

## EQUAL EMPLOYMENT OPPORTUNITY AND RIGHT TO WORK

### ARTICLE II

Section 1. The Company and the Union agree that the provisions of this Agreement shall apply to all employees without discrimination, and in carrying out their respective obligations under this Agreement neither will discriminate against any employee on the basis of race, color, national origin, age, gender, sexual orientation, religion, disability, union activity, or any other criteria protected under federal, state or local law (as same may change from time to time), including harassment based on any of these factors.

Section 2. New Employees will be eligible to become members of the Union after thirty (30) continuous calendar days of employment. No employee is required to become or remain a member of the Union, or to pay initiation fees, membership dues, or any other fees to the Union. Employees shall not be harassed, intimidated or retaliated against in any way by anyone because of their choices whether to join the Union or not to join, and whether to pay or not to pay membership dues or other fees.

Nexter Management will not abuse their authority to interfere with, restrain or coerce employees because of membership or lawful activity in the Union, nor will it by discrimination in respect to hiring, tenure of employment or any term or condition of employment, create a hostile work environment or attempt to discourage membership in the Union.

Section 3. Employees having concerns regarding discrimination or harassment of any kind are encouraged to utilize the Grievance Procedure in this Agreement. It is agreed that the Grievance Procedure will be final and binding as to all equal employment matters resolved through the procedures.

Section 4. Neither the Company nor the Union will intimidate or coerce employees in respect to their right to work or in respect to Union activity or membership, and agree further that there shall be no solicitation of employees for Union membership by the Union during working time. Violations of this provision will be grounds for discipline.

Section 5. The Company and the Union agree to promote diversity in the workplace and will cooperate on the development of plans to enhance diversity in the bargaining unit.

Section 6. Consistent with the requirements of the Americans with Disabilities Act, the Company will make reasonable accommodation to the limitations of qualified individuals with disabilities and will extend employment opportunities to such persons taking into account the needs of the business and safety.

Section 7. The Company will allow employees to review personnel records in accordance with the 1978 Michigan Employee Right to Know Act, and other applicable law, as same may be amended from time to time.

Section 8. Nexter agrees to follow USERRA regulations.



Section 9. The Union raised a number of concerns regarding the subject of personal privacy. The discussions centered on the collection and dissemination of personal data concerning employees and/or their conduct in the workplace.

The Company reassured that it places as much importance on the confidentiality of such information as does the Union, in this regard, the Company will continue to protect and respect the confidential nature of all personal information, Both the Company and the Union agreed that the collection and dissemination of all such data must be related to the legitimate needs of the business or as required by any local, state or federal law, regulation, or court order.

Section 10. The parties discussed the need to provide training to all employees, including individuals with disabilities as required by appropriate state and federal law. Recognizing that providing training to individuals with disabilities may require specialized instruction, the Company agrees to provide appropriate resources that allow individuals with disabilities to receive necessary training opportunities afforded other employees.

Section 11. The UAW and Nexteer have worked together for many years to understand and promote diversity in the workplace, a goal we absolutely agree on and are fully committed to. The parties have long recognized that diversity is the collective mixture of our similarities and differences. Both organizations recognize that diversity includes race and gender, as well as broader dimensions such as family status, religion, sexual orientation, education, abilities, disabilities, military status, union, non-union, language and many others. Diversity is a positive asset to an organization because only by leveraging our diversity will we be able to achieve the kind of relationship that we know is necessary if Nexteer Automotive is to prosper and provide good jobs that allow employees, both union represented and salaried, to be secure in today's complicated world.

Management William Burt date 12/9/15  
Union Robert A. Brown date 12/9/15



