



**2024 UAW-DTNA**

**CONTRACT SETTLEMENT  
TENTATIVE AGREEMENTS**

**UAW Local 2406  
Memphis, Tennessee**




## TENTATIVE AGREEMENT

### PREAMBLE




**Section 1.** The successful operation of the Company's business is hereby declared to be of mutual interest and both parties hereto desire to preserve, promote, and improve industrial and economic relationships, safety, cleanliness and economy and to improve and increase the quantity and quality of work performed. The Company and the Union recognize the principle of a fair day's work for a fair day's pay.

**Section 2.** The Company and the Union recognize the principle of a fair day's work for a fair day's pay. In general, a fair day's work is one that is fair to both the Company and the employee. This means that the employee should give a full day's work for the time that he or she gets paid, with reasonable allowance for personal delays and fatigue. He or she is expected to operate in the prescribed method at a pace that may be considered representative of all-day performances by the experienced, cooperative employee.

For Union

*4.9.24*  
  
Michael B. Cune  
Jason M. Fisher  
  
H. G. W. H. H.  
Neddie Sims  
Tanya Hendrix  
Pavel Ballou  
  
Bob Higgins

For Company

*4/9/2024*  
  
Kelly A. Seaman  
Cinda Fresh  
B. Smith  
B. Bell  
Audrey McLammas  
  


**TENTATIVE AGREEMENT**

**ARTICLE 2  
MANAGEMENT'S RIGHTS**

**Section 1.** It is expressly understood and agreed that all the rights heretofore exercised by the Company as the owner and operator of the business and not expressly contracted away by a specific provision of this Agreement are retained solely by the Company and may be impaired only with the express consent of the Company.

**Section 2.** The Company agrees that the rights of Management will not be applied in any manner that is inconsistent with the provision of this Agreement.

For Union 4-9-24

*[Handwritten signatures for Union]*  
Michael B. Cune  
Jason M. Fisher  
M. O'Connell  
D. J. O'Connell  
Fredrick S. Sues  
Janey Hendrix  
Paul B. [unclear]  
[unclear]  
Bob Riggins

For Company

En / Met 4/9/2024  
Kelly A. Seaman  
Cinda French  
B. Smith  
B. [unclear]  
Audrey McManus  
[unclear]  
[unclear]  
[unclear]

## TENTATIVE AGREEMENT

### ARTICLE 4 NOTIFICATION

**Section 1.** The Union shall furnish the Company with a list of employees acting in the capacity of Shop Committeeperson and their alternates. The Union will also furnish a list of the names of all officers of the Local Union.


**Section 2.** All Supervisors will be authorized to handle grievances at the first step of the procedure. Additionally, the Company will furnish the Union a list of all supervisory personnel upon request.

**Section 3.** Upon request, the Company shall furnish the International Union and Local Union with an electronic list of the names of all employees in the bargaining unit together with their last known mailing addresses, telephone number and employee identification number as reflected in the Company's personnel records through information supplied by the said employees. Thereafter, upon request, the Company shall supply the Union with appropriate revisions and additions to such mailing list. It is expressly understood that the use of such mailing lists shall be restricted to appropriate Union purposes and the information thereon shall not be disclosed to any third parties.

All employees shall provide a telephone number and address to the Company through which they can be contacted. The Company will provide the employee with a date and time stamped copy.

**Section 4.** The Company will keep the Union informed of changes in Bargaining Unit employee's status as they occur by providing the Union with access to an electronic report showing changes in bargaining unit employee status to include pay rate change, permanent change in work group or classification, shift change, layoff and recall, and termination.

For Union 4-19-24

  
Jason M. Fisher  
Michael B. Ann  
Greg M. Chiles  
Freddie Sears  
Janice Hendrix  
Paul B. B...  
M. O'Call  
Bob Riegger

For Company

  
4/16/2024  
  
Kelly A. Homan  
  
  
Kelly A. Homan  
Audrey McLomas  
B. Balleci

## TENTATIVE AGREEMENT

### ARTICLE 5 SENIORITY

**Section 1.** An employee's seniority shall be computed from the time of initial employment by the Company in any capacity within the Bargaining Unit, except that a new employee shall be on probation for the first sixty (60) days worked. A day of work is defined as four (4) or more hours worked. After the sixty (60) days worked, a new employee shall be placed on the seniority list and given a seniority rating as of the first day last hired by the Company. Retention or termination of probationary employees shall be at the Company's sole discretion and specifically excluded from the grievance procedure except in cases related to illegal discrimination or Union affiliation. In cases of alleged illegal discrimination or Union affiliation, the probationary employee will have access to the grievance and arbitration procedure.

**Section 2.** Seniority shall be lost and employment terminated for any of the following reasons:

- A. Voluntary resignation;
- B. Discharge for just cause;
- C. Retirement;
- D. Three (3) working days unreported (absence without notification to the Company for three (3) consecutive working days) unless the absence is of such a serious nature that it was impossible for the employee to provide or arrange for the provision of the required notification to the Company and is substantiated by medical documentation;
- E. Absence for five (5) consecutive working days without a reasonably satisfactory excuse;
- F. Failure to report to work within three (3) working days following notification of recall from layoff. However, it is understood and agreed to by the parties that this three (3) working day rule will be automatically extended to fourteen (14) calendar days if the laid-off employee has taken work with another company during such period of layoff.

The only use of temporary seniority employees in this Agreement shall be as defined below:

1. Temporary seniority employees shall only be used as summer vacation replacements.
2. Employees who are on layoff who decline the opportunity to return for temporary summer employment shall not lose seniority.
3. Employees who do return to temporary summer employment shall retain their original layoff date.
4. Each year laid off employees will be offered temporary summer employment from May 1<sup>st</sup> through September 30<sup>th</sup> beginning with the most senior employee on layoff and in descending order thereafter. Any extensions beyond September 30<sup>th</sup> will be done through mutual agreement by both parties.
5. Temporary seniority employees may exercise shift preference among other temporary seniority employees by seniority at their time of initial placement. In the event it is necessary to transfer temporary seniority employees outside their initial work group, it will be done in consideration of seniority and their ability to do the work.
6. Temporary seniority employees will be paid the current step progression rate at which they

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had at the time of layoff for the job being performed and all time worked will count towards the next pay step progression.

7. Temporary seniority employees will not fill positions in departments with displaced employees before first offering the opportunity to senior employees currently working in the plant prior to May 1<sup>st</sup> to return to their "home" department. Employees who decline to return to their "home" department during the employment of temporary seniority employees will not forfeit their displacement/homestead rights.
8. Such employees will not be subject to shift displacement by seniority employees by Article 13.
9. Such employees will not be eligible for provisions of Article 12.
10. Notification requirements regarding temporary seniority employees will be the same as required regarding other Bargaining Unit employees per Article 4.
11. Maximum amount of temporary seniority employees hired for vacation replacements will not exceed the number of employees needed to fill the highest week of vacations entitlement during the five (5) month period.
12. All other provisions of the Agreement will apply to these employees.

G. Layoff or medical leave of absence for a continuous period of time exceeding the applicable accumulation limit. Seniority shall continue to accumulate during periods of layoff or medical leave of absence for an employee with seniority for a period equal to such employee's service with the Company or a minimum of thirty-six (36) months. During the 2018 ~~2018~~ **2024** negotiations, it was agreed that during the life of this Agreement, no employee will lose seniority due to layoff.

**Section 3.** It shall be the responsibility of the employee to keep both the Company and the Union informed of their current address and telephone number. During periods of layoff, the employee shall provide notice in writing of any change in address and telephone number. Failure on the part of the employee to keep the Company informed of the correct address releases the Company of any responsibility of any backpay liabilities for failure to be recalled by seniority. Upon notice of recall by certified mail, (return receipt requested) the employee shall report to work within three (3) working days. The three (3) working days provision may be extended at the Company's discretion upon reasonable and acceptable proof of failure to report to work but not to exceed fourteen (14) calendar days.

Notice of loss of seniority and termination will be given to the employee involved at the employee's last known address, in writing, promptly after an entry to that effect is made in the personnel records of the Company.

**Section 4.** A seniority list shall be prepared by the Company every three (3) calendar months for all employees covered by this Agreement and posted in one (1) agreed central location in each plant. The Union shall receive a copy of this list. The employee with the most Company seniority will be first on the list and the employee with the least Company seniority will be the last. During periods of layoff, a seniority list of employees on layoff will similarly be provided to the Union.

Should any objections arise to seniority listing, such objections shall be made within thirty (30) days after posting the roster, with the exception that any employee who is on any approved leave or layoff at the time of posting the roster shall have a thirty (30) day period after returning to work to enter

such objection.


**Section 5.** Employees who are transferred or promoted to positions within the Company outside of the Bargaining Unit and are subsequently separated from that job will not have the opportunity to return to a job in the Bargaining Unit.

**Section 6. See Local Language**

**Section 7. See Local Language**

**Section 8. See Local Language**

For Union

*Ky R* 4-18-24  
  
Jason M. Fisher  
Michael B. [unclear]  
[unclear]  
Freddie Sims  
James Hendrix  
[unclear]  
[unclear]  
Bob [unclear]  
[unclear]

For Company

*E / Mike* 4/18/2024  
Kelly A. [unclear]  
[unclear]  
B. [unclear]  
B. [unclear]  
Audrey [unclear]  
[unclear]  
[unclear]  
[unclear]  
[unclear]

## TENTATIVE AGREEMENT

### ARTICLE 6 GRIEVANCE AND ARBITRATION PROCEDURE

The Union and the Company encourage all employees to discuss and fully disclose to their Supervisor any problem or complaint in an effort to resolve such problem or complaint before resorting to the grievance procedure. If after the employee has shared the facts of the matter with his Supervisor, he requests his Shop Committeeperson, the Company will summons the Shop Committeeperson and no further inquiries will be made by the Company until the Shop Committeeperson arrives.

Should a grievance occur, all parties involved should make an earnest effort to ascertain the facts and seek a fair and equitable settlement through the use of the following procedure. Neither party will burden the formal grievance procedure with insignificant matters or cases unsupported by the facts or common sense.

If the complaint is not raised within two (2) working days, it shall be deemed abandoned and not entitled to consideration thereafter, unless the employee(s) were not aware of the facts leading to the grievance.

Group grievances will be entered at Step 2 of the Grievance Procedure.

Policy grievances will be entered at Step 3 of the Grievance Procedure.

#### Section 1.

**Step 1.** In the event that the complaint is not settled between the employee and his immediate Supervisor within twenty-four (24) hours of the time it is raised, it will be reduced to writing on an agreed upon form provided by the Union, and presented to the employee's Supervisor by the Shop Committeeperson. The Supervisor's answer will be given in writing to the Shop Committeeperson and/or placed in the designated box within three (3) working days after receipt of the grievance.

**Step 2.** If the grievance is not settled at Step 1, it may be presented to the Department Manager by the Shop Committeeperson within three (3) working days after receipt of the Supervisor's answer in Step 1. The Department Manager's answer will be given in writing to the Shop Committeeperson and/or placed in the designated box within three (3) working days.

**Step 3.** In the event the Department Manager's answer is not satisfactory, the Shop Chairperson may, within five (5) working days of the Department Manager's answer, request a meeting in writing with the Human Resource Manager or designee to seek resolution of the grievance. The Step 3 meeting may include representatives of the Human Resource Department and other management representatives as deemed necessary and, the Union Shop Chairperson and the Committeeperson who has handled the grievance in Steps 1 & 2 above and other appropriate witnesses as deemed necessary. This group shall meet as soon as practical but, no later than ten (10) working days of receipt of written request. The Company's answer will be given within five (5) working days of the conclusion of the Step 3 meeting.

**Step 4.** Regional Review Step: In the event the Company's answer is not satisfactory, the Shop

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Chairperson may, within five (5) working days request a meeting in writing with the Human Resources Manager or designee to seek resolution of the grievance. The Step 4 meeting will include the Plant Manager or his designee, the Human Resources Manager or his designee, and other Management representatives as deemed appropriate by the Company; also included will be one (1) or two (2) Representative(s) of the International Union, the Shop Committeeperson involved in previous grievance steps, Shop Chairperson, and the local Union President. The Shop Chairperson may bring an additional representative(s) as deemed necessary by the Union. This meeting will be scheduled within ten (10) working days of the written request from the Shop Chairperson for the 4<sup>th</sup> step meeting. The Company's answer will be given within five (5) working days of the conclusion of the 4<sup>th</sup> step meeting.

The Regional Representative upon receipt of the 4<sup>th</sup> Step Company answer shall have thirty (30) calendar days to settle, withdraw or appeal the grievance to the Arbitration Step of the procedure or the UAW Heavy Truck Department. Upon receipt, Representatives from the UAW Heavy Truck Department shall contact DTNA Corporate Labor Relations in an attempt to dispose of the grievance.

**Step 5. Arbitration:** Region and/or UAW Heavy Truck Department. If the matter is one subject to arbitration as provided in Article 2, Management's Rights, or one involving the discharge and discipline of employees pursuant to Article 15, Discipline and Discharge, hereof, and all conditions satisfied, including applicable time limits, then the Union may, within sixty (60) working days of the Company's answer in Step 4, request that the grievance be submitted to an arbitrator for determination pursuant to Sections 2 through 6 hereof. The fact that the Union does not request arbitration within the allotted time, or the fact that a grievance is withdrawn by the Union, will be without prejudice or precedent to either party.

**Section 2.** The written request for arbitration of a matter, which is arbitral under the terms of this Agreement, shall set forth the nature of the grievance. The ~~Union~~ Company will submit a form to the FMCS requesting a panel of seven (7) arbitrators within ten (10) working days of the request of the Union (Company will pay the cost of submitting the form). The Company and the Union shall within ten (10) working days, select the arbitrator by striking from the panel until only one (1) name remains on the list. The name of the arbitrator remaining on the list shall be deemed as accepted by both parties.

**Section 3.** The arbitrator so selected shall schedule a prompt hearing at which time he shall have the power to make determinations of fact on the questions submitted to him and apply them to the provisions of the Agreement alleged to have been violated, so long as the matter is one which is subject to arbitration under the terms of this Agreement and so long as it is submitted to him in accordance with the procedure herein specified. In interpreting and applying the provisions of this Agreement which are subject to arbitration and in making findings of fact in connection therewith, the arbitrator's interpretation must be in accordance with the terms of this Agreement.

No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of this Agreement or to impair any of the rights reserved to management under the terms hereof, either directly or indirectly, under the guise of interpretation; nor shall he have the power to substitute his discretion for that of management in any manner where management has not contracted away its right to exercise discretion. The arbitrator shall be bound by the facts and evidence submitted to him and may not go beyond the term of this Agreement in rendering his decision. No such decision may include or deal with any issue or matter, which is not expressly made subject to arbitration under terms of this Agreement.

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The decision of the arbitrator shall be in writing and shall be final and binding upon the parties when rendered upon a matter within the authority of the arbitrator and within the scope of matters subject to arbitration as provided in this Agreement.

The decision of the arbitrator shall be rendered in writing within thirty (30) calendar days after the close of the hearing or the date for submission of written briefs.

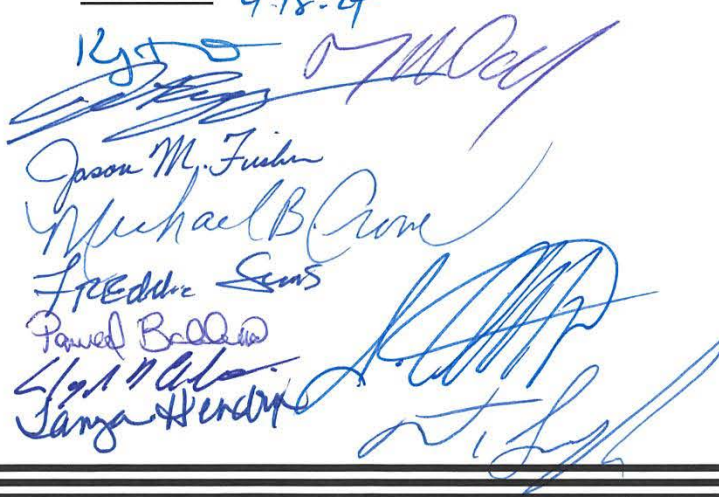
**Section 4.** Unless it is mutually agreed otherwise, each grievance, which is subject to arbitration, shall be handled by a separate arbitrator in a separate hearing, except grievances arising out of an identical set of facts or the same incidents may by agreement be heard together. It is further agreed that arbitration cases will be scheduled on a prioritized basis such that discharge cases or other potential back pay cases will be scheduled ahead of other pending cases.

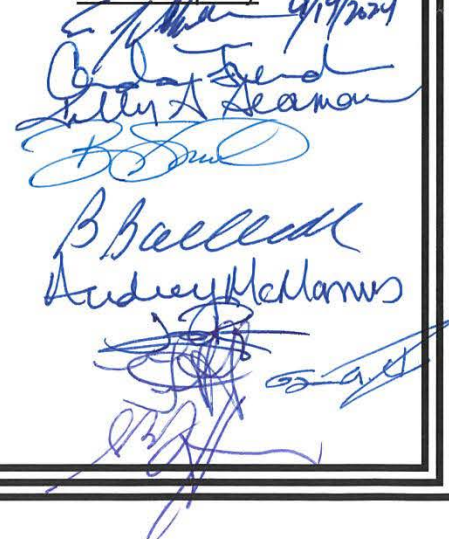
**Section 5.** The fees of the arbitrator and the necessary expenses (exclusive of payment to witnesses) shall be borne by the losing party. Each party shall pay the fees of his own counsel or representative. If an employee-witness is called by the Company, the Company will reimburse him for the time lost. The Company will also reimburse either the grievant or one (1) Union witness for time lost to attend the arbitration hearing. If other employee-witnesses are called by the Union, the Union will reimburse them for the time lost. Any non-employee witness will be compensated by the party requesting his appearance.

In the event an arbitrator is selected and a hearing date is scheduled and agreed upon by both parties and either party subsequently cancels such hearing, the party so canceling shall pay any cost assessed by the arbitrator.

**Section 6.** Except as noted in Article 5, Section 1, should it be determined that an employee, other than a probationary employee, was disciplined or discharged without just cause as provided in Article 15, Section 2, Discipline and Discharge, he shall be restored to his former status; provided, however, any unemployment compensation or other compensation or remuneration from any source shall be credited against any back pay award.

**Section 7.** In all cases, where agreed upon time limits appear herein, those time limits shall be strictly enforced. Such time limits may be extended only by mutual agreement in writing. Absent such agreement should the Union or its members default on such limits, the grievance shall be deemed as closed and not subject to further review.

For Union 4-18-24  


For Company 4/17/2024  


Tentative Agreement

ARTICLE 8  
WAGE RATES AND OVERTIME

[COMMON LANGUAGE]

Section 3: In addition to applicable rate of pay, employees working the second, third and other designated shifts shall receive a premium of 7.5% per hour worked.

[all other Sections, see Local Language]

For Union 4-27-24

*[Handwritten signatures for Union]*  
KJD  
Freddie G...  
James Hendrix  
Michael B. ...  
Jason M. Fisher  
Paul Ballard  
Bob Riggins

For Company

4/27/2024  
*[Handwritten signatures for Company]*  
Kelly A. ...  
Coda ...

Common (MTH - TBB - GAS - CLE - ATL - MEM)

# TENTATIVE AGREEMENT

## Wages and Progression

**WAGE RATES:**

2024 Wage Rate Increase: Effective the first Sunday following ratification, provide an increase of **10%** across the board to all classifications and **Top** wage rates (see progression table below).

2025 Wage Rate Increase: Effective January 12, 2025 provide an increase of **3%** across the board to all classifications and wage rates.

2025 Wage Rate Increase: Effective June 8, 2025 provide an increase of **3%** across the board to all classifications and wage rates.

2026 Wage Rate Increase: Effective June 7, 2026 provide an increase of **4%** across the board to all classifications and wage rates.

2027 Wage Rate Increase: Effective June 6, 2027 provide an increase of **5%** across the board to all classifications and wage rates.

**SKILLED TRADES WAGES:**

Effective the first Sunday following ratification, increase the wage rates for Skilled Trade classifications by **\$7.00** per hour for Journeyman and **\$3.00** per hour for non-Journeyman (also apply the 2024 Wage Rate Increase listed above).

**PROGRESSION:**

48 Month Pay Progression

Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months
70%	73.75%	77.50%	81.25%	85%	88.75%	92.5%	96.25%	100%

For Union 4-27-24

*[Handwritten signatures for Union]*  
Jason M. Fisher  
Paul Ballou  
Michael B. Cury  
Freddie Smith  
Danya Hendrix  
Bob Riggie

For Company

*[Handwritten signatures for Company]*  
4/27/2024  
Kelly A. Seaman  
Cora French  
[Signature]  
[Signature]

## Tentative Agreement

### ARTICLE 9 HOLIDAYS

Section 1. Recognized holidays are as follows:

New Year's Day  
Martin Luther King Jr. Day  
Good Friday  
Memorial Day  
Juneteenth (starting 2025)  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving

Unless otherwise specified, any of the above holidays that fall on a Saturday will be recognized on the Friday before. Secondly, should the holiday fall on a Sunday, it will be recognized on the following Monday. (See above Holiday Schedule)

Holidays for Christmas are scheduled for the appropriate years in the Holiday schedule above.

Section 2. Each employee covered by this contract shall receive eight (8) times the regular day shift hourly rate on the above designated holidays upon which no work is performed, irrespective of the day upon which it may fall.

The shift differential as provided for in this contract, Article 8, Section 3, shall be included in the amount of holiday pay to be received by employees regularly scheduled on a second or third shift at the time the holiday occurs.

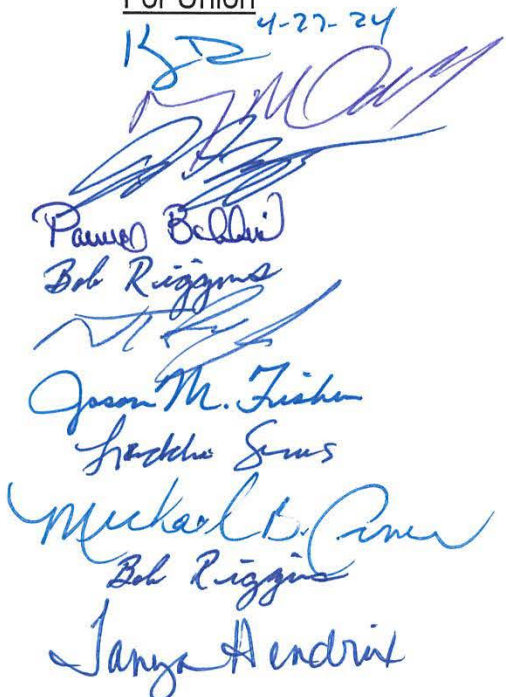
Section 3. To be eligible for holiday pay, the employee must work **at least seven (7) hours on** the complete last scheduled workday prior to and **at least seven (7) hours on** the complete next scheduled workday after the holiday, but an employee's failure to work on such prior or next following scheduled workday shall be excused for this purpose if due to one of the following reasons:

- A) Personal injury arising out of and in the course of employment with the Company.
- B) Jury service.
- C) Subpoenaed witness in court.
- D) Scheduled vacation.
- E) Employees who have been laid off in reduction of force during the week prior to or during the week in which the holiday falls.
- F) Employees who are members of a military reserve unit while off on military leave to attend annual training camp.
- G) Employees who go on a medical leave of absence (which includes the five (5) day unpaid waiting

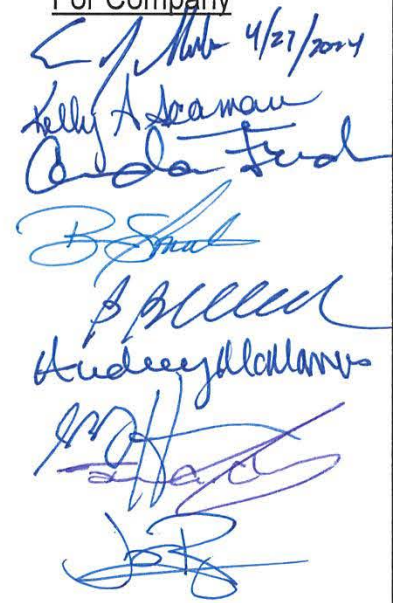
period) during the work week prior to or during the work week in which the holiday falls, provided the employee presents a written doctor's excuse which establishes to the satisfaction of the Company that such absence was for good and sufficient cause. Employees with an approved Short Term Disability claim with a first day absent of December 15<sup>th</sup> - December 28<sup>th</sup> will receive Christmas and New Year's Day holiday pay in lieu of approved STD benefits.

- H) Paid Bereavement Leave
- I) A person who, for reasons beyond their control, is late or leaves early with management approval.
- J) FMLA
- K) Personal Leave (when the starting or ending of the leave is connected to the holiday).
- L) Union Leave
- M) When a holiday period consists of more than one day, an employee can only lose one day of holiday pay for each occurrence.
- N) North Carolina School Leave Law (only applies to North Carolina locations covered under this Agreement).
- O) Personal day as defined under Article 24, Section 2.
- P) When eight (8) hours of PTO is scheduled in advance in the same manner as single days of vacation for the day before or after the holiday.
- Q) Retirement date falls on a holiday.

For Union

4-27-24  
  
Pamela Bellini  
Bob Riggins  
Jason M. Fisher  
Ladell Sims  
Michael L. Cramer  
Bob Riggins  
Janys Hendrix

For Company

4/27/2024  
  
Kelly A. Seaman  
Cinda Ford  
B. Smith  
A. Miller  
Audrey J. Williams  
M. [unclear]  
J. [unclear]

Cleveland, Mt. Holly, Gastonia, TBB

## TENTATIVE AGREEMENT

### ARTICLE 10 VACATIONS

**Section 1.** Employees hired ~~before April 9, 2010~~ will be granted vacation of:

2	Weeks After	1 Year
3	Weeks After	5 Years
4	Weeks After	15 Years
5	Weeks After	20 Years
6	Weeks After	25 Years

~~Employees hired on or after April 9, 2010 will be granted vacation of:~~

<del>2</del>	<del>Weeks After</del>	<del>4 Year</del>
<del>3</del>	<del>Weeks After</del>	<del>5 Years</del>
<del>4</del>	<del>Weeks After</del>	<del>15 Years</del>
<del>5</del>	<del>Weeks After</del>	<del>20 Years</del>

**Section 2.** Each week of vacation pay for each employee who has worked 1200 hours or more between vacation anniversary dates, shall be forty (40) times his day shift rate of pay in effect at the time vacation is taken, including shift differential if the employee is regularly assigned to a ~~second or third shift~~ **an eligible shift**. Time worked for pro-rata vacation pay is defined as straight time worked, overtime worked, and double time worked.

**Section 3.** Pro-Rata Vacation Pay

An employee who has worked less than 1200 hours between vacation anniversary dates will receive vacation based on time of service with the company and his vacation pay will be calculated by the following chart. Time of service for pro-rata vacation pay is defined as straight time worked, overtime worked, and double time worked. In cases where the pro-rata calculation is not evenly divided by four (4), it will be rounded up to the nearest four (4) hour increment (e.g., if the pro-rata calculation resulted in 79 hours it would be rounded up to 80 hours).

Hours	Percent of Pay received
1200 =	100%
1140 =	95
1080 =	90
1020 =	85
960 =	80
900 =	75
840 =	70
780 =	65
720 =	60
660 =	55
600 =	50
540 =	45
480 =	40
420 =	35
360 =	30

Cleveland, Mt. Holly, Gastonia

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300	=	25
240	=	20
180	=	15
120	=	10
60	=	5
0	=	0

This pro-rata vacation pay will be in the amount equal to straight time earnings including applicable second and third shift differential pay, if any, during the year immediately preceding the vacation date upon which he becomes entitled to such vacation.

**Section 4. See Local Language**

**Section 5.** During the months of May, June, July, August and September the Company may employ or recall from layoff temporary summer employees to fill in for senior employees while on vacation during such high vacation periods. Refer to Article 5 Section 2 (F) for temporary seniority employees and refer to LOU Temporary Summer Help for non-seniority employees.

**Section 6.**

- A. Any employee who has not completed the sixty (60) days worked probationary period will not be eligible for any pro-rata vacation payout upon separation from employment.
- B. In the case of an employee who has completed the sixty (60) days worked probationary period and terminates voluntarily (or otherwise), retires, or dies, payment will be made for all accrued and/or unused vacation. In the event of an employee's death, such payment will be made to his estate.

**Section 7.** Employees indefinitely laid off through a reduction-in-force will be paid for earned and accrued vacation pay including pro-rata to the last day worked. Upon request of an employee who is indefinitely laid off or terminated pending a just-cause determination by an arbitrator, the Company will defer payment of any vacation money to which he/she is entitled, but not in excess of twelve (12) months following layoff or termination. Vacation money paid subsequent to the date of layoff is payable at the employee's applicable vacation pay rate as of the date of his last day worked.

Upon recall from layoff of one (1) year or more, employees will be allowed to schedule up to one (1) week of vacation without pay within one (1) year of the recall date.

**Section 8. See Local Language**

For Union 4-27-24

*[Handwritten signatures for Union]*  
 Freddie Sene  
 Michael J. Jr.  
 Robert Bellon  
 Jason M. Fisher  
 Bob Ruggio  
 Tamya Andriy

Cleveland, Mt. Holly, Gastonia

For Company 4/24/2024

*[Handwritten signatures for Company]*  
 B. Belled  
 C. D. Fied






**TENTATIVE AGREEMENT**

**ARTICLE 11  
LAYOFF/RECALL**








If the employee fails such examination he shall remain on layoff until medically cleared. Employees, upon recall, who fail the drug screen for illegal substance(s) and/or legal substance(s) taken without a current prescription will result in termination **except for individuals who have a marijuana metabolites (THCA) test level of less than 100 ng/mL for screening and 30 ng/mL for confirmatory test. Those individuals will be allowed to remain on layoff and will be allowed to take another drug screen within thirty (30) calendar days. Employees who fail the second drug screen will be terminated.**

For Union

12/13 4-23-24

  
Jason M. Fisher  
  
Michael B. Currie  
Tanya Hendrix  
Paul Bellio  
Freddie Long  
  
Bob Higgins

For Company

4/23/2024  
  
Kelly A. Seaman  
  
Brenda  
  
B. Bellio  
Audrey K. Thomas  
  
  
  


## **TENTATIVE AGREEMENT**

### **ARTICLE 14 LEAVE OF ABSENCE**

#### **Section 1. Personal Leave**

Personal leaves under this Article are defined as emergency and / or hardship leaves of absence. Employees with seniority may be granted personal leaves of absence, without pay, for up to ninety (90) days upon written request to the Company, stating the reason for the leave (the Local Union will be given notice within forty-eight (48) hours). Employees requesting a personal leave of absence due to emergency or hardship reasons will not be required to use accrued benefits (sick time, vacation time, etc.) when applying for such leave. It is understood and agreed that personal leave is separate and apart from any requirements under the Federal Family Medical Leave Act as stipulated in Section 5 of this Article.

Such leaves are subject to HR Manager or Plant Manager / PDI Manager approval, but will not be unreasonably denied if the Company's operations or requirements permit. Seniority shall continue to accumulate during the personal leaves. No personal leave of absence will be granted to employees who are incarcerated. Any employee who accepts other employment while on leave of absence will be considered to have quit his job. Any disputes will be addressed with the Company and appropriate Union Representative.

Personal leaves of absence without pay must be a minimum of three (3) workdays.

Employees in the Attendance Control Program with thirty (30) or more chargeable hours are ineligible for personal leaves of absence.

Personal leaves may be extended for an additional period of thirty (30) calendar days upon approval of the Company. Such leaves will not be unreasonably withheld. Any disputes will be addressed with the Company and appropriate Union Representative.

#### **Section 2. Union Leave**

The Union will notify the Human Resource and Department Manager in writing in the event it is necessary for employees to have a leave of absence to attend to Union business. The Union will provide such notice at least forty-eight (48) hours in advance when feasible. Such notice will stipulate the number of employees and the duration of the leave. Daily Union leave will not exceed twelve (12). Such leaves will be granted by the Company. Any alleged abuses will be referred to the Heavy Truck Division of the UAW.

The Company will consider more than the aforementioned number of employees when requested by the Union providing the request would not abnormally affect the operation of the plant.

For purposes of "compensation" under the pension plan, employees of the Company on approved Union Leave will be paid for such Union Leave time by the Company provided the Union shall promptly reimburse the Company monthly for all pay provided for time not worked.

#### **Section 3. Medical Leave**

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Employees who are unable to work due to injury or illness will be granted a medical leave of absence, provided the employee completes the application for medical leave and presents medical proof of inability to work covering the period of disability. The minimum duration of medical leaves will be seven (7) calendar days. The maximum duration of medical leaves will be based upon employees' service with the Company to the same extent and period of time as they would maintain and accumulate seniority while on layoff.

#### **Section 4. Military Leave**

Employees who enlist in the Armed Forces of the United States or who otherwise are required to perform military service will be granted a leave of absence and shall be entitled to reinstatement to the extent and upon the conditions provided by applicable federal and state law.

#### **Section 5. Federal Family Medical Leave Act**

The parties recognize, understand and agree that the Federal Family Medical Leave Act, 107 Stat. 6, 29 USC 2601, took effect on February 5, 1994.

In some instances, FMLA leaves will be concurrent with leaves of absence covered by the Collective Bargaining Agreement, those cases where the employee is eligible for leave under the Daimler Trucks North America-UAW Collective Bargaining Agreement and the leave also qualifies under the FMLA, the Company intends to comply with the requirements of the FMLA as well as the separate provisions of the Collective Bargaining Agreement regarding covered leaves of absence.

- Automatically designate and apply absence time that is compensated under the short-term disability provisions of the Life, Disability and Health Care Benefits Program against an eligible employee's FMLA entitlement for up to two (2) weeks per calendar year.

Individuals placed in the Chronic Attendance Program will be subject to having any FMLA leave being taken concurrently with any paid leave the employee is entitled to including Paid Sick Leave, PTO, Vacation, and absence time that is compensated under the short-term and/or long-term disability provisions of the Life, Disability and Health Care Benefits Program.

Pursuant to the Company's present plan for compliance with the FMLA, the Company's rights under the act will be modified to:

- Employees seeking to use FMLA leave are required to provide thirty (30) day advance notice to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than thirty (30) days in advance the employee must provide notice as soon as practicable generally either the same or the next business day. When the need is not foreseeable, the employee must provide notice to the Company, via the third (3<sup>rd</sup>) party FMLA administrator, as soon as practicable under the facts and circumstances of the particular case, which should normally be within two (2) business days of the need for FMLA leave becoming known. Absent unusual circumstances, employees must comply with the employers' usual and customary notice and procedural requirement for requesting leave.

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- Provide that an employee on FMLA leave will continue to accumulate seniority in the same manner as the employee also would be eligible under the Collective Bargaining Agreement, respectively, as appropriate.
- Permit, but not require employees to substitute vacation and/or paid sick leave in single day increments for unpaid FMLA leave.
- Provide that employees who are married to each other will be each entitled to a maximum of twelve (12) weeks of qualifying leave under the Act.
- If two (2) employees apply for FMLA for the same event regarding the birth, adoption, or placement of a child, the time permitted for the event will be divided between the individuals and in no case will exceed twelve (12) weeks.
- Continue Company-paid Group, Life, Accidental Death and Dismemberment, and Disability Insurance during all FMLA Leaves.

Problems related to the implementation of this letter may be discussed by the representatives of the UAW Heavy Truck Department and the Company's Employee Relations Staff.

**Section 6. International Union Leave**

Upon application, the Company will grant a leave of absence to such of its employees, who are appointed to the staff of the International Union, provided the Company is furnished with written certification of such appointment. The employee will continue to accumulate seniority and pension credits per the pension plan during such leave. The International Union will notify the Company, to the extent possible, thirty (30) days in advance of the expiration of such leave(s). Upon the expiration of such leave of absence, the employee on such leave of absence under this section shall be returned to the employee's job in line with the employee's seniority and shall receive the rate of pay prevailing for that job.

**Section 7. Parent Involvement in School Leave**

In conjunction with the North Carolina School Leave Law, four (4) hours of excused leave per student without pay will be granted per year to any employee who is a parent, or guardian of a school-aged child so that the employee may attend or otherwise be involved at that child's school or designated location.

- The leave shall be at a mutually agreed upon time between the Company and the employee.
- The employee must submit a written request for the leave at least forty-eight (48) hours before the time desired for the leave.
- The Company will require that the employee furnish written verification from the child's school or designated location that the employee attended or was otherwise involved at that school or designated location during the time of the leave.


Note: Sporting events are not covered under this law/provision.

ARTICLE 14  
LEAVE OF ABSENCE

For Union






4-19-24

Ky R

  
Jason M. Fisher  
Michael B. Cune  
Ugd A. Chiles  
Bob Riggie  
Freddie Sims  
Janey Hendrix  
Priscilla Bledsoe  
M. O'Call  
W. T. Lytle

For Company

4/15/2024

  
Kelly A. Seaman  
Cinda Fisher  
B. Smith  
B. Sullivan  
Audrey Hottelamus  
  
  
  


## TENTATIVE AGREEMENT

### ARTICLE 15 DISCIPLINE AND DISCHARGE

**Section 1.** In the case of discipline, suspension or discharge, the Company agrees that an employee who shall have completed his probationary period provided for in Article 5, Seniority, shall not be disciplined or discharged without just cause. In all cases, a copy of written discipline notifications will be provided to the Union within twenty- four (24) hours of issuance to the employee. Employee requests for Union representation in accordance with the provisions of this Article shall be provided. Employees who elect not to be represented shall do so by signing the "waiver of representation" form provided by the Company in the presence of their Shop Committeeperson. The Union will be notified of suspensions and discharges at the time of such disciplinary meetings with employees. In cases where the immediate removal of the employee from the plant is required, the Union will be notified in writing of the disciplinary action within twenty-four (24) hours.

Grievances relating to suspension or discharge must be filed by the Union within five (5) working days from the date of notification, exclusive of Saturdays, Sundays, and holidays, and entered into Step 3 of the Grievance Procedure.

**Section 2.** Any employee who has been suspended or discharged may request the presence of his appropriate Shop Committeeperson to discuss the case with him in a private setting provided by the Company, unless the nature of his offense requires his immediate removal from the Plant. The Shop Committeepersons in said meeting will not experience a loss of earnings.

**Section 3.** The rights to discipline suspend or discharge employees shall remain in the discretion of the Company except that the Company shall have the burden to show such discipline, suspension or discharge was only imposed for just cause. Disciplines for violations of DTNA work rules and Company policies will be issued no later than fifteen (15) working days upon completion of the investigation.

**Section 4.** Disciplinary records will not be used for progressive disciplinary purposes after one (1) year from date of issuance. However, a break in active employment due to STD, LTD and layoffs will be extended time for time (e.g. employee who was disciplined in March 2010 and laid off or placed on disability in July 2010, recalled or returned from disability in January 2011, the discipline the employee received in March 2010 will be removed for the purpose of progressive discipline in September 2011 provided the employee has continuous employment).

**Section 5.** Where feasible, the Company recognizes that Shop Committeepersons are a valuable resource that can be used to assist in correcting an employee's negative behavior prior to issuing formal discipline. Supervisors will be strongly encouraged to utilize this resource.

**Section 6.** Standards for Discipline and Discharge

This letter memorializes the parties' understanding and agreement to the principles of "Just Cause" as referred to in the Collective Bargaining Agreement. The just cause principle entitles Bargaining Unit employees to "industrial due process" and consideration of specific mitigating and aggravating factors. The essence of the just cause principle is the requirement that the Company must have

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some demonstrable reason for imposing discipline. The parties agree that industrial due process includes the following elements: (1) notice to the accused bargaining unit employee of the specific allegations of wrongdoing or misconduct; (2) an opportunity for the accused Bargaining Unit employee to respond to the allegations before any final disciplinary decision is made and imposed; (3) that the Company will conduct a prompt and thorough investigation; and (4) that the Company will render a decision and take action within a reasonable time based upon the nature and consequence of the allegations and circumstances involved in each situation.

The parties agree that the levels of discipline must be proportional and will depend on the nature and consequence of the Bargaining Unit employee's offense, the clarity or absence of rules, the length and quality of the employee's work record, and the practices of the parties in similar cases. Discipline must bear some reasonable relation to the seriousness and/or frequency of the offense. Discipline for all but the most serious offenses will normally be imposed in gradually increasing levels aimed at correcting the offending behavior. Serious offenses include, but are not limited to, theft, physical assaults, willful and serious safety breaches, gross insubordination, and significant violations of law on the Company's time or premises.

The parties further agree that the Company will provide the Union and the accused with all relevant evidence, to include exculpatory evidence, gathered and considered by the Company in its determination to take any disciplinary action against a bargaining unit employee.

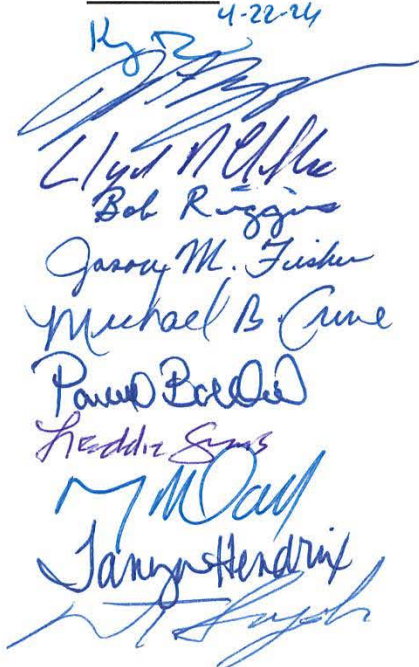
The parties also agree to the following definitions:

Mitigating factors include the Bargaining Unit employee's seniority, good work records, and in appropriate cases, the presence of provocation or misrepresentations leading to the misconduct.

Aggravating factors include such things as the seriousness, willfulness, or repetition of the misconduct and the harm stemming from the misconduct.

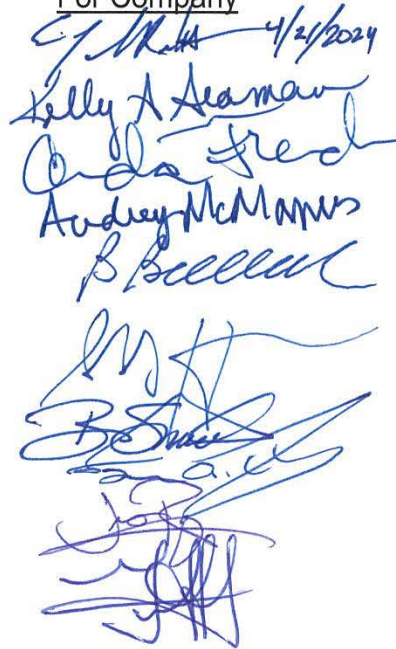
For Union

4-22-24

  
Lloyd N. Miller  
Bob Ruggins  
Gary M. Fisher  
Michael B. Crane  
Paul Berde  
Keddie Evans  
M. O'Call  
Janet Hendrix  
N. T. Lynch

For Company

4/2/2024

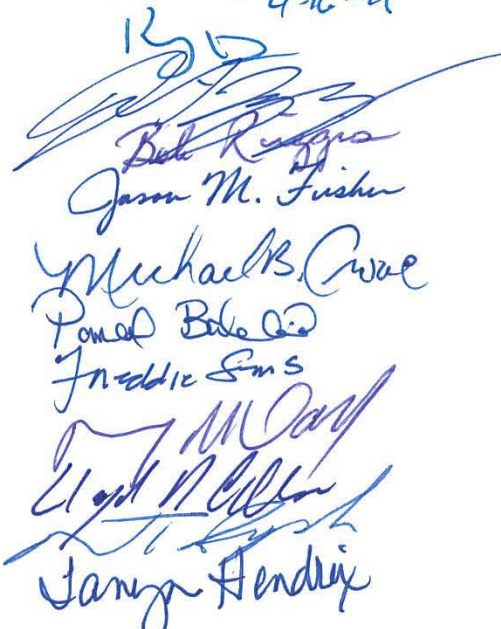
  
Kelly A. Seaman  
Orla Fred  
Audrey McManus  
B. Bellard  
M. H.  
B. Shiner  
S. A. G.  
J. J. G.

**TENTATIVE AGREEMENT**

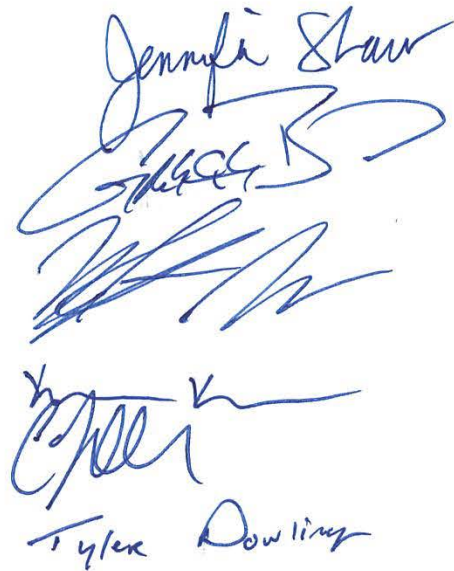
**ARTICLE 16  
HEALTH AND SAFETY**

**Section 1.** The Company shall make a significant effort to improve the safety and health of its employees by providing a workplace free from recognized hazards during the hours of their employment and will commit the necessary human and financial resources to achieve this goal in accordance with the Occupational Safety and Health Act of 1970. In addition to committed OSHA compliance, the Company shall provide industry relevant ANSI standards upon request to the UAW Health & Safety Representatives or the Alternate Safety Representative when acting as the Union Safety Representative to further improve DTNA Safety Program standards. To further the objectives of this program, each supervisor shall ensure that ~~conduct~~ biweekly (every other week) safety, health, ergonomic and/or jointly agreed informational meetings/trainings are conducted with employees and as appropriate health, safety, regulatory topics, and ergonomics issues will be discussed and employee input solicited. Bi-weekly meetings/trainings will be conducted in quiet areas such as at the Department Board or through online training applications. Minutes Rosters of the in-person meetings will be documented. Employees will be encouraged to communicate health and safety concerns at any time and during the biweekly meetings. Supervisors will attempt to immediately resolve the problem. If the problem cannot be resolved immediately, the supervisor will inform the Union Safety Representative of the issue. The employee will be informed when the problem is resolved.

For Union 4-16-24

  
Bob Ruggia  
Jason M. Fisher  
Michael B. Crowe  
Pamela Baker  
Freddie Sims  
M. Ward  
Elyse N. Ellison  
T. Bush  
Janice Hendrix

For Company

  
Jennifer Shaw  
Tyler Dowling



## TENTATIVE AGREEMENT

### ARTICLE 16 HEALTH AND SAFETY

#### Section 2. Personal Protective Equipment

The protective safety equipment, which will be provided by the Company, is set forth below. All personal protective equipment provided by the Company will continue to be of safe design and construction. Employees must wear the personal protective equipment, and make use of the protective devices and other safety equipment designed to protect them from injury and illness. The Joint Safety Strategy Committee (JSSC) will be responsible to review and recommend any policy changes for the use of personal protective equipment in the facility.

A) The Company will provide plano and/or prescription safety glasses to all employees starting their employment with the Company. All employees are required to wear ANSI-Z87.1 approved safety glasses with transparent, non-mirrored lens only and ANSI approved side shields in the course of their employment. The employee will provide the Company with a copy of their prescription and assume the cost of such prescription. **A Prescription safety glass vendor(s) will be mutually selected by the location UAW Safety Representative and Plant Safety Engineer.** Ultraviolet protection will be provided for mutually agreed to areas (i.e. outside work). When glasses are damaged in the course of an employee's work, they will be replaced by the Company at no cost to the employee. When a safety lens correction is required in **an** the employee's prescription, **as determined by an optician,** the cost of such lenses and frames ~~when necessary~~ will be assumed by the Company up to contracted price. The cost of replacement lenses and frames will not be assumed by the Company unless two (2) years have elapsed from the date of the last issue of prescription glasses, except for those instances where a change is necessitated by disease or injury in the opinion of a doctor. The replacement cost of **prescription** glasses lost or damaged by improper care by the employee will be at the expense of the employee. **The Company shall provide up to two plano safety glasses per year for employees who lose their plano safety glasses. After the allotment of two plano safety glasses, the replacement cost will be at the expense of the employee.**

New hire employees will sign an authorization for deduction of the cost of prescription safety glasses from their final paycheck in the event of termination during their probation period. Upgrades will be at the employee's expense beyond contracted price.

The Company will make safety glasses readily available to visitors upon entry to the plant.

B) The Company will provide a variety of types of Hhearing protection that will be made available in all areas where hearing protection is required.

C) The Company will reimburse employees required to wear safety shoes up to **\$175** per year for normal wear and two (2) times a year, when necessary, for severe use areas that have been approved by the JSSC. Severe use areas determined by the JSSC will be reviewed annually for any potential changes. A portion of each employee's shoe allotment may be used to purchase ergonomic shoe inserts only supplied by the selected shoe truck vendor. The Company and Union will select mutually agreeable safety shoe vendors. The plant specific voucher system for employees who work in severe use areas and are eligible for two (2) pairs of safety shoes will be continued. Voucher authorization will be by management, Union Safety Representative or and Company Safety Engineer/Manager. The voucher will be submitted to the local Payroll Office with the receipt for shoes purchased from non-payroll deductible sources. Employees who have safety shoes damaged in a work-related incident and have no annual allotment, will have their shoes reviewed by the Union Safety Representative & Safety Engineer using ANSI/ASTM standards to determine approval of an additional allotment.

D) Proper Flame-Resistant (FR) rated clothing will be provided to employees where their job tasks require them to wear such PPE. A job/task specific risk assessment must be completed to determine the need for FR rated clothing.

E) Foul Weather Gear (from Article 20 Section 22)




The Company will continue to provide foul weather gear for affected employees and provide secure storage areas for such gear. Additionally, weather protection will be provided for equipment **(PIV)** that is predominantly used **outside**. outside The company will issue mutually predetermined foul weather gear to employees regularly assigned to work in cold or wet atmospheres ~~will be issued predetermined foul weather gear provided by the company.~~ Employees regularly assigned to working outside (please refer to local language for affected areas) will be reimbursed for foul weather gear **every two (2) years**, during the life of this Agreement up to a maximum of \$250 ~~300~~. The JSSC will determine foul weather gear type and areas based upon a mutually agreed to criteria. A list will be maintained and reviewed annually for potential changes. The Joint Local Union and Company Safety Representatives will review any new request for foul weather gear **including damaged or severely worn gear that is protection compromised** and make the determination whether ~~or not~~ an employee qualifies **based on the agreed to criteria.**

F) Personal protective equipment furnished to employees except, for prescription glasses, **foul weather gear**, and safety shoes, must be returned to the Company when terminating employment. The cost of such equipment not returned in usable condition will be deducted from the employee's last paycheck, except for those items returned in unusable condition due to normal wear and tear.




Employees notified of layoff will not be eligible for reimbursement for safety shoes purchased after the date of notification of layoff unless approved by Union Safety Representative and the location Safety Engineer.

Personal protective equipment that is damaged as a result of a workplace injury **incident** will be replaced at Company expense after the ~~accident~~ **incident** investigation determines that the equipment was not a contributing factor in the **incident** accident.

For Union 4-25-24

  
Jason M. Fisher  
  
Jimmy Hendrix  
Ugdon Miller  
  
Michael B. Curran  
Parrell Bell  
Bob Riggins

For Company

  
  
Tyler Dowling  


## TENTATIVE AGREEMENT

### ARTICLE 16 HEALTH AND SAFETY

#### Section 3. Injury/Examination/Inspections/Monitoring

- A) Employees must report to their supervisor any injury suffered so proper treatment can be administered by the Medical Department or doctor. Reports should be made promptly after the employee becomes aware of the work relatedness of the injury or illness. The Company shall promptly make adequate provision for first aid, hospital care, and ambulance service as on all shifts (first, second, and third, and weekend).

The Company will survey employees on the quality of care in the medical department. The survey will be jointly developed and the results shared with the members of the JSSC. Improvements may be implemented based on survey results.

The supervisor will lead the investigation of all reported injuries; the investigation will begin immediately and be completed within twenty-four (24) hours, based on available facts. If determined that the serious injury was caused by an equipment malfunction, the investigation will be completed prior to another employee being assigned to that machine but no later than twenty-four (24) hours. Notification will be provided to the Union Safety Representative or designee prior to release of the equipment that has been involved in an accident incident.

Upon notification of an accident incident the supervisor will ensure that if there are any injuries that medical attention is provided immediately. As soon as possible the Company supervisor will notify the Union Safety Representative of or their designee. The Union Safety Representative or designee will be afforded the opportunity to participate in investigations.

The supervisor will investigate the accident incident and document the results of his/her investigation. This documentation will be forwarded to the local Safety Engineer and the Union Safety Representative.

The joint parties agree on the importance of reporting, investigating, evaluating, and determining corrective actions for "Near Miss" incidents which occur in the workplace. The joint parties recognize that the foundation of any successful safety process rests with a cultural atmosphere that allows employees to bring potentially hazardous situations to the attention of management in order to achieve timely correction. This line of communication can only be achieved if Employees are free to discuss self-report "Near Miss" incidents with supervision without fear of discipline reprisal. To this end, In order to proactively correct potential hazards, near miss reporting is encouraged and required. Workers will not be subject to progressive disciplinary measures provided there is no willful breach of safety

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policies discovered after a joint review of the near miss incident is conducted. The Company will instruct Management and employees at each facility on the importance of reporting "Near Miss" incidents.

Further, Near misses will be entered into Enablon B.E.S.T. 2.0 included as part of accident investigations with corrective actions identified and implemented plans and due dates. In the interest of mitigating hazards and improving our safety culture, the company will use counseling in lieu of discipline in those cases where and employee immediately self-reports a "Near Miss" incident involving a possible violation of safety rules. In addition, a communication in the form of a Huddle-Topic an awareness topic Safety Talk and/or other materials to encourage employees to immediately report near misses to their supervisor will be distributed across all locations. Any issues arising from this document will be resolved between the joint parties at the appropriate level.

Any equipment operator employee involved in an accident with property damage and/or injury will may be subject to the Drug and Alcohol Policy of this contract depending on the circumstances of the accident as determined by the Union Safety Representative and Safety Engineer.

In the event that a powered industrial vehicle (PIV) operator has two(2) accidents in which the operator was mutually (Union & Company) found at fault in one (1) year, the operator will have their operator's license revoked for a period of one (1) year and will be assigned to an open job (placement to be decided by Human Resources and the Shop Chairperson) that does not require the use of a PIV. Employees who have moved will not retain rights to return to the previously held position.

- B) If a medical examination or test given to an employee by the Company discloses any abnormal conditions, the employee shall be informed of said conditions and shall be given a full copy of any written opinion or recommendation made by the doctor.

Medical examinations will be offered at an off-site location for employees if they are potentially overexposed to in-plant chemical agents. Safety Data Sheets (SDS) will be provided to the employees upon request. Published Biological Exposure Indices such as those developed by the ACGIH will be used as a guide.

- C) The Company agrees to notify the Union Safety Representative or his/her Alternate in advance, or upon the Company's knowledge of health and safety inspections by OSHA, insurance loss control, environmental inspections, boiler inspectors, city, county and state inspections related to health and safety, licensed health and safety inspectors and any health and safety consultants retained by the Company. The Union Safety Representative will be afforded an opportunity to accompany such officials or consultants and provide any pertinent information to them. Upon request, the Company will provide a copy of such

reports, including those of insurance inspectors, to the Union Safety Representative regarding violations of applicable local, state, or federal codes or standards.

D) In an effort to monitor and control noise and air quality in the plant, the Company will maintain noise measurement equipment, current NIOSH approved detector tubes for sampling airborne contaminants and appropriate multi-gas meter for air monitoring. Direct reading sampling equipment will be purchased, rented or contracted for the purpose of air quality surveys of the contaminants identified by the JSSC. The Union Safety Representative, Alternate and location Safety Engineer will be trained on the use of this equipment. A chain of custody will be used for quality assurance when sampling is performed. The location Safety Engineer and Union Safety Representative will evaluate the need for testing if there are process changes or other exposure changes. Specific exposure limits are to be reviewed and agreed upon by the location Safety Engineer and Union Safety Representative. The Company will use ACGIH TLV's and will strive to achieve NIOSH REL's, unless local or federal regulations are lower, as the standard for comparison. For chemicals where no TLV or PEL exists, the Company will seek other sources for bench marking such as best practices in industry. The location Safety Engineer and Union Safety Representative will conduct industrial hygiene monitoring when valid employee complaints are registered to their supervisor, Union Safety Representative or the Medical Department and in areas where isocyanates are used. The isocyanate program will proceed as follows:

- These areas will be identified by the Union Safety Representative and Location Safety Engineer within ninety (90) days of ratification.
- Once these areas have been identified the Union Safety Representative and the Location Safety Engineer will prioritize the list.
- The Union Safety Representative and Location Safety Engineer will then identify those personnel who require baseline medical surveillance to determine the level of any potential previous isocyanate exposure and will sample the areas using the ASSETNCO sampler or its equivalent to determine the potential isocyanate exposure.
- The Union Safety Representative and Location Safety Engineer may decide, in each of the predetermined areas, that industrial hygiene monitoring should be performed prior to baseline medical surveillance to identify which employees should be included in the program.
- If an isocyanate overexposure is detected during monitoring, the employee will be placed into a mandatory medical surveillance program using the NIOSH protocol or other available technologies.

The program will consist of detailed physical examination, medical history, pulmonary function testing, urine and/or blood sampling for antibodies related to isocyanate exposures and chest x-rays, if deemed necessary by the treating physician. Employees restricted from working in identified isocyanate areas will be placed per the Agreement. The Company will provide the Union Safety Representative and the JSSC chairs a copy of the results of industrial hygiene surveys.

**TENTATIVE AGREEMENT**

**ARTICLE 16  
HEALTH AND SAFETY**

**Section 3. Injury/Examination/Inspections/Monitoring**

For Union

4-16-24

*KJR*  
*[Signature]*  
Jason M. Fisher  
Michael B. Crowe  
Peggy Belloni  
Hedden Sims  
*[Signature]*  
Wendy [unclear]  
[unclear]  
Janys Hendrix  
Bob Riggs

For Company

Jennifer Shaw  
*[Signature]*  
*[Signature]*  
Cyle  
[unclear]  
Tyler Dowling

## TENTATIVE AGREEMENT

### ARTICLE 16 HEALTH AND SAFETY

#### Section 4. B.E.S.T. Program

The Bringing Excellence to Safety Teams (B.E.S.T.) program has been launched and agreed to by both parties as a method to implement the hierarchy of controls to manage health and safety related programs and activities.

The B.E.S.T. program will be a tool for bringing safety concerns to the attention of Management and the UAW. This program will be used to track any safety issues brought up by Management or represented team members through to the satisfactory completion of both parties. Overall implementation of the B.E.S.T. program is designed to ~~complement~~ complement provisions associated with health and safety in this Article and the parties are committed to integrated management of the program. The B.E.S.T. program will not supersede provisions of this Agreement.

#### A) Joint Safety Strategy Committee (JSSC)

In order to ensure the B.E.S.T. program will achieve its full potential uniformly throughout DTNA, The Union and Management agree to maintain a JSSC at each location.

There shall be a JSSC consisting of the Plant Manager, Facilities Manager, Director of Manufacturing/Production Manager, Logistics Director or Materials Manager, Manufacturing Resource Manager, and Location Safety Engineer from Management at a minimum. From the Union: Shop Chair, Union Safety Rep, Alternate Safety Rep at a minimum. In order to conduct the meeting there must be a quorum of at least the Plant Manager or Director(s), Shop Chair or Alternate, Location Safety Engineer, and Union Safety Rep. The Plant Manager and the Local Union President or Shop Chairperson shall serve as Co-chairs of the JSSC. The JSSC will oversee and direct the activities of the B.E.S.T. Hazard Investigation Team (HIT). The JSSC shall meet once each month to (but not limited to):

1. Review the results of the previous month's B.E.S.T. HIT meetings.
2. Review the status of contractual safety and health issues.
3. Discuss and resolve issues that cannot be resolved at the HIT level.
4. Review the previous month's OSHA recordable injuries.
5. Review any safety concerns brought to the Committee's attention by an employee.

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6. Assist in obtaining better employee cooperation with the enforcement of accident prevention rules.

7. A jointly agreed upon agenda will be created including a report out of any open items such as: results of industrial hygiene surveys, ergonomic issues, Safety Data Sheets, employee complaints, Outside Contractor Safety Program, Supervisor Accident Reports, local safety and health education programs, Lockout, Confined Space, Ergonomics, and Accident Investigation.

8. Minutes of the JSSC meetings shall be taken by a designee. Copies shall be made available to the JSSC members. Minutes will be approved by the Co-chairs at the end of the meeting.

9. It is understood that the Co-chairs of the JSSC will be afforded an opportunity to participate in investigating occupational injuries and illnesses in the plant. Any applicable information and photographs will be made available for the Union to review. The Union Safety Representative shall also have the right to conduct incident investigations and take photographs. The Company will promptly notify the Union Safety Representative of all significant injuries, illnesses and medical emergencies.

10. The Union Safety Representative or alternate will be provided advanced notification of industrial hygiene and noise surveys and be allowed to participate.

11. Address other issues as needed. Any issues that have been addressed **discussed** by the JSSC which cannot be satisfactorily resolved shall be referred for resolution to Step 3 of the grievance procedure.

Members of the JSSC will receive appropriate health and safety and ergonomics training as agreed to by the JSSC. In addition, the Union Safety Representative and the location Safety Engineer will attend three (3) mutually agreeable training sessions each year, with one (1) being internal training, one (1) being regional, and the third (3rd) being national training. Internal is defined as a joint training provided by the UAW International or a reputable, outside source and conducted onsite at one (1) of the NC-DTNA/UAW locations consisting of a topic that is relevant and important to all represented NC-DTNA/UAW locations whenever possible. It is understood that the internal training would be attended jointly by each Union Safety Representative, Alternate Safety Representative as well as the locations Safety Engineer. The regional training and the national training will be attended by each Union Safety Representative and the location Safety Engineer. Regional is defined as a joint training provided by the UAW International or a reputable, outside source and conducted within the states VA, NC, SC, GA or TN, also consisting of a topic that is relevant and important to all represented NC-DTNA/UAW locations whenever possible. The national training will consist of one of the following:

1. American Society of Safety Engineers **Professionals** (ASSEP) Annual Conference and Expo.
2. National Safety Council Annual Congress and Expo.
3. Or any other mutually agreed upon event.

The specific event to be attended each year will be decided jointly by the Union Safety Representative and the location Safety Engineer of each site. In the event that a majority decision cannot be made then the decision will be made jointly by the UAW International Regional Representative and the Corporate Safety Manager.

Any employee traveling will be required to follow DTNA policy for submitting post-trip expense reports. The Company will cover expenses associated with the internal, regional, and national training sessions.

Any safety training held at the location will be available to the Alternate Union Safety Representative. Other training must be agreed to by the Local Union Shop Chair and the Plant Manager upon request.

B) Hazard Investigation Team (HIT)

There shall be a HIT consisting of ~~a mutually agreed upon number~~ of members appointed by the Union and ~~an equal number~~ of members of Management from **each department of** the plant. The Union Safety Representative and the location Safety Engineer of their respective designees shall serve as co-chairs of the HIT. The co-chairs will ensure that appropriate methods of investigation are used, the hierarchy of controls is applied to all corrective actions, and the HIT is adequately trained and fully staffed at all times. The HIT shall meet once each week to:

1. Review the status of past due hazards found during weekly inspections and make recommendations for the correction of such hazards.
2. Review any Supervisor Accident Investigation Reports from the previous week and critique their containment and corrective actions taken.
3. Minutes of the HIT meetings shall be taken by one (1) of the Company members, and if acceptable, electronically signed by the location Safety Engineer and Union Safety Representative. Copies shall be distributed to the HIT members.
4. Members of the HIT will receive appropriate B.E.S.T. hazard recognition training, including database entry and on-floor inspections.
5. Union members of the HIT will be afforded the time needed to do joint weekly inspections with supervisors in their assigned areas regardless of manpower issues.
6. Coaching for HIT will be provided by the HIT co-chairs or their designees.

**TENTATIVE AGREEMENT**

**ARTICLE 16  
HEALTH AND SAFETY**

**Section 4. B.E.S.T. Program**

For Union

4.16.24

*[Handwritten signatures]*  
Jason M. Fisher  
Michael B. Owen  
Paul Bellini  
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[Signature]  
[Signature]  
Janet Hendrix  
Bob Riggs

For Company

Jennifer Shaw  
*[Handwritten signatures]*  
[Signature]  
[Signature]  
Tyler Dowling

## TENTATIVE AGREEMENT

### ARTICLE 16 HEALTH AND SAFETY

#### Section 5. National Safety & Health Summit and Best-practice Sharing Meetings




Once during the life of the contract, the parties agree that a national safety and health summit will be conducted. The purpose of the summit is to share best practices, discuss timelines for implementation of forecasted efforts, and discuss solutions to challenges that present future opportunities as well as communicate successes relative to the Collective Bargaining Agreement language. Participants shall include Local Union President, Shop Chairperson and Union Safety Representative along with International leadership from the UAW. DTNA representation should consist of Plant Managers, HR Managers, location Safety Engineers, Corporate Safety Manager and appropriate officers and directors. Best-practice sharing meetings will be held quarterly each year twice a year in the first (1<sup>st</sup>) and third (3<sup>rd</sup>) quarter of the year, with the ability to expand the frequency as needed by mutual agreement. **The purpose of the meetings is to share best practices, discuss timeline for implementation of forecasted efforts, and discuss solutions to challenges that present future opportunities as well as communicate successes relative to the Collective Bargaining Agreement language.** These meetings will include, but are not limited to, the Location Safety Engineers and the Union Safety Representatives. The group will meet within ninety (90) days of ratification to determine the format of these meetings.

For Union

4-16-29

  
Bob King  
Jason M. Fisher  
Michael B. Crane  
Doreen Bellon  
Freddie Lewis  
M. M. Call  
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Janyra Hendrix

For Company

  
Jennifer Shaw  
  
  
Tyler Dawling

## TENTATIVE AGREEMENT

### ARTICLE 16 HEALTH AND SAFETY

#### Section 6. Ergonomics Program

(4) It is the Company and Union's objective to ~~establish and~~ maintain an effective ergonomics program, appropriate to each facility, ~~in order to~~ control occupationally related Musculoskeletal Disorders (MSD). The Company and Union both recognize their responsibilities to support the Ergonomics Program by providing the necessary resources and leadership through the JSSC. All aspects of the Ergonomics Program will be jointly developed, implemented, and administered by the Ergonomics Committee.

The parties agree to maintain the roles and responsibilities of each specific location's Ergonomics Committee. The course "Building Effective Joint Ergonomics Committees" will be held, as needed.

#### (3) A. Ergonomics Committees

1. An Ergonomics Committee of equal representation will be maintained at each facility and co-chaired by the Company and the Union. The committee ~~established at the facility~~ will include, but not be limited to, the Union Safety Representative, location Safety Engineer, members from Facility/Maintenance Departments, Engineering, Medical, Production and/or Logistics Departments, ~~Corporate Manufacturing Engineering~~, Ergonomics Coordinators/Soft Tissue Therapists, and appointed UAW members ~~trained analysts~~, as appropriate. One (1) member will be dedicated as an Ergonomic Engineering Champion. The Ergonomics Committee will:

- a. Meet monthly to review employee injuries and illnesses to identify potential ergonomic problems.
- b. Conduct and review ergonomic job analyses.
- c. Evaluate the status of the facility's prioritized problem job listing.
- d. Review the upcoming and completed CI events.
- e. Recommend job improvements.
- f. Oversee related ergonomics training.
- g. Help to implement corrective actions when necessary.

The Company agrees to implement ergonomic solutions within a three (3) month time frame after a job analysis determines corrective action is required. Problem jobs have not been corrected within three (3) months of the ergonomics job analysis will be placed on the agenda of the facility JSSC. The Ergonomics Committee will utilize the consultation of the International Union's Ergonomic Specialist when they deem it appropriate to aid the Ergonomics Committee.

#### 2. Corporate Joint Ergonomics Steering Committee

100 4-19-24

The Corporate Joint Ergonomics Steering Committee's mission is to promote ergonomic awareness, develop and implement technical documentation, program documentation and guidance information and to act as a point of contact/reference for all UAW-DTNA locations. Each of the UAW-DTNA represented locations will have at least one (1) UAW Ergonomics Committee member as part of the Corporate Joint Ergonomics Steering Committee.

The Committee will also identify and make available assessment tools to assist DTNA in developing strategies to avoid and minimize musculoskeletal injuries. The committee will monitor the effectiveness of the program components, documentation, and training through the risk assessment process and Corporate Safety Audit modules.

The Committee will meet quarterly to achieve objectives/goals and share best practices. The Company will ensure at least one (1) member of the Corporate Design Engineering Group and/or one member from the Corporate Manufacturing Engineering Group will be part of this committee to act as a liaison for ergonomic issues related to engineering.

- (2) **B.** The Company recognizes that analyzing and reviewing all symptom survey and injury data is an important step in the ergonomic process and will begin working toward that end. The Ergonomics Committee will be provided MSD-related data to analyze and track. The Ergonomics Committee will use this information to identify jobs and departments with the highest rates of MSDs and maintain a priority job list. Employees will have the opportunity to submit recommendations to the Ergonomics Committee through the employee suggestion system.

~~Ergonomic analysis shall be conducted by the location Safety Engineer and/or Union Safety Representative and/or those trained in the tools agreed to by the Ergonomics Committee. Ergonomic improvements made as a result of these analyses shall be incorporated into standard work.~~

- (4) **C.** Job Evaluation

- (a)1. Ergonomic analyses shall be conducted by the location Safety Engineer and/or Union Safety Representative and/or those trained in the tools agreed to by the Ergonomics Committee. Ergonomic improvements made as a result of these analyses shall be incorporated into standard work documents. The primary tools used to evaluate standardized work and maintenance tasks will include the UAW-GM Risk Factor Checklist and the Washington State Caution Zone Checklist and will be further developed and revised as needed. The Ergonomic Committee will select additional advanced method(s) of job analysis based on mutual agreement, such as, but not limited to ACGIH Hand Activity Level TLV, Rhomert recovery model for

analyzing shoulder stress, Snooki-Cirello Tables for push and pull motions, NIOSH 1991 Lifting formula, the Washington State lifting model, ~~and three (3) dimensional static strength prediction model,~~ **and any recognized ergonomic tool available in the ergonomics industry.** The use of qualified outside source(s) to perform job analyses will be considered jointly but will not reduce the duties of the Union Safety Representative. Ergonomic job evaluation(s) will be conducted within two (2) weeks of a reported job-related MSD, when the Company becomes aware of an ergonomic risk factor, when a symptom survey indicates an ergonomic issue, and when major machinery and equipment changes are made. Employees performing jobs being analyzed will be asked to provide input on problem aspects of the job and potential corrective measures. Employees performing the job will be notified prior to job changes.

~~(b)~~**2.** Ergonomic job evaluations will be entered into a computer database and can be accessed via a handheld device, which will be selected during the Implementation Meeting. The Ergonomics Committee will establish and have access to this system for consistent recordkeeping, tracking of problem jobs, and provide a convenient method to update evaluations after job changes or ergonomic improvements.

~~(c) Ergonomic design criteria and checklists will be selected by the Ergonomic Committee for use in the review of new equipment and processes such as ANSI B11 Appendix for Ergonomics Design.~~

~~(d)~~**3.** Trained Analysts of each facility Ergonomics Committee will be afforded the time needed to perform their periodic ergonomic job evaluations and attend scheduled meetings.

**4. In order to identify elements of Skilled Trades jobs that require necessary ergonomic interventions, the joint Ergonomics Committee, under the guidance of the JSSC, will develop a Skilled Trades Ergonomic Assessment Form to effectively and efficiently analyze Skilled Trades jobs.**

~~(e)~~ **D. Job Improvements**

~~(e)~~**1.** Ergonomic design criteria and checklists **have been developed by the Corporate Joint Ergonomics Steering Committee** will be selected by the Ergonomics Committee for use in the review of new equipment and processes. ~~such as ANSI B11 Appendix for Ergonomics Design.~~ **Engineers, TOS Implementation Team members and Contractors will follow the Corporate document "DTNA Ergonomic Design Guidelines for Control of Musculoskeletal Loads" when designing work stations, work processes and purchasing and/or building equipment and tooling.**

**2.** Feasible Engineering controls (job redesign) will be implemented as the preferred method to control ergonomic risk factors. **When engineering controls are not**

feasible, the Hierarchy of Controls will be followed in eliminating or reducing ergonomic risk factors. Employees performing the jobs will have direct input into the redesign of their workstation using the Standard Work process.

3. Seats, chairs, mats or insoles can be considered appropriate solutions to control specific ergonomic risk factors. The Company agrees to leave such devices in place when they are provided in accordance with the guidelines and are recommended by the Ergonomic Committee.

(6) E. Training

(a) 1. New Ergonomics Committee members will have initial internal Practical Ergonomics Training (PET) as soon as practical possible, but at least within twelve (12) months of appointment to the Committee. Participants will be able to perform evaluations using the basic risk factor checklist. The Ergonomics Committee will receive additional internal training on other advanced risk factor analysis tools.

(b) 2. An Ergonomics Awareness Training Program will be developed for all facility employees. This awareness training will be conducted every three (3) years annually and during new/recall employee orientation. Employees will have the opportunity to submit recommendations to the Ergonomics Committee through the employee suggestion system.

(c) 3. In addition to general practical ergonomics training, manufacturing engineers and design engineers will be trained initially in the job evaluation tool(s), design criteria and checklists used for equipment and process reviews.

(d) ~~The Ergonomics Committee will utilize the consultation of the International Union's Ergonomics Specialist when they deem it appropriate to aid the Ergonomics Committee.~~

For Union 4-14-24

*[Handwritten signatures for Union: Jason M. Fisher, Michael B. Am, Chad P. Allen, J. Maddie Sims, Janey Hendrick, Powell Bell, Ryan M. Coffey, Bob R. Higgins]*

For Company

*[Handwritten signatures for Company: Jennifer Shaw, Tyler Downing]*



## TENTATIVE AGREEMENT

### ARTICLE 16 HEALTH AND SAFETY

#### Section 7. Miscellaneous

##### 1. Occupational Health

###### A) Noise Abatement

The Company and the Union recognizes that noise induced hearing loss is a permanent and irreversible condition that significantly affects the quality of an employee's life. Management and the Union are committed to reducing noise levels in the plant. **An initial noise determination process will be repeated for any significant change in production, process, equipment, controls or personnel which may result in new noise exposures at or above eighty (80) dBA.** A comprehensive sound survey will be conducted **at least every two (2) years at each plant** to measure sound exposures throughout the plant(s). The survey will identify **those** areas of the plant(s) required to participate in a hearing conservation program and **those** areas required to wear hearing protection. Areas found to be in excess of eighty (80) dBA as an eight (8) hour time-weighted average (**TWA**), will be evaluated for engineering controls to reduce noise levels below eighty (80) dBA. The survey will identify the primary sources of noise and list engineering controls to reduce exposure. The Company and the Union will **continue to maintain a comprehensive noise abatement program to address areas exceeding eighty (80) dBA on an eight (8) hour TWA.** The goal of the noise abatement program is to significantly reduce the number of employees required to wear hearing protection as a result of eliminating exposures to hazardous levels of noise. The JSSC will review the noise abatement program each year. The Company will establish an eighty (80) dBA specification for new machinery, equipment and powered hand tools. Deviations from the noise specification, when compliance is not feasible, will be reviewed by the JSSC. **The Hierarchy of Controls will be utilized to develop noise abatement programs to reduce noise levels in areas where hearing protection is required.** Powered hand tools will be evaluated for compliance with the noise specification and ergonomics design guidelines prior to purchase.

###### B) Industrial Hygiene and Hazardous Chemical Use Reduction

1) Effective control of hazardous materials will serve to protect the employees of DTNA as well as the environment in the surrounding community. The Company and the Union are committed to the continuous reduction in the use of hazardous materials.

WSD

This will be accomplished through process changes and on-going efforts to identify safer substitutes for materials currently in use. This program will be reviewed with the JSSC and is expected to reduce employee exposures and protect the environment and to improve communication when products or processes are introduced into the work environment. The Union Safety Representative will participate in the Chemical Review Committee. Initial process reviews will include intra-plant benchmarking on electrostatic spray paint transfer efficiency and spray booth cleaning methods. The Company will use ACGIH TLV's and will strive to achieve NIOSH REL's, unless local or federal regulations are lower, as the standard for comparison. For chemicals where no TLV or PEL exists, the Company will seek other sources for bench marking such as best practices in industry.

### C) CADMIUM AND HEXAVALENT CHROMIUM USE

During the course of these negotiations, Management and the Union have held discussions concerning cadmium and hexavalent chromium in the workplace. The below elements were agreed to:

1.) The Company commits that it will not use cadmium-coated fasteners in the assembly process.

2.) Hexavalent chromium will not be utilized as it pertains to metal pretreatment.

3.) In the unlikely event that cadmium-coated fasteners or hexavalent chromium as it pertains to metal pre-treatment are found in the plant, the Company will provide a risk communication regarding cadmium and hexavalent chromium to all affected employees within the facility. Should an exposure occur, the Company will schedule and pay for biological testing conducted by a mutually agreed upon certified laboratory and will ensure that any cadmium-containing residue and hexavalent chromium containing residue is properly cleaned up and disposed.

4.) The DTNA Corporate Manager of Health and Safety, the UAW International Health and Safety Representative, and the Local Health and Safety Representative agree to meet, discuss, and determine the adequacy of our existing strategy relating to cadmium and hexavalent chromium and determine if any additional actions may be required.

5.) If any components/parts containing Cadmium are found to be in any UAW represented plant covered under this Agreement, the Company will communicate to the work force to minimize exposure. The Company will work with those vendors to identify suitable alternatives and follow procedures outlined in Section 3 above.

#### D) Plant Ventilation Systems, Heat Stress

The Company recognizes the importance of ventilation systems to maintain a comfortable and safe environment, and control air contaminants and reduce the risk of fires and explosions. Preventive maintenance programs will be implemented and maintained to ensure that plant ventilation systems operate properly. All exhaust ventilation and make up air units will be rated the highest priority. The Manager of Maintenance will review the program with the JSSC on a periodic basis, or at a minimum, annually. The Company will perform a ventilation study on new equipment as and mutually agreed to establish baseline performance requirements.

The Company is committed to effectively controlling ambient temperature within the DTNA facilities during periods of high or low temperature conditions. The parties agree to identify economically feasible ways to improve air movement through the locations to address employee exposure to high or low temperature conditions.

The Company will monitor temperatures (the JSSC will verify) during high or low temperature conditions. The Company will purchase a mutually agreed to heat index measuring device capable of monitoring the heat index for each plant. In areas of the plants where the heat index is typically highest, the UAW Safety Rep or a Company designee will measure the heat index via a company provided Wet Bulb Globe Temperature device or equivalent. Should the heat index reach  $\geq 90$  degrees in affected work areas, the Company will follow the established DTNA Occupational Safety and Health Environmental Heat Stress Policy by providing 10 minutes of rest break every 2 hours of exposure. Should the heat index temperature reach  $\geq 100$  degrees in affected work areas, 15 minutes of rest break will be provided every hour of exposure. The Company will supply ample hydration stations, drinking fountains, and electrolyte drinks as well as any other heat relief items that protect exposed workers during periods of excessive heat conditions in affected work areas. In addition to the DTNA Occupational Safety and Health Environmental Heat Stress Policy, the April 8, 2022, OSHA directive on Heat Related Hazards (CPL 03-00-024) including NIOSH criteria for Recommended Alert Limits (RAL) and Recommended

Exposure Limits (REL) will be referenced as a guideline to protect workers from heat related injury/illness potential. The company agrees to train all employees on heat illness prevention and provide a detailed review of the heat illness compliance program. Annual refresher training will also be provided.

E) Pandemic Health Protocols

During the course of these negotiations, Management and the Union have held discussions concerning global pandemics and its effects in the workplace regarding health and safety.

The parties agree that if the World Health Organization (WHO) declares a global pandemic, the Company will follow the guidance protocols of the Centers for Disease Control and Prevention (CDC) or local government agencies, whichever is stricter, by establishing protocols to reduce the spread of any novel pandemic virus.

2. Safety Processes & Procedures

A) Review of New Equipment and Rearrangements

New equipment (including used equipment from other facilities) and rearrangements will be reviewed **and signed-off** by the Facilities/Engineering Manager, location Safety Engineer and the Union Safety Representative prior to being placed into operation. The Certification of Facility Equipment Installation (preliminary form 09ME-R02 or preliminary form 09ME-R04) **or another approval/buy-off process** will be routed to the Location Safety Engineer and the Union Safety Representative for review and sign-off.

If the new equipment and/or rearranged equipment does not meet applicable OSHA standards and Relevant Consensus Standards, the equipment will be immediately assessed jointly by the Union Safety Representative, the Location Safety Engineer, and the Project Lead Representative prior to the equipment being placed back into service.

When work areas are redesigned for new operations, new models, or new technology, upon completion of the modifications, changes may be reviewed on-site by the International Health and Safety Department, upon request.

**B) Outside Contractor Safety Program**

The Company will maintain an Outside Contractor Safety Program and provide a copy to the JSSC for their review. **Outside Contractors will be required to comply with all Federal, State, and Municipal Health and Safety regulations as well as company health and safety policies and procedures.** The Company will notify the Union Safety Representative, in advance, of contractors working in the plant **and a job site safety plan will be developed and reviewed prior to commencement of on-site work. Where construction or maintenance work requires that contractor employees work in proximity to DTNA-UAW employees, additional precautions will be taken to minimize any adverse safety or health concerns.** Management **and Union Safety Representatives** will conduct periodic inspections **and monitor the work of outside contractors so they may correct any safety related violations immediately** ~~to ensure compliance.~~ Contractors found to violate health and safety regulations and standards will be advised and will be expected to implement corrective action or be required to leave the facility.

**C) Plant Emergency Response Drill**

The parties agreed to regular trials of an Emergency Evacuation Plan and Severe Weather Plan. It was further agreed that an Emergency Evacuation Drill or Severe Weather Drill will be conducted on each shift if production employees are assigned to the shift. The drills will be conducted on an annual basis. These planned and pre-announced drills will be to familiarize employees with the emergency warning system, evacuation routes, and assembly areas. Future drills will be conducted as deemed necessary by the JSSC. The Plant Emergency Evacuation Routes will be periodically updated to reflect changes in the plant. In addition, emergency coordinators will receive annual refresher training, and the emergency alarm will be activated at least once a year, at pre-announced times, for familiarization purposes. Supervisors will review the evacuation routes and warning system, Severe Weather Plan and the Active Shooter Plan with employees at least twice a year during Supervisor Safety Awareness meetings. **A written Plant Emergency Response Plan will be maintained with up-to-date contact information that includes responsible plant personnel as well as local municipal emergency response agencies.**

#### **D) Powered Hand Tools Safety**

A preventive maintenance program for powered hand tools will be maintained. Defective powered hand tools will be immediately removed from service and tagged out.

**The Company agrees to reduce slip and trip hazards by reviewing and replacing powered hand tools. A joint hazard assessment will be conducted to review hand and portable power tools with electrical flex cord and pneumatic hose connected tools used in production and assembly areas. Based on the results of the assessments the company agrees to create a priority list and replace those high risks tools with cordless, battery powered hand tools provided battery powered hand tools meet the torque specifications/applications needed to perform the work.**

#### **E) Audits**

An annual comprehensive Health and Safety audit of each NC DTNA/UAW represented facility will be conducted by the Corporation, International Union, Local Union, and Plant Management. ANSI Z10-2019 protocols will be used to further develop the current audit process.

The parties agree that beginning in 2019, a follow-up event to the **joint audits** will take place within ninety (90) calendar days of the facility submitting a corrective action plan. **A** The corrective action plan will be completed within fifteen (15) working days of the facility receiving the final **audit** report. The corrective action plan will then be submitted to the Corporate Safety Manager and the International Union for review. A follow-up event is defined as a conference call, web conference, video conference, online meeting, or onsite visit to be mutually agreed upon by the Location Safety Engineer, Union Safety Representative, Corporate Safety Manager, and UAW International Safety & Health Department. These follow-up events will apply to NC DTNA/UAW facilities that had, in their most recent audit, significant regulatory requirements either missing or not effectively controlled or have exposure with repeat findings and potential violations within a module.

## **F) Liability**

The International Union, Local Union, the JSSC and Union officials, employees and agents shall not be liable for any work connected injuries, disabilities, diseases, deaths, or loss resulting there from which may be incurred by employees of the Company or by third parties while on Company property. This is not intended to and does not increase the Company's liability in such cases beyond its normal exposure, if any (i.e., worker's compensation).

## **G) Health and Safety Training**

### **1. General Population**

The parties agree that health and safety training is an essential part of an effective safety program. All health and safety training curriculum will be approved by the location Safety Engineer and the Union Safety Representative prior to being delivered to employees. The training must meet all applicable OSHA training requirements and all DTNA guidelines.

### **2. Skilled Trades**

**All Skilled Tradespersons will receive mutually approved Powered Industrial Vehicle Operator Training, Aerial Lift Operator Training, Fall Protection Equipment Training, Confined Space Entry Training and Lockout Tag Out Training upon initial assignment to the Maintenance Department. In addition, Electrical Safe Work Practices/NFPA 70E Arc Flash Training will be conducted for all Electricians, Electronics Technicians & HVAC Technicians. Refresher training in all safety related topics will be provided as determined between the parties.**

### **3. Certification Training for Safety Trainers**

**The Company agrees to cover the costs associated with training certifications for the UAW Safety Representative, Alternate UAW Safety Representative and other mutually agreed to facility trainers for regulatory safety topics including, but not limited to, Powered Industrial Vehicle Operation, Cranes and Hoists Operation, Fall Protection Competent Person,**

**and Lock Out Tag Out. Those trained will be the designated trainers on the specific topics.**

### **3. Worker Protections**

#### **A) Lockout**

The Company and the Union jointly recognize the importance of the Lockout program, and every effort will be made to ensure the safety of all employees. It is the policy of DTNA and endorsed by the UAW that Lockout is required where employees may be exposed to hazardous energy which could cause serious injury or fatalities. **Therefore, the company agrees to the following:**

**1. Proper utilization of energy isolating devices during servicing and maintenance of machines and equipment in which the unexpected energization or start-up of the machines or equipment, or release of stored energy could cause injury to employees.**

**42.** Maintaining placards containing machine specific lockout procedures, listing equipment needed and verification methods on all machinery and equipment with multiple energy sources in the plant. The Company will utilize a third party or internal process at all plants to generate a common lockout placard for new machines and equipment. This will also be used to update existing placards into the common placard template whenever machinery and/or equipment is modified.

**23.** All plants will be required to conduct an annual review of lockout placards. Records of this annual review will be tracked to ensure appropriate compliance.

**34.** Ensure that all types of energy isolating devices and the proper number of devices needed to perform complete lockout procedures are **always** on hand in the plant.

**45.** Ensure that authorized and affected employees per OSHA standard are trained in lockout and authorized employees are provided the necessary types and number of devices to safely perform lockout procedures.

**56.** The Company and Union recognize the importance of maintaining and reevaluating cell entry procedures to ensure that effective health and safety controls



are in place and that no exposure exists to operators entering the cell to perform minor, routine, and repetitive tasks. A risk assessment will be performed on new robotic cells **and all current cells will be reviewed for compliance.**

**7. Whenever replacement or major repair, renovation or modification of a machine or equipment is performed, and whenever new machines or equipment are installed, energy isolating devices for such machine or equipment shall be designed to accept a lockout device.**

**8. The company shall conduct an audit of authorized personnel at least annually to ensure that the procedures are being followed. The periodic inspection shall be performed by an authorized employee other than the ones utilizing the energy control procedure being inspected. Any deviations or inadequacies identified will be corrected.**

#### **B) Fall Prevention Program**

The Company will maintain a Fall Prevention Program that meets all elements of the most current version of the ANSI Z359 Fall Protection Code. The Union Safety Representative will survey employees to identify tasks that involve work at heights greater than four (4) feet within one (1) year of the effective date of the Agreement. Each task will be documented, prioritized, and evaluated to determine feasible engineering controls. Fall protection equipment **including engineering approved, certified anchorage points where required,** will be made available only when engineering controls are not appropriate to prevent falls. The Company agrees to maintain all equipment in safe working order and replace equipment found to be defective. Appropriate fall prevention equipment that meets ASTM\_F887-04**20** will be provided for applicable skilled trades. Appropriate employees will be trained in the proper use of fall protection equipment per the OSHA standard. Fall protection equipment will be made available, properly stored, ~~and~~ maintained, **and inspected per OSHA requirements.** Appropriate refresher training will be provided on an annual basis for all applicable employees. The Company will make readily available fall protection equipment to the employees who are required to use such equipment.

**In the event of an emergency rescue from heights related to man-up equipment, selected employees will be trained to immediately rescue a fellow employee either with the use of the emergency descent valve on the piece of equipment being utilized or other equipment such as aerial work platforms or order picker vehicles depending upon the location, situation, and safe methods. Additionally, to avoid prolonged post fall suspension trauma, an emergency call**

will be placed to the nearest local municipal fire and rescue agency immediately to request assistance in performing the rescue where needed.

The Company understands the risk associated with portable ladders. The Company agrees to evaluate and work to eliminate all portable ladders on assembly lines. A joint hazard assessment will be performed on all jobs which require a portable ladder. Hazards will be prioritized by risk and controls will be implemented to limit work on portable ladders. Additionally, production jobs that require employees to climb onto chassis, cabs, moving dollies, or other components during assembly will be identified and corrected.

The company agrees to comply with all regulatory standards related to fall protection when requiring employees to work on roofs within a 6' unprotected leading edge. A roof safety plan will be developed to ensure adequate protection/prevention for employees exposed to potential falls prior to roof top work commencing. Under no circumstances will employees be required to work within 6' of unguarded roof edges without proper protection/prevention such as guardrails, and/or personal fall arrest systems.

#### C) Working Under Suspended Loads

The Company will eliminate the practice of employees working under suspended loads in all areas of the plant. Each task that currently requires employees to place part of their body under a suspended load will be identified and corrective measures will be implemented to address each including product design changes, moving certain operations to other stations and modification of tooling and methods.

#### D) Working Alone

The Company and Union agree that assigning an employee to work in an isolated location does not in and of itself create an unsafe condition. When such assignments involve work situations potentially hazardous to an employee, such work shall be in accordance with recognized safe work practices. Each location's JSSC and the Skilled Trades Representative will review and list **remote** high hazard areas and jobs and develop Safe Operating Procedures (SOP) **to address the potential hazards**. When an employee is required to work in an isolated area, precautions ~~which might include~~ **such as** two-way communication **devices**, ~~periodic checks by the supervisor, team leader or security,~~ **continuous monitoring, adequate support personnel** or other means, will be taken to monitor the well-being of the employee. Additionally, the Company will exercise caution in the assignment of apprentices **or newly hired**

employees who may be less familiar with the hazards associated with certain tasks necessary to be performed in remote or isolated locations. The Company will make certain apprentices or newly hired employees are knowledgeable of the potential hazards prior to making any work assignments.

#### E) Refusal of Hazardous Work

The company recognizes that all employees have the opportunity to exercise their right to refuse to do unsafe work under the protection of OSHA Standard 1977.12.

Therefore, A worker, who has a reasonable belief that their work assignment may result in a physical injury, including illness, should immediately discuss the safety aspects of the work assignment with their supervisor. Failing resolution, the issue will be brought to the district union representative immediately. Should technical consultation be requested by the supervisor or the district union representative, the UAW Safety Representative and Company Safety Engineer will be notified before further action is taken.

#### F) No Hands In Dies Policy/Strategy

The Company and UAW supports a "No Hands in Dies" policy/strategy throughout all facilities. Full implementation of "No Hands in Dies" in each location requires provisions for expendable or other hand feeding tools, slide feeds, sliding bolsters, automatic or semiautomatic operation, die cutouts, cobots/robots or other means and procedures whereby the operators are not required to place their hands into the point of operation. In addition, procedures for use of die blocks/slide locks and safety lock-outs for maintenance and setup personnel are imperative. An intensive orientation program for operators, supervisors, and process and facilities engineers may also be advisable.

#### 4. Powered Industrial Vehicle & Material Handling

A. The company and union understand the need to evaluate and replace forklift and PIV equipment. The JSSC will evaluate and agree on a replacement strategy to ensure PIV's are in safe working condition. The parties agree to replace PIV's that have exceeded 15,000 hours. The JSSC will explore an electronic PIV inspection and monitoring system which can be installed on future and existing equipment within 90 days of ratification and mutually agree on implementation of the electronic system. Further, the JSSC will work to create a more comprehensive PM program to maintain all PIV's as well as other material

handling equipment such as dollies, mother carts, daughter carts, bulk flats, totes, trash gons, etc.

B.-The Company and Union recognize the importance of crane/hoist operators performing daily pre-operational inspections prior to utilizing the equipment. The Company will explore options for electronic crane/hoist inspection systems for cranes/hoists. The JSSC will mutually agree on the electronic inspection system and create a crane prioritization list. The Company will budget funding for implementation of the electronic inspection systems to be completed in stages over the life of the agreement.

C. The Company agrees to install and maintain virtual/projected floor markings/signs to improve visual safety. Each facility's JSSC will discuss and mutually agree to the locations & priority of virtual floor markings within their respective facilities. Additionally, fixed floor markings designating both pedestrian and equipment aisles will be maintained as needed. The parties agree that pedestrian aisles will be indicated by two four-inch-wide parallel lines 36 inches apart from outside-to-outside dimension wherever possible. Under no circumstances will pedestrian aisles lead to overhead doors or other recognized hazards. The Company Safety Engineers and UAW Health and Safety Representatives will develop a plan to conduct strategic flow mapping, separating high vehicle traffic areas from high pedestrian traffic areas.

D. The company agrees to maintain and utilize dock locks for all docks. In the event the dock locks are not functioning or no dock lock exists, the company agrees to use wheel chocks to prevent unintended trailer movement.

The Company agrees to follow material handling, stacking and storage best practices as discussed in the quarterly best practice-share meetings. Material storage racks both inside and outside of each facility will be inspected and properly maintained on a regularly scheduled basis. Stored materials must not create a hazard for employees. The company and union will provide mutually agreed upon training to all material handlers for proper material storage and safe load handling. To prevent creating hazards when storing materials, the company agrees to make every effort to store materials safely.



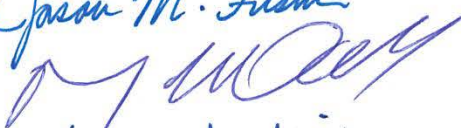

E. A documented trailer safety inspection process will be developed and implemented to ensure all trailers are free from damage and safe to load or unload with powered industrial equipment. Damaged trailers are to be identified,

tagged, and removed from service. Employees will be trained to inspect the condition of the floor, side walls, ceiling, understructure, landing gear, etc. for damage prior to crossing the threshold of a trailer with a PIV. In the event that a docked trailer landing gear is compromised, jack stands will be provided and utilized to stabilize the trailer.



G. The company recognizes the importance of maintaining outside walking-working surfaces for safe PIV and pedestrian travel, trailer movement, stability and storage. The JSSC will identify, document and prioritize areas in need of repair. The company agrees to provide the necessary funding to expedite repairs of all damaged concrete and asphalt surfaces. Further, the company agrees to discontinue the use of covering potholes, cracks or deteriorated surfaces with non-coated steel plating and will seek immediate repairs. In the event a pothole, crack or deteriorated surface requires temporary covering, the company agrees to utilize anti-slip material to provide maximum traction until such time proper repairs can be completed.

H. Roof leaks will continue to be addressed in a timely manner by the Maintenance and Facilities department. Employees will not be required to work in areas where roof leaks are compromising their safety. Maintenance will divert roof leaks out of work areas until roofers can come in and make needed repairs.

For Union 4-25-24

  
  
Jason M. Fisher  
  
Jany Hendrix  
Lynn Miller  
Debbie Sims  
Michael B. [unclear]  
Pamela Bell  
  
Bob [unclear]

For Company

Jennifer Shaw  
  
  
Tyler Dawling  
K [unclear]

**TENTATIVE AGREEMENT**

**ARTICLE 17  
NO STRIKES OR LOCKOUTS**

**Section 1.** During the life of this Agreement, the Union shall not cause or support, nor shall any employee or employees take part in any action against the Company such as a strike, intentional slowdown of production, or any other interference with or stoppage of the Company's work.

The Union agrees that if an unauthorized strike, slow down or other interference with or stoppage of work occurs, the Local and International Union officials will immediately meet with the Company and take appropriate action to end the strike, slow down or other interference with or stoppage of work. The Union further agrees that in the event of a strike in violation of this Agreement, the Company may take disciplinary action up to and including discharge against those workers who take part in the strike. The Company, for its part, agrees that there shall be no lockouts during the life of this Agreement. As long as the Union, its officers, agents and employees comply with the above provisions, the Company agrees not to bring any court action for damages or take other action which is not provided for in this Contract, against the Union, its officers, agents and employees for breach of this Section.

For Union 4-27-24

*[Handwritten signatures for Union]*  
Pamela Bellina  
Bob Riggins  
Laddie Sims  
Michael B. Am  
Jason M. Fisher  
Janys Hendrix

For Company

4/27/2024  
*[Handwritten signatures for Company]*  
Audrey McMan  
B. Bellina

## TENTATIVE AGREEMENT

### ARTICLE 18 NO DISCRIMINATION

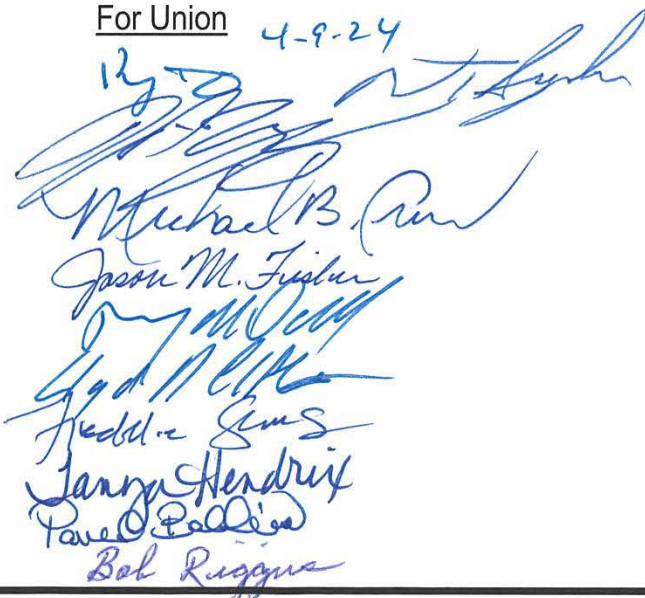
**Section 1.** It is the policy of Daimler Trucks North America LLC and the UAW that the provisions of this Agreement be applied to all employees covered by this Agreement without discrimination because of race, color, religion, age, national origin, status as a qualified person with a disability, sex, including sexual harassment, sexual orientation, marital status, Union affiliation and membership in any legally protected class and political affiliations.

In order to assure full knowledge and understanding of the forgoing principle on the part of the employees and all agents and representatives of Daimler Trucks North America LLC and the UAW, the parties hereby incorporate the same in this Agreement. Any employee who claims that, in violation of said principle, he has been denied rights guaranteed by this Agreement may complain as provided in the grievance procedure. Any such claim, when presented in writing to the Department Manager, pursuant to Step 2 of the grievance procedure, must contain a full statement of the facts, as known, giving rise to the claim and the reasons why the employee believes he has been discriminated against. All grievances filed under this Article shall be initiated at Step 2 of the grievance and arbitration procedure.

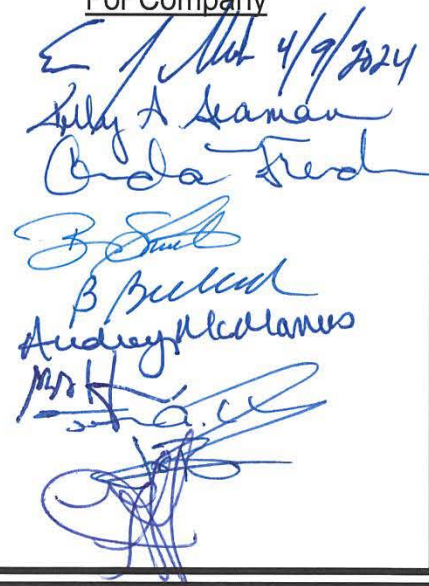
If appealed to Step 3, the Shop Chairperson of the Local Union, before deciding whether to take the grievance up with the Human Resource Manager or designee, may refer the claim to the Chairman of the Civil Rights Committee. The Chairman, or in special circumstances, the Co-Chairman of the Civil Rights Committee, will review the alleged claim of discrimination and, if mutually agreeable, will conduct a joint investigation. The investigator will receive pay for time spent on the investigation, with the understanding that any overtime must be approved, by the Human Resource Manager.

The grievance and arbitration procedure shall be the exclusive contractual procedure for remedying such claims.

For Union

4-9-24  
  
Michael B. [unclear]  
Jason M. Fisher  
[unclear]  
[unclear]  
Heddie [unclear]  
Lanny Hendrix  
Pavel [unclear]  
Bob Riggins

For Company

4/9/2024  
  
Kelly A. [unclear]  
Cida [unclear]  
B. [unclear]  
B. [unclear]  
Audrey [unclear]  
Mrs. [unclear]  
[unclear]

**TENTATIVE AGREEMENT**

**ARTICLE 20  
MISCELLANEOUS**

**Section 6. Extreme Bad Weather Conditions**

Employees who are unable to report for work during extremely bad weather conditions will not be penalized by the Company. All call in / reporting systems must include a bad weather option.

For Union 4-22-24

*[Handwritten signatures for Union]*  
Lyle McCall  
Bob Kragano  
James M. Fisher  
Michael B. Cune  
Pamela Breaux  
Fredrick Sims  
Janiza Hendrix

For Company

4/19/2024  
*[Handwritten signatures for Company]*  
C. J. [unclear]  
C. J. Fred  
Kelly A. [unclear]  
[unclear]  
[unclear]  
[unclear]  
Audrey McJames

ALL  
COMMON ALL FACILITIES  
E/W



**TENTATIVE AGREEMENT**

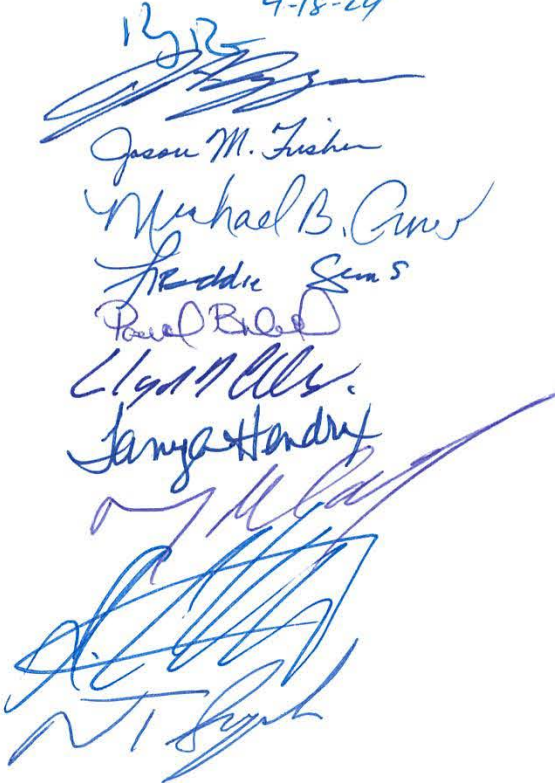
**ARTICLE 20  
MISCELLANEOUS**

**Section 8. Conflict between Company Rules and Contract**

The Company shall not establish any work and/or safety rules which conflict with the express provisions of this contract. The Company is entitled to establish reasonable rules, which the Union has the right to challenge through the grievance procedure as to the reasonableness of those rules. **All local Work Rules and local policies must be posted in a mutually agreed location, determined at the local level. The Union (Chair/President) must be notified of all changes to work and/or safety rules.**

For Union

4-18-24

  
Jason M. Fisher  
Michael B. Grew  
Keddie Sims  
Paul B. [unclear]  
Clyde [unclear]  
Tanya Hendry  
[unclear]  
[unclear]  
[unclear]

For Company

4/17/2024  
Kelly A. Seaman  
[unclear]  
[unclear]  
[unclear]  
[unclear]  
Audrey [unclear]  
[unclear]  
[unclear]

**Tentative Agreement**

**ARTICLE 20  
MISCELLANEOUS**

**Section 15. Pay Practices**

1. Employees will be paid each week on Tuesday. The first payment will be received on the second Tuesday following an employee's first week of employment. Statements showing all deductions will accompany each payment.
2. All employees' compensation will be paid by direct deposit to the bank or financial institution designated by the employee. Pay statements will be made available electronically and may be viewed and/or printed accordingly.
3. Discrepancies in pay should be reported as soon as practicable. Mistakes with regard to regularly scheduled straight time and all overtime exceeding \$100 will be resolved by the end of the employee's shift the following day (provided the appropriate Payroll Administrators are available) if the employee requests to be paid prior to the next regular pay period. However, discrepancies caused by late submission of documentation (i.e. medical leave, jury duty, military orders) within the employee's control may delay resolution until the next scheduled pay period.
4. All employees will be provided electronic access for employees to view their pay statements.

For Union 4-27-24



Parish Bellina  
Bob Riggins  
Freddie Sims  
Michael P. [unclear]  
Jason M. Foster  
Jana Andriy

For Company

4/27/2024  
Kelly A. Seaman  
Amanda [unclear]  
B. [unclear]  
B. [unclear]  
Audrey McManus  
[unclear]  
[unclear]

Common

**TENTATIVE AGREEMENT**

**ARTICLE 20  
MISCELLANEOUS**

**Section 17. Joint Orientation Program**

The Union and the Company will continue a Joint Orientation Program. The joint program will include Union participation in the explanation of all eligible programs, continuing education, apprenticeship, benefits program, health and safety, Union membership responsibilities, and participation.

The joint program will be conducted during normal working hours and all new hires and recalled employees will receive their starting rate of pay. Duration of allotted time will be mutually agreed upon.

For Union

4-22-24

*[Handwritten signatures for Union]*  
K...  
L...  
Bob Ruggiero  
Jason M. Fisher  
Michael B. Crane  
Paul...  
Freddie Sims  
Janaya Hendrix

For Company

4/19/2024

*[Handwritten signatures for Company]*  
Chris...  
Kelly A. Seaman  
Audrey...  
B...

**TENTATIVE AGREEMENT**

**ARTICLE 21  
CONTRACT PRINTING**

The Company agrees that as soon as is practicable after signing and ratifying this Agreement (no later than sixty (60) days) to provide sufficient printed proofs of the Agreement to the Union.

The Agreement with calendars showing negotiated holidays (during the term of the Agreement), will be printed by a union printer and copies will be returned to the Local Union within ninety (90) days of ratification.

The Agreements will have the UAW logo on the front cover and will be printed in a size of no less than 5.5 inches by 8.5 inches. **Additional copies will be printed at the request of the Union.**

For Union

*4-9-24*  
*[Signature]*  
Michael B. Curre  
Jason M. Fisher  
*[Signature]*  
Cliff A. Allen  
Neddie Sims  
Larry Hendrix  
Paula Bell  
*[Signature]*  
Bob Riggins

For Company

*4/9/24*  
*[Signature]*  
Kelly A. Seaman  
*[Signature]*  
*[Signature]*  
Audrey McManus  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**TENTATIVE AGREEMENT**




**ARTICLE 22  
SCOPE OF AGREEMENT**

**Section 1.** It is agreed that this written contract reflects the entire Agreement between the parties. Amendments or clarifications of this Agreement mutually agreed upon shall be reduced to writing, attached to, and shall become a part of this contract.




**Section 2.** The parties acknowledge that during the negotiations, which resulted in this Agreement, each has had the unrestricted right and opportunity to present demands and proposals with respect to any matter subject to collective bargaining.

Therefore, the Company and the Union freely agree that during the period of this Agreement neither party shall be obligated to bargain with respect to any matter or subject not covered or referred to in this Agreement, nor with respect to any matter or subject referred to in this Agreement.

For Union

4-9-24  
Rydz  
  
Michael B. Cune  
Jason M. Fustang  
  
Clay D. Allen  
Neddie Sims  
Janice Hendrix  
Paul Ballie  
  
Bob Riggins

For Company

En / Mth 4/9/2024  
Kelly A Seaman  
Arda Fresh  
  
B. Buechel  
Audrey McClarnus  
  


## TENTATIVE AGREEMENT

### ARTICLE 23 AUTHORIZATION FOR CHECK-OFF DUES

During the 2018 2024 contract negotiations for the UAW represented DTNA North Carolina facilities, the parties agreed to a procedure for the authorization for check-off dues. The following will apply:

Subject to the limitations as provided by the applicable laws of the State of North Carolina and/or Federal law, the Company agrees during the life of this Agreement, to deduct Union membership dues from the pay of each employee who is a member of the Union, in accordance with the procedures set forth herein. For the purposes of this Letter, pay from which Union membership dues may be deducted shall include all categories of payment to the employee, which the Union Constitution recognizes as appropriate for deduction of dues.

Upon receipt of a signed authorization which is in conformity with the laws of the State of North Carolina and applicable Federal law, the Company agrees to deduct from pay earned by employees who are members of the Union the amount which is certified by the Union as membership dues, including any applicable initiation or reinstatement fees, and remit such amounts monthly to the Local Union Financial Secretary. Employees who desire to authorize the request to the Company to make such deductions and payments of their Union membership dues shall use the form entitled "Authorization for Check-Off of Dues." Such authorization may be revoked by the employee as provided therein and as provided in Section 302(c) of the Labor-Management Relations Act of 1947, as amended. It shall be the responsibility of the Union to provide such authorization.

The Local Union Financial Secretary shall give written notice to the Company of the amount of membership dues, including initiation or reinstatement fees, deductible in accordance with the preceding authorization. In all cases where a deduction is made which duplicates payment already made to the Union by an employee, or where deduction is not in conformity with the provisions of the Union Constitution and bylaws and/or terms of this Agreement, refunds to the employee will be made by the Union.

All sums deducted shall be remitted to the Local Union Financial Secretary not later than the fifteenth (15) day of each calendar month in which deductions are made. At the time of remitting the deducted amounts each month, the Company will furnish the Local Union Financial Secretary with a listing of the employees, by name, social security number and amount deducted, for whom payroll deduction of Union membership dues was made. The Union will give the Company prompt written notice of any errors in the listing or remittances.

Once each month, the Company will forward to the Local Union Financial Secretary a listing of employees' names indicating the reason for failure to include any sum or sums, which ordinarily would have been checked-off from the pay of the employee, covered by the Agreement.

The Union shall indemnify and save the Company harmless from all claims, demands, suits, or other liability arising out of or by reason of any action taken or not taken by the Company for the purposes of complying with the provisions of this letter.

DTNA Payroll will use the pay rate in effect for the last complete work week of each month for the

RS

4/8

dues deduction calculation the following month. Thereafter, all sums deducted will be remitted to the Local Union Financial Secretary not later than the fifteenth (15<sup>th</sup>) day of each calendar month in which the deductions are made. Electronic reporting will continue to be used for this purpose.

For Union

4-15-24

*[Handwritten signature]*  
*[Handwritten signature]*  
Michael B. [unclear]  
Jason M. Fisher  
Reddie Sims  
Paul [unclear]  
Lyle [unclear]  
[unclear]  
Bob Kiggins  
Janja Hendrix

For Company

4/10/2024

*[Handwritten signature]*  
Kelly A Seaman  
Coda Fred  
*[Handwritten signature]*  
*[Handwritten signature]*  
Audrey McManus  
B. [unclear]

## TENTATIVE AGREEMENT

### ARTICLE 24 PAID SICK LEAVE

~~Paid Sick Leave provisions will remain unchanged for the 2018 calendar year. The following is effective January 1, 2019.~~

**Section 1.** Beginning on January 1 of each year, Paid Sick Leave in the maximum amount of five (5) days per calendar year will be awarded to every employee (see Section 6) not in the attendance disciplinary step of the Attendance Control Program. Attendance Control Program employees will accrue Paid Sick Leave at a rate of 3.33 hours per month. Any days not taken will be accrued to a maximum of fifty (50) days. An employee with fifteen (15) or more days of accumulated Paid Sick Leave may use five (5) of such days as an additional full week of vacation in accordance with normal scheduling requirements. An employee with twenty-four (24) or more days of accumulated Paid Sick Leave may use ten (10) of such days as additional full weeks of vacation in accordance with normal scheduling requirements.

Individuals who are on layoff on January 1 and who are subsequently recalled during the calendar year will continue to accrue Paid Sick Leave at a rate of 3.33 hours per month beginning the month after they return up to the maximum of five (5) days.

Individuals hired on or after January 1 will accrue 3.33 hours of Paid Sick Leave per month beginning the month after they attain seniority.

**Section 2.** Up to four (4) days per calendar year may be used as personal time at the employee's option provided these days off are scheduled in advance in the same manner as single days of vacation.

**Section 3.** Any employee with accrued Sick Leave of five (5) days may cash out the excess above five (5) days (cash out full days only) at any time.

**Section 4.** Paid Sick Leave may be used during the statutory waiting period by employees who are off work with compensable injuries. Employees who choose to use contractual sick leave to satisfy the unpaid waiting period will not have any adverse pay impact. Paid Sick Leave used for this purpose will not be reinstated. Employees indefinitely laid off through a reduction of force will be paid for earned and accrued sick leave pay including pro-rata to the last day worked. Upon request of an employee who is indefinitely laid off or terminated pending a just-cause determination by an Arbitrator, the Company will defer payment of any sick leave money to which he/she is entitled, but not in excess of twelve (12) months following layoff or termination. Sick leave money paid subsequent to the date of layoff is payable at the employee's applicable pay rate as of the date of his last day worked.

**Section 5.** Up to four (4) hours of Paid Sick Leave may be utilized in one (1) hour increments each calendar year. All other Paid Sick Leave must be used in four (4) hour increments. The only exceptions to these rules are in cases when the normal shift hours are shortened due to a plant or department shutdown. In such cases, an employee can use an increment of available Paid Sick Leave necessary to cover the balance of the shift. Paid Sick Leave cannot be used to cover absences

15

4/10



on Saturdays, Sundays, or Holidays. **Paid Sick Leave can be used to cover absences on Sundays and holidays. All Paid Sick Leave used on Sundays and holidays will be paid at the straight time rate.**

**Section 6.** Sick Leave: Eliminate accrual on all leaves over sixty (60) days (excluding Military Leave and FMLA) in duration.

Individuals who are off for any of the following reasons on January 1 and who return to work during the calendar year, will be awarded five (5) days of Paid Sick Leave upon reinstatement as long as the individual was not in the attendance disciplinary step of the Attendance Control Program as of January 1. Five (5) days is the most that is awarded regardless of how long the individual has been off.

- STD
- LTD
- Workers' Compensation
- Personal Leave
- FMLA (continuous)
- Medical Leave
- Military Leave
- International Union Leave

Attendance Control Program employees will continue to accrue Paid Sick Leave at a rate of 3.33 hours per month beginning the month after they return up to the maximum of five (5) days.

**Section 7.** The Company may require that single day absences on a Monday or on a Friday be supported by a doctor's certificate which verifies that the employee was unable to work. This will be applicable only to employees who are in the Attendance Control Program, or where there is a reasonable suspicion that the request for Paid Sick Leave was utilized for purposes other than sickness.

**Section 8.** To streamline the pay request procedure the Union and the Company agree that employees' sick pay will automatically be paid from the absentee call in system **or a time keeping app.**

Each day of absence must be reported using **a time keeping app or** the IVR call in system. On any occasion when the system is inoperable, absences can be reported by notifying plant security.

**Within one hundred-twenty (120) days upon ratification, all locations under this agreement will be given a time keeping app.**

6/10

TENTATIVE AGREEMENT

ARTICLE 24  
PAID SICK LEAVE

For Union 4-27-24

*R.T.*  
*[Signature]*  
*[Signature]*  
James M. Fisher  
Jeddie King  
Michael B. Cawel  
*[Signature]*  
Bob Riggins  
Paul Bledsoe  
Janey Hendrix

For Company

*[Signature]* 4/27/2024  
Chris Fisher  
*[Signature]*  
Kelly A. Seaman  
*[Signature]*  
*[Signature]*

**Tentative Agreement**

**ARTICLE 25  
PAID TIME OFF (PTO)**

Every employee will receive sixteen (16) hours of PTO (Paid Time Off) in January to be used between January and December of each calendar year. Notification for use of PTO for non-emergencies to be provided, when foreseeable, twenty-four (24) hours in advance. Unused PTO at the end of the year may be paid out or carried over to the next year's PTO to a banked maximum of ~~forty-eight (48)~~ **fifty-six (56)** hours. Banked PTO hours above the ~~forty-eight (48)~~ **fifty-six (56)** hour maximum will automatically be paid out after December 31 each year.

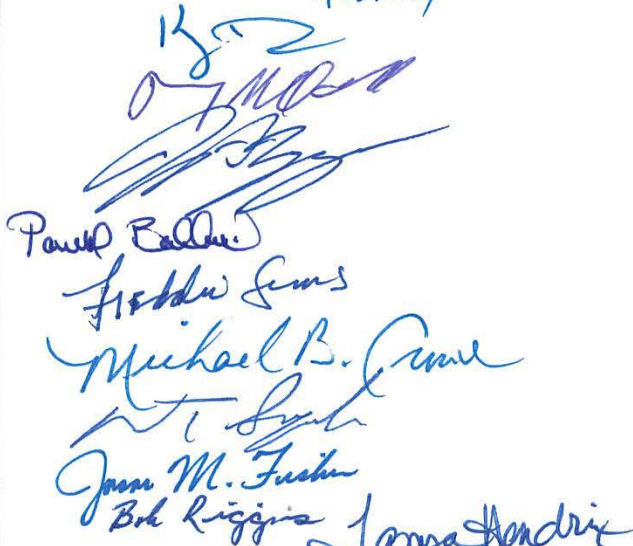
The payment of PTO shall be at the regular straight time rate for scheduled time not worked ~~during the course of a weekday workday.~~ PTO cannot be used to cover absences on Saturdays, **PTO can be used to cover absences on** Sundays, ~~or and Holidays.~~ **and will be paid at the straight time rate.**

An employee must use their annual allotment of PTO in two (2) hour increments. An employee must use their banked PTO in four (4) or eight (8) hour increments. The only exceptions to these rules are in cases when the normal shift hours are shortened due to a plant or department shutdown. In such cases, an employee can use any increment of available PTO necessary to cover the balance of the shift.

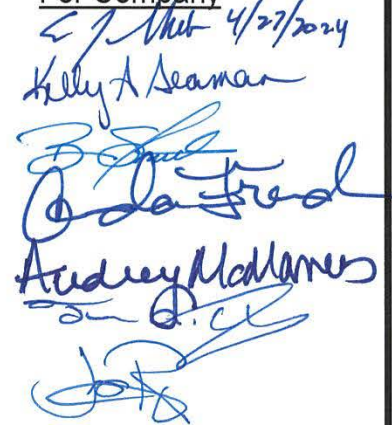
Each day of absence must be reported using the TIPS/IVR call in system **or time keeping app.** On any occasion when the system is inoperable, absences can **must** be reported by notifying plant security. **Refer to Article 9 for rules on using PTO the day before or after a holiday.**

Individuals placed in the Chronic Attendance Program will not be eligible for PTO without a doctor's excuse that includes a diagnostic code.

For Union 4-27-24

  
Patrick Ballan  
Heddi Lewis  
Michael B. Ginn  
W. T. Lynch  
James M. Fuster  
Bob Riggins  
Lanya Hendrix  
Common (MTH - TBB - GAS - CLE)

For Company

  
4/27/2024  
Kelly A Seaman  
Audrey McManes  
D. C. C.

**TENTATIVE AGREEMENT**





**ARTICLE 26  
TUITION ASSISTANCE PROGRAM**

DTNA Tuition Assistance Program




The DTNA Tuition Assistance Program is designed to provide financial assistance for employees participating in approved degree programs and college courses. Details of the program are available through location Human Resources Department. The program is subject to change, at Management discretion, based on business conditions or changes in IRS guidelines associated with the tax status of such benefits. In the event that DTNA suspends or eliminates the DTNA Tuition Assistance Program the Company will continue to provide the benefit to all currently enrolled participants for the life of this Agreement.

For Union

4-9-24

  
  
Michael B. [unclear]  
Jason M. Fisher  
  
Lyle D. [unclear]  
Heather Sims  
Janaya Hendrix  
Pamela Ballard  
  
Bob Higgins

For Company

En / [unclear] 4/9/2024  
Kelly A. Seaman  
C. [unclear]  
B. [unclear]  
B. [unclear]  
Audrey McManus  
  
  



**TENTATIVE AGREEMENT**

**ARTICLE 27  
JURY DUTY PAY**



When an employee is required to be absent from his regularly scheduled work to report for jury examination or jury duty service, he will be granted time off with pay for all straight-time hours he was otherwise scheduled to work. In order to receive such payments, an employee must give the Company prior notice that he has been summoned for jury duty, **and** must furnish satisfactory evidence that he reported for or performed the service ~~and must report back to work promptly if released or excused by the court prior to 11:00 a.m.~~

Employees working second or third shift will be assigned to first shift during the period they are scheduled for jury examination or jury service. Employees, who have received a valid court order or subpoena to appear in court during working hours as a witness and not as a principal in the court action itself, may receive pay for such time missed.

For Union

*1/4/24 4-9-24*  
  
Michael B. Cund  
Jason M. Fuster  
M. Duff  
Lloyd W. Elmer  
Freddie Sims  
Janaya Hendrix  
Darnell P. Bledsoe  
W. T. Lynch  
Bob Riggins

For Company

*4/9/2024*  
Kelly A. Seaman  
B. Smith  
B. Powell  
Audrey McManus  
  
  
And Fred

## TENTATIVE AGREEMENT

### ARTICLE 28 PAID BEREAVEMENT LEAVE

1. Employees shall be excused with pay for five (5) scheduled workdays for bereavement leave in the event of the death of an immediate family member. Immediate family shall be defined as:

Spouse	Child	Brother
Stepchild	Parents	Sister

2. Employees shall be excused with pay for three (3) scheduled workdays in the event of the death of one (1) of the following family members:

Son/Daughter-in-Law	Step Brother/Sister
Brother/Sister-in-Law	Step Parents
Parents-in-Law	Step Parents of Spouse
Grandparent	Grandchildren
<u>Step Grandchildren</u>	

3. Employees shall be excused with pay for one (1) scheduled work day in the event of the death of one (1) of the following family members: Aunt, Uncle, Great Grandparents, Step Grandparents, ~~Step Grandchildren~~ and Grandparents-in-Law.

4. Employees shall have the option of using up to two (2) paid sick leave days or two (2) vacation days in connection with paid bereavement leave. Vacation days granted in conjunction with bereavement are not to be calculated in the percentages outlined in Article 10.

5. In-Law relationships refer only to current spouse.

6. Employees shall have the option to use up to ~~two (2)~~ **three (3)** paid sick leave days or ~~two (2)~~ **three (3)** vacation days to attend the funeral of persons other than those listed above with whom they have had close relationships. Employees must have prior approval to be paid and to have the absence excused. Vacation days granted in conjunction with bereavement are not to be calculated in the percentages outlined in Article 10.

7. Under normal circumstances, all paid bereavement leave must be taken within a two (2) week window (excluding Holidays and shutdowns) from the date of death. Special case circumstances will be considered when proper documentation is presented to the Human Resources Manager for cases such as, but not limited to, international deaths when long range travel is required.

8. The appropriate shift premium will be paid for all bereavement leave.

125

ap

ARTICLE 28  
PAID BEREAVEMENT LEAVE

For Union 4-22-24

*[Handwritten signatures]*  
Lloyd N. Miller  
Bob Ruggia  
Jason M. Fisher  
Michael B. Arme  
Paul Pelloni  
Freddie Sims  
O. M. O'Connell  
Janysa Hendrix  
*[Handwritten signature]*

For Company

4/19/24  
*[Handwritten signature]*  
Cinda Ford  
*[Handwritten signature]*  
Kelly A. Seaman  
Audrey McManus  
B. Pelloni  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

**TENTATIVE AGREEMENT**

**ARTICLE 29  
SHORT TERM MILITARY DUTY PAY**

A seniority employee who is called to and performs short-term annual training in the United States Armed Forces Reserve or National Guard shall be paid the difference between his daily military earnings (including all allowances except rations, subsistence and travel) and his regular base hourly rate for straight-time hours he otherwise would have worked up to fifteen (15) maximum work days per calendar year. In order to receive such payment, an employee must give prior notice and furnish a statement of military pay upon his return to work.

For Union

4-9-24

*[Handwritten signatures for Union]*  
Kryss  
Michael B. [unclear]  
Jason M. Fisher  
Lloyd N. [unclear]  
Keddin Sims  
James Hendrix  
Renee [unclear]  
Bob Riggins

For Company

4/9/24  
Kelly A. [unclear]  
[unclear]  
B. [unclear]  
B. [unclear]  
Audrey [unclear]  
[unclear]  
[unclear]  
[unclear]



**TENTATIVE AGREEMENT**

**ARTICLE 30  
LEGISLATION**

If any of the Collective Bargaining Agreement is held invalid due to existing or future federal or state legislation, the remainder of this Agreement shall not be affected thereby. Note, the Company and Local/International Union will meet to resolve any legally required changes within sixty (60) days.

For Union

4-9-24

*[Handwritten signatures for Union]*  
Michael B. Crane  
Jason M. Fisher  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

For Company

4/9/2024  
Kelly A. Seaman  
[Signature]  
[Signature]  
Audrey McJames  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**TENTATIVE AGREEMENT**

**ARTICLE 31  
SUCCESSORS**

This Agreement shall be binding upon the Company's successors, assigns, purchasers, or transferees whether such succession, assignment or transfer be affected voluntarily or by operation of law; and in the event of the Company's merger or consolidation with another Company or companies, this Agreement shall be binding upon the merged or consolidated Company.

For Union

4-9-24

*[Handwritten signatures for Union]*  
Michael B. Crow  
Jason M. Fisher  
Fredrick Jones  
Langford Hendrix  
Paul Bellini  
Bob Reggus

For Company

4/9/2024

*[Handwritten signatures for Company]*  
Kelly A. Seaman  
Audrey McLanous  
C. D. ...

**TENTATIVE AGREEMENT**

**ARTICLE 32  
UAW V-CAP CHECK OFF**

The Company will provide a payroll deduction procedure for employees who elect to make contributions to a UAW political fund. The Union shall indemnify and save the Company harmless from all claims, demands, suits, or other liability arising out of or by reason of any action taken or not taken by the Company for the purposes of complying with the provisions of this Agreement. The Union will also be responsible for providing the forms that enable the Company to initiate such deductions.

For Union

*Ky 12 4-9-24*  
*[Signature]*  
*Michael B. Cane*  
*Jason M. Fisher*  
*[Signature]*  
*John P. Alden*  
*Richard Sims*  
*Jamya Andrix*  
*Patricia Ballou*  
*[Signature]*  
*Bob Riggins*

For Company

*En / Mr 4/9/2024*  
*Kelly A Seaman*  
*[Signature]*  
*[Signature]*  
*Audrey McManus*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**TENTATIVE AGREEMENT**

**ARTICLE 34  
HEALTH AND WELFARE**

The Company will provide a Health Care Plan for UAW represented employees. All plans will be administered by the Company for UAW employees under the conditions set forth in Attachment C.

For Union

*[Handwritten signature]*  
4-15-24  
*[Handwritten signature]*  
Michael B. Cune  
Jason M. Fisher  
Lester Sims  
Paul Bobbio  
Lloyd N. Miller  
*[Handwritten signature]*  
Bob Riggata  
Janysa Hendrix

For Company

*[Handwritten signature]* 4/9/2024  
Kelly A. Seaman  
Orlando Fied  
*[Handwritten signature]*  
B. Sullivan  
Audrey McLomus  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

**TENTATIVE AGREEMENT**

**ARTICLE 35  
PENSION PROGRAM**

Upon request, the Company must provide information, in a timely manner, regarding pension benefit calculations. The Company will continue a pension plan program for UAW represented employees with the same benefit levels and benefit formulas as currently provided in these negotiations. The Company will establish a separate pension plan for UAW represented employees under the conditions set forth in Attachment C.

For Union

*[Handwritten signature]*  
4-15-24  
*[Handwritten signature]*  
Michael B. Pine  
James M. Fisher  
Hedden Sims  
Paul Bell  
Lyle Blake  
M. O'Call  
Bob Ruggins  
Janaya Hendrix

For Company

*[Handwritten signature]* 4/9/2024  
Kelly A. Seaman  
*[Handwritten signature]*  
*[Handwritten signature]*  
B. Prull  
Audrey McLanahan  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

**TENTATIVE AGREEMENT**

**ARTICLE 36  
SHORT TERM DISABILITY (STD)**

The Company will continue to provide Short-Term Disability benefits to UAW represented employees that were available on the effective date of this Agreement and will be administrated by the Company for UAW employees under the conditions set forth in Attachment C.

For Union

*[Handwritten signatures for Union]*  
4-15-27  
Michael B. Rowe  
Jason M. Fisher  
Freddie Sims  
Ramon P. [unclear]  
Cyd [unclear]  
M [unclear]  
Bob Riggins  
Jenya Hendrix

For Company

En [unclear] 4/9/2024  
Kelly A. [unclear]  
Aida [unclear]  
B [unclear]  
B [unclear]  
Audrey [unclear]  
M [unclear]  
[unclear]  
[unclear]

**TENTATIVE AGREEMENT**

**ARTICLE 37  
LONG TERM DISABILITY (LTD)**

The Company will continue to provide Long-Term Disability benefits to UAW represented employees that were available on the effective date of this Agreement and will be administrated by the Company for UAW employees under the conditions set forth in Attachment C.

For Union

*[Handwritten signature]*  
4-15-24  
*[Handwritten signature]*  
Michael B. Rowe  
Jason M. Fisher  
Roderic Sims  
Paul B. O'Neil  
Lloyd N. Clark  
*[Handwritten signature]*  
Bob Riggall  
Janey Hendrix

For Company

*[Handwritten signature]* 4/9/2024  
Kelly A. Seaman  
*[Handwritten signature]*  
*[Handwritten signature]*  
B. Samuel  
B. Brallum  
Audrey McManus  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

**TENTATIVE AGREEMENT**

**ARTICLE 38  
LIFE, ACCIDENT, AND DISABILITY PLANS**

The Company will continue to provide continued life, accident, and disability benefits to UAW represented employees that were available on the effective date of this Agreement and will be administrated by the Company for UAW employees under the conditions set forth in Attachment C.

For Union 4-15-24

*[Handwritten signatures for Union]*  
Michael B. Cune  
Jason M. Fisher  
Rocklin Sims  
Paul Bohler  
Lloyd H. Miller  
M. O'Neil  
T. S. Smith  
Bob Ruggiere  
Janey Hendrix

For Company

En / Stat 4/9/2024  
Kelly A. Seaman  
C. J. Fred  
B. Smith  
B. Wallace  
Audrey McManus  
M. Trace  
J. [unclear]  
J. [unclear]



**TENTATIVE AGREEMENT**

**ARTICLE 39  
EMPLOYEE RETIREMENT SAVINGS PLAN 401(k)**

The Company will continue to provide the current Daimler Trucks North America LLC UAW Retirement Savings Plan (401K Plan) for UAW- represented employees that is available on the effective date of this Agreement. The current Daimler Trucks North America LLC UAW Retirement Savings Plan (401K Plan) will be administrated by the Company for UAW employees under the conditions set forth in Attachment C.

For Union

4-15-24

*[Handwritten signatures for Union]*  
Jason M. Fisher  
Michael B. Cane  
OJ W. O'Connell  
Janyla Hendrix  
Ago Mills  
M. T. Lynch  
Linda S. Sauer  
Paul Balboa  
Bob Rizzuto

For Company

4/15/24

*[Handwritten signatures for Company]*  
Kelly A. Seaman  
Cinda French  
B. Smith  
J. Smith  
J. Smith  
Audrey McLamores  
B. Bellard

TENTATIVE AGREEMENT  
UAW – DAIMLER TRUCK 2024 TERMS

(1) The Common Grid is agreed to as last passed by the Union, including team lead and resource group, with two corrections:

Delete Cleveland offline material handler and delete Cleveland TOS Coordinator; current TOS Coordinator placed at Prod C

Move the titles listed on the Appendix off the grid because they are included in the team lead footnote.

(2) Wage Progression is four years – with anyone in progression remaining where they are in the progression, entry rate is 70%.

(3) Skill Trades increase at ratification of \$7/skilled trades and \$3/non-journeyman and apprentice.

(4) COLA, paid quarterly, with a ten (10) cent diversion quarterly, first payment July, starting at 302.493 and when goes to 302.494 the first penny.

(5) GWI as follows:

10%	upon ratification
3%	1/12/2025
3%	6/8/2025
4%	6/7/2026
5%	6/6/2027

(6) Profit Share starting with 2024 and payment in 2025; 2% hurdle, \$500 per ROS percentage point; based on compensated hours as passed by the Union.

(7) Expiration March 3, 2028

(8) Juneteenth starts 2025 across Common (floating holidays for Memphis and Atlanta)

(9) Job Security

Mt. Holly Production – 70 BLA

Cleveland Production – 80 BLA, with on ramp of 79 by Q3 and 80 by Q1 2025;  
add Western Star to paragraph 2(b)

Mt. Holly CTS—job security language same as Cleveland CTS

- (10) Mt Holly production gets same increment use of vacation as CTS Mt. Holly (only required to take one block, the rest may be in 1 day increments)
- (11) Shift Premium at 7.5%
- (12) Regarding Pay Practices as exhaustively discussed, the contract will MPL and the Council and the Company will create a Council-wide working group to discuss and resolve issues
- (13) Regarding Attendance Control Policy, MPL, except notice of violation within 20 working days of triggering event, except TBB which remains at 15 working days
- (14) Atlanta will get the same increment use of PTO and Sick Time as Memphis.
- (15) Additional agreements:
- Attendance Bonus LOU – fold in Memphis and Atlanta
- Holidays – as last passed by the Company, except Juneteenth starts in 2025
- PTO Article 25 – MPL except increase bank to 56 hours; PTO can be used additionally on Sundays and holidays
- Delete LOU on “New Hire Wage and Benefits Provision” replaced with new 401K, vacation and other changes for post-2010 retirees to offset retiree health care.
- (16) All TAs executed agreed to by the parties.
- (17) Current contract is extended until midnight on May 10 to provide for ratification.
- (18) Safety Coordinators in Memphis and Atlanta will be Prod C on the Common Grid.

SO AGREED:

Dated: April 26, 2024

Dated: April 26, 2024



UAW President Shawn Fain



Director, Safety, Operations HR, Labor  
Relations Daimler Truck North America  
LLC

ATTACHMENT

Title	code	grade	Location
TOS Facilitator - TBB	7050	006	TBB
CI Facilitator	3853	005	CLE
Continuous Impvmnt Facilitator	5557	05A	MTH
CI Facilitator - Mt. Holly 07A	5861	07A	MTH
CI Facilitator	5862	04A	MTH
OU Trainer	3855	005	CTS
Production Technician	3819	005	CTS
Production Tech	5758	05B	MCTS
CTS OU Trainer	0022	007	MCTS

Job Title	Job Code	Comp Gr	Work Shift	Current Base	Step	Location
Team Leader	7701	007	first	29.55	13	ATL
Team Leader	7950	007	first	29.55	13	MEMP
Team Leader	7039	006	first	28.01	11	TBB7
Group Leader	7000	6S	first	29.93	11	TBB
Lead Person Material Handler	5555	04A	first	30.43	13	MTH
Lead Person Truck Assembler	5655	04A	first	30.43	13	MTH
Lead Person Fabricator	5956	05A	first	31.48	13	MTH
Lead Person Inspector	5656	05A	first	31.48	13	MTH
Lead Person Painter	5556	05A	first	31.48	13	MTH
Sr. Off Line Mechanic Lead	5786	05A	first	31.48	13	MTH
Team Leader	5859	05A	first	31.48	13	MTH
Group Leader PDI	5911	06A	second	31.48	13	MCTS
E Coat Tech Team Leader	3910	007	first	32.80	9	GAS
Team Leader	3801	006	first	30.88	13	CLE
Team Leader	3907	006	second	25.94	10	GAS
Team Leader	5860	04A	first	28.20	13	MTH
Team Leader - 07A Mt. Holly	5858	07A	second	32.62	9	MTH
Lead Person Maintenance	5807	07A	second	32.62	9	MTH
Team Leader - Skilled Trades	3849	007	first	32.77	9	CLE
Skilled Trades Team Leader	3901	007	first	32.80	9	GAS
Team Leader Tool & Die	3903	007	first	32.80	9	GAS

Tower -- Mt Holly  
 OU Trainer -- Mt. Holly CTS  
 CTS Production Coordinator

**Plus any employee who is Team Leader or Resource Group as defined by the footnote, not otherwise identified on this list.**

*ADD*

# TENTATIVE AGREEMENT

## LETTER OF UNDERSTANDING PROFIT SHARING

### Section 1. Eligible Workers

All bargaining unit employees who worked during the Plan Year, who at the end of the Plan Year are active or on layoff or leave of absence are eligible for profit sharing. Employees who retired or died during the Plan Year are also eligible. Employees who are terminated during the Plan Year other than death or retirement are not eligible. Employees who are terminated for any reason after the Plan Year but before the payout are eligible for the payout. Profit sharing due to the deceased are paid to their beneficiary.

### Section 2. Plan year

Each financial reporting year of Daimler Truck Holding AG and subsidiaries. The 12-month period beginning on January 1 and ending on December 31. First payment in 2025 based on 2024 Return on sales of the Trucks North America segment.

### Section 3. Eligible Profit Share Amount

Starting in the calendar year 2024 for payment in 2025, the Company will provide an annual Profit Sharing payout in the amount of \$500 for each 1% reported Trucks North America (DTNA) Return on Sales/equity (in %) for the Return on Sales (RoS) that exceed 2.0%.

In the event that the Company no longer publicly discloses its financial results or Return on sales of Trucks North America, the Company shall provide the Union Return on sales of the Trucks North America segment in a manner consistent with how the figures are defined and reported in its 2023 Annual Report. The Union shall have the option of retaining a third party selected by the Union to audit the Company's calculation paid.

### Section 4. Profit Sharing Amount

The amount to be paid to an Eligible Worker for a Plan Year, determined by multiplying the Eligible Profit Share Amount by the percentage in the table below based on each Eligible Worker's Compensated Hours during the Plan Year.

Chart:

<u>Compensated Hours</u>	<u>Percent of Eligible Profit Share</u>
<u>1,850</u>	<u>100</u>
<u>1,665</u>	<u>90</u>

5

613

<u>1,480</u>	<u>80</u>
<u>1,295</u>	<u>70</u>
<u>1,110</u>	<u>60</u>
<u>925</u>	<u>50</u>
<u>740</u>	<u>40</u>
<u>555</u>	<u>30</u>
<u>370</u>	<u>20</u>
<u>185</u>	<u>10</u>

**Section 5. Compensated Hours**

**Includes hours for which an Eligible Worker receives hours of compensation as listed below:**

**Straight Time Base Wages**

**Overtime (with each hour paid at premium rates to be counted as one hour)**

**Vacation**

**Holiday Pay**

**Bereavement Pay**

**Jury Duty Pay**

**Short-Term Military Duty Pay**

**Report In Pay**

**Union Leave**

**Section 6. Annual Disclosures to Union**

**The Company shall disclose to the Union on an annual basis a calculation of Eligible Profit Share Amount, a list of Eligible Workers and their Compensated Hours and each Eligible Worker's Profit Sharing Amount.**

**In addition, the Company will respond as soon as practicable to reasonable requests from the Union for information regarding the calculations and information used in determining Profit Sharing.**

**Section 7. Disputes**

**The Company and Union recognize it is in the best interest of the parties to work diligently to resolve such disputes or disagreements. If the parties are unable to obtain a mutually agreeable resolution to the dispute or disagreement, it will be subject to the grievance procedure which shall start at Step 4. The Company shall remit the amount the Company computes as due and the differential will be subject to grievance and arbitration.**

*gld*

Section 8. Payment of Profit Sharing

Profit Sharing will be determined and paid as soon as administratively feasible, but in no event later than the end of the fifth month following the end of the Plan Year or 60 days after the release of the Company's Annual Report.

For Union

4-27-24

1512

*[Handwritten signature]*

John M. Fisher

*[Handwritten signature]*

Parv B. B. B.

Michael B. Puff

*[Handwritten signature]*

Freddie S. S.

Janya Hendrix

Bob Riggins

For Company

Em / Mar 4/27/2024

Steve B. Puff

*[Handwritten signature]*

Kelly A. Seaman

Carla Fred

## TENTATIVE AGREEMENT

### Letter of Understanding Cost of Living Adjustment (COLA)

a) Cost of Living Allowance. Each employee covered by this Agreement shall receive a Cost of Living Allowance in accordance with the provisions of Paragraphs c), d) and e).

b) The Cost of Living Allowance provided for in Paragraph a) shall be added to each employee's hourly wage rate and will be adjusted up or down as provided in Paragraphs d) and e).

c) The Cost of Living Allowance will be determined in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (for all items, not seasonally adjusted) (United States City Average) published by the Bureau of Labor Statistics (1982-1984=100).

d) Effective with the date of this Agreement, adjustments in the Cost of Living Allowance shall be made at the following times:

Effective Date of Adjustment:

First pay period beginning on or after:

July 1, 2024.....

At three-calendar month intervals thereafter to January 1, 2028.

Based upon Three- Month Average of the Consumer Price Index For:

March, April and May 2024

And at three- calendar month intervals thereafter to September, October and November 2027

In determining the three (3) month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.001 Index Point.

In no event will a decline in the three (3) month average Consumer Price Index below 302.493 provide the basis for a reduction in the wages scale by job classification.

e) Effective July 1, 2024 and for any period thereafter as provided in Paragraphs c) and d), the Cost of Living Allowance shall be in accordance with the following table:

4/10



<u>Three- Month Average Consumer Price Index</u>			<u>Cost of Living Allowance</u>
<u>302.493</u>		<u>Or less</u>	<u>None</u>
<u>302.494</u>	=	<u>302.583</u>	<u>1¢ per hour</u>
<u>302.584</u>	=	<u>302.673</u>	<u>2¢ per hour</u>
<u>302.674</u>	=	<u>302.763</u>	<u>3¢ per hour</u>
<u>302.764</u>	=	<u>302.853</u>	<u>4¢ per hour</u>
<u>302.854</u>	=	<u>302.943</u>	<u>5¢ per hour</u>
<u>302.944</u>	=	<u>303.033</u>	<u>6¢ per hour</u>
<u>303.034</u>	=	<u>303.123</u>	<u>7¢ per hour</u>
<u>303.124</u>	=	<u>303.213</u>	<u>8¢ per hour</u>
<u>303.214</u>	=	<u>303.303</u>	<u>9¢ per hour</u>
<u>303.304</u>	=	<u>303.393</u>	<u>10¢ per hour</u>

And so forth with 1¢ adjustment for each 0.090 change in the Average Index.

f) For each quarterly adjustment to the cost-of-living allowance during the term of the Agreement the amount of increase payable to employees shall be reduced by ten cents (\$0.10) or by the amount of the increase, whichever is less.

g) The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime premium, shift premium, vacation payments, holiday payments, call-in pay, bereavement pay, jury duty pay, and short-term military duty pay.

h) In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Index on or before the beginning of one of the pay periods referred to in Paragraph d), any adjustments in the Cost of Living Allowance required by such appropriate Index shall be effective at the beginning of the first pay period after receipt of the Index.








i) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures used in the calculation of the Consumer Price Index for any month or months specified in Paragraph d).

j) The parties to this Agreement agree that the continuance of the Cost of Living Allowance is dependent upon the availability of the monthly Consumer Price Index published by the Bureau of Labor Statistics in its present form and calculated on the same basis as the current Index unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the Consumer Price Index, the parties agree to request such agency to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the Index was prior to such change.




6/11

k) Effective pay ending February 29, 2028, the cost of- living allowance accumulated shall be added to the base hourly wage rate for each classification, including wage rates in progression.

For Union 4-27-24

  
Freddie Sue  
  
M. M. O'Connell  
  
Tanya Hendrix  
  
Michael B. Con  
  
Jason M. Fisher  
  
Pamela Bello  
  
Bob Riggins

For Company

  
Kelly A. Seaman  
  
Coda Friend  


**TENTATIVE AGREEMENT**

**LETTER OF UNDERSTANDING**  
**EMPLOYEE PLACEMENT**

The Union and the Company recognize the hiring of new employees while there is a surplus of seniority employees in layoff status at other Daimler Truck North America (DTNA)/UAW represented locations is not in the best interest of the parties. Therefore, the parties will provide seniority employees, who are subject to indefinite layoff, idling, and/or plant closure, an opportunity for employment at other DTNA/UAW represented facilities covered under this language.

For purposes of this Letter of Understanding, seniority for placement refers to the longest unbroken Company service with a DTNA/UAW facility, which will be used to give priority to indefinitely laid off employees who choose to be employed at another DTNA/UAW facility.

Employees who are hired to work at another DTNA/UAW represented facility will maintain all recall rights to their original facility. However, if an employee chooses to stay at the new facility when offered an opportunity to exercise their recall rights, the employee forfeits any recall rights back to their original facility. If there is an indefinite layoff, closing or idling at the employee's new facility, they will maintain seniority for hiring opportunities to all DTNA/UAW represented facilities covered under this language.

Once the employee enters the new facility, they will be given a plant entry date for purposes of job bid, shift preference, overtime, vacation scheduling, and layoff/recall at the new facility. Company service/seniority will continue for pension purposes, vacation accrual, pay rate and wage scale progression.

Details of the process will be established and communicated and any unexpected issues that arise will be discussed and resolved by mutual agreement.

For Union 4-25-24

*[Handwritten signatures for Union]*  
KJD  
Jason M. Fisher  
M. Wolf  
James Hendrix  
Edgar A. Clark  
Mickie Sims  
Michael B. Cunn

*[Handwritten signatures for Company]*  
Paul Barlow  
W. A.  
Bob Kiggins

For Company

*[Handwritten signatures for Company]*  
4/24/2024  
Kelly A. Seaman 4/24/2024  
C. A. Fred  
B. J. Smith  
Kendrick Williams  
B. J. Smith  
J. J. Smith  
J. J. Smith  
J. J. Smith

## TENTATIVE AGREEMENT

### LETTER OF UNDERSTANDING MEDICAL LEAVE LASTING 7 CALENDAR DAYS WITH THE FIRST DAY HAPPENING ON THE WEEKEND

The union has shared that because Short Term Disability claims always start on the first scheduled work day, and outside of those with an alternate schedule, that will be Monday – Friday. If someone has a medical issue come up after work on Friday, on Saturday or Sunday and their provider certifies them as medically disabled for 7 calendar days including the first weekend, that they are not meeting the STD waiting period but also the absence is treated as chargeable time.

The company agrees to modify the notification email that the third-party Disability Administrator currently sends advising when an STD claim is denied due to not meeting the waiting period, that third-party Disability Administrator adds language advising of the dates certified to include those weekend days that were prior to the first schedule work day.

This will not modify the official STD waiting period for purposes of STD relapse within 90 days.

The Benefits Group will work with local HR to make sure the same approach is used for those with less than 12 months of service that provide information to the Plant/Facility location of being medical disabled for 7 calendar days.

For Union 4-27-20

KJD  
[Signature]  
[Signature]  
[Signature]  
Mike B  
[Signature]  
[Signature]  
Jason M. Fisher  
Tanya Andrus  
[Signature]  
Bob [Signature]

For Company

Jaqueline [Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

## TENTATIVE AGREEMENT

### LETTER OF UNDERSTANDING MEDICAL LEAVE TRANSPARENCY FOR EMPLOYEES WITH LESS THAN 12 MONTHS OF SERVICE

Prior to 2024, the third-party Disability Administrator & DTNA worked together to update the reason used for STD denial when an employee did not have 12 months of service and added language to the denial letter the third-party Disability Administrator sends to the employee.

Going forward all DTNA UAW employees will be advised to file an STD claim if they expect to be medically disabled for 7 calendar days or more, even if they do not have 12 months of service.

The Benefits Group will update the script so the Customer Service Representative does not stop employees from filing an STD claim and to use the Attending Physician Statement in the packet and return it to local HR (not plant medical).

The Benefits Group will make sure if the third-party Disability Administrator receives the Attending Physician Statement in the denied STD claim (when denied for length of service) that the information is either forwarded over to the Disability Coordinator or the Disability Coordinator is advised so they can access the documents in the claim images. Union Benefit Representatives to be notified via email of receipt of the Attending Physician Statement (for notification purposes only).

For Union

4-27-24

KST  
Michael B. Cur  
Freddie  
Paul  
Jason M. Fisher  
Janice Hendrix  
Bob Riggins

For Company

Eric  
Liz  
Eric  
Eric

## TENTATIVE AGREEMENT

### LETTER OF UNDERSTANDING ARBITRATION GUIDELINES

This will confirm the Arbitration Procedures agreed to between the Company Daimler Trucks North America (DTNA) and the International Union, UAW. The understandings are:

- 1) Hearings on cases shall be held at the facility or location from which the case arose. However, this does not preclude the parties from holding a hearing or hearings at other locations where, in appropriate cases, and for reasons of convenience and economy, it may be desirable to hold a hearing at another location.
- 2) Witnesses will be sworn.
- 3) Court reporters may be used at the discretion of either party.
  - The party requesting a court reporter shall bear the costs and expenses of the court reporter unless both parties make the request and, if so, the parties will split the cost.
  - Transcripts will be paid by the party ordering the transcripts.
- 4) Full disclosure of all documents, positions, evidence and witness lists will be completed no less than ten (10) business days (Monday through Friday) prior to the established arbitration date (in person or combination of computer/phone).
- 5) Minutes of review hearing are inadmissible at arbitration.
- 6) External documents (except for the impeaching portion thereof: such as transcripts of Unemployment Compensation hearings) will not be permissible as evidence, but may be used orally for the purpose of impeaching a witness.
- 7) No unaccepted settlement offer whether on the case to be heard or on other cases is admissible.
- 8) The parties prefer using a pre-hearing brief.
  - In the event the Arbitrator requests the parties or either party to submit additional information, this will be done by way of a post- hearing brief.
- 9) Either side can exclude persons not appropriately present at the hearing as these hearings are private affairs to be conducted by the Company and the Union.

There may be areas of potential dispute that are not reflected in this letter. With respect to those areas, the parties will meet to mutually resolve the issue at hand.

VD

EP

**TENTATIVE AGREEMENT**

**LETTER OF UNDERSTANDING  
ARBITRATION GUIDELINES**

For Union 4-9-24

*Ry*  
*[Signature]*  
Michael B. Cron  
Jason M. Fisher  
*[Signature]*  
Elyse H. Elfr  
Hedda Sems  
Janey Hendrix  
Parker Braddock  
*[Signature]*  
Bob Higgins

For Company

*[Signature]* 4/9/24  
Kelly A. Acaman  
Cinda Fisher  
B. Schul  
B. Pullan  
Audrey McManus  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

## TENTATIVE AGREEMENT

### LETTER OF UNDERSTANDING ATTENDANCE BONUS PROGRAM

#### A. Objective

The objective of the program is to improve attendance.

#### B. The Program

The program is designed to provide quarterly payments to employees based on the achievement of individual attendance targets.

Each eligible employee who meets their individual attendance targets will receive a payment of \$400.00 per quarter. Employees who fail to meet their individual attendance goal will not be eligible for consideration of any payment. Employees who achieve the maximum number of hours credited will receive an additional \$50.00 bonus payment.

Payments will be paid to employees meeting the requirements as defined in Section E by the last pay period of April (Q1 results), July (Q2 results), October (Q3 results), and January (Q4 results).

#### C. Definitions

- 1) Hours available in the performance period - all regular and holiday hours (does not include overtime).
- 2) Credited time – all straight-time hours (does not include overtime) in which an employee receives a contractually required payment for hours worked, as well as, hours covered by Vacation, Bereavement, Jury Duty, Holiday, Paid Sick time, Short-term Military, and PTO.
- 3) Non-credited time includes - any time that is coded as chargeable hours under ACP, as well as, all approved STD/LTD time, Long-term Military Leave, FMLA (unpaid), and Workers Compensation Leave (see full listing).
- 4) Eligible Employees – All Bargaining Unit employees who have completed the initial probation period as defined in Article 5, Section 1 and who are actively working at time of distribution. Individuals will be eligible for payment provided they have seniority as of the date of any quarterly payment or they retired prior to the date of distribution.

#### D. Effective Date

The program shall become effective July 1, ~~2018~~ 2024.

#### E. Program Guidelines

Quarterly qualification for the program is established when an eligible employee reaches the required amount of hours credited in the quarter (see Appendix B). Once the eligible employee

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*CLD*



meets the attendance threshold they are eligible for a \$400.00 payment.

Attendance: In order to achieve the payment of \$400.00 each employee must work the minimum number of hours listed in Appendix A in said quarter. Employees who achieve the maximum number of hours credited will receive an additional \$50.00 bonus payment. Employees will not earn credit for any hours that are classified as non- credited time (see Appendix B).

2018	Q3	July – Sept	514 of 520
	Q4	Oct – Dec	522 of 528
2019	Q1	Jan – March	506 of 512
	Q2	April – June	514 of 520
	Q3	July – Sept	522 of 528
	Q4	Oct – Dec	522 of 528
2020	Q1	Jan – March	514 of 520
	Q2	April – June	514 of 520
	Q3	July – Sept	522 of 528
	Q4	Oct – Dec	522 of 528
2021	Q1	Jan – March	506 of 512
	Q2	April – June	514 of 520
	Q3	July – Sept	522 of 528
	Q4	Oct – Dec	522 of 528
2022	Q1	Jan – March	506 of 512
	Q2	April – June	514 of 520
	Q3	July – Sept	522 of 528
	Q4	Oct – Dec	514 of 520
2023	Q1	Jan – March	514 of 520
	Q2	April – June	514 of 520
	Q3	July – Sept	514 of 520
	Q4	Oct – Dec	514 of 520
2024	Q1	Jan – March	514 of 520

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Appendix A

Quarterly Minimum Required Hours Credited

<u>2024</u>	<u>Q2</u>	<u>April – June</u>	<u>514 of 520</u>
	<u>Q3</u>	<u>July – Sept</u>	<u>522 of 528</u>
	<u>Q4</u>	<u>Oct – Dec</u>	<u>522 of 528</u>
<u>2025</u>	<u>Q1</u>	<u>Jan – March</u>	<u>506 of 512</u>
	<u>Q2</u>	<u>April – June</u>	<u>514 of 520</u>
	<u>Q3</u>	<u>July – Sept</u>	<u>522 of 528</u>
	<u>Q4</u>	<u>Oct – Dec</u>	<u>522 of 528</u>
<u>2026</u>	<u>Q1</u>	<u>Jan – March</u>	<u>506 of 512</u>
	<u>Q2</u>	<u>April – June</u>	<u>514 of 520</u>
	<u>Q3</u>	<u>July – Sept</u>	<u>522 of 528</u>
	<u>Q4</u>	<u>Oct – Dec</u>	<u>522 of 528</u>
<u>2027</u>	<u>Q1</u>	<u>Jan – March</u>	<u>506 of 512</u>
	<u>Q2</u>	<u>April – June</u>	<u>514 of 520</u>
	<u>Q3</u>	<u>July – Sept</u>	<u>522 of 528</u>
	<u>Q4</u>	<u>Oct – Dec</u>	<u>522 of 528</u>
<u>2028</u>	<u>Q1</u>	<u>Jan – March</u>	<u>514 of 520</u>

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**Appendix B - Hours**

<u>Credited time</u>	<u>Non-Credited time</u>
All regular hours (does not include overtime) in which an employee receives a contractually required payment for hours worked, as well as any regular hours covered by Vacation, Bereavement, Jury Duty, Holiday, Paid Sick time, Short-term Military, and PTO.	Any time that is coded as chargeable hours under ACP as well as all <u>approved</u> STD/LTD time, Long-term Military Leave, FMLA (unpaid), and Workers Compensation Leave.

Cleveland & Mt. Holly	Gastonia	Atlanta & Memphis
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	Time Code	Description	Time Code	Description	Time Code	Description
Credited	APPRENLEAVE	Apprenticeship leave	APPRENLEAVE	Apprenticeship leave	BRV	Funeral Leave paid
	BRV	Funeral Leave paid	BRV	Funeral Leave paid	FHOL	Floating Holiday
	HOL	Holiday	HOL	Holiday	JURY	Jury Duty/Court Appearance
	JURY	Jury Duty/Court Appearance	JURY	Jury Duty	MILT	Short Term Paid Military Leave
	MILT	Short Term Paid Military Leave	MILT	Short Term Paid Military Leave	PTO	PTO
	PSICK	Sick Time - Personal (Current)	PSICK	Personal Sick Time	PSICK	Personal Sick Time
	PTO & PTOBANK	PTO	PTO & PTOBANK	PTO	SHUTDOWN & SHUTPARTIAL	Excused time shutdown/partial
	SHUTDOWN & SHUTPARTIAL	Excused time shutdown/partial	SHUTDOWN & SHUTPARTIAL	Shut Down/Temp Off	SICK	Sick/Casual Leave (paid)
	SICK	Sick/Casual Leave (paid)	SICK	Sick/Casual Leave (paid)	VAC	Vacation
	VAC & VACSINGLE	Vacation	SVAC	Sick time used as vac. Week		
			VAC & VACSINGLE	Vacation		
	UNION LEAVE PAID	Union Leave Paid	UNION LEAVE PAID	Union Leave Paid	UNION LEAVE PAID	Union Leave Paid

	Time Code	Description	Time Code	Description	Time Code	Description
Non-Credited	ABS	Full Day Off (LWOP)	ABS	Full Day Off (LWOP)	ABS	Full Day Off (LWOP)
	DAYOFINJURY	Day of Injury (Workers Comp)	DAY OF INJURY	Day of Injury (Workers Comp)	DAYOFINJURY	Day of Injury (Workers Comp)
	FMLA	Family Medical Leave	FMLA	Family Medical Leave	FMLA	Personal/Family Leave (unpaid)
	FMLA APPT	FMLA APPT	FMLA APPT	FMLA APPT	FMLA APPT	FMLA APPT
	FMLA PENDING	FMLA PENDING	FMLA PENDING	FMLA PENDING	FMLA PENDING	FMLA PENDING
	MED PEND	Pending STD	MED PEND	Pending STD	MED PEND	Pending STD
	MGR EXUNPD	Excused - Mgr approve (unpaid)	MGR EXCUSSED	Excused - Mgr approve (unpaid)		
	PERSLEAVE	Personal/Family Leave (unpaid)	PERSLEAVE	Personal Leave of Absence	PERSLEAVE	Personal Leave of Absence
	STD70	Short Term Disability - 70%	STD70	Short Term Disability - 70%	STD70	Short Term Disability - 70%
	SUSP	Suspension (unpaid)	SUSP	Suspension (unpaid)	SUSP	Suspension (unpaid)
	TRDLTE	Tardy/leave early (unpaid)	TRDLTE	Tardy/leave early (unpaid)	TRDLTE	Tardy/leave early (unpaid)
	UNPMED	Med No Pay/Wait (unpaid)	UNPMED	Med Leave/1#5 days no pay	UNPMED	Med No Pay/Wait (unpaid)

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UNVAC	Vacation Time - Unpaid	UNPVAC	Vacation Time - Unpaid	UNVAC	Vacation Time - Unpaid
WKCOMP	Excused Ind. Leave	WKCOMP	Industrial Medical Leave-Paid	WKCOMP	Ind. Leave
WKCOMPAPPT	Ind. Leave Partial Day	WKCOMPAPPT	WC Appt. (See 1 <sup>st</sup> Aid Dept)	WKCOMPAPPT	Ind. Leave Partial Day

For Union 4-27-24

*[Handwritten signature]*  
*[Handwritten signature]*  
 Jason M. Fisher  
 Powell Bellard  
 Freddie Sims  
 Michael B. [unclear]  
*[Handwritten signature]*  
*[Handwritten signature]*  
 Bob Riggs  
 Lanya Hendrix

For Company 4/27/2024

*[Handwritten signature]*  
 Kelly A. Seaman  
 Linda Fred  
 B. [unclear]  
 Audrey McManus  
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Common (MTH - GAS - CLE - ATL - MEM)

## TENTATIVE AGREEMENT

### LETTER OF UNDERSTANDING

#### ATTENDANCE CONTROL POLICY

The Company and the Union mutually agree that the Attendance Control Policy is a reasonable work rule. **Attendance Control Policy discipline will be issued within twenty (20) available working days of the triggering occurrence.**

An employee's regular attendance on the job is of vital importance for the efficient operation of our business. Disruption of established work schedules due to excessive absenteeism places a heavy burden on fellow employees as well as on the planning necessary to achieve production goals. In order to maintain acceptable standards of attendance and to provide for fair and consistent treatment of employees receiving corrective action for excessive absenteeism, the following Attendance Control Policy is effective upon ratification. The parties further acknowledge this policy is a reasonable work rule and corrective discipline will be imposed under the provisions of this Letter of Understanding.

#### 1. Absences (Non-Chargeable):

Absences for the specific reasons listed below are not charged against the employee's attendance record:

1. Negotiated Paid Sick Time Leave (03-Time)
2. Short-Term Disability in Excess of Seven (7) Calendar Days
3. Approved Military Leaves of Absence
4. Holidays
5. Vacations
6. Jury Duty
7. Court Appearance (Only as subpoenaed witness and not as a principal of court action itself)
8. Bereavement (as defined in the Agreement)
9. Time Lost due to Industrial Injuries or Illness
10. Layoff or Temporary Plant Closures / Shutdowns
11. Time Lost due to Plant Emergencies (power failures, bomb threat, tornadoes, etc.)
12. Disciplinary Suspensions
13. Approved Leave for Union Business
14. Approved Personal Leave of Absence
15. Medical Leave (minimum of 5 working days)
16. PTO (if employee has time available)
17. FMLA

#### 2. Absences (Chargeable):

Absences for the following reasons will be charged against the employee's attendance record:

1. Casual Absenteeism
2. Tardy / Leave Early

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### 3. Committed Overtime

Charges for the following situations will result in chargeable time until the employee reports their absence or tardiness to the Company.

- Late call in with 03 time **Paid Sick Leave** available.
- Late call in without 03 time **Paid Sick Leave** available.
- Late call in for bereavement leave.
- Late call in when an employee is going to be late.
- Late call in for workers compensation injury.
- Late call in for medical leave (first day only).

Exceptional circumstances will be reviewed by Management on a case-by-case basis.

~~Paid Sick time~~ **Leave** (~~03 time~~) will automatically be paid from the absentee call in system.

### 3. Procedure:

A. The program will be administered on a continuous twelve (12) month basis beginning on the date of the employee's first chargeable occurrence. All chargeable time associated with absences, tardies, and leave earlies will be accumulated over a twelve (12) month period. On the anniversary of the day in which an absence occurred, it will be subtracted from the employee's total. For example, if an employee was absent on December 1, January 3, and May 8, he would have a total of twenty-four (24) charged absent hours on May 9. If no additional time was accumulated by December 2 of the following year, his chargeable hour total would be reduced to sixteen (16) hours to reflect the subtraction of the eight (8) hours assessed on December 1 of the previous year. It is further understood that chargeable time discipline steps will be administered each time they are crossed.

B. The Corrective Disciplinary Steps are as follows:

- 20 Hours - Written Warning
- 30 Hours - Final Warning
- 40 Hours - Termination

It is understood that all steps (written warning and final warning) must be issued before an employee can be terminated. A final written warning must be documented prior to termination for employees in excess of forty (40) hours chargeable time.

C. Tardiness or Leave Early:

Tardiness and leave early occurrences will be charged against the employee's attendance record. In addition, tardy and leave early occurrences will result in corrective discipline based on the following:

A Guidance and Counseling will be issued when an employee has two (2) or more occurrences in a thirty (30) day calendar period.

Two (2) additional occurrences in a thirty (30) day calendar period (within a twelve (12) month revolving period) will result in a written warning.

Two (2) additional occurrences in a thirty (30) day calendar period (within a twelve (12) month revolving period) will result in a final warning (in lieu of suspension).

Two (2) additional occurrences in a thirty (30) day calendar period (within a twelve (12) month revolving period) may result in termination.

4. Chronic Attendance Program:

The purpose of the Chronic Attendance Program is to identify and review an employee whose attendance records identify habitual patterns of abuse.

A. Guidelines:

1. An employee with twenty-four (24) hours or more of chargeable time under the current Attendance Control Program and an average of twenty-four (24) hours of chargeable time annually would be considered Chronic and therefore subject to placement in the Chronic Attendance Program and Final Written Warning.
2. Average annual chargeable time will be calculated by taking the total hours of charge time the employee has accrued in the last three (3) years (1095 days) of active employment divided by three (3). For example: An employee with seventy-eight (78) total hours of chargeable time in the previous 1095 days would have an average of twenty-six (26) hours of charge time annually over that period.
3. Employees with less than three (3) years of active service with the Company will have their average annual chargeable time calculated and annualized based on their total active time of employment based on the following formula:

$(\text{Total chargeable hours} / \text{Total active service time}) \times 365 = \text{Average annualized charge time}$

For example: An employee with sixty (60) total hours of chargeable time with only 790 days of active employment would have:

$$(60 / 790) \times 365 = 27.72 \text{ hours of average annualized charge time}$$

4. An employee with twenty-four (24) hours or more of chargeable time under the current Attendance Control Program and at least fifty percent (50%) of the chargeable time in the past three (3) years of active employment (or total active time of employment is less than three (3) years) occurring on Mondays and Fridays would be considered Chronic and therefore subject to placement in the Chronic Attendance Program and Final Written Warning.
5. An employee with twenty-four (24) or more hours of chargeable time and has been in the Chronic Attendance Program during the last three (3) years of active employment would be considered Chronic and therefore subject to placement in the Chronic Attendance Program and Final Written Warning.
6. An employee with six (6) or more tardy/leave early occurrences in a rolling twelve (12) month period of active employment and average six (6) or more tardy/leave early occurrences in the last three (3) years of active employment would be considered Chronic and therefore subject to placement in the Chronic Attendance Program and Final Written Warning.
7. Employee with less than three (3) years of active employment that reach or exceed an average of six (6) tardy/leave early occurrences and average six (6) tardy/leave early occurrences annually based on the following formula:

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(Total number of tardy/leave early events / Total active service days) x 365 = Average annualized tardy/leave early events.)

For example: An employee with fifteen (15) tardy/leave early occurrences with 820 days of active employment would have:

$$(15 / 820) \times 365 = 6.67 \text{ average annualized tardy/leave early events}$$

**B. Program:**

Once an employee has been placed in the Chronic Attendance Program they will remain in the program for a period of six (6) months of active employment. While in the program, the employee will be subject to the following:

1. Any FMLA leave will be taken concurrently with any paid leave the employee is entitled to.
2. Will not be eligible for job bids.
3. Will not be eligible to accrue sick time.
4. Will not be eligible to use any previously accrued sick time without a doctor's excuse that includes a diagnostic code.
5. Will not be eligible for PTO without a doctor's excuse that includes a diagnostic code.
6. Will not be allowed a personal leave of absence.
7. Will not be eligible for the Attendance Bonus if the employee is in the Chronic Attendance Program.

If an employee was in the Chronic Attendance Program at any time during the quarter in which Attendance Bonus is calculated, the employee is not eligible for payment. For example, an employee in the Chronic Attendance Program from March 30<sup>th</sup> – September 30<sup>th</sup> would not be eligible for Attendance Bonus payment in Q1, Q2 or Q3. Alternatively, an employee that meets the criteria for Attendance Bonus payout for Q1 but is placed in the Chronic Attendance Program in early April (prior to actually receiving Q1 payout check) would be eligible to receive payment.

8. On any approved leave or approved absence during the six (6) month period, the excused time will be added back to the employees six (6) month period they must serve to complete the program.

**C. Final Written Warning – Chronic Program:**

There are two (2) types of Final Written Warnings that employees may receive based on attendance issues associated with total charged time or tardy/leave early occurrences as noted in Guidelines section above:

1. Chargeable Time: The Final Written Warning will specify that the employee cannot accumulate more than eight (8) hours charge time. An employee at or above 8.01 hours charge time will be subject to termination.
2. Tardy/Leave Early Occurrences: The Final Written Warning will specify that the employee accumulating more than two (2) tardy or leave early occurrences will be subject to termination.

The period of the Final Written Warning will be six (6) months. Employee and Company representative must sign the Final Written Warning. The Union Representative will sign the Final Written Warning acknowledging receipt. Employees who refuse to sign the Chronic Attendance



Program Final Written Warning will be subject to termination.

D. Special Accommodations:

The Plant Manager or Human Resources Manager may grant or deny a special accommodation request. The Union can appeal the decision of the Company following Article 6 of the Grievance and Arbitration Procedure.


E. End of Program:

At the end of the program, the employee will have all contractual rights reinstated.


F. Effective Date:

The Chronic Attendance Program is effective January 1, 2015. Employees that reach or exceed twenty four (24) or more hours of chargeable time that accrue any charge time after this date will be subject to review and potential entry into the program based on Guidelines. In addition, any employee that reaches or exceeds six (6) or more tardy/leave early occurrences in a rolling twelve (12) month period and has a tardy/leave early occurrence after this date will be subject to review and potential entry into the program based on Guidelines.

For Union 4-27-24

  
Jason M. Fisher  
Panel Bellini  
Michael B. Crowe  
Bob Riggins  
Janys Hendrix

For Company

  
Kelly A. Seaman  
C. D. Fred  
B. Smith  
Audrey McManis  
S. J. H.  
J. G.

## TENTATIVE AGREEMENT

Agree to move all language to Common Article 16 Health and Safety

### LETTER OF UNDERSTANDING CADMIUM AND HEXAVALENT CHROMIUM USE

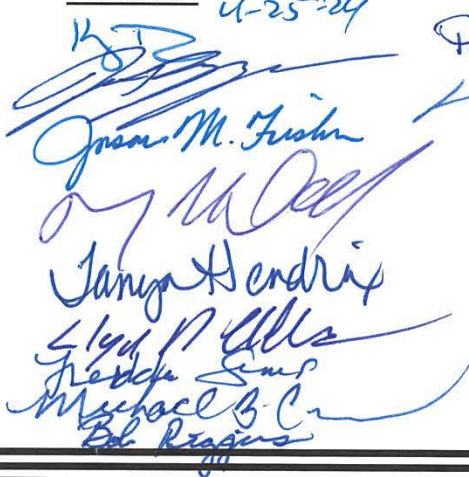
During the course of these negotiations, Management and the Union have held discussions concerning cadmium and hexavalent chromium in the workplace.

The below elements were agreed to:

- 1.) The Company commits that it will not use cadmium-coated fasteners in the assembly process.
- 2.) Hexavalent chromium will not be utilized as it pertains to metal pre-treatment.
- 3.) In the unlikely event that cadmium-coated fasteners or hexavalent chromium as it pertains to metal pre-treatment are found in the plant, the Company will provide a risk communication regarding cadmium and hexavalent chromium to all affected employees within the facility. Should an exposure occur, the Company will schedule and pay for biological testing conducted by a mutually agreed upon certified laboratory, and will ensure that any cadmium-containing residue and hexavalent chromium-containing residue is properly cleaned up and disposed.
- 4.) The DTNA Corporate Manager of Health and Safety, the UAW International Health and Safety Representative, and the Local Health and Safety Representative agree to meet, discuss, and determine the adequacy of our existing strategy relating to cadmium and hexavalent chromium and determine if any additional actions may be required.
- 5.) If any components/parts containing Cadmium are found to be in any UAW represented plant covered under this Agreement, the Company will communicate to the work force to minimize exposure. The Company will work with those vendors to identify suitable alternatives and follow procedures outlined in Section 3 above.

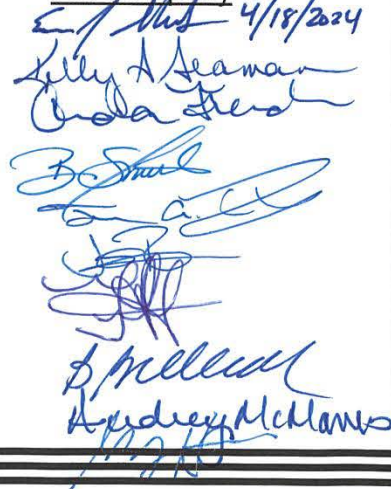
It has been agreed to by both parties that this letter of understanding will replace the previous Letters of Understanding regarding cadmium and hexavalent chromium use.

For Union

4-25-24  


Power BDD  


For Company

4/18/2024  


**TENTATIVE AGREEMENT**

**LETTER OF UNDERSTANDING**

**CONTRACT/GRIEVANCE INVESTIGATION TRAINING**

Within ninety (90) calendar days of ratification of the 2018 **2024** contract, the Company agrees to jointly administer with the UAW Leadership a contract implementation training session as soon as reasonable with the Managers, Supervisors, UAW Shop Committeepersons, and Alternates.

In addition, the Company will schedule a training session for the Managers and Supervisors on grievance investigations and responses and discipline. This training will also be mandatory for all new members of Management within ninety (90) calendar days of hiring/assignment to a new facility.

For Union

4-15-24

*[Handwritten signatures for Union]*  
Michael B. Rome  
Jason M. Fisher  
Freddie Sims  
Paula Bellon  
Uyd N. Walker  
Boh Riggins  
Janay Hendrix

For Company

*[Handwritten signatures for Company]*  
Kelly A Seaman  
Cinda French  
Audrey McDermott  
B. Pillech

**TENTATIVE AGREEMENT**

**LETTER OF UNDERSTANDING DEPENDENT AUDITS**

The Company reserves the right to audit dependent eligibility for all current and future employees. An employee recalled within one (1) year of layoff will not be subject to the dependent audit verification process. A dependent audit includes coverage for persons covered as spouses, dependent child(ren), or child(ren) placed for adoption. Employees will be required to provide any documentation requested including but not limited to marriage license and birth certificates or other documents to substantiate dependency as defined by the benefit plan. Employees who are found to have dependents who are not eligible will be required to reimburse the Company for the cost of claims incurred and may be subject to disciplinary action.

The Company and the Union will work jointly to ensure the audit process is conducted effectively and that employees are given sufficient time to provide documentation and complete paperwork required to comply with the audit.

For Union

4-27-24

12/12  
[Handwritten signatures for Union]  
Michael B. [Signature]  
Kedra [Signature]  
James M. Fisher  
Janya Hendrix  
Bob [Signature]

For Company

[Handwritten signatures for Company]

## **TENTATIVE AGREEMENT**

### **LETTER OF UNDERSTANDING EQUAL APPLICATION AGREEMENT**

For several years, the Company and the Union have been leaders in adopting and effectuating policies against discrimination because of race, color, religion, age, sex, national origin, status as a qualified person with a disability, sexual orientation, marital status, union activity or membership in any legally protected class and to this end the parties have expressly incorporated in their Agreement an "Equal Application" provision that both ensures adherence to that principle in all aspects of employment at Daimler Trucks North America LLC and provides the contractual grievance and arbitration procedure for the resolution of alleged violations of that principle.

The parties now recognize the desirability of increased communication and a cooperative effort in this area on this subject (1) to encourage employees and grievance Representatives to use the grievance and arbitration procedure as a the exclusive contractual method for the prompt resolution of all claims of denial of equal application rights or claims of sexual harassment or discrimination (2) to determine the cause of such claims in order to reduce the probability of these claims arising and recurring, and (3) to maintain liaison with appropriate federal, and state civil rights agencies for the following purposes: (a) to increase understanding, (b) to promote and encourage the use of the contractual grievance and arbitration procedure in order to avoid multiplicity of litigation in many forums simultaneously which is frequently time- consuming, contradictory and hence nonproductive to relieving employee problems, (c) to seek solutions to mutual problems, (d) to relieve tensions in this area, and (e) to exchange information, expertise and advise.

Accordingly, the parties now establish an Equal Application Committee and its functions shall be the following:

- A.) Suggest guidelines for Union and Company representatives active in the grievance procedure in the proper and prompt handling of grievances alleging such claims.
- B.) Conduct or arrange for investigations and/or studies into the cause of equal employment opportunity and discrimination problems and tensions in an attempt to prevent such problems from arising or recurring.

The parties continue to recognize their legal and moral responsibility for assuring that all Daimler Trucks North America LLC employees have equal employment opportunities and freedom from discrimination. Consequently, the function of the Equal Application Committee shall be advisory, consultative and cooperative. While the Company and the Union will welcome the recommendations the Committee may make, the Committee may not commit either party to a specific course of action. However, the Union agrees that it will encourage its members to utilize the grievance and arbitration procedure with respect to any claim or complaint against the Company, which may be made a subject of the grievance procedure under the contract.

KD

EDW

**TENTATIVE AGREEMENT**

LETTER OF UNDERSTANDING  
EQUAL APPLICATION AGREEMENT

For Union

4-9-21

*[Handwritten signature]*  
Michael B. [unclear]  
Jason M. Fisher  
*[Handwritten signature]*  
Lloyd A. [unclear]  
Freddie Sims  
Janaya Hendrix  
Pamela Ballard  
*[Handwritten signature]*  
Bob Higgins

For Company

*[Handwritten signature]* 4/9/2021  
Kelly A. Seaman  
Coda Fred  
*[Handwritten signature]*  
*[Handwritten signature]*  
Audrey McManus  
*[Handwritten signature]*  
*[Handwritten signature]*

## TENTATIVE AGREEMENT

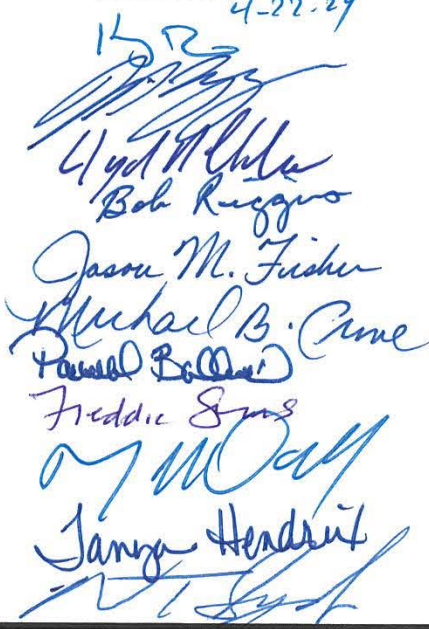
### LETTER OF UNDERSTANDING HEALTHCARE CONTINUATION TEMPORARY SENIORITY EMPLOYEES

Mutual agreement was reached on health care continuation with regard to the following groups or classifications of employees:

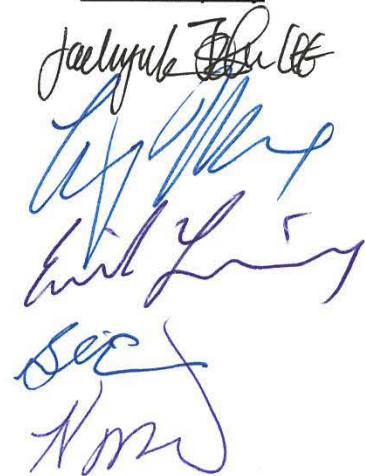
- 1) Full time employees who are laid off will receive six (6) months of health care insurance continuation. Employees on layoff for over six (6) months and recalled to fill permanent openings will have six (6) months of health care insurance continuation if they are subsequently laid off irrespective of time worked.
- 2) Employees on layoff who have exhausted health care continuation coverage and are recalled for "Summer Help"/"Peak Vacation Fill-in" (as defined by the Collective Bargaining Agreement) will have health care continuation restored time for time worked. An employee will earn an additional month (not to exceed six (6) months) of health care continuation for each month in which at least one (1) pay period is worked.
- 3) Employees recalled for "Summer Help"/"Peak Vacation Fill-in" (as defined by the Collective Bargaining Agreement) and have not exhausted health care continuation coverage will retain any unused health care continuation from the prior layoff and will earn an additional month of health care continuation for each month in which at least one (1) pay period is worked that, when added to any unused continuation, will not to exceed six (6) months total accumulation of health care continuation.
- 4) New Hires hired for "Summer Help"/"Peak Vacation Fill-in" (as defined by the Collective Bargaining Agreement) will receive no health care insurance continuation.

For Union

4-22-29

  
Hynd White  
Bob Ruggio  
Jason M. Fisher  
Michael B. Crane  
Freddie Sims  
Janys Hendrix

For Company

  
Jaclyn  
Eric  
Sec  
Korn

*JD*

## TENTATIVE AGREEMENT

### LETTER OF UNDERSTANDING JOINT BENEFITS COMMITTEE

Daimler Trucks North America (DTNA) and the UAW have long recognized the major problems we jointly confront with the U. S. Health Care System. The Corporation and the UAW share a serious concern about the high cost of health care. DTNA and the UAW jointly agree to support approaches directed towards achieving cost containment and appropriate quality assurance mechanisms.

DTNA and the UAW agreed to continue, through the Joint Benefits Committee, to implement and administrate improvements to all benefit plans and programs.

#### Joint Benefits Committee

DTNA will be represented on the Committee by two (2) Management employees one (1) from the location and one (1) from the Corporate Benefits Department. The UAW will be represented by the Local Union President and Shop Chairman or their designee, the Local Union Benefit Representative, UAW International Representatives from the Social Security Department, National Department, and Region. The Union and Management members may, by mutual agreement, invite consultants to assist them with specific issues.

The Committee shall meet no less than ~~semi-annually~~ annually as specified below and their respective functions shall include, but not be limited to:

1. Resolve administrative issues including those that were discussed during negotiations.
2. Developing ongoing programs to educate members on the various aspects of the different benefit programs and provide them with the information needed to make informed decisions.
3. Work with various insurance carriers/administrators to ensure payment of claims.
4. The selection of Impartial Medical Examiners for Short and Long Term Disability.
5. To review, no less than ~~semi-annually~~ annually, issues relative to containing costs, and improving the quality of service. Jointly develop plans and implement corrective actions to address cost and service issues consistent with the provisions of the CBA.
6. Review and approve Summary Plan Descriptions (SPDs).

In assisting a member to resolve a dispute, related to benefits, it is understood that the Joint Benefits Committee (JBC) may have access to information about a specific member or a member of his or her family that must be kept strictly confidential. Any discussion about the information must be limited to those with an absolute need to know.

The employer will pay for the expenses related to JBC work, including paying Local Union members for time spent on JBC activities.

No change to the benefit plan shall be made except by mutual consent.

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**Benefits Sub-Committee**


A Benefits Sub-Committee has been established to resolve specific issues relative to the functions outlined above. Additionally, process issues, which may include carrier/administrator policy and system errors or changes amongst other things, will be addressed by the Benefits Sub-Committee.

This Committee consists of individuals from the Corporate Benefits Department, UAW Local Union Benefit Representatives, a UAW International Representative of the Social Security Department, and a UAW International Representative (as needed). The Committee will meet on an as needed basis as mutually agreed to by the parties and at the direction of the Joint Benefits Committee.





**Regularly Scheduled Conference Calls/Meetings**

Regularly scheduled conference calls with the current Medical Plan Administrator (BCBS) and Payroll Administrator (ADP) will continue for the duration of this Agreement. In the event that regularly scheduled conference calls are not possible (due to vacations, holidays, shut downs, etc.), the Company or Union will provide advance notice to each other as necessary.

For Union 4-27-24

157  
  
Michael B. G.  
Freddie King  
Paul (Bob)  
Jason M. Fisher  
Danyel Anderson  
Bob Roggen

For Company

## TENTATIVE AGREEMENT

### LETTER OF UNDERSTANDING LATE CALL IN

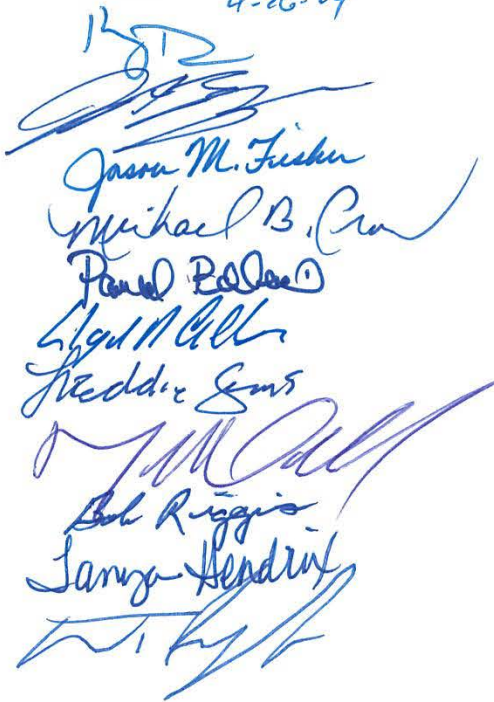
Advance notification by employees of absence from work is required in order to allow Management to make the necessary manpower adjustments. Employees that will be absent for the day are required to notify the Company via the standard call in procedure no later than ~~twenty (20)~~ **fifteen (15)** minutes prior to start of shift. Failure to call in as required at least ~~twenty (20)~~ **fifteen (15)** minutes prior to start of shift will result in discipline in accordance with the following progressive discipline standards.

- 1<sup>st</sup> Occurrence No Discipline Issued
- 2<sup>nd</sup> Occurrence No Discipline Issued
- 3<sup>rd</sup> Occurrence Written Warning
- 4<sup>th</sup> Occurrence Final Warning (in lieu of suspension)
- 5<sup>th</sup> Occurrence Termination

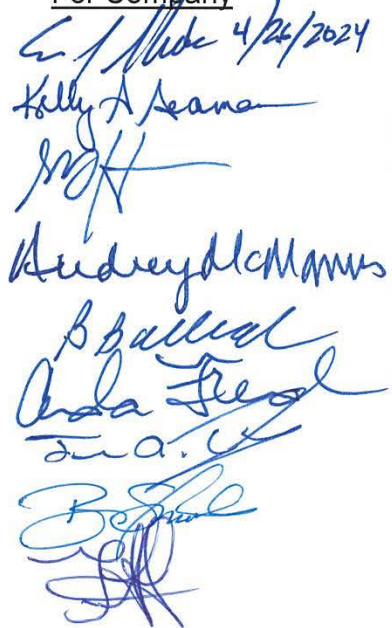
The program will be administered on a continuous twelve (12) month basis beginning on the date of the employee's first occurrence. Occurrences will be accumulated over a twelve (12) month period. On the anniversary of the date in which the Late Call In occurred, it will be subtracted from the employee's total.

For Union

4-26-24

  
Jason M. Fisher  
Michael B. Cron  
Paul Boland  
Lloyd Miller  
Keddie Gans  
Bob Riggins  
Larry Hendrix

For Company

4/26/2024  
  
Kelly A. Adams  
Audrey McManus  
Asha Fiegel  
B. Fiegel

**TENTATIVE AGREEMENT**

**LETTER OF UNDERSTANDING  
LIGHT DUTY PLACEMENT**

The Company will attempt to place employees with medical restrictions into jobs they can perform. However, in doing so, it is understood and agreed that more senior employees cannot be displaced by less senior employees.

For Union 4-15-24

*[Handwritten signature]*  
*[Handwritten signature]*  
Michael B. Ornel  
Jason M. Fisher  
Neddie Sims  
Paula Bodden  
Hyd N. Allen  
*[Handwritten signature]*  
*[Handwritten signature]*  
Bob Kiggins  
Janice Hendrix

For Company

*[Handwritten signature]* 4/10/2024  
Kelly A. Staman  
Cindy Fresh  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
Audrey McManus  
B. Bellard

## TENTATIVE AGREEMENT

### LETTER OF UNDERSTANDING NAFTA PENSION PROJECT

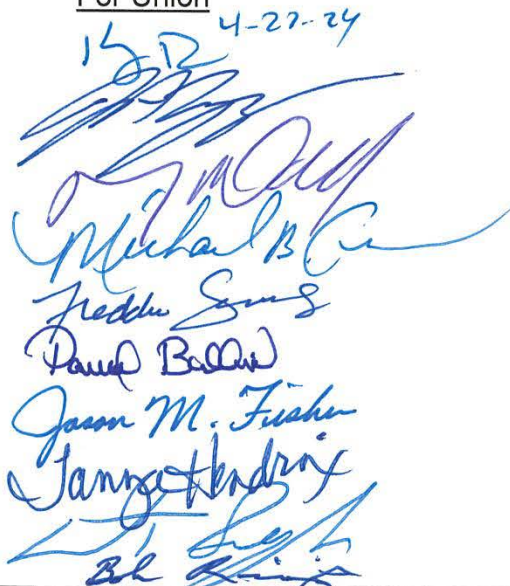
During these negotiations, the Company and the Union have discussed the impact the NAFTA Pension Project may have on employees covered under this Agreement. It is understood that the Company maintains its right and obligation to administer pension and retirement programs, subject to the requirements of Collective Bargaining Agreements. Administrative changes resulting from initiatives implemented as a result of the NAFTA Pension Project will not alter this arrangement.

The goal of the NAFTA Pension Project, as announced by the Company, is to leverage and standardize current asset management/service providers, investment consultants, record keepers, paying agents and the like currently utilized by subsidiaries of Daimler AG operating in the

NAFTA region. The Company advises that the streamlining of multiple providers and leveraging of multiple current vendors will result in lower administrative and management fees and costs.

While project work is underway for this initiative, there have been no changes made at this time that impact employees covered under this Agreement. However, during the course of this Agreement, the selection of new vendors, managers, investment options, etc. is likely to occur. As such, Daimler Trucks North America LLC is committed to providing advance notice to the Union of potential changes that may impact our current service provider or third party administrator arrangements. The Company will continue to honor all negotiated contractual commitments relative to health and retirement plan benefits, and no such changes shall adversely affect UAW represented employees, retirees, or their spouses and beneficiaries.

For Union

1523 4-22-24  
  
Michael B. C...  
Freddie S...  
David B...  
Jason M. Fisher  
Janet H...  
Al H...

For Company



## TENTATIVE AGREEMENT

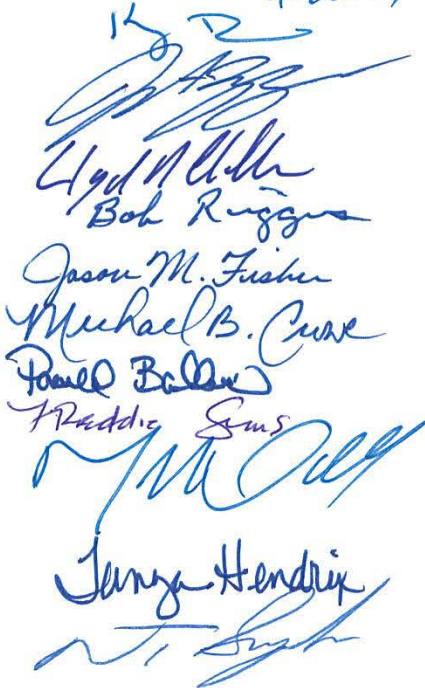
### LETTER OF UNDERSTANDING NATIONAL HEALTH CARE

As a result of the Patient Protection and Affordable Care Act and its companion legislation, Health Care Reform has been, and will continue to be, enacted to fundamentally change the delivery, coverage, access and the relationship of patients, providers and plan sponsors in the delivery of healthcare.

New considerations such as mandated benefits, state exchanges, penalties, and the potential for tax credits and coverage options may result in potential benefit changes, additional costs, or shared savings over the life of this Agreement. This new health care delivery model may require the Company and Union to investigate and implement changes in order to meet the requirements of Health Care Reform regulations.

It is agreed, with mutual consent of the Joint Benefits Committee, if Health Care Reform options become available, the medical plans contained in this Agreement may be modified to address the opportunities as they arise.

For Union 4-22-24

  
Lloyd M. Miller  
Bob Riggins  
Jason M. Fisher  
Michael B. Curre  
Daniel Ballard  
Padden Sims  
M. J. O'Connell  
Janey Hendrix  
N. T. Smith

For Company

  
Judith B. Little  
Liz Martin  
Eric Lutz  
S. G. O.  
M. J. O'Connell

# TENTATIVE AGREEMENT

## LETTER OF UNDERSTANDING NEW HIRE WAGE AND BENEFIT PROVISIONS



During the current contract negotiations, the parties discussed at great length the subject of wages and benefits for full-time new hires (individuals hired on or after April 9, 2010). As a result of these discussions, the parties agreed to the following:

- ~~Vacation entitlement~~ - As indicated in the provisions of Article 10 the maximum vacation entitlement shall be five (5) weeks; there will be no six (6) week provision for individuals hired on or after April 9, 2010.
- Retiree Health Care - Individuals hired on or after April 9, 2010 will not be eligible for medical plan benefits upon retirement.






For Union 4-27-24

  
George M. Fisher  
Middie Sims

Power Bellini

  
Michael B. Gove  
LT Gove  
Bob Riggins  
Janice Hendrix  


For Company

  
4/27/2024  
Kelly A Swanson  
  
Bob Smith  
  
Bob Smith  
  
Joe  
  
Audrey Adams  
Audrey Adams




## TENTATIVE AGREEMENT

### LETTER OF UNDERSTANDING ON-SITE MEDICAL CLINICS


The rate of escalating healthcare costs presents a significant challenge to both the Company and the UAW. One of the cost mitigation strategies being investigated is the implementation of on-site medical clinics at one or more Company locations. The feasibility, and potential scope, of implementation is currently being reviewed. The intent would be that operation of the clinics would be contracted to a third party supplier specializing in this area. Initially, we would select one pilot location, and depending on the success, consider expanding to other locations as the business case warrants.

Initially, implementation would have no impact on contracted benefits. However, depending on the success of this initiative over time, opportunities could arise which would warrant discussions between the Company and the UAW regarding integration with the contract and benefit plans. Conversely, if not successful, continuation of on-site clinics could be discontinued at any time at the sole discretion of the Company. Although no formal decision has been made, this Letter of Understanding is intended to keep the Union apprised of the Company's plans in this area.

For Union 4-22-24

1512  
  
  
Michael B. A.  
Freddie Jones  
David Beahm  
Jason M. Fisher  
Janey Hendrix  
  
Bob Riggins

For Company

  
  
Eric King  
  


**TENTATIVE AGREEMENT**

**LETTER OF UNDERSTANDING  
PRESCRIPTION DRUGS**

Mutual agreement was reached regarding the ongoing administration of the prescription drug plan.

It is agreed the JBC will consider various opportunities for improving the prescription drug plan through the evaluation of cost containment strategies that include, but are not limited to, dispensing limits, voluntary and or mandatory specialty drug options, mandatory generic and mail provisions, member-pay-the-difference, implementing step therapy to promote preferred drugs and clinical management solutions.

It is further understood that recommendations from the JBC can and will be implemented during the life of this Agreement.

For Union

4-22-24

*[Handwritten signatures for Union]*  
Lloyd N. Miller  
Bob Ruzgana  
Jason M. Fisher  
Michael B. Crane  
Pamela B. Crane  
Henderson Sims  
Janyx Hendrix  
N. T. [unclear]

For Company

*[Handwritten signatures for Company]*  
Jaelynn [unclear]  
[unclear]  
Erick [unclear]  
[unclear]  
Now



## **TENTATIVE AGREEMENT**

### **LETTER OF UNDERSTANDING REINSTATEMENT OF GRIEVANCES**

During the 2018 2024 negotiations, the parties agreed to the following:

The parties acknowledged the desirability of ensuring prompt, fair, and final resolution of employee's problems. The parties also recognized the maintenance of a stable, effective, and dependable grievance procedure is necessary to implement the foregoing principle to which both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the Grievance Procedure was established and violative of the fundamental principles of collective bargaining. However, in those instances where the International Union, UAW, by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee has reviewed the disposition was improperly affected by the Union or a Union Representative involved, the International Union may inform the Company's Human Resource Manager in writing that such grievance is reinstated in the Grievance Procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either (1) are already barred under the provisions of the Agreement at the time of the reinstatement of the grievance, (2) that relate to the period between the time of the original grievance and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior Agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Company in the grievance procedure, or in any court or before any Federal, State, or Municipal Agency. Notwithstanding the foregoing, a decision of the Arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Company and such grievances shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the Agreement, except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment of retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any decisions by the Arbitrator or other grievances.

It is understood that this provision and the parties' obligations to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days' notice in writing to the other.

It is agreed that none of the above conditions will be applicable to any grievance filed or settled prior to the effective date of the 2018 2024 contract.

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**TENTATIVE AGREEMENT**

**LETTER OF UNDERSTANDING  
REINSTATEMENT OF GRIEVANCES**

For Union

4-15-24

*[Handwritten signatures for Union]*  
Michael B. Cune  
Jason M. Fisher  
Freddie Sims  
Paul Ballie  
Lloyd N. Allen  
[Signature]  
Bob Riggins  
Lanya Andriy

For Company

4/19/2024

*[Handwritten signatures for Company]*  
Kelly A. Seaman  
Cinda Ford  
[Signature]  
[Signature]  
[Signature]  
Audrey McManus  
[Signature]

## TENTATIVE AGREEMENT

### LETTER OF UNDERSTANDING

#### TEMPORARY SUMMER HELP

The only use of temporary summer help employees in this Agreement shall be as defined below:

1. Temporary summer help employees shall only be used as summer vacation replacements. Temporary summer help employees will only be utilized when all seniority employees on layoff have been offered recall per Article 5, Section 2 (F) of the Agreement.
2. Each year the Company may hire temporary summer help employees to fill in for senior employees while on vacation during high vacation periods.
3. Temporary summer help employees will not be hired before May 1<sup>st</sup> or retained any later than September 30<sup>th</sup> unless mutually agreed upon by both parties.
4. Temporary summer help employees will be paid the current starting rate of the job they are performing.
5. Temporary summer help employees will not fill positions in departments with displaced employees before first offering the opportunity to senior employees (currently working in the plant prior to May 1<sup>st</sup>) to return to their "home" department and then backfilling by temporary summer help employees.
6. Temporary summer help employees will not be subject to shift displacement by seniority employees under Article 13.
7. The hiring of temporary summer help employees will not be subject to Article 12.
8. The maximum amount of temporary summer help employees hired for vacation replacements will not exceed the number of employees needed to fill the highest week of vacations entitlement from May to September.
9. In the event the Company determines that full time regular employment will be offered to any temporary summer help employee, such jobs will be subject to Article 12.
10. Temporary summer help employees who are hired as regular employees and subsequently complete a sixty (60) working day probationary period, will have a seniority date retroactive to the first date of their continuous employment with regard to shift preference, job posting, and layoff/recall.
11. Effective upon ratification, employees hired directly for temporary summer employment, excluding laid off employees, will not be eligible for benefits.

KD

edj

**TENTATIVE AGREEMENT**

LETTER OF UNDERSTANDING

TEMPORARY SUMMER HELP

For Union 4-9-29

Ray  
Michael B. [Signature]  
Jason M. Fisher  
[Signature]  
Lyle A. [Signature]  
Eddie [Signature]  
Janey Andrius  
Pamela [Signature]  
Bob Riggins

For Company




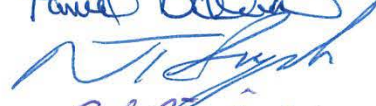
E. [Signature] 4/9/2021  
Kelly A. Seaman  
Coda [Signature]  
[Signature]  
[Signature]  
Audrey McLomus  
[Signature]  
[Signature]  
[Signature]

**TENTATIVE AGREEMENT**





**LETTER OF UNDERSTANDING  
TRUCK OPERATING SYSTEM / TOTAL PRODUCTIVE MAINTENANCE**

The Company and the Union understand the importance of the Truck Operating System (TOS) and the Total Productive Maintenance (TPM) program to improving the overall quality of our product. The parties have reviewed the mutual benefit associated with manufacturing the highest quality product at the lowest cost to ensure competitiveness in the marketplace. The parties acknowledge the importance of meeting customer demands of delivery and world class quality. It was also acknowledged that the TOS tools and TPM systems will support the achievement of these objectives.

For Union

4-9-24  
  
Michael B. Cunniff  
Jason M. Fisher  
  
  
Freddie Sims  
Larry Hendrick  
Rance Bell  
  
Bob Ruggins

For Company


4/9/2024  
  
Kelly A. Seaman  
Cinda Reed  
  
B. Brumwell  
Audrey McAlmones  
  
  


**TENTATIVE AGREEMENT**





**LETTER OF UNDERSTANDING  
UNION LEADERSHIP BUSINESS UNIT REVIEW**

In an effort to increase knowledge and awareness on critical business topics within Daimler Trucks North America and empower UAW leaders with information that supports their leadership role, the Company will hold an annual Business Unit Review meeting (scheduled by mutual agreement) sharing information on strategic and tactical business topics. Participants shall include Local Union Presidents, Shop Chairperson, and Regional or International leadership from the UAW. DTNA representatives should consist of Plant Managers, HR Managers, and appropriate executives or subject matter experts.

For Union 4-15-24

  
Michael B. Rowe  
Joseph M. Fisher  
Kedra Sims  
Paula Bellard  
Ugd V. Clarke  
M. J. O'Connell  
Bob Riggins  
Lanaya Hendrix

For Company

4/10/2024  
  
Cinda Trend  
Kelly A. Seaman  
  
P. Fullwood  
Audrey McManus  
  


## TENTATIVE AGREEMENT

### ATTACHMENT B DRUG AND ALCOHOL POLICY

#### 1. PURPOSE

This policy is intended to provide a safe and productive work environment for Daimler Trucks North America employees by the elimination of drug and alcohol presence or influence in the ~~work place~~ workplace and to ensure the opportunity for continued employment to those who have a drug or alcohol problem by voluntary participation in a treatment program.

#### 2. SUMMARY

This policy describes practices and procedures to ensure that work environments are free of the presence of illegal drugs and alcohol and that employees are capable of performing their tasks safely and efficiently without the influence of any legal or illegal drug or alcohol.

#### 3. POLICY

It is Daimler Trucks North America's policy that employees may not possess, use, manufacture, nor distribute illegal drugs or alcohol on Daimler Trucks North America's premises or be under the influence of drugs or alcohol on Daimler Trucks North America's premises.

The Company reserves the right to conduct a search of employees and their property and to require drug screening, at Management's discretion, for the purpose of enforcement of this policy.

#### 4. DEFINITIONS

- A. Illegal Drugs - Any drug that is illegal under federal, state or local law. Any legal drug which has been illegally obtained for which a valid prescription is required and lacking.
- B. Under the Influence - Behavior that adversely affects job performance, mobility, safety or speech with evidence of drug or alcohol usage. Drug or alcohol levels resulting in a positive drug screen.
- C. Positive Drug Levels - The minimum quantitative levels for tested substances will be consistent with prevailing Department of Transportation (DOT) testing protocol.
- D. Positive Alcohol Levels - The minimum quantitative level for alcohol is 40 mg/dl by blood sample or 0.04% blood-alcohol.
- E. Valid Prescription – Prescription that has been legally obtained within one (1) year as certified by Medical Review Officer.

#### 5. PRE-EMPLOYMENT TESTING

All persons to be assigned employment will be required to take a physical examination, which will include a drug-screening test. Any applicant who fails the drug screen will be disqualified from employment and may not re-apply within one (1) year.

#### 6. RESTRICTIONS ON COMPANY PREMISES

- A. Illegal Drugs - The possession, use, manufacture, or distribution of illegal drugs or alcohol on Company property is specifically prohibited and will be cause for discharge.
- B. Under the Influence - Reporting for duty or working while under the influence of any drug or alcohol (whether or not legally intoxicated) is specifically prohibited and will be cause for actions as

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defined in this policy.

- C. Positive Drug Levels - Employees who are required to take prescription drugs, which may influence performance, must report such drug usage to the medical department for determination of work capability. Failure to do so will be cause for disciplinary action.

## 7. PROCEDURES

- A. Testing - An employee will be tested for any of the following reasons **using processes and protocol consistent with prevailing Department of Transportation (DOT) protocol:**

- 1. Impairment: When the Company has reasonable cause to believe that an employee is demonstrating signs of impairment due to the influence of drugs or alcohol he/she will be taken to an offsite medical facility and/or plant medical department for diagnosis and drug/alcohol screening. Impaired employees are prohibited from driving and transportation arrangements will be made for them by the Company.

Reasonable cause shall be defined as those circumstances, based on objective evidence about the employee's conduct in the workplace, that would cause a reasonable person to believe that the employee is demonstrating signs of impairment such as difficulty in maintaining balance, slurred speech, erratic or atypical behavior, or otherwise appears unable to perform his/her job in a safe manner.

- 2. Accident: Employees who are involved in a preventable accident will be treated for the accident/injury first and may, at Management's discretion, be required to submit to drug screening **which must be initiated prior to the end of the employee's shift on the day of the accident if feasible and available.** The Union will be notified in the event a drug screening is required due to an accident. This language also applies to outside contractors in the event of an accident.

- 3. Return from medical leave after six (6) months or greater: Any employee who has been on medical leave for six (6) months or longer will be required to submit a drug screening upon return.

- B. Search - Employees may be required to empty the contents of their clothing, purses, and other containers if reasonable cause exists to believe that they are in possession of prohibited substances. Searches will be conducted in the presence of the employees Shop Committeeperson.

- C. Positive Test Results - Employees who have a positive drug/alcohol screen indicating drug or alcohol usage will be placed in the Treatment Program as provided in 8 below. Employees, who have exhausted their opportunity in 8 below, will be discharged if they test positive.

- D. Failure to Cooperate - Employees who fail to cooperate with Management's enforcement of this policy by refusing to allow a drug search, permit confiscation of suspected material, or submit to a physical examination and drug/alcohol screen will be considered insubordinate. Such insubordination will be cause for discipline up to and including discharge.

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#### 8. TREATMENT PROGRAM

One (1) opportunity for treatment will be provided to employees who have a drug or alcohol dependency or a positive drug screen. Participation in a treatment program and continued employment will be in accordance with the terms and conditions of a written Agreement provided by the Company. Such participation will be kept confidential, and employees will be excused from work or provided a medical leave of absence as required by the program.

It was also agreed that where the DTNA Drug and Alcohol Policy formally allowed for only one (1) opportunity for treatment for a drug or alcohol dependency via a "Last Chance Agreement", DTNA will provide for one (1) additional treatment opportunity for an employee under the following conditions:

1. The employee was a prior "last chance" participant who has satisfactorily completed the program and the Agreement has been terminated.
2. The employee signs and abides by a second "Last Chance Agreement" under the same conditions as the first "Last Chance Agreement."

During or following treatment, the employee should not expect any special privileges or exemptions from standard personnel practices; and

Nothing in this statement is to be interpreted as constituting any waiver of Management's responsibility to maintain discipline or the right to invoke disciplinary measures in the case of misconduct, which may result from, or be associated with the use of alcohol or drugs or personal problems. The Union may exercise its right to process grievances concerning such matters in accordance with the DTNA- UAW Agreement;

It is understood that an employee who fails to meet all of these conditions at the time a second opportunity is requested or required will not qualify for the second opportunity and employment will be terminated for violation of Company Policy.

The employee who receives a second opportunity will be given leave of absence as needed; however, only medical coverage for treatment will be provided. The Company Short-Term Disability payments will not apply.

DTNA and the United Auto Workers Union agree that if Employee Assistance Program Services fails to live up to the expectations of the parties, another provider of such services may be agreed upon by mutual agreement, provided the costs of such other provider is no greater than the current provider.

#### 9. DISCIPLINE

Any discipline provided in accordance with this policy shall be characterized as "Violation of Company Policy".

#### 10. FEDERAL CONTRACT EMPLOYEE REQUIREMENTS

In addition, employees who work for employers who are engaged in the performance of a federal contract are required, as a condition of employment, to abide by Company's prohibition against controlled substances in the workplace and must notify the Company of any criminal drug statute violation no later than five (5) days after that conviction.

BR *[Signature]*

#### 11. PRESCRIPTION MEDICATION USE

To ensure the safety and health of all employees, the following procedure provides guidelines that employees must take when issued prescription medication (defined as "controlled substances") by their physician:




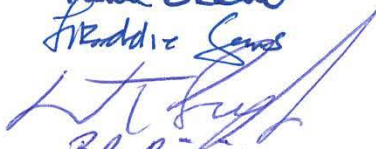
- 1) Upon issuance of a prescription medications defined as "controlled substances" by physician, the employee is required to report to the medical department prior to the start of work for review of prescribed medication.
- 2) The nurse will verify and record any medications that the employee has been prescribed.
- 3) Any medications that would prevent an employee from safely working will be discussed with the employee. The employee's physician will provide guidelines for how and when the employee can take this medication prior to and during working hours. Employees are required to provide a copy of these guidelines to the medical department and to adhere to the guidelines set forth by their physician as related to taking prescription medication prior to and during working hours.
- 4) Refer to Section 7(A)(1) for procedure when impairment is observed.
- 5) Employees observed or suspected to be under the influence or impaired, and subsequent testing indicates a positive result for a substance that is found in prescription medication will have the following actions occur based on their circumstances:
  - a. Employee has valid prescription associated with positive test result and prescription has been previously disclosed to the medical department – Employee will be directed to see their physician to determine what actions, if any, need to be taken relative to their prescription and/or medical condition. Employee will be required to complete formal EAP referral and follow all requirements set forth by EAP. Employee is required to sign off on disclosure and release form so Company representative can independently determine if requirements set forth by EAP are being followed. Failure to comply with EAP referral or refusal to sign off on disclosure and release will result in termination.
  - b. Employee claims to have a valid prescription associated with the positive test result but has not disclosed the prescription previously to the medical department – Employee will be placed on unpaid status and directed to their physician to obtain proof of prescription. Employee may be required to complete applicable paperwork so medical department can independently verify validity of the prescription.
    - i. If prescription is verified as valid, employee will be required to complete formal EAP referral and follow all requirements set forth by EAP. Employee is required to sign off on disclosure and release form so Company Representative can independently determine if requirements set forth by EAP are being followed. Failure to comply with EAP referral or refusal to sign off on disclosure and release will result in termination.
    - ii. If prescription is not verified as valid, employee will be subject to Section 8 "Treatment". Employee will be placed on a Last Chance Agreement. Employee will be required to

BR O/M






complete formal EAP referral and follow all requirements set forth by EAP. Employee is required to sign off on disclosure and release form so Company Representative can independently determine if requirements set forth by EAP are being followed. Failure to comply with EAP referral or refusal to sign off on disclosure and release will result in termination. Failure to comply with terms set forth in Last Chance Agreement or refusal to sign Last Chance Agreement will result in termination.

- c. Employee neither has a valid prescription nor claims to have a valid prescription associated with the positive test result – Employee will follow Section 11, Subsection 5b ii.
- 6) The appropriate UAW Representative will be notified of all determinations of employees being “Under the Influence.”
- 7) For the purposes of this language, the determination for being “under the influence” will be made by the Department Management utilizing the criteria listed in Section 7(A)(1) of this Attachment and validated by a second member of Management from a different department. Any determination must be validated by a non-negative result report from the drug screen.
- 8) Any disputes of impairment will be addressed within the grievance process and will be entered at Step 3.

For Union 4-23-27

  
  
James M. Fisher  
  
Michael B. Come  
James Hendrix  
Daniel Bellini  
Maddie Lewis  
  
Bob Ruggers

For Company

 4/23/27  
Kelly A. Seaman  
  
  
B. P. ...  
Audrey McManis  
  


## TENTATIVE AGREEMENT

### ATTACHMENT C BENEFIT PLANS

The following is an outline of health benefits, life insurance, 401k, Short-Term/Long-Term disability and pension benefits for UAW employees at the Cleveland Truck Manufacturing Plant, Gastonia Components and Logistics Plant, Mt. Holly Truck Manufacturing Plant, Memphis Parts Distribution Center, Atlanta Parts Distribution Center and Thomas Built Buses as agreed between Daimler Trucks North America LLC and the Bargaining Units' Representatives. Specific language for the respective plan documents is to be developed, and will reflect the content of this outline.

#### Health Benefits

The Company will continue a Health Care Plan for UAW represented employees that includes the same benefits as provided under the Daimler Trucks North America LLC Health Plan on the effective date of this Agreement. The plans will be administered by the Company for UAW employees under the conditions set forth in Attachment C.

1. New Hire Benefits will commence with the first of the month following ninety (90) days of employment.
2. Temporary Summer Employees hired from outside will not be eligible for health care benefits.
3. Layoff Benefits. Health insurance with agreed upon cost share, Company-paid Life coverage, and Accidental and Dismemberment Insurance will be continued for employees on layoff for six (6) months beyond normal expiration dates for each plan.
4. Health plan coverage will be granted for periods of disability, provided the employee remains disabled under the terms of the long-term disability plan, and during periods of Union Leave which are granted in accordance with Article 14 ~~and LOU Union Leave~~. (Cost share will be deducted from disability pay.)



#### Medical Benefits: Active Employees

1. Medical plan design changes are effective January 1, 2025.
2. Employee Cost Share for UAW employees at the Cleveland Truck Manufacturing Plant, Gastonia Components and Logistics Plant, Mt. Holly Truck Manufacturing Plant, Memphis Parts Distribution Center, Atlanta Parts Distribution Center and Thomas Built Buses amounts are effective as follows:






Attachment C - Benefit Plans ~~BR~~ AS

For Union

1512 4-27-29

  
Michael B. C.  
Freda Sme  
Paul Balow  
Jason M. Fisher  
Janice Hendrix  
  
Bob Riggie

For Company

  
Don H.  
  
Jay May  
  
Eric Young  
  
Steve  
  
Wayne

**TENTATIVE AGREEMENT**

**ATTACHMENT C  
BENEFIT PLANS**

Cost Share for Active Employees  
(Deducted from Pre-Taxed Income)

Employee Health Care Cost Share effective January 1, 2019

Single:	\$15.00 per week
Two People:	\$30.00 per week
Family (3 or more):	\$45.00 per week

Employee Health Care Cost Share effective ~~January 1, 2021~~ January 1, 2025

Single:	\$18.00 per week
Two People:	\$36.00 per week
Family (3 or more):	\$54.00 per week

The Blue Cross Blue Shield of Michigan's Tobacco Cessation Coaching Program, powered by WebMD will be added as a covered benefit to include smoking cessation products as included under program guidelines.

For Union 4-27-24

*1512*  
*[Handwritten signatures for Union]*  
Michael B. [unclear]  
Heddie [unclear]  
Pamela [unclear]  
Jason M. Fisher  
Kanya Hendrix  
*[Handwritten signature]*

For Company

*[Handwritten signatures for Company]*  
[unclear]  
[unclear]  
[unclear]  
[unclear]  
[unclear]

4/11

## TENTATIVE AGREEMENT

### ATTACHMENT C BENEFIT PLANS

#### Health Benefits

The Company will continue a Health Care Plan for UAW represented employees that includes the same benefits as provided under the Daimler Trucks North America LLC Health Plan on the effective date of this Agreement. The plans will be administered by the Company for UAW employees under the conditions set forth in Attachment C.

#### ATTACHMENT C-1 HEALTHCARE BENEFITS SUMMARY SHEET

	In-Network	Out-of-Network
<i>Employee Deductible, Co pays/Coinsurance and Dollar Maximums</i>		
Deductible - per calendar year	\$600 per individual \$1,200 per family	\$1,200 per individual \$2,400 per family
• Copays	\$30 copay \$50 copay for Urgent Care Facility \$125 copay for Medical Emergency Room	\$125 copay for Medical Emergency Room
• Percent Coinsurance	20% unless otherwise noted	30% unless otherwise noted. Where no network available, services paid at in-network level.
Out-of-Pocket Maximum - per calendar year	\$1,800 <del>\$1,600</del> per individual	\$2,400 per individual
• Percent Coinsurance <i>Includes Deductible</i>	\$3,600 <del>\$3,200</del> per family	\$4,800 per family
Lifetime Maximum	Unlimited	
<i>Preventive Services</i>		
Health Maintenance Exam - beginning age 3, one per calendar year; includes related X-rays, EKG, and lab procedures performed as part of the physical exam	Covered - 100% after \$30 copay	Not Covered
Annual Gynecological Exam - one per calendar year	Covered - 100% after \$30 copay	Covered - 75% after deductible
Pap Smear Screening - one per calendar year; laboratory services only	Covered - 100%	Covered - 75% after deductible
Mammography Screening - one per calendar year; no age restrictions	Covered - 100%	Covered - 75% after deductible
Well-Baby and Child Care - birth through age 2	Covered - 100% after \$30 copay	Not Covered
Immunizations - pediatric and adult	Covered - 100%	Covered - 75% after deductible
Prostate Specific Antigen (PSA) Screening - one per calendar year; no age restrictions	Covered - 100%	Covered - 75% after deductible
Endoscopic Exams - one per calendar year	Covered - 100%	Covered - 75% after deductible

15

Physician Office Services

Office Visits • PCP • Specialist  Includes: ■ Primary and Specialist Physicians ■ Presurgical Consultations ■ Initial visit to determine pregnancy	Covered - 100% after \$30 copay Note: Copay applies to office visit and all services performed during the visit (e.g., x-ray, lab, etc.)	Covered - 70% after deductible
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Emergency Medical Care

Hospital Emergency Room Qualified Medical Emergency & First Aid Services	\$125 Copay waived if admitted	\$125 Copay waived if admitted
Non-emergency use of the Emergency Room	Covered - 80%	Covered - 70% after deductible
Facility Based Urgent Care Centers	\$50 Copay waived if admitted	\$50 Copay waived if admitted Covered at 70% after deductible if non-emergency
Ambulance Services – medically necessary transport	Covered – 80%	Covered - 80%

Diagnostic Services - Outpatient Independent Lab or Diagnostic Facility

MRI, MRA, PET and CAT Scans and Nuclear Medicine	Covered - 100%	Covered - 70% after deductible
Laboratory and Pathology Tests	Covered - 100%	Covered - 70% after deductible
Diagnostic Tests and X-rays	Covered - 100%	Covered - 70% after deductible

Diagnostic Services - Outpatient Hospital

MRI, MRA, PET and CAT Scans and Nuclear Medicine	Covered - 100%	Covered - 70% after deductible
Laboratory and Pathology Tests	Covered - 100%	Covered - 70% after deductible
Diagnostic Tests and X-rays	Covered - 100%	Covered - 70% after deductible
Radiation Therapy	Covered - 100%	Covered - 70% after deductible

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered - 100%	Covered - 70% after deductible
Delivery and Nursery Care	Covered - 80% after deductible	Covered - 70% after deductible
Include Dependent Children	Covered - 80% after deductible	Covered - 70% after deductible

Hospital Care

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies <i>includes maternity admissions</i>	Covered - 80% after deductible	Covered - 70% after deductible
	Unlimited days	
Inpatient Consultations	Covered - 80% after deductible	Covered - 70% after deductible
Chemotherapy	Covered - 80% after deductible	Covered - 70% after deductible

Alternatives to Hospital Care

Skilled Nursing Facility	Covered - 80% after deductible	Covered - 70% after deductible
	60 75 -days per calendar year	
Hospice Care	Covered - 80% after deductible	Covered - 75% after deductible
	Unlimited	
Home Health Care	Covered 100% Unlimited visits	Covered 70% after deductible Limited to 40 visits Out of Network

Outpatient Surgical Services

Surgery – includes related surgical services	Covered - 80% after deductible	Covered - 70% after deductible
Voluntary Sterilization – excludes reversal sterilization	Covered - 80% after deductible	Covered - 70% after deductible

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered - 100% in designated facilities only	Covered - 75% after deductible
Kidney, Cornea, Bone Marrow and Skin	Covered - 100%	Covered - 70% after deductible



**Mental Health Care and Substance Abuse Treatment**

Inpatient Mental Health and Substance Abuse Care <i>Coinsurance does not contribute to out-of-pocket maximum</i>	Covered - 80% after deductible	Covered - 70% after deductible
Outpatient Mental Health Care <i>Coinsurance does not contribute to out-of-pocket maximum</i>	Covered - 100% after \$30 copay	Covered - 70% after deductible
Outpatient Substance Abuse Care <i>Coinsurance does not contribute to out-of-pocket maximum</i>	Covered - 100% after \$30 copay	Covered - 70% after deductible
<b>Autism Spectrum Disorders, Diagnoses and Treatment - Up to and including age 18.</b>  <b>Applied Behavioral Analysis (ABA) treatment when rendered by Board Certified Behavioral Analyst (BCBA).</b> <b>Pre-authorization required through BCBSM Behavioral Health Manager (New Directions) before treatment begins.</b> <b>Note: Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by an approved autism evaluation center (AAEC) prior to seeking ABA treatment</b>	Covered - 80% after deductible	Covered - 70% after deductible
Physical, Occupational and Speech Therapy	Covered - 80% after deductible	Covered - 70% after deductible
Nutritional Counseling	Covered - 80% after deductible	Covered - 70% after deductible

**Other Services**

Allergy Testing	Covered - 100% after \$30 copay	Covered - 70% after deductible
Allergy Therapy (injections)	Covered - 100% after \$30 copay	Covered - 70% after deductible
Cardiac Rehabilitation, Chiropractic Care, Outpatient Physical, Speech and Occupational Therapy	Covered - 100% after \$30 copay	Covered - 70% after deductible
	Limited to a combined maximum of 60 visits per calendar year. <b>Once a combined maximum of 60 visits is reached an additional 15 combined maximum is allowed for Cardiac Rehabilitation, Outpatient Physical, Speech and Occupational Therapy visits.</b> Physical, Speech, and Occupational Therapy services are covered only when performed in the outpatient department of the hospital, or approved freestanding facility. Physical therapy is also covered in an independent therapist's office. Out-of-network Chiropractic care not subject to deductible	
Durable Medical Equipment/Medical Supplies	Covered - 100%	Covered - 70% after deductible
Prosthetic and Orthotic Appliances *	Covered - 100%	Covered - 70% after deductible
Private duty nursing	Covered - 80% after deductible Unlimited visits	Covered - 70% after deductible Unlimited visits
* Foot orthotics will be paid at the Blue Cross usual and customary standard without step therapy. Appliances ordered under procedure code L3030 and L3020 will be covered up to \$325 every 6-3 years.		

**Hearing Care**

<b>Includes:</b>	Covered - 80% up to \$1,750 <b>\$1,900</b> every 36 months
<ul style="list-style-type: none"> <li>■ Audiometric Exam</li> <li>■ Hearing Aid</li> <li>■ Hearing Aid Acquisition Cost</li> <li>■ Dispensing Fee</li> <li>■ Ear Molds</li> </ul>	

Infertility testing performed to establish a final diagnosis of infertility will be covered at 85% of usual and customary charges.

If BlueCross BlueShield denies a claim in regards to infertility treatment, appeals will be directed to the DTNA BlueCross National Accounts liaison or Key Account Manager for resolution and/or payment.

UAW

ATTACHMENT C-1  
HEALTHCARE BENEFITS SUMMARY SHEET  
(Continued)

For Union 4-27-24

*[Handwritten signatures for Union]*  
K...  
...  
Lynn...  
Michael B. A...  
Hedda...  
Pamela...  
Jason M. Fisher  
Lance Hendrix  
Bob Ruggiero

For Company

*[Handwritten signatures for Company]*  
...  
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...  
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...

# TENTATIVE AGREEMENT

## ATTACHMENT C-1 HEALTHCARE BENEFITS SUMMARY SHEET

### Health Benefits

The Company will continue a Health Care Plan for UAW represented employees that includes the same benefits as provided under the Daimler Trucks North America LLC Health Plan on the effective date of this Agreement. The plans will be administered by the Company for UAW employees under the conditions set forth in Attachment C.

### Prescription Drugs

#### Prescription Drug Co-pays

Retail: Up to a 30 Day Supply	In Network:	Out of Network:
Generic	\$10	\$10 or 20% (whichever is greater)
Brand	\$35	\$35 or 20% (whichever is greater)
Non-Preferred	\$60	\$60 or 20% (whichever is greater)

Mail Order: 90 Day Supply	In Network:	Out of Network:
Generic	\$20	NOT COVERED
Brand	\$70	NOT COVERED
Non-Preferred	\$120	NOT COVERED

Prescription Drug (Rx) Plan includes Prior Authorization, Step Therapy and Drug Quantity management benefits to ensure employees and their dependents receive correct medications, at the appropriate time, in the right amounts under the ~~Express Scripts (ESI) Advantage Package~~ **Express Scripts (ESI) Advantage Plus Package.**

For Union 4-27-27

*[Handwritten signatures for Union]*  
Michael P. C.  
Jedde Singh  
Paul Bedard  
Jason M. Fisher  
Tanya Hendrix  
Bob Ruggio

For Company

*[Handwritten signatures for Company]*  
Liz Marx  
Liz King  
See  
W. G. J.



# TENTATIVE AGREEMENT

## ATTACHMENT C BENEFIT PLANS

### Health Benefits

The Company will continue a Health Care Plan for UAW represented employees that includes the same benefits as provided under the Daimler Trucks North America LLC Health Plan on the effective date of this Agreement. The plans will be administered by the Company for UAW employees under the conditions set forth in Attachment C.

### ATTACHMENT C-2

### DENTAL BENEFITS SUMMARY SHEET

Class I Services	
Periodic Oral Exams	Covered - 100%, twice per calendar year
Prophylaxis (Teeth Cleaning)	Covered - 100%, twice per calendar year
Periodontal Deep Cleaning	Covered - 100% up to four per calendar year - for employees or their dependents diagnosed with periodontal disease.
Bitewing X-rays	Covered - 100%, twice per calendar year
Full-mouth and Panoramic X-rays	Covered - 100%, once every 36 months
Fluoride Treatment	Covered - 100%, twice per calendar year, up to and including age 18
Space Maintainers	Covered - 100%
Palliative Emergency Treatment	Covered - 100%
Sealants	Covered - 100%, once every 36 months, prior to obtaining age 15
Pulp Test	Covered - 100%
Class II Services	
Fillings - permanent teeth	Covered - 80%
Fillings - primary teeth	Covered - 80%
Inlays, Onlays, and Gold Fillings - permanent teeth	Covered - 80%
Recementing of Inlays, Onlays, Crowns and Bridges	Covered - 80%
Root Canal Therapy	Covered - 80%
Periodontal Scaling and Planing	Covered - 80% up to 4 per year
Gingivitis treatment	Covered - 80%
Occlusal Adjustment	Covered - 80%
Periodontic Appliances or Bite guards	Covered - 80%
General Anesthesia or IV Sedation	Covered - 80%, when medically necessary and performed with oral or dental surgery
Oral Surgery including extractions	Covered - 80%
Relining or Rebasing of Partial or Dentures	Covered - 80%
Tissue Conditioning	Covered - 80%
Repairs to Existing Partial or Dentures	Covered - 80%
Class III Services	
Removable Dentures - Complete and Partial	Covered - 80%, once every 60 months
Fixed Bridges and Crowns	Covered - 80%, once every 60 months
Implants	Covered - 80%
TMJ Services - appliances & orthodontic services	Covered - 80%
Replacement of dentures and bridges on the same teeth	Covered - 80%, once every 60 months

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**Class IV Services – Orthodontic services - no age restrictions**

Habit Breaking Appliances	Covered – 80%
Minor Tooth Guidance Appliances	Covered – 80%
Interceptive orthodontic treatment	Covered – 80%
Comprehensive orthodontic treatment	Covered – 80%
Post treatment stabilization	Covered – 80%
Full-Banding Treatment	Covered – 80%
Monthly, Active Treatment Visits	Covered – 80%

**Benefit Period, Copays and Dollar Maximums**

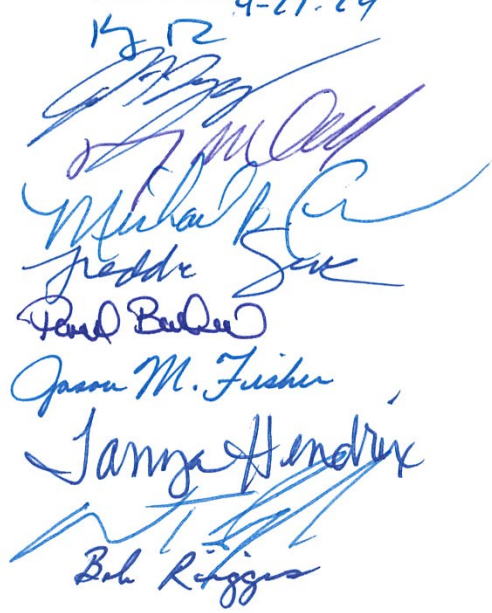
<b>Benefit Period</b>	Calendar Year
<b>Deductible</b>	\$0 Individual - Applies to Class II, III, and IV
<b>Member Coinsurance</b>	0% for class I services, 20% for class II services, 20% for class III & IV services
<b>Dollar Maximums</b>	<b>\$2,000</b> per member for covered class I, II and III services
• Annual Maximum	
• Lifetime Orthodontic Maximum	<b>\$2,400</b> per member for covered class IV services

Members may visit any dentist for their dental needs, but they will have the lowest out-of-pocket costs when they visit dentists who are part of the dental network.

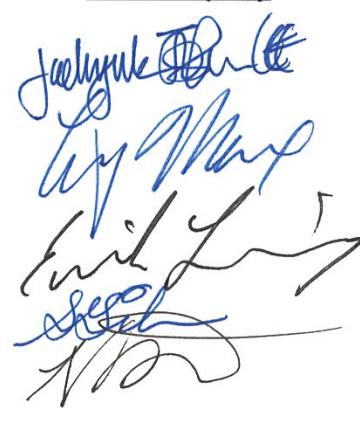
Our Dental plan includes a discounted dental network that reduces out-of-pocket costs when members use network dentists. Network dentists have signed agreements to accept a reduced, discounted network fee schedule, as payment in full for covered dental services. Members have lower out-of-pocket costs because copays are based on a discounted amount.

For Union

4-27-24


  
 K. R.
   
 [Signature]
   
 [Signature]
   
 Michael [Signature]
   
 Freddie [Signature]
   
 Paul [Signature]
   
 Jason M. Fisher
   
 Janna Hendrix
   
 [Signature]
   
 Bob [Signature]

For Company


  
 [Signature]
   
 [Signature]
   
 Eric [Signature]
   
 [Signature]
   
 [Signature]

# TENTATIVE AGREEMENT

## ATTACHMENT C-3

### VISION BENEFITS SUMMARY

#### SHEET

Vision plan design changes are effective January 1, 2025.

#### Health Benefits

The Company will continue a Health Care Plan for UAW represented employees that includes the same benefits as provided under the Daimler Trucks North America LLC Health Plan on the effective date of this Agreement. The plans will be administered by the Company for UAW employees under the conditions set forth in Attachment C.

Cover Vision care, as follows:

	In Network	Out of Network
Optometrist	Covered in Full (with \$25 \$20 copay)	Up to \$46.00 Covered in Full (with \$20 copay)
Ophthalmologist	Covered in Full (with \$25 \$20 copay)	Up to \$46.00 Covered in Full (with \$20 copay)
Single-vision Lenses	<del>\$75.00</del> Covered in Full (Every 12 Months)	<del>\$75.00</del> Out of Network Allowance up to \$30 (Every 12 Months)
Bifocal Lenses	<del>\$400.00</del> Covered in Full (Every 12 Months)	<del>\$400.00</del> Out of Network Allowance up to \$50 (Every 12 Months)
Trifocal Lenses	<del>\$425.00</del> Covered in Full (Every 12 Months)	<del>\$425.00</del> Out of Network Allowance up to \$65 (Every 12 Months)
Lenticular Lenses	<del>\$450.00</del> Covered in Full (Every 12 Months)	<del>\$450.00</del> Out of Network Allowance up to \$100 (Every 12 Months)
Contact Lens Exam (CLEX)	(\$0 CLEX EXAM Copay)	Member Pay
(All contact fitting fees will be covered at 100%)		
Frames	<del>\$75.00</del> \$150 (Every 24 Months)	<del>\$75.00</del> \$70 (Every 24 Months)
<b>Lens Enhancements</b>		
Anti-reflective coating	Covered in Full	Member Pay
Polycarbonate Adult	Covered in Full	Member Pay
Polycarbonate Children	Covered in Full	Member Pay
Progressive	Covered in Full*	Member Pay
Photochromic	Covered in Full	Member Pay
Scratch-resistant coating	Covered in Full	Member Pay
Contacts (Regular)	<del>\$245.00</del> \$260 (Every 12 Months)	<del>\$245.00</del> \$105 (Every 12 Months)
Contacts (Medically Necessary)	<del>\$250.00</del> Covered in Full	<del>\$250.00</del> \$210
Frequency:		
All except frames	Once Per Year	Once Per Year
Frames	Once Each 24 Months	Once Each 24 Months

\* Standard progressive lenses are manufactured for standardized parameters like the distance between your eyes and how the glasses sit in your face.

**Effective January 1, 2025, members are eligible for a \$300 lifetime maximum reimbursement for Lasik surgery. The employee has 12 months from the date of service to file a reimbursement request. The reimbursement program does not impact current Daimler Truck health care plans or coverage.**

**TENTATIVE AGREEMENT**

**ATTACHMENT C-3**

**VISION BENEFITS SUMMARY**

**SHEET**

**(Continued)**

For Union 4-27-27

*KJR*

*[Signature]*

*Jason M. Fisher*

*[Signature]*

*Pavel Belon*

*Michael B. Crane*

*Heddie Song*

*[Signature]*

*Jamy Hendrix*

*Bob Higgins*

For Company

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

**TENTATIVE AGREEMENT**

**ATTACHMENT C  
BENEFIT PLANS**




Effective January 1, 2025 Daimler Truck North America, LLC will provide an Infertility Reimbursement Program for UAW represented employees with a one-time, once lifetime maximum reimbursement of \$2,000.

Reimbursement will be available for the following infertility services: donor semen, donor eggs (including the participant's own eggs), and services related to their procurement and storage. Oral and injectable drugs used in the treatment of infertility. Services related to conception by artificial means including such as intrauterine insemination (IUI), in vitro fertilization (IVF), ovum transplants, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), and artificial insemination (AI). Services to reverse surgically induced infertility.


Employee's must be eligible for company health care benefits. Reimbursement request must be filed within twelve (12) months of date of service.

In the event that both an employee and spouse are employed by the company, only one reimbursement will be provided.

For Union 4-27-24

1512  
  
  
Michael P. Carr  
Freddie Gray  
Paul Ballou  
Jason M. Fisher  
Janay Hendrix  
  
Bob Riggs

For Company

Kelly A Seaman 4/27/2024  




**TENTATIVE AGREEMENT**

**ATTACHMENT C  
BENEFIT PLANS**





Health Benefits

Travel Benefit for Medical Services


Daimler Truck North America LLC provides a benefit for travel expenses for certain health care services defined by the company when those services are not available within a 100-mile radius of a member's residence. The service must be covered by the existing health plan. The travel benefit pays for approved domestic travel expenses determined by the Travel Benefit Member Guide. The travel benefit is limited to a \$10,000 Lifetime Maximum for all categories combined.

For Union

4-18-24

  
Jason M. Fisher  
Michael B. Cunn  
Freddie Sims  
Paul Bellini  
Ugall Allen  
Jany Hendrix  
  
  


For Company


TENTATIVE AGREEMENT

**ATTACHMENT C  
BENEFIT PLANS**

Paid Parental Leave (PPL)




Effective January 1, 2025, Daimler Truck North America LLC will provide two (2) weeks of Paid Parental Leave to run consecutively at the STD rate for UAW employees at the time of the PPL.

PPL is available for the birth of a child or the adoption of a child under eighteen (18) years of age. This agreement covers both birthing and non-birthing parents. If both parents are employed by Daimler Truck North America LLC under the Collective Bargaining Agreement each parent will be allotted the PPL benefit under this Agreement.





PPL should be requested thirty (30) days in advance of leave and must be taken within twelve (12) months of the birth or adoption.

For Union

4-27-24

1512  
  
  
Michael Lopez  
Freddie Jones  
Paul BoDad  
Jason M. Fisher  
Janay Hendrix  
  
Bob Krigger

For Company

  
  
Erik Jones  
  


UAW

## TENTATIVE AGREEMENT

### ATTACHMENT C BENEFIT PLANS

#### Life Insurance Benefits and Disability Plans




The Daimler Trucks North America LLC will continue to provide continued life, accident, and disability benefits to UAW represented employees that were available on the effective date of this Agreement.

- 1) Daimler Trucks North America LLC will maintain Basic (Daimler Trucks North America LLC -paid) Life Insurance, Supplemental (Employee-paid) Life Insurance and Accidental and Dismemberment Insurance Plans.
- 2) Daimler Trucks North America LLC paid life insurance will be 2 x yearly base rate plus \$10,000.
- 3) Employees will have the option to purchase additional supplemental insurance equal to Daimler Trucks North America LLC Management, **except for items stated below.**
- 4) Basic (Daimler Trucks North America LLC) Life Insurance coverage and Accidental and Dismemberment Insurance will be continued for periods of layoff for six (6) months.
- 5) Basic (Daimler Trucks North America LLC) Life Insurance coverage, Accidental and Dismemberment Insurance, Supplemental (Employee-paid) Life Insurance, Supplemental (Employee-paid) Spouse Life and Supplemental (Employee-paid) Dependent coverage will be continued for periods of Union leave, granted in accordance with Article 14. ~~and LOU Union Leave.~~
- 6) Basic (Daimler Trucks North America LLC) Life Insurance coverage, supplemental (Employee-paid) life insurance, supplemental (Employee-paid) spouse life and supplemental (Employee-paid) dependent coverage will be continued during periods of Disability with a waiver of employee premiums, provided the employee remains disabled under the terms of the long-term disability plan.
- 7) Accidental and Dismemberment Insurance coverage cannot (by insurance policy provisions) be extended for periods of disability or unpaid Union Leave.
- 8) Retiree (Company-paid) Life Insurance of a \$10,000 ~~\$10,000~~ **\$12,500** lump sum death benefit will be provided for employees **who retire after the effective date of this agreement. Employees who retired between August 26, 2006 and April 26, 2024 will maintain a \$10,000 lump sum death benefit. Employees who retired prior to August 26, 2006 will maintain a \$5,000 lump sum death benefit.** ~~retired during the 2006-10 Agreement and employees retiring after the effective date of this Agreement.~~
- 9) Business travel accident insurance will be provided to Company employees traveling on approved Union business.

105

Life Insurance Benefits and Disability Plans - Continued

For Union 4-27-27

  
  
Michael B. C.  
Freddie S.  
Paul B. B.  
Jason M. Fisher  
Janja Hendrix  
  
Bob Ruggia  
Jason M. Fisher

For Company

  
Lyn Max  
Earl L.  
  


**TENTATIVE AGREEMENT**

**ATTACHMENT C  
BENEFIT PLANS**

**Life Insurance Benefits and Disability Plans**

The Daimler Trucks North America LLC will continue to provide continued life, accident, and disability benefits to UAW represented employees that were available on the effective date of this Agreement.

3) Employees will have the option to purchase additional supplemental insurance equal to Daimler Trucks North America LLC Management, **except for items stated below.**

**10) The Company will continue to offer Employee – paid Child Life Insurance options. Effective January 1, 2025, Child Life Insurance (Employee -paid) levels will be \$10,000, \$15,000, and \$20,000. Premium rates are set by the vendor and subject to change annually.**

For Union

4-18-24

*Handwritten signatures for Union:*  
1/2/24  
[Signature]  
[Signature]  
Jan M. Fisher  
Michael B. [unclear]  
Freddie Sims  
Paul Bell  
Wendy [unclear]  
Janet Hendrix  
[Signature]  
[Signature]

For Company

*Handwritten signatures for Company:*  
Jaelyn [unclear]  
[Signature]  
Eric [unclear]  
[Signature]  
[Signature]  
Nina

**TENTATIVE AGREEMENT**

**ATTACHMENT C  
BENEFIT PLANS**

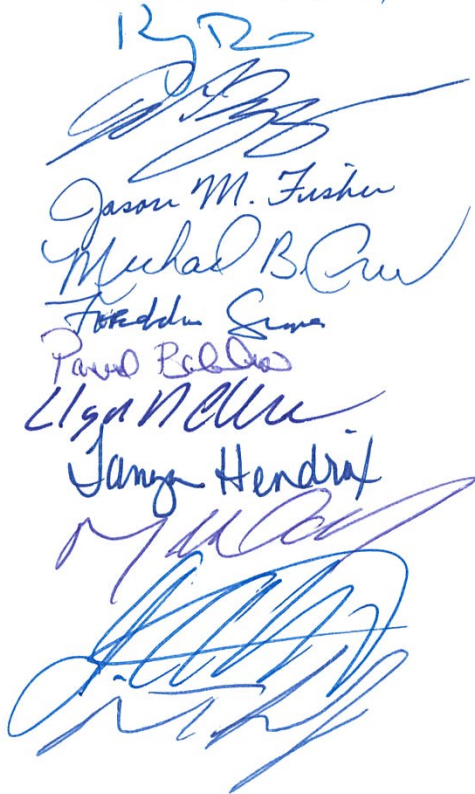
**Life Insurance Benefits and Disability Plans**

The Daimler Trucks North America LLC will continue to provide continued life, accident, and disability benefits to UAW represented employees that were available on the effective date of this Agreement.

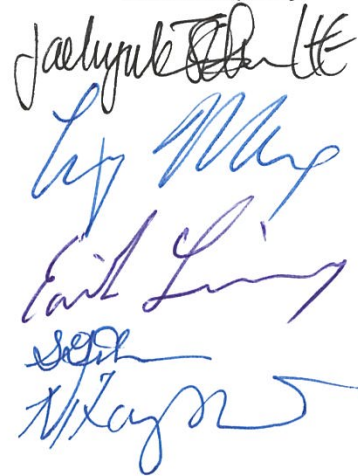
3) Employees will have the option to purchase additional supplemental insurance equal to Daimler Trucks North America LLC Management, **except for items stated below.**

**11) The Company will continue to offer the current Supplemental Spouse Life Insurance (Employee-paid) options. Effective January 1, 2025, Supplemental Spouse Life Insurance coverage ends at age 80, provided the company's vendor offers coverage. Premium rates are set by the vendor and subject to change.**

For Union 4-18-24

  
Jason M. Fisher  
Michael B. Cui  
Freddie Serna  
Paulo Roldan  
Liza N. Allen  
James Hendrix

For Company

  
Jaelyn R. [unclear]  
Liz May  
Earl Loring  
Sean [unclear]  
Wayne [unclear]

## TENTATIVE AGREEMENT

### ATTACHMENT C BENEFIT PLANS

#### Employee Retirement 401(k) Savings Plan

The Company will continue to provide the current Daimler Trucks North America LLC UAW Retirement Savings Plan (401(k) Plan) for UAW represented employees, subject to the following revisions:

1. Compensation will include all Cost-of-Living Allowances, if applicable, for purposes of Employee and Company matching contributions.
2. The loan transaction maximum will be two (2) loans at any given time.
3. A \$75.00 loan fee will be charged to an Employee for an approved and completed loan transaction from a member's account balance.
4. Increase the maximum employee pre-tax contributions to the full amount permitted under federal law.
5. The current Company contribution of four percent (4%) on six percent (6%) will be continued during the term of this Contract.
6. The Company may, at its option, establish a freestanding Plan containing all of the above agreed upon features for UAW represented employees.
7. The Daimler Trucks North America LLC UAW Retirement Savings Plan (401(k) Plan) will remain in full force and effect for the duration of the Collective Bargaining Agreement of which it is a part. Any amendments to the Plan during the term of the Collective Bargaining Agreement must be made by mutual consent of the Company and the Union.
8. Employees on layoff, approved leaves of absence or who are retired will be allowed to establish new loans, repay outstanding loans, take partial withdrawals and manage their accounts under the terms and conditions established by the 401(k) Recordkeeper.
9. Employees will be provided the options to make direct deposits, loan payments, hardship withdrawals or in-service withdrawals.
10. Employees returning from layoff and/or leave status who were previously "automatically" enrolled return to the deferral percentage rate in place prior to layoff and/or leave.
11. Effective January 1, 2025, all new hire employees who do not make an employee contribution election under the plan, will be automatically enrolled in the Daimler Truck North America LLC UAW Retirement Savings Plan (401(k) Plan) at 6% of regular pay and deposited into the 401(k) Plan. Automatic enrollment begins upon employee eligibility to participate in the 401(k) Plan.

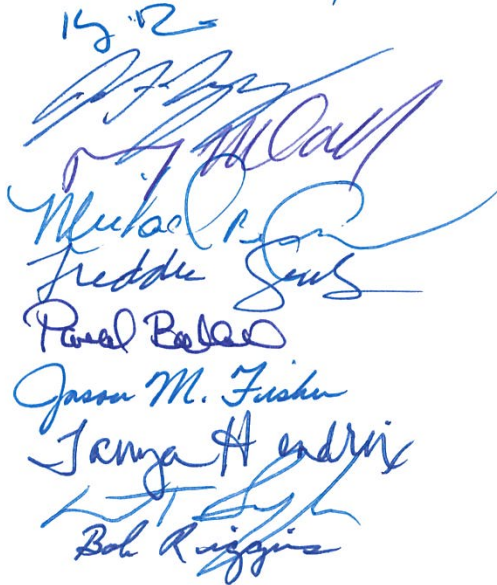
12. Effective January 1, 2025, all new hire employees who are automatically enrolled in employee regular pay deferrals will have their employee contributions escalate 1% annually to a maximum of a 9% contribution to the 401(k) Plan. Also effective January 1, 2025, employees currently in automatic escalation will adopt the final employee contribution target of 9% of regular pay. Participants have the right to opt out of automatic escalation at any time.

13. Effective January 1, 2025, all active employees on this date will be made fully vested in their employer match contributions in the 401(k) Plan. Any new hires following this one-time, 100% vesting activity will follow the vesting provisions as defined by the 401(k) Plan document.

14. The Company will provide an annual 401(k) lump sum contribution in lieu of retiree medical in an amount of \$950. To be eligible for the lump sum contribution, employees must be hired after April 9, 2010, have at least one year of service as of December 31 preceding the annual funding date and not be on long-term disability on the last day of the calendar year. Eligible employees also include those on short-term disability, military leave, or paid parental leave. Employees with at least one year of service and on layoff for less than six months or Workers Compensation for less than six months as of December 31 preceding the annual funding date will also be eligible for the lump sum. The first funding of the lump sum contribution will be completed prior to April 30, 2026 for the eligibility date of December 31, 2025. Funding will continue annually and be funded prior to April 30 for the preceding December 31 eligibility date. Employees who terminate employment subsequent to December 31, but prior to the funding date will not receive the lump sum contribution. The lump sum contribution source has a 5-year graded vesting schedule equal to the employer match contribution vesting schedule.

The Company and the Union will work jointly to implement administrative processes in accordance with the 401(k) recordkeeper procedures and system requirements.

For Union 4-27-24

1512  
  
Michael P. Jones  
Freddie Jones  
Paul Barber  
Jason M. Fisher  
Janya Hendrix  
Bob Riggins

For Company

  
Max  
Eric  
SSP  
No



## TENTATIVE AGREEMENT

### **ATTACHMENT C BENEFIT PLANS**

#### **Part I: STD Benefits**

##### **Eligibility**

Your eligibility for coverage begins on your completion of one (1) year of active employment. Employees must be actively at work on or after attaining one (1) year of seniority.

##### **Waiting Period**

The Waiting Period before Plan benefits may begin is seven (7) consecutive calendar days of medically certified absence from work, commencing with the first day of disability. Any paid time you have accrued at the time of the disability may be utilized during the waiting period. If an employee works less than eight (8) hours and qualifies for Short Term Disability, this partial workday will be considered as the first day of the seven (7) day waiting period.

There should be no interruption of the waiting period because of paid days from independently established benefits such as paid holidays. In other words, holidays should be counted toward the satisfaction of the seven (7) consecutive calendar day waiting period.

Independent benefits such as paid sick leave, PTO, holidays, vacations, jury duty pay, or any other paid days for the time not worked will not interrupt or extend the seven (7) day waiting period. Moreover, where "paid days" occur during a seven (7) day waiting period, there will be no pyramiding of independent benefits (for example, vacation pay plus paid sick leave or holiday pay plus paid sick leave).

Employees who are off on worker's compensation will have the option to supplement worker's compensation benefits with annual short-term disability paid days, if available.

##### **Eligibility Ends**

The coverage of any Covered Employee shall terminate on the occurrence of the earliest of the following events:

- You are no longer disabled
- The end of the 182 days
- When a formal layoff notice is issued, individuals who are on Short Term Disability will remain on disability in accordance with the guidelines in effect at the onset of such disability. Short Term Disability claims initiated after such notice will transition to lay off status consistent with their seniority date unless such claim was scheduled in advance of such notice or is the result of accident or onset of a critical illness.
- Termination of active employment by the Company;
- The Retirement Date, which means the date of a Covered Employee's retirement under the

Daimler Trucks North America LLC UAW Pension Plan.

**Definition of Disabled**

A Covered Employee will be considered disabled for purposes of STD benefits only if the Covered Employee is all of the following:

- Continuously disabled by sickness, injury, or pregnancy;
- Under the regular treatment of a legally licensed physician, which means a medical doctor (MD), physician's assistant (PA), chiropractor (DC), or osteopathic physician (DO) nurse practitioner (NP)
- For purposes of the plan a Healthcare Provider is defined as a person who; (i) is legally licensed to practice medicine; (ii) is not related to the employee by blood or marriage; and (iii) is providing care and treatment within the scope of his/her license. For the purpose of disability related to normal pregnancy or childbirth, a midwife, a nurse-midwife duly and acting within the scope of his/her practice is a qualified practitioner;
- For purposes of the Plan, Appropriate Care and Treatment is defined as treatment consistent in type, frequency and duration with relevant guidelines of national medical, research and healthcare coverage organizations and governmental organizations and agencies.
- There is Objective Medical Evidence to substantiate your disability.
- For purposes of the plan, Objective Medical Evidence has been met if the claimant has submitted a medical demonstration of anatomical, physiological, or psychological abnormalities manifested by signs or laboratory findings, apart from the claimant's perception of his or her mental or physical impairments. These signs are observed through medically acceptable clinical techniques such as medical history and physical examination. Laboratory findings are manifestations of anatomical, physiological, or psychological phenomena demonstrated by chemical, electrophysiological, roentgenological, or psychological tests.
- After ninety (90) days, employees being treated for a condition by a healthcare provider whose area of training or certification is not specific to the condition being treated may be required by the Claims Administrator to see a specialist for continued certification; and
- Unable to perform the duties of his or her occupation with the Company.

It is not necessary to be confined at home or in the hospital to receive benefits under the Plan. However, to continue receiving benefits you must furnish proof of your disability whenever requested by the Plan Administrator or the Claims Administrator.

You will be deemed to be under the regular treatment of a legally licensed physician if you are under treatment for alcohol or drug abuse in an inpatient residential, day treatment, or outpatient substance abuse facility approved for benefits under the Company's health plan and you furnish the Company with certification of disability provided either by the facility's physician director or by a physician consultant selected by the facility, based on information furnished by and upon the recommendation of, the therapist who is supervising your therapy. For such certification to be acceptable, the physician or physician consultant providing it must be a licensed MD or DO.

You will be deemed to be disabled for purposes of receiving STD benefits if you become confined as a registered bed patient in a legally constituted hospital for undergoing testing to determine your suitability to be a donor for an organ or tissue transplant and are otherwise eligible for such benefits.

#### **STD Benefit Formula**

A Covered Employee who becomes disabled will receive weekly STD benefit payments equal to seventy (70%) percent of wages, subject to the Benefit Offsets described in Part III below.

#### **Maximum Period Payable**

The period for which a Disabled Covered Employee may receive STD benefits under the Plan cannot exceed a Maximum Period Payable, as defined below. No benefit shall be paid for the period prior to the expiration of the waiting period or for the period after completion of the Maximum Period Payable.

The Maximum Period Payable an employee is eligible to receive STD benefits is 182 calendar days from the date of Disability.

#### **Benefits for More than One Absence/Relapse**

If you return to work after receiving STD benefits for less than 182 days, and you are then absent again within ninety (90) days after your return for the same or a related reason, the seven (7) day waiting period will not apply and you may begin receiving STD benefits beginning with the day of your absence for the remainder of the 182 days.

If a second absence results from an unrelated sickness or injury once you return to work, a new STD claim will be established with a new seven (7) day waiting period.

If there are ninety (90) day or more between two (2) periods of disability and you return to work for at least seven (7) days in that ninety (90) day period, the second period of disability will be deemed to be from a different disability unrelated to the cause of the first period of disability. In that case, a new seven (7) day waiting period will apply before you begin to receive STD benefits.

If while receiving STD benefits, you suffer from an additional disability distinct from the disability for which you originally qualified for STD benefits, the total period of STD benefits will in no case exceed 182 days from the onset of your original disability. At that time, you may transition to LTD benefits, even though your original disability may have resolved and the unrelated disability causes your transition to LTD benefits. You will not be required to apply for Social Security Disability Insurance benefits until the condition putting you onto LTD benefits has lasted at least six (6) months.




#### **Applying for STD Benefits**

Notice of sickness or injury must be given to the Claims Administrator within ~~ten (10)~~ **fifteen (15)** days of the date of the commencement of disability. You have twenty (20) calendar days to provide proof of disability once claim is submitted.


YAS

Part I: STD Benefits - Continued

For Union 4-27-24

150  
  
  
Michael B. Carr  
Hudson Sims  
Paul Balao  
Jason M. Fisher  
Gary Hendry  
  
Bob Kellogg

For Company

Kelly A. Seaman 4/27/2024  


**TENTATIVE AGREEMENT**

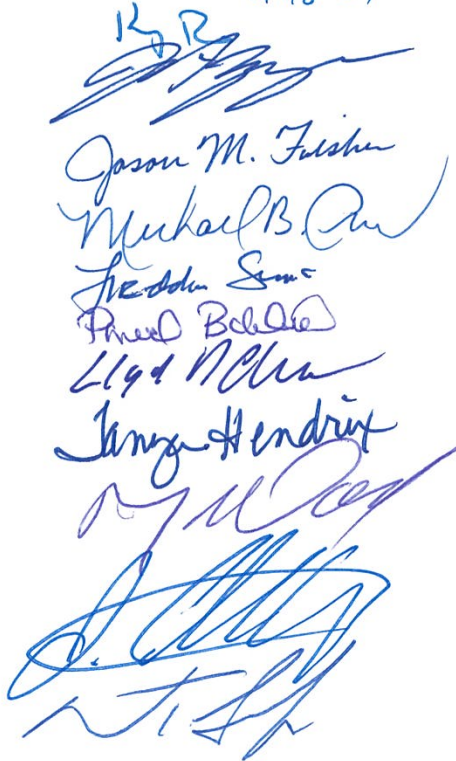
**ATTACHMENT C  
BENEFIT PLANS**

**Part I: STD Benefits**

Applying for STD Benefits

Notice of sickness or injury must be given to the Claims Administrator within ~~ten (10)~~ **fifteen (15)** days of the date of the commencement of disability. You have twenty (20) calendar days to provide proof of disability once claim is submitted.

For Union 4-18-24

  
A collection of handwritten signatures in blue ink for the Union side. The signatures are written over the typed names of the individuals listed below.

Jason M. Fisher

Michael B. Orr

Freddie Sims  
Prasad Behlke

Lloyd Nelson

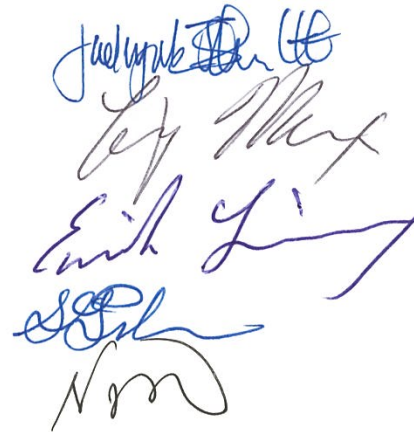
James Hendrix







For Company

  
A collection of handwritten signatures in blue ink for the Company side. The signatures are written over the typed names of the individuals listed below.

Judith D. [unclear]

Jeff Marx

Eric Ling





## TENTATIVE AGREEMENT

### ATTACHMENT C BENEFIT PLANS

#### Part II: LTD Benefits

##### Eligibility

Your eligibility for coverage begins on your completion of one (1) year of active employment. Employees must be actively at work on or after attaining one (1) year of seniority.

##### Waiting Period

The Waiting Period before LTD benefits may begin is 182 calendar days of medically certified absence from work, commencing with the approved STD start date.

##### Eligibility Ends

The coverage of any Covered Employee shall terminate on the occurrence of the earliest of the following events:

- The employee is no longer disabled;
- Termination of the employee's active employment by the Company; or
- The covered employee's retirement date.

##### Definition of Disabled

An employee will be considered disabled for purposes of LTD benefits only if the covered employee is:

- Wholly and continuously disabled by sickness or injury;
- Under the regular care and attendance of a Legally Qualified Physician, meaning a medical doctor (MD) or osteopathic physician (DO) licensed by the recognized licensing authority of the state in which he or she practices and acting within the scope of his or her license;
- There is Objective Medical Evidence to substantiate your disability.

For purposes of the Plan, Objective Medical Evidence has been met if the claimant has submitted a medical demonstration of anatomical, physiological, or psychological abnormalities manifested by signs or laboratory findings, apart from the claimant's perception of his or her mental or physical impairments. These signs are observed through medically acceptable clinical techniques such as medical history and physical examination. Laboratory findings are manifestations of anatomical, physiological or psychological phenomena demonstrated by chemical, electrophysiological, roentgenological, or psychological tests; and

- For the first ninety one (91) days from the end of the LTD waiting period, wholly and continuously

disabled as a result of any sickness or injury so as to be prevented from performing any and every duty of the covered employee's occupation, and after the end of those ninety one (91) days, wholly and continuously disabled as a result of any sickness or injury so as to be prevented from performing any and every duty of any occupation, except as provided below for Release with Restrictions.

- Your disability is certified by a Healthcare Provider.

For purposes of the plan a Healthcare Provider is defined as a person who; (i) is legally licensed to practice medicine; (ii) is not related to the employee by blood or marriage; and (iii) is providing care and treatment within the scope of his/her license. For the purpose of disability related to normal pregnancy or childbirth, a midwife, a nurse-midwife and a nurse practitioner duly license and acting within the scope of his/her practice is a qualified practitioner.

You will be deemed to be under the regular treatment of a legally licensed physician if you are under treatment for alcohol or drug abuse in an inpatient residential, day treatment, or outpatient substance abuse facility approved for benefits under the Company's health plan and you furnish the Company with certification of disability provided either by the facility's physician director or by a physician consultant selected by the facility, based on information furnished by and upon the recommendation of, the therapist who is supervising your therapy. For such certification to be acceptable, the physician or physician consultant providing it must be a licensed MD or DO.

It is not necessary to be confined at home or in the hospital to receive benefits under the Plan. However, to continue receiving benefits you must furnish proof of your disability whenever requested by the Plan Administrator or the Claims Administrator.

#### **LTD Benefit Formula**

A Covered Employee who becomes disabled will receive monthly LTD payments equal to sixty six and two-thirds (66 2/3%) percent of wages, except as provided below for Release with Restrictions and subject to the Benefit Offsets described in Part III below.

#### **Maximum Period Payable**

The period for which a disabled covered employee may receive LTD benefits under the Plan cannot exceed a Maximum Period Payable, as defined below. No such benefit shall be paid for the period prior to the expiration of the waiting period or for the period after completion of the Maximum Period Payable.

The Maximum Period Payable for LTD is the period beginning on the first day following the last day of the waiting period and ending with a date determined on the basis of your seniority (only applies to those with a date of disability under the 2010 contract; see Appendix A for DOD's prior to January 1, 2011) and your age on your date of disability, or DOD, as provided in the table below. Date of disability means the date on which you are first unable to perform the duties of your occupation due to sickness or injury. Seniority is credited in accordance with your Bargaining Agreement. Time for time in the table means a period equal to your seniority.

Seniority	Under 61 at DOD	61 to 67 at DOD	68 or Older at DOD
12 months to less than 10 years	Earliest of: time for time, your death, your retirement date, your 65th birthday, date the plan terminates	Earliest of: time for time, your death, your 70 <sup>th</sup> birthday, the 60th month following the month LTD started, your retirement date, date the plan terminates	Earliest of: time for time, your death, two years after your date of disability, your retirement date, date the plan terminates
10 or more years	Earliest of: your death, your retirement date, 65th birthday, date the plan terminates	Earliest of: your death, your 70th birthday, the 60th month following the month LTD started, your retirement date, date the plan terminates	Earliest of: your death, two years after your date of disability, your retirement date, date the plan terminates

**For Dates of Disability on or after January 1, 2011**

**Release with Restrictions**

If you qualify for LTD benefits and are subsequently found to be physically able to work, yet continue to be unable to work for the Company as a result of documented medical restrictions, your LTD benefit will be reduced to fifty (50%) percent of your wages. The reduction will take effect beginning with the month following the month of such finding. The reduced LTD benefit will continue for the remainder of your Maximum Benefit Duration, subject to the following:

- (a.) Effective in accordance with the effective dates listed in Appendix A, if you have less than ten (10) years but more than one (1) year of seniority, once you are found to be physically able to work as described above and beginning with the month following the month of such finding, the benefit amount payable will be reduced to fifty (50%) percent of pre-disability pay and will continue for a period equal to your seniority (or the normal LTD benefit end date above, if earlier) and beginning with the start date of your LTD benefits. Upon the conclusion of that period, you will have been deemed to have lost seniority and your employment will be terminated.
- (b.) If you have ten (10) or more years of seniority, beginning with the month following the month that you are found to be physically able to work, the benefit amount payable will be reduced to fifty (50%) percent of pay and will continue until the end of your LTD benefit period.
- (c.) If you are described in paragraphs (a) or (b) and you are awarded a Social Security Disability Insurance Benefit (or DIB) with an award effective date after the date when you were found physically able to work, your benefit amount payable will increase to sixty six and two-thirds (66 2/3%) percent beginning with the month after the DIB award date. The benefit will be offset by the DIB benefits as described in Part III. The length of benefits eligibility will remain as stated in paragraphs (a) and (b).



(d.) If you are described in paragraphs (a) or (b) and you are awarded DIB with an award effective date prior to the date when you were found physically able to work, the reduction in your benefit amount to fifty (50%) percent will be changed back to sixty six and two-thirds (66 2/3%) percent on the date of the original reduction. The benefit offsets described in Part III will apply. The length of benefits eligibility will remain as stated in paragraphs (a) and (b).

(e.) During periods of disability described in paragraphs (a), (b), (c), or (d), you will remain eligible for the employee benefits that you are entitled to under the terms and conditions of your labor contract.

(f.) If you have a concurrent disability during the waiting period, your LTD benefit will not be reduced due to a release with restrictions until 182 days have elapsed since the onset of the later of your subsequent disabilities, even though you may have begun receiving LTD benefits before the expiration of that 182 day period in accordance with the treatment of concurrent disabilities for purposes of STD benefits.

**Recurrent Disability**

If you cease receiving LTD benefits and, while a covered employee, suffer a recurrence of being disabled from the same or related cause or causes, the subsequent period of disability will be deemed a continuation of the prior period, unless six (6) months or more have elapsed between such periods, in which event the subsequent disability will be deemed to be a new disability subject to then- applicable benefits and a new waiting period.

In other words, if you return to work for the Company after qualifying for LTD benefits and the same or a related disability recurs within the next six (6) months, your benefits under the Plan may resume as of the first day of your reoccurring disability if you are disabled. You do not have to satisfy another waiting period.

Successive periods of disability due to unrelated causes are considered to be separate periods of disability. There is a waiting period for each disability due to unrelated causes.

**Applying for LTD Benefits**

Thirty (30) days prior to the end of the waiting period you will receive an LTD benefits application from the Claims Administrator. When you apply, you must submit written proof of your medical condition to the Claims Administrator. You and your Legally Qualified Physician will need to fully complete the application that will be sent to you by providing specific information about your medical condition, treatment and prognosis.

You will be asked to provide written proof to the Claims Administrator that you continue to be disabled.

As discussed below, you must also file an application for Social Security Disability Income benefits. You should apply for Social Security as soon as possible to allow sufficient time for your claim to be reviewed and processed. If you have any questions about applying for Social Security, contact your local SSA Office.

**Part III: Provisions Applicable to Both STD and LTD Benefits Benefit Approval Ends**

Subject to the Maximum Period Payable, your benefits under the Plan end on the earlier of the following:

- You cease to be Disabled;

- You refuse to undergo an impartial medical examination within thirty (30) days following written notice by the Claims Administrator;
- You refuse to furnish information on your treatment and care within thirty (30) days following written notice by the Claims Administrator; or
- The date you are either no longer under the regular and continuous care and treatment of a qualifying medical professional, as required by the Plan, or you refuse to follow the treatment plan recommended by a qualifying medical professional.

**Examination Requirement**

The Plan reserves the right to require you to undergo an independent examination or evaluation by a physician or vocational rehabilitation specialist chosen by the Plan as the Claims Administrator or Plan Administrator decides is necessary, both at the time a request for payment is made under the Plan and during the continuation of disability.

If the independent examiner finds that you are no longer disabled and that finding contradicts the finding of your treating physician, the matter may be referred to an Impartial Medical Examiner. Impartial medical examinations, scheduled by the Claims Administrator or Plan Administrator will not require selection of the physician by the Company and the UAW but rather will utilize an independent network for selecting the provider based on appropriate specialty and location subject to the following:

The opinion of such an examiner with respect to the existence of total disability as defined by the definitions contained herein, shall be final and binding upon the Company, the Union, the Carrier, and the employee.

Additionally, the Union and the Company agree to meet and review any claims by either party regarding findings favorable/unfavorable by a provider that appears to be biased in either direction.

The Carrier will encourage medical examiners to discuss their findings concerning a claimant's disability with the attending physician if there is a question as to the employee's ability to return to work.

A Certificate of Mailing will be obtained from the United States Postal Service whenever a notice is mailed to an employee advising such employee to report for a medical examination in accordance with the Plan. Additionally, Union Benefit Representatives will be notified of such mailings.

If you fail to undergo such an examination within thirty (30) days of the Claims Administrator's or Plan Administrator's request, the Claims Administrator or Plan Administrator shall have discretion to terminate benefits.

**Benefit Offsets**

Your STD benefits will be offset by benefits you may receive from other sources, such as:

- Any benefits from the Federal Insurance Contributions Act (Primary benefits and Dependents Social Security Disability Benefits), such as Social Security Disability Income (SSDI) benefits you or your dependents may be entitled to, including SSDI awards to your family members by virtue of your disabled status. Social Security DIB awards will not be reduced for children eighteen (18) years or older who qualify for Supplemental Social Security Income (SSI) benefits as long as they meet SSI benefits eligibility; and

*TLR*

- Benefits payable under any workers' compensation (including payment for rehabilitation and retraining institutes) or similar law.

Your LTD benefits will be offset by benefits you may receive from other sources, such as:

- Any wages, pension, or other compensation you may receive from the Company or a subsidiary or an Affiliate of the Company;
- Income from any employer or self-employment;
- Any benefits from a governmental plan paying disability benefits;
- Disability benefits received from a group life or accident insurance policy;
- Any benefits from the Occupational Disease Act or Law;
- Effective April 1, 2011, military disability pay to the extent it is payable for the same or related illness or condition that gives rise to LTD benefits under the Plan; and

In order to receive the full amount of your benefits under the Plan, you must apply for these other benefits and diligently pursue your claims. Benefits will not be offset for amounts paid under a private or individual long-term disability policy, other than a no-fault automobile insurance policy.

#### **Changes to the Benefit Offset Amounts**

Any amendments or changes in the disability insurance benefits under the Federal Insurance Contributions Act (Social Security) that result in an increase in amounts paid or payable to a Covered Employee and his or her dependents under such laws, and that become effective during any period in which benefits under the Plan are payable to a Covered Employee, will further reduce benefits under the Plan only to the extent that the total of all monthly disability benefits under the Plan and specified Social Security payable to the Covered Employee exceed one hundred (100%) percent of the Covered Employee's monthly wages in effect on the date of the disability for which such benefits become payable.

#### **Social Security Disability Benefits**

A covered employee who becomes disabled and is eligible to receive and receives STD and LTD benefits under the Plan is required to file a claim for federal disability benefits (under the Social Security Act) if the disability is expected to extend beyond the applicable waiting period under that Act (unless the employee's physician completes a statement indicating they will return to work in twelve (12) months). You will be notified by the thirty first (31<sup>st</sup>) week after you become disabled of the eligibility requirements for Social Security Disability Insurance Benefits (DIB). The Disability Plan Administrator (currently Sedgwick) makes the services of a third party vendor (Allsup) available to assist an employee, on approved disability, in applying for SSDI benefits. Employees are required to use this vendor and agree to use its electronic overpayment recovery program. Their LTD benefits will not be offset by estimated SSDI until they receive notification of approval from the Social Security Administration. The Disability Plan Administrator will refer the claim to the third party vendor (Allsup) by the thirty first (31<sup>st</sup>) week. The employee must complete and return the required authorization paperwork with the third party vendor (Allsup) by the thirty ninth (39<sup>th</sup>) week to avoid the presumed offset. This requirement will apply to employees that transition to LTD on or after the ratification date. The employee continues to be required to sign and return the reimbursement agreement by the thirty third (33<sup>rd</sup>) week to avoid the presumed offset.

*TS*

You will not be responsible for the cost of such representation (Allsup), but failure to comply with reasonable requests from the organization in a timely manner in conjunction with its representation of you will result in your LTD benefits being offset by the amount of your presumed DIB.

If you are awarded DIB with a retroactive award date, you must repay any overpayment of LTD benefits that result from the retroactive award. The amount of the overpayment will be calculated based on the actual amount of the DIB award.

Any cost-of-living increases in your Social Security benefits will not reduce your benefits under the Plan until the total of all monthly Social Security benefits and STD and LTD benefits are more than one hundred (100%) percent of your pay in effect on the date you became disabled.

It is important to note that approval of a claim by the SSA does not in and of itself qualify you for benefits under the Plan. Approval of benefits under the Plan is at the Plan Administrator's sole discretion subject to all Plan provisions in effect.

**Appendix A**

The following tables set out the Maximum Period Payable for claims approved for full disability prior to January 1, 2011, by location:

Locals 5285, 5286, 3520 — Mt. Holly, Gastonia, and Cleveland

<b>End Date if Fully Disabled</b>			
If Date of Disability (DOD) is prior to 4/19/10			
<b>Seniority</b>	<b>Under Age 61 at DOD</b>	<b>Age 61 to 67 at DOD</b>	<b>Age 68 or Older at DOD</b>
<b>12 months to less than 2 years</b>	Up to 2 months for each full month of service	Up to 2 months for each full month of service	Up to 2 months for each full month of service
<b>2 or more years</b>	Earlier of: your death, your retirement date, your 65 <sup>th</sup> birthday, the date the plan terminates	Earlier of: your death, your 70 <sup>th</sup> birthday, the 60 <sup>th</sup> month following the month LTD started, your retirement date, the date the plan terminates	Earlier of: your death, two years after your disability began, your retirement date, the date the plan terminates

<b>End Date if Fully Disabled</b>			
If Date of Disability (DOD) is on or after 4/19/10			
<b>Seniority</b>	<b>Under Age 61 at DOD</b>	<b>Age 61 to 67 at DOD</b>	<b>Age 68 or Older at DOD</b>
<b>12 months to less than 10 years</b>	Earlier of: time for time, your death, your retirement date, your 65 <sup>th</sup> birthday, the date the plan terminates	Earlier of: time for time, your death, your 70 <sup>th</sup> birthday, the 60 <sup>th</sup> month following the month LTD started, your retirement date, the date the plan terminates	Earlier of: time for time, your death, two years after your disability began, your retirement date, the date the plan terminates
<b>10 or more years</b>	Earlier of: your death, your retirement date, your 65 <sup>th</sup> birthday, the date the plan terminates	Earlier of: your death, your 70 <sup>th</sup> birthday, the 60 <sup>th</sup> month following the month LTD started, your retirement date, the date the plan terminates	Earlier of: your death, two years after your disability began, your retirement date, the date the plan terminates

*DM*

<b>End Date if Released With Restrictions That Can't be Accommodated</b>			
<b>(The replacement of the Bridge Benefit)</b>			
<b>If out on approved disability on or after 08/26/06 (Mt Holly), 4/01/07 (Gastonia), 05/04/07 (Cleveland). Those on Bridge on the referenced date were changed to fifty (50%) percent on the first of the month following that date and subject to the length provisions below.</b>			
<b>Seniority</b>	<b>Under Age 61 at DOD</b>	<b>Age 61 to 67 at DOD</b>	<b>Age 68 or Older at DOD</b>
<b>12 months to less than 10 years</b>	Earlier of: time for time, your death, your retirement date, your 65 <sup>th</sup> birthday, the date the plan terminates	Earlier of: time for time, your death, your 70 <sup>th</sup> birthday, the 60 <sup>th</sup> month following the month LTD started, your retirement date, the date the plan terminates	Earlier of: time for time, your death, two years after your disability began, your retirement date, the date the plan terminates
<b>10 or more years</b>	Earlier of: your death, your retirement date, your 65 <sup>th</sup> birthday, the date the plan terminates	Earlier of: your death, your 70 <sup>th</sup> birthday, the 60 <sup>th</sup> month following the month LTD started, your retirement date, the date the plan terminates	Earlier of: your death, two years after your disability began, your retirement date, the date the plan terminates

During periods of disability as outlined in Appendix A employees will remain eligible for the employee benefits for which they are entitled to under the terms and conditions of the Labor Contract.

The following process will be used when an employee returns to work and owes DTNA due to an overpayment on the Disability Plan. Payroll will establish the offset amount to ongoing weekly payroll based on a forty (40) hour work week after all required taxes and deductions and twenty five (25%) percent of this net pay amount would be the established weekly offset. Any deductions from active payroll or disability payments will not exceed twenty five (25%) of net pay unless mutually agreed to. The deduction would begin on the first check processed once the overpayment information is received from Sedgwick. Deductions will continue on a weekly basis until overpayment is fully recovered. If the employee prefers a larger amount collected from ongoing paychecks that can be arranged with Payroll.

Plan documents will be amended upon ratification to reflect these changes. Should unanticipated issues arise during the implementation of this Letter; the parties agree a good faith effort will be made towards a mutually satisfactory resolution.

Part II: LTD Benefits

XAS [Signature]  
m/s

For Union 4-27-29

For Company

[Signature]  
[Signature]  
Michael B. [Signature]  
[Signature]  
Paul Ballou  
Jason M. Fisher  
Janya Hendry  
[Signature]  
Bob Riggan

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

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**TENTATIVE AGREEMENT**

**ATTACHMENT C  
BENEFIT PLANS**

**Pension Benefits**

1. Daimler Trucks North America LLC will continue the existing Plan which will be administered by the Freightliner Investment Committee in accordance with the Plan and Master Retirement Trust documents. Daimler Trucks North America LLC will continue to fund the Plan on an ongoing basis as is necessary to ensure that the minimum funding requirements under federal regulations are met.
2. Daimler Trucks North America LLC will manage and administer the existing Plan. A Bargaining Unit Representative shall be entitled to participate in the dispute resolution process as described in Attachment C-4. All investment management shall remain exclusively under Daimler Trucks North America LLC's authority.
3. All Daimler Trucks North America LLC UAW employees who have retired from the following locations will be covered by the negotiated Plan since the dates listed below:
  - Mt Holly Truck Manufacturing Plant - April 16, 1990
  - Gastonia Components and Logistics Plant-January 29, 2003
  - Cleveland Truck Manufacturing Plant - March 20, 2003
  - Atlanta Parts Distribution Center - January 25, 2004
  - Memphis Parts Distribution Center - July 2, 2005
  - Thomas Built Buses - October 9, 2005
4. Daimler Trucks North America LLC and the UAW will nominate certain members to participate in a joint Daimler Trucks North America LLC/UAW Benefits Study Group, such group to be responsible to research and recommend various benefit alternatives within the existing cost structure of the Plan and be responsible for activities specified in the Labor Agreement.
5. Credited and vesting service will be granted for periods of disability, provided the employee remains disabled under the terms of the long-term disability plan, and during periods of Union Leave which are granted in accordance with Article 14 ~~and LOU Union Leave.~~




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6. Pension service credit will be computed from date of hire for all employees.
7. Employees who complete an application for retirement will be allowed to schedule and use unused vacation and/or accrued sick time, up to a maximum of ninety (90) days prior to the retirement date, subject to the terms and conditions of the Vacation, Sick Leave and Pension Plan provisions of the Labor Agreement. Alternatively, they may elect to receive a lump sum payment with their final pay check.
8. Change the eligible distribution language under the Pension Plan to eliminate distributions from the Plan in the event of layoff. In an effort to ensure employees maximize their potential pension benefits, pension distributions (or "payouts") for eligible employees will only be allowed at the time that an employee is terminated or no longer eligible for recall. This change will be effective January 1, 2019 or as soon as administratively possible.
9. An additional contingent annuity with payments continued to the contingent annuitant at 75 percent (75%) will be added to the Plan in addition to the existing contingent annuities with payments continued in full one hundred percent (100%) or at fifty percent (50%) options. The Plan will be amended accordingly.

Additionally, the default form of benefit will be changed to a contingent annuity with payments continued to the contingent annuitant at fifty percent (50%). Changes are effective January 1, 2019 or as soon as practicable in accordance with applicable law.

For Union 4-27-29

1512  
  
  
 Michael B. C.  
 Freddie S.  
 Paul Bell  
 Jason M. Fisher  
 Janya Andriy  
  
 Bob King

For Company


## TENTATIVE AGREEMENT

### ATTACHMENT C-4 DISPUTE RESOLUTION PROCEDURE-PENSION PLAN

Daimler Trucks North America LLC agrees that a Dispute Resolution Board be established, consisting of one (1) managerial employee selected by the Company and one (1) UAW member selected by the Union.

This Board shall be empowered to:

1. Receive disputed cases and appeals from individual employees, limited to questions of Pension Plan eligibility, construction of credited and/or vesting service, and benefit calculations. Such disputed cases and appeals must be submitted to the Board in writing.
2. Establish appropriate procedures for reviewing disputed cases and appeals.
3. Consider and recommend methods of communicating with and furnishing information to employees regarding the Pension Plan.
4. Resolve disputed cases in accordance with then-existing Pension Plan provisions. The Board may not alter or amend the provisions of the Pension Plan.

If the Board cannot agree on resolution, an impartial Arbitrator may be selected in accordance with the rules of the American Arbitration Association, who shall consider the case and relevant facts and resolve the dispute. The impartial Arbitrator must not alter or amend the provisions of the Pension Plan, basing the resolution solely on the then-existing provisions of the Plan and the facts presented. The decision of the Arbitrator is binding on all parties.

The fees and expenses of the Arbitrator shall be paid one-half by the Company and one-half by the Union.

No ruling or decision by the Board or the Arbitrator in one case shall create a basis for a retroactive adjustment in any other case prior to the date of written filing of each such specific claim.



The Board shall be furnished with a copy of the following documents on an annual basis:

- Form 5500;
- The Actuarial Valuation;
- The Trustee Report;
- A census report for all active UAW employees, which will show credited and vesting service, date of birth, date of hire, date vested, current wage rate, and any other indicative data that should be reasonably requested by the Union;
- A census report for all retired UAW employees which will show date of retirement, benefit option elected, monthly benefit payment amount, and any other indicative data that should be reasonably requested by the Union; and
- Any other financial plan data requested by the full Board.


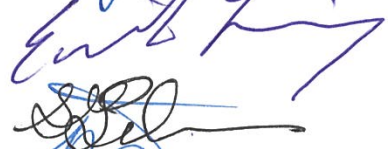

DISPUTE RESOLUTION PROCEDURE-PENSION PLAN – *Continued*

The above procedures shall apply in principle, but are subject to modification by the parties in their specifics as may be necessary for their incorporation in or coordination with Plan language and administrative procedures.

For Union 4-27-24

  
  
Michael P. [unclear]  
Freddie Sims  
Paul Bellard  
Jason M. Fisher  
Janya Hendrix  
[unclear]  
Bob Ruggio

For Company

## TENTATIVE AGREEMENT

### GENERAL, APPLIED TO ALL OF ATTACHMENT C

1. Future changes in the plans, with the exception of the following categories, will be subject to the approval of the Bargaining Unit Representative, which approval may not be unreasonably withheld or unreasonably delayed:
  - Those changes heretofore mentioned, or contained in specifically mentioned Attachments or Exhibits;
  - Legal changes which affect the benefit structure and over which Daimler Trucks North America LLC has no control;
  - Selection of insurance provider; and
  - Investment management of any trusts.
2. The new plans, or their interpretation, will not be subject to the grievance or dispute resolution procedure of any Collective Bargaining Agreement.
3. The Plans, and the changes embodied in the Plans, will be effective for the term of the Collective Bargaining Agreement.
4. The Joint Benefits Committee referenced in the Labor Contract (Letter of Understanding) will be involved as set forth in the Agreement between the parties.

The foregoing meets the common understanding of both parties.

For Union 4-27-24

*16812*  
*[Signature]*  
*[Signature]*  
*Michael B. [Signature]*  
*Freddie [Signature]*  
*Paul [Signature]*  
*Jana M. [Signature]*  
*Janya [Signature]*  
*[Signature]*  
*Bob Ruggia*

For Company

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**TENTATIVE AGREEMENT**

**Memphis**

**ARTICLE 1  
RECOGNITION**

The Company recognizes the Aamalgamated UAW Local 2406 as the exclusive representative for Warehouse employees at its distribution facility located at 5745 Challenge Drive, Memphis, Tennessee, for the purposes of collective bargaining in respect to rates of pay, wages, and hours of employment or other conditions of employment covered by this Agreement. Whenever used in the Agreement, the word "employee" shall mean any person employed in the unit as defined by the National Labor Relations Board, Case No. 26-RC-8462 in the Certification of Representative, but excluding housekeeping, boxing, and all other employees such as, but not limited to Supervisors, Professional Employees, Guards, Office Employees, employees whose duties are of a confidential nature, and any excluded employee as defined in the Labor Management Relations Acts of 1947, as amended.

For Union

*[Handwritten signatures and date]*  
3/19/24  
Daffney Oliver  
Michael B. Crowe  
Patrick Kline

For Company

*[Handwritten signatures and date]*  
3/19/2024  
Kelly A. Seaman  
Linda Shorn  
B. Bellack  
Audrey McManus  
Melody Hart  
Dorothy

Memphis

**TENTATIVE AGREEMENT**  
**Memphis**

**ARTICLE 3**  
**REPRESENTATION**

**Section 1.** The Union shall be represented in the PDC by a Chairperson and one (1) Committeeperson per shift. The Union will designate an alternate Committeeperson who will represent the Union in the absence of the regular Union Representative.

**Section 2.** No employee shall stop his their assigned work for any purpose related to thean investigation or settlement of a grievance without promptly requesting permission of his their supervisor to do so, which shall normally be granted within one (1) hour, unless it regards an immediate safety issue.

**Section 3.** Should a Union Representative wish to discuss a grievance with an employee, he they shall make his their desires known to his their Supervisor and request permission. It is understood that where the above discussions are permitted, they will be as brief as possible and the Union Representative and the employee will promptly return to their jobs.

**Section 4.** Where grievance handling occurs during regular working hours, the Union Representative will not lose pay. It is understood that the time so spent will be reasonable. The Company will grant time to handle grievances upon the request of the Union Representative. It is understood that such requests will normally be granted within one (1) hour or as soon as reasonably practicable if circumstances prevent the immediate release of a Union Representative to handle a grievance.

**Section 5.** If the Company believes that the use of representation time is being abused, a meeting will be scheduled with Representatives of the International Union, for the purpose of discussing the alleged abuse and to take appropriate action to eliminate any abuse that is found to exist.

**Section 6.** Any and all activities not related to the Grievance Procedure or other matters expressly provided for in this Agreement will be considered Union business and will not be conducted on Company premises or during employees' working hours.

**Section 7.** The Chairperson and committeepersons will maintain a DTNA email account and comply with all DTNA policies. The Chairperson will have access to the Company's time keeping systems (~~Kronos~~) to view Bargaining Unit employee time records/information and to run basic time and attendance reports which include supervisor notes. The Chairperson will have a read-only SAP account and access to Dview the warehouse management system.

Memphis



**TENTATIVE AGREEMENT**  
**Memphis**

**ARTICLE 3**  
**REPRESENTATION**

For Union

*3/22/24*  
*Patrick Rince*  
*Jeffrey Oliver*

For Company

*Kelly A Seaman 3/22/2024*  
*Sue [Signature]*  
*B [Signature]*  
*Audrey McGinnis*  
*[Signature]*  
*Melway [Signature]*

Memphis

**TENTATIVE AGREEMENT**  
**Memphis**

**ARTICLE 5**  
**SENIORITY**

**Section 1.** See Common Language

**Section 2.** Seniority shall be lost and employment terminated for any of the following reasons:

- A. Voluntary resignation;
- B. Discharge for just cause;
- C. Retirement;
- D. Three (3) working days unreported (absence without notification to the Company for three (3) consecutive working days) unless the absence is of such a serious nature that it was impossible for the employee to provide or arrange for the provision of the required notification to the Company and is substantiated by medical documentation;
- E. Absence for five (5) consecutive working days without a reasonably satisfactory excuse;
- F. Failure to report to work within three (3) working days following notification of recall from layoff. However, it is understood and agreed to by the parties that this three (3) working day rule will be automatically extended to fourteen (14) working days if the laid-off employee has taken work with another company during such period of layoff;
- G. Layoff or medical leave of absence for a continuous period of time exceeding the applicable accumulation limit. Seniority shall continue to accumulate during periods of layoff or medical leave of absence for an employee with seniority for a period equal to thirty-six (36) months.

**Section 3.** See Common Language

**Section 4.** See Common Language

**Section 5.** Notwithstanding their natural seniority, all active Union Representatives under Article III 3, Sections 1 and 2, who are involved in contract administration activities, shall be deemed to have the top seniority for purposes of layoff and recall provided they are qualified to perform available work. During periods of layoff and recall, the Chairperson of the Local Union, shall be deemed to have the top seniority in the Plant.

**Section 6.**

**Step 1.** For the purpose of establishing seniority, employees with the same hire date will be rank ordered (top to bottom) alphabetically based on the first letter of their last names. Among a group of employees with the same hire date, those with the first letter of their last names coming closest to the beginning of the alphabet will be considered to have more seniority than those with the first letter of their last names coming farther down the alphabet.

Memphis



**Step 2.** Employees who have the same hire date and same name (Last, First, and Middle Initial) will be rank ordered (top to bottom) for purpose of seniority, according to the Representative value of their Social Security number.

**Step 3.** In all instances, whether they are layoffs, recalls, promotions, transfers, or otherwise, where it has been designated that an employee's status is to be determined specifically by seniority, the above procedures will apply.

**Step 4.** In the application of this procedure, the employee's name, as of their hire date, will be used thereafter for the purpose of determining their seniority ranking.

**Section 7.** The Company agrees that when new job opportunities exist at the Memphis PDC covered by this Agreement, the Company will give first consideration for hire to those Memphis PDC employees that have lost their recall rights as a result of being laid off for a period of time longer than the seniority that they previously possessed before the Company hires new (non-former) employees.

For Union

*Michael B. Crowe* 3/20/24  
*Patrick Kince*  
*Jeffrey Oliver*

For Company

*Kelly A. Seaman* 3/20/2024  
*B. Brilled*  
*Audrey McTames*  
*M. O. Demel*

Memphis

## TENTATIVE AGREEMENT

### Memphis

#### ARTICLE 7 HOURS OF WORK

**Section 1.** The regular workweek of forty (40) hours consists of five (5) eight (8) hour days not inclusive of unpaid lunch periods. The normal workweek will be Monday through Friday.

A. The normal shift hours during times at which the PDC is operated at ~~three (3)~~ four (4) shifts will be:

First Shift (~~days~~) 6:00 am to 2:30 pm

**Mid Shift 11:00 am to 7:30 pm**

Second Shift (~~afternoons~~) 3:30 pm to 12:00 am

Third Shift (~~nights~~) 10:30 pm to 7:00 am

It is recognized and agreed mezzanine may have a different start time, up to one (1) hour later or earlier than the normal shift hours listed above.

B. The normal workweek or shift starting times may be changed by mutual agreement of the parties. It is agreed that neither party will unreasonably withhold their mutual agreement. Any issues not resolved by the local parties will immediately be referred to representatives of the International UAW and the Company's Labor Relations Staff for resolution. An employee called back to work after completing his regular work shift and after leaving the Employer's premises shall be given not less than four (4) hours work or four (4) hours of pay.

C. Any employee reporting for work as ordered shall be given a minimum of four (4) hours continuous work or four (4) hours pay. Employees shall be deemed to have been ordered to work unless notification not to report at or before the close of the previous shift worked, provided, however, in the event of a plant or department shutdown due to an occasion of national or local significance which calls for a temporary shutdown, or due to an emergency beyond the Company's control, the Company shall not be liable for wages to any employee for time lost. "Emergency" shall be defined as a situation resulting from causes such as, fire, explosion, power failure, major computer failure, or act of God.

**Section 2.** All shifts will include two (2) paid ten (10) minute breaks and one (1) unpaid thirty (30) minute lunch break. When the indoor temperature exceeds ninety-five (95) degrees, breaks will be extended to fifteen (15) minutes.

Memphis

TENTATIVE AGREEMENT

Memphis

ARTICLE 7  
HOURS OF WORK

For Union

*Mike [unclear]* 3/21/24  
Michael B. Crowe  
Patrick Kincaid  
Joseph O'Brien

For Company

Kelly A Seaman 3/21/2024  
Janet [unclear]  
B. [unclear]  
Audrey McManus  
Melody [unclear]  
[unclear]

Memphis

**TENTATIVE AGREEMENT**  
**Memphis**

**ARTICLE 8**  
**WAGE RATES AND OVERTIME**

**Section 1. Wages**

See Attachment A - WAGE SCALE

**Shift Premium:** Premium pay for time worked will be TBD\* of their regular hourly wage per hour worked ~~will be \$1.00 per hour worked~~ for mid, second and third shifts.

Employees performing work in a higher rated classification greater than four (4) hours in a shift will receive the higher rate of pay including shift premium, if applicable. Employees performing work in a lower rated classification will retain their current hourly rate of compensation including shift premium, if applicable.

**Section 2. Overtime**

Selection of employees to work overtime will be as follows:

1. Overtime work will be distributed among qualified employees in the respective departments on each shift.
2. A voluntary overtime sign-up sheet specifying the number of overtime hours available will be conspicuously posted by department where the overtime work is needed.
3. Employees who want to volunteer for available overtime must sign up on the posted sign-up sheet. Overtime will be offered to the senior qualified employees in the department by rotation who volunteer. If sufficient employees cannot be obtained using the above procedure, qualified volunteers will be solicited from within the initial classification within the shift, then within the classification, followed by any department, whenever practicable.
4. If sufficient volunteers are not acquired by the above procedure, the overtime may be made mandatory of for the necessary employees within the department, by seniority, beginning with the least senior employee. Employees will be notified by the end of their regular scheduled shift on Thursday for mandated Saturday and/or Sunday work unless an emergency situation arises. Employees will not be mandated to work such overtime if vacation, floaters, approved bereavement leave has been taken on the Friday preceding or Monday-following the mandated weekend work.
5. In the event employees from only one (1) department are working overtime more than ten (10) working days in any calendar month, volunteers from other departments will be used on a rotational basis by seniority for the remainder of the month.
6. Weekend work will be offered by classification plant-wide in rotation. Mandated weekends will be done in reverse seniority by classification.
7. The Company will equalize overtime between shifts as much as possible.
8. If overtime is going to be mandatory during the normal workweek, employees will be notified

Memphis \*Value will be updated upon signed Tentative Agreement at Common



two (2) hours before the end of their regular scheduled shift. Daily mandated overtime will be limited to no more than two (2) hours on a daily basis.

9. If the absenteeism in a department is thirty (30) percent or more on a given day, employees from another department may be mandated to work in that department.
10. If five (5) or more employees are working overtime, one (1) of those employees will be a union representative.
11. Failure to work assigned overtime will be charged against the employee's attendance record with the following exceptions:
  - a. Employees who experience an emergency which prevents them from working the scheduled overtime must provide documentation substantiating the nature of the emergency and be approved by Management.
  - b. An employee uses a paid sick day to cover the absences during the normal work week.
  - c. An employee who elects to use PTO at the beginning or the end of the regular shift. In cases of an employee using PTO at the beginning of the shift and was scheduled for early overtime said employee must call in thirty (30) minutes prior to the start of the overtime.
12. All time worked in excess of eight (8) hours per day. For time worked on the calendar Saturday if the employee has forty (40) hours of regular (REG) and contractual paid time Monday thru Friday that week. The equivalent amount of unpaid lost time that is worked on Saturday, will be paid at the normal rate before time and one-half applies. Lost time hours not available to be worked due to a temporary shutdown as determined by the Company will be counted toward the attainment of the forty (40) hours for the purpose of calculating overtime payment.
13. Employees who are scheduled to work on a Sunday shall be paid at double time the hourly rate of pay for all hours worked.
14. Employees who are scheduled to work on a holiday shall be paid at double time the hourly rate of pay for all hours worked.
15. The Company agrees to make every effort to avoid mandatory overtime in conjunction with a holiday.
16. Second shift employees scheduled for first shift Saturday will not be mandated for Friday overtime.
17. Any employee skipped or otherwise missed in the overtime distribution procedure will be offered make-up work equal to the hours worked by the employee who worked the job. In the event that more employees were skipped than worked, only the number of employees skipped who equal the number of employees who worked will be offered the make-up work. If the mistake is brought to the attention of the supervisor on the day the overtime is scheduled, prior to the end of the shift and the mistake is not corrected, the Company will pay the employees who were skipped or otherwise missed, the appropriate rate equal to the hours worked by the employees who worked the overtime.

For Union

*Michael B. [Signature]*  
4/26/24

For Company

*Jerry A. Seaman* 4/26/2024  
*Audrey McManus*  
*[Signature]*

Memphis \*Value will be updated upon signed Tentative Agreement at Common

## TENTATIVE AGREEMENT

### Memphis

#### ARTICLE 9 HOLIDAYS

**Section 1.** Recognized holidays are as follows:

New Year's Day  
Martin Luther King Jr. Birthday Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

2025

Additional five six (56) Floating Holidays\* in 2025 and increasing to seven (7) starting 2026.

For calendar years in which New Year's Day, Independence Day, Christmas Eve and/or Christmas Day fall on a Saturday or Sunday the holiday will be observed on Friday/Monday or an additional floating holiday will be provided. The schedule will be determined on an annual basis based on business conditions.

\*NOTE: Floating holidays may not be carried over between calendar years.

**Active employees that have unused floating holidays at the end of the calendar year will be paid out such balance by the fourth (4th) pay period of the following year.**

**Section 2.** Each employee covered by this contract shall receive eight (8) times the regular day shift hourly rate on the above-designated holidays. The shift differential as provided for in this contract shall be included in the amount of holiday pay to be received by employees regularly scheduled on a second, mid, or third shift at the time the holiday occurs. Employees who experience an emergency may elect to utilize a floating holiday. Upon their return to work the employee must provide documentation substantiating the nature of the emergency.

**Section 3. See Common Language** ~~To be eligible for holiday pay, the employee must work the complete last scheduled workday prior to and the complete next scheduled workday after the holiday, but an employee's failure to work on such prior or next following scheduled workday shall be excused for this purpose if due to one of the following reasons:~~

- a. Jury duty
- b. Court appearance (as subpoenaed witnesses and not as a principal in the court action).
- c. Approved Vacation
- d. Approved Military Leave
- e. Approved Bereavement Leave
- f. ~~Emergency – employees who experience an emergency which precludes them from working all~~

Memphis

or part of the day before or after a holiday must provide documentation substantiating their inability to work. This documentation is subject to Management approval.

- g. Approved Union Leave
- h. Approved Floater Day
- i. FMLA
- j. Personal day as defined under Article 24 Section 2.
- k. **Retirement date falls on the holiday.**

Active employees that have unused floating holidays at the end of the calendar year will be paid out such balance by the fourth (4th) pay period of the following year.

For Union

*John Foley 4/26/24*  
*Michael B. Cron*

For Company

*Kelly A Seaman 4/26/2024*  
*Audrey McNamara*  
*B. Bellamy*

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**TENTATIVE AGREEMENT**  
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**ARTICLE 10**  
**VACATIONS**

**Section 1.** Employees hired before July 12, 2010, will be granted vacation of:

2	Weeks After	1	Year
3	Weeks After	5	Years
4	Weeks After	15	Years
5	Weeks After	20	Years
6	Weeks After	25	Years

Employees hired on or after July 12, 2010, will be granted vacation of:

2	Weeks After	1	Year
3	Weeks After	5	Years
4	Weeks After	15	Years
5	Weeks After	20	Years

**Section 2.** See Common Language

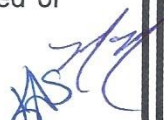
**Section 3.** See Common Language

**Section 4.** Vacation must be taken within the year following the anniversary date of employment. Employees may take up to three (3) weeks in increments of one (1) full day or one-half day at a time subject to Supervisor's approval. Said requests must be submitted no later than the end of their shift prior to the vacation day request. An employee who experiences an emergency may elect to utilize vacation. Employees who chose to utilize emergency vacation must provide documentation substantiating the nature of the emergency upon their return to work.

For purposes of scheduling vacation and floater days during the vacation posting period the maximum number of employees off in a department (less than five (5) employees will be combined with the next smallest department) during any day shall not exceed twelve percent (12%) (rounded to the nearest whole number i.e. 3.4 = 3, 3.5 = 4.) per shift. However, the week before Memorial Day through the week after Labor Day, the Company will allow an additional two percent (2%), not to exceed a total of fourteen percent (14%). Employees ~~that~~ **who** do not schedule their vacation during the posting period will continue to be allowed to use their vacation and floater days on a first come first serve basis with Management approval. **Management will update the vacation calendar each workday prior to the end of shift.**

In the case of an employee who terminates voluntarily or otherwise, is indefinitely laid off, retires, or dies, payment will be made for all accrued and/or unused vacation. In the event of an employee's death, such payment will be made to his estate. Employees terminated or

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indefinitely laid off may defer payment of the balance of their accrued vacation until their next anniversary date by making such request in writing to the Company.

Employees are encouraged to use all their vacation days made available to them during their vacation anniversary year. However, those active employees that have an unused vacation balance at the end of the anniversary vacation year shall be paid such balance by the fourth (4th<sup>th</sup>) pay period following their anniversary date.

**Section 5.** The Company may temporarily recall from layoff or hire supplemental employees to fill in for senior employees while on vacation during high vacation periods. Supplemental and/or temporarily recalled employees will not be subject to shift displacement by seniority employees under Article 13 – Transfer of Shift of this Agreement or Article 12 - Job Posting of this Agreement. The parties agree that notification requirements regarding supplemental and temporarily recalled employees will be the same as required regarding other Bargaining Unit employees per Article 4 - Notification of this Agreement. Refer to LOU Temporary Summer Help for non-seniority employees.

**Section 6.** See Common Language

**Section 7.** See Common Language

**Section 8.** November of each year will be set aside for vacation scheduling. Full weeks will be scheduled first beginning with the most senior employee followed by single days beginning with the most senior employee.

Major holidays (Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas) must be taken in full weeks. If cancelled, the entire week must be cancelled and re-posted for forty-eight (48) hours. The most senior employee who signs the posting will be awarded the week. If no employee is awarded the week during the re-posting period, the days will be single days awarded on a first come first serve basis.

For Union

*[Signature]* 3/21/24  
Michael B. Crowe  
Patrick Kince  
Jeffrey Oliver

For Company

Kelly A. Adams 3/21/2024  
*[Signature]*  
*[Signature]*  
Audrey McManus  
*[Signature]*

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**TENTATIVE AGREEMENT**  
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**ARTICLE 11**  
**LAYOFF/RECALL**

**Section 1.** In the event of a layoff a minimum of forty eight (48) hours' notice will be given to employees unless longer notice is prescribed by law. All layoffs will be conducted within affected classifications as outlined below:

- A. Temporary employees will be the first to be reduced.
- B. If it is necessary to reduce additional manpower probationary employees will be the next to be reduced.
- C. If it is necessary to reduce additional manpower, a senior employee will have the opportunity to bump into other classifications previously held. It is understood that less senior employees may be retained if more senior employees do not have the specialized skills to perform the support and/or team leader position.
- D. During periods of layoff a one (1) time opportunity will be afforded for a senior employee to displace a junior employee in a skilled classification (support). Employees so exercising this option will have twenty (20) working days to demonstrate they possess the ability to perform the job.

**Section 2.** Recall will be in the reverse order of layoff.

**Section 3.** Employees who fail to notify the Company within three (3) days of notice of recall will be considered as a voluntary quit.

**Section 4.**

- A. Employees recalled to work from layoff in excess of six (6) months or who may have been ill or injured while on that layoff will be required to satisfactorily complete a return to work physical as required by the Company. Such return to work examinations shall be consistently applied to all returning employees. It is understood that additional criteria may be required where injuries or illnesses are known to have occurred. If the employee fails such examination he shall be eligible for benefits consistent with terms and conditions as set forth in the leave of absence and/or benefit language provisions of this Agreement.
- B. Employees upon recall who fail the drug screen for illegal substance(s) and/or legal substance(s) taken without a prescription (excluding OTC medication) will result in termination **except for individuals who have a marijuana metabolites (THCA) test level of less than 100 ng/mL for screening and 30 ng/mL for confirmatory test. Those individuals will be allowed to remain on layoff and will be allowed to take another drug screen within thirty (30) calendar days. Employees who fail the second drug screen will be terminated.**

**Section 5.** Any employee refusing recall to a defined temporary assignment of a known duration will

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not forfeit their recall rights.

**Section 6.** In the event of the elimination of a department/area, the affected employee(s) to be displaced will have the right to move into other available positions, seniority permitting, that Management has posted at time of the elimination. If there are no positions posted at that time the layoff procedures outlined above will be applied.

The displacement provisions are not limited to layoff situations.

If it becomes necessary for the company to populate areas that were previously eliminated, the displaced employee(s), based on seniority, will have the right, for up to two (2) years, to accept or decline a return to the previously held position before the previously eliminated department/area is populated by other employee(s). Once an employee has declined returning to a previously held position regardless of shift, they will no longer retain any displacement rights. Employees who are involuntarily displaced will retain any scheduled days off when moved between shifts without affecting employees already scheduled off on their respective shifts.

For Union  
*[Signature]* 4/26/24  
Michael B. Crowe

For Company  
Kelly A. Araman 4/26/2024  
*[Signature]*  
Audrey McLomus

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## TENTATIVE AGREEMENT

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#### ARTICLE 12 JOB POSTING

Whenever a new job is created or a permanent vacancy occurs within the Bargaining Unit, the position will be filled in accordance with the procedure outlined below:

**Section 1.** A vacancy is an unoccupied position, which will require a replacement or addition. Notice of vacancy will be posted in the PDC, including the job classification (classifications outlined in Article ~~VII~~ 7), rate of pay, number of vacancies, job responsibilities, shift, and the date and time of the posting. The senior bidder candidate awarded the position will fill the vacancy or vacated position within the department. The name(s) of the selected employee(s) to fill the vacancy will also be posted after the job is filled. **For Grade 5 positions,** ~~the senior bidder or Section 3 candidate~~ will be awarded the posted position and will have twenty (20) working days to learn the job so they can demonstrate that they can successfully perform the job functions. **All Grade 6 and Grade 7 positions will follow the LOU Team Leader and Support Positions.**

**Section 2.** When the Employer has honored an employee's job bid, the employee will not be eligible for a shift swap for three (3) months or subsequent job change for twelve (12) months from the date that the job was awarded. The twelve (12) months restriction is waived if posting for a higher rated job. If an employee turns down a job offer or is disqualified during the twenty (20) day learning period, ~~then the next senior employee or Section 3 candidate that had~~ who applied for the opening shall be awarded the job.

**~~Section 3.~~** Joint Selection Committee

- ~~A. A joint selection committee will be utilized to fill openings for grade six (6) and grade seven (7) classifications.~~
- ~~B. The Joint Selection Committee will be comprised of an equal number of designated members, two (2) from the Company and two (2) from the Union. Each member of the Selection Committee will evaluate each candidate and score accordingly on evaluation document. The candidate with the highest score will be awarded the job. Each member of the Selection Committee will be jointly trained on the selection process before participating in the selection process.~~

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**TENTATIVE AGREEMENT**

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**ARTICLE 12  
JOB POSTING**

For Union

*M. J. H. 3/22/24*  
*Michael B. Owen*  
*Patrick Kince*  
*Jeffrey Oliver*

For Company

*Kelly A. Seaman 3/22/2024*  
*Sen...*  
*Audrey McManus*  
*Melody...*  
*Ron...*

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**TENTATIVE AGREEMENT**  
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**ARTICLE 13**  
**TRANSFER OF SHIFT**

**Section 1.** An employee with one (1) year of seniority who is capable of performing the required work may swap shifts with an employee within the same classification on a different shift subject to the following:

- A. Requests for shift preference must be made in writing.
- B. No more than two (2) shift preference transfers shall be granted to any employee in any twelve (12) month period.
- C. Employees will be moved to the shift requested no later than the third (3rd) Monday following receipt of their written request.
- D. Probationary employees and temporary employees may not be displaced.
- E. The swap must be agreed upon by both employees and with Management approval (maximum of six (6) months).
- F. A short-term swap (maximum of one (1) month) may be agreed upon if both employees and Management concur.
- G. The maximum amount of time an employee shall be on shift swap is six (6) months per calendar year. Any exceptions are subject to Union and Management approval.

**Section 2.** When it becomes necessary to adjust the number of employees from one (1) shift to another, the senior employees will have the opportunity to volunteer before the least senior employees are reassigned. All employees will be given a minimum of two (2) weeks' notice before they are transferred.

**Section 3.** When an employee is reassigned to another shift by the Company, the employee can bump lower seniority employees in the same classification on other shifts if their natural seniority allows, ultimately forcing the low seniority employee to the open shift. When there are multiple openings as a result of the reassignment on the same day the affected employees will select the open jobs by seniority.

For Union

*3/20/24*  
*[Signature]*  
Michael B. Crowe  
Patrick Kince  
Jeffrey Oliver

For Company

*3/20/2024*  
Kelly A. Seaman  
*[Signature]*  
Audrey McManus  
*[Signature]*  
M. [Signature]

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**ARTICLE 14  
LEAVE OF ABSENCE**

**Section 1. Personal Leave**

Employees may be granted personal leaves of absence, without pay, for up to ninety (90) calendar days. All earned and unused Paid Time off (including Vacation and Floating Holidays) must be used in conjunction with Personal Leaves. All leaves are subject to approval by your Supervisor and the PDC Manager.

**Section 2. Union Leave**

The Union will notify the Company in writing in the event it is necessary for employees to have a leave of absence to attend to Union business. The Union will provide such notice as far in advance as possible. Such notice will stipulate the number of employees, and the duration of such leaves. Such leaves will not be unreasonably denied. The issue was discussed at length during the 2008 negotiations and the Union agreed to use a "reasonable and justifiable" standard in requesting such leaves. Any abuse will be brought to the attention of the International for resolution.

**Section 3. See Common Language**

**Section 4. See Common Language**

**Section 5. See Common Language**

**Section 6. See Common Language**

For Union

*[Signature]* 3/22/24  
Michael B. [Signature]  
Patrick Kince  
Jeffrey Oliver

For Company

Kelly A. Seaman 3/22/2024  
Audrey McManus  
Mara [Signature]  
Melody [Signature]  
B. [Signature]  
[Signature]

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**TENTATIVE AGREEMENT**  
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**ARTICLE 16**  
**HEALTH AND SAFETY**

Section 1. There shall be a Joint Safety Strategy Committee (JSSC) consisting of one (1) member per shift either elected or appointed by the Union and one (1) member per shift of Management. The PDC Manager or designee and the Local Union Chairman shall serve as Co-chairmen of the JSSC. The JSSC shall meet once each month to:

- A. Consider and make recommendations for the correction of conditions to be unsafe, unhealthy, or unsanitary based upon plant inspections and employee observations.
- B. Assist in obtaining better employee cooperation with the enforcement of accident prevention rules.
- C. Review OSHA Form 300, Ergonomic issues, Safety Data Sheets, employee complaints, Supervisor Accident Reports, and local safety and health education programs. It is understood that the Co-Chairmen of the Safety Committee will be afforded an opportunity to participate in investigation of serious occupational injuries and illnesses in the PDC. Co-chairmen of the Safety Committee will be invited to participate in annual safety inspections.
- D. The Company and the Union agree to be equal partners to implement the Bringing Excellence to Safety Teams. The Union will be represented on each shift by the respective Shift Representative. All Union Representatives will be trained to utilize the B.E.S.T. program on each shift. All members will meet once a quarter to make recommendations and address issues related to the functioning and accountability of the B.E.S.T. program.

Section 2. The Company will provide an annual reimbursement for safety shoes ~~and insoles~~ in the amount of one hundred twenty five dollars (\$125TBD\*). Employees will provide their supervisor with a receipt indicating that the purchased shoes meet ASTM Safety requirements.

Section 3. A comprehensive health and safety audit of the facility will be conducted twice during the life of the contract by the Corporation, International Union, Local Union, and plant Management. ANSI Z10-2012 and OSHAS 18001 protocols will be used to further develop the current audit process.

**Section 1. General Safety**

**The Company shall make a significant effort to improve the safety and health of its employees by providing a workplace free from recognized hazards during the hours of their employment and will commit the necessary human and financial resources to achieve this goal in accordance with the Occupational Safety and Health Act of 1970. In addition to committed OSHA compliance, the Company shall provide industry relevant ANSI standards upon request to the UAW to further improve DTNA Safety Program standards. To further the objectives of this program, each supervisor shall ensure that monthly safety, health, ergonomic and/or jointly agreed informational meetings/trainings are conducted with employees and employee input solicited. Monthly meetings/trainings will be conducted in quiet areas such as at the Department Board or through online training applications. Rosters of the in-person meetings will be documented. Employees will be**

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encouraged to communicate health and safety concerns at any time and during the biweekly meetings. Supervisors will attempt to immediately resolve the problem. If the problem cannot be resolved immediately, the supervisor will inform the Union Shop Chairperson or designee of the issue. The employee will be informed when the problem is resolved.

## Section 2. Personal Protective Equipment

A) The protective safety equipment, which will be provided by the Company, is set forth below. All personal protective equipment provided by the Company will continue to be of safe design and construction. Employees must wear the personal protective equipment and make use of the protective devices and other safety equipment designed to protect them from injury and illness. The Joint Safety Strategy Committee (JSSC) will be responsible to review and recommend any policy changes for the use of personal protective equipment in the facility.

- 1) The Company will provide safety glasses to employees in areas where they are required to be worn.
- 2) The Company will make safety glasses readily available to visitors upon entry to the plant where they are required to be worn.
- 3) The Company will provide hearing protection that will be made available in all areas where hearing protection is required.
- 4) The Company will provide for safety shoes in the amount of \$175 per year. Employees will purchase shoes from an approved store front vendor or shoe truck vendor. The vendor will direct bill the Company for purchases. A portion of each employee's shoe allotment may be used to purchase ergonomic shoe inserts only supplied by the selected shoe truck vendor.

Personal protective equipment, including allocated shoes, that are damaged as a result of a workplace incident will be replaced at Company expense after the incident investigation determines that the equipment was not a contributing factor in the incident.

## Section 3. Injury/Examination/Inspections/Monitoring

A) Employees must report to their supervisor any injury suffered so proper treatment can be administered. Reports should be made promptly after the employee becomes aware of the work relatedness of the injury or illness. The Company shall promptly make adequate provision for first aid, hospital care, and ambulance service as on all shifts (first, second, mid, third, and weekend).

The supervisor will lead the investigation of all reported injuries; the investigation will begin immediately and be completed within twenty-four (24) hours, based on available

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facts. If determined that the serious injury was caused by an equipment malfunction, the investigation will be completed prior to another employee being assigned to that machine but no later than twenty-four (24) hours. Notification will be provided to the Union Shop Chairperson or designee prior to release of the equipment that has been involved in an accident incident.

Upon notification of an accident / incident the supervisor will ensure that if there are any injuries that medical attention is provided immediately. As soon as possible the Company will notify the Union Shop Chairperson or designee. The Union Shop Chairperson or designee will be afforded the opportunity to participate in investigations.

- B) The joint parties agree on the importance of reporting, investigating, evaluating, and determining corrective actions for "Near Miss" incidents which occur in the workplace. In order to proactively correct potential hazards, near miss reporting is encouraged and required. Workers will not be subject to progressive disciplinary measures provided there is no willful breach of safety policies discovered after a joint review of the near miss incident is conducted. The Company will instruct Management and employees at each facility on the importance of reporting "Near Miss" incidents.

Near misses will be entered into Bringing Excellence to Safety Team (B.E.S.T.) with corrective action plans and due dates. In addition, a communication in the form of an awareness topic to encourage employees to immediately report near misses to their supervisor will be distributed across all locations. Any issues arising from this document will be resolved between the joint parties at the appropriate level.

- C) Any employee who has two (2) preventable lift accidents within a rolling three (3) month period will have their lift certification revoked for three (3) months. At the end of the three (3) month revocation period, the employee will be required to repeat the classroom portion of forklift training and recertify. Employees will be assigned to a job which does not require operating mobile equipment, examples include: packing, prepack, etc. (placement to be determined by PDC Manager and Shop Chairperson).
- D) The Company agrees to notify the Union Shop Chairperson or designee in advance, or upon the Company's knowledge of health and safety inspections by OSHA, insurance loss control, environmental inspections, boiler inspectors, city, county and state inspections related to health and safety, licensed health and safety inspectors and any health and safety consultants retained by the Company. The Union Shop Chairperson or designee will be afforded an opportunity to accompany such officials or consultants and provide any pertinent information to them. Upon request, the Company will provide a copy of such reports, including those of insurance inspectors, to the Union Shop Chairperson regarding violations of applicable local, state, or federal codes or standards.

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#### Section 4. B.E.S.T. Program

The Bringing Excellence to Safety Teams (B.E.S.T.) program has been launched and agreed to by both parties as a method to implement the hierarchy of controls to manage health and safety related programs and activities.

The B.E.S.T. program will be a tool for bringing safety concerns to the attention of Management and the UAW. This program will be used to track any safety issues brought up by Management or represented team members through to the satisfactory completion of both parties. Overall implementation of the B.E.S.T. program is designed to complement provisions associated with health and safety in this Article and the parties are committed to integrated management of the program. The B.E.S.T. program will not supersede provisions of this Agreement.

#### A) Joint Safety Strategy Committee (JSSC)

There shall be a Joint Safety Strategy Committee (JSSC) consisting of one (1) member per shift either elected or appointed by the Union and one (1) member per shift of Management. The PDC Manager or designee and the Local Union Chairman shall serve as Co-chairmen of the JSSC. The JSSC shall meet once each month to:

- 1) Consider and make recommendations for the correction of conditions to be unsafe, unhealthy, or unsanitary based upon plant inspections and employee observations.
- 2) Assist in obtaining better employee cooperation with the enforcement of accident prevention rules.
- 3) Review OSHA Form 300, Ergonomic issues, Safety Data Sheets, employee complaints, Supervisor Accident Reports, and local safety and health education programs. It is understood that the Co-Chairmen of the Safety Committee will be afforded an opportunity to participate in investigation of serious occupational injuries and illnesses in the PDC. Co-Chairmen of the Safety Committee will be invited to participate in annual safety inspections.
- 4) The Company and the Union agree to be equal partners to implement the Bringing Excellence to Safety Teams. The Union will be represented on each shift by the respective Shift Representative. All Union Representatives will be trained to utilize the B.E.S.T. program on each shift. All members will meet once a quarter to make recommendations and address issues related to the functioning and accountability of the B.E.S.T. program.
- 5) Minutes of the JSSC meetings shall be taken by a designee. Copies shall be made available to the JSSC members. Minutes will be approved by the Co-chairs at the end of the meeting.

The EHS Coordinator and the Strategic Supervisor will be approved to attend one (1) external health and safety training sessions every other year.

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Any employee traveling will be required to follow DTNA policy for submitting post-trip expense reports. The Company will cover expenses associated with the internal, regional, and national training sessions.

#### Section 5. Ergonomics Program

It is the Company and Union's objective to maintain an effective ergonomics program, appropriate to each facility, to control occupationally related Musculoskeletal Disorders (MSD). The Company and Union both recognize their responsibilities to support the Ergonomics Program by providing the necessary resources and leadership through the JSSC. The Company will have a documented ergonomics program using the "DTNA Ergonomic Design Guidelines for Control of Musculoskeletal Loads" as a guideline.

##### A) Job Evaluation

Ergonomic analyses shall be conducted by the location Strategic Supervisor, EHS Coordinator and/or Union Shop Chairperson or designee. Ergonomic improvements made as a result of these analyses shall be incorporated into standard work documents.

##### B) Job Improvements

1) Engineering controls (job redesign) will be implemented as the preferred method to control ergonomic risk factors. When engineering controls are not feasible, the Hierarchy of Controls will be followed in eliminating or reducing ergonomic risk factors. Employees performing the jobs will have direct input into the redesign of their workstation using the Standard Work process.

##### C) Training

- 1) The Strategic Supervisor, EHS Coordinator and Union Shop Chairperson or designee will have initial internal Practical Ergonomics Training (PET).
- 2) An Ergonomics Awareness Training Program will be developed for all facility employees. This awareness training will be conducted annually and during new/recall employee orientation.

#### Section 6. Miscellaneous

##### A) Occupational Health

- 1) Plant Ventilation Systems, Heat Stress

The Company recognizes the importance of ventilation systems to maintain a comfortable and safe environment, control air contaminants and reduce the risk of fires and explosions. Preventive maintenance programs will be implemented and

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maintained to ensure that plant ventilation systems operate properly. The Company will perform a ventilation study on new equipment and mutually agree to establish baseline performance requirements.

The Company is committed to effectively controlling ambient temperature within the DTNA facilities during periods of high or low temperature conditions. The parties agree to identify economically feasible ways to improve air movement through the locations to address employee exposure to high or low temperature conditions.

The company will follow the established DTNA Occupational Safety and Health Environmental Heat Stress Policy. The Company will supply ample hydration stations, drinking fountains, and electrolyte drinks as well as any other heat relief items that protect exposed workers during periods of excessive heat conditions in affected work areas.

## B) Safety Processes & Procedures

### 1) Review of New Equipment and Rearrangements

New equipment (including used equipment from other facilities) and rearrangements will be reviewed and signed-off by the Safety Strategic Supervisor and the EHS Coordinator prior to being placed into operation.

### 2) Outside Contractor Safety Program

The Company will maintain an Outside Contractor Safety Program. Outside Contractors will be required to comply with all Federal, State, and Municipal Health and Safety regulations as well as company health and safety policies and procedures. The Company will notify the EHS Coordinator, in advance, of contractors working in the plant and a job site safety plan will be developed and reviewed prior to commencement of on-site work. Where construction or maintenance work requires that contractor employees work in proximity to DTNA-UAW employees, additional precautions will be taken to minimize any adverse safety or health concerns. Management and the EHS Coordinator will conduct periodic inspections and monitor the work of outside contractors so they may correct any safety related violations immediately. Contractors who violate health and safety regulations and standards will be advised and will be expected to implement corrective action or be required to leave the facility.

### 3) Plant Emergency Response Drill

The parties agreed to regular trials of an Emergency Evacuation Plan and Severe Weather Plan. It was further agreed that an Emergency Evacuation Drill or Severe Weather Drill will be conducted on each shift if production employees are assigned to the shift. The drills will be conducted on an annual basis. These planned and pre-announced drills will be to familiarize employees with the emergency warning

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system, evacuation routes, and assembly areas. Future drills will be conducted as deemed necessary by the JSSC. The Plant Emergency Evacuation Routes will be periodically updated to reflect changes in the plant. A written Plant Emergency Response Plan will be maintained with up-to-date contact information that includes responsible plant personnel as well as local municipal emergency response agencies.

#### 4) Audits

A comprehensive Health and Safety audit of the facility will be conducted every other year by the Corporation, International Union, Local Union, and Plant Management and ANSI Z10-2019 protocols will be used to further develop the current audit process.

#### 5) Liability

The International Union, Local Union, the JSSC and Union officials, employees and agents shall not be liable for any work connected injuries, disabilities, diseases, deaths, or loss resulting there from which may be incurred by employees of the Company or by third parties while on Company property. This is not intended to, and does not increase the Company's liability in such cases beyond its normal exposure, if any (i.e., worker's compensation).

#### 6) Health and Safety Training

##### A) General Population

The parties agree that health and safety training is an essential part of an effective safety program. All health and safety training curriculum will be approved by the Strategic Supervisor and the EHS Coordinator prior to being delivered to employees. The training must meet all applicable OSHA training requirements and all DTNA guidelines.

#### C) Worker Protections

##### 1) Lockout

The Company and the Union jointly recognize the importance of the Lockout program, and every effort will be made to ensure the safety of all employees. It is the policy of DTNA and endorsed by the UAW that Lockout is required where

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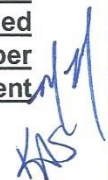
employees may be exposed to hazardous energy which could cause serious injury or fatalities. Therefore, the company agrees to the following:

- A) Proper utilization of energy isolating devices during servicing and maintenance of machines and equipment in which the unexpected energization or start-up of the machines or equipment, or release of stored energy could cause injury to employees.
- B) Maintaining placards containing machine specific lockout procedures, listing equipment needed and verification methods on all machinery and equipment with multiple energy sources in the plant. The Company will utilize a third party or internal process at all plants to generate a common lockout placard for new machines and equipment. This will also be used to update existing placards into the common placard template whenever machinery and/or equipment is modified.
- C) All plants will be required to conduct an annual review of lockout placards. Records of this annual review will be tracked to ensure appropriate compliance.
- D) Ensure that all types of energy isolating devices and the proper number of devices needed to perform complete lockout procedures are always on hand in the plant.
- E) Ensure that authorized and affected employees per OSHA standard are trained in lockout and authorized employees are provided the necessary types and number of devices to safely perform lockout procedures.
- F) Whenever replacement or major repair, renovation or modification of a machine or equipment is performed, and whenever new machines or equipment are installed, energy isolating devices for such machine or equipment shall be designed to accept a lockout device.

## 2) Fall Prevention Program

The Company will maintain a Fall Prevention Program that meets all elements of the most current version of the ANSI Z359 Fall Protection Code. The EHS Coordinator will survey employees to identify tasks that involve work at heights greater than four (4) feet within one (1) year of the effective date of the Agreement. Each task will be documented, prioritized, and evaluated to determine feasible engineering controls. Fall protection equipment including engineering approved, certified anchorage points where required, will be made available only when engineering controls are not appropriate to prevent falls. The Company agrees to maintain all equipment in safe working order and replace equipment found to be defective. Appropriate fall prevention equipment that meets ASTM F887-20 will be provided for applicable skilled trades. Appropriate employees will be trained in the proper use of fall protection equipment per the OSHA standard. Fall protection equipment

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will be made available, properly stored, maintained, and inspected per OSHA requirements. Appropriate refresher training will be provided on an annual basis for all applicable employees. The Company will make readily available fall protection equipment to the employees who are required to use such equipment.

In the event of an emergency rescue from heights related to man-up equipment, Selected employees will be trained to immediately rescue a fellow employee either with the use of the emergency descent valve on the piece of equipment being utilized or other equipment such as aerial work platforms or order picker vehicles depending upon the location, situation, and safe methods. Additionally, to avoid prolonged post fall suspension trauma, an emergency call will be placed to the nearest local municipal fire and rescue agency immediately to request assistance in performing the rescue where needed.

### 3) Refusal of Hazardous Work

The Company recognizes that all employees have the opportunity to exercise their right to refuse to do unsafe work under the protection of OSHA Standard 1977.12. Therefore, a worker, who has a reasonable belief that their work assignment may result in a physical injury, including illness, should immediately discuss the safety aspects of the work assignment with their supervisor. Failing resolution, the issue will be brought to the District Union Representative immediately. Should technical consultation be requested by the supervisor or the District Union Representative, the EHS Coordinator and Company Safety Engineer will be notified before further action is taken.

## D. Powered Industrial Vehicle & Material Handling

1) The company and union understand the need to evaluate and replace damaged or worn forklift and PIV equipment . The Company will develop/maintain a replacement strategy to ensure PIV's are in safe working condition.

2) The company agrees to maintain fixed floor markings designating both pedestrian and equipment aisles.

3) The company agrees to maintain and utilize dock locks for all docks. In the event the dock locks are not functioning, or no dock lock exists, the company agrees to use wheel chocks to prevent unintended trailer movement.

4) The Company agrees to follow material handling, stacking and storage best practices. Material storage racks both inside and outside of each facility will be inspected and properly maintained on a regularly scheduled basis. Stored materials must not create a hazard for employees. The company will provide training on proper material handling to prevent creating hazards when storing material.

5) A documented trailer safety inspection process will be developed and implemented to ensure all trailers are free from damage and safe to load or unload with powered industrial equipment. Damaged trailers are to be identified, tagged,

Memphis



and removed from service. Employees will be trained to inspect the condition of the floor, side walls, ceiling, understructure, landing gear, etc. for damage prior to crossing the threshold of a trailer with a PIV. In the event that a docked trailer landing gear is compromised, jack stands will be provided and utilized to stabilize the trailer.

6) The company agrees to expedite repairs of all damaged concrete and asphalt surfaces.

7) Roof leaks will continue to be addressed in a timely manner. Employees will not be required to work in areas where roof leaks are compromising their safety.

For Union

*Yak... 4/24/26  
Michael B. Com*

For Company

*Kelly A. Seaman 4/26/2024  
Audrey McManus  
B. Billum*

Memphis

TENTATIVE AGREEMENT  
Memphis

ARTICLE 19  
SUBCONTRACTING

It is not the intent of the Employer to subcontract work customarily performed by the Employer at the Memphis PDC with its own employees which would directly result in a reduction in force. It should be understood that in some instances subcontracting involves considerations of schedules and/or economic factors that will compel Management to subcontract some functions. On the other hand, it is generally to the Employer's advantage to perform as much of the work with its own employees as possible.

The Company will inform the Union Chairperson of work that is normally performed by Bargaining Unit employees that is being considered for sub-contract prior to awarding a contract. If the Union feels that such work is within the capability of the Bargaining Unit and can be feasibly and competitively performed by Bargaining Unit employees, representatives of the Company and the Union will meet together to discuss this possibility.

For Union 3/19/24

*[Signature]*  
Jeffrey Oliver  
Michael B. Crowe  
Patrick Kince

For Company

Kelly A Seaman 3/19/2024  
*[Signature]*  
Spilled  
Audrey McClames  
Melody Smith  
*[Signature]*

Memphis

**TENTATIVE AGREEMENT**  
**Memphis**

**ARTICLE 20**  
**MISCELLANEOUS**

**Section 1. Security Cameras**

Security cameras and devices will not be used for the purpose of monitoring employees' job performances.

**Section 2. Orientation Program**

The Union will be afforded the opportunity to participate in new employee orientation programs to inform new employees about union matters.

The joint program will be conducted during normal working hours and all new hires and recalled employees will receive their starting rate of pay. Duration of allotted time will be mutually agreed upon.

**Section 3. Emergency Notification Procedures**

To ensure that all Bargaining Unit personnel will receive immediate notification of outside emergencies, the Company agrees that such notification will be provided to the employee immediately and, in no event, any later than fifteen (15) minutes after receipt of such information.

**Section 4. Voting Area in PDC**

A designated voting area in the PDC for local Union elections will be established. The area will provide a reasonable degree of privacy for the purpose of allowing local Union members to cast ballots in elections for union offices. Such voting will take place during non-working hours. It is understood that the Union will involve the PDC Manager or designee in making arrangements for this activity. It is further understood that this Agreement does not authorize any in-plant campaigning.

**Section 5. Union Office and Equipment**

The Company will agree to equip **two (2) desks, one (1) bookcase, two (2) locking filing cabinets, one (1) monitor,** computer, printer, telephone [restricted to local service], fax, handheld phone, white-board) **in** an enclosed climate controlled area in the PDC for use of the Union. **The Union Shop chairperson will be provided one (1) laptop.**

**Section 6. Garnishments - See Common Language**

Memphis

KAS

**Section 7. Facilities**

Parking - The Company will maintain adequate, well lighted parking for employees.  
Air Circulation – The Company will maintain an adequate number of operational HVLS fans to ensure circulation throughout the warehouse.

**Section 8. Cigarette Disposal**

Receptacles for cigarette disposable will be located in the designated smoking area.

**Section 9. Conflict between Company Rules and Contract - See Common Language**

**Section 10. Bulletin Boards - See Common Language**

**Section 11. Injury to Employees - See Common Language**

**Section 12. Unjust Incarceration - See Common Language**

**Section 13. Drinking Water**

The Company will continue its current drinking water policy. The Company agrees to provide Gatorade/Powerade concentrate during the months of June, July, and August.

**Section 14. Union Flag**

Upon ratification of the Agreement, a three (3) UAW flags to be provided by the UAW will be displayed. Two (2) of the these flags can be displayed inside the facility and one (1) can be displayed outside, as long as, the Company displays a U.S. flag and a Company flag.

**Section 15. Exhaust Fumes**

Truck drivers will be directed to cut off engines when the trucks are backed up to the docks.

**Section 16. Tools**

The Company will provide and replace as necessary all required tools for employees to adequately and safely perform their duties.

**Section 17. Extreme Bad Weather Conditions**

Employees are expected to report to work on their regularly scheduled shift when the plant is operating. Employees who are not able to report for work due to extraordinary circumstances will be reviewed jointly by the Company and Union on a case by case basis.

*Handwritten notes:*  
Three (3) UAW flags  
Two (2) of the these flags can be displayed inside the facility and one (1) can be displayed outside, as long as, the Company displays a U.S. flag and a Company flag.  
IN Common

Memphis

*Handwritten initials:* KAS

**Section 18. Employee Compensation TBD - will adopt agreed upon language from Common table.**

1. Employees will be paid each week on Tuesday. The first payment will be received on the second Tuesday following an employee's first week of employment. Statements showing all deductions will accompany each payment.
2. Employees at the Memphis PDC are highly encouraged to sign up to be paid by direct deposit to the bank or financial institution designated by the employee. Pay statements will be made available electronically and may be viewed and/or printed accordingly.
3. Discrepancies in pay should be reported as soon as practicable. Mistakes exceeding \$100 will be resolved on the same day (provided the appropriate Payroll Administrators are available) if the employee requests to be paid prior to the next regular pay period. However, discrepancies caused by late submission of documentation (i.e. medical leave, jury duty, military orders) within the employee's control may delay resolution until the next scheduled pay period.
4. All employees will be provided electronic access for employees to view their pay statements.

**Section 19. EAP**

The Local Union Chairperson will serve as the EAP Co-coordinator for Bargaining Unit employees. The EAP Co-coordinator will receive training on EAP benefits.

**Section 20. Terminals**

A terminal will be provided for employees to access the Daimler Employee Portal.

**Section 21. Recreation Club**

There shall be a Recreation Club consisting of up to two (2) members either elected or appointed by the Union and up to two (2) Management designees. The appointed employees, who work on REC club activities, will be eligible for a combined total of up to two (2) hours of pay per month.

The Recreation Club shall meet once each month to jointly administer and budget all joint recreation activities. Funding for these activities will be derived from the payments made to the Recreation Fund by the vending machine company and any personal recyclable items; such as aluminum cans and plastic bottles. The Union, upon request, will have access to all financial information regarding the fund; and all activities and expenditures will be determined by the Joint Recreation Club Committee members.

**Section 22. Discipline**

All discipline will be issued to the employee within fifteen (15) working days of occurrence. Working days are defined as days the employee is present at work. Failure to issue discipline within the fifteen (15) working days will result in the discipline being waived.

Memphis


KAS

**Section 23.** Alcohol and Drug Abuse - See Common Language

**Section 24.** Work by Management Personnel

Non-Bargaining Unit employees shall not perform bargaining unit work covered by this Agreement, except in the following instances:

- A. To instruct or train employees.
- B. To assist employees in emergency situations which are rare, unusual, and extraordinary in nature.
- C. On experimental work, provided the Union has been given prior notification as to the specific nature of the work and its anticipated duration.
- D. In exceptional cases where all available means for soliciting Bargaining Unit employees to perform the work has failed. The Company will inform the Union where all attempts have failed before any Bargaining Unit work is performed by Management.
- E. Participation with other members of the CI event during Continuous Improvement activities.

For Union  
  
Michael B. Coe 4/24/24

For Company  
Kelly A Seaman 4/26/2024  
Audrey McManus  
A. Bell

Memphis

15

**TENTATIVE AGREEMENT**  
**Memphis**

ARTICLE 23

AUTHORIZATION OF CHECK-OFF DUES

During the 2014 contract negotiations for the UAW represented DTNA Memphis, Tennessee facility, the parties agreed to a procedure for the authorization for check-off dues. The following will apply:

Subject to the limitations as provided by the applicable laws of the State of Tennessee and/or Federal law, the Company agrees during the life of this Agreement, to deduct Union membership dues from the pay of each employee who is a member of the Union, in accordance with the procedures set forth herein. For the purposes of this Letter, pay from which Union membership dues may be deducted shall include all categories of payment to the employee, which the Union Constitution recognizes as appropriate for deduction of dues.

Upon receipt of a signed authorization which is in conformity with the laws of the State of Tennessee and applicable Federal law, the Company agrees to deduct from pay earned by employees who are members of the Union the amount which is certified by the Union as membership dues, including any applicable initiation or reinstatement fees, and remit such amounts monthly to the local Union Financial Secretary. Employees who desire to authorize the request to the Company to make such deductions and payments of their Union membership dues shall use the form entitled "Authorization for Check-Off of Dues." Such authorization may be revoked by the employee as provided therein and as provided in Section 302(c) of the Labor-Management Relations Act of 1947, as amended. It shall be the responsibility of the Union to provide such authorization.

The Local Union Financial Secretary shall give written notice to the Company of the amount of membership dues, including initiation or reinstatement fees, deductible in accordance with the preceding authorization. In all cases where a deduction is made which duplicates payment already made to the Union by an employee, or where deduction is not in conformity with the provisions of the Union Constitution and bylaws and/or terms of this Agreement, refunds to the employee will be made by the Union.

All sums deducted shall be remitted to the local Union Financial Secretary not later than the fifteenth (15) day of each calendar month in which deductions are made. At the time of remitting the deducted amounts each month, the Company will furnish the local Union Financial Secretary with a listing of the employees, by name, social security number and amount deducted, for whom payroll deduction of Union membership dues was made. The Union will give the Company prompt written notice of any errors in the listing or remittances.

Once each month, the Company will forward to the local Union Financial Secretary a listing of employees' names indicating the reason for failure to include any sum or sums, which ordinarily would have been checked-off from the pay of the employee, covered by the Agreement.

The Union shall indemnify and save the Company harmless from all claims, demands, suits, or other liability arising out of or by reason of any action taken or not taken by the Company for the purposes of complying with the provisions of this Letter.

DTNA Payroll will use the pay rate in effect for the last complete workweek of each month for the dues deduction calculation the following month. Thereafter, all sums deducted will be remitted to the local Union Financial Secretary not later than the fifteenth (15th) day of each calendar month in which the deductions are made. Electronic reporting will continue to be used for this purpose.

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**TENTATIVE AGREEMENT**  
**Memphis**

ARTICLE 23

AUTHORIZATION OF CHECK-OFF DUES

For Union

*[Handwritten signature]* 3/19/24  
*[Handwritten signature]*  
Jeffrey Oliver  
Michael B. Cross  
Patrick Kence

For Company

Kelly A. Seaman 3/19/2024  
*[Handwritten signature]*  
B. Ballou  
Audrey McManus  
Melody H. [unclear]  
[Handwritten signature]  
Melody H. [unclear]

Memphis



**TENTATIVE AGREEMENT**  
**Memphis**

**ARTICLE 24**  
**PAID SICK LEAVE**

Paid Sick Leave provisions will remain unchanged for the 2048~~24~~ calendar year. The following is effective January 1, 2049~~25~~.

**Section 1. See Common Language** ~~Beginning on January 1 of each year, Paid Sick Leave in the maximum amount of five (5) per calendar year will be awarded to every employee (see Section 6) not in the attendance disciplinary step of the Attendance Control Program. Attendance Control Program employees will accrue Paid Sick Leave at a rate of 3.33 hours per month. Individuals in Chronic Attendance Program will not accrue Paid Sick Leave.~~

~~Individuals who are on layoff on January 1 and who are subsequently recalled during the calendar year will continue to accrue Paid Sick Leave at a rate of 3.33 hours per month beginning the month after they return up to the maximum of five (5) days.~~

~~Individuals hired on or after January 1 will accrue 3.33 hours of Paid Sick Leave per month beginning the month after they attain seniority.~~

**Section 2.** See Common Language

**Section 3. See Common Language** ~~Any days not taken will be paid out at the end of each calendar year.~~

**Section 4.** See Common Language

**Section 5. Beginning January 1, 2025, up to (4) hours of Paid Sick Leave may be utilized in one (1) hour increments, 4 hours may be used in one (1) four hour increment and 32 hours must be used in full day increments within the calendar year.** ~~Paid sick leave must be taken in full day increments.~~

~~Paid Sick Leave cannot be used to cover absences on Saturdays, Sundays, or Holidays.~~

**Section 6.** See Common Language

**Section 7.** See Common Language

**Section 8.** See Common Language

~~\*Should the days change with the Common language we will update Section 5 hours full day increments.~~

Memphis



**TENTATIVE AGREEMENT**  
**Memphis**

**ARTICLE 24**  
**PAID SICK LEAVE**

For Union  
M.B. Crow 4/26/24  
Michael B. Crow

For Company  
Kelly A. Seaman 4/26/2024  
Audrey McClanahan  
B. Bell

\*Should the days change with the Common language we will update Section 5 hours full day increments.

Memphis

**TENTATIVE AGREEMENT**  
**Memphis**

**ARTICLE 25**  
**PAID TIME OFF (PTO)**

Will provide an update Local Tentative Agreement with to match the language in "Common Article 25 Paid Time Off (PTO)" when Common has a signed Tentative Agreement.

For Union

*[Handwritten signature]* 4/26/24  
Michael B. [Handwritten signature]

For Company

Kelly A. Seawee 4/26/2024  
Audrey McClamro  
B. Milled

\*Value will be updated upon signed Tentative Agreement at Common

Memphis

**TENTATIVE AGREEMENT**  
**Memphis**

**ARTICLE 33**  
**TRUCK OPERATING SYSTEM (TOS)**

**Section 1.** In order to achieve increased competitiveness and job security, the Company and the Union recognize the importance of promoting a culture of continuous improvement. Towards that end the parties agree to support and actively participate in the development and implementation of the Truck Operating System (TOS). It is understood that for TOS to be successful the Union and the Company must be equal partners in its development and implementation. This includes, but is not limited to, continuous improvement principles such as the introduction of high performance teams, 5S, six sigma, Kaizen events, performance metrics and training. A TOS Steering Committee made up of an equal number of Company and Union members will be developed for the purpose of providing guidance, support and direction to the teams using the principles of TOS. The parties discussed the significant change represented by the introduction of a team-based workplace organization. The Company acknowledged a substantial investment in employee training and employee engagement will would be required to transform the workplace from its current state to the ideal state contemplated under TOS.

**Section 2. Team Leader**

- A) ~~Each High Performance Work Team shall have a Team Leader. In addition to performing job within the High Performance Work Teams the Team Leader will also perform the following tasks:~~
- ~~i. Training~~
  - ~~ii. Teaching~~
  - ~~iii. Coaching~~
  - ~~iv. Technical job coordination~~
  - ~~v. Scheduling~~
- B) ~~The TOS Team Leader will be paid as a grade 7.~~
- C) ~~In order to be a candidate for Team Leader the employee must meet the following qualifications:~~
- ~~vi. Has not received any disciplinary action resulting in suspension over the past year.~~
  - ~~vii. Cannot be at or above the written warning steps of the Attendance Control Policy.~~
  - ~~viii. Exhibits good knowledge of the process, has good interpersonal skills, is a positive role model, is goal oriented and displays a positive image of themselves, the team and the Company.~~
  - ~~ix. The Company and the Union shall establish other selection criteria (i.e. leadership abilities, communication skills, interpersonal skill, etc.) to help ensure potential candidates can be successful as a Team Leader.~~

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**Section 3- Disqualification**

- A. The parties agree that it is in the best interest of the Team that a Team Leader remain in the job, plant seniority permitting. The parties further agree that at times it may be in the best interest of the Teams to disqualify a Team Leader. A Team Leader will be disqualified if:
- x. The Team Leader resigns.
  - xi. The Team Leader receives disciplinary action resulting in suspension.
  - xii. The Team Leader progress to the written warning steps of the Attendance Control Policy.
  - xiii. Team Goals are not being met.
  - xiv. His/her behavior is detrimental to the positive role of a Team Leader.
- B) Team Leaders will have no vested authority in disciplinary matters involving other employees.
- C) When a Team Leader is disqualified or resigns they will be placed in their previous shift and department if it still exists. If their previous department no longer exists they will be placed on their previously held shift. If neither exists at the time the Team Leader resigns or is disqualified they will be placed where seniority permits, unless mutually agreed to by the Company and Union.

For Union

*3/22/24*  
*Michael B. Crowe*  
*Latrick Kince*  
*Jeffrey Oliver*

For Company

*Kelly A. Seaman 3/22/2024*  
*James Johnson*  
*B. Miller*  
*Audrey McClamers*  
*Melody A. [unclear]*

Memphis

**TENTATIVE AGREEMENT**  
**Memphis**

**LETTER OF UNDERSTANDING**  
**JOINT BENEFITS COMMITTEE – TRAVEL FOR REPRESENTATIVE**

During the course of the 2018 ~~2024~~ contract negotiations the parties agreed to send the UAW designated representative for the Memphis PDC to the bi-annual Joint Benefits Committee meetings held in the Carolinas or other designated location. Additionally the Company agrees to cover the cost of hotel and mileage (as outlined in the Company's travel policy) as well as lost time wages.

For Union

*[Signature]* 3/19/24  
*[Signature]*  
Michael B. Rowe  
Patrick Kinca

For Company

Kelly A. Seaman 3/19/2024  
*[Signature]*  
B. Balluch  
Audrey McManus  
*[Signature]*  
*[Signature]*

Memphis

**TENTATIVE AGREEMENT**  
**Memphis**

**LETTER OF UNDERSTANDING**  
**AGREEMENT**

During the course of negotiations, the parties agreed that any contract language in the current Collective Bargaining Agreement not modified by a Tentative Agreement (TA) signed by both parties would be carried over into a new Agreement in its current state.

For Union

*[Signature]* 3/19/24  
*Jeffrey Oliver*  
*Michael B. Curran*  
*Patrick Kincaid*

For Company

*Sally A. Seaman* 3/19/2024  
*[Signature]*  
*[Signature]*  
*Audrey McManus*  
*Melody [Signature]*  
*[Signature]*

Memphis

**TENTATIVE AGREEMENT**  
**Memphis**

**LETTER OF UNDERSTANDING**  
**AREA INTER-DEPARTMENT MOVEMENT**

When additional resources are required in a department, volunteers by seniority from another department the Company deems lowest priority will be requested first, followed by assignment of employees with the least seniority. Employees moving will fill the open positions not displacing current department employees by seniority.

For Union

*3/20/24*  
*Michael B. Crowe*  
*Patrick Kinney*  
*Jessy Olin*

For Company

*Kelly A. Seaman 3/20/2024*  
*David John*  
*B. Beal*  
*Audrey McManus*  
*Melody H. K.*

Memphis



**TENTATIVE AGREEMENT**  
**Memphis**

**LETTER OF UNDERSTANDING**  
**LUMP SUM PAYMENTS**

The Company agrees to the following:

~~June 4, 2019 provide a lump sum payment of 4.0% of the regular qualified earnings\* from April 1, 2018 to March 31, 2019 to all TBB and **Wage Scale A (Skilled Trades & Pre-2010 EE's)** employees who have seniority as of the payment date and those who retired prior to the payment date.~~

~~June 1, 2021 provide a lump sum payment of 3.0% of the regular qualified earnings\* from April 1, 2020 to March 31, 2021 to all TBB and **Wage Scale A (Skilled Trades & Pre-2010 EE's)** employees who have seniority as of the payment date and those who retired prior to the payment date.~~

*[\*Regular qualified earnings include: Straight Time, Overtime, Double Time, Paid Sick Leave, PTO, Holiday, Vacation, Bereavement, Shift Premium (as associated to regular qualified earnings), and Military. All other earnings are excluded.]*

For Union

*3/25/24*  
*Michael B. Crowl*  
*Patrick Kincaid*  
*Jeffrey Oliver*

For Company

*Kelly A. Seaman 3/20/2024*  
*Gene [Signature]*  
*B. [Signature]*  
*Audrey McManus*  
*Melody [Signature]*  
*M. [Signature]*

Memphis

**TENTATIVE AGREEMENT**  
**Memphis**

**LETTER OF UNDERSTANDING**  
**BATHROOMS AND BREAKROOMS**

The Company shall maintain and replace (as necessary) microwaves, refrigerators, and freezers in the employee breakroom. The Company shall ensure there is a minimum of five (5) microwaves and current number and size of refrigerator and freezer. ~~The Company shall remodel the main men's and women's bathrooms to include new floors and exhaust fans.~~ The Company shall ensure that the other bathrooms are in working order. The Company and the Union shall inspect all floors in the breakroom and ~~common area~~ **bathrooms** for damage and repair as necessary. ~~The Company shall add an awning over the shipping entrance door.~~ All work shall be completed by June 30, 2019

For Union

*Mike [Signature]* 3/21/24  
*Michael B. Crowe*  
*Patrick Kincaid*  
*Jeffrey Oliver*

For Company

*Kelly A. Seaman* 3/20/2024  
*Smith [Signature]*  
*B. Bell [Signature]*  
*Audrey McManis*  
*Melba [Signature]*  
*M. [Signature]*

Memphis

**TENTATIVE AGREEMENT**  
**Memphis**

**LETTER OF UNDERSTANDING**  
**SENIORITY**

Any employee hired or transferred from another DTNA Operation after the ratification of the Contract will establish a plant seniority date they are assigned at the Memphis PDC. This will not change their entitlement to accrued Company service towards retirement, vacation etc. It is only intended to establish a seniority date at the Memphis PDC.

For Union

*Pat [Signature] 3/21/24*  
*Patrick Kinca*  
*Michael B. Curwe*  
*Jeffrey Oliver*

For Company

*Kelly A Seaman 3/20/2024*  
*B Bullard*  
*Audrey McClamers*  
*Mas [Signature]*  
*Melody Hatt [Signature]*  
*Lucas [Signature]*

Memphis

**TENTATIVE AGREEMENT**  
**Memphis**

**LETTER OF UNDERSTANDING**  
**NEW HIRES**

During the current negotiations, the parties discussed at great length the subject of wages and benefits for full-time new hires (individuals hired on or after July 12, 2010). As a result of these discussions, the parties agreed to the following:

- i. Vacation Entitlement – As indicated in the provisions of Article 10, the maximum vacation entitlement shall be five (5) weeks; there will be no six (6) week provision for individuals hired on or after July 12, 2010.
- ii. Retiree Health Care – Individuals hired on or after July 12, 2010 will not be eligible for medical plan benefits upon retirement.

For Union

*3/21/24*  
*Patrick Kinca*  
*Gregory Oliver*  
*Michael B. Crowe*

For Company

*Kelly A Seaman 3/20/2024*  
*[Signature]*  
*Audrey McLannus*  
*Mark Penner*  
*Melody [Signature]*  
*[Signature]*

Memphis

**TENTATIVE AGREEMENT**  
**Memphis**

**LETTER OF UNDERSTANDING**  
**TRANSFER OF OPERATIONS**

If Memphis PDC operations are moved within a fifty (50) mile radius during the life of the contract, all employees covered under the Collective Bargaining Agreement shall have the opportunity to transfer to this facility within the terms and conditions of the Collective Bargaining Agreement.

For Union

*Mike [unclear] 3/21/24*  
*Michael B. Crowe*  
*Patrick Kincaid*  
*Jasper Oliver*

For Company

*Kelly A. Seaman 3/20/2024*  
*B. Baller*  
*Audrey McManus*  
*Max [unclear]*  
*Michael [unclear]*  
*David [unclear]*

Memphis

**TENTATIVE AGREEMENT**  
**Memphis**

**LETTER OF UNDERSTANDING**  
**TRAINING**

Each person in their respective team will be cross trained on all "team tasks" to a rating scale, level three (3) competence. Training for each task will be as appropriate to attain this level of competence. The training will consist of the employee observing the position, doing the work with limited assistance and performing the work with trainer observation and evaluation. The duration of training will be limited to the amount of time necessary for the employee to complete the above outlined steps; not to exceed five (5) working days. The intent of this language is not to displace employees from the work that they perform on a daily basis.

New hires will not be included in the cross training process during their sixty (60) day probationary period.

For Union

*Th. y. He 3/21/24*  
*Michael B. Crow*  
*Patrick Kinca*  
*Jeffrey Olvi*

For Company

*Kelly A. Seaman 3/20/2024*  
*Senell Johnson*  
*B. Brille*  
*Audrey McFarland*  
*Mr. D. D.*  
*Melody Hubert*

Memphis

**TENTATIVE AGREEMENT**  
**Memphis**

**LETTER OF UNDERSTANDING  
TRUCK OPERATING SYSTEM (TOS)**

The Company and the Union understand the importance of the Truck Operating System (TOS) program to improving the overall quality of our service. The parties have reviewed the mutual benefit associated with delivering the highest quality product at the lowest cost to ensure competitiveness in the marketplace. The parties acknowledge the importance of meeting customer demands of delivery and world class quality. It was also acknowledged that the TOS tools will support the achievement of these objectives.

For Union

*[Handwritten signature]* 3/21/24  
Michael B. Crane  
Patrick Kinca  
Jeffrey Olson

For Company

Kelly A Seaman 3/20/2024  
*[Handwritten signature]*  
Audrey McManus  
*[Handwritten signature]*  
Melody *[Handwritten signature]*  
*[Handwritten signature]*

Memphis

**TENTATIVE AGREEMENT**  
**Memphis**

**LETTER OF UNDERSTANDING**  
**TEMPORARY ASSIGNMENTS**

If operational needs dictate, Management will utilize temporary transfers for short term assignments within departments. These assignments are projected to last for a particular shift or defined period. Temporary jobs will be considered vacancies and the jobs will be posted, if filled by temporary assignment for more than fifteen (15) days in a sixty (60) consecutive day time period.

It is further understood that the temporary assignment language will not apply if the departmental absenteeism (excluding vacation and floating holidays) is above 5.03%.

1. Management will poll employees by seniority, high seniority first, to fill the temporary assignment. If this process fails to fill the assignment, employee(s) with lowest seniority within the department will be required to fill the temporary assignment.
2. Employee(s) required to transfer out of their regular assigned department must be able to perform the temporary assignment. When more than one (1) employee is transferred to a temporary assignment area, the most senior employee will be able to select from the available job assignments.

Upon completion of the temporary assignment, the employee(s) will be returned to their regular job assignment.

For Union

*[Signature]* 3/21/24  
Patrick Kinca  
Michael B. Crane  
Jeffrey Oliver

For Company

Kelly A. Aamoa 3/20/2024  
*[Signature]*  
Audrey McClames  
*[Signature]*  
Melody Ann  
Janelle Johnson

Memphis



TENTATIVE AGREEMENT  
Memphis

LETTER OF UNDERSTANDING  
TEAM LEADER AND SUPPORT POSITIONS

It is understood and agreed that for any item not specifically covered in this Article, the relevant provisions of Article 12 Job Posting will apply.

Section 1. Team Leader Responsibilities

A. Each High-Performance Work Team shall have a Team Leader. The roles and responsibilities of a Team Leader are vital to the success of the TOS (Truck Operating System) initiative. In addition to performing daily job responsibilities within the High-Performance Work Teams the Team Leader will also perform the following tasks:

1. Training
2. Teaching
3. Coaching and communicating work instructions and job specifications when directed by Management assigned to their work group
4. Solving problems related to safety and quality work
5. Daily Work Assignments
6. Filling in for manpower shortages created by absenteeism, vacations, volume fluctuations, etc.

Team leaders will have no vested authority in disciplinary matters involving other employees.

B. Team Leader will be paid as a Grade 7.

C. In order to be a candidate for Team Leader the employee must meet the following qualifications:

1. Cannot be at or above the Written Warning progressive disciplinary step.
2. Cannot be at the Written Warning step in the Attendance Control Policy.
3. Exhibits strong process knowledge, has good interpersonal skills, is a positive role model, is goal oriented and displays a positive image of themselves, the team and the Company.

Section 2. Selection Process for Team Leaders and Support positions

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*Handwritten initials: JMS HAS*

An equal number of Local Union and Company representatives will serve as interviewers during the selection process using an agreed-upon process and questions between the Company and the Union. It is agreed that neither party will unreasonably withhold their mutual agreement. Any issues not resolved by the local parties, will immediately be referred to representatives of the International UAW and the Company's Labor Relations staff for resolution.

### Section 3. Disqualification Process for Team Leaders

A. The parties agree that at times it may be in the best interest of the teams to disqualify a Team Leader. A Team Leader will be disqualified if any of the following occur:

1. The Team Leader resigns employment; or
2. The Team Leader receives disciplinary action resulting in a Written Warning; or
3. The Team Leader enters the Written Warning step in the Attendance Control Policy; or
4. The Team Leader's behavior is detrimental to the team and/or not in line with being a positive role model to others; or
5. The Team Leader does not achieve a Level Four (4) competence based on the TOS training matrix; or
6. Mutual Agreement between the Company and the Union. It is agreed that neither party will unreasonably withhold their mutual agreement. Any issues not resolved by the local parties, will immediately be referred to representatives of the International UAW and the Company's Labor Relations staff for resolution.

B. The Team Leader will have one hundred twenty (120) working days to attain a Level Four (4) competence based on the TOS training matrix to demonstrate that they can successfully perform the job functions. Otherwise, they will be disqualified from the Team Leader role.

C. A Team Leader that is disqualified will be placed in a classification Grade 5 on their previous held shift and department, if it still exists. If their previous department no longer exists, they will be placed in a classification Grade 5 on their previous held shift. If neither exists, the Company will temporarily place the employee where there is the most need. When a vacancy occurs in classification Grade 5, they will be placed in it. No one will be displaced from the group as a result of this action.

B. A Team Leader who has been disqualified from their role will be unable to bid on a Team Leader position for one (1) year.

C. Any Team Leader job disqualification within the first (40) days would result in the opening being filled by the next eligible applicant. After forty (40) days, vacancies shall be posted according to the job posting process outlined in Article 12 – Job Posting and the selection process will follow Section 2 above.

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*Handwritten initials: MHS*

#### Section 4: Voluntary Position Relinquishment for Team Leaders

- A. Should a Team Leader determine the role is no longer a good fit for them or believe they can no longer successfully perform the functions of a Team Leader they can voluntarily relinquish their position.
1. A Team Leader wishing to relinquish their role and step down, shall do so upon a written request form provided by Human Resources.
- B. Any Team Leader job relinquished within the first (40) days would result in the opening being filled by the next eligible applicant. After forty (40) days, vacancies shall be posted according to the job posting process outlined in Article 12 – Job Posting and the selection process will follow Section 2 above.
- C. A Team Leader who relinquishes their role will be placed in a classification Grade 5 on their previous held shift and department, if it still exists. If their previous department no longer exists, they will be placed in a classification Grade 5 on their previous held shift. If neither exists, the Company will temporarily place the employee where there is the most need. When a vacancy occurs in classification Grade 5, they will be placed in it. No one will be displaced from the group as a result of this action.
- D. A Team Leader who relinquishes their role will be unable to bid on a Team Leader position for one (1) year.

#### Section 5. Support Team

- A. Support team members will be paid as a Grade 6.
- B. In order to be a candidate for the support team the employee must meet the following qualifications:
1. Cannot be at or above the Written Warning progressive disciplinary step.
  2. Cannot be at the Written Warning step in the Attendance Control Policy
  3. Exhibits strong process knowledge, has good interpersonal skills, is a positive role model, is goal oriented and displays a positive image of themselves, the team and the Company.

#### Section 6. Disqualification Process for Support Team Members

- A. The parties agree that at times it may be in the best interest of the teams to disqualify a Support Team Member. A Support Team Member will be disqualified if any of the following occur:
1. The Support Team Member resigns employment; or
  2. Mutual Agreement between the Company and the Union. It is agreed that neither party will unreasonably withhold their mutual agreement. Any issues not resolved

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by the local parties, will immediately be referred to representatives of the International UAW and the Company's Labor Relations staff for resolution.

- D. The Support Team Member will have ninety (90) working days to demonstrate that they can successfully perform the job functions. Otherwise, they will be disqualified from the Support Team position.
- E. When a Support Team member is disqualified, they will be placed in a classification Grade 5 on their previous held shift and department, if it still exists. If their previous department no longer exists, they will be placed in a classification Grade 5 on their previous held shift. If neither exists, the Company will temporarily place the employee where there is the most need. When a vacancy occurs in classification Grade 5, they will be placed in it. No one will be displaced from the group as a result of this action.
- F. A Support Team Member who has been disqualified from their role will be unable to bid on a Support Team Member position for one (1) year.
- G. Any Support Team job disqualification within the first (40) days would result in the opening being filled by the next eligible applicant. After forty (40) days, vacancies shall be posted according to the job posting process outlined in Article 12 – Job Posting and the selection process will follow Section 2 above.

Section 7: Voluntary Position Relinquishment for Support Team Member

- A. Should a Support Team Member determine the role is no longer a good fit for them or believe they can no longer successfully perform the functions of a Support Team Member they can voluntarily relinquish their position.
  - 1. A Support Team Member wishing to relinquish their role and step down, shall do so upon a written request form provided by Human Resources.
- B. Any Support Team Member job relinquished within the first (40) days would result in the opening being filled by the next eligible applicant. After forty (40) days, vacancies shall be posted according to the job posting process outlined in Article 12 – Job Posting and the selection process will follow Section 2 above.
- C. When a Support Team member relinquishes their role, they will be placed in a classification Grade 5 on their previous held shift and department, if it still exists. If their previous department no longer exists, they will be placed in a classification Grade 5 on their previous held shift. If neither exists, the Company will temporarily place the employee where there is the most need. When a vacancy occurs in classification Grade 5, they will be placed in it. No one will be displaced from the group as a result of this action.
- D. A Support team member who relinquishes their role will be unable to bid on a Support position for one (1) year.

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KAS*

TENTATIVE AGREEMENT

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LETTER OF UNDERSTANDING  
TEAM LEADER AND SUPPORT POSITIONS

For Union

*Mike [unclear] 3/22/24*  
*Michael B. [unclear]*  
*Patrick Kince*  
*Jeffrey Oliver*

For Company

*Kelly A. Seaman 3/22/2024*  
*Audrey McManus*  
*~~Maria~~ [unclear]*  
*B. [unclear]*  
*Melody [unclear]*  
*[unclear]*

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**TENTATIVE AGREEMENT**  
**Memphis**

**LETTER OF UNDERSTANDING**  
**PART-TIME EMPLOYEES**

Due to the unique business requirements of the PDC, the Company may utilize part-time employees as necessary. The use of part-time employees will be primarily utilized to cover absenteeism and historically high volume days. The Company agrees the use of part-time employees is not intended to avoid hiring full-time employees. The use of part-time employees will be limited as follows:

1. Part-time employees will not be used when full-time seniority employees are on layoff.
2. Part-time employees will not exceed ~~ten percent~~ **thirteen** percent (~~10~~**13**%) of the active bargaining unit population.
3. The provisions of the Collective Bargaining Agreement do not apply to part-time employees. Part-time employees will not accumulate seniority and will only be paid for time worked.
4. Part-time employees are not eligible for any contractual entitlements and will not be eligible for Company provided benefits.
5. Part-time employees will be paid \$1.00 above the equivalent of the start rate of the Grade five (5) PDC Employee.
6. Part-time employees will be scheduled a minimum of four (4) hours per day.
7. Part-time employees are limited to working no more than eight (8) hours per day and no more than twenty-four (24) hours total in a regular work week; exceptions can be made with mutual agreement in order to minimize mandatory overtime.
8. Part-time are limited to working no more than nine hundred eighty (980) hours in a calendar year.
9. Part-time employees are not eligible to work Saturdays or Sundays.
10. When hiring full-time positions in the Bargaining Unit, first consideration will be given to current part-time employees.

For Union

*Michael B. Curwe*  
*[Signature]* 4/26/2024

For Company

*Kelly A. Stearns 4/26/2024*  
*Audrey McAlamers*  
*[Signature]*

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**TENTATIVE AGREEMENT**  
**Memphis**

**LETTER OF UNDERSTANDING  
SUPPLEMENTAL WORKERS**

Supplemental workers may be utilized as vacation replacements and/or for other periods as mutually agreed upon by the parties. Supplemental workers will not be utilized during periods when Bargaining Unit employees are on layoff status, unless laid off employees were offered recall and declined. It is agreed that neither party will unreasonably withhold their mutual agreement. Any issues not resolved by the local parties will immediately be referred to representatives of the International UAW and the Company's Labor Relations Staff for resolution. Supplemental workers will be limited to ten percent (10%) of the active Bargaining Unit population. The provisions of the Collective Bargaining Agreement do not apply to supplemental workers.

For Union

*Feb 24 3/24/24*  
*Michael B. Quinn*  
*Patrick Kince*  
*Jeffrey Olivier*

For Company

*Kelly A. Seaman 3/22/2024*  
*Audrey McManus*  
*[Signature]*  
*[Signature]*  
*[Signature]*

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**TENTATIVE AGREEMENT**  
**Memphis**

**LETTER OF UNDERSTANDING**  
**PART-TIME EMPLOYEES**

Due to the unique business requirements of the PDC, the Company may utilize part-time employees as necessary. The use of part-time employees will be primarily utilized to cover absenteeism and historically high volume days. The Company agrees the use of part-time employees is not intended to avoid hiring full-time employees. The use of part-time employees will be limited as follows:

1. Part-time employees will not be used when full-time seniority employees are on layoff.
2. Part-time employees will not exceed ten percent (10%) of the active bargaining unit population.
3. The provisions of the Collective Bargaining Agreement do not apply to part-time employees. Part-time employees will not accumulate seniority and will only be paid for time worked.
4. Part-time employees are not eligible for any contractual entitlements and will not be eligible for Company provided benefits.
5. Part-time employees will be paid \$1.00 above the equivalent of the start rate of the Grade five (5) PDC Employee.
6. Part-time employees will be scheduled a minimum of four (4) hours per day.
7. Part-time employees are limited to working no more than eight (8) hours per day and no more than twenty-four (24) hours total in a regular work week; exceptions can be made with mutual agreement in order to minimize mandatory overtime.
8. Part-time are limited to working no more than nine hundred eighty (980) hours in a calendar year.
9. Part-time employees are not eligible to work Saturdays or Sundays.
10. When hiring full-time positions in the Bargaining Unit, first consideration will be given to current part-time employees.

For Union

*Mike Hall 3/22/24*  
*Michael B. A.*  
*Patrick Kinca*  
*Jeffrey Oliver*

For Company

*Kelly A. Seaman 3/22/2024*  
*Audrey McManus*  
*Melody*  
*[Signature]*  
*[Signature]*

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**TENTATIVE AGREEMENT**  
**Memphis**

**LETTER OF UNDERSTANDING**  
**INTRA-DEPARTMENTAL TEMPORARY ASSIGNMENTS**

The following procedure will only apply at the beginning of shift:

1. If fewer people are needed for assigned work than normally work in that area/function, volunteers will be requested first to be reassigned. The most senior volunteers will be selected. If there are ~~no~~ insufficient volunteers, then additional employees will be reassigned by reverse seniority to the different assignment.
2. Only exception is when the supervisor knows that an employee is not qualified to do the assignment. In that case, the supervisor must be able to explain the reason for assigning the employee who was selected.
3. The Company and Union will meet to resolve any other issues regarding reassignment of employees within their department.

For Union

*M. B. Crowe* 3/22/24  
*Michael B. Crowe*  
*Patrick Kince*  
*Jeffrey Davis*

For Company

*Kelly A Seaman* 3/22/2024  
*Audrey McClanahan*  
*Melody Hurl*  
*B. Hurl*  
*Jim Hurl*  
*J. Hurl*

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**TENTATIVE AGREEMENT**  
**Memphis PDC**

**Unpublished Letter**

April 26, 2024

Mike Crowe  
Shop Chairperson  
UAW Local 2406

Re: Individual Accountability Program

Dear Mr. Crowe,

The parties had extensive discussion on the Company's Individual Accountability Program (IAP) and have come to the following agreement.

*based on quarterly*

The Company agrees that all employees in any discipline step for Productivity as of the date of this letter will be stepped back to Step 0 or no current discipline. The Company also agrees to add a new "Pre-Step 1" where the Shop Chair or designate will provide counseling to the employee about the importance of improving Productivity performance. After that, the remainder of the Steps apply (Step 1, Step 2, Step 3, Step 4 and Chronic).

The UAW agrees to withdraw any Grievances on file related to the IAP, including but not limited to Grievance #0319. The UAW also agrees to withdraw any NLRB charge related to the IAP, including but not limited to Charge #: 15-CA-334579.

Sincerely,  
*Audrey McManus*  
Audrey McManus  
Human Resource Manager  
Aftermarket Solutions

Accepted and Approval:

*David Kelly*

Union Rep

**TENTATIVE AGREEMENT**  
**Memphis**

**ARTICLE 9**  
**HOLIDAYS**

**Section 1.** Recognized holidays are as follows:

New Year's Day  
Martin Luther King Jr. ~~Birthday~~ **Day**  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

2025

Additional five ~~six~~ (56) Floating Holidays\* in 2025 and increasing to seven (7) starting 2026.

For calendar years in which New Year's Day, Independence Day, Christmas Eve and/or Christmas Day fall on a Saturday or Sunday the holiday will be observed on Friday/Monday or an additional floating holiday will be provided. The schedule will be determined on an annual basis based on business conditions.

\*NOTE: Floating holidays may not be carried over between calendar years.

**Active employees that have unused floating holidays at the end of the calendar year will be paid out such balance by the fourth (4th) pay period of the following year.**

**Section 2.** Each employee covered by this contract shall receive eight (8) times the regular day shift hourly rate on the above-designated holidays. The shift differential as provided for in this contract shall be included in the amount of holiday pay to be received by employees regularly scheduled on a second, **mid**, or third shift at the time the holiday occurs. Employees who experience an emergency may elect to utilize a floating holiday. Upon their return to work the employee must provide documentation substantiating the nature of the emergency.

**Section 3. See Common Language** ~~To be eligible for holiday pay, the employee must work the complete last scheduled workday prior to and the complete next scheduled workday after the holiday, but an employee's failure to work on such prior or next following scheduled workday shall be excused for this purpose if due to one of the following reasons:~~

- a. Jury duty
- b. Court appearance (as subpoenaed witnesses and not as a principal in the court action).
- c. Approved Vacation
- d. Approved Military Leave
- e. Approved Bereavement Leave
- f. ~~Emergency – employees who experience an emergency which precludes them from working all~~

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or part of the day before or after a holiday must provide documentation substantiating their inability to work. This documentation is subject to Management approval.

- g. Approved Union Leave
- h. Approved Floater Day
- i. FMLA
- j. Personal day as defined under Article 24 Section 2.
- k. Retirement date falls on the holiday.

Active employees that have unused floating holidays at the end of the calendar year will be paid out such balance by the fourth (4th) pay period of the following year.

For Union

*John Foley 4/26/24*  
*Michael B. Crow*

For Company

*Kelly A Seaman 4/26/2024*  
*Audrey McManus*  
*B. Bellamy*

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