

Collective Bargaining Agreement

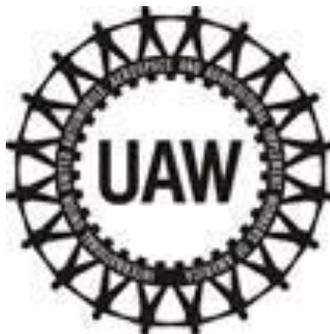
Between

Voith Industrial Services, Inc.

VOITH

And

**International Union, United Automobile, Aerospace
& Agricultural Implement Workers of America**



Effective: _January , 2013 through January _ , 2017

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Introduction

The management of Voith Industrial Services, Inc. and the United Automobile, Aerospace and Agriculture Implementation Workers of America (UAW), International Union recognizes that they must effectively function as a team to prosper in today's global competitive marketplace.

Voith Industrial Services, Inc. acknowledges that Union and Management may have different ideas on various matters affecting their relationship. We are convinced that differences can be peacefully and satisfactorily adjusted by sincere and patient effort on both sides. Regarding the effect of work, we subscribe to the concept of "a fair day's work for a fair day's pay."

Preface

Voith Industrial Services, Inc. and the United Automobile, Aerospace and Agriculture Implementation Workers of America (UAW), International Union recognize their respective responsibilities under federal, state, and local laws relating to the legal principles of equal opportunity in employment practices.

Article 1: Agreement

This agreement is entered into by and between Voith Industrial Services, Inc., (that performs janitorial and industrial cleaning services) for Ford Motor Company and the United Automobile, Aerospace, and Agriculture Implementation Workers of America (UAW), International Union.

For the purpose of definition, the "Company" or "management" refers to Voith Industrial Services, Inc., and the Union refers to the United Automobile, Aerospace and Agriculture Implementation Workers (UAW) International Union, UAW, unit member sand Bargaining Committee.

Article 2: Union Recognition

The Company recognizes the International Union, United Automobile, Aerospace and Agriculture Implementation Workers of America as the sole and exclusive collective bargaining agent for employees included in Article 7: Classifications, in the bargaining units described below, but excluding confidential employees, salaried employees, clerical office employees and supervisors as defined by the Act.

Chicago Assembly
12600 S. Torrence Avenue
Chicago, IL 60633

Louisville Assembly
3000 Fern Valley Road
Louisville, KY 41213

Ohio Assembly
650 Miller Road
Avon Lake, OH 44012

Kentucky Truck
3001 Chamberlain Lane
Louisville, KY 41241

Cleveland Engine #1
17601 Brook Park Road
Cleveland, OH 44142

Cleveland Engine
18300 Snow Road
Brook Park, OH 44142

Walton Hills Stamping
PO Box 211
Bedford, OH 44146

Wayne Stamping
37625 Michigan Avenue
Wayne, MI 48184

Lima Engine
4750 Liberty Way
Lima, OH 45801

R&E
20100 Rotunda, MD 3037
Dearborn, MI 48124

Livonia Transmission
36200 Plymouth Rd.
Livonia, MI 48150

Livonia NPD
11871 Middlebelt Rd.
Livonia, MI 48151

Pilot Plant
17000 Oakwood Blvd.
Allen Park, MI 48101

Brownstown Parts
25555 Pennsylvania
Brownstown Township, MI 48174

Michigan Assembly
38303 Michigan Avenue
Wayne, MI 48184

Kansas City Assembly Plant
8121 US NE Highway 69
Claycomo, MO 64119

This agreement shall also apply to all other Ford Motor Locations in which Voith Industrial Services, Inc., or any owned subsidiary, is contracted to provide janitorial / cleaning services when the Union demonstrates that it has majority support from employees at those locations.

Article 3: Employment Probationary Period

New employees will be considered as being on probation for the first ninety (90) calendar days from the date of last hire. Such employees are at will and subject to discharge during the probationary period. However, any claim by a probationary employee that their discharge or lay off after 30 days of employment is not for cause, or any claim of discrimination in connection with the employee's discharge or lay off may be taken up through the grievance procedure.

Employees will enjoy seniority status upon completion of the probationary period.

Article 4: Check Off

All employees covered by this agreement will become a member of this Union upon completion of the ninety (90) calendar days (probationary period) of employment and will, as a condition of employment, to the extent permitted by law, maintain their Union Membership to the extent of paying membership dues, initiation fees uniformly levied against all Union Members as prescribed by the Constitution of the International Union, UAW.

During the life of this agreement, the Company agrees to deduct Union Membership dues levied by the International Union, UAW or Local Union in accordance with the Constitution and Bylaws of the Union, from the pay of each employee who executes or has voluntarily executed an "authorization of Check Off of Dues" form furnished by the Union. In addition, the Company agrees to deduct from each employee's payroll, where pre-approval is given in writing, the amount designated by the employee for political action (V-Cap) and transfer the total said amount to the designated Local Union representing the location on a monthly basis and will be paid within ten (10) working days of the date of the payroll.

The Union agrees to indemnify the Company with respect to any claims arising out of the Check Off or V-Cap contributions.

Employees who work more than forty (40) hours in a calendar month will be required to meet requirements of a full time employee for the purpose of initial fees and dues.

Article 5: Management Rights

Section 1

The right of the Company to management is recognized. The Company, in the exercise of the customary functions of Management, may establish and enforce reasonable rules not inconsistent with the terms of this agreement. In addition, the right to manage the Company business, hire, promote, demote, discharge, lay off, or discipline for just cause, to establish standards of quality and operating standards, change methods or equipment, to maintain efficiency of employees, and establish work rules and schedules is recognized by both the Union and the Company as the proper responsibility of Management, whether the same has been exercised heretofore or not.

If a seniority employee believes that an exercise of Management Rights violates one of more provisions of this agreement, the matter will be subject to the grievance procedure.

Section 2: Discipline and Discharge

1. The Company retains the sole right to discipline and discharge employees for just cause, provided that in the exercise of this right it will not act in violation of the terms of this Agreement. In imposing discipline on a current charge, the Company will not take into account any prior infraction which occurred more than 18 month previously. However, in instances where an employee is on a medical of FMLA leave of absence during the 18 month time period after a disciplinary action is issued, the 18 month time period will be extended by the amount of time of medical of FMLA leave occurring within the initial eighteen months to

ensure 18 months of active employment from the issuance of the disciplinary action. All disciplinary action will be based on the last remaining discipline remaining in the employee's file.

2. When it is determined that the Company will convene a Disciplinary Hearing on an employee, the hearing will take place within three (3) of the employee's worked days not to include holidays and weekend assignments.

Section 3: Management Responsibilities

In managing the operations, Management will meet with the Union to discuss major organizational changes, plans to in source or out source work, technological changes that will impact the bargaining unit, schedule changes, or other significant events. In addition in the event the Company is directed by the customer to out source work currently being performed by the bargaining unit, the Company will notify the Union in advance and will meet to discuss the situation and consider alternatives. If requested, the Company will provide the Union with the necessary information regarding the proposed out sourcing to help prepare a business case for determining if the work can be retained by the bargaining unit. If a business case is presented, it must be approved by the parties and the customer before it can be implemented.

Prior to initiating or changing Company work rules or schedules, Management will meet with the Union Bargaining Committee to review the work rules or schedules, explain the reason for the change, and explore alternatives if requested. Management will not change Company policies contrary to the terms of this Agreement except as by mutual agreement of the Union and Management.

Section 4: Union Responsibilities

The Union has the exclusive responsibility of representing its membership regarding all terms and conditions of employment and to ensure that they are treated consistent with the terms of this Agreement, and that its members receive fair and equitable wages and benefits. The Union agrees to promote the common objectives and to cooperate with the Company in administering, on a fair and equitable basis, standards of conduct, attendance programs and problem resolution.

Section 5: Employee Responsibilities

All employees shall have the following responsibilities:

- Meet reasonable goals and schedules
- Work within reasonable Company guidelines
- Respect the individual rights of others
- Abide by reasonable standards of conduct and attendance policies

- Promote continuous improvement by looking for opportunities to make the company more efficient

The Company and the Union agree that all employees of the Company, both Management and hourly, must treat each other with dignity and respect. In this regard, neither the Company nor the Union will condone any harassment or unfair treatment of one party by another.

Article 6: Seniority

Section 1

Seniority is defined as the length of continuous service with the Company and is accrued upon completion of the probationary period as defined in Article 3: Probationary Period. In the event more than one employee has the same seniority date, the employee whose social security number has the lowest last four (4) digits will be considered to have the greatest seniority.

Seniority is applied to the following:

- Vacation eligibility
- Permanent Job Bids
- Overtime
- Layoffs

Section 2: Shift Preference

The Company agrees to the principle that seniority employees should be given consideration in the assignment of shifts. Seniority employees shall have an opportunity to express shift preference within their classification once per year utilizing the following procedure:

1. Employees desiring to exercise shift preference must make an application in writing prior to the end of the first two full weeks in June. The company will make a list of names of employees, record and rank the preference(s) of each employee. The employee must sign next to his/her preference(s). After completion of the solicitation of the entire workforce, the Company will submit three (3) copies to the Union.

Shift preference moves will be reviewed with the Union prior to Employees being notified of their pending moves. The company will provide information to employees regarding their preference, if requested. Employees with an approved shift preference will be obligated to report to their states preferred shift.

2. If an employee is out of the plant during the two-week period that he/she would express shift preference, it is the employee's responsibility to make their request known in writing prior to the end of the shift preference sign up period.

3. Shift preference moves may be temporarily delayed to accommodate training needs as employees move from area to area.

Section 3: Layoffs

- In the event of a layoff projected not to exceed thirty (30) workdays volunteers will be solicited and will be given priority. In the event there are not enough volunteers, members may be laid off by classification and shift by order of seniority, low seniority first.
Employees will remain in their classification and shift by order of seniority.
- After a two (2) week period management will review with the Union the status of the layoff. If projected to go beyond thirty (30) days, then joint discussions will be held to review a transition plan to manage the ongoing lay-off.
- In the event of a layoff projected to exceed thirty (30) work days, members will be laid off by order of seniority, low seniority first.
- In the event of any layoff, the process for securing volunteers will be determined by the Company and the Bargaining Committee.

The elected Chairperson, stewards and alternates will have super seniority. That is in the event of a reduction in force and at the point where they would be subject to layoff, the Chairperson, stewards and alternates will be retained on their assigned shift and/or elected represented area.

Section 4: Reduction Rights

In the event of a reduction in force the following procedure shall be utilized for employees in the classifications designated in the Collective Bargaining Agreement. The concept of high seniority bumps low seniority will be used, an employee shall exercise seniority against the employee with the least seniority in the following order:

- 1) Shift and classification
- 2) Bargaining Unit

Section 5: Recalls

Recall of laid off employees from a lay off greater than thirty (30) days will be in reverse order of layoff. It is the employee's responsibility to keep a current address and telephone number

of file with the Company. The employee will be notified of their recall by mail to their address on record. The Union will receive a copy of the notifications.

Section 6

Seniority will be broken when:

- An employee is discharged for cause
- An employee voluntarily quits
- An employee is absent for three (3) regular schedule consecutive working days without notification
- An employee fails to report to work with five (5) days of notification of recall from layoff by personal contact and / or certified mail unless otherwise agreed to by Management and the Unit Chairperson, Steward or designee
- An employee is on lay off for one (1) year or their length of service, whichever is greater with a maximum recall period of 6 years

Article 7: Classifications

Employees will be classified in one of the following categories for the purposes of administering this agreement:

Classification I

Janitorial

Classification II

Booth Cleaner

The parties agree to negotiate rates and classifications for any work creating permanent Bargaining Unit positions not covered by this agreement.

Basic job duties within the classifications are described as follows:

Classification I – Janitorial job responsibilities include, but are not limited to, all of the following:

Clean all plant areas including but not limited to, the shop floor, docks, washrooms, offices, cubicles, meeting areas, cafeterias, locker rooms, outdoor areas and parking lots. Restock washrooms, clean up spills and remove garbage. May require the use of power equipment to vacuum, sweep, polish and transport, among others. May include grounds work and/or minor snow removal. Special cleaning projects as required by the customer

Classification II – Paint booth cleaning responsibilities include, but are not limited to, all of the following:

Prepare the paint booth for cleaning. Using solvents and high pressure water blasters, cleans walls, hoses windows, grates, lights, robots, etc. Grease rails and perform other minor maintenance. May perform other specialized paint booth cleaning jobs as required.

An employee in any classification in this agreement must be trained, if qualified, to perform all functions within the classification he or she is holding. The Company will provide the required training to enable all employees to perform all aspects of the jobs safely and efficiently. Once employee has completed such training, he or she cannot refuse any assignment for which he/she has been trained.

Article 8: Job Postings

Section 1: Job Openings

- 1) At the time a job opening occurs, management will use its best efforts to determine whether the opening is temporary or permanent based on the estimated length of time required to fulfill the job requirements.
- 2) Job openings will be filled based on the following procedures. The Union and Management will meet to discuss the duration of temporary opening for the following conditions.

Section 2: Temporary Assignments

Less than Thirty (30) days

Temporary assignments less than thirty (30) days will be made at management's discretion

Section 3: Temporary Assignments

Thirty (30) days up to Ninety (90) days

- 1) Openings will be posted for seven (7) days
- 2) The job opening will be awarded to the employee with the greatest seniority provided they can perform the job.
- 3) Employees will be given the required training necessary to perform the job.
- 4) In the event the employee decides they do not want to perform the job, the employee will be returned to their previous classification and shift and will be restricted from bidding on other temporary job openings for ninety (90) days
- 5) Employees awarded temporary jobs through the postings process will not be restricted from bidding on a permanent job opening.
- 6) Employees transferring to a temporary job with a higher rate of pay will receive the rate of pay for the temporary job beginning on the first day on the

- job and ending on the last day on the job, including the appropriate shift premium.
- 7) Employees transferring to a temporary job with a lower rate of pay will retain their current rate of pay, including the appropriate shift premium.
 - 8) Upon completion of the temporary job assignment, the employee(s) will be returned to their previous classification and shift.
 - 9) Secondary openings created by filling a job posting will be back filled by temporary assignment at management's discretion.

Section 4: Perpetual Bidding Process

- A perpetual bid list of seniority employees will be developed and maintained for all shifts and classifications from 3-part forms submitted by employees and signed for by the Facility Manager or his/her designated alternate. Copies of the form will be provided to the Union upon receipt
- Unsigned lists will be invalid!
- Copies of the perpetual bid list will be provided to the Union quarterly or as requested.
- Any seniority employee at Voith may bid for any or all future job opportunities and/or shifts.
- Changes to elections can be made by seniority employees at any time by resubmitting a new bid form to the Facility Manager.
- Elections will remain in effect until the earlier of the length of the contract or until changed by the employee. All bids will be purged at the end of the contract.
- Newly created jobs not listed on the Perpetual bid list for a classification or shift will be posed for sign up for a period of 7 days.
- When an opening occurs, all bidders who have signed up will be approached in order of seniority until the position is filled.
- Successful bidders will be pulled out of the bid system and restricted from bidding for a period of six months unless the company elects to disqualify the employee for the job during the 10 days evaluation period, in which case he/she will be allowed to bid on other openings as available.
- Employees who have been pulled from bid system will be required to resubmit a new bid form once they become eligible to bid again.
- Successful bidders who decline a bid will be required to sign a declination of bid form. Declining a bid does not eliminate the employee from being considered for the next available opportunity for which they have shown prior interest.
- An open position notice will be posted prior to the award and the outcome of the award will be posted on the Thursday following the award. Any dispute arising from the award must be claimed within 10 working days of the award posting.
- If the perpetual bid list does not indicate any interested employees, the company will hire replacements from the outside.

Section 5: Permanent Jobs

Permanent job openings, not listed on the Perpetual Bid Form, for jobs projected to last over ninety (90) days will be filed through a posting and bid process.

- 1) Primary openings will be posted for seven (7) days
- 2) Postings for job openings will include the following information:
 - Classification
 - Rate of pay
 - Shift
 - Schedule
 - Number of openings
 - Description of job duties
- 3) The job will be awarded to the employee with the greatest seniority provided they can perform the job.
- 4) Employees will be provided the required training necessary to perform the job.
- 5) The employee and management will have an evaluation period of ten (10) working days to review the candidate's job performance and interest in performing the job.
- 6) In the event management determines the employee cannot perform the job, the employee will be sent back to their previous job assignment and shift and will not be restricted from bidding on other job postings.
- 7) In the event the employee decides they do not want to perform the job, the employee will be returned to their previous job assignment and shift and will be restricted from bidding on other job postings for six (6) months from the date of the original job award.
- 8) During the time required to fill the job openings, the job may be filled through a temporary assignment.
- 9) Secondary openings created by filling primary openings will be filled through the posting process.

Article 9: Strikes, Stoppages and Lockouts

The parties to this agreement recognize the importance of providing Ford Motor Company with uninterrupted, quality service. During the term of this agreement as per Article 23, no employee(s) will call, instigate or participate in any strike, sympathy strike, sit down, stay in, walkout, slowdown, stoppage, picketing or willful interference with work or receipt of shipment of materials and supplies against the Company or Ford Motor Company. In addition, the Company will not lockout the employees.

Both parties agree that in the event of such action(s) noted above, the offended party may pursue all lawful recourse to address and halt such action(s).

Employees actually engaged in any strike, sympathy strike, sit down, stay in, walk out, slow down, stoppage or curtailment of work, picketing or willful interference of work or receipt of shipment of materials and supplies, may be suspended or discharged by the Company on an equal for equal misconduct basis and there can be no resort by the employee(s) or the Union as a result of such suspension or discharge to the grievance or arbitration procedure except with respect to the question of whether the employee(s) engaged in the prohibited conduct or where the Company does not apply discipline on an equal for equal misconduct basis.

However, it shall not be a violation of this agreement and it shall not be cause for disciplinary action if any employee honors an authorized picket line of UAW represented employees who are involved in a labor dispute at Ford Motor Company.

Article 10: Grievance Procedure

There is a four (4) step process which is the avenue to resolve disputes arising from the interpretation or application of the provisions in this agreement. The last of these steps involves final and binding arbitration.

Employees and supervision must make every effort to resolved their disputes, failing to reach resolution; Union representation will be provided upon request to assist in the resolution of the dispute prior to being reduced to writing.

Step (1) If the dispute is not resolved, the employee has seven (7) regularly scheduled days from the date at which the employee is otherwise aware of the violation to file the grievance or the matter will be considered closed. The matter reduced to writing must state the specific charge cited and be signed by the Union Representative and the grievant on a form provided by management and presented to the immediate supervisor. Management will provide a written response within seven (7) regularly scheduled work days of receipt of the grievance.

Step (2) If the grievance is not resolved in Step One (1), it will be placed on the agenda of the next regularly scheduled meeting between the appropriate Union Representative and Management for resolution. If resolution is not forthcoming within seven (7) working days from that meeting, the grievance will be advanced to Step Three (3) of the grievance procedure.

Step (3) A meeting among Company Representatives, the International Union Servicing Representative, Chairperson/Steward and Local Union President to discuss the grievance will be held within thirty (30) days from the disposition of the grievance at Step Two (2). If the grievance is not resolved, the Company will give the Union a written disposition within seven (7) working days of the Step Three (3) meeting. The Regional International will then review the Company decision with the Local Union In-plant representative. The Regional International Representative will determine if the grievance should be advanced to the National Ford Department for arbitration.

Notice of appeal will be given within one (1) month from the date of receipt of Company's Step (3) disposition to the Union. Such notice will be given the Company's National Human Resource Department from the Union's Regional International Representative and to the National Ford Department. The National Ford Department is authorized to withdraw or settle with the Company any grievance appealed by the Union to Arbitration at any time before it is heard by an Arbitrator.

All grievances filed for a discharge or termination of any employee will be filed in Step Three (3) of the grievance procedure.

Step (4) The arbitrator will be confined to the interpretation of the explicit provision (s) in this agreement and have no authority to add to, detract from, alter, amend, or modify any provision of the agreement. The arbitrator will not have the right to impose limitations or obligations on either party not specified in this agreement. The arbitrator's ruling will be final and binding on all parties.

The parties may mutually agree in writing to extend time limitations at any step of the procedure.

Arbitrators will be selected from a list(s) provided by the Federal Mediation and Conciliation Service (FMCS) and the expenses will be shared equally by the Company and the Union. The arbitrator's decision will be submitted in writing. During the life of this agreement, the parties will attempt to agree on a permanent arbitrator from the FMCS list.

Reinstatement of Grievances

The parties acknowledge the importance of a stable, effective, and dependable problem resolution process that ensures prompt, fair and final resolution of employee problems. An attempt to reinstate a grievance properly disposed of violates the principles of collective bargaining and this grievance procedure.

However, in instances where the International Union, UAW by either its Executive Board, Public Review Board, or Constitution Convention Appeals Committee, have found the disposition improperly affected by the Union or a Union Representative, the International Union may inform the Company in writing to reinstate the grievance. The Company will not be liable for any claim or damage related to the time period between the last disposition and reinstatement of the grievance.

Article 11: Union Activity

The Company will not deny any representative of the Union who is fulfilling the duty of administering this agreement an opportunity to confer with a manager, another Union representative and / or employees. Upon an employee's request, the Unit Chairperson/Steward will be present at investigative meetings between management and employee(s).

The Unit Chairperson/Steward will be allowed reasonable time to conduct Union activities and will be paid the appropriate rate of pay for any hours worked above the scheduled shift with prior approval of Management.

All Union activities administering this agreement must minimize interference with operations.

Section 1: Representation Structure

- (a) In a unit with up to 75 employees with a single shift operating pattern, there will be one part-time Chairperson/Steward.

- (b) In a unit with 76 to 199 employees with a single shift operating pattern, there will be one (1) Chairperson and one (1) Steward. The Chairperson will have the right to devote his/her full time to his/her duties required in the administration of this agreement. The Steward will be on a part-time basis and will be allowed up to eight (8) hours per week for Union business if needed. It is understood that the Chairperson is the primary representative responsible for the administration of the agreement and the part-time Steward will be utilized only if the Union business work load mandates.
- (c) In a unit with less than 76 employees with a multiple shift operation, there will be a part-time Steward on each shift. The part-time Steward will be allowed up to eight (8) hours per week for Union business.
- (d) In a unit with a multiple shift operation there will be a full time steward when the shift population reaches 76 employees. An additional full time Steward will be added when the shift population reaches 200. An additional Steward will be added for every 200 employees thereafter.

A full time Chairperson/Steward will have the right to devote his/her full time to his/her duties required in the administration of this agreement. *

The part-time Steward(s) will have the right to devote up to eight (8) hours per week for the Union business. If additional time is needed for Union business, the Steward may request to their supervisor for consideration of additional time.

All hours worked for Union business required in the administration of this agreement will be paid at the appropriate rate of pay. Hours worked above what is specifically stated in the agreement must have prior approval from Management.

Section 2: Alternates

When the Unit Chairperson and/or Steward is absent from the plant, the Company will recognize an alternation Union Representative as designated by the Chairperson/Steward of the Unit Committee. The parties agree that when the Alternate Unit Chairperson / Steward is released to perform Union business during their regularly schedule shift the company has the right to redistribute the work assignment.

Article 12: Workweek and Relief

Section 1

The workweek will be defined as such:

- (a) Fours (4) days within a seven (7) day period consisting of ten (10) hours per day inclusive of two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period
- (b) Five (5) days within a seven (7) day period consisting of eight (8) hours per day inclusive of two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period
- (c) The Company will make every attempt to provide consecutive days off whenever practical.

Any shift schedule changes will be reviewed with the Union prior to implementation. In the event that shift schedule changes are required, the Company will make every effort to provide fourteen (14) days notice prior to the new shift schedule going into effect.

In the event a new alternative work schedule is required, the Company will meet with the Local Union to negotiate the details of the new alternative work schedule.

Section 2

When an opening occurs in a classification that has a multitude of schedules of start times, employees within such classification will be given preference by seniority to fill the open assignment.

Article 13: Overtime Premiums

Overtime worked will be paid in accordance with the following provisions:

- All hours in excess of forty (40) hours worked in a normal workweek will be paid at one and one-half (1 ½) times the regular hourly rate of pay
- All hours worked in excess of forty eight (48) hours and worked on the seventh day of the employee's normal work week will be paid at two (2) times the regular hourly rate of pay.

All hours worked on a holiday as specified in Article 15 of this agreement will be paid at two (2) times the regular hourly rate of pay in addition to the holiday pay. Double time pay will be paid for all hours worked during the 24 hour period beginning at 12:00 midnight and continuing until the following midnight for each contractual holiday listed in Article 15. Any hours worked outside the 24 hour period will be paid at the regular applicable rate.

- Overtime or premiums provided under any provision of this agreement shall not be duplicated. (i.e., in case certain hours worked are covered under two premium provisions in this contract, pay shall be computed under each premium and only the greater amount shall be paid)

It is the Company's intent, if an employee reports to work as scheduled and sufficient work does not exist, the employee will be paid for one-half (1/2) of their regular scheduled shift. If the employee volunteers to leave early, the employee will only be paid for actual hours worked.

This provision shall not apply when the lack of work is due to a labor dispute, fire or flood.

Article 14: Overtime

Section 1: Daily Overtime

1. Employees will be awarded daily overtime by order of low to high overtime hours worked or refused within their classification and shift.
2. The Company will notify employees of daily overtime at least two (2) hours prior to the end of their shift or as soon as the need for the overtime is known.
3. In the event the overtime canvass fails to secure the required manpower, the employee (s) with the least seniority in the classification on the shift will be required to work.
4. If an employee accepts daily overtime and later elects to refuse the overtime, the employee must notify the supervisor at least two (2) hours prior to the end of their regular scheduled shift.

If an employee accepts daily overtime and later elects to refuse the overtime and fails to notify the supervisor two (2) hours prior to the end of their regular scheduled shift, the employee will be charged two (2) times the overtime hours that the employee would have been paid if they had worked. (This is for tracking overtime hours worked or refused for equalization purposes only)

Section 2: Scheduled Overtime

The following process will be utilized for schedule overtime:

1. On each Monday, Management will post overtime sign up sheets for each classification regardless of shift.
2. Management will poll from the overtime signup sheet first.
3. When an employee is absent for their regular scheduled shift in a week that overtime exists, that employee will be polled and will be charged the overtime hours as if they had worked.
4. Employees will be awarded overtime by order of low to high overtime hours worked or refused within their classification and shift.
5. Management will notify employees of scheduled overtime at least twenty four (24) hours prior to the beginning of the overtime period or as soon as the need for overtime is known.
6. Management will poll the employees that are at work to fill the overtime needs.

7. In the event the process fails to secure the required manpower, employees with the least seniority in the classification on the shift will be required to work.
8. Management will attempt to equalize overtime on all shifts within the classification subject to operational needs.
9. The Company agrees to provide training and qualifying opportunities for employees to be capable of performing all aspects of the services being provided for Ford Motor Company.

Section 3: Holiday Overtime

1. Holiday overtime will be awarded to employees by order of low to high overtime hours within their classification, regardless of shift.
2. Management will notify employees of holiday overtime at least twenty-four (24) hours prior to the beginning of the overtime period or as soon as the need for overtime is known.
3. Employees cannot accept overtime on another shift if they are eligible for overtime on their regular assigned shift.
4. If in the event the process fails to secure the required manpower, employee with the least seniority in the classification on the shift will be required to work.

Section 4: Mandatory Overtime

1. The maximum number of hours an employee could be mandated to work is an additional one-half (1/2) of their regular scheduled shift.
2. Volunteers can work more than the one-half (1/2) shift limitation, however employees who work a double shift will be given the same relief breaks as that shift's normal allotment.
3. Employees will be granted a paid fifteen (15) minute break when the overtime scheduled is not expected to exceed half of their regularly scheduled shift. This fifteen (15) minute break will be provided within the first hour of the overtime period.
4. Employees will be granted a paid thirty (30) minute break when the overtime period is expected to exceed one-half (1/2) of their regularly scheduled shift. This thirty (30) minute break must be provided within the first two (2) hours of the overtime period.
5. Employees scheduled to work overtime may be granted their applicable fifteen (15) or thirty (30) minute break during the last hour of their regularly scheduled shift.

6. If repeated mandated overtime occurs, at the Union's request, the parties will discuss and jointly agree to alternatives to minimize the mandatory overtime.
7. Employees who have volunteered or been mandated for at least a half shift will not be subject to an additional half shift mandate if there is another employee on the shift to perform the overtime. Such employee will be selected in line with their seniority.

Section 5: Charging Overtime Hours

1. When an employee is contacted for overtime opportunities and declines, the hours will be charged to the record on the basis of hours the employee would have been paid had the employee worked, provided that the overtime is not cancelled. If cancelled, no hours will be charged.
2. Employees who accept overtime and fail to report to work for the overtime will be charged two (2) times the hours the employee would have been paid had the employee worked. In addition the absence will be subject to the Attendance Policy procedures
3. New employees and / or transferred employees will be placed on the overtime equalization list with hours equal to the average hours in the group
4. If there is a need to call an employee at home for an overtime opportunity, the Company must make direct contact with the employee. If the Company fails to make direct contact with the employee, the employee has no rights to the overtime offered and is not charged as an overtime refusal.
5. Should more than one employee have the same number of overtime hours on the equalization list, the employee with the highest seniority will be offered the overtime opportunity first.
6. Overtime records will be maintained by Management by classification and shift. The overtime hour's list will be posted by the first half of the shift on Tuesday of each week in each area.
7. The current week's equalization list will be used to poll for the following week's overtime.
8. Liability is limited to employees in the classification on the shift based on the equalization list.
9. Hours on all overtime equalization lists will be reduced to zero on the Monday prior to the first day of the New Year and overtime eligibility will be determined by seniority within the classification by shift for the first week of the New Year.

10. Any overtime hours paid through the grievance procedure will be charged to the affected employee's equalization list as if the employee had worked.

Article 15: Holidays

All employees with seniority will be granted the following paid holidays:

- National Election Day
- Veterans Day (observed the same day as Ford Motor Co.)
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Day (observed the same as Ford Motor Co.)
- Good Friday
- Memorial Day
- Independence Day
- Labor Day

Holiday pay will be paid at the employee's regular straight time rate of pay as per Article 12: Workweek and Relief, including all differential received by the employee and will be all inclusive towards forty (40) hours for the work week. In the event that the holiday falls outside of the employee's normal workweek, the employee will receive one additional vacation day to be scheduled in accordance with the vacation procedure in **Article 16: Vacations**.

Employees with eighteen (18) months of seniority will be eligible for three (3) paid personal days per year. The three (3) paid personal days must be scheduled in accordance with the vacation procedures in Article 16: Vacations.

Employees who work on a designated holiday, and are otherwise eligible for holiday pay, may request that the entitled paid holiday hours be banked and those hours can be taken off at a later date in lieu of received the holiday pay. The day schedule off at a later date is a paid day off.

To provide sufficient time for administration, the employee must submit their request in accordance with the vacation procedures in Article 16: Vacations.

To be eligible for holiday pay, an employee must work their regularly scheduled shift immediately prior to and their regularly scheduled shift following the holiday unless the absence is due to an approved contractual absence as provided in this agreement or the employee is placed on lay off status within seven calendar (7) days of the holiday. There will be a fifteen (15) minute grace period at the start of the shift on the requirement to work all scheduled hours preceding and following the holiday.

Appeals may be made to the site Manager in the event of extreme emergencies or highly unusual circumstances and will be final.

An employee is not eligible for holiday pay if the holiday falls during a personal, FMLA, military leave, or work related injury leave.

A holiday that falls in the period of which an employee has scheduled their vacation will not be counted against their vacation entitlement.

For purposes of pay and observing the holidays, the agreed upon holidays will be observed on the same days as Ford Motor Company. If one of the holidays stipulated in the UAW-Ford National Agreement is eliminated, modified or changed, this agreement will reflect such changes to be applicable to the UAW-Voith Industrial Services National Agreement employees. This applies only to specifically named holidays, not to the Ford Holiday Period.

Article 16: Vacations

Employees become eligible for paid vacation upon obtaining seniority by completing ninety (90) days of probation as defined in Article 3: Probationary Period. Vacation entitlement is based on seniority as follows:

Years of Service

Ninety (90) days but less than one (1) year
One (1) but less than three (3) years
Three (3) but less than Five (5) years
Five (5) but less than Ten (10) years
Ten (10) but less than Fifteen (15) years
Fifteen (15) or more years

Vacation Entitlement

Twenty (20) hours
Forty (40) hours
Eighty (80) hours
One-hundred (100) hours
One-hundred twenty (120) hours
One-hundred sixty (160) hours

In addition to the probationary period requirements set forth above, an employee must have earned the vacation by being actively at work, excluding absences protected by FMLA, short term disability not to exceed ninety (90) days and workers' compensation leave. In the event an employee works less than twelve (12) months, he/she will receive pro rata vacation based upon the months worked for the next date when vacation is awarded (anniversary date). Specifically he/she must be credited with a minimum of forty (40) hours worked, including vacation and holidays, in a month for the month to count toward vacation earned.

Newly hired employees will be eligible to take accrued vacation after completing ninety (90) continuous calendar days and acquiring seniority. Employees hired prior to June 30th will be eligible to take twenty (20) hours of vacation during the current calendar year.

- Example #1: employee hired on or before May 30th will be eligible for twenty (20) hours of vacation in the current calendar year but must wait until August 27th before using vacation. If the employee leaves employment before August 27th, no accrued vacation will be paid on termination.
- Example #2: Employee is hired November 28th. This employee will not accrue any vacation in the current calendar year but is eligible for one (1) week of vacation in the year following their date of hire. The employee must wait until February 25th before using any vacation. If this employee leaves employment before February 25th, no accrued vacation will be paid on termination.

Employees on Long Term Disability: Additional vacation time will not accrue when an employee is receiving Long Term Disability Benefits.

- Example #1: An employee who begins Long Term Disability payments in November and then terminates employment in February will not earn vacation in the year of termination.
- Example #2: An employee who begins Long Term Disability payment in November and then returns to work in January will earn vacation in the year in which the employee returns to work.

Vacation notices will be approved and posted according to the following:

1. December 1st through December 31st of each year for the vacation period for the next calendar year, a schedule will be routed in order of seniority by classification and shift so that employees may request vacation time off.
2. Employees must indicate their first, second and third choices for vacation time off in writing.
3. Seniority among employees will determine approval. In some cases Management may not grant desired vacation weeks due to operational needs.
4. Approvals will be decided and posted no later than January 15th of the vacation year.
5. Any employee not applying for vacation in accordance with the preceding cutoff date will only be approved on a first come, first serve basis for vacation openings not already filled by employees that followed the process. If two or more employees request vacation at the same time, seniority will prevail. Management will approve or disapprove vacation request within twenty-four (24) hours of receipt.
6. Both parties encourage employees to enjoy time off for vacation. Providing the employee has complied with the above procedures, any vacation not granted due to operational needs may be scheduled for a later time during the year or carried over into the following year. Any vacation not applied for during the year will be paid in lieu at the end of the vacation year.

7. Once approved the vacation time can only be cancelled by the employee.
8. A minimum of ten percent (10%) of the employees by shift and classification will be allowed to schedule vacation for the same weeks or days.

Additional people may be granted vacation with the approval of Management and consistent with operational needs. Management will inform the Unit Chairperson/Steward as these conditions occur. Vacations during shutdowns and model change periods will be granted as agreed by both parties.

In addition, vacation time may be granted in half shift or daily increments upon approval by Management.

In the event of termination of employment after ninety (90) days of employment, the employee will be paid for any earned unused vacation hours

In the event of death, the employee's estate will receive the pay for the unused vacation hours.

Seniority employees will be eligible to use up to forty (40) hours of their total vacation days allotted as emergency vacation (E-VAC) days off. The E-VAC days will be granted in daily increments. Employees using E-VAC days will not be subject to the Attendance Policy.

Article 17: Leaves

Personal Leaves

Employees with seniority may make a written request (except in emergencies) for a personal leave of absence without pay. The request must state the nature and duration of the leave. Management may grant such request up to thirty (30) days and has the right to grant an extension upon request from the employee up to two (2) additional thirty (30) day periods. Management may grant employees with less than one (1) year seniority such a leave in emergency circumstances.

Health Care coverage will continue until the end of the month in which the leave began.

Family Medical Leave

Certain employee(s) are eligible for unpaid leave for certain qualifying circumstances in compliance with the Family Medical Leave Act (FMLA) of 1993. In some instances, FMLA leave will not be concurrent with other leaves provided in this agreement. Nothing in this agreement will impair or diminish any rights or obligations of employees as contained in the FMLA and the Company reserves the right to implement and administer the FMLA policy.

Military Leave

Employee (s) who are called to and perform short term active duty as a member of the United States Armed Forces Reserve or National Guard will be granted a military leave of absence on the basis of the personal leave provision and applicable law.

Health Care coverage will continue until the end of the month in which the leave began.

Union Leave

Leave of absence for UAW Union activities will be granted to Bargaining Unit members for the duration of the assignment. The Union will provide written verification of such activities and will attempt to provide at least one (1) week advance notice. Duration of the assignment is not to exceed the great of five (5) years or seniority of the employee on leave.

Education Leave

Employee (s) who are enrolled in college, trade schools or GED Equivalency courses that conflict with the employee's work schedule may be given required time off as unpaid to support their continuation of higher educational goals. All education leaves will be unpaid and supporting documentation will be required prior to such leave being approved. Approvals will be made by Management or his/her designee and will be based upon operational needs. Health Care coverage will continue until the end of the month in which the leave began.

Other Provisions

Employee (s) returning from a leave of ninety (90) days or less will return to their classification and shift. Upon return from a leave greater than ninety (90) days an employee will have return rights as follows, provided the employee has seniority and ability to perform the job.

1. Classification and shift
2. Classification
3. Bargaining Unit

Article 18: Jury Duty

Employees will promptly notify Management upon receipt of a jury summons. Absences due to being summoned for either jury selection or jury duty will be approved. Voith Industrial Services, Inc., will compensate employees for that absence as if they had worked on a straight time basis. All pay received for jury duty, excluding travel pay, must be delivered to the employee's supervisor. The supervisor will make a photo copy of the employee's jury check, sign and date the photo copy, and return it to the employee. The employee should retain the photo copy for their verification.

Article 19: Bereavement

When a death occurs in a seniority employee's immediate family as described below, the employee, upon request, will be excused with pay to attend the funeral. The employee will be excused for any of their first three (3) or (5) regularly scheduled work days (excluding premium days), based on the schedule below, immediately following the date of death. The employee is obligated to present verification (an obituary or note from the funeral home) to Management. For the purposes of this provision immediate family is defined as:

<u>Family Member</u>	<u>Bereavement Days</u>
Spouse	Five (5)
Parent	Five (5)
Child	Five (5)
Grandparent	Three (3)
Grandchild	Three (3)
Step-parent	Three (3)
Step child	Three (3)
Brother	Three (3)
Sister	Three (3)
Brother in Law	Three (3)
Sister in Law	Three (3)
Current Spouses Parent	Three (3)

Employees may be given an approved leave of absence without pay in the event of the death (s) of other relatives which are defined as legal guardian, current spouse's grandparent, step brother, step sister, half brother or half sister.

Article 20: Insurance

The Company agrees to provide medical, dental, vision, disability insurance, life insurance benefits and an Employee Assistance Program as defined in Attachment A- Insurance, subject to eligibility requirements. An employee will become eligible for the above benefits on the first day of the month commencing with or following ninety (90) days from date of hire.

Policy Controlling

The terms and conditions of the respective policies are controlling, and no disputes regarding this Article are subject to Arbitration. The Company will make every effort to work with the employee to resolve concerns, problems or issues with the respective insurance carrier.

Government Mandated Health Care

Should, during the course of this Agreement, there be enacted legislation affording or requiring medical insurance on a Federal or State level, and should the Company or its employee be affected, directly or indirectly, then, at the request of either party, the parties will negotiate regarding said subject.

Article 21: General Provisions

Non Discrimination

The Company and the Union recognize the legal principles in the area of civil rights. We have reaffirmed in this Collective Bargaining Agreement our commitment to not discriminate because of race, religion, age, sex, or any other basis made illegal or prohibited by applicable law. Any employee who alleges any form of unlawful discrimination agrees that their recourse

shall be limited to Article 10: Grievance Procedure of this agreement, to the extent permitted by law.

Bargaining Unit Work

Work normally performed by employees of the Bargaining Unit will not be performed by non-bargaining unit employees except in the cases where a non-bargaining unit employee is instructing, training, or emergencies.

Management Positions

Seniority employees who take a management position will maintain all seniority rights under this agreement for ninety (90) days after date of hire into the management position. After ninety (90) days in the management position, that person would not be eligible to return to the bargaining unit except as provided for in Article 3: Employment Probationary Period.

New Hire Orientation Program

All new permanent employees will participate in a joint Company/Union orientation program. During the orientation program the Union may use up to two (2) hours, to present Union awareness training.

On the Job Injuries

Employees injured on the job will be paid for the time spent receiving medical treatment on the day of the injury. In addition, the Company will pay regular wages for subsequent treatments specified by the doctor for that injury if scheduled during the employee's normal working hours. Employees who use their own transportation will be reimbursed at the appropriate mileage rate.

One Supervisor Concept

The Company recognizes that it is desirable for employees to take instructions from one supervisor. The Company will instruct its supervisors to relay orders through the immediate supervisor, whenever practical. The parties recognize there may be extenuating circumstances where a situation would require that instructions be given by a supervisor or member of management other than the immediate supervisor. In such circumstances, no employee will be disciplined for following the last job instructions given.

Joint Activities

The parties recognize the untapped potential benefits to the customer, employees and Company if a cooperative relationship is established. The parties agree to research the possibilities in creating study teams where needed to address issues such as staffing studies, safety, training, scheduling changes, establishing the team concept and other important matters. These study teams may include pilots or trial projects to determine the reasonableness of the resolution.

Sourcing

The Company acknowledges the desirability of staffing operations with Bargaining Unit employees and affirms its intent to do so. In the event the Company has the opportunity to perform work requested by our customer that the Company would otherwise not be able to accomplish while maintaining consistency of service throughout the project, the Company will meet with the Bargaining Unit to discuss options that would allow the Bargaining Unit to contain such work prior to any final business decision being made.

In the event the Company has an opportunity for new work of a continuous nature the Company and Union will jointly establish a temporary rate of pay for no longer than a thirty (30) day period. The Company and Union agree to negotiate a new classification and pay rate within thirty (30) days from when the new work began.

Article 22: Separability

Should any article, part or paragraph of this agreement be declared unlawful, invalid, ineffective, or unenforceable by Federal or State Court authority having such jurisdiction, the parties agree that those provisions not sited will remain in full force and effect. In addition, the parties agree to re-negotiate those provisions sited as defined above.

Article 23: Term on Agreement

This agreement will remain in effect from January , ____ through January , ____ unless either party exercises the provisions under Article 24: Procedure to Modify the Agreement or the contract between Voith Industrial Services, Inc. and Ford Motor Company is terminated.

Article 24: Procedure to Modify The Agreement

In order to modify or terminate this agreement, the party seeking such changes must give written notice to the other party of its' intention to seek modification or termination of this agreement at least sixty (60) days prior to the date this agreement would otherwise expire. Failure to provide such notice will convert this agreement into a year to year contract with a sixty (60) day notice being required before this agreement can be modified or terminated

A conference to establish the collective bargaining process will be held within ten (10) days from the receipt of the written notice. In the event collective bargaining fails to produce a new contract before the expiration date of this agreement in effect, the parties may mutually agree, in writing, to extend this agreement for the purpose of maintaining labor relations harmony while proceeding with the collective bargaining process to forge a new agreement.

Article 25: Successor Clause

In the event of any change in the ownership, management or operation of any of the Company operations covered by this agreement, by sale, assignment, transfer, lease, merger, consolidation or other change, and provided in the instrument affecting the same, that the purchaser, assignee, transferee, lessee, or other appropriately designated party, as the case may be, shall be fully bound by all of the terms and conditions of this agreement, and that all rights and benefits of employees deriving from this agreement or any previous agreement shall remain in full force and effect as against such successor, transferee or other appropriately designated party.

Article 26: Safety and Health

The Company will make reasonable provisions for health and safety of it's' employees. The Company and the Union agree to jointly cooperate to the fullest extent in the promotion of the safety and maintenance of safe working conditions and practices. It is the responsibility of Management and all employees to observe safety and health rules. The Union and the Company will establish a Joint Safety and Health Committee consisting of up to four (4) representatives from both the Union and the Company equally which will be responsible to review existing safety and health policies and for developing a set of goals that promote the safety and health objectives of the Union and Company as noted above. This committee will meet monthly or as needed as agreed to by the parties.

Article 27: Leaders

Leader Duties

Leaders are considered working leaders and shall facilitate the overall function of their assigned shifts. The leader is required to fill in when extra help is needed due to a start up, absenteeism, employee training or other issues. Leaders are not to dispense or recommend disciplinary action involving hourly employees.

Leader Selection

(a) Openings for leader positions shall be posted on the bulletin board. The postings will include specific qualifications for the position. Interested employees may apply for the position.

(b) Qualifications for the position will include, but not limited to: job performance, attendance, and disciplinary record and prior leadership experience.

(c) From the applications submitted, the Company will select a qualified candidate. The Company shall review all applications with the Union prior to selection and the Union's input shall be considered. Seniority shall be the determining factor when there are equally qualified applicants.

(d) This selection system shall not apply to leaders in their position as of the date of this agreement.

(e) The Company may remove a leader for inability to perform the job or unsatisfactory job performance. Such demotions will be preceded by warnings and supported by documentation detailing the unacceptable performance.

The opening created by the removal of a leader shall be filled in accordance with the provisions of the subsections.

IN WITNESS WHEREOF, THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE SET THEIR HANDS AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

Voith Industrial Services, Inc.

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

BY:

BY:

Part-Time Employees

The parties recognize the need for part time employees in some locations. A part-time employee is an employee scheduled to work less than thirty (30) hours on a regular continuous basis.

Part-time employees who work more than forty (40) hours in a calendar month shall be required to meet the requirements of a full time employee for the purpose of initiation fees and dues paid to the UAW International Union.

Employees working on a part-time bases as described above will be entitled to one-half (1/2) of the following company paid benefits provided in this agreement:

Vacation Time

Paid Personal Day

Part-time employees will receive holiday pay, for all holidays recognized in this agreement, for an amount of hours which they would normally have been scheduled to work if the day was a regular work day.

Part-time employees will be provided the following company paid benefits without cost to the employee as described in the benefit package.

Medical health care coverage for the employee

Prescription safety glasses paid up to \$125.00 every two (2) years

Dental Insurance for the employee

Vision Plan as described in the benefit package

401k plan with a Company match of 55% of the first 4% of an employee's contribution.

In addition, the Company agrees to an annual profit sharing contribution of \$208.00

The intent of the agreement is not to utilize part-time employees in a manner to avoid hiring of full time employees. Any location utilizing two or more part time employees to cover a work day of 8 hours or more will be required to hire employees on a full time basis

Attachment A - Benefits

The Company agrees to make available the following insurance benefits, without cost, to all employees covered by this agreement when such employees become eligible on the first day of the month commencing with or following ninety (90) days from date of hire. It shall be the responsibility of the employees to properly and promptly complete all necessary enrollment cards.

1. Medical insurance for the employee and their immediate family; the plan provisions will apply
2. Prescription safety glasses will be provided up to \$12500 every two (2) years
3. Short term disability insurance
4. Dental insurance for the employee and immediate family
5. Long term disability
6. Employee Assistance Program
7. Vision Plan

Schedule of Life Insurance Benefits

	<u>Life Insurance</u>	<u>AD&D</u>
All seniority employees	\$40,000	\$40,000

Optional Insurance

Optional life insurance will be available at the expense of the employee.

401 (k) Plan

The company agrees to offer to all permanent employees with seniority the opportunity to participate in a 401 (k) Plan with a Company match of 55% of the first 4% of an employee's contribution, in accordance with the plan provisions.

The Company agrees to an annual fixed profit sharing contribution of \$416.00 which is subject to the same eligibility and distribution requirements as the 401 (k) plan. Contributions will be allocated to all eligible employees.

Attachment B – Wages

The following schedule sets forth the base hourly rates of pay agreed upon for each classification of workers of record as the date of ratification of this agreement.

Classification I 1/ /13

Full Rate

\$14.88

Classification II \$15.23

Leader's rate of pay will be \$1.00 above the highest rate of employees in the crew that he/she is leader over.

The wage progression for employees will be as follows:

The wage progression will be retroactive to the employee's original date of hire. Defined as the period the employee began providing janitorial for cleaning services to Ford Motor Company.

In the event a current employee is being paid a higher rate than listed in this agreement the employee will maintain the higher rate until the point of time when the new agreement rate is higher.

Probationary	Starting Rate \$11.00 per hour
After Ninety (90) days	(\$1.50) less than the full rate of the classification
After One (1) Year	(\$0.75) less than the full rate of the classification
After Eighteen (18) Months	Full rate for the classification

Ratification Bonus

If the contract is ratified on or before _____, the Company will pay each seniority employee a signing bonus of \$1250 at the time of ratification. Additionally, a \$750 bonus in 2013 and a \$500 bonus in 2014 and 2015 will be payable on the first paycheck in the month of December of those years.

Shift Premium

Employees working the afternoon shift will receive fifteen (\$0.15) cents in addition to their hourly rate of pay.

Employees working a midnight shift will receive (\$.025) cents in addition to their hourly rate of pay.

Temporary Job Compensation

Employees may be temporarily assigned to work outside their classification as Emergencies arise. If the rate of pay for that assignment is higher than the rate of the employee's normal classification, the employee will be paid the higher rate for the time worked on the loaned assignment. If the rate is lower for the loaned assignment, the employee will maintain their normal rate of pay.

Letter of Understanding – Location Transfers

A bargaining unit employee temporarily transferring to another bargaining unit position at another Voith Industrial Services, Inc. location will retain the highest rate of pay between the two (2) positions.

An employee transferring to another Voith Industrial Services, Inc. location will serve a thirty (30) day evaluation period. At the end of the evaluation period, the employee will either be retained at the new location or transferred back to his/her original location.

Transfers between locations are on a voluntary basis and will be provided based on seniority with the senior employee having first choice. The employee requesting a transfer must possess the skills and ability to perform the job. Any dispute over the skills and ability will be resolved jointly by the parties.

The employee's seniority date for the purpose of lay off, recall, and job assignments will be the employee's date of entry into the new location.

Letter of Understanding – Workweek and Relief

In the event that Ford Motor Company significantly changes its production schedules which impact the work schedules of Voith Industrial Services, Inc., the parties will meet to discuss scheduling alternatives.

Letter of Understanding – Ford Motor Company Employment Opportunities

In the event Ford Motor Company should want to hire an employee(s) from within Voith Industrial Services, Inc., seniority employees who want to apply for the openings will be afforded the necessary leave in order to apply for the openings and take the required testing. All seniority and benefits will continue to accrue for up to thirty (30) days. Should any seniority employee return to Voith Industrial Services, Inc., they will be placed on the first available position on his/her previous shift.

Due to the operational needs of the business, the Union, the Company and Ford Motor Company will work together to mutually agree upon the number of Voith Industrial Services, Inc. seniority employees who can be made available to apply for the openings at Ford Motor Company at any given time.

Letter of Understanding – Temporary Job Compensation

Employees awarded temporary jobs will be compensated as follows:

1. If an employee transfers from a lower compensated classification to a higher compensated classification, the employee will receive the higher base rate beginning on the first day on the job and ending on the last day on the job.
2. If an employee transfers from a higher compensated classification to a lower compensated classification, the employee will retain their higher base rate throughout the duration of the temporary job.
3. An employee transferring to another job will receive the appropriate shift premium for the shift they are transferring to beginning on the first day on the job and ending on the last day on the job.

Letter of Understanding – Purchase of Supplies

Voith Industrial Services, Inc. will use a competitive bid process and purchase all equipment and supplies from US made and Union represented businesses, when possible.

In addition, Voith Industrial Services, Inc. agrees to include NSS of Ohio in the competitive bid process. If after reviewing the bids for the purchase of equipment the Company decides not to purchase the equipment from NSS the decision will be reviewed with the UAW National Ford Department prior to purchasing the equipment.

Letter of Understanding – Temporary Employees

The Company and Union recognized that there are times when there are special projects requested by the customer, or in the case of shutdown cannot be performed on a timely basis by the existing employees. The parties agree that temporary employees can be hired to help complete the required work on a timely basis. It is also agreed that permanent employees will be offered overtime opportunities before any temporary employees will be utilized.

In the event the Company feels the need to hire temporary employees a request to hire will be sent to the UAW National Ford Department for approval. The request will indicate the number of employees to be hired, the reason for the additional manpower need and the duration of the assignment. If the Union feels the company is not utilizing temporary

Employees as to the intent of this agreement the UAW National Ford Department may cancel the use of temporary employees pending two weeks advance notice of termination to the company.

This is not intended for the company to hire temporary employees to avoid paying full time permanent employees overtime or to avoid the hiring of permanent employees. Any temporary employee(s) who receives forty (40) hours pay per month will be subject to paying Union dues in accordance with the UAW Constitution.

Letter of Understanding – Vehicle Purchase Plan

The Company has been designated as an approved supplier to participate in the FORD Motor Vehicle Purchase Plan for suppliers. The Company does not have the responsibility for administering this plan, but will provide contract information as follows: the employee should either call or visit the website. The phone number is 1-877-975-2600 and the website address is: www.fordpartner.com.

The employee must provide proof of employment (i.e., pay stub or name badge). Ford will then send the employee the required form and other information. The employee will need to contact Ford before he/she goes shopping for a car.

Letter of Understanding – Vacation Scheduling

This Collective Bargaining Agreement (CBA) has specific provisions for the scheduling of vacation time to allow employees to get the vacation they desire in accordance with their seniority within their bargaining unit. Employees not scheduling vacation during the annual process are on a first-come, first-served basis for the remainder of the year. The Company and the Union agree that the Company has the responsibility to assure that employees use their vacation time during the calendar year in which it is earned.

The language in Article 16, Sub-section #6 “Any vacation not applied for during the year will be paid in lieu at the end of the vacation year” was intended to apply to vacation not granted or not taken during the calendar year due to operational needs. It was never intended to allow employees the option of not scheduling vacation and being paid for in lieu of taking it.

The Company will Schedule vacation for an employee who has not scheduled their vacation in accordance with the CBA provisions. The Company will approach the most senior employee and require the person to select any open and available time for their vacation. If the employee does not select a week, one will be assigned by the Company. No employee will be scheduled with less than 2 calendar weeks’ notice. Once scheduled by the Company, employees so scheduled have one week to switch their scheduled vacation for any open and available time or the Company-scheduled time will be confirmed. **To get their preferred vacation time, employees are strongly encouraged to participate in the annual vacation scheduling process.**

Additionally, although not specifically addressed in this CBA, both parties agree that once a vacation is scheduled, if that day(s)/week later becomes a down day(s)/week, the employee is still obligated to take their vacation. If a given day(s)/week is a down day(s)/ week and the

employee has not scheduled vacation, the employee cannot be mandated to take their vacation but the Company may allow the use of vacation time if it chooses to do so.

Letter of Understanding – Medical Insurance Buy Off

The parties agree in the event an employee has dual medical insurance coverage (i.e., covered under spouse’s plan) the Company will allow the employee to sign off the medical insurance plan and will be paid one-thousand (1000) dollars per calendar year. Employees not eligible for a full year of medical coverage will be paid on a pro-rated basis (i.e. employee is eligible for insurance effective 9/1 on the current year will receive one-twelfth of \$1000 per month through 12/1 of the current year). Payments will be paid the first pay period of December each year.

Employees will be required to provide proof of medical coverage under a different plan to be eligible to participate in the medical insurance buy off provisions of this agreement.

In the event an employee has a “qualifying event” as shown below, the employee has 31 days from the event date to enroll in the Company’s benefit plan. In addition, an employee may re-enter the plan during an open enrollment period, or within 31 days of either the loss of the alternative coverage or if the employee’s alternative plan has a change in covered benefits or costs.

In order to enroll, the employee contacts the Corporate Benefits Department to notify them of the change in status event and to request benefit forms. The Corporate Benefits Department sends forms to the employee by fax, e-mail, or via US Mail. Completed forms are returned to Corporate Benefits Department within 31 days. This means that the forms must be postmarked no later than the 31st day following the event date. Attached to the forms must be documentation verifying the event and the event date.

Marriage	Judgment, decree or Qualified Medical Child Support Order (QMSCO)
Death of a spouse	Termination of employment of employee or spouse (voluntary or involuntary)
Divorce, legal separation, annulment	Commencement of employment or initial benefits eligibility of employee, spouse or dependent
Birth, adoption, placement for adoption	Change in employment status resulting in employee, spouse or dependent becoming eligible for their employer’s plan
Commencement or termination of adoption process	Entitlement to Medicare or Medicaid
Death of a dependent child	Dependent child ceases to be a qualified dependent due to age or no longer a full-time student

ATTACHMENT D – ATTENDANCE POLICY

INTRODUCTION

Employees are expected to be on the job, on time, every day that they are scheduled to work. Regular attendance is both the employee's responsibility and a requirement of all jobs. Wherever possible, employees should schedule all medical and personal appointment outside of work hours. Unscheduled absences, late arrivals, and early departures are grounds for disciplinary action. Employees who expect to be absent, late, or leave early are expected to notify his/her immediate supervisor as soon as possible, but no later than one-half hour prior to the start of the shift. The fact that an absence has been reported does not excuse the absence. This policy is a minimum standard for Voith employees. The Company will comply with all Federal and State laws and regulations.

Key Provisions –

Progressive point system –

- Opportunity to stay out of the system
- Opportunity to reduce points
- Excludes absences for contractual time-off

Point Scale – Range from ½ through 7

- ½ point for tardiness of less than 1 hour with call 30 minutes or more prior to start
- 1 point for tardiness of more than 1 hour with call 30 minutes or more prior to start but may be allowed to work at management's discretion
- 1 point for an early quit
- 1 point for an absence with call 30 minutes or more prior to start
- 2 points No call 30 minutes of more prior to start time/No show by start time

Stay out of the System

- available contractual time to stay out of system includes leaves, vacations, personal days, and holidays, and E-Vac days

Ways to Reduce Points

- Reduce ½ point for perfect attendance for thirty (30) days and each successive thirty (30) days. For perfect attendance of 3 consecutive month, employees receive a bonus ½ point reduction over and above the 1 ½ received for the 3 months. Points are reduced from the oldest points remaining on the employee's record.

Scheduled or Mandatory Overtime

Acceptance of overtime creates an obligation to work the time scheduled just like a regular shift and in most cases is the result of special customer request.

In addition, if an employee fails to work mandatory overtime or is tardy for mandatory overtime, he may be disciplined ranging from Informal Counseling to Discharge based on the severity and frequency of the incidents.

If an employee is mandated to work on their scheduled day off and they have a scheduled appointment that conflicts with that mandated day it is the responsibility of the employee to notify his/her immediate supervisor of the appointment. It is the responsibility of the employee to provide documentation for that appointment on their next working day.

Tracking

Points will be tracked on a rolling twelve (12) month cycle. The points will be recorded when the absence occurs. When a point has become 12 months old, the point will be dropped from the record.

Disciplinary Action

The following corrective disciplinary actions apply upon accumulation of points:

One (1) point	Verbal Warning
Two (2) points	Written warning
Three (3) points	Second Written Warning
Four (4) points	2 Day Suspension
Five (5) points	1 Week Suspension
Six (6) Points	2 Weeks Suspension
Seven (7) points	Termination

Management is responsible for counseling employees within 3 working days of the last attendance violation providing the employee is present.

The Company may waive the advance call-in requirement when management determines that there are extreme circumstances beyond the control of the employee, which result in the failure to make a call as required above.

Employees may appeal four times in a rolling twelve month period by providing evidence of the inability to work. Upon return to work, the evidence must be submitted to the HR Manager.

Other Considerations

If an attendance violation involves a series of consecutive days due to a legitimate illness (unscheduled sick leave) and the Company is adequately notified, the series will only count

as one point. However, we must receive satisfactory proof of the illness or each day of the series will be counted as a separate point.

Extended Illness – After three (3) consecutive days of absence due to illness, you must present a doctor’s statement of care and releasing you to return to work. To return to work, the statement must be signed by the doctor who treated you and must be on that doctor’s stationery.

FMLA – Absences covered under the Family and Medical Leave Act or other applicable laws will be considered on a case-by-case basis within this policy.

ATTENDANCE AWARD

Seniority employees with at least one year of seniority, who achieve perfect attendance between January 1 and June 30 or July 1 and December 31, will receive a day off in the following year with pay, for each 6 month period of perfect attendance. Days will be scheduled in accordance with the vacation scheduling procedure. Perfect attendance means no points are assessed during the periods.

LETTER OF UNDERSTANDING

January 10, 2013

Mr. Jodey Dunn
Coordinator
National Ford Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Subject: Part-Time Employees

During the course of these negotiations, the parties discussed various Union concerns about Part-Time Employees. The parties recognize the need for Part-Time Employees in **all** locations. A Part-Time Employee is an employee scheduled to work less than twenty four (24) hours on a regular continuous basis unless covered by the other terms covered under Part-Time Employees.

Part-Time Employees who work more than forty (40) hours in a calendar month shall be required to meet the requirements of a Full Time Employee for the purpose of initiation fees and dues paid to the UAW International Union.

Part-Time Employees will have a starting wage rate of \$11.00 per hour. Every 90 days worked employees will receive an additional \$.50 per hour added to their wage rate up to a maximum of \$13.50 per hour. Part-Time Employees will not be eligible for benefits nor gain seniority. Part-Time Employees will receive double time for all hours worked on a holiday, as described in Article 15 of the 2011 UAW – Voith Industrial Services National Agreement.

Part-Time Employees may be used for the following reasons:

1. Weekday absenteeism, including all vacation time, either short or long term, with or without notice, without offering overtime to our existing workforce. Part-Time Employee may be scheduled to work daily overtime or on days for which Full-Time Employees receive premium pay as such if they do not displace eligible Full-Time Employees.
2. Weekend Paint Booth Cleaning.
3. Overtime and Special Projects, only after Full Time employees have been offered to work overtime. If there is still a need for additional manpower Part Time employees will be scheduled on a rotation basis.

4. Part-Time Employees may be used on a one for one basis for any absence including vacation, jury duty, bereavement, leaves of absence, etc.

If the Company violates any of the four (4) reasons listed above, the UAW National Ford Department may cancel the use of Part-Time Employees only for that portion which violates the four (4) reasons above pending three (3) weeks advance written notice of termination.

There will be Joint Monthly Manpower Meeting set up locally to discuss manpower needs. A letter will then be sent to the International UAW, National Ford Department with the Company and Local Union Chairperson's signatures. Issues or concerns arising from this meeting will be addressed by the national parties.

The Company may discharged or terminate a Part-Time Employee, in which case the employee shall have access to the Grievance Procedure in cases of claimed discrimination on account of race, color national origin, age, sex or religion. A Part-Time Employee shall be entitled to Union representation, including access to the regular Grievance Procedure, in cases of alleged violation of rights arising out of this Letter of Understanding. Therefore, no grievance shall arise from the Union in reference to Part-Time employees outside of this letter.

In the event of permanent need for seniority employees, the Part-Time Employees will be considered based on work performance, attendance, regular availability, merit and ability. When all is equal, the Company will base its decision to select the employee with the greatest amount of days worked. The intent of the agreement is not to utilize Part-Time Employees in a manner to avoid hiring of Full Time Employees. There will be no layoffs as a result of Part Time Employees.

The language in this letter does not modify the existing language in the agreement; however, this letter supersedes all contractual provisions in reference to Part-Time Employees.

Very truly yours,

Erwin Gebhardt
Director Labor Relations
Voith Industrial Services Inc.

Concur: _____
Jodey Dunn

cc: Reggie Ransom

