

**AGREEMENT
BETWEEN
FAURECIA CLEAN MOBILITY
AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS AFL-CIO
AND ITS
LOCAL UNION NO.1424
EFFECTIVE MARCH 6, 2023
THROUGH MARCH 8, 2026
COLUMBUS, INDIANA**

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PREAMBLE

This agreement made and entered into this 6th day of March 2023, at Columbus Indiana, by and between Faurecia Clean Mobility hereinafter referred to as the “Company”, and Local Union No. 1424, International Brotherhood of Electrical Workers, A.F.L.-C.I.O., hereinafter referred to as the “Union”,

WITNESSETH THAT:

WHEREAS, the parties to the Agreement agree that the unit more particularly described in section 1.2 of Article 1 below is the appropriate unit for the purpose of collective bargaining and Local Union No. 1424, International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor and Congress of Industrial Organizations, has negotiated with the Company, and

WHEREAS, the Union represents that it has complied or will comply, and will continue to comply with the National Labor Relations Act, as amended, by filing with the Secretary of Labor and with the National Labor Relations Board the reports and affidavits required by such act, and

WHEREAS, the Company and the Union have engaged in collective bargaining as a result of which agreement has been reached.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the Company and the Union agree as follows:

**ARTICLE 1
RECOGNITION-DEFINITIONS**

Section 1.1 The Company recognizes the Union as the exclusive bargaining representative of all the employees of the Company in its Columbus North Plant, Columbus Indiana within the unit defined in Section 1.2 of this Article, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

The term "plant" as used herein shall mean the Columbus North Plant of the Company located at 601 South Gladstone Avenue, Columbus, Indiana, 47201, and any extension of the plant operations in its current location, as described in Section 1.2.

Section 1.2 The "unit" represented by the Union shall consist of all production and maintenance employees of the Company's Columbus North Plant, including any extension of Columbus North Plant at its current location, including GAP leaders, but excluding clerical, engineering functions, information technology, plant protection employees, and all supervisors. It is agreed that the exclusion of "clerical employees" from the bargaining unit shall exclude office employees and those plant clerical employees designated by the company.

Section 1.3 The term "employee" as used herein shall mean an employee of the Company in its Columbus North Plant within the unit represented by the Union. A "regular" employee as

used herein shall mean an employee who has seniority as provided in Article 14 of this Agreement; and a "probationary" employee, as used herein, shall mean an employee working within the unit represented by the Union but not having seniority as provided in Article 14 of this Agreement. Temporary employees are not covered by this collective bargaining agreement.

Section 1.4 No Interference. Neither Party shall interfere with, restrain, coerce, or discriminate in any way against any employee because of the employee's Union membership status.

ARTICLE 2 UNION SECURITY-CHECKOFF

Section 2.1 All employees who, upon the effective date of this Agreement, are members of the Union in good standing in accordance with the Constitution and By-Laws of the Union, and those employees who may thereafter become members of the Union during the term of this Agreement, shall, as a condition of employment, maintain their membership in the Union by the tender of periodic dues and the initiation fee uniformly required by the Union as a condition of acquiring or retaining membership therein. If any Union member is deprived by the Union of their membership for reasons other than the failure of the employee to tender the periodic dues and the initiation fee uniformly required by the Union as a condition of acquiring or retaining membership therein, such employee shall not be subject to discharge by reason of any of the provisions of this Section.

The Company and the Union agree that on the tenth (10th) day of each month the Union shall notify the Company, in writing, of the name of each employee who, on such date, is delinquent in their dues as much as thirty (30) days. Such notice shall be signed by the President and Financial Secretary of the Union, and such notice shall certify that it contains the names of all employees who, at that time, are delinquent as much as thirty (30) days. Each employee whose name appears upon the thirty-day list shall have a thirty-day period of grace, beginning with the date such list is furnished by the Company, within which to remove their delinquency. No employee shall be discharged for failure to maintain their membership pursuant to this Section unless the Union gives the notice required by this Section in regard to such employee and unless they have failed to remove such delinquency within their period of grace.

The union security provisions of this agreement shall be of no force and effect of any state to the extent that the making order for such provision is contrary to such states law; provided, however, that wherever any such state law is either declared invalid or is repealed or modified to making 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.

Section 2.2 The Company, for each employee within the unit represented by the Union who submits an individually signed authorization in a form complying with all applicable provisions of law, will deduct from the pay of such employee and transmit to the Union, the periodic dues and the initiation fees uniformly required by the Union as a condition of acquiring or retaining membership therein. Along with each transmission of deductions pursuant to this

Section the Company will furnish the Union two copies of a list of employees from whose paycheck deductions were made. The Company will also accompany such list with a list of employees having deduction authorizations on file who have been discharged during the preceding month and such employees who are on layoff or leave of absence as of the first of the month in which the list is forwarded and whose layoff or leave of absence began during the preceding month.

Section 2.3 Make-Up Dues. When an employee becomes delinquent in dues during the deduction period, and the Union notifies the Company in writing of such fact, the Company will withhold from the first weekly paycheck and each weekly paycheck thereafter received by such employee after their return to work one (1) month's make-up dues and transmit same to the Union except during the regular dues deduction week. No make-up dues will be deducted during regular dues deduction week. This will continue until the employee is current with their dues arrearages.

**ARTICLE 3
NON-DISCRIMINATION**

Section 3.1 The Company and the Union agree that in the administration of this Agreement, both Parties shall comply with all applicable Federal and State of Indiana laws relating to discrimination on the basis of race, color, gender, religion, national origin, sexual orientation, age, disability, veteran status, or any other prohibited by law.

**ARTICLE 4
MANAGEMENT RIGHTS**

Section 4.1 Except as expressly modified by a specific provision of this Agreement, all the authority, rights and powers which the Company had prior to signing this Agreement, and prior to the Union's certification as bargaining representative, are retained exclusively by the Company and remain exclusively and without limitation the rights of management. No provision of this Agreement and no relationship between the parties shall be construed to constitute or create any implied limitations on such authority, rights and powers of the Company.

Section 4.2 The authority, rights and powers retained exclusively by the Company, with only such modification as is expressly stated in a specific provision of this Agreement, include, but are not limited to:

- Direct, plan, and control operations including efficiency
- Establish the hours of work and number of hours to be worked, to assign overtime
- Establish and change work schedules
- Hire, promote, demote, and transfer
- Suspend, discipline, and discharge for cause
- Introduce new and/or improve production methods
- Determine products and services
- Determine production schedules, shift patterns, methods, processes, and means of manufacturing
- Establish the standard of quality, quantity, and work standards

- Establish, change, combine, or eliminate jobs, positions or classifications, as well as departments, sections and units
- Establish wage rates for new jobs and positions
- Establish and determine job content, design and assign work
- Establish and change work rules
- Manage the operation
- Determine source of supply, subcontract work
- Discontinue operations, transfer operations or portions thereof, to close the plant or a portion thereof
- Require drug and/or alcohol testing or screening for new hires, and for reasonable cause
- Condition retention, transfer or promotion on the successful taking of vocational or other aptitude tests and exams and to require physical and mental examinations
- The Company has the right to implement, administer and change the attendance policy; however, the company agrees to keep the 90 day earn back provision of the policy

Section 4.3 The failure to exercise a right or the exercise of a right in a particular way shall not be deemed a waiver of the right to exercise the right or exercise it in other ways not in conflict with the express terms of this Agreement.

ARTICLE 5 HOURS AND OVERTIME

Section 5.1 The workweek for the purposes of computing weekly overtime is defined by a period of 168 hours in seven (7) consecutive 24 hour periods. Dayshift hours shall not be later than 4:00 p.m. It need not coincide with the calendar week and could begin on any day and at any hour of the day. The Company shall have the right to change the workweek and will provide reasonable notice to the Union

Section 5.2 All hours worked in excess of forty (40) in the workweek shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay.

Employees shall be paid at the rate of two (2) times their regular rate of pay for all hours worked on the holiday. Holidays for the purpose of this Agreement are referenced in Article 9.1. Overtime payments shall not be duplicated nor pyramided under any of the terms of this Agreement.

Except for employees whose regular shifts require them to work on Sunday and whose schedule provides them some other day in the week as normal day off, all hours worked on Sunday shall be paid for at double the employee's regular rate of pay. When such excepted employees work seven (7) days within the Company's regularly established workweek, they shall receive premium pay at double their regular rate of pay for all hours worked on the seventh (7th) day within such regularly established work week.

Section 5.3 Modified Shifts. When the Company decides to modify shifts on a line during the week the employees assigned to the line will work the scheduled time. Notice of modified shifts will be posted no later than the end of the employee's preceding scheduled shift.

Section 5.4 Overtime during a defined weekend (6th & 7th day). When the Company decides to run overtime on a line during a defined weekend (6th & 7th day) the employee that has approved vacation on the full day before or the full day after the defined weekend (6th & 7th day) will not be required to work the weekend (6th & 7th day) unless they volunteer to do so.

Weekend Overtime: overtime volunteer lists will be made available by operation, by shift, to allow employees to volunteer for weekend overtime. Lists will be opened on Monday each week, closed on Wednesday at 12:00 noon, and no changes will be allowed after the list is closed. Employees selected to work weekend overtime are required to be qualified to work in the classification. Employees will also be required to work their full scheduled shift unless released by a supervisor or manager. Supervisor will release employee based upon seniority of the line.

Holiday Overtime: Employees selected to work holiday overtime are required to be qualified to work in the classification. Employees will also be required to work their full scheduled shift unless released by a supervisor or manager. Supervisor will release employee based upon seniority of the line. GAP Leaders will be required to work if their respective lines are scheduled. All other classifications will be scheduled by seniority of the plant. Holiday(s) will be scheduled in the following order: 1st by volunteers within the department, 2nd by volunteers within the plant, and 3rd by mandating employees in lowest seniority order.

The Company will post the weekend overtime schedule by 4:00pm on Thursday. The employees performing the work during regular working hours on the lines scheduled for overtime are obligated to work the overtime unless excused as follows: employees can request to be excused from the scheduled weekend overtime by signing the request off list by the end of the employee's shift on Wednesday. The written requests will be honored in seniority order, by shift, by classification, as long as 50% of the employees assigned to the line are working and there are sufficient qualified volunteers within the department/plant to cover the requests. When additional employees are needed to fulfill the weekend overtime needs, volunteers within the department will be given preference over plant volunteers by classification and seniority. If sufficient volunteers are not available plant wide the least senior employee in the department will be mandated.

Operators Only: On production lines with only one operator, the operator will be excused from weekend overtime if they have been forced to work the last two full consecutive weekends (Saturday and Sunday) on their assigned line. The company has the discretion to omit this if there is a major customer impact.

The Company may transfer employees within the employee's job classification during the employee's regular work hours without regard to shift pattern, but cannot require the employee to work daily overtime on a shift pattern other than their own.

The PC&L department will offer weekend overtime by seniority within the polyvalent skill/certification qualifications needed (Forklift dock, forklift operator, packmule operator, and

supermarket) within the department without regard to last person on the job, then by seniority. If sufficient volunteers are not available within the department the plant wide volunteer list will be utilized.

Employees signing the volunteer list to work the weekend, including temporary declassification, are volunteering to work any position at the designated rate of the open position and shall not retain their regular rate of pay for hours worked. Employees requesting voluntary declassification to work weekend overtime will be scheduled after all volunteers within the classification, both department and plant wide, have been scheduled. Employee must be qualified to perform the work available.

Temporary employees will only be utilized for weekend overtime after volunteer lists are exhausted and prior to mandating.

Exception: GAP leaders are subject to the following:

- A) 50% of the GAP Leaders within a department, per shift, may be required to work based upon production needs. This will have precedence over the following: A GAP Leader may request, and may be granted based upon needs, an excused absence if the GAP Leader has worked two (2) of the last four (4) consecutive calendar weekends. Based upon impact on a customer, the Gap Leader request may be denied.
- B) When a GAP works on more than one shift, only one GAP Leader may be excused on a weekend. This takes precedence over A) above, but will not be used to force a GAP Leader to work more than their scheduled overtime shift hours.

Failure to work overtime will result in an unexcused absence as defined by the Attendance Policy.

Section 5.5 The Company will provide rest time that will be defined by the shift structure of the assigned GAP. Rest time is defined in the following table:

Hours Worked	Total Rest Time Allowance
0 up to 4 hours	10 minutes
4 up to 8 hours	20 minutes
8 up to 12 hours	30 minutes

In addition to the rest time, the Company will provide a 20 minute paid lunch for employees scheduled on 3-8hr. shifts and 30 minute unpaid lunch for all other shift patterns. Shifts that are six (6) hours or less are not entitled to a lunch period.

Section 5.6 Reporting Pay. Any employee who reports for work at the beginning of their scheduled shift, who has not been notified not to report to work, shall be granted a minimum of four (4) hours of work or four (4) hours at their regular rate of pay and shall perform such duties as the Company assigns. The employee may elect to voluntarily leave with no pay instead of being

transferred to another job and will not be penalized a point for leaving. 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 work and shall perform such duties as the Company assigns. This paragraph shall have no application where the unavailability of such work is the result of a strike, fire, flood, power or equipment failure, Act of God or other cause beyond the control of the Company.

**ARTICLE 6
WAGES AND JOB CLASSIFICATION**

Section 6.1 It is agreed that effective March 6, 2023 the basic hourly wage rates set forth in Section 6.2 shall be in effect. In a declassification situation due to layoff, the employee will retain their current hourly rate until the first pay period following the completion of ninety (90) calendar days.

Section 6.2 The company reserves the right to determine total headcount and number of employees in each job classification, based on business need. The following classifications of work and rates of pay are effective March 6, 2023. The following job classifications and minimum rates replaces the previous performance-based wage increases and will be available at the Columbus North Plant:

	Tier 1			Tier 2			Tier 3		
	Seniority 0 - 3 years (2020-2023)			Seniority 4 - 6 years (2017-2019)			Seniority 7+ years (2016 and prior)		
	3/6/2023	3/4/2024	3/3/2025	3/6/2023	3/4/2024	3/3/2025	3/6/2023	3/4/2024	3/3/2025
I - Operator	\$17.00	\$17.50	\$18.00	\$17.80	\$18.30	\$18.80	\$20.80	\$21.30	\$21.80
II - Material Mover	\$17.30	\$17.80	\$18.30	\$18.30	\$18.80	\$19.30	\$21.00	\$21.50	\$22.00
III - GL1	\$18.50	\$19.00	\$19.50	\$20.00	\$20.50	\$21.00	\$23.40	\$23.90	\$24.40
IV - GL2	\$20.50	\$21.00	\$21.50	\$22.00	\$22.50	\$23.00	\$25.00	\$25.50	\$26.00
V - Welder	\$18.75	\$19.25	\$19.75	\$19.75	\$20.25	\$20.75	\$23.00	\$23.50	\$24.00
	Tier 1			Tier 2			Tier 3		
	Seniority 0 - 6 years (2017-2023)			Seniority 7 - 14 years (2009 - 2016)			Seniority 15+ years (2008 and prior)		
	3/6/2023	3/4/2024	3/3/2025	3/6/2023	3/4/2024	3/3/2025	3/6/2023	3/4/2024	3/3/2025
VI - Maintenance Tech	\$30.00	\$30.50	\$31.00	\$32.00	\$32.50	\$33.00	\$32.50	\$33.00	\$33.50
VI - Toolmaker	\$28.05	\$28.55	\$29.05	\$30.75	\$31.25	\$31.75	\$31.25	\$31.75	\$32.25

Maintenance and Toolmaker positions: The company has the discretion to hire new employees into a tier based on experience level. If the employee has not performed at the expected level during their probationary period, the company has the discretion to reassign the employee wage tier to the appropriate tier. Within 30 days after the ratification of the contract, the Company has the discretion to increase the tier levels of the Maintenance Techs and Toolmakers to align their performance with the wage level.

Employees in the position of backup Gap Leader will receive \$0.20 per hour above their current rate for all hours worked plus an additional \$0.80 per hour for all hours worked when performing Gap Leader role.

Shift Premium applies to 2nd and 3rd shift for traditional 3X8hr.

**ARTICLE 7
EMPLOYEE BENEFITS**

Section 7.1 The Company agrees to maintain its group major medical insurance either through self-funding, from a reliable insurance company or companies legally authorized to operate in the State of Indiana. It is agreed that the Company has the right to change insurance carriers or to transfer to or from self-funding plan.

The insurance policies providing the insurance benefits referred to in this Section shall provide for coordination of benefits with other insurance coverage, policies, and carriers and for maintenance of benefits with Medicare.

The insurance plans in effect as of March 6th, 2023, will continue in effect through March 31st, 2026—and shall be comparable from year to year. Employees who elect the HSA plan will receive annual Company contributions as follows in accordance with the benefit summary plan description:

- a. Employee Only: \$500
- b. Employee + Family: \$1000

Employee weekly contributions under these plans will be by payroll deductions, as follows:

Medical	<u>2023 to 2026</u>	
Coverage	PPO	HS A
Employee Only	29.54	20.82
Employee + 1	66.50	46.77
Employee + Family	80.05	55.97

Dental	<u>2023 to 2026</u>
Coverage	PPO
Employee Only	1.77
Employee + 1	3.96
Employee + Family	5.07
Vision	<u>2023 to 2026</u>
Coverage	PPO
Employee Only	0.31
Employee + 1	0.54
Employee + Family	0.84

New employees shall become eligible for the insurance benefits provided in this section upon the first day of the month following the employee’s date of hire.

	FCM Gladstone Union PPO	
	In-Network	Out of Network
Deductible	\$1,250/\$2,500	\$2,500/\$5000
Coinsurance	20%	40%
Coinsurance Max	N/A	N/A
OOP Max	\$3,100/\$6,200	\$6,200/\$12,400
OV Copay	\$30	Coinsurance after deductible
Specialist Copay	\$40	Coinsurance after deductible
Telemedicine Copay	\$0	Coinsurance after deductible
Urgent Care Copay	\$30	
ER Copay	\$200 copay	
Rx		
Tier 1 Generic Copay (30 day)	\$10	Retail copay plus 25% coinsurance
Tier 2 Pref Brand Copay (30 day)	\$40	
Tier 3 Non Pref Brand Copay (30 day)	\$85	
Tier 4 Generic & Pref Specialty	\$125	N/A
Tier 5 Non Pref Specialty	\$125	N/A
Mail Order 90 day	2x 30 Day Retail Tiers 1 thru 3 Only	N/A

	FCM Gladstone Union \$1,500 HDHP H S A	
	In-Network \$1,500/\$3,000	Out of Network \$3,000/\$6,000
Deductible	\$1,500/\$3,000	\$3,000/\$6,000
Coinsurance	20%	40%
Coinsurance Max	N/A	N/A
OOP Max	\$3,000/\$6,000	\$6,000/\$12,000
OV Copay	Coinsurance after deductible	Coinsurance after deductible
Specialist Copay	Coinsurance after deductible	Coinsurance after deductible
Telemedicine Copay	Full cost of service - Once deductible met \$20 copay	Coinsurance after deductible
Urgent Care Copay	Coins after deductible	Coinsurance after deductible
ER Copay	Coinsurance after deductible	
Faurecia H S A Contribution	\$500 Single / \$1,000 Couple Family	
Rx		
Tier 1 Generic Copay (30 day)	\$10 after deductible	Retail copay plus 25% coinsurance after deductible
Tier 2 Pref Brand Copay (30 day)	\$30 after deductible	
Tier 3 Non Pref Brand Copay (30 day)	\$60 after deductible	
Tier 4 Generic & Pref Specialty	\$100 after deductible	N/A
Tier 5 Non Pref Specialty	\$100 after deductible	N/A
Mail Order 90 day	2x 30 Day Retail Tiers 1 thru 3 Only after deductible	N/A

Section 7.2 Employees will be offered Life and Accidental Death and Dismemberment (AD&D) and Short-Term Disability coverage.

Group Life/Accidental and Dismemberment (AD&D) benefit shall be increased to the following:

January 1, 2024 \$45,000

SHORT TERM DISABILITY

The Short-Term Disability benefit will be paid as follows:

Weekly benefit will equal base hourly rate X 40 hours X 60% up to a maximum of \$485 per week before taxes.

Section 7.3 The Company will terminate benefits on the date of employment termination and or retirement. In the event that an employee is permanently laid off employee benefits will be terminated on date of employment termination.

Section 7.4 If through the grievance process an employee was determined to be wrongfully terminated, benefits will be reinstated back to day of termination at the same coverage levels as previously elected. Missed benefit premiums are the responsibility of the employee.

Section 7.5 The Company will match one hundred (100%) percent of employee’s first

three (3%) percent and fifty (50%) percent on the second three (3%) percent contributed to the 401(k) program. Employee’s interest in the Company contribution will vest immediately.

Section 7.6 Employees will be offered voluntary Accident, Critical Illness and Long-Term Disability (LTD) coverage. The Company reserves the right to offer additional voluntary benefits to employees. Employees who elect any such voluntary coverage will pay applicable premiums via payroll deductions.

**ARTICLE 8
GAIN SHARING**

Section 8.1 The Company reserves the right to establish from time-to-time bargaining unit wide gainsharing or other similar plans and to modify or terminate such plans. Prior to implementation, the Company will meet with the Union Committee to review and explain the terms of the plan.

**ARTICLE 9
HOLIDAYS**

Section 9.1 Paid Holidays. Employees will be paid and may be required to work on the following holidays:

2023	
Monday, January 2	New Years Day
Friday, April 7	Good Friday
Monday, May 29	Memorial Day
Tuesday, July 4	4th of July
Monday, September 4	Labor Day
Thursday, November 23	Thanksgiving
Friday, November 24	Day after Thanksgiving
Friday, December 22	Christmas Eve
Monday, December 25	Christmas Day
Tuesday, December 26, Wednesday, December 27, Thursday, December 28	Floating Holidays (3)
Friday, December 29	New Year's Eve
*TBD	Floating Holiday to be Scheduled

2024	
Monday, January 1	New Year's Day
Friday, March 29	Good Friday
Monday, May 27	Memorial Day
Thursday, July 4	4th of July

Monday, September 2	Labor Day
Thursday, November 28	Thanksgiving
Friday, November 29	Day after Thanksgiving
Tuesday, December 24	Christmas Eve
Wednesday, December 25	Christmas Day
Thursday, December 26, Friday, December 27, Monday, Dec 30	Floating Holidays (3)
Tuesday, December 31	New Year's Eve
*TBD	Floating Holiday to be Scheduled

2025	
Wednesday, January 1	New Year's Day
Friday, April 18	Good Friday
Monday, May 26	Memorial Day
Friday, July 4	4th of July
Monday, September 1	Labor Day
Thursday, November 27	Thanksgiving
Friday, November 28	Day after Thanksgiving
Wednesday, December 24	Christmas Eve
Thursday, December 25	Christmas Day
Friday, December 26, Monday, December 29, Tuesday, December 30	Floating Holidays(3)
Wednesday, December 31	New Year's Eve
*TBD	Floating Holiday to be Scheduled

2026	
Thursday, January 1	New Year's Day

Section 9.2 Holiday pay for eligible employees shall consist of pay at the employee’s regular straight-time hourly rate plus applicable shift premium for eight (8) hours for each of the designated holidays.

Section 9.3 Employees shall receive holiday pay subject to the following conditions:

- The employee must have completed the probationary period as of the date on which the holiday is observed.
- The employee must work their last full scheduled workday immediately before and their first full scheduled workday immediately after the holiday. Exceptions are limited to:
 1. Preapproved vacation
 2. Jury duty

3. Death in immediate family as defined by Article 11 Paid Leave Section 11.7 Funeral Leave
 4. Scheduled/unscheduled personal or dependent family member’s illness injury that is evidenced by treating physician certification
 5. No more than 2 hours late
 6. Mutual agreement between Union and Company.
 7. An employee on an approved medical or personal leave of absence will not be eligible for holiday pay during the period of leave.
- An employee scheduled for a business-related shutdown period during a period of time in which a holiday falls, will be eligible to receive holiday pay.

The Company will post the holiday overtime schedule at 4PM two working days prior to the holiday. See examples below:

Holiday Occurs On:	Overtime Posted On:
Monday	Thursday by 4PM
Tuesday	Friday by 4PM
Wednesday	Monday by 4PM
Thursday	Tuesday by 4PM
Friday	Wednesday by 4PM
Saturday	Thursday by 4PM
Sunday	Thursday by 4PM

**ARTICLE 10
VACATION**

Section 10.1 Vacations shall be scheduled based upon the operational requirements of the business. At the discretion of management, the number of employees who may be granted vacation at the same time may be limited.

Section 10.2 The Company may close the plant, wholly or partially, for a vacation period or periods. Unless the employee is needed to work during the shutdown, all employees eligible for paid vacations will utilize one week of paid vacation during the shutdown period. Notification of shutdown will be provided no later than August 15th each year. Employees with Family Medical Leave (FMLA) that exhaust all except one (1) week of vacation will also utilize the first week of shutdown as their remaining five (5) days of vacation. Employees entitled to paid vacation in excess of the shutdown periods will schedule the remainder of their vacation pursuant to Section 10.1.

Section 10.3 Employees must work 1,250 hours in the year prior to be eligible for vacation. Eligible employees shall be entitled to a paid vacation in accordance with this schedule:

Length of Employment	Accrual Amount
91 days to 1 year	40 hours less employee’s regularly, daily scheduled work hours for each unexcused absence during the probationary period. *
1 year to less than 5 years	80 hours (6.67 hours per month)
5 years, but less than 11 years	120 hours (10.0 hours per month)
11 years	128 hours (10.67 hours per month)
12 years	136 hours (11.33 hours per month)
13 years	144 hours (12.0 hours per month)
14 years	152 hours (12.67 hours per month)
15 years	160 hours (13.33 hours per month)
21 years	168 hours (14.00 hour per month)
22 years	176 hours (14.66 hours per month)
23 years	184 hours (15.33 hours per month)
24 years	192 hours (16.00 hours per month)
25 years +	200 hours (16.66 hours per month)

***Eligible employees must be hired May 16th or prior.**

It is the belief of the Company and the Union that it is critical that an employee does not miss work within the 90 day probationary period to ensure successful onboarding. Employees that resign with 2 weeks advance notice will receive their prorated vacation per the table above. However, employees that are terminated for cause will not receive their unused vacation. Employees that used more than their earned amount of vacation per the table above at the time of separation from employment will have the overage deducted from their final paycheck. Regardless of the above, employees with fifteen (15) years or more of seniority at time of ratification will receive their full allotment of unused vacation pay at the time of separation.

Section 10.4 Eligible employees who have satisfied their probationary period are eligible for vacation benefits according to the guidelines in section 10.3. Vacation will be available to employees on a calendar year basis, and the amount of vacation will be based on their calendar year seniority as of December 31st of the current calendar year.

Section 10.5 For unused vacation at the end of the year, the Company will allow up to 40 hours to be carried over to the following year. An employee must provide adequate evidence of vacation denial to be eligible for up to 40 hours of vacation pay. Evidence of vacation denial surrounding a holiday, or an unreasonable request will not be considered.

Section 10.6 During the hiring process, the following positions will be eligible for slotting, based on years of service: Maintenance and Toolmakers but not apprentices. These positions will be eligible for ten (10) days of vacation starting year one. For the sake of vacation accrual only, these positions will be regarded as having five (5) years of employment. The five (5) years does

not apply to seniority standing within the bargaining unit. This provision will not apply to any employee hired after the ratification of this agreement.

Section 10.7 The Company has the right to approve or deny vacation requests. Employees entitled to vacation must request the vacation time at least 24 hours in advance. The granting of such request will be by seniority as follows:

- Between January 1 and February 1, all employees will have the opportunity to put in for vacations throughout the year by supervisor; available slots will be granted by seniority.
- All vacation days afterward will be addressed by first come first serve each day. For example, three (3) employees put in for vacation the same day; at the end of the day, available slots will be granted by seniority.
- Vacation will be approved or denied within 48 hours after originally submitted to the Supervisor. The vacation request must be physically provided to the Supervisor or Manager for the timeframe to begin. If an approval or denial is not provided within 48 hours, the employee can bring the vacation request to the Human Resources department for further escalation.

The right to approve a scheduled vacation day is exclusively reserved by the Company in order to insure the orderly operation of the plant. Request for full week(s) of vacation will be given preference to partial week requests.

Section 10.8 Employees will have the ability to utilize one emergency single day vacation per semester. Employees must follow the call-off line protocol to utilize the single day vacation appropriately or it will be considered a no call, no show. Emergency single day vacations cannot be used in conjunction with a holiday identified within the CBA. Utilizing an emergency single day vacation does not excuse an employee from overtime. Emergency single day vacations do not rollover.

ARTICLE 11
LEAVES OF ABSENCE

UNPAID LEAVES

Section 11.1 Personal Leave. The Company may, in its discretion, grant a personal leave of absence without pay or benefits to an employee for a period not in excess of thirty (30) days one (1) time per year; proof of hardship will be required. A personal leave of absence may be granted by the Human Resources Manager and Plant Management when an extreme emergency or severe personal hardship is present. Leaves are generally granted for five (5) days or more. All personal leaves are unpaid and may not exceed thirty (30) days. Unused vacation must be taken before a personal leave is granted. Failure to return from a leave on the return date will result in discharge of employment.

An employee may be granted no more than three (3) days off without pay to attend funeral or memorial services for the death of the employee's aunt or uncle. A funeral leave of absence may be granted by the Human Resources Manager. Proof of death or relationship may be required. Employee is not required to use unused vacation time to cover this unpaid leave.

Section 11.2 Witness Duty. An employee subpoenaed to appear in court as a witness in a matter in which the employee is not a party shall be entitled to unpaid time off to honor the subpoena. On any day or half-day an employee is not required to serve as a witness, the employee is to return to work.

Section 11.3 Family and Medical Leave. The Company will provide eligible employees up to twelve (12) workweeks of unpaid leave under the Family and Medical Leave Act of 1993 ("FMLA"). The Company has the right to place any other conditions on such leave to the fullest extent permitted by federal and state law. The Company and Union will comply with their obligations under the Americans with Disabilities Act ("ADA") to reasonably accommodate qualified individuals with disabilities as defined by the ADA.

Employees who have completed their probationary period and who are unable to perform their regular duties may be granted a medical leave up to a maximum of 26 weeks, provided the length of the leave never exceeds the employee's length of service and provided they have submitted a physician's statement certifying the medical condition. The 26 weeks of Medical Leave is inclusive of eligible time under the FMLA and will run concurrently with the FMLA.

To return to work, the employee must provide a doctor's verification that employee is released to work with or without restrictions. Reasonable accommodations will be made for ADA qualified individuals. All employees must first use one (1) week of earned vacation time, thereafter, or after the seven (7) day waiting period. If hospitalized, employee will not be required to use vacation time.

Section 11.4 Military Leave. Employees either entering or in the military service shall be granted a leave of absence and reinstatement rights prescribed by applicable Federal law.

Section 11.5 Other Employment. An employee on leave of absence pursuant to this Article shall not engage in employment elsewhere nor engage in self-employment. Failure to comply with this provision shall result in the loss of seniority and discharge of employment.

Section 11.6 Union Leave. An employee elected or appointed as a delegate to a labor convention or other similar conference shall, upon written request of the Union at least two (2) business days in advance, receive a leave of absence without pay for a period not to exceed seven (7) calendar days; provided such leave does not disrupt the operation of the employee's UAP and provided further the total days of absence to be mutually agreed to by both parties. Not more than four (4) employees at one time shall be granted such a leave. The parties may mutually agree to grant additional or extended leaves. Any member of the Union who, while a regular employee of the Company, is elected or appointed to a full-time office in the Union requiring an extended leave of absence from their duties with the Company, shall, upon written application signed by the

employee and approved by the Union, be given a special leave of absence without pay, of not more than a three (3) year duration. The Company and the Union may extend the leave for an additional one year period by mutual written agreement. At the end of the leave the employee will be granted re-employment, seniority permitting, with seniority accumulative during such leave of absence, if there is sufficient work which the employee is qualified to perform and at the then current rate of pay. Not more than four (4) such employees shall be absent from the Company on such leave at the same time.

PAID LEAVES

Section 11.7 Funeral Leave. Employees will be granted a leave of absence up to three (3) scheduled working days from the day of death including the funeral or memorial service without loss of pay (limited to employee’s regularly scheduled shift hours at employee’s regular straight-time hourly rate) to arrange for and attend funeral services in the event of the death of the employee's immediate family. Immediate family will be defined as spouse, defined by Federal and Indiana State Laws; parents and stepparents, including in-laws; sisters, brothers, stepsisters and stepbrothers, including in-laws; grandparents, grandchildren, step-grandparents and step-grandchildren, including in-laws; and legal guardian relationship. Proof of death or relationship may be required. Additional unpaid leave may be granted by the Company upon request when it determines that special circumstances exist.

Section 11.8 Jury Duty. Any employee within the unit represented by the Union who is impaneled and serves as a juror on any jury of the State of Indiana, or any Federal jury, shall, for time lost from their regular shift, be paid the difference between the per diem pay for jury service and the employee’s wages at the employee’s basic hourly wage rate. Mileage allowance and subsistence paid in connection with jury service shall not be considered as jury pay for the purpose of this allowance. Employees who serve on a jury and are not released until after 12:00PM of such day shall not be required to report for work, whether day shift or night shift employees, and will be paid for eight (8) hours less the per diem jury pay from the court. Employees who are required to report for jury duty and are released not later than 12:00PM shall report for work that day whether day or night shift employees and will be paid only for time lost from their regular shift because of jury duty and necessary travel time, less the per diem jury pay from the court.

ARTICLE 12
PROBATIONARY PERIOD

Section 12.1 A new employee shall be a probationary employee until such employee has worked thirteen (13) consecutive weeks following their latest hiring date, provided that an employee whose consecutive weeks of employment are interrupted only by injury sustained in the course of their employment, or by layoff by the Company for lack of work or by sickness evidenced by a certificate of a reputable Doctor of Medicine, may accumulate their thirteen (13) weeks over a period of one (1) year from their latest hiring date. After such thirteen (13) weeks of work and a successful rating on their probationary period performance review, defined by the company’s employee performance management system, an employee shall become a "regular" employee,

their name shall be placed upon the seniority list provided for in Section 14.3 of this Agreement, and their seniority shall date from their latest hiring date. The retention of a probationary employee shall be at the discretion of the Company and is not subject to the grievance or arbitration procedures. During this time, they may be laid off or discharged, irrespective of length of employment.

ARTICLE 13 TEMPORARY TRANSFERS

Section 13.1 When an employee is transferred temporarily from their regular job to a job having a higher basic hourly rate for a period in excess of one (1) full scheduled shift or in excess of one (1) cumulative scheduled shift over the defined workweek, the employee shall receive while on such higher rated job the standard rate of pay for that job. When an employee is transferred temporarily to a job having a lower basic hourly rate the employee's rate of pay shall not be reduced. Temporary transfers shall not last more than 30 calendar days.

ARTICLE 14 SENIORITY

Section 14.1 The term "seniority" as used in this Agreement shall mean the length of continuous service with the Company at Columbus North Plant. During this agreement, if an employee within the bargaining unit leaves the bargaining unit for a non-bargaining unit position at the Columbus North Plant, their seniority, at the Columbus North Plant, will be frozen as of the date they leave the bargaining unit.

Employees that entered the company on the same day will be listed on the seniority list through a lottery process.

Section 14.2 Loss of seniority:

- 1) If the employee quits;
- 2) If employee is discharged;
- 3) If the employee is absent without leave for three (3) days without notifying the Company;
- 4) If the employee is absent without leave for three (3) days without a reasonable excuse;
- 5) Failure to return to work within ten (10) working days after being recalled from layoff. It is the employee's responsibility to notify the Company of any change in address or contact information;
- 6) If continuous layoff extends beyond twenty four (24) months.

Section 14.3 The company agrees to maintain a seniority list. The list will be provided to the Union during the third week of each month and will include seniority, leaves of absence, temporary employees, new hires, terminations, layoffs, and recalls.

Section 14.4 Layoffs and Recalls. In defined term layoffs exceeding five (5) working days, job classification as defined in section 6.2, shall govern, providing the employee has the ability to perform the work available, for up to two (2) consecutive layoffs occurring without a recall.

- 1) Temporary employees will be released before any probationary or bargaining unit employees are permanently laid off;
- 2) Probationary employees in the lowest classification will be laid off before employees with seniority, unless there are no employees with seniority who have the ability to perform the work available;
- 3) Employees in classification I will be laid off in order of plant seniority before employees in any other classification
- 4) If additional layoff requirements exist then the company will move to the next ascending classification level and repeat previous step at new classification level.

Employees in higher classifications may be reassigned to lower classification positions to balance the work after a layoff providing they have the ability to perform the work available. In a declassification situation due to layoff, the employee will retain their current hourly rate until the first pay period following the completion of ninety (90) days. All open positions created by the layoff will be posted internally and will utilize the job selection process. The Company will give each employee to be laid off a minimum of twenty-four (24) hour notice. If an employee is on an approved leave of absence, they will be notified via certified mail.

Section 14.5 Rings of Defense. When there is a curtailment of operations the following procedure shall govern:

- 1) Temporary employees will be released before any probationary or bargaining unit employees are permanently laid off;
- 2) Employees may volunteer for a reduced workweek, as long as they can perform the minimum requirement to operate in a safe and effective manner as determined by the Company. Employees within the UAP that are reducing work will have first choice for a reduced workweek. Employee must accommodate a potential adjusted shift structure. If more employees volunteer than required, selection will be made by seniority;
- 3) Invoke a permanent layoff process.

When there is an increase in force after layoff, seniority shall govern providing the employee holds the valid job certification at the time of layoff and can perform the minimum requirement to perform the work available in a safe and effective manner as determined by the Company.

Section 14.6 When it becomes necessary to have temporary layoffs for a period not exceeding five (5) working days, the provisions of this Agreement respecting seniority shall not apply except in the case of members of the Committee, not exceeding four(4) in number, the

Business Manager and the Business Representative of the Union (provided such officer is an employee). It is the intent of the Company to decrease a temporary employee's hours prior to reducing a permanent employee's hours.

Section 14.7 In layoffs and recalls the Company may designate certain employees whose services are deemed necessary for starting or maintaining a proper flow of production or for preparing tools, plant or equipment or for similar reasons and such employees may be retained or recalled without regard to seniority.

Section 14.8 Notwithstanding their position on the seniority list, the members of the Committee and the Business Representative of the Union (provided such officer is a Columbus North Plant employee) shall, in the event of layoffs and rehiring's, each be considered at the top of the seniority list providing such member is capable of performing the work of any of the jobs available. The provisions of this Section shall not require the Company to create work in order to give a Committee Member or officer a job.

Section 14.9 Only in a special circumstance, initiated and defined by the Company, an employee who is not scheduled for layoff may volunteer for layoff. The Company retains the right in its sole discretion to deny any voluntary layoff request and this decision is not subject to the grievance/arbitration procedure.

Volunteers for layoff shall not be subject to the recall provisions of the collective bargaining agreement unless they request in writing that the Company place them on the recall list or at the time they are the last eligible recalls at which point they must return or lose their seniority. Volunteers will receive the start rate for the job in which they are offered. Volunteers may not at any time or under any circumstances exercise seniority to displace any employee working in the plant. If the volunteer applies for recall and there are no openings, the employee's recall rights will continue until the employee's seniority expires on the basis set forth in this agreement from the original date of layoff.

Section 14.10 Job BID Process.

- 1) When a permanent vacancy exists, the position will be posted for three (3) business days, depending on business need. Process to select a candidate is as follows:
 - a. A committee may interview and assess candidates;
 - i. Committee may include, but not be limited to, GAP member(s), GAP Leader(s), Area Supervisor(s), and Human Resources
 - ii. Operator and Material Mover positions will be awarded based on seniority. Material Mover candidates must obtain an active forklift certification and/or tugger driver certification and must have a current Driver's License.
 - iii. Gap Lead and Skilled trades positions will be awarded based upon an assessment, which may include a test and/or an interview. Seniority will decide tie-breaking situations.

- iv. If successful bidder is unable to perform the role satisfactorily at the Company's discretion, the Company can disqualify/demote the individual. The employee can choose to declass from their position at any time. The company will notify the union of this activity. The union has the right to file a grievance if they choose. The employee will be able to bid upon an open role at the time the Company demotes the employee or when the employee chooses to declass, provided the employee meets the qualifications of the open bid. The Company is not required to reinstate the employee to their former position.
 - b. The successful bidder shall be placed on the bid job within ten (10) working days after the bid award. If business needs require employee to stay in current role beyond 10 days, employee's pay will be moved to new level after the 10th working day;
 - c. Selected employee cannot BID into another role for twelve (12) months or apply for a shift preference for six (6) months, unless proof of hardship is approved
- 2) Bidders may revoke their bid up to the interview and assessment process on a form provided by Human Resources. Whenever a job is granted to a bidder pursuant to this Section, the Company shall post the name of the successful bidder;
 - 3) In the case of job abolishment bargaining unit employee(s) will replace temporary employee(s). For an employee moving from a higher classification to a lower classification, employee will retain their current hourly rate until the first pay period following the completion of sixty (60) calendar days;
 - 4) Only the original posted vacancy and one subsequent vacancy, which occur as a result of the original vacancy, may be subject to the Job BID process. Further vacancies that occur from the original vacancy will be filled at the Company's discretion;
 - 5) An employee wishing to be released from an uprated job and return to job of lower classification shall file a written request with the Company Human Resources Department. The Company will endeavor to reasonably accommodate such request, within four (4) weeks, giving due regard to the operation of the plant. The employee will move to the pay rate of their new job upon start. The declassified employee will not be allowed to bid on another position for twelve (12) months unless the classified employee held the position for 3 or more consecutive years, then a six (6) month wait period will be applied. Exceptions may be granted by the Company upon request when it determines that special circumstances exist.

In the event a new job is established having duties and responsibilities sufficiently different from those of existing jobs that does not reasonably fall within any existing classification, the Company will define the classification of the new position, establish wage rate, and inform the Union.

Section 14.11 Employees shall be entitled to exercise shift preference in the case of new jobs or vacancies occurring in the same type of work within their respective classification on another shift. Shift preference application shall be on file. When more than one candidate is equally qualified, the transfer will be awarded to the most senior candidate.

An employee who exercises their preference of shifts under this Section shall not be entitled to exercise such preference a second time until a period of six (6) months has elapsed from the date the employee starts on the new shift, unless proof of hardship is approved.

The Union recognizes the necessity of and agrees to the training of probationary employees on the day shift. When a regular employee having seniority and working on the day shift is required by the Company to work on a shift other than the day shift in order to permit a probationary employee to be trained on the day shift, the Company will select the employee with least seniority of those performing that job and such regular employee shall be returned to the day shift, if they so desire, when such probationary employee is trained or attains seniority, whichever is sooner.

When an employee is required to be transferred from one shift to another, or to a different shift pattern, the Company shall transfer the least senior employee within the classification of work affected, provided the employee to be transferred has the present ability to perform the particular type of work available.

In filling vacancies under this Section, no shift preference application filed after the Company has contacted the first candidate for a current vacancy shall be entitled to consideration for such vacancy.

Section 14.12 Temporary employees will not be retained for more than six (6) consecutive months. The number of temporary employees during any month, on average, shall not exceed 15%. Temporary employees are not covered by this collective bargaining agreement.

Qualified temporary employees who apply for regular employee status may be given preference over new hires in filling vacancies in the bargaining unit. If hired as a probationary employee, the date the temporary employee starts as a probationary employee shall be their date of hire into the bargaining unit.

ARTICLE 15 GRIEVANCE PROCEDURE

Section 15.1 Definition. As used in this Agreement the term "grievance" means a claim that the Company has violated an express provision of this Agreement by an act or omission occurring during the term of this Agreement. The Company cannot file a grievance.

Section 15.2 Problem Solving Session. The Company and the Union agree to support the business with a commitment to joint problem solving. Every attempt will be made to resolve employee disagreements by using a Problem Solving Session prior to entering the grievance

procedure. An employee will first discuss the concern with their immediate supervisor or their designee within five (5) working days of the problem. Union Representation may participate upon the employee's request. If resolution is not met after the Problem Solving Session, they may request to initiate the grievance procedure.

Section 15.3 Procedure. The procedure for resolution of grievances as set forth in this Article is the exclusive remedy for resolving such matters. Grievances shall be handled in the following manner:

Step One – Department Manager and Human Resources Level

If the complaint or issues cannot be resolved through the Problem Solving Session per section 15.2, a grievance shall be submitted in writing stating the nature of the grievance, the specific provision(s) of the Agreement that have been violated, and the remedy sought. This written grievance shall be presented by the employee's Union representative to Human Resources and the department manager and/or their designated Company representative within five (5) working days after the completion of Problem Solving Session.

The department manager or Human Resources will provide the Union representative a written response within five (5) working days following the meeting.

Step Two – Plant Manager and Human Resources Manager Level

If the grievance is not settled in Step One, it shall be presented by such aggrieved employee and the Committee, Business Manager, and or Business Representative to the Human Resources Manager, Plant Manager, and such other representative of the Company as they may designate. The written request must be received within five (5) working days of receipt of the Step One written reply. A mutually satisfactory date will be established for the Company's representation and Union's representation to meet. The Company's answer shall be given to the Union, in writing, within five (5) working days following the meeting.

Step Three – Human Resources Director and International Union Level

If the grievance is not settled in Step Two, the matter shall become the subject of conference between the Business Manager of the Union, the Business Representative of the Union, and International Representative of the Union and the Human Resources Manager, Plant Manager, Human Resources Director and such other executives and representatives of the Company as the Company shall designate. The parties agree that the conference in this Step Three should be held as promptly as the availability of the representatives of both parties permit and that normally such conference should be held within thirty (30) days after the Union has advanced the grievance to Step Three.

If an unsatisfactory settlement is reached in Step Three, the grievance may be submitted to Arbitration as outlined in Article 16 of this Agreement. No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

Section 15.4 Time Limits. Saturday, Sunday, and contractually negotiated holidays will not be counted in calculating these time limits, as set forth in Article 15. Further the parties may, by mutual written agreement, extend the time limits, as set forth in Article 15.

During any of the steps defined in Article 15, the Company shall extend the response time in the event that additional time is required to finalize a formal investigation, and will inform the union.

Section 15.5 Violation of Time Limits and Procedure. The time limits and procedures in this Article for the presentation and appeal of a grievance at any step are absolute. The failure for whatever reason to file and/or appeal a grievance within the time limits specified bars the grievance from further consideration. The Company's failure to provide a written answer at any step of the grievance procedure will be deemed a denial of the grievance and shall automatically advance the grievance to the next step.

Section 15.6 Grievances may be initiated by the Union. Such grievances shall be filed directly in Step Two of the grievance procedure. The Steward or Union Representative who signs the grievance shall be considered the aggrieved employee for purposes of processing such grievances. Union initiated grievances are not subject to the arbitration provisions of Article 16.

ARTICLE 16 ARBITRATION

Section 16.1. If the Union wishes to process a grievance to arbitration as provided in this Agreement, it may do so by giving the Company written notice within seven (7) working days after receiving the Company's decision in writing which shall be due within ten (10) working days after the conference held in Step Three above. If the parties are unable to agree upon the impartial arbitrator within five (5) full working days after the commencement of their consideration of the selection of such impartial arbitrator, the Company and the Union will jointly present the matter to the Federal Mediation and Conciliation Services (FMCS) for arbitration in accordance with its rules of procedure. The decision of such impartial arbitrator shall be final and binding upon all parties.

Working days for the purpose of this Article and Article 15 above shall exclude Saturdays, Sundays, and holidays.

Section 16.2 Arbitrator's Authority. The arbitrator may apply the specific provisions of this Agreement to the particular case presented to them, but they shall have no authority to add to, subtract from, ignore, or in any way modify the terms of this Agreement, nor shall they have any authority to substitute their judgment for that of the Company in any matter where the Company has not expressly contracted away its right to exercise such judgment. The arbitrator has no authority or power to review the merit of any grievance which has not been filed and/or appealed within the time limits specified. The arbitrator shall have the power and authority to establish the effective date of any award, except no award shall be effective prior to five (5) calendar days preceding the date on which the grievance was first presented in writing, and no back pay for any

grievance commence earlier than five (5) calendars days prior to the date on which the grievance was first presented in writing, unless the grieved period happened during a contractual holiday or plant shutdown in which case the five (5) days of pay may be extended to the extent needed to accommodate for the holiday or shutdown.

Section 16.3 Arbitrator's Fee and Expenses. 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.

ARTICLE 17
DISCIPLINE AND DISCHARGE

Section 17.1 Employees covered by this Agreement shall not be discharged or given disciplinary time off unless the President of Local Union No. 1424 (or a member of the Shop Committee in the absence of the said President) has been present prior to such discharge or disciplinary action and has been afforded an opportunity to represent the employee. In the absence or reasonable unavailability of all the above Union personnel, a regular shop steward can be used to fulfill the requirements of representation for special instances, the intent being to represent the employee at the time of the disciplinary action. If circumstance does not allow for such representation by the Union, the Company will determine the disciplinary time off and a meeting will be scheduled with Union representation as soon as possible.

ARTICLE 18
NO STRIKE NO LOCKOUT

Section 18.1 It is agreed that the Union and its members and other employees, individually and collectively, will not, during the term of this Agreement cause, permit, or take part in any strike, sympathy strike, picketing, set-down, stay-in, slow-down, or other curtailment of production or interference with work in or about the Company's plant or premises. The Union shall not be held liable for any violation of this Section committed by individual employees or members unless such violation has been authorized, caused or encouraged by the Union or its officers. The Company shall have the right to discharge or discipline any employee taking part in any violation of this Section of this Agreement. Correlative with this provision, the Company agrees not to engage in a lockout.

ARTICLE 19
UNION RIGHTS

Section 19.1 The Company agrees to recognize a minimum of one (1) Shop Steward per 80 employees based on total plant headcount across all shifts. Shop Stewards need to be distributed equally to accommodate all shifts and shift patterns. Such Stewards shall be regular employees of the Columbus North Plant, shall be appointed by the Union and each Steward shall serve as the Union's representative of the employees in the Steward's assigned area for the purpose of presenting grievances as hereinafter provided.

Section 19.2 The Company agrees to recognize a Committee consisting of not more than four (4) Chief Shop Stewards, balanced to cover multiple shifts and shift patterns. Said Committee members shall be regular employees of the Columbus North Plant and appointed by the Union. Said Committee may, where such is provided in Article 15 of this Agreement, be accompanied by the Business Manager of the Union or the employee's designated representative and/or a representative of the International Union.

All Shop Stewards and Chief Shop Stewards appointed to Columbus North Plant shall only represent employees at Columbus North Plant and will not be transferred to or between other facilities. No Shop Stewards or Chief Shop Stewards supporting other facilities will have jurisdiction within Columbus North Plant.

Section 19.3 The Union shall furnish the Human Resources Manager with a list containing the names of each Steward, each member of said Committee, and other officers of the Union. In the event there is any change in the said list, the Union shall notify the Human Resources Manager in writing of such change at least twenty-four (24) hours prior to the effective date thereof.

Section 19.4 The Company agrees that the Human Resources Manager and such other representatives of the Company will meet with members of the Union Committee when deemed necessary, reasonable and applies to articles of this contract.

Section 19.5 In case it becomes necessary for a member of the Committee or a Steward to leave work to carry out the grievance procedure herein provided, the employee shall report to the employee's Supervisor or another supervisory employee and shall obtain permission to leave work, which shall be granted as soon as practicable, and if, in carrying out the grievance procedure herein provided, it becomes necessary for the employee to go to another department of the plant, the employee shall also report to the Supervisor of that department upon arrival there; and upon return to the employee's department in which the employee is working, the employee shall inform the Supervisor of that department of the employee's return. The duties of each Steward shall pertain only to employees within the Steward's assigned area. It is agreed that matters pertaining to the Grievance Procedure will be so conducted as to occasion as little interference as possible with the operation of the Company's plant.

Section 19.6 The Company will pay the basic hourly rate not to exceed four (4) hours per week, for time spent during their regular shifts by the Stewards, and the basic hourly rate, not to exceed six (6) hours per week, for time spent by members of the Committee (with the exception of the President, Vice President and Business Manager of Local No. 1424) during their regular shifts in the investigation, presentation and adjustment of grievances.

Section 19.7 The Company agrees to recognize a Negotiating Committee consisting of not more than four (4) members, President and Business Manager of the Local Union (if a unit employee covered by this Agreement) and the Company will pay the basic hourly rate for time spent during their regular shifts by such members while attending meetings arranged for the purpose of negotiating new contracts or amendments to this contract.

Section 19.8 The Company agrees to provide a communication area within Columbus North Plant for posting Union information. No information shall be posted until first approved by the Company. The communication area shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever, and among other things, shall not be used by the Union for posting any pamphlets or political documents or for advertising. No notice shall be posted which contains criticism of the Company or its management. All notices shall be signed by the President, Secretary, or Business Manager of the Union. The Union agrees that it will not disseminate any material on Company property and that it will confine the dissemination of Union information on Company property to the material appearing in the communication area.

ARTICLE 20
GENERAL PROVISIONS

Section 20.1 During the term of this Agreement there shall be no negotiations between the parties concerning rates of pay, wages, hours of employment or other conditions of employment (except as provided in the Grievance Procedure).

Section 20.2 This Agreement contains the full and complete agreement on all terms and conditions of employment between the parties.

Section 20.3 The Company and the Union recognizes the critical role skill and performance play in the long term success of the business. In order to ensure the development of necessary skill and knowledge, the Company will provide training opportunities and will create a climate which is conducive to continuous learning for all employees. Developing and maintaining skills is a necessary part of every employee's job. The Company will periodically review and reserves the right to modify the tuition reimbursement program.

Section 20.4 The parties agree that the Company may utilize a work team concept whereby employees selected by the Company may be organized into teams of various sizes. All members of a team may share responsibility for the work performed by a team and as practical, team members may be expected to rotate jobs within the team.

Section 20.5 The Union agrees to cooperate with the Company and support the Company's efforts to establish and promote employee involvement and engagement programs and committees in order to improve community service, production, waste elimination, quality, efficiency, and introduce new and improved production/maintenance methods, materials and procedures.

Section 20.6 Pay, in the form of direct deposit or pay cards, will be issued on Fridays. The company reserves the right to change administrative service providers. In the unlikely event of a Company payroll error resulting in underpayment of more than 25% of the employee's gross pay,

the Company will issue the employee a pay card per the Company policy if the Company is at fault and the error is within the Company's Control.

Section 20.7 In order to promote employee growth and development, a performance management process will be implemented. A joint committee, made up of equal members of the Company and the Union, will develop the employee performance evaluation form. The Company will manage implementation of the employee performance review process. The Company reserves the right to modify or change the employee performance management process and will give the Union advance notice if it does so. The Company, at its sole discretion, will use the output from the employee performance management process to identify highly successful performers, successful performers, and unsuccessful performers. If an employee is unable to move to a successful performer status after the performance review process, the employee may be reclassified or disciplined, up to and including discharge.

Section 20.8 There is no ownership of work functions. Work within Columbus North Plant may be assigned at any time to any bargaining unit employee without regard to employee's classification. There are no boundaries between Management and Professional (M&P) employees, non-exempt salary (NES) employees, and bargaining unit employees. It is understood that M&P and NES employees may perform tasks that are normally performed by bargaining unit employees. If there is a need to have M&P and NES employees perform bargaining unit tasks except for the purpose of troubleshooting, experimenting, training, or developing new equipment or processes the Company will notify the Union of assignments and duration. It is not the intent of the Company to have M&P or NES personnel fill in for breaks, vacation, absences, or perform production work on a regular or routine basis.

LETTER OF AGREEMENT (1)

It is the understanding between the Columbus North Plant and IBEW Local 1424 that the Company will post all agreed upon policies on the Columbus North Website and at an agreed upon location within the plant. Any changes to the agreed upon policies will be discussed with the Union prior to the Company's implementation.

ARTICLE 21 DURATION

Section 21.1. This Agreement shall become effective upon March 6th, 2023, and shall continue in effect through the end of the last scheduled shift on March 8th 2026, and from year to year thereafter unless written notice is given by one party to the other of an intention to discharge, modify, or amend this Agreement sixty (60) calendar days prior to the expiration date, or subsequent anniversary date thereof. Such notice shall be given by registered or certified mail, return receipt requested, if by the Union to the Company, addressed to Faurecia Emissions Control Technologies, Columbus, Indiana, and if by the Company to the Union, addressed to the President of the Union at his residence address as it appears in the Company's records.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives this 0TH day of March, 2023

LOCAL UNION NO. 1424
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS.
A.F.L.-C.I.O.

FAURECIA CLEAN MOBILITY
COLUMBUS, INDIANA

George Ledbetter
[Signature]
Kim Bunta
James D. Ledbetter
[Signature]
Cynthia Britton

[Signature]
[Signature]
Sabrina Jenkins
Debra Hutchison
[Signature]

JANUARY 2023

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FEBRUARY 2023

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MARCH 2023

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MAY 2023

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OCTOBER 2023

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JANUARY 2026

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