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| |  |  | | --- | --- | |  |  |  |  |  | | --- | --- | |  |  |     **COLLECTIVE BARGAINING**  **AGREEMENT**    **Between**    **FAURECIA Interiors Systems, INC.**    **And**    **INTERNATIONAL**  **UNITED AUTOMOBILE, AEROSPACE AND**  **AGRICULTURAL IMPLEMENT WORKERS OF AMERICA,**  **LOCAL NO.  892**    June 1, 2015 thru May 31, 2019  **Agreement**  This Agreement made this 1st day of June, 2015 by and between Faurecia Interior Systems, and International Union, United Automobile, Aerospace and Agricultural Workers of America, UAW, and Local 892.  **Article 1**  **PURPOSE**  1.01 The purpose of this Agreement is to establish a framework of understanding that will insure the production of a world class product in a participative environment, enabling us to provide the highest degree of customer satisfaction in the automotive industry.   * Providing a quality product competitively priced. * All employees (salaried and hourly) are part of the Company team and as such will be provided the opportunity to contribute and grow without constraints of artificial barriers and participate in continuous improvement and training events. * We are committed to an environment that encourages initiative, experimentation, continuous improvement, elimination of waste and new ideas supported by an open communication system.   1.02 The Saline Plant will be one of Faurecia's showcase plants, as such; the parties agree to allow employees outside the bargaining unit to be trained within the plant. The intent is to provide real time training and better understanding of Faurecia's Systems for hourly and salary employees and when appropriate other non-Faurecia personnel.  The training programs will not create any layoffs to any active Union employees.  1.03 This Agreement establishes harmonious relations between the parties and to facilitate orderly adjustment of grievances, complaints, and disputes, which may arise from time to time between the Company and the Union. This Agreement is entered into consideration of the mutual performance thereof in good faith by the parties.  **Article 2**  **RECOGNITION**  2.01 Faurecia Interiors Systems, Saline, Mi. (hereafter referred to as the “Company”) recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 892(hereafter referred to as the “Union”), as the sole and exclusive bargaining agent for all full-time production and maintenance, shipping, quality control, team leaders, employees but excluding all office, clerical, technical, paraprofessionals, professional employees, guards, security, all supervisors, and quality Technicians as defined by the National Labor Relations Act, of the Company at 7700 Michigan Ave. Saline, MI.  This provision does not confer any rights other than those rights expressly stated in the body of this agreement***.***  **Article 3**    **MANAGEMENT RIGHTS**  3.01 Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its rights to manage the business, as such rights existed prior to the execution of this Agreement with the Union. These sole and exclusive rights of Management shall include, but are not limited to, its right to determine the existence of facts which are the basis of a Management decision; to determine and implement production and management systems such as the Faurecia Excellence System, to determine prices of products, volume of production and methods of financing; the full and exclusive control , management and operations of its facilities, the determination of the scope of its activities, products to be manufactured, and methods pertaining hereto, the location and relocation of such manufacturing and other business activities and operations: the material and goods to be acquired or utilized, and the equipment to be utilized, schedules of work, and production schedules and standards,  the right  to drop a product line; to determine, and from time-to-time re-determine, the size, number, location and types of its operations, and the methods, processes, and the materials to be employed; to discontinue processes or operations; to determine the number of hours per day or per week operations shall be carried on; to select and to determine the number and skills of employees required;  the right to establish, change, combine or eliminate jobs, positions or classifications, as well as departments, sections, and units: the right to establish wage rates for new or changed jobs or positions, subject to the provisions of Article 34: the right to introduce or to make technical changes to procedures, methods, processes, facilities, fixtures and equipment: the right to contract, subcontract, whether in-house or off premises, lease, license, transfer or convey or assign any manufacturing work,  department section, or unit or other operation, outside the bargaining unit: the determination of the number of employees, the assignment of duties to employees, and the direction of the work force, including but not limited to hiring, selecting and training, of employees, and disciplining, suspending or discharging employees, the cause of which discharge shall not be without just cause, scheduling, assigning, laying off, recalling, promoting, transferring and interchanging of its employees: to assign work to such employees in accordance with the requirements determined by Management; to establish and change work schedules and assignments; to transfer, promote, or demote employees or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the fact of lack of work; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for just cause and otherwise take such measures as Management may determine to be necessary for the orderly, efficient and profitable operations of its business.  The Company’s failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.  3.02 It is the intention of the Company and Union that the rights, powers, authority and functions referred to herein shall remain exclusively vested in the Company so far as specifically surrendered or limited by express provision of this agreement. Disputes pertaining to the reasonableness of any new or changed rules and regulations implemented by the Company may be taken up through the grievance and arbitration procedure identified in Articles 7 and 8 of the agreement.  **Article 4**  **UNION SECURITY, DUES CHECKOFF and VCAP**  4.01 The following provisions as to membership, and deduction of Union dues with respect to the employees within the collective bargaining unit are agreed to for the term of this Agreement, provided, however, that they shall be effective only subject to and conditional upon the Union and the employees complying with the applicable provisions and requirements of the Labor-Management Relations Act, 1947, as amended.   4.02 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing and those who are not members on the effective date of the Agreement shall become members not later than Thirty  (30) days following the effective date of this Agreement. It shall also be a condition of employment that all members covered by the Agreement and hired during the term thereof, shall, on or before the Thirtieth (30th) working day following the beginning of such employment on or after the Thirtieth (30th) day following the effective date of the Agreement, whichever is later, become and remain members in good standing with the Union. The Company shall notify new employees at the time of hiring of the requirement. The Union agrees to accept for Union membership all employees hired by the Company who apply for membership.   1. The union security (but not dues check-off authorization) provisions of this agreement shall be of no force and effect in any state to the extent that the making or enforcement of such provisions is contrary to such state’s law; provided, however, that wherever any such state law is either declared invalid or is repealed or modified to make union security (including any form thereof) lawful, the union security provisions of this agreement will again be in force and effect to the fullest extent permitted by law, including such lesser forms of union security such as “fair share” or “agency fee” if those lesser forms of union security are all that is permitted by state law. At all times, the following provisions respecting union membership shall remain in effect in the bargaining unit or units covered by this Agreement:   An employee who is a member of the UAW at the time this Agreement becomes effective shall continue to be eligible for membership in the UAW for the duration of this Agreement, subject to such terms as may be enforced by UAW for acquisition and retention of membership. An employee who is not a member of the UAW at the time this Agreement becomes effective may become a member of the UAW at any time after employment and remain a member of the UAW for the duration of this Agreement, subject to such terms as may be enforced by UAW for acquisition and retention of membership.  4.03 The Company shall not be required to terminate the employment of any employee on the grounds that such employee has ceased to be a member in good standing until the expiration of five (5) working days after receipt of notice in writing by the Union to the Company that such employee is not a member of the Union in good standing. It is understood and agreed, pursuant to the Labor-Management Relations Act, 1947, as amended, that loss of good standing in the Union shall not affect continued employment unless such is failure to tender regular dues or initiation fees as uniformly required for all employees. The employee shall have the right to pay such dues or initiation fees within said five (5) working day period.  4.04 Upon receiving the written authorization of an employee in a form provided to the employee by the Union, the Company agrees to deduct from the first complete pay period each month such amounts as shall be fixed pursuant to the by-laws and Constitution of the Union during the continued effectiveness of such written authorization.  4.05 The Union will certify in advance to the Company, in writing, the amount of dues and initiation fees to be deducted from the pay of each employee, and shall indemnify and hold harmless the Company against any liability which may arise by reason of the deduction by the Company of the Union dues and initiation fees hereunder. In no event shall the Company be liable to any employee for and deduction from the pay of any such employee of Union dues and initiation fees, or any payments made by the Company to the Union hereunder.  4.06 All sums shall be remitted once a month to the Financial Secretary of the Union, or other authorized person named by the Union, and shall include a monthly statement indicating those employees from whose earnings deductions were made and the amount of such deduction.  The Union shall not ask for nor shall the Company be required to provide the social security number or date of birth of any individual.  4.07 In the event an employee has no dues deducted in any calendar month, the Company shall explain the reason on the monthly dues deduction statement.  4.08 V-Cap Check-off Authorization  During the life of this Agreement, the Company agrees to deduct from the pay of any employees covered by this Agreement provided that such executes or has executed the “Authorization for Assignment and Check-off of Contributions to UAW V-Cap” form.  A properly executed copy of the “Authorization for Assignment and Check-off of Contributions to UAW V-Cap” form for each employee for whom voluntary contributions to UAW V-Cap are to be deducted hereunder, shall be delivered to the Company before any such deductions are made, except as to employees whose authorizations have heretofore been delivered.  Deductions shall be made only in accordance with the provisions of and in the amounts designated in said “Authorization for Assignment and Check-off of Contributions to UAW V-Cap” form, together with the provisions of this section of the Agreement.  Deductions shall be made, pursuant to the forms received by the Company, from the employees first pay received each month so long as the employee’s authorization has not been revoked and is still in effect.  The Company will remit said deductions to: UAW-VCAP, Bank One, Dept. 78232, Article 23 Voluntary Exchange, P.O. Box 78000, Detroit, MI  48278-0232 by the 20th of each month. The Company further agrees to furnish UAW V-Cap with the names of those employees from whom deductions have been made, and the amounts deducted for each employees. This information shall be furnished along with each remittance.  The Union shall indemnify and save the Company harmless from all claims, demands, suits, or any other liability arising out of or by reason of action taken or not taken by the Company for the purpose of complying with this section of the Agreement.  4.09 The check off authorization format to be supplied by Local 892 is attached to this Agreement.    **Article 5**  **STRIKES AND LOCKOUTS**   5.01 The Union and Company agree that both desire uninterrupted production and operation.  During the life of this Agreement, the Union shall not authorize, sanction, encourage, ratify, acquiesce in, condone, or permit any of its members to take part in, nor shall any member of the Union take part in, a sit-down, stay-in, slowdown, curtailment, of work, restriction of production, strike, stoppage, artificial sick call, sympathy strike, unfair labor practice strike, secondary activity, sabotage, non-respectful of work instructions, the production of non-quality parts, or any interference of operations of the Company.   5.02 The International Union or the Local Union shall not be held financially liable for any such Unauthorized Acts provided that upon receipt of notice from the Company of the occurrence of any Unauthorized Acts, the International Union and the Local Union shall immediately and officially notify employees involved to terminate such Unauthorized Acts and promptly take the following actions:  1.      The International Union by certified letter to the Local Union officers shall state that such Unauthorized Acts are not directed or authorized by the Union and are in violation of this Agreement.  2.       Endeavor to induce employees to cease such Unauthorized Acts.  3.      The Local Union officers and stewards shall, by example, continue to work and endeavor to induce all other employees to do so.   5.03 The Company agrees that there shall be no lockout of any kind during the term of this agreement. This Lockout provision shall not apply in the event of an authorized strike.   5.04 Any employee engaging in, or assisting such action, shall be subject to disciplinary action up to and including termination.  **Article 6**  **UNION REPRESENTATION**   6.01 The Company acknowledges the right of the Union to elect a Plant Committee;                 500 or more employees, there will be one (1) full time Chairperson  800 or more employees, there will be one (1) full time Bargaining Committee person and one (1) working plant District Committee person.                  901 – 1500 employees, there will be one (1) additional working plant District Committee Person                 1501 – 2000 employees, there will be one (1) additional working plant District Committee Person        Plant District Committee Representative will be assigned to shifts designated by the Chairperson*.*   6.02 a. The function of Bargaining Committee: The function of the Bargaining Committee is to review and negotiate grievances at the Second Step, to prepare grievances not settled at this point for further review in the Grievance Procedure, and to negotiate with Local Management on negotiable local problems. A Bargaining Committeeperson may also handle First Step Grievances as outlined in this agreement , and represent employees at hearings in disciplinary cases when called upon to do so. A Bargaining Committeeperson may also perform certain other representation functions, including but not limited to; represent the employee(s), administer the Collective Bargaining Agreement, Health and Safety, Quality, Ergonomics, process Grievances as outlined in the Grievance Procedure and assist in resolution of general concerns of the membership.  b. The function of the District Committeeperson is to handle grievances at the First Step, to represent employees at hearings in disciplinary cases when called upon to do so, and to pass necessary information on representation functions, including but limited; to represent the employee(s), administer the Collective Bargaining Agreement, Health and Safety, Quality, Ergonomics, process grievances as outlined in the Grievance Procedure and assist in resolution of general concerns of the membership.  Regular weekdays hours District Committeeperson(s) will be assigned to an off line job and when an employee requests union representation he/she shall contact their supervisor and request that he/she contact the union representative’s supervisor for representation, the supervisor will make every attempt to meet the needs of the employee without undue delay. Union representation will not be denied to an employee.  ~~W~~*~~eekda~~*~~y~~Weekend/Holiday a shift of 50 or more employees working on a given shift, 1 District Committeeperson will be scheduled to work the shift. If there is less than 50 employees working he/she will be assigned to an on line job in their GAP and scheduled according to Article 23.05.   6.03 The Union will inform the Company in writing of the names of the committeepersons and plant chairperson, and any subsequent change in the names of the committeepersons and the plant chairperson, and the Company will not be required to recognize the committeepersons and plant chairperson until such notification from the Union has been received. There shall be one (1) alternate committeeperson for each regular committeeperson and that alternate is to be active only in the absence of the regular committeeperson.   6.04 The Company agrees to recognize a Negotiating Committee which will be the Plant Committee, along with Representatives from the International Union, and/or the President of the UAW Local 892.   6.05 The Company will provide six (6) keyed Union bulletin board. The boards will be placed in each of the five break areas and one (1) in front of the Union offices for official Union business. Plant Chairperson will be the owner of the keys. The Union will be allowed to hand out leaflets in the lunch room and at the plant entrance only. Employees will be permitted to hand out, leaflets and campaign material in break rooms, at plant entrance gates and post material in the downstairs hallway on the Union side of the building two (2) weeks prior to any election. Material shall be removed no later than forty eight (48) hours after election including all run-offs.   6.06. Chairperson will be scheduled 50 hours per week at the appropriate rate Monday – Friday. Saturday/Sunday/Holiday overtime will be scheduled when 10 or more people in the plant are working. The Chairperson will be required to supply the Company a weekly work schedule and punch in and out Saturdays, Sunday’s and Holidays.   6.07. Bargaining committee person will be scheduled 50 hours per week at the appropriate rate Monday – Friday. Saturday/Sunday/Holiday overtime will be scheduled when 50 or more people in the plant are working .The Bargaining Committee person will be required to supply the Company a weekly work schedule and punch in and out daily.   6.08. Compensation of Full Time Representatives   1. General full time representatives shall continue to be paid at the rate he/she was receiving at the time of assuming his/her duties except that his/her rate shall be adjusted in accordance with any adjustments made in the rate for the classification he/she then held. He/she shall be deemed to be an active employee for the purpose of applying for Job Vacancies and Lateral Transfers. 2. Promotional/Non Promotional Opportunities. Notwithstanding the above, full time elected representatives shall be entitled to receive consideration for Promotional, Lateral transfer or non-promotional opportunities that fall under Article 12 of this Agreement. 3. Notwithstanding (a) of this letter it is agreed by all parties that if a full time representative is elected to that position from a job coming under a production bonus plan or retention benefit, he/she shall continue to receive a bonus equal to that he/she would have earned had he/she continued on his/her old job, except as such representative may be promoted or non-promotionally transferred in accordance with Subsection (b) of this letter, in which case the representative shall receive a bonus based on the job to which he/she is promoted or non-promotionally transferred    6.09 The Company will maintain the current Union office in the plant including computers, printers, office supplies, fax machine, desks, chairs, tables, conference room (attached to Chairperson’s office) and partitions..   6.10 The Company and Union will discuss updated or refurbishing of computers, printers, office supplies, fax machine, desks, chairs tables and partitions. The Company will refurbish, update or replace, as mutually agreed too, in an agreed amount of time.  6.11 Skilled Trades Representation  The Company will recognize the following Skilled Trades Representative of the Union, provided they are and continue to be seniority and working employees of the Company, for the purpose of assisting in resolving disputes between the Company and employee of the Maintenance Classification in accordance with Article 7. The Skilled Trades Committee shall consist of one (1) working member elected by the skilled trade members in any manner they so desire.  **Article 7**  **GRIEVANCE PROCEDURE**  7.01 A grievance is defined as a specific alleged violation of this Agreement, or a dispute as to the interpretation or application of any provision of this Agreement.   7.02 The following procedure will be followed in settlement of such grievance(s).  **Step One – Supervisor Level**   An aggrieved employee shall first discuss the grievance with the employee’s immediate supervisor or the employee’s designee. If this employee is still aggrieved after the discussion, the employee may request that the supervisor send for the designated committeeperson for further discussion of the matter. If the complaint or issues cannot be resolved, the grievance shall be reduced in writing and stating the nature of and facts giving rise to the grievance, the specific provision(s) of this Agreement that are alleged to have been violated, and the remedy sought. This written grievance shall be presented by the employee’s committeeperson to the supervisor within three (3) working days of the occurrence or when the Union or employees are made aware of the alleged violation. The supervisor shall give a reply in writing to the committeeperson within three (3) working days following receipt of the written grievance.  **Step Two - UAP/Area Manager Level**  If the grievance has not been settled at Step One, the committeeperson may, if within three (3) working days of receipt of the Supervisor's written reply, may appeal, in writing, a meeting between the Bargaining committeeperson and the UAP and or Area Manager (without the employee) who will arrange such a meeting within three (3) working days thereafter to attempt settlement. The UAP or Area Manager will give written answer of the grievance to the Bargaining committeeperson within three (3) working days following the meeting.   All Grievance dealing with discharge and suspension shall commence with the Second Step of the Grievance Procedure. Any grievance not settled, or in the case of a grievance settled and then appeal, in accordance to with Identify Appeal Process, will be processed to the Step Three of the grievance procedure and directed to the Chairperson and Human Resource Manager for discussion.  **Step Three – Human Resources Manager and International Representative Level**  If the grievance has not been settled at Step Two, the plant chairperson, within five (5) working days after receipt of the department manager's written answer, may request a meeting with the Human Resource manager. A mutually satisfactory date will be established for the Human Resource manager and the Union to meet. The Company's answer shall be given to the Union, in writing within Six (6) working days following the meeting.  The time limits foreseen at the various steps of the Grievance Procedure may be extended by mutual consent in writing by both parties.  No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.   Failing a satisfactory settlement as in Step Three, the grievance may be submitted to Arbitration as outlined in Article 8 of this Agreement.  Once per month the Local Union Committee will meet with the Human Resources team to go over and review all grievances being processed to Step Three of the grievance procedure.  7.03 The Company shall not be subject to any financial liability for any period more than, up to, thirty (30) days maximum, prior to the date a grievance was filed in writing, subject to Section 8.06.  7.04 Neither the Union nor the Company shall accept or advance a grievance unless it is submitted or appealed within the time limits set forth in the grievance or arbitration provisions of the agreement.  If the Union does not submit a timely grievance or appeal, then it shall be deemed a withdrawal without prejudice.  If the Company does not submit a timely answer to a grievance or appeal, then the grievance shall be deemed settled, without prejudice, in favor of the Union.  **Article 8**  **ARBITRATION**   8.01 If a satisfactory settlement of a grievance cannot be reached between the parties at Step Three of the Grievance Procedure, the Union may, within thirty (30) calendar days from the receipt of the Company’s Third Step answer, request that the grievance be arbitrated. Such written request to arbitrate shall be set forth (i) the specific action or non-action claimed to constitute a violation of this Agreement, (ii) the specific provision or provisions (paragraph or paragraphs) of the Agreement claimed to be violated, (iii) the specific relief requested and the specific employee or employees for whom the relief is requested.   8.02 The Parties shall mutually select an arbitrator. In the event they cannot agree on the selection of an arbitrator, the parties shall select an arbitrator from the following panel: Barry Brown, Mario Chiesa, William Daniel, Mark Glazer, **~~Peter Jason~~**, Michael P. Long, George Roumell, David Grissom, Nora Lynch, Donald Sugerman and Elaine Frost. Upon mutual agreement of the parties the list may be modified. The grieving party shall strike a name first from the panel of arbitrators, and thereafter the parties shall alternate until one remains, who shall be the arbitrator.  8.03 More than one (1) grievance may be heard by an Arbitrator at one (1) time provided the Arbitrator, the Union and the Company agree. The Union shall make the final determination as to whether or not any grievance involving employees in the bargaining unit shall be processed and whether or not any grievance in process shall be settled.   8.04 The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement; nor shall the employee exercise any responsibility or function of the Company or the Union. No questions affecting the negotiated wage structure or production standards of the Company shall be raised to the arbitrator.   8.05 The Arbitrator’s award shall be made in writing and shall be rendered within thirty (30) calendar days after the closing of the proceedings or submission of post-hearing briefs.   8.06  Any claims including claims for back wages by an employee covered by this Agreement or by the Union, against the Company shall not be valid for a period prior to the date the grievance was first filed in writing, except that in cases based on a violation which is continuing, if the circumstances of the case made it impossible for the employee, or for the Union, as the case may be, to know that he, or the Union, had grounds for such a claim prior to that date, the claim shall be limited retroactively to a period thirty (30) days prior to the date the claim was first filed in writing.   8.07 Any award of back wages and/or benefits shall be limited to the amount of wages and/or benefits the employee(s) would otherwise have earned from the employee’s employment with the Company during the periods as above defined.  Specifically excluded from any award of back wages and/or benefits are statutory benefits and payments to which the employee(s) is entitled including but not limited to unemployment and workers’ compensation benefits.   8.08 The Grievance and Arbitration Procedures of this Agreement shall not be applicable to grievances arising in the period between the termination of this Agreement and the effective date of a subsequent Agreement unless an extension of this Agreement is agreed upon by both parties.   8.09 Regardless of the outcome of any matter submitted to Arbitration, costs thereof shall be borne by the Company and the Union, share and share alike. The cost of any additional service required by either party, this includes wages and expenses for all persons involved, shall be borne by the party requesting these services.   8.10 The time limitations set forth in this Article or in Article 7 Grievance Procedure, may be extended in a particular instance by mutual agreement of the Company and the Union confirmed in writing.  **Article 9**  **SENIORITY**  9.01 Seniority will refer to continuous service at the Company since the employee’s most recent date of hire. After successfully completing the 90 calendar day probationary period, seniority is measured back from the date of hire.  9.02 There shall be no seniority rights or collective bargaining benefits for probationary employees, and the Company may transfer, layoff, recall and/or discharge or suspend such employees for any reason with such action not subject to the Grievance Procedure.   * 1. An employee will lose seniority and employment with the Company will be terminated for any of the following reasons:  1. If the employee voluntarily quits. 2. If the employee is discharged and the discharge is not reversed through the grievance procedure. 3. If the employee is retired under the Company retirement policy. 4. If the employee is absent for more than three (3) consecutive working days without properly notifying giving a satisfactory reason for not calling in. 5. If the employee has been out on Short Term Disability or laid off due to lack of work and does not return within five (5) working days after being contacted personally to report for duty. 6. When the employee cannot be contacted, the Company will notify the employee, with a five (5) day notice, by registered mail, to the employee’s last known address, and the employee will be allowed no more than five (5) working days from the signature date of such notification to report for duty. A copy of the registered letter will be provided for the plant chairperson at the time of mailing. 7. If the employee is at work with another employer, the employee will lose seniority if the employee reports for work with the Company within five (5) working days following the employee’s notice or recall as outlined in Article 11. 8. If the employee overstays any Company approved leave of absence without receiving an extension, in writing of such leave of absence. 9. If the employee accepts gainful employment wile on any leave of absence without first obtaining the consent, in writing, of the Company. 10. If the employee is laid off due to lack of work and not recalled or absent for any other reason including, but not limited to, workers compensation injury or illness, or non-occupational injury or illness within a period exceeding the lesser of the employee’s length of service or 2 years.   9.04 It shall be the responsibility of the employee to notify the Company in writing promptly of any change in their address and phone number (listed or unlisted). If an employee fails to do so, the Company will not be responsible for failure of any contact or notice to reach such employee.  9.05 An employee who is transferred to a supervisory position or salaried position will be placed on leave from the bargaining unit for no more than 90 days. If the employee chooses to stay in a non-bargaining unit job the employee will lose all seniority rights.  9.06 For the purposes of lay off and recall, the plant Union committee as described in Article 6 will be treated as if they had high seniority, provided such employees have the responsibility for the administration of the collective bargaining agreement and adjustment of grievances.  9.07 Seniority Tie Breaker  The following order will be used to break seniority ties as necessary under all procedures within this Local Agreement:   1. Faurecia Plant Seniority 2. Alphabetically “A” to “Z” 3. Last 4 of your Social Security Number   (9 being the highest and 0 being the lowest)  9.08 Loans: In the event it is necessary to loan employees from one department to another department, the employees with the least seniority within the GAP affected shall be loaned.  9.09 Upon request the Company shall electronically furnish a plant-wide seniority list to the Plant Chairperson. The seniority list shall include employee name, employee classification and company seniority.  **Article 10**  **TEMPORARY AND PERMANENT LAYOFF**  Temporary Layoff is identified as “a layoff of not more than fourteen (14) calendar days”. The Company will notify the Union of each temporary layoff as far in advance as possible. The affected employees on the affected department will be laid off regardless of seniority for a period of fourteen (14) calendar days.   1. During temporary layoffs, of more than fourteen (14) calendar days, the Company will first survey for volunteers in seniority order by line, by department and by classification. 2. If there are not enough volunteers employees will be laid off in seniority order by line, by department and by classification from low seniority to high seniority. 3. Temporary layoffs will not be used for the purpose of avoiding permanent layoffs by scheduling a series of temporary lay-offs to meet planned production needs.   During short term layoff the Company may elect to facilitate training workshops for all employees. In those instances, the Company will meet with the Union to review their training plans and production schedules.  Extensions and alterations may be granted with mutual agreement.  Permanent layoffs is defined as “a layoff without a defined return to work date or layoff of more than 14 calendar days” as a result of loss of product, rebalance in manpower or permanent reduction if force.  The following will apply for production selection:   1. All temporary employees, plant wide, will be reduced first 2. By plant wide seniority   The following will apply for skilled only:   1. By classification 2. By date of entry 3. By plant wide seniority   **Article 11**  **RECALL**  11.01 Displaced and Temporary laid off employees will be recalled in seniority order by classification.  Permanent laid off employees will be recalled in seniority order; skilled trades by classification, by date of entry by plant wide seniority.  11.02 Any employee who refuses a recall to any available job shall lose seniority, and employment with the Company will be terminated, subject to Clause 9.03 (e)(i) and (ii).  11.03 When possible, the Company will notify the affected employee(s) at least one (1) week prior to any permanent *recall*. The Company will notify the Chairman of the Union Committee of the layoff and recall activity in as far in advance as possible  **Article 12**  **JOB VACANCIES AND LATERAL TRANSFERS**  12.01 HIGHER RATED CLASSIFICATION VACANCIES:  1.        In the event that a designated position becomes available, an employee shall be eligible to bid on that position, regardless of the rate of pay. The Company will consider an employee’s request to fill a job vacancy, if the employee has not been disciplined up to a written warning. If a job is to be filled it will be posted within 30 days unless mutually agreed to by both parties.  Jobs will be posted for a 72 hour period, excluding Saturdays, Sundays, and holidays. Promotional Jobs bids will be posted 11AM Tuesday.  2.    An employee shall apply for a job by completing the Hourly Job Application Form, indicating the bid sheet number.  3.      An employee shall apply for a job by completing the Hourly Job Application form, indicating the bid sheet number. The bidding employee will retain the blue copy of the Hourly Job Application form as a receipt and place the remaining two copies in a secured receptacle provided for that purpose. The posting and Hourly Job Application forms will be located on the posting board outside the Human Resources office.  All postings shall include the bid sheet number, department name/number, pay rate, shift, and date of posting. A notice that a job is available for bid will be posted on the bulletin board at the west hourly entrance.  4.       The Human Resources Department shall give consideration to all eligible candidates in seniority order and qualifications from the highest seniority applicant to the lowest seniority applicant, until a selection is made. The Committeeperson shall acknowledge notification of the selection by signing and dating the copy of the numbered bid sheet.   1. If a posting must be cancelled, the Human Resource Representative must, at the time of the cancellation, notify the Union in writing of the reasons thereof. 2. The selecting Human Resources Representative must sign-off on the posting before the selection will be considered official. 3. Prior to initiating a grievance, disputes will be discussed at the Human Resources/Bargaining Committee meeting.   5.       The Union copy of the job posting will be returned to the Committeeperson at the time he/she acknowledges receipt of notification of selection. The Union copy shall be a legible copy of the original posting.  6. An employee who is selected will be notified within 10 days of the selection. The selected employee will be transferred as soon as possible or issued the new base rate pay after thirty days (30 days) from the 1st day of the posting. If the employee has not been moved within 2 weeks of receiving the new rate, the company will meet with the Union Bargaining Representatives and give satisfactory reason and plan/timing to move the employee to the new classification.   1. Employees awarded a Process Technician classification may disqualify or be disqualified by the Company within the first ninety (90) calendar days of being awarded the position. In some instances the ninety (90) calendar day period may be extended by an additional thirty (30) calendar days. In the event of disqualification the employee may return to their former job classification. Employees who have been disqualified are ineligible to bid for the same job classification for a period of twelve (12) months.   7.       After the selection is made, the posting number, the name, and seniority of the selected employee will be posted on the bulletin board by the Union Office.  8.     The Company will maintain a list of employees with recall rights to a classified position and/or those granted ‘next available opening’ via the grievance procedure to a classified position.  The Company will review this list prior to placing any classified positions up for bid.  9.     Deviations from the provisions of this Agreement may be made by mutual agreement by Letter of Understanding between the parties.  10. When new employees are hired, they may be placed on any shift for training until they attain the necessary efficiency level. New hires will not be placed in any promotional job classification. Nothing contained in this Article shall be construed to limit the Company's right to hire new employees, if there are no qualified employees within the bargaining unit to fill a job vacancy.  11.   The Company and Union will jointly select a list of candidates for GAP Leaders.  To fill a vacancy The Company will than assign the GAP leader from the list. The Union may provide reasons why it believes that a GAP leader should be removed; however, it is the sole right of the Company to remove GAP Leaders. .Employees will be considered for GAP leaders only if they have 6 months of service and have not been disciplined up to a written warning.  GAP leaders will improve the quality, efficiency and work environment through continuous improvement and through the elimination of waste however they will not have managerial rights.  12.   In the event of a job vacancy in Skilled Trades/ Process Tech the employee who meets the minimum qualifications  with a passing score based on a curve will be selected in seniority order and awarded the job. The Company reserves the right to hire employees for maintenance from outside the bargaining unit. The parties will discuss and agree on the development of a training matrix and task sign off process for newly assigned Skilled Trade/Process Technician.  13.   In the event of a transfer of operation(s) within the plant from one department to another, the parties will meet prior to the effective date of such transfer to establish a mutually agreeable means of selecting the employee(s) who will transfer with the identified operation(s).   12.02  LATERAL TRANSFER:  1. A seniority employee may apply for a lateral transfer by completing a form provided for that purpose and submitting to the Human Resources Office.  2.       Employees will be eligible to request a lateral transfer during the posting period of the first two (2) weeks in May and September. All transfers are based on seniority within the employee’s classification. Laterals will take place as available positions become open. A copy of the Lateral Request Listing will be submitted to the Union.  3.       The Company will honor lateral requests provided that any GAP is not affected by more than twenty (20) percent.  4.     During a new product launch employees will not be able to exercise their lateral transfer rights until 120 days after SOP.  **Article 13**  **TEMPORARY TRANSFER**  13.01 A transfer shall be considered temporary provided it does not exceed (30) days. If such transfer exceeds this period, it will be declared as a permanent vacancy and posted for job bidding in accordance with the job posting provisions.  The Company and Union may extend this period by mutual agreement.  13.02 Vacant jobs created as a result of illness, injury, or occupational accident or illness, or leave will not be posted as a permanent vacancy and may be filled at the discretion of the Company on a temporary basis for the duration of the illness, injury or leave of absence. Such job vacancies will not be subject to the seniority provisions of the Agreement during this period.  The following procedure has been developed for the placement of and removal of employees on temporary classifications:   1. The Union will be notified, in writing, of all employees on temporary openings and the reason for such openings on a weekly basis.  2. When a temporary opening occurs, the selecting Supervisor will give initial consideration to those qualified personnel within his department.  3. Temporary classifications for 30 days or less will be filled by the Supervisor/HR who has the vacancy. Temporary classifications of 31 days or more will be reviewed by Human Resources, the Union, and the Supervisor who has the vacancy, at the Union’s request, and the appropriate course of action will be agreed to.  4. The Supervisor reclassifying an employee temporarily will be required to note the reason for the temporary opening and the duration of the assignment. This information will be available for review by the Union.  5. Temporary classifications filled for annual new model launch periods will be reviewed by the Human Resource office and the Union at the end of 30 days and the appropriate course of action will be determined and implemented.  6. Employees who are assigned temporary classifications without the benefit of prior experience will not be subject to bumping by senior employees until a period of 30 days has elapsed.  7. At the completion of a temporary assignment, the employee will return to his or her former permanent classification and/or department.  8. In the event a reduction in force occurs, employees on temporary assignment will be incorporated, in seniority order, in their original classification and are subject to being bumped.   9. It is understood by the parties that deviations may be required from the above procedure due to the requirements of the annual launch period. When deviations are made, the Company and Union will meet to discuss the reasons for such deviations.   10. Employees temporarily transferred to a job classification for a period of two (2) days or more having a higher rate of pay than the current classification of the employee shall be paid the rate of the higher paid classification.  **Article 14**  **Temporary Employees**  14.01 The Company reserves the right to use Temporary employees who will be directly hired by Faurecia Interior Systems ~~be hired~~ or transferred from other positions within the Company for a period of 90 days or less.  14.02 Such Temporary employees will not displace regular employees.  14.03 Temporary employees who complete 90 calendar days or more on such status will have the 90 day probationary period waived, and their date of hire as a temporary will be considered their seniority date. The intent of this language is to ensure that on day 91 the employee will be a full time employee of the Company.  14.04 It is not the intent of the Company to utilize Temporary employees to subsidize hiring permanent employees. The company may have fluctuating needs to utilize temporary employees during periods of high absenteeism, short term volume increases and during a product launch. Temporary employees will be approved in advance with the UAW Plant Chairperson. In the event that the parties cannot come up with an agreement to utilize temporary employees the issue may be raised with the National Parties.    **Article 15**  **PAID HOLIDAYS**  15.01 The following will be considered as paid holidays:  New Year’s Day  MLK Day  Good Friday  Memorial Day  Independence Day  Labor Day  Thanksgiving Day  Christmas Eve Day  Christmas Day  New Year’s Eve Day  Days between Christmas and New Year  One Floating Holiday to be decided by the Company  Easter Sunday – If it becomes necessary for the Company to schedule work on Easter Sunday, employees will be paid three (3) times their hourly base rate.  Veterans Day – Veterans may request an unpaid day off on Veterans Day. Requests for Leave must be submitted at least one (1) week in advance with proof of being a Veteran.  15.02 An employee will be paid for a paid holiday listed in Clause 15.01 if they work their scheduled working days immediately preceding and immediately following the paid holiday.  15.03 An employee will also be paid for Christmas holiday days if they were laid off within ten (10) work days prior to, and including a paid holiday list in this article; or if they return to work on their scheduled date of return from a layoff within ten (10) work days of the paid holiday.  15.04 Probationary employee(s) are not entitled to paid holidays.  15.05 Employees eligible for payment of a paid holiday will be paid on the basis of the applicable hourly rate of the job and applicable shift premiums to which they are assigned the day prior to the holiday, up to a maximum of eight (8) hours.  Employees scheduled to work on holidays shall not receive holiday pay if they fail to perform such scheduled work, unless they can show reasonable cause to the Company.  If employees are required to work during a holiday period, they will be paid at twice the employee’s hourly rate, in addition to holiday pay.  15.06 Seniority employees who have gone on sick leave during the workweek in which the holiday falls shall receive pay for such holiday. Employee on sick leave of absence when the holiday(s) occurs who return to work following the holiday(s) but during the week in which the holiday(s) falls shall receive pay for such holiday(s).  15.07 A seniority employee on a personal leave of absence which expires in the Christmas holiday period which fall (1) after the final day of such leave, or (2) on and after the date he notifies his plant of his availability for work, whichever is later.  **Article 16**    **VACATIONS**  16.01 Employees shall be entitled to receive vacation time and pay on or after January 1st of each year, provided they have worked 1600 hours in the previous 12 months  16.02 Employees with less than 1600 hours and 1200 or more in the previous 12 months will receive 67% of vacation entitlement.  16.03 Employees with less than 1200 hours and 1000 or more in the previous 12 months will receive 50% of vacation entitlement.  16.04 Employees with less than 1 year of seniority by January 1st will earn 8 hours pay for any calendar month in which the employee has worked at least 130 hours to a maximum of 80 hours of paid vacation.  16.05 All contractual paid time off, workers compensation, non-voluntary temporary lay-off and Union leaves will count towards the eligibility for calculation of vacation hours.   Seniority employees will receive vacation time and pay on January 1st of each year as follow;   Employee with Less than 1 year                                                    Days earned up to 80 hours paid vacation  1 year but less than 5 years                                                           80 hours of paid vacation  5 years but less than 10 years                                                       120 hours of paid vacation  10 years but less than 15 year                                                       140 hours of paid vacation  15 years but less than 20 years                                                     160 hours of paid vacation  16.06 a. The Company shall approve vacations from November 1st through December 15th by seniority and then first come first serve.  The employee must give the Company 48 hours advance notice for vacation that was not scheduled during the above mentioned time frame.   b.  Employees may not take vacation periods of less than 4 hours per day. Once a vacation has been scheduled, it may be changed with the approval of the Company.   c.  Eligibility for vacation time and pay is based on the year prior to the vacation year.  All employees shall take their vacation in the vacation year, January1st to December 31st, and cannot accumulate vacation to be taken in a subsequent vacation year.   d.  Vacation pay will be paid the regular pay date preceding the scheduled vacation provided a formal request was made, in writing, and approved two (2) weeks prior to the vacation time requested. The Company will payout all unused vacation by February 1st of the following year.   e. An employee who is terminated for any reason will be entitled to the payment of any unused vacation pay from the previous vacation accrual period.  16.07 All employees will be asked to use their remaining vacation for all customer shut downs. Those employees who opt not to use remaining vacation time, will be laid off.  **Article 17**  **HOURS OF WORK**  17.01 The normal hours of work will be Monday through Sunday. Forty (40) hours will constitute a normal workweek. The Company will notify the Plant Chairperson prior to all reductions, layoffs and/or short work weeks.  17.02 The workweek shall be deemed to commence with the No. 1 shift Monday and end one hundred sixty-eight (168) hours thereafter.  17.03 An employee whose scheduled shift starts on or after 7 P.M. but before 5 A.M. shall be deemed to be working the No.1 (midnight) shift.  17.04 An employee whose scheduled shift starts on or after 5 A.M. but before 10:30 A.M. shall be deemed to be working the No. 2 (day) shift.  17.05 An employee whose scheduled shift starts on or after 10:30 A.M. but before 7 P.M. shall be deemed to be working the No.3 (afternoon) shift.  17.06 In the event the Company changes the workweek, the starting and stopping times of the normal shifts or establish new shifts, the Company and the Union will meet to discuss such changes as soon as possible and practical prior to changes being implemented.  **Article 18**  **Alternative Work Schedules**  It is Faurecia policy to match their customer’s work schedule, which could differ from a typical 3 shift 5 day a week operating pattern. The need to implement an alternative work schedule to maintain flexibility may arise.  When considering an alternative work schedule outlined below Human Resources will notify the Union with a fourteen (14) calendar day notice in writing which lines will be going to the alternative work schedule.  If an additional need for an alternative work schedule is needed not outlined below, the Human Resource and Union will discuss and develop the unique work schedule.  Any concerns not addressed in the following provisions will be mutually discussed and resolved.  **4 Days 10 Hour Shift**   Schedule  Shift will start on Monday and be based on 4 consecutive 10 hour straight time days per week.   If overtime is required it will be paid at the applicable rates outlined in Article 23 of the contract.   Holidays  Holidays will be paid out per Article 15 of the contract at 10 hours per day at straight time on any regular scheduled day.  If the holiday falls on the employees regular day off they will be paid 8 hours of straight time. In the event a shift is scheduled to work on a holiday, employees will be paid double time for the time worked in addition to 8 or 10 hours of straight time holiday pay.   Vacation   Vacation allotments will match Article 16 of the contract.   Vacations must be taken in 10 hour or 5 hour increments.   Bereavement Pay   Bereavement Pay will paid applicable days off per Article 26   Jury Duty  Seniority employees will be paid the difference between the amount paid by the court and his/her normal day’s pay, not to exceed ten (10) hours per day for four (4) days per week.  **Three Crew Shift Pattern**  Schedule  Shift Pattern will be based on 4 consecutive 10 hour straight time days per week.  In the event overtime is needed it will be paid out at time and a half for hours worked over 40 in a work week, and double time for the third day that would normally be scheduled off.  A crew will start on Monday  B crew will start on Tuesday – B crew will receive forty ($0.40) premium for the entire shift.  C crew will start on Friday - C crew will receive sixty ($.60) premium for entire shift.  Holidays  Holidays will be paid out per Article 15 of the contract at 8 hours per day at straight time regardless of when the holiday falls. In the event a shift is scheduled to work on a holiday, employees will be paid double time for the time worked in addition to 8 hours of straight time holiday pay. Paid holidays that fall on a Friday or Monday could be changed to a Saturday or Sunday for c crew with agreement between Human Resources and the Union.  The week between Christmas and New Years’ will not surpass 40 hours of straight time pay.  Vacation   Vacation allotments will match Article 16 of the contract.   Vacations must be taken in 10 hour or 5 hour increments.   Bereavement Pay   Bereavement Pay will be paid at applicable days off per Article 24.   Jury Duty  Seniority employees will be paid the difference between the amount paid by the court and his/her normal day’s pay, not to exceed ten (10) hours per day for four (4) days per week.  **Article 19**  **BREAKS**  19.01 All employees will be granted two 15 minute breaks one before lunch not to commence until the completion of the first hour of the shift and one after lunch not to commence until 30 minutes after the completion of the employees regularly scheduled lunch period. Employees will be granted one paid lunch minimum of 20 minutes or 30 minute unpaid lunch, midway through the shift.  In addition if an employee works over 8 hours in any one day, the employee will be granted an additional 10 minute break for every hour worked, except in cases where an employee is on an AWS. The Company will schedule all break times. The Union will be notified of any changes to the above schedule.  **Article 20**  **REPORTING-IN PAY**  20.01 Any employee who reports for work at the beginning of his scheduled shift, who has not been notified “not to report to work”, shall be guaranteed a minimum of four (4) hours of work or four (4) hours at his/her applicable rate of pay  20.02 The provisions of this section shall not, however, apply where the failure of the Company to provide work is caused by storms, floods, power failure, fire or any other circumstances beyond the control of the Company, with the exception of machine breakdown or parts shortages. Notification to employees will be made through radio announcement.  **Article 21**  **CALL-BACK PAY**  21.01 An employee who is notified by the Company to report for work at a time other than the employee's regularly scheduled starting time shall be entitled to a minimum of four (4) hours of pay, at the applicable rate, and shall perform such duties as the Company assigns.  **Article 22**  **SHIFT PREFERENCE**  22.01 An employee who desires to be transferred to another shift must complete a Company form and submit it to Human Resources. Operators may do a Shift Preference only in their GAP/Department/UAP. Process Technician, Gap Leaders and Repair will only be able to Shift Preference by GAP/Department. An employee will be allowed to bump shifts two (2) times per year from January 1st to December 31st.  22.02 An employee classified as Skilled Trades classification will be permitted to exercise shift preference on a plant wide basis.  22.03 An employee being bumped to another shift, as a result of this article, will be provided 5 days’ notice.    **Article 23**  **OVERTIME**  23.01 Hours worked in excess of eight (8) hours in a normal workday or forty (40) hours in a normal work-week will be paid at a rate of time and one-half (1-1/2) the base hourly rate.  23.02 In the cases where an employee who is absent, not covered by the provisions of this agreement, hours in excess of 40 hours will be paid at time and one half (1-1/2 times) the base hourly rate.  23.03 Hours worked on Sunday will be paid at twice (2 times) the employee’s hourly rate  23.04 Overtime premiums shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime.  23.05 Overtime Scheduling   1. Employees, who work in a particular GAP, shall have the first opportunity for overtime in that GAP. When overtime is necessary in a GAP on a particular shift, overtime will be scheduled by rotation of the particular GAP. A list of the overtime worked by employees will be posted in the GAP. GAP overtime will be separated and scheduled by regular work week and weekend/Holiday overtime. A line will be drawn below the last person on the list scheduled to work. The next overtime opportunity will be offered to the next person on the list. This process will be used for all of production and maintenance GAP's. All employees wishing to volunteer for overtime outside their GAP may do so by signing the Voluntary Overtime Sign-Up Sheet posted in a designated area weekly. The administration of the Voluntary Overtime Sign-Up Sheet is designed to allow employees to volunteer for daily and weekend overtime. While the language is not specific as to the process for selecting volunteers, the intent of the parties is to fill vacant positions with qualified employees while attempting to rotate the opportunities among these qualified employees. When it becomes necessary to force daily overtime employees will be forced starting from the lowest seniority employee(s) rotating upward.  2.      If employees assigned to a GAP refuse available overtime, overtime will be offered to employees inside the GAP and then to qualified employees outside of the GAP who signed the Voluntary Overtime Sign-Up Sheet.  If there are not enough qualified volunteers from the Voluntary Overtime Sign-Up Sheet, the least senior employee, who signed the Voluntary Overtime Sign-up Sheet will be required to work.  3.     Qualified for overtime means having the ability to perform the particular job(s) within the GAP that is needed for the overtime assignment.  4.     If there are multiple start times within a GAP that result in extra hours, the extra hours will be assigned in accordance with overtime procedures outlined in this Agreement.  5. In keeping flexibility Weekly Overtime scheduling may be changed by the designated GAP, provided majority of GAP members agree.  6. Employees may be required to work weekends; however except as otherwise expressed in this agreement, an employee who has worked two or more consecutive weekends may decline to work the following (Third) weekend provided the employee has not been absent for any reason (excluding Union Business and paid absences provided for in this agreement) on any day during the week preceding the weekend, as long as it does not affect the GAP by 20%. Volunteers will be utilized from the Voluntary Over Time Sheet (VOT). In the event there are not enough employees signed up on the VOT sheet, low seniority employees in the GAP will be required to work.  **Article 24**  **SHIFT PREMIUMS**  24.01 A shift premium of forty cents ($0.40) per hour shall be paid to all employees working on the first shift (midnights) and twenty cents ($.20) to be paid for all employees working on the third shift (afternoons).  **Article 25**  **JURY DUTY LEAVE OF ABSENCE**  25.01 An employee summoned for jury duty will be excused from work for up to 30 days on which the employee serves, provided the employee has provided the supervisor as much advance notice, in writing, as is possible. Employees are required to report to work on those days when not required to report for jury service. Proof of having served, the period of time required and pay received will be required.  25.02 Seniority employees will be paid the difference between the amount paid by the court and the employee’s normal day’s pay (not to exceed eight (8) hours per day, five (5) days per week) or applicable hours.  **Article 26**  **FUNERAL LEAVE OF ABSENCE**  26.01 When death occurs in an employee’s immediate family (i.e., current spouse; parent or stepparent; grandparent or great-grandparent; parent, stepparent or grandparent or great-grandparent of current spouse; child or stepchild; brother, half-brother or stepbrother; sister, half-sister or stepsister; grandchild) a seniority employee, on request, will be excused for any three (3) regularly scheduled days of work or any five (5) regularly scheduled days of work in the case of the death of an employee’s current spouse, parent, child, stepchild (excluding Saturdays and Sundays) immediately following the death provided the employee attends the funeral. After making written application therefore, the employee shall receive pay for any scheduled hours of work per day for which the employee is excused (excluding Saturdays and Sundays). In the event the body of a member of the employee’s immediate family is not buried in Continental North America solely because the death has physically destroyed the body or the body is donated to an accredited North American hospital or medical center for research purposes, the requirement that the employee attend the funeral will be waived. Payment shall be made at the employee’s regular straight-time hourly rate on the last day worked. Employees may request personal leave for additional unpaid time off with the approval of the Company.  26.02 Employees may request unpaid time off for relatives not listed in 26.01. The Company will approve up to two (2) unpaid days provided the employee brings in signed documentation that he/she attended the service. Employee must notify the Company no later than three (3) working days prior to the service.  **Article 27**  **LEAVE OF ABSENCES**      **FAMILY AND MEDICAL LEAVE ACT OF 1993**  27.01 The Company will comply with the Family and Medical Leave Act of 1993.  Eligible employees are eligible for 12 weeks of unpaid leave during which time they will continue to accumulate seniority as described in the FMLA.  FMLA leave will be taken concurrently with other Company provided leaves.  The Company will not require seniority employees to use vacation time concurrently with FMLA leave, but seniority employees may choose to use vacation for such leave.  The Company shall use a rolling 12 month year for measuring use of FMLA time.  This Agreement shall be construed in a manner that complies with the Family and Medical Leave Act of 1993, and the Company shall have the right to exercise any option available under the Act.  **MEDICAL LEAVE OF ABSENCE**  27.02 An employee who is unable to work due to a valid claim of illness or injury and is not eligible for FMLA leave may request a medical leave as follows: the employee must notify Human Resources within three (3) days stating the nature and the approximate length of the disability.  (Employee must continue to additionally comply with the procedures under the absentee policy in the handbook in reporting daily absences.)  The employee must then apply for a medical leave.  The leave will be subject to approval by the Company.  Human Resources may investigate to determine the validity of all such claims of disability.  Before an employee is permitted to return to work, following a medical leave, the employee must notify the Human Resource Department of their intention to return to work at least twenty-four (24) hours in advance of their regular starting time and present to Human Resources a doctor’s note indicating the employee’s ability to return to work.  At all stages of this process, the Company may require medical documentation satisfactory to the Company.   Medical Treatment During Working Hours   Hours — Time Allowance  An employee who suffers a work injury or contracts an occupational disease in the course of employment by the Company will be compensated for the working time lost on the day in which the accident or illness takes place.  Any additional medical treatment needed after the day of injury or illness will be excused, with appropriate documentation, without pay. In addition, on the day of the work injury, employees requiring medical treatment beyond their scheduled work hours will be paid for such treatment time up to four (4) hours at the applicable rate provided such employee presents suitable evidence of the time spent in treatment.  **Personal Leave of Absence**  27.03 Unpaid Personal Leaves of Absence may be granted with no break in seniority for reasons acceptable to the Company.  The leave may be extended by mutual agreement of the Company and the Union.  Unpaid personal leaves will only be granted after all vacation has been taken and must be requested and approved by the Company.  **Article 28**  **LEAVE FOR UNION BUSINESS**  28.01 An employee elected or appointed to a Union position or selected by the Union to do work which takes him/her from his/her employment with the Company shall, upon written request from the Union, submitted to the Company at least three days prior to the first day of absence, receive a temporary leave of absence for the period of his service with the Union, and upon his/her return shall be reinstated at work in the line with his/her seniority status in the classification in which he/she was engaged last prior to his/her leave of absence; his/her seniority shall accumulate throughout the period of his/her leave of absence.  28.02 An employee with seniority, elected or selected for full-time Union service, shall be granted a leave of absence, without pay and benefits, for a period up to one (1) year provided such request is made in writing at least two (2) weeks in advance to the plant manager. An extension of one (1) year may be requested, annually.  **Article 29**  **SAFETY AND HEALTH**  29.01 Employee’s health and safety is a top priority at the Company.  29.02 Recognizing the benefits to be derived from a safe and healthy place of employment, the Company, Union and employees agree to the fullest extent to promote safe work practices, healthy conditions, housekeeping and enforcement of Safety rules.  29.03 A Plant Health and Safety Committee made up of management representatives and 1 Production employee and 1 Skilled employee will be formed and will meet on a monthly basis. The hourly employees will be appointed by the Union Plant Chairperson. A member from the Bargaining Committee shall be present at all meetings. The Company will send the team annually to the UAW Health and Safety training program conducted at the Walter and May Reuther Educational Center.  29.04 The function of the Committee shall be to advise management concerning Health and Safety matters, but not handle grievances.  In addition, the Safety Committee will work with Management to develop and implement the guidelines for safety training.  29.05 Mandatory safety equipment and devices will be determined by the Company in those areas requiring the use of such protective devices.  29.06 Employees will be responsible for maintaining protective equipment supplied and will be responsible for replacement costs if lost or damaged outside of normal expected use.  29.07 Failure to properly use and maintain such equipment is grounds for severe discipline.  29.08 Ongoing Health and Safety concerns that are not addressed within 2 days may be taken up through the grievance procedure. Grievances pertaining to unresolved Health and Safety issues shall be initiated in step 3 of the grievance procedure.  **Article 30**  **DRUG AND ALCOHOL**  30.01    Intent of Policy:  The Drug & Alcohol Policy is established to:                          1.         Ensure a safe work environment.                          2.         Protect employee and Company property.                          3.         Assure quality performance.                          4.         Enhance employee and Company security.  It establishes FAURECIA’s policy regarding the possession, sale, or use of drugs or alcohol while employed by FAURECIA and describes the methods to be used for drugs and alcohol screening.  30.02   Application:  The policy shall apply to employees when they are on Company time or on Company property, including but not limited to all facilities, land, building, structures and installations, and also to automobiles, trucks, and other vehicles, whether owned, leased or used by the Company.  The policy also applies to employee conduct off Company time or property if such conduct in any way affects the employee’s ability to safely or properly perform his or her job, if it results in the presence of detectable levels of prohibited substances in the body or a blood alcohol level of 0.04% or higher while on Company time or property, or if it involves the conviction of a crime involving drugs.  30.03   Statement of Policy:  This policy prohibits the use, possession, concealment, transportation, promotion, transfer or sale of “prohibited substances,” defined as:              I.          Illegal drugs or controlled substances, including look alike, designer drugs, hemp products.              II.          Alcoholic beverages.              III.         Prescription drugs – except under the following conditions:   1. Each prescription shall be in the employee’s name. 2. Each prescription shall be no older than one year from the date issued. 3. Employees shall possess only enough medication that is normally required for their current use. NOTE: The Company reserves the right to have a Company Physician determine if a prescription drug or medication produces effects that may restrict the employee’s ability to perform his or her job safely and efficiently. This may result in restricting the employee’s work activity.   30.04    Implementation of Policy: The following procedures will be employed to carry out this policy.   I.     Employee Privacy  Counseling, testing, and Fit For Duty will be reasonably conducted with respect and due regard for the personal privacy of each employee.   II.    Testing - Employees or potential employees may be required to consent to substance testing, including, but not limited to, urinalysis or breath tests.  Blood testing may be used only when unusual or mitigating circumstances warrant.   1. To be considered for employment 2. If the employee is found in possession of any prohibited substances or materials having the appearance of prohibited substances on Company time or property.   If B above occurs, the employee will be placed on suspension for the balance of the shift. If the drug test results are negative, the employee will be paid for work hours missed during the suspension.   1. Following an accident or incident in which serious safety precautions were violated, negligent acts were performed, an employee is injured requiring third party medical treatment, or significant property damage occurs. 2. On a random basis where required by law (e.g. DOT) 3. All matters of testing shall be performed by an outside source. i.e. local clinic or hospital employing a certified Medical Review Officer (MRO). The Company shall promptly notify the unit Chairperson in writing of all incidents where a drug or alcohol Fit for Duty is deemed warranted by the Company and provide reason(s) for such testing. It is further understood by the parties that the definition for positive tests will be the current D.O.T. standards and shall remain unchanged.    III.   Reasonable Suspicion  “Reasonable suspicion” for purposes of II B and III, includes, but is not limited to:  observation of behavior such as slurred speech, unsteady walking, breath or odor; observation of physical manifestations frequently associated with some forms of substance abuse, e.g., needle marks, sudden nosebleeds, frequent illness not explained by other medical conditions; other behavior or symptoms which supports a finding of reasonable cause the employee will be required to complete a fit for duty by a certified medical person for just cause and a positive test will result which may require an employee to consent to substance testing, including, but not limited to, urinalysis or breath tests.  Blood testing may be used only when unusual or mitigating circumstances warrant.  a. Where there exists reasonable suspicion that an employee has used or possesses prohibited substances.       b. Following an accident or incident in which serious safety precautions were violated, negligent acts were performed, an employee is injured requiring third party medical treatment, or significant property damage occurs.             IV.        Refusal to Submit to a Fit For Duty or Drug Test and the Consequences of Positive Results   1. No employee Fit For Duty or substance test will be conducted without the employee’s consent. 2. If an employee;    1.         Refuses to consent to a Fit For Duty or drug test, the employee discipline up to and including discharged   2.         Consents to a drug test and the test results are positive; the employee will be counseled and is subject to termination.  The employee’s prior employment record and impact of current behavior will be considered in determining the appropriate course of action.   V.         Last Chance Agreement Individuals discharged for violation of the Company’s Alcohol and Drug Policy may, at the Company’s sole discretion, or as a grievance settlement, be offered the opportunity to enter into a “Last Chance Agreement”.  Under the Last Chance Agreement, an employee may be returned to employment after thirty (30) days under the following conditions:   1. The employee acknowledges in writing that he/she has, or had, a substance abuse problem; 2. The employee certifies that he/she was successfully treated by a State of Michigan Licensed Drug Rehabilitation Program or State certified addiction counselor; 3. The employee agrees in writing to submit to testing on demand for the remainder of the Last Chance Agreement; 4. The employee will be discharged for any violation of the Last Chance Agreement or this Policy;   Upon the request of the affected employee, the Union may be involved in discussions regarding last chance agreements.   Under the Last Chance Agreement, an employee may be returned to employment after thirty (30) days under the following conditions:  30.05    The Employee Assistance Program   a.         FAURECIA recognizes that an employee’s job performance may be adversely affected due to a variety of reasons, including personal problems, emotional illness, substance abuse, etc.  It further recognizes that many problems may be treatable, and will support employees who actively seek help for their problems.  Employee support is provided within the organization through the Employee Assistance Program.   b.          Employees who voluntarily request assistance in dealing with a substance abuse problem may participate in the Employee Assistance Program.  Requesting such assistance will not jeopardize continued employment.  However, volunteering to participate in the Employee Assistance Program will not prevent counseling or termination for violation of this policy or any other Company policy.  **Article 31**  **Reduction of the Cost of Health Insurance**  31.01 The Company and Union will meet for the purpose of reducing the cost of health insurance.  Any decision under this letter of agreement will be with the mutual agreement of the Company and the Union.  **Article 32**  **Tuition Reimbursement**  32.01   The Company will reimburse seniority employees for tuition only for business related courses that are taken at accredited degree or certificate granting schools.  In order to be eligible for tuition reimbursement, the employee must receive approval of the course prior to commencement of classes and have received a grade of “C” or better.   The Company will reimburse the tuition after the completion of the class and submission of the course grade transcript.  Tuition reimbursements under this letter of agreement are limited to $5,000.00 per calendar year.  Hardships will be evaluated on case by case basis to determine if tuition reimbursement is paid up front with proof of enrollment.  **Article 33**  **Dress Code**  33.01 The Company will provide at no cost to the employee the first set of American Made, Union printed shirts that it requires employees to wear.  It will also provide replacements that are no longer useable due to normal wear and tear. The UAW Logo will be equivalent size as the Faurecia Logo and placed on the back of the shirt and placed at the top center.  33.02 All Uniforms will have Company name/Logo and UAW 892 Logo  **Article 34**  **New Classifications**  34.01  If the Company decides to create a new job or combine or substantially change current job classifications, the Company will meet with the Union at least thirty (30) calendar days’ in advance of the change. The parties will meet to review the classification changes and the pay rate that the Company intends to apply. If the Union requests, the Company and Union will promptly meet to discuss the matter and negotiate the pay rate within the current pay structure in the Collective Bargaining Agreement.  If the parties fail to agree the Union may submit the reasonableness of the pay rate to the grievance and arbitration procedure.  While the grievance is being processed the pay rate will be one of the currently identified rates in the Collective Bargaining Agreement and will remain in effect.  Any change as a result of the grievance or arbitration will be retroactive.  **Article 35**  **PAYCHECKS**  35.01 The Company will pay employees on a weekly basis, by direct deposit or pay card. Any negotiated Bonus or Lump Sums identified in this Collective Bargaining Agreement will be disbursed separately. In cases of pay shortages, the employee should immediately notify his/her Supervisor to correct the shortage with Payroll. In cases of rate shortages or benefit shortages, the employee should immediately notify his/her Supervisor to correct. Shortages over eight (8) hours as a result of the Company will be processed on a pay card within forty eight (48) hours after being notified. Pay shortages as a result of the employees fault or shortages of less than eight (8) hours will be processed on the next pay period.  Overpayment Notices  35.02 The Company will not deduct from an employee’s pay amounts by which he may have been overpaid in previous pay periods. This does not apply, however, to overpayments which are the result of clerical or mechanical errors in calculating an employee’s pay, where such error is discovered and the employee and Union are provided a written time stamped notification indicating the amount of the overpayments and the pay ending dates of the overpayments within 15 days of receipt of the erroneous pay. Deductions will itemized on the employee’s paycheck stub, pay envelope or equivalent method.  **Article 36**  **SEPARABILITY/SAVINGS CLAUSE**  36.01 Should any Federal, State or local law make any provision of this Collective Bargaining Agreement invalid, and then such provision will be considered null and void. No other part of the Agreement shall be considered to be invalid and shall continue in full force and effect for the duration of the Agreement.  **Article 37**  **Zipper Clause**  37.01 Waiver of Bargaining Rights and Amendments to Agreement.  During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain.  Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not:  (a)       such matters are specifically referred to in this Agreement;  (b)       such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed.  As used in this Section, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party.  This Agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, after exercise of the right and opportunity referred to in the first sentence of this Section, and finally determines all matters of collective bargaining for its term.  Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union.  **Article 38**  **No Fault Attendance and Tardiness**  Daily, regular attendance is a critical element of your overall job performance.  Other people are counting on you to be at work and teamwork is a key element of our culture at Faurecia.  We understand that occasional emergency situations will arise, but it is important that we each understand our commitment to our fellow employees.  If it is necessary for you to miss work unexpectedly or you are going to be tardy (late for your scheduled shift) you must call into the employee attendance line (telephone number 888-378-8407) prior to the beginning of your schedule shift.  Employees are expected to be on the job, ready to work, at the beginning of the shift.  Punching in at your start time, then walking to your work station will result in you being late for work, even though you punched in on time.    Doctor or dental appointments, meetings with children’s teachers, etc. should be scheduled outside normal working hours, whenever possible.  If this is not possible, your supervisor must be notified as far in advance as possible, and you will be required to use vacation time for attendance at these functions.    Attendance will be computed over a rolling twelve (12) month period.  Definitions:  Tardy or early out = ½ point, tardy of greater than one (1) hour the Company also reserves the right to send the employee out of the Plant without pay  Absence (with call in) = 1 point  Absence (without call in) = 1 point plus discipline  Approved leaves of absence, holidays and vacations will not count as occurrences under the Attendance control process.  Failure to appear for scheduled overtime, when requested, may result in the application of being assigned points.  Violations of the Attendance Policy will be handled as follows:  Four (4) points – Verbal Warning  Six (6) points – Written Warning  Eight (8) points – Suspension - Five (5) Day  Nine (9) points – Suspension – Ten (10) Day  Ten (10) points – Termination of Employment  **Article 39**  **DURATION OF AGREEMENT**  35.01 This Agreement made and entered into 1st day of June, 2015 and shall continue in full force between the Company and the Union until the last day of May, 2019, and from year to year thereafter unless at least sixty (60) days prior to the expiration date or any anniversary date thereafter, either party notifies the other in writing of its desire to terminate, modify or amend the Agreement, in which event the Agreement shall terminate on the expiration date of the year in which the notice was given.   Signed and approved by the accredited representatives of the parties this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 201\_\_.    **INTERNATIONAL UNION UNITED**  **AUTOMOBILE, AEROSPACE**  **AND AGRICULTURE IMPLEMENT**  **WORKERS OF AMERICA**,                                                                **FAURECIA AUTOMOTIVE INTERIORS, INC.**    By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    **Appendix “A”**  **Wage Schedule**  GAP Leaders and Repair will receive an additional $1.00/hour more than an operator  Stitchers will receive an additional $2.00/hour more than an operator  The wage schedule does not include shift premiums. The wage rate will go in to effect on the first Monday of the month following the below dates.  **Wage Rates**  Christmas Bonus of $400 will be paid out the first week of December, in 2016, 2017 and 2018. All seniority employees will receive the bonus.  Perfect Attendance Bonus of $500 will be paid each semester to all seniority employees who have worked all full scheduled time. Semester is January thru June and July thru December each year commencing July 1, 2015.   |  |  | | --- | --- | |  |  | |  |  |    \* An employee receiving a job bid to Maintenance, Tool and Die, Electricians or Process Technician will be considered a trainee for 2 years and will initially receive a wage $2.00 less than the contractual rate. Every six months a $0.50/ hour increase will be given until the contractual rate is achieved. These employees will only be allowed to exercise shift preference with other trainees within their classification.    **Appendix “B”**  1. Medical, Prescription Drug and Dental Benefit: The Company agrees to provide for seniority employee’s medical benefits coverage under the Company Group plan.  These benefits are the same as the previous collective bargaining agreement.Subject to the maximums of insured services and co-payments provided by the Master Policy.  The employee may choose to cover dependents in addition to the employee.  The employee will pay the following rates per week for coverage:  **Coverage                                  2015          2016         2017        2018     2019**  **Employee                               $15.00         $15.00      $15.00     $15.00    $15.00**  **Employee + One                     $20.00         $20.00      $20.00     $20.00    $20.00**  **Family                                    $20.00         $20.00  $20.00   $20.00   $20.00**  The Company will pay $40.00 per week to employees who have proof of other coverage and choose to waive coverage for medical, prescription drug, vision and dental benefits described in Appendix “B” for the full calendar year.  **2. Group Life and Accidental Death and Dismemberment (AD&D):** The Company will provide to all eligible seniority employees group life and AD& D insurance.  Effective upon ratification the Company will provide $30, 000 of life insurance and $30,000 of AD&D.  For each successive year, the Company will provide an additional $5000.00 of life and AD&D each.  **3. Short Term Disability:** The Company will provide to all full time seniority employees a maximum of 26 weeks of short term disability, subject to a 5 day waiting period for each period of non-consecutive disability in accordance with the following schedule.  Effective June 1, 2015 - $340 Per Week   1. **401k:** The Company will match fifty (50%) percent of seniority employee’s first six (6%) percent contributed to the 401k program.     The first Monday following January 1, 2018 the company will match sixty (60%) percent of seniority employee's first six (6%) percent contributed to the 401K program.  The first Monday following January 1, 2019 the company will match sixty (70%) percent of seniority employee's first six (6%) percent contributed to the 401K program.  The employee’s interest in the Company contribution will vest twenty (20%) percent per year. All employees will be automatically enrolled, upon hire, into the 401k plan at six (6%) percent contribution. Those employees who wish not to participate may opt out of program at any time after initial enrollment.  **5. Suspension and Termination of Benefits:**  The Company will terminate benefits at the date of employment termination and/or retirement.  **6. Federal or Social Security legislations:** Should any federal or Social Security legislations be enacted and put into effect during the term of this Agreement providing benefits like any other contained therein and proposing all or any part of the cost hereof upon the Company and the employee then to that extent only shall such benefits provided herein become inoperative and any policy or policies of insurance providing the same cancelled and the Company shall be relieved of the cost thereof in order to avoid duplication of costs in addition we need to add language for training employees |
| **Contract Books**  The parties agree that the Company will provide each bargaining unit employee at the Faurecia Saline Plant a contract book with the Company and the Union logo on the front cover. Books will be produced by a unionized print shop and provided to the membership no later than three (3) months after ratification.  **Plant Closing**  Should it become necessary to close Saline, indefinite layoff or a permanent reduction in force in any facility in Michigan, the Company will hire members in seniority order from the closed facility to fill openings at FIS locations in Michigan before hiring from outside the bargaining unit. |

**JOB CLASSIFICATIONS**

Operator

PC&L

Quality Lab Technician

Process Technician

**SKILLED TRADES**

Maintenance

Tool & Die

Electrician

Power Maintenance

**LETTERS OF UNDERSTANDING**