

Agreement

Between

**Dana Incorporated
Off-Highway Drive and
Motion Technologies
Lafayette**

And

Local No. 2317 UAW

October 31, 2020

To

September 13, 2024

Signature of Agreement Effective October 31, 2020

Dana, Inc. Lafayette Plant

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ARTICLE 1 – RECOGNITION

Section 1.1 – Certification

Pursuant to the certification of the National Labor Relations Board dated October 14, 1994, in Case No. 25 RC 9400, the Company hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to the rates of pay, wages, hours of employment and other conditions of employment of all production, maintenance employees, SPC Technicians, Facilitators, Met Lab Technicians, Maintenance Planners, Tool System Planners, Manufacturing Engineering Technical Assistants, Product Lab Technicians and Manufacturing Engineering Technicians employed by the Company at its Lafayette, Indiana facility, but excluding all office clerical employees, professional employees, guards and supervisors as defined in the National Labor Relations Act, as amended.

ARTICLE 2- UNION SECURITY

Section 2.1 – Shop Status

Each employee covered by this Agreement shall be or become a member of the Union as a condition of employment not later than the 30th consecutive calendar day following the effective date of this Agreement, or not later than the 30th consecutive calendar day following the beginning of his employment, whichever is later. Each such employee, as a condition of continued employment, shall remain a member of the Union in good standing to the extent provided in the Union's International Constitution and as authorized by the Labor Management Relations Act of 1947, or as that Act has been or is amended. Any employee failing to comply with the foregoing provision will be considered as having voluntarily quit.

Section 2.2 - Check off

During the term of this Agreement, the Company shall deduct from the third (3rd) pay of each month of all employees who voluntarily inform the Company in writing, on forms provided for that purpose by the Union, that they have authorized such deduction, the initiation fees and Union dues levied by the Union in accordance with its Constitution and By-laws. The parties agree that for any period of time that the Indiana Right-to-Work Law enacted in March 2012 (and codified at Indiana Code 22-6-6) remains in effect, the Union Security provisions of Article 2, Section 2.1, shall not apply. All other provisions of Article 2 Section 2, of the Collective Bargaining Agreement remain in full force and effect.

The Financial Secretary of the Local Union shall certify to the Company the amount established by the Union as monthly dues. All amounts deducted from the employees pay pursuant to this section of Agreement shall be promptly remitted to the designated officer of the Local Union.

Section 2.3 - Refund

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 Union.

Section 2.4 - Indemnity

The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, any action taken by the Company for the purpose of complying with the provisions of preceding Section 2.1 of this Article of Agreement or in reliance on any notice given by the Union to the

Company with respect to the employees' membership status in the Union.

Section 2.5 - Limitation of Liability

The Company shall not be liable to the Union by reason of the requirements of this Article 2 of Agreement for the remittance or payment of any sum other than that constituting actual deduction made from employee wages earned.

ARTICLE 3- REPRESENTATION

Section 3.1 - Bargaining Committee

At least semi-annually, the Union will furnish the Company Human Resources **Manager** or his/her designee with a written list of Bargaining Committeepersons and Stewards and their area of responsibility. The regular "Bargaining Committee" shall consist of the local Union President, Vice President, and four (4) Committeepersons. The local Union President shall have plant-wide jurisdiction.

Section 3.2 - Seniority of Representatives

The local Union President and Vice President shall have preferred seniority in the plant during their terms of office in respect to plant layoffs or recalls, providing he/she can perform the work in a normal and average manner. The four (4) Committeepersons and the Shop Stewards shall have preferred seniority in the plant during their respective terms of office in respect to plant layoffs or recall, providing they can perform the work in a normal and average manner. The local Union President and Vice President shall exercise day shift preference during their terms of office, providing they can do the work in a normal and average manner.

Preferred seniority shall be used only to remain in the representative's area of representation in case of a reduction in forces in the area, or in case of a depopulation of the representative's area of representation, to return to the area if repopulated. In such case, if the Union representative does not have enough natural seniority to remain or return to his/her area of representation, the representative will be allowed to replace the least senior employee in his/her area of representation, provided the representative is capable of performing the available work in a reasonable period of time.

The Committeepersons and the Shop Stewards shall serve on the shift and in the district from which they were elected during their respective terms of office. The Skilled Trades Committeeperson shall be able to exercise his/her shift preference **and displace the least senior employee in that occupation and department.**

Section 3.3 - Union Officers

- a) Management agrees to allow the position of the Local Union President to be a full-time position, entitled to 37.5 hours of pay per week at his/her regular straight time rate of pay with all Company benefits and seniority. It is understood that this arrangement is made to accommodate the requirements placed on the President to manage the contractual/business affairs of the local Union. Furthermore, management agrees to allow the position of the local Vice President to fulfill the local Union President's position in his/her absence. Such time will be unpaid except when taking the place of the President when the President is on an unpaid leave of absence lasting five (5) work days or more, including short term disability, or when the President is on vacation. Whenever it is necessary for the local Union President to be in the plant to address local Union issues, he/she shall advise either his/her home department supervisor or

the Human Resources **Manager** or his/her designee.

- b) Management agrees to allow the Financial Secretary of Local Union 2317 to be excused from work to conduct Union business for one (1) full day each week and three (3) additional days each month.
- c) Union Officials will be allowed to leave the plant on Union business when arrangements are made with Plant Management by the Local Union President or International Representative. Time spent on Union Business as described in this paragraph shall be without pay, but with all Company provided benefits and seniority.

Section 3.4 - Stewards

The Union may designate three (3) Shop Stewards for each shift. However, if the number of bargaining unit employees on a shift or in total does not justify this number of Shop Stewards, The Company and the Union will meet and mutually agree to the appropriate number. The local Union shall keep the Company advised in writing of any Steward changes or representation district changes.

Section 3.5 - Union Representative Pay

Union Representatives may only leave their work stations with the expressed prior permission of their supervisors and do so only for engaging in previously identified duties specifically set forth in this Agreement. Such permission will not be arbitrarily and capriciously withheld by the Supervisor. If the Union Representative's Supervisor is not in the work area and an emergency situation requiring the Union Representatives immediate involvement arises, the Union Representative will be permitted to **contact** the Supervisor to request permission to leave his/her work area.

- a) Any meeting or conferences between Union officials and the Company during a Union official's regular working hours will not result in any loss of pay to the Union official.
- b) Any Union business authorized by the Company and conducted in the plant during a Union official's regular working hours will not result in any loss of pay to the Union official.
- c) Union Committeepersons who attend third step meetings with the Company during their off time will be paid overtime for the time spent in the meetings, when that time would normally call for overtime pay in accordance with the Collective Bargaining Agreement. This is not applicable when arrangements are made so that the Committeepersons may attend these meetings during straight-time hours.

Section 3.6 - Overtime Representation

- a) During daily overtime periods or weekend work, the District Steward shall be scheduled to work as long as there is work scheduled in his area that he/she is capable of performing.

During daily overtime periods or weekend work, Plant Committeepersons may be scheduled to work as long as at least ten (10) of his/her constituents are scheduled to work and there is work scheduled that he/she is capable of performing.

- b) If during daily or weekend overtime work, the District Steward, for some reason,

is not scheduled to work, he/she may appoint someone from within the District, on the same shift, to serve in a representation capacity for the overtime period involved.

- c) During daily or weekend overtime work, if the Plant Committeeperson is not scheduled to work, he/she may appoint someone from within the Plant, on the same shift, to serve in a representation capacity for the overtime period involved.

For the purpose of this section, capable is defined as experienced running a similar operation and able to demonstrate the ability to perform the job at the standard rate within a regular shift.

Section 3.7 - Union Bulletin Boards

The Company shall furnish **five (5)** locked bulletin boards for the exclusive use of the local Union for the posting of the following Union information:

- a) notices of Union recreational and social affairs
- b) notices of Union elections and election results
- c) notices of Union meetings
- d) notices of official Union business

The posting of any other information must have the prior approval of the Human Resources **Manager** or his/her designee. Union bulletin boards shall not be used by the Union for disseminating propaganda or political matter of any kind.

The Company also agrees to provide **five (5)** information racks, to be placed at the main entrance/egress doors, for purposes of disseminating the local Union's newsletter or other periodic publication(s).

Five (5) open bulletin boards will be placed next to the enclosed bulletin boards for employees to post thank you cards, items for sale notices, etc. Any items placed on these boards must have the approval of the Human Resources **Manager and or designee**.

ARTICLE 4 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 4.1 - Grievances

Any employee having a grievance or complaint in connection with his/her working conditions shall first contact his/her Supervisor or another member of management at their mutual convenience and describe the nature of the complaint, provided that such contact is made within three (3) regularly scheduled working days of when the employee is aware of the circumstances leading to the grievance and within ten (10) regularly scheduled working days of the occurrence of the circumstances leading to the grievance.

A grievance as used herein shall be defined as a dispute between the Company and an employee, or a group of employees, or the local Union, involving an alleged violation of an expressed term of this Agreement. Upon request of the aggrieved employee, the Manager will arrange a meeting between the Grievant and that Grievant's Union Representative at the earliest possible time, subject to the provisions expressed below: Such meeting will not be capriciously delayed.

Step 1

If the existence of a grievance is confirmed by the Union Steward, it will be presented by him or her to the grievant's Supervisor at a mutually convenient time so long as

it is presented within three (3) work days of the Steward's meeting with the employee(s). The **Supervisor** shall make every effort to settle the grievance within two (2) work days of the above presentation by the Steward to the Supervisor.

With respect to all provisions of Section 4.1 of this Article, if a grievance is not presented within three (3) work days of when the employee is aware of the circumstances leading to the grievance and within ten (10) regularly scheduled working days of the occurrence of the circumstances leading to the grievance, or at the next step within three (3) work days of the Company's last answer hereunder, as the case may be, it will be deemed finally dropped. If an acceptable answer is not given by the Supervisor within two (2) work days of the Step 1 presentation, the grievance may be reduced to writing by the Steward as provided in Step 2, below. If the Supervisor fails to answer the grievance within two (2) work days of the Step 1 presentation, the grievance will be automatically moved to the second step.

Step 2

The Steward shall put the grievance in writing in triplicate form. It shall be dated and signed by the aggrieved employee(s) and the Steward. The written grievance, to be valid, shall specify provisions of the Agreement violated and the remedy requested and shall be promptly presented to the Manufacturing Manager within three (3) work days of the Manager's Step 1 verbal answer. Following the receipt of the written grievance, the **Labor Relations Representative** shall give his/her answer in writing within three (3) work days to the Steward.

Any grievance settled between the parties at the first or second step of the grievance procedure will be considered settled without precedent, and the settlement of the grievance shall not be cited by either party in support of other grievances or arbitration cases.

Step 3

If the grievance is not settled in the previous steps, a written agenda listing the grievance shall be presented by the Union President or his/her designee to the Human Resources **Manager** or his/her designated representative within five (5) work days of the Supervisors Step 2 answer, who shall then docket the grievance for consideration at the next scheduled grievance meeting. The International Union Representative may attend this Step 3 grievance meeting.

The President and Vice president of the Local Union will attend the third step grievance hearing, along with the committeeperson who represents the shift/area involved in the grievance.

The Human Resources **Manager** or his/her designated representative will give an answer to the grievance in writing to the President of the Union or his/her designee within five (5) work days after the above next scheduled grievance meeting.

Section 4.2 - Arbitrations

- a) With respect to all provisions of Section 4.2 of this Article, if a grievance has not been settled satisfactorily in Step 3 of the grievance procedure, the Union shall have fifteen (15) work days in which to deliver to the Human Resources **Manager**, in writing, the notice of the Unions intention to submit such grievance to binding arbitration; otherwise, the grievance will be considered to have been finally settled on the basis of the Company's last answer.
- b) The Company and the Union agree that if the Union requests that a grievance be submitted to arbitration within the time limits specified above, the Company, within seven (7) work days of receipt of the notice of the Unions intention to submit, will join the Union in a letter asking the American Arbitration Association to appoint an Arbitrator pursuant to the usual Rules of the

Association. The AAA shall submit a panel of seven (7) experienced impartial arbitrators, all of whom are members of the National Academy of Arbitrators.

- c) Only grievances as defined above may be submitted to arbitration. Arbitrations will be held at a mutually agreeable time and place. More than one (1) grievance may be presented by the Union at an arbitration hearing if both sides agree in advance to such, in writing. No arbitrator shall have the power to in any way add to, subtract from or modify, either directly or indirectly, any of the expressed terms of this Agreement. It is agreed that the decision and award of the Arbitrator shall be in all ways final and binding upon both parties.
- d) In discharge cases, the Arbitrator shall have the power to determine that the discharge was for cause, not for cause, or that a lesser penalty should be imposed if the Company has been shown to be arbitrary and/or capricious.
- e) It is agreed that the arbitrator's expenses and fees, and room rental charges thus incurred by such arbitration shall be borne by the party against whom the decision is made.
- f) All time limits herein may be extended, but only by the parties in writing, signed by the President of the Union and the Human Resources **Manager**.

Section 4.3 – Information

With employee authorization and in accordance with Employment Law regulations, the Company will provide the local Union with access to information that is relevant and necessary for the Union to process a grievance, including attendance records and disciplinary records; provided that such information is readily accessible to the Company. This right will not be used for the purposes of harassment, coercion, or retaliation against management, and if evidence of such abuse is brought to the attention of Union leadership, the leadership will take steps to correct it.

Section 4.4 - Third Step Grievance Meetings

Third Step Grievance meetings will be held **once per month** when there are open grievances to discuss, unless otherwise rescheduled. When there are no open grievances, these meetings will be held only when mutually agreed to by the Company and the Union.

ARTICLE 5 - SENIORITY, LAYOFFS, RECALLS, TEMPORARY TRANSFERS, JOB POSTINGS AND SHIFT PREFERENCE

Section 5.1 - Determination of Seniority

Seniority shall be determined by the last hiring date of each employee.

- a) For all employees hired on or before 10/28/98, in the event more than one (1) employee is hired on the same date, they shall be ranked for seniority purposes alphabetically (Example: A is more senior than Z).
- b) For all employees hired on or after 10/29/98, in the event more than one (1) employee is hired on the same date, seniority ranking shall be determined by the last four (4) digits of the employees Social Security numbers, the lowest number having greatest seniority (Example: 0013 is more senior than 1052).

Section 5.2 - Probationary Employees

An employee is a probationary employee without seniority during the first one hundred eighty (180) calendar days worked of his/her employment. Retention of a probationary employee shall be entirely within the discretion of the Company and not subject to review through the grievance procedure. After first ninety (90) calendar days of employment, the probationary employee shall have representation rights for matters arising under the Agreement not relating to termination. If a probationary employee is retained by the Company beyond the probationary period, such employee shall then be a regular employee and shall receive seniority credit from the original date of hire. Additional probationary time may be granted based on mutual agreement between the Company and the Union.

The Company agrees to maintain a new hire orientation program that will include an opportunity for the local Union, for up to one (1) hour, to review orientation material related to Union membership.

Section 5.3 - Definition and Application of Seniority

The parties recognize that seniority is an important consideration in the matter of layoffs, recalls, promotions, job bidding, temporary transfers and shift preference. The application of seniority shall, except as otherwise stated in this Agreement, in all instances, be by plant wide seniority. It is understood that seniority alone shall not entitle an employee to any job which he/she is not **capable** to perform in a normal and average manner as determined by the Company, consistent with all provisions of this Agreement.

- a) Except as stated in the following paragraph (b), Skilled Trades employees are not subject to this section. The Definition and Application of Skilled Trades Seniority will be handled in accordance with the seniority provisions of the Skilled Trades Supplement.
- b) An employee who transfers to the Skilled Trades classification from the **Non-Skilled Trades** shall not accumulate **Non-Skilled Trades** seniority while in the Skilled Trades classification, but will continue to accumulate plant-wide seniority for the purposes of vacation entitlement, pension and all other benefits based upon plant-wide seniority. If such an employee returns to a **Non-Skilled Trades** classification, he/she will utilize his/her adjusted **Non-Skilled Trades** seniority for the purposes of layoffs, recalls, promotions, job bidding, temporary transfers, shift preference, shift balancing, overtime and vacation scheduling.

Section 5.4 - Loss of Seniority

An employee's seniority shall terminate upon the occurrence of any of the following:

- a) The employee quits or retires.
- b) The employee is discharged for cause.
- c) The employee is absent from work for three (3) consecutive working days without properly notifying the Company.
- d) The employee fails to notify the company of his/her intention to return to work from layoff within five (5) days after receiving notice of recall. **Notice of recall will initially be by telephone, if contact is not made, a certified letter will be sent to the last known address of record.** Notice of recall is deemed to have been received upon delivery of written certified mail notice, return receipt, signature required, to the employee's address as shown on the records of the

Company. The Local Union shall be notified of all call backs at the time the certified letters are mailed.

- e) The employee fails to return to work from layoff when scheduled by the Company upon proper notice as defined by paragraph (d) above.
- f) The employee is laid off for a continuous period of three (3) years, or if seniority is less than three (3) years, for the amount of time equal to his/her seniority.
- g) The employee is unable to work because of physical disability for a continuous period of four (4) years, or if seniority is less than four (4) years, for the amount of time equal to his or her seniority.

Section 5.5 - Layoff Procedure

A layoff is a direction to not report for work the Company will make every reasonable effort to give employees up to one (1) weeks' notice of layoff. Layoffs shall be applied in the following manner:

- a) All **temporary** employees shall be the first to be laid off **excluding a Voluntary Layoff**.
- b) **All probationary employees shall be the next to be laid off excluding a Voluntary Layoff**
- c) Seniority employees shall be laid off in accordance with plant-wide seniority. Seniority employees shall be laid off on a departmental basis by classification, in accordance with plant-wide seniority. A seniority employee affected by layoff shall have the following options:
 - 1) Exercise his/her seniority to displace the least senior employee, in the classification on any shift.
 - 2) Exercise his/her seniority to displace the least senior employee, in another classification on any shift.
 - 3) Fill an open job.
 - 4) Exercise his/her seniority to take a voluntary layoff.
- d) Disciplinary layoffs are not subject to this Article.
- e) Skilled Trades employee layoffs are not subject to this section. The layoff of Skilled Trades employees will be handled under the layoff provision(s) of the Skilled Trades Supplement.

Section 5.6 - Voluntary Layoff

- a) In the event there is a lack of work which will result in a layoff of not more than six (6) months, a seniority employee will have the option of exercising his/her seniority and **elects** to go on layoff for the duration of the lack of work or for a period of up to three (3) months. Where appropriate, the Company may offer voluntary layoff for periods of 30, 60, or 90 days.
- b) It is understood that the Company may deny a request for Voluntary Layoff, or recall an individual on Voluntary Layoff, if the skills of an individual are needed by the Company or in lieu of being required to train other employees.
- c) All employees on Voluntary Layoff will be recalled prior to hiring new employees. Employees on Voluntary Layoff will be entitled to the same benefits that they would be eligible for under a normal layoff.

- d) If it becomes necessary to implement the involuntary layoff procedure, employees who are on voluntary layoff may be recalled to work or changed to involuntary layoff status, based on their relative seniority. For purposes of recall, their involuntary layoff date will be the date their involuntary layoff began.
- e) In cases where the layoff period is defined from the outset, if the length of that period is subsequently extended to a later date, higher seniority employees who are on Voluntary Layoff will be given the option to return to work and be replaced on layoff by the junior employee or remain on layoff for the duration of the extended period.
- f) In cases of indefinite layoff, higher seniority employees will be given the option to return to work after the agreed to lay off period.
- g) Nothing in the foregoing shall preclude the Company from recalling the employees prior to the expiration of the definite layoff period outlined in Article 5, Section 5.6 above. Notice of Recall of employees who are on voluntary layoff shall be in accordance with Section 5.4.
- h) When a higher seniority employee returns from Voluntary Layoff, he/she will be placed in their previously held classification and in the department that he/she had prior to the layoff, in accordance with his/her seniority.
- i) Skilled Trades employees are not subject to this section. The Voluntary Layoff of Skilled Trades employees will be handled under the Voluntary Layoff provision of the Skilled Trades Supplement.

Section 5.7 - Temporary Transfer

Any temporary transfer shall not last longer than forty-five (45) actual calendar days in a calendar year, but a longer period may be mutually agreed to between the Company and the local Union. A copy of the transfer form will be given to the employee and the committee person.

When a temporary assignment(s) between classifications is necessary, management will attempt to seek volunteers from employees capable of performing the work from within the lending department. If sufficient volunteers are not obtained, then when making temporary assignments between classifications, management will normally select the least senior employee capable of performing the particular job. It is understood that exceptions to this procedure may be made based upon operational and customer requirements.

An employee temporarily transferred to a higher pay grade shall be paid the rate of the higher pay grade while on temporary assignment. An employee temporarily transferred to lower pay grade shall be paid the rate of his/ her higher pay grade while on temporary assignment. An employee who is temporarily transferred shall retain the right to return to his/her previous classification, department and shift, in accordance with his/her seniority.

When a temporary assignment(s) between departments is necessary, management will first attempt to seek volunteers from among employees capable of performing the work involved. If sufficient volunteers are not obtained, then the least senior employee(s) capable of performing the work will accept the assignment. It is understood that exceptions to this procedure may be made based upon operational and customer requirements.

Employees who are temporarily transferred will ordinarily not be required to work mandatory overtime in the classification, department, and shift to which they are transferred ("transferred department") but instead will be subject to overtime assignment in their

home department in accordance with Section 6.7 (c).

If, however, management determines that there are not enough available employees permanently assigned to the transferred department who are capable of performing the work needed on an overtime basis, then the least senior employee temporarily transferred to that classification and department may be required to accept the overtime assignment.

Section 5.8 - Employees Transferred to Position Outside of Bargaining Unit

Following the effective date of this Collective Bargaining Agreement, an employee who has accepted a transfer from the bargaining unit to a position outside the bargaining unit shall lose the bargaining unit seniority he/she has accumulated at the time of such transfer.

Section 5.9 – Recall

Recall of laid off employees shall be conducted in accordance with plant wide seniority. Recall rights are conditioned on current address information being on file with the Company. It is the responsibility of the employee to provide and maintain current address information. **Notice of recall will initially be by telephone, if contact is not made, a certified letter will be sent to the last known address of record.** Notice of recall is deemed to have been received upon delivery of written certified mail notice, return receipt, signature required, **or the attempted delivery date** to the employee's address as shown on the records of the Company. The Local Union shall be notified of all call backs at the time the certified letters are mailed.

Employees who are recalled from layoff may be placed in the labor pool established by Section 7.3 for up to **ninety (90)** days following their recall. Thereafter, recalled employees will be placed in vacant positions in accordance with the job transfer procedures established in Section 5.10.

- a) Skilled Trades employee recalls are not subject to this section. The Recall of Skilled Trades employees will be handled under the Recall provision of the Skilled Trades Supplement.

Section 5.10 – Job Transfer Procedure

To be eligible to use the Job Transfer Procedure, an employee must be actively at work.

When there is a need to increase the total number of employees in a particular classification in a department, the opening(s) shall be posted for seven (7) calendar days. Employees shall submit their job transfer request to Human Resources on a form provided by Human Resources. An electronic method may be developed which will permit employees to submit job transfer requests electronically. From the date the job opening is posted, employees shall have seven (7) calendar days to enter their request to transfer to the opening.

The most senior employee(s) who submits a request to transfer to the opening(s) shall be awarded the job as long as he/she is able to perform the job in a normal and average manner and shall move to his/her new department in accordance with sub-section (a). The employee does not have the opportunity to decline the job award. If the employee has not withdrawn the request to transfer by the job posting deadline, then the most senior employee who has submitted a request to transfer shall move to the new department/classification. The Company will post the name of the employee who has been awarded the position.

If the vacancy is a first shift opening, the job opening will be filled as described above. If

the vacancy is a second or third shift opening, employees shall have the opportunity to exercise shift preference in accordance with Section 5.13. After shift preference is established, the job opening will be filled as described above. Openings created as a result of employees filling initial job classification openings will not be subject to this procedure unless the openings are first shift openings.

Management will establish and revise departmental staffing requirements based on operational requirements and will review those requirements with the Union on request. To facilitate communications concerning staffing requirements, the Company will inform the Union of the estimated number of employees needed in each classification, department, and shift during Third Step meetings once per month.

- a) The Company will make every reasonable effort to assign the person awarded the transfer to the job within thirty (30) days after the employee has accepted transfer, with the understanding that the training required for more complicated machinery/processes may cause the transfer to take longer than thirty (30) days. Based on operational needs, the Company and the employee may agree to extend the time period.
- b) Employees awarded a job transfer shall have sixty (60) days to demonstrate the skill and the ability to perform the necessary tasks associated with the classification. During this sixty (60) day qualifying period, the employee will be provided with job instructions and necessary orientation information. The Company and the Union may agree on a longer orientation period.
- c) Employees awarded a job transfer will be evaluated in the new department and classification prior to the expiration of the sixty (60) day qualifying period. If employee performance is unsatisfactory or within thirty (30) days if the employee chooses to disqualify himself/herself, the employee shall be disqualified. The employee and the Union will be advised in writing the reasons for disqualification. The disqualified employee shall be assigned to his/her previous classification and shift based on his/her seniority. The employee shall not be eligible to use the job transfer procedure for a period of one (1) year if disqualified involuntarily and for two (2) years if it is voluntary.
- d) Any job classification opening(s) not filled through this procedure may be filled in the following manner:
 - 1) Assign the least senior employee in the plant or downsize a department. If the opening cannot be filled in this manner, then;
 - 2) Offer the opportunity to Labor Pool employees on a seniority basis. If the opening cannot be filled in this manner, then;
 - 3) Assign the least senior employee in the Labor Pool. If the opening cannot be filled in this manner, then;
 - 4) Fill in accordance with Section 5.5 - Layoff Procedure. If the opening cannot be filled in this manner, then;
 - 5) Recall an employee from layoff. If the opening cannot be filled in this manner, then;
 - 6) A new employee may be hired.
- e) Employees must have one (1) year minimum seniority before being eligible to utilize the job transfer procedure.

- f) Employees who exercise their seniority rights to transfer to an open job will waive their right to transfer for a one (1) year period counted from the date of job acceptance. A seniority employee awarded a job through the Job Transfer procedure will be allowed to exercise his/her shift preference immediately from the day of the job acceptance;
- g) Nothing herein will restrict the Company from filling a job by using the temporary transfer procedure during the job transfer procedure. When a temporary assignment is complete, the employee will return to his/her regular job.
- h) The Company will post on the bulletin boards announcements of new departments or new business that results in significantly different processes or products as far in advance of their implementation as is practicable.
- i) Skilled Trades employees are not subject to this section. Job Bidding within the Skilled Trades will be handled in accordance with the Job bid provision(s) of the Skilled Trades Supplement.

Section 5.11 - Shift Balancing

The Company will determine the number of employees needed per shift. If the Company determines it is necessary to balance shifts within a department, the following procedure shall be followed:

The company will inform the local union of the estimated number of employees needed in every classification, department, and shift in the Third Step meetings once per month.:

- a) Shifts shall be balanced based on plant wide seniority within a classification and department.
- b) If the number of departmental positions is increased, the job transfer procedure shall be used. When a second or third shift opening in one department is created by an employee filling a posting in another department, employees shall be allowed to exercise shift preference in accordance with Section 5.13 – Shift Preference. After shift preference is established, the opening(s) will be filled by a new hire(s).
- c) If a departmental reduction in workforce is necessary, the number of employees will be reduced in accordance with Section 5.5 – Layoff Procedure.
- d) If a shift is eliminated in a classification and department, the employees on the eliminated shift may use their plant-wide seniority to bump the least senior employee in their classification **on that shift**. The Company will give up to four (4) weeks' notice of the impending shift change, provided that less notice may be given in situations where the reason for the shift elimination is due to customer cancellations or other changing business conditions. In such situations the Company agrees to discuss the reasons why less than four (4) weeks' notice was given with the union bargaining committee.
- e) An employee with an established medical restriction who is physically incapable of performing any work identified above may exercise his/her seniority to displace the least senior employee in the plant whose work he/she is physically capable of performing.
- f) Skilled Trades employees are not subject to this section. The Shift Balancing of Skilled Trades employees will be handled under the Shift Balancing provision(s) of the Skilled Trades Supplement.

Section 5.12 - Seniority Lists

The Company will maintain a database on the Company Computer system showing the seniority list of employees covered by this Agreement.

- a) The Financial Secretary will be given a monthly update of employees hired and terminated during the period.
- b) Upon request of the local Union, the Company will provide a written seniority list.

Section 5.13 - Shift Preference

In making shift assignments, the Company will determine the number of employees needed per shift, will provide the local union with this information, and then will assign employees to the shift of their preference, within their classification and within their department in accordance with seniority.

- a) When an employee with sufficient seniority wishes to work on another shift in his/her classification, in his/her department.
 - 1) The senior employee will submit an application with his/her supervisor in writing, on a form provided by the Company, no later than the end of his/her shift Tuesday. A copy will be given to the employee and the Committeeperson on the appropriate shift.
 - 2) The senior employee will bump the least senior employee on the desired shift within his classification and department.
 - 3) The displaced employee may stay in his/her classification and change shift to replace the employee who exercised shift preference or bump the lowest seniority person in the department to remain on the same shift.
 - 4) If the displaced employee bumps the least senior employee in the department on that shift, then the least senior employee will replace the first employee exercising shift preference.
- b) The shift change shall begin on the first regular work day four (4) full calendar weeks after the shift preference request has been submitted which means the change shall occur on the fifth Monday after the submission of the shift preference request or less time if agreed by the parties involved.
- c) An employee being bumped must be notified of his/her impending shift change no later than the beginning of the shift Friday of the week the application was made. The employee shall have four (4) full calendar weeks or less if the employee so chooses before reporting to the new shift.
- d) An employee who has exercised his/her right to a shift preference shall not be allowed to reapply for a period of one (1) year, unless he/she is displaced by another employee under the Lay Off Procedure
- e) Skilled Trades employees are not subject to this section. The shift preference of Skilled Trades employees will be handled under the Shift Preference provision(s) of the Skilled Trades Supplement.

Section 5.14 - Shift exchange

An employee may exchange shifts with another employee unless the Supervisor(s) determine the exchange will compromise operational effectiveness. A shift exchange may last no longer than ninety (90) days and such exchange must start at the beginning of the work

week. Shift exchanges of less than one (1) week may be permitted and will involve shift premium eligibility.

Section 5.15 Temporary Employees

The Company will inform the Local Bargaining Committee of the number of Temporary Workers in the facility on a monthly basis at third step meetings.

The Company may utilize 15% temporary employees in Dana Lafayette in accordance with agreed percentages of the total bargaining unit employees.

Temporary employees will be given preference when the Company hires at the facility. The number of days worked as a temporary employee will be credited towards their probationary period. Temporary employees will not be utilized if there are employees on involuntary layoff at the facility.

Seniority Employees will be given shift preference and overtime preference over temporary employees, except where temporary employees are used for day-to-day absenteeism or vacation replacements.

The Company agrees that temporary employees will be used for vacation, absenteeism relief, Long Term or Short-Term Disability, or for unexpected increases in workflow.

At no time will any skilled trades function be performed by a temporary worker.

Article 6 – Hours of work and Overtime

Section 6.1 - Work Day and Work Week

A standard eight (8) hour work day shall consist of seven and one-half (7½) hours of paid work time and one-half (½) hour of unpaid lunch time within a twenty-four (24) hour consecutive period commencing with the employee's starting time of the first regular shift of the work week.

A standard forty (40) hour work week shall consist of five (5) consecutive work days and include thirty-seven and one-half (37½) hours of paid work time and two and one-half (2½) hours of unpaid lunch time.

Nothing herein shall be the claimed basis of any guarantee of any kind of hours of work in any day or any week.

Section 6.2 - Shift Schedules

- a) A normal work schedule shall consist of the following shift schedules:

Day Shift (1st Shift) –

The shift which starts at 7:00 a.m. **and ends at 3:00 p.m.**

Afternoon Shift (2nd Shift) –

The shift which starts at 3:00 p.m. **and ends at 11:00 p.m.**

Night Shift (3rd Shift) –

The shift which starts at 11:00 p.m. **and ends at 7:00 a.m.**

- b) The Company may offer employees the opportunity to work five (5) hour shifts or full shifts on weekends.

The determination of the starting time of the work week and the daily and weekly work schedules shall be made by the Company and such schedules may be changed based on

operational requirements. For the purposes of this section the term “operational requirements” refers to the Company’s responsibility to plan, organize, and coordinate the utilization of resources (including people, equipment, technology, and information) in a manner that will safely produce a quality product delivered on time to the customer.

Section 6.3 - Pay Policy

Employees covered by this Article will be paid as follows:

Straight Time

Straight time shall be paid for all hours worked except for those hours described specifically below.

Time and One-Half

- a) Time and one-half shall be paid for all hours worked in excess of eight (8) hours of the scheduled shift, or time and one-half shall be paid for all hours worked that exceed forty (40) hours in an employee’s work week.

Hours paid for vacation, holidays, jury duty, union leave paid by UAW – Local 2317 or **Dana Lafayette**, and paid/unpaid bereavement will be considered as hours worked in determining employee eligibility for time and one-half in excess of forty (40) hours worked.

- b) Time and one-half shall be paid for all hours worked on the sixth (6th) day worked in an employee’s work week. To be eligible for time and one-half on the sixth (6th) worked day, an employee must have worked a full seven and one-half (7 ½) hour shift five (5) previous days of the work week.

Hours paid for vacation, holidays, jury duty, union leave paid by UAW – Local 2317 or **Dana Lafayette**, and paid/unpaid bereavement will be considered as hours worked in determining employee eligibility for time and one-half on the sixth (6th) day.

Double Time

- a) Double time shall be paid for all hours worked on the seventh (7th) day worked in an employee’s work week. To be eligible for double time pay on the seventh (7th) worked day, an employee must have worked a full seven and one-half (7 ½) hour shift each of the previous six (6) days.

Hours paid for vacation, holidays, jury duty, union leave paid by UAW – Local 2317 or **Dana Lafayette** and paid/unpaid bereavement will be considered as hours worked in determining employee eligibility for double time on the seventh (7th) day.

- b) Double time shall be paid for the hours worked on specified holidays.

Section 6.4 - No Pyramiding

There shall be no pyramiding of overtime premiums; that is, the same hours shall not be used more than once as a basis for computing overtime and premium pay.

Section 6.5 – Call-In Pay

Any employee called to work or permitted to come to work, without having been notified that there will be no work, shall receive four (4) hours pay at his/her base rate, in lieu of work, except in case of labor disputes or where notice is not readily achievable or where there are other conditions beyond the control of the Company.

Section 6.6 - Medical Time

An employee will be paid for authorized time spent in the plant medical department during his scheduled working time and for any authorized time an employee spends during his scheduled workday in any medical facility as scheduled by the Company in connection with a covered workers compensation condition.

Section 6.7 - Overtime Requirements

It is understood that all employees may be required to work overtime. Management will make every reasonable effort to offer overtime work as equally as practicable among seniority employees within a classification, in the department and on the shift where overtime is required.

- a) Where possible and practicable, Management will first attempt to satisfy overtime requirements from volunteers in the department and on the shift.
- b) Volunteers from other departments will be considered provided they are able to do the work required in a normal and average manner.
- c) Where the Company is unable to satisfy its needs under the foregoing procedure, the least senior employee(s) in the classification, department and shift will be required to accept the assignment.

Employees may volunteer to work up to twelve (12) hours per day based on operational requirements, however no employee shall be mandated to work more than ten (10) hours per day. Every attempt will be made to notify employees of daily overtime requirements prior to their lunch break.-

The following exceptions apply to weekend overtime:

- 1) Every employee will have the opportunity to have at least two (2) weekends per fiscal month off. A weekend shall include Saturday and Sunday. Employees shall have the opportunity to pre-schedule this weekend off. Based on operational requirements, normally up to 25% of a department's total number of employees will be permitted off. Such requests shall be granted on a first preference basis. Once granted, such requests will not be canceled or changed without mutual consent of management and the employee.
- 2) All contractual holidays are voluntary for the non-skilled trades classification employees and when a holiday occurs on a Friday or Monday, the full weekend shall be voluntary and the employee will still have the opportunity to have **one** full weekend off within the fiscal month.
- 3) An employee who schedules a full vacation week, **will** include the weekend before and after the full vacation week.
- 4) If an employee volunteers to work weekend overtime (either Saturday or Sunday), the first such voluntary overtime worked per month will not count as the opportunity to have that weekend off as required by (1) and (2) above. Any subsequent voluntary weekend overtime will count as such opportunity.

Section 6.8 - Overtime Scheduling

Overtime will be scheduled based on the Company's operational requirements. Every reasonable effort will be made to schedule foreseeable weekend overtime requirements by the end of each shift on Wednesday.

Section 6.9 - Breaks

All employees will be entitled to only two (2) paid breaks during the course of each shift. A twelve (12) minute break will be scheduled for each employee in the first half of the shift and a twelve (12) minute break will be scheduled for each employee in the last-half of the shift. Any employee working more than an additional four (4) hours in a shift will be given an additional twelve (12) minute paid break. All employees will be entitled to a scheduled, thirty-minute (30) unpaid lunch period during each shift.

With the exception of these scheduled work breaks and lunch periods, employees are expected to be at work or at their assigned workstations and available for work. During scheduled work time, employees who need to leave their work area for any reason not associated with their work assignment must first receive permission from their supervisor.

Section 6.10 - Make-up Lost Work Time

Employees shall be permitted to make up occasional; incidental lost work time as long as make-up time is pre-approved by the employee's manager. Such make-up time shall be limited to eight (8) instances of up to four (4) hours each per employee per rolling twelve (12) month period. The make-up time must be worked within the same work week and within seventy-two (72) hours in which the employee lost work time.

Article 7 – Job Classification and Wage Structure

Section 7.1 - Job Classifications

- a) A bargaining unit employee's job will fall into one (1) of **eleven (11)** job classifications.
 - 1) **Assembly**
 - 2) **Custom Builders (as outlined in the Custom Builder LOU)**
 - 3) **Facilities (Maintenance Planner, Chip Room, Maintenance Crib, Waste Handler)**
 - 4) **Heat Treat**
 - 5) **Kitting (Tool Crib)**
 - 6) **Machining**
 - 7) **Materials**
 - 8) **Packers**
 - 9) **Quality**
 - 10) **Skilled Trades (Apprenticeable)**
 - 11) **Skilled Trades (Non-Apprenticeable)**

If new positions or new processes are created that are not specifically listed in the classifications listed above, the Company will consult with the Union.

The Skilled Trades Classification will be handled in accordance with the provisions of the Skilled Trades Supplement.

An employee temporarily transferred to a higher pay grade shall be paid the rate of the higher pay grade while on temporary assignment in accordance with provision of Section 5.7. An employee temporarily transferred to a lower pay grade shall be paid the rate of his/her higher pay grade while on temporary assignment. An employee who is temporarily transferred shall retain the right to return to his/her previous classification, department and shift, in accordance with his/her seniority.

Section 7.2 - Departmental Structure

	Department	Number
1)	Machine Repair	21
2)	Plant Services - (Facilities, Chip Room, Maint Planner & Crib, Waste Handler)	25
3)	1-12, 12+	43
4)	Tool Crib (Kitting)	53
5)	Heat Treat	62
6)	Finishing	79
7)	Quality	82
8)	Tool Room (Cutter Grind)	86
9)	Assembly	94
10)	Materials (Includes Shipping, Packers , Receiving, Material Handlers)	92
11)	Shaft Bevel	96
12)	Non-Gear	98

Section 7.3 – Labor Pool

- a) Newly hired employees and employees recalled from layoff will be placed into a Labor Pool until they can be placed into a regular department in accordance with the provisions of the Collective Bargaining Agreement.
- b) The Labor Pool is not a department or classification and there will be no job bids for Labor Pool jobs.
- c) Employees from the Labor Pool may be assigned temporarily to any department or classification as needed on a daily basis.
- d) Employees from the Labor Pool may be placed on any shift as determined by the operational requirements of the Company. If more than one shift assignment is available, the assignments will be offered on a seniority basis to those labor pool employees who have not previously been assigned to a shift. Thereafter, Labor Pool employees are not eligible to exercise shift preference.
- e) Labor Pool employees will be the last employees considered for overtime assignments in accordance with the provisions of the Collective Bargaining Agreement.
- f) Employees assigned from the Labor Pool will not displace any senior departmental employees from their departments or shifts.
- g) Assignments to the Labor Pool will last no longer than **ninety (90)** calendar days, with an additional ninety (90) days possible for recalled employees pursuant to Section 5.9. The Company and the Union may agree to extend the time period, within provisions of the C.B.A.

Section 7.4 – Pay Schedule

New employees, excluding Materials and Assembly classifications, shall be paid at the new hire rate of \$16.00 per hour while in the labor pool. At the time they are placed into a department and classification in accordance with the provisions of the Collective Bargaining Agreement they will be paid a minimum of seventy percent (70%) of the base rate of pay per hour per the classification until they complete their probationary period. Beginning at that point, the employee will be paid at a rate equal to at least seventy-five percent (75%) of the maximum rate of the pay grade in the job classification. Thereafter, the employee will be paid as follows:

- 1) Eighty percent (80%) of the maximum rate of the pay grade in the job classification at the expiration of nine-hundred seventy-five (975) hours of actual work.
- 2) Eighty-Five percent (85%) of the maximum rate of the pay grade in the job classification at the expiration of one thousand nine hundred-fifty (1950) hours of actual work.
- 3) Ninety percent (90%) of the maximum rate of the pay grade in the job classification at the expiration of two thousand nine hundred twenty-five (2925) hours of actual work.
- 4) Ninety-Five percent (95%) of the maximum rate of the pay grade in the job classification at the expiration of three thousand nine hundred (3900) hours of actual work.
- 5) One Hundred percent (100%) of the maximum rate of the pay grade in the job classification at the expiration of four thousand eight hundred seventy-five (4875) hours of actual work.

For the purposes of this section, actual work shall be defined as the number of actual hours worked.

Each increase shall be effective at the beginning of the first pay period following the completion of the required number of hours of actual worked.

In cases where a prospective new hire has proven, documentable on-the-job experience on types of equipment and processes used at **Dana Lafayette** and demonstrates this experience during the probationary period, the Company will adjust the hire-in-pay upward to compensate for this experience. Such an employee's pay rate shall be in accordance with one of the steps listed above and shall be increased in accordance with the schedule above.

Employees returning to work from layoff or employees who are rehired or reinstated shall be paid in accordance with the number of actual **hours worked** prior to layoff or termination.

Employees on layoff on the date of the ratification of this agreement who are subsequently recalled and return from layoff will receive a base rate of pay in accordance with their total number of **hours** of employment with the Company.

Employees in the Assembly and Materials classifications will follow the wage progression as outlined below:

Start Rate Wage Progression						
Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
\$16.00	\$16.15	\$16.75	\$17.40	\$18.00	\$18.65	\$19.25

Section 7.5 - Transfer to Another Classification

If an employee transfers to a classification having a different rate of pay, the transferred employee will assume the rate of pay associated with the transfer on the date the employee moves to the new classification.

Section 7.6 - Pay Scales

Classifications	2020	2021	2022	2023	2024
Assembly (Existing Employees)	\$24.10	\$24.10	\$24.10	\$19.25	\$19.25
Assembly	See start rate wage progression				
Custom Builder	\$24.10	\$24.10	\$24.10	\$24.10	\$24.10
Facilities	\$20.50	\$20.50	\$20.50	\$20.50	\$20.50
Heat Treat	\$24.10	\$24.10	\$24.10	\$24.10	\$24.10
Kitting	\$23.35	\$23.35	\$23.35	\$23.35	\$23.35
Machining	\$24.10	\$24.10	\$24.10	\$24.10	\$24.10
Materials (Existing Employees)	\$20.50	\$20.50	\$20.50	\$19.25	\$19.25
Materials	See start rate wage progression				
Packers	\$23.35	\$23.35	\$23.35	\$23.35	\$23.35
Quality	\$24.10	\$24.10	\$24.10	\$24.10	\$24.10
Skilled Trades Apprenticeable	\$29.06	\$29.06	\$29.06	\$29.06	\$29.06
Skilled Trades Non-Apprenticeable	\$24.71	\$24.71	\$24.71	\$24.71	\$24.71

All active seniority employees will receive a lump sum of \$1500 to be paid out by January 31, 2021. Any seniority employee who returns from leave between January 31, 2021 and September 13, 2021 will receive a lump sum of \$1500 to be paid out in the pay period following their return.

All active seniority employees will receive a lump sum of \$1000 to be paid out by January 31, 2024. Any seniority employee who returns from leave between January 31, 2024 and September 13, 2024 will receive a lump sum of \$1000 to be paid out in the pay period following their return.

Section 7.7 – Shift Premium

Effective following ratification of the 2020-2024 agreement and for the life of the contract all employees working shall receive per hour shift premiums as follows:

- Second shift \$.65
- Third shift \$.80

Any employee currently receiving more than these amounts will continue to receive the higher amount.

Section 7.8 – Additional Pay

- a) Employees have the following opportunities for additional pay:

Area Coordinator: The **Area Coordinator** will perform work activities according to a job description developed by the Company **with input from the Union**. These work activities may include, among other things, setting up, operating, performing process troubleshooting, resolving complex technical or quality issues,

evaluating and improving processes, operating as needed, and is responsible for training other employees. Requires in-depth knowledge and experience in manufacturing processes, and quality processes and procedures. No **Area Coordinator** will be named without review of his/her qualifications and written approval by the Operations **Manager** and Human Resources **Manager**.

After the Company determines that a need for such position exists in a particular area and classification, **Area Coordinator** position(s) shall be posted. A joint selection committee shall be established consisting of one (1) member of management, one (1) member of the bargaining unit, one (1) Committeeman, and (1) member of Human Resources. The Committeeman and Human Resources representatives shall be the co-chairpersons of the joint committee. In the event a consensus cannot be reached among the joint selection committee on the successful applicant, management shall have the final authority to make the appointment.

An Area Coordinator will be paid an additional \$1.00 per hour. It is understood that Area Coordinators will not have any involvement in making decisions regarding hiring, discharging, and disciplining or any other traditional supervisory function.

- b) An employee who agrees to accept an assignment on the second or third shift when his/her seniority would entitle him/her to a first shift assignment will be eligible for an additional \$1.00 per hour premium pay for all hours worked on the second or third shift.
- c) **Skilled Trades employee are not subject to this section. The additional pay of Skilled Trades employees will be handled under the additional pay provision(s) of the Skilled Trades Supplement.**

Section 7.9 – Training

- a) Hands-on training may periodically involve the use of bargaining-unit employees who have demonstrated the necessary technical and communication skills to be effective in training other employees. The selection of bargaining-unit employees to assist in training activities will be made by Company training representatives who will consider input from department employees.
- b) All employees are responsible for sharing information with each other to increase and enhance employee skills. Incidental instruction, answering questions, and daily routine instruction are all part of our normal responsibilities.
- c) If designated by the Company as a trainer, an employee shall be eligible for \$1.00 per hour training pay when the following circumstances exist:

An employee who is selected to train a new hire shall be eligible for training pay for up to a maximum of the first eight (8) weeks of the new hire's employment. In the event supervision determines that additional training is necessary, training pay shall be made available for whatever additional period of training time is determined necessary.

- 1) An employee who is selected to train **another** employee who transfers to a different department by utilizing the job bid system shall be eligible for training pay for up to a maximum of the first four (4) weeks. In the event supervision determines that additional training is necessary, training pay

- shall be made available for whatever additional period of training time is determined necessary.
- 2) An employee who is selected to train an employee who is transferred to a different department as a result of a departmental reduction in work force or as a result of a recall from layoff status and is assigned to different work responsibilities shall be eligible for training pay for up to a maximum of the first four (4) weeks. In the event supervision determines that additional training is necessary, training pay shall be made available for whatever additional period of training time is determined necessary.
 - 3) An employee who is selected to train employees on a manufacturing process new to **Dana Lafayette** or a manufacturing process new to a department, shall be eligible for training pay for up to a maximum of four (4) weeks. In the event supervision determines that additional training is necessary, training pay shall be made available for whatever additional period of training time is determined necessary.
- d) An employee who is selected to cross-train an employee on a different manufacturing process within the department shall be eligible for training pay for up to a maximum of four (4) weeks. In the event supervision determines that additional training is necessary, training pay shall be made available for whatever additional period of training time is determined necessary.
 - e) An employee who is selected to instruct specialized, formalized classroom training classes shall be eligible for training pay for the instruction time.
 - f) Employees receiving additional pay as **Area Coordinators** are expected to train employees as part of their normal job duties and are not eligible for training pay.
 - g) The formal training program will strive to be comprehensive and current enough to meet safety requirements, quality expectations, and constantly changing technology and customer requirements in order to ensure **Dana Lafayette's** ability to compete in a global market.
 - h) Upon successful completion of employee training, the **Supervisor** is responsible for submitting the completed training documentation to Human Resources. The Trainer is responsible for properly completing and submitting training documentation to the Supervisor. A copy of the training documentation form will be placed into the employee's personnel file and the Company's training records. The Human Resources department will be responsible for the creation and maintenance of these records.

Section 7.10 Rights of Management

Nothing herein should suggest or imply to any degree whatsoever that both interim and final job descriptions, job evaluations and employee evaluations under this job classification and wage structure are to any degree subject to mutual agreement. The Company will continue to exercise its rights of management in the creation, revision and articulation of same in its sole discretion, giving due consideration to input provided by the Union. Moreover, the Company will supply copies of final descriptions and evaluations as noted above to the Union within a reasonable period of time following the Union's request.

ARTICLE 8 - APPROVED ABSENCES

Section 8.1 - Jury Duty

- a) An employee, with seniority, who is legally summoned and reports for jury duty as prescribed by applicable law, shall be excused for such jury duty on days which he/she otherwise would have been scheduled to work. The Company will pay the employee seven and one half (7½) hours pay at his/her regular straight time hourly rate (excluding shift premium and overtime premium pay).
- b) The company's obligation to pay an employee for jury duty is limited to a maximum of one hundred (100) regularly scheduled workdays in any calendar year.
- c) In order to receive payment, an employee must give the Company prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which jury duty pay is claimed.
- d) The above provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

Section 8.2 – Bereavement

- a) Upon the death of an employee's spouse, father, mother, son, or daughter, he/she, on request, will be excused for any four (4) normally scheduled days of work (or for such fewer days an employee may be absent) with pay to attend the funeral, when such time is taken in the nine (9) day period following the day that the death occurs. Human Resources may make exceptions to the nine (9) day period based on extenuating circumstances.
- b) When a death occurs in an employee's immediate family, he/she, on request, will be excused for any three (3) normally scheduled days of work (or for such fewer days an employee may be absent) with pay to attend the funeral, when such time is taken in the nine (9) day period following the day that the death occurs.
 - 1) When the employee must travel at least two hundred fifty (250) miles one-way to attend the funeral or tend to affairs surrounding the death, the employee may be excused without pay for an additional one (1) normally scheduled day of work.
 - 2) When the employee must travel at least five hundred (500) miles one-way to attend the funeral or tend to affairs surrounding the death, the employee may be excused without pay for an additional two (2) normally scheduled days of work
- c) For purposes of this section, immediate family shall consist of:

sister	step father
brother	step mother
grandchild	step son
current father-in-law	step daughter
current mother-in-law	grandfather
current brother-in-law	grandmother
current sister-in-law	stepsister
stepbrother	

- d) In the case of death of an employee's great grandparent or great-great grandparent, the employee, on request, will be excused for any one (1) normally scheduled work day, with pay, to attend the funeral, provided that the employee can verify that the funeral was held on a normally scheduled work day and that he/she attended the funeral.
- e) In the case of death of an employee's son-in-law, daughter-in-law, aunt or uncle, **niece or nephew** the employee, on request, will be excused for any two (2) normally scheduled work days, without pay, to attend the funeral, provided that the employee can verify that the funeral was held on a normally scheduled work day and that he/she attended the funeral.
- f) Probationary employees will be allowed the time off from work, as provided in this section, but without pay. Unpaid bereavement time, in accordance with Section 8.2, will not count against attendance.
- g) Bereavement pay shall be made at the employee's straight-time hourly rate exclusive of shift, overtime and any other premiums. In order to receive bereavement pay, the employee must verify that he/she attended the funeral.

Section 8.3 - Military Service

- a) Any employee who was drafted or who volunteered for service in the Armed Forces of the United States, prior to the execution of this Agreement, or who subsequently is drafted or volunteers for service in the Armed Forces, shall be entitled to be re-employed under the terms and provisions of the Uniformed Services Employment & Reemployment Rights Act and the Agreement, provided that such employee makes timely application for reemployment as required by the Uniformed Services Employment & Reemployment Rights Act.
- b) Employees subject to short-term military duty to satisfy Armed Forces Reserve or National Guard Requirements will be granted a leave of absence to meet their obligation.
- c) Employees shall provide notice to the employer that he/she is leaving the job for the uniformed services by providing a copy of the official orders to a Human Resources Representative.

Section 8.4 - Union Leave

- a) Any seniority employee who has been elected or appointed to a full-time position in the Union shall, if he/she requests in writing, be granted a leave of absence while in office. Such leave must be renewed each year. Not more than two (2) members shall be entitled at the same time to leave under this section. Members granted a leave under this section shall be returned to the employment status at the current rate of pay to which his/her seniority entitles them. During such leave, the employee's seniority shall continue to accumulate only for the purposes of return to work and placement under the terms of this Agreement.
- b) An employee who has been elected or appointed to a position in the Union which requires his/her short-term, temporary absence from work may be granted a leave of absence at the discretion of **the** Human Resources **Manager** or his/her designee. Permission for such leave will not be arbitrarily and capriciously withheld. A request for a leave of absence under this paragraph must be made in writing and submitted to **the** Human Resources **Manager** or

his/her designee at least four (4) working days prior to the day the leave is to begin and must specify the dates and purpose of the requested leave. The leave will be without pay and no more than twelve (12) employees may be on leave under this paragraph at the same time. Exceptions to Section 8.4(b) may be considered based on the circumstances of the request.

Section 8.5 - Medical Leave

- a) An employee may be granted a medical leave of absence due to disability resulting from sickness or injury. Such leave must be approved by the Human Resources **Manager** or his/her designee. Medical leaves may be granted to a maximum of four (4) years, provided the leave is supported by medical justification acceptable to the Company.
- b) An employee returning from a medical leave in ninety (90) days or less shall be returned to his/her regular job. An employee returning to work from a medical leave of more than ninety (90) days may apply his/her seniority to displace less senior employees if he/she can perform the work in a normal and average manner. In such a situation, an employee would exercise his/her seniority in the following order:
 - 1) the job held prior to going on medical leave
 - 2) a job **within the department** on the shift where the employee worked before going on medical leave
 - 3) **a job on the shift that the employee worked before going on medical leave.**
 - 4) a job within the plant
- c) Eligible employees will continue to be entitled to leaves under the Family and Medical Leave Act pursuant to the requirements of the Act and the Company's FMLA policy, as it may be modified from time to time.

Section 8.6 – Leave for Public Office

An employee appointed or elected to full-time public office may be granted an unpaid leave of absence for the period of his/her first term of office. An employee granted a leave under this section shall be returned to the employment status and the then-current rate of pay to which his/her seniority entitles him/her. During such leave, the employee's seniority shall continue to accumulate only for the purposes of return to work and placement under the terms of this Agreement.

ARTICLE 9 - DISCIPLINARY ACTION

Section 9.1 – Representation

- a) When an employee is called into a meeting with Management representatives where disciplinary action is contemplated, the employee may ask for a Union representative to attend.
- b) When circumstances allow, an employee will be given an opportunity to respond to the charges involved before disciplinary action is taken.
- c) If, during the disciplinary process, an employee and his/her Union Representative request an opportunity to meet privately, such meeting request for a reasonable period of time will be granted, if practicable.

- d) Whether representation is requested or not, the appropriate Union Representative will be advised in writing within three (3) working days of the employee's discipline.

Section 9.2 - Discipline Documentation

An employee who is discharged, suspended or otherwise disciplined, will be provided with a copy of such disciplinary documentation within three (3) working days of the action taken. The appropriate Union Representative will also be furnished with a copy of the disciplinary documentation.

Section 9.3 - Discipline Removal

When an employee receives disciplinary action that takes the form of a written warning, such written warning shall be removed from the employees record after one (1) year from the date of occurrence of such written warning provided the employee is not disciplined in any way for the same violation in the year following the written warning to be removed.

ARTICLE 10 - HEALTH AND SAFETY

The Company recognizes its obligation, in compliance with applicable law, to provide a workplace free from recognized hazards that are likely to cause physical harm. The Company and the Union recognize their joint obligation to promote, maintain and improve the safety of the work environment and the safe work habits of employees. The parties agree to use their best efforts to jointly achieve these objectives.

Section 10.1 - Sanitation and Safety Equipment

- a) The Company agrees to continue to provide and maintain adequate toilet facilities, washbowls and drinking fountains.
- b) The Company will provide the employees with safety equipment, supplies and training required by applicable law. The employees will use such equipment and supplies and follow all applicable safety procedures as required.
- c) The Company and the local Union recognize their mutual obligation to work to ensure that all employees properly use and maintain facilities and equipment provided for their health and safety.

Section 10.2 - Safety Committee

The joint safety committee shall continue. The Company and the local Union shall each appoint six (6) representatives to serve on the safety committee at the discretion of the appointing party. From these representatives, the parties shall each appoint a Co-Chairperson, one from the Company and one from the Union.

In addition to the members of the safety committee, the Co-Chairpersons shall jointly appoint employees from areas within the plant and each shift to participate in periodic safety audits during paid working hours. Such appointments will last no longer than six (6) months.

The Company also agrees that the Union may select bargaining unit employees, in its sole discretion, to participate in additional safety training sponsored by the International or Local Union outside of such employees' working hours.

The joint safety committee shall meet twice monthly, with the committee having the ability to schedule more frequent meetings if necessary. It shall be the function of the safety committee to review safety concerns brought to its attention and make recommendations

to the Company concerning the correction of conditions that might affect the health and safety of employees. The Co-Chairpersons of the joint safety committee will coordinate the committee's activities through the Company's Environmental, Health and Safety **Manager or his/her designee**, who will also be a member of the joint safety committee and will keep the committee aware of ongoing health and safety activities and review the results of health and safety initiatives as appropriate. The Local **Union President** and **the Plant Manager** are ad hoc members and may attend any and all meetings or activities.

It shall be the responsibility of the Company to record the monthly meeting minutes and distribute the minutes to the safety committee members as well as the Local Union President and **the Human Resources Manager**.

The duties of the Joint Safety Committee will be as follows:

- a) Review work-related injuries and illnesses to identify causes and recommend corrective measures.
- b) Review changes in shop rules governing safety and health.
- c) Review **New Safety Data Sheets (SDS)** and hazardous materials training required by law.
- d) Discuss any safety and health issues related to changes in equipment or layout.
- e) Participate in regular safety and health inspections.
- f) Discuss and evaluate programs such as: Fall Prevention, Noise Abatement, Ergonomics, Toxic Material Reduction, Safety-Related Preventive Maintenance, Lockout-Tagout, etc.
- g) Review, recommend, and where practicable, present safety education and information programs and employee safety training programs.
- h) Review and discuss any other safety and health related matters.
- i) The Union Co-Chairperson, along with the Local Union President, shall be allowed to accompany any government inspector or International Union Health and Safety official when such person is in the plant on official inspection duties.
- j) The Union Co-Chairperson shall be informed of any lost work day injuries and shall be allowed to accompany the Company's Environmental, Health and Safety **Manager** on investigations of these accidents.
- k) The Company's Environmental, Health and Safety **Manager** will keep the Union Co-Chairperson informed of significant changes in applicable Safety and health laws and regulations.

Section 10.3 - Emergency Response Team

The Company shall continue to maintain a First Aid **room** and an Emergency Response Team. The Emergency Response Team will consist of Management and Union volunteers. The **Company** will provide training programs as necessary for Emergency Response Team members.

Section 10.4 - Safety Shoes

- a) Employees are required to wear **metatarsal** safety shoes for their own protection. Employees who have completed the probationary period and are actively employed upon ratification of the Collective Bargaining

Agreement shall be reimbursed in the amount of up to **\$756** during the life of this Agreement for the purchase of approved safety shoes. Safety shoe reimbursement shall be pro-rated for employees hired after the contract ratification date or returning to active employment during the life of this Agreement. Additionally, employees may use these amounts to purchase safety shoe related items, i.e. insoles, shoe strings. **Safety shoes that become unserviceable directly in the course of employment at Dana, will be replaced on an as needed basis at the discretion of the Company.**

- b) Employees in the following designated areas who have completed the probationary period and are actively employed upon ratification of the Collective Bargaining Agreement shall be reimbursed in the amount of up to **\$1512** during the life of this Agreement for the purchase of approved safety shoes. Safety shoe reimbursement shall be pro-rated for employees hired after the contract ratification date or returning to active employment during the life of this Agreement. Additionally, employees may use these amounts to purchase safety shoe related items, i.e. insoles, shoe strings.
 - 1) Magnetic Particle Inspection
 - 2) Nital Etch
 - 3) Manganese Phosphate Coating
 - 4) Pyrotechnicians
 - 5) Material Waste Handler
 - 6) Department 25 (Plant Services, Facilities, Chip Room)
 - 7) Machine Repair
- c) After an employee has received notification of layoff or provided notification of retirement, the employee may not use the safety shoe benefit. If the employee is recalled to work during the life of the contract, the employee may utilize the balance of the safety shoe benefit on a prorated basis.
- d) This benefit is for the purpose of the employee's individual PPE only and may not be transferred to others.

Section 10.5 – Medical Records

The Company agrees to comply with applicable law(s) regarding access to employee medical records.

Section 10.6 - Safety Glasses

- a) **Employees are required to wear ANSI approved safety glasses for their own protection. Employees who have completed the probationary period and are actively employed upon ratification of the Collective Bargaining Agreement shall be covered in the amount of up to \$100 per calendar year during the life of this Agreement for the purchase of approved safety glasses. Safety glass coverage shall be pro-rated for employees hired after the contract ratification date or returning to active employment during the life of this Agreement.**
- b) **After an employee has received notification of layoff or provided notification of retirement, the employee may not use the safety glasses benefit. If the employee is recalled to work during the life of the contract, the employee may utilize the balance of the safety glasses benefit on a prorated basis.**
- c) **This benefit is for the purpose of the employee's individual PPE only and may not be transferred to others.**

ARTICLE 11 - NON-DISCRIMINATION

Section 11.1 - Policy

Neither the Company nor the Union will discriminate against any employee or prospective employee because of age, sex, race, color, creed, national origin, physical or mental handicap, Vietnam era veteran or disabled veteran, to the extent said person is otherwise protected by applicable law.

Section 11.2 - Gender References

All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to mean male and female employees.

ARTICLE 12 - TOOL PROGRAM AND WORK UNIFORMS

Section 12.1 - Company Tool Program

The Company will determine the type and quantity of tools that are necessary for each non-skilled trades employee to own in order to successfully satisfy the requirements of their job assignment(s). The Company will purchase these tools for the employee and the employee will be responsible for reimbursing the Company. The employee's reimbursement obligation will begin immediately following completion of his/her probationary period and full reimbursement must be accomplished within the first three (3) years of employment. The weekly reimbursement amount will be divided by 156 weeks (three years) or the desired time the employee chooses up to the maximum of three (3) years.

The employee will be totally responsible for maintaining these tools and will be responsible for replacing all lost or stolen tools. The Company will replace or repair all worn or broken tools.

An employee whose employment is terminated for any reason before fully reimbursing the Company for his/her tools must turn the tools into the Company or satisfy his/her remaining reimbursement obligation from his/her final paycheck.

Section 12.2 - Uniform Service

The Company agrees to make a work uniform rental service available. Such service shall be at the employee's expense. The continuation of such service shall be contingent upon the ability of the uniform service company to attract an acceptable level of business.

ARTICLE 13 - HOLIDAYS

Section 13.1 - Holiday Schedule

- a) During the term of this Agreement, all full-time, seniority employees are eligible for the following paid holidays in each full calendar year of this agreement: **Eight (8) holidays in the remainder in 2020, twelve (12) holidays in 2021, eleven (11) holidays in 2022 eleven (11) holidays in 2023, four (4) in 2024.**
- b) Seniority employees are not required to work on contractually designated holidays nor will they be scheduled to work the weekend following or preceding a contractually designated holiday which falls on a Friday or Monday.

Section 13.2 - Holiday Pay Eligibility

An employee will receive Holiday Pay provided he/she meets the following eligibility requirements:

- a) The employee has seniority as of the date of each specified holiday and as of each of the holidays in each of the Christmas holiday periods; and
- b) The employee must have worked the last full scheduled work day prior to and the next full scheduled work day after each specified holiday(s), regardless of the work week in which the scheduled working days fall.
- c) An otherwise eligible employee who is absent or tardy more than one (1) hour without acceptable excuse on either the last full scheduled work day prior to or the next full scheduled work day after each specified holiday or holiday period, shall not receive holiday pay.

Section 13.3 - Holiday Pay/Approved Leaves

Seniority employees who are not working due to a plant accident (eligible to receive Workers' Compensation benefits) or who are on sick leave (eligible for Weekly Indemnity payments) or on an approved leave, provided such absences begin during the workweek prior to or during the week in which a holiday falls, shall receive pay for such holiday, provided that an employee shall not receive either Workers' Compensation benefits or Weekly Indemnity benefits in addition to holiday pay for the holiday.

An eligible employee on an approved vacation will be paid for holidays that occur during his/her vacation.

Section 13.4 - Holiday Pay Calculation

Employees eligible under these provisions shall receive seven and one half (7½) hours of holiday pay at their hourly base rate, exclusive of night shift premium, overtime premium, and all other additional pay.

Holiday	2020	2021	2022	2023	2024
New Year's Day		Friday, 1/1	Monday, 1/3	Monday, 1/2	Monday, 1/1
Memorial Day		Monday, 5/31	Monday, 5/30	Monday, 5/29	Monday, 5/27
Independence Day		Monday, 7/5	Monday, 7/4	Tuesday, 7/4	Thursday, 7/4
Labor Day		Monday, 9/6	Monday, 9/5	Monday, 9/4	Monday, 9/2
Thanksgiving Day	Thursday, 11/26	Thursday, 11/25	Thursday, 11/24	Thursday, 11/23	
Thanksgiving Friday	Friday, 11/27	Friday, 11/26	Friday, 11/25	Friday, 11/24-	
Christmas Holiday	Thursday, 12/24	Friday, 12/24	Monday, 12/26	Monday, 12/25	
Christmas Holiday	Friday, 12/25	Monday, 12/27	Tuesday, 12/27	Tuesday, 12/26	
Christmas Holiday	Monday, 12/28	Tuesday, 12/28	Wednesday, 12/28	Wednesday, 12/27	
Christmas Holiday	Tuesday, 12/29	Wednesday 12/29	Thursday, 12/29	Thursday, 12/28	
Christmas Holiday	Wednesday 12/30	Thursday 12/30	Friday, 12/30	Friday, 12/29	
Christmas Holiday	Thursday 12/31	Friday 12/31			
Total Holidays	8	12	11	11	4

ARTICLE 14 - VACATIONS

Section 14.1 - Vacation Year

The vacation year for each year of the contract is outlined below:

01/01/21 – 12/31/21

01/01/22 – 12/31/22

01/01/23 – 12/31/23

01/01/24 – 12/31/24

Section 14.2 – Vacation Pay and Eligibility

- a) An employee shall be eligible for vacation benefits as set forth in this Article if he/she has obtained seniority prior to the start of the vacation year involved:
Employees who gain seniority after January 1 will receive one week of unpaid vacation after completion of the probationary period.

An employee who meets the seniority qualifications in 14.2(a) shall be eligible for the following vacation time and pay percentage based on credited service:

Years of Service on Jan 1	Vacation Time	Percent Paid
3-6 months	1 week	0%
6 months to 1 year	1 week	2%
1-2 years	2 weeks	4.0%
2-3 years	2 weeks	4.4%
3-5 years	2 weeks, 3 days	5.5%
5-10 years	3 weeks	6.6%
10-15 years	3 weeks, 3 days	7.7%
15-20 years	4 weeks	8.8%
20-25 years	4 weeks, 3 days	9.9%
25-Over	5 weeks	11.0%

- b) Vacation time is accrued based on an eligible employee's length of service.
c) Vacation time will continue to accrue on approved temporary leaves of absences.

Section 14.3 - Vacation Pay Calculation

- a) Prior to the start of the vacation year involved, an employee's vacation rate is calculated according to the following formula:

$$\text{Vacation Rate} = \text{Actual Earnings for Work Time} \times \text{Percent Paid} \div \text{Vacation Hours}$$

The Actual Earnings for Work Time number used in the above formula represents pay received for all hours worked in the previous calendar year

- b) Vacation pay will be payable as vacation time is used. Unused vacation will be paid-out in the month following the end of the vacation year.
c) **Seniority Employees may opt out of the vacation pay calculation, employees who elect this option will be paid their normal hourly straight time rate, and will not be allowed to get back into the vacation pay calculation in the future.**

Section 14.4 - Vacation Scheduling

- a) For vacation being requested in increments of not less than one day or more, employees shall submit a vacation schedule request on a Request Form or electronic method provided by the Company. To be considered for vacation based on seniority, employees shall submit vacation requests to the Company no later than four (4) weeks prior to the beginning of the vacation year.

Vacation sheets will be distributed by the manager no later than 10/1, the employee will be required to turn their vacation request form by 11/15, the Manager will post the approved vacation by 12/15. If an employee fails to turn in their request form by 11/15, their vacation will be scheduled on a first preference basis.

- b) Vacation approvals will be by seniority. Each employee will be given a copy of his/her approved vacation schedule prior to the start of the vacation year involved. Thereafter, approved vacation time will not be canceled or changed without mutual consent of Management and the employee. Scheduled vacation must be taken by the employee unless he/she notifies management at least one week in advance that the vacation will not be taken. If the employee does cancel the vacation day(s), then the first employee denied that vacation time off will be given the opportunity to use that vacation time.
- c) Vacation time not scheduled and approved prior to the start of the vacation year shall be scheduled on a first preference basis. This will include all vacation scheduled in increments of less than one day.
- d) A full vacation week shall include the weekend preceding and following the regular calendar week of vacation.
- e) Vacation scheduled on Friday shall include the weekend **following**.
- f) Vacation time may be taken in increments of not less than one (1) hour.
- g) All vacation time must be scheduled in advance and approved by the employee's Supervisor.
- h) Management will continue to allow employees to take vacation time based on operational requirements. However, normally up to 12% of a department's total number of employees will be permitted to be on vacation at any given time with no more than 5% of the total number of employees on vacation at any given time coming from the same shift.

Section 14.5 - Vacation Shutdown

If the Company decides to have a plant-wide vacation shutdown, employees will be advised of the shutdown dates by November 1 prior to the vacation year involved. Except for employees scheduled to work during the shutdown, all vacation-eligible employees will be on vacation or can choose unpaid time off for the period of the shutdown. The Company will attempt to notify the Union sixty (60) days prior to the cancellation of a scheduled plant-wide shutdown.

ARTICLE 15 – NO STRIKE-NO LOCKOUT

Section 15.1 - Definition

During the term of this Agreement, and any extension thereof, the Union and each employee covered by the Agreement agree not to cause, encourage, permit, condone or take part in any strike, picketing, sit-down, stay-in, slow-down or other curtailment of work or interference with the operation of the Company's business of any kind (including a sympathy strike), and the Company agrees not to engage in a lockout.

Section 15.2 - Discipline

The Company may discharge or otherwise discipline any employee who violates Section 15.1 of the Article. While the Union may grieve such discharge or discipline, if the violation is found to have occurred, the extent of penalty imposed by the Company shall be final and not subject to change by arbitration. If the arbitrator finds that no violation has occurred, the employee will be reinstated and made whole.

Section 15.3 - Union Responsibility

It is agreed that all officers, officials, Committeepersons or Stewards of the Union are charged with an affirmative duty to maintain the integrity of this Article and shall immediately take all reasonable and necessary steps to discourage any activity prohibited by this Article.

ARTICLE 16 - PLANT CLOSURE OR RELOCATION

Section 16.1 - Plant Closure or Relocation

If during the term of this Agreement the Company elects to close or relocate its business in Lafayette, Indiana, the Company will follow the requirements of the WARN Act and applicable provisions of the National Labor Relations Act.

ARTICLE 17 - MANAGEMENT RIGHTS

Section 17.1 - Definition

The Management of the plant and direction of the working force is vested solely and exclusively by the Company, and in furtherance and not in limitation of such authority, shall include the right to hire, suspend and discharge for cause, to assign, designate and transfer and the right to relieve employees from duty because of lack of work, source of supply and for all other reasons, and to make shop regulations, including rules covering the subject of drugs and drug testing, the creation of new jobs and new classifications, development of new manufacturing processes or products, changes in method, changes in equipment, changes in the content of jobs or elimination of jobs or improvements brought about by the Company in the interest of improved quality methods, product or productivity or any changes in ownership, location and source, PROVIDED, that this will not directly violate any expressed provisions of this Agreement.

Section 17.2 - Drug Testing

The foregoing statement of rights does not empower the Company with the right to engage in random drug testing of employees with seniority, or drug testing of such employees without cause. The Company and the local Union recognize, however, that such testing may be required by the testing requirements of The Department of Defense, The Department of Transportation, The Federal Aviation Administration and any other governmental agency with which the Company may have business dealings, from time to time.

Except where it would be a violation of local, state or federal law, the Company agrees that if an employee tests positive for drugs or alcohol, he/she will have a one-time option to voluntarily enter into a treatment program through the Employee Assistance Program (EAP), in lieu of discharge. If the employee refuses the EAP treatment option, he/she will be terminated. If the employee agrees to participate in an EAP treatment program, he/she must comply with all aspects of the treatment program. If the employee is found to be in non-compliance with the prescribed treatment program, he/she will be terminated without recourse to the grievance procedure. If the employee is involved in another incident within three years that warrants a drug and alcohol test and tests positive a second time during his/her employment, he/she will be terminated without recourse to the grievance procedure. Employees returning from layoff who have been laid off involuntarily for six (6) months or more will be subject to drug testing pursuant to this paragraph.

Section 17.3 - Supervisors Performing Bargaining Unit Work

Supervisors and other non-bargaining employees will not perform work which is normally done by bargaining unit employees except in the following circumstances:

- 1) emergencies
- 2) process development or correction or
- 3) instruction and training for any individual, provided that such work will not be performed for the purpose of replacing bargaining unit employees or depriving bargaining unit employees of the opportunity to perform bargaining unit work.

When performing bargaining unit work in the circumstances described in 2) and 3) above, management will attempt to have the bargaining unit employee who normally performs the work in question on that shift present for training purposes.

In the event the Local Union President believes the provisions of this Section have been abused, he/she may request an immediate meeting to resolve the matter with the appropriate representative of Labor Relations.

Section 17.4 - Reserved Rights

The failure to mention any right of Management in the above paragraph or the failure to exercise any right of Management in the above paragraph may in no way, directly or indirectly, be interpreted to mean or in any way suggest the absence of that right on the part of Management.

ARTICLE 18 - SOLE AND ENTIRE AGREEMENT

Section 18.1 - Conclusion of Bargaining

This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing Agreement between the parties hereto, expressing all obligations and restrictions imposed on each of the respective parties during the term of the Agreement and superseding all prior Agreements, practices and understandings, oral or written, expressed or implied, or practices between the Company and the Union or its employees, except as supplemented, clarified, or modified by written side letters hereafter signed by the Company and the Union.

Section 18.2 - Acknowledgment of Rights

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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Furthermore, for the term of this Agreement or any extension thereof and except as provided in the following section, each party voluntarily and unqualifiedly waives all statutory rights to bargain collectively with respect to any subject or matter, whether or not specifically referred to or covered by this Agreement, including specifically, but by no means limited to, any action which under this Agreement is within the right of management to take, even though such action may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 18.3 - Legal Limitations

Should the parties hereafter agree that the applicable law renders invalid or unenforceable any of the provisions of this Agreement, the parties may agree upon a replacement for the affected provision or provisions. Such replacement provision or provisions shall become effective immediately upon the 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. Further, in the event that any of the provisions of this Agreement shall become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.

Section 18.4 - Duration

This Agreement shall become effective as of the first Monday following the ratification of the contract, and shall remain in full force and effect through **October 31, 2020 to September 13, 2024**, and thereafter from year to year, unless at least sixty (60) days and not more than ninety (90) days' notice in writing to terminate, modify, alter, change or amend is given by either party to the other prior to the termination date.

Section 18.5 - Contract Booklets

Upon ratification, the Company agrees to have this Agreement printed and once the final proof has been approved by both parties, copies of the new Collective Bargaining Agreement shall be distributed to all employees within six (6) weeks. A supply of **seventy-five (75)** Agreement booklets will be provided to the local Union.

ARTICLE 19 - GENERAL PROVISIONS

General Provision #1 - Tuition Reimbursement

For the term of this Agreement, the Company intends to continue to reimburse employees for job-related tuition costs, providing that the employee is not eligible for reimbursement or funding through another source (other than family, friends, etc.). To be eligible for reimbursement, employees must have the course work and education institution pre-approved by the Human Resources **Manager** or his/her designee. A minimum grade of C or equivalent must be earned to receive reimbursement credit.

General Provision #2 - Work Instructions

The parties agree that employees will follow the last work instructions received by a Management representative, regardless of whether that representative is the employee's direct supervisor or some other member of Management.

General Provision #3 - Travel Time

Employees required to travel at the Company's request will be paid straight-time wages for actual travel hours. Employees will be paid for actual work hours in accordance with Article 6, Hours of Work and Overtime.

If an employee has the opportunity to work the weekend but is unable to do so due to a travel request, the employee shall be entitled to overtime pay for travel time in accordance with Article 6, Section 6.3 of the collective bargaining agreement. In such circumstances, the employee will receive overtime pay for each hour of travel time on a time-for time basis up to a maximum of the total number of weekend hours the employee had the opportunity to work.

General Provision #4 – Smoking

A tobacco-free environment creates a safer, cleaner and healthier work environment. Smoking, secondhand smoke and vapors from “Electronic Smoking Devices”, and use of “spit tobacco” products are known to cause serious lung diseases, heart disease, oral and other types of cancer. Dana recognizes the hazards caused by the use of tobacco and tobacco products and the risks associated with exposure to secondhand smoke or vapor. Our policy to provide a tobacco-free environment for all employees and visitors was established to maintain a safe and healthy workplace environment.

The Company will allow bargaining unit employees to smoke outdoors in one designated area only. The design and structure of the area will be in accordance with the requirements of the applicable ordinance and/or any other applicable municipal, state, or federal law. It is understood that smokers will be responsible for policing the designated smoking areas. This smoking privilege can be withdrawn by the Company at any time if employees abuse break times, smoke in non-designated areas or do not properly dispose of smoking refuse. Employees caught smoking outside of this designated smoking area will not have the right to grieve any discipline received as a result.

This policy covers the smoking of any tobacco product and the use of oral tobacco products, “spit tobacco” and e-cigarettes or other “Electronic Smoking Devices” and it applies to both employees and non-employee visitors of Dana. Therefore, no use of tobacco products, including but not limited to cigarettes, e-cigarettes or other “Electronic Smoking Devices” and “spit tobacco” will be allowed within the facilities of Dana at any time. This prohibition also applies to all company vehicles.

“Electronic Smoking Devices” are defined as any electronic device that can be used to deliver an inhaled dose of nicotine, or other substances. “Electronic Smoking Devices” include any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.

General Provision #5 – Clean-Up

All employees who during the routine course of job performance are sprayed, or soaked with hydraulic fluid, cutting fluid, lube oil or other materials may shower and change into fresh clothes, on regular working hours after notifying the manager and receiving advanced approval from the manager.

ARTICLE 20 - LETTERS OF UNDERSTANDING

Letter of Understanding #1 – Outside Contracting

It is the Company's intent to utilize its own employees, whenever possible, to perform production and skilled trades work, provided, however, that it has the necessary manpower, skills, equipment and facilities to do so and that the work can be done competitively in regard to quality, cost and performance and be completed within the necessary time limits.

The Company understands the local Unions desire to be involved in decisions to contract work out that has typically been performed by members of the bargaining unit and agrees to meet the second Wednesday of every month with the local Union Bargaining Committee to inform the Bargaining Committee of decisions involving the contracting out of such work, the reason(s) for such decisions, the amount of work involved and the projected impact on current bargaining unit employees.

Should a situation arise where a reduction-in-force is necessary, currently outsourced work will be reviewed with the Bargaining Committee for the possibility of being returned in order to eliminate the need for or reduce the size of the reduction-in-force.

However, nothing in this Agreement shall be construed to preclude, limit or delay the sub-contracting or contracting out of work by the Company where it decides to do so.

Letter of Understanding #2 – Employee Involvement and Participation

In order to remain competitive in our industry, we must continue to make improvements. This is a commitment we must all make as individuals and working together as a team. The only way this can be accomplished is through the implementation of individual and team ideas. We are competing with other manufacturers on a worldwide basis and we must continually improve if we are to remain competitive and gain market share. No thought or idea is too small or unimportant. The smallest improvement continues our relentless pursuit of continuous cost efficiencies so that we can gain more market share.

With that thought in mind, the parties agree to embrace the Dana Operating System (DOS) as that program exists today, and as it may change from time to time at the discretion of the Company, with the understanding of the Union membership and Management working together to promote continuous improvement, and encourage all employees of the Dana, Lafayette facility to be involved in offering their ideas so as to make this program the hallmark of employee involvement within Dana.

Anytime the Union membership feels that the Company is not living up to the principles of the DOS, they may request the assistance of the Local 2317 bargaining committee.

Letter of Understanding #3 – Waste Handlers

When employees are assigned to transport hazardous waste, the Company will assign only employees who have been trained to handle such waste in accordance with the requirements of the Resource Conservation and Recovery Act (RCRA).

Letter of Understanding #4 Regarding Employee Policies

During negotiations in 2020, the parties have discussed various Company policies affecting bargaining unit employees and have agreed to the following:

- 1) Cell Phone:** The use of cell phone by employees in Company related matters remains as is. Cell phones may remain on for non-work related usage during work time in cases of verifiable emergencies. In addition, the Company will explore the creation of dedicated cell phone areas in work areas throughout the plant where employees

may utilize their cell phones so long as safety and production are not affected.-

- 2) **Food Service Hours:** During the term of this agreement, the Company will allow up to two (2) approved food truck vendors in a designated area of the parking lot on weekends when employees are working in the shop. The Human Resources **Manager** or his/her designee will have final approval over the selection of the food truck vendors recommended by the President of the Local Union or his/her designee.
- 3) **Production Quotas:** It is understood that from time to time that the company may need to conduct time studies. In conducting any time studies in the future, the Company commits to seek the input of Bargaining Unit Employees that operates that machine. The Company will allow the Bargaining Committee time off work in order to attend the UAW Certification program once during the life of the Agreement and will investigate the possibility of sending up to 3 non-bargaining unit employees as well.
- 4) **Restroom:** Employees are expected to use restroom facilities during non-work time whenever possible. However, employees will also be permitted to use the restrooms during work time as needed, provided that such employees may be required to provide medical documentation in cases of suspected abuse.
- 5) **Retirements:** Free Coffee for Retirements: The Company has committed to contacting its provider of food services, to ensure that free coffee will be provided for all three shifts on employee retirement days. The Company further commits to provide the Retiree with cakes in the cafeteria on the shift the retiree chooses.
- 6) **Light Duty Policies:** Consistent with the requirements of the Americans with Disabilities Act and subject to the remaining requirements of the collective bargaining agreement, the Company agrees to work with employees who have work restrictions to attempt to find work such employees can perform (with or without accommodation), which may include temporary light duty assignments the employee is qualified to perform for employees with restrictions due to work-related injuries.
- 7) **Outside Conduct Rules:** The Company agrees that it will not discipline bargaining employees for conduct occurring outside the plant and outside working time unless such conduct is work-related and/or affects the employee's ability to perform the functions of his/her job or the employee's suitability for employment with **the Company**. The Company and the Union acknowledge that it will be the Company's burden to establish just cause for any such discipline if an employee elects to pursue a grievance to arbitration.
- 8) **Parking Policies:** The Company agrees to evaluate the size, number and location of employee parking spaces before the next scheduled maintenance of the employee parking lots commences. In addition, the Company agrees to maintain designated parking spaces for motorcycles year-round.
- 9) **Hidden Cameras:** The Company agrees that it will give notice to the President of the Local Union before it installs any hidden surveillance cameras in the interior of the shop, including notice of the location and reason for installation of such cameras. In the event there is any damage committed against such cameras, the Company reserves the right to reinstall such cameras in a different location without giving prior notice to the Union.
- 10) **Cafeteria and Vending:** The Company commits that it will investigate ways to continuously improve the provision of cafeteria and vending services to its employees and will maintain vending machines accessible to employees on all three

shifts.

- 11) **Drug Testing:** The Company will limit drug testing of active employees and employees recalled from layoff to urine testing. The Company may elect to use either urine testing or hair testing for new hires.
- 12) **UAW Logo/Flag:** The Company will agree to allow the UAW logo to be added to Company uniforms required for bargaining unit employees. In addition, a UAW flag of an agreed size will be included among the flags displayed outside the Lafayette facility.
- 13) **Pay:** In cases where there is an error in paying a bargaining unit employee the appropriate amount on his/her paycheck (either too much or too little), the Company will correct the error as soon as possible and in a manner consistent with Indiana state law.
- 14) **Work Rules and Attendance Policy:** Pursuant to Section 17.1 of the Agreement, the Company retains the right to make, modify, and enforce shop regulations, including work rules and the attendance policy. The Company commits, however, that before making any changes to the work rules and attendance policy in existence as of the date of this Agreement, it will provide written notice of such changes to the Bargaining Committee of the Local Union and give the Bargaining Committee the opportunity to comment.

Letter of Understanding #5 – Training Guidelines

The Company and UAW – Local 2317 understand the importance of training, whether it be a new hire or a transfer to a new area. A Joint Training Committee shall be established comprised of: one (1) Committeeperson; one (1) bargaining unit member from each shift selected by the Union and an equal number of representatives appointed by the Company. The Company and the Union shall each appoint a co-chairperson of the Joint Committee. As members of the Joint Training Committee establish training procedures, processes, etc., **Supervisors** and bargaining unit members from the area will be included in the development process. The Joint Training Committee shall meet at least monthly and shall discuss training proposals, training standardization, training development, trainer selection, and other training related topics. The Committee may make recommendations to the Company. Prior to implementation, the Joint Committee will meet with operations management to communicate, seek input, and gain approval for all recommended training procedures, processes, and proposals. Meeting minutes shall be distributed to operations management and to UAW – Local 2317 President.

ARTICLE 21 - EMPLOYEE BENEFIT PLANS

Section 21.1 - Pensions

The minimum benefit for a normal retirement will remain at \$37.00 per year of credited service for employees who retire after 1/1/2004.

The calculation to determine Final Average Earnings continues to use the five (5) highest-paid out of the last ten (10) years.

Effective 03/01/04, new employees will not be eligible for participation in the Pension Plan.

The retirement plan for employees of Fairfield Manufacturing Company, Inc. will be frozen effective 02/01/18. This is a freeze on benefit service accrual and earnings accrual. The calculation to determine Final Average Earnings look-back period will be the same date

as the freeze date. The minimum benefit for a normal retirement remains at \$37 per year of credited service.

Section 21.2 - Retirement and Savings Plan

The company intends to continue the current 401-a and 401-k Retirement and Savings Plan and effective 02/01/18 will match 100% on the first six percent (6%) of employee contributions in the 401-k Plan. The 401-k Plan will also be amended to include the "catch-up contribution" and elective deferral limit changes in accordance with the provisions of the Economic Growth and Tax Relief Act of 2001.

Section 21.3 - Short-Term Disability (Weekly Indemnity)

Employees who elect short-term disability benefits will be responsible for the premium and subject to the Plan requirements as determined by the provider selected by the Company.

Employees who do not elect short-term disability benefits may be eligible for unpaid medical leave pursuant to Section 8.5.

Section 21.4 - Long-Term Disability (LTD)

Employees who elect long-term disability benefits will be responsible for the premium and subject to the Plan requirements as determined by the provider selected by the Company. Employees who do not elect long-term disability benefits may be eligible for unpaid medical leave pursuant to Section 8.5.

Section 21.5 - Life Insurance

Effective 01-01-07, the Company will increase the amount of company provided life insurance for active employees from \$45,000 to \$50,000. In addition, the Company will offer employees the opportunity to purchase additional life insurance at the employee's expense.

The amount of company provided life insurance for employees retiring after 12/18/06 will be \$10,000.

Section 21.6 – Health Care Plan – Hospital, Surgical, Medical, & Dental

Effective 2/01/07, the Company will offer one health care plan for active employees. The Health Care Plan of the **Dana Lafayette** employees must enroll in the Health Care Plan within the time periods called for under the plan in order to be eligible for health care coverage. Prior to the open enrollment period for each year, the Company will meet and confer with the Local Union concerning whether adjustments to employee contributions for the following year are appropriate.

If enrolled in the Health Care Plan:

- a) To continue health care coverage, an employee on layoff must elect COBRA and shall pay the full COBRA premium up to the COBRA eligibility period.
- b) To continue health care coverage, an employee on an approved medical leave must elect COBRA and pay the active employee contribution up to the COBRA eligibility period.

All other terms and conditions including employee contributions are set forth in the Plan Document and Summary Plan Description for The Health Care Plan.

Section 21.7 - Insurance Claims

An insurance claim form drop-box will be provided at the office of the Company for the convenience of employees. A representative from benefits normally shall be available for employees to discuss a medical claim.

Section 21.8 - Employee Assistance Program

The Company shall maintain an E.A.P Program for all of its employees and their eligible family members. The EAP benefits must be exhausted before any covered mental health or substance abuse claims will be processed by the Health Care Plan.

Section 21.9 – Optical Plan

Effective 02/01/07, the Company will provide an optical plan that will pay for an eye exam once every year for employees and dependents who purchase healthcare coverage. The Company will also provide additional optical coverage at employee cost.

SKILLED TRADES SUPPLEMENT

The following Agreement is to be attached to and be a part of the General Agreement between the parties dated **October 31, 2020**. It shall be in all regards subject to that General Agreement, except where the parties herein specifically and unequivocally agree it shall not be.

The purpose of this Supplemental Agreement is to establish a separate, additional statement of all agreed to working conditions for those employees assigned and classified into Skilled Trade Occupations as expressly defined below.

Nothing herein shall imply or suggest any restriction on management's right to manage as set forth or as reserved in the General Agreement.

ARTICLE 1 - CLASSIFICATION, OCCUPATIONS AND SCOPE

Section 1.1 - Skilled Trades Occupations

The following Skilled Trades Occupations have been established within the Skilled Trades Classification and are defined as follows:

Apprenticeable Occupations

Machine Repairer

Pyrometer and Instrument Repairer Technician

Electrician

Millwright

Toolmaker

Industrial Welder

Air Conditioning and Refrigeration Mechanic

Non-Apprenticeable Occupations

Cutter Grind

Met Lab Technician

Employees in such Occupations will also be referred to herein as Skilled Trades employees either apprenticeable or non-apprenticeable.

Section 1.2 – Skilled Trades Pay Grades

All trades added to the Skilled Trades Occupations will be placed in the Pay Grades reflecting the employees' skill level and actual work time or Journeyman status.

Section 1.3 - Job Descriptions

The Company will draft job descriptions for the above Skilled Trades Occupations. Such are intended to serve only as general descriptions common to the particular Occupation covered and shall not be used to limit or define the content of the Occupation or any other Occupations with which they may overlap. The Joint **Skilled Trades** Committee will review these descriptions either yearly or as required.

Section 1.4 - Skilled Trade Occupations/Changes

Nothing will prevent the Company from deciding when and under what circumstances any of the above Skilled Trade Occupations can be deleted, combined or added to, after review by the Joint **Skilled Trades** Committee.

Section 1.5 - Definition and Application of Seniority

Time in Occupation seniority for employees within the Skilled Trades Classification prior to 10/28/95 will be by plant hire date. Employees hired or transferred into a Skilled Trades Occupation after 10/28/95 shall be given their hire date or date of acceptance of a job bid or date of transfer for the purpose of exercising their seniority rights within the Occupation in which they are placed.

In the event more than one (1) employee is hired on the same date after 10/29/98, seniority ranking shall be determined by the General Agreement.

The parties recognize that seniority is an important consideration in the matter of layoffs, recalls, promotions, job bidding, temporary transfers and shift preference. The application of seniority shall, in all instances, be by time in occupation seniority. It is understood that time in occupation seniority alone shall not entitle an employee to any job which he/she is not able to perform in a normal and average manner as determined by the Company.

Section 1.6 - Skilled Trades Loss of Seniority

Skilled Trades Loss of Seniority is covered in the General Agreement.

Section 1.7 - Skilled Trades Layoff Procedure

A layoff is a direction to not report for work for a period of five (5) or more consecutive work days. Temporary work interruptions of up to five (5) work days due to acts of God or other circumstances beyond the Company's control, are not subject to this procedure. Employees will be given twenty-four (24) hours notice of layoff. Layoffs in the Skilled Trades shall be by Occupation and applied in the following manner:

- a) All apprentices within an Occupation shall be the first to be laid off.
- b) Skilled Trades employees shall be laid off based on time in occupation seniority.
- c) An employee who transfers to the Skilled Trades classification from the **Non-Skilled Trades** classifications shall not accumulate **Non-Skilled Trades** seniority while in the Skilled Trades classification, but will continue to accumulate plant-wide seniority for the purposes of vacation entitlement, pension and all other benefits based upon plant-wide seniority. If such an employee returns to the **Non-Skilled Trades** classification, he/she will utilize his/her adjusted **Non-Skilled Trades** seniority for the purposes of layoffs, recalls, promotions, job bidding, temporary transfers, shift preference, shift balancing, overtime and vacation scheduling.
- d) Disciplinary layoffs are not subject to this Article

Section 1.8 - Skilled Trades Voluntary Layoff

- a) In the event there is a lack of work which will result in a layoff of more than five (5) consecutive work days but not more than six (6) months, a seniority employee will have the option of exercising his/her time in occupation seniority and electing to go on layoff for the duration of the lack of work or for a period of up to three (3) months.
- b) It is understood that the company may deny a request for Voluntary Layoff, or recall an individual on Voluntary Layoff, if the skills of an individual are needed by the Company or in lieu of being required to train other employees.

- c) All employees on Voluntary Layoff will be recalled prior to hiring new employees. Employees on Voluntary Layoff will be entitled to the same benefits as they would be eligible for under a normal layoff.
- d) It is expressly understood that an employee on Voluntary Layoff will not be permitted to return to work to be replaced on layoff by another employee within three (3) months from the date of his/her layoff, except as determined by the Company.
- e) In cases where the layoff period is defined from the outset, if the length of that period is subsequently extended to a later date, higher seniority employees who are on Voluntary Layoff will be given the option to return to work and be replaced on layoff by the junior employee within the same occupation, classification, and department or remain on layoff for the duration of the extended period.
- f) In cases of indefinite layoff, higher seniority employees within the occupation, classification, and department will be given the option to return to work after the agreed to layoff period.
- g) Nothing in the foregoing shall preclude the Company from recalling the employees prior to the expiration date of the Definite layoff period.
- h) When a higher seniority employee returns from Voluntary Layoff, he/she will be placed in their previously held occupation, classification, and department that he/she had prior to the layoff.

Section 1.9 - Skilled Trades Recall

Recall of laid off employees shall be conducted in accordance with Occupational seniority within the occupation, classification and department. Recall rights are conditioned on current address information being on file with the Company. It is the responsibility of the employee to provide and maintain current address information. Notice of recall deemed to have been received upon delivery of written certified mail notice to the employee's address as shown on the records of the Company.

Section 1.10 - Skilled Trades - Job Bidding

To be eligible to use the Job Transfer Procedure, an employee must be actively at work.

All employees who apply for Skilled Trades openings shall follow the job bid procedure below:

- a) All Skilled Trades occupational job openings will be posted simultaneously both internally and externally for a period of seven (7) calendar days.
- b) Postings shall identify the occupation, department and shift in which the opening exists.
- c) Applicants for a Skilled Trades opening shall follow the posting instructions and submit a cover letter and resume.
- d) Journeyman within the Skilled Trades Classification shall have preference to open journeyman jobs. A Skilled Trades journeyman cannot bid on an apprenticeship opening.
- e) Employee(s) in a non-apprenticeable occupation may bid on an apprenticeship or journeyman opening.
- f) The most senior qualified journeyman within the Skilled Trades Classification

shall be awarded a journeyman opening, after review by the Joint Committee.

- g) The most senior qualified employee on a plant wide basis shall be awarded the job, after review by the Joint Committee.
- h) **Except for employees who were displaced due to a layoff or downsizing from skilled trades classifications**, employees who exercise their seniority rights to move to an apprenticeship, journeyman, or non-apprenticeable job opening within the Skilled Trades will waive their right to bid on another job posting for a period of eight years counted from the first day of acceptance of the job. Employees who exercise their transfer rights will waive their right to bid within their new classification or transfer for a period of eight years counted from the first day of acceptance of the job.

Section 1.11 - Skilled Trades Shift Balancing

The Company will determine the number of employees needed per shift. If the Company determines it is necessary to balance shifts within the Skilled Trades areas, the following procedure shall be followed:

- a) Shifts shall be balanced based on Occupational seniority within a department.
- b) If the number of departmental positions are increased, the Skilled Trades job bid procedure shall be used.
- c) If a departmental reduction in workforce is necessary, the possibility of a reduction will first be discussed with the Local Union President and the Skilled Trades Committeeperson for possible ways to avoid the reduction. The number of employees will be reduced based on Occupational seniority within a department.

Section 1.12 - Skilled Trades Shift Preference

In making shift assignments, the Company will determine the number of employees needed per shift and then will assign employees to the shift of their preference, within their occupation and within their department based on Occupational seniority.

- a) When an employee with sufficient Occupational seniority wishes to work on another shift in his/her occupation and department:
 - 1) The senior employee will make application with his supervisor in writing, on a form provided by the Company, no later than the end of his shift Tuesday, four (4) weeks preceding the shift change. A copy will be given to the employee.
 - 2) The senior employee will bump the least senior employee on the desired shift based on Occupational seniority within his department.
 - 3) The displaced employee shall stay in his Occupation and department and change shift to replace the employee who exercised shift preference or bump the lowest seniority person within the same occupation and department on the shift his/her seniority would allow.
 - 4) If the displaced employee bumps the least senior employee within the same occupation in the department on another shift, then the least senior employee will replace the first employee exercising shift preference.
- b) The shift change shall begin on the first regular work day four (4) full calendar weeks after the shift preference request has been submitted which means

the change shall occur on the fifth Monday after the submission of the shift preference request, or less time if agreed by the parties involved.

- c) An employee being bumped must be notified of his/her impending shift change no later than the beginning of the shift Friday the week the application was made.
- d) An employee who has exercised his right to shift preference shall not be allowed to reapply for a period of one (1) year.
- e) An employee may exchange shifts with another employee within the same occupation and department if the supervisor(s) involved agree to the exchange. A shift exchange may last no longer than thirty (30) days and such exchange must start at the beginning of the work week. Shift exchanges of less than one (1) week may be permitted and will involve shift premium eligibility.

Section 1.13 - Vacation Scheduling

Vacation scheduling in Skilled Trades will be based on time in occupation seniority. The General Agreement covers the vacation scheduling procedure. However, the percentage of employees who will be permitted to be on vacation at any given time will be determined by the number of employees necessary in each occupation, based upon operational requirements.

Section 1.14 – Floating Holiday

In order to ensure appropriate levels of coverage for Skilled Trades projects scheduled for contractual holidays, the Company may choose to offer Skilled Trades employees who volunteer to work contractual holidays the opportunity to request a regular work day off for each contractual holiday worked. The Skilled Trades employee shall be paid at his/her normal hourly rate for the scheduled time off.

ARTICLE 2 – JOINT COMMITTEE

Section 2.1 – Committee Guidelines

The joint Skilled Trades and Management Committee (hereinafter Joint Committee) shall continue to meet at least monthly and review current Skilled Trades occupation descriptions and Apprenticeship Programs. The Joint Committee will continue screening and reviewing the performance of employees prior to entering the Skilled Trades Classification and for any other purposes expressly stated hereinafter. The Joint Committee may review other training issues if appropriate. Following these reviews the Committee shall make its recommendations to the Company.

Section 2.2 – Skilled Trades Committee Composition

The Joint Committee shall consist of one (1) Skilled Trades Committeeperson at large, and one (1) Skilled Trades employee from each active shift where Apprenticeable Classifications are regularly assigned, selected by the Union, and an equal number of representatives appointed by the Company. The Company and the Union shall each appoint a co-chairperson of the Joint Committee.

Section 2.3 – Skilled Trades Apprenticeable/ Non-Apprenticeable Employee Evaluations

Evaluations of employee performance and progress shall be completed as described below:

- a) Skilled Trades apprenticeable employees shall be evaluated every thirty (30) days during the first six (6) months of the apprenticeship and then every ninety (90) days until completion of the apprenticeship.
- b) Skilled Trades non-apprenticeable employees shall be evaluated every thirty (30) days during the first six (6) months of training and then every ninety (90) days until completion of the training.

A Skilled Trades apprenticeable employee shall have one-hundred twenty (120) calendar days and a Skilled Trades non-apprenticeable employee shall have ninety (90) calendar days to demonstrate the skills and abilities to perform the necessary tasks associated with the occupation. During this qualifying period, the employee will be provided with occupational instructions and necessary orientation information. The Joint Committee may agree on a longer orientation period. If employee performance and progress during this qualifying period is unsatisfactory, the employee shall be disqualified. The employee and the Union will be advised in writing of the reasons for disqualification. In the case of a probationary employee, the employee will be discharged. In the case of an employee with seniority, the disqualified employee shall be assigned to his/her previous classification or occupation and shift based on his/her Occupational, **Non-Skilled Trades** seniority. The disqualified employee shall not be eligible to bid or transfer for a period of one (1) year.

The Joint Committee will write training guidelines and training outlines for non-apprenticeable occupations within a reasonable amount of time after the ratification of this supplement.

Section 2.4 – Journeyman Status

Journeyman status as used herein shall be understood to mean any Skilled Trades employee who has completed **Dana Lafayette's** apprentice program or has satisfied the requirements of some other skilled trades apprentice program found to be acceptable by the Joint Committee.

The Company will continue to provide employment documentation, including specific Skilled Trades work experience, to any employee for purposes of securing Journeyman status through a recognized Journeyman training or apprentice program or at least eight (8) years of documented work experience specific to the occupation, as determined by the Joint Committee. The Joint Committee shall have final authority over the acceptance of such Journeyman status. In order to be eligible for hiring, applicants for journeyman positions must provide appropriate documentation establishing qualifications for a journeyman card according to applicable UAW guidelines.

ARTICLE 3 - TRAINING PROGRAMS - SKILLED TRADES

Section 3.1 - Administration of Training Activities

The Company will be responsible for **the** administration of training guidelines, schedules, and programs developed by the Skilled Trades Committee. Such schedules and programs will include safety (including hazardous waste where applicable), maintenance and work performance to properly instruct employees in the Skilled Trades. This shall be done by the following:

- a) In-House
- b) Outside vendor
- c) Outside schooling
- d) Other means

Section 3.2 - Skilled Trades Expectations

Employees participating in such Skilled Trades training programs will be expected to and shall put forth their best effort in all regards, including the following:

- a) Attendance
- b) Application
- c) Study
- d) Timely reporting of on-the-job training hours, grades, and requests for classes

Employees in the Skilled Trades classification must in all regards consistently perform and progress in their specific occupational training program at an acceptable level as determined by the Company.

Upon completion of a Skilled Trades Apprenticeship, employees shall remain employed by **Dana Lafayette** for a period of five (5) years. If the Skilled Trades employee leaves the Company prior to completing three (3) years of employment, the employee shall reimburse the Company for the full cost of education expenses, including tuition, books, supplies, and other similar education expenses. If the Skilled Trades employee leaves the Company after three (3) years of employment in the Skilled Trades occupation, the employee shall reimburse the Company for one-half (1/2) the cost of education, including tuition, books, supplies, and other similar education expenses.

If a Skilled Trades apprentice leaves the company during the apprenticeship period, the apprentice shall reimburse the company for cost of education, including tuition, books, supplies, and other similar education expenses.

Nothing herein shall be claimed as a basis of any guarantee of continued employment.

Section 3.3 - Training Guidelines

The Committee shall provide the Company with copies of the final drafts of such training programs as described above as such drafts are finalized by the Committee. The Company will review and consider such training programs and schedules. Upon agreement with finalized drafts, they shall be implemented by the Company.

Section 3.4 - Skilled Trades Certification

The Committee, with input from the Environmental, Health and Safety Manager, will determine which occupations under Article I herein shall be certified and how such certification will be achieved. The Company shall be responsible for final certification requirements.

Section 3.5 - Skilled Trades Trainers

There may be certain employees in the Skilled Trades Occupations designated as Trainers. These Trainers shall be selected by the Committee and shall be paid \$1.00 per hour above their hourly rate for as long as they function as Trainers.

Section 3.6 - Apprenticeship Program Guidelines

Apprenticeship program guidelines shall be considered part of the Skilled Trades Supplement. The apprentice programs will be upgraded with the objective of obtaining approval for certified journeyman status.

Section 3.7 - Individual Apprenticeship Training Outlines

Individual Skilled Trades apprenticeship training outlines shall be considered part of the Skilled Trades Supplement. The apprentice programs will be upgraded with the objective of obtaining approval for certified journeyman status.

Section 3.8 – Non-Apprenticeable Program Guidelines

Non-Apprenticeable program guidelines shall be considered part of the Skilled Trades Supplement.

Section 3.9 - Individual Non-Apprenticeable Training Outlines

Individual Skilled Trades Non-Apprenticeable training outlines shall be considered part of the Skilled Trades Supplement.

ARTICLE 4 - GENERAL CONDITIONS

Section 4.1 - Working Conditions

- a) The Company shall supply specialty tools and storage boxes necessary to perform the work assigned to the occupations under Article I herein. Employees shall be responsible for the proper care and return of all such specialty tools in good functional condition.
- b) The Company shall be responsible for supplying all parts and items necessary to properly complete the assigned work with respect to the occupations under Article I herein.
- c) Skilled Trades employees who during the routine course of job performance are sprayed, or soaked with hydraulic fluid, cutting fluid, lube oil or other materials may shower and change into fresh clothes, on regular working hours after notifying their immediate supervisor.
- d) Lost time for all employees because of Union business shall be covered under the General Agreement.
- e) All Skilled Trades employee training records shall be maintained and updated by the Company and be subject to review by the Committee and the employee where such is then relevant. The files will at no time leave the possession of the Company.
- f) Due to the nature and responsibility of the Skilled Trades requirements it may become necessary for these employees to work through or otherwise alter their breaks and or lunch times to finish their assigned job on time. Wash-up at special times prior to lunch and breaks shall be allowed for Skilled Trades employees.
- g) Personnel carriers or a carrier shall be available each shift for retrieval and delivery of parts where required for Skilled Trades work then assigned as determined by the company. These carriers shall be also made available for the Skilled Trades employees who are assigned or volunteer for weekend work on a basis determined by the Company.
- h) No Skilled Trades employee shall be required to perform his/her job assignment or to be responsible for the entire plant by him/her self on any day or shift where there is a clear, serious safety issue relative to that employee working alone. With respect to Machine Repair, the term "Skilled Trades employee" as used in this paragraph will mean only Journeymen.

- i) A Skilled Trades employee shall not normally be assigned to perform work outside of his/her occupation. If, however, circumstances require a Skilled Trades employee to be assigned work outside of his/her Skilled Trade occupation, the employee will not refuse to do the work, but will accept the assignment and file a grievance if he/she justifiably feels his/her rights have been violated. In all circumstances, except emergencies, where a Skilled Trades employee is required to work outside his/her occupation, Management will first attempt to seek Skilled Trades volunteers. With respect to the Utility Maintenance occupations, where possible and practicable, Management will first attempt to satisfy overtime requirements from among those normally performing the work in the occupation.
- j) A Skilled Trades employee who has a safety concern should refer such concern to the **Supervisor**, his/her Union representative on the shift, or to a safety committee member on the shift.
- k) A non-Skilled Trades employee will not be assigned to perform work in any Skilled Trades occupations with the exception of Cutter Grind work where non-Skilled Trades employees will continue to incorporate cutter grinding and sharpening requirements within their work assignments as needed when Cutter Grind employees are not available to perform the work. It is also understood that Skilled Trades occupations other than the Welder occupation will continue to perform welding when a Welder is not available to perform the work.
- l) **Employees within the Apprenticeable Skilled Trades Occupations shall receive a payment \$1400 during each year of this Agreement, to replace and/or purchase needed tools by August 31st. Employees who work less than all of a calendar year will receive a pro-rated amount of the tool allowance.**
- m) After an employee has received notification of layoff or provided notice of retirement, the employee **will not receive** the Skilled Trades tool **payment**. If the employee is recalled to work during the life of the contract, the employee **will receive** the balance of the Skilled Trades tool **payment** on a prorated basis. Apprentices selected after the contract has been ratified **will** receive a prorated tool **payment**.
- n) **If a Skilled Trades employee is requested to work, outside of their normal shift hours, he/she will be paid at least 4 hours in accordance with section 6.3 pay policy.**

ARTICLE 5 - SKILLED TRADES PAY RATES

Section 5.1 – Rate Progression for Non-Apprenticeable Occupations

The Skilled Trades rate progression for Non-Apprenticeable Occupations shall be as follows:

The probationary period for Non-Apprenticeable Skilled Trades occupations shall be ninety (90) days unless extended by mutual agreement of the Company and the Union, and the employee shall be hired at 80% of the maximum rate of the pay grade for the first ninety (90) days of actual work.

After the probationary period is satisfied, the employee shall be paid:

- 1) Eighty percent (80%) of the maximum rate of the pay grade for the next nine hundred seventy-five (975) hours of actual work.

- 2) Eighty Five percent (85%) of the maximum rate of the pay grade for the next nine hundred seventy-five (975) hours of actual work.
- 3) Ninety percent (90%) of the maximum rate of the pay grade for the next nine hundred seventy-five (975) hours of actual work.
- 4) Ninety Five percent (95%) of the maximum rate of the pay grade until the completion of the apprenticeship program.
- 5) Upon completion of the Non-Apprenticeable Training Program, the employee shall receive the maximum rate of the pay grade.

Each increase shall be effective at the beginning of the first pay period following the completion of the required number of hours of actual work.

In cases where a prospective new hire has proven, documentable on-the-job experience on the types of equipment and processes used at **Dana Lafayette** and demonstrates that ability during the probationary period, after review by the Joint Committee, the Company may adjust the hire-in-pay upward to compensate for this experience. Such an employee's pay rate shall be in accordance with one of the steps listed above and shall be increased in accordance with the schedule above.

Section 5.2 – Rate Progression for Apprenticeable Occupations

The Skilled Trades rate progression for Apprenticeable occupations shall be as follows:

The probationary period for Apprenticeable Skilled Trades occupations shall be ninety (90) days unless extended by mutual agreement of the Company and the Union, and the employee shall be hired at 75% of the maximum rate of the pay grade for the first ninety (90) days of actual work.

After the probationary period is satisfied, the employee shall be paid:

- 1) Eighty percent (80%) of the maximum rate of the pay grade for the next one thousand nine hundred fifty hours (1950) of actual work.
- 2) Eighty Five percent (85%) of the maximum rate of the pay grade for the next one thousand nine hundred fifty hours (1950) of actual work.
- 3) Ninety percent (90%) of the maximum rate of the pay grade for the next one thousand nine hundred fifty hours (1950) hours of actual work.
- 4) Ninety Five percent (95%) of the maximum rate of the pay grade until the completion of the Apprentice Program.
- 5) Upon completion of the Apprentice Program, the employee shall receive the maximum rate of the pay grade and Journeyman status.

Each increase shall be effective at the beginning of the first pay period following the completion of the required number of hours of actual work.

In cases where a prospective new hire has proven, documentable Skilled Trades experience on types of equipment and processes used at **Dana Lafayette** or is a certified Journeyman and demonstrates that ability during the probationary period, after review by the Joint Committee, the Company may adjust the hire-in-pay upward to compensate for this experience. Such an employee's pay rate shall be in accordance with one of the steps listed above and shall be increased in accordance with the schedule above. It is understood that after the probationary period, a new hire with Journeyman status will be paid the maximum rate of the pay grade for the occupation.

Section 5.3 – Additional Pay

Employees in the Skilled Trades classification shall have the following opportunities for additional pay:

- a) An employee who agrees to accept an assignment on the second or third shift when his/her seniority would entitle him/her to a first shift assignment will be eligible for an additional \$ 1.00 per hour premium pay for all hours worked on the second or third shift.
- b) Team Leader: Assists in resolving safety, quality, productivity, technical, and training issues as well as continuous improvement activities. Plans, schedules, and assigns work, performs process troubleshooting, and is responsible for the training of members in his/her team. The parties' expectation is that the average size of a team for which a Team Leader will be responsible will be between 7 and 13 employees. Team Leaders shall be eligible for an additional \$1.00 per hour.

After the Company determines that a need for such position exists in a particular department and classification, Team Leader position(s) shall be posted on the AS 400. Employees from the team to be led who wish to apply for the position shall submit a cover letter and resume to Human Resources. A joint selection committee shall be established consisting of one (1) member of management, one (1) member of the bargaining unit, one (1) Committeeman, and (1) member of Human Resources. The Committeeman and Human Resources representatives shall be the co-chairpersons of the joint committee. In the event a consensus cannot be reached among the joint selection committee on the successful applicant, management shall have the final authority to make the appointment.

- c) Maintenance Technician - The Maintenance Technician will perform work activities according to a job description developed by the Company and Union. These work activities may include, among other things, repairing equipment/facilities, performing process troubleshooting, resolving complex technical or quality issues, evaluating and improving processes, and responsibility for training other employees. Requires in-depth knowledge and experience in skilled trades procedures, safety procedures, and quality processes and procedures. No maintenance technician will be named without review of his/her qualifications and written approval by the **Plant Manager** and Human Resources **Manager**.
- d) Maintenance technician positions are not subject to the job transfer procedure and will be selected by the Company. Maintenance Technicians will be paid an additional \$1.00 per hour. Employees receiving additional pay as either Team Leader or Maintenance Technician shall not be entitled to both additional pays. It is understood that Team Leaders and Maintenance Technicians will not have any involvement in making decisions regarding hiring, discharging, disciplining or any other traditional supervisory function.
- e) Any Skilled Trades employee possessing a bona fide UAW Journeyman Card will be eligible for \$ 1.00 per hour additional pay.

The parties agree that the Joint Selection Committee established pursuant to Section 7.8 will be responsible for establishing a more uniform procedure for selecting qualified maintenance technicians following the effective date of this agreement.

ARTICLE 6 - OUTSIDE CONTRACTING

It is the Company's intent to utilize its own employees, whenever possible, to perform the work normally performed by its Skilled Trades employees; provided, however, that it has the necessary manpower, skills, equipment and facilities to do so and that the work can be done competitively in regard to quality, cost and performance and be completed within the necessary time limits.

The local Union shall be informed of decisions to contract work out that has typically been performed by Skilled Trades employees and agrees to meet bimonthly with the local Union President and the Skilled Trades Committeeperson to inform the Union of decisions involving the contracting out of such work, the reason(s) for such decisions, the amount of work involved and the projected impact on current bargaining unit employees. Should the situation arise that a contractor is needed for longer than three **(3)** months to perform work normally performed by Skilled Trades employees, the Joint Skilled Trades Committee may request the addition of Skilled Trades employees. Management will establish and revise staffing requirements based on operational requirements.

Should a situation arise where a reduction-in-force is necessary, currently outsourced work will first be reviewed with the local Union President and the Skilled Trades Committeeperson for the possibility of being returned in order to eliminate the need for or reduce the size of the reduction-in-force.

If the Skilled Trades Committeeperson believes that overtime opportunities are being unreasonably limited due to outside contracting, the **Plant Manager** will meet with the Local Union President and Skilled Trades Committeeperson to discuss.

However, nothing in this Agreement shall be construed to preclude, limit or delay the sub-contracting or contracting out of work by the Company where it decides to do so.

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