

NATIONAL AGREEMENT

between



UNITED AUTOMOBILE WORKERS LOCAL 163

and

DETROIT AXLES
Effective January 13, 2020

January 13, 2020

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ARTICLE 1: GENERAL POLICIES

1.1 Introduction

Both parties recognize that Job Security for employees and profitability for the company are two distinct goals that are tied to the company's competitive position in the marketplace. While certain issues may cause disagreement or apparent conflict with the above stated goals, both parties pledge to resolve such concerns with a continuing focus on the customer and the quality of our products.

1.2 Agreement

Entered into this 8th day of November 2019, between the Detroit Axles Division of Detroit Diesel Corporation, a subsidiary of Daimler Trucks North America (formerly known as Axle Alliance Company), its corporate headquarters, located at the Redford facility, 13400 Outer Drive West, Detroit MI, 48239, hereinafter referred to as the Company or Detroit Axles, and the International Union, United Automobile Workers of America, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union representing the production and maintenance employees.

This agreement shall remain in full effect until 11:59 p.m. <u>January 24th, 2025</u>.

1.3 Preface

Detroit Axles and the UAW recognize their respective responsibilities under federal, state and local laws relating to fair employment practices.

The Company and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, handicap, religion, color, sexual orientation, age, sex or national origin.

1.4 Company Rights

The right to hire, promote, discharge or discipline for cause, and to maintain discipline and efficiency of employees, the products to be manufactured, the location of plants, the schedule of production, the methods, processes and means of manufacturing is the sole responsibility of the Company subject to the terms of this agreement.

1.5 Recognition

- (A) The Company recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, as the exclusive representative of the production and maintenance employees and mechanical employees at its current location for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment in the bargaining units, subject to and in accordance with the provisions of the Labor Management Relations Act of 1947 and applicable orders of the National Labor Relations Board. In addition, should Detroit Axles purchase or start up additional sites for operations at any location in the contiguous United States, and the UAW demonstrates that it has majority support from the employees working in the additional sites, through a NLRB process. Detroit Axles agrees to recognize the UAW as the exclusive bargaining representative of said employees. Further, when recognition is so obtained, Detroit Axles and the UAW will adopt the terms and provisions of this Agreement at those locations.
- (B) For the purposes of this Agreement the term "employee" shall include all hourly rated production and maintenance employees and mechanical employee in the bargaining unit covered hereby, except employees of sales, engineering,

accounting, personnel and industrial relations departments, superintendents, area managers, supervisors, and all other persons working in a supervisory capacity including those having the right to hire or discharge and those whose duties include recommendations as to hiring or discharging, and those employees whose work is of a confidential nature, time study persons and plant security employees, design (drawing board), production, estimating and planning engineers, draftpersons and detailers.

1.6 Successor Clause

Should Detroit Axles move its plant from the present location to anywhere in the greater Detroit Area, the Bargaining Unit Members shall have the right to move with the operations, this includes facilities located within the United States. In addition, should Detroit Axles purchase or start up additional sites for operations at any location in the contiguous United States, this current U.A.W. Agreement shall be in full force at such location in the manner set forth in Section 1.5. Seniority employees will be allowed to bid and transfer by seniority to any new operations before new employees are hired. The number of seniority employees allowed to transfer will be discussed by the Union and Company and can be limited by operational needs. If Detroit Axles purchases an existing facility that is affiliated with the UAW, then within a "reasonable" period of time we will work together to develop long term successful part supplier agreements based on the principles of this agreement.

This Agreement shall be binding on the company, its successors, administrators and assigns.

1.7 Modification/Termination Procedure

(A) No provision of this agreement shall be retroactive prior to the date hereof unless specifically

stated herein. This agreement shall continue in full force and effect without change until 11:59 P.M.

This agreement shall continue in full force and effect without change until 11:59 P.M. January 24, 2025. If either party desires to terminate this agreement, it shall 60 days prior to January 24, 2025, give written notice of the termination. If neither party shall give notice to terminate this agreement as provided above, or to modify this agreement as hereinafter provided, the agreement shall continue in effect from year to year after January 24, 2025 subject to termination by either party on sixty (60) days written notice prior to January 24, 2025 of any subsequent year. If neither party desires to change or modify this agreement it shall, sixty (60) days prior to January 24, 2025 or any subsequent January 24th date give written notice to such effect. Within ten (10) days after receipt of such notice, a conference will be arranged to negotiate the proposal in which case this agreement will continue in full force and effect until terminated as provided hereinafter.

(B) If notice of intention to modify or change has been given in accordance with above provisions, this agreement may be terminated by either party on thirty (30) days written notice of termination given on or after the next December 25th following said notice of intention to modify or change.

ARTICLE 2: UNION PROVISIONS

2.1 Union Security

An employee covered by this Agreement shall, as a condition of continued employment, acquire and maintain membership in the Union to the extent of paying an initiation fee and membership dues uniformly levied against all Union members following the employee's thirtieth (30th) day of employment.

The Union shall notify the Company in writing in the event that an employee ceases to be a part of the Union because of nonpayment of dues and initiation fees uniformly levied against all Union members. The Company shall discharge such employee within ten (10) days of receipt of such notice, unless prohibited by State or Federal law.

2.2 Indemnification

The Union will defend, hold harmless, and indemnify the Company against any claim, charge, litigation, expense or liability required to be paid by the Company as a result of a discharge or refusal or reinstatement pursuant to a written request of the Union under the Union security provision.

2.3 Check Off

During the term of this Agreement, the Company agrees to deduct from the pay of each employee for whom it has a valid executed and unresolved authorization for check-off of dues, all Union membership dues and initiation fees uniformly levied against all Union members by the International Union or Local Union. It shall be the Union's responsibility to furnish an executed authorization to the Company in a form approved by the Company at least two weeks prior to the payroll period from which the deduction is to be made.

Deduction shall be made from the first pay period in the current month, provided the employee's wages are sufficient to cover deductions, such deductions shall be made in the first pay period when wages are sufficient.

2.4 Remittance

The Company shall remit the deductions made pursuant to the check-off section to the Financial Secretary Treasurer of the Local Union within ten (10) days after such deductions are made. A schedule listing such deductions with names and amounts deducted from each employee shall accompany such remittance.

2.5 Liability and Indemnification

The Company shall not be liable to the International Union or to its local by reason of the requirements of the Check off and Remittance sections for the remittance or payment of any sum other than that constituting actual deductions made by the Company from employees' wages earned. The Union assumes full responsibility for the disposition of the funds so deducted.

The Union shall defend and hold harmless and indemnify the Company against any expense incurred or liability required to be paid arising out of any action resulting from such deductions.

2.6 Representation

(A) Detroit Axles will have UAW Representation according to the chart below:

# of Employees on the shift	# of Committee Persons		
0 – 150	1 Day Shift Full Time Chairperson	1 Alternate	
20 – <u>200</u>	1 Afternoon Shift Working	1 Alternate	
20 – 200	1 Midnight Shift Working	1 Alternate	

<u>201</u> – 499	1 Day Shift Full Time	1 Alternate
<u>201</u> – 499	1 Afternoon Shift Full Time	1 Alternate
<u>201</u> – 499	1 Midnight Shift Full Time	1 Alternate

The company agrees to pay full time committee persons up to 8 hours per day, 5 days per week, Monday through Friday (excluding holidays) as established in the table above. For any week/day exceeding the designated amount of eligible work hours, the representative will not be paid for such hours unless approved in advance by labor relations. The representative will be eligible to work normal overtime in their department of record if eligible to work under the equalization of overtime agreement.

If Full time committee persons are not eligible to work normal overtime in their department of record, they will be permitted to work four (4) hours Saturday and/or Sunday if ten (10) or more employees are scheduled to work on their respective shift. Only one (1) committeeperson will be permitted to work per shift and must meet the required head-count to function on their shift.

If working committee persons are not eligible to work normal overtime in their department of record, they will be permitted to work in their department of record up to four (4) hours Saturday and/or Sunday if ten (10) or more employees are scheduled to work on their respective shift. Only one (1) committeeperson will be permitted to work per shift and must meet the required headcount to function on their shift.

The parties agree to recognize the elected active working committeepersons and alternates on shifts as representatives of the union unless the shift head-count falls below 18 employees and remains below 18 employee for a period of 60 days. If the shift head-count falls below 10, the working committeepersons and alternates will be eliminated immediately.

The parties agree to recognize the elected active full time committeepersons and alternates on shifts as representatives of the union unless the shift head-count falls below 180 employees and remains below 180 employee for a period of 60 days.

The parties further agree that the contractual provisions established in Article 2.6 (A) will need to be fulfilled to reestablish active representation for the full time shift committeeperson and representative.

- (B) Representatives shall have responsibilities relating to the administration of the Detroit Axles/ UAW agreement. These responsibilities include:
 - 1. Meeting with Company officials
 - Participating with the Company in standards of conduct and attendance
 - 3. Representing employees in disciplinary situations and grievance procedure
 - 4. Involvement in issues relating to quality and productivity.
 - 5. Continuous improvement.
- (C) The Chairperson will be elected from among the bargaining unit employees of the Company. The Chairperson will be responsible for the overall administration of the Collective Bargaining Agreement, including the proper administration of the grievance procedure.
- (D) The Chairperson will be a Full Time Chairperson and the Committee-person for the Day Shift. The Chairperson will also handle the duties of health, safety and benefits.
- (E) Committeemen and Alternate Committee persons shall be paid at their appropriate rate by the Company for necessary time spent during regular work hours, in investigating and processing grievances, contract negotiations, meeting with the Company and for Union or shop problems

relating to the employees. The Committee and Alternate Committee person will be permitted the use of the Company phone as required in the discharging of their duties. The Company will provide a workstation, computer, and Company phone for use by Union representatives. Also cellular phone(s) may be provided if applicable.

- (F) If the Company requests the Committee or Alternate Committee person to stay over, they shall be paid the appropriate rate.
- (G) The Committeeperson on any shift will be a working Committee-person
- (H) Committeepersons and alternates will be considered in their equalization group in their classification and department.
- (I) The Chairperson and elected committee shall be retained regardless of seniority as long as any person they represent is retained.
- (J) An alternate shall become the active Committeeperson when the regular Committeeperson is absent from the plant or while the regular Committeeperson is in contract negotiation.
- (K) Management recognizes its responsibility to relieve a committeeperson or alternate committeeperson for representation purposes.

ARTICLE 3: GRIEVANCE PROCEDURE

3.1 Disciplinary Layoffs and Discharges

When a suspension, disciplinary layoff or discharge of a seniority employee is contemplated, the employee will be offered an interview with the Supervisor and Union representative, to allow him/her to answer the charges involved in the situation for which such discipline is being considered before he/she is required to leave the plant where feasible.

An employee who has been disciplined will be tendered a copy (copy to Union) of any reprimand, suspension, or disciplinary layoff entered on his/her personnel record describing the misconduct and the extent of the discipline.

Representation Rights:

Any employee who has been disciplined by a suspension, layoff or discharge will be furnished a brief written statement advising them of their right to representation and describing the misconduct for which they have been suspended, laid off or discharged and, in the case of a layoff, the extent of the discipline. Thereafter, the employee may request the presence of the committeeperson for their district to discuss the case privately with said committeeperson in a suitable office designated by Management. Suitable location is intended to mean that such interviews will be held away from the employee's iob station or in an area where the interview will not be overheard by other employees, such as an office before they are required to leave the plant. The committeeperson will be called promptly. Whether called or not, the committeeperson will be advised in writing within one (1) working day of twenty-four (24) hours of the fact of written reprimand, suspension, layoff or discharge and will be given a copy of the statement given to the employee. After a suspension has been converted to a layoff or discharge, the committeeperson will be notified in writing of the fact of layoff or discharge. The written statement furnished to the employee pursuant to the first sentence of this article shall not limit Management's rights, including the right to rely on additional or supplemental information not contained in the statement to the employee.

Miscellaneous Discipline Settlements

- A. When possible, management will place employees on notice and identify possible shop rule violation within twenty-four (24) hours from the time management becomes aware of the infraction.
- B. No employee will be placed on notice of disciplinary action for more than twenty-four (24) hours and if no discipline is assessed within this period the matter will be closed. If an unusual situation would develop requiring a more extensive investigation, the Chairperson of the Shop Committee and Committeeperson will be advised.
- C. Disciplinary violations that by grievance settlements are no longer considered part of an employee's disciplinary record will not be available for foreman viewing. Instances of employee discipline which have been rescinded by grievance settlements will be completely blocked out to prevent prior reference on the employee's formal discipline record within the tracking system.
- D. Necessary arrangements will be made to pay back pay claims resulting from grievance settlements within fourteen (14) days following the pay period in which the claim is granted.
- E. In connection with the investigation and discussion of grievance situations, any and all pertinent data and information concerning the employee will be furnished. In cases of medical records or other employee records judged by general standards to be of a confidential nature, such information will be released only with the written authorization of the employee in order to provide both parties with the necessary legal protection. Requests for medical information by Union representatives must be directed to the Human Resources department.

- F. Employee disciplinary records from Hourly
 Personnel that are completely blocked out or if
 the only discipline on the employee's record is
 two (2) years old or older will be destroyed.
- G. The loss of Holiday Pay will not be included as part of the disciplinary penalty assessed.
- H. The National Agreement provisions clearly recognize the impropriety of threats toward employees as a result of grievance settlements. Specifically, it is not the intent of Management to engage in any action which might "impair or weaken the grievance procedure."

Grievance Steps

(A) Step One:

- An employee having a grievable issue should first take the issue up with the Supervisor who will attempt to resolve the issue or problem. The employee must present the issue to supervision within forty-eight (48) hours of the occurrence.
- An employee may request the Supervisor to call the Committeeperson assigned to that district. The Supervisor will call the Committeeperson in an expeditious manner.
- If the issue is not adjusted, it may be reduced to writing, within seventy-two hours of the occurrence, signed by the Committeeperson and acknowledged receipt of the Supervisor.
- The Supervisor shall provide a written answer within twenty-four (24) working hours or at a later date mutually agreed upon by the parties.

(B) Step Two:

 If the written answer is not acceptable to the Union, the Committeeperson may request a meeting with the Department Manager and or Labor Relations Representative. The Department Manager and or Labor Relations

- Representative and committee person shall meet at an agreed upon time and location in an attempt to resolve the issue.
- The Department Manager and or Labor Relations Representative will provide a written answer to the grievance within seventy-two (72) hours or at a later date mutually agreed upon by the parties.

(C) Step Three:

- If the written answer is not acceptable to the Union, the Committeeperson may request a meeting with the Labor Relations Representative and Department Director. The <u>Labor Relations</u> Representative, Department Director and Bargaining Chairperson shall meet at an agreed upon time and location in an attempt to resolve the issue.
- 2. The <u>Labor Relations</u> Representative or Department Director will provide a written answer to the grievance within seventy-two (72) hours or at a later date mutually agreed upon by the parties.

(D) Step Four:

 If the written answer is not acceptable, the grievance shall be appealed. The Appeal Committee shall meet at an agreed-upon time and location and will be made up of the following:

Representing the Union:

- a. Bargaining Chairperson
- b. International Servicing Representative Representing the Company:
 - a. Plant Manager
 - b. Human Resources Manager
- 2. The Regional Representative upon receipt of the 4th Step Company answer shall have thirty (30) calendar days to settle, withdraw or

appeal the grievance to the Arbitration Step of the procedure or the UAW Heavy Truck Department. Upon receipt, Representatives from the UAW Heavy Truck Department shall contact DTNA Corporate Labor Relations in an attempt to dispose of the grievance.

3.2 Arbitration

- (A) Within seven (7) working days of Management's receipt of the Union's contention, the parties shall exchange "Statement of Facts" outlining their entire case. The exchange of the "Statement of Facts" will take place within thirty (30) calendar days of the Step Four Meeting. An extension of either party's written response may be provided if mutually agreed upon by the parties.
- (B) If the grievance is to be sent to arbitration, the union within <u>sixty calendar</u> days (60) of the Step Four Meeting will submit a "Notice of Appeal to Arbitration" to Management.
- (C) Cases not appealed to the arbitrator within sixty (60) calendar days after the Step Four Meeting shall be considered settled based on Management's last answer.
- (D) After a case has been appealed to the arbitrator, the UAW Regional Director, or his/her designee and the Director of Human Resources shall select an arbitrator, schedule arbitration hearings dates, and docket cases for a hearing.
- (E) The parties will select an arbitrator as expeditiously as possible. The parties shall by joint letter request the American Arbitration Association to submit to the parties a list of seven (7) persons for selection as arbitrator. The parties will indicate their preference of a member of the National Academy of Arbitrators.
- (F) All costs of arbitration, including the arbitrator's fees and expenses, shall be paid equally (50/50)

by the Parties involved in the arbitration. Each party shall bear the expense of its own presentation, including attorney fees, consultants, and the like.

- (G) The arbitrator shall have no power to alter, to change, detract from, or add to the provisions of this agreement, but shall have power to apply and interpret the provisions of this agreement to the settlement of issues and grievances arising thereunder.
- (H) During the hearing, the arbitrator may conduct such investigations as appropriate and reasonable. The arbitrator shall base his/her decision on the evidence and arguments presented by the parties at the arbitration hearing. The decision of the arbitrator shall be final, binding, reduced to writing, and each party will receive a signed copy.
- (I) Neither Detroit Axles nor the Union, nor any employee or group of employees may initiate any court action claiming or alleging a violation of this agreement where such claim is also the subject matter of an open grievance.
- (J) The parties agree that this procedure shall be the exclusive process for any grievance resolution. The Union further agrees to discourage any employee to appeal to any court or outside agency any settlement rendered through this procedure. Time limits may be extended by mutual agreement.

3.3 Impartial Medical Opinion

- (A) Any grievance involving a dispute regarding an employee's job assignment based upon the following:
 - A refusal of Management to return an employee to work from sick leave of absence by

reason of the medical findings of a physician or physicians acting for the Company, if such findings are in conflict with the findings of the employee's personal physician with respect to whether the employee is able to do a job to which s/he is entitled in line with his/her seniority or do the disputed job assignment as the case may be: or

- A refusal of the employee to return to work from medical leave of absence by reason of the medical findings of the employee's personal physician if such findings are in conflict with the findings of a physician or physicians acting for the Company; or
- 3. A situation where an employee is prevented from being transferred to a job classification because of a medical finding the employee's personal physician does not thereafter detect: will be initiated at the third step. Failing to resolve the question, the parties may refer the employee to a mutually agreed upon local clinic or physician for an impartial medical opinion as to whether the employee is or is not able to do a job to which s/he is entitled in line with his/her seniority or do the disputed job assignment as the case may be. The expense of any mutually agreed physical examination(s) in accordance with the above provisions of the Paragraph shall be paid one half by the company and one half by the Local Union
- (B) In the event the Company and the Union are unable to mutually agree upon the referral to a clinic or physician the parties shall agree to use the Company's recommended physician.
- (C) Any decision by a mutually agreed to medical authority at any step of this Paragraph shall be

final and binding on the Union, the employee involved and the Company. Any retroactive pay due to the employee shall be limited to a period commencing from the date of filing of the grievance, or the date the employee became able to do a job to which s/he is entitled in line with his or her seniority, whichever is the later.

3.4 Miscellaneous Provisions

Detroit Axles' Union and Management team pledges to establish and operate under a philosophy of problem resolution and continuous improvement. Both parties agree that no lockout of employees by the Company, or any strike, sympathy strike, work stoppage, picketing, boycott, sick-out, slowdown, or other activity against the Company will occur or be condoned.

ARTICLE 4: SENIORITY PROVISIONS

4.1 Seniority

- (A) The initial evaluation period will be used to measure performance based on the ability to perform necessary tasks, quality and quantity of work, work habits, attendance and punctuality. The retention of an employee during the evaluation period shall be at the sole discretion of the Company. The termination of an employee for cause during the evaluation period shall not be an issue subject to the grievance procedure.
- (B) Employees will acquire seniority by working 120 days during a period of twelve continuous months, in which event the employees seniority will date back 120 days from the date seniority is acquired.
- (C) For those employees hired prior to the effective date of this agreement, their seniority date will be back dated 120 days once they have worked 120 days during a period of twelve continuous

months including those days worked prior to the effective date of this agreement. Employee Seniority is not affected with proper legal documentation: Medical, Bereavement, Jury Duty, Holidays if absence for the above reasons are less than five (5) consecutive working days.

(D) If two or more employees have the same seniority date, their standing will be established in alphabetical order from A to Z. This alphabetical sort will progress from last name, first name, to middle initial

4.2 Loss of Seniority

- (A) Seniority will be broken, lost, and employment will cease for the following reasons:
 - Quit or Retire.
 - 2. Discharge for cause.
 - Failure to report to work for three (3) consecutive working days.
 - Failure to return to work for five (5) consecutive working days after being notified to report for work from layoff.
 - 5. Failure to return to work within three (3) consecutive working days after the expiration of a leave of absence.
 - 6. If an employee is laid off for a continuous period equal to their seniority acquired at the time of such layoff period or, in the case of an employee with less than one (1) year of seniority, eighteen (18) months or, in the case of an employee with one (1) or more years of seniority, thirty-six (36) months whichever is longer; however, an employee whose seniority is so broken shall, for a period of seventy-two (72) months beginning with the employee's last scheduled work day prior to layoff, retain

- a right to be rehired in accordance with seniority date the employee had established at the plant as of such last day scheduled. An employee who is rehired, and who reacquires seniority at the plant.
- 7. If an employee is on S & A and/or Extended Disability for a continuous period equal to their seniority acquired.
- (B) Termination in accordance with the points 3, 4 and 5 above will be automatically applied unless the reason(s) for not returning to work are beyond the control of the employee. Human Resources will send a termination letter to the employee's address of record notifying them of their termination.
- (C) To protect seniority, employees have the responsibility to inform the Company of their current addresses. Forms for this purpose are available in the Human Resources Department.

4.3 Layoff

- (A) Detroit Axles recognizes the need for employees to feel secure in their employment. Job security, however, can only be guaranteed by a successful business. Our intent is to insure jobs through a profitable operation.
- (B) Detroit Axles commits to discussions with the Union in an attempt to avert layoffs.
- (C) In the event of a reduction in the workforce in any department the following procedures will be used:
 - Non-seniority <u>probationary</u> employees (less than one hundred twenty (120) days) will be laid off first.
 - Reductions will occur within classifications by department based on seniority.

- Seniority employees laid off from their department will displace the least seniority employees in their classification in other departments, plant seniority permitting.
- Team Leaders unable to displace the least seniority Team Leader will be placed in the Team Member classification and will displace the least seniority Team Members, plant seniority permitting.
- (D) Clearing out of Employees (a) In those cases where employees are being laid off, any processing required will be conducted on company time. In case of employee quits, however, the employee is expected to complete any processing requirements on the employee's own time.

 (b) Employees who are laid off in a permanent reduction in workforce will be given a layoff package prior to leaving the plant.

4.4 Recall

Seniority employees who have been laid off will be recalled in line with seniority.

4.5 Shift Preference

(A) Active seniority employees on other shifts, having the longest seniority in the same department and classification of work shall be entitled to shift preference by submitting an application to their Supervisor no later than 9:00 a.m. on Tuesday. Employees that are granted shift preference will be transferred the 2nd Monday following application deadline and are not eligible to make application for one (1) year unless the employee cannot retain the preferred shift due to being excessed or bumped. The employee being displaced off of their shift will be given 7 days prior to the transfer when possible.

(B) In the event lesser seniority or probationary employees are in a training period (normally not more than thirty days), employees exercising shift preference in such areas will bypass these employees and displace the least seniority employee. The displaced employee will return to the shift at the end of the training period, seniority permitting.

4.6 Transfer Agreement

- (A) Openings will be posted in the plant on Friday before 11:00 a.m. and application may be submitted to Personnel up to 4:00 p.m. on the following Wednesday. Applications received after this time will be void.
- (B) Applicants for openings will be selected on the basis of highest seniority provided they successfully complete the selection process and meet the minimum qualification established for the job. When an employee is transferred under the provisions of this agreement, such employee is not eligible to make application for one (1) year from date of transfer unless otherwise agreed upon by mutual agreement between the parties.
- (C) It is understood between the parties that it may not be practical to fill the vacancies within a newly created Team and fully comply with this transfer agreement. Therefore whenever a new Team is established the parties agree to meet to discuss how many of the new openings will be posted as well as how many employees can leave one Team.
- (D) Management will give consideration to employee requests by shift to rotate job assignments in line with its desire to maintain job assignments on a fair and equitable basis as far as practical while maintaining departmental efficiency.

Employees desiring to transfer to a specific department may make application on forms provided by Management. The application period will be the last two (2) weeks of April of each year. Management will accept maximum of two (2), minimum of (1) transfers per department or up to 20% in and out of a department. Employees who apply will be moved by the third (3rd) Monday in May, seniority permitting.

- (E) Job Assignments Rotation Job assignments will be made on a fair and equitable basis.

 Management will give consideration to employee requests to perform different job assignments within their respective department and balance of hours group as far as practical while maintaining departmental efficiency. Complaints by Union representatives that this provision is not being applied properly may be raised directly with the Labor Relations department. A prompt investigation will be conducted and corrective action deemed necessary will be taken without undue delay.
- (F) Only active employees, including employees with an approved Workers Compensation claim, are eligible for transfers.
- (G) Employees that enter an apprenticeship program or MIT at Detroit Axles will retain their production seniority in regards to layoff.

(4.7) Definitions

- (A) The purpose of this Agreement is to provide an orderly means of laying off and rehiring employees in accordance with their seniority status.
- (B) If two or more employees have the same seniority date, their standing will be established in alphabetical order from A to Z. This alphabetical

- sort will progress from last name, first name, to middle initial.
- (C) Seniority shall be by non-interchangeable occupational groups plant-wide. Each classification within the plant will constitute a separate non-interchangeable occupational group.
- (D) The entire bargaining unit shall constitute one (1) seniority unit consisting of the following divisions:
 - 1. Machining
 - 2. Transmissions
 - 3. New Final Drive /Advance 6x4
 - 4. Classic Axle Assembly (Front Axle, Model 2, Model 4, Drops)
 - 5. Logistics
 - 6. Maintenance
- * NON-TRADITIONAL job classifications will be managed by job description and the associated memorandums. In the event of a layoff/recall, employees will be laid off and recalled by seniority by job description. The rules of excess will progress for Non-Traditional jobs as follows:

 1. NT Job Description, 2. Shift, 3. Department, 4. Classification (prior to NT assignment), 5. Division, 6. Plant.
- * <u>Current Non-Traditional Job Descriptions/</u> <u>Classifications:</u>
 - 1. Machining: GS Machining Specialist
 - 2. Transmissions: Rework and Test,
 - 3. New Final Drive: Carrier Assembly, Carrier Rework
 - 4. Classic Axle Assembly: Specialty Axle
 - 5. <u>Logistics: Shipping and Receiving, Cycle</u>
 <u>Counter and Change Point, Disposition and</u>
 Sorting, Aftermarket
 - 6. Plantwide: TOS, QLFS

(E) In the event of new classifications during the life of this Agreement, they shall be placed appropriately in the seniority divisions by mutual agreement.

(4.8) Permanent Reduction in Force Procedure (Production Team Members)

- (A) This Article applies to permanent layoffs for an indefinite duration, other than temporary layoffs as defined in the Temporary Layoff/Shutdown MOU, and/or to a reduction in the number of employees in a non-interchangeable occupational group.
- (B) Non-seniority probationary employees, as defined by this Agreement, in the non-interchangeable occupational group being reduced will be removed first.
- (C) Employees on permanent layoff will relinquish all seniority division, classification and departmental return rights after six (6) continuous months of permanent layoff.

(4.9) Layoff Procedure

In a reduction in force which will result in a permanent reduction in the number of employees in any classification the following procedure will apply:

- (A) Starting with the least seniority employee in the division affected, employees will be removed in seniority order.
- (B) Openings created as a result of this procedure will first be filled from available excess employees in other classifications within the seniority division affected. Once the employment needs are identified in the seniority division, those employees identified as excess in their respective classification will be offered the opportunity to fill openings, by rate, in the seniority division,

- by seniority. Employees identified as excess in their respective seniority division will be offered openings in the plant prior to the utilizing the provisions set forth in Article 4.6 (A) (except new work openings).
- (C) The rules of excess will progress as follows: 1.
 Shift, 2. Department, 3. Classification, 4. Division, 5.
 Plant. (unless otherwise established in Article 4.7)

(4.10) Recall Procedure

Seniority employees who have been laid off to the street will be recalled in line with seniority as permanent openings occur, to any group where they have seniority rights under the applicable provisions of this Agreement.

- (A) Employees being recalled to openings in their Seniority Division will have priority over transfers, except as otherwise provided in Article (4.9) of this Agreement.
- (B) Employees at work who have been removed from their original seniority division will have an automatic recall right back to that division, including their original non-interchangeable occupational group, as permanent openings occur.
- (C) Employees will be afforded an opportunity to reject their automatic recall rights as referred to in Article (4.10)(B). In the event an employee rejects an opportunity to return to any non-interchangeable group or classification, it is understood between the parties such waiver constitutes a complete forfeiture of all subsequent recall rights of that employee, including the original non-interchangeable occupational group or classification from which the employee was initially reduced.
- (D) Employees must exercise their waiver option upon being contacted by a Management representative. The union representatives will work

- jointly with management to facilitate and may assist with this process upon request.
- (E) The understanding applies only to the employees at work in the plant being recalled under the appropriate provision of this Seniority Agreement. The waiver option does not apply to employees during a reduction in force pursuant to the provisions of Article (4.9).
- (F) The waiver option does not apply for employees laid off to the street and who are recalled back to work under the provisions of Article (4.10).
- (G) Employees recalled from indefinite layoff for temporary openings will be placed under the provisions of the Temporary Layoff / Shutdown Period MOU.
- (H) Management may assign available active employees to temporary openings in any non-skilled department without regard to seniority standing for a period of up to thirty (30) days. Available employees will be afforded the opportunity for such openings by seniority. If no employees desire this opportunity the least seniority available will be assigned. Openings that exceed thirty (30) days will be considered to be a permanent opening and subject to the provisions of Article (4.6), and (4.11) unless a longer period is agreed to between Management and the Union.

(4.11) Return to Former Department

Employees who have been returned to their original classification held at the time the reduction in force began in accordance with Article (4.9), or were transferred from one (1) department to another within the same classification, and who desire to return to their original department, shall be canvassed to returned to the former department. This provision does not apply to employees on a temporary recall.

- (A) Employees eligible for transfer under this Article shall have the right to accept or decline permanent openings under this procedure in the original department from where they were excessed, except during a period of reduction in force when such openings may be filled in accordance with other provisions of the Seniority Agreement. It is understood that openings filled in accordance with this procedure will not be considered vacancies under the provisions of Articles (4.6).
- (B) Employees who have been transferred to a different non-interchangeable occupational group pursuant to the provisions of the Transfer Agreement during a period of reduction in force or recall under the terms of the Seniority Agreement will not be subject to recall to any previously held non-interchangeable occupational group.

(4.12) Hardship Shift Transfer

In certain hardship cases it may be necessary for employees to change shifts. In such cases, if the employee can arrange with an employee on another shift doing the same classification of work in the group on similar work, to exchange shifts, it is agreeable with Management, providing the employees are capable of doing each others work. Such exchange shall be in writing on forms provided by Management, over the signatures of the parties involved, and shall not be for more than thirty (30) days. Management must advise the Shop Committee Chairperson of such transfers in writing. Employees involved in the application of this Article will not be affected by the other provisions of the Shift Preference Agreement during this hardship period. However, such arrangements may be extended beyond thirty (30) days if the hardship continues, providing it does not conflict with the rights of other employees under the Shift Preference Agreement and this extension privilege is not used merely as a

means of circumventing the regular Shift Preference Provisions. The employee requesting the Hardship Shift Transfer will not be eligible to work periods of overtime scheduled on the permanent shift the employee requested the hardship from.

Any employee who goes to another shift on a hardship will assume the highest overtime hours in the temporary group. The employee's hours will remain frozen in their home group and they will be charged all hours accumulated on the temporary shift upon their return.

ARTICLE 5: EQUALIZATION OF OVERTIME

- 5.1 Equalization of overtime groups shall be established by classification (Team Leader and Team Member are considered as one classification for overtime purposes), on the same shift and team.
- 5.2 Employees having the lowest accumulated hours at the start of the regular shift on Monday will be considered low for overtime for the entire week until the start of their next regular Monday shift (or next regularly scheduled shift that is not a contractual holiday). Management will implement an overtime recording procedure to insure the proper maintenance and uniformity of overtime hours data. This record will be posted by noon each Monday and each team shall be listed separately.
- 5.3 The employee lowest in hours capable of doing the work will be offered overtime first providing they are present at work.
- 5.4 Employees who fail to accept available overtime and/or part time work in their equalization group shall be credited with time they could have worked. All overtime hours paid to an employee will be charged to the employee's balance of hours record. Once an employee has declined

an offer of overtime that employee has given up their right to such overtime and should be charged accordingly. The employee may not change their mind at a later time.

All overtime hours paid to an employee will be charged to the employee's balance of hours record. In the case hours are equal the senior employee shall be considered as having the lower hours.

- 5.5 Hours in excess of nine (9) hours worked per shift shall be voluntary. In ramp up periods, hours in excess of 10 hours shall be voluntary for no more than five (5) days in a calendar month.
- 5.6 Employees may be required to work Saturday. In accordance with section 5.7 guideline, volunteers will first be asked to work for Saturday and Sunday work. If the appropriate number of volunteers are not met to run operation, then employees will be assigned for mandatory work according to overtime sign-up sheet. An employee who has worked three or more consecutive Saturdays may decline to work the following (fourth) Saturday.

If a third consecutive Saturday is patterned, management agrees to discuss with the union alternative shifts or additional headcount adjustments.

5.7 Except in emergencies, overtime will be posted on Thursday for Saturday work, Friday for Sunday work and twenty-four (24) hours in advance for holidays. Also, except in emergencies, overtime will be posted at least <u>four (4)</u> hours prior to their schedule end of their shift that there is daily overtime (Monday – Friday). If the management does not place the posting as prescribed above employees that do not sign the sign up sheet will not be charged.

- 5.8 Mandatory Weekend Overtime If an employee has time off approved by management on the day preceding or the day following the weekend in question, the employee will not be forced to work that weekend.
- 5.9 All holiday and holiday weekend hours shall be considered voluntary. Detroit Engine employees may be utilized to supplement Holiday and Holiday weekends if sufficient Detroit Axle employees do not accept the required overtime.
- 5.10 Double charge if an employee accepts any period of overtime (whether early or late daily, weekend, or holiday overtime) and fails to report, the employee will be charged double the number of regularly charged hours the employee would otherwise have been charged.
- 5.11 Zero Out Overtime hours will be recorded in hours on an overtime basis and shall be revised on the third Monday of September of each year by rating low person as zero (0) and those with more hours will be credited with hours in excess of low person.

ARTICLE 6: CLASSIFICATION AND RATES

6.1 Team Member

(A) Team members will perform the following operations in accordance with their knowledge and skill level:

Machining
Assembly
Shipping
Receiving
Material Handling
Quality
Housekeeping
Minor Tool Repair
Jobsetting

- Minor Equipment Repair and Preventive Maintenance
- (B) Seniority Team Members with a minimum of one (1) year of seniority will be afforded the opportunity to advance their skill and knowledge level by completing Level II certification. Those receiving Level II certification will be paid \$1.00 above the Team Member base wage starting the first pay period following certification.
- (C) Level II Team Member(s) will be afforded the opportunity to advance their skill and knowledge level by completing Team Member Level III certification. The Company will determine the number of Team Member Level III openings to be filled. Level II Team Members are eligible pre-qualify for Level III certification and will be selected by department, shift and seniority when openings occur. Team Members that successfully complete Level III certification will be paid \$2.00 above the Team Member base wage starting the first pay period follow certification and placement into Level III opening.

Only employees hired after October 13th, 2009 and prior to January 13th, 2020 are eligible for certification level rate increases.

(D) To ensure quality, safety and consistency of operations, the Company will work jointly with the union to develop a certification process. The certification will consist of department specific on the job training, written test and evaluation process to insure job competency. Before a team member can move to the next level they must participate in the training process and successfully complete the certification evaluation.

6.2 Team Leader

(A) The team leader qualification process will be utilized to determine eligibility for team leader openings. In addition to the criteria established in Article 6.2 (C), a successful interview by management/UAW will be required prior to starting the selection process. (See the Team Leader Selection MOU and Evaluation criteria for more information).

In addition to performing Team Member job duties the Team Leader will also perform the following tasks:

Training
Teaching
Coaching
Technical job coordination
Scheduling

- (B) Team Leader(s) will be paid \$2.00 above their classification or Team Member certification level when functioning as the Team Leader.
- (C) In order to be a candidate for Team Leader the Team Member must meet the following qualifications.
 - Meet the minimum criteria established in the Team Leader Selection MOU.
 - Exhibits good knowledge of the process, has good interpersonal skills, is a positive role model, is goal oriented and displays a positive image of themselves, the team and the Company.

(D) Disqualification

The parties agree that it is in the best interest of the Team that a Team Leader remain in the classification, plant seniority permitting. The parties further agree that at times it may be in the best interest of the

Teams to disqualify a Team Leader. A Team Leader will be disqualified if:

- 1. The Team Leader resigns.
- In addition to the above stipulations the parties may mutually agree to disqualify a Team Leader due to the following reasons:
 - a. Team Goals are not being met.
 - b. His/her behavior is detrimental to the positive role of a Team Leader.
 - c. <u>As a result of the Team Leader Evaluation Process.</u>
- (E) Temporary Team Leader

The temporary Team Leader shall be selected and disqualified under the same process and criteria utilized to select the permanent team leader. The temporary Team Leader(s) will be paid \$2.00 above their Team Member certification level when functioning as the Team Leader.

6.3 Maintenance Team Member

- (A) The Maintenance Team Member's main goal is to be a resource for the Teams so that maximum utilization of the Team assets can be achieved.
- (B) The following is a list of the major job tasks the Maintenance Team Member will be required to perform. Other maintenance job tasks may be assigned in line with the Maintenance Team Members skills and knowledge:

General Maintenance Machine Repair Maintain Electrical Systems Maintain Structures Maintain Heating/Cooling Systems Plumbing Welding

- (C) The parties agree that the work performed by the Prototype Technicians in the Prototype department is non-bargaining unit work under the terms of this agreement. The parties also agree that in order to fully utilize the Maintenance Team Member he/she may be assigned to assist with prototype work and support the maintenance needs of the department. The parties further agree that work performed by the Maintenance Team Member in the Prototype department will not establish a precedence, policy or past practice now or in the future for bargaining unit work in the department.
- (D) All Maintenance Team Members, including MIT's, will be provided an annual tooling budget of \$750 (after their 1st year of employment and establishment of a tool box) for new tools purchased by the company through their respective Manager. The company will replace all personal tools broken on the job.

6.4 Base Wage Progression

Progression Schedule – Employees Hired Prior to October 13th, 2009

Employees hired prior to October 13th, 2009 shall continue their progression rate in accordance with the following schedule:

New Production Classifications:	Current Departments	Max Rates Effective 1/13/20	Max Rates Effective 1/16/23	Max Rates Effective 1/15/24	Max Rates Effective 11/4/24
TOS	450	\$27	\$27.50	\$28	\$28.50
Non-Traditional	460, 492, 493	\$26	\$26.50	\$27	\$27.50
Machining	428	\$25	\$25.50	\$26	\$26.50

		Maintenance	Maintenance Wage Rates		
Maintenance Tech		\$35.30	\$35.80	\$36.30	\$36.80
Journeyperson	410	\$33.30	\$33.80	\$34.30	\$34.80
Non- Journeyperson		\$30.30	\$30.80	\$31.30	\$31.80

Team Member (Assm/Mat)

\$24

\$23.50

\$23

Note: All Team Leaders receive \$2 above their respective rate. MIT's starting rate is \$4 less than Journeyperson rate.

Progression Schedule – Production Employees Hired After October 13th, 2009:

Production Employees hired after October 13th, 2009 shall be hired at a starting wage of \$14.00 per hour and will receive a progression rate of a \$0.50 per hour base wage increase on their respective anniversary date until employee reaches the maximum rate of the classification (Step 8 of the progression schedule). Employees hired under the above progression schedule will be eligible for lump sum payments in-lieu of annual rate increases only after maximum rate for the classification is achieved.

**Effective January 13, 2020, all employees will receive a \$2.00 per hour increase to their current rate. Individuals in progression will be moved up four (4) steps or less if they get to the Max Rate. Individuals who are moved to Max Rate may get more than a \$2.00 increase. Any employees above the Max Rate will be red-circled until such time as they are not above the appropriate Max Rate or a contractual move occurs resulting in a corresponding rate change. Any Production Employees hired after January 12, 2020 will fall into the "new hire" Wage Progression Schedule below.

Progression Schedule – Production Employees Hired After <u>January 12th</u>, <u>2020</u>:

Production New Hire Wage Progression Schedule - Employees hired after January 12th, 2020	duction New Hire Wage Progression Sched - Employees hired after January 12th, 2020	re Wa ed af	ige P ter Ja	rogre	ssior y 12t	. Sch h, 20	edule 20		Max Rates	Max Rates	Max Rates	Max Rates
Classifications:	Starting Rate				Steps				Effective 1/13/20	Effective 1/16/23	Effective Effective Effective Effective 1/13/20 1/16/23 1/15/24 11/4/24	Effective 11/4/24
		-	2	ဗ	4	2	9	7	8	8	8	8
TOS									\$27	\$27.50	\$28	\$28.50
Non-Traditional	(L		1			(0	(\$26	\$26.50	\$27	\$27.50
Machining	22\$ 12\$ 02\$ 61\$ 81\$ 71\$ 91\$ 0c.c1\$	918	\L \$	Σ,	6 5 8	\$20	£25	\$25	\$25	\$25.50	\$26	\$26.50
Team Member (Assm/Mat)									\$23	\$23.50	\$24	\$24.50

Employees hired after January 12th, 2020 shall be hired at a starting wage of \$15.50 per hour. Employees will receive a progression rate of \$.50 per hour base wage increase on their 1st anniversary date and subsequently a progression rate of a \$1.00 per hour base wage increase on their respective anniversary date for the next seven (7) years. At the conclusion of the progression period the employee will be brought to the maximum rate of their respective classifications. Periods of layoff less than one (1) year will not count against their rate increase effective on their anniversary date and when on active status.

6.5 Shift Premiums

A premium of \$0.80 per hour will be paid to those employees assigned to the Afternoon shift. Those employees assigned to the Midnight shift will be paid a premium of \$1.10 per hour. Eligible benefits for shift premium include Vacation, PAA, Jury Duty, Bereavement and Company Paid Holidays.

6.6 Overtime Premium

Overtime premium will be paid for:

Overtime paid only after 40 straight time hours. The 40 hour calculation shall include planned and approved vacation, <u>paid absence allowance</u>, bereavement, jury duty, contractual holidays, <u>workers compensation</u>, <u>military leave</u> and approved union business for elected positions. Saturday (time and one-half) premiums will be paid only after 40 straight time hours are satisfied as specified above.

Double-time will be paid for all hours worked on Sunday or Specified Holiday.

On a mandated short work week, if employees are required to work on a Saturday or Sunday, they will receive time and one half for Saturday and double time for Sunday if all scheduled hours are worked with exception of planned and approved vacation, paid absence allowance, bereavement, jury duty, contractual holidays, workers compensation, military leave and approved union business for elected positions.

6.7 Pay Distribution

- (A) Employees will receive their paycheck once a week by direct deposit. All pay statements will be electronic, the company will no longer mail out paper pay statements.
- (B) When substantial pay shortages of eight (8) hours or more on an employee's paycheck are brought to Management's attention on Thursday, and which prove to be an oversight on Management's part, arrangements will be made for special payment to cover the shortage as soon as possible but in any event no later than Friday. Shortages due to an employee oversight will be made on the next payroll following the discovery of the oversight.

It is understood that such treatment cannot be given to large groups of employees.

6.8 Workweek

The workweek shall be defined as a forty- (40) hour week, Monday through Friday. However, third shift employees begin their normal workweek Sunday night and end their week Friday morning.

In the event that business conditions and/or operational requirements necessitate development of additional shift models and pay structures to maximize operational efficiency. The parties agree to meet to discuss the implementation of flexible work schedules and shift models which could include a straight time schedule other than the standard Monday through Friday approach.

6.9 Continuous Seven-Day Operations

(A) The parties agree that some operations are necessary to run as a continuous 24 hours per day seven days per week operation. When either party feels that a seven day operation would be beneficial for the optimum running of an operation and/or for the benefit of reducing forced overtime for employees, the parties agree to meet and discuss the implementation of a seven day operation. If after discussions, and both parties agree that an operation on a continuous seven day basis is needed to meet customer requirements, seniority employees will be allowed to bid to work on the seven day operation. As long as an employee is qualified to do the work or trainable within a reasonable period of time, then volunteers will be assigned by seniority order to the seven day operation. If there are not enough volunteers then the company will assign employees in reverse seniority order or will hire new employees if there are openings.

Work schedules will be posted for four week periods at a time at least 4 weeks in advance of the first day of the new four week period. Days off will be rotated between the employees on each shift. Parties agree to maintain flexibility to ensure that operational goals are met.

(B) If it becomes necessary to run the Heat Treatment Operation on a continuous 24 hours per day seven days per week schedule, Company Management commits to having discussions with the Union regarding the increased production schedule prior to implementing this work schedule.

6.10 Overtime Premiums-Seven -Day Operations

Employees working on necessary continuous seven-day operations whose occupations involve

work on Saturdays, Sundays, and holidays, shall be paid overtime for work on these days only for time worked in excess of forty (40) hours per week, except as otherwise provided below:

- Time and one-half shall be paid for hours worked on the employee's first scheduled day off in the workweek.
- (2) Double time shall be paid for hours worked on the employee's second regularly scheduled day off in the workweek.
- (3) Time and one-half (1-1/2) shall be paid for hours worked on Sunday that are not payable on an overtime basis. Double time and one-half (2-1/2) shall be paid for hours worked on any of the designated holidays, it being understood that there shall be no pyramiding of holiday pay and holiday premium for such employees; provided, however, that if a designated holiday falls on one of the employee's regularly scheduled days off, the employee, in addition to his holiday pay, shall be paid double time for time worked.

6.11 Call-In Pay

Any employee called to work or previously scheduled to come to work without having been properly notified that there will be no work, shall receive a minimum of four (4) hours' pay at the straight time hourly rate, except in cases of employee voluntarily leaving work with permission, labor disputes, or other conditions beyond the control of Management. It will be the employee's responsibility to provide a phone number to their respective supervisor. Employees who fail to provide their supervisor a valid phone number, in service at the time of the overtime cancellation, will not be eligible for call-in pay for reporting to work for that period of cancelled overtime. A voicemail left at the number provided to the supervisor will be considered a valid cancellation of overtime notification.

ARTICLE 7: TIME OFF

7.1 Vacation / Paid Absence

(A) VACATION PAY / PAID ABSENCE ALLOWANCE:

- An employee shall become eligible for vacation pay allowance, provided they have at least one year's seniority as of their first eligibility date occurring after the effective date of this Agreement. Vacation days must be applied for and approved in advance and must be used in eight (8) hour increments.
- 2. All employees shall have December 31 as their annual paid vacation eligibility date.
- An employee's "eligibility year" shall begin
 with the first pay period following the pay
 period containing the eligibility date and end
 with the last pay period in which the eligibility
 date occurs. <u>Vacation is earned the year of
 use and PAA is accrued the year prior.</u>
 - a. The number of hours of vacation pay allowance and paid absence allowance credit to which an eligible employee shall be entitled shall be based on the employee's seniority as of their eligibility date and the number of pay periods during which they have worked in their eligibility year.
 - An eligible employee who has worked at least twenty-six (26) pay periods in their eligibility year shall be entitled to the following vacation pay allowance and paid absence allowance credit:

For an Eligible Employee With Seniority of	Hours of Full Vacation Pay Allowance	Hours of Full Paid Absence Allowance Credit
One (1) but less than three (3) years	<u>40</u>	<u>56</u>
Three (3) but less than five (5) years	<u>80</u>	<u>56</u>
Five (5) but less than ten (10) years	<u>104</u>	<u>56</u>
Ten (10) but less than fifteen (15) years	128	<u>56</u>
Fifteen (15) or more years	<u>144</u>	<u>56</u>

- * If an employee has any unused PAA/occurrences at the end of any year, an additional \$100 per full or partial day ending balance will be paid in accordance with Article (7.1)(C).
- 4. An eligible employee shall be entitled to a percentage of the full vacation pay allowance and paid absence allowance credit shown in Article (7.1)(A)3(b) based on the number of pay periods worked in their eligibility year, in accordance with the following:

Pay Periods Worked	Percentage of Full Vacation Pay Allowance (<u>cur-</u> <u>rent year)</u> and Full Paid Absence Allowance (<u>pre-</u> <u>vious year</u>) Credit
26	100%
25	96
24	92
23	88
22	84
21	80
20	76

19	73
18	69
17	65
16	61
15	57
14	53
13	50

- 5. An Employee who has not acquired one year's seniority as of the eligibility date occurring after the effective date of this Agreement shall nevertheless become eligible for vacation pay allowance provided:
- 6. a. The employee has seniority as of the vacation pay allowance eligibility date, and
 - b. The employee has subsequently obtained one (1) year's seniority.
- 7. An eligible employee who qualifies as provided herein shall be paid a percentage of their vacation pay allowance based on the number of pay periods worked after obtaining one (1) year's seniority in the eligibility year in accordance with the above chart.
- 8. An employee who has at least one (1) year seniority may apply for vacation pay allowance in eight (8) hour increments to the extent of their eligibility, and equivalent to the amount of approved vacation time off. Vacation time off may only be taken in units of eight (8) hours provided:
 - a. the employee has an approved vacation time off application pursuant to Article (7.1),

- the employee makes application for the advance vacation pay a minimum of 2 weeks prior to the approved vacation time off period, and
- the employee applies for a minimum of 1 week of vacation,
- d. the employee takes the vacation time off.

(B) VACATION TIME OFF

- Management recognizes the desirability of providing vacation time off, up to the vacation pay allowance to which the employee's seniority would have entitled them on the last eligibility date prior to the requested time off in a manner that preserves the maintenance of efficient operations while giving consideration to the desires of the employee.
- The period of application for vacation time off will be January15th through February 15th of each year. Application will be made on a form provided by the company. The company will post the approved vacation schedule no later than March 5th of each year.
- 3. Employees not filing for vacations during the formal application period may file such applications for vacation time off thereafter and such applications will be accepted on a first come first serve basis for remaining vacation time off vacancies. In no case, however, will such applications be given preference over an application filed during the formal application period. Each equalization of overtime (EOT) group will allot a minimum of one (1) person up to ten percent (10%) of the EOT group for vacation allowances whichever of the two is greater.

(C) Irrespective of any employment or unemployment on the part of such employees, payment in lieu of excused absence, to which an employee is entitled, shall be made as soon as possible but not later than forty-five (45) days after the employee's eligibility date unless the employee elects in writing to take such payment at a later date, but in any event payment will be made not later than twelve (12) months after the employee's eligibility date.

7.2 Holidays

- (A) Employees will be eligible to receive holiday pay.
- (B) To be eligible for holiday pay, employees must work the last scheduled workday prior to the holiday and the first scheduled workday after the holiday, regardless of the pay period.
- (C) Failure to work either the last scheduled workday prior to or the next scheduled workday after each Christmas holiday period will disqualify the employee for pay for the two holidays in the Christmas holiday period which follow or precede such scheduled workday.
- (D) Failure to work both the last scheduled workday prior to and the next scheduled workday after each Christmas holiday period will disqualify the employee for pay for the entire Christmas holiday period.
- (E) Exception to the qualifying days above would be time off approved in advance or excused days off due to unforeseen circumstances.
- (F) Holiday pay will be computed on a regular straight time pay basis.
- (G) During each year of the contract the following holidays will be observed:

A	nticipated [Detroit Axles	Anticipated Detroit Axles Holiday Schedule:	:hedule:		
Holidays	2019	2020	2021	2022	2023	2024
New Years	N/A	Jan. 1	Jan. 1	N/A	Jan. 2	Jan. 1
Martin Luther King Day	N/A	Jan. 20	Jan. 18	Jan. 17	Jan. 16	Jan. 15
Good Friday	N/A	Apr. 10	Apr. 2	Apr. 15	Apr. 7	Mar. 29
Memorial Day	N/A	May. 25	May. 31	May. 30	May. 29	May. 27
Independence Day	N/A	Jul. 3	Jul. 5	Jul. 4	Jul. 4	Jul. 4
Labor Day	N/A	Sept. 7	Sept. 6	Sept. 5	Sept. 4	Sept. 2
Thanksgiving Day	Nov. 28	Nov. 26	Nov. 25	Nov. 24	Nov. 23	N/A
Day After Thanksgiving	Nov. 29	Nov. 27	Nov. 26	Nov. 25	Nov. 24	N/A
	Dec. 24	Dec. 24	Dec. 24	Dec. 26	Dec. 25	N/A
	Dec. 25	Dec.25	Dec. 27	Dec. 27	Dec. 26	N/A
	Dec. 26	Dec. 28	Dec. 28	Dec. 28	Dec. 27	N/A
Officialias nomaay Period	Dec. 27	Dec. 29	Dec. 29	Dec. 29	Dec. 28	N/A
	Dec. 30	Dec. 30	Dec. 30	Dec. 30	Dec. 29	N/A
	Dec. 31	Dec. 31	Dec. 31	N/A	N/A	N/A
Floating Holiday	N/A	N/A	N/A	N/A	Jul. 3	Jul. 5

- *The parties agree to follow the current and future holiday schedule established by the Detroit Engine bargaining unit.
- (H) An employee who works a minimum of 8 hours on a designated holiday may apply to have 8 hours of holiday pay for that day worked credited to their vacation pay allowance for the current eligibility year (via the Kronos app or applicable electronic process).

7.3 Bereavement

When death occurs in an employee's family as defined below; the employee, on request, will be excused for any of the first three (3) normally scheduled working days for eligible family members and for any of the first five (5) normally scheduled working days for immediate family members (excluding Saturdays, Sundays and holidays) immediately following the date of death provided they attend the funeral. The immediate and eligible family members are defined below as including the employee's:

Immediate Family Members	Eligible Family Members
Spouse	Brother/Sister in law
Parent	Son/Daughter in law
Child	Grandparent
Step-Parent	Great Grandparent
Step-Child	Grandchild
<u>Brother</u>	Current Spouses' Parent
Step-Brother	Current Spouses' step-Parent
Half-Brother	Current spouses' grandparent
<u>Sister</u>	
Step-Sister	_
<u>Half-Sister</u>	

- * Employees will be eligible to apply for one (1) day paid bereavement benefit when the death of an Aunt/Uncle occurs.
- * Eligible Family Members employees will be eligible to apply for up to two (2) days of informal leaves of absence in accordance with Article (7.4) in combination with the three (3) day paid bereavement benefit.
- * Bereavement benefits are standardized with the Engine Agreement.

Upon written application and submitting proof, payment shall be made at the employee's base rate for eight- (8) hours per day as of the last day worked.

7.4 Leaves of Absence for Personal Reasons

Seniority employees requesting formal leave of absence shall first make application in writing to the Personnel Department on the form provided. Such leave of absence will be granted to an employee for not more than ninety days on approval of the Human Resource Management.

Informal Leaves of Absence – A leave of absence may be granted for personal reasons for a period not to exceed thirty days, upon application of the employee to and approved by their supervisor. Such leaves of absence may be renewed up to a maximum of sixty (60) days and seniority will accumulate during the leave.

7.5 Military Service Leave

Any employee who enters either active or inactive training duty or service in the Armed Forces of the United States will be given a leave of absence upon submission of proof of service. The leave shall not exceed the term of the initial enlistment and one consecutive re-enlistment or a short-term duty up to a maximum of thirty (30) days annually.

7.6 Union Activity Leave

Any employee elected or appointed by the International Union to a Local, State or National Union position which necessitates the absence of the employee from work the Company will grant this leave to the employee without pay for the time specified. The absence will not jeopardize the employee's position or status in the Company. The leave will be for the term of office or appointment. Seniority will accumulate during the period of such leaves.

Request for attendance at Black Lake for UAW employees will be granted with reasonable consideration of impact on the company's business operations.

A budget of 400 total hours of training a year, pre-approved by Labor Relations (both training and course) if requested a minimum of 2 weeks in advance. Any training request beyond 400 hours will be reviewed by the company.

7.7 Jury Duty Leave

If an employee is summoned to serve on a federal, state or local jury, the Company will pay the employee's normal earnings for the duration of the jury duty minus court provided pay.

The employee must return to work on the day following the release from jury duty obligation and present the court voucher to their Supervisor or the Human Resources Director to ensure payment for the day(s) of work missed.

Employees are expected to make themselves available for work on any day or partial day that they are not required to serve in a jury (that is, if relieved).

7.8 FMLA

- (A) Employees who have worked for the company for at least 12 months and at least 1,250 hours during the 12 month period preceding the start of the leave, may take up to 12 weeks of unpaid FMLA leave of absence, each calendar year, for the following reasons:
 - 1. Birth and/or adoption of a child
 - 2. Placement of a foster child
 - 3. Care for a seriously ill spouse, child or parent
 - 4. Personal serious health condition.
- (B) Employees will be required to utilize disability leave time or worker's compensation time, as applicable, toward FMLA leave entitlement. Employees on FMLA leave receive Companypaid health benefits, providing the employee continues to pay their portion of the premiums. Generally, employees who return to work upon the leave expiration date will be reinstate to the job held or to any equivalent position. When leave is foreseeable, notification is to be submitted to Hourly Personnel 30 days in advance of leave commencement date.
- (C) Unused FMLA leave entitlement does not carry over from one calendar year to the next.
- (D) Leave request forms and detailed information are available through Hourly Personnel. Questions regarding a disability leave should be directed to the Employee Benefits Department.

7.9 General Provisions

If a holiday should fall within any leave of absence (medical, bereavement, jury duty or military), the leave will not be extended to make up for the holiday, nor will a make-up holiday be granted. In addition, should a change in employee pay status be necessary while an employee is on a leave of absence, the change will not be effective until the date of return from the leave of absence.

Company policy prohibits an employee from being gainfully employed elsewhere while on a paid leave of absence from Detroit Axles.

Temporary Supervisory Changes – When temporary changes in supervisory responsibilities are necessary, the Team Leaders in the affected area will be notified. The Team Leader will be responsible to notify the team of the temporary supervisory change.

ARTICLE 8: WORKING CONDITIONS

8.1 Production Standards

Production standards shall be established on the basis of fairness and equity consistent with the quality of work, efficiency of operations and the reasonable working capacities of normal operations.

8.2 Personal Allowance Time

- (A) Employees will be provided a total of 46 minutes paid per eight (8) hour shift for personal relief time. This time will be scheduled by the Company.
- (B) Employees scheduled to work in a continuous 7 day operation with a straight 8 hour shift will be paid a 20 minute lunch and a total of 46 minutes paid personal relief time during an 8 hour shift. This time will be scheduled by the Company.

- (C) Employees who work 10 hours will be afforded an additional 13 minute break.
- (D) Employees working overtime on a partial or full shift will follow the break periods of the overtime shift. Employees working overtime not associated with a production shift will be afforded one additional break period based of the following shift schedule:

9 hour shift: 6 minutes total

10 hour shift: 13 minutes total

11 hour shift: 18 minutes total

12 hour shift: 23 minutes total

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1 Drug Analysis

Depending upon the parties agreement with respect to the terms of the employee's reinstatement and under normal operating conditions an employee who is processing through the hiring procedure prior to possible reinstatement is required to submit to a physical examination as a part of that procedure. As a part of that examination a drug testing procedure is required. The specimen is sent to the laboratory for analysis within one (1) regular scheduled working day and the results are normally received back at the plant Medical Department/Service within three (3) normal scheduled working days.

Employees returning to work from a S&A claim and schedule a return to work exam with the company medical department 3 days prior to their return to work date will be paid at their S&A rate for any work days missed due to a delayed drug screen result from their prescribed medication. Any employee scheduling an appointment less than 3 days prior to their return to work date will be determined on a case by case basis.

9.2 Detroit Axles Policy and Procedure Regarding Positive Drug Testing

- (A) Return From Leave of Absence
 - The parties have met and discussed the course of action regarding employees failing to pass drug and alcohol testing when returning from a leave of absence and have agreed to the following action steps:
 - a. Any employee unable to meet Detroit Axles Return To Work requirements due to failing the substance abuse testing will be subject to review by the Detroit Axles Medical Director and the UAW/Detroit Axles EAP Representative, herein after referred to as the EAP Team.
 - b. The EAP Team will determine an appropriate treatment program for the affected individual employee. Treatment programs may include but are not limited to, outpatient treatment (in which case an employee may return to work), in patient programs, detox, and an after care program i.e. taking Antibuse or Naltexone, attending AA/NA meetings, random substance abuse testing.
 - c. The EAP Team will conduct a meeting to discuss the situation, develop a treatment program, and meet with the employee to review the treatment program. The employee will be given a copy of the treatment program.
 - d. The employee must comply with all terms of the treatment plan prescribed by the EAP Team in order to receive sickness and accident disability benefits for absence related to a substance abuse diagnosis.

e. In the event an employee fails to enter the program or fails to fulfill all requirements established for treatment plan prescribed by the EAP Team, sickness and accident benefits will cease as of the date of noncompliance. Additionally, the employee is subject to disciplinary/administrative action up to and including discharge.

(B) Power Vehicle Licenses:

Those employees holding a Power Vehicle Licenses who fail substance abuse testing will have their power vehicle licenses immediately suspended and must comply with all terms of a treatment program that has been developed by the EAP Team.

(C) Returning from Layoff

- Individuals being recalled from permanent layoff status will not be reinstated if they test positive for illegal substances. This exam will be administered as part of the routine medical return to work/rehire physical. It is further agreed that reinstatement can occur providing the following conditions are met:
 - a. The individual successfully completes a substance abuse program determined and selected by the Medical Department. The individual must enter into the prescribed program immediately and will have one opportunity to complete the program if reinstatement is to occur.
 - Successfully completing the program means the individual follows all requirements of the program as prescribed by the attending physician.
 - Upon completion of the program and prior to reinstatement the individual will be administered a rehire physical that will include drug

testing. The test must show levels lower than the previous test level for the individual to be reinstated.

- d. Provided the results from the rehire physical show a level lower than previously tested, the individual will then be reinstated and placed into the EAP Team program stated above.
- This understanding does not alter or diminish Detroit Axles' stated policy on Alcohol and Drug Abuse. Drug and Alcohol abuse by employees in the workforce is not condoned and is recognized under shop rules and salaried personnel policy as a potentially dischargeable offense.

ARTICLE 10: BENEFITS - HEALTH CARE

10.1 Eligibility and Enrollment

An employee shall become eligible for Medical, Dental and Vision insurance on the first day of the month following the month in which the employee is actively at work after acquiring sixty (60) days of employment. This waiting period pertains to health care eligibility and has no impact on seniority. An employee must complete an application for the coverage's in which the enrollee elects to participate. The application or enrollment form shall include an authorization for payroll deductions for contributions, which may be required.

10.2 Medical, Dental and Vision Benefits

All employees covered by this contract will receive comprehensive medical, dental, and vision coverage with comparable benefits to the Detroit employees. See attachment A for details.

Should layoffs occur, employees that have achieved seniority will receive <u>six</u> months health and vision coverage. Dental coverage will be terminated at month ending in which they were laid off.

10.3 Cost Containment/Cost Sharing

Employees eligible for health care benefits and enrolled in the plan will have the following deductions:

Starting January 13th, 2020:	
Single coverage:	\$30 per pay period
Employee plus one:	\$40 per pay period
Family coverage:	\$50 per pay period
Starting January 16th, 2023:	
Single coverage:	\$35 per pay period
Employee plus one:	\$45 per pay period
Family coverage:	\$55 per pay period

10.4 401(k) Retirement Savings Plan

Employees acquiring seniority can choose to contribute up to 100% of their pre-tax/after tax base wage into the company 401(k) plan.

Effective January 1st, 2022, the current 401(k) program will be modified to include a company match of 66 2/3% on a maximum of 6% employee contribution.

Employee Contribution	Company Contribution
1%	.67%
2%	1.34%
3%	2.0%
4%	2.68%
5%	3.35%
6%	4% (max)

10.5 Defined Contribution Plan

The Employer will establish and contribute to a 401(k) Plan on behalf of each employee hired under the terms of the collective bargaining agreement on or after November 3rd, 2014, \$2.00 for each hour the

participant actually performs work for the Employer during the plan year. A Participant's contributions from the first hour worked will be made and allocated to such Participant's Contributions Account on a monthly basis, at a minimum.

This Defined Contribution Plan will be in lieu of a Defined Pension Benefit Plan and Company paid post retirement health care for hourly employees. Employees will vest upon attainment of seniority as defined in Article 4 of this Agreement. Upon vesting the plan becomes portable.

The employees will not be allowed to take out loans from the Company Contributions.

10.6 Groups Legal Services Program

Employees meeting the eligibility criteria contained in Section 10.1 are eligible for Group Legal Services benefits.

ARTICLE 11: LIFE AND DISABILITY PLAN

11.1 Eligibility for and Effective Date of Coverage

An employee shall be eligible and shall automatically be covered for Basic Life, Accidental Death and Short and Long term Disability Insurance on the first day of the month following the month in which the employee is actively at work after acquiring seniority.

11.2 Basic Life and Accidental Death Coverage

The Company will provide life and accidental death insurance for 1x base annual wage benefit amount. Additional term life, spouse life and dependent life can be purchased at the plan rates and paid for via payroll deductions.

11.3 Sickness and Accident Benefits

(A) If a seniority employee becomes wholly and continuously disabled as a result of a

non-occupational injury or sickness so as to be prevented from performing any and every duty of their occupation, and during the period of such disability is under treatment by a physician legally licensed to practice medicine the amount of weekly benefits for which the employee is then covered shall be paid to the employee each week during the period they are so disabled and under treatment.

Eligible Employee(s): Active, full-time seniority

employees.

Benefit Amount: 65% of base wage.

(B) Benefit Duration: Sickness and Accident Benefits shall be payable during total disability for a period equal to the seniority on the first day of disability, but in no case for more than 26 weeks for any one continuous period of disability.

Elimination Period: The 1st day for disability due to injury.

The 8th day for disability due to sickness except that if during the first seven days of disability the employee becomes confined as a registered bed patient in a legally constituted hospital, the elimination period shall the 1st day of hospitalization.

(C) Requests for such a leave will require medical documentation from the employee's attending physician. The benefit may not exceed the employee's length of seniority as of the commencement date of the disability. It is the responsibility of the employee to inform Human Resources of their disability status. Failure to do so could result in loss of seniority under Article 4.2 of the Seniority Agreement. In addition the Company reserves the right to refer an employee for an impartial medical opinion.

11.4 Extended Disability Benefits

- (A) An employee who is covered for Sickness and Accident Benefits and who at the date of the maximum number of weeks for which entitled to receive Sickness and Accident Benefits and during a continuous period of disability and is totally disabled shall receive Long Term Disability Benefits.
- (B) Benefits will be paid for a period equal to their seniority acquired commencing as of the day on which disability began, including the period which they received Sickness and Accident Benefits. Extended Disability Benefits will not be payable beyond the employees death or the end of the month in which they reach Social Security normal retirement age.
- (C) Sickness and Accident Benefits and Extended Disability Benefits will be reduced by an amount equal to the monthly equivalent of the following benefits for which the employee is eligible:
- Lost time benefits under which Worker's Compensation Laws or other laws providing benefits for occupational injury or disease, including lump sum settlements.
- 2. Benefits under any state or federal law providing benefits for time lost because of disability.

Eligible Employee(s): Active, full-time seniority

employees

Benefit Amount: 60% of base wage.

ARTICLE 12: CONTRACT SETTLEMENT AGREEMENT

12.1 Ratification and Effective Date

The new Agreement shall become effective on <u>January 13th</u>, 2020 after the Company receives satisfactory notice from the Union that the Agreement

has been ratified by the Union Membership provided that the Company receives said notice from the International Union on or before November 17th, 2019.

No provision of the new Agreement shall be retroactive prior to the date such Agreement becomes effective unless otherwise specifically stated therein.

12.2 Signatures

An Agreement to be dated <u>January 13th</u>, <u>2020</u> has been negotiated by the parties The signatures hereon shall be applicable to each of the various agreements to which each party has committed itself in the manner and with the same effect as if physically subscribed thereon.

The parties hereto shall each by its duly authorized officials and representatives hereby accept this Contract Settlement Agreement and each and all terms and conditions thereof.

<u>U.A.W</u>	DETROIT AXLES
Chuck Browning Director Region 1 A Rod Heard Rod Heard Int'l Rep. Region 1 A Ralph Morris Jr. President Local 163	Matt Pfaffenbach Plant Manager Jeff Latkiewicz Director – Assembly Del Spòoner Director - Facilities
Tim-Boley Heavy Luck Representative John Thompson Shop Chairperson – Detroit Axles Richard Songalewski Committeeperson – Detroit Axles	Andrew Practzler Director – Human Resources Detroit Eric Shoults Director – Labor Relations DTNA Paul Holliday Manager – Labor Relations Detroit
Cedric Elder Committeeperson – Detroit Axles Lakesin Grissom Committeeperson – Detroit Axles	Matt Makarowsky Labor Relations Specialist Detroit

DETROIT AXLES – SHOP RULES AND DISCIPLINE ADMINISTRATION (RENUMBERED IN 2020)

The Shop Rules are not negotiated and are not part of the Labor Agreement. They are established by Management to define the standards of conduct for employees.

Every incident of disruptive behavior or negligence of job duties and responsibilities cannot be described in the Shop Rules stated below. With this understanding, unacceptable behavior by an employee will be handled on a case-by-case basis with appropriate action.

Committing any of the following violations will be sufficient grounds for disciplinary action, depending on the seriousness of the offense in the judgment of management.

- Falsification of records.
- 2. Ringing the clock card or badge of another.
- Using another employee's badge or pass, permitting another to use your badge or pass to enter the property, or repeated failure to use badge or pass.
- 4. Fighting on the premises at any time.
- Gambling or any game of chance on company property.
- 6. Absence without reasonable cause.
- 7. Reporting late for work.
- 8. Unauthorized operations of machines, tools and equipment.
- 9. Leaving own department or the plant during working hours without permission.
- Misuse or removal from the premises without proper authorization of employee lists, blueprints, Company records, or confidential information of any nature.

- 11. Abuse, misuse or deliberate destruction of Company property, tools, equipment or the property of employees in any manner.
- 12. Possession of weapons on Company premises at any time.
- 13. Refusal to obey orders of supervision.
- 14. Refusal or failure to do job assignment.
- 15. Restricting output.
- 16. Making scrap or careless workmanship.
- 17. The making or publishing of false, vicious or malicious statements concerning any employee, Supervisor, the Company, or its products.
- 18. Wasting time or loitering on any Company property during working hours.
- 19. Smoking or other tobacco use in prohibited areas.
- Threatening, intimidating, coercing or interfering with employees or supervision at any time.
- 21. Theft or misappropriation of property of employees or the Company.
- 22. Possession of or consumption of, liquor or any alcoholic beverages on Company property at any time. Reporting for work under the influence of alcohol, when suffering from alcoholic hangover, or in any unsafe condition.
- 23. Use, possession, distribution, sale or offering for sale, of narcotics or dangerous drugs including marijuana or any hallucinogenic agents, on Company property at any time. Reporting for work under the influence of narcotics or any dangerous drugs.
- 24. Sabotage
- 25. Disregard of safety rules or common safety practice.
- 26. Immoral conduct.
- 27. Littering, or contributing to poor housekeeping, unsanitary, or unsafe conditions, on Plant premises.

- 28. Abusive language to any employee or supervision.
- 29. Fraud
- 30. Failures to call in absent in a timely manner.

DISCIPLINE ADMINISTRATION

The above Shop Rules will be categorized under the following areas:

Minor

Violations where the extent of penalty is defined from reprimand to discharge and is issued sequentially based upon previous entries in employee's record.

Serious

Violations where the seriousness is such that the minimum extent of penalty starts at a balance of shift and progresses sequentially based upon previous entries in employee's record.

Major

Violations of such a nature that the minimum penalty is at least a balance of shift plus one (1) week, and based on the severity of the infraction penalties can range up to and including discharge.

Discharge

Violations of such a nature that the extent of penalty is discharge regardless of employee's previous discipline record.

DETROIT AXLES Discipline Administration

Category	Minor	Serious	Major	Discharge
Shop Rule #	5, 6, 7, 18, 19, 25, 27, 30	8, 13, 16, 28	9, 10, 14, 17, 20, 26	1, 2, 3, 4, 11, 12, 15, 21, 22, 23, 24, 29
Minimum Penalty	Reprimand	Balance of Shift	Balance & 1 week	Discharge
Progression Schedule	Reprimand	N/A	N/A	N/A
	Balance of Shift	Balance of Shift	N/A	N/A
	Balance of Shift plus	N/A	N/A	N/A
	Balance of Shift plus 3 days	Balance of Shift plus 3 days	N/A	N/A
	Balance & 1 week	Balance & 1 week	Balance & 1 week	N/A
	Balance & 2 weeks	Balance & 2 weeks	Balance & 2 weeks	N/A
	Discharge	Discharge	Discharge	Discharge
MINIMUM PROBATION	90 DAYS SUGGESTED GUIDELINE FOR REPEAT VIOLATORS	6 MONTHS SUGGESTED GUIDELINE FOR REPEAT VIOLATORS	1 YEAR MANDATORY	N/A

- * Violations of a lesser infraction repeats last entry on record, subsequent violations are then progressive.
- ** An employee reporting to work tardy will receive a verbal warning from Management once every 12 months from the employee's last occurrence of tardiness prior to being subject to the Detroit Axles Discipline Administration System.
- *** Shop Rule #6 only applies to absences not covered under the no fault attendance program (Saturday, Sunday and holidays).

Detroit Axles No-Fault Attendance Policy

The No-Fault Attendance Policy is as follows:

- An absence from work for any reason, including PAA, other than contractual time off (bereavement, vacation, FMLA, leaves of absence, "C" codes, etc.) is one (1) attendance occurrence or point as defined below.
- For absences 1 through 7: absences with or without PAA eligibility will be considered occurrences.
- 3. Attendance occurrences/points will accumulate on a fixed calendar year starting January 1st through December 31st.
- 4. The new policy for absences will be as follows:
 - 1. 1st occurrence automatic PAA #1
 - 2. 2nd occurrence automatic PAA #2
 - 3. 3rd occurrence automatic PAA #3
 - 4. 4th occurrence automatic PAA #4
 - 5. 5th occurrence automatic PAA #5
 - 6. 6th occurrence automatic PAA #6
 - 7. 7th occurrence automatic PAA #7
 - 8. 1st point Labor Relations counseling

- 2nd point BOS +2 weeks (labor relations, employee, committeeperson)
- 10. 3rd point Discharge
- 5. Employees will receive \$100 extra per unused PAA/Occurrences 1-7 during any calendar year in accordance with Article (7.1) (C).
- 6. An absence including consecutive days off for a related instance that the employee validates through a valid physicians statement, stating that the employee was unable to work, will be considered attendance points/occurrences in accordance with the following schedule:
 - a. Up to three (3) consecutive days result in one (1) occurrence/ PAA day and/or Point.
 - b. Four (4) consecutive days result in two (2) occurrences/PAA days and/or Points.
 - c. Five (5) consecutive days results in three (3) occurrences/PAA days and/or Points.
 - d. Physician statements will only cover absences two (2) days prior to the appointment. Physician statements will not be accepted to cover consecutive absences as outline above more than seventy two (72) hours after employee first reports to work following this absence.
- 7. Any 2nd point and subsequent disciplinary layoff issued in December will result in the loss of all holiday pay plus the B.O.S. and two (2) weeks. The disciplinary layoff period will extend into the next year if the 2nd point occurs less than two (2) weeks prior to the year end holiday period.
- 8. Employees tardy unexcused by four (4) or more hours from the start of their normally

- scheduled shift will be considered absent and not be permitted to work.
- For 2nd points only, management will place employees on notice within twenty (24) hours, excluding weekends and holidays after employee first reports to work following this absence.
- 10. During extreme weather conditions that affect unusually large groups of employees' attendance points/occurrence may not be issued on the day in question. In these instances union and management will meet to discuss.

DETROIT AXLES- UAW Local 163 Medical Plan		
Attachment A - Benefits at a Glance		
Deductible, Copays and Dollar Maximums		
Deductible None	\$6,350/\$12,700 Out of Pocket Max	
Fixed Copay:	\$0 for allergy injections	
	\$25 for office visits	
	\$25 for urgent care visits	
	\$100 for emergency room Visits	
	\$0 for ambulance	
	\$0 for referral physician visits	
Percent Copay	None	
Copay Dollar Maximums		
Fixed Dollar Copay	None	
Percent Copay - Inpatient Mental Health	None	
Percent Copay	None	
Dollar Maximums	None	
Preventive Services		
Health Maintenance Exam	\$0 Copay	
Annual Gynecological Exam	\$0 Copay	
Pap Smear Screening	\$0 Copay	

Well-Baby and Child Care	\$0 Copay
Immunizations - pediatric and adult	\$0 Copay
Prostate Specific Antigen (PSA) Screening	\$0 Copay
Mammography	
Mammography Screening	100%
Physician Office Services	
Office Visits	\$25 Copay
Consulting Specialist Care - when referred	\$25 Copay
Emergency Medical Care	
Hospital Emergency Room (copay waived if admitted, if applicable)	\$100 Copay
Urgent Care Center	\$25 Copay
Ambulance Services - med- ically necessary	100% for ground and air services
<u>Diagnostic Services</u>	
Laboratory and Pathology Tests	\$0 Copay
Diagnostic Tests and X-rays	100%
High Technology Radiology Imaging	100%
Radiation Therapy	100%
Maternity Services Provided by a Physician	
Pre-Natal Care	\$0 Copay
Post-Natal Care	\$25 Copay
Delivery and Nursery Care	100%
Hospital Care	
General Nursing Care,	100%; unlimited days
Outpatient Surgery - see mem- ber certificate for specific out- patient surgical copays	100%

Alternatives to Hospital Care	
Skilled Nursing Care	100%
	Up to 730 Days per Lifetime
Hospice Care	100%
Home Health Care	100%
Surgical Services	
Surgery - included all relat- ed surgical services and anes- thesia - see member certificate for specific surgical copays.	See Hospital Care for inpatient and outpatient copay
Voluntary Sterilization	100%
Elective Termination (First Trimester Termination of pregnancy)	
Human Organ Transplants (subject to medical criteria)	100%
Mental Health Care and Substance Abuse Treatment	
Inpatient Mental Health Care	100%
Inpatient Substance Abuse	100%
Outpatient Mental Health Care	100%
Outpatient Substance Abuse	100%
Other Services	
Allergy Testing and Therapy	100%
Chiropractic Spinal Manipulation - when referred	\$25 Copay

100%, up to 60 vis- its per episode/plan year
100%
100%
100%
100%
Generic - \$8 copay, Brand- \$40 copay, \$60 Non-Formulary, preventative contraceptives \$0 copay, 34-day supply
Sexual Dysfunction drugs - 50% coinsurance
Two times the applicable copay up to a 90 day supply
None
Covers binaural hearing aids and exam every 36 months

Dental Benefits Overview		
	Delta Preferred USA Network Benefits	
Service Area	No restrictions	
Deductible	None	
Preventive and Diagnostic Services (oral exams, x-rays, prophylaxis treatments, fluoride treatments)	Covered at 100%	
Basic Services (fillings, endodontic treatment, periodontic treatment, oral surgery)	Covered at 100%	
Major Services (crowns, veneers & cast restorations, prosthodontics – bridges and dentures)	Covered at 90% (60% for dentures, bridges)	

Maximum Annual Benefit	\$1,500 per person
Orthodontia	Covered at 50% up to \$1,600 per person per lifetime

Based on reasonable and customary charges or contracted amounts.

Vision Benefits Overview	EyeMed	
	Your In- Network Cost	Your Out- of-Network Reimbursement*
<u>Exam</u>	\$7 co-pay	Up to \$70
Dilation as necessary	\$0	
Refraction	\$0	
Retinal Imaging	Up to \$39	N/A
Exam Options – Contact Lenses		
Standard Fit and Follow-Up	Up to \$55	N/A
Premium Fit and Follow-Up	90% of retail price	N/A
<u>Frames</u>	\$0 copay, plus 80% of balance over \$105	Up to \$53
Standard Plastic Lenses		
Single Vision	\$10 copay	Up to \$110
Bifocal	\$10 copay	Up to \$124
Trifocal	\$10 copay	Up to \$169
Standard Progressive	\$75 copay	Up to \$124

Premium Progressive	\$75 copay plus (80% of charge less \$120 allowance)	Up to \$124
Standard Lens Options		
UV coating	\$15	N/A
Tint (solid and gradient)	\$0	N/A
Standard scratch resistance	\$15	N/A
Standard polycar- bonate - Adults	\$40	N/A
Standard anti-re- flective coating	\$45	N/A
Premium anti-re- flective coating	80% of retail price	N/A
Other add-ons and services	80% of retail price	N/A
Contact Lenses**		
Conventional	\$10 copay, plus 85% of balance over \$135	Up to \$105
Disposable	\$10 copay, plus 100% of balance over \$135	Up to \$105
Medically necessary	\$0 (paid in full by Benefit)	Up to \$460
LASIK or PRK from US Laser Network	85% of retail price or 95% of pro- motional price Whichever is lesser	N/A
Frequency - based on calen- dar year		

Exam	Once every 12 months	Once every 12 months
Lenses or Contact Lenses	Once every 12 months	Once every 12 months
Frames	Once every 24 months	Once every 24 months

^{*} You are responsible to pay the out-of-network provider in full at time of service and then submit an out-of-network request for reimbursement. You will be reimbursed up to the amount shown on the chart.

^{**} For prescription contact lenses for only one eye, the Benefit will pay one-half of the amount payable for contact lenses for both eyes. Benefit allowances provide no remaining balance for future use within the same Benefit Frequency.

Between UNITED AUTOMOBILE WORKERS LOCAL 163 and DETROIT AXLES Effective January 13, 2020

MEMORANDUM OF UNDERSTANDING NATIONAL HEALTH CARE

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

New considerations such as mandated benefits, state exchanges, penalties, the potential for tax credits and coverage options may result in shared saving for the Company and Bargaining Unit employees over the life of this agreement. This new health care delivery model will require the Company and Union to investigate and implement changes in order to meet the requirements of Health Care Reform regulations.

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

MEMORANDUM OF UNDERSTANDING TEMPORARY LAYOFF / SHUTDOWN PERIOD

All layoffs and recalls are considered permanent except the following, provided they do not exceed 120 days, unless otherwise extended by up to 59 days by mutual agreement at which time they will be considered as permanent layoffs or recalls:

- For any reason, but known at the time to be temporary.
- Management will review the production plan requiring a temporary recall before one-hundred-twenty (120) days after the effective recall date to determine if the plan requires the recall to become permanent or if it will be completed with the terms of the one-hundred-twenty (120) day agreement.

- 3. The company will have thirty (30) days after the one-hundred-twenty (120) day period to convert a temporary recall into a permanent recall.
- 4. The terms of the temporary recall will also apply to new hire placement.

Temporary Layoffs (including shutdown days) may be done by classification, by seniority.

In the event a limited number of employees are required to work during a temporary layoff shutdown period because of unusual situations, such as critical operations, maintenance or emergency customer orders, notification will be provided as far in advance as possible to affected employees.

The method of staffing these functions will be:

- Volunteers from the Department Team Leaders or Team Members, by seniority, experience and qualification;
- (2) Volunteers from other shift(s) within the department and classification;
- (3) Failing to adequately staff from volunteers, the low seniority employee(s) from the department, classification and shift can be scheduled to work.

MEMORANDUM OF UNDERSTANDING PRODUCTION EQUIPMENT PAINTING PROCEDURE

The parties have met to clarify the responsibility of paint production equipment, associated tools and racking etc. The following revision and understanding has been reached by the parties.

Management will coordinate in advance with the union when planned painting of production equipment, associated tools and racking etc. is contemplated. This discussion will review the classifications being assigned to paint (Production and/or Maintenance), reasons for assignment of the work, (in lieu of being sent home for lack of work,

5S, etc.), when the work will be performed (straight time, overtime, weekend), any special paint, equipment, qualification (lock out/tag out etc) or PPE required to perform the work as well as the duration of the work intended to be performed.

The parties further agree that painting is not assigned to any specific classification and may be performed by any classification at any time under the guidelines of this understanding.

This procedure will not apply, restrict or impact the duties assigned to the employees in the TOS office.

MEMORANDUM OF UNDERSTANDING SAFETY AWARENESS AND COMPLIANCE

During the 2019 negotiations, both parties agreed that the level of Safety Awareness and Compliance needs to be raised in the following areas:

Safety Glasses Policy

- Clear lens safety glasses with side shields are to be worn properly, and covering eyes by all employees and visitors at all times when in designated manufacturing areas.
- 2. Maintenance employees are required to wear safety glasses when performing tasks.
- 3. Traveling through the plant in designated aisleways does not require the use of safety glasses.
- Glasses are not required while operating/riding on a vehicle.
- 5. Safety glasses must be worn if you are taking your relief in a designated manufacturing area.
- Tinted or mirrored safety glasses are strictly forbidden unless approved for your classification, or has been approved by a doctor and all paper work is submitted to Detroit Diesel's Medical Department for approval and tracking.

 Regular prescription glasses without the ANSI Z87.1 safety rating do not satisfy the safety requirement.

Safety Gates

It is the joint responsibility of employees and supervision to make sure all safety guards are in place before **any** machine is operated. Employee safety must not be compromised by intentionally defeating electrical interlocks and other safety devices.

Machinery Lockout

Machinery or moving equipment shall be shutdown and locked out in compliance with the Detroit Campus Energy Control Program when adjustments, oilings, cleanings, or repairs are being made. When and if a machine defect is noticed, employees should report this immediately to their supervisor.

Moving Vehicles

Employees operating moving vehicles must observe the following:

- 1. Power Truck Operators must "trail" all loads when their forward view is obstructed.
- Although tricycle and scooter operation are currently excluded from licensing, all other vehicle operation is permitted by license only.
- 3. Riding double without safety approved seating is strictly prohibited.
- 4. Baskets used to lift other employees must be properly secured.
- 5. The use of personal electronic audio and video devices or earphones are prohibited on all moving vehicles (e.g. cell phones, bluetooth, iPods, radios, etc.).

- Moving vehicles must be parked in designated department areas when not being used during periods of work (e.g. shift change, break periods etc.) as assigned by the company. Personal use of moving vehicles is prohibited.
- Any employee operating a moving vehicle will be subject to post accident urinalysis drug and breath alcohol testing.
- All vehicles must exercise caution at all intersections. In addition, all vehicles must come to a complete stop at blind intersections and sound their horn before proceeding. This means all inplant vehicles including tricycles, scooters, and flatbeds as well as fork-lift trucks.
- Pedestrians need to share in the responsibility to ensure their safety by maintaining constant vigilance of moving vehicles, never placing themselves in a pinch-point between a vehicle and a stationary object, nor assuming that drivers can see them or react to avoid an accident.
- 10. Personnel shall not ride on powered industrial trucks unless the powered industrial truck is manufactured and safety engineered for that purpose. This includes flatbeds and scooters that are not designed for carrying passengers.

Foot Protection

Safety shoes are recommended for all operations.

- Closed toed shoes that do not expose skin are required at all times when in the plant. Sandals, ballet flats, high heels, or other shoes that expose skin do not meet the safety requirement.
- 2. <u>Job-specific safety shoe requirements may exist</u> as identified by joint committee on Health & Safety.

A \$220.00 shoe allowance will be credited against safety shoes purchased from UAW/DDC designated suppliers (shoemobile) on a one (1) time every two (2) year basis. The company will provide the \$220 credits for each employee on the following multi-year calendar schedule:

 Credit One
 Credit Two
 Credit Three

 2019 and 2020
 2021 and 2022
 2023 and 2024

- Discipline assessed for safety violations identified in this memorandum will follow the progression and probation for Shop Rule #25 as stated in the Shop Rule and Discipline table except machinery lockout violations. Violations of machinery lockout procedures will start at a balance of shift plus three (3) days. All other progressive disciplinary rules will apply.
- Any grievances written as a result of discipline assessed under this memorandum will be presented directly to Labor Relations and will be evaluated for merit only.

Electronic Devices

- The use of personal electronic devices (*including company-issued cell phones & tablets) is prohibited while walking in the plant, including engineering labs and outside areas where there is/could be vehicle or truck traffic.
- 2. The use of a personal electronic device* is prohibited when performing tasks in designated manufacturing areas, except for the purpose of audio listening.
- 3. For clarity: watching videos and gaming is not permitted in designated manufacturing areas while performing tasks.
- 4. <u>Use of personal electronic devices* for job-pur-poses is permissible in designated manufacturing areas.</u>

- 5. The use of any personal electronic devices while operating a moving vehicle is prohibited.
- 6. It is important employees are aware of their surroundings while traveling in the plant.
- 7. In manufacturing areas the use of headphones or earbuds in or covering both ears is prohibited. It is permitted to use one earbud in manufacturing areas, with the following exceptions:
 - While operating any type of moving vehicle (e.g. forklift, tricycle, scooter)
 - Whenever hearing protection is required
 - Maintenance while performing tasks
- 8. Other exceptions may be identified by the joint committee on safety and health.
- 9. <u>It is important that employees are able to hear</u> emergency alerts at all times.

Dock Safety

- Where dock locks are in place and are working properly, PIV drivers must use the dock locks, but will not be required to verify that chocks are in place.
- Where dock locks are in place but not working properly, and the PIV driver cannot verify the wheels are properly chocked (due to "gaskets" covering the outside of the door frame) that dock shall be locked out by maintenance until fixed.
- 3. Where dock locks are not in place or not working properly, the dock can be used but the PIV driver must verify that the wheels are properly chocked before loading or unloading the trailer.
- 4. Any outside driver (including switchers) are required to chock two wheels regardless if dock locks are present/available.

- 5. Emergency exit doors and aisle ways must be kept free from obstructions at all times.
- Employees must observe the DDC Stacking policy at all times. See DDC Stacking Policy for further information.

MEMORANDUM OF UNDERSTANDING HEALTH, SAFETY AND ERGONOMICS

The Company recognizes its obligation to provide a safe and healthful working environment for employees. The Union will cooperate in the Company's maintaining and improving a safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives.

(1) The Company agrees to:

- a. Provide the necessary or required personal protective equipment, devices and clothing at no cost to employees.
- b. Disclose, to the Detroit Axles Joint Committee, the identity of chemicals or materials to which employees are exposed, including any information regarding remedies and antidotes for such chemicals. Information contained in each such disclosure shall remain the property of Detroit Axles and will not be released without the expressed written permission of the Company.
- Provide competent staff and medical facilities adequate to implement its obligation as outlined in (e) below.
- d. Provide to the Union prompt notification of fatalities and serious accidents. An immediate investigation may be made by a member of the Union's staff assigned regularly to <u>Health</u>, <u>Safety and Ergonomics matters</u>.

- e. Provide access upon reasonable notice to International Union Health, Safety and Ergonomics Representatives, and upon request, reports on such surveys will be provided to the Company.
- f. Allow the Detroit Axles Health, Safety and Ergonomics representative to review new equipment (including used equipment from other facilities) and rearrangements prior to being placed into operation, when feasible.
- g. Provide the Detroit Axles Health, Safety and Ergonomics representative with proper training and equipment needed to perform job as defined by the Detroit Safety Manager within a reasonable timeframe of the request.
- (2) The Detroit Axles Joint Committee on Health, Safety and Ergonomics will consist of (1) representative appointed by the Company and one (1) representative appointed by the Union. The Union member shall serve an indefinite term. The Union member will receive adequate and necessary training, without cost to enable the effective performance of assigned functions.

The company agrees to (1) full time UAW Health/
Safety and Ergonomics Representative working
up to 8 hours per day, 5 days per week, Monday
through Friday (excluding holidays) while 251 or
more active employees are working in the bargaining
unit. For any week/day exceeding the designated
amount of eligible work hours, the representative will
not be paid for such hours unless approved in advance by labor relations. The representative will be
eligible to work normal overtime in their department
of record if eligible to work under the equalization of
overtime agreement.

A joint committee on <u>Health, Safety and Ergonomics</u>, hereinafter referred to as Joint Committee, will be established in each bargaining unit as follows:

Total Employees	Straight Time hours	Representatives
<u>0-100</u>	No representative	No representative
<u>101- 150</u>	8 hours per week	1 Part-time
<u>151- 250</u>	16 hours per week	1 Part-time
251-10,000	40 hours per week	1 Full-time

If the Joint Union <u>Health, Safety and Ergonomics</u>
Representative requires additional time, a written request must be made to the Company for approval.

(3) In the event that a Joint Union <u>Health, Safety and Ergonomics</u> Representative is absent for one day or more, where possible, the Union shall provide to the Company the names of the employees so designated.

The Joint Committee Shall:

- (a) Meet a least once a month to review <u>Health</u>, <u>Safety and Ergonomics</u> conditions and make recommendations as they deem necessary.
- (b) Make a <u>Health, Safety and Ergonomics</u> inspection once per each two weeks. Prior to such inspections, a review may be made of OSHA Form 200 accident experience. Investigate promptly all major accidents as defined by Detroit Campus Health, <u>Safety and Ergonomics</u> policies. Receive prompt notification of any employee families or serious accidents resulting from work-related injuries. When such events occur during the 2nd or 3rd shift, the Management member of the Joint Committee will endeavor to notify the Union member.

*The current Health, Safety and Ergonimic
Representative will be allowed to work up to an

extra 10 hours per week, Monday through Friday (excluding holidays) to serve as the appointed Maintenance Representative to assist in the facilitation of maintenance related meetings and committeepersons resolving maintenance related grievances.

MEMORANDUM OF UNDERSTANDING PLANT SUPERVISION

The parties have met to discuss Plant Supervision and to clarify a general understanding of their roles and responsibilities.

1. Supervisory Instructions

Management recognizes that it is desirable for employees to take orders from one (1) Supervisor except in abnormal situations or special cases such as Shop Rule or Safety violations. In the event of conflicting instructions by another Supervisor regarding job assignments, these cases should be brought to the attention of the Supervisor giving such conflicting orders, by the employee. It shall be the responsibility of the Supervisor to resolve the conflict with the employee's immediate Supervisor. It is also understood between the parties this does not preclude plant leadership from providing plant floor directives.

2. Supervisors Working

Supervisory employees shall not be permitted to perform work on any hourly-rated job except in the following types of situations:

- in emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations;
- in the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned;
- 3. to address immediate safety hazards.

Supervisors who are proven to continually violate this agreement will be subject to a meeting with the Department Manager and Shop Chairperson to clarify situations when performing hourly-rated work is permissible.

If the Supervisor continues to violate this agreement, the Supervisor will meet with the Director and Labor Relations Representative to resolve the matter.

MEMORANDUM OF UNDERSTANDING DISQUALIFICATION PROCESS

PURPOSE: To ensure the integrity of Detroit Axles and parts being produced throughout the Redford Operations remains at the highest level of quality possible.

To accomplish the above-stated purpose, the following action plan is being implemented immediately:

- 1. Transfer Agreement: All posted requisitions will state the special requirements of the job.
- 2. All incoming employees will be provided job methods training and/or on-the-job training within the new department per the training matrix.
- Focused Training: As individual training needs are identified, from either employee or supervisor input or team leader observation, specific training addressing the underlying problem will be given. This could include classroom training in the Training Center or in the department delivered by knowledgeable and capable employees in the area of concern.

The intent is to identify additional training that is needed beyond Step #2, above, and deliver such training to the employee to ensure the integrity of each engine produced.

4. Disqualification: If focused training efforts as described in Step #3 are non-responsive and the quality level of production is continually

jeopardized by an employee's failure to respond to focused training, then this will serve as grounds for disqualification. Team Leaders will be subject to the terms of the Team Leader Evaluation process. Department specific qualification/disqualification will also be utilized (e.g. Gearset).

The committee assigned to initially monitor this process will consist of the Shop Chairperson and the Manager of Labor Relations or their delegate.

Any employee disqualified under this procedure may request that their situation be reviewed by the Committee. Such employee cannot utilize the grievance procedure regarding this process until the Committee has made a full review of the situation. Decisions made by the Committee will be unanimous and binding upon both parties. Failure to reach a joint decision will then permit the employee in question to utilize the grievance procedure.

MEMORANDUM OF UNDERSTANDING TUITION ASSISTANCE PLAN

During negotiations, Detroit Axles and the UAW discussed the necessity of providing active and laid-off workers opportunities for education and training. These efforts will enable them to either re-enter the work force or enhance their development. Accordingly, the parties agree to continue the Tuition Assistance Plan for all qualifying workers who wish to pursue further education and training. The plan is designed to help workers:

- Who are laid off to improve their chances for re-employment
- Or who are actively trying to enhance their opportunities for advancement. Active employee is defined as someone who is working full time and not on disability leave, sick leave, or discharge status.

Under this Plan, qualified workers are able to receive assistance in the form of up-front payment to licensed or accredited schools such as colleges, universities, proprietary schools or vocational institutions. The Plan permits workers to select virtually any type of vocational training or education, for their situation and goals, subject to approval by the Detroit Diesel Corporation Tuition Assistance Administrators.

TUITION ASSISTANCE PLAN FOR LAID OFF WORKERS

Eligibility

The participant must be a UAW represented Detroit Axle worker on indefinite layoff, who has recall or rehire rights under the terms of the current Detroit Axle-UAW Agreement, and who had at least one (1) year seniority as of the last day worked prior to layoff.

Eligibility will depend upon proof (original grade report or original certificate) of satisfactory completion of courses in which the employee was enrolled. If an employee fails to provide proof of satisfactory completion within thirty (30) days of the course ending date, the employee will have the amount of tuition assistance paid withheld from their next paycheck, or other payments from Detroit Axle, in increments to be determined by the Detroit Diesel Corporation Tuition Assistance Administrators and future eligibility in the Plan will be forfeited.

Courses

Suitable courses are those required for adult basic education, high school completion or high school equivalency certification, university, college, business, trade or vocational school courses or adult education classes.

Schools

Acceptable schools are those approved by the Detroit Diesel Corporation Tuition Assistance Administrators including, but not limited to those generally recognized by accrediting agencies, or under governmental education agencies.

TYPE OF ASSISTANCE

The plan will provide for tuition and compulsory fees to be paid directly to the schools providing the course in which the applicants are enrolled. There shall be no duplication of tuition fees already covered by other state or federal education assistance plans or programs. Maximum eligibility under this Plan is \$6,500 of tuition assistance while on indefinite layoff. Eligibility is established by a minimum of 1 year of seniority as of last day worked prior to layoff.

The above specified amounts shall constitute an account upon which the employee may draw so long as they retain recall or rehire rights while on indefinite layoff. Certain changes in employment status will affect eligibility. If recall or rehire rights are lost under the terms of the Detroit Axle-UAW Agreement, or full-time employment is accepted, eligibility will cease.

TUITION ASSISTANCE PLAN FOR ACTIVE WORKERS Eligibility

The participant must be a UAW represented Detroit Axle worker on the active employment rolls or on temporary layoff with seniority under the terms of the current Detroit Axle-UAW Agreement. An active employee is defined as someone who is working full time and not on disability leave, sick leave, or discharge status.

Eligibility will depend upon proof (original grade report or original certificate) of satisfactory completion of courses in which the employee has enrolled. If an employee fails to provide proof of satisfactory completion within thirty (30) days of the course ending date, the employee will have the amount of tuition assistance paid withheld from their pay, or other payments from Detroit Axle, in increments to be determined by the Detroit Diesel Corporation Tuition Assistance Administrators and future eligibility in the Plan will be forfeited. If the employee fails a course,

they must reimburse the Company the amount of tuition assistance paid or have the monies withheld from their pay, or other payments from Detroit Axle, in increments to be determined by the Detroit Diesel Tuition Assistance Administrators. If a person is discharged for cause, or voluntarily terminates their employment, during a period when they are enrolled in courses, the amount of tuition assistance paid will be withheld from their last pay or other payments from Detroit Axle.

The Plan will provide for tuition or compulsory fees to be paid directly to the schools providing the course in which the applicants are enrolled. There shall be no duplication of tuition or fees already covered by state or federal education assistance plans or programs. The following courses shall entitle individuals to those benefit levels specified below:

- \$5,250 per calendar year for courses at regionally accredited colleges or universities working toward a job related degree or other job related courses.
- \$2,000 per calendar year for personal development courses related to the employee's current job assignment through acceptable schools including those accredited by recognized accreditation agencies, those approved by Government Education or Training Programs, or certain specified others as approved by the Detroit Diesel Corporation Tuition Assistance Administrators.

In no event shall the total assistance to an employee exceed \$5,250 in a calendar year. All courses are subject to approval by Detroit Diesel Corporation Tuition Assistance Administrators.

MEMORANDUM OF UNDERSTANDING SOURCING

During these negotiations, the parties held discussions on the effect of sourcing and the job security of employees. It was mutually agreed that in order to continue as a viable and growing business entity, a very high level of cooperation and understanding must exist between the Corporation and the Union. The parties therefore commit to improving the operation and job security for the workforce while focusing on our primary objective of building the highest quality, competitively-priced aggregates. To assist in accomplishing these goals the parties have agreed to meet when sourcing issues exist. Sourcing actions at our location have historically included the basic criteria of quality, timing, cost, equipment and legally mandated requirements.

Sourcing can take the form of bringing work into the bargaining unit which requires additional headcount as jobs are added to the workforce or it can also mean sending work out of the facility resulting in less jobs being in the bargaining unit. In the event sourcing work affects represented employees where jobs are added or eliminated, such employees will be placed according to the Seniority Agreement.

In the case of potential loss of work which affects bargaining unit headcount the team, where practical, will be given pertinent information as early as possible, prior to the decision to send work out. Information provided will include description of the work, the reason for sending it out, impact on the workforce, and financial calculations. UAW perspectives for keeping the work in house will be considered. If such changes make it feasible for the Corporation to continue with performing the work in house without being economically or strategically disadvantaged, the Union will be apprised of the decision not to send the work out and given appropriate time to implement the proposals. It is understood by the parties that this process cannot adversely affect the responsiveness of the operation. If difficulties of this nature arise. discussions will be held to address these concerns.

Accordingly, the parties agree that work of this nature, specifically identified by the Union, can be brought to the

team for discussion. Pertinent information to be reviewed by the team will include work description, workforce impact and financial data. If it is established through these discussions that the work can be performed competitively in house (including work rule, operational or local practice changes) the parties can mutually agree to bring such work into the bargaining unit and formulate the necessary timetables and other pertinent details necessary to accomplish this. It is also understood that these decisions will be periodically reviewed to assure that projected cost savings targets are in fact being met.

The parties also discussed the need for DDC to maintain the flexibility to react to emergency situations, such as machine breakdown, interruption of product flow because of vendor problems, power failure, etc.

MEMORANDUM OF UNDERSTANDING VOLUNTARY POLITICAL CONTRIBUTIONS

It is agreed between <u>Detroit Axles</u> and the International Union, UAW, that the following understandings have been reached in connection with the Union's request to make deductions for voluntary political contributions from the paychecks of Company employees represented by the Union.

- (A) The designated Financial Officer of the Union will furnish to Management for each employee for whom a deduction is to be made an Authorization Card signed by the employee containing the following information:
 - (1) Name and address
 - (2) Plant
 - (3) Department Number
 - (4) Social Security Number
 - (5) Local Union Number
 - (6) Amount to be deducted each period

- (7) Employee status, i.e. hourly or salaried
 Cards that cannot be processed will be returned
 to the designated Financial Officer of the Union
 for correction
- (B) The Company will make such authorized deductions from checks for the third pay period ending in each deduction period in the case of hourly employees and the second pay period in each deduction period in the case of salaried employees commencing October, 1983, and continuing while such authorization is in effect for so long as the Company has an obligation to provide such procedure under the Federal Election Campaign Act. Deductions will be made from any checks prepared for the employee through regular payroll processing but will not be made from checks prepared through special payroll processing.
- (C) A deduction not made in one period will not be carried forward to a subsequent month.
- (D) Each deduction period Management will issue a single check for salaried employees and a single check for hourly employees, or by electronic transfer where possible, payable to UAW V-CAP care of the International Union for deductions made in the preceding period. Overpayment to the Union resulting from canceled employee authorizations will be recovered in a subsequent period.
- (E) A computer-generated, machine readable where possible, listing also will be forwarded which will indicate the name, address, payroll location code, local union number, department number, full social security number, and the amount deducted for each employee that pay period. Year-to-date deduction totals for each employee will also be included in the report.

- (F) The Union will pay the Company the actual costs of initial setup and programming, of general administration, computer and machine time, and of processing new authorization changes or cancellations. Provided however, the Union and Company must agree on these costs prior to the implementation of this program.
- (G) The Company will bill the International Union for the amounts owed pursuant to Article F above, which bill shall be paid in the month following the month in which billed.
- (H) The amounts set forth in Article F above may be increased or decreased by the Company from time to time as experience dictates, upon notice to the International Union.
- (I) Employees who wish to cancel their authorizations for payroll deductions will sign a card supplied by the Union for that purpose. Refunds will be the responsibility of the Union.
- (J) The designated Financial Officer of the Local Union will collect and forward as one transmittal all signed Authorization Cards and Cancellation Cards for the initial processing and for each period to Management.
- (K) An Authorization Card that is not revoked by the employee shall continue in effect upon reinstatement to active status in the same employing unit provided the employee's record is still being maintained by the employing unit's Payroll Department.
- (L) The Union will indemnify and hold harmless the Company from any and all liability or claims arising from administrative error resulting from the deductions provided for in this Agreement.

The parties agree that the Union will pay the Company each six (6) months, on July 31 and January 31, for the

term of the <u>2020</u> <u>Detroit Axles/UAW National</u> Agreement the following:

(A) A fee of \$0.075 per participant each six (6) months calculated on the number of participants as of June for the July billing and December for the January billing.

MEMORANDUM OF UNDERSTANDING REGARDING THE INTRODUCTION OF THE "MAINTENANCE IN TRAINING" PROGRAM

The parties have met to discuss the introduction of the "Maintenance In Training" (M.I.T.) Program. The following is agreed between the parties and will govern the M.I.T. Program.

Maintenance-in Training Vacancies

Notwithstanding other provisions of this Agreement, Management may select non-journeyperson seniority employees who have previously successfully completed the M.I.T. Selection process for transfer to the Maintenance classification. Employees transferred to the M.I.T. classification shall be selected on the basis of their rank in order result from the selection process. The recruitment. selection, employment, and training of M.I.T. shall be without discrimination because of race, color, religion, national origin, sex, or sexual orientation. All employees in the M.I.T. employees will be required to complete the Machine Repair Apprentice Program classroom and on the job training requirements and upon successful completion of the program will be considered a Machine Repair Journeyperson after 8 years' experience. Employees accepting the M.I.T. opportunity will be required to follow the guideline and requirements established by the DDC Apprentice Program and U.S. Department of Labor.

Classification "Maintenance-in-Training" and "Maintenance-in-Training Seniority"

An employee or a non-journeyperson new hire who completes or has completed at least four years of work as

a M.I.T. shall be identified as a "Maintenance-in-Training Seniority" "M.I.T.S." and shall be considered a journeyperson within the plant.

Seniority of "Maintenances-in-Training" and "Maintenances-in-Training-Seniority"

M.I.T. shall retain and accumulate seniority in the seniority group in which it is established at the time of their transfer to the M.I.T. status. In instances when employees are being transferred into M.I.T., the employee with the longest plant seniority will be given a "date of entry" that supersedes the employee with less plant seniority.

For the purpose of layoff and rehire in the M.I.T. classification, M.I.T. shall establish a date of entry into the Maintenance Group. They shall retain such date of entry in such classification until their status is changed to M.I.T.S. or they are reclassified as journeyperson in that classification.

M.I.T. shall be laid off from the classification in which they are working in the reverse order of their date of entry status in such classification, provided, however, that if they have sufficient seniority or date of entry status, they shall thereafter be transferred to a seniority group, other than in Maintenance, in which their seniority is established.

Wage Rates of "Maintenances-in-Training"

The starting wage for employees assigned to the M.I.T. classification will be \$4.00 less than the Journeyperson Maintenance Member rate and will receive a progression rate of a \$1.00 per hour base wage increase on their respective anniversary date for 4 years provided they are qualified in all functions established for their assignment including required classroom/on the job training and credited course work. Employees in the M.I.T. program will not have departmental or shift preference rights. The program and training requirements will determine all job assignments. Shift Preference Agreements must have sufficient flexibility to permit such employees to complete

the related training courses in which they are currently enrolled.

Upon satisfactory completion of the related training requirements and becoming classified as M.I.T.S., the employee shall receive the maximum rate of their classification.

Reclassification to Journeyperson Status

Employees who or were classified as M.I.T. or M.I.T.S. shall be classified as journeyperson when they have worked eight (8) years in Maintenance.

In determining whether employees have worked in a Machine Repair classification the time required in order to qualify for journeyperson status in that classification, may receive credit for the work they performed while classified in another skilled trades classification which is related to the Machine Repair.

After the completion of time specified for reclassification to M.I.T.S. status, employees may be credited with the hours worked in the related classification but not in excess of two times the number of hours outlined in a DDC-UAW Apprenticeship Program for such classification of work.

In computing credit for work performed, employees shall be credited with one week for each 40 hours of work performed.

Related Training - "Maintenances-in-Training"

Related training schedules totaling approximately 400 hours will be provided for each classification in which there are currently employees classified as M.I.T. or M.I.T.S. Exceptions up to a maximum of 600 hours for M.I.T. programs may be jointly recommended by the Chairperson of the Shop Committee and Management subject to approval by the DDC-UAW Skilled Trades and Apprentice Committee.

Employees shall be required to attend the related training courses established for Machine Repair during the period of time they work as a M.I.T. Such employees shall not be required to attend related training courses, which they have completed previously. Removal of employees from M.I.T. status shall be based on the employees' failure or inability to perform the work of the classification in the plant and failure to attend related training classes or achieve passing grades, will be cause for removal from the classification after having been counseled. Employees who hereafter achieve M.I.T.S. status prior to the completion of the required related training courses and thereafter fail to attend available courses or decline to complete such courses shall have their rate adjusted to a rate not greater than the 3rd step in the M.I.T. progression. Upon satisfactory completion of the related training requirements and proof that they are otherwise qualified, the rate of such employees shall be adjusted in accordance with Article 6.18(D) of the DDC 2016 Master Agreement.

Time spent by M.I.T. and M.I.T.S. in connection with related training shall not be considered time worked under this Agreement; nevertheless, time spent by M.I.T. or M.I.T.S. in taking required related training, but not to exceed the hours specified in Article (6.22(A)) of the DDC 2016 Master Agreement, shall be paid for at the employees' (M.I.T. or M.I.T.S.) straight-time hourly rate.

The company agrees to pay, on behalf of M.I.T. and M.I.T.S. covered by this Agreement, registration fees and/or tuition required in connection with related training under the M.I.T. program, but not to exceed the hours specified in Article (6.22(A)) of the DDC 2016 Master Agreement.

This agreement is to be governed by standards similar to the DDC Apprenticeship Program and may require modification to ensure that the process, application, quality and value of the program are maintained. The company will review the guidelines of this MOU and review changes when problems or challenges arise.

GENERAL SETTLEMENTS

Noise Abatement:

Management is continually attempting to reduce existing noise levels through engineering advances, improved equipment and new technology. By these means, it is Management's intent to reduce noise levels throughout the plant with a systematic program of noise reduction. A continuous noise abatement program is in effect plant wide at this location. This program consists of the following:

NOISE CONTROL PROGRAM

Monitoring this plant for noise overexposure will continue as it has in the past.

- Local Safety and Health Committee
- Plant Surveys
- Spontaneous Requests

Corrective action will be taken as required.

- Measure exposure (validate)
- Determine type of correction
- Provide engineering
- Install abatement structure
- Measure effectiveness

Where possible, engineering corrections will be used. To ensure proper protection of employee hearing is maintained, regular audiograms will be made.

Employee Surveillance:

Management does not and will not condone harassment of employees, such as standing or sitting behind employees for no reason other than to create tension for the employee. Management will review the current sweep of video cameras. Where possible adjustments will be made

to ensure that inside areas viewed by cameras is kept to a minimum. Also, steps will be taken to ensure that only authorized Plant Security personnel will have access to the camera monitors.

Putting Away Tools:

Management will schedule its operations so that putting away tools will not be required on the employee's own time

Opening Tool Boxes/Lockers:

When it becomes necessary to open an employee's tool box/locker a Union Representative will be given the opportunity to witness the opening of the tool box/locker.

Employee Personal Packages - Inspection:

In the event Management determines the need to examine the contents of an employee's personal package in the plant, for instance a lunch box, it will be based on a legitimate cause. In so doing, every effort will be made to secure the cooperation of the employee involved in a courteous manner and the item will not be examined without the knowledge of the employee, except in justifiable situations, for instance bomb threats or the involvement of outside authorities, etc.

Management reserves the right to restrict the type and size packages entering or leaving the plant.

If requested by the employee, the committeeperson will be given the opportunity to be present. The above will in no way interfere with accepted security practices, such as the display of lunch boxes or personal packages at plant gates.

Payment Due to Accident:

If employees are injured during the course of their employment and as a result, on the day of the injury, are sent home by the Medical department before the end of their regular shift, they will be paid to the end of their shift, including all scheduled overtime hours the employees would be entitled for that date.

License Reimbursement:

An employee whose job assignment requires a legally mandated plumbing or electrical license will be reimbursed for the cost of such license. The required license will be procured on the employee's own time and evidence of completion and payment must be presented to the employee's supervisor for reimbursement.

Protective Clothing:

Personal protective clothing (coveralls and uniforms) is available upon request through the Hourly Personnel department. Those employees that perform operations, which have been identified by the parties requiring such clothing, may be eligible to receive full or partial credit dependent on the program selected. A list of classifications, operations, or departments eligible is maintained in the Hourly Personnel department.

Temporary personal protective coveralls, along with other personal protective clothing or equipment, are available through the crib organization.

Time Study / MTM:

When a time study, spot check or work sample is to be made for time study purposes, the employee and committeeperson will be advised beforehand. Methods Time Measurement (MTM) will be the primary tool applied to determine standard time. Time studies will be used upon special request when mutually agreed upon by management and committeeperson.

Video Training Agreement:

Company has the ability to video jobs for training purposes. The company will inform the representative committeeperson and work with the committeeperson or team leader of the job to be videoed to ensure employee consent, proper training and qualification.

New Maintenance Team Member Qualifications:

The company will review the qualifications of any Maintenance Team Member candidate without a Journeyperson card with the UAW prior to presenting an employment offer for any bargaining unit maintenance position. The company will invite the UAW representatives to participate in all maintenance interviews and evaluations.

Maintenance/Teach Pendants:

All the manual movements on the robots teach pendants is the responsibility of the Maintenance Classification. (intent to keep out of team members hands, appropriate engineers are still permitted)

Maintenance Training:

The parties have met to discuss training needs for UAW 163 Axle Maintenance Classification employees. The following training needs and procedures were agreed to by both parties:

Due to the increasing level of technology and complexity within the responsibility of the Axle Maintenance Team Members, various types of training opportunities will be offered including, but not limited to electrical training classes or courses. Examples include Siemens, Kuka, Fanuc, production welding, hydraulics, safety arc flash, Maximo, Broderson and ECM training.

Due to the demands of the business, training will be scheduled based on availability and offered to all Maintenance Team Members by seniority.

To enable cooperation and provide training that best fits the company's needs, bi-annual meetings will take place between management and the UAW committee to discuss training, areas of concern, scheduling, and future implementation of training. At the request of the Shop Committee and Health, Safety and Ergonomics Representative the discussion will include additional electrical training needs for the maintenance team members to improve their skill set in performance of electrical machine maintenance.

CI Projects:

The maintenance of CI projects once they are put into Production are responsibility of the Maintenance Classification. After the CI project has been determined production ready by the associated Production and Maintenance departments.

State Licensing:

The company will pay the employee for time spent taking the State Licensing Test, if required for company purposes.

Suspended Loads:

The company will adhere to the OSHA standards for working under suspended loads.

Electrical Panel - Access:

Only Authorized TRAINED Personnel are permitted to make electrical repairs in accordance with the OSHA/NFPA 70E guidelines.

Workers Compensation:

In non-contested workers' compensation cases or where a determination has not be made, the employee has the right to union representation in all aspects of the process.

Temporary Medical Restrictions:

The company will give consideration to find available work for employees with short-term / temporary medical restrictions. If the company is unable to identify an opening to accommodate the temporary restrictions, the Union will be notified and given the opportunity to discuss the case at the weekly manpower meeting. The company reserves the right to limit the duration of any temporary work assignment.

Sickness and Accident Benefit Plan:

During the course of negotiations, the parties discussed at length the union's concern regarding sickness and accident benefits, their current plan administration, and Met Life service quality. The company commits to meeting with the union quarterly to review/discuss and resolve these issues.

Additionally, due to these concerns, the Company is committed to exploring the potential option of changing to another plan in the future. The Company indicated that numerous issues would need to be considered including costs, financial liabilities, resources, and other ongoing commitments. Specifically, the Company will investigate the potential option of moving to a self-insured (Sedgwick administered) plan that would be similar to the existing Disability Plan or the same as the DDC Engine plan. In no case will a move occur prior to January 1, 2022.

The Future:

In addition to the current production assigned to the Detroit Axles Bargaining Unit (Assembly of Front Axles, Rear Axles, Transmissions and Gear Set Production) as part of the Daimler Production Network, the company intends on assigning eAxle production work to Detroit Axles if the work is awarded to Detroit. This product line will require significant collaboration of work between the Detroit Engine and Detroit Axles bargaining units. Any agreement to bring this work to Detroit would require collaborative conditions.

*This settlement does not restrict the company from continuing the current practice of assigning the work mentioned above throughout the Daimler Production Network.

Quality Stamps:

Employees will be required to perform personal quality sign off/stamp type procedures as part of their standard work instructions.

Tobacco Free Campus:

The tobacco free DTNA policy will be implemented at the Detroit Campus and will adhere to the Detroit Engines Agreement.

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11	12	13	14	15	16	17			
18	19	20	21	22	23	24			
25	26	27	28	29	30	31			

July 2025

S	M	T	W	T	F	S			
		1	2	3	4	5			
6	7	8	9	10	11	12			
13	14	15	16	17	18	19			
20	21	22	23	24	25	26			
27	28	29	30	31					

September 2025

S	M	T	W	T	F	S
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November 2025

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February 2025

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Anril 2025

_	April 2023								
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June 2025

OUTO LOLO									
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August 2025

S	M	T	W	T	F	S				
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10	11	12	13	14	15	16				
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October 2025

OCIODEI ZUZU									
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