



**UAW-BMW RDC
Contract Agreement
Nazareth, PA**

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

Tentative Agreement between BMW of North America, LLC and the International Union, United
Automobile, Aerospace and Agricultural Implement Workers of America, Local Unions No. 2326.

June 29, 2024

RATIFICATION AND CONTRACT EXTENSION

Ratification Bonus: A Ratification Bonus of \$2,500.00 will be paid if the agreement is ratified by
July 25, 2024.

The Company shall provide one hour on-the-clock meeting time in the break room for each shift
for ratification on a date to be determined.

Current contract is extended until July 25, 2024 to provide for ratification.

ARTICLE 7 – DISCIPLINE AND DISCHARGE

(TA): (Housekeeping) 7.06 – Delete the following language. “Notwithstanding any language in this
Article VII to the contrary, discipline records that pre-date the effective date of the Assumption
Agreement will remain relevant in the same way said records would be relevant if Penske
Logistics remained the employer for the duration of the CBA.”

ARTICLE 8 – ATTENDANCE

(TA): 8.02 - Full Shift Unscheduled POI will be accepted on the designated number or email
address published by BMW NA. Associates must notify BMW NA prior to the start of their shift;
list their name and the date they will be absent.

(TA): 8.03 - Up to 72 hours of POI leave is made available to employees for use in instances
where an employee is too ill to come to work, an emergency personal situation arises, or for
scheduled personal leave (please refer to Article 15 for details).

(TA): 8.04 – All attendance infractions will be monitored by a point system as described below.
For the purpose of this point system, unexcused absence, tardy or leave early are defined as
any unapproved time off during scheduled working hours. Points will accumulate on a calendar
year basis with any points accrued in 2020 before this Assignment Agreement remaining with
the individual who accrued said points. Effective July 1, 2024, BMW NA will remove all
accrued attendance points, and each employee shall have their record reset to zero including
being moved to the zero discipline prior year scale. Thereafter, points will accrue as provided
for herein this Article.

(TA): 8.05.1 Lateness will not count against an employee's tardiness record for up to three (3)
occurrences per calendar year. The employee's arrival time must be within two (2) hours of their
scheduled start time for that day.

(TA): 8.05.2 – Delete the following language. “Scheduled doctor's appointments with a
doctor's note will not be counted against tardiness occurrences.”

(TA): 8.11 - Employees may be excused from overtime (mandatory or voluntary) up to six (6)
times per calendar year. Overtime for inventory is excluded from this provision.

ARTICLE 9 – SAFETY AND HEALTH

(TA): 9.04.5 – Reporting Health & Safety Violations and Timeframes

Associates are encouraged to report safety violations, near misses or any other safety concerns
directly and immediately to management. The Safety Committee will also agree to and
implement a dedicated form that can be used for reporting any safety concerns. The form can be
given to any member of management or provided anonymously to any member of the Safety
Committee. Nothing in this provision will prevent an associate from reporting any safety concerns

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

through any other established methods. Additionally, an anonymous drop box for associates to submit their safety related concerns will be installed.

The company agrees to establish a safety resolution path as follows:

After two (2) Weeks: Escalation to RDC Quality & Compliance Manager (or their designee).

After thirty (30) Days: RDC Facility Manager (or their designee).

(TA): 9.04.6- Restrooms - The Company shall maintain all restrooms in good working order, cleaned and fully stocked. The Company shall provide and stock the women's restrooms with hygiene products without cost to the associate.

ARTICLE 10 – UNIFORMS AND SAFETY SHOES

(TA): 10.01 - BMW NA shall supply each employee with the following uniform items: seven (7) long sleeve tee shirts; nine (9) short sleeve tee shirts; (2) wool hats (upon request); and (1) Sweatshirt (no hoodies). Every two (2) years each employee will be eligible to request one (1) non-hooded fleece, or vest, or jacket. After an associate completes five (5) full years of service they will be entitled to request five (5) button-down shirts. BMW NA shall replace uniform items if and when they wear out. Employees will be permitted to alter their tee selection mix or exchange shirts for sizing changes if warranted once every two-year period. Employees will not cut off their sleeves or purposely alter their uniforms in any manner. In addition, each employee will be responsible for cleaning their tee shirts and pants. Bargaining Unit employees will be required to wear safety shoes during working hours. All employees are required to wear the designated uniforms. After the ratification of this agreement the Company will provide a grossed up \$600.00 allowance to purchase work shoes, pants, or denim jeans (long or short) in blue or black color per rolling calendar year. No cargo style pants and no holes, rips, or tears acceptable.

ARTICLE 11 – SENIORITY

(TA): (Housekeeping from assumption agreement) 11.01.2 - "Total Service" for purposes of Seniority under this CBA shall be defined as an employee's total length of continuous service in the employ of BMW NA including the continuous time employed by Penske Logistics and the employment time both in and out of the bargaining unit.

(TA): (Housekeeping from assumption agreement) 11.03 - Seniority lists of employees of BMW NA shall be supplied by BMW NA to the Union upon request and copies thereof shall be posted on the official bulletin boards of BMW NA. Seniority lists, arranged in the order of seniority, shall provide the following information about each employee: name; job classification; assigned department; and shift. Seniority lists shall be revised every ninety (90) days. On or before their date of hire, BMW NA shall provide the Union's Chief Steward with the names of probationary employees and the amount of their probation period. BMW NA shall also provide the Union's Chief Steward with the names of any employee's termination as soon as possible after such termination. BMW NA further agrees to maintain a list which would include employees on layoff and inactive status, and to make copies of such lists available to the Union's Chief Steward monthly.

ARTICLE 12 – DEPARTMENT / BIDDING

(TA): 12.02 - 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

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order or preference for the Departments available. This order of preference will be honored at the time the posting is processed.

ARTICLE 15 – PERSONAL OR ILLNESS PAY

(TA): 15.04.2 - POI leave must be scheduled with at least 23 hours advance notice, provided the number of employees permitted to be scheduled as outlined in Articles 16.04.2, 17.06.1 and 17.06.2 is not exceeded.

(TA): 15.04.3 - POI may be used without prior scheduling. POI may be used in hourly increments up to a maximum of 32 hours over a maximum of twelve (12) occurrences. Any use of 15.04.2 to schedule partial POI will not deduct from the associate's twelve (12) occurrences but will be deducted from the 32 hours maximum of partial POI.

(TA): 15.04.4 – Delete Language. “POI may be used for a legitimate illness provided the Employee calls the designated sick leave number (610) 365-3024 before the start of his/her shift. An employee who is absent for three (3) or more consecutive days shall be required to provide a doctor's certificate to BMW NA to be eligible for payment for such absence. POI may also be used for a scheduled doctor's or dentist appointment provided the Employee calls-in and speaks with a supervisor at least 23 hours in advance. The Supervisor will notify the Employee if the day is full. If it is, the Employee is required to provide a doctor's note upon return to work to be eligible for payment for such absence.”

ARTICLE 16 – VACATIONS

(TA) (Housekeeping from assumption agreement): 16.01.01 – Delete the following language. “Limited to 2013 only, bargaining unit employees that attained bargaining unit seniority prior to July 1, 2013, and remained actively employed with BMW NA after July 1, 2013, and shall be provided with a one-time opportunity to continue their earned but unused 2013 vacation time off with pay. Such vacation to then be taken in accordance with the terms and conditions provided in this Article.”

(TA): 16.02.3 Anniversary Leave – On the first year, fifth year and tenth year anniversary of a bargaining unit employee's seniority date, such employee shall be granted five (5) days of vacation time off with pay in addition to that vacation provided in Section 16.02.1 and Section 16.02.2; for use within that calendar year (or permissible carry over period).

(TA): 16.04.2 - 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.

(TA): 16.04.3 – An employee scheduling a whole week off shall be given preference over an employee scheduling individual days off, regardless of seniority.

- a) - 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.

ARTICLE 17 – HOLIDAYS

(TA): 17.05.2 - To be eligible for holiday pay for a designated holiday, the employee must have worked the last 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. An employee's failure to work on such prior or next following schedule workday shall be excused for this purpose if due to one of the following reasons:

- a.) A personal injury arising out of an and in the course of employment with BMW NA.
- b.) Scheduled vacation

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

- 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 provide prior to the employee returning to work.

(TA): 17.06.1 - 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. Employees must first provide 23 hours' notice.

(TA): 17.06.2 - Delete following language. "A minimum of eleven percent (11%) of the total amount of bargaining unit employees (rounded to next Employees must first provide 5 working days' notice for floating holidays of 3 or more consecutive days; 2 working days' notice for floating holidays of 2 consecutive days; and 23 hours' notice for floating holidays of 1 day."

ARTICLE 20 - WAGES

(TA): Appendix "A" Wages -

| Effective Date | Top Rate (2+ years) | New Hire Progression (0-2 years) |
|-----------------------|--------------------------------|---|
| July 1, 2024 | \$24.03 | \$21.63 |
| July 1, 2025 | \$25.00 | \$22.50 |
| July 1, 2026 | \$26.00 | \$23.40 |
| July 1, 2027 | \$27.00 | \$24.30 |
| July 1, 2028 | \$28.00 | \$25.20 |
| June 16, 2029 | \$28.92 | \$26.03 |

Current associates hired before December 31, 2008 (Steve Bilotti and Asa Steele) will be paid a wage rate of \$28.92 for the duration of this agreement. These two associates (Steve Bilotti and Asa Steele) will receive a lump sum in lieu of a base pay increase in the amount of \$7,500.00 in the paycheck for the first payroll period of July in each year of this agreement beginning first payroll cycle following ratification of this contract.

Base Pay increase effective on the first full pay period following ratification of this agreement. Retroactive to July 1, 2024 if contract is ratified on or before July 25, 2024.

ARTICLE 23 - MEDICAL CARE, VISION, AND PRESCRIPTION BENEFITS

(TA): BMW NA will provide subsidized medical care benefits with employee contributions for coverage as follows from July 1, 2024 through June 30, 2025:

| Coverage | Bi-weekly EE Payroll Deduction |
|-----------------|---------------------------------------|
| Single | \$27.56 |
| EE + Child | \$94.66 |
| EE + Spouse | \$109.08 |
| Family | \$178.28 |

After June 30, 2025, BMW NA contribution towards the medical premiums will be capped at up to 4% in each of the years 2, 3, 4 and 5 of this agreement.

If at any time throughout this agreement, the increase of medical premiums exceeds 4% in a given year, BMW NA and the Union will review the UAW Horizon Medical Plan and discuss plan

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Implement Workers of America, Local Union No. 2326

design changes, other alternatives or moving to another plan if it is substantially similar or better in coverage.

Housekeeping - Delete the following language. "23: Beginning July 1, 2013, and continuing until June 30, 2014, bargaining unit employees that attained bargaining unit seniority prior to July 1, 2013, and remained actively employed after July 1, 2013, shall be provided 100% BMW NA subsidized medical care benefits (including vision and prescription) through the UAW (Horizon Medical Plan). Beginning July 1, 2014, for bargaining unit employees that attained bargaining unit seniority prior to July 1, 2013, and remained actively employed after July 1, 2013; and, for new hires (understood as those bargaining unit employees hired by BMW NA on or after July 1, 2013) BMW NA will provide the 100% BMW NA subsidized medical care benefits for "Employee Only" with employees contributing for dependent coverage as follows:

| Coverage | Cost Share % |
|---------------------|--------------|
| Employee Only | 0% |
| Employee & Spouse | 10% |
| Employee & 1 Child | 12% |
| Employee + > Person | 14% " |

ARTICLE 28 – MISCELLANEOUS BENEFITS

(TA): 28.05 - After ratification of this contract the company will have this agreement printed in covered booklet form, distribute copies to each existing member and each newly hired member of the bargaining unit. Additionally, the company will provide 10 spiral booklets of the CBA to be printed by a union printer and provided to the Chief Steward.

ARTICLE 30 – BARGAINING UNIT WORK / AGENCY WORKERS

(TA): 30.07 - 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.

(TA): ARTICLE 32 – CONTINUOUS IMPROVEMENT COMMITTEE (CIP)

(TA): 32.01 – For purpose of evaluating process improvement needs and objectives to work toward optimal results there shall be 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.

(TA): 32.02 – 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.

(TA): 32.03 – The Continuous Improvement Committee shall not be permitted to negotiate the revision of wages, hours or other terms and conditions of employment.

(TA): 32.04 – The Continuous Improvement Committee will not take the place of associates participating on specific improvement topics within their area of work.

ARTICLE 33 – DURATION (FORMERLY ARTICLE XXXII)

(TA): 33.01 This Agreement shall become effective as of **July 1, 2024**, and shall remain in effect up to and including **June 30, 2029**, and shall automatically renew itself from year to year thereafter unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to **June 30, 2029**, or prior to the date of expiration of any annual renewal hereof.

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Zach Haas

Chief Steward / Bargaining Committee Chair U...

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April Vigilante

Department Head, HR Management, HR Market



**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

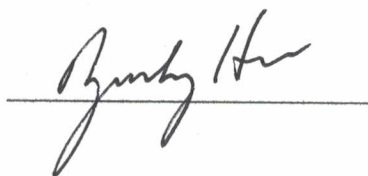
During the collective bargaining over the 2024-2029 Agreement, the Company and the Union discussed at length the problems with the restroom facilities within the warehouse. In particular, the Parties discussed the need for additional restroom facilities for the women employees, as well as the need for an additional restroom near the Mezzanine. As a result of these discussions the company has initiated the process of investigating options for expanding womens' 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.

 6/29/24

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

 6/29/2024

June 4, 2024

Collective Bargaining Agreement Amendment Proposal: BMW NA Housekeeping Proposal.

7.06 - Proposed: Remove section.

11.01.2 - Proposed: "Total Service" for purposes of Seniority under this CBA shall be defined as an employee's total length of continuous service in the employ of BMW NA including the continuous time employed by Penske Logistics ~~immediately preceding this Assumption Agreement~~ and the employment time both in and out of the bargaining unit.

11.03 - Proposed: Seniority lists of employees of BMW NA shall be supplied by BMW NA to the Union upon request and copies thereof shall be posted on the official bulletin boards of BMW NA. Seniority lists, arranged in the order of seniority, shall provide the following information about each employee: name; job classification; assigned department; and shift. Seniority lists shall be revised every ninety (90) days. On or before their date of hire, BMW NA shall provide the Union's Chief Steward with the names of probationary employees and the amount of their probation period. BMW NA shall also provide the Union's Chief Steward with the names of any employee's termination as soon as possible after such termination. BMW NA further agrees to maintain a list which would include employees on layoff and inactive status, and to make copies of such lists available to the Union's Chief Steward on a monthly basis. ~~On the Effective Date of the Assumption Agreement, the Union shall supply BMW NA with an initial seniority list which will thereafter be updated every 90 days.~~

16.01.01 Proposed: ~~Notwithstanding any language in this Article VII to the contrary, 1.06 Discipline records that pre-date the effective date of the Assumption Agreement will remain relevant in the same way said records would be relevant if Penske Logistics remained the employer for the duration of the CBA.~~

23 - Proposed: Move to Economic

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| DZ | | | ✓ |
| DL | | | ✓ |

ARTICLE VIII ATTENDANCE

8.02 Full Shift Unscheduled POI will be accepted on the designated number or email address published by BMW NA. Associates must notify BMW NA prior to the start of their shift; list their name and the date they will be absent.

8.03 Habitual Absenteeism

Up to 64 ~~72~~ hours of POI leave is made available to employees for use in instances where an employee is too ill to come to work, an emergency personal situation arises, or for scheduled personal leave (please refer to Article 15 for details). ~~POI may not be used to receive pay for unexcused lateness.~~

8.04 Point System

All attendance infractions will be monitored by a point system as described below. For the purpose of this point system, unexcused absence, tardy or leave early are defined as any unapproved time off during scheduled working hours. Points will accumulate on a calendar year basis with any points accrued in 2020 before this Assignment Agreement remaining with the individual who accrued said points. Effective July 1, 2013 ~~2024~~, BMW NA will remove all accrued attendance points, and each employee shall have their record reset to zero including being moved to the Zero Discipline Prior Year Scale. Thereafter, points will accrue as provided for herein this Article.

8.05 Tardiness

8.05.1 ~~Lateness as a result of poor winter road conditions~~ will not count against an employee's tardiness record for up to three (3) occurrences per calendar year. The employee's arrival time must be within two (2) hours of their scheduled start time for that day.

8.05.2 ~~Scheduled doctor's appointments with a doctor's note will not be counted against tardiness occurrences.~~

8.11 Employees may be excused from overtime (mandatory or voluntary) up to six (6) times per calendar year. Overtime for inventory is excluded from this provision.

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

June 27, 2024

The Company and the Union would tentatively agree to:

08.11 – Excused Overtime

Employees may be excused from overtime (mandatory or voluntary) up to six (6) times per calendar year. Overtime for inventory is excluded from this provision.

Acknowledged and Agreed

For BMW of North America, LLC.


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Elita Lopez

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

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

June 5, 2024

**BMW Collective Bargaining Agreement Counter Proposal section: 9.04.5 Reporting Health & Safety Violations
& Timeframes.**

Associates are encouraged to report safety violations, near misses, or any other safety concerns directly and immediately to management. The Safety Committee will also agree to and implement a dedicated form that can be used for reporting any safety concerns. The form can be given to any member of management or provided anonymously to any member of the Safety Committee. Nothing in this provision will prevent an associate from reporting any safety concerns through any other established methods. Additionally, an anonymous drop box for associates to submit their safety related concerns will be installed.

The Company agrees to establish a Safety Resolution path as follows:

- After Two (2) Weeks: Escalation to RDC Quality and Compliance Manager (or their designee).
- After Thirty (30) Days: RDC Facility Manager (or their designee).

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BMW NA reserves the right to add to, delete from, change and/or modify, at their discretion, from
the aforementioned.



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

June 27, 2024

The Company and the Union would tentatively agree to:


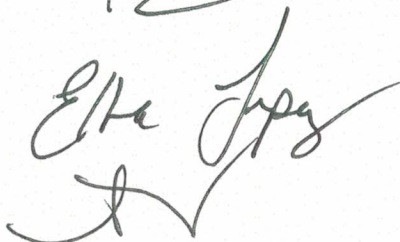
10.01 - Uniforms

BMW NA shall supply each employee with the following uniform items: seven (7) long sleeve tee shirts; nine (9) short sleeve tee shirts; (2) wool hats (upon request); and (1) Sweatshirts (no hoodies). Every two (2) years each employee will be eligible to request a one (1) non-hooded fleece, or vest, or jacket. After an associate completes five (5) full years of service they will be entitled to request five (5) button-down shirts. BMW NA shall replace such uniform items if and when they wear out. Employees will be permitted to alter their tee selection mix or exchange shirts for sizing changes if warranted once every two-year period. Employees will not cut off their sleeves or purposely alter their uniforms in any manner. In addition, each employee will be responsible for cleaning their tee shirts and pants.


Bargaining Unit employees will be required to wear safety shoes during working hours. All employees are required to wear the designated uniforms. After the ratification of this agreement the Company will provide a grossed up \$600.00 allowance to purchase work shoes, pants or denim jeans (long or short) in blue or black color per rolling calendar year. No cargo style pants and no holes, rips, or tears acceptable.

Acknowledged and Agreed

For BMW of North America, LLC.


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


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Date/Time of Exchange:

Article: 12 Section: 02 Para: Sub Para: Other:

 X Union Proposal

Version #: 1 (original proposal is Version #1)

 Union Counter Proposal

 Company Proposal

 Company Counter Proposal

AMEND SECTION 12.02 AS FOLLOWS:

12.02 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 bid within 10 days ~~of the date that the replacement employee is hired~~. 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, he/she must indicate on each notice his/her order or preference for the Departments available. This order of preference will be honored at the time the postings are processed.

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**ARTICLE XV
PERSONAL OR ILLNESS PAY**

15.04.2 POI leave must be scheduled with at least 23 hours ~~one (1)~~ day advance notice, provided the number of employees permitted to be scheduled as outlined in Articles 16.04.2, 17.06.1 and 17.06.2 is not exceeded.

15.04.3 POI may be used without prior scheduling ~~due to one of the following reasons:~~

- ~~• Severe illness in immediate family;~~
- ~~• Attendance of funeral or relative other than immediate family member;~~
- ~~• Severe winter weather conditions;~~
- ~~• Home Emergency;~~
- ~~• Court Appearance other than jury duty; and~~
- ~~• Eviction~~

~~An explanation must be provided at the time of notification. Proof must be provided to BMW NA to substantiate all unscheduled POI time listed above.~~

~~Personal Emergencies may not be used for the purpose of extending vacations or holidays.~~

POI may be used in hourly increments up to a maximum of 32 24 hours over a maximum of twelve (12) eight (8) occurrences. Any use of 15.04.2 and ~~15.04.4~~ to schedule partial POI will not deduct from the associate's twelve (12) eight (8) occurrences but will be deducted from the 32 24 hours maximum of partial POI.

~~15.04.4 POI may be used for a legitimate illness provided the Employee calls the designated sick leave number (610) 365-3024 before the start of his/her shift. An employee who is absent for three (3) or more consecutive days shall be required to provide a doctor's certificate to BMW NA to be eligible for payment for such absence.~~

~~POI may also be used for a scheduled doctor's or dentist appointment provided the Employee calls in and speaks with a Supervisor at least 24 hours in advance. The Supervisor will notify the Employee if the day is full. If it is, the Employee is required to provide a doctor's note upon return to work to be eligible for payment for such absence.~~

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Date/Time of Exchange:

Article: XV, XVI, XVII Section: _____ Para: _____ Sub Para: _____ Other: _____

X Union Proposal

Version #: 1 (original proposal is Version #1)

_____ Union Counter Proposal

_____ Company Proposal

_____ Company Counter Proposal

AMEND SECTION 15.04.2, 16.04.2, 17.06.1, 17.06.2 AS FOLLOWS:

15.04.2 POI leave must be scheduled with at least ~~one (1) day~~ **23 hours** advance notice, provided the number of employees permitted to be scheduled as outlined in Articles 16.04.2, 17.06.1 and 17.06.2 is not exceeded.

16.04.2 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 ~~5 working days notice for vacations of 3 or more consecutive days; 2 working days notice for vacations of 2 consecutive days; and 23 hours notice for vacations of 1 day.~~

17.06.1 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. Employees must first provide ~~5 working days notice for floating holidays of 3 or more consecutive days; 2 working days notice for floating holidays of 2 consecutive days; and 23 hours notice for floating holidays of 1 day.~~

17.06.2 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 a floating holiday on any day of preference. Employees must first provide ~~5 working days notice for floating holidays of 3 or more consecutive days; 2 working days notice for floating holidays of 2 consecutive days; and 23 hours notice for floating holidays of 1 day.~~ See 17.06.1

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Date/Time of Exchange:

Article: 16 Section: 02 Para: 3 Sub Para: Other:

X Union Proposal

Version #: 1 (original proposal is Version #1)

 Union Counter Proposal

 Company Proposal

 Company Counter Proposal

AMEND SECTION XVI AS FOLLOWS:

16.02.3 Anniversary -- On the first year, fifth year and tenth year anniversary of a bargaining unit employee's seniority date, such employee shall be granted five (5) days of vacation time off with pay in addition to that vacation provided in Section 16.02.1 and Section 16.02.2; for use within that calendar year (or permissible carry over period). ~~This provision shall not apply to anyone hired after July 1, 2018. In turn all 16.02.1 grid anniversary vacation will be awarded on January 1 following an associate's anniversary date.~~

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Company



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Date/Time of Exchange:

Article: XVI Section: 16 Para: 04 Sub Para: 2 Other: _____

X Union Proposal Version #: 1 (original proposal is Version #1)

____ Union Counter Proposal

____ Company Proposal

____ Company Counter Proposal

AMEND SECTION 16.04.3 AS FOLLOWS:

16.04.3 An employee scheduling a whole week off shall be given preference over an employee scheduling individual days off, regardless of seniority.

a) 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 completing the general scheduling.

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Article: 17 Section: 05 Para: 2 Sub Para: Other:

X Union Proposal

Version #: 1 (original proposal is Version #1)

 Union Counter Proposal

 Company Proposal

 Company Counter Proposal

AMEND SECTION 17.05.2 AS FOLLOWS:

17.05.2 To be eligible for holiday pay for a designated holiday, the employee must have worked the last six (6) regular scheduled hours on the last scheduled work day prior to and worked at least seven (7) hours on the next scheduled work day after the holiday. An employee's failure to work on such prior or next following scheduled work day shall be excused for this purpose if due to one of the following reasons:

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

June 27, 2024

The Company and the Union would tentatively agree to:

28.05 - Printing Agreement

After ratification of this contract the company will have this agreement printed in covered booklet form, distribute copies to each existing member and each newly hired member of the bargaining unit. Additionally, the company will provide 10 spiral booklets of the CBA to be printed by a union printer and provided to the Chief Steward.

Acknowledged and Agreed

For BMW of North America, LLC.

[Handwritten signatures for BMW of North America, LLC]
T2
Elita Lopez
JV

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

*[Handwritten signatures for International Automobile, Aerospace and
Agricultural Implement Workers of America, Local Union No. 2326]*
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SB
RJG
RS

Date/Time of Exchange:

Article: XXX Section: Para: Sub Para: Other:

 Union Proposal

Version #: 2 (original proposal is Version #1)

X Union Counter Proposal

 Company Proposal

 Company Counter Proposal

AMEND SECTION 30 AS FOLLOWS:

Temporary Workers -

The company proposes that 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.

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Article XXXII
Continuous Improvement Committee

32.01 Continuous (Process) Improvement Committee

32.02 For purpose of evaluating process improvement needs and objectives to work toward optimal results there shall be a process improvement committee composed of the operations Manager (or his/her designee), the Union's Chief Steward (or his/her designee) and representatives appointed by BMW NA and representatives appointed by the Union. Unless otherwise agreed to by BMW NA and Union, there shall be up to four (4) representatives of BMW NA and four (4) representatives of the Union on the Process 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.

32.03 The process 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 Process Improvement Committee shall suffer no loss of pay for time spent in Process Improvement Committee functions. Process Improvement Committee members may be required to change their shift on the days when the committee meets.

32.04 The Process Improvement Committee shall not be permitted to negotiate the revision of wages, hours, or other terms and conditions of employment.

32.05 The Process Improvement Committee will not take the place of associates participating on specific improvement topics within their area of regular work.

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