



DETROIT DIESEL



Master Agreement

Between

**UNITED AUTOMOBILE WORKERS
LOCAL 163**



- AND -

DETROIT DIESEL CORPORATION

Effective

May 25th, 2022 through April 28th, 2028

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ARTICLE 1 GENERAL SECTION

(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 market place. 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) Preface

Detroit Diesel Corporation 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, age, sex or national origin.

(1.3) Agreement

Entered into this 18th day of May 2022, between Detroit Diesel Corporation, hereinafter referred to as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local Union No. 163, hereinafter referred to as the Union.

(1.4) 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 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.

- (B) For the purposes of this Agreement the term “employee” shall include all production and maintenance employees and mechanical employees 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, designing (drawing board), production, estimating and planning engineers, draftspersons and detailers.
- (C) The purpose of this agreement is to set forth the wages, hours and other conditions of employment for the employees covered by this agreement to establish the process for orderly collective bargaining and to promote a Labor-Management relationship that recognizes a strategic alliance among the common interests of employees, Union, and the Company.
 - (1) If either party to this agreement believes that provisions of this agreement are being administered in a manner inconsistent with the previously stated purpose, then the circumstances involved may be brought directly to the office of the Plant Manager and the Regional Director UAW Region 1A in an effort to resolve the issue.
- (D) The Company will not interfere with, restrain or coerce employees because of membership or lawful activity in the Union, nor will it by discrimination in respect to hire, tenure of employment or any term or condition of

employment, attempt to discourage membership in the Union.

- (1) It is the policy of Detroit Diesel and the UAW that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, religion, age, sex or national origin. Any claims of violation of this policy may be taken up with the Civil Rights Committee of the Union for a factual investigation and report. Neither the Chairperson of the Civil Rights Committee, nor the member of the committee that they may designate to investigate such a claim in their place, shall receive pay from the Company based solely upon any activity arising pursuant to this Article.

(1.5) Waiver

- (A) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is further understood that this contract constitutes the sole, only and entire agreement between the parties.

- (B) **Partial Invalidity of Agreement** - Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, the parties may agree upon a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement of the parties, without the need for further ratification by the Union membership, and shall remain in effect for the duration of this Agreement.
- (C) **Separability** - In the event that any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.

(1.6) Company Rights

The right to hire, promote, discharge or discipline for cause, and to maintain discipline and efficiency of employees, is the sole responsibility of the Company except that Union members will not be discriminated against as such. In addition, the products to be manufactured, the location of plants, the schedule of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company.

(1.7) DURATION OF AGREEMENT

Section 1. No provision of this agreement shall be retroactive prior to the date hereof unless specifically stated herein.

Section 2. This Agreement shall become effective as of 12:00AM May 25th 2022 and shall remain in effect until 11:59 p.m. on April 28th, 2028 and thereafter until either party serves a sixty (60) day written notice to the other specifying a desire to modify or terminate this Agreement. Should neither party give

such sixty (60) day notice, this Agreement shall remain in full force and effect until such notice is given and for sixty (60) days thereafter.

Section 3. Upon receipt of said notice, the parties shall promptly arrange a mutually agreed upon date to commence negotiations pursuant to such written notice. Any new Agreement or contract modifications negotiated between the parties shall not be binding or effective unless reduced to writing and signed by the Corporate Representative and the Plant Manager and the members of the Local Shop Bargaining Committee and the UAW Region 1A Director.

In witness whereof, the parties hereto have set their hands and seals this April 30th, 2022

(1.8) Pension Plan, Life and Disability Benefits Program, Health Care Program, Supplemental Unemployment Benefit Plan, Guaranteed Income Stream Benefit Program, Gain Sharing Program, Personal Savings Plan, and Legal Services Plan

The parties have provided for a Pension Plan, a Life and Disability Benefits Program, a Health Care Program, a Supplemental Unemployment Benefit Plan, a Guaranteed Income Stream Benefit Program, a Gain Sharing Program, a Personal Savings Plan, and a Legal Services Plan by Supplemental Agreements signed by the parties simultaneously with the execution of this Agreement. Such Supplemental Agreements are attached hereto as Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", and Exhibit "F", Exhibit "G", and Exhibit "I" respectively and made parts of this Agreement as if set out in full herein, subject to all provisions of this Agreement. No matter respecting the provisions of the Pension Plan or the Life and Disability Benefits Program or the Health Care Program or the Supplemental Unemployment Benefit Plan or the Guaranteed Income Stream Benefit Program or the Gain Sharing Program or the Personal Savings Plan or Legal Services Plan shall be subject to the grievance procedure established in this Agreement, except as expressly provided in Article (4.12)(C) of the Master Agreement as concerns compensable injury types.

ARTICLE 2 GRIEVANCE PROCEDURE

(2.1) Presentation of Grievance

Any employee having a grievance, or one designated member of a group having a grievance, should first take the grievance up with the supervisor who will attempt to adjust it. If an employee is temporarily transferred to another district, the committee person for that district will represent said employee. Any employee may request the supervisor to call the committee person for that district to handle a specified grievance with the supervisor. The supervisor will send for the committee person without undue delay and without further discussion of the grievance. Other members of management or representatives of the Union do not participate in the initial discussion unless it is agreeable to do otherwise. Management recognizes its responsibility to relieve employees for representation purposes.

- (A) If the grievance is not adjusted by the supervisor, it shall be reduced to writing on forms provided by the Company, and signed by the employee involved and one copy shall be given to the supervisor. The committee person shall then take the grievance up with higher supervision with or without another committee person.
- (B) When a committee person wishes to take up a grievance appealed from a supervisor's written disposition, with higher supervision, with another committee person present, arrangements will be made to provide another committee person from the same shift and zone to be specified by the committee person on the basis of either 1) one most familiar with the grievance; 2) another available district committee person or; 3) the zone committee person, at the time grievance is discussed.

(2.2) Without Prejudice Settlements

Settlement of any grievance or issue through these initial two (2) steps of the grievance procedure shall be without prejudice

to either party and will have no effect to precedent in other than the individual situation involved.

(2.3) Appeal to Shop Committee-Second Step

If the case is not adjusted at the prior step, it may be referred to the Shop Committee. After a written grievance signed by the employee making the complaint has been appealed to the Shop Committee by a committeeperson, the Chairperson of the Shop Committee may designate one (1) of its members to make a further investigation of the grievance in order to discuss the grievance properly when it is taken up by the Shop Committee at a meeting with Management.

- (A) Management will meet weekly with the Union Shop Committee to discuss second step grievances and/or policy items. Meeting dates may be changed by mutual consent and additional meetings may be held by agreement between the parties.
- (B) Written notice of agenda issues to be discussed during these second step meetings will be exchanged by the parties in advance, and when possible, at least twenty-four (24) hours prior to the scheduled meeting. Such an agenda would not preclude discussion of other pertinent subjects.
- (C) The minutes of Shop Committee meetings will be furnished to the Chairperson of the Shop Committee within one (1) week from the date of the meeting.
- (D) After a grievance has been discussed at the Shop Committee meeting and before the submission of Notice of Unadjusted Grievance, the designated Shop Committeeperson may reinvestigate the grievance in the light of any new facts disclosed in the Shop Committee meeting or appearing in the Shop Committee Minutes.
- (E) A final decision on appealed grievances will be given by a representative of Management within a maximum of fifteen (15) working days from the date of first written

filing thereof. Any grievance not appealed from a decision at one (1) step of this procedure in the plant to the next step within five (5) working days of such decision, shall be considered settled on the basis of the last decision and not subject to further appeal. Within the applicable time limits of this paragraph a grievance may be withdrawn by mutual agreement without prejudice to either party.

(2.4) Appeal to Third Step

If the grievance is not adjusted at the prior step and the Shop Committee believes it has grounds for appeal from the Management decision, the Chairperson of the Shop Committee will give the Plant Management a written "Notice of Unadjusted Grievance," on forms supplied by the Company, and the parties will prepare "Statements of Unadjusted Grievance," setting forth all facts and circumstances surrounding the grievance, and where an alleged violation of Article (1.4)(D)(1) is included in the grievance, a statement of the facts and circumstances supporting such claim. Three (3) copies of the Union's statement will be exchanged with Management for three (3) copies of the Management's statement as soon as possible and in any event within five (5) working days of the date of filing the "Notice of Unadjusted Grievance", unless this time is extended by mutual agreement in writing, in which event the thirty (30) days for appeal by the Regional Director as provided in Article (2.4)(A) shall be automatically extended by the same number of days as the amount of extended time for exchanging "Statements of Unadjusted Grievance." The Shop Committee shall consecutively number each "Statement of Unadjusted Grievance" from one upward for identification purposes.

- (A) The Chairperson of the Shop Committee shall then forward copies of the "Statements of Unadjusted Grievance," to the Regional Director of the International Union. The Regional Director will review the case and determine if an appeal shall be made. The Regional Director or a specified representative will be granted permission to visit the plant for the purpose of investigating the

specific grievance involved in “Statements of Unadjusted Grievance.” There will be no restriction on the Regional Representative and or specified representative’s ability to enter the plant or investigate specific “Statements of Unadjusted Grievance.”

If the Regional Director shall decide to appeal the case, the Director shall give notice on the form “Notice of Appeal” supplied by the Company, sending one (1) copy each to Management and the Chairperson of the Shop Committee. Such “Notice of Appeal” will carry the same case number as the “Statement of Unadjusted Grievance.” Except as provided in Article (10.1)(A)(15), any case not appealed within thirty (30) days, or within thirty (30) days plus any agreed upon extension of time for exchanging Statements of Unadjusted Grievance as provided in Article (2.4)(A), after the date the written Statements of Unadjusted Grievance are exchanged, or, in any event, within forty-five (45) days of the date of the written decision of Management to the Shop Committee, shall be finally and automatically closed on the basis of the written decision of Management to the Shop Committee and shall not be subject to further appeal. The forty-five (45) day time limit for appeal shall be extended by the same number of days the parties agree to extend the time limit for the exchange of Statements of Unadjusted Grievances. No case shall be reopened unless the Regional Director shall submit new evidence to Management and it is mutually agreed by them that such case should be reopened. The case shall then date from the date it is reopened.

- (C) The case will then be considered by an Appeal Committee consisting of two (2) members of the Union and two (2) members of Management as follows: For the Union, the Regional Representative and the Chairperson of the Shop Committee; for Management, the Manager of Human Resources and one Representative who has not previously rendered a decision in the case. Additional participants in this third step appeal hearing will be permitted to participate upon written notice (given 24 hours in advance of said meeting) by the Chairperson of the Shop Committee or Manager of Human Resources. Meetings of the Appeal Committee may be requested by either party and will be scheduled within seven (7)

calendar days or as otherwise mutually determined by the parties.

- (D) Attendance of committeepersons at the meetings of the Appeal Committee shall be considered as absence from the Plant under Article (3.4) of the Agreement. Such committeepersons will be paid their regular rate of pay for time spent in such meetings of the Appeal Committee for the hours that they would otherwise have worked in the plant.
- (E) If an adjustment of the case is not reached at this meeting, Management will furnish a copy of its decision in writing and a copy of the minutes of the meeting to the Chairperson of the Shop Committee and the Regional Director within five (5) working days after the meeting, unless this period is extended by mutual agreement in writing.
- (F) After a case has been appealed to the Arbitrator but prior to the hearing of the case, the Regional Director or a specified member of the Director's staff will be granted permission to visit the plant for the purpose of investigating the specific grievance in accordance with all of the provisions of Article (2.4)(A) regarding plant visits.

(2.5) Appeal to Arbitration

In the event of failure to adjust a case by this point, it may be appealed to arbitration providing it is the type of case on which the Arbitrator is authorized to rule. Notice of appeal of such cases to the Arbitrator by the Union shall be given by the Regional Director to the Manager of Human Resources; in cases appealed to the Arbitrator by the Company, notice of such appeal will be given by the Company to the Regional Director. Cases not appealed to the Arbitrator within twenty-one (21) days from the date of a final decision given after review in an Appeal Committee meeting shall be considered settled on the basis of the decisions so given; provided, however, that within

the twenty-one (21) day time limit a case may be withdrawn by mutual agreement without prejudice to either party.

- (A) After a case has been appealed to the Arbitrator, the UAW Regional Director, or the Director's designee, and the Manager of Human Resources, or the Manager's designee, shall select an arbitrator, schedule arbitration hearing dates and docket individual grievances for a hearing.
- (B) Individual grievances shall be docketed for arbitration in the order in which they are received. However, grievances involving continuing liabilities, e.g. discharge, loss of seniority, or employee transfers shall take precedence in scheduling arbitration hearings.
- (C) The parties shall make every reasonable effort to jointly select an Arbitrator as expeditiously as possible. If the parties are unable to select an Arbitrator within thirty (30) days after Management's receipt of Notice of Appeal, they shall by joint letter request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) persons suitable for selection as Arbitrator. The parties shall indicate their preference for a listing of Arbitrators who are members of the National Academy of Arbitrators.
- (D) If the parties cannot agree upon one (1) of the persons named on the list, the Company and the Union shall strike a name alternately until (1) one name remains. Such remaining person shall act as Arbitrator until their tenure is terminated by written notice by either party and cases the Arbitrator is currently docketed for are exhausted. Each party shall notify the other party of its intention to terminate an Arbitrator before written notice is provided to the Arbitrator.
- (E) The Arbitrator shall have no power to alter, change, detract from or add to the written provisions of this Agreement, but shall have power only to apply and interpret those

provisions of this Agreement to the settlement of issues and grievances arising thereunder.

- (F) The Arbitrator shall base the decision on the evidence and arguments presented by the parties at the arbitration hearing. All cases shall be presented to the Arbitrator in the form of a written brief prepared by each party, setting forth the facts and its position and the arguments in support thereof. The Arbitrator may make such investigation as may be deemed proper and may at their option hold a hearing open to the parties and examine the witnesses of each party and each party shall have the right to cross-examine all such witnesses and to make a record of all such proceedings. There shall be no post-hearing briefs. The decision of the Arbitrator shall be final and binding, shall be reduced to writing, and each party shall be furnished with a signed copy of the decision.
- (G) Concurrent with the process of docketing a case, the parties may mutually agree to submit the grievance to either the Federal Mediation and Conciliation Service or the State Labor Relations Commission for assistance in settling the grievance.
- (H) No case shall remain on appeal to arbitration for more than one-hundred-eighty 180 days, unless extended in writing and by mutual agreement.
- (I) The fees and expenses of the Arbitrator shall be shared equally; all other expenses shall be borne by the party incurring them.
- (J) Moreover, it is understood that the Regional Director, UAW will be responsible for notifying the Manager of Human Resources of election to refer the case back to the Appeal Committee.

(2.6) Special Procedure-Contracting of Work

Grievances charging a violation of the Company's express commitments set forth in

Articles (6.14)(A), (B), (C), and (J) shall be handled in the following manner:

- (A) When a grievance arises involving the above, it shall be reduced to writing on forms provided by the Company, signed by the Chairperson of the Shop Committee or the Shop Committeeperson involved, and referred to the Shop Committee at step two (2) of the grievance procedure. The grievance may then be processed in the grievance procedure through step four (4) under the terms of this Agreement, unless the Regional Director of the International Union elects otherwise as provided in Article (2.6)(B) below.
- (B) Within thirty (30) days of the date of Notice of Appeal to the Arbitrator, the Regional Director of the International Union will notify the Manager of Human Resources in writing of election to refer the case back to the Appeal Committee. Thereafter, the bargaining procedure provided in Article (10.6)(C) may then be applicable.

(2.7) Special Procedure - Impartial Medical Opinion (IMO)

Any grievance involving a dispute regarding an employee's job assignment which has resulted in a loss of work (except as provided in (A) below), or 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, will be initiated at the second step, 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 they are entitled in line with seniority or do the disputed job assignment as the case may be. Failing to resolve the question, the parties may refer the employee to a local clinic or physician mutually agreed upon for an impartial medical

opinion as to whether the employee is or is not able to do a job to which they are entitled in line with seniority or do the disputed job assignment as the case may be. If Management and the Union are unable to agree on any aspect of the referral to a clinic or physician, the case may be appealed as provided in the grievance procedure. Without adding to or modifying any other provisions of this Agreement or any of its Supplements, where an Impartial Medical Opinion (IMO) Program is in effect in a plant the medical authority(s) approved for such program may be the "local clinic or independent physician" provided for above. The expense of any mutually agreed to physical examination(s) in accordance with the above provisions of this Article (2.7) shall be paid one half by the Company and one half by the Union.

This procedure will also be applicable to a situation where an employee is prevented from being transferred to a job classification because of a medical finding by a physician acting for the Company, which medical finding the employee's personal physician does not thereafter detect.

- (A) In the event the Company and the International Union are unable to mutually agree at the third step, on the referral to a clinic or physician, the case shall be considered as automatically appealed to the Arbitrator and shall be scheduled for arbitration as expeditiously as practicable. The case will then be handled in accordance with Article (2.5). Information furnished the Arbitrator shall include all relevant and material medical information that the parties themselves have jointly considered. When deciding medical questions, the Arbitrator shall seek such competent medical advice, including specialists, as may be deemed appropriate.
- (B) Any decision by a mutually agreed to medical authority at any step of this Article (2.7) procedure, or by the Arbitrator, shall be final and binding on the Union, the employee involved, and the Company. Any retroactive pay due the employee shall be limited to a period commencing with

the date of filing of the grievance, or the date the employee became able to do a job to which they are entitled in line with seniority, whichever is the later. The Arbitrator shall have full discretion to set the amount of back pay, if any, when a dispute exists as to the back pay to which an employee may be entitled for any period during the processing of the grievance when the employee refuses to cooperate with diagnostic medical procedures at other than their own expense.

(2.8) Interviews for Contemplated Penalties

DISCIPLINARY LAYOFFS AND DISCHARGES

When a suspension, layoff or discharge of an employee is contemplated, the employee, where circumstances permit, will be offered an interview to allow them to answer the charges involved in the situation for which such discipline is being considered before they are required to leave the plant. An employee who, for the purpose of being interviewed concerning discipline, is called to the plant, or removed from work to the supervisor's desk or to an office, or called to an office, will be advised that they may, if so desired, request the presence of the committeeperson to provide representation during such interview. When an employee requests a committeeperson as a result of being placed on notice of discipline, Management will identify a shop rule, where possible, on a non-prejudicial basis on the committeeperson call slip. Management retains the right to change the shop rule used for discipline at any time thereafter. In those cases where management changes the shop rule used for discipline, the 2.8 interview will be re-opened and extended if requested by the union at the time of the notification of the change.

Under normal circumstances an employee's time is not stopped during a disciplinary interview. Industrial Relations will review the circumstances involved with all supervisors of hourly rate represented employees to insure this policy is followed.

(A) 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 job 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.

(B) Providing Penalty Copies

The employee will be tendered a copy of any warning, reprimand, suspension or disciplinary layoff entered on their personnel record, within three (3) days of the action taken. In imposing discipline on a current charge, Management will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for

falsification of their employment application after a period of twelve (12) months from date of hire.

(C) Processing Penalty Grievances

It is agreed between the parties that the procedure for processing grievances protesting disciplinary suspensions, layoffs, and discharges shall be as follows:

- (1) Such grievances must be filed within three (3) working days of the layoff or discharge.
- (2) The grievance will first be discussed at step one (1) of the grievance procedure between the supervisor and the committeeperson, and a decision rendered by the supervisor, who will enter the disposition on the front side of the grievance form.
- (3) If not resolved, the committeeperson will appeal the grievance to step one and one-half (1.5) by entering the appropriate notation on the grievance form. It shall then be the responsibility of supervision to arrange for a mutually agreeable step one and one-half (1.5) meeting in a timely manner. A decision will be rendered by a higher supervisor, who will enter the disposition on the back of the grievance form. Such answers must be given within five (5) working days after the initial receipt of the grievance, unless otherwise extended by mutual agreement in writing. Problems arising in scheduling such meetings may be raised directly with Industrial Relations for correction where warranted.
- (4) If not resolved, the committeeperson may appeal the grievance to step two (2) of the grievance procedure by entering the appropriate notation on the grievance form. The grievance shall then be scheduled on the agenda for the next Management-Shop Committee meeting. Management shall render its decision on the grievance in the form of a second step answer

or settlement statement to appear in the regular minutes of the Management-Shop Committee meeting. The Union shall process its "Notice of Unadjusted Grievance" on the basis of this second step answer.

- (5) If not resolved, the Shop committee may appeal the grievance to step three (3) of the grievance procedure, in accordance with the provisions of Article (2.4) of this Agreement.
- (6) To insure its compliance by all supervisors, Management has taken the necessary steps through special training programs to thoroughly familiarize all supervisors with these requirements, including the proper method of conducting disciplinary interviews in a suitable location, and the right of an employee to confer with the committeeperson.
- (7) If either party has a problem with this procedure, it is agreed that either party may initiate a meeting directly with the other party for the purpose of resolving the problem. Such meeting will be held within five (5) working days of such notice by either Management or the Shop Committee.

(2.9) Miscellaneous Discipline Settlements

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) Substantiating statements requested by Management concerning an employee's absence, such as from a

doctor, court appearance date, car repair receipt, etc., will be returned to the employee as soon as possible but in any event by the next normal work day.

- (D) 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.
- (E) 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.
- (F) 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.
- (G) 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.
- (H) The loss of Holiday Pay will not be included as part of the disciplinary penalty assessed.
- (I) The Master 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."

ARTICLE 3 REPRESENTATION

The Union shall be represented in the Detroit Diesel, Redford bargaining unit as follows:

(3.1) Ratio

In the ratio of not to exceed one (1) district committeeperson for each two-hundred (200) employees covered by this Agreement. Any deviation from these rules to cover special conditions in the plant will be negotiated between the Company and the International Officers of the Union.

(3.2) District Committeepersons

The bargaining unit will be districted by agreement between Plant Management and the Shop Committee so that insofar as practicable each district on each shift shall contain approximately two-hundred (200) employees. Each committeeperson shall have a definitely defined district. The members of the Union in each such district shall select a committeeperson who is working in that district to represent the employees in that district. An alternate district committeeperson in each district, whose duties shall be the same as those of the regular district committeeperson for that district while they are absent from the plant, may be selected by the members of the Union. The total number of employees receiving regular pay for work performed (plus employees who did not receive regular pay who are on an approved vacation or leave of absence pursuant to Article (8.1) and (8.3) short term) during a week representative of normal operations, mutually selected by Plant Management and the Shop Committee, will be the number used for redistricting. The plant shall be redistricted not more frequently than at six-month intervals, upon request of either Plant Management or the Shop Committee, when there is a change in the number of employees equal to two-hundred (200) or five (5) percent, whichever is greater. Thereafter, redistricting shall be accomplished within twenty (20) working days of such request.

(3.3) Shop Committee

The Shop Committee shall be as follows:

- (A) Five (5) District Shop Committee members elected from their respective first shift districts;
- (B) One (1) District Shop Committee member elected from the remaining shift districts; and
- (C) One (1) Chairperson of the Shop Committee to be elected at large.

(3.4) Committeeperson Time

- (A) No one shall be eligible to serve as a committeeperson unless they are an employee and until their name has been placed on the seniority list and they are working in the plant.
- (B) Committeepersons shall enter and remain in the plant only on their respective shifts unless otherwise agreed to by Management.
- (C) It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and Management.
- (D) Upon entering a department in the fulfillment of their duties, the committeeperson shall notify the supervisor of that department of their presence and purpose or give the supervisor a copy of the written complaint providing said supervisor has not already received one.
- (E) In the event an employee requests representation under Article (2.1) prior to being notified that they are being temporarily transferred to another district, the committeeperson for the employee's regular district may respond to the request, providing the districts involved are in reasonable proximity and there is no change of shift.

(3.5) Employment of Committeepersons

(A) For the purposes of representation in handling grievances and other legitimate representation functions as provided herein, committeepersons will be offered work, regardless of seniority, in their districts, and be paid their regular rate of pay for such work. Committeepersons are employed during other than the regular hours of their jobs as provided herein:

	MEMBERS OF SHOP COMMITTEE			
	District Committeepersons	Alternate Committeepersons	Who are also District Committeepersons	Chairperson of Shop Committee who is chosen at Large
Regular hours of their jobs	All	All	All	
Overtime of their respective jobs	All	All	All	
When their regular jobs are not working but there are (10) or more employees covered by this Agreement working in their districts on their respective shifts, including Saturday, Sunday and holiday overtime	All	When the district committeeperson is absent or is regularly scheduled to work in their EOT group. (1) (2)	All	When (10) or more employees covered by this Agreement are working in the plant (2)

- (1) If the district committeeperson has been advised to work and fails to inform the Management that they will not be at work, there is no responsibility on the Management to call the alternate committeeperson.
- (2) Except on continuous seven-day (7) operations or operations manned by rotating or alternating shifts.

(B) The above provisions do not require that the committeeperson be called earlier than the regular

starting time of their job because some employees in their district start work earlier than their starting time or give overtime when some employees in their district start and quit later than their job.

- (C) Any problem arising under or not covered by the above provisions, including representation for shifts comprising fewer than two-hundred (200) employees, shall be subject to local negotiations with the Plant Management, with the right of appeal under the Grievance Procedure. If the problem is not resolved through local negotiations, it may be raised by the International Union directly with the Company's Labor Relations Staff.

(3.6) Employment of Members of the Shop Committee Provided for in Article (3.3)

- (A) Their shift starting and ending time will be the starting and ending time of the majority of the employees they represent and Management reserves the right to require them to ring in and out in the same manner as other employees are required to do.
- (B) They shall be paid at their regular straight time hourly rate, as of the time they assumed their duties as committeepersons for the time they are scheduled to be and actually are in the plant for representation purposes.

This rate shall be adjusted in accordance with any adjustments made in the rate for the classification they then held.

When provisions of the Seniority Agreement entitle the committeeperson to return to their former group on a higher rated job, their rate will be adjusted in accordance with such provisions.

- (C) They shall be scheduled to report at the plant for representation purposes, as follows:

- (1) All regular hours up to eight (8) that their district is scheduled to operate, on their respective shifts.
- (2) Other than regular hours (including overtime, part time or temporary layoffs, inventory or plant rearrangement).

Members of the Shop Committee covered by the provisions of Article (3.4) shall be scheduled to report for representation purposes when ten (10) or more employees covered by this agreement are working in their districts.

The Chairperson of the Shop Committee covered by the provision of Article (3.4) shall be scheduled to report for representation purposes when ten (10) or more employees covered by this Agreement are working in the plant on their respective shifts.

- (D) In the event of a permanent reduction in force, the committeepersons provided for in Articles (3.2) and (3.3) shall be retained regardless of seniority as long as any employees whom they represent are retained at work in their district, provided, however, that the number of such committeepersons shall not exceed the number provided for in Article (3.2). The Chairperson of the Shop Committee shall be retained regardless of seniority as long as any employees are retained in the plant.
- (E) The names of the committeepersons and alternate committeepersons in each district and the names of the committeepersons constituting the Shop Committee designating those provided for in Article (3.3) shall be given in writing to Management. No committeeperson shall function as such until Management has been advised of their selection, in writing, by the officers of the Union, Chairperson of the Shop Committee, or an International Officer. Any changes in committeepersons shall be reported to Management in writing as far in advance as possible.

- (F) Any committeeperson having an individual grievance in connection with their own work may ask for a member of the Shop Committee to assist them in adjusting the grievance with the Supervisor.

(3.7) Job Status of Committeepersons (Shop, District and Alternate) During Periods of Reduced Employment

- (A) When there is a reduction in force the committeepersons and alternate committeepersons, except those provided for in Article (3.3), shall at the point they would be subject to being removed from their respective district be retained in their district as long as employees remain working in their district or until the provisions of Article (3.2) are implemented.
- (B) If after complying with all of the terms of this Agreement either or both the committeeperson or the alternate committeeperson, except those provided for in Article (3.3), are laid off, they will be the first to be recalled in their regular group when work starts in that group.
- (C) Committeepersons shall be paid at their regular rate for the time spent in the plant on their respective shifts as provided in this Representation Article.

(3.8) Job Status - Local Union Officials

- (A) The President, one (1) Vice-President, the Local Union Benefit Representative(s), the Local Union Health and Safety Representative(s) and the Union Local Apprentice Committee Chairperson shall, at the point where they would be subject to layoff from the plant in a reduction in force, be retained at work in the plant regardless of their seniority, provided they can do a job that is operating. This will not apply in cases of temporary layoffs, inventory, material shortages, machine breakdowns, etc.
- (B) While on leave of absence, no employee shall serve as a committeeperson.

- (C) Committeepersons shall be governed by the local plant rules regarding employees entering and leaving the plant. However, members of the Shop Committee and local Union President may leave the plant on Union business when arrangements are made as far in advance as possible with the Plant Management by the President of the Local Union, Chairperson of the Shop Committee or International Representative.
- (D) The Chairperson of the Shop Committee in plants employing five-hundred (500) or more employees will be permitted to leave the plant in accordance with Article (3.8)(C) and will be paid their regular rate for up to four hours per day Monday through Friday, while they are out of the plant attending to Union business during straight time hours when they would otherwise be entitled to be in the plant for representation purposes. The Chairperson shall notify the designated Management representative, if available, when leaving and returning to the plant during working hours. The Chairperson of the Shop Committee in plants employing less than five-hundred (500) employees, but more than two-hundred-fifty (250) employees, will be permitted to leave the plant in accordance with the above and will be paid their regular rate for up to eight (8) hours per week, which will be a reservoir available at the start of the week, to be drawn upon during the week Monday through Friday. Any single period of absence must be for a minimum of two (2) hours.

(3.9) Functioning in a Businesslike Manner

The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving legitimate grievances.

Committeepersons acting properly in their official capacity should be free from orders by supervision which, if carried

out, would impair the orderly investigation and presentation of grievances. Actions which tend to impair or weaken the grievance procedure, whenever they occur or in whatever manner or form, are improper.

Committeepersons traveling through the plant on legitimate business will not be prevented by supervision from having a brief casual conversation with an employee.

Committeepersons have a responsibility to the Union and the employees they represent to conduct themselves in a businesslike manner and shall conform to the shop rules. The normal standard of conduct applicable to all employees shall be applied to committeepersons.

(3.10) Special Skilled Trades Representative

(A) On a shift where there are thirty (30) or more skilled trades employees who are not represented by a District Committeeperson who is classified as a skilled trades employee, a Special Skilled Trades Representative may be selected as (agreed between the parties) to assist in handling skilled trades grievances.

(1) If there is a District Committeeperson on the shift classified as a skilled trades employee, such District Committeeperson shall be the designated Special Skilled Trades Representative on that shift. If there is more than one (1) District Committeeperson on the shift classified as a skilled trades employee, only one (1) shall be selected as the Special Skilled Trades Representative by the Union.

(2) Where there is no District Committeeperson on a shift classified as a skilled trades employee, the Local Union will select a skilled trades employee from among those working on that shift to be the Special Skilled Trades Representative and a reservoir of twelve (12) scheduled straight time hours for Monday through Friday will be established

for that person to handle the duties specified below without loss of pay except that time spent attending the regular Shop Committee meetings pursuant to Article (3.10)(B)(3) below will not be charged against this reservoir.

- (B) Upon written notification designating the Special Skilled Trades Representative selected pursuant to Article (3.10) (A) above, that representative will be allowed to leave their job assignment without undue delay to perform the following duties:
- (1) If a District Committeeperson who is not a skilled trades employee is called pursuant to Article (2.1) to represent a skilled trades employee or to handle a specified grievance concerning an alleged violation of one (1) of the provisions of Article (6.1) through (6.14) such committeeperson may request that the supervisor call the Special Skilled Trades Representative for that shift. Before a grievance is reduced to writing by the District Committeeperson, the Special Skilled Trades Representative may assist the District Committeeperson in a consultative and advisory capacity, and in doing so, if necessary, may make an independent investigation of the grievance and submit a report to the District Committeeperson. The Special Skilled Trades Representative may not function as a committeeperson nor initiate a grievance.
 - (2) If the grievance is reduced to writing by the District Committeeperson and the Special Skilled Trades Representative has made an independent investigation and submitted a report to the District Committeeperson on that grievance before it is reduced to writing, the Special Skilled Trades Representative may, at the request of the District Committeeperson, assist the District

Committeeperson in a consultative and advisory capacity during the committeeperson's discussions conducted with supervision pursuant to Article (2.1) of the Master Agreement. During discussions with higher supervision, the Special Skilled Trades Representative will function as an alternative to the second committeeperson provided for in the provisions of Article (2.1)(A) of the Master Agreement.

- (3) In those plants where there is no member of the Shop Committee classified as a skilled trades employee, one (1) Special Skilled Trades Representative will attend regular Shop Committee meetings to serve in a consultative and advisory capacity during the resolution of an open issue or discussion of a grievance which involves a specific skilled trades issue and which alleges a violation of this Agreement, or Articles (1.4)(B) and (10.3) or one (1) of the provisions of Articles (6.1) through (6.14) of this Agreement.
- (4) In the event there is no committeeperson classified as a skilled trades employee representing skilled trades employees, one (1) Special Skilled Trades Representative will attend the special conference provided for in the provisions of Article (6.14) of the Master Agreement, replacing one (1) of the Union's representatives provided for in that section, to serve in a consultative and advisory capacity during such conference.
- (5) In the event none of the Local Union representatives designated in Article (6.14)(H) are skilled trades employees, one (1) Special Skilled Trades Representative will replace one (1) of those representatives during the specified advance discussion and serve in a consultative and advisory capacity during those discussions.

- (C) Where the Special Skilled Trades Representative is selected pursuant to Article (3.10)(B)(2), even though they are not a committeeperson, they will nevertheless be governed by the provisions of article (3.4)(A),(B),(C),(D), and (E) of the Master Agreement.
- (D) The provisions of article (3.5)(A) of the Master Agreement will not be applicable to the Special Skilled Trades Representative.

ARTICLE 4 SENIORITY

(4.1) Acquiring Seniority

Employees shall be regarded as temporary until their names have been placed on the seniority list. There shall be no responsibility for the reemployment of temporary employees if they are laid off or discharged during this period. Any claim by a temporary employee made after thirty (30) days of employment that his layoff or discharge is not for cause may be taken up as a grievance.

Employees may acquire seniority by working one-hundred-eighty (180) days during a period of twelve (12) continuous months, in which event the employee's seniority will date back one-hundred-eighty (180) days from the date seniority is acquired.

When employees acquire seniority, their name will be placed on the seniority list for their occupational group in the order of their seniority.

- (A) Up to date seniority lists will be posted on the plant seniority boards at sixty (60) day intervals except that when there are seniority employees on permanent layoff the list will be posted each thirty (30) days prior to the first day of the following month.

(4.2) Rules for Computing Seniority of Employees Who Acquire Seniority by Working 180 Days Within Twelve Continuous Months, and Computing the Period Specified in Article (4.1).

- (A) Credit toward acquiring seniority will begin with the first day worked by the new employee and will include the subsequent days of that pay period.
- (B) Thereafter during twelve (12) consecutive months until they acquire seniority they will receive credit for seven (7) days for each pay period during which they work except

that credit will not be given for any days the employee is on layoff.

- (C) No credit will be given for any pay period during which for any reason, the employee does not work except as provided in Article (8.2)(B) and Article (8.11) and in the case of the pay period in which the full week of Christmas holidays fall, provided the employee would otherwise have been scheduled to work.
- (D) Unless the employee is at work on the one-hundred-eightieth (180th) day of the accumulated credited period, they must work another day within their probationary period to acquire seniority. If the one-hundred-eightieth (180th) day of the accumulated credited period falls on a holiday, the employee will be considered as having seniority as of the holiday. If the one-hundred-eightieth (180th) day of the accumulated credited period falls on their vacation pay eligibility date, the employee will be considered as having seniority as of the vacation pay eligibility date.
- (E) In the event a temporary employee is summoned and reports for jury duty as prescribed by applicable law during the period of twelve (12) continuous months preceding the date they acquire seniority pursuant to Article (4.1), the employee's seniority when acquired will be adjusted to give the employee credit for seven (7) additional days for each week in the period which was not worked and during which jury duty was performed. The employee must furnish evidence that the jury duty was performed in order to receive seniority credit in accordance with this provision.

(4.3) Seniority Lists

- (A) The seniority list shall contain each employee's name, occupational group, plant seniority date, and, if different than the employee's plant seniority date, skilled trades date of entry or skilled trades seniority date. This will not

require a change in any mutually satisfactory practice now in effect.

- (B) Each three (3) months the Chairperson of the Shop Committee shall be given two (2) up-to-date copies of the complete seniority list of the plant containing each employee's name, department number, occupational group or classification, plant seniority date, and, if different than the employee's plant seniority date, skilled trades date of entry or skilled trades seniority date. An additional copy of each such list shall be given to the Financial Secretary.
- (C) Following the end of each month the Chairperson of the Shop Committee shall be furnished two (2) copies and the Financial Secretary shall be furnished one (1) copy of the list of names, department number and seniority dates of employees who during the preceding month have:
 - (1) Acquired seniority.
 - (2) Been granted a leave of absence for military service.
 - (3) Been granted other types of leaves of absence of more than thirty (30) day's duration.
 - (4) Returned to work from a leave of absence described in (B) and (C) above.
- (D) Management will designate on the list those employees who ceased to be subject to the check-off and the reason thereof.
- (E) Each week the Chairperson of the Shop Committee shall be furnished two (2) copies and the Financial Secretary shall be furnished one (1) copy of the list of names and department numbers of the employees who during the preceding week:

- (1) Became new hires into the bargaining unit (by classification those hired as journeypersons, including identification of apprentice graduates),
- (2) Returned to work from permanent layoff,
- (3) Transferred,
 - (a) into the bargaining unit, or
 - (b) out of the bargaining unit (to supervisory or non-supervisory position).
- (4) Had their employment terminated while in a temporary employee status, including the date of hire and last day worked of each such employee,
- (5) Lost seniority, and the reason therefor,
- (6) Became deceased (including retired employees),
- (7) Were placed on permanent layoff.

The list shall contain the seniority dates of employees listed under (2) (3) and (4). It shall also include a notation of the seniority date of the employee with the longest seniority who is laid off.

- (F) Each month the Financial Secretary shall be furnished with the names, employee identification numbers, department numbers and clock numbers of those employees on the active roll or on layoff, as of the last day of the final payroll period ending in the month, for whom no deductions were made during that dues deduction month and the reason therefore. In the event an employee breaks seniority or transfers out of the bargaining unit during the previous dues deduction month and has an unpaid dues liability, the amount of such liability will be shown on this list. This information should be furnished along with the dues remittance report. The Financial Secretary will be advised of the order in which the names will be listed and of any future changes in the order of the listing as far in advance as possible.

(4.4) 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) For purposes of layoff and recall under the terms of this Agreement, employees having the same seniority date will have their seniority status established alphabetically by their last name in accordance with the following, alphabetical letter coming first having the greater seniority.

January 1, 2022 – A to Z

January 1, 2023 – Z to A

January 1, 2024 – A to Z

January 1, 2025 – Z to A

January 1, 2026 – A to Z

January 1, 2027 – Z to A

January 1, 2028 – A to Z

- (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:
 - A. Machining
 - B. Assembly/Test
 - C. Services
 - D. Skilled Trades
 - E. ePT
 - F. DLC
- (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.

(4.5) Permanent Reduction in Force Procedure (Non-Skilled)

- (A) This Article applies to permanent layoffs for an indefinite duration, other than temporary layoffs as defined in Article (4.10), and/or to a reduction in the number of employees in a non-interchangeable occupational group.
- (B) Temporary 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.

(4.6) 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 (7.1) or (7.2) (except new work openings). If an imbalance of employees to openings results through this procedure, for the purpose of implementing this portion of this Agreement, the provisions of Article (7.9)(D) of the Transfer Agreement are waived, and employees will be placed into the higher rated openings, least seniority first.

- (C) Employees transferred to other non-interchangeable occupational groups under this Article will establish seniority immediately in such groups.
- (D) The rules of excess will progress as follows: 1. Shift, 2. Department, 3. Classification, 4. Division, 5. Plant.

(4.7) 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 (4.6) 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 (4.7)(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. Acceptance or rejection of a recall right must be put in writing on forms provided by Management and signed and dated by the employee. 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 (4.6).
- (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 (4.7).
- (G) Employees recalled from indefinite layoff for temporary openings will be placed under the provisions of Article (4.10).
- (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 (4.8), (4.9), (7.1) and (7.2) unless a longer period is agreed to between Management and the Union.

(4.8) 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 (4.6), 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 (7.1) and (7.2).

- (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.

(4.9) Reduction/Recall Placements - Time Limits

The procedure of this “PERMANENT REDUCTIONS IN FORCE, LAYOFF, AND RECALL PROCEDURE” Article will apply with the understanding that the layoff and/or reduction, and recalls, will be completed and employees placed in accordance with the terms of this Agreement as soon as possible, but in any event no later than ninety (90) days, unless a longer period is agreed to between Management and the Union.

(4.10) Temporary Layoff and Recalls

- (A) All layoffs and recalls are considered permanent except the following, provided they do not exceed ninety (90) days for layoffs and one-hundred-twenty (120) days for recalls, unless otherwise extended by up to fifty-nine (59) days by mutual agreement at which time they will be considered as permanent layoffs or recalls:
 - (1) For any reason, but known at the time to be temporary.
 - (2) Management will review the production plan requiring a temporary recall before ninety (90) 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.
- (B) In an equalization of overtime hours group affected by a temporary layoff, employees with the greatest seniority will be canvassed first to work during such periods as provided herein subject to the following: Management is able to retain those employees needed to operate efficiently; non-seniority employees and employees with less than one (1) year of seniority are the first to be laid off; there is a waiver of liability; and provision is made for a satisfactory advance application.
- (1) Each time management contemplates a partial temporary layoff the department affected will canvass employees with a sign up sheet within the department for employees volunteering for the temporary layoff. Employees must be in the plant and have at least one year seniority to be eligible for the posting. This posting may be revoked by management at any time.
 - (2) Management will examine the list of eligible applicants within the affected group who have requested the temporary layoff. Applicants with the longest seniority status, as compared to other applicants in the group, will be temporarily laid off. Thereafter, if it is necessary to layoff additional employees in the affected groups, management will exhaust the posting list of eligible employees before utilizing a reverse seniority layoff.
 - (3) In the event overtime is worked in the affected equalization groups during the period of temporary

layoff, employees who are working during this period will be considered by equalization group for such overtime work. Employees on temporary layoff will be charged if overtime is timely

- (4) With respect to skilled trades employees in the event of a temporary layoff, employees shall be retained at work by classification, by shift, by equalization group, by seniority. Such employees will be temporarily laid off in accordance with the above provisions of this Agreement.
 - (5) Employees with one (1) year or more of seniority will be recalled in reverse order from which they were temporarily laid off. Employees with less than one (1) year of seniority who have been temporarily laid off will be recalled in order of seniority, highest seniority first, as needed.
- (C) During periods when a temporary recall is necessary, management will recall employees on indefinite layoff by seniority when available and will assign employees to temporary openings without regard to seniority standing. Management will review the qualifications of the temporary openings and place qualified employees into openings if available. Employees on temporary recall will be given high hours of the EOT group in which they are placed. Management will attempt to honor shift preferences involving temporary employees during initial placement until training period has been completed. Management will meet with the union to discuss permanent employees moved to other shifts for training purposes during periods of temporary recall. Permanent employees temporarily transferred under this provision will not exceed thirty (30) days. Management will meet with the union on a case by case basis and mutually agree to extend this period until training has been complete, but not to exceed an additional thirty (30) days.

- (D) Permanent employees accepting temporary openings during periods of temporary recall will return to their former job once the period of temporary recall is complete.

(4.11) Skilled Trades - Permanent Reduction in Force, Layoff and Recall Procedure

- (A) Each of the skilled trades classifications shall constitute a separate non-interchangeable occupational group. The seniority of employees in the skilled trades non-interchangeable occupational groups will be governed by the applicable provisions of this Agreement. Leaders will be considered a part of the skilled trades classification over which they perform such duties for the purposes of their seniority status.

- (B) In the event of a reduction in force, employees will be laid off from their non-interchangeable occupational group in line with their seniority, least seniority employee first, and shall be recalled in reverse order of their layoff.

- (C) If openings occur journeymen who are laid off per Article (4.11)(B) will also have the right to be rehired by seniority over new hires and trainees in other skilled trades classifications in which they are also qualified journeymen and their seniority will be determined per Article (4.11)(F).

- (D) Employees Having Same Skilled Trades Seniority Date

For the purpose of layoff and rehire, where two (2) or more employees have the same skilled trades seniority date in a skilled classification, their seniority shall be determined by their plant seniority. If their plant seniority is the same, the provisions outlined in Article (4.4)(B) of this Agreement shall apply.

- (E) Transfer of Qualified Journeyman From Production

When an employee is transferred from a non-skilled classification to a skilled trades group classification for

which the employee is a fully qualified journeyperson, the employee will have a date of entry into that skilled trades group as of the date of assignment to such skilled trades group and will relinquish all seniority rights to a non-skilled job classification with respect to layoff or recall rights.

- (F) Transfer or Rehire of Journeyperson from One Skilled Group to Another Skilled Group for Which the Employee is Qualified.

If it becomes necessary to transfer or rehire a qualified journeyperson from one (1) skilled trades classification to another in which the employee is also a qualified journeyperson, such employee shall have a date of entry in the new classification, and for the purposes of layoff only will retain and accumulate seniority in the classification from which the employee was transferred until the employee has completed 60 days in the new classification, at which time the employee's accumulated skilled trades seniority will be established in the new classification. The employee's new skill trades date will be established upon the conclusion of the posting or date of transfer whichever comes first and will surrender all accumulated seniority in the former classification.

Any Journeyperson accepting an apprentice position through the apprenticeship testing or EIT programs will at the time of completion of the program be given a new skilled trades date as of the date of acceptance into the new program and will surrender all accumulated seniority in the former classification.

An employee's original seniority / vacation eligibility date will be used for all other contractual paid benefits.

(4.12) General Provisions

- (A) In the event of disqualification, the employee will be transferred to another job. On a plant wide basis,

capability and seniority permitting, to either fill openings or displace lesser seniority employees.

Employees displaced because of this procedure will be handled in accordance with the terms of Article (4.6)(A) of the layoff procedure.

- (B) In the event of reduction in force in an ATD or Parts Repair classifications in the department(s) over which this classification services, employees will be reduced in seniority order, starting with the least seniority employee, and shall be assigned to displace the least seniority employee in the highest classification in the department(s) over which they are assigned, seniority permitting.
- (C) Seniority employees, who, because of physical limitations, based on satisfactory evidence, are unable to perform work to which they are assigned, will be transferred to other non-interchangeable occupational seniority groups in their department or any other department in the plant on work of a more suitable nature which they are capable of doing.
 - (1) Such transferred employees will displace employees with less seniority who in turn will be accorded plant-wide seniority rights and they shall be transferred to work they are capable of doing. This provision will apply to skilled trades employees only within their job classification.
 - (2) Employees who have been transferred under this procedure, and whose physical limitations are removed by the Plant Medical Department, will be returned to their former classification, as openings occur.
- (D) The terms “journeyperson” or “skilled trade journeyperson” when used in this agreement means an employee who:

- (1) Has satisfactorily completed an apprentice training course registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor with similar standards to the DDC-UAW Apprentice Training Program; or
- (2) one who has been reclassified as a journey person under Article (6); or
- (3) one, newly hired, who has proved eight (8) years worked in the trade for which application is made.

(4.13) Salaried Transfers

Any salaried person previously holding a bargaining unit classification wishing to return to the bargaining unit may do so subject to the following conditions:

1. The transfer of the employee will not result in the displacement of a seniority employee.
2. All seniority employees have been recalled from layoff.
3. The salary transferred employee has not been out of the bargaining unit more than 5 years from the salary hire date.
4. Employment with company has remained unbroken.

It is agreed between the parties that under the application of Article (4.13) (4) of the DDC-UAW Master Agreement employees returning to the bargaining unit from permanent salaried positions will be placed in a tertiary opening as determined by Article (7.2) of the Master Agreement.

The transfer of an employee from a salaried position back to the bargaining unit will not result in the layoff of a seniority employee.

(4.14) Loss of Seniority

Seniority shall be broken for the following reasons:

- (A) If the employee quits.

- (B) If the employee is discharged.
- (C) If the employee is absent for three (3) working days without properly notifying the Management, unless a satisfactory reason is given. After the unreported absence of three (3) working days, Management will send clear written notification to the employee's last known address as shown on the Company records, that seniority has been broken and it can be reinstated if, within three (3) specified working days after delivery or attempted delivery of such notice, said employee reports for work or properly notifies Management of absence. A copy of such Management notification will be furnished promptly to the Chairperson of the Shop Committee. If the employee complies with the conditions set forth in the notification seniority will be reinstated if it has not otherwise been broken; however such reinstatement shall not be construed as limiting the application to the case of the Shop Rule regarding absence without reasonable cause.
- (D) If the employee fails to return to work within five (5) working days after being notified to report for work, and does not give a satisfactory reason, such notice shall be clear in intent and purpose. A copy of Management's notification of such loss of seniority will be furnished promptly to the Chairperson of the Shop Committee.
- (E) If the employee is laid off for a continuous period equal to the 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 the 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, pursuant to Article (4.1), within seventy-two (72) months immediately following the last day worked prior to the layoff during which seniority was broken by virtue of this Article (4.14)(E) shall have the new seniority date adjusted by adding an amount equal to the seniority acquired at that plant as of such last day worked.

For the purpose of computing the period for breaking seniority only, the first day of that period will be the next otherwise regularly scheduled work day after layoff. In the case where the next otherwise regularly scheduled work day is a Monday holiday as listed in Article (8.14) that Monday will be considered the first day of that period.

(F) Retirement as follows:

- (1) An employee who retires, or who is retired under the terms of the Pension Plan, shall cease to be an employee and shall have their seniority canceled.
- (2) An employee who has been retired on a permanent and total disability pension and who thereby has broken seniority in accordance with subsection (1) above, but, who recovers and has the pension discontinued, shall have their seniority reinstated as though they had been on a sick leave of absence during the period of disability retirement, provided however, if the period of disability retirement was for a period longer than the seniority they had at the date of retirement, they shall, upon the discontinuance of their disability pension, be given seniority equal to the amount of seniority they had at the date of such retirement.
- (3) If an employee retired for reasons other than total and permanent disability who has lost seniority in accordance with subsection (1) above, is rehired such employee will have the status of a new employee and without seniority, and shall not

acquire or accumulate any seniority thereafter, except for the purpose of applying the provisions governing Holiday Pay and Vacation Pay.

- (G) An employee whose seniority is broken under the provisions of Articles (4.14)(A), (4.14)(B), (4.14)(C), (4.14)(D) or (8.9)(A), (8.9)(B), will, in the event seniority is reinstated, be reimbursed for any contributions made pursuant to the Supplemental Agreements (Life and Disability Benefits Program and Health Care Program) which the Company would have made, in accordance with the employee's revised status, under the applicable provisions of the Life and Disability Benefits Program and the Health Care Program. An employee who is assessed a disciplinary layoff which is subsequently reduced or rescinded, will be reimbursed for any contributions made pursuant to the Supplemental Agreements (Life and Disability Benefits Program and Health Care Program) which the Company would have made, in accordance with the employee's revised status, under the applicable provisions of the Life and Disability Benefits Program and the Health Care Program.

(4.15) "Clearing Out" of Employees

- (A) In those cases where employees are being laid off, any processing required will be conducted on company time. In cases 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 force will be given a layoff package prior to leaving the plant.

(4.16) Seniority Divisions

Machining

Auditor

Machine Specialist

Parts Repair

Assembly-Test

Assembler

Audit Teardown

PVL Auditor

Test Operator

Service

Crib Attendant

Material Technician

Environmental Services

ePT

ePT Specialist

DLC

Offsite Logistics Team Member

Skilled Trades

Each classification listed below constitutes a separate non-interchangeable occupational group and classified as follows:

Electrical Trades

Electrician

Mechanical Trades

Carpenter/Painter

Instrument Repair

Machine Repair-Machinist

Millwright/Welder

Pipefitter

Tinsmith

Tool Maker-Bench

Tool Maker-Machinist AA

Truck Repair

Facilities Trades

Air Conditioning

Boiler Operator

Direct Trades

Cutter Grinder

Inspector-Tool and Die

ARTICLE 5 SHIFT PREFERENCE

(5.1) Procedure

Active seniority employees on other shifts, having the longest seniority, doing the same classification of work by groups of departments or on a plant wide basis, as indicated in Article 5 - Appendices, shall be entitled to shift preference by submitting an application to their Supervisor no later than 9:00 P.M. on the Tuesday preceding the Monday of transfer. Employees that are granted shift preference are not eligible to make application for twelve (12) months unless the employee can not retain the preferred shift due to the provisions of Article's (4.5), (4.6), (4.10), and (5.1). If an employee voluntarily agrees to transfer to another shift to a permanent opening, the transfer will be granted by shift preference application form subject to the provisions of Article (5.1).

In the event lesser seniority employees (including new, temporary and summer) are in a training period (normally not more than thirty days), employees exercising shift preference in such areas will by-pass 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.

(5.2) 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.

(5.3) Skilled Trades Shift Preference

Employees in the skilled trades groups shall use their date of entry seniority in the group for application of shift preference. Shift preference will be exercised by classification plant wide. Leaders will be a separate group by respective classification.

(5.4) General Provisions

- (A) Employees having the same seniority date (date of entry for skilled trades) will be given shift preference on the basis of reverse alphabetical order by the last name Z through A beginning on January 1, 2023 and reverse alphabetical order each January 1st thereafter, that is, A through Z, Z through A, etc.

January 1, 2023 – Z to A

January 1, 2024 – A to Z

January 1, 2025 – Z to A

January 1, 2026 – A to Z

January 1, 2027 – Z to A

January 1, 2028 – A to Z

- (B) It is not Management's intention to change any employee's classification for the sole purpose of circumventing the Shift Preference Agreement. Any such change will be promptly corrected when brought to Management's attention.

It is recognized that shift preference changes involve headcount moves involving all shifts in a department and supervisory coordination between shifts in administering is necessary. Arrangements will be made however, to insure that the same information respecting shift preference will be made available to all employees on each shift in a department.

- (C) Appendix 1 attached to this Agreement may be modified by mutual agreement between Management and the Shop Committee, except in the addition or elimination of shifts.

APPENDIX 1

Except for employees in the Skilled Trades Seniority Division, employees will exercise Shift Preference by department, by classification or Team Leader (skilled and non-skilled) designation.

ARTICLE 6 SKILLED TRADES

(6.1) Apprentice Committee

- (A) An Apprentice Committee composed of two (2) Union members and two (2) Management members shall be established in the plant. The International Union shall appoint journeypersons from the plant as members of the Apprentice Committee, one (1) of whom shall be designated as the Chairperson of the Union members of the Apprentice Committee. Management shall notify the Union of its members, one (1) of whom shall be designated the Apprentice Coordinator.
- (B) The Apprentice Committee shall meet at mutually agreed-upon times. Each Apprentice Committeeperson will be paid their regular rate for time spent in such meetings and for the necessary time to properly perform their duties and functions provided for in Article (6.1) (C) for the hours they would otherwise have worked in the plant. Minutes of such meetings will be provided as determined by the Apprentice Committee.
- (C) The duties and functions of the Apprentice Committee shall be as follows:
 - (1) To meet on issues involving the effect of the employment of apprentices on the employment of journeypersons in the trades involved.
 - (2) To study other matters that may involve the training of apprentices by journeypersons in the shop. When machinery, equipment or material is introduced or modified and new skills are required in the journeyperson classification in the plant, the matter may be reviewed to determine the effect on the shop and related training of apprentices including necessary revision of such training.

- (3) Progress reports of the apprentice shop and related training schedules shall be reviewed in meetings of the Apprentice Committee, except that upon the request of a member of the Apprentice Committee an individual apprentice's record shall be reviewed in a meeting of the Apprentice Committee once during the last thirty (30) day period prior to completion of the apprentice shop training schedule. Problems involving the improper application of the shop training schedules to individual apprentices may be raised with supervision and if necessary discussed with the apprentice in the plant.
- (4) To interview tested apprentice applicants in accordance with the Apprentice Selection Procedure. Interview results will be combined with test scores by central scoring where separate lists will be developed, one (1) for seniority employee applicants and one (1) for all other applicants, each list to be in descending order of points scored for each classification for which they have applied. The lists for each apprentice classification will be provided by central scoring or as otherwise mutually determined by the parties, for review by the Apprentice Committee. When apprentices are selected, such selections shall be on the basis of at least two (2) from the seniority employee applicant list for every one (1) selected from the other list in descending order of total point score in accordance with the Apprentice Selection Procedure; however, more selections from the other list may be made in the event sufficient seniority employee applicants are not available. Notwithstanding the above provisions of this Article, laid off apprentices may be placed in the classification from which they were laid off prior to the selection of new applicants from either the seniority employee applicant list or the one from all other applicants.

- (5) When either list of qualified applicants for a classification is exhausted, additional qualified applicants may be placed on the list for that classification, but in any event additional qualified applicants will be added to the list as mutually determined by the parties.
 - (6) When necessary, the Apprentice Coordinator will make arrangements to temporarily assign a Union member of the Apprentice Committee to another shift for the purpose of interviewing applicants or to handle specified, legitimate apprentice matters. The overtime premium pay provisions of this Agreement are hereby waived in such instances and such changes in shift for this purpose will not result in the payment of overtime premium.
 - (7) The Apprentice Committee may confer with new apprentices for the purpose of acquainting the apprentice with the role of the Company, the Union and the Apprentice Committee in the apprentice program and to ascertain that the apprentice understands their status and obligations as an apprentice in accordance with the Apprentice Training Agreement.
 - (8) The Apprentice Committee will reevaluate apprentices where the apprentice is failing to perform their obligations as an apprentice to determine continued participation in the program.
 - (9) To evaluate and credit previous experience as provided for in Article (6.3).
 - (10) To issue certificates of completion of apprenticeship as provided for in Article (6.9).
- (D) Grievances filed by apprentices will be handled in accordance with Articles (2) and (3) of the Master Agreement.

- (E) Problems involving apprentice shop and related training schedules will be referred to the Apprentice Committee and shall not be subject to the Grievance Procedure.
- (F) In the event future justification exists to implement apprentice programs, for example plant expansion, increased workforce, etc. in skilled trades presently without such programs, Management would be willing to discuss additional apprentice programs subject to approval of the parties.

(6.2) Apprenticeship Eligibility Requirements

- (A) Management will review its apprentice training needs and will post on the bulletin boards a list of apprentice openings. In order to be eligible for consideration for apprenticeship, all applicants must meet the requirements for apprentice training as established in the DDC-UAW Apprentice Plan. To satisfy the education requirement, the applicant must be a high school graduate, or have an equivalent education such as the high school equivalency test or other methods that may be agreed upon by the DDC-UAW Apprentice Committee, or meet the alternative requirements set forth in the DDC-UAW Apprentice Plan. The new employee applicant must be at least eighteen (18) years of age (or consistent with applicable State and Federal laws).
- (B) Notwithstanding other provisions of this Agreement, any seniority employee in the plant other than those classified as apprentices may file an application for an opening in the apprentice program; provided, however, that where there is evidence that the filing of such applications by journeypersons in apprenticeable classifications having similar apprentice training schedules is for other than promotional purposes or inconsistent with skilled trades workforce objectives, such application shall be subject to review and decision by the Apprentice Committee. An apprentice with seniority who is scheduled to be removed

from an apprenticeable classification in a reduction in force may apply for an apprentice opening in a related skilled classification.

- (C) If such applicant meets all of the requirements for apprentice training as established in the DDC-UAW Standard Apprentice application will be considered for the apprentice program. When the qualifications of employee-applicants are equal, the employee-applicant with the longest seniority will be given preference.

(6.3) Credit for Previous Experience

Credit for previous related experience in military service, an apprentice training program, or a skilled trade classification in any plant, may be used toward the total time required on any phase of the apprentice shop training or related training schedules. Credit for such previous experience shall be upon satisfactorily demonstrating possession of such previous experience and ability to do the job. Related training credit shall be given the apprentice upon demonstrating possession of the educational knowledge for which the credit is requested under the related training schedule. At the time such credit is given, the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given toward completion of the shop training schedule. Credit will also extend toward tool allowance.

(6.4) Term of Apprenticeship

- (A) The term of apprenticeship shall be nominally four (4) years in length, but shall be based on the number of hours actually worked. The shop schedule shall be divided into eight (8) periods of nine-hundred-sixteen (916) hours each.
- (B) Each apprentice classification in the apprentice program shall be a separate non-interchangeable occupational group. Apprentice hours are to be zeroed out every third Monday in September.

- (C) An apprentice hired directly into an apprentice classification shall establish seniority in their non-interchangeable occupational group in accordance with Article (4.1).
- (D) An employee transferred to an apprentice classification shall have a date of entry in the non-interchangeable occupational group to which they are transferred and will continue to accumulate seniority in the seniority group from which transferred.

The Apprentice's date of entry will be established on the day that they accept the written offer of apprenticeship from Hourly Personnel.

In those cases where an employee is accepted for the Apprenticeship Program, but cannot be released from their present job and others selected for the program with lesser points are to be placed in the program in the meantime the employee will be given a "date of entry" in the Apprentice Program which supercedes the entry date of the employee(s) selected with lesser points. This shall in no way alter the period of training time for the employee in order to qualify for journeyperson status, as specified in the Master Agreement.

- (E)
 - (1) For the purpose only of determining the seniority status of apprentices in training, such apprentices shall have their seniority established as provided in Articles (6.4)(B) and (6.4)(C) above.
 - (2) For the purpose of layoff and rehire or other applicability in the skilled occupational group, the seniority of the apprentice, upon graduation, shall be calculated by crediting seven (7) calendar days for each forty (40) hours and one (1) calendar day for each additional eight (8) hours. A graduate apprentice's journeyperson seniority date shall not precede the employees' seniority date established pursuant to Article (4.1). For all other purposes

seniority shall be as established by Article (4.1) entitled "Acquiring Seniority."

- (3) A graduate apprentice whose Detroit Diesel apprentice training was interrupted by a leave of absence under the provisions of Articles (8.1)(B)(2), Article (8.5)(A), by an approved leave of absence for jury duty, absences which qualify under the Bereavement Pay, Paid Absence Allowance, or Short Term Military Duty Articles of this Agreement, by approved vacation time off, or by a sick leave of absence under the provisions of Article (8.2), shall upon graduation, be given the same journeyman seniority date as though there was no service in the Peace Corps, entered military service, served on the jury, been on approved absence for which they received Bereavement Pay, Paid Absence Allowance, or Short Term Military Duty Pay, taken vacation time off, or been on a sick leave of absence.
- (4) For each pay period during which an apprentice works in the apprentice classification and, in the case of the pay period in which the full week of Christmas holidays fall provided the employee would otherwise have been scheduled to work, the apprentice shall be credited as having spent seven (7) calendar days in the apprentice program.
- (F) An apprentice who satisfactorily completes their shop training schedule in the plant prior to the time they complete their related training shall be considered as a journeyman but only at Detroit Diesel. Such apprentice who has completed the shop training schedule and not the related training requirements must continue the related training at the rate of at least two (2) courses per semester and must satisfactorily complete such related training within five (5) years from date of entry into the classification (excluding contractual leaves of absence).

Notwithstanding the provisions of Article (6.13), such an employee who has not completed the related training requirements specified in Article (6.11)(A) shall have an adjusted rate not greater than the rate of the 8th period of the respective apprentice's classification.

- (G) Upon satisfactory completion of the related training requirements and becoming classified as a journeyperson, the employee shall receive the rate for the job classification.

Time spent by such an employee in completing the required apprentice related training schedule shall be paid for at the straight-time hourly rate applicable to such related training for that classification in that plant in accordance with Article (6.11)(B) and the Apprentice Rate Schedule set forth in Article (6.13); provided, however, the hourly rate for such apprentice related training shall not exceed the applicable rate for the eighth (8th) nine-hundred-sixteen (916) hour Apprentice Training Period for that classification as set forth in Article (6.13). The Company's payment of fees and/or tuition required in connection with apprentice related training for such an employee is limited to the maximum provided in Article (6.11)(D).

Upon completing the related training schedule, the employee shall be given a certificate of completion of apprenticeship, in accordance with Article (6.9), and shall thereupon be a journeyperson within the meaning of Article (4.12)(D).

- (H) Apprentices removed from the non-interchangeable occupational group to which they are assigned due to a reduction in force or inability to satisfactorily perform the shop and/or related training requirements shall be laid off except that:
 - (1) Apprentices with seniority who were hired directly into an apprentice classification will be placed in

another available job opening in accordance with the Seniority Agreement provided no other seniority employee has contractual right to such job.

- (2) Apprentices with seniority who have been transferred from a job in the plant to an apprentice classification will be returned to the group from which they were so transferred.
 - (3) Failing to have sufficient seniority to be placed on other work, as provided above, apprentices will be laid off.
 - (4) Apprentices transferred in accordance with the Seniority provisions of this Agreement, will have their wages handled pursuant to Article (9.8)(A) or (B), which ever applies.
- (l) Apprentices who have been removed from an apprentice non-interchangeable occupational group pursuant to Article (6.4)(H) above, will be recalled to such group in line with their seniority in such group.

(6.5) Ratio of Apprentices to Journeypersons

The number of new apprentices who may be enrolled shall be determined on the basis of the number of journeypersons employed for the program averaged over the preceding twelve (12) months. The ratio of apprentices in training to journeypersons should not exceed one (1) apprentice to eight (8) journeypersons. However, the Union agrees that local Management can establish a ratio of apprentices to journeypersons in excess of the one (1) to eight (8) ratio, but not to exceed a ratio of one (1) apprentice to five (5) journeypersons. Deviations below the one (1) to five (5) ratio may be agreed to by the Apprentice Committee. Favorable consideration will be given to requests for deviation below the one (1) to five (5) ratio in instances in which it is anticipated the impact of early retirement will create a workforce shortage. Disputes concerning such deviations or the enrolling of new apprentices at a time when

seniority journeypersons in the same classification are laid off due to a permanent reduction in force will be referred to the DDC-UAW Apprentice Committee for decision.

(6.6) Ratio - Reduction in Force

- (A) In the event of a reduction of force, the apprentices in excess of one (1) to eight (8) ratio will be laid off before any journeyperson in that trade is laid off. The ratio of apprentices in training to journeypersons will be based on the average number of journeypersons employed for the program computed on the last Monday of each of the twelve (12) preceding months. The average thus computed shall remain in force until a new computation is made on the last Monday of the next succeeding month. If during periods when journey persons are laid off, any monthly computation results in a ratio in excess of one (1) apprentice to eight (8) journey persons, such excess apprentices will be laid off by the end of the pay period during which the last Monday of the month falls except that a minimum of one apprentice may be retained in each trade.
- (B) In the event the reduction in force is due to unusual circumstances, including, but not confined to: a transfer or discontinuance of an operation, major technological developments, the elimination or consolidation of classifications, the discontinuance of a shift, or a drastic reduction in the level of work resulting in a heavy reduction in the skilled work force; Management, the Shop Committee and the Union members of the Apprentice Committee shall mutually agree to an acceptable layoff and recall plan. Such a layoff plan may provide for reducing the ratio below one (1) to eight (8), or for laying off all apprentices in a particular trade.

(6.7) Standard Work Week

- (A) To maintain the proper schedule for graduating apprentices, their standard work week, including time

spent in connection with related training, shall be forty (40) hours.

Apprentices will be asked to work overtime only after all journeypersons and in that respective trade and department on the shift have been offered to work overtime, consistent with the number of employees determined to be needed during the overtime period involved provided the apprentice has displayed sufficient skills to satisfactorily complete an assignment as defined in Article (6.10) the third full paragraph.

- (B) In case an apprentice is required to work overtime, credit shall be given on the term of apprenticeship for only the actual hours of work.
- (C) Upon graduation, an apprentice will be credited with the mean hours in the skilled trades equalization group to which they are assigned on the first Monday (Tuesday if Monday is a holiday) following the date of graduation. They will remain in their respective Apprentice Equalization group until such time, but will be considered low man in that group regardless of their overtime hours.

(6.8) Allowance - Tools, Books, Supplies

As soon as practicable after being placed in an apprentice group, the apprentice will be furnished an appropriate tool box and basic starter tool kit, which will become the property of the apprentice upon graduation. At the same time and also upon satisfactory completion of the first (1st) period of nine-hundred-sixteen (916) hours of work the apprentice will be paid an allowance of \$300.00 for the purchase of tools, books and supplies. Upon satisfactory completion of the second (2nd), third (3rd), fourth (4th), fifth (5th), sixth (6th) and seventh (7th) periods of nine-hundred-sixteen (916) hours of work in the apprentice program, the apprentice will be paid \$200.00 for the purchase of tools, books and supplies. The total allowance will not exceed \$1,500.00.

(6.9) Training Agreement and Certificate of Completion

Every apprentice shall be required to sign an Apprentice Training Agreement. A copy of the Apprentice Training Agreement shall be furnished to the Apprentice. The Apprentice Training Agreement shall be registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor.

Upon completion of apprenticeship, a certificate, a copy of which is contained in the Detroit Diesel-UAW Standard Apprentice Plan, shall be issued to the apprentice. The certificate shall be signed by Management and the Union Members of the Apprentice Committee. The Apprentice Committee will recommend to the Bureau of Apprenticeship and Training, U.S. Department of Labor, or to the state agency in those states where appropriate, that a certificate signifying completion of the apprenticeship be issued to the Apprentice. An apprentice must attempt (ex: Pipefitter/ Electrician – State of Michigan license) and satisfactorily pass required licensing or certification (ex: Air Conditioning/Boiler Operator - City of Detroit) within the next two (2) available testing sessions offered by City, State or Federal Agency's after related trades and shop training requirements have been satisfactorily fulfilled. Future licensing requirements may change during the effective dates of the Master Agreement. Failure to successfully pass any required licensing exam may affect employee eligibility to work on future projects or overtime assignments that require proper licensing.

Given the major investment related to apprentice training, each apprentice will be required to sign an agreement confirming the individual's commitment to remain employed with DDC for four (4) years following program completion.

This agreement will require the employee to reimburse DDC for the cost of apprenticeship training in accordance with the following schedule.

	Employee Leave within:	Reimbursement Amount
1)	0-1 year	=\$4,000
2)	1-2 years	=\$3,000
3)	2-3 years	=\$2,000
4)	3-4 years	=\$1,000

No reimbursement will be required after four (4) or more years.

This reimbursement is due upon voluntary termination to include retirement. Failure to make reimbursement could result in the company withholding the individuals final pay to include vacation and/or PAA as well as make withholding from pension checks (not to exceed \$200 or 10% of the net, whichever is lower, monthly) to the maximum of the amount owed.

(6.10) Apprentice Training Schedule

The present shop and related training schedules will remain in effect until replaced by revised schedules. The revised schedules will be adopted for those apprentices presently in the training program to the extent that they can be integrated into such revised programs without interfering with the progress of the apprentice. If plant requirements indicate deviation should be made in such shop or related training schedules, proposed changes must be referred to the DDC-UAW Apprentice Committee for consideration.

In order to gain knowledge and experience in their particular trade, apprentices are given the opportunity to work with the machinery and equipment pertinent to their trade. In addition, experienced journeymen are available for necessary advice and assistance, and will work with apprentices until they display sufficient skills to work by themselves.

Apprentices should be given job assignments based on acquired skills and experience, knowledge of the job and confidence in their abilities. At this point, when apprentices display sufficient skills to satisfactorily complete an assignment on their own, the apprentice should be assigned to such jobs. This decision, by the apprentice's supervisor, can be from direct observation of the apprentice's abilities while performing jobs or from discussion between the supervisor and the respective journeyman with whom the apprentice is working. In any event, Management will continue to assign apprentices pursuant to the provisions of the DDC-UAW Apprentice Plan and applicable

Master Agreement provisions and understandings according to the apprentice's skills and abilities.

In the event situations arise within specific apprentice classifications, for example significant shop or related training schedule changes, and it is recognized these specific changes involve all apprentices of a particular trade, Management is agreeable to arrange clarification meetings provided it is pertinent information for all apprentices concerned and the most practical method available to communicate the change.

(6.11) Training

- (A) Each apprentice shall be required during the period of this apprentice program, to complete a program of related and supplemental classroom instructions for a minimum of five-hundred-seventy-six (576) hours during a four-year training course, less the amount of related training for which credit was received pursuant to Article (6.3). Exceptions up to a maximum of six-hundred-seventy-two (672) hours may be jointly recommended for specific classifications by the Apprentice Committee.
- (B) Time spent by the apprentice in connection with related training shall not be considered time worked under this Agreement; nevertheless, time spent by the apprentice in taking required related training shall be paid for at the apprentice's straight time hourly rate.
- (C) Whether related training shall be conducted by Management or through a local educational institution, or otherwise, shall be determined by Management in light of prevailing circumstances in the community. Management will notify and discuss this matter with the local Apprentice Committee. However, the final determination will remain the responsibility of Management.
- (D) The Company agrees to pay, on behalf of apprentices covered by this Agreement, registration fees and/or

tuition required in connection with related training under the apprentice program as provided in Article (6.11)(A).

- (E) An accurate record shall be kept of the hours worked by each apprentice under the training program. These hours shall be recorded on appropriate forms. Where the basic work processes are subdivided on the uniform shop training schedules, a more detailed breakdown of hours conforming to such subdivisions, which do not change the uniform shop training schedules, may be developed by the Apprentice Committee.
- (F) Optional hours provided in each shop training schedule to be used as follows:
 - (1) To give additional training over and above the hours designated in the shop training schedule in those phases which would be most beneficial to the apprentice in acquiring journeyperson status.
 - (2) To give training in related phases of the trade not specifically designated in the shop training schedule but normally required of journeypersons.

(6.12) Apprentice - Shift Preference

- (A) Apprentices in skilled trades groups shall use their date of entry seniority in the group for application of shift preference.
- (B) New apprentices may be placed on any shift where a vacancy occurs.
- (C) Management reserves the right to retain an apprentice on a shift for the one-hundred-eighty (180) day probationary period.
- (D) Apprentices who are granted transfers to a preferred shift cannot make application for transfer to any other shift for a period of twelve (12) months.

- (E) Apprentices will not exercise shift preference during the related training semester if it would result in a conflict in the related training schedule of the apprentice exercising shift preference or the apprentice being displaced, as an example the employees not being able to continue the same related training course during different hours. It will be the responsibility of the apprentice initiating the shift preference change to furnish evidence in the form of a letter from the school that a conflict does not exist. If a conflict does exist, the shift transfer will be made at the conclusion of the related training semester. Any unusual situations will be subject to review by the Apprentice Committee to be resolved in line with the purpose of the shift preference procedure for apprentices.
- (F) Management must reserve the right to place an apprentice on other than his desired shift if it is found that he is delinquent in any phase of his shop training and/or related training. Upon completion of the area the apprentice is delinquent, he will return to his former shift; however, the apprentice's return to his former shift will not interfere with his related training semester. The Apprentice Committee will be advised of any such changes.

(6.13) Apprentice Wage Rates

- (A) Effective with the effective date of this Agreement, the straight time hourly wage rates (exclusive of Shift Premium) for Apprentices in the Bargaining Unit, who do not fall under the progression schedule stated in Article (9.2), shall be the rates set forth in the following Apprentice Rate schedule:

		Start Rate = Max Rate Minus 80%						
		Max	\$37.64	\$37.92	\$37.97	\$38.02	\$38.04	\$38.20
		Difference	\$7.53	\$7.58	\$7.59	\$7.60	\$7.61	\$7.64
		Add (+) 1/8 of Top Wage Difference	Boiler Opr Carp/Paint Pipefitter					
Training		Every	Tinsmith	Air Cond	Cut Grind	Mach Rpr	Insp T&D	Tool Bench
Period	Hours	1000 Hours	Truck Rpr	Instr Rpr	Mill/Weld	Mach	Tool Mach	Elect
1st	1000 Hours	Entry	\$30.11	\$30.34	\$30.38	\$30.42	\$30.43	\$30.56
2nd	1000 Hours	(+) 1/8 of Diff	\$31.05	\$31.28	\$31.32	\$31.37	\$31.38	\$31.52
3rd	1000 Hours	(+) 1/4 of Diff	\$31.99	\$32.23	\$32.27	\$32.32	\$32.33	\$32.47
4th	1000 Hours	(+) 3/8 of Diff	\$32.94	\$33.18	\$33.22	\$33.27	\$33.29	\$33.43
5th	1000 Hours	(+) 1/2 of Diff	\$33.88	\$34.13	\$34.17	\$34.22	\$34.24	\$34.38
6th	1000 Hours	(+) 5/8 of Diff	\$34.82	\$35.07	\$35.12	\$35.17	\$35.19	\$35.34
7th	1000 Hours	(+) 3/4 of Diff	\$35.76	\$36.02	\$36.07	\$36.12	\$36.14	\$36.29
8th	1000 Hours	(+) 7/8 of Diff	\$36.70	\$36.97	\$37.02	\$37.07	\$37.09	\$37.25

(B) Notwithstanding the foregoing provisions, a seniority employee transferred to apprentice training shall be transferred at the employee's current rate or the 1st period rate of the applicable schedule whichever is higher. The apprentice will be paid such rate until qualifying for a higher rate in accordance with the Apprentice Rate Schedule.

The above Apprentice Rate Schedule automatically provides for all increases in straight time hourly wage rates which are effective on the effective date of this Agreement. Straight time hourly wage rates for individual apprentices shall be determined only in accordance with the provisions of this Article (6.13).

(6.14) Sub-Contracting

(A) The Chairperson of the Shop Committee may request Industrial Relations to arrange a special conference to hear the skilled trades representative's views concerning problems in connection with work assignments of employees in skilled trades classifications and to discuss the matter. Such special conference will be attended by two (2) committeepersons representing employees in skilled trades classification, the Chairperson of the

Shop Committee, a representative of the Article of the Management organization in charge of the skilled trades activity involved, a representative of Labor Relations and another representative of the Management organization. The Regional Director of the International Union or their representative, upon request to the Labor Relations Staff, may attend the conference.

- (B) If the matter involves the appropriateness of the work assignment of employees in skilled trades classifications and is resolved, the settlement will be reduced to writing within seven (7) calendar days from the date of the settlement unless otherwise agreed to by the parties. If the matter is not resolved, the Union may reduce the matter to writing in a statement setting forth all the facts and circumstance surrounding the case and the position taken by the union. The statement will be presented to Management, within ten (10) working days of the special conference. Within five (5) working days thereafter, Management will prepare and give to the union a complete statement of the facts of the case and the reasons for the position taken. The Union may within thirty (30) days of such delivery forward the Union's statement and the Management's statement to the Regional Director of the International Union.
- (C) If in its judgment the matter warrants appeal, the International Union may within thirty (30) days of receipt of the statements, appeal the matter by written notice to the Manager of Human Resources of the Company.
- (D) The parties shall attempt to resolve the matter. If they are unable to resolve the case within three (3) months of the date of appeal to it or any mutual extension of said period, the case may be withdrawn without prejudice by the union members or may be appealed to the Impartial Arbitrator for final and binding decision. Upon the submission of a case to the Arbitrator, the parties will make an effort to

provide the Arbitrator with a jointly agreed upon set of specific criteria to guide their decision in each case.

- (E) Employees of an outside contractor will not be utilized in a plant covered by this Agreement to replace seniority employees on production assembly or manufacturing work, or fabrication of tools, dies, jigs and fixtures, normally and historically performed by them, when performance of such work involves the use of Company-owned machines, tools, or equipment maintained by Company employees.
 - (A) The foregoing shall not affect the right of the Company to continue arrangements currently in effect; nor shall it limit the fulfillment of normal warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.
- (G) It is the policy of the Company to fully utilize its seniority employees in maintenance skilled trades classifications in the performance of maintenance and construction work.
- (H) In all cases, except where time and circumstances prevent it, Management will hold advance discussion with and provide advance written notice to the Chairperson of the Shop Committee and the Shop Committeeperson or Shop Committeepersons whose zones include the maintenance activities, prior to letting a contract for the performance of maintenance and construction work. In this discussion Management is expected to review its plans or prospects for issuing a particular contract. The written notice will describe the nature, scope and approximate dates of the work to be performed and the reasons (equipment, workforce, etc.) why Management is contemplating contracting out the work. Further, this written notice will include the type and duration of warranty work.

- (I) At such times Management representatives are expected to afford the Union representatives an opportunity to comment on Management's plans and to give appropriate weight to those comments in the light of all attendant circumstances. When Journey person diemaking, toolmaking or engineering employees are on layoff or become laid off as a result of the plant's subcontracting work normally performed by them, Management will, except where time and circumstances prevent it, hold such advance discussions of contracts for the performance of major die construction work or major tooling construction programs of the type normally performed by such employees.

- (J) In no event shall any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the plant premises.

ARTICLE 7 TRANSFER AGREEMENT

(7.1) Primary Opening

Primary openings will be posted adjacent to the employee Seniority Boards in the plant on Thursday before 11:00 a.m. and applications may be submitted to the Hourly Personnel department up to 4:00 p.m. on the following Tuesday. Applications received after this time will be void and all applications filed during this period which are not acted upon will be automatically canceled as of the effective date of the filling of the openings.

- (A) Employees may make application for primary openings, on forms provided by management, specifying their choices in order of preference. Under this procedure employees may apply to transfer to another department within their respective classification, seniority permitting.
- (B) Applicants for primary openings will be selected on the basis of highest seniority at the close of the application period and given preference over new hires and lesser seniority employees who have applied pursuant to this procedure for the primary openings for which the employee has made application provided the employee is capable of doing the job. Capable is defined as the employee being able to step up to the job and perform the work with minimal instructions.

(7.2) Secondary Opening

Vacancies created by the filling of primary openings will be back filled by secondary applicants. If there are no secondary applications available, the vacancy will be filled by transfer without regard to seniority standing or by new hire. Openings resulting from the filling of secondary openings (tertiary openings) will be posted one (1) time as a Primary opening. If the opening remains vacant, it will be filled at the discretion

of Management through promotion, transfers without regard to seniority standing or by new hire.

- (A) Employees may make application for secondary openings, on forms provided by management, specifying up to six (6) classifications other than their current classification or other departments within their current classification (but outside their current EOT group) in priority order. When employees desire to transfer to another classification that appears in several departments, employees may designate a specific department on the application and will only be considered for that classification in the department so designated.

Skilled trades employees may file secondary application within their classification specifying up to three (3) assignments in priority order. Skilled Trade Leaders will not be filled under this provision and will only be posted as a primary opening.

- (B) The period for submitting secondary applications will run concurrent with that of the primary opening application period.
- (C) Applicants for secondary openings will be selected on the basis of highest seniority at the close of the application period and given preference over new hires and lesser seniority employees who have applied pursuant to this procedure for secondary openings for which the employee has made application provided the employee is capable of doing the job. Capable is defined as the employee being able to step up to the job and perform it in a timely manner with minimum instructions.
- (D) Secondary applications received after the application period will be void and all applications filed during this period which are not acted upon will be automatically canceled as of the effective date of the filling of the openings.

(7.3) Cancellation of Application

It is understood that employees desiring to change or cancel their application must do so prior to the close of the application period, 4:00 p.m. on Tuesday. Employees selected from the valid applications on file at the end of the application period will be automatically transferred, seniority permitting. Cancellations or changes to the application must be made at the Hourly Personnel department.

(7.4) Seniority Rights

Any employee transferred under this procedure will acquire seniority immediately, except in the case as provided in Article (4.12)(C) of the Seniority Agreement.

(7.5) Applicability of Procedure

When an employee is transferred under the primary or secondary procedures of this agreement, or by mutual Union and Management agreement under the provisions of this agreement, such employee is precluded from further transfer under this agreement for eighteen (18) months after the close of the application period. A seniority employee who has been excessed from their classification will have the twelve (12) month posting rule Article (7.5) waived and will be able to post for an opening after the effective date of the excess to the new classification. The posting procedure shall not apply in regard to temporary vacancies occasioned by vacation (including the hiring of temporary summer employees), absenteeism, informal leaves, temporary production increases or production difficulties. It shall also not apply in regard to filling vacancies in a reduction in force or recall pursuant to the provisions of the Seniority Agreement.

Any employee on temporary recall will not be eligible to post for an opening until they placed by seniority into a permanent opening.

(7.6) New Work

When new work comes into the plant an initial quantity of requisitions will be posted in advance of the scheduled start of production for training, orientation and qualification of equipment purposes. Selected employees will remain in their home department until the parties mutually agree to transfer employees to new department/classification, or in any event no later than 90 days from the date of the initial posting.

When selected employees are transferred to their new department/classification their opening will be posted as a primary under the Transfer Agreement.

The twelve (12) month limit on transfers will be waived for the initial posting of the new work only. Employees selected and transferred on a new work posting will be restricted from posting for an opening for twelve (12) months after the start of production, including other new work unless otherwise agreed upon.

(7.7) Definition of Postable Opening

The parties have had extensive discussions regarding when a vacancy is considered an opening which is postable under this procedure. The parties have agreed on the following criteria:

- (A) An opening would be posted if it results in additional headcount within the affected classifications.
- (B) An opening would be posted if it results in the headcount in the affected classification remaining the same;
- (C) If the classification affected is reducing headcount by absorbing an attritional vacancy the DDC Seniority Agreement will take precedent. Problems arising under this paragraph will be discussed and resolved by the parties.

(7.8) Effective Date

Any employee selected for transfer under this procedure will be physically moved effective by the 3rd Monday after the close of the particular application period, at which time seniority in the new classification will be established, except in the case as provided in Article (4.12)(C) of the Seniority Agreement or as otherwise agreed upon.

(7.9) General Provisions Relating to Transfers

- (A) Records Of Salary Employees Returning To Bargaining Unit.

In the case of employees returning to bargaining unit covered jobs from non-supervisory salaried jobs, their Hourly Personnel Record will reflect the employee's employment history while previously assigned to jobs covered by the bargaining unit including the last job held.

- (B) Rate Of Classification Change Notices

Employees will be provided a copy of the notification of rate or classification change, and will include the reason for the change.

- (C) Temporary Rate Change

A copy of the "Temporary Rate Change Notification" (day rate slip) will be provided to the employee in all instances upon request.

- (D) Temporary Classification and Shift Transfers

Employees will not be transferred into a higher rated job against their will **except** in those instances where no other qualified employees are immediately available or in cases of emergency. Every effort will be made to minimize such assignments.

- (1) In those cases where an employee is required to perform work which falls within a higher rated

classification the employee will be classified accordingly or paid the appropriate rate for such work under Article (9) Wages.

- (2) In situations, other than those covered by the Temporary Layoff provisions of the Seniority Section, where Management determines that an employee must be reassigned to another job outside the employee's department and equalization of overtime hours group, except in emergencies, employees capable of doing the work in the group affected will be afforded the opportunity for such assignments by seniority. If no employees desire this opportunity the least seniority capable employee in the group affected will be assigned provided there are other employees in the group capable of doing the work of the reassigned employee(s). The above provisions do not apply to employees during their first thirty (30) days of employment.
- (3) Management will not condone circumventing the Agreement by "day rating" employees for prolonged periods of time.

In the event it is found that seniority employees are needed on any shift other than the one on which they are working, such employees will work on the shift on which they are needed provided qualified lesser seniority employees are not available.

Such assignments will be for no longer than thirty (30) days; after which the employees will return to their former shift. Such employees will not be transferred again for a period of six (6) months but rather the next lowest seniority employee in the group will be selected.

(E) Applications Returned To Employees

Employees who file applications under the established transfer procedure will continue to be given a dated, signed copy of the application for their records.

(F) Advance Notice To Employees

Except in the case of an unusual situation, affected employees at work will be notified on their scheduled shift on Thursday prior to the effective date of any change in status, including layoffs, pursuant to the provisions of the Local Seniority, Shift Preference, and Transfer Agreements.

For shift preference transfers only, employees that are at work and not notified by the end of their scheduled shift on Thursday may have their transfer delayed by one (1) week.

(G) Transfer Delays

It is not Management's intent to unduly delay employees from transferring under the various transfer provisions of the labor agreement. If employee's transfer is delayed, employee should be afforded overtime rights in the new department.

(H) 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.

ARTICLE 8
TIME OFF & VACATION

(8.1) Leaves of Absence

(A) 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 approval 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.

(B) Formal Leave of Absence for Personal Reasons

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 (90) days on approval of the Local Management when the services of the employee are not immediately required and there are employees available in the plant capable of doing their work. A formal leave of absence may be granted under the foregoing conditions for not more than one-hundred-fifty (150) days provided that the employee does not work in any occupation for their own gain during the leave of absence unless mutually agreed by the Company and the Union. A formal leave of absence may be granted under the foregoing conditions for a period exceeding one-hundred-fifty (150) days but not to exceed one-hundred-eighty (180) days if required for the purpose of traveling to a foreign country.

(1) Such leaves of absence may be extended with the approval of the Manager of the Plant or their representative. Seniority will accumulate during the period of formal leave of absence. Such formal leaves of absence will not be granted an employee who is laid off, and will not be extended if the

employee would have been laid off had they been working during this leave.

- (2) Subject to the provisions of Article (8.1)(B) and (8.1)(B)(2), a formal leave of absence may be granted to an employee for service in the Peace Corps, and, if circumstances require, the duration of the original leave may be for a period up to thirty (30) months.

(8.2) Sick Leave of Absence

Any employee who is known to be ill supported by satisfactory evidence, will be granted sick leave automatically for the period of continuing disability. Except as otherwise provided in

Article (8.9)(C), seniority of such employees shall accumulate during sick leave and shall be broken, figured from the date the sick leave started, on the same basis as provided in

Article (4.14)(E) for laid off employees breaking seniority. Not later than ten (10) days prior to such loss of seniority, Management will send a letter to the employee's last known address as shown on the Company records reminding the employee of the fact that seniority is subject to being broken as provided above. A copy of such letter will be furnished promptly to the Chairperson of the Shop Committee. However, failure through oversight to send the letter to the employee or furnish a copy to the Chairperson of the Shop Committee will not be the basis for any claim.

- (A) Temporary employees without seniority shall not receive credit for time off sick toward the days of employment required to acquire seniority, except as provided in Article (8.2)(B), and in no case shall a temporary employee's name be placed on the seniority list while away from work on sick leave.
- (B) In compensable injury and legal occupational disease cases, sick leave will be granted automatically and seniority will accumulate for the full period of legal temporary disability. Temporary employees disabled by

compensable injury or legal occupational disease shall be given credit for the period of such disability toward acquiring seniority.

(8.3) Leave of Absence for Union Activity

Any employee elected to a permanent office in, or as a delegate to, any labor activity necessitating a leave of absence, shall be granted such leave for a minimum of the first half or the second half of the shift and not to exceed one (1) year and shall, at the end of the term in the first instance, or at the end of the mission in the second instance, be guaranteed reemployment if there is sufficient work for which the employee is in line at the then current rate of pay. Written notice for such leaves, giving the length of leave, shall be given the Management as far in advance as possible but in no event later than the day prior to the day such leave is to become effective. Seniority will accumulate during the period of such leaves.

(A) Leaves of absence may be granted to employees for other Union activities and seniority shall accumulate during such leaves. Such leaves will be granted only when requests are made in writing to the Manager of Human Resources by the Regional Director of the International Union who handles matters under this Agreement.

(8.4) Leave of Absence for Public Office

Any employee with seniority elected to public office may make written application for a leave of absence for the period of their first term of active service in such elective office. Additional leaves of absence for service in elective public office may be granted at the option of local Management upon written application by the employee.

(A) Any employee with seniority who is appointed to a position as administrative assistant in a Congressional or Senatorial office, or to an Administrative position in a State Agency, or as a Labor Representative on a Community Agency, or to a non-civil service governmental position

which is not generally available to an applicant for employment, or as a full time officer in a credit union, may make written application for a leave of absence for the period of active service in such position, not to exceed one (1) year. Such leave may be renewed at the option of Local Management upon written application by the employee.

- (B) Any employee granted a leave of absence under Article (8.4) or (8.4)(A), shall be guaranteed reemployment, at the then current rate of pay, if there is sufficient work available which said employee is capable of doing and to which they may be entitled on the basis of seniority. Seniority will accumulate during the period of such leaves.

(8.5) Leave of Absence for Military Service

- (A) 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 subject to the conditions herein. Upon submission of satisfactory proof of pending induction for active service, the employee may arrange for the leave to begin up to thirty (30) days prior to the induction date. The leave shall not exceed the term of the initial enlistment and one (1) consecutive re-enlistment. In no event will the period of such leave exceed a total of eight (8) years, except when additional service is involuntary. Seniority will accumulate during the period of such leave. Upon termination of such leave, the employee shall be offered re-employment in their previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event they will be offered such employment in line with seniority as may be available which the employee is capable of doing at the current rate of pay for such work, provided they meet the following requirements:

- (1) Has not been dishonorably discharged.

- (2) Is physically able to do the work and can perform the essential functions of the work with or without accommodation unless that accommodation would pose an undue hardship in the operation of the business.
 - (3) Reports for work within ninety (90) days of the date of such discharge, or ninety days after hospitalization continuing after discharge.
- (B) The seniority of any employee who fails to report for work within the times specified in Article (8.5)(A)(3) shall be automatically broken, unless the employee gives a satisfactory reason for such failure to report.
- (C) As used in this Article, “Armed Forces of the United States” is defined as and limited to the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard, Air National Guard or any reserve component thereof.
- (D) Any employee with seniority who is a spouse of an employee who enters active duty service in the Armed Forces of the United States and who obtains a leave of absence in accordance with Article (8.5)(A), may make written application to the Personnel Department for a leave of absence for the period of the employee’s initial enlistment but in no event to exceed four (4) years. Such leaves may be granted by Management and will be subject to the conditions set forth in Article (8.9). Seniority will accumulate during the period of such leaves. An employee may also request to take the one (1) week prior to or after an approved Leave of Absence for Military Service as a personal leave of absence under the provisions of Article (8.1) (A).

(8.6) Active Duty Military Short Term

An employee with six (6) or more months’ time of service and who has obtained seniority in the plant who is called to and performs short-term active duty of thirty (30) days or less,

including annual active duty for training, as a member of the United States Armed Forces Reserve or National Guard, shall be paid as provided below for days spent performing such duty provided the employee would not otherwise be on layoff or leave of absence.

At the option of the employee, pay received during any calendar year under this Article (8.6) shall be computed under either, but not both, of the following subsections:

- (A) A payment of ten dollars (\$10) will be made for each day, including Saturdays and Sundays, and holidays for which the employee is ineligible for holiday pay, but not for a day for which the employee receives any other pay from the Company. Except for short term active duty of thirty (30) days or less performed by employees called to active service in the National guard by state or federal authorities in case of public emergency, payment under this subsection (a) is limited to a maximum of fourteen (14) days in a calendar, year; or
- (B) A payment will be made for each day, except for a day for which the employee receives holiday pay, which the employee would otherwise have worked equal to the amount by which the employee's straight time rate of pay as of the last day worked plus applicable night shift premium (but not including overtime) for not more than eight (8) hours, exceeds the military earnings for that day including all allowances except for rations, subsistence and travel. Except for short term active duty of thirty (30) days or less performed by employees called to active service in the National Guard by state or federal authorities in case of public emergency, payment under this subsection (b) is limited to the minimum requirement of days to maintain reserve status up to a maximum of fifteen (15) working days in a calendar year.

In order to receive payment under this Article (8.6), an employee must give local Management prior notice of such military duty

and, upon his return to work, furnish Management with a statement of the military pay received for performing such duty.

(8.7) Educational Leave of Absence

Employee veterans who have acquired seniority and other employees with seniority of one (1) or more years who desire to further their education, may make application for a leave of absence for that purpose.

One continuous leave of absence for such education will be granted to eligible employees for a period not to exceed twelve (12) months, subject to the conditions set forth in Article (8.9) of this Agreement. Additional leaves of absence may be granted, at the option of Management. Except as otherwise provided in Article (8.9)(C), seniority shall accumulate during such leaves of absence.

(8.8) Family Medical Leave Act (FMLA)

Family Medical Leave Act (FMLA) enables an eligible employee to take unpaid leaves for a period of up to twelve (12) weeks per calendar year for certain federally regulated life altering events. To be eligible, an employee must have one (1) year of seniority, and have worked at least 1250 hours during the year preceding the leave. Applications containing other regulated requirements are available at Hourly Personnel.

(8.9) Conditions Under Which Leaves Of Absences Are Granted

All of the above leaves of absence including sick leaves are granted subject to the following conditions:

- (A) Any employee on leave may return to work in line with seniority before the expiration of the leave providing not less than seven (7) days notice is given to Management. The return within the seven (7) day period is at the option of Management. Any employee who fails to return to work in accordance with the notice as given shall be

considered as having voluntarily quit unless there is a satisfactory reason.

- (B) Any employee who fails to report for work within three working days after the date of expiration of the leave, shall be considered as having voluntarily quit unless for a satisfactory reason; provided, however, that in the case of failure to report for work within three working days after the expiration of leaves of absence granted under Article (8.1)(B), (8.1)(B)(1), (8.3), (8.3)(A), (8.4), (8.4)(A) and (8.7) and in the case of leaves of absence granted under Article (8.2) where Management has refused to grant a requested-renewal of the leave, Management will send clear written notification to the employee's last known address as shown on the Company records, that seniority has been broken and that it can be reinstated, if, within three (3) specified working days after delivery or attempted delivery of such notice, the employee reports for work or properly notifies Management of absence. A copy of such Management notification will be furnished promptly to the Chairperson of the Shop Committee. If the employee complies with the conditions set forth in the notification, seniority will be reinstated if it has not otherwise been broken; however, such reinstatement shall not be construed as limiting the application to the case of the Shop Rule regarding absence without reasonable cause.
- (C) If upon the expiration of a leave of absence there is no work available for the employee in line with seniority, or if the employee would otherwise have been subject to layoff according to seniority during the period of the leave, the period which breaks seniority shall start from the date of expiration of the leave, or in the case of a leave of absence under Article (8.2) or Article (8.7), the period which breaks seniority shall start from the date the employee would otherwise have been laid off.

- (D) An approved copy of any written leave of absence granted under the Leaves of Absence Article will be furnished to the employee.

(8.10) Vacation Time Off Procedure

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.

- (A) The period of application for vacation time off will be March of each year. Applications will be made on a three (3) part form. When the application is given to the supervisor by the employee, the supervisor will sign for receipt of the same and immediately return one copy to the employee. Each employee will be given a written disposition of the request by the following May 1st, or the allowable vacation time off will be granted to the employee providing that employee is in the same seniority division as the employee was at the time the application was made. Employees not in the same seniority division and not given a written disposition of their application for vacation time off by May 1st will be handled on an individual basis. The form and all procedures of application detailed in Article (8.10) of this Agreement will apply.
- (B) 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 served basis for the remaining vacation time off vacancies. In no case, however, will such applications be given preference over an application filed during formal application period. In such cases, the employee will be advised of the status of the application as soon as possible, but in any event within fifteen (15) days after the application is submitted, but not prior to

May 1st. Furthermore, special consideration will be given to permitting employees going hunting to be off during the rifle deer hunting season. Employees applying for mid-week vacations will be given equal consideration, in accordance with the provisions of Article (8.10) of this Agreement. Employees requesting one (1) continuous week or more of vacation time off must submit the request a minimum of two (2) weeks prior to the start of the requested period of vacation time off.

- (C) Employees that have vacation and/or PAA balance at the end of the calendar year may use such vacation/PAA during the workweek in which the calendar year ends. Time used during this week must be scheduled and pre-approved in advance.

(8.11) Vacation Shutdown

A shutdown vacation week will be scheduled annually. Employees will be notified of the shutdown week at the beginning of the vacation application period which will be posted by the first Monday in March. The week will be scheduled on or after the fourth Monday in June and before Labor Day and not be canceled unless unforeseen circumstances preclude the plant from shutting down at that time. The Union will be advised of such cancellation forty-five (45) days prior to the cancellation or sooner if circumstances permit.

- (A) It is recognized by the parties that due to the nature of the business, a limited number of employees will be scheduled to perform critical functions. These include processing an emergency customer order, specific maintenance projects which are better performed when the plant is not in operation, required facility maintenance, etc.

The method of staffing these functions will be:

- (1) Volunteers from the department, classification and shift working;

- (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 will be scheduled to work;
 - (4) Employees required to work due to these functions during the vacation shutdown period will be notified no later than thirty (30) days prior to the shutdown. The Union will be advised of workforce requirements prior to employee notification.
 - (5) An employee who suffers a financial loss of a deposit on a vacation due to Management requiring the employee to work will be reimbursed for the unrecoverable part of that deposit provided verifiable substantiation of that loss is provided.
- (B) It is understood between the parties that this shutdown vacation period is not a period of layoff and that SUB and UC would not be paid. During a Vacation Shutdown period, affected employees are required to use eight (8) hours of Vacation or Banked Holiday Benefit per day to cover the time off.
- (C) Employees will also be scheduled for up to five (5) mandatory unpaid company shutdown days per person, per calendar year, at any time. The company will attempt to schedule the unpaid down days adjacent to weekends. Employees may cover the unpaid day with vacation or PAA if available, upon request, but the day will still be considered one (1) of the five (5) mandatory shutdown days. These five (5) days may be scheduled by individual, department or shift. It is understood between the parties that these five (5) mandatory unpaid company shutdown days are not subject to the benefits of short work week provision. Mandatory Saturday overtime will not be scheduled during any work week a mandatory departmental or shift shutdown day is utilized in the

respective department unless otherwise scheduled by mutual agreement. Mandatory shutdown days will be limited to one (1) day per pay period.

(8.12) Advance Vacation Pay

An employee who has at least one (1) year seniority as of their last vacation pay eligibility date may apply for vacation pay allowance in eight (8) (four (4) hours if that is all that is remaining) 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. Such allowance will be calculated on the basis of the employee's rate of pay, plus the attached night shift premium, not including overtime as of the employee's last day worked prior to the approved vacation time off period provided:

- (A) the employee has an approved vacation time off application pursuant to Article (8.10),
- (B) the employee has qualified for the percentage of vacation pay allowance consistent with the time off request in the vacation eligibility year.
- (C) the employee makes application for the vacation pay allowance prior to the approved vacation time off period, and
- (D) the employee takes the vacation time off.

(8.13) Bereavement Pay

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 (excluding Saturdays, Sundays and holidays) immediately following the date of death. When a death of a family member occurs defined as immediate below, the employee, on request, will be excused for any of the first five (5) normally scheduled working days (excluding Saturdays, Sundays and holidays) immediately following the

date of death. The immediate family for purposes of this Article (8.13) is defined as including the employee's:

Immediate Family Members

Spouse
Parent
Child
Step-Parent
Step-Child
Brother
Step-Brother
Spouse
Half-Brother
Sister
Step-Sister
Half-Sister

Eligible Family Members

Brother/Sister in law
Son/Daughter in law
Grandparent
Great Grandparent
Grandchild
Current Spouses' Parent
Current Spouses' step-Parent
Current spouses' grandparent

* Employees will be eligible to apply for one (1) day paid bereavement benefit when the death of an Aunt/Uncle, Step Grandparent or Step Grandchild 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 (8.1) (A) in combination with the three (3) day paid bereavement benefit.

(A) In the event a member of the employee's immediate family as above defined dies while in the active service of the Armed Forces of the United States, the employee may, should the funeral be delayed, have the excused absence from work delayed until the period of three normally scheduled working days which includes the date of the funeral. In the event the body of a member of the employee's immediate family as above defined is not buried in continental North America solely because the cause of death has physically destroyed the body or the body is donated to an accredited North American hospital or medical center for research purposes, the requirement that the employee attend the funeral will be waived.

In the case of an employee who is granted a leave of absence due to the illness of a member of their immediate family, as above defined, and such family member dies within the first seven (7) calendar days of the leave, the requirement that the employee otherwise be scheduled to work will be waived.

- (B) An employee excused from work under this Article (8.13) shall, after making written application and submitting proof, receive the amount of wages they would have earned by working during straight time hours on such scheduled days of work for which they are excused (excluding Saturdays, Sundays and holidays, or, in the case of employees working in necessary continuous seven (7)-day operations, the sixth (6th) and seventh (7th) work days of the employee's scheduled working week and holidays).

Payment shall be made at the employee's rate of pay plus the attached shift premium if applicable, but not including overtime premium, as of the last day worked. Time thus paid will not be counted as hours worked for purposes of overtime.

(8.14) Holiday Pay

Employees shall be paid for specified holidays and the holidays in each of the Christmas holiday periods as provided hereinafter.

1st Year

May 30, 2022

July 4, 2022

September 5, 2022

November 11, 2022

November 24, 2022

November 25, 2022

December 26, 2022

December 27, 2022

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving Day

<u>December 28, 2022</u>	<u>Christmas Holiday</u>
<u>December 29, 2022</u>	
<u>December 30, 2022</u>	
<u>January 2, 2023</u>	
<u>January 16, 2023</u>	<u>Martin Luther King Day</u>
<u>April 7, 2023</u>	<u>Good Friday</u>

2nd Year

<u>May 29, 2023</u>	<u>Memorial Day</u>
<u>July 3, 2023</u>	<u>Floating Holiday</u>
<u>July 4, 2023</u>	<u>Independence Day</u>
<u>September 4, 2023</u>	<u>Labor Day</u>
<u>November 10, 2023</u>	<u>Veteran's Day</u>
<u>November 23, 2023</u>	<u>Thanksgiving Day</u>
<u>November 24, 2023</u>	<u>Day after Thanksgiving Day</u>
<u>December 25, 2023</u>	
<u>December 26, 2023</u>	
<u>December 27, 2023</u>	<u>Christmas Holiday</u>
<u>December 28, 2023</u>	
<u>December 29, 2023</u>	
<u>January 1, 2024</u>	<u>New Year's Day</u>
<u>January 15, 2024</u>	<u>Martin Luther King Day</u>
<u>March 29, 2024</u>	<u>Good Friday</u>

3rd Year

<u>May 27, 2024</u>	<u>Memorial Day</u>
<u>July 4, 2024</u>	<u>Independence Day</u>
<u>July 5, 2024</u>	<u>Floating Holiday</u>
<u>September 2, 2024</u>	<u>Labor Day</u>
<u>November 11, 2024</u>	<u>Veteran's Day</u>
<u>November 28, 2024</u>	<u>Thanksgiving Day</u>
<u>November 29, 2024</u>	<u>Day after Thanksgiving Day</u>
<u>December 24, 2024</u>	
<u>December 25, 2024</u>	<u>Christmas Holiday</u>
<u>December 26, 2024</u>	

December 27, 2024
December 30, 2024
December 31, 2024

January 1, 2025
January 20, 2025
April 18, 2025

New Year's Day
Martin Luther King Day
Good Friday

4th Year

May 26, 2025
July 4, 2025
September 1, 2025
November 11, 2025
November 27, 2025
November 28, 2025
December 25, 2025
December 26, 2025
December 29, 2025
December 23, 2025
December 31, 2025

January 1, 2026
January 2, 2026
January 19, 2026
April 3, 2026

Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day

Christmas Holiday

New Year's Day
Martin Luther King Day
Good Friday

5th Year

May 25, 2026
July 3, 2026
September 7, 2026
November 11, 2026
November 26, 2026
November 27, 2026
December 24, 2026
December 25, 2026
December 28, 2026
December 29, 2026
December 30, 2026

Memorial Day
Floating Holiday
Labor Day
Veteran's Day
Thanksgiving
Day after Thanksgiving Day

Christmas Holiday

December 31, 2026

January 1, 2027

January 18, 2027

March 26, 2027

New Year's Day

Martin Luther King Day

Good Friday

6th Year

May 31, 2027

July 5, 2027

September 6, 2027

November 11, 2027

November 25, 2027

November 26, 2027

December 24, 2027

December 27, 2027

December 28, 2027

December 29, 2027

December 30, 2027

December 31, 2027

January 17, 2028

Memorial Day

Floating Holiday

Labor Day

Veteran's Day

Thanksgiving

Day after Thanksgiving Day

Christmas Holiday

Martin Luther King Day

providing they meet all of the following eligibility rules unless otherwise provided herein:

- (1) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and
- (2) The employee must have worked the last scheduled work day prior to and the next scheduled work day after each specified holiday within the employee's scheduled work week. For each Christmas holiday period, the employee must have worked the last scheduled work day prior to each holiday period and the next scheduled work day after each holiday period.

Each of the designated days in the Christmas holiday period shall be a holiday for purposes of this Holiday Pay Section.

- (A) Failure to work either the last scheduled work day prior to or the next scheduled work day after each Christmas holiday period will disqualify the employee for pay for the two (2) holidays in the Christmas holiday period which follow or precede such scheduled work day.
- (B) An employee who retires as of January 1, and who is otherwise eligible for holiday pay for those holidays falling in the Christmas holiday period up to and including December 31, will receive holiday pay for such holidays.

(8.15) Holiday Payments

Employees eligible under these provisions shall receive eight hours pay for each of the holidays specified in Article (8.14), computed at their regular straight time hourly rate exclusive of overtime premium.

- (A) For holidays specified in Article (8.14), an eligible employee shall have the night shift premium rate which attached to the straight time hours on the last straight time day worked preceding the holiday, or for hours worked on the holiday, included in the computation of holiday pay paid pursuant to Article (8.15).
- (B) An employee whose work is in necessary continuous seven (7)-day operations as covered by Article (11.5) of this Master Agreement shall receive holiday pay and they meet the other eligibility requirements of this Holiday Pay Article; provided, however, that such employee shall not receive holiday pay if scheduled to work on such day off and is absent from scheduled work on such holiday without reasonable cause acceptable to Management.
- (C) An employee who works a minimum of eight (8) hours on a designated holiday will be eligible for adding to the next year's entitlement if they are requested properly at the time clock in timely manner as described in this article.

Qualifying credits under this article will not be available for use as a benefit until one (1) week following the associated holiday.

(8.16) Layoff or Recall Pay Qualifications

A seniority employee who has been laid off in a reduction of force (except as provided below), or who has gone on sick leave, or on leave of absence for military service, during the work week prior to or during the week in which the holiday falls, shall receive pay for such holiday.

- (A) A seniority employee who works in the fourth (4th) work week prior to the week in which the Christmas Holiday Period begins, and who is laid off in a reduction in force during that week, or a seniority employee who is laid off in a reduction in force during the first (1st), second (2nd) or third (3rd) work week prior to or during the work week in which the Christmas Holiday Period begins, shall, if otherwise eligible, receive pay for each of the holidays in the Christmas Holiday Period providing such employee worked the last scheduled work day prior to such layoff.
- (B) A seniority employee who works in the fifth (5th), sixth (6th), or seventh (7th) work week prior to the week in which the Christmas Holiday Period begins, and who is laid off in a reduction in force during that week, shall, if otherwise eligible, receive pay for one-half of the holidays falling during such Christmas Holiday period providing such employee worked the last scheduled work day prior to such layoff.
- (C) When a holiday, specified above, falls within an eligible employee's approved vacation period or during a period in which they receive jury duty pay pursuant to Article (8.17) of this Agreement, and is absent from work during the regularly scheduled work week because of such vacation or jury duty, shall be paid for such holiday.

- (D) When an eligible employee is on an approved leave of absence and returns to work following the holiday but during the week in which the holiday falls, shall be eligible for pay for that holiday. An eligible employee whose leave of absence terminates during the Christmas Holiday Period, and who reports for work on the next scheduled work day after the Christmas Holiday Period, will be eligible for holiday pay beginning with the first holiday the employee would otherwise have worked and each holiday thereafter in the Christmas Holiday Period.
- (E) Employees not working in necessary continuous seven-day operations who may be requested to work on a holiday and have accepted such holiday work assignment and then fail to report for and perform such work, without reasonable cause, shall not receive holiday pay under this Holiday Pay Article.
- (F) When any of the above-enumerated holidays falls on Sunday and the day following is observed as the holiday by the State or Federal Government, the day of observance shall be considered as the holiday under the provisions of this Holiday Pay Article.
- (G) It is the purpose of the Holiday Pay Provisions in Article (8.14) through (8.16)(F) of this Agreement to enable eligible employees to enjoy the specified holidays with full straight time pay. If, with respect to a week included in the Christmas Holiday Period, an employee supplements the Holiday Pay by claiming and receiving an unemployment compensation benefit, or claims and receives waiting period credit, to which they would not have been entitled if the Holiday Pay had been treated as remuneration for the week, the employee shall be obligated to pay to the Company the lesser of the following amounts:
 - (1) an amount equal to Holiday Pay for the week in question or,

- (2) an amount equal to either the unemployment compensation paid for such week or the unemployment compensation which would have been paid for such week if it had not been a waiting period.

The Company will deduct from earnings subsequently due and payable the amount which the employee is obligated to pay as provided above.

(8.17) Jury Duty Pay

An employee at Detroit Diesel Corporation who is summoned and reports for jury duty (including coroner's juries), as prescribed by applicable law, or who reports for pre-jury duty examination required by the court or administrative governmental agency, shall be paid by the Company an amount equal to the difference between the amount of wages (including night shift premium) the employee otherwise would have earned by working during straight-time hours for the Company on that day and the daily jury duty fee paid by the court or agency (not including travel allowances or reimbursement of expenses), for the day on which they report for pre-jury duty examination, and for each day on which they report for or performs jury duty and on which would otherwise have been scheduled to work for the Company.

- (A) In order to receive payment, employees must give local Management prior notice that they have been directed to report for pre-jury duty examination or have been summoned for jury duty and must furnish satisfactory evidence that they reported for such examination or reported for or performed jury duty on the days for which they claim such payment. The provisions of this Article (8.15) are not applicable to an employee who, without being summoned, volunteers for jury duty.

(8.18) Paid Absence Allowance Pay

See No Fault Attendance Policy.

Employees who seek advance approval may generally use PAA time at any time provided their services are not immediately required.

(8.19) Vacation Pay Allowances

In lieu of vacation with pay, the vacation pay allowance provisions of this Article shall apply during the term of this Agreement.

- (A) Eligibility dates for vacation pay allowances and paid absence allowances shall be established, except as provided in Article (8.19)(B) as follows:
 - (1) All employees shall have December 31 as their annual vacation pay allowance and paid absence allowance eligibility date.
- (B) A seniority employee who, as of the effective date of this Agreement, has an annual eligibility date, and an employee who establishes an annual eligibility date in accordance with Article (8.19)(A)(1) of this Agreement, shall retain such eligibility date unchanged until it is canceled as a result of their seniority being broken for any reason.
- (C) An employee shall become eligible for a vacation pay allowance and a paid absence allowance credit, provided they have at least one (1) year's seniority as of their first eligibility date occurring after the effective date of this Agreement and has worked during at least thirteen (13) pay periods during their eligibility year. For the purpose of this Vacation Pay Allowances Article only, a pay period during which an employee qualifies for pay pursuant to Article (8.19)(H), Article (8.14) through (8.16)(F) for holidays falling with the Christmas Holiday Period, Article (8.17) or Article (8.6), or for days falling within the plant vacation shutdown week, shall be counted as a pay period worked.

- (D) 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.
- (E) 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 <u>six (6)</u> years	<u>80</u>	56
<u>Six (6)</u> but less than fifteen (15) years	<u>120</u>	56
Fifteen (15) but less than twenty (20) years	160	56
Twenty (20) or more years	200	56

*If an employee has any unused PAA/occurrences at the end of any year, an additional \$130 per full or partial day ending balance will be paid in accordance with Article (8.19)(Q).

- (F) An eligible employee shall be entitled to a percentage of the full vacation pay allowance and paid absence allowance credit shown in Article (8.19)(E) 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 and Full Paid Absence Allowance 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

- (G) Vacation pay allowance in each year shall be calculated on the basis of the employee's rate of pay plus the attached night shift premium but not including overtime premium, as of the last day worked prior to the eligibility date or the last day worked prior to the following date, whichever produces the higher rate:

October 15 - for an employee with December 31 eligibility date

- (1) An employee whose seniority at Detroit Diesel Corporation is broken before their next eligibility date, shall be paid the unused portion, if any, of their vacation pay allowance in accordance with Article (8.19)(F).
- (H) An eligible employee may use their paid absence allowance credit during the eligibility year following the date such paid absence allowance is credited. Paid absence allowance will be used in eight (8) hour increments provided the absence from work is for excused illness (when not receiving Sickness and Accident Insurance benefits), or personal business, or a leave of absence for vacation purposes.
- (I) Paid absence allowance shall be calculated on the basis of the employee's rate of pay plus the attached night shift

premium, but not including overtime premium, as of their last day worked.

- (1) Employees whose seniority at Detroit Diesel Corporation is broken before their next eligibility date, shall be paid the unused portion, if any, of their paid absence allowance credit in accordance with Article (8.19)(F).
 - (2) In the case of an employee who dies, the unused portion, if any, of their paid absence allowance credit shall be paid to their duly appointed legal representative, if there is one, and, if not, to the spouse, parents, children, or other relative or dependents of such person as the Company in its discretion may determine. Such payment shall be calculated at the rate established in accordance with Article (8.19)(F).
 - (3) An eligible employee who, at the time of their next eligibility date, has not used their entire paid absence allowance credit shall, in lieu of excused absence, be paid the unused portion at the rate established in accordance with Article (8.19)(F).
- (J) Notwithstanding the provisions of Article (8.19) an employee who retires or is retired under the provisions of the Detroit Diesel Corporation Hourly-Rate Employees Pension Plan or is involuntarily terminated, and who, but for their retirement, would have had at least one (1) year's seniority as of their eligibility date, shall receive a vacation pay allowance and a paid absence allowance credit in accordance with Article (8.19)(F) if they have worked at least thirteen (13) pay periods in the eligibility year in which they retired or were involuntarily terminated, or in accordance with the following provisions if they have worked less than thirteen (13) pay periods in the eligibility year in which they retire or are involuntarily terminated.

- (1) For each pay period during which they worked within the eligibility year in which they retire or are retired, shall be paid one twenty-sixth (1/26) of the vacation pay allowance and paid absence allowance credit provided for in Article (8.19)(E) for the amount of seniority they had at the time of retirement or involuntary termination.
- (K) An eligible employee who is placed on or returns to work from a Leave of Absence for Military Service pursuant to Article (8.5) and who has not worked at least thirteen (13) pay periods in the eligibility year in which their Leave of Absence for Military Service begins or ends, shall receive a vacation pay allowance and a paid absence allowance credit in accordance with the following:
- (1) For each pay period during which they worked within the eligibility year in which the Leave of Absence for Military Service begins, shall be paid one twenty-sixth (1/26) of the vacation pay allowance and paid absence allowance credit provided for in Article (8.19)(E) for the amount of seniority they had at the time of their eligibility date.
 - (2) For each pay period during which they worked within the eligibility year in which the Leave of Absence for Military Service ends, shall be paid one twenty-sixth (1/26) of the vacation pay allowance and credited with one twenty-sixth (1/26) of the paid absence allowance credit provided for in Article (8.19)(E) for the amount of seniority they had at the time of their eligibility date.
- (L) An employee disabled from working by compensable injury or legal occupational disease shall receive credit toward pay periods worked under this Vacation Pay Allowances Article for pay periods they would otherwise have been scheduled to work during the period of compensable disability, provided they have worked during at least one (1) pay period in their eligibility year

and are otherwise eligible for a vacation pay allowance and a paid absence allowance credit.

- (M) In the case of an employee who has worked during at least thirteen (13) pay periods in their eligibility year and who dies prior to their eligibility date, the vacation pay allowance and paid absence allowance credit to which they would have been entitled had they lived, based on the number of pay periods during which they worked, shall be paid to their duly appointed legal representative, if there be one, and, if not, to the spouse, parents, children, or other relative or dependents of such person as the Company in its discretion may determine.
- (N) 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.
- (O) In determining the number of pay periods an employee shall have worked in the eligibility year, shall be credited with one (1) pay period for each pay period in which work was performed.
- (P) In the case of an employee who goes on sick leave during one eligibility year after having worked less than thirteen (13) pay periods in that year and who retires during the next eligibility year under the provision of the Detroit Diesel Corporation Hourly-Rate Employees Pension Plan before returning to work, retirement, for the purpose of this Vacation Pay Allowances Article only, shall be deemed to have occurred as of the day following the last day worked.
- (Q) Employees ending a calendar year with a vacation balance of twentyfour (24) hours or less will not be paid out as part of this agreement and the balance of hours will be added to the next years vacation entitlement. The balance of hours above the twentyfour (24) hour maximum will be paid out based on the following criteria.

Irrespective of any employment or unemployment on the part of such employees, payment in lieu of vacation to which an employee is entitled less hours paid in advance, and payment of the unused portion (more than 24 hours), if any, shall be made as soon as possible but not later than forty-five (45) days after the employee's eligibility date.

Vacation hours credited under Article (8.15) (C) Holiday Payments, also known as banked holidays, will be eligible for adding to the next year's entitlement if they are requested properly at the time clock in timely manner as described in this article. Qualifying credits under this article will not be available for use as a benefit until one (1) week following the associated holiday.

(R) Without modifying or adding to any other provision of the Vacation Pay Allowances Article, an employee who has not acquired one (1) year's seniority as of the eligibility date occurring after the effective date of this Agreement shall nevertheless become eligible for a vacation pay allowance provided:

- (1) The employee has seniority as of the vacation pay eligibility date, and
- (2) The employee has worked during at least thirteen (13) pay periods in the vacation pay eligibility year.

An eligible employee who qualifies as provided herein shall be paid a percentage of eighty (80) hours vacation pay allowance following the vacation pay eligibility date, based on the number of pay periods worked in the eligibility year, in accordance with Article (8.19)(F).

ARTICLE 9 WAGES

(9.1) Call-In Pay

Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of four (4) hours' pay at the regular hourly rate, except in cases of labor disputes, or other conditions beyond the control of Management. Proper notification is defined as contacting the employee by telephone (at the number recorded in Hourly Personnel). If the employee can not be reached by phone, notice by courier service must be sent to the address of record in Hourly Personnel.

(9.2) PROGRESSION SCHEDULE – EMPLOYEES HIRED AFTER June 13th, 2022

Employees hired after June 13th, 2022 shall be hired at a starting wage of \$17.50 per hour and will receive a progression rate of a \$1.00 per hour base wage increase on their respective anniversary date for three (3) years, followed by .50 the fourth year, then \$1.00 in the fifth year and \$2.00 the sixth year. At the conclusion of the progression period the employee will be brought to the maximum rate of their respective classifications. Employees hired under the above progression schedule are eligible for performance bonus payments.

Employees hired on or after January 10th, 2028 shall be hired at a starting wage of \$18.50 per hour and will receive a progression rate of a \$1.00 per hour base wage increase on their respective anniversary date for three (3) years, followed by \$1.50 the fourth and fifth years. At the conclusion of the progression period the employee will be brought to the maximum rate of their respective classifications. Employees hired under the above progression schedule are eligible for performance bonus payments.

For the purpose of applying the provisions of this section only, an employee will receive credit toward acquiring the maximum base rate effective with their first day worked. Employees will

receive credit for seven (7) days for each pay period during which the employee works, except that credit will not be given for any time the employee is on indefinite layoff. Credit will not be given for any pay period during which the employee does not work for any reason, except as provided in Article (8.2) (B) and in the following cases of full pay period absences for Holidays, Paid Absence Allowance, Vacation, Bereavement, Jury Duty, Short Term Military Leave, Union Business, and Vacation Shutdown Week provided the employee would have been otherwise scheduled to work. Each increase shall be effective upon completion of the required time of employment. 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.

- (A) A laid off seniority employee recalled to the plant shall receive a base wage rate upon reemployment which has the same base wage rate the employee had attained prior to layoff from DDC. Such employee shall be covered by the rate progression in effect at the time of layoff.

Upon reemployment, the credited rate progression period of the employee's prior period of employment is counted toward the rate progression to the maximum base rate of the job classification.

- (B) Employees rehired under the provisions of Article (4.14) (E) or (4.14)(F)(3), shall receive a base wage rate upon reemployment which has the same base rate as had been attained by the employee in their prior DDC employment. Such employee shall be covered by the rate progression provision in effect during their prior DDC employment.

Upon reemployment, the credited rate progression period of the employee's prior period of employment is counted toward their rate progression to the maximum base rate of the job classification.

Skilled Trades employees will be hired at the maximum rate of the classification.

(9.3) Performance Bonus Payments

The Performance Bonus provided herein recognizes that a continuing improvement in the standard of living of employees depends on technological progress, better tools, methods, processes, equipment and a cooperative attitude on the part of all parties to increase the company's productivity. Accordingly a Performance Bonus will be paid to each eligible employee in accordance with the following table:

Eligibility Date	Amount	Payable During Week Ending
<u>May 8th, 2023</u>	<u>Four Percent of Qualified Earnings</u>	<u>June 18th, 2023</u>
<u>May 6th, 2024</u>	<u>Four Percent of Qualified Earnings</u>	<u>June 16th, 2024</u>
<u>May 5th, 2025</u>	<u>Four Percent of Qualified Earnings</u>	<u>June 15th, 2025</u>

All employees are eligible for a Performance Bonus payment, including new employees hired under the Progression Schedule provided they have seniority as of each designated eligibility date set forth above.

An employees Performance Bonus will be based on qualified earnings during the fifty-two (52) consecutive pay periods immediately preceding the pay period in which each designated eligibility date falls.

Qualified earnings is defined as income received by an eligible employee from DDC during each designated eligibility year resulting from the following:

- Hourly Base Wages *
- Shift Premium *
- Vacation and Paid Absence Allowance
- Holiday Pay
- Seven-Day Operator Premium
- Bereavement Pay
- Jury Duty Pay
- Apprentice Pay

Call-in Pay
 Short-Term Military Duty Pay
 Back Pay awards related to the designated eligibility year
 Workers Compensation Payments **

* Including overtime and Holiday premium payments.

** Excluding overtime differential. Employee must work a minimum of ten (10) weeks in eligibility year.

- (A) An employee who retires during the Performance Bonus eligibility year, and who would have had seniority on the specified eligibility date, but for such retirement, will be eligible for a Performance Bonus payment as defined in Article (9.3) above.
- (B) In the case of an employee who dies during the Performance Bonus eligibility year, and who would have had seniority on the specified eligibility date, but for such death, will have a Performance Bonus payment calculated as defined in Article (9.3) above and payable to the deceased employees duly designated beneficiary.

(9.4) Skilled Trades Tool Allowance

Skilled Trades employees shall receive a tool allowance of \$1.10 per hour worked. This allowance will be paid as prescribed for Skilled Trades employees who have seniority as of each of the eligibility dates.

Eligibility Date	Payable During Week Ending
<u>September 05, 2022</u>	<u>October 23, 2022</u>
<u>September 04, 2023</u>	<u>October 22, 2023</u>
<u>September 02, 2024</u>	<u>October 20, 2024</u>
<u>September 01, 2025</u>	<u>October 19, 2025</u>
<u>September 07, 2026</u>	<u>October 25, 2026</u>

A Skilled Trade employee's Tool Allowance will be based on compensable hours when on active status during the fifty-two (52) consecutive pay periods immediately preceding the pay period in which each designated eligibility date falls.

(9.5) Wage Rules

- (A) When a seniority employee at maximum rate is transferred to another classification, the employee shall receive the base wage rate of the new job classification upon transfer.
- (B) When an employee at maximum rate is temporarily reassigned to replace absentees or other emergencies, they shall be compensated at their regular rate, if the job to which they are assigned is of an equal or lower rate. However, if the job to which such employee is temporarily assigned is a higher rated job they will be compensated at the higher rated job for all hours worked on that day, providing they work on such a higher rated job for one (1) hour or more.
- (C) When employees are temporarily transferred to a lower job classification, they shall receive the rate they are receiving on their regular job classification.

(9.6) Classifications and Maximum Rates

	<u>6/13/2022</u>	<u>5/8/2023</u>	<u>5/6/2024</u>	<u>5/18/2026</u>	<u>5/17/2027</u>
Assembler	\$34.52	\$34.62	\$34.72	\$35.76	\$36.83
Audit Teardown	\$34.52	\$34.62	\$34.72	\$0.00	\$0.00
Auditor	\$34.36	\$34.36	\$34.36	\$35.39	\$36.45
Crib Attendant	\$34.10	\$34.10	\$34.10	\$35.12	\$36.18
Environmental Services	\$34.01	\$34.01	\$34.01	\$35.03	\$36.08
ePT	\$34.79	\$34.79	\$34.79	\$35.83	\$36.91
Machine Specialist	\$34.79	\$34.79	\$34.79	\$35.83	\$36.91

Material Technician	\$34.00	\$34.10	\$34.20	\$35.22	\$36.28
Parts Repair	\$34.36	\$34.36	\$34.36	\$35.39	\$36.45
PVL Auditor	\$35.36	\$35.46	\$35.56	\$36.63	\$37.73
Test Operator	\$35.36	\$35.46	\$35.56	\$36.63	\$37.73

All Leaders will be paid \$1.50 per hour above their classification or progression rate.

(9.7) Skilled Trades Job Classifications

	<u>5/30/2022</u> Effective Rate	<u>5/18/2026</u> Effective Rate	<u>5/17/2027</u> Effective Rate
Air Conditioning	\$37.92	\$39.06	\$40.23
Boiler Operator	\$37.64	\$38.77	\$39.93
Carpenter/Painter	\$37.64	\$38.77	\$39.93
Cutter Grinder	\$37.97	\$39.11	\$40.28
Electrician	\$38.20	\$39.35	\$40.53
Inspector - Tool & Die	\$38.04	\$39.18	\$40.36
Instrument Repair	\$37.92	\$39.06	\$40.23
Machine Repair Machinist	\$38.02	\$39.16	\$40.34
Millwright/Welder	\$37.97	\$39.11	\$40.28
Pipefitter	\$37.64	\$38.77	\$39.93
Tinsmith	\$37.64	\$38.77	\$39.93
Toolmaker Machinist AA	\$38.04	\$39.18	\$40.36
Toolmaker Bench	\$38.04	\$39.18	\$40.36
Truck Repair	\$37.64	\$38.77	\$39.93
Magnetic Crane Operator	\$35.54	\$36.60	\$37.70

All Leaders will be paid \$1.50 per hour above their classification.

The company agrees to increase the hourly base rates for employees holding one of the following skilled trades classifications below with proof

of current license/certification credentials. Employees will be required to provide proof of renewal of these credentials annually to maintain the credential based rate increase.

- PI: State of Michigan Journey Plumber License 25 cents, Backflow Prevention Testing Certification 25 cents, State of Michigan Master Plumber License 35 cents.
- EL: State of Michigan Journeyman Electrical License 25 cents, State of Michigan Master Electrician License 35 cents.
- The company will review future business relevant trade specific licenses/certifications presented by the UAW for potential rate adjustments similar to the trades listed above.

(9.8) Claims for Wages

- (A) Any claims including claims for back wages by an employee covered by this Agreement, or by the Union, against the Company, shall not be valid for a period prior to the date the grievance was first filed in writing, except that:
- (1) In cases based on a violation which is noncontinuing, such claims shall be valid for a period of not more than seven (7) days prior to the date the grievance was first filed in writing unless the circumstances of the case made it impossible for the employee, or for the Union, as the case may be, to know that the employee, or the Union, had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of thirty (30) days prior to the date the claim was first filed in writing:
 - (2) In cases based on a violation which is continuing, if the circumstances of the case made it impossible for the employee, or for the Union, as the case may be, to know that the employee, or the Union, had

grounds for such a claim prior to that date, the claim shall be limited retroactively to a period of thirty days prior to the date the claim was first filed in writing.

- (B) Deductions from an employee's wages to recover over-payments made in error will not be made unless the employee is notified prior to the end of the month following the month in which the check (or payroll order) in question was delivered to the employee.
- (C) All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned from employment with the Company during the periods as above defined and, in the case of protested discipline or loss of seniority, the amount of Supplemental Unemployment Benefits and Unemployment Compensation (provided the denial of this benefit is final) the employee applied for in a timely manner, was otherwise entitled to, but did not receive because of such discipline or loss of seniority, less the following:
 - (1) Any Unemployment Compensation received for a week which corresponds to a week the employee would have worked for the Company which the employee is not obligated to repay or which is obligated to repay but has not repaid nor authorized the Company to repay on the employee's behalf.
 - (2) Compensation for personal services other than the amount of compensation received from any other employment which the employee had at the time they last worked for the Company and which they would have continued to receive had they continued to work for the Company during the period covered by the claim.

Wages for total hours worked each week in other employment in excess of the total number of hours the employee would have worked for the Company during

each corresponding week of the period covered by the claim shall not be deducted.

The calculation of a back pay award made pursuant to this Article will be provided to the employee involved upon request.

- (D) No decision of the Arbitrator or of the Management in one (1) case shall create a basis for a retroactive adjustment in any other case prior to the date of written filing of such specific claim.

ARTICLE 10 WORKING CONDITIONS

(10.1) Production Standards

- (A) 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 operators. Management will not condone time studies being conducted under threat of intimidation and any such claims may be raised directly to Labor Relations.
 - (1) Model mix shall be taken into account in establishing and/or changing production standards on assembly operations. The speed of such assembly lines will not be increased beyond the level for which they are staffed for the purpose of gaining additional production or for the purpose of making up for loss of production due to breakdowns or unscheduled line gaps or stops.
 - (2) Work assignments on conveyor lines (or automated assembly lines) will be made in accordance with line speeds and available work space and the expected normal ratio of model mix and optional equipment. When it is necessary to adjust the normal scheduled mix on conveyor lines which results in more or less work being required, compensating adjustments in work assignment, workforce, spacing of units, line speed or any combination thereof will be made. Arrangements will be made locally to establish procedures which will provide advance knowledge of mix changes that require compensating adjustments so that such adjustments will be made in a timely manner. On conveyor line operations, Management will designate specific off-line operations from which employees will be made available to compensate for

such mix changes when one of the compensating adjustments requires an increase in employees and in such case the assignment of employees will be given priority over the off-line operation. Upon request, Management will advise the Union of the arrangements made.

- (3) After the time or the requirements for a normal operator to perform an element has been established on an assembly operation and the element is subsequently changed because of engineering changes, a change in method, machinery, equipment, layout or tools, only the time or the requirements of the elements affected by such change will be adjusted.
- (4) If a standard is to be established on a new off-line or machine operation and has not been established when the operation is placed in production, the operator will be advised of the reason for not establishing the standard and the expected requirements of the operation.
- (5) Job standards will be on file in each department and will be kept current at all times. Each employee will be presented with or have access to information showing his production requirement.
- (6) Any employee desiring to check the job standards i.e., (cycle time, speeds, & feeds and/or pieces per hour), may do so by means of a request to the supervisor. It is agreed that job requirements will be available to all operators; however, the method of implementing this will necessarily differ in various departments.
- (7) 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 committee person.

- (8) Hourly production records are used as an orderly means of maintaining efficiency and production counts and they are not intended to be used to harass employees, nor will they be used as the sole basis for assessing disciplinary action.
- (9) When a dispute arises regarding standards established or changed by the Management, the complaint should be taken up with the supervisor. If the dispute is not settled by the supervisor or if the complaint is not taken up by the employee with the supervisor, the committee person for that district shall, without regard to the restrictions on his time as provided in Article (3.4) of the Representation Section shall upon reporting to the supervisor of the department involved, examine the job to determine the merits of the complaint. The employee may then file a grievance. The supervisor or the time study person will furnish him with all of the facts of the case. If there is still a dispute after the committee person has completed the examination, the operations may then be re-examined in detail with the supervisor or the time study person. The committee person will, upon request, be given in writing the work elements of the job without undue delay, which means as soon as reasonably possible under circumstances existing at the time the request is made for the work elements of the job. When available, the cycle time or other pertinent data that is relevant to the dispute will be provided in writing upon request; however, it is mutually recognized that it would be impractical to provide this information during periods of production acceleration, or due to the

volume of production standards, grievances filed etc. On these occasions the information requested by the Committeeperson cannot be furnished as promptly as under normal circumstances. If the matter is not adjusted at this stage, it may be further appealed as provided in the procedure below. If the dispute is settled at any stage of this procedure, the parties to the settlement will, upon request of either party, specify in writing what the elements are that constitute the job as settled including a notation of the then current model mix and line speed and this information will be initialed and dated by the parties.

- (10) After the supervisor has had reasonable time to consider a grievance filed claiming violation of production standards, which shall be not more than two (2) working days, the supervisor shall thereafter answer the grievance:
 - (a) Within one (1) working day after requested to do so by the committeeperson, or
 - (b) In any event after ten (10) working days of the date the grievance was filed with the supervisor.

The above time limits may be extended by mutual agreement.

- (11) If the case is not adjusted by the supervisor, it may, within three (3) working days of the supervisor's written answer, be appealed by the Shop Committeeperson for the District, or another member of the Shop Committee, or the Chairperson of the Shop Committee to the next step, as provided below, by giving written notice to the Labor Relations Department.
- (12) Within three (3) working days of receipt of the appeal, the case will be considered at a Special

Step of the Grievance Procedure by not more than three (3) representatives of the Union, including the District Committeeperson or another member of the Shop Committee, and the Chairperson of the Shop Committee, and not more than three (3) representatives of Management, at least one (1) of whom shall be a member of higher supervision. Time spent in the Special Step meeting by the District Committeeperson will not be charged against the time allowed under Article (3.4).

- (a) In the multi-shift operations, the District Committeeperson or the Shop Committeeperson from the opposite shift(s) may, by mutual agreement, attend the Special Step Meeting when a standards dispute exists on the same operation on more than one shift. An additional representative of management may also attend the Special Step Meeting in these situations. The schedule for such meetings will be established at a time mutually convenient to the participants.
- (13) After a case is appealed to the Special Step and prior to the meeting on the case at that step, a member of the Shop Committee who will participate in the Special Step meeting may make a further investigation of the case as provided in Article (2.3).
 - (14) Within five (5) working days of this Special Step meeting, higher supervision will give a written answer. If the case is not settled at this step, the Chairperson of the Shop Committee may, within three (3) working days appeal the case by submitting to Management a "Notice of Unadjusted Grievance." Thereafter the case will be handled in accordance with Step Three of the Grievance Procedure Section, except that "Statements of Unadjusted Grievance" need not be exchanged

and the thirty (30)-day time limit for “Notice of Appeal” by the Regional Director, shall run from the date of the answer given by Management at the Special Step of the Grievance Procedure. Plant entry may be made after the “Notice of Unadjusted Grievance” has been filed and before the Appeal Meeting.

- (15) The time limits specified above may be extended by mutual agreement in writing. Any case not appealed from one step of this procedure to the next within the time limits specified will be considered closed on the basis of the last decision given.
- (16) After a production standards grievance is filed on a job, the Committeeperson representing the employee who filed the grievance will be informed in writing of any change in work content which results in an increase or decrease in work content or which is made in an attempt to adjust the grievance.
- (17) In the event a standard has not been established on a job, an employee who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace, will not be disciplined for failure to obtain an expected amount of production on that job.
- (18) If a production standards grievance is settled in writing and the employee who signed the grievance is subsequently replaced by another employee and if, thereafter, additional work is added to the job without any other change having occurred which affects the job, the District Committeeperson may initiate a grievance alleging that the additional work constitutes a violation of the settlement.
- (19) It is important to DDC to retain its right to transfer employees in order to maintain and improve efficiency in our operations. It is also important

to respect the right of employees to file legitimate grievances regarding production standards or disciplinary action. DDC does not consider it proper to transfer, reassign or separate employees because they file such grievances.

- (20) In cases where it is alleged that the settlement of a work standards grievance reached during negotiations in which a member of the International-UAW and a representative of the DDC Labor Relations Staff has not been implemented in a timely manner or that after implementation the settlement has been violated the following informal procedure will apply:
- (a) The complaint may be reviewed by the Chairperson of the Shop Committee and the Manager of Human Resources.
 - (b) If not resolved, the Chairperson may submit a statement of the case in writing to the Manager of Human Resources spelling out the details of the complaint.
 - (c) The Manager of Human Resources shall submit a written reply within one (1) working day of receipt of the written statement.
 - (d) If the matter is not resolved within three (3) working days after the above written reply, the Chairperson of the Shop Committee may submit a written report of the disputed case to the UAW in which case the Manager of Human Resources, after notice by the Chairperson of the Shop Committee of such submission, will submit a written report to the company.
 - (e) If these parties are unable to resolve the dispute, it may then be reviewed by the

Regional Director of the UAW with the DDC
Labor Relations Staff where it will be resolved.

- (21) This procedure is not intended to prejudice any contractual position either DDC or the UAW may take in any case arising under the Agreement.

(10.2) Union Security and Check-Off of Union Membership Dues

- (A) An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union.
- (B) An employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under, and for the duration of, this Agreement.
- (C) Anything herein to the contrary notwithstanding, an employee shall not be required to become a member of, or continue membership in, the Union, as a condition of employment, if employed in any state which prohibits, or otherwise makes unlawful, membership in a labor organization as a condition of employment.
- (D) The union shall accept into membership each employee covered by this Agreement who tenders to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.

- (E) The Local Union will furnish Local Management, not later than fifteen (15) days prior to implementation of the automatic dues deduction system at any plant, the names of all members paying dues direct to the Local Union. Thereafter, the Local Union will advise Management, promptly, of any changes to this list.

(10.3) New Jobs

When new jobs are placed in production and cannot be properly placed in existing classifications by mutual agreement, Management will set up a new classification and a rate covering the job in question, and will designate it as temporary. A copy of the temporary rate and classification name will be furnished to the Shop Committee.

- (A) As soon as possible after machinery and other equipment have been installed, and in any event, within thirty (30) calendar days after a production employee has been placed on the job, the Shop Committee and Management shall negotiate the rate and classification, and when negotiations are completed, such classification and rate shall become a part of the Master Agreement, and the negotiated rate, if higher than the temporary rate shall be applied retroactively to the date the production employees started on the job, except as otherwise mutually agreed.

(10.4) Establishment of New Plants

- (A) For twenty-four (24) months after production begins in a new DDC plant (including a non-represented plant), DDC will give preference to the applications of laid off employees having seniority in the Redford UAW operations over applications of individuals who have not previously worked for DDC, provided their previous experience at DDC shows that they can qualify for the job. When employed, such employees will have the status of temporary employees in the plant. Such employees will

retain their seniority at the Redford UAW operations until broken in accordance with the seniority rules herein.

- (B) When a transfer of major UAW operations out of the Redford facilities is contemplated the parties will discuss this issue under the provisions of the sourcing memorandum in an effort to negotiate an equitable solution. If after these discussions the parties are able to formulate a plan to retain the work at the Redford facilities this plan will be implemented as quickly as possible. If after these discussions the work cannot be retained, however, the provisions of the job security program will then apply.
- (C) It is further understood that in the spirit of cooperation, those directly affected by such transfer of work who are protected by the job security provisions will be given consideration to be moved with the transferred work to the new location. These individuals would be employed under the work rules, provisions, agreements, wages and benefits of the new location and be considered a Voluntary Quit at the Redford operations.

(10.5) Payday Procedure

- (A) Employees will receive their pay once a week by direct deposit.
- (B) Problems regarding pay distribution, or substantial shortages should be brought to the attention of Labor Relations, for prompt resolution.

(10.6) Strike, Stoppages and Lockouts

- (A) It is the intent of the parties to this Agreement that the procedures herein shall serve as a means for peaceable settlement of all disputes that may arise between them.
- (B) During the life of this Agreement, the Company will not lock out any employees until all of the bargaining procedure as outlined in this Agreement has been

exhausted and in no case on which the Arbitrator shall have ruled, and in no other case on which the Arbitrator is not empowered to rule until after negotiations have continued for at least five (5) days at the third step of the Grievance Procedure. In case a lockout shall occur the Union has the option of canceling the Agreement at any time between the tenth day after the lockout occurs and the date of its settlement.

- (C) During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in any sitdown, stay-in or slow-down, in the plant, or any curtailment of work or restriction or production or interference with production of the Company. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of the Company's operations or picket the Company's premises until all the bargaining procedure as outlined in this Agreement has been exhausted, and in no case on which the Arbitrator shall have ruled, and in no other case on which the Arbitrator is not empowered to rule until after negotiations have continued for at least five (5) days at the third step of the Grievance Procedure and not even then unless authorized by the Regional Director of the Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and written notice of such intention to authorize has been delivered to the Director of Labor Relations of the Company at least five (5) working days prior to such authorization. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the company's operations or picket any of the company's premises because of any dispute or issue arising out of or based upon the provisions of the Pension Plan, Life and Disability Benefits Program, Health Care Program, Gain Sharing Program, Supplemental Unemployment Benefit Plan, Personal Savings Plan, Legal Services Plan

or GIS (pending subsequent negotiations) nor will the Union authorize such a strike, stoppage, or picketing. In case a strike or stoppage of production shall occur, the Company has the option of canceling the Agreement at any time between the tenth day after the strike occurs and the day of its settlement. The Company reserves the right to discipline any employee taking part in any violation of this section of this Agreement.

(10.7) Supervisors Working

- (A) Supervisory employees shall not be permitted to perform work on any hourly-rated job except in the following types of situations: (1) in emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations; (2) in the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.
- (B) Supervisors who continually violate this agreement will be subject to the following procedure. Labor Relations, a Member of the Shop Committee and the Director of the area will meet to resolve the issue with the Supervisor involved. The representative for that district will be advised of the results of that meeting. If the Supervisor continues to violate this paragraph the Supervisor will meet with the Plant Manager, Director of the area and the Manager of Human Resources to resolve the matter.

(10.8) 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.

(10.9) Production Assignments

Production employees shall not be assigned any work that contractually belongs to DDC skilled classifications. In the event of a dispute, the employee may have their supervisor call their committeeperson. To resolve the situation, the committeeperson and production supervisor may find it necessary to consult with the committeeperson and supervisor representing the respective trade. Supervisors who continually violate this agreement by assigning skilled work to production employees will be subjected to the resolution procedure defined in Article 10.7(B).

ARTICLE 11 WORKING HOURS

(11.1) Basic Work Week

During normal business conditions, it is the intent of the company to maintain a standard forty (40) hour work week schedule for its employees, but also recognizes that work weeks scheduled less than forty (40) hours or in excess of forty (40) hours may be necessary to maintain efficient and consistent business operations.

Overtime premium will be paid for:

All hours after (40) forty straight time hours worked. The (40) forty hour calculation shall include vacation, paa, bereavement, jury duty, contractual holidays, mandatory unpaid company shutdown days, workers compensation, and approved union business for elected positions. Daily premiums will be paid only after (40) forty straight time hours are satisfied as specified above. An employee will receive credit towards their forty (40) hour scheduled work week for periods of time off accepted for company reasons.

Employees will be compensated on the basis of the calendar day (midnight to midnight) on which their shift starts working, for the regular working hours of that shift. The employee's working week shall be a calendar week beginning on Monday at the regular starting time of the shift to which assigned.

Hourly employees will be compensated as follows:

(11.2) Straight Time

- (A) For the first forty (40) hours worked in the employee's working week, beginning with the starting time of the employee's shift.

(11.3) Time and One-Half

- (A) For time worked in excess of forty (40) hours in the employee's working week, beginning with the starting time of the employee's shift.

(11.4) Double Time

For all time worked on a Sunday or specified holiday.

(11.5) Continuous Operation

Employees working in necessary continuous seven-day operations whose occupations involve work on Saturdays and Sundays shall be paid time and one-half for work on these days only for time worked in excess of eight (8) hours per day or in excess of forty (40) hours in the employee's working week, for which overtime has not already been earned, except as otherwise provided:

- (A) Employees shall be paid time and one-half for hours worked on the employee's sixth (6th) work day in the week.
- (B) Employees shall be paid double time for hours worked on the seventh (7th) work day in the calendar week if the seventh (7th) work day results from the employee being required to work on a scheduled off day(s) in that calendar week, or for hours worked on a Sunday if that Sunday is the second (2nd) scheduled off day in that calendar week.
- (C) Such employees will be paid double time for the first eight (8) hours worked on any shift that starts on any of the holidays listed in Article (8.14); for time worked on the calendar holiday in excess of the first eight (8) hours worked on any shift that starts on any such holiday; and for time worked on the calendar holiday in excess of eight (8) hours worked on a shift which starts the previous day and runs over into any such holiday. In the case of the employees who work six (6) or seven (7) days during the work week, the first eight (8) hours worked at double time

on shifts starting on such holidays shall be counted in computing overtime for work in excess of forty (40) hours in the employee's working week.

- (D) Such employees will be paid time and one-quarter (1.25 times straight time) for hours worked on Saturdays and will be paid time and one-half (1.50 times straight time) for hours worked on Sundays, unless such hours are payable at an overtime premium rate under any other provision of this Agreement.
- (E) If such employees receive holiday pay pursuant to Article (8.15)(B) for a particular holiday on which they do not work, that holiday will be counted as a day worked for the purpose of computing sixth or seventh day premium under sub-Articles (A), (B) and (C) above.
- (F) Such employees shall be paid an additional ninety cents (.90) per hour for time worked, which shall be included in computing vacation pay allowance, paid absence allowance, holiday pay, bereavement pay, jury duty pay, short-term military duty pay, overtime and night shift premium.
- (G) Premium payments shall not be duplicated for the same hours worked under any of the terms of this Article.

(11.6) Change in Shift Hours

Management's policy regarding changing of shift hours is to discuss contemplated changes with the Union, then allowing approximately a one (1) week period for investigation purposes, as has been previously stated.

(11.7) Night Shift Premiums

A night shift premium on night shift earnings, including overtime premium pay, will be paid to an employee for time worked on a shift scheduled to start in accordance with the following chart:

Schedule Shift Starting Time	Amount of Shift Premium
(1) On or after 11:00 a.m. and before 7:00 p.m.	Five Percent
(2) On or after 7:00 p.m. and on or before 4:45 a.m.	Ten Percent
(3) After 4:45 a.m. and before 6:00 a.m.	Ten Percent until 7:00 a.m.

When employees covered by one (1) above are scheduled to work more than nine (9) hours and until or beyond 2:00 a.m. they shall be paid ten percent for the hours worked after 12 midnight.

In applying the above night shift premium provisions, an employee shall be paid the premium rate, if any, which attaches to the shift worked on a particular day. Shift premiums for the purpose of calculating overtime will be attached to the actual period of hours worked once the provisions established in Article (11.1) are fulfilled.

When an employee assigned to a midnight or afternoon shift with night shift premium per the chart is scheduled to work 8 hours early, the night shift premium will be paid at the rate of their shift of record.

(11.8) Special Three Shift Operations

This Article is not intended to change any present practice, or preclude the readoption of a prior practice, whereby it is possible to schedule certain operations on a three (3)-shift, eight (8) hours of work per shift basis with special provisions for lunch. Where it is not possible or practicable on three(3)-shift operations to establish schedules of eight (8) hours of work each shift, work shifts will be established on the basis of arrangements for a personal relief/lunch period not in excess of forty-six (46) minutes being provided during the shift period without loss of pay.

The above provisions shall not preclude necessary temporary variations in schedules.

(11.9) NEGOTIATED OVERTIME PROCEDURE

In the application of extra work in periods of part time operation, and overtime, it will be equalized among the employees engaged in similar work by classification, by department, by shift, and by established equalization of overtime and/or part time hours group.

- (A) The employees lowest in hours capable of doing the work will be asked first.
- (B) 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.

If an employee accepts any period of overtime (whether early or late daily, weekend or holiday overtime) during the calendar month and fails to report, the employee will be charged double the number of regularly charged hours the employee would otherwise have been charged.

- (C) Except in emergencies, employees will be notified on Thursday for Saturday work, Friday for Sunday work and twenty-four (24) hours in advance for holidays. Also, except in emergencies, four (4) hours notice will be given employees prior to their quitting time, that there is daily overtime (defined as Monday through Friday). Employees not asked in a timely manner will not be charged. This notification procedure applies to all shifts.

Low employee for weekend overtime will be established by one of the following:

1. Employees having the lowest accumulated hours at the start of the regular shift on Thursday will be low for Thursday, Friday, Saturday and Sunday

overtime until the start of the regular shift on Monday. Overtime will only be recalculated one time per day for daily overtime (current shift over and next day early).

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.

(D) Those employees who have the lowest accumulated overtime hours in the group will be required to work in the event that all other employees in the group have rejected such work.

(E) Augmentation

Augmentation is defined as periods of overtime. Management has the right to move employees on a straight time basis, for any circumstance, between equalization of hours groups without creating an overtime violation.

When it becomes necessary to augment one equalization group from another group, the lowest employee in the second group capable of doing the work will be asked first. Such hours offered outside the equalization group whether worked or refused will be credited in the employee's equalization group.

In two (2) or three (3) shift operations where overtime is known and scheduled in advance, every reasonable effort will be made to schedule employees on other shifts in the same classification and department for purposes of augmentation of such overtime; with the understanding that this does not apply in situations requiring augmentation due to absenteeism and/or other unforeseen circumstances.

(F) An employee on a leave of absence will be credited with the overtime they could have worked with the following exceptions:

(1) An employee on a short term military leave of less than thirty (30) days pursuant to the Universal

Military Training and Service Act, as amended, for required attendance at training drills, summer camps, or cruises, will not be charged with such hours for equalization of hours purposes.

- (2) Employees returning from an extended Military Leave of Absence, of over thirty (30) days, will be given the mean hours of the group in which they are placed.
 - (3) In determining the hours with which an employee shall be credited when entering a group the hours standing of employees involved in short term Military Training, pursuant to Article (11.9)(F), shall be disregarded.
- (G) It is not practicable to equalize hours between shifts, however, Management will attempt to maintain a reasonable balance of hours between shifts in the respective areas. Management will promptly investigate claims by the Union that a spread of hours between shifts in a particular area is unreasonable, and when a problem exists and it is practicable to do so, corrective steps will be taken.

When overtime work is of a nature that it can efficiently be scheduled on any shift, Management will give consideration to all shifts in making overtime assignments. Overtime is scheduled by shift on the basis of practicability, efficiency, fairness and equity. Management recognizes the sensitivity surrounding overtime assignment and agrees to meet with the Union prior to scheduling weekend overtime to discuss work plans with the intent of identifying opportunities to schedule weekend work equitably. A concerted effort will be made over the course of the year to balance weekend overtime across shifts.

- (H) Skilled Trade and Environmental Service Leaders will equalize with the employees in the group they lead.

- (I) Established equalization overtime and/or part time groups have been agreed upon and initialed by the parties. In the event of contemplated changes in existing balance of hours groups, any such changes, except in the addition or elimination of shifts, shall be by mutual agreement between Management and the Shop Committee.

POSTING OF EQUALIZATION RECORDS

- (J) Information concerning equalization of hours status of employees will be openly displayed daily at the supervisor's desk in such a manner that any employee involved may check their standing in the equalization group. The name, seniority date, badge number and classification of each employee will be shown in the proper equalization group. Hours will be posted on the overtime records in ink.
 - (1) Management will refrain from including anything on the Equalization of Hours Record that does not pertain to equalization of overtime, specifically status of employees.
- (K) The parties recognized that equalization records to be effective shall be posted daily. Changes in employee's balance of hours records which are a result of a previous error on Management's part will be made and initialed by the supervisor involved. The district committeeperson involved will be given the opportunity to initial the correction.
- (L) 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. Military hours and Alternate committeeperson hours will not be used in calculating the low person rating in their respective E.O.T.

- (M) Charged hours shall be posted to the nearest one-tenth (.1) of an hour. At the end of the month when the accumulated total is carried forward to the new record sheet, charged hours will be rounded off to the nearest whole number. Five-tenths (.5) of any hour or less will be rounded off to the next lowest whole number and six-tenths (.6) of an hour or above to the next highest whole number.
- (N) Overtime, and/or part time hours of all committeepersons are not to be recorded. Hours shall remain at zero (0). In the event a committeeperson loses by election, or resigns from such elected position, the minimum and maximum hours of the employees in the group shall be checked and the committeeperson's and/or alternate's overtime hours be established at the mean hours, between the highest and lowest hours in the group.

(11.10) Charging Hours - Transferred Employees and New Hires

- (A) New employees, including employees returning to the bargaining unit from salaried positions and new apprentices / EITs, will be given hours of the highest employee in the group in which placed.
- (B) If an employee is transferred from one shift to another or one department to another, the following procedure will be followed:
 - (1) If an employee's accumulated part time and overtime hours are more than the highest person in the group to which transferred, the employee shall take the hours of the top person.
 - (2) If less than the lowest person in the new group, the employee shall take hours of the lowest person.
 - (3) If the employee's actual hours are within the minimum and maximum range of employees in the new group, the employee will retain the actual hours.

- (4) Claims of employees being transferred for the sole purpose of circumventing the Equalization of Overtime Agreement may be referred directly to Labor Relations, for review and corrective action as may be justified.
 - (5) Employees transferred into a new department, will be given the mean hours of the combined EOT's of the same classification and shift in the Seniority Division to establish the groups initial equalization of hours record balance.
 - (6) If a new shift is added to an existing department, employees will be given the mean hours of the other shifts combined to establish the groups initial equalization of hours record balance.
- (C) Employees recalled from a layoff, pursuant to Articles 8 and 9 of the Local Seniority Agreement, will be given the mean hours of the group in which they are placed.
- (D) When employees are temporarily transferred into another department and/or Equalization of Overtime Group on their same shift or different shift for a period not to exceed thirty (30) days, they shall retain their hours in their group, excluding employees on medical restriction. The overtime hours in their home group shall remain frozen at the time of the temporary transfer, the employee on the temporary transfer will be given the mean hours of the EOT group in which they are placed.
- (1) Hours will accumulate for overtime worked in the 2nd group and added to the hours in their home group upon return. Regarding hardship transfers, refer to Article 5.2.
 - (2) In situations where an employee is temporarily transferred to another shift for training purposes for duration of one (1) week or less the employee will be given the mean hours of the temporary group. The overtime hours of the home group will remain

frozen at the time of transfer. Overtime worked in the temporary group will be added to hours in the home group upon return. Weekend overtime will be worked on the original shift.

- (E) Employees with a short term medical restriction will not be eligible for overtime work while under restriction. Employees on short term medical restriction will be charged for this overtime.

(11.11) General Provisions Relating To Equalization of Overtime

- (A) Overtime Record Forms

Management will take the necessary steps to discontinue the distribution of the "Overtime Record" in favor of either form DE-1414, or computerized record keeping.

- (B) Vacation Shutdown Week

Employees who are not scheduled or offered work during vacation shutdown week and are offered work on the weekend after shutdown week will not be charged for the weekend work unless they accept the work.

- (C) Variation in Shift Hours

In answer to this demand, in the event of specific proven problems with respect to out of balance conditions resulting from variations in shift starting times in a balance of hours group, such situations should be brought to Management's attention for review in an attempt to work out a satisfactory solution.

- (D) Overtime Notification - Article (8.3)

Information concerning available weekend overtime for Union members, who are out of the plant on legitimate Union Business in accordance with the provisions of Article (8.3) of the Master Agreement, and who are not at work on Thursday and Friday for these reasons which prevent notification of possible weekend overtime, will

be relayed to the Local Union Hall. It will then be the responsibility of these individuals to notify the Personnel Department prior to noon on Friday as to their availability to work the overtime, when such overtime is scheduled for a partial operation in their respective balance of hours group. It is further agreed between the parties that in the event problems are experienced by either party, a special meeting will be held to resolve the problem.

- (E) When offering overtime in a timely manner, the following will apply:
 - (1) Ending on a “NO” during the offering of overtime may occur when the entire balance of hours group has been offered.
 - (2) In the event that the entire balance of hours group has not been offered overtime, all “NO”s will be removed up to the last acceptance (“YES”).
- (F) Holiday Period

In the application of Article 2 of the Local Equalization of Overtime and/or Part Time Hours Agreement, as it pertains to Holiday Periods, the following is agreed to between the parties.

- (1) The employee(s) lowest in hours capable of doing the work within their respective equalization of hours group at the start of their regular shift two (2) days before the start of the Holiday Period specified in the Master Agreement will be considered as low in hours for the entire Holiday Period, including weekend overtime just preceding or following the Holiday Period.
- (2) Employees who fail to accept work which is offered during a Holiday Period will not be charged for the overtime hours they may reject with the following understanding: All overtime hours offered or worked at the end of any regular shift prior to a

holiday period are chargeable to the employee's balance of hours. Overtime hours offered and not worked prior to the start of the next regular shift after a holiday period are not chargeable.

- (3) The hours of employees who work during a Holiday period will be charged to their overtime records based upon the premium pay they would receive for such work.

(G) Grievance Settlements - Charging Hours

In cases of grievance settlements involving back pay awards, the appropriate hours will be charged to the employee's overtime hours record the Monday following the date the grievance settlement award (as evidenced by Form DE-2438) is paid to the employee. After a transfer, an employee will not be charged for a grievance award from their previous department.

(H) Jury Duty

Employees on Jury Duty or subpoenaed for court related functions will not be charged for overtime hours available in their group while they are required to be absent from work for such purposes.

(I) Skilled Trades

The responsibility of offering overtime belongs to the employee's supervisor. Where the standing of hours in an established equalization of overtime hours group are equal the employee with the longest skilled trades date of entry will be offered first. Where the skilled trades date of entry are the same, Article (4.4)(B) will apply.

(J) Overtime Notification

As concerns the skilled trades provisions for weekend package overtime, where the overtime schedules for both Saturday and Sunday are known in advance, employees

will be notified of the overtime schedules for both days prior to the end of the shift on Thursday.

Where overtime schedules for a holiday are known in advance, employees will be notified of the overtime schedule twenty-four (24) hours in advance.

(K) Leave of Absence

Employees on any leave of absence in excess of one (1) year will be removed from the equalization of hour's record and given the mean hours of the group to which they are assigned upon their return to work.

**2022 DDC-UAW
CONTRACT SETTLEMENT
AGREEMENT**

Agreement dated this 25th day of May, 2022 between Detroit Diesel Corporation, hereinafter called the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 163, hereinafter called the Union.

The parties hereto agree as follows:

1. New Master Agreement

A new Master Agreement to be dated May 25th, 2022 and to become effective as hereinafter provided in Item (14) of this Agreement has been negotiated by the parties.

2. Union Bulletin Boards and Publication Racks

The Union agrees to indemnify the Company against any and all actions, charges, claims, damages or losses of any kind or nature whatsoever resulting from, arising out of, based upon, or attributable to (1) any material posted or displayed on Union bulletin boards bearing the written approval of the President of the Local Union or the Chairperson of the Shop Committee, or (2) the display and/or distribution through the Union Publication Racks of publications of the Local Union and International Union which have been certified to Management as official by the President of the Local Union, the Chairperson of the Shop Committee or the International Union Representative.

3. Indemnity Agreement

The Union agrees to enter into indemnity agreements with the Company and the Trustee of the DDC-UAW Supplemental Unemployment Benefit Plan Fund whereby the Union indemnifies and protects the Company and the Trustee against liability arising from the check-off of Union membership dues and initiation fees from employee's wages or from any

Regular Benefits received under the DDC-UAW Supplemental Unemployment Benefit Plan.

4. Grievances Under Old Agreement

Grievances filed with Management prior to the effective date of the 2022 Master Agreement may be appealed to the Arbitrator and considered by him or her under the provisions of the 2016 DDC/UAW Agreement as though that Agreement were in effect until the effective date of the new Agreement.

5. Union Security and Check-Off of Union Membership Dues

It is agreed that an automatic dues deduction provisions for Union Security and Check-Off of Union Membership Dues will be provided in the new 2022 Agreement as Section 10.2

6. Master Agreement Changes and/or Waivers

It is agreed that it may be beneficial for the Union and Management to consider alternative work schedules and other changes at the plant. It is further agreed that in order to facilitate and encourage such innovations, it may be necessary to change and/or waive certain provisions of the Master Agreement.

7. Related Supplemental Agreements

New supplemental agreements, including letters of understanding, are agreed to, except that certain of them shall be revised and new ones agreed to according to the provisions of each such agreement.

An amended Supplemental Agreement Covering Pension Plan; an amended Supplemental Agreement Covering Supplemental Unemployment Benefit Plan; an amended Supplemental Agreement Covering Guaranteed Income Stream Benefit Plan; an amended Supplemental Agreement Covering Recognition Bonus Program; an amended Supplemental Agreement Covering Personal Savings Plan; an amended Supplemental Agreement Covering Group Legal Services Plan; and amended

Supplemental Agreements Covering Life and Disability Benefits Program and Health Care Program are agreed to, effective in accordance with and subject to the provisions of each such agreement.

8. Life and Disability Benefits Program

Notwithstanding the provisions of Item (9) of this Contract Settlement Agreement and the applicable provisions of the Master Agreement, those provisions of the Life and Disability Benefits Program of the Master Agreement which have as their effective date the effective date of the new Agreement shall become effective on May 25th, 2022.

9. Life and Disability Benefits Program and Health Care Program

The 2022 Supplemental Agreements Covering Life and Disability benefits Program, Exhibit B; and Health Care Programs Exhibit C, set forth in the pages which are initialed by the parties, are agreed to, effective in accordance with and subject to the provisions of such pages.

10. Personal Savings Plan

A 2022 Supplemental Agreement Covering Personal Savings Plan, Exhibit G, set forth in the pages which are initialed by the parties, is agreed to in accordance with and subject to the provisions of such pages.

11. Group Legal Services Plan

A 2022 Supplemental Agreement Covering Group Legal Services Plan, Exhibit I, set forth in the pages initialed by the parties is agreed to, effective in accordance with and subject to the provisions of such pages.

12. Wages Earned Definition

For the purpose of this Agreement, monies distributed in the form of Recognition Bonus payouts and Payments provided for in Article (9) shall be considered wages earned.

13. Ratification and Effective Date

- A. The new Agreement shall become effective on the first Monday following the Monday the Company receives satisfactory notice from the Union that the new Agreement has been ratified by the Union membership provided that the Corporation receives said notice from the International Union on or before June 6th, 2022.
- B. No provision of the new Agreement shall be retroactive prior to the date such Agreement becomes effective, unless otherwise specifically stated therein.

14. Counterpart Signatures

The signatures hereon shall be applicable to each of the various written agreements to which each party has committed itself in the same manner and with the same effect as if physically subscribed thereon.

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

U.A.W. - LOCAL #163

Mark Gibson
Ken Bennett
Jason Hibbler
Derrick Jones
Thurman Holmes
Tom Tuomi
Frank Robinson Jr.
Bob Lindow
Ralph Morris Jr.

DETROIT DIESEL CORPORATION

Eileen Frack
Matt Pfaffenbach
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MEMORANDUMS OF UNDERSTANDING

DDC/UAW: DETROIT DIESEL ENGINE PRODUCTION 2022 – HDE/MDEG/TCC

A. Introduction

The fundamental focuses for the future success of the Detroit Diesel Redford Engine Plant must be maximization of productivity and efficiency, continual/sustained reduction of hours to produce engines, and continuous improvement. Any past practice or behavior that negatively impacts the attainment of the above mentioned concepts will significantly reduce the possibility of future success for the Detroit Diesel Redford Engine Plant and diminish its strategic position within Daimler Trucks North America.

To that end, the parties have agreed to make changes necessary to position Redford as the engine plant of choice for Daimler. All actions identified in this Memorandum of Understanding and any and all contractual language contained in the Master Agreement that is contradictory will be amended to be consistent with the agreed upon actions, changes, and modifications during the 2016 negotiations. Furthermore, any actions, changes or modifications described in the Memorandum of Understanding that do not currently exist in the Master Agreement will be added when identified.

B. Commitment

Detroit Diesel recognizes the need of all its members to have a measure of job and income security and to have a job that provides opportunity for both accomplishment and reward. At DDC, we believe that job and income security derive from committed members working together consistently to improve and achieve our goals and share in the successes of the Company.

Detroit Diesel expects a guaranteed contribution, work effort and participation from each of its members. These items are basic job responsibilities of each and every person - activities to be part of every workday and expected of every person. DDC expectations include:

Safety – It is a condition of employment.

- Properly wearing PPE
- Follow safety rules and regulations
- Make others aware of safety issues
- Work accident free
- Submit safety suggestions
- Participate in all safety training
- Avoid safety hazards
- Eliminate trip hazards
- Using the right tool for the right job

Quality – It is a total commitment.

- Ensure the job is done correctly the first time
- Produce no scrap or rework
- Ensure every engine sent to your customer is the best
- Build a product you would put your own name on

Attendance – Employees are expected to be organized and at their work assignment every day, on time, as scheduled - only constant work effort will assure success.

Seeking improvement every day – Suggest profit improvement ideas, process changes, better ways to do your job, increase your output, improve your quality, etc. No matter how good it seems, every job can be improved.

Team work - Departmental leadership and peers work in cooperation continually to meet the department, company and individual goals.

Meeting production goals - Teams will assist in achieving production output of their area with the goal of implementing continuous improvement activities to increase output and reduce cost. The standards established will be used to calculate product cost and track team performance.

Maximizing our resources - (tools, machines, and supplies) Use your resources correctly as defined and instructed to produce the maximum number of engines at the lowest cost.

Working to solve daily problems - You must do everything possible to keep your job a quality operation during the entire shift.

The term “**Effort Equals Results**” has real meaning to Detroit Diesel. There are other companies that supply diesel engines. Only by outperforming the competition and completely satisfying our customers can real job security be realized.

C. The Future

Currently available in six (6) displacements (5.1L, 7.7L, 10.7L, 12.8L, 14.8L and 15.6L), the Detroit Diesel Engine Production is a world class initiative requiring state-of-the-art manufacturing flexibility, dramatic improvements to manufacturing processes and a major reduction in labor hours per unit in order to meet the aggressive cost targets required by the market place conceptually for the next 20 years.

With production spanning four (4) continents, the Daimler Truck Engine Program optimizes cost through the highest volume objectives possible, by closing the portfolio gap to satisfy customer demands and by eliminating redundancy and maximizing commonality among production sites from a product perspective. The Company will work with the Union to review Daimler Trucks Production Network balancing decisions when primary production location exceptions occur.

Management will work with the UAW Sourcing Committee to review current engine components for potential in sourcing opportunities as contracts expire. Cost competitiveness is a critical factor in all sourcing decisions. In sourcing could only occur if the business case on cost and price meets Daimler’s established investment criteria.

To that end, unless otherwise determined by mutual agreement between Management and the UAW Sourcing Committee, the following will continue to be received from outside sources, including but not limited to:

- Turbo w/ Fittings
- Compressor w/ Fittings
- A/C Compressor w/ Fittings
- Exhaust Manifold
- VGT and EGR Solenoids
- Hoses and Tubes

- Cam Carrier Assembly
- Oil Module Assembly
- Ship Loose Kits
- Pistons
- Gear Assemblies
- Crank
- Belt Tensioners
- Idler Pulleys
- SCR Valve w/ Fittings
- Bolts w/ Sealant or Lubricant
- Low Pressure Fuel Pump w/ Fittings
- High Pressure Fuel Pump w/ Fittings
- Fuel Module
- Turbo Compound
- Oil Pan
- Bolts Retained in Assemblies
- Crankcase Breather

The UAW acknowledges the globally competitive environment within which Detroit Diesel operates and recognizes the need for new investment to maintain the Redford facility's proud heritage as a major manufacturing site within the Detroit area.

The current investment associated with the Heavy Duty Engine, Medium Duty Engine and Turbo Charger Programs represent core product operations upon which the Redford/Detroit Diesel facility can continue to build a secure base of jobs for employees represented by the UAW.

D. Flexible Operating Practices

The following operating practice improvements developed by the parties will be implemented:

1) Teams

Production employees will be organized into work teams reflecting logical process considerations within business units. As members of a team, employees will be organized in small groups of four (4) to eight (8) members on average and will rotate fully within scheduled assignments. Exceptions to this ratio will be made by mutual agreement between the parties.

Within an environment governed by lean manufacturing concepts, team members will be engaged in problem solving and extensive continuous improvement activities. Duties will include responsibility for waste elimination, standardized work, error proofing, cost reduction efforts, control of quality and process measures, and personal quality sign off/ stamp type procedures. Among other duties, production team members

will be responsible for the performance of inspection and checks related to PM, equipment (including minor adjustments and oiling(one (1) gallon or less)), TPM, maintaining a clean work area including sweeping and maintenance, and the performance of related tasks when time permits. These duties could include some job overlap, minor repair and non-traditional duties determined by department specific agreements. Material Technicians can do small preassembly, non torque or line controlled installation of bolts and similar activities. Work content will be reviewed and agreed upon with the union on a case by case basis prior to implementation.

The parties discussed the significant change represented by the introduction of a team based workplace organization. The corporation acknowledged a substantial investment in employee training would be required to transform the workplace from its current state to the ideal state contemplated by this Memorandum of Understanding. Team members will be expected to participate in training and implement continuous improvements to the process through problem solving, standardized work practices, lean manufacturing concepts, conflict resolution, quality and inspection systems, pull system concepts, error proofing and safety and ergonomic applications. Team Members or Leaders participating in continuous improvement (TOS/TPM) workshops will be eligible for any approved overtime required to complete the workshop. For each workshop, participants will be considered the employees lowest in hours capable of doing the work and will be charged accordingly.

2) Team Leaders

Team Leaders (T/L) will be selected through a formal qualification process. The selection process will utilize a 100 point factor system. A minimum of 85 points will be required for consideration. Where two or more candidates are determined as qualified for the T/L position, seniority will be the deciding factor. Among other duties, Team Leaders will be responsible for training team members and replacing team members who are absent from the workplace. Disqualification of Team Leaders will occur through the Team Leader evaluation agreement (Management and Team Member Review) except in those cases where the Team Leader receives disciplinary action resulting in a disciplinary layoff.

3) Skilled Trades Teams

Skilled trades employees will be assigned to teams supporting various business units within the Redford facility as a natural progression from the skilled trades zone matrix established in February 2004.

It is understood that the primary purpose of establishing teams within skilled trades is to increase responsiveness, reduce project completion time, and improve equipment uptime and efficiency and throughput. This will require significant cross-trade interaction including mixing lines of demarcation to achieve proactive teamwork between trades classifications and to complete tasks efficiently. To that end, teamwork between trades classifications will include performing the assignments identified in the Skilled Trades Team Work Concept Memorandum of Understanding considered common maintenance work.

Skilled trades production support teams will be organized into small groups of core trades that are designated to support specified production teams. The skilled trades production teams will be co-located with the production personnel to support equipment up-time and process through-put and will be responsible for the maintenance of production equipment.

4) Classifications

In the spirit of continuous improvement, the parties agree to explore world-class classification structures (both skilled and non-skilled) and implement them when business conditions allow.

Machining

Employees in the Machine Specialist classification will be required to maintain their qualification (checklist process). Employees who fail to maintain their qualification will be given thirty (30) days to re-qualify. If the employee is unable to meet the qualification requirements after this thirty (30) day period, the employee will be disqualified from the Machine Specialist classification and placed into an open job. Under this procedure, employees will be considered disqualified from the Machine Specialist classification for a period of eighteen (18) months from the date of determination. Qualification criteria for the HDE

Machine Specialist classification will be established in a separate MOU and Training Agreement for each department.

Machining Division employees working outside HDE Machining areas are considered qualified as Machine Specialists and will receive the established rate but will be considered the same department designated classification for all other purposes within their department and will be eligible to work in HDE Machining areas as needed. Employees are required to be pre-qualified or currently classified as Machine Specialist to be eligible for any Machining Division opening.

Management will review all qualification/disqualifications with the union and provide specific reasons for the inquiry. Management must make the appropriate training available during the timeframes specified above.

5) Attendance, Absenteeism and the Work Schedule

The parties recognize an engaged workforce begins with the employee's commitment to regular attendance at work. In order to achieve reduction from the current absentee rate, a no-fault process will be used to manage absenteeism and contractual time off. Employees will be required to call-in when they are unable to attend work or unable to attend work on time for the start of their regular shift or overtime assignment. To encourage advance approval and planning, active employees with one (1) or more years of seniority will be eligible for their full paid vacation entitlement on January 1st of every year.

During times of new production start and ramp-ups, employees may be required to work ten (10)-hour shifts.

In the event that business conditions and/or operational requirements necessitate development of additional shift models and pay structures, the parties agree to jointly develop cost effective shift model solutions to maximize operational efficiency and implement by mutual agreement. The parties also agree that once a seniority group has exhausted recall requirements, the parties will meet to implement a Temporary Full Time agreement. This new agreement is anticipated to be similar to the current Temporary Part Time agreement for full time employment of new hires without the restriction of the number of days scheduled per week.

The current Negotiated Overtime Agreement will be modified to simplify the canvassing procedure with the intent of reducing overtime violations. The current electronic overtime canvassing system will be modified for

introduction as a plant wide application. The parties commit to review and modify as necessary established EOT arrangements to maximize operational efficiency. Due to the provisions of Article 11, overtime will be defined as periods of extra work outside the hours of an employee's standard schedule. Employees will be expected to fulfill their standard work schedule even when actual hours are being compensated at a premium rate.

Relief time will be a total of forty-six (46) minutes for an eight (8) hour period. This relief time will be broken down into a sixteen (16) minute break and a thirty (30) minute lunch period. Tag relief may be provided utilizing existing team personnel for these relief periods in machining, engine test, and other areas mutually agreed to by the parties. Production skilled trades team's breaks will be scheduled to allow for continuous coverage for production departments. Break periods will be set by management and could include periods of equipment down time.

6) Vacancy backfills

In order to ensure quality and to support the investments in training, the following employee movement practices will be implemented:

Flexible recall, layoff, new hire and temporary full time provisions have been introduced to meet the demands of our customers while maintaining our cost competitiveness, operational stability and consistent work environment.

E. Redford

Considerable discussion has taken place regarding the inefficiencies inherent in the Redford facility. Company representatives have outlined for the Union that the manufacturing floor space requirements for the Heavy Duty Engine program approximate 600,000 square feet. This contrasts significantly with the Redford facility, estimated to be 3 million square feet in its present configuration.

In the development of a flexible approach to manufacturing the Detroit Diesel Engine Production and/or opportunities to offset the cost associated with the Redford facility, various options may be considered including a joint venture, separate corporate entity, supplier parks or potential third party approaches. It is understood between the parties

that these flexible arrangements will not restrict or prohibit new work investment opportunities for Detroit Diesel in Redford. When a third party (Detroit Axles as one example) provides investment and/or operates facilities within the Redford facility or on its property, employees would be employed by the third party, provided wages and benefits competitive with other firms in the area in like enterprises.

Consistent with the parties joint commitment to offset the expense associated with maintaining the Redford facility, management and the Union agreed to make manufacturing floor space available for lease to Detroit Axles as it continues to industrialize new products and provide jobs to employees represented by the UAW in the community. The parties further agreed the introduction of Detroit Axles to the main Redford building would provide a model upon which to introduce other 3rd party concerns to the facility – 3rd parties whose employees would be employed under provisions (wages, benefits, and operating practices) that mirror those outlined in the collective agreement between UAW Local 163 and Detroit Axles.

F. Staffing Levels and Job Security

The parties agree that the primary mechanism to ensure job security is a sustained competitive position in a changing marketplace. To that end, the parties agree to the need for maintaining focus on work rules, practices, processes and conditions that have an adverse effect on operations and to make recommendations for efficiency improvements. As production schedule fluctuations occur with the Detroit Diesel Engine Production, Detroit Diesel will continue to focus on increased productivity and optimize staffing levels that support overall business competitiveness.

In the event management decides that workforce reductions resulting in permanent job loss as a consequence of continuous improvement or workplace restructuring actions cannot be accomplished in a timely and efficient manner through normal attrition, and notwithstanding the provisions contained in the Memorandum of Understanding Job Security Program and the Memorandum of Understanding Sourcing, the parties agree the following procedure will be taken, separately for skilled trades and non-skilled employees and for skilled employees, by trade:

1) Schedules A and B:

- A) Employees who were hired prior to September 28, 1998 and do not qualify for the Hourly Incentive Plan will be offered an opportunity to apply for the Voluntary Termination of Employment Program providing a guaranteed lump-sum benefit payment subject to the limitations and conditions outlined below:

The maximum gross amount of the benefit payable under this program is \$77,000 for employees with twenty-five (25) or more years of seniority.

<u>Years of Seniority at Application Date</u>	<u>Lump Sum Payment Amount</u>
<u>20 but less than 25</u>	<u>\$72,000</u>
<u>25 or more</u>	<u>\$77,000</u>

If the number of separations resulting from step (A) is less than the number of jobs that will be permanently lost employees will be offered the opportunity to participate in Schedule (B) under the limitations and conditions contained herein.

- B) Employees who were hired prior to May 1st, 2010 will be offered an opportunity to apply for the Voluntary Termination of Employment Program providing a guaranteed lump-sum benefit payment subject to the limitations and conditions outlined below:

The maximum gross amount of the benefit payable under this program is \$40,000 for employees with twenty-five (25) or more years of seniority.

<u>Years of Seniority at Application Date</u>	<u>Lump Sum Payment Amount</u>
<u>10 but less than 15</u>	<u>\$20,000</u>
<u>15 but less than 20</u>	<u>\$30,000</u>
<u>20 but less than 25</u>	<u>\$35,000</u>
<u>25 or more</u>	<u>\$40,000</u>

In no event however, shall the amount of a VTEP payment provided under this program exceed the amount permissible under the Employee Retirement Income Security Act of 1974 (ERISA).

An employee who accepts a VTEP payment shall be provided with basic health care coverage for a period of six (6) months consistent with the current health care continuation provisions contained in the Detroit Diesel/UAW supplemental agreement.

An employee who accepts a VTEP payment shall (i) cease to be an employee and shall have his/her seniority broken as of the last day worked subsequent to the date his/her application for a VTEP payment is received (“Termination Date”), and (ii) shall have canceled any eligibility for any other incentive payment outlined in this Memorandum of Understanding.

Hourly Incentive Program (HIP) and Voluntary Termination of Employment Program (VTEP) of the current Detroit Diesel Engine Production 2016 HDE/MDEG/TCC Memorandum of Understanding:

If a reduction in force occurs during 2022, the company will offer a total of 25 HIP and 25 VTEP (for employees hired prior to November 1st, 2004) packages of \$30,000 total each prior to December 31st, 2022 with all participating employees being off the company payroll by January 1st, 2023.

G. Skilled Trades

Third party Business Units will provide their own support for process equipment, maintenance/repair and housekeeping in accordance with their needs.

The world-class competitive state of this multi-employer/multi-business unit within one (1) plant location will require a unique approach to support the infrastructure and to allow each business unit to operate independently.

To that end, buildings, grounds and utility infrastructure maintenance along with general plant housekeeping will be assigned to a Redford Support Department designed to support overall plant structure. DDC will ensure its skilled trades are given first priority for work contracted out by Redford campus third-party employers except as agreed upon in the tenant section of the Sub-Contracting Associated Overtime Agreement. Consistent with Article (6.14) Sub-Contracting, Paragraphs (H) and (I), the notification process relating to Form 183 will be coordinated through

the Manager – Human Resources and supported by a regular schedule of meetings. In cases where DDC skilled trades are not selected to perform the work, Associated overtime will apply according to established practice as revised in the 2016 Master Agreement.

H. Conclusion

Where the provisions of the Master Agreement between the parties and the intent of this Memorandum of Understanding generate issues unanticipated by the union and management, the parties agree the conceptual framework and commitment to competitiveness underlying this Memorandum will prevail in reaching resolution to the subject issues. In cases where the local parties are unable to reach resolution, the matter will be referred to the second step of the grievance procedure.

This Memorandum of Understanding agreed to by the parties forges a link between the retention of the Detroit area's manufacturing base and the joint commitment of DDC and the UAW to world-class competitiveness.

Signed and dated this 25th day of May, 2022 in Redford, Michigan;

U.A.W. - LOCAL #163

Mark Gibson
Ken Bennett
Jason Hibbler
Derrick Jones
Thurman Holmes
Tom Tuomi
Frank Robinson Jr.
Bob Lindow
Ralph Morris Jr.

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DATE: 5-25-2022

**MEMORANDUM OF UNDERSTANDING REGARDING
ESTABLISHMENT OF THE MEDIUM DUTY ENGINE GENERATION
(MDEG) IN REDFORD.**

During negotiations the parties have had continued dialog regarding the Medium Duty Engine Generation (MDEG) Program in Redford. The following agreement is the result of those discussions.

MDEG Operations will operate using the principles established in the MOU DDC/UAW: Detroit Diesel – Detroit Engine Production 2022 HDE/MDEG/TCC within the 2022 Master Agreement and as the practices further defined in this agreement. This agreement establishes operating practices governed by lean manufacturing concepts where team members will be engaged in problem solving and extensive continuous improvement activities.

Selection Process:

1. Employees will be afforded an information session with management/Union participation. The information session will allow the applicant to fully understand the roles and responsibilities of the operating strategy and team concept.
2. Employees will be required to successfully complete a joint interview selection process, including representatives from Management and the UAW.
3. Applicants must be willing to be trained in the following: Team based manufacturing philosophy, TOS+ & lean manufacturing concepts, practical problem solving and other relevant subjects as required by the business.
4. Selected employees will remain in their home department until the parties mutually agree to transfer employees to their new department/classification.
5. The team leader selection process will be utilized to determine eligibility for team leader openings. The team leader will be selected jointly (MGT/UAW) from list of eligible and available candidates.

Employees selected and transferred on a primary or secondary job posting for the MDEG operations will be restricted from posting for an opening for three (3) years after the start of production, including other new work.

A technician from the Daimler Production Network is expected to be assigned to the program for training, coaching and mentoring of UAW MDEG Operations Team Members. In addition, the technician will provide hands on training and perform bargaining unit work on the line as necessary to maximize assembly processes and procedures. This may also include working to support production during emergency situations or in support of continuous improvement initiatives.

This product and its variants are part of the Daimler Trucks Production Network and will be manufactured in multiple locations for any Daimler market at the sole discretion of the company.

This Memorandum of Understanding agreed to by the parties forges a link between the retention of the Detroit area's manufacturing base and the joint commitment of DDC and the UAW to world-class competitiveness.

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DATE: 5-25-2022

MEMORANDUM OF UNDERSTANDING REGARDING THE TURBO CHARGER BUSINESS IN REDFORD

During negotiations the parties have had continued dialog regarding the Turbo Charger Business in Redford. The following agreement is the result of those discussions.

Turbocharger Operations will operate using the principles established in the MOU DDC/UAW: Detroit Diesel – Detroit Engine Production 2022 HDE/MDEG/TCC within the 2022 Master Agreement and as the practices further defined in this agreement. This agreement establishes operating practices governed by lean manufacturing concepts where team members will be engaged in problem solving and extensive continuous improvement activities. The following is the result of those discussions.

The duties assigned to Turbocharger Specialist (TCS) are not restricted to the traditional duties of a team member and combine traditional assembly and machining responsibilities.

Along with the duties described in the MOU DDC/UAW: Detroit Diesel – Detroit Engine Production 2022 HDE/MDEG/TCC, Team Members assigned to the Turbocharger Operations will be responsible for:

- Gauging off line and SPC feedback loop check 1 and 2.
- Operate CNC equipment.
- Tool change and adjustment.
- Fault recovery.
- TPM Level 4.
- 5S/Task Cards
- Loading/Offloading
- Handling dunnage
- Processing rework, repair, and scrap
- Actively participate in C.I. of process performance and safety (S, Q, D, C, M)
- Report obstacles to Team Leader.
- Data collection and defect reporting input
- Change over
- Job rotation among team members
- Maintain a clean work area
- Utilize tag relief
- Computer skills are required

All selected TCS undergo a (3)-month evaluation period. During this 3-stage period, the TCS demonstrates their ability to perform all aspects of the TCS job to their Supervisor.

In addition to the duties described above the Team Leader shall also be responsible for:

- Facilitate and coordinate cell production, produce parts/ operate equipment, C.I. activities, Team discussions and communication with supervisors and support groups.
- Plan Daily absenteeism/vacation scheduling.
- Communicate to the team utilizing the S, Q, D, C, M metrics.
- Prepare and lead team discussions.
- Input and maintain defect reporting data.
- Coordinate job rotation plan/Update training matrix.
- Track team metrics on Team Board.
- Troubleshooting machine faults and operation down time issues, root cause investigation and problem solving.
- Process rework and scrap.
- Support internal tool set – up.
- Report obstacles to the supervisor.
- Responsible for training and certification of new specialists.
- Utilize tag relief

Selection Process (Turbocharger Production and Maintenance Specialist):

6. All employees will be afforded an information session with management/Union participation. The information session will allow the applicant to fully understand the roles and responsibilities of the operating strategy and team concept.
7. All employees will be required to successfully complete an interview selection process.
8. Applicants must be willing to be trained in the following: Team based manufacturing philosophy, TOS+ & lean manufacturing concepts, and leadership training.

9. All turbo charger employees will follow the TCC evaluation process, pre and post- testing and evaluation requirements for production and skilled trade applicants.
10. Scoring a minimum of 85% on newly developed written test and practical training (check list) in department is required to be eligible for TCS openings.
11. Selected employees will remain in their home department until the parties mutually agree to transfer employees to their new department/classification.
12. The team leader selection and evaluation process will be utilized to determine eligibility for all team leader openings. The team leader will be selected jointly (MGT/UAW) from the list of eligible and available candidates.

Employees selected and transferred on a primary or secondary job posting for the Turbocharger operations will be restricted from posting for an opening for three (3) years after the start of production, including other new work.

The parties further agree that in the event that a plant wide layoff is necessary, employees assigned to the Turbocharger Operations will be exempt from the layoff by seniority for a minimum of ninety (90) days unless otherwise extended by up to fifty-nine (59) days by mutual agreement. (HR and the union will meet to reduce negative impact in manpower) The parties understand that these arrangements may create situations where employees are either active or on layoff out of line of seniority. The parties will review the production plan before ninety (90) days after the effective layoff date to determine if the plan requires the layoff to impact the Turbocharger Operations.

A maintenance zone has been established for the Turbocharger Operations. It is the intent of the company to have one working leader and select number trades consisting of electrical and mechanical trade positions will be established to ensure appropriate maintenance support within the TC Operations. It is expected that these maintenance positions will perform the majority of the needed maintenance activities. This opening will be considered new work and will be subject to the terms of this agreement; specifically the qualification, three (3) year

transfer restriction, divisional and layoff protection. The Turbocharger Maintenance Specialist will not be subject to the terms established in Article 5 – Shift Preference or Skilled Trades Demand 12 during the first 3 years of this agreement following the start of production. These skilled trade positions will be required to perform production work during emergency situations.

A technician from the Daimler Production Network is expected to be assigned to the program for training, coaching and mentoring of UAW Turbocharger Operations Team Members. In addition, the technician will provide hands on training and perform bargaining unit work on the line as necessary to maximize assembly processes and procedures. This may also include working to support production during emergency situations or in support of continuous improvement initiatives.

This product and its variants are part of the Daimler Trucks Production Network and will be manufactured in multiple locations for any Daimler market at the sole discretion of the company.

This Memorandum of Understanding agreed to by the parties forges a link between the retention of the Detroit area's manufacturing base and the joint commitment of DDC and the UAW to world-class competitiveness.

Signed and dated this 25th day of May in Redford, Michigan;

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DATE: 5-25-2022

MA: MEMORANDUM OF UNDERSTANDING UAW-DDC JOINT TRAINING ACTIVITIES

During negotiations, the parties discussed the challenges in the marketplace. There is mutual recognition that these challenges require a fundamental change to maximize the potential of our human resources. This change can occur only by fostering a spirit of cooperation and mutual dedication that will permit the full development of the skills of our people. Success in these endeavors benefits all of the parties. The UAW through a strong and viable membership; the employees through job satisfaction and job security; and the Corporation through achieving its goal of being a world class competitor.

The term “jointness” is understood to mean that concepts for these activities are jointly developed, implemented, monitored, and evaluated. Furthermore, decisions must be arrived at in a setting which is characterized by the parties working together in an atmosphere of trust; making mutual decisions at all levels which respect the concerns and interests of the parties involved; sharing responsibility for the problem solving process; and sharing the rewards of achieving common goals.

The parties agree that the mechanism for monitoring and implementing Joint Training activities under this Memorandum will be the UAW-DDC Joint Training Activities Executive Board.

I. EXECUTIVE BOARD JOINT ACTIVITIES

It is agreed that the Co-Director of the Executive Board will be the Manager of Human Resources and the Shop Chairman, as well as the UAW and DDC Co-Directors of Employee and Product Training.

The scope of the UAW-DDC Executive Board is any mutually agreeable activity or program that enhances the skill development and training of current employees.

The duties and responsibilities of the Executive Board will include, but not be limited to, the following:

- A. Setting policies and providing guidelines;
- B. Allocating funds for projects and activities;

- C. Monitoring expenditures for approved projects and activities;
- D. Evaluating and auditing the ongoing performance and results of their efforts;
- E. Keeping UAW leadership and Corporate management informed of joint Union-Management activities and the progress of achieving their objectives.

II. FUNDING

Funding to support Joint Activities will be assigned to the Operating Expense Budget of the Detroit Diesel Human Resources Department.

A. Agreement Expiration

In the event the parties should agree to discontinue, in whole or in part, this Memorandum prior to the expiration date of the new Master Agreement, or upon expiration, the parties shall meet to discuss any problems arising out of the termination. After reconciliation of claims, commitments, and accruals through the expiration date of the new Master Agreement, remaining FUNDS shall be disposed of in such manner as the parties deem consistent with the objectives of this Memorandum.

In the event of discontinuance or expiration, any balances will remain with the Corporation and the Union will have no claim on such funds.

III. APPROVAL PROCESS

Requests for authorization to expend funds must be approved in advance by the Executive Board - Joint Training Activities.

IV. FUNDS UTILIZATION

The FUNDS may be used for endeavors in furtherance of this Memorandum of Understanding or other joint efforts that the

Executive Board deems appropriate. The parties are specifically empowered to review and evaluate this Memorandum and it's guidelines and make mutually satisfactory adjustments and modifications during the term of this Agreement.

Following are illustrative examples of appropriate uses of the various funds.

Examples of Appropriate Funds Utilization

- Efforts to assist laid off workers
- Specific projects dealing with active workers
- Tuition Assistance Program
- Joint Studies
- Joint Pilot programs
- Joint Training efforts for active employees
- Subsidize hiring of employees as OJT backfills
- Joint Agreement administration
- Training efforts of active employees in job related skills, basic education enhancement, interpersonal skills and QWL.

It is understood that nothing in this Memorandum limits the rights of either party to provide education and training programs on the same, similar or other subjects.

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DATE: 5-25-2022

TEMPORARY PART-TIME EMPLOYEE PROGRAM MEMORANDUM OF UNDERSTANDING

The parties agree that Detroit Diesel Corporation may hire temporary part-time employees to supplement the work force for straight time, overtime or weekend work subject to the provisions outlined in this Memorandum of Understanding.

The effective utilization of a temporary part-time employee program supports a progressive approach to balancing the needs of employees to utilize contractual time such as vacation and Paid Absence Allowance with the corporation's focus to meet the needs of customers throughout various business conditions. The temporary part-time employee program will not change the Company's commitment to maintain proper staffing levels. The parties commit to working together to support the effective utilization of the program to balance their mutual needs and support work/life balance. To this end, the parties will jointly focus on specific scheduling opportunities to utilize temporary part-time employees and the general implementation of the program.

Therefore, it is agreed this Memorandum of Understanding shall govern the employment of such temporary part-time employees.

- I. Temporary part-time employees are employees hired by Detroit Diesel who may be scheduled to work on Mondays, Fridays and Saturdays, subject to the following:
 - a. Prior to temporary part-time employees being scheduled to work, overtime availability shall be exhausted within the division in which the temporary part time employee is to be scheduled to work.
 - b. On days they are scheduled to work, temporary part-time employees may be scheduled any part or all of the hours scheduled normally not to exceed eight (8) hours for the department in which they are assigned.
 - c. When mutually agreed by the parties, temporary part-time employees may be scheduled to work

daily overtime, days in addition to those specified in Section I. above, and/or be utilized for unplanned absenteeism.

- d. The employment by Detroit Diesel of temporary part-time employees shall not be considered as an infringement of the rights of regular employees under the DDC/UAW 2016 Master Agreement provided, however, a seniority employee who is to be indefinitely laid off from the plant pursuant to such a reduction may request to displace a temporary part-time employee once during the layoff period. Seniority employees who displace temporary part time employees shall, during the period they would otherwise be on indefinite layoff, be required to comply with the work schedule for temporary part-time employees.
 - e. A seniority employee who upon being indefinitely laid off elects to displace a temporary part-time employee or who, while on such layoff, is hired to work as a temporary part-time employee shall be paid a rate determined in accordance with the applicable provisions of Article 9 of the Master Agreement. Such employee shall also be provided the level of life, accidental death and dismemberment insurance, and Medical, Dental and Vision coverage, but not Supplemental Unemployment Benefits (SUB), to which the employee would have been entitled if he had continued as a laid off seniority employee, but only for the length of time he would have been entitled to such benefits if he had remained on in-definite layoff.
- II. Temporary part-time employees shall be subject to the provisions of Article 9 of the Master Agreement. It is understood that such employees shall receive one (1) week of credit toward wage progression pursuant to

Article 9.2 for each five (5) days actually worked. Each increase shall be effective at the beginning of the first pay period following the completion of the required number of days actually worked.

- III. The criteria utilized to select temporary part-time employees for employment in the program will be agreed to by the parties and consistent with equal employment opportunity requirements.
- IV. In situations where seniority employees are indefinitely laid off, the parties will mutually agree to the usage (hours, days, overtime, etc...) of the temporary part-time employee program during such business conditions.
- V. A temporary part-time employee shall not accumulate time toward the fulfillment of the one-hundred-eighty (180)-day probationary period defined in Article 4 of the Master Agreement while employed as a temporary part-time employee. In the event a temporary part-time employee becomes a regular full-time employee he or she shall be considered a new employee and shall receive no credit for any purpose for time during which he or she was employed as a temporary part-time employee.
- VI. The Corporation may discharge or terminate the employment of a temporary part-time employee at any time provided, however, the Union may protest in the grievance procedure the discharge or termination of a temporary part-time employee in cases of claimed discrimination on account of race, color, national origin, age handicap, sex or religion.
- VII. A temporary part-time employee shall be entitled to Union representation including the grievance procedure in cases of alleged violation of this MOU.
- VIII. A temporary part-time employee shall be subject to the provisions of Article 10.2, 12.4, and Paragraph 3 of the DDC/UAW Contract Settlement Agreement within the Master Agreement. The initiation fee and monthly dues

regularly required of temporary part-time employees shall be as determined by the International Union, UAW. Notice of the amount of such fee and dues shall be given to Detroit Diesel Corporation in writing by the International Union, UAW.

- IX. A temporary part-time employee will not be assigned to an operation expressly for the purpose of establishing a production standard on that operation: nor will his/her performance be considered either in establishing a production standard or in a dispute over the production standard.
- X. A temporary part-time employee shall not be covered by Exhibits A, B, C, C-1, D, D-1, E, E-1, F and G Supplement to the Master Agreement except as provided in Sections I.E. and XIII of this MOU. He or she shall have only such rights, privileges, compensation or benefits as are expressly set forth by this MOU and the following sections of the Master Agreement: Articles 9.1, 11.1, 11.5, 11.7, 13.7
- XI. A temporary part-time employee shall be paid in accordance with Articles 11 of the Master Agreement.
- XII. A temporary part-time employee shall receive eight (8) hours pay at his or her regular straight time hourly rate for any of the holidays enumerated under Article 8.14 of the Master Agreement when such holidays occur on a regular workday on the employee's workweek, provided the employee (1) actually worked at least one hundred eighty (180) days prior to such holiday, (2) worked his or her last scheduled working day prior to his or her next scheduled working day after such holiday within the scheduled workweek, and (3) would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
- XIII. Temporary part-time employees will be provided limited life insurance and accidental death and dismemberment

insurance benefits. The Corporation will pay the premiums for coverage for any month in which the employee receives pay from the Corporation for any time during such month. Such coverage begins on the first day of the first calendar month next following the month in which employment commences and ceases on the last day worked where employment is terminated.

Temporary part-time employees shall be provided limited Hospital, Surgical and Medical coverage but not Prescription Drug, Dental Expense, Vision Expense, Hearing Aid Expense, or Nursing Home Expense benefits or other benefits as provide under the Supplemental Agreements to the Master Agreement. It is understood there will be no duplication of benefits because of coverage's provided under either of Detroit Diesel Corporation's Insurance Programs. The Corporation will pay the monthly premium for the applicable coverage for each employee while he or she is at work. An employee is considered "at work" in any month he or she receives pay for any time during such month. Such coverage begins on the first day of the twelfth calendar month next following the month in which employment commences provided the employee is actively at work. Coverage ceases at the end of the month in which employment is terminated, except that if employment is terminated solely due to the fact the employee accepted employment as a regular fulltime employee, health care coverage will be continued until the employee becomes eligible for the benefits defined in the Supplemental Agreements to the Master Agreement.

- XIV. This Agreement shall become effective concurrently with, and continue in full force and effect during the term of the Master Agreement.
- XV. This Agreement supersedes and in all respect replaces the Article 12.1 (H) of the Master Agreement.

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**MEMORANDUM OF UNDERSTANDING
REGARDING
DISQUALIFICATION PROCESS**

PURPOSE: To ensure the integrity of Detroit Diesel engines 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; For example, ability to read blue prints, micrometers, and chart SPC's.
2. All incoming employees will be provided job methods training and/or on-the-job training within the new classification per the training matrix.
3. Focused Training: As individual training needs are identified, from either employee or supervisor input or hourly trainer's 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 engines is continually jeopardized by an employee's failure to respond to focused training, then this will serve as grounds for disqualification. Team Concept Team Leaders will be subject to the terms of the Team Leader Evaluation process. Machine Specialist will be subject to the qualification criteria and process established in the Detroit Diesel Engine Production 2022 – HDE/MDEG/TCC Memorandum of Understanding.

The Operational Effectiveness Committee assigned to initially monitor this process will consist of the DDC Shop Chairperson, the CR Representative, the DDC Manager of Human Resources, and his delegate.

Any employee disqualified under this procedure may request that his 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.

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MEMORANDUM OF UNDERSTANDING EMPLOYEE BENEFITS

During negotiations, both parties have agreed to continue the Opt Out or Opt Down procedure for Medical and Dental plans. The following is a description of the plans involved, the amount of incentives receivable for exercising a choice, how that incentive will be paid, and what events subsequent to opting out may cause an employee to change their decision. Any questions or problems concerning this process can be directed to the Benefit Administrator or your UAW Benefit Representative.

Health Care Plans

The following plans will constitute the medical and dental choices for all employees on the roll as of May 28th, 2022:

1. Blue Cross / Blue Shield (BCBS) – PPO
2. Blue Care Network – HMO
3. Health Alliance Plan – HMO
4. Delta Dental – Preferred Plan
5. Delta Dental - DMO
6. MIDA (United Concordia) - DMO
7. EyeMed

Incentives for Opting Out or Opting Down

Employees who are eligible to enroll in the medical and dental plans may elect to opt out of having coverage provided by the company. Employees electing to opt out of medical will receive an incentive of \$2000.00. Employees opting out of dental will receive an incentive of \$200.00.

Election to opt out or down will occur every open enrollment period and the change will take effect January 1st of the subsequent year. Employees receiving an incentive may take payment in one (1) of two (2) ways:

1. Two (2) lump sum payments (January and July); or
2. Weekly payments in their payroll check

Administrative Procedures

Employees electing to opt out of a medical plan must provide proof of coverage to the Benefit Administrator and may be required to provide proof in any year in which the election to opt out is exercised. Once an employee has opted out for the subsequent year, a reversal can only be made if a change in family status occurs (e.g. marriage or divorce, birth or adoption of a child, spouse becomes employed or unemployed, spouse or child dies, or spouse becomes involuntarily ineligible for plan participation with another employer). Reversals will require a pro-rated reimbursement of the original incentive payment, and employees will be required to sign a reimbursement agreement at the time of election. In situations where a married couple are both employed by DDC, or one is a current retiree, neither are eligible for opting out or down.

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MEMORANDUM OF UNDERSTANDING ENVIRONMENTAL CONDITIONS

During negotiations the parties have had continued dialog to focus joint efforts and cooperation to improve environmental conditions in the plant.

A major subject of concern is coolant, the concentrated level of coolant, blocked coolant flumes, which cause backups and overflow situations, and the contamination of coolant which contributes to deteriorating air quality, as well as the high cost associated with frequently dumping systems.

The parties recognize different coolant technologies create different management challenges.

The following procedures have been agreed upon:

Adding Coolant

In order to ensure proper coolant chemistry, coolant will be tested on a regular basis and management will specify additions to the system through Maximo, based on testing data.

Coolant Contamination and Blockage

The prevention of coolant contamination begins with the education of the workforce as to the effects on air quality and housekeeping due to putting foreign matter into the coolant system. Specific steps to be implemented are:

1. Maintain Departmental Housekeeping.
2. Keep machines and equipment free from chip build up on a daily basis.
3. Coolant changes will be scheduled annually, but will only occur based on actual data and industry recommended standards. Any schedule deviation will be reviewed with the shop committee.
4. For open systems (gravity return), the company will schedule a four (4) hour maintenance window every two (2) weeks. In the event a scheduled maintenance window

is missed it will be rescheduled as soon as practically possible.

5. Heighten awareness as part of mandatory safety training for all affected employees.
6. In areas with trench systems, inspection of trenches and underside of floor plates will be done on a biannual basis and cleaned as necessary.

Additionally the parties are committed to a joint approach in the evaluation of requirements prior to the new installation and/or relocation of coolant dependant systems in the plant.

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**MEMORANDUM OF UNDERSTANDING
MANUFACTURING SERVICES
INCIDENTAL WORK**

During negotiations the parties discussed the need for the Company to be competitive in all aspects of its operations. Among the issues discussed were the existing skilled trades and maintenance classification structure, work rules, and practices which originated at a time when competition was less threatening. In an effort to ensure our long term job security and enhance our competitiveness, the parties agree that Skilled Trades and Service employees will perform incidental work.

Incidental work is defined by the complexity and duration of the task. If a task in question does not require the skill and training of a primary craft; compromise the safety of individual(s), and can be performed in a short period of time then and only then will the work in question be deemed incidental work.

If either of these parties feel that abuses of the spirit and intent of this agreement exists, they may request the issue be reviewed by appropriate parties from the International UAW Region 1A and/or Solidarity House, and the Manager of Human Resources for DDC.

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MEMORANDUM OF UNDERSTANDING DDC/UAW JOB SECURITY PROGRAM

During negotiations, the parties reached an understanding on a comprehensive job security program. The cornerstone of this program is the major commitment by the leadership of the Corporation and the UAW to jointly improve operational effectiveness by which to become the dominant force in the diesel engine market. As evidenced by our success since the inception of Detroit Diesel Corporation in 1988, the parties recognize that we are striving toward competitive superiority in the marketplace through the dedicated efforts of all employees. The extent to which we continue in this direction is directly dependent on building engines of the highest quality while remaining competitively priced in world markets. With this objective in mind the parties have agreed for the life of this agreement to provide Detroit Diesel employees with protection against layoffs for virtually every reason other than volume related market conditions and Acts of God.

- I. Employees with two (2) or more years of Seniority are guaranteed employment security against layoffs. No eligible employees will be laid off unless it is for one of the specified reasons below:
 - a. Volume related declines
 - b. Sale of business
 - c. Cessation of major operation due to market preference
 - d. Acts of God or other such reasons beyond the control of the Corporation
 - e. Strikes or work stoppages by major suppliers, that impact operations
 - f. The layoff of an employee recalled or reassigned to fill an opening known in advance to be temporary
 - g. Plant rearrangement/causing temporary reduction in force

In the event an employee is laid off for one of the above reasons, if otherwise eligible, such employee will be covered by the appropriate DDC-UAW Supplemental Agreement, i.e. Supplemental Unemployment Benefits.

- II. In recognition of the fact that true long term job security can only result from cooperative efforts to improve operational effectiveness, DDC and the UAW agree to the following:
- a. The establishment of a joint Operational Effectiveness which will be empowered through the Corporation and the International Union to make any and all changes to the Redford Manufacturing Systems work rules, practices, processes and conditions, that in the end increase the effectiveness of the system. The only requirement in effectuating the intent of this paragraph is mutual agreement by the Company and Union.
 - b. For a period commencing with the effective date of this Agreement and for the life of the current agreement, no eligible employee will be laid off for any event other than those described above.
 - c. An eligible employee whose regular job is impacted by an event not covered by Paragraph I above, will be placed in accordance with the DDC-UAW Seniority Agreement.
 - d. If an eligible employee impacted by events described in Paragraph II above, would otherwise be laid off, such employee would be protected by the applicable provisions of the Job Security Program. Such employee would be transferred to the Bank classification, while retaining the rate of pay (and relative progression position) of the job classification last held prior to placement in the Bank classification. Shift premium will be paid in accordance with Master Agreement provisions. Supplemental Unemployment Benefit credits will not accrue while an employee is assigned to the Bank.
 - e. Employees assigned to the Bank will be given job assignments that may include but not be limited to: traditional work such as backfilling for absentees or other regular employees that have training requirements. Employees assigned to the Bank will constitute a separate EOT group (by shift), shift preference group, and

seniority division. Consequently the Transfer Agreement would not apply to employees assigned to the Bank. If an employee is in the Bank and there is a job opening in his previously held classification and he is eligible to come out of the Bank this job will not be posted. The eligible Bank employee will then be placed in the opening.

- f. In the event of a subsequent volume decline impacting operations, employees assigned to the Bank will be laid off and replaced by an equal number of active eligible employees according to the Seniority agreement.
- g. The number of Bank positions created under this agreement will be decreased on a one to one attritional basis, provided no seniority employees are on lay-off status.
- h. If seniority employees are on lay-off status, the number of Bank positions created under this agreement will be decreased on a two (2) for one (1) attritional basis. This means that for every two (2) attritional openings (as occasioned by submitting a requisition) two (2) eligible employees will be recalled from the Bank to regular status with a reduction of one (1) Bank opening and one (1) employee recalled from layoff to the Bank.
- i. The number of Bank positions created under this agreement will be decreased on a one (1) to one (1) basis resulting from new work placed into the bargaining unit, i.e. MDEG, etc.

III. In the event employees are on layoff because of volume related events with no Bank in existence and attrition occurs in the workforce:

- a. Eligible employees will be recalled based on their respective skilled or non-skilled group status.
- b. Each attritional opening will be filled by eligible employees on layoff by group status on a one-for-one basis;

1. If an additional volume-related reduction in the workforce is forecast in the (foreseeable) near future, the parties will discuss such event prior to filling openings created by attrition to determine the feasibility of recalling employees from layoff.

- IV. Bank positions created by this Agreement will be by skilled and non-skilled group status, and filled by eligible employees in each respective group. The attritional cancellation rates and removal from the bank, as referenced in Section II shall apply to each respective Bank position.

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MEMORANDUM OF UNDERSTANDING MEDICALLY RESTRICTED EMPLOYEES

During negotiations, the parties discussed and agreed to four (4) programs with regard to medically restricted employees at work.

1. Department 950 – This program will be utilized for placement of employees on disability leave into nontraditional transitional type work until they can resume their normal duties. Employees placed in Department 950 will be subject to the following conditions:
 - Employees will not be allowed to post for job openings in the plant under provisions of Article 7.
 - Assignment will be temporary in nature with a maximum time limit of six (6) months.
 - Employees may be assigned to an off-shift.
 - Starting times between employees may vary as job assignments require.
 - There will be no overtime available while assigned to Department 950.
2. Department 955 – This program will be utilized for placement of employees on disability leave into non-traditional work until they can resume their normal duties. Employees will have no overtime available to them while assigned to Department 955 and will not be allowed to post for job openings under provisions of Article 7.
3. Employees with long term restrictions, defined as greater than six (6) months, shall be placed on a job in the bargaining unit in accordance with provisions outlined under Article 4.12 (C) of the Master Agreement.
4. Employees with short-term restrictions, under six (6) months, will not be eligible to work any overtime while under such restrictions. Furthermore, an accommodation within the scope of the initial restriction should be worked

out, on a mutual basis, with the restricted employees' work group (i.e. Dept., Loop, Team).

5. Employees on non-occupational disability leaves participate in Department 950 and/or 955 on a voluntary basis.

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**MEMORANDUM OF UNDERSTANDING
OPERATIONAL EFFECTIVENESS COMMITTEE**

The Company and the Union recognize that quality and operating efficiency are inextricably wed to job security, and that a high level of quality and operating efficiency requires mutual respect and recognition of each other's problems and concerns. Accordingly, a committee will be established to focus on cooperative efforts toward improving operational effectiveness and removing barriers that restrict these improvements. The objective of these efforts is to more fully utilize the workforce and thereby improve our competitive position. The committee will have the authority to take steps to improve the overall competitiveness of our products, improve quality and more fully utilize the talents of our workforce. The Shop Chairperson and Manager – Human Resources will by mutual agreement establish whom the representatives on the committee will be; identification of issues to examine for improvement, and the frequency of meetings needed.

Efforts of the parties to improve operational effectiveness may require change or waiver of certain agreements or practices. It is understood that any such waivers, modifications or changes would not be effective unless agreed to by both parties involved and approved in writing by the Corporation and the Shop Committee.

It is agreed that no layoffs will occur as a result of any recommendations and implementation of new practices as a result of this committee.

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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 providing job security to the workforce while focusing on our primary objective of building the highest quality, competitively-priced diesel engines.

To assist in accomplishing these goals the parties have agreed to form a team whose primary function will be to evaluate sourcing issues that directly impact bargaining unit headcount. Sourcing actions at our location have historically included the basic criteria of quality, timing, cost, equipment and legally mandated requirements. Decisions made by the team will also meet these requirements. The additional criteria to be considered must now also include financial viability of the company and job security of employees.

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. If the sourcing event would otherwise cause an active employee to be laid off, such employee will be protected by applicable provisions of the Job Security program.

In the case of potential loss of work which affects bargaining unit headcount the team, where practicable, 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, reason for sending it out, impact on the workforce, and financial calculations. The team will evaluate the data within thirty (30) days and make recommendations to the Corporation and the Union that the work could be competitively completed in house as a result of work rule or operational changes or deviation from local practices, etc. If such changes make it feasible for the Corporation to continue with performing the work in house without being economically 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.

Discussions regarding bargaining unit type work that is not currently in the bargaining unit was also held between the parties. 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. and that such issues are excluded from protest under Article (2.6)(B) of the Master Agreement.

If at the conclusion of a sourcing discussion, the parties cannot agree to mutually resolve the issue, the Union may exercise its option to utilize the provisions of Article (2.6)(B).

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MEMORANDUM OF UNDERSTANDING SUMMER VACATION REPLACEMENTS

In the event vacation replacements are required during the term of the 2022 Agreement, Shop Chairperson will be notified prior to hiring applicants in order that discussions be held to address issues that may arise. As a guideline employees hired for such work will be hired as follows:

- (1) An employee may be hired as a vacation replacement or to fill other job openings of a temporary nature.
- (2) Vacation replacements may be employed under the provisions of this Memorandum commencing the second Monday in May each year and ending no later than one-hundred-twenty (120) days thereafter. The utilization of vacation replacements and other employees hired for temporary work shall be discussed in advance with the Union.
- (3) Time worked by a vacation replacement or other temporary employee who is hired pursuant to this Memorandum will not be included in the computation for acquiring seniority pursuant to Article (4.1).
- (4) Employees will receive total compensation in the form of a flat base rate to be determined by the parties; however, in no case to exceed the starting rate of a newly hired full time employee.
- (5) On the basis vacation replacements cannot gain seniority they will not be eligible for benefit entitlement under the applicable supplemental agreements.
- (6) Employees will not be entitled to any overtime work.
- (7) This procedure does not apply to permanent job openings.
- (8) Laid off DDC seniority employees will be afforded recall opportunity for such temporary vacation openings prior to implementing this Memorandum.

Problems relating to the implementation and administration of the above provisions may be raised by either party in a timely fashion each year, before vacation schedules have been finalized, and resolved by mutual agreement of the parties.

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MEMORANDUM OF UNDERSTANDING TUITION ASSISTANCE PLAN

During negotiations, Detroit Diesel Corporation and the UAW reaffirmed 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 Diesel Corporation-Redford worker on indefinite layoff, who has recall or rehire rights under the terms of the current Detroit Diesel Corporation-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 sub pay, or other payments from Detroit Diesel Corporation, 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 120 days 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 Diesel Corporation-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 Diesel Corporation-Redford worker on the active employment rolls or on temporary layoff with seniority under the terms of the current Detroit

Diesel Corporation-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 Diesel Corporation, 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 Diesel Corporation, 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 Diesel Corporation.

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.

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MEMORANDUM OF UNDERSTANDING VENDOR REVIEW AGREEMENT

The parties have agreed during negotiations to implement a joint DDC-UAW Vendor Review process. The goal of this program is to identify reliable, high quality suppliers of components used directly in the manufacture of DDC heavy-duty diesel engines. If such suppliers are competitive with the existing suppliers based on the decision criteria specified below, they will be given a chance to bid for the component in question at the earliest opportunity the existing supplier contract permits.

Vendor Review Process

1. Management shall submit to the Union as soon as practical after the effective date of this agreement, a listing of its manufacturing vendors and the components they supply to DDC. After reviewing this information, the Union shall submit to Management a list of suppliers who in the UAW's opinion are both reliable and high quality and currently manufacture the same type of components currently sourced from DDC suppliers.
2. For specific components identified by the UAW, the parties will jointly evaluate which vendors, based on cost competitiveness, quality, long-term financial stability, delivery reliability, tooling investment, engineering capability, and any other pertinent cost factors, i.e. monetary penalties for breaking contract early, could be potential suppliers of product to DDC.
3. Once identified, these suppliers will be given an opportunity to participate in future quotation of components to be purchased.
4. When new components that are used in the manufacturing process are to be purchased from outside vendors, the Union will be notified through attendance at the regularly scheduled Production Readiness meetings so that they may participate fully at the earliest stage in the subsequent vendor selection process.
5. For those specific components identified in Paragraphs two (2) and four (4) above, the parties will jointly discuss all

factors involved in the vendor selection in order to arrive at a mutually satisfactory decision by which to determine the most competitive supplier. If disagreements in the selection process result, the parties will review the decision in an attempt to resolve the matter.

6. If the parties cannot mutually agree as described in five (5) above, the Union may protest Management's decision within thirty (30) days as described in Article 2.6(B) of the Master Agreement.
7. It is understood that in certain circumstances experimental work, pre-production work, technology or timing may require the selection of vendors without formal utilization of a bid process. Both parties recognize the potential of these circumstances and will work together to minimize their occurrence and attempt to identify mutually acceptable vendors who might be considered as potential suppliers in such situations. It is also understood that this will be excluded from protest under Article 2.6(B) of the Master Agreement.

The parties will periodically review the progress being made in more fully utilizing reliable, high quality suppliers in the DDC manufacturing process to ensure that the process continues to be responsive to the competitive needs of DDC's business.

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**MEMORANDUM OF UNDERSTANDING
VOLUNTARY TERMINATION OF EMPLOYMENT PROGRAM**

In the event that the business needs of the company require reductions in the employment level based on market conditions, the Company is agreeable to meet with the Union and discuss alternative solutions to laying off employees. The parties may mutually agree to induce attrition in employment levels through a Voluntary Termination of Employment Program. Eligibility rules, amount and type of benefits, and duration of program will be matters for mutual agreement. Induced attrition under this program will decrease Bank positions under the Job Security Memorandum on a one for one basis.

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**MEMORANDUM OF UNDERSTANDING
SKILLED TRADES
WORK TEAM CONCEPT**

Skilled Trades employees will utilize the work team concept on jobs where multi-skills are involved. Employees assigned to these work teams will represent the primary skills required to perform the assignment capably and safely. The meaning of “Team” is just that, helping one another to accomplish a task in the most productive manner without infringing upon the primary skills.

This will require significant cross-trade interaction including mixing lines of demarcation to achieve proactive teamwork between trades classifications and to complete tasks efficiently. To that end, teamwork between trade classifications will include the identified assignments listed below considered common maintenance work. These tasks will be performed by any skilled trade classification as necessary regardless of the primary trade assigned to the job. It is the intent of the company to revise the list of assignments during the course of this agreement as additional assignments are determined to be common by mutual agreement.

Identified as Common Maintenance Work:

Moving material (maintenance, production, and furniture) <u>i.e. stable loads</u>	Lifting and moving equipment and materials using a fork lift (minor/ <u>interdepartmental</u>)
Lifting other trades in baskets for performing minor overhead work	Starting, stopping and cycling of machines for maintenance purposes
Minor mechanical repairs (screws, bolts, assemblies, quick fix repairs)	Palletizing and banding equipment for miscellaneous shipping
Running walk behind floor scrubber and sweeper (5s in zones and departments)	Connection of diagnostic tools (not electrical wiring)
Pouring oil and greasing equipment (trades related)	Uncrating and unloading maintenance materials
Minor cleaning of equipment in chip house or production departments	Hanging items on office walls (minor)
Resetting lighting panel breakers	Cleanup jobsite upon completion of work
5S activities within shops and zones	Removal and replacement of simple guards
Gauge monitoring (spot checks)	Adding water to washers and systems (top off)
Replacement of batteries (hand tools)	

If either of the parties feel that abuses of the spirit and intent of this agreement exists, they may request the issue be reviewed by appropriate parties from the International UAW Region 1A, and/or Solidarity House, and the Manager of Human Resources for DDC.

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DDC NO-FAULT ATTENDANCE POLICY

The No-Fault Attendance Policy is as follows:

1. 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.
2. 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
 9. 2nd point – BOS +2 weeks (labor relations, employee, committeeperson)
 10. 3rd point – Discharge
5. Active employees will be eligible for their full vacation pay entitlement on January 1st of every year after becoming vacation eligible in accordance with Article (8.19) (R). Employees recalled from layoff after January 1st of any year will follow the pay eligibility progression as defined in Article (8.19) (F).
6. Employees will receive \$130 extra per unused PAA/ Occurrences 1-7 during any calendar year in accordance with Article (8.19) (Q).

7. 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.
8. 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 9th point occurs less than two (2) weeks prior to the year end holiday period.
9. 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.
10. 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.
11. 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.

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**MEMORANDUM OF UNDERSTANDING
REGARDING F.E.T.S ENGINE TESTING**

It is in the core interest of the Company and the Union to certify engines to legislated emission standards in a timely and efficient manner.

The complexity and diversity of the various test facilities on the Redford Campus, the constant need to specialize test cells, and the difficulties in maintaining all test cells in a fully functioning condition, precludes the assignment of F.E.T.s engines to any specific area or group.

Therefore, F.E.T.s engines may be assigned to any or several different D.D.C. test facilities on the Redford Campus as business conditions dictate. Operators within the group normally assigned to the area performing the specific testing will be responsible for the work performed. It is management's intent to distribute this work between E-4, P.V.L. & Dept. 591 as equitably as possible.

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**MEMORANDUM OF UNDERSTANDING
REGARDING THIRD PARTY TENANTS, UTILIZATION OF THE
DAMLER TRUCKS PRODUCTION NETWORK AND NEW WORK**

During the negotiations, the parties had many discussions regarding potential future third party tenants, utilization of the Daimler Trucks Production Network and new work. The following is the result of those discussions.

Third Party Businesses

Regarding third party tenants leasing floor space in the Redford campus, the company recognizes the sensitivity of bringing third party tenants into the facility and commits to working with the union to create a positive environment for the parties involved. When a third party provides investment and/or operates facilities within the Redford facility, the company will provide the union an opportunity to meet with representatives of any third party considering Redford to discuss employment options available through the Detroit Diesel bargaining unit prior to finalizing the lease agreement. If the bargaining unit has labor resources available and the employment includes bargaining unit type work, options to be considered could include preferential hiring, employee lease arrangements or separate labor agreements for Detroit Diesel employees. The third party will retain the right to provide their own workforce in Redford. Any employment created by the third party agreement for Detroit Diesel bargaining unit employees will be considered new work.

If employee lease arrangements are agreed to between Detroit Diesel and a new tenant, the parties agree these types of arrangements will not create a direct employment flow between the divisions and employees accepting will remain employees of Detroit Diesel working for the third party under conditions established between the parties. Transfers under Article 7 to any third party division will be considered permanent unless employees are sent to subsequently indefinite layoff by the third party. Employees on indefinite layoff will be eligible to make application for transfer under these conditions to third party openings. All other transfers between any third party division and Detroit Diesel will only occur through employees sent to indefinite layoff and subsequently recalled by either party. The parties understand that these arrangements may create situations where employees are either active or on layoff out

of line of seniority. In the event higher seniority employees are placed on permanent layoff by a third Party tenant, these employees would be considered to be on a temporary layoff subject to the provisions of Article (4.10) until recall to Detroit Diesel positions can be implemented with minimal disruption to operations.

Daimler Trucks Production Network

Although primary production locations have been identified, as a global platform requiring aggressive cost targets, the company reserves the right to partially assign the machining and assembly of HDEP engines depending on volume, variants and single part issues to different locations within Daimler Trucks Production Network. The Company will work with the Union to review Daimler Trucks Production Network balancing decisions when primary production location exceptions occur. It is mutually understood that there is no intent of utilizing this network to permanently relocate work from other primary production locations unless otherwise established as permanent. The goal of this agreement is to balance import and export decisions to secure jobs at Detroit Diesel. For flexibility purposes, the import and export imbalance will be limited to 5% of active employee average hours worked during the course of a year (1,700 per active employee).

This Memorandum is not intended to modify or change any provisions of the 2016 Master Agreement other than to establish an understanding of the subjects discussed in this MOU.

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**MEMORANDUM OF UNDERSTANDING
REGARDING
VACATION APPROVAL PRACTICES**

The parties have met to discuss vacation approval practices. The following is agreed between the parties.

During negotiations the parties discussed the current practices in place regarding vacation approval. The parties recognize an engaged workforce begins with the employee's commitment to regular attendance at work and advance approval for contractual time off. Management recognizes the desirability of providing vacation time off; up to the vacation allowance the employee's seniority entitles them, in a manner that preserves the maintenance of efficient operations while giving consideration to the desires of the employee.

Employees utilizing the provisions of Article (8.10) (A) will have the best opportunity to schedule and secure specific dates an employees desires to use their vacation time off. Employees utilizing the provisions of Article (8.10) (B) 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 served basis for the remaining vacation time off vacancies.

The current practice of calling in vacation time off to a supervisor utilized in some departments is the least desirable method of requesting vacation time off. In the event a situation occurs that would require an employee to call their supervisor prior to the start of their scheduled shift to request vacation time off, it is mutually understood that this process is not recommended and done at the employees own risk. It is also mutually understood that all vacation time off is approved at the discretion of the employees supervisor. Employees failing to have vacation time off granted in advance and approved in writing are always at risk of being denied vacation time off as well as potential disciplinary action. Due to the fact that absenteeism is typically higher on Mondays and Fridays, before and after holidays, than other workdays, the probability of short notice/call-in approval for vacation on these days is unlikely. Although availability of short notice/call in vacation time off approval on other workdays is more likely, it is not guaranteed nor is it the desired process for approval. In emergency situations, the company will make an effort to

accommodate requests less than twenty four (24) hours advance notice, but will not guarantee the request will be granted.

Disputes arising out of vacation requested through a “call-in” to an employee’s supervisor will not be considered to be grievable and supervisory discretion and disposition will be final. This process may be discontinued at any time by either party. Department specific requirements will be developed based on departmental needs and call in processes.

This Memorandum is not intended to modify or change any provisions of the 2016 Master Agreement other than to establish an understanding of vacation approval practices.

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**MEMORANDUM OF UNDERSTANDING
REGARDING TIME ACCOUNTS**

During negotiations, the parties discussed the concept of time accounts at length with the focus of improving operational flexibility during periods of fluctuating product demand. There was common agreement that current U.S. legislation and overtime payment provisions are not supportive of such concepts at this time.

As business conditions and regulatory environments change over time, the parties agree to meet regarding the implementation of a time account program as another tool to balance compensation due to fluctuation of production schedules. The parties agree to review and consider potential time account concepts in the future including positive or negative style accounts and/or piloting a program in a specific unit or department within the business upon mutual agreement.

This Memorandum is not intended to modify or change any provisions of the 2016 Master Agreement other than to establish an understanding of the subjects discussed in this MOU.

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**MEMORANDUM OF UNDERSTANDING
REGARDING
GENERAL DEPARTMENT SPECIFIC AGREEMENTS – TPM, JOB
OVERLAP, MINOR REPAIR AND NON-TRADITIONAL DUTIES**

During negotiations the parties discussed efficient utilization of our current resources to maximize productivity. Total Productive Maintenance (TPM) is a system to drive maintenance activities from the production operator level. The culmination of an efficient machine is dependent on the effectiveness of routine cleanings, performance monitoring and small machine improvements. The TPM implementation plan is a 4-Level process that begins with the introduction of equipment wellness and is fully realized by increased machine availability established by operator-equipment ownership.

It has been agreed upon between the parties that the implementation and sustaining TPM is vital to the growth and prosperity of Detroit Diesel. The implementation of TPM will be a joint effort between Management and the Union. The scope of TPM is to focus on equipment wellness at the operator level by linking a team concept approach between production and maintenance skilled trades.

The core competencies of TPM are outlined in the following list:

- Participation and involvement in TPM workshops and training exercises
- Active participation in routine active maintenance utilizing the Truck Operating System (TOS) solution methodology (5S, KPI's, PDCA, Kaizan, etc)
- Active participation in daily equipment monitoring and documentation sign-off on the Operator Inspection Checklists (OIC)
- Embracing ownership in the Preventative Maintenance (PM) process
- Utilizing maintenance metrics (MTTR, MTBF, PM compliance, etc..) on a routine basis to diagnosis, analyze and optimize equipment wellness (efficiency) and to reduce/control equipment failures
- Participation in workshops to optimize maintenance plans (PM) and OIC

- To work in TPM small groups to analyze equipment failures and to develop long-term corrective actions in an effort to increase performance and machine reliability
- Driving implementation of TPM from the equipment level up through the departmental level to achieve full attainment and accreditation
- Utilizing the CMMS to document equipment failures as well as documenting the resolution/corrective action as a result
- Following structured fault elimination processes outlined in the TOS toolbox (5-why/ A-3 problem solving/Single Point Lesson)
- Performing agreed minor maintenance operations at the production operator level

The parties agreed to create department specific agreements to focus these efforts on the unique circumstances employees encounter on a daily basis. The following is the general understanding of those discussions.

General TPM / Operator Maintenance expectations:

- a. Machining Departments:
 - i. Add lube or Hydraulic oil to the machines (1 gallon maximum) to prevent down time.
 - ii. Change light bulbs / Lens caps (Trouble lights, operator panel, etc)
 - iii. AC/Fan filters that can be reached from ground level.
 - iv. Check systems for paper, coolant level, etc
 - v. Reset lighting panel breakers (outside panels only)
 - vi. Tighten loose guards
 - vii. Remove “chips and chip balls” from chip conveyor
 - viii. Change leak test seals (repair to be properly assigned)

- ix. Reset locked up HMI (when HMI panel is not required to be opened).
 - x. Tool adjustments at the machine. i.e. size adjustment at Op 120-6
- b. Test Operators:
- i. Change / replace quick disconnect type hoses and wands
 - ii. Reboot computers
 - iii. Replace inspection/black light bulbs in cell
 - iv. Troubleshooting:
 - Need to participate in the trouble shooting process following the trouble shooting guidelines
 - Responsible for completing the Diagnostic checklist - preferably computerized (SISAM)
 - v. Minor repairs on the engine. As a general Rule the repair time should not exceed 8-10mins (to be extended based on TL/GL decision) Examples:
 - loose clamps
 - loose plugs
 - loose sensors/harness connections
 - gaskets off location
 - flywheel bolts etc.

Test Operator Team Leaders will be assigned a department tool cart

- c. All Departments / Miscellaneous:
- i. Change sockets
 - ii. Move material outside of department if taking to a non production area (i.e. repair)
 - iii. Operate walk behind floor scrubbers and sweepers

Consistent with the focus of these negotiations, achieving world class performance requires continuous improvement to work practices. It is understood between the parties that the items identified above represent the tasks currently identified and revisions will be made on an ongoing basis due to continuous improvement and department specific needs.

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MEMORANDUM OF UNDERSTANDING SOURCING

The Union and the Company agree on the importance of a proactive and effective Sourcing Team as outlined in Memorandum of Understanding: Sourcing. The Union's objective is to improve the functioning of the Sourcing Team in order to better improve operations at Detroit Diesel and provide job security to the membership of UAW Local 163. The demands below are intended to improve consistency, information sharing, and communication between the Company and the Union on sourcing issues that ultimately benefit both.

Sourcing Team Members

- The Team consists of three (3) members from the Union and three (3) or members from the Company. Each side will appoint its representatives to the Team. Mutual agreement on appointments is not required but the Union members must be current full-time Shop Committee members.
- Both the Union and Company may bring additional participants to Team meetings as needed to contribute to discussions. Mutual agreement is not required.
- The UAW Local 163 Chairperson or their designee and Company counterpart will meet quarterly to discuss the Sourcing Team.

Meeting Frequency

- Meetings will be consistent, regular, and scheduled in advance on a quarterly basis.
- Either side may cancel or reschedule a regularly scheduled meeting. Cancelled meetings must be rescheduled to occur within 7 working days, unless mutually agreed upon by the parties.

Meeting Agenda

- The Union will propose and Company will approve a set agenda for meetings.
- Either side may add to the agenda with at least 7 working days advance notice.

Increasing Union Involvement in Potential Loss of Work

The existing language gives the Union thirty (30) days to evaluate data provided by the Company around any potential loss of work which affects the bargaining unit. This does not give the Union enough time to fully evaluate the data and provide a viable alternative to the Company. The Union demands that:

- The Company will notify the Union at the time in which it considers a potential loss of work, but not later than sixty (60) days prior to the potential loss of work.

Union Involvement in Product Development Cycle

Both parties recognize the importance of the ongoing profitability and competitive advantage of Detroit Diesel. The Union is a value-add and partner in improving the Company's productivity, efficiency, and profitability. In order to solidify and take advantage of that partnership, early involvement and input from the Union in the Company's product development cycle, future product planning, and new technology improves the Company's ability to build the highest-quality and competitively priced engine and powertrain components.

- The Company will present its five-year product cycle plan to the Union on an annual basis. This includes projected, planned, or possible impact on UAW Local 163 bargaining unit—headcount, white/open space, existing and future work, installation of new lines/tooling, and training.

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**MEMORANDUM OF UNDERSTANDING
MANDATORY EMPLOYEE NOTIFICATION SYSTEM, MANDATORY
USE OF IVR/ELECTRONIC CIS/JOB POSTINGS, MANDATORY
ELECTRONIC STATEMENTS AND REQUIRING EMPLOYEES TO
MAKE THEIR OWN PERSONAL INFORMATION CHANGES/APP
REQUIREMENTS.**

The parties have meet to discuss the above topics from the company as well as items surrounding remote access demanded by the union and these are the results of those discussion.

The parties agree to explore and implement electronic communication and employee requirements when feasible solutions are identified and made available for employees. The solutions being considered could include an employee communication platform or Notification system featuring communication to employees in the event of an emergency, shift cancellation, recall from layoff, change in status as well as general employee communication. In addition, the parties also agree to explore electronic solutions for job postings, shift preference, call in, overtime canvassing, pay statements, personal information changes and general employment information/company policies.

The intent of this agreement is to provide faster/expanded (not limited to office hours) connectivity with employees by utilizing electronic communication and access platforms and improving employees workplace experience.

U.A.W. - LOCAL #163

Mark Gibson
Ken Bennett
Jason Hibbler
Derrick Jones
Thurman Holmes
Tom Tuomi
Frank Robinson Jr.
Bob Lindow
Ralph Morris Jr.

DETROIT DIESEL CORPORATION

Eileen Frack
Matt Pfaffenbach
Jonathan Townsend
Betsy Ballard
Joshua Lee
Eric Shoults
Paul Holliday
Craig Marx
Erik Linvog
Alex Teodosic
Kelly Seaman

DATE: 5-25-2022

TO: Redford Shop Committee
FROM: Eileen Frack
DATE: May 25th, 2022
SUBJECT: Alternate Work Schedules

During negotiations the parties discussed the desire to provide a greater degree of flexibility for employees in terms of scheduling the departmental work week. The parties have agreed that upon mutual written consent by DDC's Manager of Human Resources, Plant Manager, and the Shop Chairperson, Committeeperson, production departments may request and if approved by the above listed parties schedule the departmental working hours from five (5) eight (8) hour days to four (4) ten (10) hour days.

In the event that business conditions and/or operational requirements necessitate development of additional shift models and pay structures, the parties agree to jointly develop cost effective shift model solutions to maximize operational efficiency and implement upon mutual agreement.

Further, the parties agree that a change in a department's working hours will affect a number of other terms and conditions of employment of the employees involved, and as such have agreed that any concerns that arise from such a change in working hours will be mutually discussed and agreed to by the parties prior to implementation.

Sincerely,

Eileen Frack
General Manager, Human Resources
Daimler Truck North America

TO: Redford Shop Committee
FROM: Eileen Frack
DATE: May 25th, 2022
SUBJECT: Reinstatement of Grievances

During negotiations, the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the International Union, UAW, by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or Union representative involved, the Regional Director of the International Union may inform the Company's Director of Labor Relations in writing that such grievance is reinstated in the Grievance Procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, the company will not be liable for any claims for damages, including back pay claims, arising out the grievance that either are already barred under the provisions of the Master Agreement at the time of the reinstatement of the grievance or that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Company in the Grievance Procedure, or in any court or before any Federal, State, or municipal agency.

Notwithstanding the foregoing, a decision of the arbitrator on any grievance shall continue to be final and binding on the Union and its

members, the employee or employees involved and the Company and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the Master Agreement, except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any decision by the Impartial Umpire or other grievance resolutions.

It is understood this letter and the parties obligations to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.

It is agreed that none of the above provisions will be applicable to any case settled prior to January 1, 1988.

Sincerely,

Eileen Frack
General Manager, Human Resources
Daimler Truck North America

TO: Redford Shop Committee

FROM: Eileen Frack

DATE: May 25th, 2022

SUBJECT: Sale of Business

During negotiations, the Union requested the Company to agree that any sale of an operation as an ongoing business would require the buyer to assume the 2022 DDC/UAW Collective Bargaining Agreement. The Company agreed to do so in the case of any such sale during the term of the 2022 Agreement.

Sincerely,

Eileen Frack
General Manager, Human Resources
Daimler Truck North America

TO: Redford Shop Committee
FROM: Eileen Frack
DATE: May 25th, 2022
SUBJECT: Sub-Contracting Associated Overtime

During negotiations the parties discussed the use of outside contractors on site as it relates to associated overtime for DDC Skilled Tradespersons. A summary of the discussion follows:

- **6.14 Notice**

The Parties agree that notices for sub-contracting are, in many cases, on short notice and are not detailed enough to properly identify scope of job. The parties agree to improve lead time (notice) where possible and will use the current form to provide information.

- **Associated Overtime**

Associated overtime will apply when an outside contractor is utilized on-site to perform plant maintenance and construction work, except for work as described in the “specialized work” section below.

Beginning with the 2016 Master Agreement, associated overtime is redefined as five (5) twelve (12) hour days (Monday through Friday) on all three (3) shifts for all journeypersons in trades affected when associated overtime is to be applied. Any additional claims for associated overtime for another trade after a 6.14 meeting has been held and a job has been started will be limited to a maximum of the actual extent of work performed (i.e. one (1) person, one (1) day) on a person for person, day to day match.

If it becomes necessary for contracted work to be continued on a Saturday or Sunday, associated overtime will be granted for each trade affected on all three (3) shifts for twelve (12) hours on a Saturday and eight (8) hours on a Sunday if a contractor works. Exceptions to these provisions are noted below under Tenant Agreement. All associated overtime will be

scheduled through the computerized overtime system. Early or over associated overtime scheduling will be at managements discretion, however consideration will be made when possible to accommodate employee requests of either early or over for the entire associated week period.

- **Flexible Associated Overtime**

In order to optimize the use of the skilled trades work force, the parties have agreed to the concept of Flexible associated overtime. Flexible associated overtime will allow associated overtime to be scheduled at management discretion either while the contractor is on-site, or anytime thereafter within 6 months of the decision to flex or date associated overtime infraction is resolved. The overtime week will be flexed during a week with holiday pay in kind or utilize a Sunday as a method of resolution. In the event that there is a balance of flexible associated overtime remaining and unscheduled at the end of the 6 month period, the balance of this unscheduled overtime hours will be paid in lieu of work being performed by the employee in accordance with Article (8.19) (Q).

- **Tenant Agreement**

In the event that tenant demands cannot be met in a timely manner, the following agreement has been made. Small projects requiring a maximum of two (2) persons for a period, not to exceed two (2) days, can be contracted out. During this time period, the affected trade(s) will be scheduled on a person for person basis, for four (4) hours of associated overtime on each shift. Contracting for tenant requirements will be limited to once per month. Communication between management and the union will occur before this contracted work is performed.

- **Specialized Work**

DEFINITION: Specialized work is work that effective execution of is dependent upon specialized techniques and skills, repetitive execution, special tools, equipment, parts or material availability. The work items listed below are considered specialized work and as such, is only cost effective if performed

by a contractor meeting the above criteria. It is agreed between the parties that the specialized work listed below may be contracted without initiating associated overtime. It is further agreed that management will be expected to follow the current 6.14 notification process when utilizing an outside contractor to perform specialized work. In the case of emergencies, every effort will be made to notify skilled trades committee persons.

- **Incidental Work**

Outside contractors will be allowed to perform tasks that are incidental to the scope of work of the entire contract on a seven (7) day basis. This incidental work will appear on 6.14 notice forms and agreed to by the parties. This does not compromise the contractor's ability to perform tasks incidental to the job that were unforeseen at the start of the contract.

Contested incidental work may be grieved by the Union but claims would be limited to the actual extent of work performed on a person for person, day to day match.

- **Historical Patterns**

If the maintenance and construction work performed on-site by an outside contractor does not have a historical pattern of being performed by DDC maintenance and construction trades, is defined as specialized work or covered by the tenant agreement, there will be no claim for associated overtime for such work by DDC skilled trades.

- **Purchase Complete Items**

Agreement between the parties that items purchased complete outside of the plant (custom or shelf) will not fall under subcontracting language. These items will properly be viewed as sourcing decisions, subject to established sourcing guidelines (i.e. make vs. buy).

- **Specialized Work – Installation and/or Maintenance of:**

• Perimeter Fence (exterior fence, bordering building perimeter roadway)	• Video surveillance wiring and associated equipment
• Vactor Truck Pump outs underground and overhead pipe snaking	• Small scale tenant work (reference <u>associated</u> overtime provisions)
• Substation equipment, primary house, and distribution in between (13.2 kV)	• All work below grade outside of the building perimeter
• Switch house high voltage greater than 600v.	• Embedded steel associated with concrete pours
• Cleaning of ceilings in preparation for painting	• Rotary File repair
• Proprietary Fire protection system controls	• Phone line installation and repair
• Form work for concrete	• Roofing, and all associated materials
• Painting exterior siding	• Glass work
• Epoxy base and color coatings.	• Road patching and repair except cold patch
• Furniture assembly and relocation	• Escalator and elevator repair
• Boiler repair welding	• Asbestos abatement
• Ground water monitoring wells	• E-4 Dyno cooling tower pump repair
• Special Events Staging	• Spray foam
• All refractory work	• Cleaning buss duct
• Scarifying, shot blasting, build up and priming of concrete floors	• Cleaning of exterior windows
• <u>Painting/stripping on polished floors and for AGV tracks</u>	• <u>Parking lot striping</u>
• All exterior building structure painting	• Installation and replacement of all office area flooring
• All office renovations for greater than (10) employees	

Sincerely,

Eileen Frack
 General Manager, Human Resources
 Daimler Truck North America

TO: Redford Shop Committee
FROM: Eileen Frack
DATE: May 25th, 2022
Subject: Engine Sourcing – DDC Redford

During negotiations the UAW raised the issue of the assignment of future medium and light duty engine production in North America.

After intense discussion and in order to further bolster the viability of Redford as a candidate manufacturing location now, and in the future, the parties agree that in the event new engine products become available and Redford is selected as an appropriate manufacturing site upon consideration of all relevant circumstances, said products will be assigned to the Detroit Diesel/UAW Local 163 bargaining unit.

The parties agree to focus on the current and future competitiveness of the Redford facility in an effort to promote the assignment of new businesses.

Sincerely,

Eileen Frack
General Manager, Human Resources
Daimler Truck North America

Mr. Mark Gibson

UAW Local 163 Shop Chairman
Detroit Diesel Redford, Michigan
Subject: World Heavy Duty Engine

During the course of negotiations leading to a new Master Agreement between UAW Local 163 and Detroit Diesel Corporation, extensive discussion took place on the future of the Redford location and its ability to distinguish itself as a world class manufacturing center in a globally competitive environment.

To that end, negotiations between the parties focused on the competitive requirements of the World Heavy Duty Engine Program for the purpose of qualifying Redford as its NAFTA manufacturing site. Recognizing the UAW's proud tradition at the Redford location, the parties affirmed the significant leadership role played by Local 163 in Redford's development, and acknowledged the on-going need for union and management cooperation to address the problems inherent in achieving world-class manufacturing status.

Within this context, the Memorandum of Understanding (MOU), DDC/UAW: World Heavy Duty Engine Program (revised as Detroit Diesel – Engine Production 2022 HDE/MDEG/TCC) as a component of the Master Agreement between Detroit Diesel Corporation and the UAW features the parties' commitment to the principles of continuous improvement, their support for the operational flexibility required by today's manufacturing infrastructure and an agreement to competitively restructure Redford's manufacturing operations.

In light of UAW Local 163's commitment to world-class competitiveness outlined in the MOU mentioned above, Detroit Diesel Corporation commits to assign World Heavy Duty Engine manufacturing for NAFTA to the Redford facility and to the Detroit Diesel/UAW Local 163 Bargaining Unit. The World Heavy Duty Engine Program will be launched as a global product line. Head and Block machining capabilities in Redford will be introduced on a progressive basis during product ramp-up to optimize capital investment. Heavy-duty engines sold in North America will be assembled and tested in Redford.

Yours truly,

Eileen Frack
General Manager, Human Resources Daimler Truck North America

Mr. Mark Gibson

UAW Local 163 Shop Chairman

Detroit Diesel

Redford, Michigan

Subject: Mall Concept – Communications

Communications between Detroit Diesel and the UAW Local 163 Shop Committee is a key component in ensuring proper alignment between management and the Redford workforce.

In establishing the mall concept at Redford, management and the UAW took important steps to allocate cost by making the facility available to separate corporate entities and other third parties. In doing so, the parties recognize the co-location of separate business concerns in one (1) manufacturing location present increased challenges from a communications standpoint. These challenges can only be met through sincere efforts to share information on a regular basis.

To that end, Detroit Diesel commits to coordinate monthly meetings of mall occupants and the UAW Local 163 Shop Committee for the purposes of exchanging information, identifying issues and reaching mutually satisfactory resolutions to problems in a timely manner.

Should situations arise regarding the performance of bargaining unit work the Shop Committee Chair may raise the matter with the Manager of Human Resources for review.

Yours truly,

Eileen Frack

General Manager, Human Resources

Daimler Truck North America

SUPPLEMENT TO THE MASTER AGREEMENT

Between

**UNITED AUTOMOBILE WORKERS
LOCAL 163**

and

DETROIT DIESEL CORPORATION

Effective May 25th, 2022

MASTER AGREEMENT SUPPLEMENT

(12.1) Memorandum of Understanding on Overtime

(A) Daily Overtime

Hours in excess of nine (9) hours worked per shift shall be voluntary. During periods of ramp-up hours, in excess of ten (10) hours worked per shift shall be voluntary.

(B) Saturday Overtime

Employees may be required to work Saturdays; an employee who has worked two (2) or more consecutive Saturdays may decline to work the following (third) Saturday provided they have not been absent for any reason on any day during the week preceding the Saturday.

(C) Sunday Overtime

Overtime work on Sundays shall be voluntary; provided the employee has not been absent for any reason on any day during the week preceding such Sunday, except for a Saturday which they declined to work pursuant to Article B above.

(D) Notice

For all voluntary hours in a given week, the employee may decline to work such hours if their supervisor is notified.

(E) Concerted Activity

(1) Any right to decline daily overtime or Saturday or Sunday work by any employee may be exercised only by each employee acting separately and individually, without collusion, conspiracy or agreement with, or the influence of, any other employee, the Union or pursuant to any other concerted action or decision. No employee shall seek by any means to cause or influence any other

employee to decline to work overtime. Employees violating these terms will be subject to discipline.

- (2) The company shall have the right to suspend provisions that entitle employees to voluntarily decline overtime if the employees fail or refuse to report for overtime that has been accepted, or declines overtime in greater numbers than in past experience because of employees collusively, concertedly or in response to the influence of any employee or group of employees.

(F) Emergencies

The provisions of this Memorandum of Understanding that limit or restrict the right of Management to require employees to work overtime shall be suspended when operations are interrupted by emergency situations, such as breakdowns of four (4) hours or more, government mandated work, power shortages, strike, fire, tornado, flood or acts of God, for a period of time necessary to overcome such emergencies and make up lost production.

(G) SUB

Overtime hours that an employee declines shall be deemed "Compensated or Available Hours" within the meaning of the Supplemental Unemployment Benefit Plan.

(H) General

- (1) In order to implement this Memorandum, the Company shall have the right to hire temporary part-time employees for straight-time, overtime or weekend work. Such temporary part-time employees shall not be entitled to Saturday or Sunday overtime premium pay, except as required by law, until they are qualified to perform the work

to which they are assigned or for fifteen (15) working days, whichever is sooner.

As to skilled trades work such part-time employees will be qualified to perform the work.

- (2) Nothing in this Memorandum of Understanding shall make ineffective any past practice or agreement concerning voluntary overtime that is mutually satisfactory to the Union and Management.
- (3) Nothing in this Memorandum of Understanding shall make ineffective any agreement pertaining to overtime equalization or augmentation.

(l) **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.

(12.2) Union Bulletin Boards

- (A) Designated bulletin boards may be used by the Union for posting notices bearing the written approval of the President of the Union or the Chairperson of the Shop Committee provided these notices concern Union affairs which are not political or controversial in nature.

The Union will remove from such Union bulletin boards any material which is libelous, scurrilous, or detrimental to the Labor-Management relationship.

- (B) There shall be no other posting by employees of any kind of literature on Company property other than as herein provided.

(12.3) Memorandum of Understanding - Voluntary Political Contributions

It is agreed between Detroit Diesel Corporation 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.

Memorandum of Understanding

Detroit Diesel Corporation and the International Union, UAW, that in accordance with the Memorandum of Agreement on deductions for Voluntary Political Contributions, dated

October 8, 1987 and specifically Subsection 6 of that Agreement, the Union will pay the Company each six (6) months, on July 31 and January 31, for the term of the 2022 DDC-UAW Master 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.

(12.4) Union Security and Check off Dues

- (A) Any dispute arising as to the employee's membership in the Union shall be reviewed by a representative of Management and the Chairperson of the Shop Committee and/or the Financial Secretary, and if not resolved, may be decided by the Impartial Umpire.
- (B) "Member of the Union" as used in Article (10.2)(A) and (10.2)(B) above means any employee who holds membership in the Union. Such members shall not be

more than thirty (30) days in arrears in the payment of membership dues.

- (C) Initiation fees for membership in the Union shall not exceed the maximum prescribed by the Constitution of the International Union at the time the employee becomes a member.
 - (1) In any state wherein Article (10.2)(A) and (10.2)(B) of this Agreement cannot be made effective because of state law, an employee who is not a member of the Union at the time this Agreement becomes effective shall pay to the Union as a condition of continued employment, within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, a sum equal to the Union's or local's initiation fee charged members and also a sum monthly which is equal to the monthly dues required of the Union's or local's members at each location, provided that such condition of continued employment is not prohibited by state law and, provided further, that such condition of continued employment continues to be lawful under the National Labor Relations Act, as amended.
 - (2) Any dispute which may arise as to whether or not an employee has paid the sum of money which is required to be paid as a condition of continued employment under Article (12.17)(C)(1), shall be reviewed with the employee by a representative of the Union and a representative of Management. Should this review not dispose of the matter, the dispute may be referred to the Umpire whose decision shall be final and binding on the employee, the Union and the Company.
- (D) During the life of this Agreement, the Company agrees to deduct from the pay of each employee, or notify the

Trustee of the DDC-UAW Supplemental Unemployment Benefit Plan Fund to deduct from each such employee's Regular Benefits, Union membership dues levied by the International Union or Local Union in accordance with the Constitution and By-Laws of the Union, provided that each such employee executes or has executed the following "Authorization for Check-Off of Dues" form; provided further however, that the Company will continue to deduct monthly membership dues from the pay of each employee for whom it has on file an unrevoked Authorization for Check-Off of Dues form.

- (E) Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Section of the Agreement.
 - (1) Once each month, the designated financial officer may submit to management a list showing the name and social security number for each employee who is certified as owing an initiation fee and/or monthly dues, specifying the amount of the liability and the period to which any such monthly dues liability applies.
 - (a) This list shall be dated and shall be submitted on or before the first Tuesday following the third pay day in the month.
 - (b) Such amounts will be deducted from the first pay received following the first payroll period ending in the next following calendar month provided the employee has sufficient net earnings to cover the liability.
- (F) A properly executed copy of such "Authorization for Check-Off of Dues" form for each employee for whom Union membership dues are to be deducted hereunder, shall be completed by the employee and submitted to the Management before any dues deductions are made,

except as to employees whose authorizations have heretofore been delivered to Management. Deductions shall be made thereafter, only under the applicable Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Management shall deliver to the Union an "Application for Membership" form for each employee for whom Union membership dues are to be deducted under the provisions of the Check-Off except as to employees whose authorizations have heretofore been delivered.

- (G) Check-Off deductions under all properly executed Authorizations for Check-Off of Dues forms which have been delivered to the respective Managements on or before the effective date of this Agreement, shall begin with the month of November, 1998.
- (H) The initial monthly dues deduction from the pay of an employee who completes an "Authorization for Check-Off of Dues" form shall be made from the second pay received by the employee following the date on which the authorization was executed. It shall be presumed that employees owe initiation fees, unless they had previously executed an "Authorization for Check-Off of Dues" form at that plant, and such initiation fees will be deducted simultaneously with the initial deduction as specified in this paragraph. Thereafter, the Union membership dues for each succeeding calendar month shall be deducted as follows:
 - (1) The deduction for monthly dues will be made from the first pay received following the first payroll period ending in the calendar month. All payroll periods ending in a calendar month will constitute, in the aggregate, the dues deduction month. Regular monthly dues and past dues or initiation fees, if any, will be deducted provided the employee has sufficient net earnings to cover the deductions. In the event there are insufficient net earnings, the

deductions will be made from the subsequent pay or Regular Benefit received by the employee that is sufficient to cover the deductions. Any liability will be carried forward until the employee has sufficient net earnings to cover the deduction or breaks seniority, whichever occurs first. However, deductions will only be made from Regular Benefits provided the employee has an applicable "Authorization for Check-Off of Dues" form in effect as of the date the deduction is made. In the event an employee has a past dues or initiation fee liability and receives either a Vacation Pay Allowance or payment for the unused portion of Paid Absence Allowance, such liability may be deducted from such payments.

- (2) The dues deducted from an employee's earnings will be governed by the UAW International Executive Board in accordance with the Union's International Constitutional By-laws and will be based upon the employee's hourly wage rate excluding all other premiums for the job classification of record held by the employee during the pay period to which the deduction applies.
- (3) For employees compensated on group bonus or piece work, the deduction for Union membership dues shall be based upon the employee's earned rate of pay exclusive of night shift and overtime premiums for the pay period in which the deduction is made.
- (4) In the event of a retroactive change in an employee's job classification of record for the pay period in which dues have been deducted, there will be no retroactive adjustment in the check-off of Union membership dues.
- (5) The amount deducted from an employee's pay pursuant to these provisions shall be in addition to an amount which may be authorized by a Union

pursuant to the Constitution and By-Laws of the Union and of which the Union has given notice to Management.

- (6) In the event an employee does not receive pay for a payroll period ending in a dues deduction month prior to the receipt of a Regular Benefit applicable to any such period, union dues in the amount of five dollars (\$5.00) or such other amount as may be established as dues shall be deducted from the Regular Benefit, provided the employee has the applicable "Authorization for Check-Off of Dues" form in effect as of the date the deduction is made. In the event such an employee subsequently receives a pay for a payroll period ending in the same dues deduction month, the difference between the amount of union dues paid and the amount then owing will be deducted from such pay.
- (I) In the case of employees rehired, or returning to work after layoff or leave of absence, or being transferred back into the bargaining unit, who previously have properly executed Authorization for Check-Off of Dues forms, deductions will be made for membership dues as provided herein.
- (J) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.
- (K) Dues deductions shall be remitted to the designated financial officer of the Union once each month within 10 days after the regular deduction date. Any deductions made from subsequent payrolls or from Regular Benefits paid during payroll periods that end in the calendar month shall be included with the remittance for the following month. Management shall furnish the designated financial officer of the Union, monthly, with the names,

social security numbers, department numbers and clock numbers of those for whom deductions have been made, the amounts of the deductions and the amounts deducted, by employee and in total, respectively, for initiation fees, regular monthly dues, and S.U.B. dues. Regular monthly dues and S.U.B. dues shall be identified as to the period to which such deductions apply. This information should be furnished along with the dues remittance. The designated financial officer will be advised of the order in which the names will be listed and of any future changes in the order of the listing as far in advance as possible. The foregoing notwithstanding, deductions made on a declining balance basis, deductions of a past dues or initiation fee liability from a Regular Benefit and deductions from pay for a liability incurred more than six (6) months prior to the actual deduction date will not be identified to a specific deduction month.

- (L) Any dispute which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues form, shall be reviewed with the employee by a representative of the Local Union and a representative of Local Management. Should this review not dispose of the matter, the dispute may be referred to the Umpire, whose decision shall be final and binding on the employee, the Union and the Company. Until the matter is disposed of no further deductions shall be made.
- (M) Neither the Company nor the Trustee of the DDC-UAW Supplemental Unemployment Benefit Plan Fund shall be liable to the International Union or its locals by reason of the requirements of this Section for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned or from Regular Benefits received.
- (N) In the event net earnings are sufficient to cover union membership dues for only one dues deduction month

and an employee has a dues liability for more than one (1) month, the deduction will be for the current dues deduction month. In such situations membership dues for the past dues liability will be deducted from the next earnings received in that month or in a succeeding month in which the employee has sufficient net earnings to cover such union membership dues.

- (O) In the event an employee receives a back pay settlement or award for any calendar month for which no dues deduction has been made, a deduction for each such month shall be made from such settlement or award.

ARTICLE 13 SKILLED TRADES SETTLEMENTS

1. Employee Tools and Tool Boxes

In those cases where employees are required by Management to provide their own tools, Management will replace or repair such tools, turned in provided they are damaged or broken doing work for Detroit Diesel Corporation and there is no negligence on the part of the employee. In the case of tools replaced under this Demand Settlement they become the personal property of the employee and they will not be marked with any company identification.

In the case of employees going on sick leave or other extended periods of absence, or where other circumstances would justify it, upon request of the employee the proper steps will be taken to effectively safeguard the employee's tool box and tools during this absence (for instance sealing the tool box and storing it in a safe place).

2. Leaders - Temporary

In situations where skilled trades leaders are absent or on a Leave of Absence for less than one (1) week with advance notice (i.e. training, vacation, etc.) a working leader will be temporarily established and paid accordingly for the duration of the absence.

3. Lockers

Management will provide maintenance skilled trades employees who so desire two (2) lockers (side by side) in the regular employee locker room. It is understood that this may require locker relocation of other employees.

4. Related and/or Specialized Training

In the event technological changes affect job assignments in the plant, special training and instructions are afforded those

employees assigned to that specific work whenever possible. When additional outside training is required, employees are selected on the basis of training needed to complete job assignments directly affecting the employee's area of responsibility. In those cases where certain skilled trades employees may be sent to outside schools for specialized training, other skilled trades employees will be assigned to work with these employees in order to gain knowledge of specialized training as may be required in their job assignments. Employees receiving specialized outside training will be paid all lost wages in excess of eight (8) hours a day provided their respective EOT is scheduled full. In cases where their respective EOT is working partial the employee will not be charged for any overtime that would have been available provided it was not worked. Management is agreeable to continue this general policy of providing additional training where necessary for employees to progress with technological advancements. Insofar as which employees will be chosen to receive specialized training, seniority will be the basis of selecting who will attend from skilled trades employees within a defined work area (i.e. department, zone).

Management is agreeable to train employees, time permitting, who express a genuine interest in learning to operate new equipment (i.e. gear cutting), which is required within the scope of their job assignments.

5. Test Stand Oil Filters

Test Stand oil filters are mounted by use of a single bolt on the top of the filter or a twist off type is utilized. The work has always been a part of the test operators job assignment and requires a minimum time to change. Skilled Trades will continue to be assigned to change the master oil filter on the central oil supply system as has been done in the past.

6. Outside Work Assignments

Jackets for outside work during winter weather are available for employees. Management assures the Union of its intent to continue this practice and not change the type of jacket (heavy weight, insulated lining). Management will provide proper cleaning, replacement and repair on an as needed basis. The company will work with the union to provide the skilled trades Safety Compliant cold weather gear as needed.

7. Proof of Journeyman Status

Journeymen will be hired in compliance with the terms of the Master Agreement. In the event the status of a new hire journeyman is challenged by a skilled district or shop committeeperson, proof of journeyman status will be shown the skilled committeeperson concerned upon request to the Labor Relations department. The skilled Shop Committeeperson will be furnished a copy of the weekly activity report.

8. Engineering Laboratory

It is Management's policy that skilled tradespersons perform work that historically has been skilled trades work at DDC in the Engineering Laboratory (i.e. heat exchangers, fuel scales, dynamometer repair). A review will be made of these requirements in the Engineering Lab., falling within the bargaining unit jurisdiction, with Plant Engineering and E-4 Lab Management, to insure compliance with Article 1.4(B) of the Master Agreement.

9. Project Reworks

An account will be established in Manufacturing Services for the purpose of capturing excess labor and material costs due to reworked projects.

10. Job Assignments - Skilled Trades

Job assignments will be made on a fair and equitable basis, including the rotation of less desirable jobs such as jobs outside of the tool room.

Management will give consideration to skilled trades employees' requests by classification and designation 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.

- (a) Skilled trades employees desiring to transfer to a specific area of skilled trades by classification (i.e. zone to zone, zone to construction) may make application on forms provided by Management. The application period will be the last two (2) weeks of February of each year. Employees who apply will be moved by the third (3rd) Monday in March, seniority permitting. (Air conditioning every two (2) years).

In lieu of volunteers from the affected area, the lowest seniority employee in the area will be removed. This rotation procedure does not impact employees rights under the transfer procedure and applies to the same shift only.

11. Outside Contracting-Tool and Die and Miscellaneous Fabrication

Management is not agreeable to expand the provision currently contained in Article 6.14(E) of the Master Agreement. However, Management will, when time and circumstances permit, hold discussion regarding the contracting out of any Tool and Die, Tool Room or Shop Fabrication work with the Shop Committeeperson or Shop Committeepersons of affected areas prior to the letting the contract out for bid. In those discussions Management will allow for input by the Union and give appropriate weight to that input. The discussions will include the scope of work and bid due dates. The parties will

reconvene two (2) weeks following to review the quotes and determination of the party awarded the job based on the cost and timing of the quote requirements.

12. Inclement Weather Equipment - Garage

A company pick-up truck is available to Garage Mechanics upon request when required to carry out job assignments during inclement weather.

13. Preventative Maintenance

Management recognizes the relative merits of a Preventative Maintenance Program for all skilled trades and maintenance employees. Management will jointly explore any ideas presented by Skilled Trades employees for setting up good preventative maintenance programs in the future.

14. Tool Room-Sketches

Verbal instructions are an inherent element of work assignments within the Tool Room. In those situations requiring additional information employees will be provided a sketch upon request.

15. Journeyperson – New Hires

All newly hired journeypersons must provide, when required, up to date copies of their licensing/certification (ex: Air Conditioning/Boiler Operator - City of Detroit) within 179 days of employment. Failure to obtain required licensing/certification may result in the termination of employment.

GENERAL SETTLEMENTS

1. Emergency Phone Call Procedure

“Emergency” phone calls to employees at work should be handled without undue delay. All emergency calls should be placed to Hourly Personnel at 592-7451. The individual calling will be given a call-in number. This procedure will also apply to Plant Security during those times when the Hourly Personnel Department is not open.

2. Damaged Clothing

Damage to employee’s clothing (including shoes) which was the result of faulty equipment or some other Management responsibility will be replaced at company expense as long as the employee has exercised reasonable care. Legitimate claims will be paid upon submission of receipt as soon as possible.

3. Nourishment after Working Ten (10) Hours

Employees who may work more than two (2) hours beyond an eight (8) hour shift will be afforded the opportunity to secure nourishment during such hours. Employees who may work a “double” shift will be afforded a full lunch period in connection with the added shift worked.

Employees who start work prior to the start of their normal scheduled shift starting time are entitled to nourishment break after the first hour of the scheduled shift.

4. 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.

5. Putting Away Tools

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

6. Construction Contractor Parking

The company will maintain a designated parking area for employees working on-site for construction contractors.

7. Personal Allowance Time/Tag Relief

Relief time will be a total of forty-six (46) minutes for an eight (8) hour period. This relief time will be broken down into a sixteen (16) minute break and a thirty (30) minute lunch period.

Tag relief may be provided utilizing existing team personnel for these relief periods in machining, engine test and other areas mutually agreed to by the parties. Production skilled trades teams breaks will be scheduled to allow for continuous coverage for production departments. Break periods will be set by management and could include periods of equipment down time.

Relief time is designated for employees to attend to their personal needs, inside or outside the plant.

8. Satellite Areas

If it becomes necessary to relocate a satellite area due to a plant rearrangement, advance discussion at least thirty (30) days prior to the move will be held with the Shop Committee. Efforts to arrive at a mutually satisfactory new location will be made. Locations will be provided during transition, if reasonably available in the vicinity.

9. I.D. Badge

Employees will be charged for replacement of I.D. badges when such replacement is due to loss by the employee.

10. Badge Readers

1. Regular shift hours including scheduled overtime. Employees will punch in and out at their assigned reader.
2. Irregular Hours - Employees leaving the plant before the end of their scheduled shift hours will punch out at their assigned reader.

A copy of the supervisor's recap reports will be available at the supervisor's desk.

If a ring in or ring out by an employee is questioned by Management, the employee will be notified prior to Management changing the ring in or ring out.

11. 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 justified 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 of packages entering or leaving the plant.

If requested by the employee, the committee person 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.

12. Foul Weather Gear Maintenance

Management will take the necessary steps to provide and maintain, in a timely manner, foul weather gear including necessary cleaning, repairing and replacement.

13. Cafeterias/Company Store

During periods when the cafeteria line service is not operating, vending services will be provided.

Hours of operation and locations of services will be established that support operation schedules and manning levels. The parties agree to meet on a regular basis to discuss the hours of operations, location of services and the quality of services provided.

If there are three-hundred (300) or more employees scheduled to work on any shift on a weekend, the cafeteria will provide hot food service from either the food service lines or the grill.

Any specific complaints regarding the quality of food items in the cafeteria should be raised with Labor Relations for investigation and corrective action where justified.

14. Department Number Changes

Management will continue its policy to review with the Union the adding of new departments or departmental changes when such questions are raised by the Union. Further, it is understood that such changes do not alter negotiated Seniority, E.O.T., and Shift Preference groupings.

15. Urinalysis/Hair 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 urinalysis and/or a hair analysis specimen is required. The specimen is sent to the laboratory for urinalysis within one (1) regular scheduled working day and the results are normally received back at the plant Medical Department within five (5) normal scheduled working days.

16. Jurisdiction - Cribs

The restrictions under Articles 1.4(B) and 10.7 of the Master Agreement as it pertains to drawing tools or items from the cribs as being bargaining unit represented work is recognized by Management, and Management will notify supervision accordingly.

17. Temporary Supervisory Changes

When temporary changes in supervisory responsibilities are necessary, employees affected will be notified in writing if practical or by verbal communication. Notification to employees of changes in supervisory responsibilities is a Management responsibility.

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

19. Pay For Time Detained At Medical

In the event of a plant sustained occupational injury, employees who are required to remain beyond their regular shift for examination or treatment shall be paid until such time as they leave the Medical department. In the case of employees sent to an outside medical facility for treatment or examination, such employees will be compensated for such time during their regular working hours and scheduled overtime hours if they return to work on such day.

20. 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.

21. Paychecks - Shortages

When pay shortages result on an employee's paycheck and are brought to Management's attention, 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 the next normal work day. Shortages regarding afternoon shift employee's paychecks brought to the attention of Management on Thursday will be paid on Friday.

Substantial pay shortages of eight (8) hours or more arising on Friday should be brought to the attention of the Labor Relations department. When that department is advised by 11:00 a.m., arrangements will be made for a special payment to cover the shortage by 4:30 p.m. on that day. It is understood that such treatment cannot be given to large groups of employees.

22. Paychecks- Christmas Holiday Period

Management will make every reasonable effort to insure that seven (7) day operators receive an accurate pay in a timely manner for hours worked during the Christmas Holiday Period.

23. Parking Lots

Parking Lots will be maintained, kept free of snow and ice, patrolled, and assistance will be provided for disabled vehicles.

24. License Reimbursement

An employee whose job assignment requires a legally mandated 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.

25. Environmental Services

Under current operating conditions the operation of the outside sweeper is a proper assignment to employees classified Environmental Services.

26. 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 dependant 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.

27. Leaving Plant Early Medical Reasons

The decision regarding any employee's physical condition with respect to requests to go home because of illness must of necessity rest with the Medical department, for the employee's own welfare. In those cases where such employees insist on leaving the plant to see their personal doctor, it will be required that they submit a statement from their doctor verifying their illness, when they return.

Where employees leave the plant for medical reasons, usually they return to their departments to put away their tools, get their coats or other personal belongings, etc. It is recognized, however, that the employee may desire to leave the plant without returning to the department and this option will be left to the employee.

28. Video Training Agreement

Company has the ability to video jobs for training purposes. The company will inform the representative committee person and work with the committee person or team leader of the job to be videoed to ensure employee consent, proper training and qualification. The company will record job training videos in compliance with the Memorandum of Understanding regarding Truck Operating System (TOS) Department Office Structure, Objectives and Work Rules.

HEALTH & SAFETY SETTLEMENTS

29. Vehicle Repair

Vehicles which are in the garage for designated service or repair work are not normally released until such work has been completed. In the case of such a vehicle released by supervision prior to completion of this designated work, the supervisor authorizing this release of this vehicle will be responsible. In an effort to avoid unauthorized removal of vehicles from the garage a security system will be devised.

30. Powered Industrial Vehicle Safety

In an effort to improve powered industrial vehicle safety the following programs have been instituted or expanded.

- A. A daily safety check list should be completed and signed by powered industrial vehicle operators and returned to the supervisor, who will be responsible for having the equipment repaired. The daily check lists and scheduled maintenance records shall be made available to the Union Health and Safety representative upon request.
- B. A powered industrial vehicle three (3) month preventative maintenance grease program has been developed and implemented to reduce the possibility of equipment failure.
- C. Supervisor will be responsible for who drives their equipment. Assignments to operate powered industrial vehicle shall not be made unless the operator has a valid operator's license. Unauthorized drivers or passengers will not be permitted.
- D. Powered industrial vehicle physicals and testing will be accomplished every three (3) years according to the UAW-DDC Powered Industrial Vehicle Program currently in effect at Detroit Diesel Corporation.

- E. New drivers will also receive training on the equipment authorized.

Any problems brought to Management's attention in this regard will be reviewed and corrective action required will be instituted without undue delay.

Powered industrial vehicle drivers will be instructed that special care should be exercised in operating such vehicles in main aisles of the plant during normal shift change times and that operating such vehicles in main aisles of the plant during shift change times should be avoided where possible. In addition, the necessary action will be taken by Management to suspend the movement of large pieces of equipment in main aisles by the company or contractors during the normal duration of the major shift change times.

31. Moving Engines

When moving engines from one location to another (other than straightening engines, etc.) with the use of a fork lift truck, no more than one engine will be moved at a time. Regarding the transportation of engine blocks within the plant, this issue has been resolved on the basis that dividers with raised plywood edges are no longer being purchased for this purpose. Plastic edged dividers are being phased in to replace the plywood edged dividers. If neither is used engine blocks will be banded. Dividers with raised plywood edges which are determined to be defective or substandard will be removed from service.

32. Trailers

No more than three (3) trailers will be pulled through the plant in tandem unless otherwise specified in SWI.

33. Safety Shoes

In those cases where maintenance or test operators employees are assigned to jobs which could result in potential damage to

employee's clothing, protective clothing is provided protective footwear will also be furnished.

34. In-Plant Temperature

Management will give proper consideration to problem areas relating to in-plant temperatures and will provide the necessary corrective measures where required.

In addition, Management will inspect the in-plant ventilation systems on a regular basis. Evidence of the inspection will be furnished the Union upon request. This inspection will include the general operation of the units and the inspection of filters and coils. If, as a result of the inspection, the need exists for repairs including the rotation or replacement of existing filters, corrective action will be taken accordingly.

Any problems regarding heating and ventilation in the plant should be brought to the attention of Labor Relations for corrective action in a timely manner, where required.

35. Waste Treatment Facility

Air sampling reports of the Waste Treatment facility will be provided to the Union on a quarterly basis. On an annual basis employees permanently assigned to the Waste Treatment facility may report to the plant Medical department and request medical examinations.

36. Medical Service

The hours of operation of the Medical Department are necessarily based upon the number of employees assigned to a particular shift. When not in operation medical assistance is available through the Plant Security Department. In addition, area hospitals are utilized for emergency medical treatment on a twenty-four (24) hour per day basis. Currently, the Medical Department is open sixteen (16) hours per day Monday through Friday excluding holidays. On weekends the Medical

Department is open when two-hundred fifty (250) or more employees per shift are scheduled to work.

Plant Security Officers, have received certified first aid and CPR training. It is Management's policy that Plant Security Officers receive and maintain certified first aid and CPR training.

37. Medical Records

If an employee requests verification of a visit to the Medical department, such verification will be provided based on the records of the Medical department. Beyond this, a report of physical examination and any laboratory tests made by physicians acting for the Company will be given the personal physician of the individual employee involved upon the written request of the employee.

38. Aisleway Congestion

Necessary steps will be taken by Management to insure that plant aisleways, especially main aisles, will be kept clear of congestion, including meetings. Situations with regard to congested aisles when brought to Management's attention will be corrected without undue delay. Aisles should be kept clear to ensure safe usage, especially in event of emergencies. Materials, skids, racks, crates, boxes, ladders, etc., must not block aisles, exits, fire equipment, alarm boxes, power panels, or stretchers.

39. Work Assignments

In those work assignments involving recognized hazards where good judgment dictates more than one (1) employee should be assigned, Management will not assign an employee to work alone. For instance, in the event of project work on the equipment in the primary powerhouse, at least two (2) employees will be assigned. Other examples would be project type work in a precarious location on the roof, for instance close to the edge of the roof; or cases in "pit" type locations with moving equipment which cannot be locked out. Furthermore,

in cases where employees are assigned to work in isolated areas by themselves, they will be checked on a regular and continuous basis approximately every hour, when requested by the employee. It is also recognized that if an employee is of the opinion that his particular assignment involves a hazardous element which may justify the assignment of another employee from a safety standpoint, they should raise the matter with their supervisor and they also have recourse to their committeeperson and/or the Union's Health and Safety Representative.

In the event an employee classified Air Conditioning and Refrigeration Control and Maintenance is required to complete a regular tour on the roof in periods of darkness, a two (2) way radio will be available for the employee's use upon request of the supervisor in charge.

40. Floor Matting

In those cases where an employee's job assignment requires standing continuously in one place on a bare concrete floor, safety approved floor matting or ergomates type solutions will be provided by Management.

41. Hoist - Training

Employees required to use overhead hoists in connection with their job assignments will be given specific training on the safe use of this equipment and new technologies.

42. Lighting

Management will take the necessary steps to insure that the lights throughout the plant are cleaned on a continuous basis. Management will also take the necessary steps to insure that the lights in the Test Rooms are properly cleaned.

Management currently is monitoring lighting throughout the plant on a continuing basis and replacing as needed. Further, any problem lighting situation brought to Management's attention is corrected in a timely manner.

With regard to emergency lighting facilities, a preventive maintenance program has been established to insure that each piece of such equipment will be inspected at least once each year. Any piece of such equipment which is reported defective to Management will be checked and repaired as necessary.

43. Maintenance of Equipment

Various tools and equipment used in manufacturing processes are subject to periodic inspection to insure that they are in proper working order, when justification exists. Instances of company tools and equipment in need of repair should be brought to the attention of supervision for correction where necessary. The inspection of crane devices will be handled in the same manner as overhead hoists. When tools and equipment are taken out of service for repair for reasons related to safety, they will not be put back in use until repaired. All hoists, chain falls and other lifting devices will be checked each ninety (90) days or in accordance with manufacturer specifications to ensure they are in safe operating condition.

44. Touch Up Painting

Rustproofing in this area will be accomplished by either a brush method application or use of air pressurized devices which do not contain the type of propellants currently used.

It is the policy that touch-up repair painting outside the booths be held to a minimum.

45. Chest X-Rays

Employees assigned to cutter grinder, tool room grinder, blow-out booths, spray painting, welding and heat treat will be provided the opportunity for a chest x-ray annually on an optional basis. Any other employee who desires consideration for an annual chest x-ray and who by the nature of their job assignment would warrant periodic chest x-rays, as determined by the Plant Medical Department, will be provided the opportunity for a chest x-ray annually.

46. Noise Abatement Program

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.

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

Corrective action will be taken as required.

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

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

Under present operating conditions all test operators are scheduled annually for a hearing test by the Plant Medical department. Testing at a frequency of less than one (1) year will be scheduled for employees who have been determined by the Medical department to require more frequent examinations.

47. Asbestos Procedure

- (A) Applicability - Where asbestos is cut, chipped, hammered, swept etc., the DDC-UAW Asbestos Removal procedure is to be followed.

Note: Included are truck repair classifications while changing brake linings. An approved vacuum is to be used rather than blowing off the lining residue with an air nozzle.

- (B) Notification - The Safety and Health Committee must be notified, in writing, at least fifteen (15) days in advance of any major departmental moves which will involve more than two-hundred-sixty (260) linear feet or more than one-hundred-sixty (160) square feet of asbestos in any form.

Notification of major moves, as described above, will be the responsibility of Environmental Engineering and is to include, a) date work is to be done, b) location, c) what form of asbestos to be removed. The Safety and Health Committee must also be notified, in writing, of work involving asbestos in quantities less than those stated above, which is to indicate, a) date work was performed, b) location, c) employee's name and number. Notification is to be made by the employee's supervisor. Employees exposed to asbestos, should notify their supervisor immediately.

Note: The Truck Repair supervisor must notify the Safety and Health Committee when vacuum filter or bags are to be changed.

- (C) Procedure Distribution - All employees and their supervisors involved in asbestos removal must be trained in the DDC-UAW Asbestos Removal Program.
- (D) Medical Examination - All employees, who are routinely involved in asbestos removal, will receive an annual chest x-ray and lung function test. Requests for medical examinations, by employees who believe that they were exposed to asbestos, will be handled on an individual basis.

48. Lung Function Tests

Any employee, who by the nature of their job assignment would warrant a periodic lung function test, as determined by the Plant Medical Director, will be provided the opportunity for a lung function test.

49. Electrical Panels - Access

Shop Safety Rule #17 provides that only authorized persons, e.g. Electrical Engineers and Electricians, are permitted to make electrical repairs in accordance with the current Master Agreement and OSHA/NFPA70E guidelines. Unauthorized employees tampering with electrical panels will not be permitted. Also, the storing of items such as lunches, articles of clothing, etc. in electrical panels is an unsafe practice and will not be condoned. While it is not practical to padlock all electrical panels, steps will be taken to remind all employees of our safety rules and of the need for continuous compliance. The method of communication will be reviewed with the Union.

50. Ventilation - Main Battery Area

Management will maintain the ventilation system to operate to maximum design capabilities.

51. Drinking Fountain – Cleaning & Filter Changing

Filters on drinking fountains will be modified to allow for screw on type filters. Changing of filters and cleaning of drinking fountains will be the responsibility of employees classified as Pipefitters.

52. Dynamometer - Maintenance Log

Management is currently maintaining a maintenance log on drive shafts, guards, grabbers, and related dyno equipment on a monthly basis. Management is agreeable that the dyno records can be reviewed by the Union Health & Safety Representative upon request.

53. Paint Booths - Overspray - Preventative Maintenance

The current procedure for maintaining production paint booths has been in effect since December 1985. It is Management's policy to continue this maintenance program according to the practice (see clarification of details in Minutes dated 5/20/88).

54. Safe Cleaning Procedure

Safety precautions and job instructions for cleaning electrically powered machines

- A) The disconnect on the panel box will be pulled and locked out in the off position.
- B) A skilled trade electrician will pull the swing panel on the overhead buss bar.
- C) Cover and/or waterproof, by means of plastic sheets and tape, all motor housings to prevent water from entering.
- D) Cover and/or waterproof electric panel boxes, by means of plastic sheets and tape, to prevent water from entering.
- E) Hand wash (damp rag) panel box and electric motors. Do not spray water directly on any electrical parts.
- F) When cleaning is completed a skilled trade electrician will inspect all electrical parts before turning power back on.
- G) Proper eye and face protection along with gloves and aprons must be worn.

55. Fans - Cleaning

In-plant fans will be cleaned on an as needed basis. If a Union representative has a complaint that an individual fan needs cleaning, it may be raised directly with the Labor Relations department for Management investigation and corrective action deemed necessary.

56. **Maintenance Hi-Los - Second Seats**

All maintenance vehicles that can accommodate a second seat are being modified accordingly. On jobs requiring a maintenance team and where the hi-lo does not have a second seat, tricycles will be provided upon request.

57. **Tobacco**

Detroit Diesel is a tobacco free facility. This policy applies to cigarettes, cigars, pipes and chewing tobacco. Additionally, it is understood that this policy while not specifically referencing it repeatedly, does include electronic cigarettes. Any use of tobacco products will only be allowed during non-working hours and break times at designated areas outside the facility.

The company will maintain (5) locations appropriately covered to protect from the elements.

Additional areas may be considered at a later date.

By mutual agreement between the Company and the Union, designated areas may be removed if the employees are unable to maintain proper housekeeping.

Employees are also allowed to use tobacco in their personal vehicles during non-work hours.

An important component of the program will consist of a Company paid tobacco cessation program (to be taken on the employees own time) for willing participants. The Company and the Union agree to encourage employees to utilize the Employee Assistance Program (EAP) or other available health benefits to voluntarily enter a tobacco cessation program.

MEMORANDUM OF UNDERSTANDING SAFETY AWARENESS / COMPLIANCE

During 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.
- Skilled trades employees are required to wear safety glasses when performing tasks.
- 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.
- 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 Diesel 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.
2. 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.).
6. 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.
7. Any employee operating a moving vehicle will be subject to post accident urinalysis drug and breath alcohol testing.
8. 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 in-plant vehicles including tricycles, scooters, and flatbeds as well as fork-lift trucks.

9. 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.

Foot Protection

- 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.
- Safety shoes are recommended for all operations.
- Job-specific safety shoe requirements may exist as identified by joint committee on Health & Safety.

A \$250 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 \$250 credits for each employee on the following multi-year calendar schedule:

Credit One	Credit Two	Credit Three
<u>2023 and 2024</u>	<u>2025 and 2026</u>	<u>2027 and 2028</u>

To insure compliance the parties have agreed to utilize a no fault safety compliance discipline procedure.

SAFETY COMPLIANCE	
Discipline	Probation
1. Reprimand	30 days *
2. BOS + 3 days	60 days
3. BOS + 1 week	6 months
4. BOS + 2 weeks	7 months
5. BOS + 30 days	8 months
6. Discharge	
* Any subsequent reprimand issued will cause the probationary period to increase in line with the above progression (i.e. 1st reprimand 30 days, 2nd reprimand 60 days, etc.)	

- ◇ Discipline assessed for safety violations identified in this memorandum will follow the progression and probation as stated in the table above except machinery lockout violations. Violations of machinery lockout procedures will start at step 2, which is a balance of shift plus three (3) days.
- ◇ The Safety Compliance No Fault system describes the consequences of noncompliance to DDC Safety Practices contained herein, and is separate and distinct from the DDC Shop Rule and Discipline Administration process.
- ◇ 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. The probationary periods are fixed as described.
- ◇ Management reserves the right to circumvent the steps described above, and assess penalties for safety violations up to and including discharge for serious infractions (i.e. injury, death).

U.A.W. - LOCAL #163

Mark Gibson
Ken Bennett
Jason Hibbler
Derrick Jones
Thurman Holmes
Tom Tuomi
Frank Robinson Jr.
Bob Lindow
Ralph Morris Jr.

DETROIT DIESEL CORPORATION

Eileen Frack
Matt Pfaffenbach
Jonathan Townsend
Betsy Ballard
Joshua Lee
Eric Shoults
Paul Holliday
Craig Marx
Erik Linvog
Alex Teodosic
Kelly Seaman

DATE: 5-25-2022

MEMORANDUM OF UNDERSTANDING HEALTH AND SAFETY

The Corporation recognizes its obligation to provide a safe and healthful working environment for employees. The Union will cooperate in the Corporation'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 Corporation agrees to:
 - (a) Provide the necessary or required personal protective equipment, devices and clothing at no cost to employees.
 - (b) Disclose, to the Redford 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 Diesel Corporation and will not be released without the expressed written permission of the Corporation.
 - (c) Provide competent staff and medical facilities adequate to implement its obligation as outlined in (f) below.
 - (d) Provide to employees who are exposed to potentially toxic agents or toxic materials, at no cost to them, those medical services, physical examinations and other appropriate tests at a frequency and extent necessary to determine whether the health of such employees is being adversely affected.

Provide to each employee upon request a written report of the results of such examinations or tests which are related to occupational exposure. These results as well as those instances where it is determined that an employee has had a personal exposure exceeding the permissible levels as set

forth in 29CFR-1910.1000, Air Contaminants, will be reviewed with the employee by the plant medical department prior to their release. Upon the employee's written request, copies of such information will be forwarded to the employee's personal physician.

Problems regarding this procedure should be brought to the attention of Management.

In addition, in those instances where a breathing zone air sample is collected the employee will be notified of the results which will be entered on the employee's medical records.

- (e) 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 health and safety matters.
 - (f) Provide access upon reasonable notice to International Union Health and Safety Representatives, upon request, reports on such surveys will be provided to the Corporation.
- (2) The Redford Joint Committee on Health and Safety will consist of one (1) representative appointed by the Corporation 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.

A Joint Committee on Health and Safety, hereinafter referred to as Joint Committee, will be established in each bargaining unit as follows:

Employees	Health & Safety Representatives	Time Allowed to Function on Straight Time Hours
100-599	1	8 hours per week
600-10,000		Full time as established pursuant to Section (5) hereof.
10,001 and above	2	Full time as established pursuant to Section (5) hereof.

- (3) In the event that a Joint Union Health and Safety Representative is absent for one day or more, where possible. The Union shall provide to the Corporation the names of the employees so designated.

The Joint Committee shall:

- (a) Meet at least once each month to review health and safety conditions and make recommendations as they deem necessary.
- (b) Make a health and safety inspection once each two (2) weeks. Prior to such inspections, a review may be made of OSHA Form 300 accident experience. Investigate promptly all major accidents as defined by DDC Health and Safety policies. Receive prompt notification of any employee fatalities 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.
- (c) Accompany Federal and State OSHA Governmental Health and Safety inspectors and International Union Health and Safety professionals on plant inspection tours. Also, accompany Corporate Health and Safety professionals on regular surveys.

The Union does not waive any rights provided by Federal or State law by such accompaniment.

- (d) Review lost time accidents, (ANSI,Z-16.1) and other major accidents, as defined by the DDC

Health and Safety policies which occur in the work place and do not result in lost time, and also review plant safety reports on such accidents and make any necessary or desirable recommendations.

- (e) Receive a copy of the plant's report on OSHA "Summary of Occupational Injuries and Illnesses" and the facilities total employee-hours worked and the incidence rate for the comparable period.
- (f) Review MIOSHA Supplementary 301 form of Injuries and Illnesses.
- (g) Review and recommend local safety education and information programs and employee job related safety training. Management will be responsible for ensuring mandatory safety training is made available and employees are in compliance with mandatory safety training requirements.
- (h) Where necessary, measure noise, air contaminants, and air flow with equipment provided by the Corporation and observe the use of appropriate industrial hygiene and safety testing equipment as required when available in the plant. Upon request, the Joint Committee will be provided copies of photographs including video tapes, etc. taken which relate to health and safety matters in the plant. Such photographs shall be for the confidential use of the Joint Committee only and shall not be reproduced, published and distributed in any way.
- (i) Be advised of breathing zone air sample results and known physical agents or chemicals to which employees are exposed and protective measures and applicable emergency procedures. In addition, whenever it is determined that an employee has had a personal exposure exceeding the permissible level as set forth in 29CFR-1910.1000,

Air Contaminants, the Joint Committee shall be informed in writing of such exposure and the corrective action to be taken.

- (j) Review and analyze federal, state or local standards or regulations which affect the health and safety programs within the Corporation.
- (k) Review problems concerning serious or unusual situations affecting plant health and safety and make the necessary or desirable recommendations.
- (l) When either member of the Joint Committee has a reasonable basis for concluding that a condition involving imminent danger exists, relevant information shall be immediately communicated to the co-committee member so that joint investigation can be carried out immediately and necessary or desirable recommendations made. Upon mutual recommendation, the machine or operation will be taken out of service to perform any and all corrective action.

(4) Complaint Procedure

- (a) Each District Committeeperson shall conduct an inspection of their district one weekday each week for the purpose of examining health and safety conditions. The District Committeeperson will discuss with the supervisor and, failing successful resolution, with higher supervision, any problems which they feel requires correction. Every reasonable effort shall be made to settle the complaint at this point through discussion. If the problem remains unresolved, the Committeeperson may complete a "Health and Safety Complaint Form" in writing, in quadruplicate, which will include a statement of all the facts of the complaint.
- (b) Complaints by employees concerning health and safety issues may be taken up in accordance with

Article (2.1) of the Master Agreement with the understanding, however, that the Committeeperson, if called, will discuss the matter with the supervisor and, failing resolution, with higher supervision. If the matter is still not resolved, Committeeperson may complete a "Health and Safety Complaint Form," as described in (a) above.

- (c) The member of higher supervision will give answer promptly in writing on the "Complaint Form." The Committeeperson will give higher Management two (2) copies of the "Complaint Form" and transmit one (1) copy to the Union representative of the Joint Committee.
- (d) The Joint Committee will within a reasonable period of time and without undue delay visit the area where the complaint arose and observe the conditions complained of. Within a maximum of three (3) working days from the day of their visit, the Joint Committee will answer the complaint in writing. A unanimous decision by the Joint Committee will settle the issue. Failing such unanimous decision, the complaint will be discussed at a special conference attended by the Union and Management members of the Joint Committee, the Chairperson of the Shop Committee or Chairperson's designated representative, and another member of Management. If the parties are unable to resolve the complaint in the special conference, the complaint will be answered by Plant Management within five (5) working days. Thereafter, Article (2.4) of the Master Agreement will be applicable. Therefore, the regular Grievance Procedure of the Master Agreement will be applicable.
- (e) Health and safety complaints affecting substantial groups of employees may be initiated by the Health and Safety Representative. To do so, the

representative shall submit a completed "Health and Safety Complaint Form" to the Chairperson of the Shop Committee. Should the Chairperson of the Shop Committee, upon investigation of the complaint, determine that the complaint has merit, the Chairperson shall sign the form and present it to Management in a special conference as outlined in (4)(d) above within five (5) working days.

- (5) Nothing herein shall be construed to restrict any employee's rights under Section 502 of the Labor-Management Relations Act, 1947, as amended.
- (6) No provision herein will restrict the right of the Chairperson of the Shop Committee, Zone Committeepersons or District Committeeperson to perform their functions under the terms of the Master Agreement.

A Health and Safety Representative, who is appointed by the International Union, shall have only the duties and functions as set forth in this Memorandum. The representative shall be subject to the provisions of the following Articles of the Master Agreement: 3.4(A), 3.4(B), 3.4(D), 3.6(A), 3.6(B), 3.6(D), 3.8(A), 3.8(B), 3.8(C), 3.8(D) and 3.9. Although it is recognized that the representative is not a Zone Committeeperson, during regular hours the representative shall be paid and shall be scheduled to report at the plant for Health and Safety representation purposes as though the representative were a Zone Committeeperson, subject to the provisions of Article 3.4(A) of the Master Agreement, with a designated Health and Safety representation area on the representatives shift as the representatives zone. During other than regular hours, the representative will be scheduled to report for Health and Safety representation purposes as follows:

- (a) During overtime, part-time or temporary layoffs, or inventory when one hundred fifty (150) or more or twenty-five percent (25%) or more of the people

on the representatives shift in the representatives Health and Safety representation area are scheduled to work.

- (b) During shutdown when one hundred (100) or more of the people on the representatives shift in the representatives Health and Safety representation area are working.

The Alternate Health and Safety Representative will be allowed to function in the absence from the plant of the Health and Safety Representative, when such absence is occasioned by the Health and Safety Representative's attendance at a training conference.

Finally, nothing in this memorandum of understanding, the attachments hereto, various policy letters on health and safety, or the joint health and safety training materials is intended nor should it be taken to impose upon the Union a legal or financial liability for the health and safety of Detroit Diesel Corporation employees.

Safe Job Design

The Corporation and the Union recognize the advantages of designing processes and equipment with effective health and safety controls. The parties agree to allow the Health and Safety Committee to review new plant layouts, new manufacturing equipment, and major process changes where employees health and/or safety may be affected.

Effort to Reduce Fatalities

As a continuation of previous joint efforts, the parties agree to jointly implement a strategy designed to reduce and hopefully eliminate fatal accidents. One Union and one Management person will be assigned for the duration of this agreement to administer the elements of this

strategy through the Redford Joint Committee on Health and Safety.

Chemical Exposures

During these negotiations, the parties discussed concerns related to control of chemical exposures and employee health. The Corporation advised the Union of ongoing efforts designed to provide control of materials, equipment and layouts used in production processes where employee health and/or safety may be affected.

The parties, also, agree to explore the concept of training hourly employees to assist in monitoring various aspects of the work environment and who would perform such duties under the direction of a DDC Safety Representative.

Furthermore, the Corporation and the Union recognize that the UAW-DDC Hazard Communication Program is an outstanding example of the benefits derived from joint participation. The parties agree to explore methods to improve labeling provisions so that the best interests of the employees are maintained.

Health and Safety Subjects

(1) Working Alone

The parties have discussed the Corporation's policy regarding the assignment of employees to tasks in isolated locations or confined closed-entry spaces. The Corporation explained that when work assignments involve situations hazardous to an employee, appropriate precautions will be taken in accordance with safe work practices, including air sampling and ventilation when necessary, communications systems, personal surveillance arrangements and, as required, adequate support personnel. This will not change or restrict any mutually satisfactory local practices.

(2) The Corporation agrees to provide additional joint health and safety training to enhance the safety awareness, hazard recognition, and technical skills of DDC employees, the Joint Committee on Health and Safety will develop guidelines to be used. Requests for funds to cover costs associated with training programs which meet the established guidelines may be referred to the DDC Manager of Training.

(3) Radios and Earphones

iPod type radios or any electronic device that has a headset is deemed unsafe and is prohibited from being brought into the plant. The use of radios that do not require headsets do not fall in the above category per se. However, the use of such radios is subject to several common courtesy rules including:

(a) The extent volume level is intrusive or bothersome to employees in adjoining or nearby work areas; the employee with the radio in question will be asked to maintain a lower volume or instructed to remove it from the plant.

Rather than prohibit the use of radios that do not present a safety hazard, management feels the observance of common courtesy rules can work to the satisfaction of everyone.

DDC SAFETY RULES

The following are general Safety Rules applicable to all employees. In addition, specific safety instructions will be given to you for your particular job.

These rules have been established for the safety of all employees and it is important that you understand them fully and apply them to your own jobs.

1. SAFE JOB INSTRUCTIONS:

Before you operate any machine or equipment be sure you know the safe way to do the job. If not sure, ask your supervisor. Do not attempt to operate any machinery or equipment except that to which you have been assigned.

2. EYE PROTECTION:

Refer to Safety Awareness / Compliance M.O.U.

3. HAIR PROTECTION:

Employees with long hair, working on or near machinery, where there is risk from injury due to entanglement or danger of ignition from heat, must wear safety caps that are approved by the Safety department. Approved safety caps are available in the master crib.

4. FOOT PROTECTION:

Refer to Safety Awareness / Compliance M.O.U.

5. GLOVES:

Gloves must not be worn when operating any machine unless their use has been approved by the Safety Department.

6. DRESS:

The wearing of rings, long sleeves, loose clothing, bracelets, necklaces, scarves, dangling earrings, etc. which may become entangled in moving machines or equipment, is prohibited.

7. LIFTING:

Lift properly - bend your knees, keep your back straight and lift with your legs. See your supervisor for assistance if the load is too heavy.

8. MACHINERY:

Refer to Safety Awareness / Compliance M.O.U.

9. HAZARDOUS EQUIPMENT:

The following items of plant equipment are hazardous in untrained hands. Only persons specifically authorized by supervision or the Safety department may operate them.
(a) Power trucks of any type. (b) Cranes or hoists. (c) Power saws and shears.

10. SAFETY GUARDS:

Refer to Safety Awareness / Compliance M.O.U.

11. MOVING VEHICLES:

Refer to Safety Awareness / Compliance M.O.U.

12. HORSEPLAY:

Boisterous shouting, scuffling, throwing objects, misuse of tools or property, distracting the attention of others etc., can cause accidents and are therefore prohibited.

13. RUNNING:

Running is prohibited on company property.

14. HOUSEKEEPING:

It is the desire of Management and its employees that a clean and orderly plant be maintained. Keep your work area, relief area, locker room, and toilet facilities as clean as possible. Put paper cups, loose wire banding, loose cardboard etc., in refuse receptacles.

15. HAND TOOLS:

Use hand tools only for the work for which they were designed. Mushroomed head hammers, chisels, punches, defective or damaged tools should be reported to your supervisor. Never use hand files without handles.

16. MATERIAL HANDLING:

Material must be stacked or piled in proper containers and on safe pallets. Do not create unstable loads, blind corners at truck aisle intersections, blocked aisles, blocked fire extinguishers, etc.

Remove projecting nails from boxes, boards, or barrels and eliminate all sharp projections.

17. ELECTRICAL REPAIRS:

Only authorized persons are permitted to make electrical repairs. Report any need for electrical repairs to your supervisor immediately. Take no chances with electricity. Never attempt to make electrical repairs yourself.

18. COMPRESSED AIR:

The use of compressed air for blowing off clothing, hair, face, hands, etc., is dangerous and is strictly forbidden. Use compressed air carefully.

19. LADDERS:

Check any ladder before using it. If you find a defective ladder report it to your supervisor. Ladders must rest on a solid foundation. The pitch that the horizontal distance from the top support to the foot of the ladder is $\frac{1}{4}$ of the length of the ladder. If there is danger of the ladder slipping, have someone hold it.

20. AISLES:

Refer to settlement #38

21. SMOKING:

Refer to settlement #57

22. SAFETY SIGNS:

Safety signs are posted for your guidance and protection. They must be strictly observed.

23. UNSAFE PRACTICES:

The greatest percentage of industrial injuries are caused by employee unsafe practices. DDC supervision has been trained to detect and correct unsafe practices. If you are observed performing an unsafe act and are corrected, it is important that you do not repeat the unsafe act again, for your own safety as well as the safety of your fellow employees.

24. INJURY:

Despite safe job instructions, safety rules, innumerable safeguards, accident photos and reports etc., some employees do incur an injury. If this should happen to you, it is important that you, a. inform your supervisor of the injury immediately, b. obtain a medical pass, c. report to the Medical department for treatment.

Your safety and the safety of everyone in this plant is vitally important. Each year a substantial investment of time, money and energy is made by Management to insure that equipment, tools and working conditions are safe. In the final analysis, the safeness of these physical things that are used by DDC employees largely depend on how they are used. It is you, therefore, who are ultimately responsible for your own safety.

Remember, if any condition should arise which might be potentially hazardous you are to report this to your supervisor. If the condition is one for which you have a good solution, you are encouraged to process your idea through the "Suggestion Program."

**DETROIT DIESEL CORPORATION
REDFORD PLANT
SHOP RULES AND DISCIPLINE
ADMINISTRATION**

The Shop Rules and Safety Rules are not negotiated and are not part of the Master 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. Company policies are available at the plant computer kiosks for review at any time.

1. Falsification of personnel or other records.
2. Ringing the clock card of another.
3. Using another's badge or pass, or permitting another to use your badge or pass to enter the property.
4. Fighting on the premises at any time.
5. Gambling, loitering or any other game of chance on company premises at any time.
6. Absence without reasonable cause.
7. Reporting late for work.
8. Unauthorized operation of machines, tools or equipment.
9. Leaving and/or outside the factory without permission.
10. Misuse or removal from the premises without proper authorization of employee lists, blue prints, 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. (Do the work assigned to you and follow instructions; any complaint may be taken up later through the regular channels).
15. Restricting output.
16. Making scrap unnecessarily, or careless work.
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 in toilets or on any company property during working hours.
19. Smoking except in specifically designated areas.
20. Threatening, intimidating, coercing or interfering with employees or supervision at any time.
21. Theft or misappropriation of property of employees or of the company.
22. Possession of, or consumption of liquor or any alcoholic beverage, narcotics, or dangerous drugs 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 dangerous drugs.
24. Sabotage.
25. Disregard of safety rules or common safety practices.

26. Immoral conduct or indecency.
27. Littering, or contributing to poor housekeeping, unsanitary, or unsafe conditions, on plant premises.
28. Abusive language to any employee or supervision.

DISCIPLINE ADMINISTRATION

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

Progressive

Violations where the extent of penalty is defined from reprimand to discharge and is issued sequentially based upon previous entries in employee's record. A suggested minimum of ninety (90) days probation from the date of infraction for repeat violators.

Serious

Violations where the seriousness is such that the minimum extent of penalty starts at a balance of shift plus one (1) day and progresses sequentially based upon previous entries in employee's record. A suggested minimum of six (6) months probation from the date of infraction for repeat violators.

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. A mandatory probation period of one (1) year from date of infraction.

Discharge

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

DDC - DISCIPLINE ADMINISTRATION

Category	Progressive	Serious	Major	Discharge
Shop Rule	5, 6, 7, 16, 18, 19, 25, 27, 28	8, 9, 10, 13, 14, 17, 22, 26	4, 20	1, 2, 3, 11, 12, 15, 21, 23, 24, FRAUD
Minimum Penalty	Reprimand	Balance of Shift & 1 Day	Balance of Shift & 1 Week	Discharge
Progression Schedule	REPRIMAND BAL OF SHIFT (BOS) BOS + 1 DAY BOS + 3 DAYS BOS + 1 WEEK BOS + 2 WEEKS BOS + 1 MONTH DISCHARGE	N/A N/A BOS + 1 DAY BOS + 3 DAYS BOS + 1 WEEK BOS + 2 WEEKS BOS + 1 MONTH DISCHARGE	N/A N/A N/A N/A BOS + 1 WEEK BOS + 2 WEEKS BOS + 1 MONTH DISCHARGE	N/A N/A N/A N/A N/A N/A N/A DISCHARGE
Minimum Probation	90 DAYS SUGGESTED GUIDELINE FOR REPEAT VIOLATORS	6 MONTHS SUGGESTED GUIDELINE FOR REPEAT VIOLATORS	1 YEAR MANDATORY	

- * Violation of a lesser category infraction repeats last entry on record, subsequent violations are then progressive.
- * Violation of Shop Rule #22 – minimum penalty is a balance of shift and two (2) days
- ** Violation of Shop Rule #6 – will be administered under the DDC No-Fault Attendance Policy

2023

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
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FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
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MARCH

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APRIL

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MAY

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JUNE

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AUGUST

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OCTOBER

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DECEMBER

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2024

JANUARY

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FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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9	10	11	12	13	14	15
16	17	18	19	20	21	22
²³ / ₃₀	24	25	26	27	28	29

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
	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			

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
					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

SUN	MON	TUE	WED	THU	FRI	SAT
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					

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
		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		

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
					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

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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				

2025

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
			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	

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
						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	

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
²³ / ₃₀	²⁴ / ₃₁	25	26	27	28	29

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
		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			

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
				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

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
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					

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
		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		

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
²⁴ / ₃₁	25	26	27	28	29	30

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	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				

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
			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	

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
²³ / ₃₀	24	25	26	27	28	29

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	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			

2026

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
				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

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
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

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
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				

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
			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		

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
²⁴ / ₃₁	25	26	27	28	29	30

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
	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				

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
			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	

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
²³ / ₃₀	²⁴ / ₃₁	25	26	27	28	29

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
		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			

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
				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

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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					

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
		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		

2027

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
²⁴ / ₃₁	25	26	27	28	29	30

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
				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

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
	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						

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
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				

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
	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

SUN	MON	TUE	WED	THU	FRI	SAT
			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		

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
				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	

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
²⁴ / ₃₁	25	26	27	28	29	30

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
²³ / ₃₀	²⁴ / ₃₁	25	26	27	28	29

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	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				

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
		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			

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
			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	

2028

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
²³ / ₃₀	²⁴ / ₃₁	25	26	27	28	29

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
		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				

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
			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	

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
²³ / ₃₀	24	25	26	27	28	29

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
	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			

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
				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	

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
²³ / ₃₀	²⁴ / ₃₁	25	26	27	28	29

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
		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

SUN	MON	TUE	WED	THU	FRI	SAT
					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

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
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				

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
			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		

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
²⁴ / ₃₁	25	26	27	28	29	30

