

AGREEMENT

BETWEEN



AUTOKINTON

AVON, OHIO PLANT

AND



UAW LOCAL 2000

EFFECTIVE:

March 8, 2023 through June 1, 2026

Table of Contents

Message to UAW Members from your Bargaining Committee	3
Preamble.....	4
Article I – Recognition	4
Article II – Non-Discrimination	5
Article III – Management Rights Clause	6
Article IV - Dues Check Off.....	7
Article V - Election Shop Committee.....	10
Article VI – Seniority	10
Article VII - Union Representation	16
Article VIII – Grievance Procedure.....	17
Article IX – No Strikes or Lockouts.....	21
Article X – Substance Abuse	22
Article XII – Leaves of Absence	26
Article XIII – Technology/Processes.....	29
Article XIV – Miscellaneous	30
Article XV – Shift Premiums	31
Article XVI – Economics	31
Article XVII – Bereavement Leave	34
Article XVIII – Jury Duty.....	35
Article XIX – Vacation.....	35
Article XX – Holidays	36
Article XXI – Breaks	36
Article XXII– Subcontracting.....	37
Article XXIII – Agency Associates	38
Article XXIV – Health and Safety	38
Article XXV – Tool Purchase Program	40
Article XXVI – Uniforms, Lockers & Breakrooms.....	41
Article XXVII – Education Assistance.....	41
Article XXVIII – Benefits	42
Article XXIX – Attendance	42
Article XXX – Successor Clause.....	43
Article XXXI– Duration	43

Message to UAW Members from your Bargaining Committee

You are a member of UAW Local 2000 and an associate of AUTOKINITON Avon. This collective bargaining agreement is the result of you electing the UAW on July 13, 2022, as your exclusive bargaining agent to bring your issues, collected through the surveys and meetings, to the table with AUTOKINITON Avon on your behalf.

The UAW is made up of nine (9) regions that represent over 400,000 active members over multiple sectors in the United States, Canada and Puerto Rico. As a Local 2000 member, you are located in region 2B that is made up of the states of Ohio and Indiana. For the type of work and products being produced, AUTOKINITON Avon would fit in the Independent Parts and Suppliers (IPS) Department.

As a UAW member, you have rights within the union that are spelled out in the UAW Constitution and Local 2000 by-laws. A copy of the Local 2000 by-laws is available upon request at the union hall offices and the UAW Constitution may be accessed at UAW.ORG. In the UAW, the membership is the highest authority. Your voice and participation are imperative to building on the achievements of your union brothers and sisters who have come before you.

As a UAW / AUTOKINITON member, you now have a collective bargaining agreement that contains consistent terms and conditions of your employment and helps create a harmonious work environment. This agreement was bargained in good faith between the company and your elected bargaining committee with advisement of the Local Union and International UAW to reach a tentative agreement. The agreement can only be in affect once ratified by the membership.

This agreement contains Articles and Letters Of Understanding. Familiarize yourself with all language within your collective bargaining agreement for the success of the UAW unit and the Company.

An informed member and associate are vital to the success of the UAW unit and the Company for which they work.

In Solidarity,

Your Bargaining Committee

Local Union Information:

UAW Local 2000
3151 Abbe Rd. N.
Sheffield OH 44054
(440) 934-3151

Worksite Information:

AUTOKINITON Avon
1190 Jaycox Rd.
Avon OH 44011
(440) 882-5555

Update Contact Information-

If you move or change your phone number, be sure to change your information with the Company Human Resources Department and Local Union Office.

When You Are Absent Or Late For Work-

Failure to call-in to report an absence or tardiness for work in violation of the attendance policy, may result in disciplinary action. It is good practice to give as much advanced notice as possible in compliance with the call-off process.

Preamble

This Agreement made and entered into at Avon, Ohio, March 8th, 2023, by and between AUTOKINITON Avon, hereinafter referred to as "the Company," and International Union, United Automobile, Aerospace & Agricultural Implement Workers of America and UAW Local 2000, hereinafter referred to as the "Union".

The Company and the Union intend that this Agreement shall serve to explain the working relationship among the Company, the Union and Associates, and to provide a means for developing a spirit of teamwork, cooperation and mutual understanding in order to maximize product quality, productivity and safe work practices.

It is agreed that Management and Union Associates will conduct themselves towards each other in a proper manner to ensure an enjoyable and productive work environment for everyone. The key to success starts with providing a safe work environment, training, cooperation between the parties, communicating openly and honestly and treating individuals with dignity, fairness and respect.

Article I – Recognition

- 1.1 The Company recognizes the International Union, United Automobile, Aerospace & Agricultural Implement Workers of America and its Local 2000 as the exclusive collective bargaining representative of those associates described below for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

- 1.2 The term associate as used in this Agreement shall mean all full-time and regular part-time Production, Materials, Quality, Tool Room and Maintenance associates at Company's facilities located at 1190 Jaycox Road, Avon, Ohio, but shall exclude all other associates, including temporary workers, office clerical associates, salaried technical associates (including but not limited to Salaried Robotic Technicians and Salaried Quality Technicians), professional associates, managerial associates, confidential associates, agency temporary associates, and guards and supervisors, as defined in the National Labor Relations Act.
- 1.3 Associates shall have the right to be represented by a Union Bargaining Committee to be selected and determined by the Union. The Union Bargaining Committee shall not exceed five (5) members and shall consist of full-time bargaining unit associates of AUTOKINITON Avon. Each shift shall have (1) steward and (1) alternate steward. Stewards are by shift, if a steward changes their shift, they lose their representative status.

Article II – Non-Discrimination

- 2.1 The Company agrees not to discriminate against any individual with respect to hiring, compensation, or terms and conditions of employment because of such individual's age, race, color, religion, sex, national origin, or handicap which is unrelated to the associate's ability to perform the job, nor will they limit, segregate or classify employees in any way to deprive any individual of employment opportunities because of age, race, color, religion, sex, national origin, sexual orientation, gender identity or expression (including transgender status), or handicap which is unrelated to the associate's ability to perform the job, or engage in any other discriminatory acts prohibited by law.
- 2.2 Harassment based on the above-protected criteria is also strictly prohibited, and shall not be engaged in by any associate, or by any agent of the Company or the Union.
- 2.3 Nothing contained in this Agreement shall be construed or applied to deny any associate equal and fair opportunities guaranteed to him or her by Ohio or Federal Law, any alleged denial of the aforesaid opportunities in violation of this Article shall be submitted to the grievance procedure.
- 2.4 Harassment, as defined in this article, is unwelcome verbal, non-verbal, visual or physical conduct creating an intimidating, offensive, or hostile work environment that interferes with work performance. Harassment can be verbal (e.g., slurs, jokes, insults, epithets, gestures or teasing), graphic (e.g., offensive posters, symbols, cartoons, drawings, computer displays, e-mails, texts or instant messages) or physical conduct (e.g., physically threatening another, groping, etc.) that denigrates or shows hostility or aversion towards an

individual because of any protected characteristic. Protected characteristics under federal law, include race, color, national origin, religion, gender (including pregnancy), disability, age (if the associates at least 40 years old), and citizenship status. Even if such conduct is not unlawful, it violates this policy. Also, because it is difficult to define unlawful harassment, associates are expected to act at all times in a manner consistent with the intended purpose of this article. For further information please refer to AUTOKINITON Policy AGG-HR-01-02 "Anti-Harassment".

Article III – Management Rights Clause

- 3.1 The Company reserves and retains the right to direct, manage, and control its business and the work force in all respects except as otherwise specifically provided in this Agreement. This right includes, but is not limited to: the right to plan direct, and control operations including the right to change existing methods or facilities; the right to determine the manufacturing methods, means, and processes; to alter, revise, or change materials and schedules or productions; the right to place production, service, or maintenance work with outside contractors or sub-contractors; the right to secure and search the premises; the right to terminate, merge, or sell the business or any part thereof; the right to hire, discipline or discharge for cause, layoff, transfer, promote or demote and to make and enforce workplace rules; the right to determine work schedules, working and shift hours, and periods of relief; the right to assign overtime in accordance with this Agreement as well as to avoid overtime and seek to achieve efficiencies; the right to determine the composition and size of the workforce and work teams, and to determine business units; the right to establish production, work, quality and training standards; and to control the nature and specifications of all raw materials and finished goods.
- 3.2 AUTOKINITON Avon has the right to make and establish reasonable rules of conduct for associates and to fix and determine the proper penalties for violation of the rules. The UAW and its members agree to adhere to and be governed by all the rules and regulations not in conflict with this Agreement Should the UAW and its members believe that any rules and regulations issued by AUTOKINITON Avon violate or are in conflict with this Agreement, such rules and regulations shall be complied with pending resolution of the dispute through the grievance procedure, AUTOKINITON Avon will meet with the Bargaining Committee and advise the bargaining unit associates of the establishment or of any changes to any rules by written notification and posting on the bulletin board and/or monitors one week in advance before it becomes effective.
- 3.3 All other traditional rights of management are also expressly reserved to AUTOKINITON Avon except as expressly limited by the specific language of this Agreement. In interpreting this Agreement, there shall be absolute and complete regard for the rights and responsibilities of management. This Agreement shall be so constructed in any forum and

there shall be no interference with or restriction on such rights, responsibilities, except as may be expressly limited in this Agreement. Past practices of AUTOKINITON Avon shall not be considered for the purpose of limiting rights and responsibilities of AUTOKINITON Avon.

- 3.4 AUTOKINITON will meet with the Bargaining Committee and/or Local representative to discuss major changes that affect the bargaining unit prior to implementation.

Article IV - Dues Check Off

- 4.1 Upon receipt of a written authorization from an associate, the Company shall, pursuant to such authorization, deduct dues and initiation fees from said associate's wages. All deductions shall be made on the second pay period of each month. During the life of this Agreement, the Company agrees to deduct from the pay of any associate covered by this Agreement provided that such executes or has executed the "Authorization for Check-Off dues and/or Assignment of Contributions to the UAW V-Cap" form. A properly executed copy of the "Authorization for Check-Off Dues and/or Assignment of Contributions to the UAW V-Cap" form for each associate for whom monthly dues and/or voluntary contributions to UAW V-Cap are to be deducted hereunder shall be delivered to the Company before any such deductions are made. Deductions shall be made only in accordance with the provisions of and in the amounts designated in accordance with the UAW Constitution and/or Assignment of Contributions to the UAW V-Cap form, together with the provisions of this section of the Agreement. Deductions shall be made, pursuant to the forms received by the Company, from associates second complete pay period each month so long as the associate's authorization has not been revoked and is still in effect.
- 4.2 The Company shall be relieved from making such "check-off" deductions upon:
- (a) termination of employment
 - (b) transfer to a job other than one covered by the bargaining unit
 - (c) layoff from work
 - (d) an unpaid leave of absence
 - (e) revocation of check off authorization in accordance with its terms or with applicable law

Notwithstanding the foregoing, upon return to work of an associate, who has previously authorized a check off, from any of the foregoing enumerated absences, the Company will immediately resume the obligation of making check off deductions, except that a rehired associate must execute a new check off authorization in accordance with this Article.

- 4.3 The Company shall not be obligated to make deductions for dues from an associate covered by this Agreement who, during any month involved, shall have failed to receive sufficient net wages to equal the deduction for the dues or agency fees of any kind.
- 4.4 The Company will remit to the Financial Secretary of the Local Union 2000 a monthly statement with the names of those associates from whose earnings deductions have been made together with the amount of such deductions, pay rates of each associate, termination dates (if any) and reasons on why deductions were not made for associates who do not owe for that month. This information shall be furnished along with each remittance.
- 4.5 The Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Union as provided in this Article.
- 4.6 The Union shall indemnify and hold the Company harmless from all claims, demands, suits or any other liability arising out of or by reason of action taken or not taken by the Company for the purpose of complying with this section of the Agreement.

AUTHORIZATION FOR ASSIGNMENT & CHECKOFF OF CONTRIBUTIONS TO UAW V-CAP

To: _____ (Company name) I hereby assign to UAW V-CAP, from any wages earned or to be earned by me as your employee, the sum of (check one) ☐ \$10.00 ☐ \$15.00 ☐ Other _____ each and every month. I hereby authorize and direct you to deduct such amounts from my pay or from payments made pursuant to the UAW-Ford Supplemental Unemployment Benefit Plan, and to remit same to UAW V-CAP at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to UAW V-CAP are not conditions of membership in the Union or of employment with the Company, that I have the right to refuse to sign this authorization and contribute to UAW V-CAP without any reprisal, that UAW V-CAP will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections, and that monies contributed to UAW V-CAP constitute a voluntary contribution to a joint fund raising effort by the UAW and AFL-CIO.

I also understand that the guidelines for contributions to UAW V-CAP set forth above are merely suggestions, that I can contribute more or less than the guidelines suggest, and that the Union will not favor or disadvantage me based on the amount of my contribution or my decision not to contribute.

Contributions or gifts to UAW V-CAP are not deductible as charitable contributions for federal tax purposes. All UAW members and spouses may be eligible for related raffle drawings, regardless of whether they make a contribution to UAW V-CAP.

UAW V-CAP is an independent political committee created by the UAW. This committee does not ask for or accept authorization from any candidate and no candidate is responsible for its activities.

Signature: _____ Date: _____

opcl:494afdo

Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions exceed \$200 in a calendar year.



Region _____ Local _____ Soc. Sec. # _____

Name (print) _____

Address _____

City _____ State _____ Zip _____

E-mail _____

Phone (home) _____

Phone (cell) _____

Occupation _____

☐ I would like to receive text alerts from the UAW. (Text messaging and/or data rates may apply.)

Please return your card to your Local Union or to:
UAW National CAP Dept., 8000 E. Jefferson, Detroit, MI 48214



APPLICATION FOR MEMBERSHIP
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW)
DETROIT, MICHIGAN 48214

Date _____

Name _____ Local # _____ Unit # _____

Address _____ City _____ State _____ ZIP _____

Tel # _____ Dept _____ SSN/Ea # _____

I hereby designate, select and empower the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), its agents or representatives, to act for me as my exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and I hereby revoke every selection of designation which in any manner may heretofore have been made by me, or any other representative for any such purposes.

I pledge my honor, while a UAW member, to faithfully observe the CONSTITUTION and laws of the Union and the CONSTITUTION of the United States for the Dominion of Canada as the case may be; to comply with all the rules and regulations for the government thereof; not to divulge or make known any private proceedings of the Union; to faithfully perform all the duties assigned to me to the best of my ability and skill; to so conduct myself at all times as not to bring reproach upon my Union, and at all times to bear true and faithful allegiance to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTABLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.



Applicant's Signature _____

Witness _____

AUTHORIZATION FOR CHECK-OFF OF DUES



TO THE _____ COMPANY Date _____

I hereby assign to Local Union No. _____ International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in present or in any future employment by you); such sum as the Financial Officer of said Local Union No. _____ may certify as due and owing from me as membership dues, including initiation of reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the CONSTITUTION of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union and such times and in such manner as may be agreed upon between you and any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, unless state law provides a shorter period; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union, whichever occurs sooner, unless state law provides a shorter period.

This authorization is made pursuant to the provisions of Sections 203B of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTABLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

Type or print name of Employee here _____

Signature of Employee here _____

Address of Employee _____

City _____ State _____ Zip _____

Date of Signature _____ Employee Check Number _____ Soc. Sec. # _____

Date of Delivery to Employer _____ REPRINTED 7/2020 A-57-58 Rev. 7/2020

Article V - Election Shop Committee

- 5.1 Election of Bargaining committee persons may be conducted in a manner determined by the Union, but all must be associates of the Company as defined in Article I. If the election is desired to be held on Company property, such time and place of election must be approved prior to the election date by the Plant Manager, or his/her designee. The Election Committee is made of members of UAW Local 2000.

Article VI – Seniority

- 6.1 Seniority is defined as the length of time of continuous permanent service of an associate with the Company. Seniority shall be calculated on the basis of days, months and years of continuous permanent employment. Where two (2) or more associates are hired on the same day, seniority shall be determined by the last four (4) digits of the associate's Social Security Number. High seniority will be determined by the highest number (0000 being low through 9999 being high).

6.2 Probationary Introductory Period

For every new associate hired by the Company, there is a ninety (90) calendar day introductory period. During this time, the associate is given the opportunity to learn about the Company, the job expectations, and the working environment. At that same time, Company will be evaluating the new associate's job performance, attendance, attitude, work habits and overall interest in the job. associates will have the opportunity to affirmatively demonstrate to Company that they are a desirable team member. During the probationary period, associates will be subject to the provisions of this Agreement including those pertaining to wages, hours and working conditions, but excluding those pertaining to benefits such as holidays, leaves, etc. Probationary associates may be discharged or disciplined without cause or recourse to the grievance procedure during the probationary period. Probationary associates may bid on any other job openings, during the probationary period. Up to 30 days of time worked as a temporary associate will be credited towards their probationary period.

6.3 Layoff and Recall

When it becomes necessary to reduce the workforce, the Company shall apply the following process:

- (a) All associates shall be given forty-eight (48) hour notice before the layoff becomes effective unless the layoff is for less than one (1) week or in circumstances where the

Company does not receive advance notice from a customer or acts of God. In such circumstances, the Company will give as much notice as possible.

6.4 Temporary Layoffs (two (2) weeks or less)

(a) The Company will request volunteers. The Company, at its discretion, may select one (1) or more associates who volunteers for the layoff provided other associates can perform the laid off associate's job assignment. If known to the Company at the time, the associates will be informed of the anticipated length of layoff: If the Company is able to provide the length of layoff to the volunteer, the volunteer must return to work at the end of that period. The maximum time a volunteer associate may be laid off is two (2) weeks; length of time may be extended if mutually agreed. associates on a voluntary layoff may be recalled by the Company at any time prior to the two (2) week maximum based upon the needs of the business. Any associate who volunteers to be laid off will be entitled to Company paid benefits (e.g., health insurance) and will receive the benefit entitlements that any laid off associate would be eligible for during a reduction in force (e.g., unemployment benefits).

(b) If the Company does not receive enough volunteers, the remaining layoffs will be determined as follows:

- I. All probationary associates will be laid off first in the affected classification
- II. Layoffs will be by classification and shift. The associate with the lowest seniority in the affected classification will be laid off provided a senior associate being retained has the present ability to do the work of the laid-off associate with minimal break-in/training period.
- III. Associates will be recalled back to work after a layoff in the reverse order in which they were laid-off by classification and shift.

(c) No bumping will be allowed as a result of a temporary layoff.

6.5 Long Term Layoffs (over two (2) weeks)

(a) The Company will not utilize temporary workers if bargaining unit associates are laid off, or place subcontractors in bargaining unit classifications if there are associates laid off from those classifications. This provision shall not govern voluntary layoffs.

(b) All probationary associates will be laid off first in the affected classification

- (c) Layoffs will be by classification & shift. The associate with the lowest seniority in the affected classification will be laid off, provided a senior associate being retained has the present ability to do the work of the laid-off associate with minimal break-in/training: period.
- (d) Associates will have the right to bump into classifications previously held, provided that the associate must have the present ability to perform available work with a minimal break--in/training period as a condition to exercise seniority rights.
- (e) Associates will be recalled back to work after a layoff in the reverse order in which they laid-off by classification and shift.
- (f) The Company shall notify the associates to return to work by telephone, text message or automated messaging. It is the responsibility of the associate to provide correct and updated addresses and telephone numbers to the Company; and the Company shall be entitled to rely upon the last information on file in order to notify an associate of recall.

6.6 Job Posting

- (a) Bargaining unit job openings (including new job classifications and vacancies in existing job classifications) shall be posted internally, excluding Production Operator I, Die Repair, Machine Repair.
- (b) Such openings shall be posted for at least five (5) calendar days and shall clearly state when applications are due. Posted positions will include pay-rate and a brief description of job requirements. Late filed applications will not be accepted. Should a job opening become available that was posted within (3) months, the Company shall use the previous candidates who applied to fill the position.
- (c) The Company shall then, from the applications submitted, select the associate with the highest merit and ability to fill such vacancies except for Material Handling positions, which will be awarded by seniority.
 - I. Where merit and ability are relatively equal the associate with the highest seniority will fill the job bid.

Definition of Merit & Ability:

- Merit: Possessing the abilities, knowledge, and skills considered the most suitable for the job
 - Ability: The quality or state of being able; capacity to do; capacity of doing something; having the necessary skill.
- II. To qualify for a job posting, the associate must not have any disciplinary actions at a written 2nd warning or above in the last six (6) months.
- III. The associate must have less than 7 (seven) occurrences on the date the posting is removed.
- (d) Any associate transferred to a bargaining unit new job as a result of bidding on a posted job will have a trial period of not more than thirty (30) calendar days. At the end of the trial period, the associate must have achieved normal production efficiency. This period may be extended upon mutual agreement of the Company and the Chairperson of the shop Committee. Associates who have qualified after this period may not bid on any other job opening for a period of six (6) months from the date of qualification.
- (e) If the Company determines that the associate cannot qualify within the trial period,
- I. he/she shall be returned to his/her previous position, and the Company shall select the next bidder for the position. A written explanation of the disqualification and reasoning of it shall be given to the associate and Bargaining Committee. Any associate so disqualified may not bid again in the same classification for a period of ninety (90) days from the date of disqualification. This procedure shall continue until the job vacancy has been filled by a qualified associate, or until the list of bidders for such vacancy has been exhausted.
- (f) In the event that a qualified associate is not available after such posting, the Company
- I. may fill the vacancy in a manner not in violation of this agreement.
- (g) The associate shall be paid at the wage rate, of their new position
- I. effective the first day the associate assumes the new position

6.7 Elimination of Position

In the event the Company sees fit to downsize a job classification, the associate being reduced will go to a previously held job classification where seniority permits. If the associate does not have a previously held classification, they will go to Production Operator I where seniority permits. In the event the reduced job classification is increased or reinstated, the associate that was reduced will return to that job classification immediately in seniority order, if removed from the classification within the previous twelve (12) months.

6.8 Shift Preference

Shift Transfers may be requested at any time pending an associate meets the criteria listed below:

- (a) They have six (6) months of service
- (b) Been in the current job classification for six (6) months
- (c) Have no disciplinary actions in the last six (6) months
- (d) Below six (6) attendance points
- (e) Hasn't requested a shift transfer in the last six (6) months

You can only request a shift transfer within your job classification. An associate may withdraw their request to transfer prior to the notification of their transfer date. Associates requesting a shift transfer must file the request with the Human Resources Department.

Notwithstanding the foregoing, management reserves and has the right to level-out classifications by reassigning by seniority to different shifts as business needs dictate.

Shift transfers will be allowed within the job classification in which the requesting associate is working at the time of the request. All associates are eligible to request a transfer if:

- (a) They have six (6) months of service and have been in their current classification for six months,
- (b) There is a job within their classification on the requested shift and they can perform the duties of that job on the shift.
- (c) Shift transfers will be granted based upon seniority.
- (d) Should a position open on a different shift the senior associate in that job classification may request to fill the opening.

6.9 Seniority List

The Company and the Union will agree on a seniority list at the signing of this Agreement and such list will be kept up to date every three (3) months. An updated copy shall be posted in the plant, sent to the Local and given to the Committee every three (3) months.

6.10 Loss of Seniority

An associate shall lose his/her seniority and employment shall cease if the associate:

- (a) Quits
- (b) Is discharged for cause
- (c) Is laid off for 24 months or length of seniority whichever is less
- (d) Is recalled from a layoff and does not report back to work within three (3) workdays after notification from the Company. The Company shall notify the associates to return to work by telephone, text message or automated messaging. The company will document all attempts made with date, time and method of notification. It is the responsibility of the associate to provide correct and updated addresses and telephone numbers to the Company; and the Company shall be entitled to rely upon the last information on file in order to notify an associate of recall.
- (e) Is absent from work for three (3) consecutive workdays without notifying the Company, unless the associate was hospitalized during such period and presents medical proof that it was a physical impossibility to notify the Company
- (f) Retires
- (g) Fails to return to work by the workday following the expiration of an approved leave of absence unless it is physically impossible for the associate to report on such day through no fault of the associate. In such event, the associate must return on the next earliest possible workday

6.11 Seniority for Shop Committee

- (a) The members of the Bargaining / Shift Stewards shall have top shift-wide seniority in their respective classifications for purposes of layoff, recall, reduction in force and retention of shift, provided they have the present ability to perform the work available without additional training and have, performed the work available in the past. The Chief Steward shall hold top seniority over the other shift stewards.
- (b) With respect to shift preference, a Steward who exercises his/her seniority for shift preference shall vacate the position as Shift Steward upon their transfer to the other shift. In this instance and upon any absence of the Shift Steward, an alternate representative for the Steward shall assume the duties and obligations of the Steward.

6.12 Hourly Associates Transferring to a Salaried Position

Allow a 90-calendar day trial period for associates transferring into salaried positions. A "Withdrawal Card" must be filled out at the time the associate transfers to the non-union position. When a union associate transfers to a salaried position and he/she decides to return to a union position, the associate's union seniority will be reduced by the time served in the salary position. If the associate returned within the 90-day period. If the associate returns after the 90-day period, the associate will lose their union seniority and start over as a day one associate.

Article VII - Union Representation

7.1 Recognition of Shop Stewards

Associates shall have the right to be represented by a Bargaining Structure made up of a Chief Steward (on a shift of their choice), a Union elected shop steward on each shift, in the absence of a steward an alternative steward may be used, a Skilled Trades Representative and a Recording Secretary. In case of an absence of a Chief Steward, the Vice Chief Steward will be used. Also, the Chief Steward is to have access to all shifts as needed.

- 7.2 The Company recognizes the right of the Union to designate its representatives for the purposes of Union Representation and the Union agrees to notify the Company in writing of its designated stewards. No associate shall function in any such capacity until the Company has been so notified. There shall be an elected alternate for each shift to act in the absence of the designated steward. An associate must make a request to his/her supervisor to have Union representation.

7.3 Compensation of Elected Union Officials While Engaged in Union Activity

Except as specifically provided in this Section, a steward shall not be compensated by the Company for his duties as a shop steward:

- (a) Investigation of Grievances. For the sole purpose of investigating and handling grievances arising under this contract, a shop steward may, with the prior authorization of his/her immediate supervisor, be released from his workstation for the time reasonably necessary during working hours. The steward will investigate grievances on his/her shift only. If the steward has complied with this procedure, the Company will pay a steward at his/her usual rate of pay for scheduled hours lost. The steward shall not be paid for any time spent in arbitration of a grievance.
- (b) Performance of Work. All Union representatives have regularly assigned tasks to perform, and the union agrees that such stewards will perform their regularly assigned work except as may be provided in this agreement. At all times stewards shall

make their best efforts to minimize interruption of production, both with respect to their own work assignment and the work assignment of any associate being interviewed.

- 7.4 A monthly Union/Management meeting will be held between the Bargaining Committee and the Plant Manager or his/her designee and the Human Resources Manager or his/her designee. Each party will provide the other agenda topics five (5) days prior to the meeting. The Company will then create the meeting agenda. Union representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. It is further agreed that any associate on duty may be required to return to work once the meeting has ended.
- 7.5 International Representatives and Local Union President
The Company agrees to allow union representatives on the premises to conduct normal union business after approval from the Plant Manager or Corporate Director of Labor Relations.
- 7.6 The Company will allow Union Representatives to participate in part of the new hire orientation to cover union specific information.
- 7.7 The Union will be provided at the company's expense a locked bulletin board in which the key will be in possession of the Union.
- 7.8 The Union will be provided an enclosed area (office) with chairs, a desk, computer, a telephone, printer and locking file cabinets within sixty (60) days of ratification. With respect to the use of a computer, the representative must sign and comply with the Company policy on the use of Company computers.

Article VIII – Grievance Procedure

- 8.1 A grievance shall be defined as an alleged violation of the terms of this Agreement. Should any difference arise between Company and any associate covered by the Agreement from the application or interpretation of this Agreement, an earnest effort shall be made by both parties to settle such difference promptly and in accordance with the following procedure.

STEP 1

Any associate having a complaint may report the same to his/her Supervisor and an effort shall be made to settle the complaint between the associate and the Supervisor.

STEP 2

All issues shall first be discussed between the immediate supervisor, shop steward and the associate, identifying the issue to see if a resolution can be obtained. Such meeting shall take place within three (3) regular scheduled workdays of the date on which the Union or associate knew or reasonably should have known of the circumstances giving rise to the matter. The supervisor shall give his decision within one (1) business day to the associate and the shop steward.

STEP 3

Within three (3) regular scheduled workdays of receiving the supervisor's answer at Step 2, the reasons giving rise to said complaint shall be reduced to writing by the steward, alleging the complaint on the standard grievance forms supplied by the Union, indicating the Article and/or section of this Agreement allegedly violated by the Company, or an alleged unfair labor practice and all pertinent facts involved. The shop steward shall present the written grievance to the supervisor involved for disposition of the matter to be recorded on said form. The supervisor shall give his answer in writing, within three (3) regular scheduled workdays.

STEP 4

If settlement of the matter cannot be reached at Step 3, the entire written grievance shall be referred to a meeting between the HR Manager or designee and Chief Steward. Said meeting shall take place within three (3) regular scheduled workdays after the date on which the supervisor's answer at Step 3. The Company shall present an answer to the grievance to the Union within three (3) regular scheduled workdays of this meeting.

STEP 5

If settlement of the matter cannot be reached at Step 4, the grievance shall be referred to a meeting between the HR Manager, Plant Manager and any other management representatives needed and the Chief Steward, other stewards as requested, and an International Representative from the Union and/or Local Officer within three (3) regular scheduled workdays after Company presents its answer to Step 4. The parties will agree on a mutually acceptable time to meet and discuss the grievance but no later than two (2) weeks after the grievance has been forwarded to Step 5. Time limits can be extended by mutual written consent between the company and union; provided that both parties ask for extensions within the original time permitted to submit a grievance or an answer.

The parties agree to voluntary non-binding mediation through the Federal Mediation and Conciliation Service before moving a grievance to arbitration.

8.2 Arbitration

Within thirty (30) calendar days of the mediation, a list will be requested from the American Arbitrator Association for the purpose of selecting an arbitrator. In cases of arbitration, each party shall pay its own expenses and the expenses of its witness. The cost of the arbitrator will be shared equally by the parties. The arbitrator proceeding shall be governed by AAA rules then in effect for labor cases. If any party request the presence of a court reporter, the party that made the request will be responsible for the expenses of the court reporter.

8.3 Authority of the Arbitrator

The decision of the arbitrator shall be final and binding on Company, the Union and the associate(s). The arbitrator shall not have the authority to add to, subtract from, or modify the terms of this Agreement. He/she shall have no power to change any practice, policy or rule of Company. His/her power shall be limited to deciding whether Company, the Union, and/or an associate have violated the express articles or sections of this Agreement. In the event the arbitrator finds that an associate has not been disciplined or discharged for cause the associate may be reinstated with compensation in whole or in part or without compensation in the discretion of the arbitrator at the associate's usual rate of pay for each workday lost. The arbitrator shall not imply obligations and conditions binding upon Company from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of Company. Further, the arbitrator shall have no power to establish wage scales or change any wage or to otherwise modify this contract. Notwithstanding any provision to the contrary in this Agreement, the Arbitrator shall have authority to determine statutory unfair labor practice issues arising under the National Labor Relations Act as amended.

8.4 It is agreed that during the course of the grievance procedure:

- (a) Neither party will perform any act contrary, to the terms of this Agreement.
- (b) Neither party will in any way interfere with the operation and/or conduct of the production function of Company's business.
- (c) All written grievances must be presented to the Company within the timeframes within the grievance procedure and arbitration procedure or the grievances shall be withdrawn. Time limits may be extended by mutual consent; provided; however, all grievances must be presented within the timeframes set forth by this procedure.

- (d) Where the subject of the grievance is discipline involving a customer/client complaint or report, the arbitrator shall not draw an adverse inference from or consider prejudicial the customer's/client's failure to appear at the arbitration hearing.

8.5 Reinstatement of Grievances

- (a) The parties acknowledge the desirability of ensuring prompt, fair and final resolution of grievances. The parties also recognize that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate grievance properly disposed of as contrary to the purposes for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.
- (b) However, in those instances where the International Union, UAW, either by its Executive Board, Public Review Board or Constitutional Convention Appeals Committee, has reviewed the disposition of a grievance and found that such disposition was improperly affected by the Union or a Union Representative involved, the International Union may inform the Company in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.
- (c) It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance that relates to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior written agreement of the Union and the Associate or Associates involved that none of them will thereafter pursue such claims for damages arising out of the grievance against the Company in the grievance procedure, or in any court or before any Federal, State or Municipal agency. The Associate will sign a Waiver of Claims document in the attached hereto.

It is understood in the article above and the Company's obligation to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days' notice in writing to the other.

WAIVER OF CLAIMS AGREEMENT

THIS WAIVER OF CLAIMS AGREEMENT ("Waiver Agreement") is made and entered into by and between _____ ("Associate") and AUTOKINITON Avon ("Company") and the International Union, UAW ("Union").

WITNESSETH WHEREAS, the Union and Company have entered into a Collective Bargaining Agreement for the period (March 8, 2023 to June 1, 2026) ("Collective Bargaining Agreement") which includes a Letter of Understanding regarding Dispute

Resolution and Reinstatement of Grievances ("Letter of Understanding"); and
WHEREAS, the Union is Associate's exclusive bargaining representative; and

WHEREAS, Associate was terminated from his/her employment with Company on _____, and the Union filed a grievance disputing Associate's termination on ("Grievance"); and

WHEREAS, the Grievance was disposed of on _____ ("Disposition Date"); and

WHEREAS, the Company has received notice from the International Union, UAW, that it seeks to have the Grievance reinstated pursuant to the Letter of Understanding;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Letter of Understanding, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The Grievance shall be reinstated at the step in which it was settled of the grievance procedure established in the Collective Bargaining Agreement.

The Company is not liable for any claims for damages, including back pay claims, arising out of the Grievance between the Disposition Date and the date of this Waiver Agreement (i.e., gap period damages).

The Union and Associate or Associates agree that they will not pursue a claim for gap period damages arising out of the Grievance against the Company in the Grievance procedure, or any court or before any Federal, State or Municipal Agency.

This Waiver Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed a single instrument.

Article IX – No Strikes or Lockouts

- 9.1 During the life of this Agreement, the Union shall not cause, call, or sanction any strike, work stoppage, picketing, sympathy strike, boycott, slowdown or other economic action which interferes with the Company's production or business whether in protest of a grievance, an alleged unfair labor practice or for any other reason.

- 9.2 In the event of a violation of this Article, the Company will not hold the Union responsible for such violation if the union does not sanction or participate in the violation, or incite, aid, encourage or support in any way employees engaged in such violation, and if the Union immediately advises its members taking part in such interference to cease such activity at once. "Immediately advising" shall include, but not be limited to, having UAW officers, agents, stewards or committee members personally advise employees to cease the activity which constitutes a violation of this Article.
- 9.3 The Company retains the right to discipline up to and including discharge any associate engaged in, participating in, or encouraging any action as described in Section 9.1 of this Article.
- 9.4 The Company agrees that there will be no lockouts during the duration of this Agreement.

Article X – Substance Abuse

- 10.1 The Company and the Union are concerned about the effects of the illegal use of drugs and the abuse of alcohol upon the health and safety of its associates. Associates who abuse drugs or alcohol can be a danger to themselves, their fellow associates, and Company property. Alcoholism and the illegal use of drugs can result in increased accidents and injuries, increased medical claims, decreased productivity, increased absenteeism, and turnover, all of which have an adverse effect on the Company and its associates.
- 10.2 Associates who have an alcohol or drug abuse problem may request the assistance of the Company, which will be provided on a strictly confidential basis. Associates who voluntarily request assistance in dealing with an alcohol or drug abuse problem may do so without jeopardizing their continued employment. Associates who undergo voluntary counseling or treatment and who continue to work must meet all established standards of conduct and job performance and will be subject to disciplinary action for violations of this substance abuse policy. Upon successful completion of the counseling or treatment, the associate shall submit to random testing up to four (4) times within the following twelve (12) month period.
- 10.3 Associates who are taking prescription drugs that may affect their ability to perform their job safely must report this treatment confidentially to the HR Department prior to returning to work and receive authorization from HR to return to work.

10.4 As used in this Article, the following terms shall be defined as stated below:

“Substance abuse” is defined as: (a) reporting to work, working, or otherwise pursuing Company business while under the influence of or impaired by alcohol or any other illegal drug; (b) chemical dependency on, or abuse of, alcohol or any other drug where the job performance or safety of associates is adversely affected; or (c) the use of any illegal drug.

Being "under the influence" of alcohol is defined as an individual with a positive-tested bodily alcohol content (BAC) at or above .05.

10.5 Applicants seeking employment with the Company may be required to submit a breath or urine specimen for alcohol and/or drug testing.

Under the following circumstances associates may be required to submit a breath or urine specimen for alcohol and/or drug testing:

- (a) Whenever an associate sustains an occupational injury that necessitates outside medical treatment which reasonably could be associated with drug/alcohol consumption.
- (b) Whenever an associate while on Company business or property is involved in, or the Company reasonably believes has contributed to, an accident involving a fatality, bodily injury, or significant damage to property where the associate's conduct reasonably could be associated with drug/alcohol consumption.
- (c) Whenever the Company reasonably suspects that an associate's on-the-job behavior may have been affected in any way by alcohol or drugs, or that an associate has otherwise violated this policy. Before the Company sends an associate for reasonable suspicion testing, it will notify a bargaining committee person.
- (d) As part of pre-employment hiring procedures.

10.6 Alcohol & drug testing may be conducted on breath and urine. Urinalysis testing will follow clinic guidelines.

10.7 Associates who commit the following offenses will be subject to discipline up to and including discharge:

- (a) Possession, use, manufacture, distribution, dispensation, transfer, or sale of any illegal drug, illegal drug paraphernalia, unauthorized controlled substance, or

alcohol on Company premises, in Company-supplied vehicles, or at any time while on Company business.

- (b) Storing in a locker, desk, vehicle, or other repository on Company premises any illegal drug, illegal drug paraphernalia, unauthorized controlled substance, or alcohol.
- (c) Refusing to submit to an inspection when requested by the Company pursuant to Number 10.9 below.
- (d) Failure to report to the Company their use of a prescription drug that may affect their ability to perform their job safely pursuant to Number 10.3 above.
- (e) Refusal to complete a medical questionnaire and consent form prior to alcohol or drug testing pursuant to Number 10.6 above.
- (f) Refusing to consent to testing or to submit a breath, or urine, specimen for testing when requested by the Company.
- (g) Switching, adulterating, or attempting to switch or adulterate any breath, or urine specimen submitted for testing.
- (h) Being under the influence (i.e., testing positive at or above a specified level per the HHS of any illegal drugs, unauthorized controlled substance, or alcohol).
- (i) Refusal to complete a toxicology custody and control form after submission of a breath or urine specimen.

10.8 An associate who has an alcoholic beverage stored in their vehicle on Company premises shall not be in violation of this policy.

10.9 Whenever the Company reasonably suspects that an associate may have sold, purchased, used, or possessed illegal drugs, legal drugs without a valid prescription, or illegal drug paraphernalia on Company premises or in a Company supplied vehicle, or that an associate's on-the-job behavior may have been affected in any way by alcohol or drugs, the Company may inspect, with a Union Committee Representative or designated alternate, or search the associate's locker, desk, or other Company property under the control of the associate, as well as the associate's outer clothing (e.g., coat, jacket, etc.), lunch box, briefcase, backpack, purse, parcel or personal effects on Company property.

Article XI – Overtime

11.1 Overtime Pay

All hours actually worked in excess of forty (40) in a given work week shall be compensated at time and one-half the associates average straight-time rate of pay for that work week. Paid holidays, jury duty, military duty and/or bereavement leave, union leave, paid personal-days and paid vacation days shall be considered time "actually worked" for the purposes of calculating overtime pay pursuant to this section, but only in the work week in which the associate returns to work (Overtime shall not be pyramided). Associates

will receive two-times their regular pay for all hours worked on Sunday provided they worked their previously scheduled shift.

11.2 Scheduled Overtime

- (a) The Company shall determine when scheduled overtime is required and when it will be worked. Associates shall be offered overtime on a seniority basis in the classification and the shift where overtime is required provided the Associate has the present ability to perform the available work. If an insufficient number of associates volunteer for scheduled overtime, the Company shall draft associates in reverse order of seniority within that shift. When less than a full shift is scheduled to work overtime, a roster of all associates who will be working will be posted.
- (b) For scheduling weekend overtime, the associates shall be notified by 11:00PM on Wednesday of each week. In the event where customer demands don't allow the company to provide ample notification, the Company will meet with Union Representation to discuss options and may mandate overtime if no volunteers are available.

11.3 Same Day Overtime

The Company shall have the right to obtain staffing for same-day overtime by offering the overtime work to the associate(s) who have been performing the operations during regular work hours first. In the event additional associates are required, the overtime work will be assigned by seniority to those associates on that shift who are qualified to perform the available work.

11.4 Overtime Obligations

- (a) Any associate who has been assigned mandatory overtime or has volunteered for overtime and fails to report for such overtime will be subject to appropriate discipline.
- (b) If there are not enough associates available for overtime work after following the procedures set forth above, the Company shall have the right to utilize non-union staff from any source. The company will notify union if such occurrences shall arise.
- (c) Hours worked will not exceed twelve (12) hours in any one day.

Article XII – Leaves of Absence

12.1 Scope

Upon the request or need for leave by an associate for time off for one of the reasons included in this article, the Company may, at its discretion and in accordance with prevailing laws, approve or deny the request. The Company will review the request for leave and consider factors including, but not limited to, the purpose of the leave, the duration, the nature of the associate's job, the associate's performance and contributions, staffing needs, business conditions, and the effect the absence will have on the Company's business operations, as well as legal and regulatory requirements related to the leave.

12.2 Medical Leave of Absence

- (a) The Company provides associates with medical leave for their serious health condition.
- (b) The Company will grant time off in accordance with all applicable state and municipal paid sick time accrual requirements. To the extent this policy differs from any applicable state and municipal paid sick time requirements, the more generous policy will apply.
- (c) Requests for leave must be submitted through the Workpartners leave request process.
- (d) If you qualify for Family and Medical Leave (FMLA), you will be required to take FMLA when requesting medical leave.
- (e) Medical certification supporting your need for medical leave due to a serious health condition is required.
- (f) A medical leave will generally be a minimum of five (5) days.
- (g) Medical leaves of absence will generally be no more than twenty-six (26) weeks and will run concurrently with FMLA or ADA leaves.
- (h) Associates may choose to use paid time concurrently with the unpaid leave.
- (i) Associates should notify Workpartners of their estimated return date and leave status every (30) thirty days. Associates must speak to the leave specialist with Workpartners to modify the status of leave in any way (including but not limited to an extension of leave, early return to work, decision to not return to work, etc.).
- (j) If applicable, medical leaves of absence will be subject to the appropriate attendance points per the attendance policy. Attendance points will not be given under FMLA.
- (k) Failure to return from the leave or to notify AUTOKINITON that additional leave may be required upon expiration of a leave will be considered a voluntary resignation.

12.3 Family Medical Leave (FMLA)

- (a) The Company provides Family Medical Leave in the event an associate must be absent from work due to personal illness or injury of the associate or a parent, spouse, or child under the FMLA and particular state laws.
- (b) If you qualify for Family and Medical Leave (FMLA), you will be required to take FMLA when requesting medical leave. See the Federal Family and Medical Leave

Policy/FMLA AGG-HR-01-16. The details of the Company's FMLA policy are explained in that policy document.

12.4 Military Leave of Absence

- (a) If you are an eligible associate who is a member of the National Guard or of a reserve component of the Armed Forces, you will be granted military leave to participate in active or inactive duty or training. Time off is also permitted for you to undergo an examination to determine your fitness for duty in any of the federal military forces.
- (b) If you qualify for leave under the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA) you will be required to take leave in accordance with that act. See the Military Leave Policy AGG-HR-01-19. The details of the Company's Military Leave policy are explained in that policy document.

12.5 Union Leave of Absence

- (a) Upon written request to the plant management, at least Seven (7) calendar days prior to the effective date of a Union leave listed below, such leave may be granted by the Company on terms and conditions agreed to between the Company and the Union.
- (b) A seniority Employee elected or appointed to an office in Local 2000 or the International Union, will be granted a Union leave of absence without pay or benefits for the time of the appointment. Such leave will be renewed on an annual basis and may be cancelled by the union by written notification to the company at any time.
- (c) A seniority Associate may be granted a leave of absence for up to two (2) weeks per year to attend the National Convention, be a delegate to the Union's summer school, or work on Local Union business. No more than two (2) Employees can be off under the provisions of paragraph (2). Additionally, there is a limit of 6 associates per year eligible for this leave.
- (d) Short term Union Excused days (less than five (5) days) may be granted but require the Union to give at least a three (3) day advanced notice to the Company except in unusual cases where failure to give notice is beyond their control. Permission by the Company will not be unreasonably withheld, unless granting such leave would harm the company's ability to meet the customer's needs.

12.6 Personal Leave of Absence

- (a) Associates may request a personal leave of absence for extraordinary circumstances that are not covered under other leave policies.
- (b) Personal leaves requests are to be submitted to Workpartners for review. Approval of a personal leave will be determined by the Department Manager and Human Resources Manager.
- (c) Full time associates that have completed six (6) months of service may be eligible for personal leave.

- (d) All available unused vacation and any other available paid time off must be exhausted during a personal leave.
- (e) Leaves will generally be a minimum of five (5) days.
- (f) Associates will generally be allowed up to two (2) personal leaves that typically do not exceed six (6) weeks of personal time in a rolling twelve (12) month period.
- (g) If an extension to a leave is needed or if leave beyond what the policy generally provides is requested, you should submit your request to Workpartners. The request will be reviewed by the Department Manager and Human Resource Manager. Any request for leave beyond what the policy generally allows will be reviewed by the Executive VP of Human Resources or their designee.
- (h) Personal leaves of absence will be subject to the appropriate attendance points per the attendance policy, where applicable.
- (i) Failure to return to work from the leave will be considered a voluntary resignation.

12.7 Return to Work

- (a) An associate who returns from a leave of ninety (90) or more calendar days due to their own serious health condition may be required to complete a fitness for duty exam and be cleared to return to work by the Company's contracted healthcare provider before returning to work. A statement from their doctor as well as a physical exam may be required before returning to work to determine if they are able to perform the essential functions of the job.
- (b) The Company will reinstate associates to their original position whenever possible. The Human Resources Manager and Department Manager will determine how long a position can reasonably be held open considering all circumstances unless applicable law provides otherwise.
- (c) If the Company is unable to hold the former position open, the associate may be placed in an appropriate alternate position if qualified and if one is available.
- (d) Except where leave is covered under the FMLA or Military policy if an appropriate alternate position is not available when an associate is ready to return from a medical or personal leave the associate may be terminated and given preference for future openings for which the associate is qualified.
- (e) Failure to return to work or to notify AUTOKINITON that additional leave may be required upon expiration of a leave will be considered a voluntary resignation.
- (f) An associate absent from work for ninety (90) or more calendar days may be required to submit to a drug test before returning to work. See policy AGG-HR-01-06 Alcohol, Tobacco, and Drug Free Workplace.
- (g) An associate who returns from an extended leave greater than ninety (90) calendar days may be required to be retrained on any task that may affect product quality.

12.8 Leave of Absence Limitations

- (a) While on leave, associates are still subject to any lay-off or reduction in force as permitted by applicable law.
- (b) Malingering and other abuses of leave with or without pay will constitute grounds for dismissal.
- (c) Colleagues who are on an approved leave of absence may not perform work for any other employer during that leave, except when the leave is for military or public service.
- (d) Consult Human Resources for any impact your leave may have on your eligibility for any bonus or merit award.
- (e) Specific policy #'s and policy language may be updated and revised as necessary in order to achieve organizational efficiency and legal requirements.
- (f) Workpartners is the current third-party administrator of leaves. The Company maintains the right to change 3rd party administrators or to move administration in-house as required.

Article XIII – Technology/Processes

13.1 Technology/Processes

The Union agrees that it will not, directly or indirectly, interfere with or oppose, but will support the legitimate and reasonable efforts of the Company to maintain efficiency, to conserve materials and supplies, eliminate waste and to utilize improved methods of conducting business.

The Company maintains the right to make administrative changes to methods related to timekeeping, leave management, mobile phone apps, computer processes, and other technology and administrative changes to improve efficiency and communication (and other efficiencies not specifically listed). The goal of the Company is to streamline processes and reduce hard copies of information that can be reduced to an electronic record whether directly by the Company or through a third-party provider.

Article XIV – Miscellaneous

14.1 Contracts

The Company will provide one (1) pocket-sized and bound agreement to each full-time represented associate for the life of this agreement. The agreement will have the UAW wheel and AUTOKINITON emblem printed on the cover along with effective dates of the agreement.

The Union Bargaining Committee will be afforded an opportunity to proofread the full agreement for errors prior to it being printed. The full-time represented associates currently employed will receive the printed agreement within 90 days of ratification. Any new full-time represented associates will receive a copy of the agreement upon full-time hire.

14.2 Dual Supervision

Associates will be expected to follow the last instructions given to them by a member of management and will not be disciplined for failure to follow the previous instructions given to them if there is a conflict between the two.

14.3 Security Cameras

The Company may install internal video cameras to monitor equipment. The Company will provide the Union with a list of all equipment-monitoring cameras and their location on the effective date of this Agreement and will continue to update the Union if additional cameras are installed.

The Company may install temporary internal video cameras for purposes of investigating potentially serious misconduct for which there is an underlying reasonable basis supporting an investigation. The Company will meet with the Chief Steward and discuss the installation and supporting rationale. The camera may be installed following the meeting.

Discipline up to and including discharge may be based on video and still photos derived from video cameras that are installed for specific investigations in accordance with the process described above.

The Company shall not install or use video cameras for any purpose in areas of the Company's premises that violate the employee's right to privacy such as in bathrooms or places where employees change clothing or provide drug or alcohol testing specimens. Cameras will not be utilized as a substitute for proper supervision, nor will front line supervisors have access to such video footage.

There are no restrictions on the Company's right to install and use video cameras on the exterior of the facility.

The Union shall have the right to review information recorded by security cameras for purposes of grievance investigation and representation, upon written request.

14.4 UAW Flag

A UAW flag, provided by the Union is to be flown beneath the American Flag on the front flagpole of the facility.

Article XV – Shift Premiums

15.1 The day shift is any shift that is scheduled to start at or after 4:00 a.m., but before 12:00 noon. The afternoon shift is any shift scheduled to start at or after 12:00 noon, but before 8:00 p.m. The midnight shift is any shift scheduled to start at or after 8:00 p.m., but before 4:00 a.m.

15.2 There is a shift premium for all shifts other than the day shift:

- (a) Afternoon shift: \$1.00 per hour.
- (b) Midnight shift: \$1.00 per hour.

Article XVI – Economics

16.1 Current rates and rate increases for AUTOKINITON associates.

Department/Job Title	Proposal Wage Upon Ratification	2024	2025
Stamping / Welding			
Prod I	\$17.00	\$17.75	\$18.50
Utility Associate	\$19.25	\$20.00	\$21.00
Prod II (Press Operator)	\$20.00	\$21.00	\$22.50
Die Setter	\$22.00	\$23.00	\$24.50

Transfer Tech	\$22.00	\$23.50	\$25.00
Material Control			
Inventory Analyst	\$19.50	\$20.25	\$21.00
Material Handler	\$19.50	\$20.25	\$21.00
Shipping Clerk	\$19.75	\$20.50	\$21.25
Steel Receiving	\$19.75	\$20.50	\$21.25
Quality			
Cut & Etch Tech	\$19.00	\$19.75	\$21.00
Quality Tech	\$19.50	\$20.25	\$21.50
CMM Programmer	\$29.00	\$30.00	\$30.75
Maintenance			
Floor Scrubber / Custodial	\$16.50	\$17.15	\$17.80
Crib Attendant	\$19.00	\$20.00	\$21.00
Maintenance Planner	\$20.00	\$21.00	\$22.00
Weld Tech	\$22.00	\$23.00	\$24.50
Machine Repair - GRIII	\$31.00	\$32.00	\$33.00
Tool Room			
Die Repair - GRIII	\$31.00	\$32.00	\$33.00

16.2 Upon ratification, all associates will receive a minimum of a \$.50 hourly rate increase to the base wage. Associates who receive a maximum of a \$.50 increase to the base wage will receive an additional \$250 bonus.

16.3 Leader roles will be paid an additional \$2.00 per hour above their base rate.

16.4 Associates currently in the Technical Trade Program or GRII Program will continue with current program and receive updated rates throughout their progression. The Company may hire associates directly into the Technical Trade Program and GRII Program and

acknowledge previous experience and education when determining rate of pay within the program.

- 16.5 With advanced notification to the Union, the Company may raise the wage rate for a classification(s) at any time as it determines necessary to meet the market, provided it implements the increase for all associates in the classification(s). Associates who are above the new wage rate will continue to follow the new progression.
- 16.6 For each year of the contract starting in 2024, Associates who receive less than a \$0.75 wage increase will receive a lump sum payment outlined by the chart below:

Hourly Wage Increase	Lump Sum Amount
\$0.50 - \$0.74	\$500
\$0.25 - \$0.49	\$1,250
\$0.00 - \$0.24	\$2,000

- 16.7 Associates will be paid on a weekly basis.
- 16.8 Associates will be paid via Direct Deposit. Pay stubs can be retrieved by associates electronically.
- 16.9 In the event that an Associate is shorted on his/her last paycheck in error, it will be corrected on the next following paycheck, less appropriate deductions. A pay card will be issued if the correction is over \$100 within two working days of knowing of the required correction.
- 16.10 Increases to hourly rate of pay, for the years indicated on the chart, will be effective the following Monday of the anniversary date of the ratification of the agreement.
- 16.11 A ratification bonus payment will be made payable to all non-probationary active associates upon ratification of the tentative agreement in the amounts as followed:
- (a) \$500 for Associates hired between 2021 – Present
 - (b) \$750 for Associates hired between 2019 – 2020
 - (c) \$1,000 for Associates hired between 2014 – 2018
 - (d) \$1,500 for Associates hired in 2013 or before
- 16.12 Associates will be eligible to participate in the AUTOKINITON bonus plan. The current plan payout is based on two payout criteria: EBITDA and cash flow (subject to change).

The target bonus for represented associates is 3% of annual base pay including overtime. Participation is subject to all terms and conditions of the plan and is subject to change year to year.

Article XVII – Bereavement Leave

- 17.1 When a death occurs in your immediate family, you may request time off for bereavement. Full-time associates with over ninety (90) days of service may be granted up to three (3) or four (4) consecutive paid days off (including, attending the funeral), not to exceed 24 or 32 hours with pay, for bereavement leave.
- 17.2 Immediate family members for four (4) days paid Bereavement and one (1) excused unpaid day include:

Your spouse, children, adopted children, parent

Associates may request personal leave according to Article 12.

Extended family members for three (3) days Bereavement include:

brother and sister, grandparent, grandchildren, parent-in-law, grandparent-in-law, brother/sister-in-law, son/daughter-in-law, step children, step parent, step brother/sister, step grandparent, and step grandchildren.

- 17.3 Associates may also be granted one (1) day with pay to attend the funeral of the following:

Non-immediate family: aunt, uncle, niece, or nephew.

- 17.4 You must notify your supervisor when a death occurs in your family as soon as possible.
- 17.5 Verification of the death will be required to receive this benefit. Failure to supply verification will result in violation of the attendance policy.

Article XVIII – Jury Duty

- 18.1 A full time associate with over 90 days of service who is summoned and reports for jury duty, as prescribed by law, shall be paid a maximum of eight (8) for a scheduled five day work week (8 hours per day), a maximum of ten (10) hours for a scheduled four day work week (10 hours per day) and a maximum of twelve (12) hours for scheduled a three day work week (12 hours per day) of straight time (excluding shift premium), minus any wage paid by the court for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the Company. The Company's obligation to pay an Associate for jury duty is limited to a maximum of twenty (20) business days in any calendar year.

Article XIX – Vacation

- 19.1 Full-time hourly associates will be granted 24 hours of vacation eligibility upon reaching 31 days of service and an additional 16 hours of vacation time upon reaching 91 days of service. Vacation eligibility is as follows based on hours worked in the previous year:
After 1 year = 40 hours, After 2 years = 80 hours, After 5 years = 120, After 10 years = 160 hours. According to the following:
- | | |
|---------------------|-------------------------|
| 1500 hours or above | 100% of allotment above |
| 1499 – 1100 hours | 75% of allotment above |
| 1099 or below | 50 % of allotment above |
- 19.2 A vacation year is based on an anniversary year, beginning with the date of hire. Vacation must be used within the anniversary year and cannot be carried over from one year to the next. Any unused vacation time will be paid out up to 40 hours within 30 days after an associates vacation renewal provided the associate requests the payout from Human Resources.
- 19.3 Scheduling Vacation - Vacation must be scheduled and approved 24 hours in advance. Vacation will be approved based on department needs. Vacation may be utilized in 4 or 8 hour increments.

Article XX – Holidays

- 20.1 To be eligible for holiday pay the associate must have; 1) completed the probationary period; and 2) worked the full last scheduled workday before and full scheduled work day after the date observed as a holiday.
- 20.2 Avon hourly represented associates will follow the AUTOKINITON corporate holiday schedule for the life of the current collective bargaining agreement. The holiday schedule is generally published around November for the following calendar year. Minor variations in the number of paid holidays may occur due to the timing of the “Holiday Bridge”. Generally, associates receive 14 paid holidays per calendar year.

2023

- | | |
|-------------------------------------|----------------------------------|
| ▪ New Year’s Day (Observed) | January 2 nd , 2023 |
| ▪ Martin Luther King Jr’s. Birthday | January 16 th , 2023 |
| ▪ Good Friday: | April 7 th , 2023 |
| ▪ Memorial Day: | May 29 th , 2023 |
| ▪ Independence Day: | July 4 th , 2023 |
| ▪ Labor Day: | September 4 th , 2023 |
| ▪ Thanksgiving: | November 23 rd , 2023 |
| ▪ Friday After Thanksgiving | November 24 th , 2023 |
| ▪ Christmas Eve (Observed) | December 22 nd , 2023 |
| ▪ Christmas Day: | December 25 th , 2023 |
| ▪ Holiday Bridge: | December 26 th , 2023 |
| ▪ Holiday Bridge: | December 27 th , 2023 |
| ▪ Holiday Bridge: | December 28 th , 2023 |
| ▪ Holiday Bridge: | December 29 th , 2023 |

Article XXI – Breaks

- 21.1 The Company will provide associates with a paid ten (10) minute first break and a paid twenty-five (25) minute second break or a paid fifteen (15) minute first break and a paid

twenty (20) minute second break. Any shift greater than 10 hours, will receive an additional 10 minute paid break.

Article XXII– Subcontracting

- 22.1 The Company prefers to use Bargaining Unit employees to perform special projects but may use outside vendors/contractors.

The Skilled Trades Manager responsible for the Skilled Trade's organization will meet with the Skilled Trade's Representative to discuss opportunities to keep special project work within the Avon facility one week prior to the work being awarded. Subcontracting will be a standard agenda item in the regular Union/Management meeting.

In cases of emergency, where there is less than 48 hours' notice, the Skilled Trades Representative will be given notice.

In all cases where outside vendors/contractors are used the outside vendor/contractor notice will be provided to the Skilled Trade's Representative, prior to the work being performed.

This notice will include:

- (a) Vendor/Contractor's name
- (b) Work to be performed
- (c) Beginning and completion dates
- (d) Specific trade(s) being utilized
- (e) Shift and hours of work
- (f) Number of outside contractors by trade

22.2 Transfer of Knowledge

In the interest of providing the best possible in-plant servicing of Company equipment by our Skilled Trades employees, they will, whenever feasible, assist/learn from outside vendors/contractors.

22.3 Work Guarantee

The Union and the Company jointly agree that during the term of this Agreement, they will work together to try to keep work in the Avon facility.

Article XXIII – Agency Associates

- 23.1 No agency associate will be retained longer than 480 hours worked. The company has until the following week to convert an agency associate to a direct hire.
- 23.2 The company will not utilize more than 15% of the total bargaining unit associates as agency employees. Before the company needs to exceed this maximum percentage, the Company will meet with the Union to discuss its reasoning's.

Article XXIV – Health and Safety

24.1 Overview:

The safety and security of our associates is of primary importance. The Company pledges to create a work environment and to conduct business in a manner that protects the health and safety of our associates, guests, suppliers and customers. We are committed to integrating safety into all aspects of our business and continuously improving our safety performance. All associates are responsible for promoting a healthy and safe work environment for our fellow associates, maintaining our facilities free from recognized hazards, and complying with all Company safety rules and precautionary measures.

24.2 Health and Safety Reporting:

Associates are strongly encouraged to report health and safety concerns to their immediate supervisor or any available member of management. Safety concerns will be immediately addressed in order to prevent any imminent danger to our associates. Any AUTOKINITON associate who is found to be responsible for retaliating against any individual for reporting of an unsafe working condition or cooperating in an investigation, will be subject to disciplinary action up to and including discharge.

24.3 Joint Health and Safety Committee:

The Company and Union agree to form a standing committee to address health and safety concerns in the workplace. The committee will consist of three (3) union representatives (one of which will be the Chief Steward) and three (3) management representatives (two which will consist of the Plant Manager and the Plant Health & Safety Manager/Professional). Anyone other than the committee must be invited to attend jointly by the committee.

The Committee will meet monthly at a mutually agreed time and place. If a joint committee meeting is canceled, it should be rescheduled as soon as feasible. If the joint committee is unable to resolve an issue, that issue may get reduced to writing in the form of a Health and Safety grievance.

The Joint Committee may agree to additional training for the committee at the Company's expense. Any training that incurs a cost must be mutually agreed upon by the Company and Union. The Joint Committee will also choose one (1) safety topic each quarter to present to associates at the next Town Hall Meeting to be held.

24.4 Health and Safety Grievances:

Once a Health and Safety grievance is presented to a member of management, the grievance will advance immediately to step 3 of the grievance procedure.

24.5 PPE (Personal Protective Equipment):

PPE required for a job will be provided to the associate at no cost, prior to starting a job assignment. This includes but not limited to, non-prescription safety eyewear, ear protection, gloves, sleeves, hard hats, bump caps and/or any other required PPE (excluding proper footwear). The Company will provide the following allowances:

Safety Shoe Allowance Program	\$150 every 12 months voucher
Safety Glasses Allowance Program	\$110 every 12 months voucher
Winter Garment Program	\$150 every 24 months (Qualified Hilo Drivers, Qualified Maintenance Associates, and any other classifications that apply and approved by management)

24.6 First Aid:

The Company will provide stocked first aid cabinets and AED unit in plant areas with the location agreed upon by the Union and the Company. Should any associate be pulled off the floor for a non-emergency illness or injury, the Union will be notified and if requested, allowed to confer with the associate.

24.7 Heat Exhaustion Prevention:

The Company shall install and maintain a Heat Index Monitor system in a mutually agreed area of the plant. Thirty (30) minutes prior to each break, the Plant Manager or his/her designee will check the monitor. If the Heat Index is higher than ninety-five (95) degrees, there will be an additional 10 minutes added onto that break time. Upon return from the break, each employee will be provided a non-soft drink (e.g., water, Gatorade, PowerAde). Each shift is responsible to monitor the heat index for that shift.

24.8 Ergonomics:

The Union and Company agree that ergonomics is a key to longevity and creating a healthy and safe work environment. The JHSC will be tasked to explore the use of ergonomic matting to reduce fatigue.

24.9 Arc Flash Equipment / Uniforms:

Arc Flash equipment and uniforms will be provided to the job classifications in which this protection is required. Any dispute to what classifications should require or be issued this equipment and uniforms should be first handled through the Joint Health & Safety Committee.

24.10 Water Coolers:

The Company agrees to provide, maintain, and properly stock water coolers in mutually agree areas of the plant.

Article XXV – Tool Purchase Program

- 25.1 Associates must be active, full-time and completed ninety (90) days of service. The Company will reimburse active Trades associates up to \$400 annually during the life of the collective agreement for the purchase of tools.

Article XXVI – Uniforms, Lockers & Breakrooms

- 26.1 The Company will pay the initial vendor set up fee and provide a uniform service for associates who wish to rent uniforms. The associate will be responsible for the weekly cost.
- 26.2 The Company shall provide and maintain lockers for each associate and locker rooms within the facility. Associates will be responsible for keeping the inside of their lockers clean and sanitary. For any locker searches, the Company will have the applicable associate and/or Union representative present. Any damages to the locker will be the responsibility of the associate with exceptions for normal wear and tear.

The Company shall provide and maintain a clean breakroom area with equipment (e.g., refrigerator, microwave, coffee machine)

Article XXVII – Education Assistance

- 27.1 All non-probationary associates are eligible to apply for educational assistance.
- 27.2 Courses must be approved in advanced of registration by the associate's Manager and the local Human Resources Manager.
- 27.3 Only courses offered by an accredited college or university will be reimbursed and class schedules cannot conflict with associates regular work hours.
- 27.4 Associates must receive an acceptable grade. Completion of courses with a grade of C or better will normally be considered acceptable (2.0 on a 4.0 scale). If a higher level of performance is required by the institution for satisfactory completion, the higher level will be required.
- 27.5 Fees, transportation, tools, supplies, books and miscellaneous expenses are not eligible for reimbursement.
- 27.6 Educational Assistance may be a partial reimbursement – 50% for general education and up to 100% for courses directly applicable to an associate's current position. Courses or programs not related to the Company's business are not reimbursable.

- 27.7 A maximum of \$5,250 of eligible costs will be reimbursed for courses completed during a one year period beginning January 1st of each calendar year.

Article XXVIII – Benefits

28.1 Medical Insurance:

Effective May 1, 2023 and throughout the term of this Agreement, The Company agrees to make available to regular full-time bargaining unit associates, its healthcare benefits on the same basis and under the same terms as The AUTOKINITON US Holdings, Inc. Associate Benefit Plan (The Plan). As determined by The Company, The Plan will define eligibility requirements; coverage and/or benefit levels; associate premium contributions; co-pays, deductibles and/or other participant costs; carriers and/or plan providers; plan administrators; and/or the healthcare plans themselves.

The claim procedures of the healthcare plans and not the grievance and arbitration procedures of this Agreement shall be used to resolve claims or disputes as to claim eligibility, coverage, benefits, and payments to providers under the respective plans.

28.2 Retirement Savings Plan:

The Company will continue to provide members with the opportunity to participate in a 401K Retirement Savings Plan.

Associate Contributions - An associate may contribute up to 100% of their eligible pay on a pre-tax and/or Roth basis, subject to annual IRS limitations.

Company Contributions - The Company will contribute to an associates 401K via a match formula. The Company will match 100% of the first 1% of eligible earnings, and 50% of the next 5% of eligible earnings. Associates will be eligible to participate in the Company's 401K Retirement Savings Plan on the first of the month following the 2-month anniversary of their hire date. On this date new associates will be automatically enrolled at a 3% contribution rate. Thereafter, their contribution will be automatically escalated annually at a rate of 1%, to a maximum of 10% contribution level.

Article XXIX – Attendance

- 29.1 Associates will receive four (4) Emergency Excused Absence Days starting January 1st of every year. EEA Days must be used with vacation or personal days. Associates will still qualify for monthly perfect attendance awards but using two EEA Days in a six month period eliminates them from bi-annual perfect attendance award. Associates are not

allowed to use more than two (2) EEA Days consecutively. If you are at an attendance warning level, you are disqualified from using EEA Days. For the remainder of 2023 associates will receive three (3) EEA Days.

- 29.2 Associates will have three (3) attendance points removed upon ratification of this contract. Associates who currently have a half point or less upon ratification will receive a \$200 bonus and associates who have between one point and two points upon ratification will receive a \$100 bonus.

Article XXX – Successor Clause

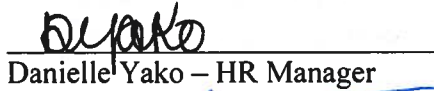
- 30.1 The Company agrees to comply with all federal and state statutes regarding meaningful notice to Employees and to the Union in the event of a sale, transfer, or closure of this plant. This agreement shall be binding upon the Company's and Union's respective successors, assigns, purchasers, or transferees.

Article XXXI– Duration

- 31.1 This Agreement shall take affect at 12:01 a.m. on March 8th, 2023 and shall remain in effect until 11:59 p.m. on June 1st, 2026. This Agreement shall automatically be renewed for one year unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other of a desire to terminate this Agreement and to modify, alter, amend, renegotiate or change this Agreement. Such notice shall have the effect of terminating this Agreement on the termination date, unless prior to such termination date a new agreement is ratified, or the parties agree in writing to an extension of the termination date.

For AUTOKINITON Avon


Julian Flint – Area HR Manager


Danielle Yako – HR Manager


Ryan Hernandez – HR Director


Joe Shepherd – HR Generalist


Mike Summers – Plant Manager


Derrick Howard – Operations Manager


Tom Lowe – VP Operations

For the Union


Dana Owens – Chairperson


Omar Miranda – Vice Chair


Tommy Berner – Skilled Trades Rep


Frank Barnett – Recording Secretary


Bill Samples – UAW Local 2000 President


Steve Frammartino - International Servicing
Rep., UAW


Dave Green - Region 2B Director, UAW