

# **AGREEMENT BETWEEN**



**LANSING**

**AND THE**



**LOCAL 652**

**UNITED AUTOMOBILE,  
AEROSPACE AND  
AGRICULTURAL  
IMPLEMENTATION  
WORKERS OF AMERICA**

<b>ARTICLES</b>	<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
ARTICLE 1	RECOGNITION	3
ARTICLE 2	COMMITMENTS AND RESPONSIBILITIES	4
ARTICLE 3	SOLE AGREEMENT	6
ARTICLE 4	JOINT COMMITMENTS	6
ARTICLE 5	MANAGEMENT RIGHTS	6
ARTICLE 6	DISTRIBUTION OF AGREEMENT	6
ARTICLE 7	PERFORMANCE OF BARGAINING UNIT WORK	7
ARTICLE 8	REPRESENTATION	7
ARTICLE 9	INTRODUCTORY PERIOD	8
ARTICLE 10	CROSSTRaining	10
ARTICLE 11	BASIC RULES OF CONDUCT	10
ARTICLE 12	SAFETY AND HOUSEKEEPING	15
ARTICLE 13	ACCIDENTS OR INJURIES	16
ARTICLE 14	DRUG FREE WORK ENVIRONMENT	18
ARTICLE 15	CORRECTIVE DISCIPLINE	23
ARTICLE 16	GRIEVANCE PROCEDURE	25
ARTICLE 17	COMPENSATION	27
ARTICLE 18	MEDICAL, DENTAL, AND INSURANCE BENEFITS	28
ARTICLE 19	TEAM MEMBER SAVINGS PLAN	30
ARTICLE 20	PAID HOLIDAYS	30
ARTICLE 21	PAID TIME OFF	31
ARTICLE 22	BEREAVEMENT	33
ARTICLE 23	LEAVES OF ABSENCE	33
ARTICLE 24	FAMILY MEDICAL LEAVE ACT OF 1993 (FMLA)	35
ARTICLE 25	HOURS OF WORK	36
ARTICLE 26	TIMEKEEPING	37
ARTICLE 27	PAYROLL	37
ARTICLE 28	ATTENDANCE POLICY	37
ARTICLE 29	EQUALIZATION	41
ARTICLE 30	TEAM LEADERS: INTERVIEW AND SELECTION PROCESS	42
ARTICLE 31	HOT SHOT	43
ARTICLE 32	REDUCTION OF WORKFORCE	43
ARTICLE 33	SHIFT PREFERENCE	44
ARTICLE 34	JOB BID	45
ARTICLE 35	TRANSFER TO POSITIN OUTSIDE THE BARGAINING UNIT	45
ARTICLE 36	LOSS OF SENIORITY	45
ARTICLE 37	TEMPORARY TEAM MEMBER	46
ARTICLE 38	SUB CONTRACTING	46
ARTICLE 39	GENERAL PROVISION	46
ARTICLE 40	CONFLICT WITH THE LAW	47
ARTICLE 41	NON DISCRIMINATION	47
ARTICLE 42	STRIKES AND LOCKOUTS	47
ARTICLE 43	CHECK OFF	48
ARTICLE 44	BULLETIN BOARDS	49
ARTICLE 45	VENDOR REVIEW PROCESS	49
ARTICLE 46	DURATION	49
ARTICLE 47	SUCCESSOR AND ASSIGNS	50
ARTICLE 48	RATIFICATION	50

## **AGREEMENT**

This Agreement is entered into between Avancez-Lansing L.L.C. ("Avancez") and International Union, United Automobile Aerospace and Agricultural Implement Workers of America and its Local 652 ("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, which currently supplies automotive assembly commodities to Lansing Delta Township GM Facility. The bargaining unit includes assemblers (including Team Members, GP-12, and janitorial), mobile equipment operators, material clerks, team leaders, and maintenance assistants, and excludes salary and office, clerical, engineering coordinators/technicians, quality coordinators, material coordinators, dock coordinators, maintenance personnel, liaisons, and managers.

#### **Section 2 Representation**

The parties recognize that the Michigan legislature have passed a law effective March 27, 2013, which makes it unlawful for them to enter into an agreement requiring membership in the Union 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 Union as a condition of employment. If this law is not repealed:

- (A) An employee who is a member of the Union at the time this agreement becomes effective may continue membership in the Union for the duration of this agreement or withdraw from membership at any time.
- (B) An employee who is not a member of the Union at the time this agreement becomes effective may become a member of the Union at any time after employment and remain or subsequently withdraw as a member of the Union for the duration of this agreement.

Avancez agrees not to discriminate against any team member or applicant for employment because of membership or non-membership in the Union or because of anything said or done in furtherance of or opposition to the Union.

On or after the sixty-first (61<sup>st</sup>) calendar day, team members will enjoy full benefits of this agreement.

#### **Section 3 Scope**

Avancez recognizes the Union as the exclusive representative at its Lansing Delta Township manufacturing plant for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, benefits, health insurance, policy, practices, and any conditions of employment covered or not covered in this agreement for all production Team Members.

## **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 and improve wages and working conditions. Avancez accepts Union organizing and collective bargaining as an essential and constructive force in our democratic society.

### **Section 2 Union Objectives**

The Union's primary objective is to improve quality of life for its members and their families by assuring they are treated with dignity, 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. Ensuring 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 workplace 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 constant improvements in quality and productivity; and to cooperate with Avancez in dealing with governmental entities.

#### **Section 4 Avancez Leadership Responsibilities**

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

1. Any change of top Management;
2. Major organizational changes;
3. Annual Avancez objectives;
4. Avancez's long-range plans and policies;
5. Technological changes that will impact the bargaining unit;
6. Changes to Avancez's Business System; and
7. Other major events.

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

#### **Section 5 All Team Member Responsibilities**

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

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

## **ARTICLE 3 SOLE AGREEMENT**

This Agreement shall constitute the only agreement between the parties; Avancez and UAW Local 652 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**

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.

## **ARTICLE 5 MANAGEMENT RIGHTS**

### **Section 1**

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

### **Section 2**

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

## **ARTICLE 6 DISTRIBUTION OF AGREEMENT**

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

Avancez will be responsible for the printing and will bear all printing and costs. The Union will be responsible for distribution of the Agreement and any subsequent Memorandums of Understandings during the life of this Agreement.

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

### **Section 1**

Avancez recognizes the International Union, UAW, Local 652 and any representatives that the International Union may assign to assist in the handling of matters affecting the relations of the parties; subject, however, to the provisions of Section 9(a) of the Labor Management Relations Acts of 1947.

### **Section 2**

When Team Members are hired, terminated, away from work for a LOA including FMLA, 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 activity in the Union.

### **Section 4**

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).

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

### **Section 5**

Avancez will provide an office for Union business, maintained to Avancez level of 5s Standards. Avancez and the Union will mutually agree upon a suitable location for a work center. This office will contain a computer, desk, filing cabinet, chairs, and telephone. Avancez will provide a radio and phone to communicate with the plant personnel during the workday.

## **ARTICLE 8 REPRESENTATION**

### **Section 1**

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

## **Section 2**

The Committee and Chairperson will be allowed reasonable time to conduct normal Union business as required. The Chairperson will keep the Shift Leader and/or Plant Manager informed to issues that need attention. The Chairperson will have the availability to enter the facility on any shift after notifying management.

## **Section 3**

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

## **Section 4 Weekly Meetings**

The parties agree to hold weekly scheduled meetings on working time, at a mutually agreed to time. The purpose of these meetings shall be for the parties to discuss concerns related to this Agreement, but not limited to this Agreement.

## **Section 5 Bargaining/Negotiating Committee**

Bargaining/Negotiating Committee will include the plant committee, the Local Union President or designee, and the International Representative. The Company agrees to pay the Bargaining/Negotiating Committee at their regular rate of pay for all lost time from their regularly scheduled hours, or time spent meetings with the company during contract negotiations. This will include preapproved off-site preparations.

## **Section 6 In-Plant Voting**

Avancez will allow "in-plant" voting, including strike votes, 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, following lunch and breaks, and will not leave their workstations to vote until the shift has ended.

# **ARTICLE 9 INTRODUCTORY PERIOD**

## **Section 1**

For every new Team Member hired to work at Avancez, there is a 60-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. Management and the Union will review all performance evaluations with Team Members upon their completion. If a Team Member is unable to meet the expectations of 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. Anytime during this period, either the Team Member or Avancez may decide for any reason, to terminate employment and such decisions shall not be subject to the grievance procedure.

After the 60-day Introductory Period, the established process for Corrective Discipline will be followed to help Team Members succeed at Avancez.

For bereavement the Team Member will be allowed to take time off under the bereavement policy on an unpaid basis.

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

## **Section 2 Orientation**

All Avancez Team Members are required to participate in an Avancez Orientation Program within their first 30 days of hire. The purpose of this orientation is to fully acquaint Team Member's with all aspects of Avancez, including: its corporate philosophies and mission; Collective Bargaining Agreement; policies and procedures; products; production processes; plant facilities, and equipment; structure; safety; beliefs; cost structure; and information about its customers and their expectations. Committee body will be present to explain and rollout Agreement.

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

We believe our Orientation Program is among the finest in the business today and demonstrates Avancez's commitment to the education and training of all Team Members working at its facility.

During the orientation period, Team Members must demonstrate:

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

## **Section 3 Seniority**

Upon completing the Introductory Period, Team Member seniority date will be recorded as the first day worked. A new Team Member will serve an Introductory Period for 60 calendar days (Introductory Period may be extended due to business interruption i.e. layoff, internal or external strike, scheduled shutdowns). When seniority dates are the same, the highest last four digits of each Team Member's social security number will be the determining factor; 9999 being the highest. If issues arise, the Union Chairperson and Human Resource Manager will resolve and notify affected Team Members.

## **Section 4 Benefits/Grievance Procedure**

A Team Member is not entitled to any benefits provided for under this agreement with the sole exception of specified wage rate during the Introductory Period. Access to the grievance and mediation procedure will be available to an introductory Team Member after 60 days of employment.

## **Section 5 Layoff and Recall for Introductory Team Members**

The parties hereby agree that Team Members who have not established seniority by being employed for 60 continuous days and are laid off for a period of time greater than 60 days are

required to reestablish the 60-day introduction period beginning on the first day worked after recall. Upon successfully completing the introduction period, the seniority date is established as the first day worked following the recall.

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

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

## **ARTICLE 10 CROSSTRAINING**

### **Section 1 Job Rotation**

Avancez and the Union believe that job rotation promotes safety and improved job skills. Team Members will rotate to different jobs for which they are qualified as determined to maintain a safe work environment. Team Members including absenteeism replacement will rotate and/or will be trained to do different jobs as determined to maintain a safe work environment. If a Team Member is deemed unable to work within a particular station for ergonomic or health concerns, Avancez and the Union will review the station with the Safety Team to determine if the Team Member should be temporarily excluded from that work station in order to maintain a safe work environment. After ergonomic or health concerns are addressed Avancez reserves the right to request full rotation at all stations by all Team Members.

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

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

1. The team will be solicited for volunteers to temporarily go to a different team.
2. If there are no volunteers, the Team Member with the lowest seniority, who is trained and available will be required to temporarily go to the different team.
3. Avancez will maintain an ongoing training matrix to insure adequate coverage.
4. Team Leads will go over any updates to the standardized work sheet (SWS) with the Team Member.

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

### **Section 1**

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

Violation of any of these rules may lead to discipline, up to and including termination. There may be other circumstances when Team Members may be disciplined. If a Team Member has any questions about these basics, or what is expected of them as a Team Member, they should discuss them with their manager.

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

## **Section 2**

### **CATEGORY I – SUBJECT TO IMMEDIATE DISCHARGE**

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

1. **THEFT** - Avancez views all theft of property owned by Avancez, Team Members, suppliers, or customers of any size or magnitude as a serious offense.
2. **FIREARMS & EXPLOSIVES** - Firearms and explosives are not allowed on Avancez premises.
3. **SELLING and/or POSSESSION OF CONTROLLED SUBSTANCES** - The selling and/or possession of controlled substances on Avancez premises are considered not only a serious offense but also a violation of the law.
4. **FIGHTING** - A physical attack on any Team Members will not be permitted (not including self-defense) or possession of any object used as a weapon to do bodily harm while in the service of Avancez or on Avancez property.
5. **FALSIFYING AVANCEZ RECORDS and/or ATTEMPT TO DEFRAUD** - Team Members should not intentionally supply false information or misleading information in order to obtain funds, payments or personal favors. Team Members or applicants must never falsify any application, medical history record, invoice, paperwork, time sheet, timecard, or any other document.
6. **SEXUAL HARASSMENT** - Unwelcome sexual advances, verbal or physical sexual conduct or any behavior of a sexual nature that creates an intimidating, hostile or offensive work environment. Sexual harassment is illegal and a violation of Title VII of the Civil Rights Act. Avancez will not tolerate sexual harassment of its Team Members by fellow Team Members or outside business associates. A decision to discharge will be based on a thorough investigation of the charge.
7. **THREATS** - Any threat or intimidating act.
8. **SUBSTANCE ABUSE** - Working or reporting to work under the influence of alcohol or other controlled substances. (See Drug –Free Work Environment policy)
9. **DELIBERATE/RECKLESS ENDANGERMENT** - A Team Member who intentionally/knowingly fails to follow Safety Procedures, which could jeopardize himself, or another Team Member's safety.

10. **UNLAWFUL ACTIVITY** - No Team Member is to engage in any activity contrary to local, state and federal law.

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

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

<b>First Offense</b>	<b>Three (3) Day Suspension</b>
<b>Second Offense</b>	<b>Discharge</b>

1. **SLEEPING** - Under no circumstances should Team Members sleep during their scheduled working hours. A member from management must witness the team member sleeping.
2. **JOB ABANDONMENT** - During scheduled work time, Team Members will not leave their assigned work area or the plant premises without prior approval from Management or Team Leader. Failure to receive approval from Management before leaving the premises will be considered an unexcused absence and will be subject to the attendance policy.
3. **INSUBORDINATION** - Team Members will not refuse to perform any legitimate work assignment. If the Team Member refuses; then a "direct order" will be given and the Union representative will be immediately notified. If the assignment is viewed as a health or safety issue, the Shift and/or Operations Manager, Safety Team Member and a Union representative will be contacted immediately to resolve the health or safety issue raised by the Team Member(s).
4. **VERBAL ABUSE** - Avancez will not tolerate any such conduct. Statements directed towards another Team Member such as; a slur regarding a person's religious, racial, ethnic, or sexual orientation, obscene language or lewd gestures are considered verbal abuse.
5. **DAMAGE OR MISUSE OF PROPERTY** - Abuse, misuse, intentional destruction of, or damage to Avancez property is not tolerated. Team Members must not misuse or use without authorization; equipment, vehicles, or other property of customers, vendors, other Team Members, or Avancez's including tampering with and/or disengaging any error proofing equipment.
6. **DELIBERATE VIOLATION OF QUALITY PROCEDURE** - A Team Member who intentionally/knowingly fails to follow quality procedures and/or processes including tampering with or bypassing error-proofing equipment which could jeopardize Avancez's continued relationship with its Customer or jeopardizes the Quality Standard required to maintain current business or the development of new business.

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

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

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

1. **TEAM MEMBER SAFETY INCIDENTS** - All injuries, regardless of type or severity, must be reported to a Team Leader or Manager immediately. Failure to report cases may be a potential threat to the Team Member's health if the injury becomes worse. Failure to report cases creates problems with the insurance carrier in documenting an injury, which occurred at work.
2. **FAILURE TO USE SAFETY DEVICES / EQUIPMENT** - Avancez shall provide healthy working conditions and provide adequate devices with regard to safety and sanitation. All machinery and equipment Avancez furnishes shall meet with the required legal standards of safety and sanitation.

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

**Personal Protective Equipment** - Wear earplugs or other provided noise protection at all times while in designated areas; wear gloves and arm protective garments at designated workstations; Team Members must wear ANZI Z87+ approved safety glasses while in the plant. Prescription Safety Eye Wear program is available to Team Members.

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

**Pedestrian Safety** – Be aware of Mobil Equipment traffic at all times; Team Members should make themselves seen and respond appropriately to driver's directions. All pedestrians must use designated walkways whenever available.

3. **HORSEPLAY** - Team Members should not engage in practical joking, throwing material, running in the plant, distracting attention of other Team Members, or other actions which can be detrimental to the interest of Avancez or other Team Members. If an injury results from such conduct, Avancez will consider the circumstances and severity in determining if the conduct warrants corrective action as either a Category II or Category I infraction.
4. **DISPOSING OF MATERIAL** - Team Members should dispose of contaminated waste material in their proper containers.
5. **POSTING MATERIAL** - Team Members should not post or paint any signs on Avancez equipment or property either inside or outside the plant area without prior approval from Avancez.
6. **SOLICITATION/DISTRIBUTION** - Solicitation by a Team Member of another Team Member during the working time of either Team Member for any reason, is permitted, requires preapproval, as long as it doesn't create a disturbance. Solicitation and distribution by non-Team Members is prohibited on Avancez premises at all times.
7. **COMMUNICATION DEVICE USE** - Communication devices are only to be used on breaks unless in an emergency situation or approved by Management or Team Leader.
8. **ENTERTAINMENT EQUIPMENT** - Audio and visual entertainment devices are permitted in the plant during non-working times as long as they do not create a disturbance.

Avancez will deploy a personal listening device policy and post in the plant. Changes will be communicated to Team Members.

9. **READING** - During regular work hours, with the exception of breaks and lunch, Team Members should not read material not related to their employment at Avancez.
10. **SMOKING** - Chewing Tobacco and Smoking, including E-Cigarettes and Vapor Pens, are allowed in designated areas only during approved periods.
11. **EATING/DRINKING** - No eating in the production or warehouse areas (hard candy, gum, etc. are allowed). Beverages may be consumed at workstations from break-proof, spill proof containers.
12. **HOUSEKEEPING** - Break down all cardboard boxes for recycling as required. Place all other trash in trash bins. Return all tools and materials to their correct place after use. Keep all aisles and exits clear. Keep work areas clean, neat and orderly. Team Members shall bus their own tables in the lunchroom and wipe up any spills or messes.
13. **APPROPRIATE ATTIRE** - All attire will be mutually agreed upon. Expectations will be posted and Team Members will be advised of changes.
14. **CONDUCT & ATTITUDE** - Courtesy is the responsibility of every Team Member. Each Team Member is expected to be courteous, polite, and friendly to our customers and to Team Member's fellow Team Members. Team Members must not be disrespectful towards a customer or Team Members, or engage in any activity that injures the image or reputation of our Avancez culture.
15. **CONFIDENTIALITY** - Occasionally, research and development work, which Avancez performs on its customer's behalf, is designated as confidential. In this event, customer security and Avancez owned designs and processes must be protected by tight secrecy. All drawings, sketches, quotes, contracts and customer, Avancez or Team Member information is confidential and, as such, valuable. To protect this value, do not discuss customer, Avancez, or Team Member proprietary information with people outside Avancez. Breach of secrecy may cost the Avancez future business. Team Member information will not be shared with any person except authorized Avancez Managers, Union and governmental entities unless the Team Member gives written authorization.
16. **CONFLICT OF INTEREST** - It is our policy to forbid Team Members to deal in any other business that competes with Avancez. If a Team Member thinks that there is a possibility that they may have a conflict, it is their responsibility to notify their Manager.
17. **GIFTS AND GRATUITIES** - We understand that many business relations are enhanced away from the work site. However, Team Members must not request or accept any gift or gratuity of any kind from a customer or supplier that may place them in a compromising position. If a Team Member has any questions regarding the acceptance of a specific gift or gratuity, they should see their Manager.
18. **POOR PERFORMANCE/STANDARD OPERATING PROCEDURES** - Team Members must make every effort to learn their job and to perform at a satisfactory level. Team Members who received proper and adequate training to standardized work and who fail to maintain a satisfactory level of performance may be subject to discipline. If problems should occur which require additional assistance, the Team Members should report any issues to the Manager.

## CATEGORY IV – ACTION SUBJECT TO A FIVE STEP DISCIPLINARY SEQUENCE

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

<b>First Offense</b>	<b>Coaching</b>
<b>Second Offense</b>	<b>Verbal Warning</b>
<b>Third Offense</b>	<b>Written Warning</b>
<b>Fourth Offense</b>	<b>Final Written Warning</b>
<b>Fifth Offense</b>	<b>Discharge</b>

- 1. ATTENDANCE POLICY – REPORTING OF ABSENCES** - Team Members must call Avancez's attendance line number and report their tardy or absence no later than thirty (30) minutes prior to start of shift. Violations of this policy are subject to the disciplinary sequence shown above.

## ARTICLE 12 SAFETY AND HOUSEKEEPING

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. Avancez is certainly not a hazardous business, as long as every Team Member is mindful of safety and takes safety precautions. Team Members must use safety devices and equipment provided, abide by all safety policies and practices, and use good common sense to safely carry out their job assignments. If a Team Member observes a condition in **ANY** work area that might cause harm to them or to a co-worker, it must be **REPORTED IMMEDIATELY** to a **Manager and/or Union Representative**. When only one party is notified of the incident it will be the responsibility of the party to make sure the incident is communicated.

The Union representatives will be active safety Team Members. Avancez and the Union Safety Representative will conduct a monthly safety inspection walk in the plant. Avancez and the Union will develop a safety inspection schedule every December prior to shut down for the following year.

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 Team Leader or the Manager, and in addition, may contact Team Member's Hourly Safety Team Member or Committee Person. If the matter is still not resolved, the Team Member may bring the issue to the Safety Team meeting. If it is still not resolved, it may be taken up in the grievance procedure. Nothing in this paragraph or Agreement is intended in any way to modify or amend the rights and responsibilities of Team Members, the Union, or Avancez under applicable State or Federal statutes. At no time will a Team Member be disciplined for refusing a direct order if obeying the order would subject the Team Member to unreasonable risk of bodily harm.

### Section 1 Medical Waste Management Plan

Avancez is covered by Act 368 of the Public Acts of 1978 Part 138 Medical Waste Regulatory Act. Pathological waste is the only type of Medical Waste that is generated at Avancez. This waste is generated only in small quantities. Pathological waste includes bloody gauze, cotton, bandages and towels. These items are stored in an approved container on site. All Medical

Waste is picked up and incinerated by an appropriate professional waste Management service and transported to its incinerator.

### **Section 2 Medical Waste Disposal**

All Team Members responsible for administering First Aid are trained to properly handle and dispose of Medical Waste. This training is repeated on a yearly basis. All Team Members responsible for administering First Aid are also trained in the proper use of safety equipment, including gloves and protective eye wear. Hand washing procedures must be followed both prior to and after care is given. All sinks and treatment tables must be cleaned and disinfected after use. All gauze bandages and contaminated items must be collected and disposed of in appropriate containers labeled MEDICAL WASTE. Medical Waste must not be compacted to prevent airborne contaminants. Safe First Aid and infection control practices must always be followed.

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

### **Section 3 Equipment**

It shall be the responsibility of Avancez to supply equipment that meets all safety standards set down by State and Federal Government. All equipment must be in good repair and the PM Schedule must be updated weekly and posted.

### **Section 4 Safety Training**

Each year Avancez and the Union agrees to select and pay for two active safety representative's tuition costs to attend Union sponsored safety classes at Black Lake training facility.

## **ARTICLE 13 ACCIDENTS OR INJURIES**

### **Section 1 Worker 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 or illness to their Manager or Team Leader, no matter how minor the injury or illness may seem, and completely fill out an injury report 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. Failure to report injuries/illness immediately after occurrence may result in disciplinary action per Article 11, Basic Rules of Conduct.

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

### **Section 3 Injured Team Member's Responsibilities**

1. Report all injuries no matter how minor;
2. Receive appropriate emergency medical treatment;
3. Fill out accident report with as much information as possible, to help eliminate potential future injury to others;
4. Follow all doctor restrictions, prescribed actions, and attend all requested follow-up appointments (if scheduled before or after the Team Member's 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 Department.

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

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

The first follow up visit will be treated as paid work time if required to be scheduled during the normal working hours. 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 Flexible Hours**

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

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

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

### **Section 7 Avancez's Mobile Equipment Accident Policy:**

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

1. An accident or property damage caused by the operation of a Mobile Equipment Device is reported to the responsible Leader.
2. The Leader opens a CAS to formally investigate the root cause, implements an immediate roadblock and identifies an irreversible corrective action.
3. The Union Committee Representative, a Team Member from the operation, and two representatives from the management team reach consensus if the incident is the result of neglect, careless operation or factors other than those influenced by the driver.
  - a. If caused by factors other than those influenced by the Mobile Equipment driver, the Team Member is returned to Team Member's position and is waived from a drug and alcohol test.
  - b. If caused by carelessness or negligence then the Team Member is sent for a rapid drug and alcohol test, and will not return to driving the Mobile Equipment until the drug and alcohol test results are received by Avancez.
  - c. If the drug and alcohol test results are positive, then the Team Member is subject to the Drug Policy.
  - d. Also, the investigating team from Step 3 will review the driver's performance for the last 6 months using the investigation report, driver's safety record (looking for a pattern of poor performance not including accidents deemed out of control of the driver) and issues one or more of the following:
    - i. Review investigation report with driver
    - ii. Issue Progressive Discipline per appropriate category based on severity of incident per Article 11, Basic Rules of Conduct
    - iii. Time off without pay
    - iv. Temporarily or permanently removed from Mobile Equipment
    - v. Termination

The Manager closes the incident investigation and files completed report for future reference.

## **ARTICLE 14 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. Therefore, possession of or consumption of liquor or any alcoholic beverage or a controlled substance on company property at any time, reporting to work under the influence of alcohol, or suffering from alcohol hangover is not tolerated. Avancez offers EAP programs concerned with awareness, intervention and rehabilitation. Avancez's policy on substance abuse is as follows:

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

Avancez intends to hold Team Members accountable for violating its Drug-Free Workplace Policy and may seek disallowance of a workers' compensation claim when a Team Member

tests positive for alcohol or a controlled substance (drug) as specified in our policy after a work-related accident or injury. Intoxication of a Team Member (defined by a positive alcohol test): or being under the influence of a controlled substance not prescribed by a physician (defined by a positive drug test and as described in our Drug-Free Workplace Policy) will be considered the cause of the injury.

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

## **Section 2 Testing Procedures**

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

## **Section 3 Type of Tests**

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

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

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

An initial test is first used to verify the presence of the drug in the individual's system. The confirmatory test, which is 100,000 times more powerful, measures the genetic "fingerprint" of the specific drug and is 100% accurate. The confirmatory level is used to define a positive test. Therefore, based on the chart that follows, a Gas Chromatography/Mass Spectrometry (GC/MS) confirmatory test indicating 600 Ng/ml of amphetamines in a urine specimen would constitute a positive test. Cut-off levels offer protection to both Team Members and Avancez.

<b>Cut-Off Levels</b>		
<b>Alcohol or Controlled Substance</b>	<b>EMIT Screen (Ng/ml)</b>	<b>GC/MS Confirmation (Ng/ml)</b>
Amphetamines	1,000	500
Barbiturates	300	200
Cannabinoids	50	15

Cocaine (including Crack)	300	150
Opiates	2,000	2,000
Phencyclidine (PCP)	25	25
Benzodiazepines (Valium, Librium, etc.)	300	300
Methadone	300	300
Propoxyphene (Darvon)	300	300
Alcohol	0.019 BAC	

### **Section 5 Pre-employment Testing**

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

### **Section 6 Reasonable Cause Testing**

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

### **Section 7 Post Accident Testing**

Team Members who are involved in an accident must submit to a drug and alcohol test. If it is a mobile equipment accident and deemed at fault, follow Article 13, Section 7. Transportation to the testing site will be the responsibility of Avancez. An accident is defined as one resulting in, or could have resulted in:

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

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

Urine specimen collection or a breath test is to occur immediately after a need has been determined in accordance with 1 through 4 above, and at no time shall the total elapsed time

before a drug specimen has been collected exceed 32 hours from the time of a work-related incident. Breath or saliva alcohol testing will be performed within two (2) hours of the incident whenever possible, but within eight (8) hours. If the Team Member responsible for the work-related accident is injured, that Team Member herein expressly grants unto Avancez, its officers and Management, the right to request that attending medical personnel obtain appropriate specimens for the purpose of conducting alcohol and/or drug testing. Further, all Team Members herein grant Avancez access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the work-related accident. This shall include, but not to be limited to, a full medical report from the examining physician(s) or other health care providers. Refusal to submit to testing will result in immediate termination.

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

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

### **Section 10 Test Results**

An individual who tests positive for alcohol and/or drugs will be considered to be under the influence of the substance. An individual testing positive will be given a copy of the report indicating positive test results and will be terminated.

**Refusal** A Team Member’s refusal to submit to a chemical test is considered a positive test and creates a presumption that the Team Member is intoxicated or under the influence. Refusal to test also includes, but is not limited to, failure to provide a specimen, to not provide one in the specified time frame tampering or attempting to tamper, including temperature, or substituting a specimen will result in immediate termination.

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

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

Accordingly, upon receipt of a confirmed positive finding, the MRO shall contact the Team Member. If contact is made by the MRO, the MRO shall inform the Team Member of the positive findings and give the Team Member an opportunity to challenge or explain the findings. The MRO can request information on recent medical history and on medication taken within the last thirty days by the Team Member. In the event that the MRO finds support in the explanation offered by the Team Member, the Team Member may be asked to provide documentary evidence to support the Team Member’s position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.). A failure on the part of the Team Member to provide such documentary evidence will result in the issuance of a positive report by the MRO. If the Team Member fails to contact the MRO within 3 days of having been instructed to do so, the MRO will issue a positive report to Avancez.

### **Section 12 Split Specimen**

A Team Member wishing to request a re-test must do so within 3 days of learning that the first test was positive. Team Members will be required to pay for the cost of the re-test before the original specimen is shipped to a different DHHS Certified Laboratory that both parties agree

upon, than the one that first analyzed the specimen. The MRO determines to which Laboratory the split specimen will be sent. If the result comes back negative, Avancez will reimburse the Team Member for the cost of the test the Team Member paid prior to the test. The same paperwork and procedure protections used for the first test will be utilized for the split specimen. The Laboratory that collects the initial screen is responsible to split the specimen.

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

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

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

### **Section 14 Confidentiality**

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

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

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

### **Section 15 Discipline**

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

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

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

Any Team Member testing positive for drug/alcohol use will be terminated.

## **Section 16 Return-To-Duty and Follow-Up - Drug And/ Or Alcohol Testing**

Team Members who are terminated under this Article will **ONLY** be reinstated based upon completion of all the following stipulations:

1. The company will offer assistance with drug and alcohol abuse through Company-authorized programs to the Team Member. The terminated Team Member must initiate contact with the treatment facility within 72 hours of termination and arrange for the recommended Drug or Alcohol treatment process.
2. Documented completion of the required treatment program determined by the Company-authorized Employee Assistance Program.
3. Termination of Team Member will be a minimum of 120 days.
4. Upon Team Member's return-to-duty, Team Member must submit to a return-to-duty drug and/ or alcohol test and must receive a negative result.
5. In addition, such Team Members will be subject to unannounced follow-up drug testing. The number and frequency of such tests shall be directed by the Company and may consist of at least six tests in the first 12 months following the Team Member's return-to-duty.

## **Section 17 Rehabilitation and Team Member Assistance Program**

Avancez is committed to the rehabilitation of Team Members who voluntarily seek assistance. Avancez will provide a Team Member Assistance Program (EAP) for referral or treatment and will counsel the Team Member regarding medical benefits available under Avancez's insurance program.

A Team Member may, without facing disciplinary action, request a referral to a Team Member Assistance Program **PRIOR** to committing an act that would result in a drug or alcohol test and prior to being requested to take a drug or alcohol test. Team member is responsible for submitting evidence of successful completion of the program prior to return to Avancez's work environment. Failure to provide evidence will result in termination of the relationship with Avancez.

## **Section 18 Education**

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

# **ARTICLE 15 CORRECTIVE DISCIPLINE**

## **Section 1 Discipline**

Avancez may impose corrective discipline with just cause. All disciplinary action will be administered within four (4) 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**

Prior to any and all discipline, a Team Member interview will take place using form 15A. 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.

### **Section 3 Documentation**

The Team Member acknowledging receipt with a copy being given to the Team Member and Union must sign 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. 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.

### **Section 4 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 5 Principles**

Avancez and the Union recognizes and agrees to the following principles:

Disciplinary action is intended to be corrective rather than punitive. It is understood that violations of certain rules may be subject to discharge for the first offense. Basic Rules of Conduct are listed in this Agreement. All Team Members will be given a copy of this Agreement and will be expected to sign for their copy. Any discipline imposed under this Agreement is subject to the grievance procedure.

### **Section 6 Notification**

The Union will be notified in writing of all discipline involving time off. In cases of discipline short of discharge or suspensions pending investigation, Team Members shall be afforded the opportunity to fully discuss the matter with a Union representative prior to being disciplined.

### **Section 7 Timing**

Progressive disciplinary penalties will be imposed as follows:

Coaching, verbal warnings and written warnings, and discipline involving time off will remain in effect and on the record for 9 months from the date of the incident unless successfully overturned in the grievance process.

Disciplinary action taken will be cleared from a Team Member's record 9 months as specified above after the date it was effective. Evidence of offenses more than nine months 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 may respond by introducing evidence of disciplinary action imposed on the Team Member during the equivalent period of time.

## **Section 8 Job Posting for Open Positions**

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

## **Article 16 GRIEVANCE PROCEDURE**

### **Section 1 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.

A day or calendar day is defined as a production workday.

### **Section 2 Grievance Procedure**

A grievance shall be filed within seven (7) calendar days of the event, giving rise to the grievance. If a Team Member chooses to participate in the grievance procedure at any level, the Team Member will be encouraged to do so. Grievances shall be resolved in the following manner: Any party that holds a grievance over the time limit loses the grievance and all Union demands stated therein or Avancez's position is upheld, unless both Avancez and the Union agree to extend the timeframe to address the grievance.

### **Section 3 Committee Call**

Any Team Member having a grievance, or one designated member of a group having a grievance, should first take the grievance up with their Shift Leader who will attempt to settle it as quickly as possible. If the grievance is not resolved, then the Team Member may request the Shift Leader to place a committee call. The Shift Leader will place a committee call to the Committee Person within 30 minutes and without further discussion of the grievance. The Shift Leader will make the necessary arrangements to cover the Team Member's job to permit the Team Member to speak with the Committee Person in the Union Office. After an investigation a grievance may be written.

### **Section 4 Written Grievance**

3 days does not include the first day of holding the grievance.

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

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

**Step 3.** The written grievance is given to the Human Resource Manager or designee by the Committee Person and or Plant Chairman at which time the two parties discuss and try to resolve the grievance. The Human Resource Manager or designee has three (3) calendar days to respond to the grievance. The Union has three (3) days to respond to the Company's answer. If grievance is not resolved the grievance is taken to Step 4.

**Step 4.** The written grievance is given to the Plant Manager or designee by the Committee Person and/or Plant Chairman. The Plant Manager or designee has three (3) calendar days to respond to the grievance. The Union has three (3) days to respond to the Company's answer. If the grievance is not resolved the grievance is taken to Step 5.

**Step 5.** If the written grievance is not resolved in Step 4, the written grievance is given to the Corporate Operations Leader and the International Representative or designee by the Committee Person and/or Plant Chairman. The Corporate Operations Leader or designee and the International Representative or designees have fourteen (14) calendar days to respond to the grievance. If the grievance is not resolved the grievance is taken to Step 6.

**Step 6.** If the written grievance is not resolved in Step 5, the Union must within ten (10) days by written notice, submit the grievance to the Federal Mediation and Conciliation Service for mediation. Both parties may mutually agree to waive step 5. If the grievance is not resolved the International Representative may refer grievance back to the Local President or Recording Secretary for arbitration. The Union has fifteen days (15) to decide if arbitration will be used. If the grievance is not resolved the grievance is taken to arbitration (Step 7).

**Step 7. Arbitration.** If the grievance is not resolved in Step 6, then as a last resort, the Union and/or Avancez's Plant Manager shall have the ability to refer the matter to an independent arbitrator who will be selected by the parties to serve a one-year period (which may be renewable for a similar period by the agreement of both the Union and Avancez). During the arbitrator's one-year term, the Team Member shall resolve all grievances that are not resolved in Step 6. The losing party shall pay for the costs of the arbitrator.

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

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

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

### **Section 5 Grievance Reinstatement**

The grievance reinstatement provision is not be construed as modifying in any way either the rights or obligations of the parties under the terms of the Collective Bargaining Agreement except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including the back wages, or that provide for the final and binding nature of any decisions by the Impartial Arbitrator or other grievance resolutions.

## **Section 6 Cost of Printing Grievance Forms**

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

## **ARTICLE 17 COMPENSATION**

### **Section 1 Wages and Compensation**

Base wages rates for Team Members will be paid per the following tables:

New Hire Rate Progression: Team Members hired after the ratification date of this Agreement will follow this wage progression. Increases will be effective on the team member's anniversary date and will follow the progression in the chart below:

	Current Rate	Upon Ratification	2020 Anniversary Date	2021 Anniversary Date	2022 Anniversary Date	2023 Anniversary Date
Start	\$11.50	\$11.73	\$11.73	\$11.96	\$12.20	\$12.45
1 year	\$12.70	\$12.70	\$12.95	\$13.21	\$13.48	\$13.75
2 years	\$13.75	\$13.75	\$14.03	\$14.31	\$14.59	\$14.88
3 years	\$14.55	\$14.55	\$14.84	\$15.14	\$15.44	\$15.75
4 years	\$15.75	\$15.75	\$16.07	\$16.39	\$16.71	\$17.05
5 years	\$17.20	\$17.76	\$17.76	\$18.34	\$18.93	\$19.55
10 years +	\$17.20	\$18.34	\$18.34	\$18.94	\$19.55	\$19.55

### **Section 2 – Premium Pay**

An additional \$1.25/hour premium will be paid to Team Leader. An additional \$0.50 cents premium will be paid to Hilo Drivers upon ratification.

### **Section 3 – Working Hours**

When the customer's production demand requires a one (1) or two (2) shift operation, a regular work week will normally consist of five (5) days, eight and one half (8.5) hours per day and will include two (2) paid fifteen (15) minute rest breaks and one (1) non-paid thirty (30) minute lunch break each shift.

When the customer's production demand requires a three (3) shift operation, a regular work week will normally consist of five (5) days. Continuous shift hours will match the customer's schedule. The shift length will normally be eight (8) hours and fifteen minutes with two (2) paid twelve (12) minute rest breaks and one (1) twenty (25) minute lunch break where 10 minutes are paid and 15 minutes unpaid.

It is understood that the third shift will start on Sunday night and it is agreed there will be no overtime pay for such hours worked on Sunday. A holiday for a third shift Team Member will begin at the start of the shift the day prior to the calendar holiday. The third shift may begin work following a holiday as early as 10:24pm the calendar day of the holiday and it is agreed there will be no holiday premium pay in this event. For third shift Team Members who start their week on Sunday night, that and each succeeding shift will be considered to have begun on the calendar day following.

If Team Members are required to work longer than eight (8) hours in a shift, additional break time will be provided at a rate of 5 minutes per hour of work. Appropriate break time will be determined by projecting the approximate ending time. If extenuating circumstances are present, breaks may be accomplished utilizing tag relief.

## **ARTICLE 18 TEAM MEMBER MEDICAL/DENTAL AND INSURANCE BENEFITS**

### **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 FML local, state or federal regulations).

### **Section 3 Medical Plans**

Avancez offers HealthSmart as medical insurance coverage.

1. All Team Members electing healthcare insurance will be enrolled in Avancez's HealthSmart medical plan on January 1, 2012 following normal open enrollment.
2. The Plan has a weekly team member contribution, deductible and co-pay to a maximum out of pocket expense (see the available benefit comparison sheet for details).

### **Section 4 Changes to Medical Plans**

After notifying the Union, Avancez may change the provider(s), administrators and/or self-insure any or all of the benefits available, provided the coverage is substantially similar.

"Substantially similar" shall mean that the overall benefits provided in the plan, when viewed as a whole for the overall group of bargaining unit Team Members, are reasonably equivalent to the existing plan.

Team Member contributions will be evaluated each year. Increases and/or decreases will be based upon the experience rating plus the expected healthcare market inflation rate (per a nationally recognized organization – i.e. Mercer). Increase or decrease will be equally shared based on an 80/20 Shared Plan Contribution rate for contract year one. Current contribution rate information is available from Human Resources. During each year of the contract, if the projected rate increase percentage is greater than 10%, the cost share for team members will increase 1% effective for the subsequent year.

### **Section 5 Dental Plan**

Avancez offers a Dental Plan. After notifying the Union, Avancez may change administrators, plans and or Team Member contribution during the term of this Agreement.

## **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 \$15,000 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 an accidental death and dismemberment insurance to each eligible Team Member. The company will offer the opportunity to purchase supplemental Team Member and dependent accidental death and dismemberment insurance.

## **Section 10 Short-term Disability Insurance**

Short-term disability benefits shall be available to Team Member who qualifies for coverage. 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 \$350 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 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 for 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 a 60 day waiting period. Team Members who are absent for greater than 12 months, and have a lapse

in coverage, will need to meet the 60 day waiting period 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 60 day waiting period prior to reinstatement of all benefits.

## **ARTICLE 19 TEAM MEMBER SAVINGS PLAN**

### **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 the 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 on the first day of the month following successful completion of the Introductory Period. Eligibility will permit salary deferrals to be made by team members on the 60th day of employment.

### **Section 3 Vesting**

All participating Team Members have 100% immediate vesting.

## **ARTICLE 20 PAID HOLIDAYS**

### **Section 1 Paid Holidays Observed**

All full-time regular active Team Members are eligible to receive the following thirteen (13) paid holidays annually:

1. New Year's Day
2. Martin Luther King Day
3. Good Friday
4. Easter
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Day After Thanksgiving
11. Christmas Eve
12. Christmas Day
13. 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.

A detailed holiday schedule will be posted annually to specify the date on which each holiday will be observed

### **Section 2 Holiday Pay**

To be eligible for holiday pay, Team Members are required to work their entire shift, as scheduled, both the day prior to and the day 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 (tardy) will still be subject to the attendance policy outlined in Article 31. Holiday hours will be counted toward the Team Member's first forty hours in the week the holiday is observed.

### **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 for the work performed.

### **Section 4 PTO and Holiday**

PTO cannot be used on a paid holiday.

## **ARTICLE 21 PAID TIME OFF (PTO)**

### **Section 1 – Available Paid Time Off**

Paid time off (PTO) is combined for purposes of any type of time off for Team Members. This paid time off may be used at the discretion of Team Members provided time is used in accordance with this policy and leader approval is granted. All regular full and part-time Team Members are eligible to earn and receive the following:

<b>Calendar Year</b>	<b>Total Paid Hours Off</b>
Year of Hire	24 + holidays
Year of 1 <sup>st</sup> Anniversary	72 + holidays
Year of 2 <sup>nd</sup> Anniversary	80 + holidays
Year of 3 <sup>rd</sup> Anniversary	120 + holidays
Year of 10 <sup>th</sup> Anniversary	128 + holidays

## **Section 2 Accruing Paid Time Off**

	Accrued
February	17%
March	34%
April	50%
May	68%
June	85%
July-December	100%

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.

Upon separation of employment, Avancez will pay unused PTO or deduct negative accrued amounts in the Team Member's final paycheck.

## **Section 3 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 (2) hours. To take PTO, Team Members must request advance approval from their leaders except in cases of emergency or sudden illness. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. If personal time is requested due to emergency or illness, Team Members should inform their leaders as soon as possible, but no later than the day of the absence. Otherwise, Avancez asks for notice of 24 hours in advance or the end of your previous workday, whichever is shorter. If the PTO request is for a longer period of time (more than three (3) days) the request should be made in advance in the same amount of time requested off.

## **Section 4 Paid Time off Approval**

Every effort will be made to approve requests for PTO submitted at least twenty-four (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.

## **Section 5 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. PTO is counted for determining if a Team Member qualifies for over-time pay.

Team members may elect to receive one weeks PTO pay in lieu of time off. If a team member elects to "sell" 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 week at the time of the next

regularly scheduled paycheck. This shall be limited to eight hour increments up to forty hours. This will be paid in a separate check.

### **Section 6 Non-Paid Time Off**

All regular, active Team Members who have successfully completed their introductory period are given credit for four (4) of Non-Paid Time off (NPTO) at the beginning of each calendar year of the contract. There will be no carry over, and NPTO must be used in increments of two hours or more. To take NPTO, Team Members must receive advanced approval from their leaders.

## **ARTICLE 22 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 three (3) consecutive scheduled working days. 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, adoptive parent, stepparent, or Team Member's children, step child, brother, sister, step brother, step sister, mother-in-law, father-in-law, grandparent, or grandchild. Supporting documentation may be required.

### **Section 2**

Unpaid funeral leave for non-family members may be permitted at the discretion of your Shift Leader accompanied with a program from the funeral home. You may submit a request for unpaid excused time off to your Shift Leader. Additional time off may be acquired through the personal Leave of Absence policy.

## **ARTICLE 23 LEAVES OF ABSENCE**

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

A regular active Team Member who has completed their Introductory Period is eligible for an unpaid Leave of Absence. If 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 Manager
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 (such as medical documents, surgery date, etc.)

Conditions that apply to Leave of Absence are;

1. granted in forty (40) hour increments
2. unpaid
3. granted at Manager's discretion
4. Team Member benefit contribution must be submitted weekly

5. during first 30 days, benefit contributions may be paid in subsequent pay weeks (double catch up)

Upon return for a Leave of Absence up to 30 days, the Team Member will return to original job. Upon return for a Leave of Absence greater than 30 days, Team Member will return to the open position, unless extension is due to medical leave.

## **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.

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

Maximum of seventeen (17) days each calendar year for annual reserve training. The Team Member must request leave at least two weeks prior to the start of the training period.

Maximum of thirty (30) days each calendar year for a Team Member called to active duty. The Team Member must notify Avancez as soon as possible, but in no event later than the first scheduled workday the Team Member misses on active duty. The Team Member's job may be posted after 30 days of their leave if the leave is extended.

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

## **Section 3 Jury Duty**

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. In no case, however, shall a Team Member receive less than 8 hours times the applicable straight rate for each day of jury duty, which includes compensation that the Team Member receives from the Court, excluding travel and meal allowance.

In order for a Team Member who receives a jury duty summons to receive the compensation to which 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 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 Leader and present a copy of the jury duty summons and time served to Team Member's 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 twenty-four (24) hours in advance of the start of the leave. Union agrees to provide seven (7) 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 (2) 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 \$3000 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. Provided bargaining committee or attendees that attended the training present summary of learnings to Management on how it's going to positively impact Avancez. Funds will be released by Avancez after Union submits receipts and record of attendance. If presentation does not occur budget will stop the following year.

## **ARTICLE 24 FAMILY MEDICAL AND LEAVE ACT OF 1993 (FMLA)**

The Family and Medical Leave Act (FML) 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 FML should be referred to the HRM Administrator. The summary of the law and guidelines will be posted near the main team member entrance. 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 on the bulletin board. Latest guidelines will be reviewed at time of application.

## **Section 2 Benefits**

During a Team Member's FMLA leave, the Team Member will continue to be covered by Avancez's health care benefits under the same terms and conditions in effect the day before the leave begins. The health care benefits available to Team Members on FMLA leave will be subject to same terms and conditions as other Team Members of Avancez. During FMLA leave, a Team Member remains responsible for any co-payments under the health insurance plan.

Avancez will seek to recover the cost it paid for Team Member health care benefits during an FMLA leave if the Team Member does not return to work following the leave, except in the case where a Team Member is prevented from returning to work due to the serious health condition or other circumstances beyond the Team Member's control.

## **Section 3 Reinstatement**

A Team Member returning to work from an FMLA leave shall be placed in Team Member's former job or an equivalent position, with equivalent pay, benefits and duties. Taking FMLA

leave will not result in the loss of any fringe benefits otherwise available to Avancez Team Members or any benefit that had accrued to the Team Member prior to taking FMLA leave.

Avancez, at its option and expense, may require that a physician or physicians of its choosing examine a Team Member seeking to return from an FMLA leave to determine if the Team Member is fit to return to work.

If the Team Member exhausts the 12 weeks of FMLA prior to returning and is granted an extension under the Leave of Absence policy, the Team Member will not be guaranteed the same position upon return.

## **ARTICLE 25 HOURS OF WORK**

### **Section 1 Work Week**

The normal workweek is forty (40) hours, consisting of five (5) eight-hour days. Avancez schedules the beginning and ending times for each shift to meet operating schedules and customer demands. If the customer changes to an alternative schedule, Avancez will change the work schedule to mirror the customer schedule. Avancez will also have the right to schedule overtime whenever, in its opinion, it is necessary or advisable to do so. Volunteers then lowest seniority will govern overtime. Avancez will review customer requirements with the work force to determine a mutually agreed upon starting time.

### **Section 2 Overtime**

Overtime of time and one half shall be paid for all hours worked in excess of 40 hours per week. Overtime of time and one half will be paid for hours worked on a Sunday regardless of the number of hours worked during that week. Paid time off and holidays count towards hours worked in determining overtime.

### **Section 3 Call in Pay**

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

### **Section 4 Call Back Pay**

A Team Members called back to work after completing assignment for the day and leaving the company premises, shall receive a minimum of two hours work or two hours pay or any combination to meet the two hour minimum.

### **Section 5 Unforeseen Circumstances**

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

## ARTICLE 26 TIME KEEPING

### Section 1 Timecard

Each Team Member must clock their own timecard, badge, etc. Time worked other than the regular shift must be pre-approved and initialed by their Shift Leader. 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 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 or scheduled for work. Team Members can clock in up to 30 minutes prior to their starting time and shall clock out immediately when their shift is complete.

## ARTICLE 27 PAYROLL

### Section 1 Payment Procedure

Payroll will be distributed weekly as direct deposit, on Thursdays; see your Payroll Administrator for payroll release dates and times.

Paycheck statements are available on Kiosk Self Service.

### Section 2 Holiday Weeks

During holiday weeks, an announcement is made if the payday is altered.

### Section 3 Pay Period

Team Members are paid for the hours worked or earned during the previous pay period, on a Monday through Sunday basis. Should a Team Member experience an error in pay, the Team Member should report it to the Team Member's Shift Manager who will insure that it is brought to Avancez's attention. Avancez will make any required corrections or adjustments as quickly as possible and a special check will be issued prior to the next payday.

## ARTICLE 28 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 attendance line number and report their tardy or absence no later than thirty (30) minutes prior to start of shift**. If you expect the absence to extend past one day, please contact Human Resources to review your options for covering your time away. 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. Failure to report will result in disciplinary action under Article 11, Category IV.

If Team Member qualifies for **Family Medical Leave (FMLA)**, they will be placed on FMLA. For more information, see the Article 25 FMLA Leave of Absence.

## **Section 2 Policy**

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

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

**Absence Occurrence** – A Team Member absent for one (1) working day will be charged one (1) point. A Team Member who report to work or leaves early 4 or more hours after the start of the shift will be charged one (1) point.

**Tardy/Early Out Occurrence** – A Team Member tardy, less than 2 hours from the start of the shift will be charged one-half ( $\frac{1}{2}$ ) of a point. If a Team Member leaves early, with less than 2 hours, remaining in a shift, the Team Member will be charged one-half ( $\frac{1}{2}$ ) of a point.

Returning late to line from breaks or lunch and punching in at exact start of shift time is considered a tardy. First offense will be addressed utilizing Team Member Meeting Notes. Subsequent offenses will be charged a one-half ( $\frac{1}{2}$ ) point.

### **Example**

<b>SCHEDULE</b>	<b>TARDY</b>	<b>ABSENT</b>	<b>EXAMPLE 6AM START</b>
8 Hours	Less than 2 hours	2 hours or greater	Tardy before 7:59am; absent after 8:00am

## **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 Avancez and Union for determination).
3. Military Duty
4. Funeral Leave
5. Leave of Absence
6. Non-Paid Time Off
7. FMLA
8. Union Business (Article 25 Section 4)
9. Suspension
10. Layoff
11. SNOD

## Section 5 Attendance/Tardy Procedure

The point system is a rolling year and will not be cleared at the end of each calendar year.

<u>Points</u>	<u>Result</u>
3 points	Meet with Leadership to review attendance record and ensure understanding of attendance policies and available options to avoid further occurrences. <b>A coaching letter</b> will be issued and reviewed that explains attendance status, policies and expectations. Copy to personnel file.
2 points	Meet with Leadership to review attendance record and ensure understanding of attendance policies and available options to avoid further occurrences. <b>A written warning letter</b> will be issued and reviewed that explains attendance status, policies and expectations. Copy to personnel file.
1 point	Meet with Leadership to review attendance record and ensure understanding of attendance policies and available options to avoid further occurrences. <b>A final written warning letter</b> will be issued and reviewed that explains attendance status, policies and expectations. Copy to personnel file.
0 point	Meet with Leadership to review attendance record and ensure understanding. <b>Termination</b> will be issued. Copy to personnel file.

## Section 6 No Call No Show

A Team Member who does not call and does not show up for work is considered a “No Call – No Show”. On the first instance of a No Call – No Show, a warning letter is issued to the Team Member. The next occurrence in a 24- month period will result in termination.

Calling to report a late arrival, and then failing to report for work without calling back to report an absence, is as disruptive as a No Call, No Show. Such circumstances are treated as a No Call, No Show and will result in a warning on the first instance. A second no call no show within a 24-month period will result in termination from employment.

## Section 7 Points Issued and Attendance Record

Team Members will be issued eight (8) points upon day of hire.

Absences will remain a part of the attendance record for a twelve-month rolling period and will roll off the record on the 366<sup>th</sup> day. For example, an absence that occurs on February 12 of one year would roll off the record on February 13 of the following year.

Per calendar year, if a Team Member has an attendance balance of four (4) points or higher, the Team Member can apply for a Good Record Review. At the time of the review, if a Team Member had no attendance occurrences within the two months prior, one (1) point will be added to the Team Member’s attendance balance. If a Team Member had no attendance occurrences within the four months prior, two (2) points will be added to the Team Member’s balance. A Good Record Review will only occur at the Team Member’s request and will be limited to two reviews per calendar year.

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

Time-off will be managed in the following order so that Team Members are able to manage their own time-off.

1. PTO (Team Member & Leadership manages)
2. Points (Team Member manages)
3. SNOD (Leadership manages)

If there are more Team Members than required for the normal operations a SNOD may be offered. SNODS will not count as an unexcused absence but will forfeit the call in pay policy. SNODS will be offered in the following process:

1. The Team is evaluated in terms of staffing at the beginning of each shift.
2. The responsible Leader determines if the team is at a required to operate (RTO) staffing level.
  - a. If the team is at or below RTO, then no PTOs or SNODs are granted.
  - b. If the team is above RTO the following steps will be followed.
    - i. The responsible Leader determines if any Team Member has a pending PTO. If so, the responsible Leader approves it.
    - ii. The responsible Leader determines if any Team Member is requesting to leave work during their shift and “take a half (½) or whole point” (within the first 5 minutes of the shift) (these types of approvals are performed on a “first come, first serve” basis). It is the Team Member’s responsibility to inform their responsible Leader within the first 5 minutes of their shift.
    - iii. If requests to leave early are submitted simultaneously then seniority prevails.
    - iv. The responsible Leader determines which Team Member is next in line to SNOD per the SNOD rotation and SNODs to the RTO.
    - v. If the Team Member that is next in line to SNOD wants to take a PTO in conjunction with their SNOD, the team member may fill out the PTO paperwork with the comment SNOD/PTO and turn it in to Team Member’s leader.
  - c. If no PTO, points or SNODs are taken then the responsible Leader will exercise the forced SNOD procedure below.
    - i. Lowest qualified operator in their group.

If a Team Member is absent on a day that they were up for a SNOD, and then the Team Member is skipped for the SNOD Rotation. In other words, the Team Member’s spot in the SNOD Rotation is not “saved” for the day when they return to work.

If a Team Member is loaned to another area of the business and misses an opportunity to SNOD while working in another area, then the Team Member’s SNOD will be saved. The Team Member will be given the next opportunity to SNOD when they return to their original Team and a SNOD is available.

## **ARTICLE 29 EQUALIZATION**

### **Section 1**

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

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

If five (5) or more bargaining unit Team Members are working overtime, a Union Committee Person shall be one of those working.

### **Section 2 Equalization Groups**

The following Equalization Groups, by shift, have been established for Avancez:

- Group A – Mobile Equipment Operators (includes line support and Hot Shot drivers)
- Group B – Instrument Panel - Sub Assembly/Sequencing/Janitors
- Group C – Headliner - Sub Assembly/Sequencing/Janitors
- Group D – Leaders

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

### **Section 3 Administrative**

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

1. Local Management and Union will collaborate on the administration of equalization of hours.
2. Overtime hours are not equalized between shifts.
3. Hours will be credited in terms of total pay hours involved. Hours accepted or refused will be recorded as such.
4. A Team Member, who works on a paid Holiday covered by the Holiday Pay Section of the Agreement, shall be credited only for hours paid under the Hours at Work Section of the Agreement.
5. When a Team Member works in the Team Member's own equalization group or any other group the Team Member will be credited with the hours accepted or refused.
6. When hours are available to a Team Member and Team Member is absent or fails to come to work for any reason, Team Members shall be credited as if the Team Member worked the hours.

#### **Section 4 Re-entry into the Work Team**

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

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

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

#### **ARTICLE 30 TEAM LEADERS: JOINT INTERVIEW AND SELECTION PROCESS**

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

The process for selecting a Team Leader is:

1. The Team Leader opening is posted for application.
2. The Team Members who meet the requirements per the posting will be interviewed for the position. Interviews will be conducted by management. The Union will be notified of the scheduled interviews to have an opportunity to attend.
3. Management will make a decision based on the interviews and discuss with the union before making the announcement of the awarded position.
4. The Shift Manager and the Union will participate in the Team Leader Performance Review Process.
5. Team Leaders performing in an unsatisfactory level may be removed from the position after a joint review with Avancez and the Union. If a Team Leader is removed from the position, the following guidelines will be followed:
  - a. If removal occurs prior to six months in the position, the Team Member will return to the original group and position the Team Member was promoted from.
  - b. If removal occurs after six months in the position, seniority within the original group the Team Member was promoted from will determine the placement. If no openings are available, the low seniority Team Member in that group will be displaced.

Team Leader position is a promotion. Team Leaders may choose to step down at any time with the following guidelines:

1. In the event a Team Member chooses to step down from the position, they will be allowed to resign from the Team Lead position once a replacement has been trained or is released by the Shift Manager. The Team Member will be placed in the resulting opening after all contractual movement has been completed.

## **ARTICLE 31 HOT SHOT DRIVERS**

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

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

### **Section 2 Responsibility for Traffic and Safety Violations**

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

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

### **Section 3 Licensing**

A Team Member with a valid driver's license will be identified for each shift for Hotshot purposes. Team Members will be trained and reimbursed for costs of licenses if required.

## **ARTICLE 32 REDUCTION OF WORKFORCE**

### **Section 1**

Where applicable, special project work during Christmas and July is to be performed by Union Team Members. Avancez will make every attempt to use volunteers to accomplish this project work. When special project work is done on weekends Avancez will post a signup sheet in the break room for qualified Team Members to sign up. The Union will follow the equalization of hours to provide Avancez with the Team Members names. If customer production is scheduled Avancez will notify the Union in advance of the work schedule for all Team Members. Avancez will make every attempt not to schedule mandatory training during these periods.

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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. Such notice will be at least seven (7) calendar days, except where Avancez receives less than 7 days' notice of layoff.

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 33 SHIFT PREFERENCES**

### **Section 1**

A Team Members with an established length of service date may exercise shift preference twice per calendar year.

Team Members desiring to change shifts will register their preference on a form provided by kiosk no later than May 1 for the shift change to be effective on the first working day in July and no later than December 1 for shift change to be effective on the first working day in January.

### **Section 2**

Shift preference will be granted in order of seniority by the following categories (the categories are for shift preference only):

- Assemblers

- Mobile Equipment Operators

- Janitorial

- Team Leaders

### **Section 3**

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

## **ARTICLE 34 JOB BID**

### **Section 1**

Bidding will occur when there is an open position. A Team Member can be awarded a maximum of two job bids in a twelve (12) month period. It is agreed that when permanent openings occur, such positions shall be filled in the following manner:

1. Job Posting will be posted, where an open position is available.
2. Persons in order of seniority shall be awarded the posted position.
3. Once job bids are awarded Avancez work with the Team Member and the Union to create an agreed upon transition plan.

### **Section 2 Backfill Positions**

1. If the position remains unfilled, then the lowest seniority Team Member from that facility or an outside source fills the position that is made available due to the backfill.

If the Team Member is not skilled in the duties of the new position the Team Member shall be given thirty (30) days to become proficient. Avancez will use the performance review feedback process. If the Team Member does not become proficient, the Team Member shall return to the Team Member's previous position. The Shift Committee Person and the Shift Leader shall determine proficiency. If they fail to agree, Avancez shall make the determination.

## **ARTICLE 35 TRANSFERS TO POSITIONS OUTSIDE THE 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 (3) months if the Team Member elects to be transferred back to the bargaining unit. After 3 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 (3) 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.

## **ARTICLE 36 LOSS OF SENIORITY**

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.

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 37 TEMPORARY TEAM MEMBERS**

In recognition of the need for maximum flexibility in meeting production requirements, the parties agree that Avancez may meet staffing needs through the use of temporary Team Members to perform work of a short duration up to 90 consecutive working days during the period of May 15<sup>th</sup> through September 15<sup>th</sup>.

Avancez will notify the Union of the use of temporary Team Members and agrees not to utilize a temporary Team Member for more than 30 consecutive working days during the period outside of May 15<sup>th</sup> through September 15<sup>th</sup>.

If there is a need to extend the time frame for extenuating circumstances, then both Avancez and the Union will make a joint decision to approve the continuation of temporary employment. The meeting sign in sheet will be used to document these agreements.

## **ARTICLE 38 SUBCONTRACTING NOTIFICATIONS**

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

## **ARTICLE 39 GENERAL PROVISIONS**

### **Section 1**

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

### **Section 2**

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. Avancez agrees that they will not use video, audio, and/or electronic devices for any disciplinary actions, except in cases of theft.

## **ARTICLE 40 CONFLICTS WITH LAW**

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 41 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 or disability and 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 42 STRIKES AND LOCKOUTS**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

#### **Section 4**

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

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

*"To all members of Local 652, dated, \_\_\_\_\_. You are advised that certain action took place today at \_\_\_\_\_. This action was unauthorized by both the Local and International Union."*

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

It is agreed that an authorized officer of Local 652 and/or the International Union shall sign the notice above referred to.

### **ARTICLE 43 CHECK-OFF**

#### **Section 1**

Avancez, on the Union's behalf shall deduct dues from a Team Member's earnings at a sum equal to two and half (2.5) hours straight time pay and will be based upon the Team Member's hourly wage rate, but excluding all other premiums for the job classification of record held by the Team Member during the pay period to which the deductions apply. Additionally, 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 each Team Member shall furnish Avancez with written authorization to make such deduction. In the event a Team Member chooses to cancel authorizations for check-off, Team Members must declare with Union prior to payroll being processed.

#### **Section 2**

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 has furnished Avancez with the authorization.

#### **Section 3**

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**

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) of dues, initiation fees or contributions withheld not later than the end of that month. If Avancez fails to check off dues, initiation fees or

contributions, the proper deduction will be made from the Team Member's check for the payroll period in which notice is given to Avancez.

### **Section 5**

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

## **ARTICLE 44 BULLETIN BOARDS**

### **Section 1 Provide 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.

A separate bulletin board will be available for Team Members to use for posting community events and like items.

### **Section 2 Bulletin Board Locks**

The Union has the right to change the locks on all Union bulletin boards at the Union's expense. Avancez will provide a Union board to match the one that is in the break room that Avancez uses for their postings.

## **ARTICLE 45 VENDOR REVIEW PROCESS**

Avancez will maintain space for vending services in the cafeteria. The Union will provide vending service for Team Members to use through local vending contractors. The decision to choose this vendor will be a mutually agreed upon decision between the Union and Avancez. The union will oversee all vending operations and will ensure that prices and the quality of products are to meet all FDA standards. Also a commission to the Union Unit Fund will be provided by the vendor as agreed to in the past. This fund will be used to support Union functions and said account will be governed by Local 652, Region 1D.

## **ARTICLE 46 DURATION**

### **Section 1 Term**

This Agreement shall remain in force from January 31, 2020, through March 14, 2024 and thereafter for successive periods of one (1) year thereafter unless either party terminates it as set forth below.

**Section 2 Amendment 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 seventy two (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.

**ARTICLE 47 SUCCESSOR AND ASSIGNS**

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

**ARTICLE 48 RATIFICATION**

No provision of this agreement shall be retroactive unless otherwise specifically stated.

This Agreement supersedes all other Agreements.

This Agreement is subject to written notice of ratification by the Union to be given to Avancez no later than January 31, 2020. After such notice of ratification is received by Avancez from the Union, this Agreement will be effective as of the date below.

The parties have caused this Agreement to be executed by their duly authorized representatives on this 31<sup>st</sup> day of January 2020.

**UAW, Region 1D & its Local 652**

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Robert Jacobson  
Avancez Lansing Chairperson

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Douglas Elders  
Avancez Lansing Committeeperson

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Jerome Pierpoint  
Avancez Lansing Committeeperson

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Ben Frantz  
Vice President, UAW Local 652

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Mike DiCosola  
International Rep, UAW Region 1D

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Steve Dawes  
Director, UAW Region 1D

**Avancez - Lansing**

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Gerard Stanaway  
Plant Manager

---

Ric Winkler  
Operations Manager

---

Salena Woodman  
Human Resources Manager

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Andrea Bouchard  
Labor Relations Manager