

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

AUTOPORT (MICHIGAN) LIMITED

Flat Rock, Brownstown, Michigan Locations

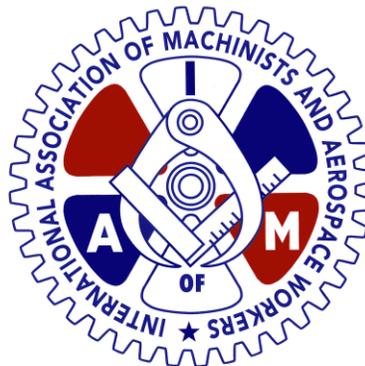


And The

**International Association of Machinists
and Aerospace Workers, AFL-CIO**

Mechanics' Motor City Local Lodge No. 698

EFFECTIVE DATES FROM



April 19th, 2024 Through April 18th, 2028

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AGREEMENT

This Agreement made and entered into by and between AUTOPORT (MICHIGAN) LIMITED, One International Drive, Flat Rock, Michigan, 48134, and 20260 King Road, Brownstown Township, Michigan, 48183, hereinafter referred to as the "Employer" and Mechanics' Motor City Lodge No. 698, International Association of Machinists and Aerospace Workers, hereinafter referred to as the "Union." The purpose and intent of this Agreement is to promote and encourage harmonious industrial relations between the parties in all matters pertaining to wages, hours, rates of pay, working conditions and other conditions of employment.

Provisions of this Agreement which are not in conformity with any valid Federal, State or Municipal law shall become null and void without voiding the remaining provisions of this Agreement.

ARTICLE 1 – APPROPRIATE UNIT

The appropriate unit for the purpose of collective bargaining under this Agreement shall specifically include the classifications listed in Article 20 – WAGES, as the result of N.L.R.B. certification number 7-RC-22953.

The Employer recognizes the Union as the sole and exclusive representative of all employees in the appropriate unit in all matters pertaining to wages, hours, rates of pay, working conditions and other conditions of employment and in the handling and adjusting of grievances.

ARTICLE 2 – NON-DISCRIMINATION

The Employer agrees not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, disability or marital status.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1: The Employer has the right to operate and manage the business, control production, maintain order and efficiency, and hire, promote, transfer, demote, layoff and discipline or discharge employees for just cause. The rights reserved to Management herein will be exercised in a manner that is consistent with the terms of this Agreement.

Section 2: The Employer shall have the right to make, publish and post working rules and regulations for observance by employees.

Section 3: The Corrective Action Policy in force as of the signing of this Agreement is acceptable to both the Union and the Employer.

Section 4: Any subsequent modification, alternation, deletion or addition to said Corrective Action Policy must be mutually acceptable to both the Union and the Employer, with written notice of the agreed policy change forwarded to the Shop Steward and the Union.

Section 5: Prior to implementation, changes to any Employer rules, regulations, and / or policies shall be posted for three (3) days by the Employer.

Section 6: An employee may be discharged by the Employer for the violations of the corrective action policy for hourly employees.

ARTICLE 4 – UNION SHOP

Section 1: All employees covered by this agreement shall become / remain a member in good standing of the union as a condition of employment of the employer.

Section 2: The Employer shall not interfere with, restrain, or coerce any employee covered by this Agreement because of membership in or activity on behalf of the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will they discourage or attempt to discourage membership in the Union or attempt to encourage membership in another Union.

Section 3: Probationary Period:

- a) The Employer and the Union mutually agree and recognize the first ninety (90) working days after the payroll earnings begin as the probationary period during which time new employees may be released without recourse to the grievance procedure contained in this Agreement.
- b) Should a temporary employee not perform work for the Employer for a period exceeding sixty (60) calendar days, the current temporary service term for that employee will be considered ended. A temporary employee who is hired as a regular employee of the Employer shall have all days worked as a temporary employee reduced from the ninety (90) working day probationary period as defined in Section 3a).

Section 4: Union Membership:

- a) All present employees covered by this Agreement who are members of the Union shall maintain such membership to the extent of current monthly dues and initiation fees and reinstatement fees, if any, as a condition of continued “Good Standing” Union membership.

- b) All employees hired after the date of this Agreement shall become members of the Union to the extent of current monthly dues and initiation fees and reinstatement fees, if any, as a condition of Union membership.
- c) Members in Good Standing are afforded all rights outlined in the Union's constitution, for example: the right to attend Local Lodge meetings where they can voice their concerns, the right to participate in voting on acceptance of their Collective Bargaining Agreement and / or the right to vote whether to go on strike or not. They also have the right to participate in elections for officers, shop stewards or bargaining committee members.

Section 5: New Employees

- a) The Employer agrees to involve the Union in the practice of new hires orientation. The Union Steward will inform the new hire of their rights and their obligations thereof, not to exceed twenty (20) minutes.
- b) Upon request from the Union, the Employer shall furnish a written report to the Union and the Shop Steward within sixty (60) calendar days stating the name, classification, hourly rate of pay, and date on which employee's payroll earnings began.

Section 6: The Employer agrees to meet monthly with the representative(s) of the Union and the shop steward(s) for the purpose of carrying out the terms of this Agreement, and to mutually resolve any issues that may arise with respect to the Bargaining Unit. The date and time of the monthly meeting will be mutually agreed to by the Employer and the Union. Employee meetings are not to exceed 30 minutes prior to the meeting between the Employer and the Union.

ARTICLE 5 – DUES CHECK-OFF

Section 1: Newly hired employees

- a) Upon a newly hired probationary employee's submission of a signed Union Membership Application to the Employer, starting with the following pay-period, the Employer shall begin deductions from the employee's wages in the amount of twenty-five dollars (\$25.00) weekly for the Union's Membership Initiation Fee.
- b) Only upon the successful completion of the employee's probationary period shall the Initiation Fee be submitted to the Union's Grand Lodge Headquarters. Should the employee be separated anytime during the probationary period, the employee shall be reimbursed directly by the Employer for any amount of the Union's Initiation Fee collected.

Section 2:

- a) The Employer agrees to deduct from non-probationary employee's wages all dues, initiation fees

and / or uniform Union assessments in amounts designated by the Union for each and every employee within the appropriate unit, provided, however, that the Union presents to the Employer written and signed authorization deduction slips for such dues, initiation fees and / or uniform Union assessments. The Employer shall submit payment electronically covering the items referred to above to the Union's Grand Lodge Headquarters no later than the twentieth (20th) day of the month. Failure to comply with the above will result in the Employer's account becoming delinquent.

- b) A check-off list shall accompany the deductions setting forth the name, amount of dues, badge number, and initiation fees.

ARTICLE 6 – SHOP STEWARD

Section 1: Employees covered by this Agreement shall be represented by a Shop Steward.

Section 2: For the purpose of layoff and recall only, the Shop Steward, by virtue of their position, shall have greater Seniority than any other employee covered by this Agreement.

Section 3: The Shop Steward shall be allowed a reasonable amount of time to investigate a grievance and/or conduct Union business with the Employer on the Employer's premises during their regularly scheduled hours, not to exceed thirty (30) minutes.

Section 4: The shop steward will keep management advised of safety issues existing in the shop including equipment requiring complicated safety repairs.

ARTICLE 7 – PAY PERIOD

Section 1: Employees covered by this Agreement shall be paid bi-weekly; pay and pay stubs shall be ready by 3:00 p.m. on Friday of each pay week. Check stubs will be provided electronically.

Section 2: Payroll errors: Provided the employee reports an error to their supervisor or the Terminal Manager before 3:30 P.M. Friday:

- A. any payroll shortage equal to one (1) day's pay will be corrected, and the payment will be made to the employee via check or direct deposit, no later than the next Friday.
- B. any payroll shortage greater than one (1) day's pay will be corrected, and the payment will be made to the employee via check or direct deposit, no later than the next Wednesday.
- C. Payroll shortages not covered by Section 3a) and / or Section 3b) of this Article will be corrected in the following pay period.

ARTICLE 8 – SENIORITY

Section 1: Seniority shall be defined as the continuous length of service with the Employer starting on the date an employee's payroll earnings began by the Employer as of their last hire-in date with the Employer. This date shall be the employee's Seniority date. When two or more employee's payroll earnings begin on the same day, the employee with the lowest last four digits of their social security number will be used to determine who will be placed first for Seniority purposes.

Section 2: Seniority shall prevail as outlined in Section 3 for shift preference, job bidding or shift schedule changes of more than three (3) hours. Where such Seniority right is exercised as outlined below, the shift or job chosen shall be retained for not less than nine (9) months unless a vacancy opens on another shift or shift schedules are changed by more than three (3) hours.

Section 3: When a vacancy occurs, a new position is created, or shift schedules are changed by more than three (3) hours, a notice of the change shall be posted on the bulletin board for a period of not less than seven (7) days and employees with Seniority may bid for such jobs provided they are qualified. The Employer will post job descriptions with job bids. The Employer shall determine the successful bidder, if any. In the event the Employer determines that two (2) or more bidders are equally qualified, Seniority shall prevail. Any disagreements on the above may be subject to the grievance procedure. The successful bidder shall be given a trial period not to exceed thirty (30) calendar days and if qualified shall remain on such job. While the Employer determines qualification, during this thirty (30) calendar day trial period, the training employee may elect to return to their previously held position. The training employee will retain rights to their previously held position for duration of the trial period. By mutual agreement between the Employer and the Union, said trial period may be extended for an additional thirty (30) days. An employee selected for new position, shift change, or vacancy shall be notified before the end of their presently scheduled workweek.

The above paragraph shall not be withstanding in cases of Lead Person and back-up Lead Person selection. The Employer shall have the right to select whichever employee, if any, it wishes to fill the position. The Lead Person shall be considered as a separate job classification and any party working within the Lead Person classification may be scheduled by the Employer without regard to overall Seniority.

Section 4: A current seniority list, complete with all employees' classification, and employment date, must be posted monthly where it will be accessible to the employees at all times; and, a copy of same shall be mailed to the Union.

Section 5: Employees shall lose their Seniority and their employment shall be terminated for the following reasons:

- a) If an employee quits.
- b) If an employee is discharged and the discharge is not reversed through the grievance procedure.
- c) If an employee is absent for three (3) consecutive working days without notifying the Employer and presenting reasons satisfactory to the Employer for such absence.
- d) If the employee fails to report to work on the day following the expiration of an authorized leave of absence, unless such failure is excused by the Employer.
- e) If the employee retires.
- f) If the employee gives false reason for a leave of absence.
- g) If the employee seeks or engages in other employment which interferes with their employment with the Employer.
- h) If the employee falsified their employment application.
- i) If a settlement with the employee has been made on the basis of total disability.
- j) If an employee fails to notify the Employer within twenty-four (24) hours of their intent to return to work from a layoff and / or fails to report for work within three (3) working days.
- k) If an employee has been on layoff and not performed work for twelve (12) consecutive months or a period of time equal to length of active service with the Employer, whichever is less.
- l) If the employee fails to possess valid driver's license. Must be kept on employee's person at all times.
- m) Absence due to non-occupational illness or injury in excess of twelve (12) months, except in cases whereby the Employer and Union mutually agree to extend the time period.
- n) Walk off the job or leave Employer premises without permission.

ARTICLE 9 – LAYOFF

Section 1: Prior Notification of any layoff, whenever possible, will be given to the employees. (shutdown) etc.

Section 2: There shall be no bumping between locations.

Section 3: In the event of a lay-off of less than fifteen (15) days, no employee shall be permitted to bump another employee in a different job classification. Seniority shall be the sole determination of placement within an employee's normal job classification.

Section 4: In the event of a lay-off of fifteen (15) days or more, the bumping of a junior employee in a different job classification of a senior employee shall be permitted, provided:

- a) the senior employee's skill, ability and productivity are at least equal to the junior employee. The Employer shall be the sole judge of the above. Disagreements are subject to the grievance procedure.
- b) A laid-off employee who elects to bump a junior employee in another classification for which they are qualified, shall remain in that wage group until they are laid off from that wage group, or

recalled to their original position.

- c) An employee laid off from their normal classification who bumps into a different classification must return to their original classification when their job is again available.

Section 5: Recall from Layoff:

- a) Layoffs of less than fifteen (15) days: it is each employee's responsibility while on layoff to be available by phone prior to 1:00 P.M. daily, at the most recent phone number on file with the Employer to see if they are being recalled to work the following day. It is the responsibility of the employee to ensure the phone number on file with the Employer is up to date. The Employer shall offer any available work to the most senior laid-off employee(s) and continue to offer work down the seniority list to the most junior employee. If senior employee(s) refuse the work, the most junior employee(s) will be mandated to return to work. Mandated employee(s) shall be notified by the Employer by phone prior to 1:00 P.M. daily of such mandatory work-assignment. Should any employee miss a call from the Employer prior to 1:00 P.M. in accordance with this Section, they will have until 2:00 P.M., that same day to contact their Manager in order to preserve their recall and seniority rights. They do not retain rights to the work offered for the following day, however they shall retain the work on the next day, provided their seniority allows. If their seniority does not allow, then they may be mandated to work in accordance with this Section. Any employee mandated to work in accordance with this Section who fails to report, shall be considered as refusing recall and shall lose all recall and seniority rights.
- b) In Layoffs of, or greater than fifteen (15) days in length: The Employer shall offer any available work to the most senior laid-off employee(s) and continue to offer work down the seniority list to the most junior employee. The Employer will first attempt to notify the employee to return to work by phone of said recall. Voicemail and/or text message will suffice as notice. If unsuccessful, the Employer will then notify the employee via certified mail at their last known address of recall. After receipt of notification, the employee will then notify the Employer within twenty-four (24) hours of notification to advise the Employer of their intent to return within seventy-two (72) hours of notification. In the case of certified mail, the seventy-two (72) hours starts with the signing date of the certified notification. In the case of no employee signature, the postage date of the first delivery attempt will be used to count the start of the seventy-two (72) hour period.
- c) It is the responsibility of the employee to ensure the phone number and address on file with the Employer is up to date.

ARTICLE 10 – LEAVE OF ABSENCE

Section 1: All leaves of absence as defined and provided for herein must be in writing with the signature of the Employer and the Union in order to be considered valid.

Section 2: Any regular full-time employee advanced to a position excluded from the bargaining unit, shall retain their Seniority under this Agreement for a period of ninety (90) Days. At the expiration of the ninety (90) day trial period, if such employee has not returned to work under this Agreement, they shall forfeit all seniority rights. Such leave of absence may be extended for an additional ninety (90) days by written mutual agreement signed by both the Employer and the Union.

Section 3: Personal Leave of Absence

Any regular full-time employee with at least one (1) year of Seniority may apply for a personal leave of absence without pay for legitimate personal reasons. Such leaves shall be granted at the Employer's sole discretion and each request shall be reviewed in light of the employee's length of service and the urgency of the reasons for the request. The maximum time length of time for a personal leave of absence shall be six (6) months.

Section 4: Medical Leave of Absence

Employees may be granted a medical leave of absence without pay upon presentation of documentation satisfactory to the Employer of bonafide disability, illness or injury. If the application for such leave is not made in writing within three (3) days after the accident, knowledge of the illness or disability, the absence shall be deemed to be a voluntary quit. The maximum length of time to be granted for a medical leave of absence shall be twelve (12) months, except in the case of illness or injury determined by the Michigan Bureau of Worker's Compensation determined to be occupational. In cases of occupational illness or injury, employees will be granted leaves of absence for the entire period established as medically necessary.

Section 5: Family Medical Leave Act

- a) Consistent with the Family and Medical Leave Act, eligible employees may take unpaid, job-protected leave for specified family and medical reasons upon request and providing sufficient documentation has been received.
- b) Any employee on an approved medical must return to work on the date that they are certified by a physician to do so.
- c) All full-time employees will have the {option} to use Vacation or Personal days, prior to FMLA or MLA for any approved Leave of absence. Employees will not be forced to utilize vacation or personal days Prior to utilizing the FMLA or a MLA.

Section 6: With the exceptions of the Grievance procedure as defined in Article 13, and Seniority as

defined in Article 8, and all rights granted by such, no other benefits defined within this Agreement shall accrue to an employee while on an approved personal or medical leave of absence, unless such benefit is otherwise specifically stated elsewhere within this Agreement.

Section 7: Any employee on a leave of absence as provided for above must make suitable arrangements for continuation of health and welfare payments prior to the approval of such leave by the Local Union and Employer.

ARTICLE 11 – ASSIGNMENT OF WORK

Section 1: The Employer agrees that all classifications of work contained in this Agreement come under the jurisdiction of, the Union and will use the Employer’s employees to perform all of said work, except as cited in Section 2.

Section 2: There shall be no subcontracting of work presently being done by Union employees, except:

- a) in cases whereby, the Employer lacks the necessary employees due to specialized skills or equipment being necessary, or
- b) the Employer, on a temporary basis, is in need of additional parties to work in a particular job classification due to an increased workload or shortage of the Employer’s employees and has already attempted to contact all laid off employees before proceeding to use the subcontracted “temporary” persons.

Section 3:

- a) No Temporary employee will work for the Employer longer than ninety (90) working days. A temporary employee shall be hired as a regular full-time employee by the Employer after ninety (90) working days.
- b) It shall be considered proper subject for the grievance procedure when the Employer reduces its force and subcontracts work previously performed by members of the bargaining unit inconsistent to Section 2b).

Section 4: Supervisors are not permitted to displace hourly employees.

Section 5: At no point shall an employee be forced to perform duties in another classification past their normal eight (8) hour shift, including on overtime days. However, the Employer will ask for volunteers. If there are not enough volunteers, the Employer has the right to use temporary employees to perform the duties.

ARTICLE 12 – DISCIPLINE / DISCHARGE

Section 1: The Employer shall not discharge any employee without just cause.

Section 2: Discharge and or discipline notice shall be given to the employee in writing within five (5) calendar days of the violation or knowledge of the violation. Should the Employer require additional time to investigate a potential discharge, the Union will be advised in writing within five (5) calendar days from the violation or knowledge of the violation.

Section 3: It shall be considered a disciplinary offense should an employee fail to comply with Safety Standards as prescribed by the Occupational Health and Safety Act or State of Michigan Health and Safety Act.

Section 4: Any employee who is discharged must be given written notice specifying reason and / or reasons for said discharge.

Section 5: An employee desiring to protest their discharge shall file a grievance in writing within ten (10) calendar days with their Union and Employer. The Employer's designated representative will answer the discharge grievance in writing within ten (10) calendar days after receipt with a copy to this Union.

Section 6: If a satisfactory disposition of the discharge grievance is not made as a result of the Employer's answer in Section 4 above, either the Employer or Union may proceed to the grievance procedure, Article 13, Section 1b).

Section 7: No employee shall be allowed to sign a voluntary quit in lieu of discharge without Union representation present (i.e.: Business Representative, Steward or Committeeman.)

ARTICLE 13 – GRIEVANCE PROCEDURE AND UNION LIABILITY

Section 1: In the event an employee or Union representative believes they have been unjustly dealt with, or any provisions of this Agreement have been violated, they shall proceed as follows:

- a) The employee will discuss their complaint with the Supervisor or Terminal Manager. If the complaint remains unsettled, the employee must write a grievance and submit it to the Terminal Manager within five (5) calendar days of the occurrence or knowledge of the occurrence. The Terminal Manager will give their answer in writing within five (5) calendar days after receipt of the grievance in writing.
- b) If a satisfactory adjustment is not made in Section 1a) of this Article, the Shop Steward and / or Business Representative may bring the grievance to the attention of the Terminal Manager or their designated representative within an additional five (5) calendar days. The Employer will give its answer in writing within ten (10) calendar days.
- c) If reply by Employer is not submitted to the Union within ten (10) days as specified in Section 1b)

of this Article, the grievance will automatically be moved to the next step of the grievance procedure.

Section 2:

- a) If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Section 1b) of this Article, either the Employer or the Union shall have the right to appeal the grievance to an impartial arbitrator under and in accordance with the rules of the Federal Mediation and Conciliation Service. Such appeal must be taken within ten (10) calendar days from the date of the Employer's answer in writing provided for in Section 1b) of this Article. The arbitrator shall have no power to add to or subtract from or modify any terms of this Agreement, or any agreement made supplemental thereto, or to establish or change any compensation. Their power shall be limited to interpreting and applying the Agreement to the matter in dispute.
- b) All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less all amounts the employee earned elsewhere during the period in question, as well as any unemployment compensation or other compensation of any nature that they may have received. No back pay shall be awarded for any period during which an employee, in accordance with their seniority standing, or for any other reason, would have been laid off or would not have been working. Compensation or money adjustment for either the Employer, Union, or employee(s) resulting from any grievance decision shall not apply for more than twenty-five (25) calendar days preceding the date the written grievance is received by the Employer.

Section 3: Both the Union and the Employer shall have equal opportunity to utilize the grievance and arbitration machinery contained in this Agreement.

ARTICLE 14 – STRIKES, STOPPAGES, LOCKOUT

Section 1: It is mutually agreed that all controversies and disagreements between the Employer and the employees, the Union and its members, including difference as to interpretation of the terms of this Agreement, shall be settled in accordance with the Grievance procedure provided herein and there shall at no time be any strikes, tie-ups of equipment, slowdowns, walkout, or any cessation of work or use of pickets on the part of the employees or the Union, nor shall the Employer use any method of lockout. Should either the Union or the Employer not accept and abide by the decision as set forth in the arbitration procedure above, then, in such instance, all provisions in this Agreement to the contrary, neither party shall have the benefits of this paragraph.

This provision shall not apply to the Employer's right to take legal or disciplinary action against employees who instigate or participate in an unauthorized and/or unlawful work stoppage or the Union

if it takes unlawful strike action contrary to this.

Section 2: The Local Union will serve upon the Employer a written notice, which notice will list the Union's authorized representatives who will deal with the Employer, make commitments for the Union generally, and in particular have sole authority to act for the Union in calling or instituting strikes or any stoppages or work; and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout, or any cessation of work, the Union shall take all steps possible to return the employees to work. These steps shall include, but not be limited to, prompt personal contact with any unauthorized cessation of work, to instruct the employees to return to work, to send letters or telegrams instructing the employees to return to work, and to instruct other employees to ignore such unauthorized activities and report to work. In exchange for the Union's sincere and diligent activities to induce the employees to cease their unauthorized actions, the Employer agrees not to hold the Union liable for such unauthorized acts.

Section 3:

- a) During the first twenty-four (24) hour period of an unauthorized work stoppage, the Employer shall have the sole and complete right to discipline, short of discharge, any employee participating in any unauthorized strike, slowdown, walkout, or any other cessation of work, up to and including a thirty (30) day suspension, and such employee shall not be entitled to or have any recourse to any other provisions of this Agreement.
- b) After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, the Employer shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slowdown, walkout, or any other cessation of work, and such employee shall not be entitled to or have any recourse to any other provision of this Agreement.

Section 4: It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to cross the lawful primary picket line of the struck employer's property, including the lawful primary picket lines at the Employer's place of business where the Employer is the struck employer.

ARTICLE 15 – DRUG AND / OR ALCOHOL TESTING

Section 1:

- a) The Employer may initiate a pre-employment drug-testing program and may adopt any drug testing programs or procedures for employees that are consistent with procedures adopted by the U.S Department of Transportation, provided that any such program will not provide for random

testing of employees if not so mandated by the Department of Transportation.

- b) In the event that the Employer determines to adopt such a drug-testing program, the Employer agrees to inform the Union and discuss the procedures involved in the program with the Union prior to its implementation.

Section 2: Random drug testing may apply should an employee be reinstated by the Employer subsequent to a prior drug screen test with a positive result. The Employer reserves the right to not offer the Last Chance Agreement in case of a positive drug and / or alcohol test result.

ARTICLE 16 – GENERAL

Section 1: Driver's License and Motor Vehicle Record

- a) The Employer has the right to secure a copy of the driving record of an employee from Michigan Secretary of State for purposes of determining that the employee has the legal right to operate vehicles.
- b) An employee's current valid driver's license must be in their possession at all times while operating Employer's and / or customer's motor vehicles.
- c) If an employee fails to possess a valid driver's license, they will be placed on an unpaid suspension until a valid driver's license is obtained. This unpaid suspension is not to exceed thirty (30) calendar days. If the employee does not obtain the valid driver's license in the specified time period, the employee will be separated from employment.

Section 2: A temporary transfer shall be one which, at the time of the transfer, it is anticipated that the transfer will be less than fifteen (15) working days in duration. The Employer shall offer the transfer to the employees with the highest seniority in the job classification, from which the transfer is to occur until the transfer is accepted; provided, however that the employees with the least seniority must accept the transfer if requested by the Employer. This shall include employees on lay-off.

Section 3: Working heat and air conditioning will be provided in all vans and Employer's vehicles.

Section 4: The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Section 5: The Employer shall provide a bulletin board for approved Union and Employer business.

Section 6: Authorized representatives of the Union shall be permitted to enter the Employer's premises during normal business hours upon notice to management.

ARTICLE 17 – SUCCESSOR IN INTEREST

Section 1: This Agreement shall be binding upon parties, hereto, their successors, administrators, executors and assigns. In the event an entire operation, or any separable, independent segment thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

Section 2: The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effected date of sale.

Section 3: In the event that employee's classifications and / or wages are affected by a merging or consolidation of locations because of purchase, acquisition or other means, representatives of the Employer and the Union shall, prior to the actual consolidation or merging, arrange a meeting to negotiate the proper classifications and wages of the employees affected.

ARTICLE 18 – HOURS OF EMPLOYMENT & WORKWEEK

Section 1: Workweek

- a) A workweek shall consist of the period between 12:00 A.M. Monday through 11:59 P.M. Sunday.
- b) The normal weekly work schedule shall be defined as forty (40) hours per week during any five (5) scheduled work days, with eight (8) hours each day or any four (4) scheduled work days, with ten (10) hours each day, consecutive if possible, exclusive of an unpaid lunch period shall constitute a normal day's work.
- c) The above is in no way a guarantee by the Employer of hours per day or hours per week for employees.

Section 2: Show up time

- a) Employees who show up for work and there is no work available shall be guaranteed two (2) hours pay at their applicable rate of pay.
- b) Employees starting work shall be guaranteed a minimum of four (4) hours work at their applicable rate of pay. In the event there is not four (4) hours work available employees shall not be required to remain on premises after assignment is completed.
- c) a) and b) shall not apply in case of an act of God, including fire, flood, tornado, severe rain and snow storm.
- d) In the event that the Employer does not have customary and usual work available, the Employer may offer a voluntary option to leave work, without pay, or may require employees to perform other duties within the facility.

ARTICLE 19 – BREAKS

Section 1: Employees shall be granted to at least one (1) hour rest period per day as follows:

- a) Fifteen (15) minutes paid break in first half of morning. Thirty (30) minutes unpaid lunch during middle of day. Fifteen (15) minutes paid break in second half of day, if scheduled five (5) hours or more.
- b) Employees shall be granted to additional fifteen (15) minute break periods if working more than their regularly scheduled shift and are to be taken in two (2) hour increments thereof.

ARTICLE 20 – WAGES

Section 1:

Classification:	Effective 04/19/2024	Effective 04/19/2025	Effective 04/19/2026	Effective 04/19/2027
Mechanic – State Certified	\$28.73	\$29.44	\$30.18	\$31.09
Utility	\$25.78	\$26.43	\$27.09	\$27.90
Mechanical Repair	\$25.78	\$26.43	\$27.09	\$27.90
Post Loader	\$22.76	\$23.33	\$23.92	\$24.63
Inspector	\$22.76	\$23.33	\$23.92	\$24.63
Senior Prep (Full Rate)	\$22.98	\$23.55	\$24.14	\$24.87
Junior Prep (95%)	\$21.49	\$22.02	\$22.57	\$23.25
Rail Load/Unload	\$21.71	\$22.26	\$22.81	\$23.50
ADMIN Load Builder	\$19.54	\$20.03	\$20.53	\$21.14
Rail Scanner	\$18.93	\$19.40	\$19.89	\$20.49
Shuttle	\$18.00	\$18.45	\$18.92	\$19.48

- a) A Senior Prep employee is an employee of the Prep Classification who has been employed by the Employer more than ninety (90) working days.
- b) A Junior Prep employee is an employee of the Prep Classification who has been employed by the Employer ninety (90) working days or less. Such Junior Prep Classification shall be paid ninety-five (95) percent of the full wage rate of the appropriate Senior Prep Classification
- c) Lead person is \$2.00 over the classification supervised effective.
- d) The Post Loader shall be a bid position and be awarded based on skills and ability as determined by the Employer. If the skills and ability are equal, the bid shall be awarded to the most senior bidder.
- e) It is understood that any willing employee in the Shuttle position will be cross-trained to work in the Rail Load/Unload position and vice versa.
- f) Should the Employer's business expand to include additional classifications, such classifications and applicable rate(s) of pay will be negotiated.
- g) When an employee from one classification performs work in another classification, the employee shall be paid at the other classification's rate of pay for all hours worked that day unless their regular rate of pay is higher, in which case they will be paid at their regular rate of pay.
 - a. All employees normally employed in the classification needing additional help are offered a minimum of their normal bid shift scheduled hours for that day.

ARTICLE 21 – OVERTIME

Section 1: Employees shall receive one-and-one-half (1 ½) times their applicable rate of pay for all hours worked in excess of eight (8) hours per day (or ten (10) hours per day for employees on a four (4) day workweek), or forty (40) hours per week.

Section 2: Employees will receive one-and-one-half (1 ½) times their applicable rate of pay for all hours worked prior to their regular scheduled shift, if called in prior to their regular scheduled shift, provided they have fulfilled the work requirements for the Employer on that regularly scheduled work day.

Section 3:

- a) Employees will receive one-and-one-half (1 ½) times their applicable rate of pay for all hours worked on their regularly scheduled day off, provided they have fulfilled the work requirements for the Employer on their regularly scheduled shifts during that workweek.
- b) Except where Sunday is a regularly scheduled shift employees will receive two (2) times their applicable rate of pay for all hours worked on Sunday, provided they have fulfilled the work requirements for the Employer on that day as well as their regularly scheduled shifts during that

workweek. Where Sunday is a regularly scheduled shift, employees will receive two (2) times their applicable rate of pay for all hours worked on their last scheduled rest day of the workweek, provided they have fulfilled the work requirements for the Employer on that day as well as their regularly scheduled shifts during that workweek. The workweek is defined in Article 18 Section 1a) of this Agreement.

- c) If an employee is late during the current workweek, the employee will be required to work the number of hours they were late before receiving the premium pay listed in Section 3a) and 3b).
- d) If an employee is late, or has an absence not covered by paid time off during the workweek, before receiving the premium rate:

The employee will be required to work the number of hours they were late.

And / or

In the case of an absence not covered by paid time off, the employee will have to work eight (8) hours (or ten (10) hours for employees on a four (4) day workweek) for each day missed.

Section 4: There shall be no pyramiding of overtime. Hours paid at a premium rate (time and one half or double time) are not counted toward the computation of any other overtime.

Section 5: All paid time off shall be included in the computation of overtime.

Section 6: Overtime shall be offered in order of seniority, mandatory in inverse order.

Section 7: Overtime lists shall be posted and kept up-to-date. All overtime work including Holiday work on any shift shall be assigned within the classification by seniority and on the shift where it occurs.

Section 8: The Employer shall post an overtime notice four (4) hours prior to the end of the shift. The Employer shall have the right, in the event of a customer emergency, to enforce overtime on a short time notice to meet customer demands.

ARTICLE 22 – PAID HOLIDAYS

New Year’s Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day – observed	Christmas Day
Veteran’s Day – observed	New Year’s Eve
An employee who served, or is currently serving, in active duty, shall be given first consideration for not working on Veteran’s Day.	

Section 1: To qualify for holiday pay an employee must have:

- a) Completed a probation period, and;

- b) worked eighty (80) or more hours per month, and;
- c) worked their entire scheduled work shift the day immediately prior to the holiday, or have used a scheduled paid personal day or paid vacation day, and;
- d) worked their entire scheduled work shift subsequent to the holiday, or have used a scheduled paid personal day or paid vacation day, and;
- e) worked the required shift on the Holiday, if scheduled to work on the Holiday;
- f) Vacation buy out days do not apply to sections c) and d).

Section 2: Any employee on lay-off at the time of the holiday shall receive holiday pay, only if the layoff commenced within ten (10) calendar days prior to the holiday.

Section 3: For holidays worked, employees shall be compensated at the rate of double (2) times their regular rate plus eight (8) hours straight time holiday pay, if qualified per Section 1 of this Article.

Section 4: Holidays will also be paid when holiday falls on the weekend or when a Vacation or a personal day is scheduled post or prior.

ARTICLE 23 – PERSONAL / SICK DAYS

Section 1: After completion of probationary period, and on each of the employee's seniority date thereafter, employees will be entitled to ten (10) personal/sick days, of which seven (7) will be paid at eight (8) hours straight time for employees on a five (5) day, eight (8) hour schedule or ten (10) hours straight time for employees on a four (4) day, ten (10) hour schedule. The remainder will be unpaid. The seven (7) paid days must be used in full day increments and scheduled at least twenty-four (24) hours in advance or be used on a day the Employer states there is no work available.

The remaining three (3) unpaid personal/sick days can be unscheduled and may be used in half day increments. Half day increments will be defined as a maximum of four (4) hours for employees on a five (5) day, eight (8) hour schedule or five (5) hours for employees on a four (4) day, ten (10) hour schedule.

Personal / sick days will be granted on a first come/first served basis. Personal days will be pro-rated for new employees.

On the first pay period after an employee's seniority date, an employee who has any remaining personal days from the previous year, hours for these days will be paid to the employee at one-and-one half times (1 ½) the employee's applicable hourly rate, and at the employee's normal shift hours.

Section 2: Unscheduled Personal Days

- a) Three (3) of the ten (10) personal days may be unscheduled and will be unpaid.

- b) After using all three (3) unpaid personal days, whether prescheduled or unscheduled, any additional unscheduled days will be counted as an attendance violation.

When a valid Physician's note is obtained and presented, points for an attendance violation will not be issued. Unless there are extenuating circumstances, an employee may present a maximum of three (3) physician notes within a rolling twelve (12) month period. Extenuating circumstances may be reviewed by the Human Resources department and the terminal manager.

ARTICLE 24 – VACATIONS

After 1	Year:	1 Paid Week
After 2	Years:	2 Paid Weeks
After 5	Years:	3 Paid Weeks
After 10	Years:	4 Paid Weeks
After 15	Years:	5 Paid Weeks

Section 1: Vacation Eligibility

- a) An employee must have worked at least seven hundred twenty (720) hours in the preceding twelve (12) months to qualify for any vacation.
- b) An employee must have worked at least sixteen hundred (1600) hours during the one year preceding the anniversary date of employment in order to receive forty (40) hours vacation credit.
- c) Those who have worked less than sixteen hundred (1600) hours shall have a pro-rated vacation, based on the percentage that the number of hours worked bears to sixteen hundred (1600).

Section 2: In the event a holiday falls within an employee's scheduled, approved Vacation period, they shall be granted an additional day with pay.

Section 3: All vacation time earned must be taken. Any requests for two (2) or more consecutive weeks must be approved by Human Resources and the Terminal Manager.

Section 4: Any employee who has earned vacation of two weeks or more may use one week (five (5) days for employees on a five (5) day, eight (8) hour schedule and four (4) days for employees on a four (4) day, ten (10) hour schedule) in daily increments, per year. Such requests must be in writing and in advance of requested day at least five calendar days prior to the Terminal Manager.

Section 5: Holiday pay, vacation pay, and paid personal days shall be counted as time worked and/or hours worked for vacation eligibility, health insurance, overtime eligibility.

Section 6: Each week equals seven (7) days off with forty (40) hours pay. The weekend will not require personal days off.

Section 7: No employee shall be denied, or be required to reschedule, any previously approved vacation and / or previously approved day off.

Section 8: One (1) employee per classification, per shift, shall be permitted to be off work due to vacation, scheduled personal/sick day(s), or sick leave, at one time.

ARTICLE 25 – BEREAVEMENT LEAVE AND PAY

Section 1: Eligibility:

- a) Must be a regular full-time employee (non-probationary).
- b) Employees on lay-off status, personal leave of absence or medical leave do not qualify.

Section 2: Duration:

Three (3) working days off with (8) hours pay each day. The days covered shall be the day of the funeral and one day prior to and following the funeral, or as otherwise mutually agreed between the employee and the Employer.

Section 3: Applies in cases of the passing of current spouse; children (natural, adopted or step); natural mother (or legal guardian); natural father (or legal guardian); brother; sister; step mother; step-father; step-brother; step-sister; present father-in-law, present mother-in-law; legal grand-parents; grandchildren.

ARTICLE 26 – UNIFORMS

Section 1: Employees will adhere to clothing standards and policy as defined by Employer standards. Any cleaning of garments, whether uniform or personal, will be done at the employee's expense.

Section 2: All employees are required to wear PPE as defined by Autoport (Michigan) Limited for their safety and welfare.

Section 3: The Employer shall provide to each employee, with at least one year's Seniority, with an annual clothing allowance. To qualify, a person must remain in the employ of the Employer at the time request for payment is made. The Employer reserves the right to determine the method of reimbursement. For Mechanical Repair, rail, rail prep and utility classifications, the clothing allowance shall not exceed two hundred and seventy-five dollars (\$275).

- a) For all other classifications, the clothing allowance shall not exceed one hundred and seventy-five dollars (\$175) annually.
- b) Clothing allowances shall renew on the employee's seniority date.
- c) Employer will accept receipts for purchases made for clothing up to ninety (90) days prior to the employee's seniority date.
- d) Payment shall be based on documented expenses for job related clothing that includes; outer wear, socks, pants, insoles and shirts and shall be paid in one lump sum.

Section 4: The Employer shall provide to each employee, with at least one years' Seniority, with an annual boot allowance. To qualify, a person must remain in the employ of the Employer at the time request for payment is made. The Employer reserves the right to determine the method of reimbursement.

- a) For Mechanical Repair, rail, rail prep and utility classifications, the Employer approved footwear allowance shall not exceed two hundred and fifty dollars (\$250) annually.
- b) For all other classifications, the Employer approved footwear allowance shall not exceed two hundred fifty dollars (\$250.00) annually.
- c) Boot allowances shall renew on the employee's seniority date.
- d) Employer will accept receipts for purchases made for footwear up to ninety (90) days prior to the employee's seniority date.

ARTICLE 27 – GROUP INSURANCE BENEFITS

Section 1: Insurance - Refer to plan booklets for the application of these benefits.

- a) The Employer and employees agree to make contributions as set forth in this Article to the Medical, Vision, and Prescription Drug Plans, Blue Care #00254196, and the Dental Plan, Delta #0001120001.
- b) The Employer shall continue to provide employees the benefits listed below. Such benefits will be funded by the Employer:
 - i) Term Life \$20,000
 - ii) Sick and Accident benefit in the amount of two-hundred dollars (\$200.00) per week for a maximum twenty-six (26) week lifetime benefit.

Section 2:

- a) Eligibility to group insurance benefits shall be based on the employee being non-probationary and

having been compensated sixty (60) or more hours in the prior month.

b) Insurance takes effect on the employee's 91st calendar day of employment.

Section 3: For employees hired on or before November 28th, 2018, the Employer shall contribute toward monthly insurance premium on a ninety-five (95%) basis and the employee on a five percent (5%) basis through payroll deduction for the life of the Agreement.

Section 4: For employees hired after November 28th, 2018, the Employer shall contribute toward monthly insurance premium on a seventy-five percent (75%) basis and the employee on a twenty-five percent (25%) basis through payroll deduction until April 18, 2025.

Effective April 19,2025 for employees hired after November 28th, 2018, the Employer shall contribute toward monthly insurance premium on an eighty percent (80%) basis and the employee on a twenty percent (20%) basis through payroll deduction for the life of the Agreement.

Section 5: The Employer will continue coverage for 30 days after a layoff. The Employee will pay their normal monthly contribution at time of layoff.

Section 6: One hundred fifty dollars (\$150) dollars maximum will be paid for Prescription Safety glasses on a two (2) year cycle for employees only.

Section 7: An opt out payment in the amount of two hundred (\$200) dollars will be made to the employee for each complete month an employee elects an alternative health care coverage. Employees who wish to opt out of the Company's insurance offerings must provide proof of supplementary insurance within thirty (30) calendar days of completing the ninety (90) day workday probationary period or during open enrollment.

Section 8: The Employer and the Union must mutually agree prior to changing the current carriers or the insurance coverage. At the request of either the Employer or the Union, a meeting between the Union and the Employer will be held as soon as practical to discuss alternatives, or newly available options to the current healthcare plan. Should any new healthcare plan be mutually agreed upon, such plan shall take effect at the next viable date.

ARTICLE 28 – PENSION & SELF CONTRIBUTING 401K PROGRAM

Section 1: Pension Plan:

- a) Employee eligibility shall be based on being non-probationary as defined in Article 4, Section 3.
- b) Contribution for the Pension will start at the completion of the employee's probationary as defined in Article 4, Section 3.
- c) The Employer contribution rate shown in the table below is limited to a maximum cap of forty (40)

hours per week per eligible employee.

- d) All new pension contributions will be directed bi-weekly or monthly to the IAM National Pension Program at the following rate:

April 19, 2024	\$1.40 per hour
April 19, 2025	\$1.40 per hour
April 19, 2026	\$1.50 per hour
April 19, 2027	\$1.50 per hour

The Union and the Employer agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor Collective Bargaining Agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate.

This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provision in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

At the request of either the Employer or the Union, a meeting between the Union and the Employer will be held as soon as practical to discuss alternatives, or newly available options to the current pension plan. Should any new plan or plan variation be mutually agreed upon, such plan shall take effect at the next viable date.

Section 2: 401(k) Benefit Plan:

The Employer will provide all employees covered under this Agreement access to a 401(k) benefit plan. This plan will be administered and controlled by the Employer and will be available for employee contribution only, based on current 401(k) rules and regulations.

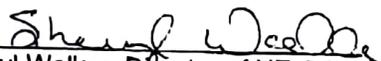
ARTICLE 29 – TERM OF AGREEMENT

This Agreement shall become effective the 19th day of April 2024, and shall continue in full force and effect until the 18th day of April 2028 after which date, this Agreement shall continue in full force and effect from year to year thereafter, unless written notice to change or modify any part or either party upon the other party serves all of this Agreement, sixty (60) days prior to the anniversary date.

It is the present intent of the parties that they extend the best efforts to negotiate any changes or modifications hereto on or before the expiration date.

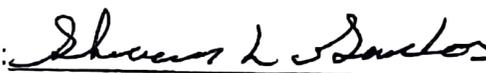
FOR THE EMPLOYER:
AUTOPORT (MICHIGAN) LIMITED

FOR THE UNION:
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

BY: 
Sheryl Walker, Director of HR & Labour Relations
Autoport Limited

BY: 
Anthony Robbins
Directing Business Representative

BY: 
Eric Kojtek, Terminal Manager
Autoport Limited, Brownstown

BY: 
Shawn Gombos
Shop Steward

BY: 
Lance Osmond, Regional Manager (US)
Autoport Network Supply Chain Solutions