

Local Agreement



And

UAW Local 2209 Fort Wayne

Maintenance Techs

at 13004 Fogwell Parkway, Roanoke, IN



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AGREEMENT

This Agreement is entered into between Avancez-Fort Wayne ("Avancez") and International Union, United Automobile Aerospace and Agricultural Implement Workers of America and its Local 2209 ("Union"). When reference is made to masculine gender in this contract, it refers to male or female, whichever is applicable.

ARTICLE 1 - RECOGNITION

Section 1 BARGAINING UNIT

Avancez and the Union agree that this contract is a local Agreement, which will cover and apply to the operations of Avancez. The bargaining unit includes Maintenance Technicians working at the Tire and Wheel plant located at 13004 Fogwell Parkway, Roanoke, IN 46783 and excludes all other Team Members. *

*At Avancez all employees are referred to as Team Members. It is important to note that any reference to Team Members in this contract are defined only as those Team Members that have been identified in the Bargaining Unit.

Section 2 REPRESENTATION

All Team Members covered by this Agreement, on or after the thirty first (31st) calendar day following their date of hire, will have the option to become members of the Union. Team Members may complete the Union Dues Authorization form during the Avancez new hire process. On or after the ninety first (91st) calendar day, Team Members will enjoy full benefits of this agreement.

Section 3 SCOPE

Avancez recognizes the Union as the exclusive representative of the Team Members covered under this agreement at its 13004 Fogwell Parkway, Roanoke, IN manufacturing plant for the purpose of collective bargaining.

Section 4 UNION SECURITY

The parties recognize that the Indiana legislature has passed a law with an effective date of July 1, 2012, which makes it unlawful for them to enter into an agreement requiring membership in the UAW as a condition of employment. Accordingly, as long as that law remains in effect, this Agreement does not require employees to become or remain members in the UAW as a condition of employment. If the Indiana law prohibiting union security is repealed or rendered unenforceable by voters or a court decision, all areas of this agreement that apply to Union membership will be considered a condition of employment.

ARTICLE 2 - COMMITMENTS AND RESPONSIBILITIES

Section 1 AVANCEZ OBJECTIVES

Avancez's primary objective is to grow and prosper. Since Team Members are the catalyst for this progress, Avancez recognizes its obligation to maintain Team Members' employment. Avancez recognizes the Union's organizing and collective bargaining as an essential and constructive force at the Fort Wayne facility.

Section 2 UNION OBJECTIVES

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

Section 3 COMMON GOALS

To achieve the common goal of maintaining and improving the quality of life for Team Members and their families through Avancez growth, the Parties are committed to

1. Maintaining a prosperous business operation necessary to maintain fair wages and benefits that will assure a satisfactory standard of living and to provide secure jobs with the opportunity for advancement;
2. Providing workers a voice in their own destiny in decisions that affect their lives before such decisions are made;
3. Ensure the plant is operated under methods that promote, to the fullest extent possible, economy of operation, quality and quantity of output, cleanliness of the plant, and protection of property;
4. Working together as a team;
5. Providing world's highest quality service at lowest possible cost to the customer;
6. Promoting full communication over established policies and procedures;
7. Cooperating, acting within established standards of conduct, and promoting fair and equitable treatment;
8. Maintaining a safe work place and using new and innovative programs that could become a model for use throughout the entire industry;
9. Resolving Team Member concerns through procedures using problem solving and non-adversarial techniques based on consensus instead of confrontation;
10. Recognizing the full worth and dignity of all Team Members, both bargaining unit and non-bargaining unit, and treating each other with respect;
11. Constantly seeking improvement in quality, efficiency, and work environment through continuous improvement and through the elimination of waste;

12. Working jointly in the Continuous Improvement process;
13. Recognizing and respecting each other's rights and performing all responsibilities with sincerity;

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

ARTICLE 3 - SOLE AGREEMENT

Section 1

This agreement shall constitute the only agreement between the parties; Avancez and UAW Local 2209 and shall not be modified except in writing and with mutual agreement between all parties. As unexpected issues arise during the life of this negotiated agreement, Management and Union representatives will meet, discuss, and come to a satisfactory resolution to the concern to which both parties can abide.

ARTICLE 4 - JOINT COMMITMENTS

Section 1

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

Section 2 NEW WORK

The Union and Avancez agree that any new work being added at Avancez Fort Wayne, currently at Fogwell Parkway, will be subject to additional negotiations for work classifications and wages.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1

Avancez reserves and retains the sole and exclusive right to direct, manage, and control its business and its workforce.

Avancez reserves the right to manage the company business, hire, promote, demote for just cause, discharge for just cause, lay-off, or discipline for just cause, to establish quality and

operating standards, introduce or to make technical changes to procedures, methods, processes, facilities, fixtures and equipment.

Avancez reserves the right to contract and subcontract, whether in-house or off premises, outside of the bargaining unit provided we do not displace any bargaining unit Team Members and we do not have the skills within the bargaining unit to perform the work or the work cannot be completed in a timely manner (only with prior discussion with the Union) and contractors are properly licensed and can legally do the work safely.

Avancez reserves the right to maintain efficiency of Team Members and establish schedules.

Avancez shall have the right to formulate, amend, add, revoke, and enforce 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 reviewed with the Union to explain changes before change becomes effective.

Avancez may determine what is necessary for efficient and profitable operations of its business. Avancez reserves the right to take action necessary to comply with state and federal statutes that require reasonable accommodations for disabilities. Avancez's failure to exercise any right, prerogative, or function hereby reserved to it shall not be considered a waiver of Avancez's right to exercise such rights, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2

In managing the operations, Avancez will meet with the Union to discuss major organizational changes that will impact the bargaining unit. Prior to initiating said changes Avancez will meet with the Chairman and/or the local Union President to review the changes and explain the reason for the change to explore possible alternatives.

ARTICLE 6 DISTRIBUTION OF AGREEMENT

Section 1

Avancez and the Union agree to make available copies of the 2020 local Agreement. Avancez will make available the new Agreement through the company kiosk. Team Members may print a copy as needed. Avancez agrees to print up to 15 copies of the CBA.

Section 2

Avancez shall provide the Union with an electronic copy of the Agreement as soon as the final copy is available to print.

ARTICLE 7 UNION REPRESENTATION

Section 1

Avancez recognizes the International Union, UAW, Local 2209, and any representatives that the International Union may assign to assist in the handling of matters affecting the relations of the parties.

Section 2

When Team Members are hired, terminated, or away from work for a Leave of Absence (LOA) (including FMLA) that exceeds seven (7) calendar days, the Union will be notified. Hired Team Member's name, home address, social security number, and seniority date will be provided to the Union.

Section 3

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

Section 4 TIME ALLOWED PERFORMING UNION REPRESENTATION

The following language will only be applicable to operation(s) commenced under this agreement when such operation(s) warrants the addition of committee person(s).

Section 5 UNION REPRESENTATIVE WORKSPACE

Avancez will provide a standalone workspace for Union business. Avancez and the Union will mutually agree upon a suitable location for a UAW work center. This office will contain a computer with intranet access, desk, filing cabinet, chairs, and telephone. UAW agrees to follow Avancez's 5S policy in regard to this work center.

Section 6 UNION ACTIVITY TIME

It is agreed that as Avancez's business develops, the ratio of Union Committee to Team Members will be reviewed and adjusted accordingly to maintain adequate representation for the Team Members. There shall be one Chairperson and one Alternate. If the number of employees grows to 15 or more, the parties agree to discuss additional allocations. The Chairperson will reside on first shift. The Chairperson will be involved in the day to day grievances and problem solving and will allow the Alternates to resolve day to day issues as well. The Union 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 from Management. All Union activities administering this agreement must minimize interference with operations. At any given time, the Union agrees not to have more than one member pulled out of work for Union business without a mutual agreement with Avancez.

Section 7 UNION REPRESENTATION

The Chairperson or Alternate will be allowed reasonable time to conduct normal Union business as required. The Chairperson or Alternate will keep the Shift Manager and/or Plant Manager informed of issues that need attention. Avancez will pay the Committee persons for all hours worked in handling the disputes and grievances and attending all meetings with Avancez, at the Committee person's appropriate rate of pay. The Chairperson and/or President shall furnish the Company with the names of the Alternates and the shift they may be required to represent.

Section 8 BARGAINING COMMITTEE

Bargaining committee persons and alternates shall head the seniority list on their shift during the term of their office for recall and layoff purposes. The Chairperson will head the seniority list for the site. Bargaining committee members who cease to function in that role will return to their last classification and shift by seniority.

Bargaining Committee will include the shop Chairperson, and the Local Union President. Avancez agrees to pay the Chairperson at their regular rate of pay for all lost time from their regularly scheduled hours, preparing for contract negotiations, and or time spent meeting with the company during contract negotiations.

Section 9 MEETINGS

The parties agree to schedule meetings on working time as necessary at a time which is agreed to by all parties. The purpose of these meetings shall be for the parties to discuss any concerns, including those related to this Agreement.

Section 10 IN PLANT VOTING

Avancez will allow "in-plant" voting provided elections are held at break time and before and directly after any shift. It is understood that Team Members will be at assigned workstations at assigned start-of-shift and following lunch and breaks and will not leave their workstations to vote until the shift has ended. All Team Member voting and elections will be overseen by the duly elected UAW 2209 Election Committee.

ARTICLE 8 – INTRODUCTORY PERIOD

Section 1

For every new Team Member hired to work at Avancez, there is a 90-calendar-day Introductory Period. Every new Team Member will be considered introductory Team Members and will be subject to the performance review process to help them become successful Avancez Team Members. If a Team Member is unable to meet the expectations of Avancez, after receiving proper training and feedback allowing them an opportunity to improve their performance, Avancez will terminate the Team Member's employment. Team Leaders and or designee will be responsible for training new Team Members.

Section 2 ORIENTATION OF NEW MEMBERS

All Avancez Team Members are required to participate in an Avancez Orientation Program. The purpose of this orientation is to fully acquaint Team Member's with all aspects of Avancez, including its corporate philosophies and mission, policies and procedures, products, production processes, plant facilities and equipment, structure, safety, beliefs, cost structure, and information about its customers and their expectations. Avancez will provide UAW 2209 Leadership the opportunity to present a UAW training module to all new members during the Orientation program. In addition to this training, the UAW 2209 Chairperson, President, or designee from the UAW Leadership will be present to explain and rollout the local Agreement with the Avancez Leadership Team.

Section 3 SENIORITY

At the end of the 90-calendar-day introductory period your seniority date will be your original hire date. When seniority dates are the same, the highest last four digits of each Team Members social security number will be the determining factor in the event of a tie use proceeding digits until the tie is broken. If issues arise, the Union Chairperson and Human Resource Manager will resolve and notify affected Team Members. Seniority will be recognized for all purposes to include scheduling of overtime, shift preference, and PTO usage. Seniority for these purposes refers to the length of time a Team Member has been employed as a Maintenance Tech at Avancez.

Section 4 LAYOFF AND RECALL FOR INTRODUCTORY MEMBERS

Team Members shall be regarded as introductory Team Members for the first 90 calendars days. After 90 calendar days the names of such Team Members shall then be placed on the proper seniority list as of the most recent date of hire. However, the company agrees that if an introductory Team Member is laid off and rehired within a period of time not in excess of the time he/she had previously spent as an introductory Team Member, they will be credited with the time previously worked toward the completion of their introductory period. If a Team Member is laid off in excess of their time and then recalled to work, they will restart their introductory period. Upon the completion of his/her introductory period, their seniority date will then be established as of 90 calendar days prior to the date they completed the introductory

period. There shall be no responsibility for the re-employment of Introductory Team Members if they are laid off during this period.

Section 5 – NEW TEAM MEMBER REPRESENTATION

Any claim by an introductory Team Member made after 30 days of employment for a discharge without cause may be taken up through the grievance process.

ARTICLE 9 - CROSS TRAINING

Section 1 JOB ROTATION

Team Members may be expected to rotate to different jobs to maintain a safe work environment. The company will accommodate all work-related restrictions. Team Members with documented work restrictions will not have the restrictions violated. Team Members will rotate except when a restriction would be violated. It is the wishes of Avancez and the Union that Team Members will be allowed to recover from any workplace injury. At the end of 30 days, if the restrictions are not lifted, a review will take place. If Team Member is still on restricted duty, an additional review will take place after 30 days. Avancez will review each individual case and determine the plan to keep each restricted Team Member employed and working. Avancez has the right to have an IMO/IME (Independent Medical Organization or Independent Medical Exam) confirm any restrictions, the cost of an IMO/IME will be paid by Avancez. Any ergonomic or health safety concerns are to be addressed by Avancez.

ARTICLE 10 – SAFETY

Avancez and the Union are committed to providing a safe, sanitary, and pleasant environment in which to work, but the ultimate responsibility for safety lies with each Team Member. Team Members are required to observe established safety rules and regulations. Should a Team Member feel an unsafe condition exists, the Team Member must call the matter to the attention of their Manager for resolution. If the matter is still not resolved, the Team Member may bring the issue to the Safety Team meeting. Ultimately, the incident will be communicated to the Plant Manager who is responsible to rectify the situation.

Section 1 EQUIPMENT

It shall be the responsibility of Avancez to supply equipment that meets all safety standards set down by state and federal government. Mobile equipment maintenance records for equipment used at Fort Wayne will be stored on site by Avancez. These records will be made available to the Union, for review, upon request.

Avancez will also give a \$250 a year tool allowance to all team members. Expense reports must be filled out and turned in for reimbursement. Yearly Tool Allowance must be turned in to a

manager by December 1 each year. Anything turned in after December 1 will be considered Tool Allowance for the following year.

Section 2 SAFETY TRAINING AND EDUCATION

Avancez agrees to provide Health & Safety Training at least once each year to designated members. The training and designated members to attend will be agreed on by the local Union and Avancez. Avancez agrees to allow one Safety Team Member (one per year over the life of the agreement) and will pay for the Team Member's tuition costs, not to exceed \$650 per Team Member per week of class to attend Union sponsored safety classes at the UAW Black Lake training facility. The Union agrees to pay the lost time up to 40 hours. The UAW will pay the per-diem and standard IRS approved mileage from local 2209 Fort Wayne to Black Lake (Onaway, MI) and return. Additionally, any training that is made available through Avancez or other entities will be explored by both parties.

Section 3 PERSONAL PROTECTIVE EQUIPMENT

Team Members must wear PPE in designated areas while in the plant. All PPE required to be worn will be provided by Avancez to all Team Members. Prescription Safety Eye Wear program is available to Team Members. Avancez will provide replacements for damaged and broken PPE. PPE that is lost is the responsibility of the Team Member. Avancez will pay for 50% of the cost of uniforms as long as all members agree to wear the uniforms at all times when working.

Section 4 MACHINE SAFETY

Only trained Team Members who use lock out and tag out must do so before cleaning and/or changing over the machine. Keep all air hoses and electrical cords off floors and clean oil spills. All machinery must be operated with guards or safety devices properly in place and in working order. Do not fault out emergency stop devices.

Section 5 ERGONOMICS

The parties agree that the use of Ergonomic tools and the study of Ergonomics to reduce specific job repetition are important to a safe work environment. Ergonomic Job Review: A Team Member with a concern to their specific job can request a review of the job. To that end Avancez and the Union will work together in an effort to identify and resource the proper Ergonomic tools to help all Avancez Team Members that request their job be reviewed.

Section 8 DRUG-FREE WORK ENVIRONMENT

Avancez and the Union recognize the serious problem of drug and alcohol abuse in our society, while also realizing that drug and alcohol dependency and abuse can be treated and controlled. Avancez offers EAP programs concerned with awareness, intervention, and rehabilitation.

Contact HRM, your elected Union Representative or [Call 855-327-4463](tel:855-327-4463) for Avancez EAP program or see Article 35 of this agreement for more information.

ARTICLE 11 – ACCIDENTS OR INJURIES

Section 1 WORKERS COMPENSATION INSURANCE

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

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

Section 2 REPORTING

It is the Team Member's responsibility to report immediately any work-related injury, illness, or near miss incident to their Shift Manager or Team Leader. No matter how minor the injury, illness, or incident may seem, completely fill out a first report of injury form. First-aid supplies are available in-house for the treatment of minor cuts and bruises. Team Member will be sent or taken to a doctor's office, clinic, or hospital if immediate medical attention is needed.

An accident where no property damage or injury occurred it will not automatically warrant a drug test. Furthermore, it will not automatically warrant discipline. In an instance where corrective discipline may take place, Avancez leadership will investigate to determine if the Team Member acted in an unsafe manner. It is understood that the Union reserves the right to use the grievance procedure as outlined in the CBA.

Team Members will be tested for drugs and alcohol if they are in an accident, injured, or if they are responsible for another Team Member's injury or incident while they are on the job.

Section 3 INJURED TEAM MEMBERS RESPONSIBILITY

1. Report all injuries no matter how minor;
2. Receive appropriate emergency medical treatment;
3. Fill out accident report with as much information as possible, to help eliminate potential future injury to others;
4. Follow all doctor restrictions, prescribed actions, and attend all requested follow-up appointments (every attempt will be made to schedule appointments or treatments before or after the Team Members shift) and physical therapy sessions to help expedite the healing process;
5. Work with the Human Resource Manager to accommodate work and personal schedule if unable to schedule appointment outside shift time;
6. Learn if or how the injury could be prevented.

If Team Members have questions about workers' compensation issues, they should contact the Human Resource Manager at Fort Wayne.

Section 4 WORK RELATED INJURY OR OCCUPATIONAL ILLNESS POLICY

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

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

Section 5 LIGHT DUTY PROGRAM

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

ARTICLE 12 - CORRECTIVE DISCIPLINE

Section 1 DISCIPLINE

Avancez may impose corrective discipline with just cause. All disciplinary action will be administered within five working days of the date Avancez was notified of the incident. Days when the Team Member is absent from work will not count for working days under this agreement.

Section 2 TEAM MEMBER INTERVIEW AND DOCUMENTATION

Prior to discipline, a Team Member interview will take place. This process will be used as a record of interview solely for the purpose of allowing Team Members to answer the charges regarding possible discipline. Team Member(s) shall have the right to Union representation in any interview or hearing that could lead to disciplinary action. A form will be provided, if Team Member(s) refuses Union representation, and the form must be signed by the Team Member(s) in the Union's presence and provided to the Union immediately. In the event, discipline is warranted the Team Member will receive a copy. The Team Member and the Union must sign all written reprimands and warnings. Signing the written reprimand and warning does not admit guilt but only acknowledges receipt of the written discipline. This action does not prohibit the Team Member and/or Team Members from grieving through the grievance procedure.

Section 3 WORK RULES

Avancez shall have the right to establish, maintain, and enforce reasonable work rules and regulations subject to the grievance procedure. If the parties cannot reach agreement on an issue and new or amended basic rules of conduct are created, new or amended rules and regulations will be subject to the grievance procedure.

Section 4 NOTIFICATION

The Union will be notified in writing of all discipline involving time off, within 24 hours of the discipline or suspension. Team Members shall be afforded the opportunity to fully discuss the matter with a Union representative prior to being disciplined.

Section 5 STEPS OF DISCIPLINE

There are three categories of corrective discipline as outlined in the Basic Rules of Conduct. All discipline cases will be followed in the following manner:

Category I: Up to immediate discharge.

Category II: Subject to a two-step process.

1st offense: Three Day Suspension

2nd offense: Discharge

Category III: Subject to a five step process.

1st offense: Verbal Warning

2nd offense: Written Warning

3rd offense: Three Day Suspension

4th offense: Ten Day Suspension

5th offense: Discharge

Section 6 TIMING

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

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

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 1 DEFINITION

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

The Union and Management agree to resolve at the lowest step possible.

Section 2 GRIEVANCE PROCEDURE

A grievance shall be filed within five workdays of the event giving rise to the grievance. Any party that holds a grievance over the time limit loses the grievance unless both Avancez and the Union agree to extend the timeframe to address the grievance in writing.

Section 3 COMMITTEE CALL

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

Section 4 WRITTEN GRIEVANCE

Step 1. The written grievance is given to the Shift Manager by the Committee Person, at which time the two parties will discuss and try to resolve the grievance. The Shift Manager has three workdays to respond to the grievance. The Union has three workdays to respond to the Company's answer. If the grievance is not resolved the grievance is taken to Step 2.

Step 2. The written grievance is given to the Human Resource Manager or designee to meet and discuss with the Committee Person and/or Plant Chairperson at which time the two parties will try to resolve the grievance. The Human Resource Manager or designee has three workdays to respond to the grievance. The Union has three workdays to respond to the Company's answer. If grievance is not resolved the grievance is taken to Step 3.

Step 3. The written grievance is given to the Plant Manager or designee to meet and discuss with the Plant Chairperson and or local Union President to try and resolve the grievance. The Plant Manager or designee has three workdays to respond to the grievance. The Union has three workdays to respond to the Company's answer. If the grievance is not resolved the grievance is taken to Step 4.

Step 4. The written grievance will be communicated to the Corporate Operations Leader or designee and the International Representative or designee by the Local Union President and the Plant Manager. The Corporate Operations Leader and the International UAW Representative will discuss and try to resolve the grievance. The Corporate Operations Leader or designee and the International Representative or designees have 14 workdays to respond to the grievance. If the grievance is not resolved the grievance is taken to Step 5.

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

Step 6. ARBITRATION If the grievance is not resolved in Step 5, then as a last resort, the Union and/or Avancez’s corporate designee shall have the ability to refer the matter to an independent arbitrator who will be selected by the parties through American Arbitrators Association or FMCS. At the onset, there shall be an odd number of selected Arbitrators given to both parties. Each party will be able to strike one arbitrator until one is remaining. The fees for AAA or FMCS services are shared 50/50 by Avancez and the local Union. The losing party shall pay for the costs of the arbitrator. The arbitrator may attempt to mediate any dispute by mutual agreement of the parties. The arbitrator has no power or authority to modify, change, add to, or subtract from the terms and conditions of this Agreement. The decision of the arbitrator or the resolution of a grievance at any stage in the grievance process is final and binding upon both parties.

Section 6 COST OF PRINTING GRIEVANCE FORMS

Avancez will be responsible for the cost of printing the grievance pads or forms. They will be, four carbon pages (i.e.; write on the top form transfer through the other three pages). Paid to the local Union printer designated by the local Union (UAW 2209). Grievance forms formatting will be designed and agreed to by both parties prior to printing.

ARTICLE 14 – COMPENSATION

Section 1 WAGES AND COMPENSATION

All wages and compensation in this agreement will be effective the first Monday upon ratification.

	4/6/2020	4/6/2021	4/6/2022
Base	\$ 22.90	\$ 23.36	\$ 23.83

Level 1 or 1 st anniversary	\$ 24.45	\$ 24.94	\$ 25.44
Level 2 or 3 rd anniversary	\$ 26.68	\$ 27.21	\$ 27.76
Level 3 or 6 th anniversary	\$ 27.70	\$ 28.25	\$ 28.82
Level 4	\$ 28.74	\$ 29.31	\$ 29.90

Training Program—Hired from Production

Starting Pay	After 1 Year	After 18 Months	After 2 Years
17.25	17.75	18.25	MT Base Pay

Level 1 will be effective upon a Maintenance Team Member’s 1st anniversary, Level 2 upon the 3rd anniversary and Level 3 upon the 6th anniversary. Level 4 may be achieved by test only as special skills are required to be demonstrated to reach this level.

A Maintenance Team Member may opt to test into a higher level before reaching the appropriate anniversary date.

Job Level Evaluations

Levels will be determined by a joint testing process between the Union and the Company. Any disagreement about the testing process will be evaluated and resolved by the national parties. Initial evaluation will occur within two weeks of ratification of this agreement.

If someone tests into a Level that is higher than their current wage, they move to the Level’s wage. They may request to reassessment again every six months until they reach the highest Level. If someone request assessment and is determined to be in a Level that is lower than their current wage, they will keep their current wage Level and must wait one year to test again.

Section 2 PREMIUM PAY

An additional shift premium of \$0.50 per hour is paid from 6pm to 6am. Any person working on unscheduled day when called in by Avancez Management will receive an addition \$0.50 per hour for all hours worked.

Section 3 WORKING HOURS

Avancez currently has an alternative work schedule for Maintenance Techs which includes 12-hour shifts working a rotation of 36 hours one week and followed by 48 hours the following week. This schedule will be recognized as the normal work week.

Avancez has the right to change the schedule to fit production with a two-week notice to affected Team Members.

The break schedule includes:

- a total of 30 minutes of paid rest breaks if working an eight-hour shift OR
- a total of 40 minutes of paid rest breaks if working a twelve-hour shift AND
- one unpaid 30-minute lunch break per shift.

All Team Members should take a break, as scheduled, and allowed by the current work demands, unless it will impact Avancez's customer's production.

ARTICLE 15 - SAVINGS PLAN 401K

Section 1 401(K) SAVINGS PLAN

Avancez will maintain a 401(k) savings plan for all eligible Team Members. Avancez matches \$1.00 for \$1.00 on the first 3% of Team Member contribution, and \$0.50 on the \$1.00 for the next 2% of the Team Member's contribution. Team Members may defer any percentage up to 70% maximum annual dollar amount allowable by federal law plus any applicable catch-up contributions.

Section 2 – ELIGIBILITY

A Team Member becomes eligible to enroll in Avancez's 401(k) plan at the date of hire. Eligibility will permit salary deferrals to be made by team members on the 90th day of employment.

Section 3 – VESTING

All participating Team Members have 100% immediate vesting.

ARTICLE 16 – MEDICAL/DENTAL

Section 1 ELIGIBILITY

An introductory team member is eligible for the benefits covered in this article effective the first day of the month following the team member's 60 days of continuous accumulated full-time employment.

Section 2 CONTINUATION OF BENEFITS

Benefits will remain in effect until the end of the month in which the team member is laid off, on leave of absence, terminated, or on union leave. (Avancez will comply with the FMLA local, state, or federal regulations).

Section 3 – MEDICAL INSURANCE WEEKLY PREMIUMS

Avancez offers HealthSmart as medical insurance coverage.

- All Team Members electing healthcare insurance will be enrolled in Avancez's HealthSmart medical plan on January 1, following normal open enrollment.
- The plan has a weekly Team Member premium, deductible, and co-pay to a maximum out of pocket expense.
- The weekly contributions will be based on the previous year experience, plus the projection of any medical costs (increase or decrease) based on an 80/20 shared plan. Current benefit cost information is available from Human Resources.

Section 4 CHANGES TO MEDICAL BENEFITS

Avancez and the Union also agree that each year, between August 1 and September 15, of the collective agreement, the parties will meet to review the total healthcare costs, prior to renewal, for the purposes of maintaining the lowest possible overall healthcare cost structure for both employee and company. If the parties, upon review, determine the healthcare cost structure is subject to additional costs in order to maintain current healthcare benefits, the parties will undertake best efforts (plan design, cost share, wellness, provider, etc.) to minimize increased healthcare costs. Any initiatives/plan design changes which result in a modification in the current healthcare cost structure for employees will be utilized to reduce current employee premiums, if applicable.

If according to BLS data (Series ID: CWSROOOOSAM, US City Average, Medical Care) for the previous year, July through June, the average percentage increase in cost is 2% or less, or greater than 8%, the aforementioned discussions will take place.

The Company and the Union will also work together as a team to ensure to identify productivity improvements are made in order to offset increased healthcare costs.

Section 5 DENTAL PLAN

Avancez offers a Dental Plan. Avancez may change administrators or the plan, during the life of this agreement. The Company will notify the Union of such changes.

Section 6 VISION COVERAGE

The Company will offer vision coverage. The vision plan allows for an eye exam and lenses each year. The level of coverage is dependent on the rules of the plan. Avancez may change vendors/plans for this coverage during the life of this agreement.

Section 7 PRESCRIPTION DRUG PLAN

Avancez will offer a prescription drug plan as well as a mail order prescription drug plan. Avancez may change vendors/plans for this coverage during the life of this agreement.

Section 8 LIFE INSURANCE

Avancez will provide a \$30,000 life insurance policy for each eligible team member. Avancez will offer the opportunity for Team Members to purchase supplemental Team Member and dependent life insurance.

Section 9 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Avancez will provide \$30,000 accidental death and dismemberment insurance to each eligible Team Member. The company will offer the opportunity to purchase supplemental Team Member and dependent accidental death and dismemberment insurance.

Section 10 SHORT-TERM DISABILITY INSURANCE

Short-term disability benefits shall be available to a Team Member who qualifies for coverage. Team Members will not be eligible until after six months of employment. This includes disabilities such as maternity leave, illnesses, non-work-related injuries, etc. Avancez pays this benefit for those Team Members who qualify. These benefits shall be paid for during the duration of the Team Member's disability or 26 weeks, whichever is less. Weekly payments shall be 60% of the Team Member's base pay up to \$500 per week.

Section 11 LONG-TERM DISABILITY INSURANCE

Long-term disability benefits shall be available to Team Members who choose coverage. This is a Team Member paid benefit for those Team Members who qualify. This benefit plan option is for Team Members who are unable to work for more than 26 weeks as the result of injury or illness. This benefit pays 60% of your monthly income up to \$5,000. There is a waiting period of 180 days (26 weeks). COBRA medical and dental benefits are available for the Team Member's dependents. Avancez may change vendors/plans during the life of this agreement. COBRA will be available for Team Members on long-term disability.

Section 12 - BENEFIT CLAIMS

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

Section 13 BENEFIT REINSTATEMENT

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

ARTICLE 17 - PAID HOLIDAYS

Section 1 PAID HOLIDAYS OBSERVED

All full-time regular active Team Members are eligible to receive the following paid holidays annually.

- New Year's Day
- MLK Holiday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Christmas Holiday
- The two weekdays immediately following Christmas, following customer schedule
- New Year's Eve

A recognized holiday that falls on a Saturday will be observed by Avancez on the Friday before the holiday. A recognized holiday that falls on a Sunday will be observed by Avancez on the following Monday. For purposes of meeting the needs of our Team Members and the schedules of our customers, the local Leadership Team may designate that some holidays be observed on alternate days other than the calendar date of the holiday, if it coincides with a customer scheduled work day.

Section 2 HOLIDAY PAY

To be eligible for holiday pay, Team Members are required to work their entire scheduled shift, prior to and after the holiday. If a Team Member is less than 30 minutes late for the day prior to and the day after the holiday, they will still be eligible for holiday pay. This occurrence will still be subject to the attendance policy outlined in Article 26. Team Members will receive holiday pay when time off was previously approved.

Section 3 SCHEDULED HOLIDAY WORK

Customer service obligations may require that Team Members be scheduled to work on holidays. Team Members will be scheduled based on the timing of customer requirements and the structure of the bids as outlined in the equalization Article. If a Team Member works on a holiday, Team Member will receive both holiday pay and their normal hourly wage calculated at 1.5 times for the work performed.

Section 4 UNPLANNED SHUT DOWN

Anytime the customer is on an unplanned shut down, Avancez agrees to submit Team Members to layoff status so they may apply for Unemployment Insurance Benefits if Team Member is eligible. Shut down must be a minimum of five continuous days and may include a holiday.

ARTICLE 18 - OUTSOURCING

Section 1

The parties recognize that in order to remain competitive it may become necessary from time to time to out-source work which has or could be performed by bargaining unit Team Members. Avancez agrees to discuss such matters with the Union. Avancez agrees to consider Team Members currently assigned to like work and who have the proven experience and skill to perform such work whenever possible.

ARTICLE 19 - PAID TIME OFF (PTO)

Section 1

Avancez agrees that PTO hours are important to each Team Member. Requests for Paid Time Off submitted prior to February 15th of each year will be approved by seniority; on a first come basis after February 15th.

Section 2 AVAILABLE (PTO) PAID TIME OFF

Paid time off may be used at the discretion of the Team Member in the year of hire, PTO will be pro-rated as follows, and these days will be able to be used upon achieving seniority:

When Hired	PTO Days
January-March	5-Days
April-June	4-Days
July-September	3-Days
October-December	2-Days

Based on all Team Members seniority during the vacation year, active full time Team Members shall receive:

Anniversary Date	PTO Days*	PTO If taken as Payout
Year of 1 st Anniversary	80 Hours	88 Hours
Year of 2 rd Anniversary	88 Hours	96 Hours
Year of 3 th Anniversary	96 Hours	104 Hours
Year of 4 th Anniversary	104 Hours	112 Hours
Year of 5 th Anniversary	120 Hours	120 Hours
Year of 8 th Anniversary	144 Hours	144 Hours
Year of 10 th Anniversary	160 Hours	160 Hours

***To be taken in full day increments only**

Section 3 ACCRUING PAID TIME OFF

All eligible Team Members earn and accrue paid time off beginning January 1 and ending December 31 (the calendar year). PTO accrual begins on a Team Member's one year anniversary date of hire as a regular full-time Team Member. All shutdown time declared by the customer GM-FWA will count towards the year. Each Team Member will accrue paid time off per the following formula:

$$\text{PTO} = \text{Total Number of Hours Worked} / 1,600 \times \text{the maximum PTO allotment.}$$

Section 4 REQUESTING PAID TIME OFF

Team Members are encouraged to use their paid time off for personal rejuvenation and for striking a balance between work and recreational activities. Paid Time Off may be used in increments of two hours, (must be taken the first two hours or last two hours in the shift and must be 48 hours in advance; or take increments of four hours or eight hours. To take PTO, Team Members must request advance approval from their Shift Manager. Except in cases of an extreme emergency or sudden illness. Requests will be reviewed based on a number of factors including business needs and staffing requirements. If PTO (Personal Time Off) is requested due to an emergency or illness, Team Members should inform their Shift Manager as soon as possible, but no later than the day of the absence. Employees will be allowed to use only one day with less than 24 hours' notice, provided approval is given. Only one emergency PTO day will be able to be used within a 12 month calendar year. Avancez requests a notice of 24 hours

in advance or the end of your previous workday for any other PTO time. If the PTO request is for a longer period of time (more than three days) the request should be made in advance in the same amount of time requested off. An employee shall be given one full week of PTO with a minimum of two weeks of notice based on seniority as long as no other PTO for that period has been previously scheduled.

Section 5 – PAID TIME OFF APPROVAL

Every effort will be made to approve requests for PTO submitted at least 24 hours in advance of the time requested. In instances where an absence may cause significant disruptions to the operation, approval may be granted on a “pending” basis. PTO requests received after the end of the shift prior to the time being requested will not be approved.

Team Members will be allowed to use PTO in advance of accrual. Negative accruals may not exceed more than the Team Member will earn based upon forecast of the current calendar year.

Section 6 – UNUSED PAID TIME OFF

Paid time off must be taken in the year in which it is accrued. Accrued but unused PTO will be paid to Team Members at the end of the year. A negative PTO balance should not occur at the end of the year. However, if an unusual circumstance should result in a negative PTO balance at the end of the year, a deduction will be made from the Team Member’s pay to repay the time used but not accrued. All accrual values will be calculated at the Team Member’s base rate of pay at the time of payout. Team members may elect to receive up to one week’s PTO pay in lieu of time off. If a team member elects to “sell” up to a week PTO, the Team Member shall notify the Team Member’s supervisor in writing and will receive payment for the Team Member’s sold up to week at the time of the next regularly scheduled paycheck. This shall be limited to eight (8) hour increments up to (40) forty hours. This will be paid in a separate check. This will be paid during the current year. Upon separation of employment, Avancez will pay unused PTO to Team Members.

ARTICLE 20 - LEAVES OF ABSENCE

Section 1 - LEAVE OF ABSENCE

A regular active Team Member who has completed their Introductory Period is eligible for an unpaid Leave of Absence. Leaves can be no less than five (5) days and no more than thirty (30) days; however, leaves may be extended upon advance approval, in increments up to a maximum of ninety (90) days. If a Team Member requests a Leave of Absence, the Team

Member must provide the following at time of application:

1. Submit a written request to their Shift Manager, and turned into Human Resources
2. Include reason for the unique circumstances for the leave
3. Include requested start time and return to work date

4. Include supporting documentation for request (Medical documents, surgery date, etc.)

Conditions that apply to Leave of Absence are;

1. Granted in 40 hour increments
2. Unpaid
3. Granted at Manager's discretion
4. Use of PTO may be required in conjunction with Leave of Absence
5. Team Member benefit contribution must be submitted weekly
6. During the Leave of Absence, benefit contributions must be paid timely

Upon return for a Leave of Absence up to 90 days, the Team Member will return to their original job. Upon return for a Leave of Absence greater than 90 days, Team Member will return to an open position on their respective shift. Leaves of Absences greater than 90 days will be reviewed on a case by case basis.

Section 2 - MILITARY LEAVE

Avancez recognizes that it is subject to Federal and State Laws requiring that Team Members be provided with leaves of absence to serve on active or training duty in the Armed Forces, the Reserves or the National Guard. Team Members serving in the Military or Reserves will use the U.S Government Office of Personnel Management guidelines (www.opm.gov) for Military leaves. The Team Member must provide information confirming the amount of military pay received.

Section 3 - JURY DUTY

Avancez will comply with the obligations of State Law in the states in which Team Members reside for all Team Members summoned to jury duty, including Avancez's obligation to grant time off and the Company's financial obligations. A Team Member shall receive no less than what they would have otherwise received if they would have been at work, at the applicable straight time rate for each day of jury duty, which includes compensation that the Team Member receives from the Court, excluding travel and meal allowance.

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

1. Present Team Member's jury duty summons to Team Member's shift Manager, if time permits prior to the start of the Team Member's duty; or
2. If time does not permit, the Team Member will notify Team Member's Shift Manager and present a copy of the jury duty summons and time served to Team Member's Shift Manager upon Team Member's return to work.

Any Team Member who is called for jury service or is called to and reports for an interview or an examination to qualify Team Member for selection to a jury shall be considered to have performed jury duty and shall qualify for jury duty pay if otherwise eligible as provided herein.

On 2nd and 3rd shift when working afternoons, Team Members may work ½ of their shift and leave early to be rested.

Section 4 - UNION LEAVE

Any Team Member elected or appointed as a Union Representative shall be granted a Leave of Absence when requested by the International Union, Local Union President or Local Union Chairperson, provided such request is made at least 24 hours in advance of the start of the leave. Union agrees to provide seven calendar days' notice to Avancez if the leave is for a week or longer, except in the case of an emergency. All Union leaves will be without pay. Seniority will continue during leave. Appropriate requested leaves will be granted for a minimum of two hours or a Team Member's shift and shall not exceed one year. In addition to providing unpaid union leave; Avancez will provide a budget of up to \$5,000.00 in order to match the union's contribution of \$5,000.00 per year to be used for training registration fees for fall school, IPS/TOP training, and/or community action training to be used by the bargaining committee throughout the calendar year. Funds will be released by Avancez after Union submits receipts and record of attendance; this will not be rolled into the next calendar year and all funding will be shared at the time of occurrence, capped at \$5,000.00 each for the Company and the Union.

ARTICLE 21 - BEREAVEMENT LEAVE

Section 1

In the event of absence from work due to the death of an immediate family member, the Team Member is granted a paid Leave of Absence of up to seven (7) consecutive calendar days and will be paid 40 hours. Team Member's immediate family is defined as Team Member's, or Team Member's spouse's, biological parent, designated individual(s) who raised the Team Member, Domestic partner, Adoptive parent, brother, sister, or Team Member's children, step child, stepparent, mother-in-law, father-in-law.

A Team Member is granted a paid Leave of Absence of up to 24 hours to be used on consecutive scheduled working days for the death of a grandparent, grandchild, step-brother, or step-sister.

It will be the Team Members responsibility to provide documentation to the Avancez HR manager to ensure payment on a subsequent paycheck. Two (2) additional unpaid bereavement days may be given to the Team Member upon request.

Section 2

Unpaid funeral leave for family members not listed above may be permitted. You may submit a request for unpaid excused time off to Human Resources. Additional time off may be acquired through the personal Leave of Absence policy.

Section 3

For bereavement the Team Member, with less than 90 calendar days, will be allowed to take time off under the bereavement policy on an unpaid basis.

ARTICLE 22 - FAMILY MEDICAL AND LEAVE ACT OF 1993 (FMLA)

The Family and Medical Leave Act (FMLA) became effective on August 5, 1993 Avancez follows the guidelines as defined by the Federal, State and local laws. Any questions about this policy or the Team Member's rights and responsibilities under the FMLA should be referred to the local Fort Wayne Avancez HR Administrator. The summary of the law and guidelines will be posted in the facility. A copy of the summary and guidelines will be reviewed with the Team Member at time of request by the Human Resources Manager.

The FMLA Law, application and published handout capturing procedure and clarification will be posted in the plant. The latest guidelines will be reviewed at time of application.

ARTICLE 23 - HOURS OF WORK

Section 1- Shifts

Shifts for all Maintenance Techs and Trainees will be recognized as described in Article 14 Section 3 of this agreement.

Section 2 - OVERTIME

Overtime of time and one half shall be paid for all hours worked over 40 hours per week. Double time will be paid for all hours worked over 60 hours per week. All compensated hours listed here will count towards the weekly overtime calculation: bereavement, approved PTO scheduled the prior week or earlier, jury duty, union business and scheduled holidays and paid holidays.

ARTICLE 24 - TIME KEEPING

Section 1 – TIMECARD

Each Team Member must clock only their timecard, badge, etc. Time worked other than the regular shift must be pre-approved and initialed by their Shift Manager. If a Team Member is unable to clock in, the Team Member must report to a member of management prior to start of scheduled shift.

Section 2 TARDY

When a Team Member is tardy for work, after clocking in, the Team Member shall report to the Team Member's Shift Manager immediately for assignment.

Section 3 PLANT ENTRANCE

A Team Member may not enter the plant or remain on the premises unless the Team Member is on duty, scheduled for work or has other work or Union related business.

ARTICLE 25 - PAYROLL

Section 1 PAYMENT PROCEDURE

Each Team Member must enroll in the direct deposit program available at most financial institutions (banks, credit Unions, S & L's, etc.). Team Members are able to print out their check stubs from the prior week on Thursday.

Section 2 PAY PERIOD

Team Members are paid for the hours worked or earned during the previous pay period, on a Monday through Sunday basis. Should a Team Member experience an error in pay, the Team Member should report it to the Team Member's Shift Manager and complete the proper documentation, which will be given to Human Resources. Avancez will make any required corrections or adjustments as quickly as possible and the amount of pay will be listed on the Team Member's next check.

Section 3 DIRECT DEPOSIT

Avancez will follow the federal and state guidelines regarding direct deposit and recouping overpaid funds.

ARTICLE 26 – ATTENDANCE POLICY

Section 1 General

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

We realize that illness, accidents, family matters, etc. may **occasionally** keep Team Member's from working their scheduled shift. When this happens, Team Member's **must** call **Avancez's call-in number and report their tardy or absence within two hours of the start of their shift**. If this is the second consecutive day of absence, Team Members are required to talk to their Manager. If Team Members are personally unable to call, have someone else call for them. Failure to report

may result in disciplinary action up to and including termination. If Team Member's qualify for **Family Medical Leave (FMLA)**, they will be placed on FMLA.

Section 2 Policy

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

Upon ratification of modification of the this Agreement, June 17, 2018, each new hire whose seniority date is after ratification will receive six attendance points, and current employees will receive one point added to their total on the day of ratification.

Section 3 Definitions of Terms Used in This Policy Absence

Occurrence – If a Team Member is absent for one working day, the Team Member will be charged with one point. Team Members who report to work more **than four hours** after the start of the shift will be charged one point.

Tardy – If a Team Member is tardy, **less than four hours** from the start of the shift, the Team Member will be charged with one-half of a point.

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

If a Team Member leaves without speaking to their Shift Manager (or designee) they will be subject to Job Abandonment as stated in the Work Rules and will be disciplined accordingly.

Voluntary Work on a Non-Scheduled day – If additional work is available, Team Members may be able to work a day outside of their normal schedule, the attendance policy is still in effect as if it were a regularly scheduled day.

Section 4 Attendance Occurrence Schedule

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

1. Work related injury or follow up treatment
2. Jury duty/court orders out of the Team Member's control (Reviewed by Company and Union for determination)

3. Military Duty
4. Funeral Leave
5. Leave of Absence
6. Holiday
7. Vacation (PTO)
8. FMLA
9. Union Business
10. EPT
11. SNOD
12. Suspension

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

Section 5 Attendance/Tardy Procedure

The point system is a perpetual attendance system beginning on the Team Member's first day.

<u>Points</u>	<u>Result</u>
4, 5, and 6 to points	Company and Union understand life circumstances will happen and have agreed extra points to accommodate such concerns.
3 points	Meet with Manager to review attendance record and ensure understanding of attendance policies and available options to avoid further occurrences. A written warning letter will be issued and reviewed that explains attendance status, policies, and expectations. Copy to personnel file and shared with Union.
2 points	Meet with Manager to review attendance record and ensure understanding of attendance policies and available options to avoid further occurrences. A Final written warning letter will be issued and reviewed that explains attendance status, policies, and expectations. Copy to personnel file and shared with Union.
1 point	Meet with Manager to review attendance record and ensure understanding of attendance policies and available options to avoid further occurrences. Balance of day suspension (suspended after lunch) will be issued and attendance status, policies, and expectations reviewed. Copy to personnel file. Once a suspension has been served for ½-1 point, then issuing a second write up for ½-1 point will be considered time served for one rolling year.
0 points	Meet with Manager to review attendance record and ensure understanding. Termination will be issued. Copy to personnel file.

Section 6 No Call, No Show ("NCNS")

No call and absent from work - **NCNS** Warning letter is issued and will result in 1 point on the first instance. The next occurrence of a NCNS will result in termination. Calling to report a late arrival and then failing to report for work without calling back to report an absence is as disruptive as a NCNS. Such circumstances are treated as a NCNS and will result in 1 point on the first instance. A second NCNS will result in termination from employment in a rolling year. If a Team Member is going to be late or absent from work, then the Team Member must call in during the two hours of scheduled work time. The Team Member must call in every day that they are absent. If the Team Member fails to call in and does not report for work during the first two hours, then the Team Member will be considered a NCNS. If the Team Member calls to report a late arrival, and subsequently does not show up or call back to report an absence, the Team Member will be considered a NCNS. NCNS shall remain on Team Member's progressive discipline record for one year following date of occurrence.

Section 7 Doctors Documentation

Absences accompanied by a doctor's note will count as one point. That is, absences for consecutive days with all days covered by a doctor's note will count as **one** point; absences for one day covered by a doctor's note will count as **one** point; absences for consecutive days not covered by a doctor's note will count as one point for each day absent.

The doctor's note must list the dates for which the Team Member is excused (i.e., the specific dates must be listed, or the note must indicate the date that it was issued along with the number of days the Team Member should be excused for medical reasons).

Section 8 Earned Points

Team Members may improve their attendance record through perfect attendance. For each 15 30 calendar days of perfect attendance (zero points accumulated), a Team Member will earn one point. The points can be accumulated up to a maximum of six points. Team Members cannot earn points if they are laid off, taking a leave of absence, on suspension, or absent pursuant to a court order.

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

Section 9 Scheduled Non-Occurrence Days (SNODs)

If there are more people than required for the normal operations or if someone is available to replace a Team Member and is trained on the Team Member's job, the Team Member may take a SNOD with their Shift Manager's approval. SNODs will not count as an unexcused absence. SNODs will be awarded based on seniority.

ARTICLE 28 – REDUCTION OF WORKFORCE

Section 1 SPECIAL PROJECT WORK

Where applicable, special project work during December holiday shutdown and summer shutdown, normally scheduled in July is to be performed by Union Team Members. Avancez will make every attempt to use volunteers by high seniority first to accomplish this project work. If there are no volunteers the lowest seniority will be scheduled. In the event that mandatory customer production/training is scheduled Avancez will notify the Union in advance of the work schedule for all Team Members.

Section 2 TEMPORARY LAYOFF

In the event that the workforce must be reduced on a temporary layoff (30 days or less), Avancez will lay off Team Members in voluntary inverse (Lowest) order of seniority. Avancez will ask for volunteers; however, it is important that Team Members kept will have the skills and ability to perform the work.

Section 3 INDEFINITE LAYOFF

If the workforce must be reduced for an indefinite period, Avancez will lay off Team Members in order of seniority, non-seniority first, then lowest. Laid off Team Members will be recalled in reverse order of layoff at the first available open position. Avancez will contact the laid off Team Members by text message or phone. Avancez will follow up by sending a letter by first class mail at the Team Member's last known address if they are unable to reach them by phone.

Avancez will notify the Team Member of their Return to Work date. If the Team Member cannot return on this date, the Team Member must contact the company to resolve the issue.

Section 4 WORKFORCE REDUCTION

Avancez will notify the Union of any workforce reduction as soon as possible after Avancez is notified of the event that makes the reduction necessary. During the period of recall, which will not exceed 7 days, Avancez will not be held liable for work performed by outside vendors, or temporary Team Members in the event all available bargaining unit Team Members have been afforded the opportunity to work.

Section 5

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

ARTICLE 29 - SHIFT PREFERENCES

Section 1 ANNUAL SHIFT PREFERENCE

A Team Member with an established length of service date may exercise shift preference once per calendar year, excluding the Christmas break. Team Members desiring to change shifts will register their preference on a form provided by Avancez, to be effective on the first working day of the following month.

Section 2 EMPLOYEE LISTING

Avancez will provide UAW 2209 with an updated listing of all Team Members contact information, job title, and shift with pay rates each month. This will be provided to the local Union Financial Secretary electronically. These will be provided the first full week of each month.

ARTICLE 31 - TRANSFERES TO POSITIONS OUTSIDE OF BARGAINING UNIT

Team Members who are transferred or promoted to a non-bargaining unit position within Avancez shall continue to accrue bargaining unit seniority for up to three months if the Team Member elects to be transferred back to the bargaining unit. After three months no rights are retained.

Team Members transferring under the above paragraphs governed by the provisions of this agreement, may be allowed to return to the bargaining unit, for reasons other than layoff for a period of three months from date of transfer, to a position that the Team Member's seniority at that time may permit. All back Union dues must be paid to retain original seniority date. Documentation of the Team Members move, the date, and area will be forwarded to the Union the week the transfer or promotion occurs. The same will be provided to the Union when they return.

ARTICLE 32 - LOSS OF SENIORITY

Section 1

A Team Member's seniority is broken so that no prior period or periods of employment at Avancez shall be counted and the Team Member's seniority shall cease upon:

1. Discharge for just cause,
2. Voluntary resignation,
3. Team Member retirement,
4. Layoff greater than length of accrued service,
5. Move to positions outside of the bargaining unit greater than 90 days,
6. Illness or disability leave of absence granted by Avancez for a continuous period in excess of eighteen (18) months or length of seniority whichever is the greater; provided the illness or disability is supported by competent medical documentation,
7. If the Team Member has been laid off and does not return after notification within seven (7) working days.

If a Team Member's seniority is broken due to a reason identified above Avancez will promptly notify the Team Member by sending a (return receipt requested) certified letter to the Team Member's last known address per Avancez's records and forward a copy to the Union.

ARTICLE 33 - TUITION ASSISTANCE

Team Members are encouraged to continue their personal and professional development through continuing educational opportunities. This includes study towards an advanced degree or certification. Courses that are job related are eligible for reimbursement by Avancez. All full time Team Members (90-day introductory period completed) are eligible for tuition reimbursement. To remain eligible for reimbursement, Team Members are required to maintain their regular work schedule during the first year as a regular full time Team Member and also during each semester Tuition Reimbursement is requested and for a complete year following the course. Avancez Team Members need to be actively working on a full-time basis at the time it is completed to be eligible for Reimbursement. If the Team Member terminates employment from Avancez within the following six months after completion of the course, the Team Member will be required to return the Reimbursement amount received by Avancez.

Section 1 ELIGIBILITY

Full time Team Members who complete job-related courses at accredited community schools, colleges, universities, or occupational training centers can apply for Reimbursement of 50% of the cost of tuition and books. Tuition can be reimbursed for courses that are directly related to the Team Members position. Team Members interested in Tuition Reimbursement are required to obtain advance approval. The Local Avancez Leadership Team will evaluate the request to determine if the course qualifies for Reimbursement prior to commencement of the course. After course completion Team Members are required to submit the necessary documents including the grade report to HRM, to receive Reimbursement. Reimbursement is limited to tuition and books, advance funds will not be provided. Tuition is reimbursed after course completion if a grade of "C" or better, "pass" in pass/fail courses, "satisfactory", "GED" or like designation in other courses is achieved. Incomplete grades are not eligible for reimbursement. Questions regarding eligibility for reimbursement will be evaluated and determined by Plant Leadership and HRM. Tuition reimbursement is generally exempt of federal income taxes, however; all reimbursements are subject to Internal Revenue Service regulations. In the event the tuition reimbursement is taxable, the Team Member is responsible for paying applicable taxes.

ARTICLE 35 – EMPLOYEE ASSISTANCE PROGRAM

Avancez has a program that can be utilized for any number of family and personal needs. These are identified as but not limited to childcare, eldercare, adoption, relationships, financial, and substance abuse issues. No matter what the issue is we can help 24/7, with confidential support guidance and resources for any family member 16 or older. Children from the age of 12-16 can participate in family group sessions. **Access to help available by calling 855-327-4463.**

Section 1 REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

Avancez is committed to the rehabilitation of Team Members who voluntarily seek assistance prior to any incident which would require a drug test. Avancez will provide an Employee Assistance Program (EAP) for referral or treatment. A Team Member may, without facing disciplinary action, request a referral to the Employee Assistance Program prior to committing an act that would result in a drug or alcohol test and prior to being requested to take a drug or alcohol test.

ARTICLE 36 - GENERAL PROVISIONS

Section 1 CORRECT MAILING ADDRESS

Team Members will keep Avancez and the Union advised of their correct mailing address. Current address and any address change must be given to Avancez in writing, and Avancez shall be entitled to rely upon the addresses shown in its records. Avancez will provide the updated information monthly or as necessary to the Union. Neither Avancez nor the Union is responsible for incorrect information.

Section 2 ON THE JOB VIDEO

Avancez will use video, audio, and/or electronic devices to satisfy Customer requirements, analyze jobs, and/or to resolve security problems. In these events, the Union will be notified prior to use. In cases of violence or theft against any other Team Member or Avancez the use of video, audio, and/or electronic devices will be permissible. Avancez will meet with the Union prior to issuing any disciplinary actions against a Team Member. Video, audio, and/or electronic devices would not be used in any other potential disciplinary action.

Section 3 QUALITY BONUS

A Quality bonus of \$150.00 will be paid the week of 4/6/21 and 4/6/22.

ARTICLE 37 - CONFLICT WITH LAW

Section 1

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

ARTICLE 38 - NON-DISCRIMINATION

Section 1

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

Section 2

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

ARTICLE 39 - STRIKES AND LOCKOUTS

Section 1

The Union and Avancez agree that both desire uninterrupted production and operation. During the life of this Agreement, the Union shall not authorize, sanction, encourage, ratify, condone, or permit any of its members to take part in, nor shall any member of the Union take part in a slowdown, curtailment of work, restriction of production, strike, stoppage, artificial sick call, unfair labor practice strike, or any interference of operations of the company.

Section 2

The International Union or the Local Union shall not be held financially liable for any such Unauthorized Acts provided that upon receipt of notice from the Company of the occurrence of any Unauthorized Acts, the International Union and the Local Union shall immediately and officially notify Team Members involved to terminate such Unauthorized Acts and promptly take the following actions:

1. The International Union shall communicate electronically to the Local union officers and shall state that such Unauthorized Acts are not directed or authorized by the Union and are in violation of this Agreement.
2. Employees shall be instructed to cease such Unauthorized Acts.
3. The Local Union officers and stewards shall, by example, continue to work and instruct all other Team Members to do so.

Section 3

Avancez agrees that there shall be no lockout of any kind during the term of this agreement. This Lockout provision shall not apply in the event of a strike.

Section 4

Any Team Member engaging in or assisting such action shall be subject to disciplinary action up to and including termination.

ARTICLE 40 – UAW CHECK-OFF

Section 1 DUES CHECK OFF

Avancez, on the Union's behalf, shall make deductions from a Team Member's earnings at a sum equal to the outlined language in the current International UAW Constitution and will be based upon the Team Member's hourly wage rate, but excluding all other premiums for the job classification of record held by the Team Member during the pay period to which the deductions apply. Additionally, Avancez will deduct initiation fees from the pay of each Team Member of the Union for the Union, the same to be levied in accordance with the Union's Constitution; provided however, that the local Union shall furnish Avancez with written authorization to make such deductions.

Section 2 UAW V-CAP

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

Section 3 NEW MEMBER ORIENTATION

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

Section 4 DUES CHECK OFF TIMELINE

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

ARTICLE 41 – UNION BULLETIN BOARDS IN PLANT

Section 1 AVANCEZ PROVIDES UNION BULLETIN BOARD

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

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

The bulletin Board will be a two door board and be in the break area of Avancez.

ARTICLE 42 - VENDOR REVIEW PROCESS

Section 1 FOOD VENDING REVIEW PROCESS

Avancez and the Union agree that in the event of a change in vendor for the vending machines in the Avancez break area, the Union will be notified.

ARTICLE 43 - DURATION

Section 1 TERM

This Agreement shall remain in force from **June 8, 2020 until April 6, 2023** and thereafter for successive periods of one year thereafter unless either party terminates it as set forth below.

Section 2 AMENDMENTS AND TERMINATION

If either party desires to modify or terminate this Agreement, they shall, on or before the 60th day prior to expiration, serve written notice by registered mail on the other party of a desire to terminate or modify this Agreement. In order to terminate the Agreement, at least 72 hours' notice shall be given after such notification of modification, in which event the Agreement shall terminate at the end of such period of notice, but not sooner than the date set forth in Section 1 above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this the **8th day of June 2020**.

Avancez - Fort Wayne

UAW 2209

Jordan Nicodemus, Plant Manager

Holli Murphy, UAW 2209 President

Brittany Stucker, Human Resources Manager

Ricky Hamm, Chairperson UAW 2209

Andrea Bouchard, Director of TM Relations

Dan Huddleston, UAW Region 2B Servicing Rep.

Wayne Blanchard, UAW Assistant Dir Region 2B

Rich Rankin, UAW Regional Director Region 2B