

- Option 1: Rotate between Week 1 and Week 2
 Week 1: Four (4) ten (10) hour days commencing on Monday (Plan A Friday)
 Week 2: Four (4) ten (10) hour days commencing on Tuesday (Plan A Monday)
- Option 2: Week 1: Four (4) ten (10) hour days commencing on Monday (Plan A Friday)
- Option 3: Week 1: Four (4) ten (10) hour days commencing on Tuesday (Plan A Monday)
- Option 4: Week 1: Four (4) ten (10) hour days commencing on Monday (Plan A Friday); with three (3) twelve (12) hour days commencing on Friday (Plan A Monday)
- Option 5: Week 1: Four (4) twelve (12) hour days commencing on Monday; with three (3) twelve (12) hour days commencing on Friday. Teams will be on a rotation schedule.

Optional Schedules with Plan A Days Included

Nexteer may use any or all of the below schedules as alternative work schedules at the Nexteer site.

POSSIBLE ALTERNATIVE WORK SCHEDULES

Management will give the employees a two week notice prior to implementation.

- Skilled Trades
- Production Workers

Assignments for employees located at the Saginaw Site will be dependent on the current needs of the business and could include but are not limited to the following:

The implementation of this work schedule may result in multiple work schedules in effect concurrently at the same facility, e.g. 4 day/10 hour schedule, 5 day/8 hour schedule, or a 3 day/ 12 hour schedule

This Understanding is intended to improve the operational efficiency across the site, while maintaining the competitive cost structure necessary for preserving jobs at the Saginaw Site.

INTRODUCTION

Option 6: Rotate between Week 1 and Week 2
 Week 1: Four (4) ten (10) hour days commencing on Monday (Plan A Friday); with three (3) twelve (12) hour days commencing on Friday (Plan A Monday)
 Week 2: Four (4) ten (10) hour days commencing on Tuesday (Plan A Monday); with three (3) twelve (12) hour days commencing on Saturday (Plan A Friday)

Option 7:
 Week 1: Four (4) ten (10) hour days commencing on Tuesday (Plan A Monday); with three (3) twelve (12) hour days commencing on Saturday (Plan A Friday)

Exclusively 4 day – 10 hour crews

Option 1 (Staggered) – Rotate between Week 1 and Week 2
 Day Week 1 Week 2
 M 10 X
 T 10 10
 W 10 10
 TH 10 10
 F 10
 S X
 SU X

Option 2 (M – TH)
 Day Week 1
 M 10
 T 10
 W 10
 TH 10
 F X
 S X
 SU X

Option 3 (T – F)
 Day Week 1
 M X
 T 10
 W 10
 TH 10
 F 10
 S X
 SU X

4 day – 10 hour & 3 day – 12 hour Combined

Option 4 (Standard)
 Day Week 1
 M 10
 T 10
 W 10
 TH 10
 F 12
 S 12
 SU 12

Option 5 (Rotation)
 Day Week 1 Week 2
 M 12 X
 T 12 12
 W 12 12
 TH 12 12
 F 12 X
 S 12
 SU 12 X

Option 6 (Staggered) – Rotate between Week 1 and Week 2
 Day Week 1 Week 2
 M 10 10
 T 10 10
 W 10 10
 TH 12 12
 F 12 12
 S 12
 SU 12

Option 7 (T – F)
 Day Week 1
 M 12
 T 10
 W 10
 TH 10
 F 10
 S 12
 SU 12

Overtime for alternative work schedules

Overtime will be paid after 40 hours worked within each alternative schedule; however, employees that are assigned to a 3day/ 12 hour day alternative work schedule will be paid overtime after thirty-six (36) hours worked. Sunday will be considered double time for those employees assigned to 4/day /10 hour day alternative work schedule once they have worked 40 hours in a single week. For those employees who are assigned to the 3 day/ 12 hour day alternative work schedule will be paid double time on Sunday once they have worked 36 hours in a single week.

PLAN A

The parties agree that circumstances may arise where it may be necessary to exceed a daily ten (10) hour work schedule or a weekly forty (40) hour work schedule. The parties recognize that in implementing the AWS, provisions must be made to ensure that corporate production requirements are met while at the same time preserving the rights of employees to decline overtime. The provisions agreed to in the "Overtime Administration Guidelines" as they reference "Required Overtime" shall apply. Special effort should be made to provide the Departmental teams with an opportunity to provide input in establishing the method for covering mandatory overtime requirements and the development of an approved volunteer substitution list.

DAILY OVERTIME

Traditional Schedule (5 day/8 hours per day)

Hours in excess of nine (9) hours worked per shift shall be voluntary except as otherwise provided in this Memorandum of Understanding for an employee who shall have notified Management in accordance to Paragraph 8. Saturday overtime shall be mandatory under Plan A.

Alternative Schedule (4 day/10 hours per day)

Hours in excess of eleven (11) hours worked per shift shall be voluntary except as otherwise provided in this Memorandum of Understanding for an employee who shall have notified Management in accordance to Paragraph 8. Monday or Friday overtime shall be mandatory under Plan A.

Alternative Schedule (4 day/12 hours per day) or (3 day/12 hours per day)

Hours in excess of twelve (12) hours worked per shift shall be voluntary. Monday or Friday overtime shall be mandatory under Plan A.

MONDAY AND FRIDAY OVERTIME

Monday and Friday Overtime – Employees may be required to work Mondays or Fridays depending on Option, Shift, and Week Schedule listed above under Optional Schedules with Plan A Days Included; however except as otherwise provided in this Memorandum of Understanding, an employee who has worked two or more consecutive Mondays or Fridays for their Option, Shift, and Week Schedule may decline to work the following (third) Monday or Friday provided a) s/he shall have notified Management in accordance with paragraph 8. For the purposes of this Paragraph, Friday work shall not include hours

Repayment:

For the purpose of administering the Vacation Time Off Procedure of the GM-UAW National Agreement for employees on Alternative Work Schedule, an employee may use his/her Vacation Entitlement in accordance with the provisions of the national Agreement with the understanding that employees will be credited as having used such allowances at the same rate as the amount of scheduled working hours that they do not work.

Vacation Scheduling:

For an employee that are schedule into a three (3)/ twelve (12) hour day shift will be paid forty (40) hours of pay for thirty-six (36) hours worked.

STRAIGHT TIME FOR 3DAY/12 HOUR SHIFT

Alternative work schedules will be assigned to A shift, B shift, or C shift depending on shift start times for the purposes of shift premium according to the chart above.

Once an employee's regularly scheduled start time assigns them to, A-Shift, B-Shift, or C-Shift they will receive the designated premium for any hours worked prior to or after their shift. Employees assigned to the B-Shift on the weekend crews will receive C-Shift premium. This shift designation and the assigned premium will remain in effect for company paid training, travel or event purposes.

Shift Start Time	Shift	Premium
On or after 6:00 A.M. and before 8:00 A.M.	A-Shift	None
On or after 2:00 P.M. and before 6:00 P.M.	B-Shift	2.5%
On or after 8:00 P.M. and on or before 12:00A.M.	C-Shift	5%

The parties agree that a night shift premium will be paid on night shift earnings, including overtime premium pay, for time worked on shifts scheduled to start in accordance with the following chart:

SHIFT PREMIUM

For employees scheduled in Option 1 and (Option 5 above, the Plan A day will shift between Mondays and Fridays. For those purposes, those employees that have worked two consecutive Plan A days (Monday and Friday), may decline to work the following (third) Monday or Friday provided a) s/he shall have notified Management in accordance with paragraph 8. For the purposes of this Paragraph, Friday work shall not include hours worked on Friday by employees regularly scheduled to work Friday or any portion thereof as a normal scheduled work day.

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Notwithstanding the provisions of this Memorandum, Bereavement pay pursuant to Paragraph 218 (b) of the GM/UAW National Agreement will continue to be compensated on the basis of the amount of wages the employee otherwise would have earned during straight time hours subject to the applicable maximum of forty (40) hours or twenty-four (24) hours, per eligible death. In situations where Bereavement Pay is appropriate and the employee is on an Alternative Work Schedule, the employee may take forty (40) hours consecutive or twenty-four (24) hours consecutive, per eligible death.

Jury Duty and Military:

Jury Duty Pay and Short Term Military Pay will be compensated on the basis of the amount of wages the employee would have otherwise earned during straight time hours subject to a maximum of their regularly assigned work hours.

ALTERNATIVE – HOLIDAY WEEKS

Holiday Weeks for 4 day/ 10 hour day

During any week in which any of the Holidays specified in 2010 Nexteer Local Agreement fall, Management may schedule the forty (40) hour work week based on the regular eight (8) hour per day work week schedule, Monday through Friday. In such event the Paragraphs of the "Working Hours" section of the UAW National Agreement shall apply.

Holiday Weeks for 4 day/ 12 hour day or 3 day/ 12 hour day

During any week in which any of the Holidays specified in 2010 Nexteer Local Agreement fall, Management may schedule the thirty-six (36) hour work week in the days immediately adjacent to or in between the holiday but not on the holiday. Employees scheduled on a three (3) day/twelve (12) hour shift will still receive holiday pay. In such event the Paragraphs of the "Working Hours" section of the GM-UAW National Agreement shall apply.

TRAINING

During any week in which training is scheduled, Management may schedule the forty (40) hour work week based on the regular eight (8) hour per day work week schedule, Monday through Friday. In such event the paragraphs of the "Working Hours" section of the GM-UAW National Agreement shall apply.

Relief Time:

For the purpose of administering the provisions of the Local Relief Agreement, it is understood that the amount of relief time will be proportionately adjusted in such a way that there shall be no increase/decrease in the amount of relief time provided on a weekly basis in comparison to the regular five (5) day, eight (8) hour work schedule.

Miscellaneous Provisions:

It is further understood the implementation of this Memorandum will initially be discussed at the Management/Shop Committee step of the grievance procedure. If such issues are not resolved, they shall be reduced to writing and presented at this step of the grievance procedure.

It is further understood the implementation of the Alternative Work Schedule provided for in this Memorandum of Understanding will not result in any increase in representation being furnished.

Management and the International Union, UAW, along with the Local Union, agree to jointly audit AWS areas to see if the business case is being upheld.

Any deviation to this plan must be approved by the National Parties. Furthermore if either party Nexteer Automotive or the International Union, UAW choose to withdraw from this document can do so by giving a 30 day notice to either party.

The parties will mutually support any necessary application for variance to existing Federal and/or State Laws to ensure that this Memorandum is in compliance with those laws.

Regional UAW:


12-10-12

For Nexteer Automotive Corp:

