

# **Janitorial Services Collective Bargaining Agreement**

**Between**

**DFM AUTOMOTIVE**



**And**

**International Union, United Automobile, Aerospace and  
Agricultural Implement Workers of America (UAW), and  
its affiliate Locals**



**For Ford Motor Company Plants**

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## **Introduction**

The management of DFM Automotive and the United Automobile, Aerospace and Agriculture Implementation Workers of America (UAW), International Union, recognizes that they must effectively function as a team to prosper in today's globally competitive marketplace.

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

## **Preface**

DFM Automotive and the United Automobile, Aerospace and Agriculture Implementation Workers of America (UAW), International Union, recognize their respective responsibilities under federal, state, and local laws relating to the legal principles of equal opportunity in employment practices.

## **Article 1: Agreement**

This Agreement is entered into by and between DFM Automotive, (that performs janitorial cleaning services for Ford Motor Company) and the United Automobile, Aerospace, and Agriculture Implementation Workers of America (UAW), International Union.

For the purpose of definition, the “Company,” or “DFM” refers to DFM Automotive and the Union refers to the United Automobile, Aerospace and Agriculture Implementation Workers (UAW) International Union, UAW, unit members and Bargaining Committee.

**Article 2: Union Recognition:**

The Company recognizes the International Union, United Automobile, Aerospace and Agricultural Implementation Workers of America as the sole and exclusive collective bargaining agent for employees included in Article 7: Classifications, in the bargaining unit (s) described below, but excluding confidential employees, salaried employees, clerical employees and supervisors as defined by the Act.

Van Dyke Plant  
41111 Van Dyke  
Sterling Heights, MI 48313

Rawsonville Plant  
10300 Textile Rd.  
Ypsilanti, MI 48197

Sterling Plant  
39000 Mound Road  
Sterling Heights, MI 48310

Woodhaven Stamping Plant  
20900 West Rd.  
Woodhaven Michigan

Buffalo stamping Plant  
S-3663 Lake Shore Rd.  
Buffalo, NY 14219

Chicago Stamping Plant  
1000 E. Lincoln Highway  
Chicago Heights, IL 60411

This Agreement shall also apply to all other Ford locations in which DFM Automotive, or any wholly owned subsidiary, is contracted to provide janitorial/cleaning when the Union demonstrates that it has the majority support from employees at those locations.

### **Article 3: Employment Probationary Period**

New employees will be considered as being on probation for the first ninety (90) calendar days from the date of last hire. Such employees are at will and subject to discharge during the probationary period. However, any claim by a probationary employee that their discharge or lay off after (30) days of employment is not for cause, or any claim of discrimination in connection with the employee's discharge or lay off may be taken up through the grievance procedure.

Employees will enjoy seniority status upon completion of the probationary period.



## **Article 4: Check Off**

### **Section 1 – Union Dues**

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

During the life of this agreement, the Company agrees to deduct Union Membership dues levied by the International Union, UAW or Local Union in accordance with the Constitution and Bylaws of the Union, from the pay of each employee who executes or has voluntarily executed an “Authorization for Check Off of Dues” form furnished by the Union.

Employees who work more than forty (40) hours in a calendar month will be required to meet requirements of a full time employee for the purpose of initiation fees and dues

### **Section 2 - VCAP**

In addition, the Company agrees to deduct from each employee’s payroll, where pre-approval is given in writing, the amount designated by the employee for political action (V-CAP) and transfer the total said amount to the designated Local Union representing the location on a monthly basis and will be paid within ten (10) working days of the date of the payroll.

DFM Automotive will provide payroll deduction for its employees who desire to participate in the (V-CAP) deductions from their paycheck, providing the employee executes the appropriate authorization on forms furnished by the Union. The Company will forward the amount deducted and a corresponding data file to the National Ford Department.

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

## **Article 5: Management Rights**

### **Section 1**

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

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

### **Section 2: Management Responsibilities**

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

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

### **Section 3: Union Responsibilities**

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

### **Section 4: Employee Responsibilities**

All employees shall have the following responsibilities:

- Meet reasonable industrial goals and schedules
- Work within reasonable Company guidelines
- Respect the individual rights of others
- Abide by reasonable standards of conduct and maintain acceptable attendance
- Promote continuous improvement by looking for opportunities to make the company more efficient

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

## **Article 6: Seniority**

### **Section 1**

Seniority is defined as the length of continuous service with the Company and is accrued upon completion of the probationary period as defined in Article 3: Probationary Period. In the event more than one employee has the same seniority date, the employee whose social security number has the lowest last four (4) digits will be considered to have the greatest seniority.

Seniority is applied to the following:

- Vacation eligibility
- Permanent Job Bids
- Overtime
- Layoffs

### **Section 2: Layoffs**

- In the event of a layoff projected not to exceed thirty (30) workdays, volunteers will be solicited and will be given priority. In the event there are not enough volunteers, members may be laid off by classification and shift by order of seniority, low seniority first.

Employees will remain in their classification and shift by order of seniority.

- After a two (2) week period, Management will review with the Union the status of the layoff. If projected to go beyond thirty (30) days, then joint discussions will be held to review a transition plan to manage the ongoing lay-off.
- In the event of a layoff projected to exceed thirty (30) work days, members will be laid off by order of seniority, low seniority first. For the purpose of indefinite layoffs only, health care coverage will continue until the end of the month in which the layoff began.

- In the event of any layoff, the process for securing volunteers will be determined by the Company and the Bargaining Committee.
- The Company will provide the required training to enable all employees to perform all aspects of the jobs safely and efficiently.

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

### **Section 3: Reduction Rights**

In the event of a reduction in force, the following procedure shall be utilized for employees in the classifications designated in the Collective Bargaining Agreement. The concept of high seniority bumps low seniority will be used; an employee shall exercise seniority against the employee with the least seniority in the following order:

- 1) Shift and Classification
- 2) Bargaining Unit

### **Section 4: Recalls**

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

### **Section 5**

Seniority will be broken when:

- An employee is discharged for cause
- An employee voluntarily quits

- An employee is absent for three (3) regular scheduled consecutive working days without notification
- An employee fails to report to work within five (5) days of notification of recall from layoff by personal contact and/or certified mail unless otherwise agreed to by Management and the Unit Chairperson, Steward or Designee
- An employee is on lay off for one (1) year or their length of service, whichever is greater.

## **Article 7: Classifications**

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

### **Classification I**

General Cleaner

### **Classification II**

General Cleaner Leader

### **Classification III**

Paint Shop Cleaning Technician

The parties agree to negotiate rates and classifications for any work creating permanent Bargaining Unit positions not covered by this agreement.

Basic job duties within the classifications are described as follows:

#### **Classification I - General Cleaner**

Performs custodial work in offices, industrial areas, and other incidental tasks.

#### **Classification II – General Cleaner Leader**

Performs custodial work in offices, industrial areas and facilitates the overall functioning of their assigned shifts. Fill in when extra help is needed due to start up, absenteeism, employee training, or other issues

#### **Classification III - Paint Shop Cleaning Technician**

Performs general industrial paint shop cleaning including, but not limited to, operating water blast equipment, CO2 cleaning and grate removal and replacement.

## **Article 8: Job Postings**

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

- 1) At the time a job opening occurs, management will use its best efforts to determine whether the opening is temporary or permanent based on the estimated length of time required to fulfill the job requirements.
- 2) Job openings will be filled based on the following procedures. The Union and Management will meet to discuss the duration of temporary openings for the following conditions.

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

#### **Less than Thirty (30) days**

Temporary assignments less than thirty (30) days will be made at Management's discretion

### **Section 3: Temporary Assignments**

#### **Thirty (30) days up to Ninety (90) days**

- 1) Openings will be posted for seven (7) days
- 2) The job opening will be awarded to the employee with the greatest seniority provided they can perform the job.
- 3) Employees will be given the required training necessary to perform the job.
- 4) In the event the employee decides they do not want to perform the job, the employee will be returned to their previous department, classification and shift and will be restricted from bidding on other temporary job openings for ninety (90) days
- 5) Employees awarded temporary jobs through the posting process will not be restricted from bidding on a permanent job opening.
- 6) Employees transferring to a temporary job with a higher rate of pay will receive the rate of pay for the temporary job beginning on the first day on the job and ending on the last day on the job, including the appropriate shift premium.
- 7) Employees transferring to a temporary job with a lower rate of pay will retain their current rate of pay, including the appropriate shift premium.



- 8) Upon completion of the temporary job assignment, the employee(s) will be returned to their previous classification and shift.
- 9) Secondary openings created by filling a job posting will be back-filled by temporary assignment at Management's discretion.

#### **Section 4: Permanent Jobs**

Permanent job openings for jobs projected to last over ninety (90) days will be filled through a posting and bid process within thirty (30) days.

- 1) Primary openings will be posted for seven (7) days
- 2) Postings for job openings will be posted and will include the following information:
  - Department
  - Classification
  - Rate of pay
  - Shift
  - Schedule
  - Number of openings
  - Description of job duties
- 3) The job will be awarded to the employee with the greatest seniority provided they can perform the job.
- 4) Employees will be provided the required training necessary to perform the job.
- 5) The employee and management will have an evaluation period of ten (10) working days to review the candidate's job performance and interest in performing the job.
- 6) In the event management determines the employee cannot perform the job, the employee will be sent back to their previous job assignment and shift and will not be restricted from bidding on other job postings.
- 7) In the event the employee decides they do not want to perform the job, the employee will be returned to their previous job assignment and shift and will be restricted from bidding on other job postings for six (6) months from the date of the original job award.
- 8) During the time required to fill the job openings, the job may be filled through a temporary assignment.

- 9) Secondary openings created by filling primary openings will be filled by temporary assignment until the secondary opening can be filled through the posting process.
- 10) The term “department” is not applicable to the DFM Automotive Agreement.

## **Article 9: Strikes, Stoppages and Lockouts**

The parties to this agreement recognize the importance of providing Ford Motor Company uninterrupted, quality service. During the term of this agreement as per Article 25, no employee(s) will call, instigate or participate in any strike, sympathy strike, sit down, stay in, walkout, slowdown, stoppage, picketing or willful interference with work or receipt of shipment of materials and supplies against the Company or Ford Motor Company. In addition, the Company will not lockout the employees.

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

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

However, it shall not be a violation of this agreement and it shall not be cause for disciplinary action if any employee honors an authorized picket line of UAW represented employees who are involved in a labor dispute at Ford Motor Company.

## **Article 10: Grievance Procedure**

There is a four (4) step process which is the avenue to resolve disputes arising from the interpretation or application of the provisions in this agreement. The last of these steps involves final and binding arbitration.

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

**Step (1)** If the dispute is not resolved, the employee has seven (7) regularly scheduled days from the date at which the employee is otherwise aware of the violation to file the grievance or the matter will be considered closed. The matter reduced to writing must state the specific charge cited and be signed by the Union Representative and the grievant on a form provided by the local union and presented to the immediate supervisor. Management will provide a written response within seven (7) regularly scheduled workdays of receipt of the grievance.

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

**Step (3)** A meeting among Company Representatives, the International Union Servicing Representative, Chairperson/Steward and Local Union President to discuss the grievance will be held within thirty (30) days from the disposition of the grievance at Step Two (2). If the grievance is not resolved, the Company will give the Union a written disposition within seven (7) working days of the Step Three (3) meeting. The Regional International Representative will determine if the grievance should be advanced to the National Ford Department for arbitration.

- a) Time to Appeal to National Ford Department: Notice of appeal will be given within one (1) month from the date of receipt of Company's Step (3) disposition to the Union.
- b) Notice of Appeal – To Whom Given: Such notice will be given the Company's National Human Resource Department from the Union's Regional International Representative and to the National Ford Department.

- c) Withdrawal or Settlement after an Appeal: The National Ford Department is authorized to withdraw or settle with the Company any grievance appealed by the Union to Arbitration at any time before it is heard by an Arbitrator.

All grievances filed for a discharge or termination of an employee will be filed in Step Three (3) of the grievance procedure.

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

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

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

### **Reinstatement of Grievances**

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

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

## **Article 11: Union Activity**

The Company will not deny any representative of the Union who is fulfilling the duty of administering this agreement an opportunity to confer with a manager, another Union representative and / or employee. Upon an employee's request, the Unit Chairperson/Steward will be present at investigative meetings between Management and employee(s).

The Unit Chairperson/Steward will be allowed reasonable time to conduct Union activities and will be paid the appropriate rate of pay for any hours worked above the scheduled shift with prior approval of Management.

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

### **Section 1: Representation Structure**

- (a) In a unit with up to 75 employees with a single shift operating pattern, there will be one part-time Chairperson/Steward.
- (b) In a unit with 76 to 199 employees with a single shift operating pattern, there will be one (1) Chairperson and one (1) Steward. The Chairperson will have the right to devote his/her full time to his/her duties required in the administration of this agreement. The Steward will be on a part-time basis and will be allowed up to eight (8) hours per week for Union business if needed. It is understood that the Chairperson is the primary representative responsible for the administration of the agreement and the part-time Steward will be utilized only if the Union business work load mandates.
- (c) In a unit with less than 76 employees with a multiple shift operation, there will be a part-time Steward on each shift. The part-time Steward will be allowed up to eight (8) hours per week for Union business.
- (d) In a unit with a multiple shift operation, there will be a full time steward when the shift population reaches 76 employees. An additional full time Steward will be added when the shift population reaches 200. An additional Steward will be added for every 200 employees thereafter.

A full time Chairperson/Steward will have the right to devote his/her full time to his/her duties required in the administration of this agreement.

The part-time Steward(s) will have the right to devote up to eight (8) hours per week for Union business. If additional time is needed for Union business, the Steward may request to their supervisor for consideration of additional time.

All hours worked for Union business required in the administration of this agreement will be paid at the appropriate rate of pay. Hours worked above what is specifically stated in this agreement must have prior approval of Management.

## **Section 2: Alternates**

When the Unit Chairperson and/or Steward is absent from the plant, the Company will recognize an alternate Union Representative as designated by the Chairperson/Steward of the Unit Committee. The parties agree that when the Unit Chairperson/Steward is released to perform Union business during his/her regularly scheduled shift, the company has the right to redistribute the work assignment.

## **Article 12: Workweek and Relief**

### **Section 1**

The workweek will be defined as such:

- (a) Four (4) days within a seven (7) day period consisting of ten (10) hours per day inclusive of two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period
- (b) Five (5) days within a seven (7) day period consisting of eight (8) hours per day inclusive of two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period
- (c) The Company will make every attempt to provide consecutive days off whenever practical

Any shift schedule changes will be reviewed with the Union prior to implementation. In the event that shift schedule changes are required, the Company will make every effort to provide fourteen (14) days notice prior to the new shift schedule going into effect.

In the event a new alternative work schedule is required, the Company will meet with the Local Union to negotiate the details of the new alternative work schedule.

### **Section 2**

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



### **Article 13: Overtime Premiums**

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

- All hours in excess of forty (40) hours worked in a normal workweek will be paid at one and one-half (1 ½) times the regular hourly rate of pay
- All hours worked in excess of the regularly scheduled shift (i.e., eight (8) or ten (10) hours) will be paid at one and one-half (1 ½) times the regular hourly rate of pay
- All hours worked on the seventh day of the employee's normal work week will be paid at two (2) times the regular hourly rate of pay.
- All hours worked on a holiday as specified in Article 15 of this agreement will be paid at two (2) times the regular hourly rate of pay in addition to the holiday pay
- Overtime or premiums provided under any provision of this agreement shall not be duplicated. (i.e., in case certain hours worked are covered under two premium provisions in this contract, pay shall be computed under each premium and the greater amount only shall be paid)

It is the Company's intent, if an employee reports to work as scheduled and sufficient work does not exist, the employee will be paid for one-half (1/2) of their regular scheduled shift. If the employee volunteers to leave early, the employee will only be paid for actual hours worked.

This provision shall not apply when the lack of work is due to a labor dispute, fire or flood.

## **Article 14: Overtime**

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

1. Employees will be awarded daily overtime by order of low to high overtime hours worked or refused within their classification and shift.
2. The Company will notify employees of daily overtime at least two (2) hours prior to the end of their shift or as soon as the need for the overtime is known.
3. In the event the overtime canvass fails to secure the required manpower, the employee (s) with the least seniority in the classification on the shift will be required to work.
4. If an employee accepts daily overtime and later elects to refuse the overtime, the employee must notify the supervisor at least two (2) hours prior to the end of their regular scheduled shift.

If an employee accepts daily overtime and later elects to refuse the overtime and fails to notify the supervisor two (2) hours prior to the end of their regular scheduled shift, the employee will be charged two (2) times the overtime hours that the employee would have been paid if they had worked. (This is for tracking overtime hours worked or refused for equalization purposes only)

### **Section 2: Scheduled Overtime**

The following process will be utilized for scheduled overtime:

1. On each Monday, Management will post overtime sign-up sheets for each classification regardless of shift.
2. Management will poll from the department overtime signup sheet first.
3. When an employee is absent for their regular scheduled shift in a week that overtime exists, that employee will be polled and will be charged the overtime hours as if they had worked
4. Employees will be awarded overtime by order of low to high overtime hours worked or refused within their classification and shift.

5. Management will notify employees of scheduled overtime at least twenty four (24) hours prior to the beginning of the overtime period or as soon as the need for overtime is known.
6. Management will poll the employees that are at work to fill the overtime needs.
7. In the event the process fails to secure the required manpower, employees with the least seniority in the classification on the shift will be required to work.
8. Management will attempt to equalize overtime on all shifts within the classification subject to operational needs.
9. The Company agrees to provide training and qualifying opportunities for employees to be capable of performing all aspects of the services being provided for Ford Motor Company.

### **Section 3: Holiday and Weekend Overtime**

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

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

1. The maximum number of hours an employee could be mandated to work is an additional one-half (1/2) of their regular scheduled shift.
2. Volunteers can work more than the one-half (1/2) shift limitation, however employees who work a double shift will be given the same relief breaks as that shift's normal allotment.

3. Employees will be granted a paid fifteen (15) minute break when the overtime scheduled is not expected to exceed half of their regularly scheduled shift. This fifteen (15) minute break will be provided within the first hour of the overtime period.
4. Employees will be granted a paid thirty (30) minute break when the overtime period is expected to exceed one-half (1/2) of their regularly schedule shift. This thirty (30) minute break must be provided within the first two (2) hours of the overtime period.
5. Employees scheduled to work overtime may be granted their applicable fifteen (15) or thirty (30) minute break during the last hour of their regularly scheduled shift.
6. If repeated mandated overtime occurs, at the Union's request, the parties will discuss and jointly agree to alternatives to minimize the mandatory overtime.
7. Employees who have volunteered or been mandated for at least a half shift will not be subject to an additional half shift mandate if there is another employee on the shift to perform the overtime. Such employee will be selected in line with their seniority.

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

1. When an employee is contacted for overtime opportunities and declines, the hours will be charged to the record on the basis of hours the employee would have been paid had the employee worked, provided that the overtime is not cancelled. If cancelled, no hours will be charged.
2. Employees who accept overtime and fail to report to work for the overtime will be charged two (2) times the hours the employee would have been paid had the employee worked. In addition, the absence will be subject to the Attendance Policy procedures.
3. New employees and / or transferred employees will be placed on the overtime equalization list with hours equal to the average hours in the group.

4. If there is a need to call an employee at home for an overtime opportunity, the Company must make direct contact with the employee. If the Company fails to make direct contact with the employee, the employee has no rights to the overtime offered and is not charged as an overtime refusal.
5. Should more than one employee have the same number of overtime hours on the equalization list, the employee with the highest seniority will be offered the overtime opportunity first.
6. Overtime records will be maintained by classification and shift. The overtime hours' list will be posted by the first half of the shift on Tuesday of each week in each area.
7. The current week's equalization list will be used to poll for the following week's overtime.
8. Liability is limited to employees in the classification on the shift based on the equalization list.
9. Hours on all overtime equalization lists will be reduced to zero on the Monday prior to the first day of the New Year and overtime eligibility will be determined by seniority within the classification by shift for the first week of the New Year.
10. Any overtime hours paid through the grievance procedure will be charged to the affected employee's equalization list as if the employee had worked.

## **Article 15: Holidays**

All holidays will be observed on the same day as Ford Motor Company.

Employees with seniority will be granted the following paid holidays:

- Federal Election Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Good Friday
- Monday after Easter (observed the same as Ford)
- Memorial Day
- Independence Day
- Labor Day

Holiday pay will be paid at the employee's regular straight time rate of pay as per Article 12: Workweek and Relief, including all differential received by the employee and will be all-inclusive towards forty (40) hours for the workweek. In the event the holiday falls outside the employee's regularly scheduled workweek, the employee will be paid eight (8) hours for the holiday. However, the eight (8) hours will not be credited towards satisfaction of the forty (40) hour working week.

Examples:

The employee regular workweek is Monday through Thursday and the scheduled-days-off are Friday, Saturday and Sunday.

- the employee will receive eight (8) hours pay if a paid-holiday falls on Friday
- the employee will receive ten (10) hours pay if a paid-holiday falls on Monday, Tuesday, Wednesday or Thursday

The employee regular workweek is Tuesday through Friday and the scheduled-days-off are Monday, Saturday and Sunday.

- the employee will receive eight (8) hours pay if a paid-holiday falls on Monday
- the employee will receive ten (10) hours pay if a paid-holiday falls on Tuesday, Wednesday, Thursday or Friday

The employee regular workweek is Wednesday through Saturday and scheduled-days-off are Monday Tuesday and Sunday.

- the employee will receive eight (8) hours pay if a paid-holiday falls on Monday or Tuesday
- the employee will receive ten (10) hours pay if a paid-holiday falls on Wednesday, Thursday or Friday

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

Employees who work on a designated holiday, and are otherwise eligible for holiday pay, may request that the entitled paid holiday hours be banked, and those hours can be taken off at a later date in lieu of receiving the holiday pay. The day schedule off at a later date is a paid day off.

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

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

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

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

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



## **Article 16: Vacations**

Employees become eligible for paid vacation upon obtaining seniority by completing ninety (90) days of probation as defined in Article 3: Probationary Period. Vacation entitlement is based on seniority as follows:

### **Years of Service**

### **Vacation Entitlement**

Ninety (90) days but less than one (1) year	Twenty (20) hours
One (1) but less than three (3) years	Forty (40) hours
Three (3) but less than Five (5) years	Eighty (80) hours
Five (5) but less than Ten (10) years	One hundred (100) hours
Ten (10) but less than Fifteen (15) years	One-hundred twenty (120) hours
Fifteen (15) or more years	One-hundred sixty (160) hours

In addition to the probationary period requirements set forth above, an employee must earn vacation by being actively at work, excluding absences protected by FMLA, short term disability not to exceed ninety (90) days and workers' compensation leave.

In the event an employee works less than twelve (12) months during the January 1 through December 31 calendar year, the employee will receive pro rata vacation based upon actual months worked. Specifically, an employee must work a minimum of forty (40) hours, including vacation and holidays, in a month for the month to count toward vacation earned. The employee will accrue one-twelfth (1/12) of their annual vacation allotment for each qualified work month.

Employees can use vacation days in advance of accrual. However, if the employee uses a vacation day(s) in advance and subsequently terminates their employment before there are sufficient accruals to cover the advanced vacation; the employee shall reimburse the Company for the advance vacation day(s).

Employees on Long Term Disability:

Vacation time will not accrue when an employee is receiving Long Term Disability Benefits.

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

1. December 1<sup>st</sup> through December 31<sup>st</sup> of each year for the vacation period for the next calendar year; a schedule will be

routed in order of seniority by classification and shift so that employees may request vacation time off.

2. Employees must indicate their first, second and third choices for vacation time off in writing.
3. Plant seniority among employees will determine approval.
4. Approvals will be decided and posted no later than January 15<sup>th</sup> of the vacation year.
5. Any employee not applying for vacation in accordance with the preceding cutoff date will only be approved on a first come, first serve basis for vacation openings not already filled by employees that followed the process. If two or more employees request vacation at the same time, seniority will prevail. Management will approve or disapprove vacation requests within twenty-four (24) hours of receipt.
6. Both parties encourage employees to enjoy time off for vacation.

A maximum of forty (40) vacation hours per year may be rolled over from one calendar year to the next. However, if a scheduled vacation is not granted for operational reasons, the employee may schedule a vacation for a later time during the year or carry the unused vacation hours into the following year. If necessary, the forty (40) hour maximum will be waived.

7. Once approved the vacation time can only be cancelled by the employee.
8. A maximum of ten percent (10%) of the employees by shift and classification will be allowed to schedule vacation for the same weeks or days.

Additional employees may be granted vacation with the approval of Management and consistent with operational needs. Management will inform the Unit Chairperson/Steward as these conditions occur. Vacations during shutdowns and model change periods will be granted as agreed by both parties.

In addition, vacation time may be granted in half shift or daily increments upon approval by Management.

In the event of termination of employment after ninety (90) days of employment, the employee will be paid for any earned unused vacation hours.

In the event of death, the employee's estate will receive the pay for the unused vacation hours.

In the event of an emergency, seniority employees will be eligible to use up to sixteen (16) hours per calendar quarter not to exceed forty-eight (48) hours of their total vacation days allotted as emergency vacation (E-VAC) days off, as follows:

- E-VAC days will be granted in daily increments.
- Employees using E-VAC days will not be subject to the Attendance Policy.
- The E-VAC program will not be available for use the scheduled workday before a holiday or the scheduled workday after a holiday.

## **Article 17: Leaves**

### **Personal Leaves**

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

### **Family Medical Leave**

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

### **Military Leave**

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

### **Union Leave**

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

### **Education Leave**

Employee(s) who are enrolled in college, trade schools or GED Equivalency courses that conflict with an employee's work schedule may be given required time off as unpaid to support their continuation of higher education goals. All education leaves will be unpaid and supporting documentation will be required prior to such leave being approved. Approvals will be made by Management

based on operational needs.

### **Leaves of Absences and Healthcare Benefits**

The healthcare benefits of a seniority employee who request and is granted a Personal, Military or Education leave of absence will continue for thirty (30) calendar days following the effective date of the leave. Similarly, the healthcare benefits of an employee who have exhausted FMLA and requests a Personal Leave will likewise continue for thirty (30) calendar days following the effective date of the leave.

### **Other Provisions**

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

1. Classification and shift
2. Classification
3. Bargaining Unit

### **Article 18: Jury Duty**

Employees will promptly notify Management upon receipt of a jury summons. Absences due to being summoned for either jury selection or jury duty will be approved. DFM Automotive will compensate employees for that absence as if they had worked on a straight time basis. All pay received for jury duty, excluding travel pay, must be delivered to the employee's supervisor. The supervisor will make a photo copy of the employee's jury check, sign and date the photo copy, and return it to the employee. The employee should retain the photo copy for their verification.

**Article 19: Bereavement**

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

<u>Family Member</u>	<u>Bereavement Days</u>
Spouse	Five (5)
Parent	Five (5)
Child	Five (5)
Grandparent	Three (3)
Grandchild	Three (3)
Stepparent	Three (3)
Stepchild	Three (3)
Brother	Three (5)
Sister	Three (5)
Brother in Law	Three (3)
Sister in Law	Three (3)
Current Spouse's Parent	Three (3)

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

## **Article 20: Insurance**

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

### **Policy Controlling**

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

### **Change Carriers**

All plan designs, coverage levels and carriers will remain the same for the duration of this agreement. If during the term of this agreement, the Company receives notification of a Health Insurance Premium increase that exceeds twelve percent (12%), the parties agree to do a joint study on different carriers to identify potential cost reductions.

### **Government Mandated Health Care**

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



## **Article 21: General Provisions**

### **Non Discrimination**

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

### **Bargaining Unit Work**

Work normally performed by employees of the Bargaining Unit will not be performed by non-bargaining unit employees except in the cases where a non-bargaining unit employee is instructing, training, or emergencies.

### **Management Positions**

Seniority employees who take a Management position will maintain all seniority rights under this agreement for ninety (90) days after date of hire into the Management position.

After ninety (90) days in the Management position, that person would not be eligible to return to the bargaining unit except as provided for in Article 3: Employment Probationary Period.

### **New Hire Orientation Program**

All new permanent employees will participate in a joint Company/Union orientation program. During the orientation program, the Union may use up to two (2) hours to present Union awareness training. The company will provide Collective Bargaining Agreements for new hires.

### **On- the-Job Injuries**

Employees injured on the job will be paid for the time spent receiving medical treatment on the day of the injury. In addition, the Company will pay regular wages for subsequent treatments specified by the doctor for that injury if scheduled during the employee's normal working hours. Employees who use their own transportation will be reimbursed at the appropriate mileage rate.

### **One Supervisor Concept**

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

### **Joint Activities**

The parties recognize the untapped potential benefits to the customer, employees and Company if a cooperative relationship is established. The parties agree to research the possibilities in creating study teams where needed to address issues such as staffing studies, safety, training, scheduling changes, establishing the team concept and other important matters. These study teams may include pilots or trial projects to determine the reasonableness of the resolution.

### **Sourcing**

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

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

## **Article 22: Separability**

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

### **Article 23: Term on Agreement**

This agreement will remain in effect from February 16, 2020 through February 16, 2024 unless either party exercises the provisions under Article 24: Procedure to Modify the Agreement or the contract between DFM Automotive and Ford Motor Company is terminated.

## **Article 24: Procedure to Modify the Agreement**

In order to modify or terminate this agreement, the party seeking such changes must give written notice to the other party of its intention to seek modification or termination of this agreement at least sixty (60) days prior to the date this agreement would otherwise expire. Failure to provide such notice will convert this agreement into a year to year contract with a sixty (60) day notice being required before this agreement can be modified or terminated.

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

### **Article 25: Successor Clause**

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

## **Article 26: Safety and Health**

The Company will make reasonable provisions for health and safety of its employees. The Company and the Union agree to jointly cooperate to the fullest extent in the promotion of the safety and maintenance of safe working conditions and practices. It is the responsibility of Management and all employees to observe safety and health rules. The Union and the Company will establish a Joint Safety and Health Committee consisting of up to four (4) representatives from both the Union and the Company equally which will be responsible to review existing safety and health policies and for developing a set of goals that promote the safety and health objectives of the Union and Company as noted above. This committee will meet monthly or as needed as agreed to by the parties.

## **Article 27: Leaders**

### **Leader Duties**

Leaders shall facilitate the overall functioning of their assigned shifts. The leader is required to fill in when extra help is needed due to a startup, absenteeism, employee training or other issues. Leaders are not to dispense or recommend disciplinary action involving hourly employees.

### **Leader Selection**

- (a) Openings for leader positions shall be posted on the bulletin board. The postings will include specific qualifications for the position. All interested employees may apply for the position.
- (b) Qualifications for the position will include, but not limited to job performance, attendance, and disciplinary record and prior leadership experience.
- (c) From the applications submitted, the Company will select a qualified candidate. The Company shall review all applications with the Union prior to selection and the Union's input shall be considered. Seniority shall be the determining factor when there are equally qualified applicants.
- (d) This selection system shall not apply to leaders in their position as of the date of this agreement.
- (e) The Company may remove a leader for inability to perform the job or unsatisfactory job performance. Such demotions will be preceded by warnings and supported by documentation detailing the unacceptable performance.

The opening created by the removal of a leader shall be filled in accordance with the provisions of the subsections.



## **ARTICLE 28: DISCIPLINE and DISCHARGE**

**SECTION 1.** Employees directed by the company to attend a formal disciplinary meeting may request to be accompanied by a Union committee person. An employee being discharged or disciplined shall be given the opportunity to meet with his shift committee person or the plant chairperson in a private area upon request, designated by the Company for a reasonable period of time prior to commencement of the discharge or discipline. The Company and the Union recognize that situations may occur which justify the immediate suspension of an employee pending further investigation and that this section shall not apply to those situations.

**SECTION 2.** When the employee or Committeeperson is not available for meeting under Section 1, the Company will advise the plant Chairperson or Committeeperson of the suspension or discharge as soon as possible.

**SECTION 3.** When imposing discipline for an attendance violation, management will not take into account any infraction(s) that occurred prior to the twelve (12) month period of active employment, immediately preceding the current charge.

When imposing discipline for general and safety violations, management will not take into account any infraction(s) that occurred prior to the eighteen (18) month period of active employment, immediately preceding the current charge.

**SECTION 4** The Company agrees that it will render any disciplinary actions in a timely fashion and in consecutive days. The Company agrees that for minor disciplinary infractions it will endeavor to render the discipline with five (5) working days of its knowledge of the infraction.

## Attachment A – Benefits

The Company will make available the following insurance benefits, to employees covered by this Agreement upon completion of their probationary period as defined in Article 3. It shall be the responsibility of the employees to properly and promptly complete all necessary enrollment cards.

<b>Employee Pays:</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Deductible</b>	Single - \$500 Family - \$1000	Single - \$1500 Family - \$3000
<b>Coinsurance</b>	10% - after deductible most services	50% - after deductible most services
<b>Annual Coinsurance Maximum</b>	Single - \$1000 Family - \$2000	Single - \$4000 Family - \$8000
<b>Annual out of Pocket Maximum</b>	Single - \$1500 Family - \$3000	Single - \$5500 Family - \$11000
<b>Lifetime Dollar Maximum</b>	None	None
<b>Preventive Care Services (limitations may apply)</b>	0% (no deductible or copay)	Not Covered
<b>Physician Office Visits</b>	\$20 copay	50% - after deductible
<b>Online Visit</b>	\$10 copay	N/A
<b>Specialist Visits</b>	\$20 copay	50% - after deductible
<b>Urgent Care Visits</b>	\$20 copay	50% - after deductible
<b>Emergency Room Visits</b>	\$100 copay (waived if admitted or for an accidental injury)	\$100 copay (waived if admitted or for an accidental injury)
<b>Ambulance Services</b>	10% - after deductible	10% - after deductible
<b>Home Care Services</b>	10% - after deductible	50% - after deductible
<b>Diagnostic Services</b>	10% - after deductible	50% - after deductible
<b>Prenatal and Postnatal Care</b>	0% (no deductible or copay)	50% - after deductible
<b>Delivery and Nursery Care</b>	10% - after deductible	50% - after deductible
<b>Hospital Care</b>	10% - after deductible	50% - after deductible
<b>Skilled Nursing</b>	10% - after deductible	50% - after deductible
<b>Hospice Care</b>	0% (no deductible or copay)	0% (no deductible or copay)
<b>Outpatient Facility Services</b>	10% - after deductible	50% - after deductible
<b>Specified Human Organ Transplants</b>	0% (no deductible or copay)	0% (no deductible or copay)
<b>Kidney and Cornea Transplants</b>	10% - after deductible	50% - after deductible
<b>Mental Health and Substance Abuse</b>	10% - after deductible	50% - after deductible

<b>Chiropractic Care</b>		\$20 copay limited to a combined max. of 24 visits per year	50% - after deductible
<b>Outpatient Physical, Speech and Occupational Therapy</b>		10% - after deductible	50% - after deductible
<b>DME, Prosthetic and Orthotic Appliances</b>		10% - after deductible	10% - after deductible
<b>RX Copays</b>			
Generic		\$10	Not Covered
Brand Formulary		\$20	
Brand non-Formulary		\$40	
<b>Mail Order-90 day supply</b>			
Generic			\$20
Brand Formulary			\$40
Brand non-Formulary			\$60

Medical insurance for the employee and their immediate family; the plan provisions will apply

1. Prescription safety glasses will be provided up to \$175.00 every two (2) years
2. Short term disability insurance: 65% of base pay
3. Dental insurance for the employee and family: changes include the elimination of the dental deductible
4. Long term disability: 60% of base pay
5. Employee Assistance Program
6. Vision Plan: changes include no co-pay and coverage of up to \$150 for frames and lenses or contact lenses

**Schedule of Life Insurance Benefits**

	<u>Life Insurance</u>	<u>AD&amp;D</u>
All seniority employees	\$50,000	\$50,000

**Optional Insurance**

Optional life insurance will be available at the expense of the employee.

### **401 (k) Plan**

The company agrees to offer to all permanent employees with seniority the opportunity to participate in a 401(k) Plan with a Company match of 60 % of the first 4% of an employee's contribution, in accordance with the plan provisions.

**ATTACHMENT B – WAGES**

Classification increases are effective the first pay period following ratification of this Agreement

<b>Classification I</b>	
<b>General Cleaner</b>	<b>Current</b>
1 to 90 days	\$12.00
After 90 days	\$13.50
After 12 months	\$14.50
After 18 months	Top Rate

<b>Top Rates</b>	
Effective the beginning of the first pay period in March	
Year 1-2020	\$15.48
Year 2-2021	\$16.10
Year 3-2022	\$16.10
Year 4-2023	\$16.74

<b>Classification II</b>	
Leader	\$1.00 above the highest pay rate and the leaders crew

<b>Classification III</b>	
<b>Paint Cleaning Tech</b>	<b>Current</b>
1 to 90 days	\$12.35
After 90 days	\$13.85
After 12 months	\$14.85
After 18 months	Top Rate

<b>Top Rates</b>	
Effective the beginning of the first pay period in March	
Year 1-2020	\$15.83
Year 2-2021	\$16.45
Year 3-2022	\$16.45
Year 4-2023	\$17.09

**Shift Premium**

An employee whose scheduled shift starts on or after 5 a.m., but before 10:30 a.m. shall be deemed to be working the day shift.

An employee whose scheduled shift starts on or after 10:30 a.m. but before 7:00 p.m. shall be deemed to be working the afternoon shift. Employees working the afternoon shift will receive thirty-five (0.35) cents in addition to their hourly rate of pay.

An employee whose scheduled shift starts on or after 7 pm, but before 5 a.m. shall be deemed to be working the midnight shift. Employees working the midnight shift will receive fifty-five (0.55) cents in addition to their hourly rate of pay.

### **Temporary Job Compensation**

Employees may be temporarily assigned to work outside their classification as Emergencies arise. If the rate of pay for that assignment is higher than the rate of the employee's normal classification, the employee will be paid the higher rate for the time worked on the loaned assignment. If the rate is lower for the loaned assignment, the employee will maintain their normal rate of pay.

### **Lump Sum Payments**

Employees on the active payroll the effective date of this Agreement will receive a \$2000.00 lump sum payment as soon as possible following notice of ratification. In addition, employees on the active payroll as of December 1, 2022 will receive a lump sum payment of 4% of their gross earnings from December 1, 2021 through November 30, 2022. The lump-sum payment shall be made the first pay period in December.

## **Attachment C – Attendance Policy**

### **Introduction**

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

### **Key Provisions**

Progressive point system –

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

**Point Scale** – Range from 0.25 through 7

- 0.25 point for late arrival (tardy)
- 1 point for an early quit
- 1 point for an absence with advance call-in
- 2 points for an absence with no call, no show

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

- Available contractual time to stay out of system includes leaves, vacations, personal days, and holidays, and E-Vac days

### **Ways to Reduce Points**

- reduce 4 points for perfect attendance for one hundred eighty (180) days and each successive one hundred eighty (180) days



## **Scheduled or Mandatory Overtime**

Acceptance of overtime creates an obligation to work the time scheduled just like a regular shift and in most cases is the result of special customer request. In addition, if an employee fails to work mandatory overtime or is tardy for mandatory overtime, he may be disciplined ranging from Informal Counseling to Discharge based on the severity and frequency of the incidents.

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

## **Disciplinary Action**

The following corrective disciplinary actions apply upon accumulation of points:

1 Point	Written Warning
2 Points	2 <sup>nd</sup> Written Warning
3 Points	3 <sup>rd</sup> Written Warning
4 Points	1 Day Suspension
5 points	3 Day Suspension
6 Points	2 Weeks Suspension
7 Points	Termination

Upon ratification, employee's attendance points will be reduced to zero.

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

The Company may waive the advance call-in requirement when management determines that there are extreme circumstances beyond the control of the employee, which result in the failure to make a call as required above. Employees may appeal four times in a rolling twelve-month period by providing evidence of the inability to work. Upon return to work, the evidence must be submitted to their supervisor.

## **Other Considerations**

Attendance points will be frozen while off for any extended period of time (i.e. FMLA, medical, personal leave and etc.)

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

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

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

### **Attendance Bonus**

1. A \$250 attendance bonus shall be paid each quarter to employees on the active payroll with perfect attendance.

Employees who have perfect attendance prior to the date of ratification will receive a one-time award of a paid “Family Day” to be used as an eight (8) hour (or the equivalent hours for an alternative work schedule) pre scheduled vacation day to be used by December 12, 2020.

### **Letter of Understanding – Inter-Corporation Transfers**

A bargaining unit employee temporarily transferring to another bargaining unit position at another DFM location will retain the highest rate of pay between the two (2) positions.

An employee transferring to another DFM location will serve a thirty (30) day evaluation period. At the end of the evaluation period, the employee will either be retained at the new location or transferred back to their original location.

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

### **Letter of Understanding – Workweek and Relief**

In the event that Ford Motor Company significantly changes its production schedules which impact the work schedules of DFM, the parties will meet to discuss scheduling alternatives.

## **Letter of Understanding – Ford Motor Company Employment Opportunities**

If in the event Ford Motor Company should want to hire an employee(s) from within DFM, seniority employees who want to apply for the openings will be afforded the necessary leave in order to apply for the openings and take the required testing. All seniority and benefits will continue to accrue for up to thirty (30) days. Should any seniority employee return to DFM, they will be placed in the first available position on their previous shift.

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

## **Letter of Understanding – Temporary Job Compensation**

Employees awarded temporary jobs will be compensated as follows:

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

### **Letter of Understanding – Purchase of Supplies**

DFM will use a competitive bid process and purchase all equipment and supplies from US made and Union represented businesses, when possible.

In addition, DFM will review all decisions to purchase Non Union made equipment and supplies with the UAW National Ford Department prior to purchasing the equipment.

## **Letter of Understanding – Temporary Employees**

The Company and Union recognized that there are times when there are special projects requested by the customer, or in the case of shutdown, cannot be performed on a timely basis by the existing employees. The parties agree that temporary employees can be hired to help complete the required work on a timely basis. It is also agreed that permanent employees will be offered overtime opportunities before any temporary employees will be utilized.

In the event the Company feels the need to hire temporary employees, a request to hire will be sent to the UAW National Ford Department for approval. The request will indicate the number of employees to be hired, the reason for the additional manpower need and the duration of the assignment. If the Union feels the company is not utilizing temporary employees as to the intent of this agreement, the UAW National Ford Department may cancel the use of temporary employees pending two weeks advance written notice of termination to the company.

This is not intended for the company to hire temporary employees to avoid paying full time permanent employees' overtime or to avoid the hiring of permanent employees.

Any temporary employee(s) who receives forty (40) hours pay per month will be subject to paying Union dues in accordance with the UAW Constitution.



### **Letter of Understanding – Vehicle Purchase Plan**

The Company has been designated as an approved supplier to participate in the Ford Motor Vehicle Purchase Plan for suppliers. The Company does not have the responsibility for administering this plan, but will provide contact information as follows: the employee should either call or visit the website. The phone number is 1-877-975-2600 and the website address is: [www.fordpartner.com](http://www.fordpartner.com).

The employee must provide proof of employment (i.e., pay stub or name badge). Ford will then send the employee the required form and other information. The employee will need to contact Ford before shopping for a car.

### **Letter of Understanding – Medical Insurance Buy Off**

The parties agree in the event an employee has dual medical insurance coverage (i.e., covered under spouse's plan) the Company will allow the employee to sign off the medical insurance plan and will be paid twenty-five hundred (\$2500) dollars per calendar year. Employees not eligible for a full year of medical coverage will be paid on a pro-rated basis (i.e. employee is eligible for insurance effective 9/1 on the current year will receive one-twelfth of \$2500 per month through 12/1 of the current year). Payments will be paid the first pay period of December each year.

Employees will be required to provide proof of medical coverage under a different plan to be eligible to participate in the medical insurance buy off provisions of this agreement.

When a qualifying life event occurs, employees can make a mid-year election change to their company medical insurance plan for themselves and qualifying dependents. A qualifying life event may include a marriage, divorce, birth/adoption of a child or a dependent that loses medical coverage elsewhere. Employees have thirty (30) days following a qualifying life event to enroll or make changes to the medical insurance plan.

### **Letter of Understanding - Shift Preference Agreement**

It is mutually agreed between the Company and the National Ford Department, that this Letter of Understanding shall govern the exercise of shift preference.

The first pay period of May and November, employees with seniority shall have a two (2) week period to make written application for reassignment to another shift within their classification. The following procedure will apply:

1. During the two (2) week application period, employees desiring a shift reassignment must submit a signed Shift Preference Request (SPR) form to their supervisor. If more than one (1) shift choice is listed, the shift choices must be in rank order (i.e. the most desirable shift first, etc.).
2. Upon completion of the application period, the Union shall receive three (3) copies of submitted SPR forms.
3. Shift reassignments shall be in accordance with employee's seniority within their classification.
  - a. The Company and Union will review shift preference moves prior to employees receiving notification of pending moves.
  - b. Employees are obligated to report to their approved shift preference.
  - c. Employees will receive shift preference information upon request.
2. If an employee is not at work during the two (2) week application period, it will be the employee's responsibility to make their request known in writing. Such request must be made within a reasonable period following the employee's return to work.
3. Employee training needs may temporarily delay shift reassignments.

### **Letter of Understanding - Payroll Services & Weekly Pay Cycle**

During the negotiations, the parties discussed at length the need for improved employee access to timesheets, pay stubs and a weekly pay cycle. The parties agreed the implementation of a third-party payroll service is the best course of

action to achieve these improvements. The company has agreed to select and implement a third-party payroll service after the ratification of this agreement.

Both parties understand the critical nature of payroll services and have agreed to an aggressive implementation timeline that will not jeopardize the quality of current payroll services. The Company will immediately start the selection process following ratification of the Agreement and will work to transition the currently provided payroll services to the selected third-party payroll service provider by September 2020. Immediately following the transition of current services, the Company will implement online employee access and weekly pay. This will be completed as soon as possible and no later than the first pay period in January 2021.

## Signature Page

The parties through their authorized representatives sign this Agreement as of March 00, 2020

DFM AUTOMOTIVE

INTERNATIONAL UNION,  
UNITED AUTOMOBILE,  
AEROSPACE AND  
AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA, UAW

BY:

BY:

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Brian Tyler  
General Manager

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Brandon Keatts  
Administrative Assistant

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Emily Stoye  
Human Resources Manager

---

Jodey Dunn  
Assistant Director

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John Starkweather  
Managing Director

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Matt Barnett  
International Servicing  
Representative

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Shawn Campbell  
International Servicing  
Representative

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Jerry Lawson  
International Servicing  
Representative

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Vaughan Tolliver  
International Servicing  
Representative

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Fred Weems  
International Servicing  
Representative