



# UAW - ULTIUM CELLS LOCAL AGREEMENT

LOCAL 1853 • FEB 2025



# A MESSAGE TO LOCAL 1853 MEMBERS

In February 2024, Ultium Cells hourly employees began gathering information on the process of organizing Ultium workers and forming a union. By April, employees had started holding small meetings and gatherings with union-minded coworkers during their personal time. Shortly afterward, they launched various outreach efforts, including house meetings, restaurant meet-and-greets, social media engagement, and distributing informational literature. They also participated in informational Zoom calls with International UAW organizers. Soon, workers were connecting with leaders from UAW Region 8, Local 1853 President John Rutherford, and his staff to discuss how to form their union.

Ultium workers took immediate action. Employees began distributing QR codes for coworkers to scan and show their interest in the union. As word spread about the positive impact a union could have, more workers attended informational meetings at the UAW Local 1853 union hall. There, UAW Vice President Mike Booth and Region 8 Director Tim Smith answered questions. UAW members who had participated in the 2023 National Negotiations with General Motors shared their experiences on how being in a union led to higher standards at their plants.

At these meetings, Ultium workers began signing yellow membership cards. Soon, they carried these cards into the plant to sign up their coworkers, collecting signatures in break rooms, parking lots, and even restrooms. In just seven weeks, workers set organizing records for a plant of our size. Then, on September 9, 2024, Ultium Cells officially recognized us as UAW members.

Shortly afterward, Region 8 Servicing Representative Chuck Davenport appointed a temporary committee until October, when local elections for the temporary bargaining committee could be held. Those elected in November quickly began gathering contract proposals from members for local negotiating topics.

After 17 days of negotiations—many lasting late into the night and early morning—we finally reached a historic first local contract agreement.

This achievement would not have been possible without each one of you, our union brothers and sisters. But this is just the beginning. Our union is only as strong as the commitment of its members. It is essential to stay involved in the process, study and understand both our local contract and the national agreement and continue to stand together in solidarity.

This historic agreement secures much-needed fair work practices at Ultium. It gives us a seat at the table with management to drive improvements, ensure workplace safety, and secure fair pay and benefits. Let's all commit to using this agreement to strengthen our unity and ensure that we remain One Ultium.

In Solidarity,

**Your Negotiating Committee**

Richard McNair, Barry Hope, David Calhoun Sr, Jesse Hoffmann, Derrick Kinzer





# Highlights

- ▶ One-time \$3,000 Lump Sum Payment
- ▶ One-time \$500 Medical payment for out-of-pocket differences between plans
- ▶ 401(k) Payout Sept 9th – Feb 16th 10% plus 8.8% gains along with \$1.00 per hour worked
- ▶ Improved policies on Discipline
- ▶ Maintenance to continue current work schedule and will not follow UC1 Local Agreement on “3-On, 3-Off”
- ▶ Changed Department and Process Transfer language to offer more opportunity
- ▶ Gave more voice to the Local workforce on crew leader Selection and DE-Selection
- ▶ New policies on Overtime Equalization and Off Shifts to be contacted for coverage
- ▶ Tables for water bottles in all production areas
- ▶ CESS offload building to have proper HVAC
- ▶ Improved dress code options and the ability to negotiate new dress code policies
- ▶ STAC Committee now has the power to access proper lines of demarcation for all Skilled Trades/Maintenance Work
- ▶ Will not have to use PTO/VR Before going on Short Term or FMLA anymore
- ▶ Joint Evaluation in all areas for sit-stools in Production
- ▶ When applicable, 12 hours can be credited to a member’s Vacation Allowance in lieu of receiving Holiday Pay
- ▶ Gained Additional Transportation for the FA Maintenance team to complete cross plant tasks
- ▶ Maintained provisions for the STAC/ Upskilling program for Skilled trades and Journeymen Rights
- ▶ Gained Rights to Job Continuation for Skilled Trades.
- ▶ Expanded access to AED’s plant wide
- ▶ Union Benefit Representatives
- ▶ Union EAP Representatives
- ▶ Union Health and Safety Representatives
- ▶ Union Apprentice Representative

# WAGES

The tables below follow the wage progression as outlined in the National Agreement and reflect an increase in base wage rate after fifty-two (52) weeks worked, using an employee's UC hire date as a starting point.

Production, Quality, SRP, and Material Handling Base Wages		
	Starting Wage Rate:	Wage Rate After 52 Weeks Worked
Upon Ratification	\$26.91	\$30.50
9/16/2024	\$27.72	\$31.42
9/15/2025	\$28.55	\$32.36
9/21/2026	\$29.41	\$33.33
9/20/2027	\$30.88	\$35.00

Due to competencies and extensive training required for the positions in Mixing & Coating, employees will receive a \$1.00/hour premium above the production base wage rate.

**All Maintenance employees will be paid in accordance with the following wage table:**

	Journeypersons
Upon Ratification	\$38.16
9/16/2024	\$39.30
9/15/2025	\$40.39
9/21/2026	\$41.70
9/20/2027	\$43.79

**One-time \$3,000  
Lump Sum**

## Apprentice and Journeypersons in Training (J.I.T.) Wage Rates

The straight time hourly wage rates (exclusive of Cost-of-Living Allowance and shift premium) for apprentices in the bargaining unit shall be the rates set forth in the following Apprentice and J.I.T. Rate Schedule:

Apprentice Training Period	Hourly Rate*
1st Period (0 to 1000 Hours)	84% of Applicable Journeyperson rate
2nd Period (1001 to 2000 Hours)	86% of Applicable Journeyperson rate
3rd Period (2001 to 3000 Hours)	88% of Applicable Journeyperson rate
4th Period (3001 to 4000 Hours)	90% of Applicable Journeyperson rate
5th Period (4001 to 5000 Hours)	92% of Applicable Journeyperson rate
6th Period (5001 to 6000 Hours)	94% of Applicable Journeyperson rate
7th Period (6001 to 7000 Hours)	96% of Applicable Journeyperson rate
8th Period (7001 to 8000 Hours)	98% of Applicable Journeyperson rate

**\*The period rate shall be determined as a percentage of the journeyperson's classification rate for which the apprentice or J.I.T. is in training.**

Internal apprentice candidates will not be subject to a pay rate reduction and will fall into the progression that matches their current role.

For all employees at Ultium Cells, the following wage premiums shall apply:

- All Crew Leads receive \$2.00/hour over their base wage.



# SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into on February 14, 2025, between General Motors, LLC (“GM”), Ultium Cells LLC (“UC”), and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“Union”) (collectively, “Parties”).

The Parties agree that issues relating to bargaining between UC and the Union on a Local Agreement, for the Ultium Cells battery cell manufacturing plant in Spring Hill, TN (“UC2”) are resolved as follows:

This Agreement resolves all issues and disputes which were the subject of negotiations in the current Local Agreement negotiations. Resolution of all matters subject to these negotiations has been concluded based upon current conditions and circumstances.

- 1. Family Medical Leave Act (FMLA) Usage:** UC has had a policy to apply an employee’s available Paid Time Off (PTO) hours before use of FMLA coverage. During 2025 to date, UC-2 team members were approved for FMLA time off and had to use PTO hours. UC is willing to reinstate PTO hours with repayment of compensation for this time off. Employees have a choice to repay and reinstate PTO or add equivalent time to FMLA balance. No adjustments will be made for CY2024.
- 2. Vacation Allotment:** Upon ratification of the Local Agreement and the transition of UC- 2 team members to direct employment with GM, UC will ensure that each employee has the appropriate hours balance of Vacation entitlement and Vacation Restricted (“VR”) in accordance with the National Agreement. The Vacation entitlement will be reduced by any compensated PTO/Vacation time utilized by the employee during CY2025 in UC’s (“ADP”) payroll system.
- 3. Vacation Approval:** UC-2 will mirror the process and form used by UC-1 location for Vacation Approval. Within two weeks of ratification, the Local Parties will start the process for vacation approval as outlined in Paragraph 202(c)-(h) of the National Agreement. It is understood that the business has a 10% limit on the number of employees from each team that can take vacation time off.
- 4. Tuition Assistance (TAP):** UC-2 employees are covered under the Dependent Scholarship TAP (DSTAP) provisions effective September 9, 2024. Those members, who meet the eligibility criteria for DSTAP, may pursue reimbursement through a Joint Program defined appeal process.
- 5. Document 27 - Substance Abuse:** The Parties have discussed the importance of jointly supporting our team members with substance abuse problems through the Employee Assistance Program (“EAP”). Effective March 2024, Ultium Cells has stopped drug testing outlined in UC Handbook.
- 6. Medical Process- Return from Illness and Leave:** The Parties have discussed their current return to work process regarding those who are returning from an illness and/or leave. UC-2 will follow GM’s process for employees returning from an illness and/or leave. The Local Parties will assess and resolve any delayed return to work issues related to drug testing since November 20, 2023.
- 7. Sick Leave:** UC-2 shall no longer require employees to take any PTO prior to going on Short Term Disability. Additionally, UC-2’s existing process for sick leave return emulates GM’s and will continue until UC-2 employees are officially GM Leased Employees. At that point, the process will change to mirror GM’s process and employees will be notified of the change(s). UC shall reinstate all such PTO hours with no repayment. No adjustments will be made for CY2024.
- 8. Health and Safety Representatives:** Local Joint Leadership have agreed to place open Safety Representatives and Alternates H&S representatives beginning with the application process that will open for candidates on Monday following ratification.
- 9. Shift Premium:** UC will continue to pay 10% shift premium for shifts starting on or after 1:00 pm at UC-2. Any shift time that begins between 5:00 am and 12:59 pm will not receive a shift premium.
- 10. 401(k) Payments:** In lieu of a contribution into the GM Personal Savings Plan (“PSP”), GM will make a one-time discretionary cash payment (“Payment”) to each eligible hourly employee



who is represented by the UAW and working at UC-2 upon transition to GM Employee status, on the following terms:

- GM will establish a GM PSP/401(k) retirement account for each eligible GM Employee.
  - GM will make a Payment to each employee in an amount equal to the following:
    - i. 10% of all compensated hours paid to the employee by UC from September 9, 2024, through February 16, 2025, and
    - ii. An additional \$1.00 per hour for all hours worked by the employee for UC from September 9, 2024, through February 16, 2025, and
    - iii. The Payment will be Increased to also include earnings of 8.8% (based on the PSP's weighted average rate of return of all funds available to UAW-Represented GM employees from September 9, 2024, through February 16, 2025).
  - Each eligible GM Employee will have the option to contribute from 0% to 100% of the Payment Into their individual PSP account. Contributions to the PSP account will be subject to the following:
    - i. applicable IRS limits and regulations; and
    - ii. all applicable terms of the PSP, including but not limited to, the 3-year cliff vesting provision.
11. **401(k) Benefit Plan Amendment:** The Parties agree that, for GM Employees working at Ultium Cells - Tennessee, the UAW-GM Personal Savings Plan ("PSP") will be amended to recognize, for purposes of Company and Retirement contributions under the PSP, compensated hours of employees represented by the UAW and working at Ultium Cells - Spring Hill, TN upon transition to GM Employee status for whom GM will enroll under the PSP:
1. Up to 36 hours a week for weeks when such employees work 36 hours, and
  2. Up to 44 hours for weeks when such employees work up to 48 hours a week.
12. **Reimbursement of Health Care Out of Pocket Expenses:** UC will provide a one-time lump sum payment of \$500 two weeks post ratification as compensation to offset any out of-pocket cost differentials from September 9, 2024, through the Transition Date for employees who are currently enrolled In UC Medical/
- Dental/Vision benefits. Any out-of-pocket cost differentials above this amount incurred by the employee during that time may be presented to UC for verification and reimbursement.
13. **Supplement Employment Benefit ("SUB"):** The Parties agree that Short Work Week will not be paid for the standard thirty-six (36) hour workweek.
14. **Standards of Conduct:** Concurrent with the rollout of Document 8 of the National Agreement, effective February 17, 2025, all employees will have their Ultium attendance record expunged. Effective the Monday following ratification, all employees will be stepped back in the discipline procedure per the following: Employees who were at UC's Step 3 corrective action are now considered to be equivalent to the 2nd violation of discipline under Article 4: Discharge and Discipline of this Local Agreement. All employees at UC's Step 2 corrective action are now considered to be equivalent to the 1st violation of discipline under Article 4: Discharge and Discipline of this Local Agreement. Anyone at UC's Step 1 corrective action or below were cleared of all disciplinary occurrences.
15. Based upon various elements resulting from implementation of the Bridge Plan, the Parties agree to a one-time lump sum payment of \$3,000 the week following the ratification of the Agreement to all active employees on-roll the Monday following ratification.
16. The expiration of the Local Agreement will be April 30, 2028.
17. This Agreement and the Local Agreement are subject to ratification by the bargaining unit membership and are subject to UAW Local 1853 providing written notice of ratification to UC by no later than March 31, 2025.
18. The **effective** date of this Agreement and the Local Agreement will be the Monday following the date on which UC receives written notice of ratification from the Union.
19. No provision of this Agreement shall be superseded or changed by other than a written agreement between the Parties.
- In witness whereof, the parties have caused their names to be subscribed by their duly authorized representatives the day and year written above.

# SCHEDULES

## **Production, Quality, and Material Handling Schedule**

- The regular working day is twelve (12) hours.
- Any employee(s) on a regular eight (8) hour schedule will follow all provisions of the National Agreement.
- The standard schedule during a three-day workweek is thirty-six (36) hours and the standard schedule during a four-day workweek is forty-eight (48) hours.
- Time and one-half the pay rate for all hours worked exceeding ten (10) hours per day.
- Time and one-half will be paid for all hours worked on the first and/or second RDO in a workweek.
- Double Time will be paid for all hours worked on the listed third and/or fourth RDO in a workweek.
- All unscheduled overtime shall be voluntary.

## **Maintenance Schedule**

- The regular working day is twelve (12) hours.
- Any employee(s) on a regular eight (8) hour schedule will follow all provisions of the National Agreement.
- There will no longer be a rotation of shifts between days and nights going forward.
- The standard schedule during a three-day workweek is thirty-six (36) hours and the standard schedule during a four-day workweek is forty-eight (48) hours.
- Time and one-half the pay rate for all hours worked exceeding ten (10) hours per day.
- Time and one-half will be paid for all hours worked on the first and/or second RDO in a workweek.
- Double Time will be paid for all hours worked on the listed third and/or fourth RDO in a workweek.
- All unscheduled overtime shall be voluntary.

## **Shift Premiums**

There will be a shift premium of ten (10) percent for all hours worked during a shift that starts on or after 1:00pm. Any shift time that begins between 5:00am and 12:59pm will not receive a shift premium.

## **Relief Time**

- Employees shall be provided paid relief time for a total of seventy (70) minutes per twelve (12) hour shift. A total of ten (10) minutes will be provided with employees receiving five (5) minutes of relief time prior to their middle break and five (5) minutes following their middle break.
- The Local Parties will determine the cadence of break times and commit to staggering these breaks to ensure continuous operations.

## **Bereavement and Jury Duty**

For any regularly scheduled twelve (12) hour shift, all Bereavement and Jury Duty will pay out at twelve (12) hours with the appropriate overtime premium, in accordance with previously TA'd language.

## **Short Term Military Pay**

Notwithstanding the provisions of this Memorandum, Short Term Military Pay pursuant to Paragraph 218 (a) of the UAW-GM National Agreement will continue to be compensated on the basis of the amount of wages the employee would have otherwise earned during their normally scheduled working day(s), including overtime included in the standard schedule.

## **No Notification of Work Pay**

Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of pay at the regular hourly rate equivalent to half (1/2) of the scheduled shift, except in cases of labor disputes, or other conditions beyond the control of Local Management.

## **Vacation Restricted Entitlement for Unexcused Absence**

Employees may choose to use twelve (12) hours, ten (10) hours or eight (8) hours of their Vacation Restricted (VR) Entitlement for an unexcused absence. Pursuant to Paragraph (194) and Document (8) of the National Agreement, an employee may choose to use only eight (8) or ten (10) hours of their Vacation Restricted Entitlement for an unexcused absence; the other four (4) or two (2) hours of the absence will be coded as Excused.



# SCHEDULES

## Holiday Pay

- All hours worked on a contractual Holiday will be considered voluntary.
- Consistent with the intention of Paragraph 86 of the National Agreement, employees will receive double time for time worked on each holiday specified in Paragraph (203) as follows:
  - I. for all hours worked on the calendar specified holiday, for a shift which starts on a calendar specified holiday,
  - II. for time worked during the first twelve (12) hours on a shift which starts on each holiday specified in Paragraph (203), and runs over into the day after a holiday,
  - III. and for time worked in excess of the first eight (8) hours on a shift which starts the day before a holiday and runs over into a calendar holiday.
- Employees scheduled to start work on a contractual holiday will be paid 12 hours of Holiday Pay. All others shall receive 8 hours of straight time Holiday Pay.
- Section (203c) of the National Agreement will apply to UC's continuous seven (7) day operations.
- The Parties agree to modify Doc. 134 to allow, where applicable, twelve (12) hours to be credited to their Vacation Entitlement Allowance, in lieu of receiving holiday pay.
- The following dates will be added to the list of dates in Paragraph 203c:
  - Saturday, 4/19/2025
  - Saturday, 4/4/2026
  - Saturday, 3/27/2027
  - Saturday, 4/15/2028

Employees shall not be disqualified from holiday pay if they do not accept work on these days, or any other identified in 203c.

- UC-2 will follow the UAW-GM approved vacation calendar. Holiday adjustments will be made when a contractual Holiday is observed on a different day than in the official calendar.

## The following Holidays will be moved for the UC-1 location:

UAW-GM Calendar	UC1-Observed
Monday 4/21/2025	Sunday, 4/20/2025
Monday 4/6/2026	Sunday, 4/5/2026
Friday 7/3/2026	Saturday 7/4/2026
Monday 3/29/2027	Sunday 3/28/2027
Monday, 7/5/2027	Sunday 7/4/2027
Monday 4/17/2028	Sunday 4/16/2028

# ADDITIONAL GAINS

## Department/Process Transfers

Openings in Departments and Processes will be filled by employees seeking to transfer based on seniority.

## Shift Preference

Employees in the same Process or Classification will be able to exercise their shift preference based on seniority.

## Crew Leader Select and Deselect

The Union negotiated language around Crew Leader selection and a process to de-select a Crew Lead.

## Loan Out Procedure

Loan-out for a full shift or more will be based on seniority.

## Dual Supervision

Employees will only be responsible to follow the last direction given and will not be held responsible for previous directions which were overridden by the last direction(s) given by Ultium Cells' Management.

## Overtime Equalization

Overtime will be equalized among employees in the group engaged in similar work, as far as practicable.

## Layoff and Recall

In the unlikely event of a temporary or indefinite layoff, seniority will be used for both layoffs and recall purposes.

## Discipline and Discharge

Clear language on how progressive discipline will be implemented.

## Plant Closure & Job Security

In the unlikely event of a plant closure, GM Leased employees shall have the right to transfer in accordance with the Memorandum of Understanding re: Ultium Cells Lease and Transfer Eligibility.



# SKILLED TRADES

## Shift Preference

Fixed Shifts Added and the Elimination of Rotating Shifts

### Skilled Trades Occupational Groups

Electrical Group	Mechanical Group
Electricians	Machine Repair
Electrical Related Trades	Millwright
	Pipefitters
	HVAC Technician
	Boiler Operator
	Machinist

## External Journey Person Hiring

When Skilled Trade External Hiring is needed, the qualifications will follow the Article 24.10 of the supplemental agreement.

## Apprentice/Upskilling Program

The addition of an Apprentice/Upskilling program will provide comprehensive training that incorporates input from the journey person employees and utilizes a combination of in-house, external, and online training with mentoring for a successful completion.

## Skilled Trades Advisory Committee (STAC)

The Skilled Trades Advisory Committee will consist of union and company representatives focusing on upskilling, reskilling, and apprenticeship obligations.

## Skilled Trades Apprentice Representative

Skilled Trade Apprentice Representative will be added to coordinate the apprentice/upskilling program and other duties to enhance the goal of apprentices and journey persons in the facility.

## Skilled Trades Crew Leader

Open Skilled Trade Leader positions will be a bid selection and will be chosen based on merit, competency, and ability.

## New Technology and Artificial Intelligence (AI)

Two (2) times per year, local leadership will review any new technology being considered for the facility. Contemplated applications of AI and the impact on the bargaining unit, along with any data collection will be shared.



# HEALTH & SAFETY

## UAW and the Company Health and Safety Process

The parties agree that a National Joint Health and Safety Committee (NJC) and the Local Joint Health and Safety Committee (LJHSC) will be implemented within 90 days of ratification.

The National Joint Health and Safety Committee (NJC) and Local Joint Health and Safety Committee will be formed, trained and empowered to deal with a broad range of health and safety matters.

The parties agree that health and safety issues will be resolved in an expeditious manner if the issue:

- A. involves a disagreement about immediate danger.
- B. would significantly impact the company.
- C. involves a policy issue not already covered within the UAW and the Company jointly agreed upon policies for health and safety.
- D. is a result of new processes or technological advances.

## Health and Safety Employee Safety Concern and Complaint Process

Two (2) processes have been developed to make every reasonable effort to settle Health and Safety concerns.

1. Employee Safety Concern Process (ESCP)
2. Quick Resolution
  - a. An employee presents a safety concern to their direct supervisor.
  - b. If the supervisor resolves the issue, then the Corrective Action (CA) is reviewed with the employee and all affected personnel and is implemented.
  - c. The Safety concern is resolved.

## Delayed Resolution

1. If the direct supervisor cannot resolve the issue within 24hrs, the concern is logged into a tracking database and documented on the BPD board visible to the employee and the full team.
2. The Supervisor will post an updated list of the Safety Concerns onto their BPD Board.

3. The Supervisor investigates the safety concern with all affected employees and Joint Safety Team.
4. Concerns not corrected within 7 days will be escalated to the Area Manager.
5. Concerns not corrected within 30 days will be reviewed at the Safety Review Board (SRB).

The second process to be utilized is the Health and Safety Complaint Process.

This process will be followed when:

1. No countermeasure has been proposed by the employer within 10 days of the concern being entered or
2. The Area Manager has proposed a countermeasure which the employee(s) are unsatisfied with, and 14 days have passed since the concern was entered.

The Company agrees to...

- Provide the necessary or required PPE, devices, and clothing at no cost to the employee. The joint parties recognize the importance of reporting, investigating, evaluating, and determining corrective actions for "Near Miss" incidents which occur in the workplace.

## Health and Safety Representation

- The parties have agreed to having four (4) Health and Safety representatives and one (1) Industrial Hygienist appointed and approved by the UAW International Union.
- The parties agree to the continuous improvement of employee health and safety in which a Safety Review Board (SRB) will meet on a regular basis and consider appropriate health and safety matters within the respective departments.

## Ergonomics

- The Company will commit to fixing jobs that are identified as presenting a corresponding and documented risk of employment.
- The parties agree to utilize NIOSH 1991 Lifting Equation as a tool.
- (The 1991 revised NIOSH lifting equation is a formula for calculating the recommended

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weight limit for lifting task.)

- The Company will include “ergonomics” in their planning process and this information will be available to the LJHSC.
- T-3 trainers will be appointed by the LJHSC to deliver current and relevant safety information in their classes for both hourly and salary employees of the Company.
- To identify elements of skilled trades jobs that require necessary ergonomic interventions, the UAW and the Company will jointly develop a skilled trades interview form to analyze skilled trade jobs effectively and efficiently. The skilled trades interview form will be used when additional information is required and not contained in Response Process and/or Risk Factor Checklist.

## Safety Control Systems (SCS)

The UAW and the Company recognize the importance of designing processes and equipment with effective health and safety controls that meet OSHA and other applicable Consensus Standards. Therefore, the parties agree to integrate Safety Control Systems (SCS) where motion hazards are present into the Lockout/Energy Control procedures. The fundamental process begins with performing an initial task-based risk assessment (TaBRA) on any process where SCS may be appropriately used.

## Lockout/SCS Placards

- The Company has identified a common tool to generate a common lockout placard for new, relocated machines and equipment. The tool will also be used to update existing placards into the common placard template whenever machinery and/or equipment is modified.
- The Company will conduct a review of SCS and lockout placards.

## Bus Plug-in Units

The parties agree that, whenever possible, the practice of installation or removal of busway plug-in units will be performed with the busway de-energized as high risk. The practice supports that all bus plug-in units shall be installed and/

or removed with the bus duct in an electrical safe work condition (ESWC).

## Refusal of Hazardous Work

A worker who has a reasonable belief that their work assignment may result in serious physical injury, including illness, should raise the issue through the process outlined in the Health and Safety issue Resolution Procedure in 23.2.

## Controls of Chemical and Other Exposures

- Whenever Ultium Cells communicates with EPA regarding a chemical regulated under TSCA, the company will review that communications with the UAW in advance. The UAW will be a full partner in the submission of pre-manufacture notifications and significant new use notifications under TSCA as well as in the negotiations of Significant New Use Rules and New Chemical Exposure Limits.
- Chemical Control Committee (CCC) including the union member(s) identified in the Chemical Control Committee, and the UAW will participate in all conversations and discussions held between the EPA and Ultium Cells LLC.

## Noise Abatement/Control Program

The joint parties agree that the Company shall continue to maintain a Comprehensive Hearing Conservation and Noise Control Program for the purpose of promoting noise reduction. If the LHSC determine that the noise levels in the plant support the creation of a Noise Control Committee, a Noise Control Committee shall be formed that may consist of representatives from Engineering, Operations, Medical, Industrial Hygiene, Finance, Purchasing, the LJHSC and others as deemed appropriate by the SRB, such as certain skilled trades personal, and/or other employees. The Noise Committee has the responsibility to seek input from personnel in identifying noise sources and potential ways to reduce noise. The Company will continue to conduct the annual noise exposure survey and provide findings to the LJHSC and summary noise abatement program findings to the NJC upon request.

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## Planned Maintenance

The LJHSC and the Joint Champions will identify health and safety requirements for Preventative, Predictive and Planned Maintenance Program. These requirements will include both those that are regulated by government agencies, applicable consensus standards and those established in the UAW and Company programs. The LJHSC and the Joint Champions will also ensure local regulations and/or practices currently in effect are included. Safety-related information, such as established safe operating procedures, shall be included in the Planned Maintenance Program (e.g., MAXIMO). All open safety related Planned Maintenance items over 30 days shall be reported to the Safety Review Board monthly.

## Working Alone

The parties have discussed the need for a policy regarding the assignment of employees to tasks in isolated locations or confined entry spaces. Anytime an employee is assigned to work alone in an isolated area, the Company has instructed plant leadership to ensure an appropriate level of personal surveillance. Additionally, when work assignments involve situations hazardous to an employee, appropriate precautions will be taken in accordance with safe work practices, including air sampling and ventilation, when necessary, communications systems, personal surveillance arrangements and, as required, adequate support personnel.

## Joint Skilled Trades Safety Teams

The International Union, UAW and the Company agree that a Joint Skilled Trades Safety Team/Committee will be established within 90 days of ratification. The International Union, UAW and the Company agree that a collaboration on improving the safety of skilled trades work is important. The Safety Review Board will establish a Joint Skilled Trades Safety Team (JSTST). The goal of the JSTST is to assist the site SRB in creating and maintaining the right skilled trades safety culture, and leverage the collective experience, expertise, and capabilities skilled trades workers through management committee, peer leadership, participation, and teamwork. To fully integrate safety as an inseparable part of every job and

ultimately eliminate injuries and incidents. This initiative relies upon each worker becoming a stakeholder in the hazard control process and being empowered to take responsibility for their own safety and the safety of others.

## Emergency Response Team

During negotiations, the parties discuss certain issues related to Emergency Response Teams. The International Union, UAW and the Company will establish guidelines for Emergency Response Teams. The parties agree that the SRB will ensure that an emergency response plan is in place which addresses all Emergency Response Team (ERT) basic training, concerns, and situations specific to their site. The Company will highly encourage employee participation on Emergency Response Teams. Furthermore, SRB will offer ERT first responders training pursuant to the company's medical policy. This will not change or restrict any mutually satisfactory local practices that exceed these requirements. The Company will provide adequate chemical and medical response equipment for the ERT teams at the plant.

## Contractor Safety

When the Company provides outside contractors, vendors, or OEM's, the International Union, UAW and the Company agree Health and Safety policies and procedures and relevant UAW and Company Health and Safety work practices will be followed. The contractor's job site safety plan will be reviewed prior to commencement of on-site work, and work activities will be periodically monitored thereafter or compliance. The Joint Safety Contract Management Champions and the SRB will monitor contractor safety activity to ensure compliance. The LJHSC will jointly develop a process to allow the ability to request to unlock safety task (RUST) and controls within the PLC. These changes must be reviewed and approved by the LJHSC. All Safety PLC passwords must be maintained by the Joint Safety Representatives at the UAW and the Company.

## Engineered Nanomaterials

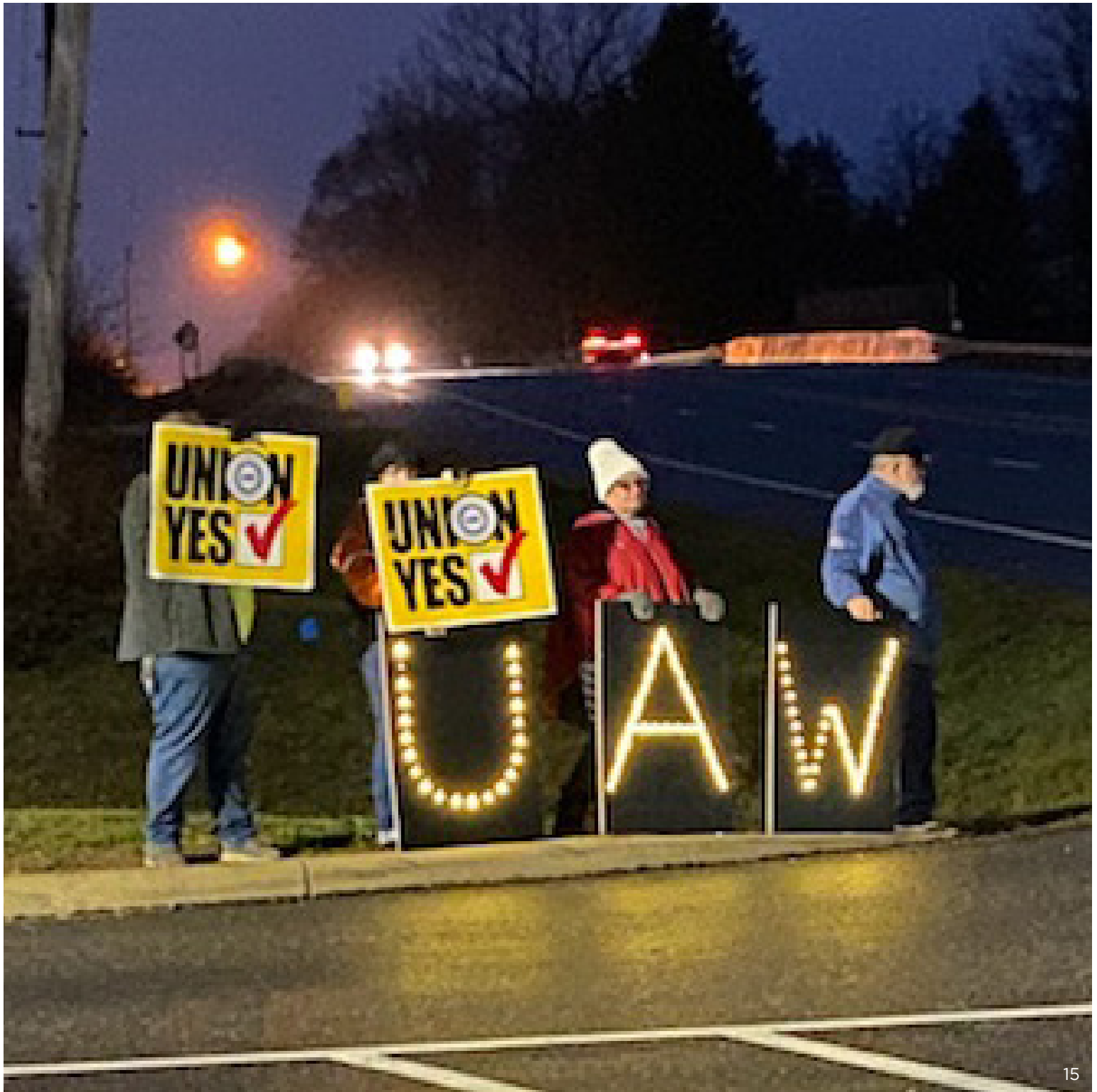
Regarding the health and safety of workers exposed to engineered nanomaterials in the workplace, the parties affirm the importance of timely hazard communications and addressing



# HEALTH & SAFETY

known risk, if any, early in the production process. The Company will continue to seek to identify any chemical materials and parts containing engineered nanomaterials whose handling, while processing, may create a hazard, (grinding, sanding or spraying). The joint parties will work to draft a UAW-Ultium Cells LLC Audit Technical Standard

addressing exposure assessment and control of engineered nanomaterials within twelve months and, thereafter, revise as needed, when new information becomes available. Once developed, the parties will discuss implementation of the standard with the NJC.



## Most Favored Nations

To bring Ultium Cells under the National Agreement during UAW-GM negotiations, General Motors demanded a “Most Favored Nations” commitment from the UAW. During local bargaining, the Union negotiated the strongest language possible:

**Article XX: Most Favored Nations.** In recognition of the importance that Ultium Cells remains competitive across the evolving battery cell manufacturing industry, the parties commit to a Most Favored Nations principle. If the UAW reaches a labor agreement with another automotive EV battery cell manufacturer that would put Ultium Cells at a materially less favorable position on overall labor costs (i.e. base wages, health care, and retirement contributions), the UAW will notify the Company of that agreement in writing, and the National Parties will meet to discuss how and when to rectify the imbalance. If the parties fail to reach a ratified agreement within 60 days, the Company may reopen negotiations on the Local Agreement. The parties will then bargain over the contract terms contained in the Local Agreement, and such bargaining will include a competitive assessment of overall labor costs under the Most Favored Nations principle.



### 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 Ultium Cells, and only then on the appropriate dates specified. The new agreement, if ratified, will expire April 30, 2028.

### 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.

### UAW MEMBERS

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

# WORKING HOURS

## Example of Production and Maintenance Schedule

Example of Orange Days/Nights						
MON	TUE	WED	THU	FRI	SAT	SUN
10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #1</b> Time and One Half	<b>RDO #2</b> Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #3</b> Double Time	<b>RDO #4</b> Double Time
<b>RDO #1</b> Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #2</b> Time and One Half	<b>RDO #3</b> Double Time	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half

\* **RDO - Regular Day Off**

Example of White Days/Nights						
MON	TUE	WED	THU	FRI	SAT	SUN
<b>RDO #1</b> Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #2</b> Time and One Half	<b>RDO #3</b> Double Time	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half
10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #1</b> Time and One Half	<b>RDO #2</b> Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #3</b> Double Time	<b>RDO #4</b> Double Time

\* **RDO - Regular Day Off**



[illegible]

## NOTES

# UAW GM/ULTIUM CELLS NEGOTIATING TEAM

## PRESIDENT'S OFFICE

**Shawn Fain**  
UAW President

**Chris Brooks**  
Chief of Staff  
President's Office

**Jason Wade**  
TOP Administrative Assistant  
President's Office

**Carla Villanueva**  
Administrative Assistant  
Organizing Department

**Sean Coughlin**  
Administrative Assistant  
Skilled Trades Department

**Mark Dickow**  
Assistant Director  
EV Strategies Department

**Becky Ervin**  
Assistant Director  
Skilled Trades Department

**Jim Holton**  
Assistant Director  
Health & Safety Department

**Mike Snead**  
Servicing Representative  
EV Strategies Department

**Darius Sivin**  
Servicing Representative  
Washington Office

## GM DEPARTMENT

**Mike Booth**  
UAW Vice President & Director  
General Motors Department

**Nicole Current**  
TOP Administrative Assistant  
General Motors Department

**Mike Plater**  
Administrative Assistant  
General Motors Department

**Todd McDaniel**  
Assistant Director  
General Motors Department

**Andrea Morrow**  
Coordinator  
General Motors Department

**Dwayne Hawkins**  
General Motors Department

## REGION 8

**Tim Smith**  
Director  
Region 8

**George Palmer**  
Assistant Director  
Region 8

**Chuck Davenport**  
Servicing Representative  
Region 8

## LOCAL 1853 BARGAINING COMMITTEE

**Derrick Kinzer**

**Jesse Hoffman**

**Richard McNair**

**Barry Hope**

**David Calhoun Sr.**

