will remain in effect from March 18, 2018 through March 15, 2024 unless either party exercises the provisions under Article 24: Procedure to Modify the Agreement or GM terminates the contract with MPS Group, Inc.

**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) calendar days prior to the date of this agreement that would otherwise expire. Failure to provide such notice will convert this agreement into a year-to-year contract with a sixty (60) calendar day notice being required before this agreement can be modified or terminated.

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

**ARTICLE 25: SUCCESSOR CLAUSE**

In the event of any change in the Ownership, Management, or Operation of the Company related to 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 shall remain in full force and effect as against such successor, transferee, or other appropriately designated party. In the event that General Motors replaces the Company at the GM facility, this provision shall be of no effect to that Company.

**ARTICLE 26: HEALTH AND SAFETY**

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. As a reference the training of all of the Company's employees, both hourly and salary, needs to be in compliance with the Health and Safety rules of this GM facility. The Chairperson and Facilities Manager for the Company will be responsible for complaints that surface from within the unit. The contact person(s) are the current GM and UAW Health and Safety representatives at this facility. The Unit representatives along with input from the GM and

UAW Health and Safety representatives will be responsible to review existing Health and Safety policies and for developing a set of goals that promote the Health and Safety objectives of the Union and the Company, as noted above.

All employees will be required to complete a Comprehensive Health & Safety program, (within one hundred and twenty days 120) jointly identified by the Company and the UAW National Parties, at no cost to the employee.

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

If during the course of this Agreement the National Agreement between the UAW and General Motors Company is 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 modification or amendments into this Agreement. In addition, the Company and the UAW International Union agree to address any unforeseen, overlooked, and/or workforce composition issues within 180 calendar days of ratification of this agreement.

#### **ARTICLE 28: PART-TIME EMPLOYEES - DIVISION 1**

Part-time permanent employees and part-time/on-call employees will be primarily utilized to cover absenteeism and special projects, outside the normal scope of work, awarded by the customer. The Company and the Union recognize that there are times when there are special projects requested by the customer, or in the case of shutdown, cannot be performed on a timely basis by the existing employees. The parties agree that part-time employees can be hired to help complete the required work on a timely basis. Employees on layoff will be given first opportunity for any work. If a full-time employee on layoff denies an opportunity to work part-time on more than three (3) occasions, they will not be offered the opportunity again. They will still have recall

rights for full-time employment status in line with their seniority. If a part-time employee refuses work on three (3) or more occasions within a six (6)-month period, they will be considered a voluntary quit and their employment will be terminated.

A part-time employee is normally scheduled to work less than thirty-two (32) hours per week, however there may be occasions where part-time employees may be scheduled full-time hours while covering absenteeism or while working on special projects.

Part-time employees that are promoted to full-time status will receive a plant seniority date effective the date they achieve full-time status. However, their corporate seniority date will remain as their longest unbroken date with the company. The corporate seniority date will be used for benefits calculation purposes.

A part-time/on-call employee is eligible for union membership and rights of representation after completion of four hundred and eighty (480) working hours. Part-time employees who work forty (40) hours or more in a calendar month shall be required to meet the requirements of a full-time employee for the purpose of initiation fees and dues paid to the UAW International Union.

The intent of the agreement is not to utilize part-time employees in a manner to avoid hiring of full-time employees. Any location utilizing a part-time employee to cover a work week of forty (40) hours or more, (other than agreed to circumstances i.e. absenteeism), will be required to recall/hire an employee on a full-time basis. If the Union feels the Company is not utilizing part-time employees as to the intent of this agreement, the UAW Regional Director or his/her designee will first meet with the Company to address their concerns. If the Company fails to correct the concerns following the plan agreed upon with the UAW Regional Director or his/her designee, the Union may cancel the use of part-time employees, at this facility, pending a two (2) week advance

written notice of termination to the Company. Any time there are part-time employees needed to perform special project work lasting longer than fourteen (14) calendar days, the Company will contact the UAW servicing representative so that the details can be worked out mutually.

On a monthly basis, the Chairperson will review the call-in list, absentee list, and hours worked. Upon request, the Company will provide the Chairperson with a copy of the aforementioned lists.

Permanent part-time employees at any of the locations covered by this agreement will be treated the same as full-time employees for wages, benefits and all other topics relating to this agreement unless specified otherwise in this agreement.

Part-time/on-call employees will be paid three dollars (\$3.00) per hour more than the base wage rate for the classification they are part of in lieu of benefits.

When a full-time opening occurs at the facility, the position will be filled first from employees on layoff, transfer requests, and then part-time employees before going outside of this facility. The candidate will be selected by Management based on performance, skills and abilities to perform the job and the amount of time worked for the Company. Management will provide training if necessary.

In witness whereof, the authorized representatives of the parties hereto have set their hands as of the day and year first above written.

MPS Group, Inc.

International United Automobile, Aerospace and Agricultural Implement Workers of America, U.A.W.

Date: 1-15-2004

Date: 1-15-2004

BY: MARK STAFFORD  
Name: MARK STAFFORD  
Sign: [Signature]  
Title: COO

BY: DOVIANE BANKS  
Name: DOVIANE BANKS  
Sign: [Signature]  
Title: TOP Negotiator

BY: WILSON L. ZIVIO  
Name: WILSON L. ZIVIO  
Sign: [Signature]  
Title: LABOR SPECIALIST

BY: MARSHALL O'BENNEK  
Name: MARSHALL O'BENNEK  
Sign: [Signature]  
Title: Assistant Director

BY: Leticia Jones  
Name: Leticia Jones  
Sign: [Signature]  
Title: HR Manager

BY: DANIEL DANIELS  
Name: DANIEL DANIELS  
Sign: [Signature]  
Title: HR Mgr

BY: BRYANT H. FRANK  
Name: BRYANT H. FRANK  
Sign: [Signature]  
Title: GENERAL COUNSEL

## ATTACHMENT A – BENEFITS

The Company agrees to make available the following insurance benefits, without cost, to permanent full-time employees covered by this Agreement when such employees become eligible (the first of the month following sixty (60) days of employment) and on the effective dates of the coverage noted below:

1. Medical Insurance for the employee and their immediate family; the plan provisions will apply.
2. Dental Insurance for the employee and the immediate family.
3. Vision Plan for the employee and the immediate family.
4. Prescription safety glasses will be provided up to \$150.00 every two (2) years for the employee if otherwise not provided for and employment required.
5. Short-Term Disability for the employee, following a one week waiting period.
6. Long-Term Disability for the employee.
7. Employee Assistance Program.
8. Permanent part-time employees will get single coverage for themselves for medical insurance, dental and vision.

The current plan design and coverage levels for the above benefits will remain the same except for the following that will take effect upon ratification of this agreement:

- Short Term Disability maximum weekly benefit for Division II increases to \$600.

## INSURANCE OPT-OUT PROGRAM

All permanent employees (whom would otherwise qualify), may elect to opt-out of medical coverage from the Company. The employee will be removed from insurance coverage and will be eligible for an annual Opt-Out incentive of \$2500.00 a year, payable quarterly, starting the 1st month after the employee's ninety-(90) calendar day probationary period. The incentive will be prorated for partial year opt-outs. 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. Permanent Part-Time employees will get a \$500.00 opt out for the insurance.

## SCHEDULE OF LIFE INSURANCE BENEFITS

<u>Classifications</u>	<u>Life Insurance</u>	<u>AD&amp;D</u>
All permanent employees with seniority	\$50,000.00	\$50,000.00

## OPTIONAL INSURANCE

Optional Life Insurance will be available at the expense of the employee. Part-time/on-call employees can purchase Life Insurance and AD&D at their expense.

## 401(K) PLAN

The Company agrees to offer to all permanent employees with seniority the opportunity to participate in a 401(K) Plan with a Company match of fifty percent (50%), of the first six percent (6%), of an employee's contribution in accordance with the plan provisions.



to beginning on the first day on the job and ending the last day on the job.

4. If an employee is pulled from their normal job and required to perform tasks that are outside the scope of work in their classification, the employee will be compensated at the next highest rate, unless already at top rate, 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, early departures are grounds for disciplinary action. Employees who expect to be absent, late, or leave early are expected to notify his/her immediate supervisor as soon as possible, but no later than one (1) hour prior to the start of the shift. The fact that an absence has been reported does not excuse the absence. No points will be assessed for early departures with prior written approval from the Company. This policy is a minimum standard for 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 1/2 through 7
- 1/2 point for tardiness or early quit
- 1 point for an absence with advance call-in
- 1.5 points for an absence with call-in later than one (1) hour prior to shift



- 2 points for an absence with no-call, no-show

**Late vs. Absent**

The parties agree that employees who are four (4) or more hours late for their scheduled shift may be sent home by Management if their job has already been covered. If the employee is sent home, they will be assessed points in accordance with a full-shift absence as outlined above. If Management elects to allow the employee to work the remainder of their shift, they will be assessed the applicable points for being tardy.

**Disciplinary Action**

The following corrective disciplinary actions apply upon accumulation of points:

- Two (2) points      Counseling meeting with Union representative and Management and written warning.
- Three (3) points    Counseling and three (3) working days suspension.
- Five (5) points     Counseling and five (5) working days suspension.
- Seven (7) points    Dismissal

**Tracking**

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

Management is responsible for counseling employees within three (3) working days of the last attendance violation providing the employee is present for the corrective disciplinary actions noted above. Management will notify employee when points are assessed.

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

Employees may appeal four (4) times in a rolling twelve (12) month period by providing evidence of extreme or extraordinary circumstances. Upon the return to work, the evidence must be submitted to the Human Resource Director or the other designated member of management.

Two (2) points expunged from each employee that is currently in the point system on the date this agreement is ratified.

**Stay Out of the System**

Available contractual time to stay out of system includes leaves, vacations, personal days, holidays and EVAC days – provided the employee calls in at least one (1) hour prior to the start of their shift.

**Ways to Reduce Points**

When a point or fraction thereof becomes twelve (12) months old, it will drop from the record, provided the employee has been actively working. If an employee has perfect attendance for thirty (30) calendar days, meaning no new points are added, one-half (1/2) of a point will be reduced from his/her record from the most recent occurrence.

**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 a 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 point system described above.

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. No points will be imposed.

#### 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, the employee must provide satisfactory proof of the illness on each day of the series will be counted as a separate point. This would include early outs covered by doctor's notes as well.

#### Extended Illness

After three (3) consecutive days of absence due to illness, the employee must present a doctor's statement of care releasing them to return to work. To return to work, the statement must be signed by the treating physician and must be on that doctor's stationary.

#### FMLA

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

#### Attendance Award

Effective starting the quarter following August 1, 2020

Permanent employees who achieve perfect attendance (perfect is defined as working all scheduled hours excluding vacation or other paid leave entitlement (bereavement, jury duty, etc.) provide required documentation, etc.) will receive quarterly payments of one hundred and fifty dollars (\$150.00) less normal deductions (Maximum (4) four per year). Payments will be made by the 2nd pay period following the quarterly qualification month.

Perfect attendance is qualified quarterly:

- Quarter 1 – January 1 and March 31
- Quarter 2 – April 1 and June 30
- Quarter 3 – July 1 and September 30
- Quarter 4 – October 1 and December 31

#### ATTACHMENT D – UAW-GM SITES

All GM facilities covered by this agreement including Customer Care & After Sales Centers, GMCH – GM Component Holding, GMVM – GM Vehicle MFG – MFG & Assembly, GMVO – GM Vehicle Operations, MFD – Metal Fabricating Division, Assembly Facilities, GMGFS – GM Global Propulsion Systems, Metal Fabrication Facilities, GMCH Facilities and Other Sites.

### ATTACHMENT E - BONUS

#### LUMP SUM BONUS (SIGNING BONUS)

Effective as soon as possible following October 1, 2020 a one-time lump sum payment, less normal deductions as follows for employees hired:

On or before October 31, 2019 - PERM FT employees - Five Thousand Seven Hundred and Twenty-Five dollars (\$5725.00)

On or before October 31, 2019 - PERM PT/PTOC employees - Two Thousand Nine Hundred and Twenty-Five dollars (\$2975.00)

On or after November 1, 2019 - PERM FT/PT/PTOC employees - One Hundred Twenty-Five dollars (\$125.00) for each month of service

On or after November 1, 2019 - PERM FT/PT/PTOC employees - One Hundred and Twenty-Five dollars (\$125.00) for each month of service

Employees must be currently working or on approved time off (i.e. vacation, leaves etc.) as of ratification and must have completed their probationary period.

#### CHRISTMAS BONUS

Effective the first pay period in December of 2021 a one-time lump sum payment, less normal deductions of two hundred and fifty dollars (\$250.00)

Effective the first pay period in December of 2023 a one-time lump sum payment, less normal deductions of two hundred and fifty dollars (\$250.00)

Employees must be currently working or on approved time off (i.e. vacation, leaves etc.) as of the payment date and must have completed their probationary period.

### LETTERS OF UNDERSTANDING

#### CONTRACT BOOKLETS

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

#### 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](http://www.gmsupplierdiscount.com). The employee must provide proof of employment (i.e., pay stub or name badge). General Motors will then send the employee the required form and other information. The employee will need to contact General Motors before he/she goes shopping for a vehicle.

#### UNIFORM AND BOOT PROVISIONS

If required, the Company will provide employees uniforms, foot coverings (i.e. shoes, boots) up to \$150.00 dollars. This is not meant to infringe upon any past practice currently in place.

#### PLANT EMPLOYMENT OPPORTUNITIES

In the event that GM should want to hire from within the bargaining unit for permanent employment, MPS Group, Inc. 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 employees accepting a permanent job offer with GM will be granted a 30-calendar day leave of absence (upon request). Benefits will cease at the end of the month in which the leave began.

Due to the operational needs of the business, the Company, and GM will work together to mutually agree upon the number of MPS Group, Inc. seniority employees who can be made available to apply for the openings at any given time.

#### CONFIDENTIALITY OF EMPLOYEE RECORDS

The Company will not release any information from an employee's file or other records relating to the employment of an employee unless it is authorized by the employee, or it is in compliance with state, local or federal laws. All of the employee's seniority rights (i.e. vacation time, etc.) transfer to the new supplier.

#### LOCATION TRANSFERS

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

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

In the event that there is a plant closure or significant permanent layoff i.e. a permanent shift closure, where the Company provides services, the National parties will meet and discuss opportunities for transfer that may exist.

Employees who transfer and/or refuse a plant transfer will be restricted from future plant transfers for a period of six (6) months.

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

#### LOCAL UNION ITEMS

The Company will provide the following to the local union: two (2) locked bulletin boards for official Union postings (the key will be the responsibility of the unit Chairperson), a secure space for a Company provided file cabinet and desk.

#### LOCAL FLEXIBILITY

The parties acknowledge that there may be instances where issues arise that are specific to your location that need to be addressed. Doing so in the form of a "Letter of Understanding" (LOU) is acceptable. Any (LOU) will require UAW Regional and UAW International National Parties approval prior to the Membership approval. LOU's cannot supercede the Master Agreement.

#### TRANSITION ISSUES

1. The parties agree that if an employee of a predecessor Company fails a drug test when transitioning from one supplier to another, the employee will be offered the opportunity to complete a certified drug rehabilitation program, at no cost to the Company to correct the issue. If the employee refuses the placement, then the successor Company will have no obligation to retain the employee.

The employee will enter a certified drug rehabilitation program within thirty calendar days from the date the successor Company received the results of the drug test. If the employee successfully complete the drug rehabilitation program within sixty days, which includes a drug test, and submits satisfactory evidence to the successor Company of this fact, the employee will be offered

employment, with no loss of seniority, and be subject to random drug testing for twelve consecutive months following the date of commenced employment.

If an employee fails a criminal background check, a review of the employee's reason for failure will be discussed between the national parties.

2. If one Company that is signatory to a national Collective Bargaining Agreement with the Union that covers all UAW-GM sites described in Attachment D replaces another Company that is signatory to a national Collective Bargaining Agreement with the Union that covers all UAW-GM sites described in Attachment D, bargaining unit employees shall be automatically transferred and maintain all terms and conditions of employment with the new Company and will become part of the bargaining unit covered by the successor Company's agreement.

3. Employees on any collectively bargained, federally provided, or state provided leave of absence, including but not limited to short and long term disability, FMLA, Workers' Compensation, Military Leaves, any other leaves allowed in the collective bargaining agreement will remain the responsibility of the Predecessor Company, including all benefits and payments related to the leave in accordance with the collective bargaining agreement and the terms of the benefit plan design, until the leave is exhausted and the employee returns to active employment. The employee will continue to accrue seniority while on leave. The Successor Company will recognize that seniority.

**THIRD PARTY EMPLOYERS**

All companies performing work for MPS Group, Inc related to wages, hours or conditions of employment of bargaining unit employees (including employment agency services, payroll, etc.) will become

a signatory to this Agreement. MPS Group, Inc. may use different companies during the term of this Agreement to perform work covered by this Agreement, but bargaining unit employees will not be adversely impacted by such changes MPS Group, Inc. will be responsible and accountable for the labor relations including processing grievances under the Agreement.

Each undersigned company hereby agrees to be bound by this Agreement.

By: \_\_\_\_\_ Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
GM Plant Location: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_ Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
GM Plant Location: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
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Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
GM Plant Location: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Date: \_\_\_\_\_

**DIVISION 2 – SKILLED TRADES AND MAINTENANCE ACTIVITIES**

**CLASSIFICATION STRUCTURE**

- Stationary Engineer
- Electrical - Electrical Leader
- Mechanical - Mechanical Leader
- Maintenance Helper

**CLASSIFICATION RATES**

Effective October 25, 2020					
	Start	1 yr.	2 yrs.	3 yrs.	4 yrs.
Stationary Engineer	\$27.81	\$28.33	\$28.84	\$29.36	\$30.39
Electrical	\$26.78	\$27.30	\$27.81	\$28.33	\$29.36
Electrical Leader	\$27.78	\$28.30	\$28.81	\$29.33	\$30.36
Mechanical	\$25.75	\$26.27	\$26.78	\$27.30	\$28.33
Mechanical Leader	\$26.75	\$27.27	\$27.78	\$28.30	\$29.33
Maintenance Helper	\$16.48	\$16.97	\$17.47	\$17.99	\$18.53
Effective October 25, 2022					
	Start	1 yr.	2 yrs.	3 yrs.	4 yrs.
Stationary Engineer	\$28.64	\$29.17	\$29.71	\$30.24	\$31.30
Electrical	\$27.58	\$28.11	\$28.64	\$29.17	\$30.24
Electrical Leader	\$28.58	\$29.11	\$29.64	\$30.17	\$31.24
Mechanical	\$26.52	\$27.05	\$27.58	\$28.11	\$29.17
Mechanical Leader	\$27.52	\$28.05	\$28.58	\$29.11	\$30.17
Maintenance Helper	\$16.97	\$17.48	\$18.00	\$18.54	\$19.10

Classification Structure – Wage Progression Grow in Structure for new hires and employees current in 4 year grow in.

**LUMP SUM PAYMENTS (DIVISION 2)**

Effective as soon as possible following October 1, 2020 a one-time lump sum payment, less normal deductions, based on three percent (3%) of the employee's base rate multiplied by their paid hours in the period from (October 1, 2019 – September 30, 2020). Employees must be currently working or on approved time off (i.e. vacation, leaves etc.) as of ratification and must have completed their probationary period.

Effective the payroll following fourteen (14) months from October 1, 2020 one-time lump sum payment, less normal deductions, based on three percent (3%) of the employee's base rate multiplied by their paid hours in the twelve (12) month period prior to the payment date. Employees must be currently working or on approved time off (i.e. vacation, leaves etc.) as of fourteen (14) months from ratification and must have completed their probationary period.

**STAFFING**

Upon ratification it is agreed that the Company will employ credentialled journey people within the UAW Skilled Trades Department.

Any work function not covered under this agreement will be subject to discussion and resolution between the National Parties.

**RATIO**

Each UAW-GM facility will employ one leader from each discipline, determined at the facility and dependent upon work content/quantity journey people from each discipline and skilled support at a maximum 2:1 ratio. Currently employed trades will be retained at the locations that are engaged in Division 2 work.

## WORK CONTENT

It is understood that the work content at each facility will be that activity/work that is not contained within the historical work package at that location (i.e. Document 159 in the UAW- General Motors National Agreement).

## ESTABLISHMENT APPRENTICESHIP / EIT PROGRAM

During these negotiations, the parties held lengthy discussions regarding our current and future skilled trades workforce. As such the National Parties have agreed that in the event sufficient skilled trades workforce cannot be attained from external hires, the parties may open discussions to develop a apprenticeship/EIT program in accordance with the Department of Labor standards.

If the parties mutually agree a (Joint Apprentices and Training Committee) shall be established and shall consist of two (2) representatives of the Company and two (2) International UAW members of the United Automobile Aerospace and Agriculture Implement Workers of America (UAW).

If established, the Committee will discuss a skills assessment test, and make recommendations on guidelines for qualifications and hiring within the helper classification. Examples of such guidelines might include a high school diploma or equivalent and passing a skills assessment test. However, hiring of applicants for all positions and determination of qualifications are ultimately the Company's decision.

The parties agree that Helpers, with the requisite qualifications, would be the pool of talent for the apprenticeship/EIT training program. Any person currently in the Helper classification who does not meet the qualifications developed by the committee will remain a Helper.

During the 2018 contractual negotiations the parties have agreed that monies earmarked for use towards possible apprentice or E.I.T. training for a minority of our members would be better served in wages and benefits.

If the parties mutually agree to implement these programs, the JATC will work to identify the need to put on apprentices or E.I.T.'s and the Company will fund programs in full.

It is agreed the Joint Training Fund is dissolved in full.

## HEALTH AND SAFETY

The Company will establish a health and safety training program consistent with the current health and safety program at that facility.

## MISCELLANEOUS ITEMS

**Licensing/code updates** – Will be provided and reimbursed by the Company, if required.

**Tool Replacement** – Skilled trade's employees will continue to purchase their own personal tools and replace lost or stolen tools. Management will replace tools that are broken, damaged, or worn out doing work for the Company. Management will provide specialty tools as required to perform their assignment.

**Inclement Weather Div. 1 & 2** – Outside gear will be provided by the Company where the majority of the employee's work is performed outdoors.

## DISCIPLINE/DISCHARGE PROGRAM

### **Section 1**

Employees directed by the Company to attend a formal disciplinary meeting will be informed of their right to have a Union committee person present. An employee being discharged or disciplined shall be given the



opportunity to meet with his/her shift committee person or the plant chairperson in a private area, designated by the Company for a reasonable period of time prior to the commencement of the discharge or discipline. The Company and the Union recognize that situations may occur which justify the immediate suspension of the employee pending further investigation and that this section shall not apply to those situations.

#### Section 2

When the employee or committee person is not available for meeting under section 1, the Company will advise the plant chairperson or committee person of the suspension as soon as possible.

#### Section 3

The Company agrees that written warnings (including disciplinary suspensions) will not be considered in future warnings or disciplines provided that the employee has received no further disciplinary action of any kind for a period of eighteen (18) months from the date of the discipline.

#### Section 4

The Company agrees that it will render any disciplinary actions in a timely fashion. The Company agrees for disciplinary infractions it will endeavor to render the discipline within five (5) working days of its knowledge of the infraction.

#### Section 5

For minor discipline situations that are appropriate for progressive discipline, the progressive steps shall be:

- 1) First Written Warning
- 2) Three (3) Day DLO
- 3) Two (2) Week DLO
- 4) Thirty (30) Day DLO
- 5) Discharge

The above steps may not be followed in instances where the employee's behavior or actions warrant a shorter process.

#### Section 6

In cases of severe misconduct, employees may be discharged without prior notice. Examples of severe misconduct are listed in the shop rules section starting on page fifty (50)

### SHOP RULES

There are two (2) categories of severity; #1 Major (up to and including discharge) and #2 Minor (subject to the steps of the discipline procedure).

1. #2 Leaving the plant during working hours without permission or failure to return to work after lunch period without permission.
2. #1 Assaulting, fighting, threatening, intimidating, coercing or interfering with employees or supervision.
3. #1 Possession of or use of drugs, or any alcoholic beverage on Company property or while on job assignment. Reporting to work under the influence of drugs or alcohol or in an unsafe condition.
4. #1 Gross disregard for safety rules.
5. #1 Failure or refusal to follow the instructions of supervisor
6. #2 Using another's badge or pass or permitting another to use your badge or pass to enter the Property.
7. #1 Immoral conduct or indecency.
8. #1 Possession of weapons on Company property at any time.
9. #1 Misuse or removal from premises without proper authorization of employee lists, blue prints, Company records, or confidential

information of any nature. Taking unauthorized photographs/ videos on Company property at any time (social media policy).

10. #1 Theft or misappropriation of property of employees, or of the Company, or in the Company's custody.
11. #1 Sabotage or deliberate destruction of any property belonging to the Company, its employees, or in the Company's custody.
12. #1 Use, possession, distribution, sale or offering for sale, of narcotics or dangerous drugs including marijuana or any hallucinogenic agents, on Company property, at any time. Reporting to work under the influence of narcotics or dangerous drugs.
13. #1 Providing a false excuse or documentation relating to paid or unpaid time off or leave of absence.
14. #1 Three (3) days of no-call/no-show.
15. #2 Distracting the attention of others, or causing confusion by unnecessary shouting, blowing horns or demonstration of any kind on Company premises.
16. #2 Making scrap unnecessarily; faulty or careless workmanship.
17. #1 Smoking in restricted areas.
18. #1 Failure to record your own time, recording a card other than your own, or permitting your card to be recorded by another.
19. #2 Stopping work or making preparation to leave work (such as washing up or changing clothes) before lunch period or authorized quitting time.
20. #2 Wasting time or loitering in toilets or on any Company property during working hours.

21. #2 Unauthorized distribution of literature, written or printed matter of any description in working areas on Company premises during working hours. Unauthorized posting or removal of notices, signs, or writing in any form on Company bulletin boards or Company property at any time without the specific authority of Management.
22. #2 Gambling, lottery or any other game of chance (or the possession of gambling paraphernalia) on Company premises at any time.
23. #2 Littering, or contributing to poor housekeeping, unsanitary, or unsafe conditions on plant premises.
24. #1 Unauthorized operation or use of machines, tools, or equipment.
25. #2 Horseplay, scuffling, running or throwing things.
26. #1 The making or publishing of malicious statements concerning any employee, the Company, or its products.
27. #1 Abusive language to any employee or supervisor.
28. #2 Disregard for common safety practice.
29. #2 Careless use, misuse or abuse of any tools, equipment, materials, products or other property, owned by other employees or by the Company, or in the Company's custody.
30. #2 Failure to wear required uniform or dressing inappropriately at work.
31. #1 Sleeping during working hours.
32. #2 Leaving your work area without permission during working hours.

**NOTE:** This list of rules is not intended to be all-inclusive. The intent of discipline is to correct the behavior and the penalty issued will be in-line with the nature of the violation.