

ARTICLE XXV
GENERAL PROVISIONS

Section 1. Eating on the Job

The Company recognizes that on operations at the Saginaw site where employees eat their lunch on the job, in so far as practical, the lunch should be uninterrupted. Obviously, in the case of an emergency that would jeopardize the safety of employees or operations, employees will tend to the problem immediately.

In situations where a chair is provided for an eat-on-the-job employee, the chair must be located so the operator can observe and maintain surveillance of the operation and not interfere with other operations or safety. The employee's personal preference will be considered for each eat-on-the-job operator, based on the shift having the most such assignments in the department.

In situations where there is more than one (1) eat-on-the-job employee in a department and they are not able to eat at the same time, it will not be necessary to provide a chair for each operator.

However, it will be permissible for employees to take items of food/drinks, such as a sandwich, fruit, candy, or pop/water, etc.. to their job and eat/drink it during the shift when their work will permit it without loss of production on their job or creating unsanitary conditions or interfering with quality.

Section 2. Motorcycle Parking

The Saginaw Site will provide motorcycle parking by designating an adequate area at each plant from the first Monday in April through the first Monday in November.

Section 3. Smoking Areas

The Company agrees to continue maintenance of the outside smoking areas by providing weather protection and appropriate facilities to employees (i.e. picnic tables, canvas, slabs, etc.)

Section 4. Foul-Weather Gear

An adequate supply of parkas, insulated coveralls, and rain gear will be issued to employees in each plant working outdoors for extended periods of time in cold and rainy weather. The parkas, insulated coveralls, and rain gear will be cleaned and repaired as needed. The foul weather gear will be stored in each plant in appropriate areas designated by supervision.

Suitable light weight jackets will be available for the pickle house employees and outside crane drivers to wear outside during cold and inclement weather. The respective group leaders at each location are responsible for the repair and cleaning.

Management sees no need to provide light weight coveralls for summer weather.

Section 5. Coveralls/Uniforms

The Company will issue five (5) pairs of fitted coveralls / uniforms to all maintenance and machine repair employees who desire them and who have not yet been so fitted. Jobs where it is determined that coveralls / uniforms are necessary will be provided with such.

Section 6. Locker Inspection – Opening Tool Boxes

The Company reaffirms its policy to notify employees by bulletin board notices of general locker inspections, while reserving the right to randomly inspect lockers and employee's personal property for cause. There will be occasions when it is necessary for The Company to open an employee's tool box to obtain an item of Company property needed when the employee is not present. Supervision will be cautioned that under this circumstance due care should be taken to safeguard the employee's property

Section 7. Damaged Clothing

Situations where employees experience damaged clothing will be evaluated on an individual basis at their respective plants. Any questions regarding proper protective equipment should be brought to the attention of the employee's advisor when the concern arises.

Section 8: Picnic Tables

Picnic tables will be placed on the outside of the plants, with the understanding that employees will maintain good housekeeping in these areas and will dispose of all litter in the containers provided.

The union has requested that management add additional picnic tables at the plants at the division. Management will make periodic checks on the usage of the picnic tables and where such checks reveal an insufficient seating capacity, corrective action will be taken.

Section 9: Continuous Improvement

The Top 10 Issues Board is an important tool in supporting the operators to do their jobs and achieve Customer Enthusiasm. If a team needs assistance on an issue, the issue will be sent to the Sub Council. The leadership in the Sub Councils in the plants will also visit the Top 10 Issues Boards at least every other week. The No. 1 issue from each board will be part of the Sub Council Agenda. The Sub Councils will establish a time limit for completion on the No. 1 issue as it appears on the Sub Council Agenda. If the Sub Council cannot find a resolution, the issue, along with documentation, may be sent to the Plant Quality Council. If no resolve, the issue will be forwarded first to the PJAC, LJAC and then the Key Four and ultimately the Site Quality Council for final resolution. Once a completion date has been agreed upon, the team will decide on the next No. 1 issue.

Section 10: Communications

Each plant shall have a regularly scheduled meeting between representatives of the Local Management and the Shop Committee at a time to be mutually agreed upon by the parties.

Section 11. Emergency Calls

Management agrees that emergency phone calls to employees at work should be handled without undue delay. Emergency calls that are received by Plant Security will be relayed to the supervisor. The time will be noted and if the department doesn't call back within a short period of time indicating the message was delivered, another call will be made to assure delivery.

Section 12. Hand Tools

Production Employees:

Management will supply the required tools for the jobs performed by production employees.

Skilled Trades:

Special tools needed by skilled trades employees will be available on a regular tool check basis. Stolen tools will be replaced when it is apparent that there was no neglect on the part of the employee (for example, failing to lock up the employee's tools at appropriate times) and that the tool(s) were in fact stolen. The employee and their advisor will present a signed A.V.O. to this effect to the Tool Advisor. Broken or damaged tools will be repaired or replaced when broken or damaged in the course of performing the work assignment provided such facts are satisfactorily established.

Section 13. Vending – Cafeteria Service

Cafeteria and Vending services will continue as business case supports.

Section 14. Hot Weather Provisions

The Company agrees to continue to provide Gatorade or its equivalent when outside temperature rises above 85° F.

Section 15. Issuing of Orders

Management stated it is willing to recognize the desirability of employees receiving orders from one (1) Group Leader. Furthermore, Management will instruct all supervision of this intent. The parties recognize that this is not always practical due to a considerable number of employees assigned to service operations covering a broad geographical area. Other occasions such as production difficulties and shop rule violations would require orders being issued by other than an employee's Group Leader. In any event, the employee will only be required to follow the last orders given to them by a member of supervision and will not be criticized for doing so.

Section 16. Job Examination/Time Study - Notification

The need to periodically examine or to re-examine an operation, which often times includes the time studying of an employee's job related activities, is a necessary and vital function. These types of examinations will continue for legitimate business purposes and Management will notify the affected employee/s and district committeeperson prior to the commencement of the activity.

Section 17: Transfer Machines

Management has studied the union's request concerning a straight 8 hour shift for transfer machine operators. Under present operating conditions and model mix, transfer operators will be placed on a straight 8 hours shift with the operators eating lunch on the job.

Section 18: Arbitration Cost

The parties agree that after splitting the cost of taking three (3) grievances through Arbitration during a calendar year, any additional grievances taken to Arbitration will be paid in full by whichever party loses in each case.

Section 19: Sub Councils

The Parties agree a subcommittee made up of not less than two nor more than six of the district committee persons in a subdivision of the plant may be formed to meet with the representatives of Management in charge of such plant subdivision. A member of the Shop Committee for that zone may participate in such meeting. Issues not settled by them may be referred to the Shop Committee as a whole for appeal to highest Local Plant Management.

Section 20. Nexteer Production System

UAW Local 699 and Management both share a common vision to have Nexteer be the World Quality leader in design and manufacturing that surpasses customer expectations while providing our people with a superior work environment and job security, as well as maintaining an acceptable return on investment.

Team Concept: The parties recognize that the Company's ability to be competitive and to manufacture products safely at world-class quality, cost, and timing levels is contingent upon improving productivity, equipment, quality awareness, flexibility, and the stability of the workforce. To this end, the parties agree to provide an organizational culture based on the Team Concept. The team concept will serve the needs of our employees and provide our customers with continuous improvements in product quality and value. The parties' success at this site is contingent on operating the plants with an organization reflecting modern manufacturing techniques. Modern manufacturing techniques require all employees to demonstrate a flexibility in performing the job function in which they are trained, qualified and most importantly that which they can perform safely.

Nexteer Production System (NPS)

1. Support training needs for plant; help develop training material as required
2. Facilitate new hire NPS training during orientation and take a key role in new hire orientation process

3. Participate in continuous improvement workshop activities: collect data and lead where required
4. Implement & teach foundational elements of the Nexteer Production System
 - a. Workplace Organization
 - b. Standardized Work
 - c. Visual Controls
 - d. Quality systems (BIQS implementation)
 - e. Continuous Improvement Process
 - f. Team Board Process
5. Support H&S “speak up” culture
6. Teach and coach the hourly workforce on problems they can resolve
 - a. Teach 7 forms of waste & how to identify
 - b. Assist teams in identifying cost savings for team projects
7. Introduce the teams to practical problem solving tools (Pareto, Gap analysis, 5 why, etc) & work with plant staff to develop problem solving culture.
8. Meet with other NPS Leaders at Saginaw Division to identify & implement best practices
9. Other activities as identified with plant staff

We jointly recognize that the basics of the Sites success, as well as improvement in the quality of life for all its employees, depends on how well and how fast we can implement these principles, as well as others contained in NPS. Unless we jointly move forward together in these areas, our personal job security and economic well-being are in jeopardy. We must all work together to assure that Nexteer meets or surpasses its customers’ expectations in quality, cost, service, as well as generating a reasonable profit for its shareholders if we wish to continue to enjoy increased economic benefits and job security. Our intent is to aggressively grow the business while providing stable and/or growing opportunities for employment.

Information regarding working hours, safety, company policies and other matters relating to your employment is posted on the bulletin board from time to time for your guidance. Make a practice of reading the notices on the board. A posted statement is deemed a sufficient notice of policy, rules, regulations, hours, etc.

Reporting absences: Group leaders must be notified in advance when an employee expects to be away from work. When absence is unexpected, Plant management must be notified 1 hour prior to the start of the shift, if possible. Provisions have been made to receive reports twenty-four (24) hours a day, seven days a week.

Nexteer employees will be provided, upon proper processing, an original and up to two (2) replacements for lost **access cards** at no cost to the employee. Additional badges beyond those noted above will be subject to the appropriate charge. Management will continue its practice of replacing damaged/worn badges at no cost to the employee.

A **package pass** must be secured from the group leader to remove any personal property except lunch boxes and clothing belonging to an employee. No company property may be removed from the premises without permission of management. Authorized removal of such property also must be accompanied by a shipping ticket authorization made out by the shipping department. Packages, clothing and lunch boxes may be inspected by the security officer at the gate.

Change of address, telephone number marital status: Employees shall notify the Company's Human Resource Department in writing of their proper address or any change of name within fifteen (15) calendar days after any change. All notices given under this Article by the Company shall be by registered mail, return receipt requested or e-mail. The Company shall be entitled to rely upon the last known address on record in the Human Resource office.

Paychecks for absent employees: Final paychecks cannot be issued until company property is returned and a clearance issued. Badges, tools, goggles, etc., are company property.

Section 21: Shop and Safety Rules

The purpose of these rules and regulations is not to restrict the rights of anyone, but to define them and to protect the rights of all and to insure cooperation.

Shop Rules

Violation of any of the following Shop Rules will be sufficient grounds for disciplinary action ranging from reprimand to immediate discharge, depending upon the seriousness of the offense in the judgment of Management.

1. Misuse or unauthorized removal of employee lists, blueprints, Company records, or confidential information of any nature.
2. Theft or misappropriation of property of employees or of the Company.

3. Sabotage or deliberate destruction of any property belonging to the Company, its employees, its suppliers or its customers.
4. Careless use, misuse or abuse of any tools, equipment, materials, products or other property, owned by other employees or by the Company or in the Company's custody.
5. Falsification of personnel or other records.
6. Failure to ring your own time card, ringing a card other than your own, or permitting your card to be rung by another.
7. Improperly using another employee's identification badge or other Company passes, papers or properties entrusted to that employee, or permitting improper use of your identification badge or other Company passes, papers or properties entrusted to you.
8. Failure to show your badge upon request of Management or Security.
9. Assaulting, threatening, intimidating, coercing or interfering with supervision.
10. Assaulting, threatening, intimidating, coercing or interfering with employees.
11. Possession of weapons on Company premises at any time.
12. The making or publishing of malicious statements concerning any employee, the Company or its products.
13. Abusive language to Supervision or other employees.
14. Fighting on the premises at any time.
15. Immoral conduct or indecency.
16. Horseplay, scuffling, running or throwing things.
17. Shoving, jostling, or breaking into any line formed at the time clock or for the procurement of any article.
18. Distracting the attention of others, or otherwise causing confusion by unnecessary demonstration of any kind on Company premises.
19. Gambling, lottery or any other game of chance (or the possession of gambling paraphernalia) on Company premises at any time.
20. Possession or drinking of liquor or any alcoholic beverage on Company property or while on job assignment. Reporting to work under the influence of alcohol, or when suffering from alcoholic hangover or in any unsafe condition.
21. Operation of machines, tools, or equipment to which you have not been specifically assigned by an advisor.

22. Failure or refusal to follow the instructions of supervision or to do your job assignment. (Do your work assignment and follow instructions; any complaint may be taken up later through your group leader.)
23. Making scrap unnecessarily; faulty or careless workmanship.
24. Restricting output.
25. Absence from work or reporting late for work without reasonable cause.
26. Absent without reporting.
27. Failure to start work on time. Stopping work or making preparations to leave work (such as washing up or changing clothes) before lunch period or authorized quitting time.
28. Leaving work assignment or plant during working hours without permission or failure to return to work after lunch period without permission.
29. Wasting time or loitering in toilets or on any Company property during working hours.
30. Smoking in unauthorized areas.
31. Unauthorized soliciting or collecting contributions for any purpose whatsoever during working time.
32. Selling or distributing merchandise on Company time.
33. Unauthorized distribution of literature, written or printed matter of any description in working areas on Company premises during working time.
34. Posting, mutilating, disfiguring or removal of notices, signs, or writing in any form on bulletin boards or Company property at any time without specific approval of Management.
35. Littering or contributing to poor housekeeping, unsanitary, or unsafe conditions, on plant premises.
36. Disregard of safety rules or common safety practices.
37. Repeated violations of plant or safety rules.
38. Use, possession, distribution, sale or offering for sale, of narcotics or dangerous drugs including marijuana or any hallucinogenic agents, on Company property at any time. Reporting for work under the influence of narcotics or dangerous drugs.

Safety Rules

1. In the event of an emergency, or accident involving injury, notify your group leader as soon as possible and report to the Medical Department.
2. The wearing of wristwatches, jewelry, necklaces, neckties, or long sleeves is prohibited while working on revolving spindle operations, or on any other operation where doing so may constitute a hazard.
3. Finger rings will not be worn at any time by employees whose normal and regular work assignment is in the manufacturing area. Other employees will not wear finger rings while handling material or equipment or operating machinery or equipment.
4. Smoking is not permitted in any of the plants.
5. Safety eye protection (certified industrial lenses and frames) must be worn on all Company property except in locker rooms, offices, and cafeterias.
6. Safety guards must be in place before operating a machine.
7. Only authorized personnel may remove guards for repair and must replace them immediately following the repair.
8. Do not wear gloves without permission from your group leader.
9. Electrical disconnect switch must, where possible, be padlocked while repairing equipment.
10. Electric and hydraulic must be shut off, and air pressure released, while making changes, repairs, cleaning, oiling in or around any moving part that is hazardous. In the event that power must be turned on to check your work, extreme care should be exercised.
11. Machinery and equipment shut down for major repairs, tool or die changes must be equipped with safety locks to prevent accidental operation. The decision to lock out for tool changes or adjustments must be made based on the site lock out procedure.
12. Only authorized electricians are permitted to make changes or repairs on electrical equipment unless authorized by group leader.
13. All machines, except those specified by supervision, must be shut off while unattended.
14. Machinery or equipment may be operated only after thorough instructions in its safe operation.
15. The use of compressed air to blow off clothing or cool body is strictly prohibited. The air hose shall be used only for the purpose for which it is intended and shall never be directed at another employee.
16. Altering or using hand held air blow guns exceeding 30 PSI is prohibited.

17. Do not cause any unsanitary condition in drinking fountains or elsewhere in the plant.
18. Employees must wear prescribed safety clothing and equipment.
19. Employees other than operator must not ride on electric or gasoline driven trucks, or transporters unless a seat is authorized.
20. Attempting to un-jam equipment with the power source(s) on is prohibited. Wherever and whenever possible body members, such as hands and fingers, shall not be used to un-jam.
21. Always use the pedestrian doors when they are specifically provided.
22. Do not block stretchers or fire equipment.
23. Employees with long hair must wear protective hair covering when exposed to equipment that would create a safety hazard.
24. Employees must use the hearing protection required by their job assignment in the manufacturing and test areas.
25. All employees will be strongly encouraged to wear footwear with slip resistant soles that fully covers their feet while in the manufacturing or test areas. Prohibited footwear includes: open-toe (clogs, flip-flops, sandals), fabric, tennis, canvas, or heels greater than 2 inches in height.
26. Operating any powered equipment that has had any safety plugs or limit switches rendered ineffective is prohibited.
27. Crossing over assembly lines, transfer machines, or conveyors at other than designated positions is prohibited.

Section 22. Following the end of each week the Chairperson of the Shop Committee shall be furnished two copies and the Financial Secretary shall be furnished one copy of the list of names, department number and seniority dates of employees who during the preceding month have:

- (a) Acquired seniority.
- (b) Been granted leaves of absence for military service.
- (c) Been granted other types of leaves of absence of more than thirty (30) days' duration.
- (d) Returned to work from leaves of absence described in (b) and (c) above.
- (e) Employees whose seniority has been broken

Local Management will designate on the list those employees who ceased to be subject to the check-off and the reason therefore.

Section 23. Each week the Chairperson of the Shop Committee shall be furnished two copies and the Financial Secretary shall be furnished one copy of the list of names and department numbers of the employees who during the preceding week:

- (a) Became new hires into the bargaining unit (designating those hired as journeypersons, including identification of apprentice graduates, and employees-in-training (E.I.T.)).
- (b) Returned to work from permanent layoff.
- (c) Transferred
 - (1) Into the bargaining unit, or
 - (2) *Out of the* bargaining unit (to supervisory or non-supervisory position).
- (d) Had their employment terminated while in a temporary employee status, including the date of hire and last day worked of each such employee.
- (e) Lost seniority, and the reason therefore
- (f) Became deceased (including retired employees).
- (g) Were placed on permanent layoff.

The list shall contain the seniority dates of employees listed under (b), (c) and (g). It shall also include a notation of the seniority date of the employee with the longest seniority who is laid off or the "leveling off date.

Section 24. POW/MIA Flags

The Union requested that Nexteer Automotive facilities fly POW/MIA flags. As discussed, flying of flags at Nexteer Automotive locations is a matter of corporate policy. In view of the special sensitivity associated with Vietnam era MIA and POW issues, the Company indicated a willingness to consider exceptions to its normal policy, on flags when so requested by a Local Union. These exceptions may include: individual special requests, special days recognized by the U. S. government to honor or remember POWs or MIAs, or other appropriate holidays such as Memorial Day and Veterans Day.

It is understood that this matter is one of corporate policy and if revisions to the policy are made, the Union will be notified.

Section 25. Flying of the UAW Flag at Nexteer Saginaw

The parties also discussed the value in visibly communicating the partnership of the UAW and Nexteer Automotive. As such, the parties agreed that the joint leadership at all levels of the organization should take advantage of opportunities to visibly display this partnership to our employees and our customers externally.

- Continue to have and maintain UAW sign on outside of building at plant 4
- Fly the UAW local 699 flag at each plant
- Develop a process and guidelines for local union presidents and plant managers to identify, through signage, the UAW local (s) representing workers at their location.

Management *Herem Pruitt* Date *12/9/15*

Union *Robert W. Glass* Date *12/9/15*