



**2024 UAW-DTNA**

**CONTRACT SETTLEMENT  
TENTATIVE AGREEMENTS**

**UAW Local 5286  
1400 Tulip Dr.  
Gastonia, NC 28052**




## TENTATIVE AGREEMENT

### PREAMBLE



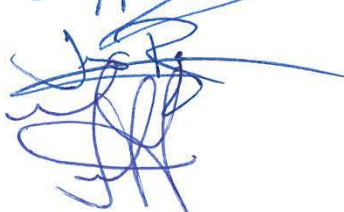
**Section 1.** The successful operation of the Company's business is hereby declared to be of mutual interest and both parties hereto desire to preserve, promote, and improve industrial and economic relationships, safety, cleanliness and economy and to improve and increase the quantity and quality of 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. W. [unclear]  
Neddie Sims  
Tanya Hendrix  
Pavel Ballou  
  
Bob Higgins

For Company

*4/9/2024*  
  
Kelly A. Seaman  
Cinda Fresh  
B. Smith  
B. [unclear]  
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. McKeown  
Hedrick Sues  
Janey Hendrix  
Paul Ballance  
Bob Riggins

For Company

En / Met 4/9/2024  
Kelly A. Seaman  
Cinda French  
B. Smith  
B. Brecken  
Audrey McManus  
B. H. [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 Seans  
Janey Hendrix  
Paul B. B. B.  
M. O'Call  
Bob Riegger

For Company

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

## 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

15

4/15

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

KS

rd



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.

6/13

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.

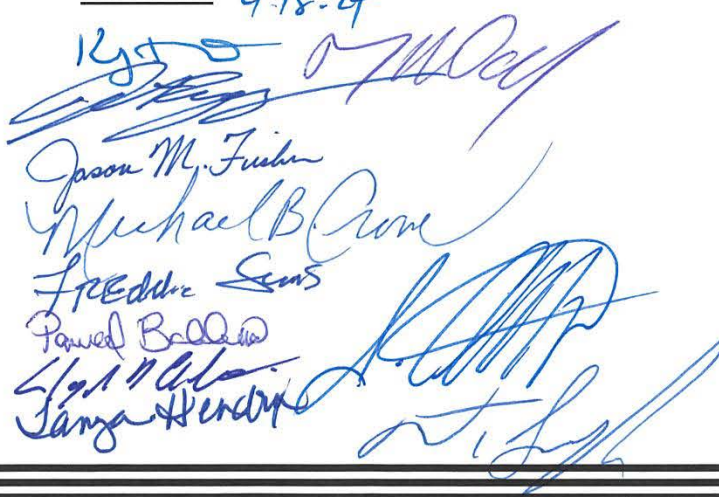
**Section 4.** Unless it is mutually agreed otherwise, each grievance, which is subject to arbitration, shall be handled by a separate arbitrator in a separate hearing, except grievances arising out of an identical set of facts or the same incidents may by agreement be heard together. It is further agreed 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.

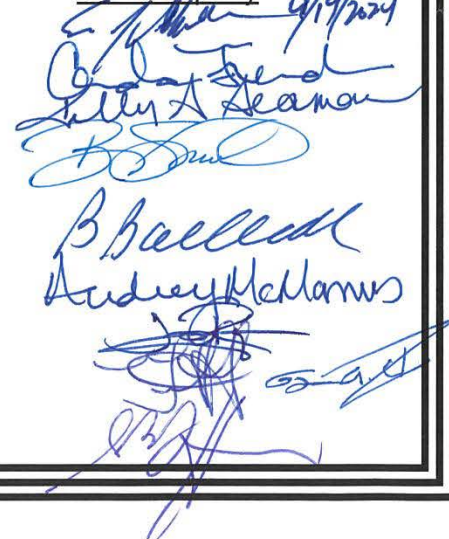
**Section 5.** The fees of the arbitrator and the necessary expenses (exclusive of payment to witnesses) shall be borne by the losing party. Each party shall pay the fees of his own counsel or representative. If an employee-witness is called by the Company, the Company will reimburse him for the time 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  
  
Jason M. Fisher  
Michael B. Crow  
Freddie Sims  
Pavel Ballada  
Sanya Hendrix

For Company 4/17/2024  
  
B. Ballada  
Audrey McManus

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

*[Handwritten signatures for Company]*  
4/27/2024  
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  
Patricia Ballone  
Michael B. Cury  
Freddie S. [unclear]  
Danya Handruj  
Beh Riggio

For Company

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

## 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.

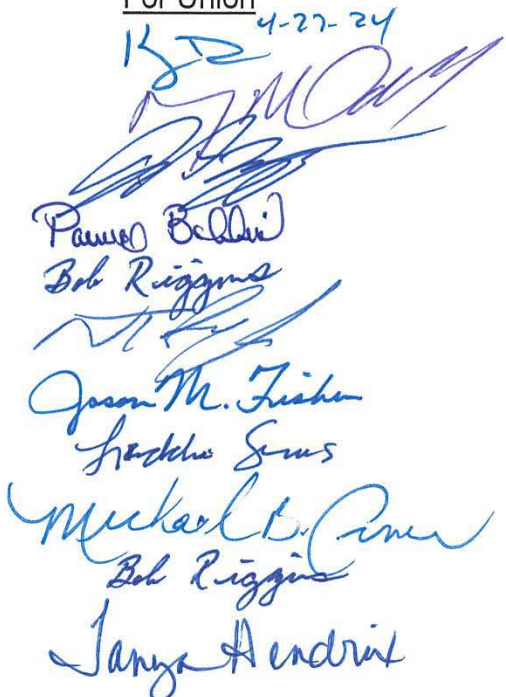
**Section 3.** To be eligible for holiday pay, the employee must work **at least seven (7) hours on** the complete last scheduled workday prior to and **at least seven (7) hours on** the complete next scheduled workday after the holiday, but an employee's failure to work on such prior or next following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

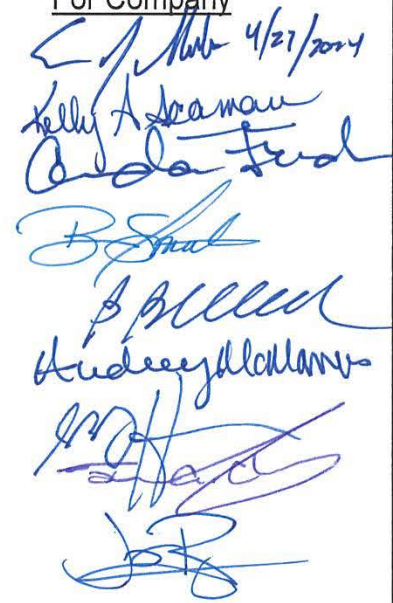
period) during the work week prior to or during the work week in which the holiday falls, provided the employee presents a written doctor's excuse which establishes to the satisfaction of the Company that such absence was for good and sufficient cause. Employees with an approved Short Term Disability 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 Johnson  
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

105

4/11

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 G. Jr.  
 Robert Bellon  
 Jason M. Fisher  
 Bob Ruggia  
 Tamya Andriy

Cleveland, Mt. Holly, Gastonia

For Company 4/24/2024

*[Handwritten signatures for Company]*  
 B. Belled  
 Audrelynette  
 Kelly Dean  
 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

4-23-24

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

For Company

4/23/2024

  
Kelly A. Seaman  
  
Brenda  
  
Audrey  
  
Audrey  
  
Audrey  
  
Audrey  
  
Audrey  
  
Audrey

## **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**

91

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.

E/S

- 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 Riggins  
Freddie Sims  
Janey Hendrix  
Priscilla Bledsoe  
M. O'Call  
W. T. Lytle

For Company

Em J. Miller 4/15/24

Kelly A. Aarman  
Cinda Fisher  
B. J. Smith  
B. Milled  
Audrey Hottamus  
  
  
  


## 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

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.

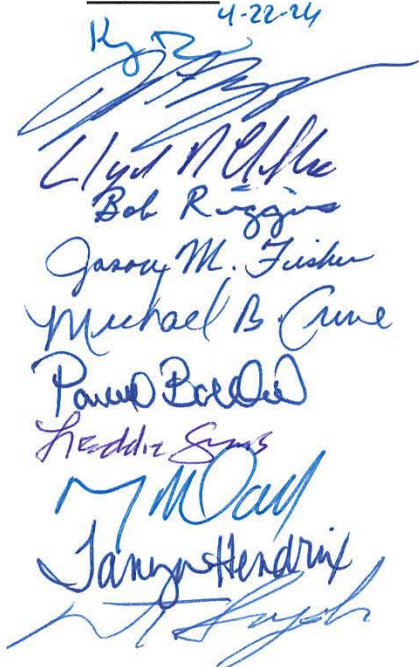
The parties also agree to the following definitions:

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.

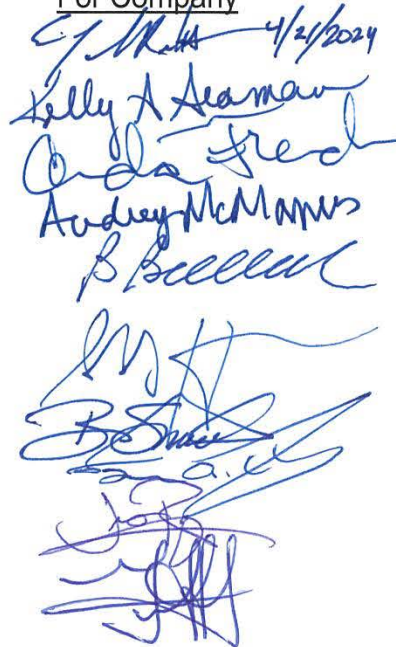
For Union

4-22-24

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

For Company

4/2/2024

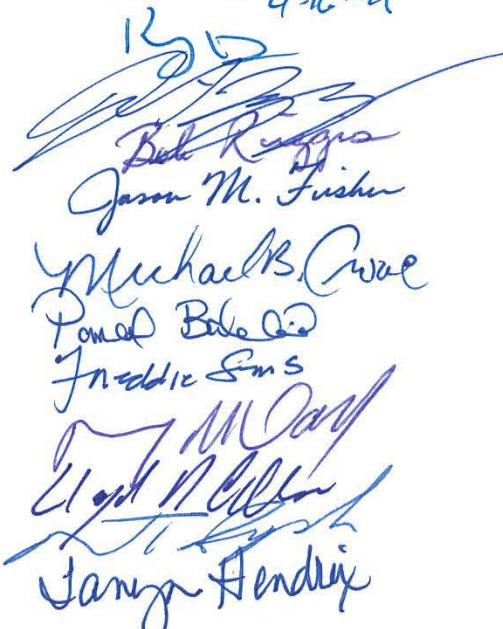
  
Kelly A. Seaman  
Orla Fred  
Audrey McManus  
B. Bellard  
M. H.  
B. Shiner  
C. A. G.  
J. J. G.

**TENTATIVE AGREEMENT**

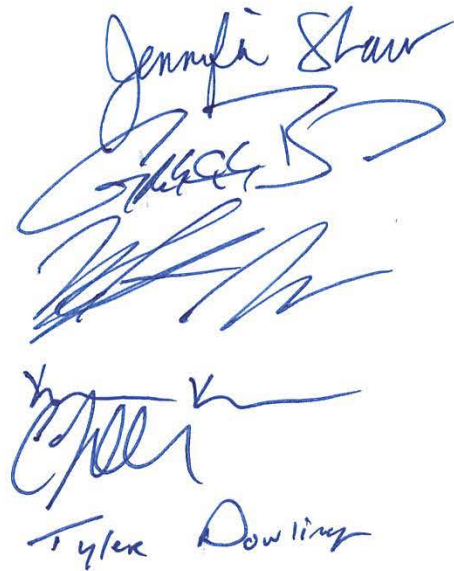
**ARTICLE 16  
HEALTH AND SAFETY**

**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

  
1250  
Bob Ruggia  
Jason M. Fisher  
Michael B. Crowe  
Pamela Baker  
Freddie Sims  
M. Ward  
Elyse N. Cotton  
T. Bush  
Janice Hendrix

For Company

  
Jennifer Shaw  
[Signature]  
[Signature]  
[Signature]  
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

*[Handwritten signatures for Union]*  
Jason M. Fisher  
James Hendrix  
Ug...  
Michael B. ...  
Bob Riggins

For Company

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

RD

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 [Signature]  
L. T. [Signature]  
Janys Hendrix  
Bob Riggs

For Company

Jennifer Shaw  
*[Signature]*  
*[Signature]*  
CPL  
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.

120



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  
Freddie Lewis  
[Signature]  
[Signature]  
Janet Hendrix  
Bob Riggs

For Company

Jennifer Shaw  
[Signature]  
[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  
Elmer H. Call  
  
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 the Union: Jason M. Fisher, Michael B. Am, Chad P. Allen, J. Madden, James Hendrick, Powell Bell, Ryan M. Coffey, Bob R. Higgins]*

For Company

*[Handwritten signatures for the 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.



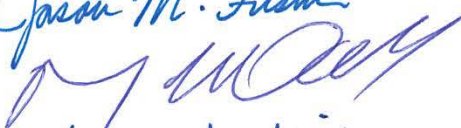

E. A documented trailer safety inspection process will be developed and implemented to ensure all trailers are free from damage and safe to load or unload with powered industrial equipment. Damaged trailers are to be identified,

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

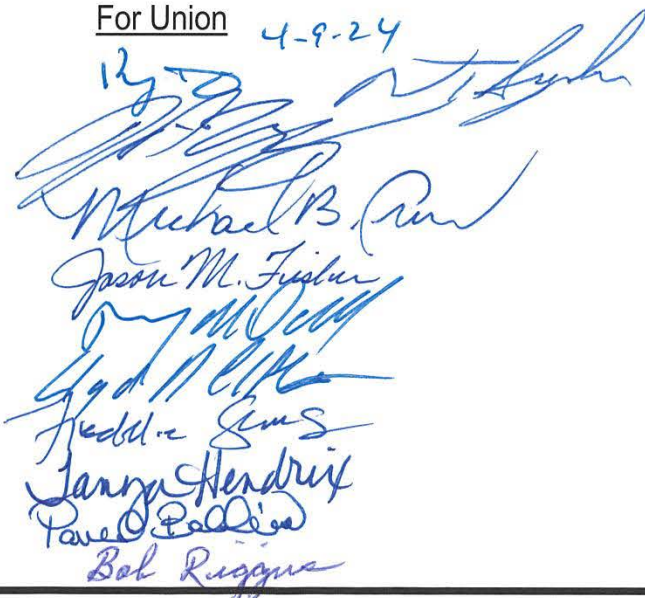
**Section 1.** It is the policy of Daimler Trucks North America LLC and the UAW that the provisions of this Agreement be applied to all employees covered by this Agreement without discrimination because of race, color, religion, age, national origin, status as a qualified person with a disability, sex, 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.

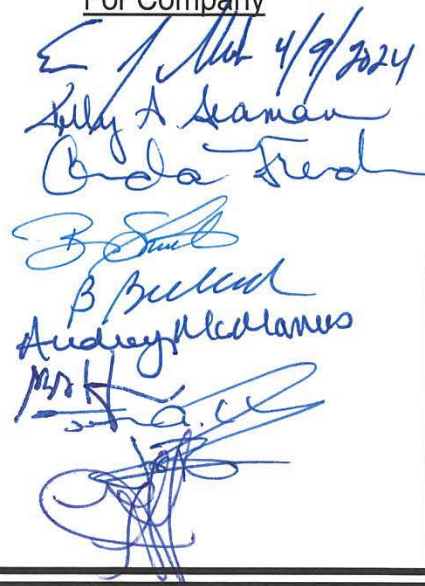
If appealed to Step 3, the Shop Chairperson of the Local Union, before deciding whether to take the grievance up with the Human Resource Manager or designee, may refer the claim to the Chairman of the Civil Rights Committee. The Chairman, or in special circumstances, the Co-Chairman of the Civil Rights 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  
  
Sally A. Seaman  
Cida Fred  
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. Crane  
Pamela Breaux  
Fredrick Sims  
Janice Hendrix

For Company

4/19/2024  
*[Handwritten signatures for Company]*  
Audrey McNamee

ALL  
COMMON ALL FACILITIES  
E/W



**TENTATIVE AGREEMENT**

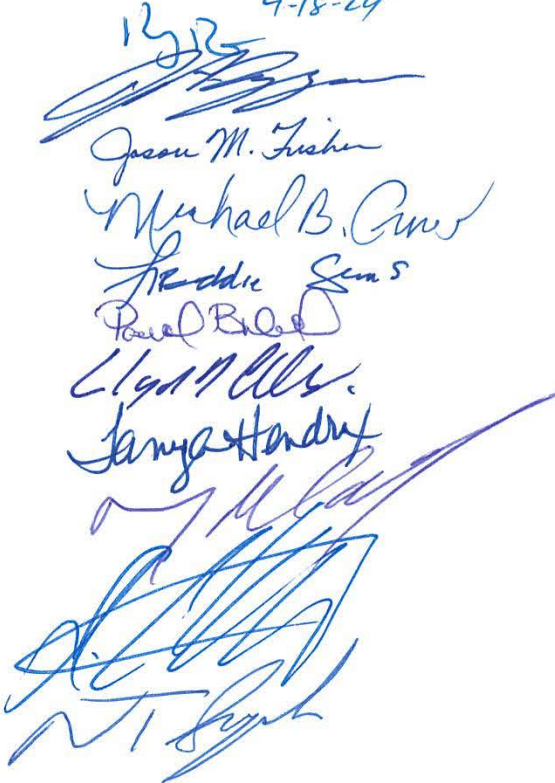
**ARTICLE 20  
MISCELLANEOUS**

**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  
Vanya Andriy

For Company

4/27/2024  
Kelly A. Seaman  
Aida [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]*  
Clayton 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**


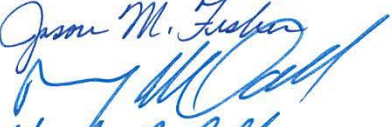

**ARTICLE 22  
SCOPE OF AGREEMENT**

**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. Fisher  
  
Greg M. Call  
Cliff D. Allen  
Neddie Sims  
Janice Hendrix  
Paul Ballie  
  
Bob Riggins

For Company

En / Mth 4/9/2024  
Kelly A Seaman  
Arda Fresh  
  
Beth  
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  
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.

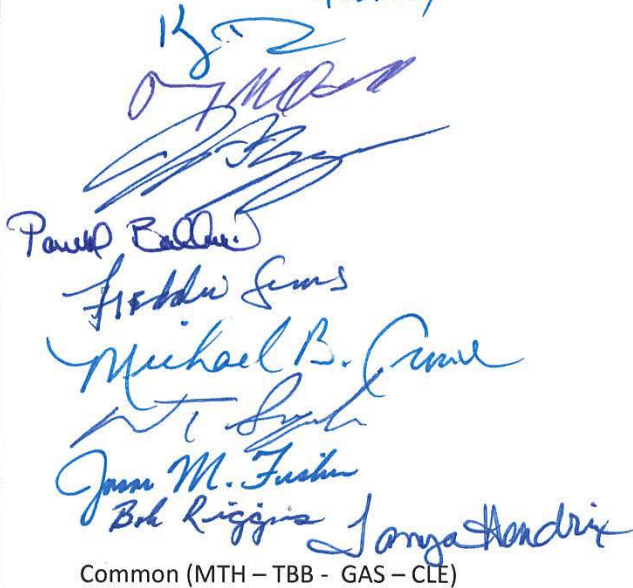
The payment of PTO shall be at the regular straight time rate for scheduled time not worked ~~during the course of a weekday workday.~~ PTO cannot be used to cover absences on Saturdays, **PTO can be used to cover absences on** Sundays, ~~or~~ and Holidays, **and will be paid at the straight time rate.**

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.

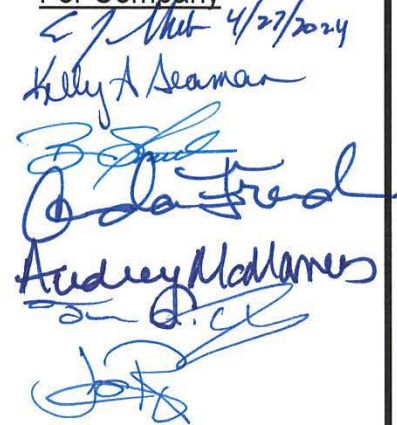
Each day of absence must be reported using the TIPS/IVR call in system **or time keeping app.** On any occasion when the system is inoperable, absences can **must** be reported by notifying plant security. **Refer to Article 9 for rules on using PTO the day before or after a holiday.**

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 McNamees  
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

*[Handwritten signatures for Union]*  
Michael B. [unclear]  
Jason M. Fisher  
[unclear]  
Lyle D. [unclear]  
Heather Sims  
Janaya Hendrix  
Pamela Ballentine  
[unclear]  
Bob Kiggins

For Company

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


**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  
Ramon Pablos  
W. Lysh  
Bob Riggins

For Company

*4/9/2024*  
  
Kelly A. Adams  
  
  
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  
Janaya 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. [unclear]

**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

4-9-24  
Ky 12  
Michael B. Crane  
Jason M. Fisher  
J. M. O'Neil  
John P. O'Brien  
Richard Sems  
Janice Andriox  
Pamela Ballou  
Bob Riggins

For Company

4/9/2024  
Erin M. Seaman  
Kelly A. Seaman  
B. Smith  
B. P. ...  
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  
Ladder Sims  
Paul Bobbio  
Lloyd N. Miller  
*[Handwritten signature]*  
Bob Riggata  
Janysa Hendrix

For Company

*[Handwritten signature]* 4/9/2024  
Kelly A. Seaman  
Orla Fied  
*[Handwritten signature]*  
B. Sullivan  
Audrey McLomus  
*[Handwritten signature]*  
*[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  
Bob Ruggins  
Janaya Hendrix

For Company

on 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. Olin  
Lloyd N. Clark  
*[Handwritten signature]*  
Bob Riggins  
Larry 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]*

**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'Call  
T. S. Smith  
Bob Ruggiere  
Janay 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

  
Jason M. Fisher  
Michael B. Cane  
M. W. [unclear]  
Janaya Hendrix  
A. [unclear]  
[unclear]  
Linda [unclear]  
Paul [unclear]  
Bob [unclear]

For Company

4/15/24

  
Kelly A. [unclear]  
Cinda French  
[unclear]  
[unclear]  
[unclear]  
[unclear]  
[unclear]  
Audrey McClamorous  
B. [unclear]

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  
[Signature]  
John M. Fisher  
[Signature]  
Parv B. [Signature]  
Michael B. [Signature]  
[Signature]  
Freddie [Signature]  
Janja Hendrix  
Bob Riggins

For Company

4/27/2024  
[Signature]  
Steve B. [Signature]  
[Signature]  
Kelly A. [Signature]  
Cinda [Signature]

**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.

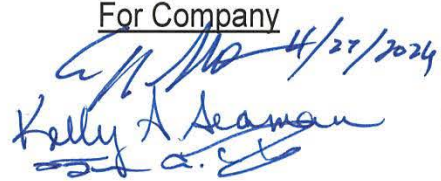


6/11

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

*Handwritten signatures for the Union:*  
KJD  
[Signature]  
[Signature]  
Mikael B. [Signature]  
[Signature]  
[Signature]  
Jason M. Fisher  
Tanya Andrew  
[Signature]  
Bob [Signature]

For Company

*Handwritten signatures for the Company:*  
Jaclyn [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. Carr  
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. Cunn  
Jason M. Fisher  
*[Signature]*  
Elyse H. Cline  
Hedda S. Suss  
Janey Hendrix  
Patrick B. DeLoach  
*[Signature]*  
Bob Higgins

For Company

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

Common (MTH – GAS – CLE – ATL – MEM) *WS*

*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

Common (MTH – GAS – CLE – ATL – MEM)

15

5/18

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>

Common (MTH – GAS – CLE – ATL – MEM) (2)

GAJ

**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
-----------------------	----------	-------------------

	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 & PTO BANK	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 EXCUSED	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)

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

15

4/10

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

For Company 4/27/2024

*[Handwritten signatures]*  
 Kelly A. Seaman  
 Linda Fred  
 B. [unclear]  
 Audrey McManus  
 [unclear]  
 [unclear]  
 [unclear]

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

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

### 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:

6/12

(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  
B. Smith  
J. Smith

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

## TENTATIVE AGREEMENT

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

### LETTER OF UNDERSTANDING CADMIUM AND HEXAVALENT CHROMIUM USE

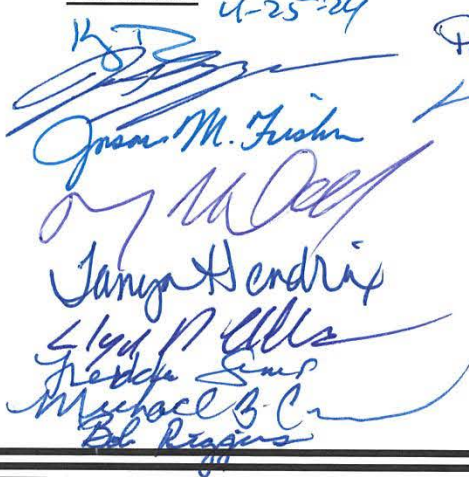
During the course of these negotiations, Management and the Union have held discussions concerning cadmium and hexavalent chromium in the workplace.

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.

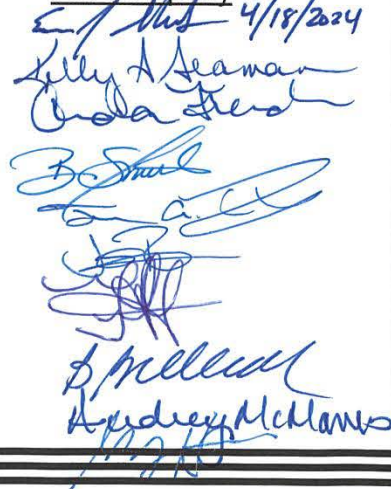
It has been agreed to by both parties that this letter of understanding will replace the previous Letters of Understanding regarding cadmium and hexavalent chromium use.

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 ~~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 Bell  
Uyd N. Walker  
[Signature]  
[Signature]  
Bob Riggins  
Janay Hendrix

For Company

*[Handwritten signatures for Company]*  
4/10/2024  
Kelly A Seaman  
Cinda French  
[Signature]  
[Signature]  
[Signature]  
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  
  
  
Michael B. [unclear]  
Kedra Song  
Paul [unclear]  
Jason M. Fisher  
Janya Hendrix  
[unclear]  
Bob [unclear]

For Company

  
  
Eun [unclear]  
  
  


## **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. Crane  
Jason M. Fisher  
*[Handwritten signature]*  
Lloyd A. Allen  
Freddie Sims  
Janaya Hendrix  
Dana Ballard  
*[Handwritten signature]*  
Bob Higgins

For Company

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

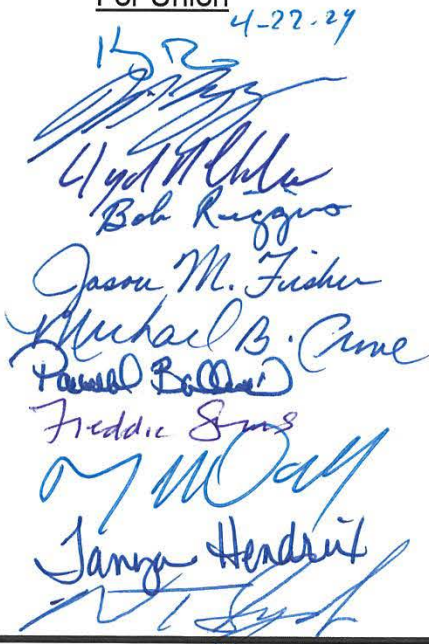
## TENTATIVE AGREEMENT

### LETTER OF UNDERSTANDING HEALTHCARE CONTINUATION TEMPORARY SENIORITY EMPLOYEES

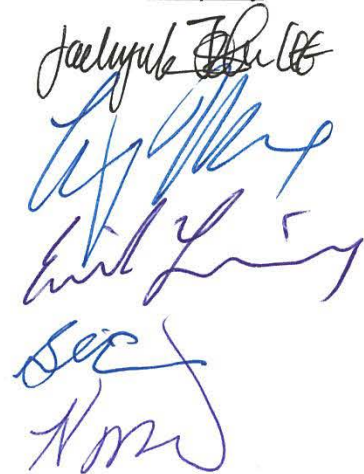
Mutual agreement was reached on health care continuation with regard to the following groups or classifications of employees:

- 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  
Paul Boland  
Freddie Sims  
M. O'Call  
Janice Hendrix

For Company

  
Jaclyn...  
...  
...  
...  
...

*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.

*120*



**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

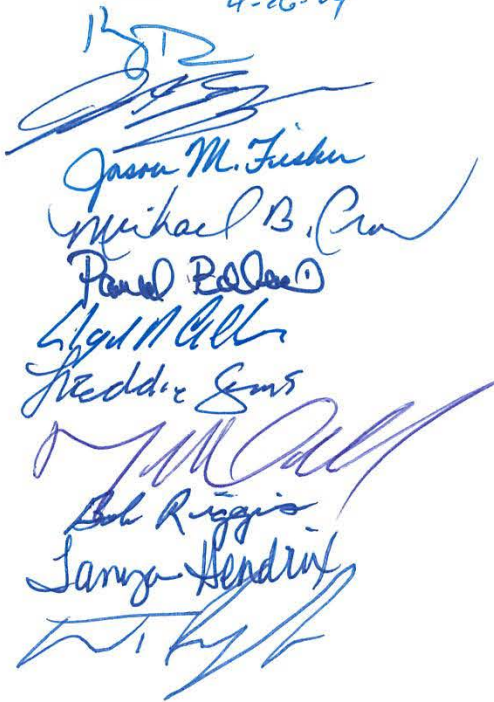
Advance notification by employees of absence from work is required in order to allow Management to make the necessary manpower adjustments. Employees that will be absent for the day are required to notify the Company via the standard call in procedure no later than ~~twenty (20)~~ **fifteen (15)** minutes 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

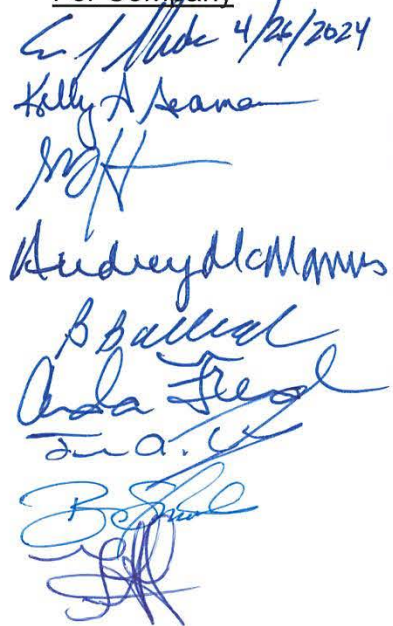
The program will be administered on a continuous twelve (12) month basis beginning on the date of the employee's first occurrence. Occurrences will be accumulated over a twelve (12) month period. On the anniversary of the date in which the Late Call In occurred, it will be subtracted from the employee's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

  
Michael B. Ornel  
Jason M. Fisher  
Neddie Sims  
Pavel Bodin  
Lyd A. Allen  
  
  
Bob Kiggins  
Janice Hendrix

For Company

 4/10/2024  
Kelly A. Staman  
Cindy Fresh  
  
  
Audrey McManus  
B. Bell

## TENTATIVE AGREEMENT

### LETTER OF UNDERSTANDING NAFTA PENSION PROJECT

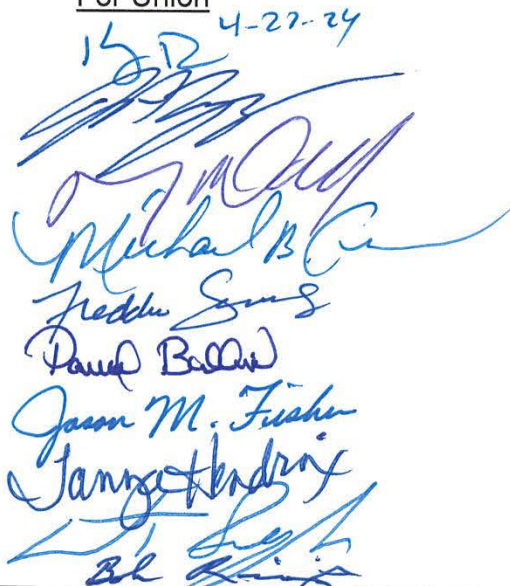
During these negotiations, the Company and the Union have discussed the impact the NAFTA Pension Project may have on employees covered under this Agreement. It is understood that the Company maintains its right and obligation to administer pension and retirement programs, subject to the requirements 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 Hendrix  
Al King

For Company



## TENTATIVE AGREEMENT

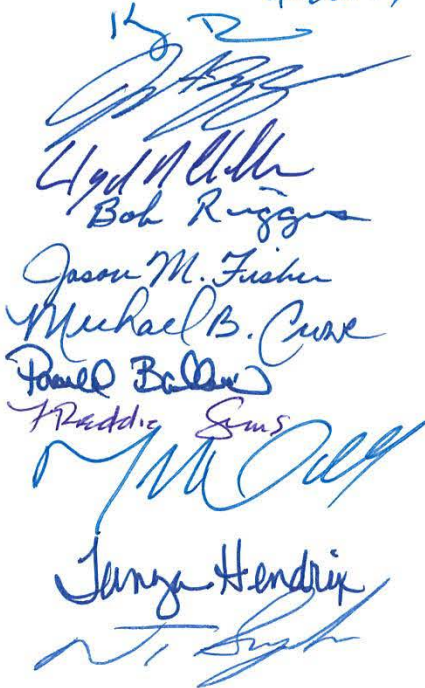
### LETTER OF UNDERSTANDING NATIONAL HEALTH CARE

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 H. 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 Murt  
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.

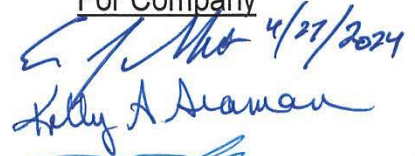




For Union 4-27-24

  
George M. Fisher  
Huddie Sims

Power Bellini

  
Michael B. Gove  
LT Gove  
Bob Riggins  
Janaya Hendrix  


For Company

  
Kelly A Swanson  
  
  
  
  
Adeyuladarams



## 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  
Paul B. ...  
Henderson Sims  
Janyx Hendrix  
N. T. ...

For Company

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

100

1/2

**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




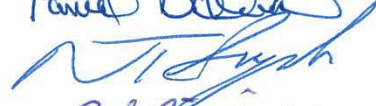
E. [Signature] 4/9/2021  
Kelly A. Seaman  
Coda [Signature]  
[Signature]  
[Signature]  
Audrey McLomus  
[Signature]  
[Signature]  
[Signature]

**TENTATIVE AGREEMENT**

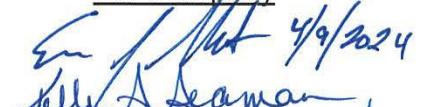



**LETTER OF UNDERSTANDING  
TRUCK OPERATING SYSTEM / TOTAL PRODUCTIVE MAINTENANCE**

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  
David Bellard  
Ugd V. Clarke  
M. J. O'Connell  
Bob Riggins  
Lanaya Hendrix

For Company

 4/10/2024  
Cinda Trend  
Kelly A. Seaman  
Bryant  
P. H. H. H.  
Audrey McManus  
Dan Duct  
J. S. P.  
J. S. P.  
J. S. P.

## 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

BR 6/8

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.

BA E/S



#### 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


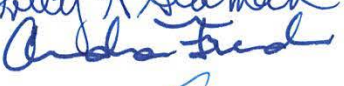


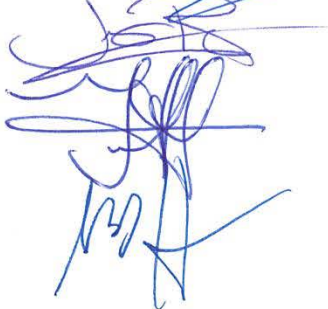
complete formal EAP referral and follow all requirements set forth by EAP. Employee is required to sign off on disclosure and release form so Company Representative can independently determine if requirements set forth by EAP are being followed. Failure to comply with EAP referral or refusal to sign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

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

For Company

  
Don  
Jim May  
Eric Young  
Steve  
Steve

**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]

UAW

## 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
---	---	--------------------------------

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]*  
...  
...  
...  
...  
...

# 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

Handwritten initials in the bottom left corner.

**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**

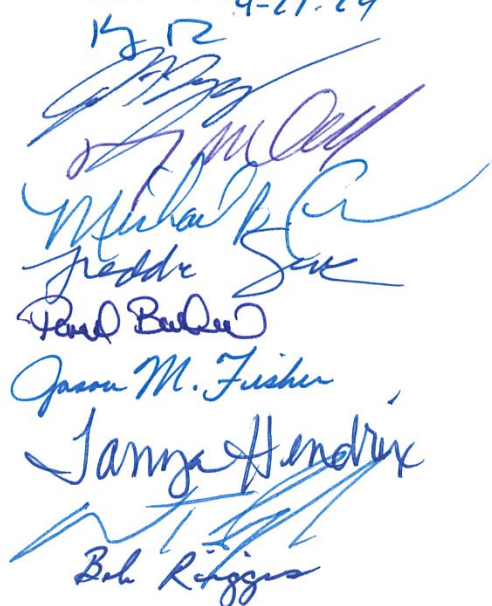
<b>Benefit Period</b>	Calendar Year
<b>Deductible</b>	\$0 Individual - Applies to Class II, III, and IV
<b>Member Coinsurance</b>	0% for class I services, 20% for class II services, 20% for class III & IV services
<b>Dollar Maximums</b>	<b>\$2,000</b> per member for covered class I, II and III services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

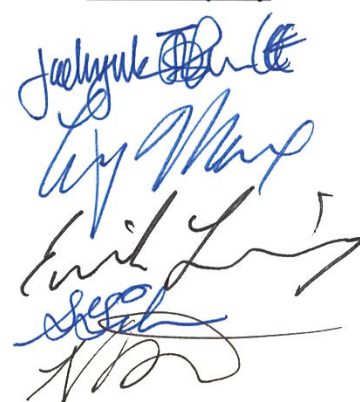
Our Dental plan includes a discounted dental network that reduces out- of-pocket costs when members use network dentists. Network dentists have signed agreements to accept a reduced, discounted network fee schedule, as payment in full for covered dental services. Members have lower out-of-pocket costs 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]
   
 Erik [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.**

15

KIS

**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**

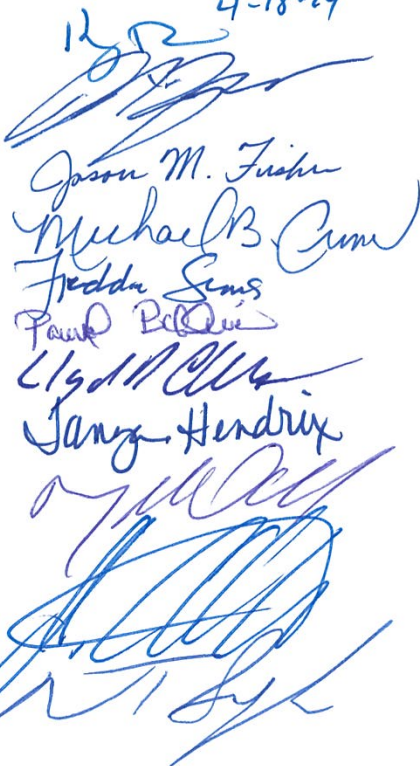
Health Benefits

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  
[Signature]  
[Signature]  
[Signature]

For Company

  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

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 Hunt  
  


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.  
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

*142 R*  
*[Signature]*  
Jason M. Fisher  
Michael B. Crew  
Freddie Sims  
Paul Belle  
Walter  
Tanya Hendrix  
*[Signature]*  
*[Signature]*

For Company

*Jaelyn Daulton*  
*[Signature]*  
Eric King  
*[Signature]*  
Nina

**TENTATIVE AGREEMENT**

**ATTACHMENT C  
BENEFIT PLANS**

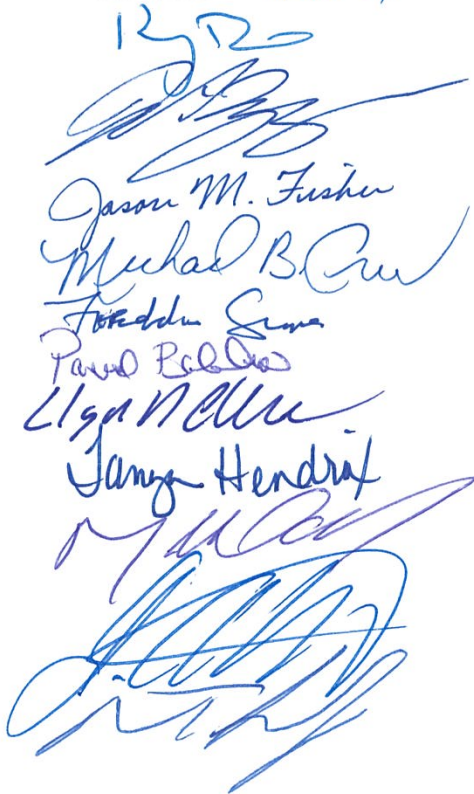
**Life Insurance Benefits and Disability Plans**

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.

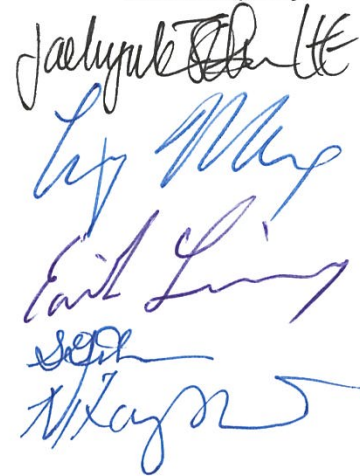
3) Employees will have the option to purchase additional supplemental insurance equal to Daimler Trucks North America LLC Management, **except for items stated below.**

**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.

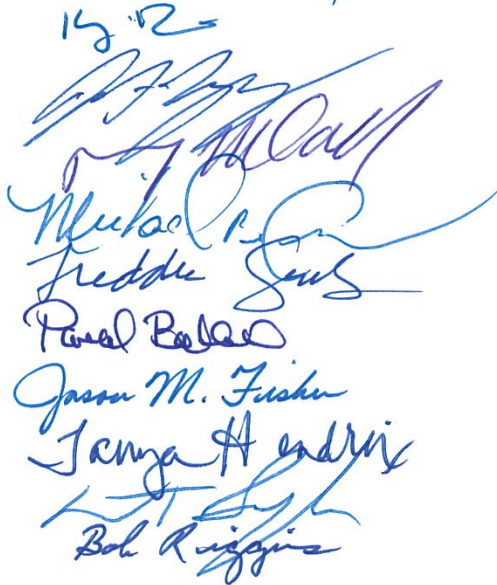
12. Effective January 1, 2025, all new hire employees who are automatically enrolled in employee regular pay deferrals will have their employee contributions escalate 1% annually to a maximum of a 9% contribution to the 401(k) Plan. Also effective January 1, 2025, employees currently in automatic escalation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



## 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 Sinc  
Paul Balao  
Jason M. Fisher  
Gary Hendry  
Bob Kellogg

For Company

Kelly A. Seaman 4/27/2024  


**TENTATIVE AGREEMENT**

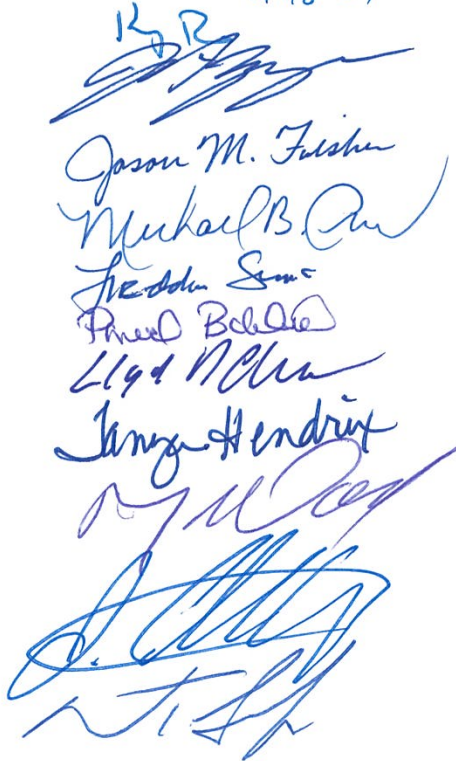
**ATTACHMENT C  
BENEFIT PLANS**

**Part I: STD Benefits**

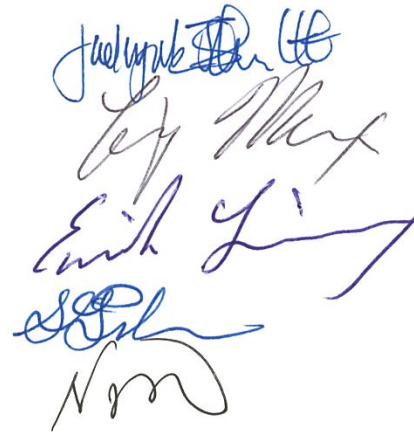
Applying for STD Benefits

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

  
Jason M. Fisher  
Michael B. Orr  
Tredon S...  
Prasad Behlke  
Lloyd Nelson  
James Hendrix  
[Signature]  
[Signature]

For Company

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

## 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

**End Date if Released With Restrictions That Can't be  
Accommodated**

**(The replacement of the Bridge Benefit)**

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.

Seniority	Under Age 61 at DOD	Age 61 to 67 at DOD	Age 68 or Older at DOD
12 months to less than 10 years	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
10 or more years	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]  
MB

For Union 4-27-24

For Company

[Signature]  
[Signature]  
Michael B. [Signature]  
[Signature]  
Paul Ballou  
Jason M. Fisher  
Janya Hendry  
[Signature]  
Bob Riggan

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Handwritten initials in the top right corner.

**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.~~




Handwritten mark resembling the number '5' in the bottom left corner.



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]*

**TENATIVE AGREEMENT**  
**Gastonia**

**ARTICLE 1 RECOGNITION**

The Company recognizes the Union as the exclusive representative for Production and Maintenance employees at its production facility located at 1400 Tulip Drive, Gastonia, North Carolina and Fairview located at 2650 Fairview Road for the purposes of collective bargaining in respect to rates of pay, wages, 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 in the Recognition Agreement signed by the Union and the Company on January 29, 2003.

For Union

2/27/24

*[Signature]*  
A Syggs  
Bruce Sawyer  
Boggs

For Company

2/27/24

*[Signature]*  
Bobby L. Learner  
*[Signature]* 2/27/24  
*[Signature]*  
michel wecker  
Thomir Smith  
*[Signature]*  
*[Signature]*

BR

## TENTATIVE AGREEMENT

### Gastonia

#### Article 3 Representation

Section 1. The Union shall be represented in the plant by four (4) full-time Representatives on the day shift. One (1) Representative shall be elected or appointed to serve as Local Union Shop Chairperson. Additionally, there shall be one (1) Representative appointed by the ~~Vice President~~/Director of the Heavy Truck Department to serve as a full-time Benefits Representative for 50 hours per week. There shall be another full-time representative appointed by the ~~Vice President~~/ Director of the Heavy Truck Department to serve as the Health and Safety Representative for 50 hours per week and one (1) full time Representative appointed by the ~~Vice President~~/Director of the Heavy Truck Department to serve as full time Sourcing Representative for 50 hours per week.

One (1) Representative shall be elected or appointed to serve as Local Union President and will be paid by the Company up to 24 hours of straight time per week to perform Union business inside the plant. Skilled Trades representation under Article 33 will be handled by the Skilled Trades Representative/Chairman of the Skilled Trades Committee and will represent Skilled Trades as needed. In addition, an appropriate number of shop Committeepersons will be recognized as provided for in Section 2 below. At the time of their election or appointment to office, all Committeepersons and Representatives shall be employees on the active payroll of the Company. At that time, the Union will provide written notice to the Company that an employee is authorized to act on behalf of the Union.

One individual will be appointed by the ~~Vice President~~/Director of Heavy Truck Department to act as an Employee Assistance Program (EAP) Representative for up to forty (40) hours per week. The backup EAP representative will be assigned on an as needed basis.

Section 2. The calculation of Committeepersons per shift will be apportioned on the basis of one (1) per every one hundred fifty (150) Bargaining Unit employees, or a major portion thereof. If there are less than fifty (50) employees, then the Committeeperson will be assigned a position on the floor and will perform the Committeeperson duties as needed.

Section 3. Alternate Committeepersons for each area and alternate Representatives will be permitted to function when the regular Committeeperson or Representative is absent and/or out of the plant. The Union will notify the Human Resources Department when an alternate is acting in place of a Committeeperson or Representative.

Section 4. Committeepersons/Representatives will handle grievances in Steps 1, 2, 3 and 4 of the grievance procedure only for employees in their respective area of jurisdiction within the plant.

Section 5. No employee shall stop his assigned work for any purpose related to the investigation or settlement of a grievance without promptly requesting permission of his supervisor to do so, which shall normally be granted within one hour, unless it regards an immediate safety issue.

Section 6. Should a Committeeperson wish to discuss a grievance with an employee, he shall make his desires known to his supervisor and request permission. If the discussion requires him to enter a work area other than his own, he shall report to the supervisor of that area, state his reason for being there,

32

and request permission to meet with the employee with whom he needs to speak. It is understood that where the above discussions are permitted, they will be as brief as possible and Committeepersons and employees will promptly return to their jobs.

Section 7. Where grievance handling activities occur during regular working hours, it is understood that the time so spent will be reasonable. Where such activities extend beyond regular working hours, overtime pay will only be given upon prior consent of the Company.

Section 8. 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 9. 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 10. The four (4) full-time Representatives of the Union shall be paid by the Company, at the straight time rate of their regular classification for fifty (50) hours per week. Alternates functioning when the full time Representatives are absent from work will be paid at the same applicable rate of ten (10) hours per day (applies to full day periods only). All full-time Committeepersons will be paid by the Company, at the applicable rate of their regular classification. All Union Committeepersons will be required to badge in/out and will only be compensated for those hours. Union Representatives and/or Committeepersons will also be required to comply with all other provisions of the Agreement. Committeepersons will function as Union Committeepersons on weekend overtime and will be paid consistent with Article 8, Wage Rates and Overtime. When employees are working weekend overtime in a Committeeperson's district, the Committeeperson shall be allowed to function as a Union Committeeperson. In the event the Committeeperson is unavailable to cover for representation on overtime, an alternate Committeeperson, or one (1) of the Representatives, will be scheduled to work.

All Committeepersons will be allowed to sign up for overtime in a non-representative capacity, provided they sign up consistent with Article 8 Wage Rates and Overtime.

Section 11. It is understood, that when employees are working overtime in a Committeeperson's district on another shift, the Committeeperson from such district shall be included in the overtime work. The representation shall only be for incidents that occur during the overtime period. If there are no issues during the overtime period, it is understood that the Committeeperson working the overtime will be working in the shop.

Section 12. It is understood by the Company that the full-time Union Representatives specified in Article 3 Section 1 and Section 10 of the Labor Agreement will have all such time counted as time worked for all purposes under the contract and related benefit plans, including but not limited to: the Pension Plan; the Life, Accident and Disability Plans; the Health Care Plans; Holidays, Vacations; and the Employee Retirement Savings Plan (401(K)).

Section 13. All full-time Union Representatives, Committeepersons, and Alternates will maintain a DTNA email account and comply with all DTNA policies. All full-time Union Representatives, Committeepersons, and Alternates will have access to the Company's time-keeping systems to view bargaining unit employee time records/information and to run basic time and attendance reports which include

BR

supervisor notes.

Section 14. All Union Representatives and Committeepersons who cease to hold their position will return to their last awarded job on the shop floor.

For Union

3-19-24

~~John D.~~

M. G. G. 3-19-24

Bruce Sawyer 3/19/24

Anthony Od

A. Syggs

Bill Ross UAW

Bob Ruggers

For Company

Swad 3/19/24

Swad 3/19/24

J.R.

Bobby Leam

John V

John Smith



2/26/24

6:30 PM

**TENTATIVE AGREEMENT**  
**Gastonia**

**ARTICLE 5**

**SENIORITY**

**Section 1.** See Common Language

**Section 2.** See Common Language

**Section 3.** See Common Language

**Section 4.** See Common Language

**Section 5.** See Common Language

**Section 6.** Notwithstanding their natural seniority, all active Committeepersons under Article 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, employees designated as the President of the local Union, Shop Chairman, members of the Bargaining Committee, Health and Safety Representative, and the Benefits Representative of the Local Union shall be deemed to have the top seniority in the Plant.

**Section 7.**

**Step 1.** For the purpose of establishing seniority, employees with the same hire date will be rank ordered (top to bottom) based on the last four (4) numbers in their social security number. Among a group of employees with the same hire date, those with the lowest number will be considered to have more seniority.

**Example:**

<u>Social Security #</u>	<u>Name</u>	<u>Hire Date</u>
487-96-1187		10/25/79
643-12-4086		10/25/79
198-83-7541		10/25/79
327-47-9438		10/25/79

**Step 2.** Employees who have the same hire date and the same last four (4) numbers of their social security number will be rank ordered (top to bottom), for purposes of seniority, according to their last name.

**Example:**

<u>Soc. Sec. #</u>	<u>Name</u>	<u>Hire Date</u>
*243-78-8190		10/25/1979

JR BR

245-80-8190	10/25/1979
268-58-8190	10/25/1979
247-61-8190	10/25/1979

Those employees with the first letter of their last name 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.

**Step 3.** Employees who have the same hire date, the same last four (4) numbers of their social security number, 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 in the following manner:

Add the last four (4) digits of the employee's social security number together, and the employee with the highest total will have the most seniority. If the sum total of the last four (4) digits is equal, the middle two (2) numbers will be added together and, if necessary, the first three (3) digits.

**Example:**

<u>Soc. Sec. #</u>	<u>Name</u>	<u>Hire Date</u>
*243-78-8190	Michael D. Fulbright	10/25/89
245-80-2631	Michael D. Fulbright	10/25/89
268-58-2206	Michael D. Fulbright	10/25/89
247-61-2710	Michael D. Fulbright	10/25/89

In the above example, the employees are ranked in seniority order by the value of their Social Security number.

**Step 4.** 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 5.** 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.

**Example:**

<u>Nm. When Hired</u>	<u>Nm. Changed To</u>	<u>Nm. for Sen. Ranking</u>
Mary Ann Adams	Mary Ann Williams	Mary Ann Williams – (Adams)

**Section 8.** The Company agrees that when new job opportunities exist at all DTNA Gastonia Components and Logistics facilities covered by this agreement, the Company will first recall employees that have recall rights as a result of being laid off. In the event that there are no employees that have recall rights, the Company will give consideration for hire to those Gastonia Components and Logistics 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.

It is understood the Union will not hold the Company responsible for the employee's failure to provide correct employee contact information. Anytime an employee needs to be called at home for layoff/recall, overtime, or a discipline related issue a Union rep must be present in person or on conference call.

*JR BA*

For Union

My [Signature] 2/26/24  
H. Syggs  
Bruce Sawyer

Boog Rom 2/26/24

For Company

[Signature] 2/26/24  
Bobby Pearson  
[Signature] 2/26/24  
J.R.  
michel woolford  
Thomas White  
[Signature]  
[Signature]

JR RR

2/20/24

**TENATIVE AGREEMENT**

**Gastonia**

**Article 7**

**Hours of Work**

**Section 1.** Employees will be scheduled to work forty (40) hours per week consisting of five (5) consecutive eight (8) hour days. The normal workweek will be Monday through Friday.

A) The normal shift hours will be:

First Shift (days) 6:30 a.m. to 2:30 p.m.

Second Shift (afternoons) 2:30 p.m. to 10:30 p.m.

Third Shift (midnight) 10:30 p.m. to 6:30 a.m.

**Fourth Shift A (Fri, Sat, Sun) 6:30 a.m. to 6:30 p.m.**

**Fifth Shift A (Sat, Sun, Mon) 6:30 p.m. to 6:30 a.m.**

**Mandatory/Volunteer (8) Hour weekend hours**

**First shift (days) 6:30 a.m. to 2:30 p.m.**

**Second shift (afternoons) 2:30 p.m. to 10:30 p.m.**

**Third shift (midnight) 10:30 p.m. to 6:30 a.m.**

**Mandatory/Volunteer (6) Hour weekend hours**

**First shift (days) 5:30 a.m. to 11:30 a.m.**

**Second shift (afternoons) 11:30 a.m. to 5:30 p.m.**

**Third shift (midnight) 10:30 p.m. to 4:30 a.m.**

BR

~~All shifts will include one (1) paid thirty-five (35) minute break/lunch that will start upon completion of the remodeling of the cafeteria. This one break schedule will be implemented on a sixty (60) day trial period at Tulip **and** Facility. Fairview will continue to run on a two break schedule. At the conclusion of the trial period, the membership will vote on whether to keep the one break schedule, or revert to the original two (2) breaks to include one (1) paid 15 minute break and one (1) paid twenty (20) minute lunch. The election committee will conduct the vote at Tulip Facility in the training rooms.~~

Employees who are scheduled to work more than nine (9) hours but less than twelve (12) hours will be given an additional ten minute break. Employees working twelve (12) hours will be given a fifteen (15) minute break.

Breaks to be taken as follows:

- If they are working before their normal shift, their break will be at the end of the prior shift.
- If they are working after their normal shift, their break will be at the beginning of the next shift.

Employees who work two (2) full shifts will only take the normal breaks as provided for each shift.

Employees in support groups (material handling and quality assurance) will work the same hours as the group they support. Maintenance and E-coat startup personnel may be required to start up to two (2) hours early.

B) The normal workweek/**voluntary overtime** 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. If the normal work week schedule changes, the Company will provide two (2) weeks notice prior to implementation.

C) It is understood that this Agreement does not guarantee to any

BR

JR

employee any number of hours of work per day or per week or days of work per week.



**Section 2.** Any employee reporting for work (including signing in at the plant gate), shall be given a minimum of four (4) hours continuous work or four (4) hours of pay. Employees shall be deemed to have been ordered to work unless notified 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, compressor failure, E-coat system failure or act of God.

**Section 3.** 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 pay based on the overtime rate of pay that would have been in effect had the employee been continuously on the payroll since the completion of his regular shift. If an employee is called to report in to work a maximum of 2 hours prior to the start of his normal shift, he will not be eligible for call-back pay.

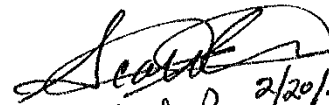

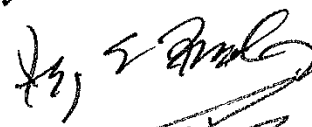


**Section 4.** The parties agree to consider alternative work schedules during the term of this contract in order to best achieve fluctuating production requirements inherent in the cyclical commercial vehicle market. Various potential shift configurations will be presented by the Company if required. Additional proposals from the Union will likewise be discussed. If necessary, the objective will be to significantly increase production and manpower without incurring expensive facilities expansions to accommodate unsustainable rates. Mutual agreement to an alternative work schedule will not be unreasonably denied.

BR JD

For Union

 2/20/24  
 2/20/24  
 Bruce Sawyer 2-20-24  
 Anthony Nelson 2/24/24  
 Bob Row 2/20/24  
 ASygs 2/2/24

For Company

 2/20/24  
 Bob L. Pearson, Jr 2/20/24  
 Michele Woolford  
 Domingo Thurma Smith  
  
  
  


BR

**TENTATIVE AGREEMENT**

**Gastonia**

**ARTICLE 8**

**WAGE RATES AND OVERTIME**

**Section 1.** On the effective date of this Agreement the wage rates and classifications shall be as set forth within this contract.

**Section 2.** All wage adjustments, including automatic progression wage adjustments, will be computed on the first day of the pay period following the calendar week in which the employee qualifies for the adjustment.

Employees will be credited for all service time on the payroll with respect to the automatic progression schedule, including temporary layoffs or leaves of absence of thirty (30) calendar days or less. Employees will not be credited for advancement purposes for any time exceeding thirty (30) calendar days on layoff or leave of absence.

Employees who change jobs as a result of a promotion, demotion, or transfer within the Plant will move vertically on the progression schedule to the new applicable job rate.

At the Company's option, new employees with prior experience may be hired as a grade four (4) or grade five (5) at the entry level of the progression schedule, excluding skilled trades, which can be hired in at any step level of grade or progression.

**Section 3.** See Common Language

**Section 4.** The regular scheduled work week starts at 12:01 a.m. Monday and ends 168 hours thereafter, except for those employees on third shift operations starting Sunday night in which case their regularly scheduled

125

SR



workweek starts with the beginning of their shift Sunday night and ends 168 hours thereafter.

A. Time and One-Half

1. For time worked in excess of eight (8) hours in any continuous period, beginning with the starting time of the employees shift.
2. For time worked on Saturday.

B. Double Time

1. For time worked on the calendar Sunday.
2. For time worked on the calendar Holidays.
3. All hours worked in excess of ten (10) hours on Saturday in any continuous period, beginning with the starting time of the employees shift.
4. All hours worked in excess of ten (10) hours in any continuous period, beginning with the starting time of the employees shift.

C. All paid sick time, and vacation time will count towards the calculation of overtime.

**Section 5.** Overtime work will be voluntary, with limited exceptions as indicated below, and will be distributed among able employees in the "overtime groups" set forth in attachment D.

**Section 6.** Team Leaders may be assigned by seniority to multiple work groups within their Operating Units for daily or weekend overtime. If the majority of the work group is working, the normally assigned team leader will be included in the overtime.

**Section 7.** Selection of employees to work overtime will be as follows: For purposes of this article "Able to perform the job" shall mean that the employee is familiar with how to run the equipment, perform the necessary part inspection, and have any certifications that are required for that job. If the Supervisor determines that there is a reason to skip an employee when highlighting for overtime, said Supervisor will communicate the reasoning to the area Committeeperson. Any issues



will be discussed between the Supervisor and the area Committeeperson.

1. Daily, weekend, or holiday overtime work will be granted to the senior volunteer(s) able to perform the work. Overtime groups are recognized as each classification within a work group. In all cases, employees are encouraged to work overtime voluntarily when it is available so that mandatory assignments can be minimized.
  - A) A voluntary overtime sign-up sheet will be posted in all Operating/Support Units on Monday for employee(s) who want to volunteer for daily overtime. Any employee scheduled to work will be highlighted. To be eligible, an employee must sign the primary overtime sign-up sheet four (4) hours prior to the end of their shift. Overtime will be granted to the senior volunteer(s) able to perform the work.
  - B) Voluntary signup sheet will be posted in all Operating/Support Units on Monday for employee(s) who want to volunteer for Saturday and/or Sunday overtime. An employee desiring to be considered for Saturday and/or Sunday overtime must sign the overtime signup sheet four (4) hours prior to the end of their shift on Wednesday. These voluntary overtime sheets will be removed from the floor at mid-shift and highlighted. Overtime will be granted to the senior employee(s) able to perform the work. If a sufficient number of employees cannot be obtained, then volunteers from other work groups may be solicited where practical.
  - C) All daily voluntary overtime sheets will be removed from the floor at mid-shift and highlighted.
  - D) The selection order for working voluntary overtime will be as follows:
    1. Employees within the classification of a work group on shift
    2. Employees from all classifications within a work group on shift
    3. Employees from all other work groups on shift
    4. Employees from any work group on all shifts

JR

- E) Overtime work will be distributed amongst employees who are highlighted to work in the following manner:
- An employee highlighted for overtime on their shift will automatically run their specific job or job in rotation if the machine or job is running.
  - All other employees will choose by seniority according to the selection order for the overtime listed above.
- F) In the event overtime for Sunday is not determined until Saturday, the senior employee(s) that signed the volunteer list and is not present on Saturday, will be called with a Union Representative present to determine if the employee still desires to work and offer the overtime.
- G) In the event the Company decides to run a one (1) shift configuration for voluntary weekend **and/or holiday** overtime, it will be rotated between the shifts. Shift hours will be determined by management.
2. Employees who want to volunteer for available overtime must sign-up on the posted sign-up sheet. Overtime will be granted to the senior volunteer(s) able to perform the work. When a new employee enters the group, their name will be entered by seniority on the list for the appropriate overtime group. If sufficient employees cannot be obtained using the above procedure, eligible volunteers will be solicited from any work group, whenever practicable.
3. If sufficient volunteers are not acquired by the above procedure, the overtime may be made mandatory for necessary employees within the overtime group, by seniority, beginning with the least senior employee able to perform the work.
4. If the Company deems it necessary to work overtime in a complete overtime group, the overtime may be mandated without first soliciting volunteers. If employees from the workgroup elect to take vacation to relieve themselves of mandated overtime, the Company has the right to post auxiliary overtime sheets to solicit volunteers to cover for vacations without releasing anyone in the workgroup from mandated



overtime.

When overtime is scheduled, it will be limited to no more than two (2) hours on a daily basis and no more than eight (8) hours on Saturdays. It is further understood that no employee will be required to work in excess of (28) hours of mandatory overtime per month, including a maximum of two (2) non-consecutive Saturdays per month. The Company may schedule up to four (4) additional Saturdays per contract year if necessary, in response to extreme market demands or loss of production due to weather related issues. These additional Saturdays will be limited to one (1) per month (Non-consecutive Saturday provision does not

apply). These additional Saturdays must be communicated to the Union prior to being scheduled. Also one (1) additional Saturday may be mandated for physical inventory for all materials personnel.

If Saturday overtime is scheduled by the Company and then if not cancelled before the end of the employee's shift on Thursday, the day scheduled will count towards the monthly maximum.

The provisions of this Article that restrict the right of the Company to mandate any overtime work may be suspended temporarily by mutual agreement, if operations are interrupted by emergency situations such as extended power shortages, fire, tornado, flood, hurricane, or other acts of God; government mandated work, major (non-preventable) equipment problems, and significant raw material shortages. The Union will not unreasonably withhold its agreement.

5. If due to unforeseen circumstances, overtime planned for an overtime group is no longer necessary the Company will determine the number of employees needed in the work group; then by seniority solicit who wants to stay in the work group. The remaining employees in the work group will be given the option of being assigned to another work group or clocking out and going home. Employees who do elect to clock out will do so without pay or penalty.
6. Employees may not refuse to work mandated overtime without a justifiable reason for extraordinary circumstances. Employees who are scheduled to work daily overtime will only be excused if using Paid Sick Leave at the beginning or end of their shift in conjunction with scheduled overtime.

*JR*

7. It is not the intent of the Company to schedule mandatory overtime work when there is not a good faith reason to believe that the overtime work may be required. However, it is recognized that there are occasions when scheduled overtime work will be cancelled. The Company will endeavor to consider employees' personal circumstances and potential hardships in the event it is necessary to cancel scheduled overtime.
8. 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 make-up work. It is the Company's intent to correct mistakes on the same day if they are brought to the attention of the Supervisor prior to the end of the shift.

If the mistake is brought to the attention of the supervisor (at least 1 hour before the end of the shift), on the last day before the overtime is to be worked, and the mistake is not corrected, the company will pay to the employee(s) who were skipped or otherwise missed, the appropriate rate equal to the hours worked by the employee(s) who worked the overtime.

If a mistake is made on a daily/weekend day and an employee is moved into a position where someone was denied work and the denied employee(s) discovers the mistake at the start of the next regularly scheduled work day the employee returns to work, the denied employee(s) will be paid the appropriate rate equal to the time worked by the employee(s) who worked the overtime in that position. If the amount of time cannot be determined through Kronos or through other means, the employee(s) will be paid for the entire shift worked.

Note: This does not apply if the Supervisor and Committeeperson attempted to call the employee.

If an emergency situation arises where work needs to be performed at any time in an area where no employee was assigned to work, any qualified employee working in the facility could be reassigned to perform said work. Justification of such work will be provided to the

JR

Union.

9. Employees will be notified by Wednesday (by end of shift) for mandated Saturday work unless an emergency situation arises. Posting of the overtime requirements by Wednesday constitutes notification. The Company is not required to provide additional notification due to employee absence (provided the employee reports to work at any time during the work week after the overtime has been posted). Employees will not be mandated to work such overtime if vacation, personal days, personal leave, or bereavement has been approved for them on the Friday preceding or Monday following the mandated work, subject to Article 10 Section 4A. In these instances these hours will count towards the twenty eight (28) hours of mandated overtime.
10. Employees who are scheduled to move from 2<sup>nd</sup> shift to 3<sup>rd</sup> shift will have the option to work or be excused for a scheduled mandatory Saturday before they move.
11. All Sunday overtime will be voluntary.
12. Employees will be notified at least one (1) day in advance (by mid-shift) for scheduled mandated daily overtime work. When daily overtime is being mandated for an extended period, employees will be advised of the approximate duration.
13. No mandatory overtime will be scheduled in connection with any holiday weekend. This does not apply to Skilled Trades employees who may be required to work for non-production project work and preventative maintenance functions. The Company will provide as much advanced notification as possible on work planned on holiday weekends.
14. Notice of canceling or scheduling will be posted in all Operating/Support Units.
15. No overtime shall exceed 16 hours i.e. two (2) complete shifts not exceeding 16 consecutive hours in a 24 hour period.
16. Employees that volunteer for any weekend overtime must work the entire shift hours that is stated on the overtime posting.
17. The employee's first obligation is to their own shift and workgroup.
18. Employees will not work partial shifts in conjunction with the 16 hour

JR

rule. For example, if an employee is highlighted to work two (2) six (6) hour shifts on Saturday which is a total of twelve (12) hours, the employee will not be allowed to work into another shift to work additional hours to bring them to sixteen (16) hours.

19. If the employee is highlighted beyond two shifts which would violate the above stated guidelines, the employee will inform the Supervisor which shift he does not want to work.
20. The Supervisor, along with the Union Rep will review the alternate sheets and offer the overtime by seniority to those affected by the vacated spot to determine if they still wish to work.
21. If an employee fails to notify the Supervisor they have been highlighted to work more than sixteen (16) hours, this will result in Guidance and Counseling and any additional occurrences will result in disciplinary action.
22. **All holiday overtime posting/highlighting, including skilled trades will be mutually agreed upon prior to posting/highlighting.**
23. **Both parties agree to make every effort possible, to create an electronic daily/weekend/holiday overtime signup program within (6) months of ratification.**

#### **Voluntary Overtime Sign up Protocol**

1. If an employee signs the book, that employee is committed to work if his/her name is highlighted. Failure to do so will result in chargeable time equal to the amount of time that the employee was approved for.
2. Write clearly and legibly. We must be able to read the name, employee number and seniority date. The employee number and seniority date must be accurate.
3. If you are interested in daily overtime, sign and check the sheet for your shift only. You must check the day(s) that you are willing to work. You must check the appropriate box to be highlighted for "Before" and "After" daily overtime. If a day is not checked, you will



not be highlighted.

4. If you want to work daily overtime, you must sign-up four (4) hours before the end of the shift.
5. If you want to work weekend overtime, you must sign-up on the primary overtime sheets (4) hours before the end of shift on Wednesday.
6. Do not sign the primary overtime sheets for weekend work after Wednesday. If more help is needed the company will post an alternate sign-up sheet for the workgroup.
7. It is the employee's responsibility to check the book to see if they are highlighted to work voluntary overtime.
8. If you volunteer to work you must be able to perform the work in the area.
9. If you are signing up in another workgroup, do not sign the book in areas where there are no lines. If there are not lines, that means there is another sign-up sheet for employees from outside the workgroup. If you want to sign-up but there is not a sheet for you to sign, contact the supervisor for that area. If you sign-up where there are no lines, you will not be considered for overtime.
10. Supervisors are the only people authorized to highlight employees to work.
11. Employees are not to sign for or modify another employee's information.

#### **Other/Multiple Weekend Shifts Protocol**

1. Employees must sign up for overtime in their workgroup on their shift by Wednesday.
2. After highlighting the overtime books on Wednesday, Management will put out alternative sign-up sheets if additional manpower is required.
3. Only employees that signed the *overtime* sheets in their workgroup on their shift by Wednesday will be eligible to be highlighted on the alternate sign-up sheets to work other shifts or other areas.
4. Employees who have not signed the overtime sheets to work in their areas by Wednesday will be eligible to sign alternate sign-up sheets in their area and their shift only.

JR



5. The alternate sign-up sheets will be highlighted four (4) hours before the end of the shift on Thursday. If additional manpower is needed after the alternate sheets have been highlighted on Thursday, an additional sheet will be put out and highlighted four (4) hours before the end of the shift on Friday.
6. The alternate sign-up sheets are highlighted by seniority; therefore employees must be able to perform the work. If the employee cannot perform the work, they can be sent home and given chargeable time for the balance of the shift.
7. If a highlighted employee fails to report to work, the chargeable time will not exceed the posted shift hours.

For Union 4-18-24

*[Signature]*  
*Bruce Sawyer*  
*[Signature]*  
*Anthony [Signature]*  
*[Signature]*

For Company 4/18/24

*[Signature]*  
*[Signature]*  
*Bob [Signature]*

## TENTATIVE AGREEMENT

### Gastonia

#### ARTICLE 10

#### VACATIONS

**Section 1.** See Common Language

**Section 2.** See Common Language

**Section 3.** See Common Language

**Section 4.**

- A. The vacation work week is defined as Monday through Friday of the same single pay period. Vacation must be taken within the year following the anniversary date of employment subject to Article 10, Section 8, Item 7. Vacation may be taken in increments of four (4) or eight (8) hours. Vacations will be taken as follows: employees who are entitled to two (2) or three (3) weeks of vacation will not have a requirement to block any weeks of vacation. For the employees who are entitled to four (4) or five (5) weeks of vacation, a minimum of one (1) week of vacation must be used as block. For the employees who are entitled to six (6) weeks of vacation, a minimum of two (2) weeks of vacation must be used as block. Only full weeks of vacation during the vacation scheduling period will be assigned according to seniority. The employer will allow a maximum of ~~twelve~~ fourteen percent (~~12~~ 14%) of the employees in each vacation group off for vacation during the months of May, June, July, August, and September. All other months will have a maximum of ~~ten~~ twelve percent (~~10~~ 12%) allowed off.

For the purpose of clarification for scheduled vacation (~~10~~ 12% & ~~12~~ 14%), if the calculated percentage results in a fraction when applied to the number of employees, the number will round up if 0.5 or greater and round down if less than 0.5. This would of course apply to the areas where more than one employee could be off, if less, it will always be at least one (1) employee.

An additional one (1) employee will be allowed off for half or single days. Any workgroups with a headcount of (28) twenty eight or more, will allow (1) one additional to the calculation above.

BR

On half day vacations when an employee schedules the first half of the day and another employee schedules the last half day, the combination of the two will constitute one whole vacation slot for the day. Half day vacations on Fridays (last half) and Monday (first half) will be counted as a whole vacation slot for purposes of being exempted from working a mandatory Saturday. Single day vacations requested the day of, must be requested a minimum of thirty (30) minutes prior to the start of their shift and will be granted up to the percentages outlined above.

No single day vacation requests will be accepted on weekends or holidays. Half and single day vacation requests will be awarded on a first come, first serve basis. Requests will be processed ninety (90) days in advance and each day thereafter until the maximum is reached. Single day vacations will be approved by first come, first serve and posted daily. However, once you have been approved and posted to the list you cannot be bumped by a person who submits a request on a subsequent day.

- B. Supervisors will maintain a calendar specifically for scheduling vacations. Only supervisors and managers may enter scheduled vacations on the calendar.
- C. The vacation groups referred to in this section are outlined in attachment D.
- D. If an employee schedules vacation and subsequently has a workgroup, classification, or shift change, his/her vacation will transfer to his/her new work area. However, no backfill of vacation will be done in the work group classification from which the employee vacated.
- E. **All scheduled vacations must be taken, unless cancelled within 48 hours of the day they are scheduled. Anybody scheduled who does not cancel within the 48 hours, will not be allowed to work.**

**Section 5.** See Common Language

**Section 6.** See Common Language

**Section 7.** See Common Language



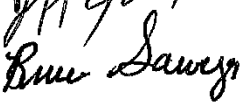


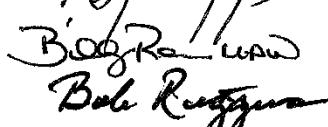
**Section 8.** The vacation scheduling procedure is set forth below:

1. The month of January in each calendar year will be the designated period set aside for advanced vacation scheduling.
2. During the advanced scheduling period, employees may schedule all but one full week of vacation, which they are eligible to take during the current calendar year through January of the following calendar year. If an employee chooses not to schedule vacation during the advance-scheduling period, such employee will only be allowed to schedule vacation for the remaining available weeks.

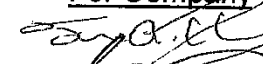


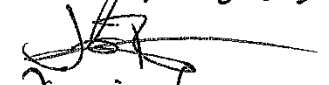
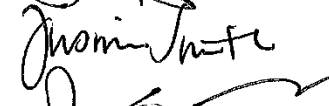


BR

3. Vacations will be granted on a seniority preference basis within the designated vacation groups on each shift during the advanced scheduling period.
4. No employee, regardless of seniority, will be able to bump other employees from pre-scheduled vacation weeks.
5. Requests for vacations made outside of the advanced scheduling period will normally be made at least one (1) day prior to the date the vacation is to be effective. Approval will be granted on a first-come, first-serve basis. All requests for vacation made outside the advance scheduling period must be submitted in duplicate on a standardized form available for this purpose.
6. Approval for granting one (1) day at a time vacation requests will be at the sole discretion of the Company for all requests above the agreed upon percentages allowed for single days. Single day vacations requested the day of, will be granted up to the percentages in Section 4 of this Article. All vacations, weekly and single days, will be posted in each respective vacation group on the vacation calendar.
7. Unused vacation time up to, but not exceeding the employees current vacation allotment can be rolled over. All current vacation must be taken before deferred vacation can be used. Any unused deferred vacation will be automatically paid at the end of the anniversary year into which it was deferred. Deferred vacation must be rolled over as weekly blocks of vacation. Any extra days that cannot be accounted for in a week block will be automatically paid.
8. If a holiday falls within an employee's scheduled vacation, such employee will be granted an additional day off with pay, to be taken as an additional single day(s) (must be scheduled per section 4), or the employee may elect to for such day as though the employee were not on vacation.
9. Vacation anniversary dates will not be readjusted for leaves of absence or periods of layoff.

For Union

 3-19-24  
 3-19-24  
 3/19/24  
  
  


For Company

 3/19/24  
 3/19/24  
  
  
  
  


## TENATIVE AGREEMENT

### Gastonia

#### Article 11 Layoff/Recall

##### Section 1:

- A. In the event of a layoff, a minimum of ten (10) days' notice will be given to employees, unless longer notice is required by law. All layoffs will be conducted within affected classifications as outlined below:
1. Probationary employees will be the first to be reduced from the classification.
  2. If it is necessary to reduce additional manpower due to layoff, employees will be reduced by plant seniority.
  3. Job postings will be reduced to one (1) posting cycle during layoff and recall periods only.
- B. When it is necessary to displace employees (displacement is identified when more employees are in a workgroup classification than there are positions needed), the following will take place:
1. The lowest seniority employees in each identified workgroup classification will be displaced, unless more senior employees volunteer by filling out a triplicate form and turning it into Human Resources prior to a mutually agreed upon date.
  2. The combined group of displaced employees will select, by seniority, from a list of open positions provided by the Company, which position they will be displaced into.
  3. Employees should be able to satisfy job requirements with a reasonable amount of training.
- C. An employee having seniority in the plant, who enters the skilled trades group, will have a skilled trades seniority date as outlined in Article 33. However, it is understood that any previous seniority toward pensions, vacations, etc., will be maintained. In the event of a reduction in force in the skilled trades, the employee's plant wide seniority date will be used for layoff and recall provided the employee had previously held a non-Skilled Trades position.

15

TAC

Section 2.

- A. With the exception of Skilled Trades, all recalls will be by plant seniority. Recall within Skilled Trades is specified under Article 33 of this Agreement.
- B. Employees recalled to work from layoff 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 and the Company cannot accommodate such restrictions he/she will remain on layoff until such time he/she can return to work without restrictions or the Company can accommodate such restrictions. Exception: for those employees that had been on permanent restrictions at the time of layoff, the company will continue to accommodate such employees as they did prior to being laid off.

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.~~ **(See Common Language).**

Disputes arising between the opinions of the employee's physician and the Company's physician concerning the medical suitability for available work recalled to will be settled by an independent physician mutually selected or a professional medical organization. All costs associated with the independent examination shall be shared equally by the parties and such final decision by such independent physician or organization will be final and binding on the Company, Union and the employee.

- C. Any employee refusing recall will be considered as a voluntary quit, except for temporary summer help.
- D. When recalling employees from layoff, the Company and the Union will work together in an effort to place employees.

Section 3. When a layoff is announced, employees have the right to volunteer for layoff prior to a mutually agreed upon established date. Approval for a voluntary layoff will be at the discretion of management based on current business needs.

Section 4. Shutdown Language

TAC

A shutdown occurs when the normal shift operations of the Plant are curtailed for a period not to exceed one (1) week. This period may be extended with mutual agreement. Such agreement will not be unreasonably withheld. During such time, employees required for essential operations will be selected in the following manner:

1. Senior qualified volunteers from the essential work group classifications on their shift.
2. Then same work group classification on all shifts. Employees must sign up to work in their work group classification and shift before signing up to work in any other classification or shift. Employees will not be allowed to work a double shift during shutdown periods.
3. Qualified employees who volunteer from other work groups on all shifts.
4. Least senior employees from the essential work group's classification on their shift will be mandated if sufficient volunteers are not acquired.
5. When possible any disputes between the "parties" over who is selected to work will be addressed before the actual shutdown takes place and will be reviewed by both parties to reach a mutual agreement.


#### Section 5. Adjusted Work Schedule

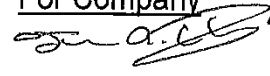

This language will apply when normal three shift operations of the plant are limited for a regularly scheduled work week. During such time, employees required for essential operations will be selected in the following manner:

1. A posting for required work and sign-up sheets will be posted on Tuesday prior to the adjusted work week.
2. Senior qualified volunteers from the essential work group classifications on their shift will be highlighted to work at mid- shift on the Thursday prior to the adjusted work week.
3. If sufficient volunteers are not obtained, least senior employees from the essential work group classifications on their shift will be mandated up to the numbers required by the end of the shift on the Thursday prior to the adjusted work week.
4. If an essential workgroup classification is scheduled as "Full Production", you are scheduled to work. Employees selected to work will be scheduled to work the entire work week or days.
5. Any disputes between the parties over who is selected to work will be addressed before the actual "Adjusted Work Schedule" takes place and will be reviewed by

TAC

both parties to reach a mutual agreement.

For Union 4-27-24  


For Company 4/27/24  
  




**TENTATIVE AGREEMENT**  
**Gastonia**

**Article 12 JOB POSTING**

**Section 1.** 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:

A vacancy is an unoccupied position, which will require replacement or addition, when hiring or separation from employment occurs (i.e. death, retirement, voluntary, etc.). The intent of this clarification is understood to mean that employees will either directly replace departing individuals or fill specifically defined new jobs.

Notice of vacancy will be posted on designated bulletin boards in all buildings, including the work group classification, rate of pay, number of vacancies, job/qualifications/description, shift, the date and time of the posting, and any testing or assessment requirements, specific machine information or who it is replacing.

SEE WORK GROUPS ATTACHMENT D

The name(s) of the selected employee(s) to fill the vacancy will also be posted after the job is filled. A Union Representative will review the selection process.

It is understood and agreed by the parties that the Job Posting Article 12 will be utilized at all times that the plant is in operation.

Only employees from other work groups or a different classification from the same work group (unless job specific) will be eligible to apply for any posted openings in a given work group classification. An employee with seniority who desires to fill a permanent job vacancy may file a bid on an agreed upon form to be supplied by the Company. There shall be two (2) successful job bids allowed in a 12-month period, and all awarded job bids will count as a job bid. Employees who are awarded a job must wait ninety (90) days before submitting another job bid. Job bid requests will be honored/awarded on a seniority basis provided the employee has the necessary skills as determined by testing and assessment requirements in Attachment E. Employees must meet the pre-requirements of a job to be eligible to bid for the position. A secured box will be maintained in a designated area for filing of such forms. A vacancy will be posted on Thursday of each week and will be removed on Tuesday of the following week at 10:00am (unless otherwise mutually agreed upon by both parties). The posting shall

*BL*

be removed from the bulletin boards by a Company and Union Representative, and no more job bid forms will be accepted.

For purposes of identification on the job posting, the Company will list the required qualifications, testing and assessments that must be met based on the chart in Attachment E. The Company and the Union will work together to determine the information needed on each job posting within one hundred twenty (120) days of ratification. The Company retains the right to decide the elements of each job. Only information pertaining to the job description and requirements needed for being awarded the job will be on the posting.

The Company will offer all pre-qualification classes at a minimum of once per quarter. Pre and post qualification classes will be on paid time one time only per employee per class.

Employees who are displaced into positions that require pre- qualifications who do not meet the prerequisites will be required to take the classes at first offering (on their shift) after moving into the position.

Should the employee not meet the post job requirements, they will be placed in an open job, or a mutually agreed position.

Employees with an active Final warning on their disciplinary record (including attendance control policy) will not be eligible to bid on grade 6 or higher jobs.

If an employee is interested in a job, which may be posted during his vacation, he may file a written application with the Human Resources Department for vacancies that might occur during his absence. The Union and the Company will jointly remove the job bids from the box. When an employee has been awarded a job change, he must accept the job.

Employees may not submit a job bid while on an approved leave.

All work group classifications will be job specific or rotational as determined annually in the month of January by employees within the classification. Only teams that change from rotation to job-specific will pick machine/work areas by seniority. However, the Company and the Union agree that it is vital for all that each employee has the ability to perform the essential functions of all jobs within each work group classification. All job-specific jobs will be subject to cross-training to attain a 3x3 rating as determined by the Supervisor for each team member.

Work group classifications that choose to rotate will determine the path and duration (daily, weekly or monthly) of the rotation. Employees that are in their initial training period for the work group classification are excluded from the rotation. In work group classifications that

Be

remain job specific, employees who were awarded specific jobs will remain on their specific machine.

New employees entering the group will directly replace a departing individual but will be required to cross train.

**Section 2.** To ensure retention of a sufficient number of trained employees in a regular assigned work group classification, transfers through the job posting procedure will be limited to ten percent (10%) of the employees but not less than one (1) employee from a regular assigned work group classification consisting of twenty-five (25) or fewer employees in a thirty (30) calendar day period.

**Section 3.** When the employer has honored/awarded an employee's job bid form, the employee will be eligible for only one (1) subsequent job change during the twelve (12) month period from the time the job was awarded.

**Section 4.** All job postings will be for one (1) posting cycle following the initial posting. Vacant jobs that are remaining once the posting cycle is complete will be deemed an open position. These jobs may be filled through job posting, displacements or new hires at the discretion of the Company.

**Section 5.** Administrative procedure for the Job Change Bid System:

1. The Job Bid Request System will include the following:
  - A. The system will use a triplicate form.
  - B. Copies of the form will be given to the employee and the Union.
  - C. Forms will be submitted to the designated Job Bid Box in Human Resources.
  - D. An employee must submit a bid form during the designated time frame.
  - E. All job bids will be time stamped.
  - F. When the job bid is placed in the box, it becomes final unless the employee notifies HR and the Union in writing of their intent to withdraw prior to the posting coming down. If such employee would have been awarded the job based on seniority, it will count as one of their eligible job bids for the twelve (12) month period.
  - G. The list will show all jobs for which requests are submitted and will rank all employees who are requesting each job in seniority order.
  - H. Successful bidders will be posted on the job posting board by Thursday of each week. Successful bidders will be moved to their new job on the third Monday following notification. Employees may be required to train on a different shift than they are awarded and the timing will be mutually agreed upon.

BR

- I. In cases where an employee is selected for two (2) or more vacancies at the same time, the job will be awarded as prioritized on the job bid form.

**Section 6.** Employees, who are working in another classification as a result of an involuntary displacement, will be given the right to return to an open position (which is a position the Company deems necessary to fill based on customer requirements) in their previous regular assigned work group classification regardless of shift. Employees in the same classification working in another work group as the result of an involuntary displacement, will be given the opportunity to return to a vacancy in their previous regular assigned work group classification regardless of shift. In the event there are employees in both categories listed above, the vacancy will be filled first by the most senior employee. Once an employee has declined returning to a previously held position in their regular assigned work group classification regardless of shift, they will no longer retain any displacement rights.

**Section 7.**

- A. When the need arises to transfer employees out of a regular assigned work group classification, on a temporary basis, the transfer will be made in consideration of specific operational circumstances then existing. Operational circumstances include absenteeism, work load, part shortages, down equipment, and material availability. Employees will be canvassed by seniority (most senior volunteer or least senior mandated) and will be assigned to another work group by the supervisor. When an employee is mandated to transfer, only employees left in the work group classification may backfill their jobs.

In cases when there are only a select number of employees who can perform the required work on a specific job, the parties agree that employees can be required to move regardless of seniority to where they are needed and their jobs may be backfilled. In these instances, the Supervisor must show that a training plan has been implemented before doing so again. This provision will not be abused and the supervisor must contact the Union to explain the reason in doing so.

A transferred employee will be paid time for time at the rate of his regular job rate or the rate of the temporary job, whichever is higher, or the entire shift if worked four (4) or more hours (this does not include employees who do not work the full shift). Temporary jobs will be considered vacancies and the jobs will be posted, (unless the job in question is involved in the grievance procedure, or is involved in a legal procedure) if filled by temporary assignment for more than thirty (30) days in a sixty (60)

32

consecutive day time period. For any leave of absence in excess of six (6) months (or earlier by mutual agreement) excluding FMLA, Military Leave, Union Leave, and Workers Compensation, the Company reserves the right to fill the job through this Article. Military leaves in excess of six (6) months may be filled upon mutual agreement. Upon the return of the replaced employee, the least senior employee within the work group classification will be displaced to an open job.

- B. Employees are limited to no more than two (2) temporary transfers out of any assigned work group classification on a daily basis, unless the employee volunteers to move. Any moves within a work group classification are not considered as a temporary transfer. Any transfer back to the employee's original work group classification will not count as a move.
- C. Employees who have work restrictions that are being accommodated will not displace other employees from their assigned jobs.

**Section 8.** Any employee remaining at work or recalled after a layoff with less seniority than laid off employees will be excluded from exercising job bidding rights until employees with greater seniority have been recalled, unless the laid off employee had volunteered for lay off.

**Section 9. An employee on an active final, for job performance, in lieu of termination, may by mutual agreement between management and the union, be displaced into an open grade 4 position determined by HR and the Union.**

**Section 10: Both parties agree to make an effort to leverage technology to automate the job bid process.**

**Section 11: When an employee has been selected for a job bid for a new position the employee will be allowed a trial period to demonstrate capabilities on the job. The trial period shall not be less than fifteen (15) or more than forty (40) working days. This shall count as a job bid. An employee who fails to perform satisfactorily will be displaced into an open position as determined by HR and the Union. This will not count as one of the employees' job bids.**

*Be*

For Union

*[Signature]* 3-19-24  
*JM Gohd* 3-19-24  
*Ray Syys*  
*Renee Sawyer*  
*Anthony D*  
*Big Red*  
*Bob Riggins*

For Company

*[Signature]* 3/19/24  
*[Signature]* 3/19/24  
*[Signature]*  
*Bob L. Lear*  
*Thomas Inatti*  
*[Signature]*  
*[Signature]*

## TENATIVE AGREEMENT

### Gastonia

#### ARTICLE 13

#### TRANSFER OF SHIFT

**Section 1.** When it becomes necessary to balance the number of employees from one (1) shift to another within a work group, the senior employees will have the opportunity to volunteer before the least senior employees within the work group are reassigned to offset the imbalance. All employees will be given a minimum of two (2) weeks' notice for any transfers of shift.

**Section 2.** An employee with at least one (1) year of seniority who is capable of performing the required work may displace the least senior, normally assigned employee on a different shift within the same work group classification, subject to the following:

- A. Requests for shift preference must be made in writing using a triplicate form (supplied by the Company). Copies of the form will be provided to the employee, the Human Resources Department, and the Union.
- B. No more than one (1) shift preference transfer shall be granted to any employee within any calendar year. An employee who wishes to withdraw his/her shift preference prior to being processed will lose their shift preference for the calendar year.
- C. Shift transfers will be processed and communicated on the first and third Monday of the month except for third (3rd) shift which will be communicated on Tuesday. In the event of a holiday, the shift preference will be processed on the next scheduled work day. All employees involved in shift transfers will move the second (2<sup>nd</sup>) Monday following notification.
- D. An employee may be held in his assigned shift based on mutual agreement, as necessary, to train another employee in his job task for up to thirty (30) calendar days from receipt of request. The Company must substantiate to the Union, the business case circumstances that require the employee to be held for the additional time. This provision will not be abused.
- E. Shift transfers exercised by skilled trades employees will be limited to the same job classification within the skilled trades group.
- F. Any employee involuntarily displaced to another shift by the Company, after using a shift change preference shall have shift change rights reinstated.
- G. Employees who have been awarded a job through the job bid system or granted a transfer of shift must, before exercising a shift preference, remain for a minimum of three (3) months (90 calendar days).
- H. Probationary employees cannot be bumped during their probationary period.

JR BR

For Union

Ray Del 2/22/24  
By Sigs  
Bruce Sawyer  
Boo Re

For Company

Small 2/24/24  
Bobby Pleasants  
[Signature] 2/24/24  
JTB  
Michael Woolford  
Thomlin Lewis  
[Signature]  
[Signature]

JR BR



## TENTATIVE AGREEMENT

### ARTICLE 16 HEALTH AND SAFETY – SECTION 8

#### Section 8. Location-Specific Issues-Company Counter Proposal F

- A) All materials in storage will be placed in racks where size restrictions do not prohibit such. At a minimum, materials will not be stored in a manner which creates blind spots in the facilities ~~unless~~, mirrors are shall be installed to provide adequate visibility at potential blind spots.
- The company will continue to keep an ample inventory of approved containers on site, in order to stock a sufficient number of approved containers throughout the facility. This will be an effort to minimize or eliminate the use of cardboard containers within the facility. If cardboard containers must be used, the total weight capacity of that container will be clearly marked on the container and communicated to the operator prior to placing parts into the container. Cardboard container capacities will be included on the list with other containers used in the facility.
  - The company will inspect All mother and daughter carts will be inspected monthly based on the PM schedule to ensure proper and safe functionality. Any cart(s) found to be unsafe, will be removed from service and repaired or replaced. The company will develop a continue to manage the preventative maintenance process for ensuring that the mother and daughter carts remain in good working order. Any employee tampering with, by-passing, or damaging a safety device will be disciplined. Employees shall not tamper with, by-pass, or damage a safety device. Any modifications to this equipment must be presented to the local Safety Engineer and the Union Safety Representative for signoff.
  - The company will install dock door guarding at all elevated dock doors. The guarding must be capable of withstanding the force of a forklift.
- B) The Company will continue to evaluate die handling equipment in an effort to reduce and/or eliminate die handling using ~~fork lifts~~ forklifts whenever possible. Dies transported by fork lift forklift must be equipped with anchorage tie down points to secure the die to the mast. An additional Die separator or a dual 38 trolley/hoist will be evaluated and purchased if space constraints are not prohibitive for the Tool & Die area. Cranes and rigging will be evaluated for shock loading. Chain shorteners with working load limit and ID tags will be made available for all chain bridal slings and other slings where appropriate to ensure that crane loads are rigged safely without chain twisting. Hoist ring bolt shoulders will not be modified and will be maintained at manufacturer specifications. Safety equipment, such as spreader bars and torque wrenches, will be procured when required. Side loading of hooks and hoist rings will be evaluated and controlled. These system components will be incorporated into a formal internal training class and crane inspector class.
- C) The Company will make available PAPRs to manual welders who request them. Those who request them will be required to use them as needed or return them.

- D) The Company will install reliable and adequate anchorage/restraint points for all power presses in the facility for Maintenance personnel. These anchorage/restraint points will be maintained and recertified as required by ANSI Z359 standards.
- E) The Company will designate and maintain pedestrian walkways ~~at the new facility~~ to separate Fork Trucks PIVs from pedestrians. The company will provide Virtual Floor markings to eliminate or reduce the need for taped or painted lines based on JSSC guidance.
- F) ~~New technologies will be investigated which would reduce the number of pedestal controls in the pressline area.~~
- G) ~~The Company agrees to pay Gastonia bargaining unit employees bonus pay of \$2,500-2,250 \$2,000-\$1,800 per quarter during declared pandemics in which DTNA Gastonia employees are considered essential workers. Essential worker quarterly bonuses will continue as long as the pandemic is declared as such.~~
- H) F) The parties recognize the importance of identifying and assessing all work tasks which occur within safeguarded areas. (i.e. inside fencing/access doors around robot cells; beyond areas of equipment guarded with light screens; and within areas of equipment protected by hard guarding). To that end, The parties agree to utilize Task Based Risk Assessments (TaBRA) or equivalent to identify equipment and process hazards in manufacturing systems where agreed to and approved by the JSSC. A TaBRA team, consisting of individuals who are familiar with specific equipment (i.e. production and maintenance personnel), functioning under the direction of the Safety Manager and Union Safety Representative, will be established as needed. Appropriate training to support the Task Based Risk Assessment (TaBRA) process will be provided by the UAW Health & Safety Department and/or other qualified training resources. The JSSC will assess the issue and determine an approach for compliance in accordance with ANSI/RIA R15.06 – 2012 American National Standard for Industrial Robots and Robot Systems – Safety Requirements (revision of ANSI/RIA R15.06 – 1999).
- I) G) The Company will continue to assess machine safeguarding to ensure compliance with North Carolina and Federal OSHA standards, and relevant consensus safety standards (i.e. ANSI B11, ISO 14119, and NFPA 79). (Interlocking) If light curtains or other machine safeguards are not installed or working properly on any piece of equipment, and the lights curtains or safeguards are not able to be immediately repaired, the equipment will be taken out of service until proper repairs are made. The Company will maintain the current process of conducting a joint assessment will be performed by the Safety Manager Engineer, UAW Safety Representative, and an Operations Representative. prior to placing equipment back in service.

J) H) NEW TECHNOLOGY/EQUIPMENT SPECIFICATIONS: Health and Safety shall be designed into new equipment, refurbished equipment and/or new processes. The Company and the UAW recognize the advantages of designing processes and equipment with effective health, safety and ergonomic controls engineered in. The parties agree to a joint Review of Technology Process (RTP) team, consisting of at least one UAW health and safety representative or designee and one member of the Manufacturing Engineering group to address health and safety concerns early in the development process. The main objective to the "Design-In" effort is to develop common design specifications for DTNA in the manufacturing processes that incorporates health and safety as well as ergonomic program requirements.

In addition, the parties recognize the importance of the UAW's involvement in identifying health and safety issues in the product development/refurbishment and/or transformation process. As such, it is understood between the parties that Management will notify the UAW health and safety representative during the product development process to review potential health and safety issues that impact bargaining unit employees. The RTP team will utilize a Review of Technology Process to review and address these health and safety issues.

To improve safety in the development cycle, the parties agree to perform joint Task Based Risk Assessments (TaBRA), on new equipment and manufacturing systems. A Task Based Risk Assessment will be performed after the detailed designs are completed on new manufacturing equipment and/or processes. A review of anticipated equipment and/or processes will be held with the JSSC and the joint ergonomics committee. Designated members of the JSSC and the joint ergonomics committee may be required to travel to vendors, plants, or other locations to participate in a design review of such equipment or processes. The Union will have an opportunity to discuss health, safety and ergonomics concerns with Management and make recommendations designed to improve the equipment and/or processes, consistent with the common design specifications.

Reviews will be made at the appropriate level for new technology/process awareness and to discuss safety related issues and/or concerns.

Machinery, equipment, or processes will not be released for production without the written approval of the RTP team. The joint ergonomics committee will be consulted during this process. Any disputes will be resolved by the Safety Manager and UAW Health and Safety representative. Where required, lockout placards will be posted for all applicable energy sources. The parties agree to continue the implementation of the UAW-DTNA lockout placard guidelines. These placards will continue to be reviewed during a UAW-DTNA joint audit and should be inspected for accuracy during safety observation tours at least annually.

The RTP team and, when appropriate, the joint ergonomic committee, will consult with operators, skilled trades, engineers, supervisors, or related personnel to ensure that required

safeguards and ergonomics features provide effective protection and do not interfere with their ability to perform their assigned tasks.

K) 1) Press Safety

The Company and the Union agree to benchmark die change operations and make improvements in equipment and training to promote fast, efficient and safe die change procedures.

With regard to press lock outs, the Union and Company agree to the following:

- Control reliable circuitry will be utilized to help insure "fail-safe" engagement of locking devices through monitoring, self-checking, and redundancy. A signaling device or dual red systems will be used to clearly indicate when the system has been properly engaged.
- ~~All new presses purchased will include slide locks.~~
- A preventative maintenance process will be maintained to ensure that the locking systems are properly maintained through TPM/PM process. This will also include die clamping systems and die bolts where applicable.
- Interlocked die blocks will be attached to transfer presses and will be readily available.
- The Union and the Company agree to install scanners to all turret mandrel fed presses to ensure adequate safeguarding of hazardous motion of the mandrel arms during automatic operations. ~~This will be completed within six (6) months after ratification of this agreement.~~ **These scanners will be maintained and kept in good working order.** With regard to light curtain maintenance and set up:
  - Light curtain systems will be checked after the start of each shift by the operator using the TPM daily check sheet. The Company will maintain a measurement device for stop time measurements for power presses.
  - Light curtain control boxes will be attached on the same side of the press as the curtain they control.
  - Light curtain boxes will be kept clean of oil and grease.
  - Each light curtain control box will be locked when not under the immediate control of the designated set up or tool change personnel.
  - If unique keys are not controlled, lock out procedures will be established which will include owner identified locks used during setup.
  - Set-up specialists will be properly trained for muting/blanking activities.
  - Guarding on the back side of presses will not be fully muted. Where chutes or scrap activate the light curtains, muting will be minimized.
  - Test probes appropriate for the light curtain object sensitivity will be mounted or stored near the equipment. Operators will be required to test the light curtain at the start of each shift using the test probe and documented on the TPM daily check sheet.
  - ~~A process will be developed to ensure that the test probes are in their proper place and that employees are utilizing these probes.~~

Other press line issues

- Guards will be maintained on all feeder rollers on presses.

- The Company A hazard assessment will be performed to provide assess the presses for adequate safeguarding around the scrap chutes at the presses.

L) J) Press Brake Safety

- The Company will supply all press brakes in the facility with interlocked die blocks and eliminate the use of wooden blocks.
- A minimum of 5 weeks of training will be provided for all new press brake operators. These operators shall not operate a machine alone until training is completed. (This includes overtime work).
- New press brake operators will be trained to jointly agreed upon press brake safety training. Once the operators achieve a skill level of three based on the training matrix, they can operate a press brake alone.
- The Company Joint Press Brake Safety Team will pursue the integration of CO-BOTS/Robots and other methods to ensure that employees remain at a safe distance from pinch points.

M) K) Building & Grounds

- Within 6 months- one year of ratification of this CBA The Company will repair all potholes in concrete and asphalt at the facility and eliminate the sheet metal used to cover these holes in order to reduce the risk of injuries to PIV drivers-operators.
- The Company will investigate a method to have the badge reader at the gate on the South side of the Tulip Facility North side of the Tulip facility, relocated to the center of the road or remove the gate from service where the white lines are currently located in order to eliminate "wrong way" travel at the access gate. Until an alternative feasible option is completed, the gate will remain closed to employees. , up to and including the relocation of the badge reader, in the parking lot that all employees use. The company and the union recognize that the location of the badge reader, on the north side of the facility, creates and encourages wrong way traffic flow within the parking lot. Therefore, the badge reader will be relocated to the center of the road.


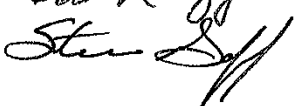
N) L) Purchases

- All safety capital improvements will be discussed and prioritized in the capex and JSSC meetings.
- Safety improvements agreed to in the contract will be executed and discussed by the JSSC to ensure timely completion.
- The company will consider a budget for safety improvements as deemed necessary by the JSSC.
- A safety improvement budget will be developed and integrated into the Capex review meetings. The budget amount will be agreed upon by the JSSC.
- The Company will allocate no less than \$750,000 per year for safety improvements deemed necessary by the JSSC. This includes capital projects and/or expense funds.

O) M) Miscellaneous

- The UAW Health and Safety Rep. will have access to security camera video footage for investigation purposes upon request. Video camera footage may be used for record keeping. Security cameras and video access to investigate safety related issues will be made available to UAW Health and Safety upon request in conjunction with a member of site management. Video footage for record keeping will be allowed. Videos shall not be distributed. Footage for investigative purposes will be sent directly to the UAW Health & Safety rep. upon request. uploaded to the safety folder for review by the UAW Health & Safety Rep.
- The Company agrees to provide the UAW Safety rep. with the same tools as the Company safety engineer, i.e. laptops, cell phones, etc. with voice and data service compatible with current technology, in order to perform their job efficiently.
- The Company will set ALL indoor PIV's (excluding the plant ambulance), not to exceed 5 mph. This will include any PIV that must travel inside of the facility at Tulip and Fairview. This will be completed within 1 year of ratification of the CBA. Any employee tampering with, by-passing, or removing a safety device from any PIV will be disciplined.
- A joint hazard assessment will be conducted on the scrap pit underneath the press line area will be assessed for hazards and reviewed with the JSSC. Any hazards discovered will be addressed in order of severity. These hazards will be corrected as soon as possible. The UAW Safety Representative and the company Safety Engineer along with engineering and skilled trades representative will determine the best method for eliminating the hazard.
- Pants and cut resistant sleeves will be required encouraged while on the manufacturing floor. in high risk areas. Cut resistant sleeves will be required in currently recommended areas based on the PPE assessment, and based on job specific tasks.
- The platform and ladder for the 40,000 gallon EQ tank will be completed within 1 month of ratification of the CBA.
- The Stairs/Ladder for the press line mezzanine will be completed within 1 three months of ratification of the CBA.

For Union 4-25-24

  
 Bob Riggio  
  
 Steve Duff

For Company

  
 Jennifer Shaw  


## TENATIVE AGREEMENT

Gastonia

### ARTICLE 19

#### SOURCING, COST SAVINGS AND REINVESTMENT SUPPORT

**Section 1.** The purpose of this article is to provide a framework for supporting the evaluation of insourcing and outsourcing parts, assemblies, and other manufacturing processes used to produce parts and/or assemblies at any DTNA Gastonia Components and Logistics facility.

**Gastonia Components & Logistics Plant recognizes the need of all its members to have a measure of job and income security. We believe that job and income security derive from committed members and management working together consistently to improve and achieve our goals and share in the successes of the Company. There are a number of contributing factors necessary to ensure investments:**

- **High output, high efficiency technology with state-of-the-art safety systems**
- **Training & compensation for employees in business critical positions as defined below:**
  - o **Grade 5 Utility Team member (Brakes & Pressline)**
  - o **Grade 5 Set up Specialist (Brakes & Pressline)**
  - o **Grade 6 Team leader (Brakes, Presses and Pressline Utility)**
  - o **Grade 5 Machinist-Brakes**
  - o **Grade 5 Machinist-Pressline**
- **Adequate staff of employees in business critical positions and skilled trades**
- **Financially competitive production costs**
- **Master Site Plan that provides a roadmap to the future**

To achieve this goal, the Sourcing Representative will assist in the process of identifying and justifying reinvestment or upgrade opportunities. Also, the Sourcing Representative will be involved with local studies, **including Make/Buy** concerning insourcing or outsourcing changes in any area at all DTNA Gastonia Components and Logistics facilities, as follows:

- A) The Sourcing Representative will meet with the Plant Manager (or designee), Plant Controller and other Gastonia management representatives at least monthly to discuss issues such as cost, time, and feasibility of specific insourcing and outsourcing proposals. Gastonia management and the Sourcing Representative will also meet as necessary to discuss ideas related to machine replacements, reinvestment opportunities and specific cost savings initiatives. **This also includes all Master Site Plan meetings (MSP) or discussions.** The Sourcing Representative will also meet with local manufacturing engineering at least monthly **weekly** to discuss Investment projects and planning and review Make/Buy proposals that have been presented to the plant. The Sourcing Representative may invite the shop chair / **Alt Sourcing Representative** and/ or their designees to **this these meetings. (to also include the changeover meeting)** In addition the Company and Sourcing Representative will continue to conduct regular capacity planning meetings as-needed **weekly**.
- B) The Sourcing Representative may assist management with equivalent machine information and entering it into MX-APS or any other equivalent application the company uses.
- C) In order to identify cost savings through sourcing, the Company will supply related information to parts being considered for insourcing or outsourcing to the sourcing representative. The Sourcing Representative will be involved with all parts that Gastonia is considering for outsourcing / insourcing to and from outside vendors to include short term, long term, spot buy PO's and parts being considered for corporate take back. Responses to reasonable requests for additional information will be provided in a timely manner by the appropriate local managers or local company representatives. In the event a reasonable request is not answered, the Plant manager will assist in obtaining the information.
- D) The Company will ~~supply a Catia/NX station~~ **provide NX access and training,** companion phone, desk phone, and a laptop computer (standard DTNA usage policies will apply), as well as applicable and justifiable software / programs that are available to management as requested by the Sourcing Representative. Also the Sourcing Representative will maintain an office within the engineering department.

BR



- E) The company will provide mutually agreed upon training for the Sourcing Representative up to forty (40) hours per year. **Additional training needs will be jointly discussed including make or buy process.** The Company will also allow the Alternate Sourcing Representative a maximum of ~~one (1)~~ **three (3)** weeks per year of OJT training with the Sourcing Representative. **Identified needs** This will be scheduled with the Alternate Representative's Supervisor.
- F) The Company will keep current all applicable and justifiable software licenses that aid in keeping Gastonia competitive (i.e.: PEP nesting software).
- G) ~~All DTNA Gastonia Components and Logistics facilities are understood to be owned and leased facilities in Gaston County operated as "Location 18", including facilities not yet built or leased.~~ **The Company will include the Sourcing Representative / Alt Sourcing Representative when changing metal vendors to include, input pertaining to how the metal is processed. The Company and the Sourcing Representative / Alt Sourcing Representative will also work on the specification process to ensure transition from one supplier to another is seamless.**

Section 2. The Company and Union understand that in order to manufacture parts and assemblies at the lowest cost possible, full utilization of all DTNA Gastonia Components and Logistics facilities must be realized. It is also understood that current and future technology is a vital component to keep DTNA Gastonia Components and Logistics facilities competitive and capital investments must be made for machinery replacement/upgrade.

- A) Local Management and the Sourcing Representative will work towards identifying all outsourced parts and or assemblies that can potentially be brought in-house, given the proper financial and manufacturing justification.
- B) The Company will continue to pursue a systems solution to produce and supply parts and/or assemblies outside Gastonia's current MRP network. Local management will keep the Sourcing Representative informed on the status of said systems solution. The Company will add this project to its TIP process and include the Sourcing Representative

BR

on the team to develop this solution. Any system solution will need to be justified through a financial business case prior to implementation.

- C) The Sourcing Representative is free expected to pursue cost savings and continuous cost improvements initiatives. Additionally, the Sourcing Representative will help ensure parts are being produced at acceptable quality and productivity levels in order to minimize overall Gastonia-supplied controlled part costs.
  
- D) The Sourcing Representative will have quarterly meetings with the TOS group to identify projects that will assist in keeping DTNA Gastonia Components and Logistics facilities financially competitive. The Sourcing Representative may participate in any continuous improvement projects that are conducted in the Gastonia facilities. Also, the Sourcing Representative/Alternate Sourcing Representative may be involved with all time and process studies conducted through TOS or any other groups or persons at all DTNA Gastonia locations.

The Company and the Union's objectives are to reach a common understanding of all business aspects of the sourcing process, while respecting each other's input to costing and sourcing decisions.

### Section 3. Reinvestment

The Company commits to continued investment in replacing or upgrading production equipment and machinery ~~and~~ to make improvements subject to ongoing business, budget planning, and cost justification in order to maximize production output and increase machine uptime to reduce manufacturing costs so that farm outs can be reduced at all DTNA Gastonia Components and Logistics facilities.

Upon ratification of this Agreement, the Company commits to invest an average of at least ~~three~~ five and one half ~~3.5~~ 5.5 million dollars per year for the life of the contract. This capital

BR

investment including proper expense funding will be subject to all Daimler/DTNA capital investment policies. In the event unforeseen circumstances develop that cause DTNA sales of class 5 through 8 vehicles (NAFTA) to drop below 135,000 units in any year while this contract is in force, this investment commitment may be modified.

The Sourcing Representative/Alternate Sourcing Representative and Local Management will conduct studies to most effectively optimize the capital investment in all DTNA Gastonia Components and Logistics Facilities.

In all instances, local management will include the Sourcing Representative/Alternate Sourcing Representative on all capital investment expenditure decisions, to include allowing proposals and suggestions on capital investments and assisting in financial justification of proposed investments. It is also understood that the company will make the final decision on expenditure of the capital investment funds. The Company will also keep the Sourcing Representative informed on the decision of the expenditure of these funds.

The Company also commits to evaluate the following projects [~~within ninety (90) days from ratification of this Agreement~~] To be aligned with all contributing factors necessary to securing investments including the Master Site Plan, and discussed at CapEx meetings. Weekly CapEx meetings will include a review of timeline commitments to ensure projects complete in a timely manner.

- Insourcing MT Holly fuel tank skins.
- ~~New Laser Material Ordering Optimization Process (as developed in Six Sigma Project).~~
- ~~5 axis laser~~
- ~~DEF tank assembly~~
- Replace all 3 Amada Coma punch machines

BR

- Add another Mazak M26
- Replace M21, M22, M23 & M24 & the RGV
- Replace L03
- Add another Lathe to the Machine shop
- Replace R42 & R43
- Replace P20 & P24
- Replace J10, & J11
- Replace J16
- Training Press Break

For Union 4-10-24

*[Signature]*

David Dronk 4-10-24

Jim Gold 4-10-24

Bruce Sawyer 4-10-24

*[Signature]*

*[Signature]*

BOGKA UAW HT

For Company

*[Signature]* 4/10/24

*[Signature]*

*[Signature]*

## TENATIVE AGREEMENT

### Gastonia

#### ARTICLE 19

#### SOURCING, COST SAVINGS AND REINVESTMENT SUPPORT

**Section 1.** The purpose of this article is to provide a framework for supporting the evaluation of insourcing and outsourcing parts, assemblies, and other manufacturing processes used to produce parts and/or assemblies at any DTNA Gastonia Components and Logistics facility.

**Gastonia Components & Logistics Plant recognizes the need of all its members to have a measure of job and income security. We believe that job and income security derive from committed members and management working together consistently to improve and achieve our goals and share in the successes of the Company. There are a number of contributing factors necessary to ensure investments:**

- **High output, high efficiency technology with state-of-the-art safety systems**
- **Training & compensation for employees in business critical positions as defined below:**
  - o **Grade 5 Utility Team member (Brakes & Pressline)**
  - o **Grade 5 Set up Specialist (Brakes & Pressline)**
  - o **Grade 6 Team leader (Brakes, Presses and Pressline Utility)**
  - o **Grade 5 Machinist-Brakes**
  - o **Grade 5 Machinist-Pressline**
- **Adequate staff of employees in business critical positions and skilled trades**
- **Financially competitive production costs**
- **Master Site Plan that provides a roadmap to the future**

To achieve this goal, the Sourcing Representative will assist in the process of identifying and justifying reinvestment or upgrade opportunities. Also, the Sourcing Representative will be involved with local studies, **including Make/Buy** concerning insourcing or outsourcing changes in any area at all DTNA Gastonia Components and Logistics facilities, as follows:

15

32

- A) The Sourcing Representative will meet with the Plant Manager (or designee), Plant Controller and other Gastonia management representatives at least monthly to discuss issues such as cost, time, and feasibility of specific insourcing and outsourcing proposals. Gastonia management and the Sourcing Representative will also meet as necessary to discuss ideas related to machine replacements, reinvestment opportunities and specific cost savings initiatives. **This also includes all Master Site Plan meetings (MSP) or discussions.** The Sourcing Representative will also meet with local manufacturing engineering at least ~~monthly~~ **weekly** to discuss Investment projects and planning and review Make/Buy proposals that have been presented to the plant. The Sourcing Representative may invite the shop chair / **Alt Sourcing Representative** and/ or their designees to ~~this~~ **these** meetings. **(to also include the changeover meeting)** In addition the Company and Sourcing Representative will continue to conduct regular capacity planning meetings as needed **weekly**.
- B) The Sourcing Representative may assist management with equivalent machine information and entering it into MX-APS or any other equivalent application the company uses.
- C) In order to identify cost savings through sourcing, the Company will supply related information to parts being considered for insourcing or outsourcing to the sourcing representative. The Sourcing Representative will be involved with all parts that Gastonia is considering for outsourcing / insourcing to and from outside vendors to include short term, long term, spot buy PO's and parts being considered for corporate take back. Responses to reasonable requests for additional information will be provided in a timely manner by the appropriate local managers or local company representatives. In the event a reasonable request is not answered, the Plant manager will assist in obtaining the information.
- D) The Company will ~~supply a Catia/NX station~~ **provide NX access and training,** companion phone, desk phone, and a laptop computer (standard DTNA usage policies will apply), as well as applicable and justifiable software / programs that are available to management as requested by the Sourcing Representative. Also the Sourcing Representative will maintain an office within the engineering department.

BR

- E) The company will provide mutually agreed upon training for the Sourcing Representative up to forty (40) hours per year. **Additional training needs will be jointly discussed including make or buy process.** The Company will also allow the Alternate Sourcing Representative a maximum of ~~one (1)~~ **three (3)** weeks per year of OJT training with the Sourcing Representative. **Identified needs** This will be scheduled with the Alternate Representative's Supervisor.
- F) The Company will keep current all applicable and justifiable software licenses that aid in keeping Gastonia competitive (i.e.: PEP nesting software).
- G) ~~All DTNA Gastonia Components and Logistics facilities are understood to be owned and leased facilities in Gaston County operated as "Location 18", including facilities not yet built or leased.~~ **The Company will include the Sourcing Representative / Alt Sourcing Representative when changing metal vendors to include, input pertaining to how the metal is processed. The Company and the Sourcing Representative / Alt Sourcing Representative will also work on the specification process to ensure transition from one supplier to another is seamless.**

Section 2. The Company and Union understand that in order to manufacture parts and assemblies at the lowest cost possible, full utilization of all DTNA Gastonia Components and Logistics facilities must be realized. It is also understood that current and future technology is a vital component to keep DTNA Gastonia Components and Logistics facilities competitive and capital investments must be made for machinery replacement/upgrade.

- A) Local Management and the Sourcing Representative will work towards identifying all outsourced parts and or assemblies that can potentially be brought in-house, given the proper financial and manufacturing justification.
- B) The Company will continue to pursue a systems solution to produce and supply parts and/or assemblies outside Gastonia's current MRP network. Local management will keep the Sourcing Representative informed on the status of said systems solution. The Company will add this project to its TIP process and include the Sourcing Representative

BR

on the team to develop this solution. Any system solution will need to be justified through a financial business case prior to implementation.

- C) The Sourcing Representative is free expected to pursue cost savings and continuous cost improvements initiatives. Additionally, the Sourcing Representative will help ensure parts are being produced at acceptable quality and productivity levels in order to minimize overall Gastonia-supplied controlled part costs.
  
- D) The Sourcing Representative will have quarterly meetings with the TOS group to identify projects that will assist in keeping DTNA Gastonia Components and Logistics facilities financially competitive. The Sourcing Representative may participate in any continuous improvement projects that are conducted in the Gastonia facilities. Also, the Sourcing Representative/Alternate Sourcing Representative may be involved with all time and process studies conducted through TOS or any other groups or persons at all DTNA Gastonia locations.

The Company and the Union's objectives are to reach a common understanding of all business aspects of the sourcing process, while respecting each other's input to costing and sourcing decisions.

### Section 3. Reinvestment

The Company commits to continued investment in replacing or upgrading production equipment and machinery and—to make improvements subject to ongoing business, budget planning, and cost justification in order to maximize production output and increase machine uptime to reduce manufacturing costs so that farm outs can be reduced at all DTNA Gastonia Components and Logistics facilities.

Upon ratification of this Agreement, the Company commits to invest an average of at least ~~three~~ five and one half ~~3.5~~ 5.5 million dollars per year for the life of the contract. This capital

BR



investment including proper expense funding will be subject to all Daimler/DTNA capital investment policies. In the event unforeseen circumstances develop that cause DTNA sales of class 5 through 8 vehicles (NAFTA) to drop below 135,000 units in any year while this contract is in force, this investment commitment may be modified.

The Sourcing Representative/Alternate Sourcing Representative and Local Management will conduct studies to most effectively optimize the capital investment in all DTNA Gastonia Components and Logistics Facilities.

In all instances, local management will include the Sourcing Representative/Alternate Sourcing Representative on all capital investment expenditure decisions, to include allowing proposals and suggestions on capital investments and assisting in financial justification of proposed investments. It is also understood that the company will make the final decision on expenditure of the capital investment funds. The Company will also keep the Sourcing Representative informed on the decision of the expenditure of these funds.

The Company also commits to evaluate the following projects [~~within ninety (90) days from ratification of this Agreement~~] To be aligned with all contributing factors necessary to securing investments including the Master Site Plan, and discussed at CapEx meetings. Weekly CapEx meetings will include a review of timeline commitments to ensure projects complete in a timely manner.

- Insourcing MT Holly fuel tank skins.
- ~~New Laser Material Ordering Optimization Process (as developed in Six Sigma Project).~~
- ~~5-axis laser~~
- ~~DEF tank assembly~~
- Replace all 3 Amada Coma punch machines

BA

- Add another Mazak M26
- Replace M21, M22, M23 & M24 & the RGV
- Replace L03
- Add another Lathe to the Machine shop
- Replace R42 & R43
- Replace P20 & P24
- Replace J10, & J11
- Replace J16
- Training Press Break

For Union 4-10-24

*[Signature]*  
 David D'Amico 4-10-24  
 JM Gault 4-10-24  
 Bruce Sawyer 4-10-24  
 Cindy D  
 [Signature]  
 BOGGS UAW HT

For Company

*[Signature]* 4/10/24  
*[Signature]*  
*[Signature]*

3-1-24

**TENTATIVE AGREEMENT**  
**Gastonia**

**ARTICLE 20 MISCELLANEOUS**

Section 1. Work by Management Personnel

Non-bargaining unit personnel 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.

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.

- D) Participation with other members of the CI event during Continuous Improvement activities.

Section 2. Medical Personnel

In order to ensure prompt qualified medical attention, a Nurse or First Responder will be readily available in the plant to render first aid as required. Current state certified Emergency Medical Technicians (EMT) may continue to be available to render first aid; however, the employee is responsible to maintain their certification. This will also apply during periods of overtime when at least fifty (50) employees are scheduled to work. In addition, a list of trained personnel for emergency response purposes will be posted in the Nurse's Station. The listed trained personnel will also be certified in basic first aid and CPR.

An in-plant vehicle will be provided which is capable of transporting injured employees on a stretcher. This vehicle will be designated for the sole use of in-plant transportation of employees who are sick or injured. The Company will provide necessary medical supplies, oxygen, diagnostic equipment and a portable defibrillator. A maximum of four

(4) trained person(s) per shift will be trained to the level of First Responder. These numbers shall apply as long as there are volunteers on the shift(s) to be First Responders. The Safety Committee will select First Responders from available volunteers. Each First Responder will be provided a communication device, training and have access to the Medical Department.

Section 3. Emergency Notification Procedures - See Common Language

Section 4. Break Rooms and Lunch Rooms

All break rooms and lunchrooms will continue to be enclosed and air-conditioned. All such areas and amenities will be maintained in a clean and sanitary condition. Coin change machines will be located in the cafeteria and at each major break area. In the case where it is not feasible to operate the cafeteria the Cafeteria Committee will monitor quality of the food and vendor.

JR BR

Section 5. Garnishments - See Common Language

Section 6. Extreme Bad Weather Conditions - See Common Language

Section 7. Work Related Physical Exams - See Common Language

Section 8. Conflict between Company Rules and Contract - See Common Language

Section 9. Bulletin Boards - See Common Language Section 10. Injury to Employees - See

Common Language Section 11. Unjust Incarceration - See Common Language

Section 12. Cafeteria Committee

There shall be a Cafeteria Committee consisting of three (3) members of the Union appointed by the local Union president and three (3) members of Management. The Committee will meet on a bi-annual basis or sooner if necessary to review the quality and pricing of food, the reliability of the vendor, the condition of the cafeteria and vending areas (amenities), make recommendations for improvements, and monitor these activities to address the concerns of employees.

Section 13. Tools - See Common Language

Section 14. Alcohol and Drug Abuse - See Common Language

Section 15. Pay Practices - See Common Language

Section 16. Voting Area in Plant

A designated voting area in the plant 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 Shop Committeepersons, Local Union Officers and Delegates for UAW Conventions. Such voting will take place on employee's break, lunch break, or before or after working hours. It is understood that the Union will involve the Human Resources Department in making arrangements for this activity. It is further understood that this Agreement does not authorize any in-plant campaigning.

Section 17. Joint Orientation Program - See Common Language

Section 18. Recreation Club

There shall be a Recreation Club consisting of up to three (3) members either elected or appointed by the Union and up to three (3) members of Management. The appointed UAW employees, who work on REC club activities or in the Rec club store, will be eligible for a maximum of one (1) hour per week per shift to open the store or attend a REC club meeting during their normal working hours. Each Rec club member will notify his or her Supervisor within the first hour of the shift that they will be performing Rec club activities. The Recreation Club shall meet once each month to jointly administer and budget all joint recreation activities such as summer picnic, Christmas party, etc. Funding for these activities will be derived from the payments made by the Vending Machine Company to the Recreation Fund (commission percent from

JR BR

vending is ~~ten~~ **will be no less than fifteen (15)** (10) percent). 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 19. In-Plant Union Office and Equipment

The Company agrees to furnish and adequately equip (including furniture, computers, and file cabinets) the Union office **as needed**. The Shop Chair, Health and Safety Representative, and Benefits Representative will be supplied companion type phones. The Company agrees to provide an enclosed office space with a locking door for Union use within Fairview which will include a desk, phone, chairs, filing cabinet, desktop computer and printer upon opening for business **and as needed**.

#### Section 20. Training

Employees who wish to be trained on other jobs within their Operating/Support unit should advise their supervisor of their wishes so that training opportunities can be made as time and work schedules permit.

Any employee qualified to train other employees and who trains another employee will be moved up one (1) pay grade for the time spent training.

A qualified trainer is understood to be an employee who has achieved a training matrix level of four (4) on the subject equipment/machine and has successfully completed the Train-the-Trainer course offered by the Company.

The incentive for training another employee is to be moved up one (1) pay grade. Production grade six (6) positions and skilled trades grade seven (7) positions are the top of the pay scale in the CBA. Upgrade of ninety cents (\$.90) for production grade six (6) and one dollar twenty- five cents (\$1.25) for Skilled Trades grade seven (7).

#### Section 21. Security Cameras

Security Cameras will not be used for the purpose of monitoring employees' job performances.

#### Section 22. Foul Weather Gear - See Common Language

#### Section 23. UAW Hand Billing/Leafleting and Rallies

The Company will allow local UAW approved hand billing/leafleting and gate collections to be conducted at appropriate times on the concrete patio outside of the main entrance and outside of the outdoor entrance of the cafeteria. The Union agrees to communicate such activities prior to being conducted and will coordinate the timing of these activities with the HR Manager or designee.

All employee rallies will be conducted beyond the yellow lines outside of the front gate.

#### Section 24. Union Meetings

For monthly Union meetings and Committee meetings employees will be allowed to leave scheduled

JR BR

weekend overtime to attend these meetings and return to work. Time excused will be limited to the time at the meeting and appropriate travel time. Employees are required to notify their supervisor by the end of shift the day prior to the meeting of their intention to attend. This meeting information will be placed, by the Union, on the Union bulletin boards. Failure to comply will result in the time being charged against the employees' discretionary time.

For Union

*[Signature]* 3/1/24  
M Syggs  
Bruce Sawyer  
Cynthia Del  
Bobby Ren

For Company

*[Signature]* 3/1/24  
Bobby Leantz  
*[Signature]* 3/1/24  
J. R.  
Michelle Woolford  
Jasmine Smith  
*[Signature]*  
*[Signature]*

JR BR

**TENATIVE AGREEMENT**  
**Gastonia**

**Company Proposal D**

**ARTICLE 33 SKILLED TRADES**

It is mutually understood and agreed that any issue not specifically covered in this Skilled Trades Article will refer to the entire CBA for resolution.

Section 1. Seniority

1. Any employee entering the Skilled Trades group shall have date of entry seniority into Skilled Trades, which is understood by both parties to be the date the employee first receives grade six (6) Skilled Trades pay, with the exception of an apprentice, who upon completion of the Apprenticeship program will have a date of entry seniority into Skilled Trades as the date he/she entered the Apprenticeship program. Employees entering the Skilled Trades group who are newly hired or from a non-Skilled Trades position on the shop floor will have a probationary period of one hundred twenty (120) worked days. This does not extend the provisions in Article Five (5), Seniority for purposes of benefits and representation. During the one hundred twenty (120) days worked probationary period, the Skilled Trades supervisor and the Skilled Trades representative will evaluate the employees performance four (4) times during the one hundred twenty (120) worked days for all employees entering the Skilled Trades group and will document the evaluation on the appropriate form. If it is determined that an employee came from the shop floor and while on their probationary period does not meet the established criteria or does not perform to the expectations, he will be displaced to an open position or a mutually agreed to position. An employee that came from the outside as a new employee will be terminated if they do not meet the established criteria or expectations.
2. It is understood that any employee who enters the Skilled Trade's classification from the shop floor will maintain any previous seniority towards pensions, vacations, etc.
3. Seniority in the Skilled Trades shall be by work group within Skilled Trades. **In the assignment of the 1<sup>st</sup> daily routine work order and walk through, the Company will take into account the wishes of the workgroup.**

See Attachment D

It is understood that the tool grinder classification will remain under Skilled Trades at a grade six (6) position.

It is understood that Skilled Trades work group classifications are recognized solely for administrative purposes relating to vacation, overtime, training and job posting procedures. No jurisdictional craft restrictions within each group will apply in the assignment of Skilled Trades work. Employees may be assigned to any job to which they are qualified to perform. This is to be understood as the Facilities group will not vote on being job or area specific. The Company will determine qualifications in assigning work. If the Company determines that any Skilled Trades employees are at less than a level three (3) on any part of the training matrix, those employees will receive training according to Section four (4) of this Article.

149

DR

4. Layoff and recall procedure for Skilled Trades employees;

- A) All layoffs and recalls will go by Skilled Trades seniority, by work group. **If a reduction is not needed in all work groups only the affected areas will be reduced.**
- B) In the event of a reduction in force in the Skilled Trades, the employee's plant-wide seniority date will be used for layoff and recall provided the employee had previously held a position outside of Skilled Trades.
- C) All Skilled Trades employees hired off the street shall be laid off back to the street.
- D) Any Skilled Trades employee from a non-Skilled Trades position shall have the right to return to an available non- Skilled Trades position as their plant seniority allows.
- E) Skilled Trades employees will not lose recall rights back to Skilled Trades if accepting a non-Skilled Trades position after being laid off or displaced from Skilled Trades. If a Skilled Trades employee bids on a non-Skilled Trades position after being displaced or recalled, said employee will forfeit all **not lose** recall rights back to Skilled Trades.

5. In the event of a decrease in force in any Skilled Trade, the following procedure shall apply:

- A) FIRST, probationary employees will be laid off from their classification.
- B) SECOND, apprentices, trainees will be laid off in the reverse order of their entry into their apprenticeship.
- C) **THIRD, if the Company and the Union agree to hire Non-Journeyman Skilled Trades they will be laid off in reverse order of their entry into the trades.**
- D) If further employees are to be laid off or displaced, such employees will be laid off or displaced in order of their Skilled Trades seniority within the Skilled Trades seniority list.
- E) When an Apprentice is affected by a reduction in force in Skilled Trades and his plant seniority keeps him in the plant, in a non-Skilled Trades position, the Apprentice will continue his/her formal classroom training until completion following the guidelines in the Standards of Apprenticeship. This training will be on the employees' own time.

Section 2. Criteria for Hiring Journeymen

1. Skilled Trades for the purpose of hiring Journeymen / women shall be those classifications listed below:

Maintenance classifications Electrician  
Forklift Mechanic Machine Repairer Millwright  
HVAC  
Electronic Technician

Tool and Die classifications Tool and Die Maker

E-Coat classifications  
Wastewater Treatment Technician Electronic Technician  
Machine Repairer

ER



Tool Grinder classification Tool Grinder

2. The term Journeyman / woman as used in this Agreement shall mean any person:
- A) Who presently holds a UAW approved Skilled Trades Journeyman / woman card that is recognized under one of the classifications in a Skilled Trades work group as listed in one of the above, or
  - B) Who has served in a bona fide apprenticeship of four (4) years – 8000 hours and holds a certification which substantiates his/ her claim of such service, and holds a certificate of qualification in such trade, or
  - C) Who has eight (8) years of practical experience in the skilled trade or classification in which he / she claims Journeyman's designation and can prove same. A UAW Journeyman / woman card will be accepted as proof.
  - D) There will be an interview process for all prospective Skilled Trades employees meeting one of the above criteria. The interview panel will consist of the local Union Skilled Trades Committee and the Company in equal numbers. It is understood that the interview panel will consist of people from both sides that have a thorough knowledge of the job that the candidate is interviewing for.
  - E) Any machine repairmen who is awarded a job in the E-Coat Technician classification will be required to obtain a waste water certification which will be scheduled and funded by the Company and shall be obtained within one (1) year of entering the classification.
3. Any employment in the Skilled Trades occupations as listed in number one (1) above, after signing of this Agreement, shall be limited to Journeymen/women, apprentices and experienced Skilled Trades people. The Company will present to the Union proof of qualifications before hiring, **Notarized letter on company letter head from employer, school etc. documenting work and time in the trade.**

### Section 3. Outside Contracting

In order to minimize the potential for reduction of Skilled Trades employees as a result of outside contracting throughout the life of this Agreement, the following joint efforts will be implemented:

- A) Planning – Plant management and engineering shall meet weekly to review with the UAW Skilled Trades Representative projected workloads regarding the installation, construction, maintenance, repair, service and warranty work of existing or new equipment, facilities and the fabrication of tools, dies, jigs, patterns and fixtures.
- B) Information – Advance notice of outside contract activities will be provided in situations other than emergencies ~~or when the work order backlog is greater than Fifty Five (55) work orders by completing an outside contracting form and submitting it to the Skilled Trades Representative.~~ **This notice will provide the Union with information on the nature, scope and approximate dates of work. This notification will be by text, email or phone call to the Skilled Trades Representative or designee.** ~~If the work order backlog is greater than Fifty Five (55) work orders, (This excludes PM's and work orders waiting on parts, outside technicians, or Enablon project work orders),~~ ~~the~~ **The** Skilled Trades Representative will be notified for informational purposes only but may request additional

information which will not be unreasonably denied. This advance notice is to permit meaningful discussion and a careful analysis of the Company's workforce capabilities in connection with the subject work. ~~This notice will provide the Union with information on the nature, scope and approximate dates of the work including plans and the number of tradespersons required to perform the work, also the type and duration of any warranty.~~ It is understood that Tabware will be reviewed and corrected by the Skilled Trade representative and the maintenance planner **and the Facilities Manager or designee** on a quarterly **monthly** basis or sooner to ensure that the work order back log is current and up to date.

The Company will consider adding additional Skilled Trades work in lieu of sub-contracting, ~~if an economic justification can be made to the satisfaction of the Company~~

- C) Layoff / Recall – When Skilled Trades employees are on layoff or have been displaced, and consideration is being given to outside contracting work, trades employees will be considered for the work before any contract is awarded, provided that they can perform the available work ~~and if an economic justification can be made to the satisfaction of the Company.~~ In no event shall any Skilled Trades employee be laid off as a direct and immediate result of work being performed by outside contractors.
- D) Full Utilization – It is the policy of the Company to fully utilize its own employees in Skilled Trades in the performance of Skilled Trades work. When such work is required to be performed, Skilled Trades employees will be given first priority to do such work provided they are capable of performing such work, ~~and if an economic justification can be made.~~
- E) When an outside contractor is performing work in the plant, it is understood by the Company and the Union that the contractor will provide all equipment and materials needed to complete the job. This excludes emergency situations and IT related repairs, service and installation and work being performed by the in house janitorial service. In other situations the Facilities Manager and the Skilled Trades Representative will get together for meaningful discussions.
- F) **It is the Company's policy that all visitors, including contractor and vendors, sign in or check in at the gate. The Skilled Trades Representative will have access to the "guard view" visitors list, turnstile activity via Human Resources and paper/electronic sign in history.**

In an effort to improve the equipment effectiveness and reliability once the company has recalled all tradesman and apprentices the following work will not be given to Skilled Trades before outsourcing. Any work that can be performed by Skilled Trades shall be brought back in house prior to any layoffs in Skilled Trades if economically justified.

- Building construction which includes steel, roofing and concrete (except core drilling)
- Gas lines
- Cart building
- Rack building/repair
- Utility service related maintenance as related to main utility sources (i.e. natural gas, electricity, water, fire system, etc.) electricity is defined as the main city line coming in and will stop at the switch gear.
- Fire protection systems installation and repair. (Excluding PMs)
- Asphalt work
- Bathroom and sewer lines

*JR*

- Outside fence installation and repair
- Installation and repair of dock doors, levelers and locks
- Lawn care
- Servicing and cleaning of company vehicles
- Exterminators
- Hazmat
- Forklifts
- Crane systems installation, inspection and repair
- Canteen equipment including freezers
- Pipe insulation and repair
- Compressors

#### Section 4. Training

1. The Company will offer training to employees in all Skilled Trades classifications by shift starting by seniority on a rotational basis and as long as the employee meets any pre-requisites required for the training (example: If a PLC class is offered and the class is in two parts (A & B) a sign-up sheet will be posted for class (A) the senior man who signs up will be highlighted. When class (B) is offered the employee who went to class (A) will go to class (B) regardless of seniority. The next time the same PLC class is offered, any employees who have already taken the class, regardless of seniority will not be eligible to sign up). Training will be provided in advance of new equipment installation and technology changes. Training may be either on-site or provided by vendors at off-site locations. **Training will be provided on the employee's regular shift whenever possible. An employee's refusal to attend training required of the classification will result in the employees removal from the classification.**
2. Upon ratification of this Agreement each employee in Skilled Trades will complete a training matrix to determine training needs and will be provided training based on those needs. **The company training supervisor/skilled trades committee will develop a training program based on the needs of the individual employees and for the group. Once the training program is developed, the Company training supervisor/Skilled Trades Committee will schedule and implement the Training program. The program will be implemented as soon as practicable The company will provide all resources, (paid training time, tools, funding etc.) this will include in or out of plant training to properly train the skilled trades employees.**
3. In the event an outside contractor is scheduled, when feasible (the Company knows at least twenty-four (24) hours in advance) the Company will make every effort to schedule one (1) Skilled Trades employee from each shift to work with the contractor if the work in question is work that we **Skilled Trades** will do in house or plan to do in house in the future. This paragraph does not apply to work that will not be given to Skilled Trades before outsourcing. **All contractors will be advised that assigned Skilled Trades employees may be observing and if possible training on the work the contractor is performing.**

#### 4. New Technology Training

The Company shall **will** provide or schedule appropriate training for a minimum of two (2) Skilled Trades employees from each shift on all new equipment prior to or after installation. The Company will agree to additional training either offsite or onsite that has to be approved by the Facilities Manager and the Skilled Trades Chairman. The Supervisor of Gastonia PMP Training will arrange and schedule the training. Request for additional training will not be unreasonably denied. Any issues of such request that can't be resolved will be reviewed by the Facilities Manager, HR Manager, Shop Chair and the Skilled Trades Chairman if necessary.

5. To improve upon the training of the apprentices the Company and the apprenticeship committee will establish a program to assign apprentices to work under the guidance of a Senior Mechanic, Tool and Die Maker or an E-coat Technician until the apprentice has completed their apprenticeship program.
6. It is understood by both parties that whenever an employee is signed up for training, He/ She will not be pulled from such training unless approved by the Facilities Manager which will notify the Skilled Trades rep to the reasoning in doing so. If an employee is pulled out of training unexpectedly, the employee's training will be rescheduled as soon as possible.

#### Section 5. Overtime

1. Facilities will abide by Article 8 and LOU – Attendance Control Policy. If pre-planned special project work is completed early and/ or start or stop times are altered by management, it will be noted on Kronos. (Example: Sunday E-Coat tank dumps completed in less than the projected time-frame).
2. Unless the scheduled work concludes early and is so noted on Kronos, employees reporting late or leaving early will be subject to the LOU – Attendance Control Policy.
3. All holiday weekend work in Skilled Trades will be done by most senior volunteers first, and then least senior mandated for the balance of employees required to work. Skilled Trades employees working the Christmas shutdown can be mandated to work a shift other than their own and shall have the option of receiving double-time pay plus a block of vacation (one (1) week) as long as the employee works the full scheduled forty (40) hours over the shutdown. **All team leaders or backups will be allowed to work as team leaders. The signup list for the Christmas shutdown week will be posted on the 1<sup>st</sup> Monday of Nov. and will be highlighted on the 1<sup>st</sup> Monday of Dec. at 10:30 am.** This block of vacation must be taken as a full week before the next Christmas shutdown, and if not the employee will be paid forty (40) hours of straight time. The Christmas shutdown work **if limited**, will be rotated within each work group starting with the most senior on a year to year basis for the life of this Agreement.
4. Project/Weekend overtime work that is not pertaining to normal production and overtime will be posted and highlighted by mid shift Wednesday. If project work is not determined until after Wednesday, the Facilities Supervisor or Manager will contact the union **Skilled Trades Representative** about the specific needs and determine who should be contacted to offer such work by seniority.

## Section 6. Representation

Grievances generated by Article 33 language will be handled by the Skilled Trades Representative. All other issues and grievances will be handled by the District Committeeperson assigned to Skilled Trades.

## Section 7. Miscellaneous

1. Should a Skilled Trades employee become permanently medically unable to follow his / her skilled trade, the Company will place such an employee on an available job he / she is qualified to perform within their restrictions and will take their total seniority with them. However, if placed in a non-skilled trade classification, he / she shall then forfeit all rights within the Skilled Trades.
2. **The Company will provide all tools and toolboxes required for employees to perform their duties in a safe manner.** The Company will replace all tools **and toolboxes** that are damaged through use on the job if the damaged tool is presented to plant management. **The Company shall maintain a list of all tools and equipment to be provided pursuant to this provision.**
3. The Company will provide uniforms for all maintenance and E-coat Technician employees. These uniforms are Company property and shall not be defaced. The uniforms will be replaced by the Company as needed for wear and tear.
4. Skilled Trades employees ~~may~~ **will** be offered the opportunity to participate in all Continuous Improvement events that will require any Skilled Trades work.
5. Whenever a bargaining unit employee, **contractor or vendor (excluding CIS )** is in the plant **or in any location covered by the CBA, each location will have** at least two (2) maintenance mechanic employees ~~will be~~ assigned to work (buddy system). **If CIS is in the plant and performing no-janitorial work (for example disassembling machines or moving equipment), such work shall be covered by the buddy system. This provision will only apply to Fairview if shift staffing in Skilled Trades is at 75% or greater.**
6. The "buddy system" will also be maintained for E-Coat Technician's. This may include a maintenance mechanic working with the E-Coat Technician or E-Coat Apprentice.
7. The Company will pay for continuing education classes and renewal fees to maintain active certification of all State or Federal Licenses held by Skilled Trades employees that are related to a skilled trade (electrical, refrigeration, and wastewater).
8. Upon notification and approval of Facilities Supervisor, any Skilled Trades employee who is working on an open work order which has equipment down affecting production at the end of their shift will be allowed to work up to thirty (30) minutes past the end of their shift to convey information about the job they are working on without having to sign the overtime book to do so.
9. ~~The Company will agree to assign Two (2) Maintenance Mechanic's per shift, to work at the Fairview Facility on a daily basis. If the workload dictates, they can be pulled back to the main plant at the direction of the Supervisor or Manager. This provision will not be abused.~~
10. During the 2018 **2024** negotiations the Company and the Union discussed the necessity of maintaining and following the current apprenticeship standard and the Company has agreed to hire a minimum of ~~eight (8)~~ **twelve (12)** skilled trade apprentices during the life of this contract.
11. Upon ratification of this Agreement the Company and Union agree to have alternate Skilled Trades weekend shift work schedules. Employees within Skilled Trades can be displaced to and from the weekend shifts. Employees within Skilled Trades shall not be displaced unnecessarily. When employees are involuntarily displaced the Company must be actively recruiting within that classification. When a new Skilled Tradesmen is hired, upon his/her successful probationary period, the most senior

involuntarily displaced employee within that classification will be offered the opportunity to return to one of the regular shifts. In the event that production does not staff a weekend shift, Skilled Trades retains the right to do so. For administrative purposes the Skilled Trades weekend shift will follow the LOU weekend shift language unless otherwise specified in Article 33.

12. Non-Skilled trades employees will not be permitted or asked to perform any skilled trades work. All work will be reviewed for compliance.
13. The Company will maintain a minimum of 2 forklifts, 1 dedicated to maintenance and 1 for Ecoat techs, along with 7 personnel carts, 4 Maintenance, 2 for tool and die and 1 for Ecoat techs.
14. All skilled trades forklifts, personnel carts and man lifts will have an annual safety inspection that will be displayed on each cart/lift. Rentals will be provided if carts or lifts are taken out of service.
15. The current maintenance tracking software "Tabware" will be jointly evaluated and upon mutual agreement will be replaced.
16. As part of the CAPEX meeting, the Skilled Trades Representative will be included in all new equipment reviews before purchase i.e., Presses, Laser Shakers, die separators, TTX ecoat system and die carts.
17. At the Unions request, Skilled Trades will be allowed to use shift preferences on all shifts (including weekend shift).

For Union 4-18-24

KDS

Matth [Signature]

Bruce Sawyer

Anthony [Signature]

[Signature]

[Signature]

For Company

[Signature] 4/18/24

Bob [Signature]

[Signature]

[Signature]

**TENTATIVE AGREEMENT**

**Gastonia**

**ARTICLE 40**

**DURATION OF AGREEMENT**

**Section 1.** This Agreement shall become effective as of April 27, 2024, and shall remain in effect until 11:59 pm March 3, 2028, and thereafter until either party serves a sixty (60) day written notice to the other specifying a desire to modify or terminate this Agreement. Should neither party give such sixty (60) day notice, this Agreement shall remain in full force and effect until such notice is given and for sixty (60) days thereafter.

**Section 2.** Upon receipt of said notice, the parties shall promptly arrange a mutually agreed upon date to commence negotiations pursuant to such written notice. Any new Agreement or contract modifications negotiated between the parties shall not be binding or effective unless reduced to writing and signed by the Corporate Representative and the Plant Manager and the members of the Local Shop Bargaining Committee, the UAW Regional 8 Director and the Director of the UAW Heavy Truck Department.

In witness whereof, the parties hereto have set their hands and seals this 27<sup>th</sup> day of April 2024.

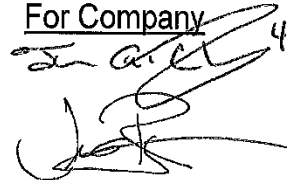
For Union

4-27-24



For Company

4/27/24



**TENTATIVE AGREEMENT**

**Gastonia**

**ATTACHMENT D**

**Gastonia Components and Logistics Operating Units & Work  
Group Classifications**

Automation Support Unit:

*Classification:*

Robot Technician

Paint Operating Unit:

*Classification:*

Production Technician

*E-Coat Work Group:*

*Classifications:*

Team Leader

E-Coat Operator

Senior Painter

*Powdercoat Work Group:*

*Classifications:*

Team Leader

Powdercoat Operator

Senior Painter

Weld Operating Unit:

*Classification:*

Production Technician

*Robot Weld Work Group:*

*Classifications:*

Team Leader

Welder / Fabricator

Robot Operator

JR BR



*Manual Weld / Battery Box Work Group:*

*Classifications:*

Team Leader  
Welder / Fabricator  
Machine Operator

*Spotweld Work Group:*

*Classifications:*

Team Leader  
Machine Operator

Facilities Support Unit:

*Classification:*

Facilities Technician

*Maintenance Work Group:*

*Classifications:*

Team Leader  
Senior Maintenance Mechanic  
Maintenance Planner  
Maintenance Apprentice

*E-Coat Technician Work Group:*

*Classifications:*

Team Leader  
E-Coat Technician  
E-Coat Technician Apprentice

*Tool and Die Work Group:*

*Classifications:*

Team Leader  
Tool / Die Maker  
Tool & Die Coordinator  
Tool & Die Planner  
Tool & Die Apprentice

*Tool Grinder Work Group:*

JR BR

*Classifications:*

Tool Grinder

Machine Shop Operating Unit:

*Classification:*

Production Technician

*Machining Work Group:*

*Classifications:*

Team Leader

Machinist

Set-up Specialist

Materials Support Unit:

*Classification:*

Materials Technician

*Fairview Materials Work Group:*

*Classifications:*

Team Leader

Material Handler

Auditor

MUL Desk

Expeditor

Outside Processing / Air Freight Handler

*Tulip Materials Work Group:*

*Classifications:*

Team Leader

Material Handler

MUL Desk

Expeditor

Outside Processing / Air Freight Handler

Plate Shop Operating Unit:

*Classification:*

Production Technician

JR BR

Brakes Work Group:

Classifications:

Team Leader

Set-up Specialist

Machinist

**Utility Team Member**

*Super-Cell 1 Work Group:*

*Classifications:*

Team Leader

Laser Tech

Machinist

Machine Operator

*Amada Work Group:*

*Classifications:*

Team Leader

Set-up Specialist

Machinist

*Saw / Shears Work Group:*

*Classifications:*

Team Leader

Machine Operator

Pressline Operating Unit:

*Classification:*

Production Technician

Set-Up Team Leader

Pressline Technician

Utility Team Member

*Pressline East Work Group:*

*Classifications:*

Team Leader

Set-up Specialist

JR RL

Machine Operator  
Machinist

*Pressline Middle East Work Group:*

*Classifications:*

Team Leader  
Set-up Specialist  
Machine Operator  
Machinist

*Pressline Central Work Group:*

*Classifications:*

Team Leader  
Set-up Specialist  
Machine Operator  
Machinist

*Pressline West Work Group:*

*Classifications:*

Team Leader  
Set-up Specialist  
Machine Operator  
Machinist

Quality Support Unit:

*Classification:*

Quality Technician

*Fairview Quality Assurance Work Group:*

*Classifications:*

Team Leader  
Floor Inspector

*Tulip Quality Assurance Work Group:*

*Classifications:*

Team Leader  
Floor Inspector

JR BR

CMM / Gage Lab  
QAT / Dispo

Assembly Fairview Operating Unit:

*Classification:*  
Production Technician

*Assembly 1 Work Group:*

*Classifications:*  
Team Leader  
Machine Operator  
**Machinist**

*Forward Frame Work Group:*

*Classifications:*  
Team Leader  
Machine Operator  
**Machinist**

*Assembly 2 Work Group:*

*Classifications:*  
Team Leader  
Machine Operator  
**Machinist**

*Assembly 3 Work Group:*

*Classifications:*  
Team Leader  
Machine Operator  
**Machinist**

Assembly Tulip Operating Unit

*Classification:*  
Production Technician

*Robot Assembly Work Group:*

*Classifications:*

JR BR

Team Leader  
Machine Operator  
Robot Operator  
Machinist

TOS Support Unit:

*TOS Work Group:*  
*Classifications:*  
TOS Facilitator  
TPM Facilitator  
Grade 4 CI Shop (see Note 1)  
Grade 5 CI Shop (see Note 1)  
Grade 6 CI Shop (see Note 1)

The TPM Facilitator will be appointed by the Vice President / Director of the Heavy Truck Department to serve as a full time at forty (40) hours per week in their respective capacity.

The number of employees within each workgroup classification will be determined by Management. Production, Facilities, Materials or Quality Techs may be assigned to multiple areas at management's discretion.

"Tulip" refers to the building at 1400 Tulip Drive, Gastonia, NC.

Note 1: When the need arises to displace employees and there are no current open positions to fill, the Company may place employees in a CI Shop position. These CI Shop positions will not exceed a six (6) month time period from entry date unless mutually agreed by the Company and Union. Employees in these roles will retain recall rights to their involuntarily-displaced workgroup. When permanent C-level or higher positions need to be filled from the CI Shop employees, all employees in the CI Shop role will be combined by seniority, regardless of grade, and polled for the permanent positions in senior volunteer / least senior mandated order. There will be no recall rights to CI Shop positions. The 30/60 language in Article 12, Section 7(b) does not apply to employees in the CI Shop pool.

JR BR

For Union

Myra [unclear] 2/22/24  
M. Syggs  
Bruce Sawyer  
Boog Re 2-28-24

For Company

2/28/24  
Bobby L. Pearson Sr.  
2/28/24  
Michelle Wolford  
Dorinda [unclear]  
[unclear]

JR 30

# TENTATIVE AGREEMENT Gastonia

## Attachment E Pre/Post Training Requirements

	Grade 7		Grade 6							
	Skilled Trades Team Leader & Planner	Team Leaders	Material Technician	Production Technican	Quality Technician	M/L Desk	TDA Facilitator	Pressline Technician	Robot Technician	Laser Technician
Pre-Requirements Pass/Fail		Blue Print Geometric Dimensioning and Tolerancing Gage *For Production and QA Only			Blue Print Geometric Dimensioning and Tolerancing Gage			Blue Print Geometric Dimensioning and Tolerancing Gage		Blue Print Geometric Dimensioning and Tolerancing Gage
Pre-Requirements Class Completion or Experience	2 years Daimler Skilled Trade Experience in that trade for Fairstar Team Leader must have completed Skilled Trade proficiency period									
Post-Requirements Class Completion	Leadership Truck Operating System	Leadership Truck Operating System	Truck Operating System	Truck Operating System	Truck Operating System	M/L EMR Training	Leadership Truck Operating System	V-Die Custom Tool Operations Transfer Press Operations TDR/SMED	Robotics and PLC Trucks and Programming	Welding Software

	Grade 5				Grade 4	
	QA (Floor Inspector, CMM/Gage Lab, CAT/Dispo)	Production (Machinists and Setup Specialists)	Production Welder/Fabricator	Robot Operator	Materials Expeditor	Machine Operator
Pre-Requirements Pass/Fail	Blue Print Geometric Dimensioning and Tolerancing Gage	Blue Print Geometric Dimensioning and Tolerancing Gage	Blue Print Geometric Dimensioning and Tolerancing Gage			
Post-Requirements Class Completion		TOS/SMED (Set-up Specialists only)	Must pass Weld Certification	Blue Print	MIER/IMS Training	Blue Print



For Union 3-20-24

*[Signature]*

*[Signature]* 3.20.24

Bruce Sawyer

Anthony Oal

*[Signature]*

Bob Rutledge

Brian UAW

For Company

*[Signature]* 3/20/24

*[Signature]* 3/20/24

John

Bob L. Pearce

*[Signature]*

*[Signature]*

John S.

## TENTATIVE AGREEMENT

Gastonia

### LETTER OF UNDERSTANDING BACKUPS SELECTION PROCESS

In the 2018 2024 negotiations, the Company and the Union agree to establish backups for all Team Leader, Mul desk, Air Desk, Painter, Robot Technician, and Pressline Technician, Expeditor, Receiving Pit, Tool and Die Coordinator and Laser Technician positions. The selection process for backups will be as follows:

1. All present backups will maintain their current backup position, unless they choose to resign their position or bid out of the workgroup.
2. When the need arises to replace the backup position, it will be filled by the most senior volunteer in the workgroup, **with the exception of the Tool and Die Coordinator, which will be filled by most senior volunteer within Tulip Materials work group.**
3. Backups will be provided adequate training and may be required to fill in if needed during normal working hours when the normally assigned employee is absent.
4. In cases where both are absent the most senior qualified volunteer from the workgroup will fill in.
5. In cases of daily/weekend voluntary overtime when the normally assigned employee is not available to work, the backup will have first priority for the scheduled overtime on the primary sheets.
6. Any issues that arise from this process will be resolved through mutual agreement.
7. **No employee will be allowed to back-up more than one position at a time, unless there are no other volunteers.**

JB

For Union

3/1/24  
Ky [unclear]  
Ray Syys  
Bruce Sawyer  
Curtis [unclear]  
Bog [unclear]

For Company

3/1/24  
[unclear]  
Bobby [unclear]  
[unclear] 3/1/24  
[unclear]  
Michelle Woolford  
Jasmine Smith  
[unclear]  
[unclear]

JR BR

**TENATIVE AGREEMENT**  
**Gastonia**

**LETTER OF UNDERSTANDING CONTRACT TRAINING**

Upon ratification of the contract, the Company agrees to schedule a contract implementation training session as soon as reasonable with the Managers, Supervisors, UAW Committeepersons and first alternates.

For Union

Hy DS 2/24/24  
My Syys  
Bruce Sawyer  
Billy Ren 2-26-24

For Company

2/26/24  
Bobby L. Pearson  
2/26/24  
J. R.  
michele Woolford  
Jrromin Smith  
Hy S. Ren  
J. R.

J. R.

**TENATIVE AGREEMENT**  
**Gastonia**

LETTER OF UNDERSTANDING  
ELECTRONIC DOCUMENTS AND AUTOMATED PROCESSES

In an effort to reduce the overall administrative burden on Management and the employees, the parties agree that it is important to transition to electronic and automated processes where paper forms and manual processes have traditionally been utilized. The parties agree to discuss and implement by mutual agreement, process changes that will eliminate paper forms and manual processes where administrative efficiencies can be realized. It is agreed that neither party will unreasonably withhold their mutual agreement.

For Union

Ry Delt 2/26/24  
M Sps  
Bruce Sawyer  
Bog Ran 2-26-24

For Company

2/26/24  
Bobby L. Keane  
2/26/24  
Joseph  
michel woolford  
Jamin Smith  
J. R. B.

JR BC

## TENTATIVE AGREEMENT

### LETTER OF UNDERSTANDING FLOATERS / PRESSLINE UTILITY

Anytime floater is referenced in the CBA, it's defined as extra headcount within a workgroup classification that does not have a permanent assigned position within that classification. This letter explains how Floaters within work group classifications choose jobs at the beginning of their shift to fill in for absenteeism. All floaters and employees whose jobs are not running, will choose by seniority according to the selection order listed in Article 8 to fill the openings for the day. Once the jobs have been filled, if a decision is made to fill a position that an employee had been moved out of or did not run, that employee will have the option to return to that position. It is understood that the floaters are not a separate work group classification. If an employee is displaced from the work group by seniority a more senior employee may be moved, regardless of seniority, to back fill their position. At no time, will a floater fill a permanent assigned position on a permanent basis.

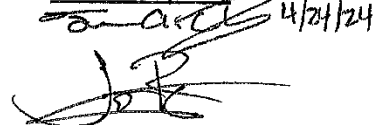
The Union and The Company both agree that the Pressline Utility Group is intended to provide critical support to the pressline in order to mitigate absenteeism. Both parties want the individuals in this workgroup to be the most skilled and versatile press operators across the entire pressline. In order to make this vision a reality, both parties will mutually agree to the following:

- All team members need a stable environment to learn the multiple skills required to be a safe, effective and efficient press operator
- Training and press familiarity will be placed above personal preference during the assigning of work by management
- All utility team members will train for four (4) weeks in each area on press operation and one (1) week in each area on setup procedures until they have successfully covered all areas (Central, East, Middle East and West).
- Upon successful completion of the training, daily work assignments will be chosen by the employees based on seniority from the open machines.
- New employees into the utility team will complete the general classroom training outlined for the press area and upon completion will adhere to the same process as outlined above.
- Any machine deemed necessary to carry out training will not be considered an open machine.

For Union 4-25-24



For Company



**TENATIVE AGREEMENT**

**Gastonia**

**LETTER OF UNDERSTANDING GRADUATION ON MANDATORY  
OVERTIME**

In the 2013 negotiations, the Company and the Union agreed that employees will be excused from mandatory overtime to attend the graduation of a son, daughter, step-son, step-daughter, spouse, parent or grandchild. This applies to high school, military, or college (Associates Degree or higher) graduation only. Employees must notify their supervisor by mid-shift on the Wednesday before the mandated Saturday overtime. The Company reserves the right to replace excused employees by either mandating other employees or accepting volunteers. Each employee will be required to bring in documentation along with the name and relationship written on the documentation.

For Union

Key Dill 2/26/24  
A. Syggs  
Brene Savage

Boyer 2-24-24  
②

For Company

2/26/24  
Bobby L. Pearson Jr  
2/26/24

Jo Re

Michel Woolford  
Jasmine White

Jo Re  
Jo Re

Jo Re

**TENATIVE AGREEMENT**  
**Gastonia**

**LETTER OF UNDERSTANDING**


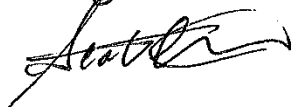
**Job Security**

Effective upon ratification of this Agreement it is understood that ~~p~~Prior to any layoffs, all Gastonia controlled parts that are outsourced to outside vendors will be insourced back to Gastonia given the proper manufacturing and financial justification where capacity exists. **In addition, corporate controlled parts on Long Term Agreements (LTAs) that were previously within Gastonia control within the last seven (7) years will be reviewed for return given the proper manufacturing and financial justification where capacity exists. LTAs within six months of expiration shall be subject to such review.** Management will work with the Sourcing Representative to identify all work that can be brought back to minimize headcount reductions at all DTNA Gastonia Components and Logistics Facilities. **For areas with farmout parts, the Company will attempt to maintain Saturday voluntary overtime.**

For Union 4-18-24

Ry 25  
David Bryant 4-18-24  
Rena Sawyer  
Ry 25  
Anthony Od  
JH Gault

For Company

 4/18/24  
Bob L. Hunt  




**TENATIVE AGREEMENT**  
**Gastonia**

Letter of Understanding Lumpsum Payments

The Company agrees to the following:

June 1, 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

*Myra [Signature] 2/27/24*  
*Aj Syys*  
*Bruce Sawyer*  
*Boog [Signature]*

For Company

*[Signature] 2/26/24*  
*[Signature]*  
*Bob Leman*  
*[Signature] 2/24/24*  
*[Signature]*  
*Michelle Wuelkel*  
*Oppen [Signature]*  
*[Signature] JR BR*

**TENTATIVE AGREEMENT**  
**Gastonia**

**LETTER OF UNDERSTANDING PLANT CLOSING – GASTONIA**

This will confirm that during the term of the new Collective Bargaining Agreement, Daimler Trucks North America will not close, nor partially or wholly sell, spin-off, split-off, consolidate or otherwise dispose of any form, or business unit of any type, constituting a Bargaining Unit under this Agreement.

For Union 3-20-24

*Kenny [Signature]*

*Jim [Signature] 3-20-24*

*Bruce Sawyer*

*Anthony [Signature]*

*Dj [Signature]*

*Bob [Signature]*

*Bill [Signature]*

For Company 3/20/24

*[Signature] 3/20/24*

*[Signature] 3/20/24*

*[Signature]*

*Bob [Signature]*

*[Signature]*

*[Signature]*

*Thom [Signature]*

**TENTATIVE AGREEMENT**

**Gastonia**

**LETTER OF UNDERSTANDING**

**PROCEDURE FOR LEAVING THE PLANT FOR EMERGENCIES**

In the 2013 negotiations the Company and the Union agree that the following procedure will apply for requesting to leave early during emergency situations only:

- 1) The employee must notify their Supervisor of the necessity to leave the plant due to an emergency. If the Supervisor does not answer, leave him/her a voicemail message.
- 2) If your Supervisor is not available, the employee is required to call another member of management. If the other member of management does not answer, leave him/her a voicemail message.
- 3) If the employee cannot notify their Supervisor in person and must leave the two voicemails as indicated above, both voicemails must include the employees pay preference.
- 4) If an employee is unable to fill out the Request for Pay form at the time of their emergency, upon their return to the plant, the employee must obtain and complete the Request for Pay form located in a designated area. This form should be submitted to the Supervisor.
- 5) Upon return, an employee may be required to provide written documentation of the emergency.

For Union

*[Signature]* 2/29/24  
A. Syggs  
Bruce Sawyer  
Anthony Nelson  
Boog Ren

For Company

*[Signature]* 2/29/24  
Bobby L. Pearson  
*[Signature]* 2/29/24  
*[Signature]*  
Michael Wheeler  
Normin Smith  
*[Signature]*  
*[Signature]*

JR BL

**TENATIVE AGREEMENT**  
**Gastonia**

**LETTER OF UNDERSTANDING TOBACCO POLICY**

This Letter memorializes the understanding and agreement between the parties concerning the importance of a tobacco-free working environment. All Gastonia facilities will remain free of tobacco usage inside the facility. Any use of tobacco products will only be allowed during non-working hours and break times at designated areas outside the facility.

The Company will maintain four (4) covered smoking/tobacco areas at the main facility and two (2) at the Fairview building.

The Company and the Union agree to encourage employees to utilize the Employee Assistance Program (EAP) or other available health benefits to voluntarily enter a tobacco cessation program.

For Union

*Hy D* 2/26/24  
*M S*  
*Bruce Sawyer*  
*Boo Ra* 2-26-24

For Company

*[Signature]* 2/26/24  
*Bob L. Pearson Jr.*  
*[Signature]* 2/26/24  
*[Signature]*  
*Michael Woolford*  
*Josmar Smith*  
*[Signature]*  
*[Signature]*

*BR*

**TENATIVE AGREEMENT**  
**Gastonia**

LETTER OF UNDERSTANDING UNION FLAG AND UAW LOGO

DTNA will continue to fly the UAW flag in front of the main DTNA Gastonia Components and Logistics plant. The Company will also add a flagpole at Fairview facility; there will be an American, State, Daimler and UAW flag flown. The Company will display a 24" to 36" UAW insignia on the glass window directly beside the front door entry of Fairview and the main plant.

For Union

By *[Signature]* 2/26/24  
*[Signature]*  
Bruce Sawyer  
Bob Rea 2-26-24

For Company

*[Signature]* 2/26/24  
Bobby Plean 5-  
*[Signature]* 2/26/24  
*[Signature]*  
michele woolford  
Quinn Smith  
*[Signature]*  
*[Signature]*

*[Signature]* BR

**TENTATIVE AGREEMENT**  
**Gastonia**

**LETTER OF UNDERSTANDING WEEKEND SHIFTS**

For the purpose of addressing operational needs, the Company has the option to utilize a weekend shift configuration. The weekend shift proposed in this Letter of Understanding may be utilized partially or fully depending on business needs. The provisions of this LOU are subject to change based on mutual agreement.

Hours of Work

The weekend shift configuration consists of two (2) ~~four (4)~~ independently scheduled shifts. The regularly scheduled workweek for employees working the weekend shift configuration consists of three (3), twelve (12) hour shifts, thirty-six (36) hours in total duration.

**Shift A**

~~Friday through Sunday; 6:30 AM through 6:30 PM~~

**Shift B**

~~Thursday through Saturday; 6:30 PM through 6:30 AM~~

**Shift C**

~~Saturday through Monday; 6:30 AM through 6:30 PM~~

**Shift D**

~~Friday through Sunday; 6:30 PM through 6:30 AM~~

**Fourth Shift A**

**Friday through Sunday; 6:30 AM through 6:30 PM**

**Fifth Shift A**

**Saturday through Monday; 6:30 PM through 6:30 AM**

Breaks/Lunch

Employees working the weekend shift configuration will be subject to three (3) paid work breaks per shift. The first break will be fifteen (15) minutes long, and it will take place in the first five (5) hours of the shift. The lunch break will be thirty (30) minutes long. The last break will be fifteen (15) minutes long and it will take place in the last five (5) hours of the shift.

Compensation and Overtime

Employees working the weekend shift are paid forty (40) straight-time hours for working their regularly scheduled, thirty-six (36) hour workweek at their respective rate and step on the wage progression scale.

JR BR

Any time worked in excess of twelve (12) continuous hours will be paid at double the rate of normal pay (based on Attachment A). Any Tuesdays and Thursdays worked by weekend shift employees will be paid at time and one half the normal rate of pay (based on Attachment A). All other days worked other than their normal shift will be paid at double the rate of normal pay (based on Attachment A).

**Employees regularly assigned to the weekend shift will receive a shift premium for all hours worked** ~~Employees regularly assigned to the weekend shift which are scheduled and take place in the night (B, D shifts) are eligible to receive a \$0.75 hour shift premium for all hours worked.~~

#### Benefits

Employees working the weekend shift are entitled to full benefits subject to the terms and conditions of this contract.

#### Job Postings

For initial weekend shift implementation, the newly created weekend shift positions will be subject to one (1) posting cycle, then will go external and be filled by newly hired employees. All other openings will be subject to an additional posting and filled in accordance with Article 12, Job Posting. Job Assignments

It is the intent of the Company to utilize this weekend shift to provide production support, specifically regarding Monday/Friday absenteeism. As such, employees working these hours will be expected to fill in for absenteeism on Mondays and Fridays within their workgroup classification. Regular weekday shifts have priority on their scheduled workdays. Weekend shift have priority on days they are scheduled that the weekday shift is not scheduled.

If there is a need to displace employees from a classification, a "floater" from the weekend shifts will be the first to be displaced by seniority. On weekends, the weekday employees will be placed into the floater pool. These employees will pick open positions by seniority, and they will be the first to be displaced.

Employees working the weekend shift will be allowed to exercise shift preference by workgroup classifications within the weekend shifts only ~~(A to or from B and C to or from D)~~. Shift transfers will otherwise be subject to the terms and conditions outlined in Article 13 of this contract. Employees are subject to displacements from the weekend shift based on business needs.

#### Holidays

Weekend shift employees will receive a minimum of the total annual holiday pay (at normal rate for each job classification) that a weekday shift employee receives.

JR BR

<u>2018</u>	<u>Shift A &amp; B</u>	<u>Shift C &amp; D</u>
<u>Memorial Day</u>	<u>Monday, May 27th,</u> <u>2018</u>	<u>Monday, May 28th,</u> <u>2018</u>
<u>Independence</u> <u>Day</u>	<u>N/A</u>	<u>N/A</u>
<u>Labor Day</u>	<u>Sunday, September</u> <u>2nd, 2018</u>	<u>Monday, September</u> <u>3rd, 2018</u>
<u>Veteran's Day</u>	<u>Sunday, November</u> <u>11th, 2018</u>	<u>Monday, November</u> <u>12th, 2018</u>
<u>Thanksgiving</u> <u>Day</u>	<u>N/A</u>	<u>N/A</u>
<u>Day After</u> <u>Thanksgiving</u>	<u>Friday, November</u> <u>23rd, 2018</u>	<u>N/A</u>
<u>Christmas</u>	<u>Friday, December</u> <u>28th, 2018</u>	<u>Monday, December</u> <u>24th, 2018</u>
<u>Christmas</u>	<u>Saturday, December</u> <u>29th, 2018</u>	<u>Saturday, December</u> <u>29th, 2018</u>
<u>Christmas</u>	<u>Sunday, December</u> <u>30th, 2018</u>	<u>Sunday, December</u> <u>30th, 2018</u>
<u>Christmas</u>	<u>N/A</u>	<u>Monday, December</u> <u>31st, 2018</u>
<u>Equalization</u>	<u>Plus 3 Hours</u>	<u>Plus 3 Hours</u>

The Company and the Union will mutually agree to a weekend shift holiday schedule from 2019 to the expiration of the contract within sixty (60) days of ratification.

**The Company and the Union will mutually agree to a weekend shift holiday schedule for duration of contract after ratification.**

For a transfer of shift to and from any weekend shift, holiday pay will be adjusted to the year to date holiday payout of the shift the employee transfers to at the time of transfer.

**Sick/PTO Time**

Weekend shift employees will receive a minimum of the total annual sick/PTO pay (at normal rate for each job classification) that a weekday shift employee receives.

**Bereavement Pay**

Bereavement Leave will be administered per Article 20 - Section 13 with the following exceptions: Employees shall be excused with pay for three (3) scheduled workdays, for a bereavement leave of a five (5) day qualifying event, two (2) scheduled workdays for a three (3) day qualifying

JR BR



event and one (1) day for all other qualifying events under the terms of this Agreement.

Vacation

Weekend shift employees will receive the same vacation entitlement calculated in weeks that a weekday shift employee receives. The Company and the Union will use the same pro-rata schedule in our Labor Agreement for vacation pay calculation as outlined in Article 10 Section 3 (1200 hours equals 100% of vacation pay). Employees getting forty (40) hours working thirty- six (36) would be given credit for forty (40) hours worked against vacation entitlement pay\_Miscellaneous

The Company and the Union agree that when production volumes decrease (by workgroup), the weekend shift will be combined back into the normal workweek. The normal workweek is defined as Monday – Friday, five (5) eight (8) hour days consisting of first, second, and third shift.

Any issues not covered in this LOU that arise will be mutually resolved by both parties.

For Union

*[Handwritten signature]* 2/29/24  
*[Handwritten signature]*  
Bruce Deary  
Anthony Dobson  
B. Ogden

For Company

*[Handwritten signature]* 2/29/24  
Bart Stewart  
*[Handwritten signature]* 2/29/24  
*[Handwritten signature]*  
Michel Wuefrel  
Thomas Smith  
*[Handwritten signature]*  
*[Handwritten signature]*

RBR

**TENATIVE AGREEMENT**  
**Gastonia**

**LETTER OF UNDERSTANDING**  
**SKILLED TRADES SUPPLEMENT**

**1. Introduction**

**This Skilled Trades Supplement shall apply to all Skilled Trades and Apprentices as applicable herein.**

**The Company and the Union recognize the importance of a well-trained, properly equipped, and effective Skilled Trades workforce to the success of the organization. The safe, efficient, and collaborative execution of Skilled Trades contributions to operational success are the goals of the Company and the Union, jointly working together to foster these important principles.**

**The Union and the Company recognize that the plant's ability to be competitive is contingent upon improving the effectiveness, flexibility, empowerment, stability, and job security of the Skilled Trades workforce. The parties agree that this will be applied in a manner that supports our mutual objectives to manufacture products safely at industry leading quality, cost, and timing levels while enhancing the rights, dignity, and empowerment of UAW Skilled Trades workers.**

**The parties agree to provide an organizational culture that will serve the needs of our UAW-represented skilled employees and provide our customers with continuous improvements in product quality and value.**

**The parties agree that the first 120 days after ratification that the company will hire only Journeymen, unless mutual agreed upon.**

**2. Hiring Journeymen**

**The Company and the Union are committed to the standards set forth for our Skilled Trades. When Hiring Skilled Trades, the parties agree that the Company should and will make best efforts to hire Skilled Trades people with the following qualifications:**

- **Completion of a bona-fide apprenticeship program with standards equivalent to the Union/Company Apprenticeship Standards, or**
- **Eight (8) years of documented experience in the trade.**

**In applying this policy, it is understood that the Company must maintain appropriate flexibility to be able to meet its skilled workforce requirements in those unusual situations where applicants who fully meet the criteria are unavailable.**

1/5

JR

In those circumstances where Journeymen and/or apprentices are not available, the Company may hire non-journeymen externally under the following conditions:

- (i) if the new employee has less than four years experience in the trade, they will be placed in the apprentice program;
- (ii) if the new employee has four years or more experience in the trade, they will be considered "Non-Journeymen."

### 3. Non-Journeymen

Any new employee within the category of Non-Journeyman shall be subject to following training and mentorship requirements in lieu of the apprentice program.

At the onset of employment, the Training Supervisor and Skilled Trades Committee will assess the new employee and determine the training matrix necessary for that Non-Journeyman to develop all necessary skills to achieve journeyman status in the remainder of eight years.

The Non-Journeyman shall be subject to evaluation same as apprentices.

Once the Non-Journeyman completes a total of eight years of experience in the trade (a combination of the time credited at the start of employment plus the on-the-job training/experience with the Company) the Non-Journeyman will be granted his/her Journeyman status.

### 4. Miscellaneous

Non-Journeymen shall be deemed a separate classification from Journeymen and Apprentices.

Journeymen shall continue to maintain priority over Apprentices and Non-Journeymen in regards to overtime, training, and all other matters for which Journeymen hold priority over Apprentices.

### 5. The Apprentice Program

(a) During negotiations it was agreed to continue the joint UAW Daimler apprenticeship program approved and registered by the North Carolina Community Colleges' Apprenticeship NC. (Article 33, Section 7, #10)

JR

LETTER OF UNDERSTANDING  
SKILLED TRADES SUPPLEMENT

For Union

4-18-24

*[Handwritten signature]*  
Bruce Savage  
Anthony W...  
JM G...  
R...  
Matthew ...

For Company

4/18/24

*[Handwritten signature]*  
Bobby ...  
*[Handwritten signature]*  
*[Handwritten signature]*

TENTATIVE AGREEMENT  
Gastonia

Letter of Understanding EAP Training

The parties agree that EAP training/certifications are a vital part of an effective EAP program. With pre-approval Management agrees to cover all costs of offsite training and certification for both the EAP Rep and Alternate EAP Rep. The training location and dates will be provided by the EAP Rep and will consist of no less than 40 hours of LAP-C certification and annual training for continuous LAP-C certification.

For Union 3-19-24

*[Signature]*  
3-19-24  
Bruce Sawyer 3/19/24  
Anthony Dal  
M Syggs  
Bob Rogers  
Big Ram Heavy Truck UAW

For Company

*[Signature]* 3/19/24  
*[Signature]* 3/19/24  
*[Signature]*  
Bobby L...  
J... Smith  
*[Signature]*  
*[Signature]*

**TENTATIVE AGREEMENT**  
**Gastonia**

**Letter of Understanding for Business Critical Positions**

**During the 2024 negotiations, the Company and the Union agreed on the need for stability and skill retention in specific areas vital to the success of the plant. All business critical positions will be posted at least once internally before being posted externally. These jobs have experienced increasing demands, variation, and complexity and have been a challenge to retain the necessary skill level to sustain higher rates of work flowing throughout the plant. To address these concerns the Company has agreed to a premium of twelve percent (12%) per hour, in addition to the applicable rate of pay for the following positions:**

- 1. Grade 5 Utility Team Member (Brakes & Pressline)**
- 2. Grade 5 Setup Specialist (Brakes & Pressline)**
- 3. Grade 6 Team Leader (Brakes, Presses and Pressline Utility)**
- 4. Grade 5 Machinist-Brakes**
- 5. Grade 5 Machinist- Pressline**

**Individuals moving into new postings in these positions will be awarded the above premium upon completion of the jointly agreed upon training. Employees that demonstrate required skills from previous experience can have the training waived.**

For Union

*3-18-24*  
*1/12*  
*M Gold 3-19-24*  
*Drew Sawyer 3/19/24*  
*Anthony Dal*  
*AJ Syys*  
*Big Red*  
*Bob Riggins*

For Company

*3/19/24*  
*3/19/24*  
*JL*  
*Bobby L. ...*  
*JL*  
*JL*  
*Thomas ...*