



BMW RDC TENTATIVE AGREEMENT

LOCAL 2326 • JULY 2024



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A MESSAGE FROM ZACH HAAS CHIEF STEWARD/BARGAINING COMMITTEE CHAIR

Greetings UAW/BMW Family,

It is with great honor that I present this proposed tentative agreement to all our UAW-BMW/RDC sisters and brothers. This landmark victory was only possible because you were willing to Stand Up for your fair share of the company’s massive profits and our commitment to end tiers.

When the company saw the rallies and the practice pickets, and when they saw the energy you showed on the shop floor, the company knew you were ready and willing to do whatever it took. And that gave us immense power at the bargaining table.

If ratified, this agreement accomplishes nearly all our members’ goals:

- This agreement ends tiers. By the end of the Agreement, everyone will be making Tier One wages.
- This agreement contains not a single concession. Because of the strength you showed on the shop floor, we were able to reject every single demand the Company made to take away your hard-fought rights and privileges.
- This agreement contains significant improvements in health and safety, time off policies, attendance policies, and commitments to our basic dignities like timely consideration of safety concerns and clean and well-stocked bathrooms.
- And there’s more, as outlined in this booklet.

Again, there are absolutely no concessions in this agreement.

You – the members – are the highest authority in our union, and you will have the final say.

Please plan on attending the roll-out meetings to discuss this proposed Agreement, scheduled to be held Monday, July 8 at the Nazareth RDC.

On behalf of the entire bargaining committee, we thank you, the members, for **STANDING UP** and **STAYING STRONG** through this intense bargaining period. What we’ve learned is that if we are united, we can stand up to the company’s greed and turn the tide to secure what we deserve.

In solidarity,

Zach Haas
Chief Steward/Bargaining Committee Chair



Highlights

- ▶ **NO CONCESSIONS**
- ▶ **RECORD WAGE INCREASES**
- ▶ **THE END OF TIERS**
- ▶ **MANDATED INPUT FROM THE SHOP FLOOR THROUGH A HEALTH & SAFETY COMMITTEE**
- ▶ **INCREASED PROTECTION OF RISING HEALTH INSURANCE COSTS**

A MESSAGE FROM UAW REGION 9 DIRECTOR DANIEL VICENTE

I want to congratulate the membership for your unity and determination in this contract fight with BMW. The solidarity you showed on the shop floor, during practice pickets, and in the community gave your bargaining team the power to make enormous gains in this contract. They channeled your energy and your demands, and extracted everything they could from the company. You stood together and showed BMW that you were willing to do what needed to be done to win what you deserve. That's the power of union solidarity.

In solidarity,

Daniel Vicente

UAW Region 9 Director

HISTORIC WAGE INCREASES

The proposed agreement provides for the largest wage increases the bargaining unit has ever seen. Bargaining unit members with two or more years seniority will see more than a thirty-three percent (33%) increase in wages over the life of the agreement.

	Current Rate	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026	Effective 7/1/2027	Effective 7/1/2028	Effective 6/16/2029
	\$21.65	\$24.03	\$25.00	\$26.00	\$27.00	\$28.00	\$28.92
total % increase:		11%	15.47%	20.09%	24.71%	29.33%	33.58%

By the end of the agreement, all bargaining unit members with two years or more seniority will be making – without overtime and without shift premium – \$60,153 per year under these new wage rates. That’s an increase of more than \$15,000 in annual income – just on base pay alone.

Legacy Tier One bargaining unit members will receive, in lieu of wage increases, a lump-sum payment of \$7,500 on July 1 of each year of the agreement.

NEW HIRE WAGE PROGRESSION

All bargaining unit members starting as new hires and until they complete their second year of service will receive ninety percent (90%) of the wage rates, as follows:

Effective Date	New Hire Wages (<2 Years)
July 1, 2024	\$21.63
July 1, 2025	\$22.50
July 1, 2026	\$23.40
July 1, 2027	\$24.30
July 1, 2028	\$25.20
June 16, 2029	\$26.03

Once a bargaining unit member reaches their second anniversary, they move to the top rate wage scale.

\$2,500
RATIFICATION BONUS

Every bargaining unit member employed as of the date of ratification will receive a lump sum ratification bonus of \$2,500.

NO CONCESSIONS

For the first time in a long time, this proposed agreement contains not a single concession of any kind – only improvements. The Bargaining Committee refused to even consider the Company’s concessionary proposals to increase health care costs, dramatically alter the attendance policy, reduce floating holidays, expand disciplinary work rules, widen the window for disciplinary action, eliminate back-filling, and increase the opportunity for mandatory overtime.

BIG IMPROVEMENTS IN PAID TIME OFF POLICY

ATTENDANCE (ARTICLE VIII):

- Full reset. Everyone goes to zero points and is returned to the 10-point scale.
- The three-lateness allowed are no longer limited to winter road conditions, and now apply to any and all reasons for the lateness.
- Bargaining unit members may now excuse themselves from overtime (mandatory or voluntary) for any reason up to six (6) times per calendar year. (Overtime for inventory is excluded from this provision.)

PERSONAL OR ILLNESS PAY (ARTICLE XV):

- POI leave may now be used without prior scheduling **for any reason.**
- POI leave may now be scheduled only 23 hours in advance,
- The use of POI in hourly increments is increased to 32 hours over 12 occurrences.
- POI leave may now be used to extend vacations.



SAFETY AND HEALTH

The new agreement contains a new process to guarantee that our safety and health concerns are heard and dealt with in a timely and appropriate manner.

- Updates Safety Committee language to oversee the safety complaint process
- Development of a dedicated form to report safety concerns
- Safety concerns may be reported anonymously
- Installation of drop boxes for leaving safety concern forms
- Establishment of a “**safety resolution path**” if a resolution is not reached that mandates all safety concerns are heard by:
 - RDC Quality & Compliance Manager- after two weeks
 - RDC Facility Manager – after 30 days



RESTROOMS

The agreement mandates that the Company must:

- maintain all restrooms in good working order, cleaned and fully stocked
- provide and stock the women's restrooms with hygiene products without cost to the associate.

The Company has also agreed by side letter to take the necessary steps to increase the number of women's bathrooms and consider the addition of a bathroom by the mezzanine.



BMW Group



Rolls-Royce
Motor Cars NA, LLC

**Letter of Understanding between BMW of North America and the International
Automobile, Aerospace and Agricultural Implement Workers of America, Local
Union No. 2326**

June 29, 2024

During the collective bargaining over the 2024-2029 Agreement, the Company and the Union discussed at length the problems with the restroom facilities within the warehouse. In particular, the Parties discussed the need for additional restroom facilities for the women employees, as well as the need for an additional restroom near the Mezzanine. As a result of these discussions the company has initiated the process of investigating options for expanding women's restroom facilities in the Nazareth RDC and will discuss this matter with the Safety Committee as this process moves forward.

Acknowledged and Agreed

For BMW of North America, LLC.

A handwritten signature in black ink, followed by the date "6/29/24".

For International Automobile, Aerospace and
Agricultural Implement Workers of America
Local Union No. 2326

A handwritten signature in black ink, followed by the date "6/29/2024".

IMPROVEMENTS ON HEALTH INSURANCE COSTS

This proposed agreement accomplishes three improvements to control health insurance costs:

1. Health insurance costs are frozen for the first year of the contract.
2. The Company is now responsible for the first four percent (4%) of any health insurance cost increases.
3. If health insurance costs will be higher than the four percent (4%) hurdle, then the Company is obligated to meet with the Union representatives to work out potential alternatives and plan design changes to control costs and avoid any increases.



UNIFORMS AND SAFETY SHOES

The new agreement requires that the Company provide each bargaining unit member with a \$600 annual allowance to purchase work shoes, pants, or denim jeans (long or short) in blue or black color per rolling calendar year. That is an **annual allowance** paid to each bargaining unit member each year of the agreement. The new agreement adds additional uniform options for a non-hooded fleece, vest, or jacket once every two (2) years.



DEPARTMENTAL BIDDING

In the new agreement, the Company has agreed to improve the in-house bidding process for vacancies and new departments.

Under this new provision, when new departments are created, or permanent vacancies occur in any department, on any shift, absent a departmental cutback, such openings shall be posted for a bid within 10 business days. Openings will be posted on the BMW NA bulletin board for five (5) working days beginning on Wednesday. The posting shall set forth the department, the shift, and the qualifications required, for the opening to be filled. Eligible employees who wish to bid for the vacancy shall sign the notice within the five (5) days that the posting is on the board. When an employee is bidding for more than one vacancy at a time, they must indicate on each notice their order or preference for the departments available. This order of preference will be honored at the time the posting is processed.

LIMITS TO THE USE OF AGENCY WORKERS

Agency workers assigned to the facility after the ratification of this agreement will have a defined duration up to 6 months. Agency workers are not guaranteed a job but may apply for any open bargaining unit position.



THE CREATION OF A “CONTINUOUS IMPROVEMENT COMMITTEE” SO OUR VOICES ARE HEARD

This new agreement requires the creation of a “Continuous Improvement Committee” composed of the RDC Operations Manager (or their designee), the Union’s Chief Steward (or their designee) and representatives appointed by BMW NA and representatives appointed by the Union. Unless otherwise agreed to by BMW NA and the Union, there shall be up to four (4) representatives of BMW NA and four (4) representatives of the Union on the Continuous Improvement Committee. Participants will be elected by the Union from a sign-up list prominently displayed on the Union bulletin board each time there is an open committee member position.

The Continuous Improvement Committee will meet at least once a month, during working hours, for the purpose of reviewing upcoming, active, and recently completed process optimization opportunities. Process observations, review of process related data and documented requirements, goals and/or objectives may be needed. The committee will review and address training guidelines and related processes. Meeting minutes will be taken and published. Members of the Continuous Improvement Committee shall suffer no loss of pay for time spent in Continuous Improvement Committee functions. Continuous Improvement Committee members may be required to change their shift on the days when the committee meets.

IMPROVEMENTS TO THE VACATION PROCEDURES

- Now, in another step to end tiers, all bargaining unit members will accrue vacation time on their anniversary date no matter their hire date, and will no longer have to wait until the start of the new year.
- A minimum of eleven percent (11%) of the total amount of bargaining unit employees (rounded to next highest number - i.e., 9.1 = 10 people) shall be permitted to schedule their vacation on any day of preference with 23 hours notice for vacations. No further restrictions on scheduling consecutive days.
- An employee scheduling a whole week off shall be given preference over an employee scheduling individual days off, regardless of seniority. If an employee with higher seniority is not granted days based on this article they will be notified and given reasonable opportunity to schedule the whole week prior to completion of general scheduling.

HOLIDAYS

Under the new agreement, holiday eligibility is improved so that eligibility for holiday pay requires you to have worked just six (6) regular scheduled hours on the last scheduled workday prior to and worked at least seven (7) hours on the next scheduled workday after the holiday.

Even if you did not work these hours, you still receive holiday pay if you missed the hours because of:

- a. A personal injury arising out of and in the course of employment with BMW NA.
- b. Scheduled vacation.
- c. Bona fide illness provided the employee works during the week prior to the holiday and the week after the holiday and the employee provided a doctor's note prior to returning to work.
- d. Bona fide illness of an immediate family member (as defined in Article XVII) which results in an emergency or immediate need circumstance, provided a professional document confirming the emergency or immediate need circumstance of the illness is provided prior to the employee returning to work.

Under the new agreement, a minimum of eleven percent (11%) of the total number of bargaining unit employees (rounded to next highest number - i.e., 9.1 = 10 people) shall be permitted to schedule a floating holiday on any day of preference. The required notice is just 23 hours notice for all forms of holidays. No further restrictions on scheduling consecutive days.

DURATION & RATIFICATION

The terms of this proposed agreement will not take effect until the tentative agreement is ratified by a majority of UAW members at BMW, and only then on the appropriate dates specified. The new agreement, if ratified, will be effective from July 1, 2024 through June 30, 2029.

DUES: A CONSTITUTIONAL MATTER

Dues are determined by UAW Constitutional Convention action and are not a subject of negotiations. Dues are based on the principle that they reflect each member's cash income, normally 2.5 hours of straight-time pay per month. Lump-sum cash payments are subject to dues because they also represent cash income and are assessed at the rate of 1.44%, which is equivalent to 2.5 hours of straight-time pay per month.

KNOW YOUR CONTRACT

This is a summary of the tentative agreement. In all cases actual contract language will apply.



[illegible]

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

UAW NEGOTIATING TEAM

UAW LOCAL 2326

Steven Bilotti, Jr.
Bargaining Committee

Robert Gusztaw
Bargaining Committee

Zachary Haas
Bargaining Committee

Reyna López
Bargaining Committee

Rogenis Solares
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UAW REGION 9

Daniel Vicente
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