

Ventra Sandusky
Collective Bargaining Agreement

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AGREEMENT PROPOSAL

(Date)

This Agreement is made and entered on the ___th day of _____20__ by and between Ventra Sandusky, LLC located at 3020 Tiffin Ave, Sandusky, OH 44870 and the employees presently located at the Bellevue facility at 111 Hirt Drive, Bellevue, Ohio 44811, referred to herein as the "Company," and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local 1216, both referred to herein as the "Union." Both the Company and the Union shall faithfully perform this Agreement.

Interpretation of Agreement

It is the intent of the parties that this Agreement be consistent with all applicable statutes, rules and regulations, both State and Federal. To the extent this Agreement is inconsistent with the terms of any applicable statute, rule or regulation; the terms of the statute, rule or regulation shall govern. In such an instance, the remaining portions of the Agreement shall remain in effect, and shall be interpreted as nearly consistent with their terms as is possible without conflicting with the statute, rule or regulation.

Wherever the word "employee" is used in this Agreement, it designates and refers only to such employees as are covered by this Agreement.

Article 1

Recognition

Section 1

Recognition

The Company agrees to recognize the Union as the exclusive bargaining agent for its employees (as described in Section 2 hereof) at 3020 Tiffin Avenue, Sandusky, Ohio 44870 and the employees presently located at the Bellevue facility at 111 Hirt Drive, Bellevue, Ohio 44811 with respect to the rates of pay, wages, hours of employment, or other conditions of employment.

Section 2

Employees Included

The term “employees” whenever used in this Agreement and for the purpose of this Agreement, shall include all production, maintenance employees and miscellaneous inspectors, but shall not include direct representatives of Management such as executives and superintendents, clerical employees, engineers, timekeepers, plant guards, and other management and supervisory employees, as defined in the Labor Management Relations Act, 1947, as amended.

Article 2

Union Security, Dues and Check-Off

Section 1

Union Security

Any member who is a member of the Union in good standing, as defined in the UAW Constitution, on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union.

Section 2

Membership

Any member who is not a member of the Union in good standing on the effective date of this Agreement shall, after the thirtieth (30th) day following ratification of this Agreement, or after the thirtieth (30th) day following employment, or after the thirtieth (30th) day following entry into the bargaining unit, whichever is later, as a condition of employment, become a member and maintain his/her membership in the Union.

Section 3

Dues and Fees

The Union shall accept into membership each member covered by this Agreement who pays the Union the dues and initiation fees uniformly required as a condition of acquiring or retaining Union membership.

Section 4

Dues Check-Off

During the life of this Agreement, the Company agrees to deduct Union membership dues levied by the International Union or Local Union in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed the "Authorization for Check-off of Dues" form marked Exhibit "A" and attached hereto.

Check-off deductions, under all properly executed "Authorization for Check-off of Dues" forms which have been delivered to the Company on or before the effective date of this Agreement shall continue for the duration of this Agreement.

Section 5

Authorization Form

A properly executed copy of such "Authorization for Check-off of Dues" form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Company before any payroll deductions are made. Deductions shall be made thereafter only under "Authorization for Check-off of Dues" forms which have been properly executed and are in effect. Any "Authorization for Check-off of Dues" which is incomplete or in error will be returned to the Union by the Company.

Thereafter the Union shall deliver to the Company any executed "Authorization for Check-off of Dues" forms under which Union membership dues are to be deducted beginning with the following

month. In the event that membership dues other than those for the calendar month in which the deduction is made and initiation fees have become due and owing by an employee subsequent to the form, but prior to the first deduction by the Company there under, such membership dues and initiation fees will be deducted by the Company at the time it makes the first deduction for membership dues. The Union will notify the Company in writing, when it makes delivery of "Authorization for Check-off of Dues" forms of the amount owing by employees who executed these forms.

In the case of employees rehired, or returning to work after layoff or leave of absence, who have previously properly executed "Authorization for Check-off of Dues" forms, deduction will be made for membership dues as provided herein.

In cases where a deduction is made which duplicated a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.

Dues deduction shall be remitted to the designated financial officer of the Local Union once each month within one (1) calendar week after such deductions are made. Any deductions made from subsequent payrolls in that month shall be included with the remittance for the following month. The Company shall furnish the designated financial officer of the Union, monthly, with a list of those for whom deductions have been made and amounts of such deductions.

Any employee during the probationary period (90 days) whose employment is terminated or any employee who is transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, quitting, discharge, layoff, sick leave of absence, or any employee on medical leave of absence shall cease to be subject to check-off deductions beginning the month immediately following the month in which such termination or transfer occurred, or seniority was broken, or the employee last worked prior to being placed on medical leave of absence. The Company will notify the Union following the end of each month of the names of such members and will designate the reason such member ceased to be subject to the check-off.

Any dispute, which may arise as to whether or not an employee properly executed or properly revoked an "Authorization for Check-off of Dues" form, shall be reviewed with the employee by a representative of the Union and a representative of the Company.

The Company shall not be liable to the International Union or the Local by reason of the requirement of this Article of the Agreement for the remittance or payment of any sum other than those constituting actual deductions made from employees' wages earned.

The deduction for monthly dues will be made from the first (1st) payday for the calendar month. If the deduction is not made at the time described above, the deduction shall be made from the next pay.

If an employee receives a back pay settlement or award for any calendar month when no dues have been deducted, a deduction for each month shall be made from the settlement or award.

The Union shall indemnify and hold the Company harmless against all claims or liabilities that may arise out of actions taken by the Company in complying with any of the provisions of this Section.

Section 6**Voluntary Check-Off Deductions (V-CAP)**

The Union will provide the Company with a monthly file of active and retired UAW-represented employees electing V-CAP deductions from their paycheck. The Company will forward the amount deducted and a corresponding data file to the Union.

ASSIGNMENT AND AUTHORIZATION FOR CHECK-OFF OF MEMBERSHIP DUES

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

To my employer:

I hereby assign to that Local Union of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), designated by the International Union to the Company, in writing, as having jurisdiction over the Unit where I am employed, from any wages earned or to be earned by me as your employee, such amount as may be in effect, from time to time, during the effective period of this assignment and authorization, and due from me to the Union as my monthly membership dues in said Union, and (if owing by me) any initiation fee.

This assignment and authorization may be revoked by me only at the times and in the manner hereinafter provided. I may revoke this assignment as of any anniversary date hereof by written notice, signed by me, of such revocation received by the Company by registered mail, return receipt requested, not more than twenty (20) days and not less than ten (10) days before any such anniversary date. I may also revoke this assignment by written notice, signed by me, of such revocation received by the Company by registered mail, return receipt requested, at any time when there is not in justify effect between the Company and the Union an agreement that the Company will check off membership dues in behalf of the Union.

Print Name: _____ Social Security Number: _____

Signature: _____

Street Address: _____

City: _____

State: _____

Zip Code: _____

Article 3

Management Rights

Section 1

Management Rights

The Company retains the sole right to manage its business including, but not limited to, the right to determine the labor requirements to hire, direct, assign, recall, transfer and promote, to make and revise shift schedules, determine starting and quitting times and hours of work, to determine the number and classification of employees to be utilized, to determine job requirements and job content, determine the skills, abilities and qualifications of employees, to reprimand, demote, suspend and discharge only for just cause, maintain efficiency of operations and to make and enforce reasonable shop rules not inconsistent with the provisions of this Agreement.

Further, the control of its properties and the maintenance of order on its premises are retained by and is solely the responsibility of the Company. The parties agree that the Company reserves to itself exclusively and solely all the rights pertaining to plans and decisions on all matters involving the regulation and the quality of work, the work to be performed, the products to be manufactured and services rendered, the extent of operations, the schedule, the methods, means and processes of work, the work to be contracted in or out, or purchased on a permanent or temporary basis, the selection, procurement, and control of raw materials, semi-manufactured or finished parts which may be incorporated into products manufactured, the selection, procurement, installation, tryout and control of all machinery, tools and equipment, the revision of existing methods, facilities, technologies, and introduction of new or improved methods and facilities.

The above rights of Management are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to Management, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

Article 4

Bargaining Unit Work

Section 1

Included/Excluded Work

It is not the intent of the Company to utilize salaried employees or other non-bargaining unit employees to perform bargaining unit work.

Supervisory employees shall not be permitted to perform work on any hourly rated job except in the following types of situations:

- a. In emergencies
- b. In the instruction or training of employees
- c. In the performance of necessary work not to be used for the purpose of displacing bargaining unit work.

Section 2

Violations of this Article

If the Union believes that the Company is violating this Article, the Company and the Union will immediately meet and discuss the situation in good faith in an effort to find a satisfactory solution prior to utilizing the Grievance Procedure of this Agreement.

Article 5

Anti-Discrimination

Section 1

Anti-Discrimination Statement

The Company and the Union both agree in the administration of this Agreement to comply with applicable laws prohibiting discrimination because of race, creed, color, national origin, sexual orientation, political affiliations, union activities, age, gender, marital status or handicaps, in the hiring of employees or their application of the Agreement in training, upgrading, transfers, layoff, disciplines, discharges or otherwise. Neither party shall permit employees, visitors, contractors or sub-contractors to engage in unlawful discriminatory, harassing or retaliatory practices, whether involving co-workers, management, customers or visitors.

Section 2

Sexual or Other Illegal Harassment and Discrimination

It is agreed that both parties understand the importance of a workplace environment free of sexual and other illegal harassment, and that any claims of sexual and other illegal harassment may be subject to the grievance procedure. All complaints of sexual and other illegal harassment or discrimination will be promptly and thoroughly investigated. If harassment or discrimination is found to have occurred, appropriate action will be promptly taken. Every effort will be made during the investigatory process to avoid unnecessary disclosure of confidential or sensitive information, to the extent possible, while ensuring that each complaint is carefully and completely investigated. No employee will be retaliated against for making a good-faith complaint of sexual or other illegal harassment or discrimination, or by cooperating in an investigation by providing truthful information.

Article 6

Grievance Procedure

Section 1

Dispute Resolution

Both parties encourage the use of the grievance procedure as the exclusive contractual method for the resolution of all disputes arising out of the terms and/or conditions of this Agreement or the interpretation, application or misapplication of this Agreement.

It is the intent of the parties to resolve grievances or potential grievances informally whenever possible, and there shall be an earnest effort on the part of all parties to settle grievances promptly in accordance with the procedure outlined herein.

Section 2

Immediate Submission to Third Stage

The Union may advance grievances involving suspensions and terminations immediately to the third stage of this procedure. The time limits at any stage of the grievance procedure mentioned below may be extended through written mutual agreement of the parties.

Section 3

First Stage: Oral Discussion

Bargaining unit employees believing there is a dispute arising out of the terms and/or conditions of this Agreement or the interpretation, application or misapplication of this Agreement shall first discuss the matter with his/her immediate supervisor, or if they prefer, their Union Representative may discuss the issue with the employee's immediate supervisor or appropriate management representative. Every effort should be made to resolve the dispute at this level.

Disputes resolved at the first stage shall not set a precedent or establish a binding practice on either party.

Section 4

Timeliness of First Stage Grievance

Any complaint not raised by the aggrieved employee within five (5) workdays of the occurrence giving rise to the complaint, or within five (5) workdays after the issue should have been known to the employee under normal circumstances, shall be considered untimely and deemed invalid unless an extension has been agreed upon by the parties.

Section 5

Appeal to Second Stage

If the issue is not resolved at the first stage, it may be appealed as a formal written grievance. The grievance shall state the paragraph of the Agreement alleged to have been violated, the contention of the employee and Union in respect thereto, the date of the occurrence and date advanced to the second stage, state the remedy requested and be signed by the employee and the Union Representative. An

appeal to the second stage shall be made within five (5) workdays of the Company's response in stage one.

A second stage meeting shall be held with the respective Department Manager, Human Resources Supervisor or appropriate Management Representative, and appropriate Union Representatives within five (5) workdays. Both parties will share pertinent facts and information at this meeting.

The Company will provide a written disposition of this meeting, signed and dated by the parties within five (5) workdays.

Section 6

Appeal to Third Stage: Joint Grievance Board

If a satisfactory settlement cannot be reached in the preceding stages of this procedure, the Union will have five (5) workdays to advance the grievance to the third stage (Joint Grievance Board).

A Joint Grievance Board meeting will be scheduled within ten (10) workdays, unless the parties agree to a longer interval in writing.

The Joint Grievance Board will consist of the Union's Bargaining Unit Chairperson, Bargaining Committee Representatives, Representatives of the Local and/or International Union, the total of which shall not exceed five (5), and not more than five (5) representatives from the Company. All relevant and pertinent evidence, information, facts, and sources shall be exchanged by both parties at this meeting.

After the grievance has been discussed at the Joint Grievance Board session, the Company shall furnish a copy of its decision in writing within five (5) workdays after the close of the session. A copy of the Company's decision will be provided to the Bargaining Chairperson and mailed electronically to the UAW International Representative at Region 2B.

Section 7

Right to Resolve Third Stage Grievances

The Union's Bargaining Unit Chairperson or International Representative at Region 2B shall have the power to withdraw or resolve a third stage grievance on behalf of the Union, and the designated Company Representatives shall have the power to adjust or resolve a third stage grievance on behalf of the Company.

Section 8

Fourth Stage: Arbitration

Every effort should be made to resolve the complaint internally; however, if the complaint is not resolved at the third stage, it may be appealed to an arbitrator by the International Union or Company for final and binding resolution.

The complaint shall be heard by an arbitrator to be selected under the rules of the American Arbitration Association. The Company and the American Arbitration Association must be notified in writing of the intent to appeal to arbitration within thirty (30) calendar days of the Company's written response to the third stage meeting.

All fees and expenses of arbitration, including arbitration's fees, transcripts, etc., shall be shared equally by the Company and the Union. The arbitrator selected shall have the authority only to settle disputes arising under this Agreement concerning the interpretation and application of the Agreement to the facts of the particular grievance involved. The arbitrator shall have no power to add to, subtract from, or modify this Agreement or any supplement to it. He shall have no power to establish or change any wage or rate of pay. There shall be no appeal from an arbitrator's decision unless the arbitrator exceeds his/her authority as stated in this agreement. It shall be final and binding on the Union, its members, the employee or employees involved, and the Company.

Section 9

Right to Remand Grievances

By mutual agreement of the parties prior to the arbitration hearing, either party may refer a problem or complaint back to the preceding stages of the procedure for purpose of amendments, further investigation or inclusion of new evidence not set forth in the prior written record.

Section 10

Retroactive Adjustment

No decision reached in any case shall create a basis of retroactive adjustment in any other case unless such case has been designated as a representative case by mutual written agreement by the parties. Multiple grievances may be presented at an arbitration hearing solely by mutual agreement of the parties.

Section 11

Back Wages Limitation

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his/her regular rate, less any unemployment or other company-related compensation that he/she may have received from any source during the period of back pay.

No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

Section 12

Health and Safety Grievances

Any grievance involving the health and safety of employees shall be given priority attention without regard to time limits. If a dispute remains as to whether a job is safe, it may proceed immediately to the third stage of the grievance procedure. Whenever an employee raises a complaint regarding health or safety, he/she may insist that the Union's Chairperson of the Safety Committee be called.

Section 13

Reinstitution of Grievances

In instances where the UAW's International Executive Board, Public Review Board or Constitutional Convention Appeals Committee have reviewed a grievance disposition and found that such disposition was improperly concluded by the Union body or representative involved, the International Union may so inform the plant Human Resources Manager and request in writing that such grievance be

reinstated in the parties' grievance procedure at the same level at which it was originally settled. After receipt of such written request, the grievance will be so reinstated by the Company.

It is understood by the parties, however, that the Company will not be liable for any back pay claims from the time of original disposition to the time of reinstatement of the grievance, and it is further agreed that the reinstatement of any such grievance shall be conditioned upon agreement by the Union and the employee(s) that neither will pursue such back pay claim against the Company.

This agreement to reinstate grievances is not to be construed as modifying in any other way either party's rights or obligations pursuant to the Collective Bargaining Agreement or the final and binding nature of any other grievance resolutions. It is also understood by the parties that this agreement and the Company's obligation to reinstate grievances consistent with the conditions set forth above can be terminated by either party upon thirty (30) days advance notice in writing to that effect.

Article 7

Seniority

Section 1

Length of Service

Length of service, for the purpose of this Agreement, shall be defined to mean the length of an employee's service with the Company from his/her last permanent hiring date. Length of service for employees hired on the same date shall be determined by the first letter of the last name of the employee with the letter A having higher seniority than the letter B. If employees have last names beginning with the same letter, then the next letter in the last name is to be used, and so forth through all letters in both the last name and first name until a tie is broken. If the last name and first name are identical, then the employee with the highest last four of his/her social security number will be considered to have the greater seniority.

Section 2

Probationary Period

Employees hired or re-hired are subject to a probationary period of ninety (90) calendar days of continuous employment, during which time the Company shall have the sole right to discharge, discipline, transfer, demote or lay off said employees for any reason, without regard to the provisions of this Agreement. However, any claim by an employee that his/her discharge after thirty (30) days of employment is not for cause may be discussed with management. There shall be no seniority between probationary employees. Periods during which the employee was laid off or on leave of absence for any reason shall not be considered as periods of employment.

When an employee finishes the probationary period, he/she shall be entered on the service list of the unit and his/her length of service shall date from his/her last permanent date of hire. Probationary employees having completed their probation period shall be entitled to holiday pay, provided they meet the working requirements of holiday pay. The benefits of life insurance and hospitalization insurance will not apply until the beginning of the first day of the month following their acquiring seniority.

Section 3

Loss of Seniority

Employee seniority will be broken and lost for the following reasons:

- a. Voluntary quits.
- b. Employee is discharged for just cause and not reinstated.
- c. Employee is laid off or on a medical leave of absence for a period of two years or a period equal to his/her seniority, whichever is less, except for medical situations involving a catastrophic event of illness or injury which may be extended at the discretion of management and on a case-by-case basis.
- d. Absent three (3) consecutive workdays without reporting or calling in.
- e. Failure to return when recalled from indefinite layoff within five (5) consecutive workdays from the date of notice.

- f. Employee retires.
- g. Failure to return to work within three (3) consecutive workdays following an expired leave of absence, unless written permission is granted by the Company for an extension of leave.
- h. Falsification of employment application, but no longer than one (1) year from the employee's original date of hire or re-hire.
- i. Falsification of information in applying for a Leave of Absence or working while on a Leave of Absence unless the Company has granted approval for working beforehand.

Section 4

Time Limits to Return to Work from Layoff or Leaves of Absence

Time limits for employees returning to work from layoff or leave of absence will begin on the date that the attempt is made to deliver a registered letter, defined as the date that the first attempt at delivery is made as shown on the return notice from the post office for the employee being recalled. The Union will be provided a copy of the notice on the date it is mailed to the employee.

Section 5

Shift Assignment

- a. Temporary Assignment
The Union recognizes the necessity of and agrees to the distribution of necessary experienced help through various shifts, irrespective of seniority. Employees may be selected by the Company to work temporarily on other shifts, but shall be returned to their regular shift at the end of the temporary period. Unless extended by agreement of the Company and Shop Committee, "temporarily," as used in this Section, means a period of not more than 30 calendar days.
- b. Permanent Assignment
In filling a vacancy within a classification, where the operation of the shift permits, the Company will give preference to the qualified employee with the greatest seniority in the same classification on another shift who volunteers. If the operation of the shift does not permit this, or if no one volunteers, then the lowest seniority qualified employee in the classification shall be assigned to the opposite shift. Shift transfers under this paragraph are not the exercise of shift preference under paragraph (c), below. The Company will not use the above to circumvent the job posting procedure.
- c. Shift Preference
Shift preference shall be administered by seniority, classification, and department.

Effective the first Monday in January, May, and September, and continuing for two (2) consecutive weeks in each month, seniority employees shall be given the opportunity to apply for a change of shifts. An employee wanting to change shifts should obtain the appropriate form from his/her supervisor, complete it, and return it to the supervisor within the above-identified two-week period. Shift bumps will become effective the first Monday of February, June, and October. Shift preferences shall be frozen for the two weeks preceding the first Monday of February, June, and October. Seniority employees who are absent due to vacation, temporary layoff, or approved leaves of absence, during the two-week period in which shift preferences are made, shall have one (1) week following their return to work to notify their supervisor of their desire to exercise shift preference by completing and submitting the shift preference form.

Cancellations to previously submitted shift preference forms will be accepted by the supervisor until the end of the employee's shift on the Tuesday preceding the Monday in which the shift bump is to take effect.

Section 6

Temporary Transfers

The Company may temporarily transfer an employee to any other job classification or department for a period not to exceed thirty (30) calendar days except (i) that such period of time may be extended by an agreement between the Company and the Shop Committee; and (ii) in the case of a temporary transfer to replace an employee absent for any reason, the period of the temporary transfer may be not longer than the period of such absence.

- a. The Company will canvas by seniority the employees working in the classification in the department and shift from which the transfer is to be made and if none of the employees elect to be transferred, the employee or employees with the least seniority in the classification at work in the department and shift who is (are) able to do the job will be transferred. When an employee is transferred out of his/her job classification under this Section and does not elect such transfer, but is transferred because he has the least seniority, no additional employees will be added to his/her classification in the department and shift until he/she has been returned to his/her classification.
- b. At the end of thirty (30) calendar days, unless the time is extended by agreement, the job will be considered a permanent job and filled in accordance with Section 7 below. Experience gained while assigned to a temporary classification will not be considered in determining an employee's ability for promotion.

Section 7

Job Posting

When a new job classification is created, or a vacancy occurs within a job classification, the Company shall post a notice on the bulletin board for a period of two (2) working days for each shift, setting forth the title of the job, the qualifications required for the job, the shift for the job, and the rate of pay for the job. Any bid made after the expiration date stated on the posting shall not be considered in filling the job. Selection for vacancies in positions other than skilled shall be based primarily on merit and ability but, where these two are equal, the employee having the greatest seniority among qualified bidders shall receive preference. Bids will be accepted from employees throughout the plant.

- a. The Company need not post the same unskilled job vacancy more than once during any 60-day period, or if later, until the termination of a trial period beginning with said 60 days. In the event a selected bidder is unsuccessful, the selection will be made from the remaining qualified bidders based upon merit, ability, and then seniority.
- b. No employee shall be permitted to use Section 7 to transfer from one classification to another within twelve (12) months following a transfer to Pay Level 4, and within six (6) months following a transfer to Pay Levels 1 through 3. The period may be reduced by agreement of the Company and the Union.
- c. Employees shall be permitted to bid on newly created job classifications within the 6-month or 12-month period identified in paragraph b of this Section.
- d. It is the intent of the Company to train all employees on all jobs on a classification within a department.

- e. The Company will advise the Unit Chairperson in writing of the reasons successful bidders for a posted job were disqualified from that job.
- f. No employee shall be permitted to use this Section to bid on a job from which he was disqualified during the prior 12 months.
- g. No employee may transfer from a higher classification to a lower classification for a period of twelve (12) months unless the Company and Union mutually agree.

Section 8

Timeliness of Placement

- a. When an employee obtains a job in a non-skilled classification as the result of a bid, he shall be placed on that job as soon as a replacement reasonably can be made for him/her, but in no event more than the third Monday after selection. An employee awarded an indirect job through the bidding procedure shall be given a trial period of up to thirty (30) calendar days in which to prove his/her ability to perform the work required. An employee awarded a direct production job through the bidding procedure shall be given a trial period of up to five (5) working days in which to prove his/her ability to perform the work required. The Company will advise the Union if an employee is not making adequate progress during their trial period and seek the Union's assistance to correct any factors inhibiting the employee's satisfactory progress. When an employee is disqualified at any time during such trial period, he/she shall return to his/her previous job classification.
- b. When a new job classification or vacancy is not filled through the bidding procedure set forth above, the Company may fill the opening by hiring an employee on the outside or by permanently transferring the employee who has the least seniority. Pay for employees permanently transferred to another unskilled classification shall be the rate of pay in that classification.

Section 9

Temporary Layoff Procedure

Temporary layoffs, not to exceed thirty (30) calendar days, may be made within the department, classification and shift according to plant seniority.

Section 10

Indefinite Layoff and Recall Procedure

If the Company determines that an indefinite layoff is necessary or if a temporary layoff is to exceed thirty (30) calendar days, unless additional time is agreed upon by the parties, employees shall be laid off in accordance with the following procedures:

- a. An employee in Pay Levels 1 through 4 (non-skilled classifications) is not permitted to bump an employee in Pay Level 5 (skilled trades classifications). However, an employee in Pay Level 5 is permitted to bump an employee in Pay Levels 1 through 4 or accept an indefinite layoff. If such employee elects to bump to Pay Levels 1 through 4, he/she shall bump down in accordance with paragraph b below. He/she will be given a transfer-leveling seniority date of the lesser of (1) his/her hire date or (2) the sale acquisition date. Such employee shall have their date-of-entry seniority restored upon recall to Pay Level 5.
- b. When the Company reduces an employee in a classification, the employee with the least plant seniority in the classification shall be reduced. Seniority permitting, the reduced employee shall displace the lowest seniority employee in their Pay Level and then the next lower Pay

Level, and so on down to Pay Level 1. The lowest seniority employee in the plant shall be laid off, if applicable.

- c. Supplemental employees, if employed, shall be the first employees laid off from the plant and then probationary employees will be laid off prior to the lay off of any seniority employees.
- d. Employees who are transferred from a classification as a result of a reduction in force, or employees laid off from the plant, shall be recalled in reverse order in which they were transferred or laid off. If an active employee, who has not been laid off, has successfully bid on another job, such employee shall have the option of either accepting or refusing recall to the job from which he/she was previously reduced. If the active employee refuses recall to a job, he/she will lose recall rights to that job. Such employee will not be permitted to bid on that classification again for a period of six (6) months. Laid off employees must accept recall or their employment will be terminated in accordance with Section 3e of this Article.

Section 11

Temporary Layoff and Inverse Seniority Option

The Company recognizes that it is desirable to provide the Union with advance notice of layoffs when time permits. When the Company determines that temporary layoffs are required, the length and nature of the layoff period will be designated by the Company based upon its judgment as affected by the existing circumstances.

The parties have entered into an agreement applying the concept of inverse seniority where a layoff, by department, is for a definite time and limited duration (temporary). The nature, cause, and length of such layoff shall be communicated to the Union so that inverse seniority arrangements may be discussed. The Union agrees that any such agreement shall give full consideration to and shall not impair plant operating efficiencies including, but not limited to, those inefficiencies which might occur as a consequence of more experienced employees being laid off and less experienced employees being scheduled to work. Accordingly, the following local administrative guidelines are established to effect inverse option temporary layoffs:

- a. Inverse option temporary layoffs shall apply to full weeks (not daily or partial weeks) up to two weeks.
- b. An employee may make application for temporary layoff at the Human Resources Office. Such application shall remain in effect unless changed by written notice from the employee to Human Resources. Such written notice shall be accepted by the Labor Relations Office during regular hours when received by 3:00 p.m. on Monday and will become effective on the following Monday. Applications received after 3:00 p.m. on a Monday will become effective one week from the ensuing Monday.
- c. Reductions will be by department, classification, and shift. Employees assigned to temporary classifications will be considered within their permanent classification and department.
- d. Employees affected by an inverse seniority layoff, upon returning to work shall:
 - 1. If the duration is less than thirty calendar (30) days, have their overtime hours adjusted to reflect all hours which would have been scheduled to work during the layoff
 - 2. Be provided an opportunity to exercise seniority for shift preference in accordance with the Shift Preference Agreement (Section 5 of this Article).
- e. Where the length of the temporary layoff is to exceed the period originally designated by the Company, affected employees who are laid off by the application of inverse seniority will be

returned to work unless other arrangements are agreed upon by the parties. Any employees who are to be laid off as a result of the return to work of employees under this paragraph will be laid off by low seniority in accordance with the provisions of Section 9 of this Article and may not apply further for that particular layoff period.

- f. If an insufficient number of employees accept an inverse option temporary layoff, layoffs will be made in low seniority order.

Section 12

Transfers

When an employee is permanently transferred to another job classification pursuant to Section 7 of this Article, he/she shall take the rate of pay in the new classification at the time of the transfer.

When an employee is temporarily transferred to a higher paying job classification for a period of four or more hours during a shift, he/she will be paid the rate of that classification for such hours worked. When an employee is temporarily transferred to a lower paying job classification he/she will continue to receive his/her regular rate of pay, unless the job has been awarded through the bidding process.

Section 13

Seniority Lists

The Company shall furnish the Chairperson of the Bargaining Committee and the Local Union Financial Secretary–Treasurer, a seniority list (signed by Human Resources) with names, addresses, telephone numbers and department of all represented employees on a monthly basis. These lists are for internal Union business only. It is further understood that the Company will not be held liable by any employee in any Civil, State, and/or Federal court as a result of any misuse of these lists.

Section 14

Posting Seniority Lists

Within the first ten (10) calendar days of June and the first ten (10) calendar days of December, of each year, the Company shall issue and post a seniority list on a bulletin board by the Union office for the review of all employees in the bargaining unit. Each such list shall be signed and dated by the Human Resources Department, and shall state each employee's name, date of hire, department and seniority position.

Section 15

Transfers Out of Bargaining Unit

In the event a bargaining unit member accepts a position with the Company which is not covered by this Agreement, the employee shall lose seniority in the bargaining unit after sixty (60) calendar days. If such employee returns to the bargaining unit within sixty (60) calendar days from the last day worked, he/she shall be restored to the bargaining unit as openings occur. Such employee shall have his/her plant seniority reduced by the number of days spent while working on such position not covered by this Agreement.

Section 16

Supplemental Employees

The parties recognize that non-skilled supplemental employees may be used as vacation replacements or other short-term staffing requirements for a known duration. Supplemental employees will not

acquire seniority under the terms of this Agreement for the first eighty-nine (89) calendar days of continuous employment. Supplemental employees who are hired for regular employment opportunities during or at the completion of their supplemental assignment will have their most recent supplemental hire date used to determine seniority. Supplemental employees will be entitled to Union representation, subject to the check-off provisions of this Agreement, and shall receive the entry-level pay rate specified in this Agreement for their classification. Supplemental employees will not be utilized if regular employees in their classification are on layoff, unless mutually agreed upon by the parties.

Article 8

Hours of Work

Section 1

Amount of Work

Nothing in this Agreement shall be construed as a guarantee by the Company of any amount of work in any time period, or as a limitation on the Company's right to schedule work in excess of or below the normal workday or workweek or to require employees to work overtime.

Section 2

Workweek and Shifts

The normal work week will be five days, Monday through Friday, eight (8) hours per day. An employee whose scheduled shift starts on or after 4 A.M. but before 10 A.M. shall be deemed to be working the day shift. An employee whose scheduled shift starts on or after 10 A.M. but before 6 P.M. shall be deemed to be working the afternoon shift. An employee whose scheduled shift starts on or after 6 P.M. but before 4 A.M. shall be deemed to be working the midnight shift.

Conditions may arise which necessitate the Company to change shift hours or schedule a continuous three-shift operation. The Company shall notify the Committee of the change(s).

Section 3

Shift Premiums

Employees whose start time commences during the scheduled afternoon shift start time indicated in Section 2 of this Article will receive a shift premium of \$0.20 per hour for all hours worked and employees whose start time commences during the scheduled midnight shift start time indicated in Section 2 of this Article the midnight shift will receive a shift premium of \$0.30 per hour for all hours worked.

Section 4

Lunch/Rest Periods

Employees on each shift shall have a lunch period on the employee's time of thirty (30) minutes; such employees shall have a rest period on Company time of 15 minutes in the first one-half, and 15 minutes in the second one-half of the shift; employees on an operation scheduled for three back-to-back eight-hour shifts shall have a lunch period on the Company's time of 20 minutes; such employees shall have a rest period on Company time of 15 minutes in the first one-half and 15 minutes in the second one-half of the shift. Except in emergency or unforeseen situations, rest periods shall not be scheduled before the end of the first hour worked, and lunch periods shall not be advanced or delayed by more than one hour. No employee working on eight (8) hour continuous shifts shall leave the plant during his/her shift without the written permission of his/her supervisor and he/she must clock in when he/she leaves and returns to the plant if permission is secured. When overtime of two (2) hours or more is scheduled at the start of a shift, an additional break of 15 minutes will be scheduled two (2) hours after the start of the shift. When overtime of two (2) hours or more is scheduled at the end of a shift, an additional break of 15 minutes will be scheduled two (2) hours prior to the end of the shift.

Section 5

Work Interruptions

If a stoppage of work occurs due to a cause over which the employees have no control, full pay will continue unless the employees are sent home.

Section 6

Assignment of Overtime

When it becomes necessary to operate the plant or certain departments of the plant on more than forty (40) hours a week or a six (6) or seven (7) day week in order to meet customer requirements, the Company shall have the right to so schedule by giving notice of daily overtime not later than two hours before the end of the shift; for Saturday work, not later than the end of the shift on the preceding Thursday; and for Sunday work, not later than the end of the shift on the preceding Friday. It is recognized by the parties that, under unusual circumstances, the Company may be precluded from giving notice in accordance with the above provisions, in which case the Company shall give notice prior to the end of the shift on the day preceding the overtime opportunity, or as soon as practicable. Anyone absent from this scheduled work day or scheduled overtime will be subject to the normal rules governing attendance.

Employees shall receive time and one-half for all hours worked over forty (40) in any one (1) week. Any compensable absence shall be counted toward the 40 hours for overtime compensation. An employee shall be paid double time for hours worked on the Sunday, the 7th day of work in the pay period. An employee will be paid double time for hours worked on any Holiday specified in this Agreement. Midnight shift employees coming to work on Sunday for their Monday shift will not receive double time for the regular hours on Sunday.

Section 7

Avoiding Overtime Payment

An employee will not be sent home by the Company prior to the end of his/her regularly scheduled shift solely for the purpose of avoiding the payment of overtime.

Section 8

Daily Overtime Assignment

An employee may be required to work up to ten (10) hours per day during the employee's regular workweek, with proper notification as specified in this Article. In the event hours over 10 in one day are required in any classification and department, employees in such classification and department will be asked first to work such overtime. If an insufficient number of employees volunteer for such overtime, the Company will solicit amongst qualified volunteers outside the department on such shift. If an insufficient number of qualified employees outside the department volunteer, the Company will then force employees in the classification and department required to work such overtime in low seniority order.

Section 9

Weekend Overtime Assignment

Employees shall not be required to work two consecutive Sundays, provided they have performed work each scheduled day of the week preceding such Sunday.

Section 10
Pyramiding Overtime

Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

Section 11
Overtime – Scheduling

- a. Overtime shall be equalized within a department by classification and shift.
- b. There shall be no crossing shift lines for the purpose of equalizing overtime.
- c. An employee permanently reclassified, transferred to another department, transferred from one shift to another, or a new employee will assume average overtime hours. Average overtime hours will be calculated by dropping both the low hour and high hour employees and averaging the remaining hours within the overtime equalization group.
- d. For the purpose of this section, a temporarily classified employee is an employee who has worked on a classification at least three consecutive days prior to a weekend or holiday assignment.
 1. Temporarily loaned or classified employees or permanently classified employees temporarily assigned from one shift to another will maintain record of overtime hours in their home department.
 2. Temporarily loaned or classified employees will be considered for overtime provided all permanently classified employees assigned to that classification and department have been offered the opportunity to work such available hours. Such employees will be afforded the opportunity to work weekend overtime in their home department, classification and shift unless required to work overtime on the classification in the department to which temporarily loaned.
 3. Permanently classified employees temporarily assigned from one shift to another for any reason will be afforded the opportunity to work overtime on the temporary shift after all employees of that department, classification and shift have been provided the opportunity to work. Such employees will be afforded the opportunity to work weekend overtime in their home department, classification and shift unless required to work overtime on the classification in the department to which temporarily assigned.
- e. When one or more employees within a department on a given classification and shift work greater than 40 overtime hours more than the other employees in a department on the same classification and shift, the Company will have 30 working days to bring an aggrieved employee back into the acceptable 40-hour spread. If the Company is unsuccessful in bringing an aggrieved employee back into the acceptable spread within 30 working days, the Company will not assign additional overtime to the employees outside the acceptable spread until the aggrieved employee is afforded the opportunity to equalize overtime, unless all employees in the department and classification are scheduled to work overtime.
- f. The Union may bring to the attention of the Superintendent situations where overtime hours of one shift are in excess of 100 hours of another shift. Continued concerns in this area will be addressed by the Human Resources Manager.

Section 12

Overtime – Records and Charging

An employee's overtime record will be maintained on the principle of hours paid, not hours worked.

A record of all overtime charged to an employee's overtime record will be maintained and posted in each department where hourly overtime is worked. Overtime will be posted to the record as follows:

- a. Daily overtime will not be charged unless appropriate notice has been given as required by Section 6 of this Article, except in cases of emergency or breakdown.
- b. An employee properly notified who has refused an overtime assignment for any reason will be charged for the hours he/she would have been paid, provided proper notification has been given.
- c. An employee who accepts an overtime assignment and fails to report for work or fails to work any portion of the scheduled overtime assignment shall be charged double the number of hours he/she would have been paid.
- d. An employee on a leave of absence, temporary layoff, or disciplinary layoff, who otherwise would have been scheduled to work, will be charged for the hours he/she would have been paid.
- e. All overtime hours will revert to zero at the beginning of each calendar year.
- f. Overtime offered outside the employee's home department will not be charged unless worked.
- g. Employees will not be charged for overtime offered in excess of four hours per day unless such overtime is worked.
- h. An employee on vacation, short-term military leave, jury duty, bereavement, short-term Union business leave, or Company-assigned training programs will not be charged overtime he/she would have been scheduled. An employee who has been notified of a death in his/her immediate family will not be charged for overtime until the end of the bereavement pay period.
- i. A restricted duty employee may work overtime when it is his/her turn only when work he/she can perform is available.
- j. Employees will be charged for overtime hours awarded through the grievance procedure.

Article 9

Union Representation

Section 1

Bargaining Committee

For the purpose of collective bargaining and for the grievance procedure, the employees shall be represented by a Shop Committee consisting of four (4) members, including the Chairperson and three (3) Committeepersons.

Section 2

Chairperson

There shall be one (1) full-time representative, who will be the Chairperson, designated by the Union and compensated for 40 hours per week by the Company at the highest production classification rate, or skilled trades rate if holding a skilled trade classification. The Chairperson shall be afforded access to all shifts as necessary and shall notify the Company as to his/her schedule. In the absence of the Bargaining Chairperson, he/she shall notify the Company immediately of the Union's designated alternate Chairperson. The Chairperson will be eligible to function as a full-time representative on overtime based on the formula explained in Section 3 of this Article (Committeepersons) as well as inclusion in the overtime rotation as defined in Article 8, Hours of Work.

Section 3

Committeepersons

The Union shall designate one (1) Bargaining Committeeperson on day shift, one (1) Bargaining Committeeperson on afternoon shift and one (1) Bargaining Committeeperson for midnight shift. If the total plant bargaining unit population exceeds two hundred (200) employees, one (1) Bargaining Committeeperson, designated by the Chairperson, will be considered full-time and be compensated by the Company; in addition, if the total plant bargaining unit population exceeds four hundred (400) employees the Chairperson will designate one of the remaining working Bargaining Committeepersons as full-time on another shift and they will be compensated by the Company; if the total plant bargaining unit population exceeds seven hundred fifty (750) the remaining Bargaining Committeeperson will be designated as full-time on the remaining-shift and will be compensated by the Company. Compensation will be at the rate of the highest paid production classification or skilled trades rate if holding a skilled trades classification. The Chairperson and Committeepersons will be eligible to work overtime based on total overtime hours worked by the plant (Monday thru Friday) multiplied by 0.01 and divided by the current number of full time representatives. To be paid for such hours the representatives must be present in the plant for such hours. The Company will assure that the Union Representatives will be promptly notified of situations requiring his/her presence. Should any of the employment levels outlined above drop below or exceed the numbers specified in this section, full time representatives will be adjusted accordingly.

Section 4

Super Seniority

The Chairperson and Committeepersons shall have super seniority for their term of office in the event of shift preference, department reduction, or layoff.

Section 5

Committee Work Assignments

During normal production periods, unless on full-time status, the Union Representatives shall work their normal job. During periods of weekend overtime in cases where the Union representative is considered fulltime, the Shop Committee Chairperson will be scheduled for up to eight hours per day when a minimum of at least 25 employees are scheduled to work plant-wide. Where 50 or more employees are scheduled to work on a shift, a Bargaining Committeeperson will be scheduled to work. To be paid, the representatives must be present in the plant for such hours. In cases where the Union Representative is not considered fulltime or not scheduled to work, Union representatives will be offered available work anytime employees on their shift are scheduled to work providing there is work the Union representative has the skill and ability to perform. In cases where the Union representatives are unable to work, the Chairperson will appoint alternate representatives. The Chairperson and full-time committee persons will be required to clock into and out of work when leaving the building.

Section 6

Designated Alternates

The **Chairperson** shall designate alternates for all Union Representatives. These alternates will function in the absence of the regular Union Representatives and shall be afforded the same privileges as the regular Union Representatives (excluding layoff, recall and shift preference).

Section 7

Shifts of 500 or More Employees

If any shift reaches five hundred (500) employees, the Union will designate an additional committee representative. The additional representative will perform their regular job until such times as they are needed for representational functions. The Company will assure that the representative will be promptly notified of situations requiring his/her presence.

Section 8

Compensation of Union Representatives

Union representatives will be compensated by the Company for all approved time spent on representational activities at the applicable rate of pay.

Section 9

Names of Representatives

The Union shall notify the Company in writing of the names of each Union representative and alternate.

Section 10

Return upon Completion of Assignment

At the end of a full-time Union representative's tenure, he/she will be returned to his/her former classification and shift, seniority permitting.

Section 11**Union Access to Company Premises**

The Company agrees to allow UAW International representatives and Local Union representatives access to the Company's premises to conduct necessary Company-related business. The Union agrees to notify the Company in advance of the scheduled visit and agrees that such visit shall not disrupt the normal operation of the facility.

Section 12**Union Offices**

The Company will maintain and update, as necessary, current Union offices in the plant including furnishings and equipment appropriate and consistent with the representative provisions of the Collective Bargaining Agreement. Any proposed changes will be mutually agreed to.

Section 13**UAW Flag**

The UAW flag will continue to be displayed as consistent with current practice.

Article 10

Health and Safety

Section 1

Joint Commitment to Safety

The UAW and the Company are dedicated to the resolution of employee health and safety issues. Both parties have the highest concern for the safety and welfare of all employees, and the parties commit to strive for a healthier and safer workplace through the involvement of all employees. Additionally, the Company shall make provisions for the health and safety of its employees as required by applicable State and Federal law.

Section 2

Joint Committee on Safety and Health

Within thirty (30) days after the ratification of this Agreement, the parties agree to establish and maintain a meaningful Joint Committee on Safety and Health which will meet monthly to review and investigate safety and health issues and concerns in the plant; and propose programs, which are beneficial to the needs of employees and also serve in helping the Company prosper.

Section 3

Joint Committee Representation

The parties agree to have an equal number of representatives on this committee. The Union's Bargaining Chairperson, Union Health and Safety Representative, and one additional committeeperson, to be appointed by the Unit Chairperson, shall serve on the joint committee. The Company's Manager of Operations, Manager of Human Resources, Safety and Health Representative and/or other applicable management representatives shall serve on the committee.

Section 4

Joint Committee Duties

The joint committee may deal with issues such as promoting employee input, job rotation, ergonomics, safety, and improved workstation design. This committee will:

- Identify safety and health issues and concerns
- Examine, correct, promote, implement, and improve preventative safety and health policies, procedures and educational initiatives
- Evaluate the effectiveness of safety and health strategies
- Monitor injury and illness data and establish action plans
- Monitor new machinery and equipment to ensure compliance with health and safety and ergonomic guidelines
- Establish and maintain a fair and equitable rotation schedule and will encourage input from the employees in the affected classifications

Section 5

Safety Glasses, Shoes and Personnel Protective Equipment (PPE)

The Company will provide employees with safety glasses, and other protective equipment (PPE) such as safety devices, tools, and clothing as required by the Company at no cost to employees.

Section 6

Prescription Glasses

Employees requiring prescription glasses shall obtain an authorization form from the Human Resources Department. The Company will provide one (1) pair of standard prescription lenses and an approved frame every two (2) years. Eye examinations are not provided by the Company. Safety glasses and side shields are required for all employees entering work areas of the plant.

Section 7

Reimbursement for Safety Shoes

The Company will reimburse employees one hundred and fifty dollars (\$150.00) every two years towards the purchase of steel toe safety shoes meeting ANSI standards specification 41.1967/75 for employees working in areas requiring mandatory safety shoes. A receipt of purchase is required.

Section 8

Personal Protective Equipment

- a. Employees will be required to turn into the Company worn out or damaged Personal Protective Equipment (PPE) before replacements will be issued.
- b. Should the Company anticipate outside work assignments, it will, when possible, notify the employees the previous day. Should adverse weather conditions arise, the Company will issue appropriate foul weather gear.

Section 9

Reporting Health and Safety Incidents

Any potential health and safety-related accident, injury, incident or near-miss occurrence must be immediately reported by the affected employee(s) to his/her supervisor. The Company will establish a near-miss reporting procedure to ensure that employees are not discouraged from reporting near-miss accidents for fear of reprisal.

Section 10

Health and Safety Incidents to Supervisor

Any health and safety issue must first be addressed with an employee's immediate supervisor. If the issue still is not resolved, it may be submitted as an open concern to the Joint Safety and Health Committee.

Section 11

Safety and Health Grievances

An employee may utilize the grievance procedure for safety issues that are not satisfactorily resolved by the Joint Safety and Health Committee. A safety issue that has been processed through the proper steps may be advanced to a special third stage meeting of the grievance procedure which will include the Plant Operations Manager and the Regional Director of the Union (or his/her Designee) for resolution prior to advancing the matter to arbitration.

Section 12

Reporting Injuries

If an employee is injured at work, the employee is required to report it immediately or as soon as practicable to his supervisor and the Human Resources Department. The report must be filed immediately following the occurrence of an accident or injury. The employee will be paid the balance of their scheduled work hours on the day of injury if time is missed due to injury. The Company will provide transportation for medical treatment if necessary or shall reimburse the employee at the IRS rate for driving mileage to and from the facility when the mileage exceeds ten (10) miles one way if the employee is required to provide their own transportation. Seniority will continue to accumulate during the period of the workers' compensation leave. All benefits will continue from the start of the workers' compensation leave of absence.

Article 11

Leaves of Absence

Section 1

Disability Leaves

A formal leave of absence is an approved absence from work. Leaves of absence may be approved by an employee's immediate supervisor and Human Resources Manager or designee. Unless otherwise stipulated in this Article, leaves of absence will be approved at the Company's discretion.

- a. Any employee who is absent on account of disability for five (5) consecutive days or more and who notifies the Company within three (3) working days of the disability absence, will be placed on disability leave. If the disability leave extends beyond five (5) working days, the employee shall furnish the Company, no later than the fifth (5) working day of such disability leave, a physician's certificate showing the nature of such disability and, if the employee has not already returned to work, the estimated length of time that the employee will be unable to perform his/her job. Failure by an employee to furnish such a certificate within such five (5) working days shall result in the termination of the employee, except in circumstances proven to be beyond the control of the employee.
- b. In the event of a dispute between the employee's physician and the Company physician, the two parties shall jointly select a qualified medical facility or physician as may be agreed upon by the Company and the Union, whose final decision as to fitness to return to the available job, or remain on disability leave, shall be final and binding on both parties and on the employee. Payment for examination by the Company physician and by such medical facility or physician shall be made by the Company, unless the employee fails to appear for an appointment without an excuse acceptable to the Company, in which case the employee will be liable for such costs.

Section 2

Working while on Leave

While on an approved leave of absence, employees cannot work another job without the written consent of the Human Resources Manager or his/her designee.

Section 3

Seniority/Benefits

An employee's seniority shall continue to accrue while on an approved leave of absence. Benefits will be continued for the balance of the month in which the leave commences and one additional month unless prescribed differently by law.

Section 4

Placement of Employee upon Termination of Leave

When an employee is on a medical leave of absence, the Company will make every attempt to return the employee to his/her former position by filling the position on a temporary basis in accordance with Article 76, Section 6 – Temporary Transfers. However, in cases of a leave of absence of six (6) months or more, the position will be posted.

Section 5

Personal Leave of Absence

A personal leave of absence may be requested through the Human Resources Department. A personal leave of absence may be granted without pay for justifiable reason.

Such leaves may be approved at the discretion of the Company in one-week increments with subsequent renewals upon approval up to a maximum of ninety (90) calendar days. The Company will give consideration in severe and mitigating circumstances to extend beyond ninety (90) calendar days.

Section 6

Union Leave

a. Long-Term Union Leave

An employee elected or selected for full-time duty as an officer, representative, or employee of the Union or the International Union, which assignment will take him from his/her employment with the Company shall, upon written request of the Union or International Union, be granted a leave of absence for the period of his/her service. Such leave of absence will be subject to renewal on a yearly basis.

b. Short-Term Union Leaves

The Company may grant a Leave of Absence to Union members to be excused from work on Union business. No more than five (5) such leaves at a time not to exceed one week will be granted. Such leaves will not be withheld provided they do not adversely affect operations. Leaves may be extended by the Company.

Section 7

Bereavement

When a death occurs in an employee's immediate family, he/she shall be entitled to receive pay for a maximum of three (3) or five (5) regularly scheduled work days (excluding weekends, holidays, and vacation) for the purpose of attending the funeral or memorial service and required travel time. An employee shall be entitled to a maximum of three (3) work days with pay for the death of: brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, step-parent, parent-in-law, grandparent or great grandparent, grandchild, son-in-law, daughter-in-law, or grandparent-in-law. An employee shall be entitled to a maximum of five (5) regularly scheduled work days with pay for the death of: current spouse or domestic partner, parent, child or step-child.

A request for leave form must be completed by the employee and authorized by the employee's immediate supervisor and Human Resources Department. Employees will be requested to bring in documentation of the funeral or memorial service.

Section 8

Jury Duty

Absences as the result of jury duty will be paid to seniority employees at their regular base rate less any amount received from the allowance for jury duty available from the Government, up to a maximum of eight (8) hours per day. Employees working the night shift will be entitled to choose the day prior to, the day of, or following day which will be counted towards jury duty.

In order to be paid for jury duty, a Company-supplied Scheduled Jury Duty form, which verifies hours and payment received and signed by a court representative must be furnished to the Human Resources Department upon return to work.

Section 9

Military Leave

Active employees who are members of a Reserve or a National Guard unit that are required to participate in an annual two-week training period, will be paid the difference between the base salary and the military pay for that two-week period.

- a. If such pay is requested, the employee shall furnish the Company with documentation of his/her military pay while on duty upon return to work. The employee must submit documentation of his/her military pay before such payment will be approved.
- b. In cases where an employee is called to active duty with any branch of the United States military, the employee will be eligible for reinstatement rights as prescribed by law with no loss of seniority.
- c. Upon notice to report for military duty, the employee must provide the Company with a copy of his/her military orders in advance of such duty with the exception of emergency active duty.

Section 10

Family Medical Leave

The benefits, requirements, conditions of eligibility, restrictions and other procedures for use of family and medical leave shall be as set forth in the Family Medical Leave Act of 1993 (herein "FMLA") unless otherwise modified by the terms set forth in this Agreement. An employee will not be required to use vacation on FMLA.

- a. An employee returning from a leave of absence shall be assigned to his/her former department, shift, and classification, seniority permitting.
- b. Employees on FMLA leave will continue to accumulate seniority and benefits.
- c. Requests for leaves under the FMLA must comply with the certification by health care provider and other qualifying regulations issued under the FMLA. Employees will be required to substantiate compliance with these regulations. The Company will respond to requests for FMLA in writing within a reasonable time.

Section 11

Elected Public Office Leave

A seniority employee elected to a full-time public office which takes him/her from his/her employment with the Company shall, upon prior written request, receive a temporary leave of absence for the term of such office or one year, whichever is less, and upon return shall be reinstated at work in line with his/her seniority status in the classification in which he/she was engaged last prior to such leave of absence. His/her seniority shall accumulate throughout the period of the leave of absence. Such leaves of absence may be renewed yearly with the approval of the Company.

Section 12

Insufficient Seniority upon Return

Where an employee returning from a leave of absence does not have sufficient seniority to return to his/her former classification, the employee will exercise his seniority rights in accordance with Article 7, Section 10 – Indefinite Layoff and Recall Procedure – of this Agreement.

Article 12

Compensation

Section 1

Payday

The regular payday shall be on Friday of each week. If a payday falls on a holiday, the paycheck shall be deposited during the preceding work day. A pay period shall cover the preceding week, Monday through Sunday.

Section 2

Direct Deposit

Earnings shall be direct deposited into the employee's bank account no later than 8:00 am Friday or the day before if Friday is a holiday.

Section 3

Pay Shortages

All shortages due to Company error of four (4) hours (straight time) or more will be adjusted by special check on the following workday, upon request. Underpayment less than four hours or shortages not previously adjusted will be paid in the succeeding pay period.

Section 4

Call-In Pay

Any employee called to work or permitted to come to work without having been properly notified that there will be no work, except in cases of labor dispute or emergency conditions beyond the control of the Company where notification is not possible, shall receive a minimum of four (4) hours at the employee's applicable rate or be given work. In addition to other methods, proper notification may be given by broadcasting on a valid radio station at least one (1) hour prior to the regular start time.

Section 5

Call-Back Pay

An employee called to perform work before or after, but not in continuation with, his/her daily work schedule shall be guaranteed a minimum of work or pay equivalent to 4 hours pay at his/her applicable rate.

Section 6

New Jobs

The Company has the right, because of the introduction of new equipment or new technology, to create new job classifications and to modify job assignments within a job classification. When the changes in job assignments within a classification are extensive so that the general duties and responsibilities are changed requiring a higher or lower wage rate or new classification, the Company shall meet with the Union in advance to discuss the changes and reasons therefore. No wage rate shall be less than the minimum of the lowest paid classification in the currently negotiated pay structure. The Union's input will be sought and acted upon where considered appropriate by the Company. The Union may grieve

the Company's final decision and, if arbitrated, the arbitrator's authority shall be limited to establishing the proper rate of pay.

Section 7

Recovering Overpayments

In the event of an overpayment in wages made in error, the employee shall be notified and reasonable terms agreed upon for repayment of the overpayment. The recovery period for overpayment will be limited to thirty (30) days prior to the date of notification to the employee.

Article 13

General Provisions

Section 1

Union Bulletin Boards

Current bulletin boards will continue to be provided by the Company which shall be used exclusively by the Union for posting notices of the following types:

- a. Union meetings
- b. Union elections and results thereof
- c. Recreational and social events and non-political educational matters

Except as set forth above, no employee shall distribute or post any notices, pamphlets, advertising, or any other kind of literature on Company property unless approved by the Company.

Section 2

Changes to Personal Information

It shall be the responsibility of each employee to notify the Company of any change of address or telephone number. The employee's address and telephone number, as it appears on the Company's records, shall be conclusive when used in connection with layoffs, recall, or other notices to employees. Records will not be released to any third parties except as authorized by the employee or as required by law. For insurance purposes, it is the responsibility of the employee to notify the Company within a reasonable period of time, but not to exceed thirty (30) days, of any changes in personal circumstances that may affect insurance coverage.

Section 3

Sending Notification

Whenever this Agreement requires written notification by the Company, notification shall be completed by sending a letter by registered mail.

Section 4

Employees Leaving Plant on Company Business

The Union Chairperson will be notified when Bargaining Unit employees are selected to leave the plant on Company business. In the event that the Union believes that the assignment of out of plant work is not being administered properly, the Company and the Union shall meet and discuss the issues. The Company will be responsible for all normal business and travel expenses incurred directly as a result of leaving the plant on Company business.

Article 14

No Strikes/No Lockouts

Section 1

Illegal Activity

During the life of this Agreement, the Union shall not cause, authorize, sanction, or condone; nor shall any member of the Union take part in any strike, sympathy strike, sit-down, stay-in, slow-down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the Company of any kind for any reason, including as an act of sympathy and/or including a labor dispute between the Company and any other labor organization. The Union shall not cause, authorize, sanction, or condone; nor shall any member of the Union take part in any picketing of the Company buildings, offices or premises because of a labor dispute with this Company.

Section 2

Unauthorized Strikes

The Union agrees that it (and its officers) will take prompt affirmative action to prevent or stop unauthorized strikes, sympathy strikes, sit-downs, stay-ins, slowdowns, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work or interference with the operations of the Company or in any manner noted in Section 1, by notifying the employees that it disavows these acts. The Union further agrees that the Company shall have the right to discipline (including discharge) any or all employees who violate this Article, and such action shall not be subject to the Grievance Procedure provision of this Agreement, except that the Grievance Procedure shall be available to such employees only to contend that they had not participated or engaged in prohibited conduct.

Section 3

Lockouts

The Company will not lock out any employees during the term of this Agreement.

Article 15

Holidays

Section 1

Holidays

The holidays are designated as: (Holidays to be listed by date in CBA)

New Year's Day	Veteran's Day (as per Ford Master Agreement for actual day to be observed as defined for each year of the Collective Bargaining Agreement)
Martin Luther King Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	December 24
Independence Day	Christmas Day
Labor Day	December 31

Section 2

Eligibility

A full-time seniority employee on the active payroll, who would otherwise have been scheduled to work such day if it had not been observed as a holiday, will receive eight (8) hours of pay at his/her straight-time rate provided he/she has worked the full scheduled working day prior to and the next scheduled working day after such holiday (employees who are up to one half hour late will be considered to have worked the full day), regardless of the work week in which the scheduled working days fall. An employee excused by management from work on the last scheduled working day prior to or on the next scheduled working day after such holiday, regardless of the work week in which the scheduled working days fall, shall be deemed to have met the requirements of this Section.

Employees who agree to work on such holidays and fail to do so shall not be paid Holiday pay, unless excused by management for exceptional reasons.

For work performed on such calendar holidays, employees shall receive pay at the rate of two (2) times their regular rate for each hour worked, and Holiday Pay.

Section 3

Holidays Falling on Saturday or Sunday

When a designated holiday falls on Saturday or Sunday, eligible employees shall receive holiday pay provided they qualify under the above eligibility section. When any of the holidays designated falls on Sunday and the day following is observed as a holiday by the State or the Federal Government, such day shall be paid as the holiday. When the Sunday holiday is not observed on the day following, Sunday shall be considered the holiday.

Section 4**Scheduled Vacation**

If a holiday falls within an employee's scheduled vacation, the employee shall receive pay for such holiday in addition to his/her vacation pay or take an additional vacation day at another time.

Article 16

Vacation

Section 1

Benefit

Employees who meet the eligibility requirements shall be entitled to paid vacation as set forth below:

CONTINUOUS SERVICE	VACATION TIME OFF WITH PAY
Less than one year	24 Hours
1 year. but less than 2 years	40 Hours
2 years but less than 3 years	56 Hours
3 years but less than 5 years	80 Hours
5 years or more	100 Hours

Section 2

Eligibility

An employee's eligibility for vacation and vacation pay is determined as of January 1 of the vacation year. To be eligible for full vacation pay, an employee must actually work at least one thousand four hundred (1,400) hours during the vacation year. An employee with less than 1,400 hours of work shall have his vacation pro-rated based on the hours worked divided by 1,400 hours. The payments for vacation pay shall be computed at the employee's straight-time hourly rate on his/her last day worked prior to January 1 of the vacation year.

Section 3

Approval Process

Vacation time off will be arranged each year in the following manner:

- 1) On forms furnished by the Company, the employee will indicate his preference for vacation time off. This form will be turned in to the Company no later than November 1 of each year for the ensuing vacation year. The Company has the right to approve or deny vacation requests based upon Company needs.
- 2) By December 1 each year, the Company will post the vacation list showing the time off for each employee for the ensuing vacation year. Where there is a request for the same time off for two or more employees, and the Company would not be able to operate efficiently, the selection shall be made by the selection of the highest seniority employee getting the desired time off, unless a mutually satisfactory adjustment can be made otherwise. The Company will try to schedule vacations in accordance with the wishes and seniority of the employees, consistent with the efficient operations of the Company's facility.

- 3) Written requests for single vacation days will be considered with a two (2) day advance notice provided they have established vacation eligibility. Exceptions to the two (2) day advance notice may be granted as long as they do not affect the orderly and efficient operation of the business.
- 4) The Company may schedule a one week vacation shutdown during June, July, or August. If it does so it will be announced by April 1st of the vacation year. Employees would be required to utilize vacation if so scheduled.
- 5) At the end of the vacation year, all unused vacation hours will be paid by the second pay period in January. Employees shall not be permitted to carry their vacation time from one year to the next.
- 6) Employees leaving the Company will be paid all accrued vacation.
- 7) Employees will be allowed to use two (2) days of their earned vacation benefit as paid emergency vacation days, provided they give a minimum advance notice of one (1) hour prior to their scheduled shift starting time. The Company may designate certain days as being exempt from use as emergency vacation days.

Article 17

Benefits

Section 1

Health and Dental Insurance

The Company will pay eighty-five percent (85%) for the cost of health insurance for all seniority employees and their eligible dependents beginning the first day of the month following completion of probation for a hospital-medical insurance program including: hospital, surgical, physicians, outpatient, prescription drug, mental, nervous and substance abuse, vision (\$200 annual maximum benefit); and eighty percent (80%) percent of the cost of health insurance cost of dental through payment schedules and major medical provisions as described in Appendix "A" – Medical / Dental Benefits.

The Company may, at its option, change the carrier of such insurance provided the selected carrier is both recognized and reputable and that the new policy provides equivalent benefits and convenience. The Company will advise the Union sixty (60) calendar days prior to any such change of the proposed new contract. If the Company modifies the plan design of the Corporate Health Care Plan or Dental Plan such change shall apply to the Union. The Union may challenge either the reputation or recognition of the proposed carrier or the equivalency of the proposed contract's benefits or convenience by written notice to the Company within thirty (30) calendar days of such advice.

The Company will provide the Union notice, verified by the health care coverage provider selected by Flex-N-Gate Corporation for the corporate health care plan, of the Employee, Employee plus Spouse, Employee plus Children, and Family cost of health insurance rates charged by the plan and the new employee contribution levels prior to the annual open enrollment period for the Flex-N-Gate Corporation corporate health care plan, or within thirty (30) days prior to the renewal date for the corporate health care plan, so long as such Employee, Employee plus Spouse, Employee plus Children, and Family rates for the corporate health care plan have been established by the health care plan coverage provider for the next renewal period. The Company will implement such new rates at annual open enrollment.

The Company will continue medical and life insurance for a period of one (1) month following the month of indefinite layoff and for a period of up to six (6) months following the month of leave for disability or for terminated "for cause" employees who file a grievance challenging the termination. Thereafter, employees may continue their health coverage by submitting the premium for additional months as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), or its equivalent.

Section 2

Life Insurance

The Company will pay the full cost for life insurance benefits and ADD of one times base annual wage for active employees beginning the first day of the month following completion of probation.

In addition, eligible employees may continue life insurance coverage for up to 12 months by submitting the premium to the Company. Company paid for life insurance will be continued during the period of any employee's total disability.

Section 3

Sickness and Accident

The Company will provide a Short-Term Disability benefit of sixty percent (60%) of base wage per week for: first day accident, eighth day sickness, with a 26-week claim maximum. This benefit will cover active employees beginning the first day of the month following completion of probation.

Beginning in the third year of the Collective Bargaining Agreement, the Company will provide a Long-Term Disability benefit of sixty percent (60%) of base wage per week for a twenty-six (26) week claim maximum.

Section 4

Termination of Employment

All insurance coverage listed shall be discontinued on the day the employee's services are terminated or the employee quits.

Section 5

Claim Resolution

Individual claims under the insurance policy shall not be subject to the grievance procedure established in this Agreement. The master policies shall be in conformity with this Agreement. Claim resolution shall be discussed between the Union, the Company and the insurance carrier. Issues with individual claim denials will be resolved through the insurance carrier's appeals procedure.

Section 6

Additional Voluntary Benefits

The following program will be offered to employees as soon as possible following Flex-N-Gate's acquisition of the Sandusky facility:

Section 125 - FSA \$2500 Medical / \$5000 Dependent Care

Section 7

401K

The Company will provide a 401(k) plan which will include a dollar-for-dollar Company match up to \$1,000 annually per the plan summary for each participating non-probationary employee covered by this agreement.

Section 8

Pension

Beginning in the third year of the Collective Bargaining Agreement, the Company will provide a Pension benefit plan of three percent (3%) of base wage yearly earnings for each non-probationary employee covered by this Agreement.

Section 9**Tuition Reimbursement**

The Company will reimburse employees for approved tuition expenses up to five thousand dollars (\$5,000.00) annually in accordance with the Company's Tuition Reimbursement Policy for each participating non-probationary employee covered by this Agreement

Section 10**Productivity Bonus**

The Company will provide an annual Productivity Bonus in the amount of five hundred dollars (\$500.00) for each non-probationary employee covered by this Agreement. Payment will be made by separate check in the first pay period in December.

**Article 18
Wages**

Level Rates	Year 1	Year 2	Year 3	Year 4
New Hire	\$ 12.37	\$ 13.75	\$ 15.13	16.50/16.75
Pay Grade 1	\$ 14.75	\$ 15.75	\$ 16.50	\$ 16.75
\$ 16.50				
Pay Grade 2	\$ 15.50	\$ 16.00	\$ 16.70	\$ 16.95
\$ 16.70				
Pay Grade 3	\$ 16.50	\$ 17.00	\$ 17.30	\$ 17.56
\$ 17.30				
Pay Grade 4	\$ 17.50	\$ 18.00	\$ 18.50	\$ 18.78
Pay Grade 5	\$ 25.00	\$ 26.00	\$ 26.60	\$ 27.00

*New hire production employees will be hired in at the starting wage rate and progress in accordance with the chart above.

* Pay Grade 4 & 5 will be hired in at the wage rate identified in the chart based on the year of the contract.

*All ACH/DAS production employees will be hired in at their current wage rates and will receive a lump sum of up to \$1000 (prorated) plus any wage increase based on their Pay Grade in years 2 & 3.

*All current Ford workers taking employment as a Ventra employee will receive the Level Rates identified for Pay Grades 1, 2 and 3. Those working in Pay Grade 4 & 5 will receive starting wages at year 1 rates.

Article 19

Disciplinary Procedure

Section 1

Shop Rules

The Company will publish shop rules and penalties which will be posted on bulletin boards and a copy shall be furnished to the Shop Committee. The Company will utilize progressive discipline based on the severity of the violation and the employee's prior disciplinary record in dealing with rule violations.

Section 2

Disciplinary Record

In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than twelve months from date of infraction.

Section 3

Giving Notice of Disciplinary Action

Notice of shop floor and other discipline (except under the Attendance and Tardiness Control Program), must be issued within five (5) working days of the event for which discipline is to be imposed or, if later, within five (5) working days of the Company learning of the event. Notice for the Attendance Control Program must be issued within seven (7) working days. Extensions to this timing may be mutually agreed upon on a case-by-case basis.

Section 4

Copies to Union

The Union will be given copies of all discipline.

ARTICLE 20

Work Standards

Section 1

Fair Day's Work for Fair Day's Pay

It will be the understanding at the Sandusky facility that employment will be based on the principle of, "a fair day's work for a fair day's pay." If the Union Committee, after consultation with the Company, believes that the Company is not living up to this principle with respect to expected work effort, upon request by the Union, an International UAW Representative will be allowed to review the particular work area. If, after that review, the Company and the International UAW Representative cannot come to an agreement on the work standard, the matter can be submitted to the grievance procedure for resolution.

Section 2

Impact of Absenteeism

The normal amount of work required of employees shall not be increased because of absenteeism.

Section 3

Establishing Standards

Temporary or probationary employees shall not be used to establish standards in any work measurement study or time study.

Section 4

Normal Working Conditions

Production standards and rates will be set on the basis of normal working conditions with experienced operators and with consideration for fatigue and the need for relief time. Notification will be given to employees on the job and the Union prior to establishing or conducting a time study.

Section 5

Providing Standards Information

The Company agrees to provide current line balances and standard work, and make them readily available to all employees, including the Union Standards Representative(s). The Company agrees to post current production efficiencies and make them readily accessible to the Union Standards Representative(s).

ARTICLE 21

Contingency Clause

Section 1

Auxiliary Agreements

Recognizing that it is not possible for this Agreement to cover every contingency that may arise, both parties hereto, in conference, will make any mutually acceptable interpretation(s) of this Agreement, with the understanding that such interpretation(s) will be put in writing and signed by the Company, Representative(s) of the International Union and the Local Union.

Section 2

Steering Committee Meetings

A Steering Committee (comprised of appropriate representatives from the International Union, the Local Union Bargaining Committee, the Local Union President and appropriate top management personnel of the Corporation) will meet monthly to ensure that problems are being addressed and resolved as intended herein. The Steering Committee will also address other existing or potential problems on a continuing basis, in keeping with the goal of providing meaningful, ongoing discussions between the parties.

ARTICLE 22

Contract Waiver and Term

Section 1

Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in writing in this Agreement. Therefore, for the life of this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time that they negotiated or signed this Agreement.

Section 2

Agreement Appendixes

All appendixes are made a part of this Agreement by reference with like force and effect as though set forth herein. These documents are signed in like manner as this Agreement in behalf of the Union and in behalf of the Company.

Section 3

Supplanting of Previous Agreements

This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged plant or past practices, between the Company and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties.

Section 4

Separability of Provisions

In the event that any of the provisions of this Agreement are or become invalid or unenforceable, the remaining, unaffected provisions shall remain in full force and effect. Should the parties hereafter agree that applicable law makes, or probably makes, any of the provisions of this Agreement or any of its supplements, memoranda of understanding or letters relating thereto invalid or unenforceable, the parties may agree on a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement, and remain in effect for the duration of the Agreement, without the need for further ratification by the Union membership.

Article 23

Termination of Agreement

This Agreement shall become effective when Flex-N-Gate acquires the assets of Ford – Sandusky and shall continue in effect for four (4) years. Thereafter, it shall renew itself for one-year periods unless written notice is given by either party to the other not less than sixty (60) days prior to the expiration date or any extension thereof that is desired to terminate or amend this Agreement. In the event such notice is given, the parties shall begin negotiations within forty-five (45) days. If negotiations are not completed prior to the expiration date, the Agreement and all Letters of Understanding shall terminate unless extended by mutual agreement of the parties.

Signed and agreed to this ___ day of _____ in the year 2012.

For the Company:

For the Union:

Ventra Sandusky Operations

ATTENDANCE POLICY

Absent Call-in (A/C)	30 minutes prior to the start of shift	1 points
Absent No Call-in (ANC)	Where an employee is absent and fails to call-in or fails to call-in 30 minutes prior to the start of the shift	1.5 points
Tardy (T) or Leave Early (L)	Within the first two or last two hours of the shift	0.5 point
Tardy (T) or Leave Early (L)	Greater than the first two or last two hours of the shift	1 point

ATTENDANCE POINT REDUCTION SCHEDULE:

One (1) full point reduction each rolling 30 days period wherein an employee has perfect attendance. Vacations, Bereavement, Jury Duty, Military Duty, Union Leave and Holidays will count towards the 30 days all other excused absences will not be included.

DISCIPLINARY ACTION

(Management reserves the right to repeat penalties in consideration of other factors)

- VERBAL WARNING – minimum four (4) points
- WRITTEN WARNING – minimum six (6) points
- FIVE (5) DAY SUSPENSION - minimum eight (8) points
- TERMINATION – eleven (11) or more points

EXCLUSIONS FROM ATTENDANCE POINT ASSESSMENT

No points will be assigned for:

- A. Approved bereavement leave.
- B. Approved jury duty leave. Court subpoena.
- C. Vacation days that are scheduled in accordance with the contract.
- D. Disciplinary Suspensions
- E. Layoff, business interruptions, lack of work during which an employee is sent home early, etc.
- F. Required military obligations within the Reserves, the National Guard, or other such non-permanent military organizations within the United States government.
- G. Approved leaves of absence for short-term or long-term disability.
- H. Approved treatment of work-related injuries.
- I. Approved leave under the Family and Medical Leave of 1993.
- J. Approved leave for Union business.
- K. Approved leave by Human Resources for good cause.

Absences of 4 or more days will be treated as one incident if acceptable medical documentation is presented upon return to work.

Ventra Sandusky Operations reserves the right to require documentation regarding the above circumstances.

SUBSTANCE ABUSE POLICY

Ventra Sandusky Operations

PURPOSE: Not only do alcohol abuse and the illegal use of drugs and controlled substances have a negative impact upon an individual's life and family, they also have a negative impact upon the work place and co-workers. It is essential that all employees are alert and in full possession of their faculties when working in order to maintain high standards of safety, conduct, quality, efficiency and job performance. Thus, the Company has developed a comprehensive policy concerning substance abuse to prevent accidents, injuries and unacceptable job performance that may result from alcohol use or the illegal use of drugs and controlled substances in the workplace or while performing Company business.

The objective of this policy is to keep our work environment free of alcohol, illegal drugs and the illegal use of drugs.

SCOPE: This policy applies to all employees of Ventra Sandusky Operations.

PROCEDURE: ALCOHOL AND ILLEGAL DRUGS

The "illegal use of drugs" as used in this policy refers both to the use of illegal drugs and to the unlawful use of prescription drugs. "Illegal drugs" as used in this policy refers to any drug or controlled substance whose use, possession or distribution is made unlawful by applicable Federal or State Law. Use of a controlled substance is not an "illegal use of drugs" under this policy if it is being used under the supervision of and as directed by a licensed health care professional or as authorized by applicable Federal or State law.

The following conduct is subject to this policy:

- a. The possession or consumption of alcohol by any employee while in a Company facility, on Company property, operating or being in a Company vehicle, at any worksite location, at Company functions during work hours or otherwise while performing Company business, is prohibited. The possession or consumption of alcohol will be permitted on Company premises or at Company functions only upon prior consent of senior management. Possession of unopened containers of alcohol in an employee's vehicle is not, by itself, a violation of this policy.
- b. Any illegal use of drugs by any employee while in a Company facility, on Company property, operating or being in a Company vehicle, at any worksite location, at Company functions, during work hours or while otherwise performing Company business, is prohibited.
- c. Reporting to work or remaining on duty while under the influence of alcohol or the illegal use of drugs is prohibited.

DRUG AND ALCOHOL TESTING

The Company may require testing for drugs/controlled substances and/or alcohol under the following circumstances. All drug and alcohol testing will be performed by a certified laboratory.

- a. Pre-employment drug and alcohol test after a conditional offer of employment has been made to a prospective employee. (This requirement does not apply to employees working on the date of ratification of the Collective Bargaining Agreement.)
- b. To comply with the collective bargaining agreement.
- c. When management determines there is reasonable suspicion that an employee is under the influence of alcohol or the illegal use of drugs. Only medical personnel, whether Company medical personnel or contracted services medical personnel, are authorized to make the final determination to proceed with "for cause" testing due to an employee exhibiting signs of being under the influence of alcohol and/or a controlled substance.
- d. Following an on-the-job accident, injury or occupational illness as part of the investigation of the cause of the accident or injury or when the driver of a Company car, truck, hi-lo or other vehicle is involved in an accident, or when any employee experiences an on-the-job injury requiring medical treatment at a medical facility.
- e. Drug testing that is part of any substance abuse rehabilitation plan/program established for an employee.

When there is a positive drug or alcohol test result, or a refusal on the part of the employee to take a drug or alcohol test, the employee will be immediately relieved from duty pending an investigation.

Any employee with a positive test for alcohol or the illegal use of drugs, as outlined on page three, is presumed by the Company to be under the influence of the identified substance and/or a current user of illegal drugs, and the employee will be subject to the penalty provisions of the policy.

Nothing in this policy restricts the Company from proceeding with disciplinary action based solely on the evidence of behavior, personal observations, or other pertinent factors.

CONSENT TO TESTING

An applicant for employment with the Company must consent to submit to drug and alcohol tests after a job offer has been made to the applicant. All offers of employment are contingent upon the prospective employee passing the drug and alcohol tests. Any refusal to consent to any drug or alcohol tests will result in the revocation of an offer of employment. A positive test for alcohol or illegal drugs will result in the revocation of an offer of employment.

The Company may require an employee to provide a urine specimen for laboratory testing or to take a breathalyzer test at a reliable certified facility when a reasonable probable cause exists that an

employee may be in violation of this drug and alcohol policy. Reasonable cause shall be defined as those circumstances, based on objective evidence about the employee's conduct in the workplace that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol or drugs. Examples of objective evidence include when a team member shows signs of impairment, such as difficulty in maintaining balance, slurred speech, erratic or atypical behavior, or otherwise appears unable to perform his job in a safe manner. The Company's representatives will document the circumstance or specific personal observations concerning the team member's impaired work performance, behavior, speech, or breath odor.

When an employee is required to submit to testing under this policy the employee may request a Union Representative to accompany him/her to testing.

The Company will pay the employee and, if requested, the Union Representative for all time spent providing the specimen or taking the breathalyzer test outlined above. In addition, the Company will fully reimburse and make whole any employee for any subsequent lost time or benefits as a result of any test if at the conclusion of all provided procedures the final determination is negative. All negative tests will result in all records and documents leading to the testing being destroyed. Non-personal data may be retained for statistical studies.

Attachment A must be completed by the immediate supervisor as part of the procedure to perform alcohol and/or drugs tests. An employee's refusal to consent to a drug and alcohol test may result in disciplinary action, including termination, for a first refusal or any subsequent refusal.

TESTING METHODOLOGY

Testing will be conducted by a certified laboratory and consist of an initial screening test of urine and/or breath and, when required, a confirmation test. The Company may request that additional tests be performed on a case by case basis. The Company will pay for the cost of testing. The Company, after agreement with the Union, may choose to utilize other methods of testing for drugs and alcohol as recommended by a certified laboratory, State and/or Federal Laws.

ON-THE-JOB INJURY OR ACCIDENT

The failure to pass a substance abuse test, if deemed necessary by medical personnel, following an on-the-job injury or accident, will result in disciplinary action up to and including discharge unless the employee elects to use, if available, his one opportunity for treatment per the "Treatment for Substance Abuse" section of this policy.

CUTOFF POINTS

<u>Type of Drug or Metabolite</u>	<u>Initial Test</u>	<u>Confirmation Test</u>
Amphetamines	1000 ng/mL	500 ng/mL
Barbituates	300 ng/mL	200 ng/mL
Benzodiazepines	300 ng/mL	200 ng/mL
Marijuana metabolites	50 ng/mL	15 ng/mL

Cocaine metabolites	300 ng/mL	150 ng/mL
Methadone	300 ng/mL	200 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Opiate metabolites	2000 ng/mL	2000 ng/mL
Methaqualone	300 ng/mL	200 ng/mL
Propoxyphene	300 ng/mL	200 ng/mL

These cutoff points are used by virtually all organizations, including the Local Police Department, the Ohio State Police, and the United States Department of Transportation, to determine drug use. Exceeding these cutoff points results in what is commonly called a "positive test result." Alcohol measured at above a .04 level will be called a "positive test result."

TREATMENT FOR SUBSTANCE ABUSE

Employees who feel they may have a substance abuse problem are encouraged to voluntarily seek help by using the Employee Assistance Program (EAP) before alcohol and/or drug use lead to disciplinary action or termination. If an employee seeks help, he/she will be granted necessary disability leave of absence, if necessary, to receive the recommended treatment. No employee will have his job security or promotional opportunities jeopardized by his voluntary request for help. Any and all information surrounding a voluntary request and subsequent treatment by an employer will be kept strictly confidential. Employees who return to work from a disability leave of absence for treatment will be required to submit to a drug and alcohol test prior to being reinstated. If the test results are positive an employee will not be returned to work until he/she tests negative.

If it is determined, as a result of positive test results, that an employee violated this policy, a meeting will take place between Human Resources, the Union, and the employee. The employee will be offered the option of seeking rehabilitation through referral as defined in this policy. If the employee enters and successfully completes a treatment program, he/she will be required to pass a urinalysis or breathalyzer test prior to returning to work and must agree to random testing for the next 12 months. Tests will be conducted not more than four (4) times in a twelve (12) month period. If the employee refuses this option, he/she may be subject to disciplinary action up to and including termination. Subsequent violation of this policy by an employee based on positive test results may subject the employee to disciplinary action up to and including termination.

Despite the foregoing, the Company reserves the right to discipline or discharge any employee who tests positive on a drug and alcohol test if the employee's conduct that precipitated the test is otherwise sufficiently serious to warrant discipline or discharge

Union	Company
Date	Date

ATTACHMENT A

The following statement must be read by the supervisor/member of management to the associate before he/she is sent to the clinic for drug/alcohol examination and signed by the supervisor and a witness:

"You are being sent to the Sandusky Medical Clinic (as defined by the Company) because you appear to be under the influence of drugs and/or alcohol. The clinic may take urine or other agreed upon samples from you upon a "for cause" determination for use in an alcohol or drug screening test and results of this examination will be sent to Ventra Sandusky Operations. If you either refuse to have appropriate samples taken or to allow test results to be released to Ventra Sandusky Operations, your refusal will result in discipline up to and including discharge. Do you understand?"

**Observed Behavior/Reasonable Cause
Recording Form**

Name: _____ Identification Number: _____

Date of Observation: _____

Time of Observation: From: _____ a.m. _____ p.m.
To: _____ a.m. _____ p.m.

Observed personal behavior (check all appropriate items)

- 1. Speech Normal _____ Incoherent _____ Confused _____
 Slurred _____ Whispering _____ Silent _____
- 2. Balance Normal _____ Swaying _____ Staggering _____
 Falling _____
- 3. Walking Normal _____ Stumbling _____ Swaying _____
 Falling _____ Arms raised for balance _____
 Reaching for support _____
- 4. Awareness Normal _____ Confused _____ Paranoid _____
 Sleepy or Stupor _____ Lack of coordination _____

5. Other observed actions or behaviors:

Behavior witnessed by:

_____ (Print Name)	_____ (Signature)	_____ (Date)
_____ (Print Name)	_____ (Signature)	_____ (Date)

Letter of Understanding

February ____, 2012

Mr. Gerard M. Coiffard
Plant Chairman
Ventra Sandusky
3211 Bardshar Road
Sandusky, OH 44870

Subject: Bellevue Employees

Dear Mr. Coiffard:

During the 2012 Collective Bargaining Agreement negotiations, the issue of Bellevue employees and their prospective employment with Flex-N-Gate (FNG) was discussed in detail.

As you are aware, at the time of this writing, a final determination regarding the status of the Bellevue Plant has not been made by FNG. Nevertheless, please allow this letter to confirm that FNG commits to employ Bellevue employees in one of the following capacities:

- If FNG decides to perform service work at the Bellevue Plant, employees will be incorporated into the same Collective Bargaining Agreement as Ventra Sandusky employees;
- If FNG decides to perform service work at the Ventra Sandusky Plant, employees will transfer from the Bellevue Plant to Sandusky and continue to work on service components;
- If FNG decides not to perform service work at either plant, employees will transfer from the Bellevue Plant to the Ventra Sandusky Plant and be assigned to other work.

Furthermore, the parties have agreed that Bellevue employees will:

- Assume Ventra Sandusky Plant seniority in accordance with their original date of hire or re-hire at the Bellevue Plant;
- If Bellevue service work is retained and employees either continue to work at Bellevue or are incorporated into the Ventra Sandusky Plant, a new Department (Service) will be developed which will assist FNG to maintain continuity of work.

Sincerely,

Randy Marko
Vice President, Human Resources
Flex-N-Gate

Letter of Understanding

February ____, 2012

Mr. Gerard M. Coiffard
Plant Chairman
Ventra Sandusky
3211 Bardshar Road
Sandusky, OH 44870

Subject: Task Realignment

Dear Mr. Coiffard:

During 2012 Collective Bargaining Agreement negotiations, the Company expressed concern that there may be tasks presently assigned to bargaining unit employees that Flex-N-Gate has normally assigned to clerical or managerial personnel due to the nature and scope of work performed. Accordingly, there may be some tasks requiring realignment from bargaining unit employees to salaried employees, in keeping with the intent of the Labor Management Relations Act of 1947, as amended.

The Company and the Union will review the jobs and determine what job duties are involved, and will endeavor to complete such review within 180 days of the acquisition of the facility.

Sincerely,

Randy Marko
Vice President, Human Resources
Flex-N-Gate

Letter of Understanding

March ____, 2012

Mr. Gerard M. Coiffard
Plant Chairman
Ventra Sandusky
3211 Bardshar Road
Sandusky, OH 44870

Subject: New-Hire Union Orientation

Dear Mr. Coiffard:

During the negotiations of the 2012 Collective Bargaining Agreement, the parties discussed the issue of new-hire Union orientation. The parties have agreed that it is inappropriate to schedule a set amount of time for Union orientation because the length of time needed for proper orientation will depend upon group size as well as group dynamics. Therefore, the parties have agreed that the Union will be afforded time, not to exceed three (3) hours, during new-hire orientation to conduct private introduction to the UAW and Local 1216.

Sincerely,

Randy Marko
Vice President, Human Resources
Flex-N-Gate

Letter of Understanding

March ____, 2012

Mr. Gerard M. Coiffard
Plant Chairman
Ventra Sandusky
3211 Bardshar Road
Sandusky, OH 44870

Subject: Movement of Employees during First Year of Agreement per Article 7, Section 7b --
Job Posting Agreement

Dear Mr. Coiffard:

During 2012 negotiations, the parties discussed the issue of the movement of employees during the first year of the Agreement pursuant to the job posting language contained in Article 7, Section 7b.

This letter recognizes that although the ability of employees to move from one job to another pursuant to Article 7, Section 7b provides for a more efficient operation by reducing workforce churning, the Company acknowledges that such movement may result in many new-hires being assigned to higher Pay Levels than existing seniority employees during times of mass hiring.

Accordingly, the parties recognize the seniority rights of employees and have agreed that restricted movement (6 months or 12 months, as is the case) may be exempted, based upon business needs, for up to one year following the effective date of the 2012 Agreement.

This arrangement may be extended upon the mutual consent of both parties.

Sincerely,

Randy Marko
Vice President, Human Resources
Flex-N-Gate

Letter of Understanding

March ____, 2012

Mr. Gerard M. Coiffard
Plant Chairman
Ventra Sandusky
3211 Bardshar Road
Sandusky, OH 44870

Subject: Consolidation of Skilled Trades Classifications

Dear Mr. Coiffard:

During 2012 negotiations, the parties discussed the issue of consolidating skilled trades classifications and that such consolidation would initially take place sometime during the transition period. It was agreed that there will be four skilled trades classifications as identified below:

<u>New Classification</u>	<u>Former Classifications</u>
(1) Electrical	Electrician
(2) Tool Room	Tool and Die Maker, Tool Room Welder, Inspector Tool and Layout
(3) Industrial Truck Repair	Industrial Truck Repairperson
(4) Mechanical	All other trades

The parties agreed that a Joint Committee will be created and, within 90 days of the effective date of the Agreement, will establish a skills assessment and training matrix for each classification. The Committee will evaluate and assess progress toward consolidation on a bi-monthly basis. It is anticipated that training will be completed within twenty-four (24) months from the effective date of the Agreement for employees on roll at such time.

During the training period, overtime will be administered by classification in accordance with the skill assessment and training matrix of the respective tradesperson. Once consolidation is complete, overtime will be administered by classification. It is the intent of the Company to provide the required training, whether classroom instruction or on-the-job, in order to fully develop the skills required for tradespersons to perform their jobs.

Sincerely,

Randy Marko
Vice President, Human Resources
Flex-N-Gate

Letter of Understanding

March ____, 2012

Mr. Gerard M. Coiffard
Plant Chairman
Ventra Sandusky
3211 Bardshar Road
Sandusky, OH 44870

Subject: Transition Leveling Seniority Application

Dear Mr. Coiffard:

During the course of these negotiations, the parties spent considerable time discussing the complexity of establishing an equitable transition leveling seniority arrangement for all Ford Motor Company (Ford) and Automotive Components Holdings (ACH) UAW-represented hourly employees being hired by Flex-N-Gate. As a result, for either Ford or ACH employees that are hired by Flex-N-Gate that were on roll as UAW-represented hourly employees of Ford or ACH at the Sandusky Plant immediately prior to the effective date of the transfer from Ford to Flex-N-Gate, the parties have agreed to the following:

Skilled Trades Employees

Skilled trades employees who are on roll, as described in the above paragraph, will utilize their most recent Ford or ACH skilled trades date of entry in their previous trade for purposes of determining seniority for the operational aspects of the Collective Bargaining Agreement. Should an additional seniority tie-breaker be required, the language in Article 7, Section 1 of the Collective Bargaining Agreement will apply.

Non-Trades Employees

Non-trades employees who are on roll, as described in the paragraph above, will utilize their most recent Ford or ACH service date for purposes of determining seniority for the operational aspects of the Collective Bargaining Agreement. Should an additional seniority tie breaker be required, the language in Article 7, Section 1 of the Collective Bargaining Agreement will apply.

Sincerely,

Randy Marko
Vice President, Human Resources
Flex-N-Gate

Letter of Understanding

(Date)

Mr. Gerard M. Coiffard

Plant Chairman

3211 Bardshar Road

Sandusky, OH 44870

Subject: Subcontracting

Dear Mr. Coiffard:

During the 2011 Collective Bargaining Agreement negotiations, the issue of subcontracting work was discussed on numerous occasions.

It is recognized that in order for the Company to maintain its ability to respond to the market, meet Flex-N-Gate business requirements, changing customer demands, design changes, maintain optimal product mix and to remain cost competitive, the Company may find it necessary to subcontract work. The parties recognize it is preferable to have bargaining unit employees perform production and certain maintenance work at the plant where the work in question is an integral part of the plant's manufacturing processes and can be efficiently performed by Company employees. Certain work, however, may not be integral to the manufacturing process and may be obtained from outside vendors. In considering subcontracting, the Company will consider the scope of the work, time frame in which to perform such work, skill requirements and efficient utilization of existing employees, the duration of the project, necessary equipment and overall cost. Subject to the provisions of this Article, the Company has the right to subcontract with outside vendors, and will consider Union Contractors, to perform such tasks. The Company agrees that it will not subcontract bargaining unit work, except in unforeseen and emergency situations, without first discussing the matter with the Union. In such discussions, the Company will give the Union an opportunity to propose viable alternatives to the planned subcontracting, provided that such discussions will not result in a delay in implementing the Company's subcontracting plans.

Sincerely,

Randy Marko
Vice President, Human Resources
Flex-N-Gate

Letter of Understanding

(Date)

Mr. Gerard M. Coiffard

Plant Chairman

3211 Bardshar Road

Sandusky, OH 44870

Subject: Effective date of Collective Agreement

The parties acknowledge the effective date of the ratified Collective Agreement between the UAW and Ventra will be determined as being the signed date of the completed ACH Sandusky sale transaction with Ventra which recognizes the first date of the effective change in operating ownership.

Sincerely,

Randy Marko
Vice President, Human Resources
Flex-N-Gate

Letter of Understanding

March ____, 2012

Mr. Gerard M. Coiffard
Plant Chairman
Ventra Sandusky
3211 Bardshar Road
Sandusky, OH 44870

Subject: Retirement Eligible Ford Employees – Reload Incentivized Supplement Flex N Gate Health Care Plan Opt Out

Dear Mr. Coiffard:

This letter confirms our understanding reached during the course of negotiations of the UAW – Flex N Gate Collective Bargaining Agreement (CBA) that UAW – represented Ford Employees employed in the ACH Sandusky operations who accept an incentivized retirement offer from Ford Motor Company (Ford) upon ACH-Ford’s transfer of the ACH Sandusky operations to Flex N Gate, and who as part of such transfer accept an offer of employment with Flex N Gate as a UAW-represented hourly worker, will be eligible to receive health care benefits as a Ford retiree in accordance with the provisions of the 2011 UAW – Ford Benefits Plans and Agreements (Ford Plans).

Further, it is agreed that any such employee may elect to “opt out” of any health care plan negotiated between the UAW and Flex N Gate as part of the CBA. This initial election will only be made available to an eligible employee accepting an offer of employment from Flex N Gate upon the transfer of the ACH Sandusky operations to Flex N Gate.

Finally, any employee accepting an incentivized retirement offer, as described above, who therefore, in accordance with this letter, becomes eligible to receive retiree health care benefits under the Ford Plans and elects to “opt out” of the UAW– Flex N Gate health care plan will be eligible to receive a monthly supplement payable in a lump sum by Flex N Gate. The supplement will be calculated at a rate of \$4.00 per straight time hour worked up to a maximum of forty straight time hours in a week.

Employee eligibility for the supplement and the manner in which it will be calculated and paid are as follows:

Eligibility

- Eligible to receive an incentivized retirement offer from Ford including the Special Remote Location Re-employment Incentive (RLREI).
- Accepts the incentivized retirement offer and retires effective **TBD** from Ford or grows into retirement eligibility during the eight month transition period following the ACH Sandusky

operations to Flex N Gate or when eligible to retire pursuant to the provisions of the Special Remote Location Re-employment Incentive (RLREI).

- Accepts the Flex N Gate employment offer and commences employment as a UAW-represented Flex N Gate hourly employee effective **TBD**.

Supplement Amount:

- Amount to be received each month based on straight time hours worked in a work week up to a maximum of forty (40) straight time hours times \$4.00 per straight time hour.

Payment Cycle:

- Second full pay period in the month following the month in which the straight time hours are worked by an eligible employee.

The monthly supplement will be payable by Flex N Gate while the employee remains on the active employment rolls of Flex N Gate and has elected to “opt out” of the UAW-Flex N gate negotiated health care plan.

It is agreed that when such an employee is no longer on the active employment rolls of Flex N Gate, the employee’s eligibility for the supplement will cease and the supplement will be discontinued.

Sincerely,

Randy Marko
Vice President, Human Resources
Flex-N-Gate

MEMORANDUM OF AGREEMENT - COLLECTIVE AGREEMENT

WHEREAS the Company and the Union are party to a Collective Agreement that expires on TBD (See Letter of Understanding Re: Effective date of Collective Agreement);

AND WHEREAS the parties have negotiated this Memorandum of Agreement as an amendment of said Collective Agreement;

THE PARTIES hereby agree as follows:

1. The attached amended Articles constitute the complete package of amendments to the Collective Agreement between the parties.
2. The parties hereby agree to unanimously recommend this Agreement to their respective principals for ratification.
3. Except for the attached revised Articles and Letters of Understanding, which are effective on ratification, or as otherwise stated, this Agreement shall be effective on **TBD** and shall expire on the **TBD**.

DATED AT DETROIT, MICHIGAN THIS **2nd DAY of April, 2012..**

FOR THE COMPANY

FOR THE UNION

Letter of Understanding

(Date)

Mr. Gerard M. Coiffard

Plant Chairman

3211 Bardshar Road

Sandusky, OH 44870

Subject: **Sandusky Uniqueness**

Dear Mr. Coiffard:

Ventra Sandusky has made certain determinations concerning the business' commercial competitiveness, which have resulted in proposed arrangements with Ford which Ventra Sandusky would require if it chose to proceed with any transaction.

Ford has committed to substantial, specific, non-standard financial and other incentives (including capital, long-term future sourcing, and employee wage rate subsidies) to support a possible transaction.

Due to these arrangements, Ventra Sandusky, Ford, and the UAW recognize that all negotiations and any resulting collective bargaining agreement are and will be unique to the Sandusky and Bellevue facilities, including without limitation as to compensation, benefits and operating rules.

Letter of Understanding

(Date)

Mr. Gerard M. Coiffard
Plant Chairman
3211 Bardshar Road
Sandusky, OH 44870

Subject: **Interest Arbitration for the Next Subsequent**

Dear Mr. Coiffard:

The UAW agrees that it will not engage in any strike, slowdown, boycotts, concerted refusal to perform work duties, work stoppage, and the Company agrees that it will not engage in any lockout, during the period beginning with the expiration of this agreement through the ratification of the next subsequent UAW-Sandusky agreement either by mutual agreement to such contract or in accordance with the procedures outlined below.

In the event the Company and Union are unable to reach an agreement on the terms of the next subsequent agreement, within three (3) months following the expiration as described above, the Company and the Union agree that either will submit the unresolved issues to a single Arbitrator (defined below) for interest arbitration in accordance with the following procedure.

In the event the parties are unable to reach an agreement, and the dispute is submitted to the Arbitrator for resolution in accordance with this procedure, the resulting agreement shall include provisions for interest arbitration only by mutual agreement of the parties. In absence of such mutual agreement on this issue, the resulting agreement shall not include a provision for interest arbitration. In addition, the Arbitrator shall have no authority to impose an interest arbitration procedure on the parties in absence of such mutual agreement.

The next subsequent agreement shall have a minimum term of four years.

The interest arbitration shall be conducted within thirty (30) days following the request. The parties shall present a list of unresolved issues as reflected in the final offers made at the bargaining table. The Arbitrator shall select between the final offer made by the Company and the final offer made by the Union. The Arbitrator shall have no authority to add to, subtract from, or modify the final offers submitted by the parties or to engage in mediation of the dispute. The Arbitrator's decision shall select one or the other of the final offer packages submitted by the parties on the unresolved issues. The Arbitrator may consider, among other things, a competitive analysis of the Sandusky and Bellevue manufacturing sites within the industry for their commodities. The Arbitrator shall select the final offer package found to be more reasonable in view of the information presented at the hearing.

The Arbitrator shall be independent and mutually selected from a list of at least five individuals provided by each of the Union and Ventra Sandusky. There will be no appeal from the decision of the Arbitrator on questions of fact, law, or mixed fact and law. Ohio law will apply to the arbitration. The Arbitrator will have at least ten continuous recent years' experience acting as a labor arbitrator.

April 3, 2012

Mr. Frank DiGiorgio
Administrative Assistant
UAW National Ford Department
8000 East Jefferson
Detroit, Mi 48214

Subject: Ratification Bonus

Dear Mr. DiGiorgio,

This letter is to confirm that the International UAW, Local 1216 and Ventra have agreed to a tentative agreement. Upon ratification of this agreement, Ventra will pay a ratification bonus of \$2,500. Those employees who will be eligible are:

- All ACH, DAS, or Ford workers who elect to stay and work as a Ventra Employee

Payment will be processed 2 weeks after the transition of assets from ACH to Ventra

Sincerely,

Randy Marko
Vice President Human Resources
Ventra

April 3, 2012

Mr. Frank DiGiorgio
Administrative Assistant
UAW National Ford Department
8000 East Jefferson
Detroit, Mi 48214

Subject: ACH, DAS and Ford Hourly Transfer to Ventra

Dear Mr. DiGiorgio,

Ventra will accept, transfer and employ any current ACH, DAS or Ford hourly employee currently working at the Sandusky ACH Plant. These employees will not be subject to any physical, drug screen or background check. All disciplinary and attendance records will be cleared at the time of sale or transfer of assets from ACH/Ford Motor Company to Ventra. All current employees will receive vacation entitlement of 80 hours that will be prorated. January 1st of 2013 all the employees covered by this letter will receive 80 hours of vacation.

Sincerely,

Randy Marko
Vice President Human Resources
Ventra