

## (N-1) Settlement Agreement

Agreement entered into September xx, 2023, between FCA US LLC, Detroit Assembly Complex Mack (herinafter referred to as the "Company") and the International Union, United Automobile Aerospace Agricultural Implement Workers of America, and its Local Union No. 51 (hereinafter collectivelly referred to as the "Union").

L. Pursuant to a strike vote taken on August xx, 2023 the Company and the Union have held meetings and disposed of all demands presented by the Union on June 19, 2023 and all other matters raised and discussed in such meetings. All such matters not resolved or disposed of in the exhibits annexed hereto are withdrawn by the Union.

II. <u>The Union will submit this Agreement to the Local Union Membership for ratification on or</u> <u>before September xx, 2023. The Union will recommend to the membership that it be ratified</u> <u>and will properly notify the Company in writing of the ratification of this Agreement. The</u> <u>strike vote of August xx, 2023 is hereby withdrawn.</u>

<u>All grievances currently in the Grievance Procedure, the subject of which is the same or</u> similar to that involved in the Memorandum, are hereby withdrawn unless otherwise specifically noted.

III. <u>The provisions and exhibits incorporated herein shall constitute the sole collective</u> <u>bargaining agreement and shall replace all previous Agreements between the parties. This</u> <u>Agreement shall run concurrently with the terms of the National Agreement between FCA US</u> <u>LLC and the International Union, U.A.W. dated September xx,2023.</u>

This Agreement may be amended or modified by mutual agreement between the parties during the term hereof. Unless and until such amendments or modifications are agreed upon, this Agreement shall continue in full force and effect.

The provisions of the Agreement shall become effective, except as otherwise provided for in the Agreement, on the first Monday following receipt of the written notice of ratification as herein before provided.

Local Union No. 51

## FCA US LLC



# (N-2) Preamble

The parties agree that the mission of employees, the Union, and Management of DACM is to produce the highest quality vehicles in the most efficient, and lowest cost method so that they are price competitive. Each party recognizes the fact that we are competing in a global market and dedicate ourselves aggressively meeting this competitive challenge. Each party also recognizes that the success and security of each individual are dependent upon the success of the entire organization. To accomplish this mutual goal, the parties jointly pledge to maintain a genuine and unreserved spirit of cooperation in our everyday working relationships among all parties. The parties acknowledge the cornerstones of cooperation are equity, fair play and trust that dignity and respect for each individual are critical.

DACM provides an excellent opportunity to find and promote new and innovative ways of doing business that would provide a mutual benefit. The parties acknowledge that the challenges facing our industry and our competitiveness require that everyone embrace the principles of common sense, respect for shared goals, and continuous improvement in the interest of increasing throughput, quality and cost competitiveness. As such, Management and the Union must set aside traditionally accepted roles each have played out in the past, and embark upon a whole new, non-adversarial working relationship including a commitment to:

- · Attain the highest standard of quality and efficiency in the industry.
- <u>Promote teamwork between Skilled Trades, Production Employees, support staff and Management within the departments.</u>
- <u>Approach day-to-day process of challenges when they occur, with the shared goal of increasing through put, quality, and cost competitiveness within the shortest possible time while utilizing plant resources efficiently and on a basis which adds value.</u>
- Encourage employee participation in the decision making and problem-solving process.
- Improve skills and share knowledge.
- Support and help train fellow employees.
- Perform routine and preventative maintenance on equipment.
- Maintain a clean work area.

<u>Ultimately the parties understand that a competitive vehicle manufacturer requires</u> <u>employees who each feel a personal stake in the success and cost competitiveness of the</u> <u>enterprise, and who do everything possible to ensure it is maximized. Only with this</u> <u>personal commitment will the Corporation's substantial investment in the Plant, and it's very</u> <u>skilled and dedicated workforce, have the opportunity to influence the changes necessary</u> for survival and growth at DACM, and to enhance our environment of trust, cooperation and recognition in an atmosphere of pride and friendship through the plant, the company and the community. It is believed through joint efforts of all employees, that we can become a more viable competitor and leading vehicle manufacturer in the global auto industry.



(N-19) Departments

#### **DEPARTMENTS**

Division I 3200- Quality 3210- SCA- Audit Bay 3220- Supplier Table 9110- BIW 9130- Paint

Division II 3230- Rolls/Aligners/ADAS 9170- Chassis

Division III 3300- MLM GA 3310- MLM Tool Stores 3320 - MLM BIW

# Division IV

<u>9150- Trim</u> <u>9190- Repair</u> <u>9191</u>

Division V 9173- Final/Door line

#### Skill Trades Groups

<u>Millwright</u> <u>Pipefitter</u> <u>Electrician</u> <u>Mechanic- Gas & Electric Jitney</u> <u>Toolmaker</u> <u>Toolmaker- Tool & Gauge Inspection</u> Waste Water Treatment Plant Operator Industrial Controls



## (N-8) Team Openings

It was agreed that any permanent team and or job openings within the department will be filled utilizing the following:

- <u>Management will direct which open teams/jobs will be posted and notify the after a</u> review with the Committeeperson of each respective department.
- <u>Open teams/jobs will be available for employees to review for five (5) days and one</u> (1) backfill position will be available for employees to review for three (3) days.
- Employees will be selected by seniority except for jobs mutually determined for testing/skills and abilities.
- All job postings shall be shift specific within the department, will be available to all shifts within the department/district. Employee must have the seniority to hold the shift. If backfill is not filled it will be filled with the lowest seniority floater within the department.
- All job postings shall be posted on Monday at the beginning of each respective shift following the approved posting process and taken down on Friday at the end of each respective shift. for five (5) days from the date of posting.
- Selected employees will be required to remain on the new job for twelve (12) six

   (6) months. Management may discuss with the Union subsequent operations which may exceed the 6 months required to stay on the job due to uniquely required skill sets and extensive training for the job. Said positions will be identified by
   Management and discussed with the Union so that proper notification of the
   requirements may be given prior to the posting for the job. No time in job shall be
   longer than 12 months, excluding any training time that may be required. All
   agreements will be mutually agreed upon between the Local Union and Management.
   The Union may discuss subsequent operations with management provided the
   efficiency of operation is maintained at all times.



## (N-16) OT Equalization for Non-Skilled

In an effort to equalize overtime opportunities and to maintain the efficiency of operation at all times, the following guidelines should be followed.

- The individual that performs the work during the regular shift will perform the daily overtime work up to 9 hours/day. However, management reserves the right retain an employee more than 9 hours for special or emergency jobs. If an employee is needed to work in excess of 9 hours, employees will be canvassed by lowest hours and ability in the respective teams.
- Management will endeavor to make notification for hours in excess of 8 by lunch on the day requiring the 9th hour of overtime.
- For weekends, the employee with the lowest number of overtime hours with the ability to perform the work within the respective team that can perform the work will be asked to work first. Overtime hours will be calculated from the previous week and all overtime for that week will be canvassed based on those calculated hours. Calculated overtime hours will be available for posting no later than Tuesday of each week. The Overtime will be posted by Management in each team area in the respected divisions.
- When a holiday falls on a Monday, the overtime hours from the previous week will be used for canvassing for the holiday.
- For the Christmas holiday period, the overtime hours from the second Monday prior to the week in which the holiday period begin will be used for canvassing for the holiday period.
- Holidays and Sundays shall be voluntary unless otherwise noted in the National agreement.
- <u>The Company agrees to follow all national language regarding notice of overtime.</u>
- When two (2) members have the same amount of overtime hours, the employee with the greater amount of plant seniority will be asked first. If two (2) or more employees have the same amount of overtime hours and the same plant seniority date, the employee with the lower last four (4) digits of social security number will be asked first.
- If an employee is offered the opportunity to work overtime and refuses, they will be charged with the overtime hours as though he/she had worked.
- All overtime hours will be recorded as paid hours. For example, one (1) hour at time and one-half would be 1.5 hours charged; one (1) hour at double time

would be 2.0 hours charged.

- Employees off work or not available for the canvass will be charged with the overtime hours as though they had worked. They will remain in the overtime list for 30 days, after such time, the employee will be removed from the overtime roster and will be placed back on the overtime list upon their return the employee will assume highest overtime hours worked in the division/Overtime group and plus one (1) (With the exception that divisions that have the repair classifications, the team leader/ team member will not assume the hours of said repair classifications of that division)
- If an employee agrees to work overtime and fails to show up to work such overtime, the employee failing to report will be charged double the overtime hours charged had the employee refused the overtime opportunity when canvassed. If an employee fails to complete said overtime hours that they were canvassed, they will be charged the whole balance of that shift, excluding an employee that has legitimate reasoning such as bereavement, medical, etc.
- The Chief Steward of the division/department will perform any canvass outside of their respective department. Employees canvassed outside the division/department must have the ability to do the work.
- NOTE: Employees with PQX restrictions are to be canvassed for overtime within their team, but must have the ability to do the work. Management reserves the right to determine what work will be done on overtime.
- <u>Any employee added to division for whatever reason will take on the highest</u> overtime hours within that division plus one (1).
- All seniority employees of each division/department with the ability to do the work will be canvassed for daily/weekend/holiday overtime before any Probationary/Supplemental employees are canvassed for the OT in their division/department unless otherwise directed in M-2.
- Management will endeavor to give notice on Thursday for overtime that is available on Saturday and on Friday for overtime that is available on Sunday.
- Management is to canvass by the fourth hour following the normal production shift, however, in the event that management fails to adhere to the time limits for notifying employees of voluntary overtime, any employee that refuses such overtime will not be charged.
- Overtime hours will zero out effective the first Monday after the Christmas Holiday period of each year.
- <u>Management will notify the Chief Steward / Committee person of each</u> <u>division/Department of all daily and weekend overtime in a timely manner.</u>
- While on a three shift operation, if a Team Leader is out on a sick leave or a preplanned absence, at the discretion of management, Team Leaders on the opposite shift will be allowed to be canvassed four (4) hours early or four (4) hours over, to cover said Team Leader to protect the efficiency of operations. If both off-shift team leaders from the same team are not available to help cover the opening, the available off shift Team Leader from the same team may cover the entire shift. The alternate TL process will be used for coverage when unplanned absences occur. On a one/two shift operation, the alternate team leader process will be used for all coverage. Efficiency of the operations must be maintained.
- Canvassing by phone is prohibited if an employee is not present on the day of canvass. Employees may not call the Team Leader or Supervisor to check for availability for overtime if not present on the day of canvass, unless the supervisor is notified in writing that they are available to work said overtime prior to the day of the canvass. In limited situations management reserves the right to call employees who have a specific skill that is needed for the efficiency of the operation. Management also reserves the right to use electronic

notifications to communicate with employees about additional shifts, changes and the like to maintain efficiency of the operations.



#### (N-11) Floaters

- The assigned daily job openings will be done with consideration given to the ability needed to maintain efficient operations and the seniority of available floaters.
- Furthermore, management reserves the right to assign floaters at the start of the shift by ability in order to protect quality and inhibit production interruptions.
- Thereafter, upon request, Management will make every effort to move employees by seniority within the first two (2) hours of the start of the shift provided the employee has the ability to perform the job. Movement will only be made if both employees being moved have received the adequate training and have the ability to do the job being moved to. This will protect the quality and efficiency of the operations.

Management will make every effort to cross-train floaters in their respective areas by seniority as time permits, provided

such training does not impede the efficiency of operations. In the event any issues arise relative to

floaters, the Committee Person will work with the respective Center Manager.



# (N-24) Vacation and PA requests

- Vacation weeks should be scheduled under the normal process. In addition to the normal vacation week scheduling process, vacation day(s) or PA requests will be handled in the following manner.
- Single day Vacation day(s) and PA and Pool requests may be made 30 days in advance of the date requested. Request should be and submitted in writing to the supervisor, area manager, or designated representative on a Lost Time Request Form. The request should be made (7) seven days in advance to provide requested disposition. Days made with less then (7) seven days notice does not diminish the Supervisor's ability to grant the request.
- A copy of all requests shall be made available to each employee if requested.
- All requests must be approved or denied within 24 hours of receipt. Reasonable attempts should be made to approve or deny all requests within five three (5) five business days. Any requests not answered in this time frame can be raised to the appropriate Center Manager for disposition.
- The failure of management to provide an answer within 24 hours will result in the request being granted.
- Any such request that is denied, a written explanation shall be provided to the employee.
- When 2 or more employees have requested the same day off, the employee who submitted their request first shall be honored. If 2 or more employees have submitted their request at the same time, the employee with the higher seniority shall be honored.
- Management will attempt to approve the request if no other employee has requested the day off dependent on the effeciency of the operation and the attendance pattern on high absenteeism days (such as Halloween, major events in Detroit, etc.) for the specific day requested.
- Management shall not deny Vacation, PA, or Pool requests when no one else on the team has requested that day.
- Each team shall be allowed 1 Vacation, 1 PA, and 1 Pool day request to be authorized on the same days.

- When a Vacation, PA or Pool day is requested and approved for either a Friday or a Monday, and the request was made prior to the scheduling of a mandatory Saturday, the employee shall be excused without having to use additional Vacation or PA time.
- Management agrees to follow National Language, Letter 71 Overtime Prior to Vacation Leave.



# (N-22) Temporary Substitution Approval (TSA)/Change Notice (CN)

In the event an employee is directed by Management to work out of spec and the completion of such direction results in a quality/build defect, the Company will consider the status of the TSA/CN prior to issuing discipline.

Due to efficiency of the operations, an employee may be directed by Management to work out of spec without Quality issuing a TSA/CN. In these situations, Management will notify the Union within a reasonable time prior to the end of the shift.

If such direction results in a quality/build defect, the Company will thoroughly investigate. and only issue discipline when appropriate.



## (N-3) Parking Lots

The Company will maintain a monthly cleaning of all of all the employee parking lots and provide a sufficient number of trash receptacles. If the cleaning is not maintained or the number of receptacles is not maintained, the issue will be presented to the facility manager for resolution.

The Company agrees to install two motorcycle parking areas in the main employee parking lot. The Company will also identify and provide one expectant mother parking spot by each main entrance.

Furthermore, the Company agrees to explore adding electric vehicle chargers in the employee parking lots.



#### (N-27) Ventilation

During the course of the 2023 negotiations, the subject of ventilation, heating, and cooling were discussed at length in regards to several concerns expressed by the Union. Areas of the plant where the Union demonstrates concerns of inadequate ventilation, heating or cooling, the parties will refer these to the Local Joint Health & Safety Committee for evaluation and resolution.

Heaters- Facilities will perform PM's on all heating units on all the docks in the facility and evaluate areas that need to be heated properly, such as audit bays, BSR, aligner rolls and ADAS, water test, certline and repair.

In preparation for summer and winter conditions, Management will meet with the Shop Committee by March 15 and September 15 of each year. During these discussions Management will provide operational equipment status of all heating/cooling units, dock doors/heaters and closures in need of repair, along with anticipated completion dates.



(N-28) Repair

The Company agrees to ensure employees in repair (department 9190) have the proper tools and storage to efficiently perform their jobs. The Company further agrees to have five (5) ten (10) twenty five (25) winter coats available for employees assigned to outside work for a shift.

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## **Food Vendors**

During the course of these negotiations, the parties engaged in significant discussion regarding DACM's food vendors and agreed to establish a Joint Food Committee which will meet as needed. The Joint Food Committee, to include the facility manager, HR and the local UAW committee, will explore opportunities of additional food services pursuant to the Corporation's guidelines.



#### (N-10) Temporary Openings/Non-Standards

The parties recognize the need for temporary jobs in the plant. Although the length of time a temporary

opening will be needed is not always known at the time it is created, both parties agree that temporary

opening should not continue for an indefinite period of time. Within the first thirty (30) days this

temporary opening is active, the Union and Manufacturing Manager will meet to discuss the expected

time frame of the operation in question. <u>Company can extend the sixty (60) day timeframe</u> with supporting

documentation of an engineering change in process. Both parties may mutually agree to maintain a temporary

operation for more than sixty (60) days. If after sixty (60) consecutive days the temporary openings has

not been mutually extended, the job will be either eliminated or be made permanent in accordance with

Section 66C of the 2019 PM&P Agreement.



(N-29) Shift Preference

As noted in the National, Production, Maintenance and Parts Agreement Section 55, shift preference shall be negotiated locally in the plants with such agreements having sufficient flexibility to give full protection to the efficiency of operations at all times.

Shift Preferences shall be done in the following manner:

- When an employee elects to switch their shift, they will replace (herein referred to as bump/bumped) the lowest seniority operator within their classification and department.
- The operator bumped will replace the operator who submitted and was granted the shift preference. Both operators will go to their new shifts as floaters, but may be required to cover the job/team they bumped to for a period not to exceed 30 calendar days unless unforeseen circumstances exist at which time Management will provide the Union with an estimated end date.
- Any bid job/team held be either party will be considered an open job, available to posting and bid in that respective department and shift.

- Seniority employees shall be granted 1 shift preference every 6 months should they so choose. In a situation where an employee has been bumped, and not voluntarily elected to switch shifts, and another shift is available or desirable to them based on their seniority, a shift preference shall be granted to them should they so choose.
- Shift preferences shall be processed within 14 calendar days, beginning with the first Monday after submission, and employees shall be transferred on the first available Monday of the new workweek unless unforeseen circumstances exist at which time Management will provide the Union with an estimated transfer date.
- Shift preferences may be blacked out during the first two weeks prior to, and the two weeks immediately preceding a year end build out, or, during a critical condition for a term as outlined in M-2 section 4(a)(b)(c)



#### (N-4) Skilled Trades Shift Preference Agreement

Pursuant to the provision of Section (55) of the Production, Maintenance and Parts Agreement the following provisions pertaining to shift preference have been agreed upon: <u>1. Skilled Trades employees may select their shift preference in accordance with their</u> seniority within their classification, provided that full protection is always given to the efficiency of the operation.

2. Skilled Trades employees shall make their shift preference known through an electronic shift preference form. Once their form is submitted, the employee shall notify their union representative and their supervisor. The Skilled Trades employee who requested the shift preference will be transferred within two (2) weeks thirty (30) days barring any unusual or unforeseen circumstances to include training requirements. The efficiency of the operation will be considered when determining the timing of the movement.

3. The Skilled Trades employee electing to excercise their shift preference shall displace the lowest seniority employee within their classification. The job that is vacated by the shift preference election shall be considered to be an open job within the department/center. The open job will be posted within the department for a period of five (5) days and one (1) backfill position will be posted for employees to review for a period of three (3) days. Management will give consideration to fill the open job based on seniority. The employee that is displaced will be placed in the open position that is created after the moves.
4. When Skilled Trades employees are granted their shift preference, they will not be allowed to request another shift preference for a period of six (6) months. For jobs requiring extensive training, prior to the shift preference move being made, Management will discuss with the skilled trades committeeman extending the period before the employee may request another shift preference.



# (N-12) Toolboxes

During Local Negotiations the Union and Management held a number of discussions concerning toolboxes for Skilled trades employees. Based on those discussions Management agreed to provide a toolbox to the appropriate Tadesperson with the understanding should the tradesperson separate from DACM the toolbox will be returned immediately to toolstores.



#### (N-5) Permanent Job Openings Skilled Trades

During the course of negotiations, the Union and Management held numerous discussions addressing the topic of permanent job openings within a department/center. In the event that a permanent job becomes available due to an attritional opening such as: retirement, promotion, voluntary quit, transfer, indefinite layoff, death, etc. The Center Manager Management will authorize the need to fill the open job and will notify the Skilled Trades Committeeperson and the posting will be handled in the following manor:

It was agreed that the permanent open jobs will be available for employees to review for five (5) day and one (1) backfill position will be available for employees to review for three (3) days, and the selection process will be accomplished in the following manner.

Employees in the same trade/classification and actively on-roll may request the open position.

Management will give consideration to filing the open job based on seniority. The selected employee will be able to post for a new open job following six (6) months in that position. <u>Management reserves the right to discuss extending the time limit of when the selected</u> employee may post for a new position, which may be up to twelve (12) months, due to extensive training required for the position. This discussion will occur prior to the job posting. Open jobs will be posted in an agreed location in each center.

The Union may discuss subsequent operations with Management provided the efficiency of operation is maintained at all times.



**Skilled Trades Transfer Request** 

# SKILLED TRADES TRANSFER REQUEST

During the course of 2023 negotiations Management and the Union discussed the desirability of Skilled Trade employees being familiar with all phases of their classification within each Center. Therefore, it is mutually understood and agreed that THREE during the life of the contract biannually, during the period of March 1<sup>st</sup>. through March 15<sup>th</sup>, of 2024, 2026 and 2028, Skilled Trade employees who desire to be reassigned to another Center within his/her shift that they are currently assigned to may do so. Skilled Trade employees shall make their Center preference known through an electronic preference form.

<u>Management will, in so far as is practicable, give preference to employees with</u> the greatest seniority provided that any such preference reassignment is consistent with and does not interfere with Management carrying out its responsibility to give provides full protection to the efficiency of the operation at all times.</u>

The Skilled Trade employee requesting this lateral move will displace the lowest seniority tradesperson within that Center, provided that the transferring employee has greater seniority than the displaced employee. Management will honor proper requests These moves will be made within thirty (30) days of the cutoff date, barring any unusual or unforeseen circumstances to include including training requirements, product launch, or critical project completion. If a transfer is delayed due to any of these business constraints, the Union and the transferring employee will be informed of the reason and an anticipated date of transfer.

When a Skilled Trade employee exercises his/her lateral move to another center they will not be allowed to exercise a Shift Preference for a period of six (6) months.

<u>The intent of the above language will allow skilled trade employees to transfer to</u> another Center (not a specific job) on the same shift that they are currently working on.



# (N-6) Overtime Equalization Guidelines Skilled Trades

In an effort to equalize overtime opportunities and maintain the efficiency of the operations at all times, the following guidelines will be followed:

All seniority employees within the same trade/classification and on the same shift will be placed in the same 'overtime group'. The names of the employees and the department/center to which they are permanently assigned to in the overtime group will appear on the same overtime list. Employees will be charged for all overtime hours worked.

- All overtime hours will be recorded as paid hours. For example, one (1) hour at time and one-half would be 1.5 hours charged; one (1) hour at double time would be 2.0 hours charged.
- Overtime hours accumulated for skilled trades employees within the same overtime group will periodically (annually) be reduced by an equal number of hours. to zero.

Skilled trade employees will be canvassed for overtime for a period of Saturday through Friday.

- Employees will use the TMS system (or any other approved system) to input their availability prior to the end of their shift on Tuesday, with the exception of 3<sup>rd</sup> shift starting on Sunday night. Their cutoff would be end of their shift Wednesday but no later than 5:30am.
- Failure to enter their availability for weekly or weekend overtime by these deadlines will be considered a NO in the TMS system and the employee will be charged appropriately.
- When two (2) or more employees have the same amount of overtime hours, the employee with the greater amount of plant seniority will be canvassed/scheduled to work first.
- If two (2) or more employees have the same amount of overtime hours and the same plant seniority date the employee with the lowest last four digits of their social security number (plant tie-breaker) will be canvassed/scheduled to work first.

 In the event Management needs an employee to work mandatory overtime, the employee with the least seniority within the overtime group will be forced to work such overtime. (Example: If Management needs six employees to work the mandatory overtime and only four employees volunteer, the two lowest seniority employees within the overtime group who are forceable will be mandated to work).

If an employee is offered the opportunity to work overtime and refuses or is off work and not available to be canvassed, the employee will be charged with the overtime hours as though he/she had worked them.

- Employees who are absent, for whatever reason, thirty (30) calendar days or less (leaves of absence, S&A, lay-offs, etc.) will be charged the overtime hours made available to them during that time period as if they had worked.
- Employees absent in excess of thirty (30) calendar days for whatever reason, on day thirty-one (31) of their absence he/she will be removed from the overtime list and upon their return to work he/she will be placed back on the overtime list with one (1) hour more than employee with the highest number hours within that overtime group.
- Any employee that is added to an overtime group for whatever reason will be charged with one (1) hour more than the employee with the highest number of overtime hours in that overtime group.

If an employee accepts to work overtime and fails to report/complete such overtime, and if their absence denies another employee the opportunity to work their preferred overtime selection, then the employee who fails to report/complete their overtime will be charged double the number of overtime hours available to them.

• <u>The only exception to this rule is if the employee is on a contractual</u> <u>bereavement, jury duty, or medical leave for the entire period that the overtime</u> <u>is posted. FMLA does not excuse an employee from being charged double.</u>

The individual that performs the work during the regular shift will perform the daily overtime work up to nine (9) hours/day. However, Management reserves the right to retain an employee more than nine (9) hours for special or emergency jobs, if the employee is willing to work the excess overtime, and has previously entered his/her preference in the TMS system prior to the weekly cutoff.

- When an employee is needed to work in excess of nine (9) hours, employees will be canvassed by low hours in their respective overtime group.
- It is understood that no skilled trade employee will be forced to work over twelve (12) hours. For example, if an employee is canvassed/scheduled to work four (4) hours early and management decides to call the ninth (9) hour the employee will not be forced to work thirteen (13) hours.

For weekends, the employee with the lowest number of overtime hours within the overtime group will be offered to work first. Overtime hours will be calculated from the previous week and all overtime for the upcoming week will be canvassed based on those calculated hours. Calculated overtime hours will be posted centrally on or

before Tuesday in mutually agreeable locations in the different centers. In all cases the employee must have the ability to do the work.

- When a holiday falls on a Monday, the overtime hours from the previous week will be used for canvassing for that holiday.
- For the Christmas Holiday Period, the overtime hours from the second Monday prior to the week in which the Christmas Holiday Period begins will be used for canvassing for the Holiday Period.

The Union must will be notified in a timely manner of any situation where an individual is going to work out of the line of hours to protect the efficiency of the operations or when situations arise which require additional manpower to work over/early after the overtime is posted for the week.

- In the event an employee is needed to work out of the line of hours, justification must will be provided to the Union Representative
- In addition, the low hour employee within the department in the overtime group will be canvassed to work with the out of line employee for training purposes.
- <u>The Union does recognize that Management may need an employee to stay</u> over to complete a job or to make sure that there is a proper line-up given to the incoming skilled tradesperson. If and when this situation should occur, the Union would allow the tradesperson/persons to stay up to ten (10) hours.

Probationary employees will not be scheduled to work overtime until all seniority employees within their classification have been canvassed/ scheduled to work first. Upon acquiring seniority probationary employees will be added to their respective overtime group and be given one (1) hour more than the highest number of overtime hours in his/her overtime group.

<u>Apprentices within the same trade/classification and on the same shift shall</u> equalize overtime hours among themselves. Apprentices will be canvassed to work overtime by trade/ classification and shift at a ratio of eight (8) journeypersons to one (1) apprentice.



# (N-13) Uniforms

During negotiations the Union and Management discussed uniforms. It was agreed that Skilled Trades would be provided shirts, pants, smocks or coveralls, not to exceed <u>fourteen</u> (<u>14</u>) sets.

In addition, any employee performing an assignment exposed to excessive dirt, oil, or fluids may request a smock or coveralls for use on the job. Management will determine the viability of the request and if approved, will provide the employee with the proper smock or coveralls.



#### (N-18) Skilled Trades Work Assigments

<u>Consistent with Letter (34) Utilization of Skilled Trades Manpower and Facilities,</u> <u>the Company intends to perform regular maintenance work with its own employees provided</u> <u>it has the manpower, skills, equipment and facilities to do so and is able to perform the work</u> <u>competitively in cost and performance, within projected time limits; and to provide proper</u> <u>notification and hold advance discussion with the Union when it decides to let work to</u> <u>outside contractors. Additionally, as provided in Letter (34), the parties agreed that the</u> <u>skilled trades Committeeman and Maintenance Area Manager will meet on a regular basis</u> <u>to discuss and review utilization and efficient work practice issues.</u>



# (N-25) Cold Weather Gear

During these 2023 negotiations the Union expressed the need for inclement weather gear for Skilled Trade employees who may be required to perform work outside in certain foul weather conditions. Management will keep five insulated jackets with a hood for employees to check out while working in severe cold and wintry conditions.

The Union proposes that Management provide these skilled trades employees the choice of insulated coveralls, insulated bibs or an insulated jacket with hood while working in severe cold and wintry conditions. Management will choose the type of coverall, bibs, or jacket provided. Management and the Union will identify which tradespersons may be required to work in these conditions. Once these trades are identified tool stores will order one of the items chosen for said employee.

In addition, Management will keep five (5) sets of rain gear for any Skilled Trade employee to check out if they are required to work in rainy conditions.



# (N-26) Skilled Trades Maintenance Areas

<u>Management will maintain skilled trades Maintenace areas in good operating condition.</u> <u>Equipment in these areas will be reviewed periodically to determine the need for repair or replacement. Employees should immediately notify their Supervisor of faulty or inoperable equipment.</u>



## (N-17) Incidental Work

The parties acknowledge that in order to be fully competitive, the Corporation must operate in an optimal manner. Consequently, there is a requirement for maximum flexibility in the utilization of the workforce and a commitment by all employees to accomplishing tasks on time, in the most cost-effective manner and with world-class guality. The parties will work together to provide a working environment which recognizes and respects the rights and value of each employee, encourages each individual to contribute to the limits of his/her ability and provides recognition commensurate with performance and ability. In furtherance of these objectives, employees may be required to perform non-traditional work as it relates to a particular classification that involves the incidental crossing of lines from one trade to another. Generally, the performance of such tasks are complementary to the performance of a major effort within the scope of duties of an employee's classification. Performance of such complementary tasks will not be undertaken with the objective of reassigning the basic responsibility of the Corporation or the Union to make a claim that the work should be included in the classification, nor for a claim of misclassification. It is with this understanding that the allowance of the performance of such complementary work efforts shall be without prejudice to either party.

Incidental work is a comparatively minor task that is complementary to a principal job. In determining whether a task is incidental, or inter-connected, and thus, properly assigned to the employee performing the principal job, the following points must be considered (past practice in normal scope of the work has no significance in incidental work):

- A. <u>Time involved in relation to the principal job.</u> (A minor task or series of minor tasks performed sporadically over the duration of the principal job).
- B. When the task is within the normal job description, or commonly understood, or most time efficient duties of the employee.
- C. Whether the task can safely be performed by the employee.
- D. In the course of repairing a piece of equipment a Skilled Trades employee may be required to start and operate the machine and gauge parts only to verify that the machine is operating properly.

Incidental or interconnected tasks may occur in the course of, the beginning of, or end of the principal job.



September 12, 2023 Mr. Casey Fiddler, President UAW Local 51

During 2023 the Company and the Union engaged in discussion reference Health & Safety, to include the proper number, installation, and maintenance of eyewash stations.

It has been agreed that in the first quarter of 2024 the local Health and Safety Joint Committee will conduct an assessment of the current eyewash stations and if update is needed the information will be presented in the weekly Safety Meeting to discuss appropriate action.

Sincerely,

Jerry Perez

Jerry Perez, Complex Labor Manager Detroit Assembly Complex Stellantis



September 6, 2023 Mr. Casey Fiddler, President UAW Local 51

During 2023 the Company and the Union engaged in discussion reference installation of an additional ATM in Paint Shop.

The Company agrees to work with the Union in requesting installation of an ATM from a company of their choosing providing that the ATM handler (bank or credit union) meets the terms to become a Stellantis vendor as per our company lease/purchasing guidelines that are applicable for ATM machines in our facility.

Sincerely,

Gerry Perez

Jerry Perez, Complex Labor Manager Detroit Assembly Complex Stellantis