

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

**The UAW and Its Local 2317 & Fairfield Manufacturing Company, Inc.**  
**Tentative Agreement**  
**May 22, 2026**

**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, 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) workdays 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. **The Local Union President will receive pay for time in excess of the 37.5 hours per week referenced above, when asked to report to the Fairfield Lafayette facility by the Company. Such time shall be recorded in the timekeeping system.**
- 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 3.5 - 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~~ **unreasonably** 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

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Agreement. This is not applicable when arrangements are made so that the Committeepersons may attend these meetings during straight-time hours.

- d) **The Company will allow up to thirty-seven and one-half (37.5)-hours paid time at the employee's regular rate of pay for prep time for negotiations with a six (6) person max, including the Local Union President.**
- e) **Negotiating Contract: The Company agrees to pay the then current per hour wage rate of no more than six (6) Bargaining Committee persons, including the Local Union President, for hours spent in negotiations which correspond with the regular work week of thirty-seven and one-half (37.5) hours. If negotiations are scheduled on weekends or over eight (8) hours daily, the committee will be compensated for those hours. On days when negotiations are not scheduled, but the Company requests the Bargaining Committeepersons, including Local Union President, remain out of the facility, Bargaining Committeepersons, including Local Union President, will be compensated for the straight-time and weekend overtime they would have been able to work.**
- f) **The recording secretary will be allowed to participate in Bargaining Committee activities and will be compensated by the local Union.**

#### **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 **and subject to the provisions expressed below**, the Manager will arrange a meeting between the Grievant and that Grievant's Union Representative at the earliest possible time. Such meeting will not be capriciously ~~unreasonably~~ delayed. ~~subject to the provisions expressed below: Such meeting will not be capriciously delayed.~~

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#### **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 **Union Company**, within seven (7) work days of notifying the Company of its ~~receipt of the notice of the Unions~~ intention to submit, **will initiate arbitration by requesting a panel of seven (7) arbitrators (all of whom shall be members of**

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the National Academy of Arbitrators) from the Federal Mediation and Conciliation Service (FMCS) or, if the FMCS is unable to provide a panel, from another mutually agreed upon source. ~~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.~~

The Union and the Company will first attempt to mutually agree upon a selection from the panel. Should no agreement be reached then the Union and Company, in turn, shall reject one (1) of the seven (7) arbitrators until only one (1) remains. A single coin toss shall determine whether the Union or Company has the first turn. A joint email shall be sent to the FMCS and the selected arbitrator informing them of the arbitrator's selection.

- 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 5.2 - Probationary Employees**

An employee is a probationary employee without seniority during the first ~~one hundred eighty (180)~~ **one hundred twenty (120)** 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. **During the first year of employment, all new hires will be scheduled for blueprint reading and precision measurement training if required for their job. This new probationary period will be effective on the first anniversary of the agreement.**

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### **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 **with Union Representative present**, 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)~~ **four (4)** years, or if seniority is less than ~~three (3)~~ **four (4)** years, for the amount of time equal to his/her seniority.

### **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.

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**Notwithstanding the other provisions of this Section 5.7, any transfer between shifts will be voluntary.**

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 5.9 – 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 **with Union Representative present**, 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 **on department communication boards**. 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. **A copy of the job opening award form will be given to the employee and the Committeeperson on the appropriate shift.**

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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. **An employee who has accepted a job transfer to a higher paying classification shall be paid at the rate of the higher paying classification starting on the payroll period after signing the job transfer. An employee who accepted a job transfer to a lower paying classification shall be paid the rate of his/her higher paying classification until released from his/her current job to the newly awarded job.** 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;

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- 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~~ **three (3) months** from the day of the job acceptance, **irrespective of the shift preference language in Section 5.13 (d)**.
  - 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 5.15 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~~ **Fairfield** Lafayette in accordance with agreed percentages of the total bargaining unit employees.

**Current** 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.

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## 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 **good faith** manner that will safely produce a quality product delivered on time to the customer.

## 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 **who is actively working** spends during his scheduled workday in any medical facility as scheduled by the Company in connection with a covered workers compensation condition. **In the event an employee leaves work to immediately report to an off-site medical facility for emergency treatment due to an on-the-job injury or illness, the employee will be paid straight-time for time spent receiving treatment, up to 7.5 hours from the time the employee left the facility.**

## 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 **An overtime sign-up sheet will be posted every Monday in each department whether there is work or not.**

## Section 7.4 – Pay Schedule

New employees, shall be paid at the new hire rate of ~~\$18.00~~ **\$19.00** per hour until they complete their probationary period. Beginning at that point, excluding Materials and Assembly classifications. (See the Materials and Assembly chart below), the employee will be paid at a rate equal to at least seventy-five (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.

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- 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~~ **Fairfield 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. **If the Company adjusts an employee's rate of pay to a higher level in the above schedule, the employee will be credited with the hours of actual work associated with that level. To achieve the next rate of pay level, the employee will need to first complete his/her probationary period and then complete 975 hours of actual work. For example, if an employee is adjusted to the Ninety-Five percent (95%) of the maximum rate of the pay grade in the job classification level, the employee will be credited with 3900 hours. To achieve 100% of the maximum rate of the pay grade, the employee will need to perform actual work for an additional 975 hours.**

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 for Assembly and Materials (adjustments effective on same date as maximum rate increases)				
Start	Year 1	Year 2	Year 3	Year 4
\$19.00	\$20.00	\$21.00	\$22.00	Current Top Rate

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### **Section 7.6 – Pay Scales**

<b>Classifications</b>	<b>Current</b>	<b>5/25/2026</b>	<b>5/24/2027</b>	<b>5/22/2028</b>	<b>5/21/2029</b>
Assembly	\$22.50	<b>\$24.08</b>	<b>\$24.80</b>	<b>\$25.54</b>	<b>\$26.31</b>
Custom Builder	\$25.40	<b>\$30.40</b>	<b>\$31.31</b>	<b>\$32.25</b>	<b>\$33.22</b>
Facilities	\$22.50	<b>\$24.08</b>	<b>\$24.80</b>	<b>\$25.54</b>	<b>\$26.31</b>
Heat Treat	\$25.40	<b>\$32.40</b>	<b>\$33.37</b>	<b>\$34.37</b>	<b>\$35.40</b>
Kitting	\$24.65	<b>\$26.38</b>	<b>\$27.17</b>	<b>\$27.98</b>	<b>\$28.82</b>
Machining	\$25.40	<b>\$32.40</b>	<b>\$33.37</b>	<b>\$34.37</b>	<b>\$35.40</b>
Materials	\$22.50	<b>\$24.08</b>	<b>\$24.80</b>	<b>\$25.54</b>	<b>\$26.31</b>
Packers	\$24.65	<b>\$26.38</b>	<b>\$27.17</b>	<b>\$27.98</b>	<b>\$28.82</b>
Quality	\$26.15	<b>\$27.98</b>	<b>\$28.82</b>	<b>\$29.68</b>	<b>\$30.58</b>
Skilled Trades Apprenticeable	\$38.36	<b>\$41.05</b>	<b>\$42.28</b>	<b>\$43.54</b>	<b>\$44.85</b>
Skilled Trades Non- Apprenticeable	\$30.86	<b>\$33.02</b>	<b>\$34.01</b>	<b>\$35.03</b>	<b>\$36.08</b>

The Rates shown in the Pay Scale are minimums. The Company may increase, but not decrease, the base rate for any classification during the life of the agreement.

Employees in the Custom Builder classification who currently receive a \$5 pay-for-skill add-on will receive a one-time lump sum of \$4,150.00, no later than the last payroll period of the month following ratification.

Employees in the Heat Treat classification who currently receive a \$7 pay-for-skill add-on will receive a one-time lump sum of \$4,423.00, no later than the last payroll period of the month following ratification.

Employees in the Machining classification who currently receive a \$7 pay-for-skill add-on will receive a one-time lump sum of \$4,423.00, no later than the last payroll period of the month following ratification.

Employees who have continuously worked in the Facilities classification since April 18, 2022, receive an additional \$1.00 per hour worked.

An additional \$0.75 was added to the Quality current base rate, prior to application of general wage increases.

The current maximum rate for the Skilled Trades Apprenticeable classifications incorporates the Journeyman Card and Maintenance Tech additional pay per the 2021-2026 collective bargaining agreement. An additional \$1.05 was added to the Skilled Trades Apprenticeable current base rate, prior to application of general wage increases

The current maximum rate for the Skilled Trades Non-Apprenticeable classifications incorporates the Journeyman Card additional pay per the 2021-2026 collective bargaining agreement. An additional \$0.90 was added to the Skilled Trades Non-Apprenticeable current base rate, prior to application of general wage increases.

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### **Section 7.7 – Shift Premium**

Effective following ratification of the ~~2020-2024~~ **2026-2030** agreement and for the life of the contract all employees working shall receive per hour shift premiums as follows:

Second shift **\$0.75** ~~\$.65~~

Third shift **\$0.90** ~~\$.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~~ **\$1.50** 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.

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- 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~~ **\$1.50** 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 Fairfield 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 Fairfield Lafayette's~~ ability to compete in a global market.

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
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- b) 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 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 (7 ½) 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.~~ **Employees assigned to third shift will be excused from work on either their shift immediately preceding the jury service, or their shift immediately following the completion of the jury service, at the option of the employee. Such employee must notify their immediate supervisor of their election prior to being absent from work.**
- 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) **Fairfield Lafayette shall compensate for all lost time any employee who is called by the Company to testify on its behalf in any judicial or administrative proceeding.**
- e) 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, **stepson, or stepdaughter** 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

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
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c) For purposes of this section, immediate family shall consist of:

sister	step father
brother	step mother
grandchild	<del>step son</del>
current father-in-law	<del>step daughter</del>
current mother-in-law	grandfather
current brother-in-law	grandmother
current sister-in-law	stepsister
Stepbrother	

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.

d) In the case of death of an employee's son-in-law, daughter-in-law, aunt or uncle, **current spouse's aunt/uncle**, niece or nephew, **current spouse's niece/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.

e) 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.

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 8.6 – 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.

**Additional related leaves of absence may be granted if mutual approval is given by the Company and the Union.**

### **Section 8.7- Peace Corps Leave of Absence**

**Members of the Union who are invited to enter training for the Peace Corps shall receive temporary leaves of absence with accumulated seniority for periods not to exceed twenty-eight (28) months.**

### **Section 8.8 – Informal Leaves of Absence**

**A leave of absence may be granted for personal reasons for a period not to exceed thirty (30) days, upon application of employees to and approval by the Human Resources Department and Plant Manager. Such leaves of absence shall not be renewed and seniority will accumulate during the leave. Company will notify Union president of any informal leave of absence.**

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

### **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~~ **\$900** 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 **Fairfield**, 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~~ **\$1800** 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 10.6 - 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~~ **\$150** 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.

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
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c) This benefit is for the purpose of the employee’s individual PPE only and may not be transferred to others.

**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,~~ **twelve (12) holidays in the remainder of 2026, fourteen (14) holidays in 2027, twelve (12) holidays in 2028, thirteen (13) in 2029 and two (2) holidays in 2030.**

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.

c) **For the July 4<sup>th</sup> holiday, third shift shall receive July 5<sup>th</sup> off, except in cases when July 5<sup>th</sup> falls on a weekend, in such case the third shift shall receive the same holiday as first and second shift.**

**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	2026	2027	2028	2029	2030
New Year’s Day		<i>Friday 1/01</i>	<i>Monday 1/03</i>	<i>Monday 1/01</i>	<i>Tuesday 1/01</i>
<b>Good Friday</b>		<i>Friday 3/26</i>	<i>Friday 4/14</i>	<i>Friday 3/30</i>	<i>Friday 4/19</i>
Memorial Day	<i>Monday 5/25</i>	<i>Monday 5/31</i>	<i>Monday 5/29</i>	<i>Monday 5/28</i>	
Independence Day	<i>Friday 7/03</i>	<i>Monday 7/05</i>	<i>Tuesday 7/04</i>	<i>Wed 7/04</i>	
Labor Day	<i>Monday 9/07</i>	<i>Monday 9/06</i>	<i>Monday 9/04</i>	<i>Monday 9/03</i>	
Thanksgiving Day	<i>Thursday 11/26</i>	<i>Thursday 11/25</i>	<i>Thursday 11/23</i>	<i>Thursday 11/22</i>	
Thanksgiving Friday	<i>Friday 11/27</i>	<i>Friday 11/26</i>	<i>Friday 11/24</i>	<i>Friday 11/23</i>	
Christmas Holiday	<i>Wed 12/23</i>	<i>Thursday 12/23</i>	<i>Monday 12/25</i>	<i>Monday 12/24</i>	
Christmas Holiday	<i>Thursday 12/24</i>	<i>Friday 12/24</i>	<i>Tuesday 12/26</i>	<i>Tuesday 12/25</i>	

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
 Company: \_\_\_\_\_ Date: \_\_\_\_\_

Christmas Holiday	<i>Friday 12/25</i>	<i>Monday 12/27</i>	<i>Wed 12/27</i>	<i>Wed 12/26</i>	
Christmas Holiday	<i>Monday 12/28</i>	<i>Tuesday 12/28</i>	<i>Thursday 12/28</i>	<i>Thursday 12/27</i>	
Christmas Holiday	<i>Tuesday 12/29</i>	<i>Wed 12/29</i>	<i>Friday 12/29</i>	<i>Friday 12/28</i>	
Christmas Holiday	<i>Wed 12/30</i>	<i>Thursday 12/30</i>			
New Year's Eve	<i>Thursday 12/31</i>	<i>Friday 12/31</i>		<i>Monday 12/31</i>	
<b>Total Holidays</b>	<b>12</b>	<b>14</b>	<b>12</b>	<b>13</b>	<b>2</b>

**Section 14.1 - Vacation Year**

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

- 01/01/2027 – 12/31/2027**
- 01/01/2028 – 12/31/2028**
- 01/01/2029 – 12/31/2029**
- 01/01/2030 – 12/31/2030**

**Section 14.4 - Vacation Scheduling**

- f) **Vacation time may be taken in increments of not less than one (1) one half (.5) hour.**

**Section 14.5 - Vacation Shutdown**

If the Company decides to have a plant-wide vacation shutdown, employees will be advised **180 days prior to the vacation shutdown dates.** ~~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.

**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,~~ **May 23, 2026 to May 24, 2030** 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.

**Article 19 - 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.~~

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

## **Article 20 – Letter 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 Union's 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 **during the 3<sup>rd</sup> Step grievance meeting each month. In the event a 3<sup>rd</sup> step grievance meeting is not scheduled in a month, the parties will schedule a mutually agreed upon time.**

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 **Company's Operational Excellence Program ~~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 Operational Excellence DOS**, they may request the assistance of the Local 2317 bargaining committee

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

#### Letter of Understanding #4 Regarding Employee Policies

- 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. **Employees can back-in or pull straight into a designated parking spot within the parking lots provided.**
- 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~~ **after giving prior notice to the President of the Local Union.**
- 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.

**Deductions from an employee's wages to recover overpayments made in error will not be made unless the employee is notified within 45 days of the day the check in question was delivered to the employee. Deductions for overpayments shall be limited to no more than \$150 per paycheck. If the employee is on any type of leave the amount deducted will be postponed until the employee returns to work.**

**For correcting pay shortages of four (4.0) pay hours or more due to Management error:**

- **Management will inform the employee of his/her options to receive his/her shortage in an off-cycle payment or with his/her next regular paycheck, and as necessary submit pay shortage information in the Payroll System prior to the end of the employee's shift.**
- **A direct deposit correcting the shortage will be prepared with the employee's normal tax deductions.**
- **The funds will be directly deposited in the employee's checking account by the end of the ~~next~~ third banking day following submission of the pay shortage information in the Payroll System, and available to the employee pursuant to the bank's deposit rules.**

#### 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 **within 90 days of ratification and comprised of: up to four members appointed by the Union and up to an equal number of representatives appointed by the Company.** ~~(1) Committee person; 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.,

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Supervisors and bargaining unit members from the area will be included in the development process. The Joint Training Committee shall meet at least **every other** month~~ly~~ 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.

### **Section 21.1 - Fairfield Pension**

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(a) – Retirement Savings Plan**

**The Company will amend the Allison Off-Highway Hourly Retirement Savings Plan with respect to the Fairfield Lafayette bargaining unit, to provide, effective January 1, 2027, a 100% Company match of employee contributions up to six percent (6%) of eligible employee earnings. The Company match will be subject to a three-year vesting period. Any amendments or changes to administrative procedures necessary to implement this proposal will be made in a manner consistent with applicable law.**

### **401(k) Sub Account**

The Company shall continue the sub-account in employees' 401(k) savings plan in existence at Fairfield Lafayette ~~each UAW-represented facility~~ **until January 1, 2027**. ~~Effective January 1, 2020,~~ The Company shall contribute, for every hour worked, \$0.35 (thirty-five cents an hour) on behalf of Employees. The hours for which contributions will be made are the same as the SPT Contributory hours in ~~Appendix M, Section C 21.2(b).~~ The sub-accounts will have the following design elements:

- Immediately vested.
- Employees will not be allowed to make withdrawals or loans from the sub-account.
- Contributions placed into the sub-account will be placed into a professionally managed investment fund (i.e. target-based fund) that will be automatically adjusted based on the Employee's projected retirement age.
- Funds in the account shall be available for withdrawal upon retirement or termination for any reason.

~~\* Warren, MI employees will begin participating September 1, 2021, and will no longer be eligible for matching contributions under the Dana Hourly Bargained Retirement and Savings Plan.~~

\*\* Lafayette, IN employees will begin participating **in the sub-account on January 1, 2025, and**

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~~cease participating in the sub-account effective January 1, 2027~~ and will no longer be eligible for matching contributions under the Dana Hourly Bargained Retirement and Savings Plan.

Employees ~~hired after August 18, 2021,~~ will continue to be automatically enrolled in the ~~Dana Hourly Bargained~~ **Allison Off-Highway Hourly** Retirement and Savings Plan (the 401k Plan) at a 3% employee contribution rate with the option to change contribution amounts to the Plan at any time after enrollment.

## **Section 21.2 (b) – Steelworkers Pension Trust**

All Covered Employees (as defined below) at **Fairfield Lafayette** ~~the locations set forth in Section A.1 below~~ will be covered under the Steelworkers Pension Trust (SPT) as of the Effective Date. The Effective Date will be ~~September 1, 2021~~ **January 1, 2025**. The SPT is a multi-employer defined benefit pension plan. It is administered by a Board of Trustees, consisting of an equal number of employer and Union representatives.

### **Section A. Coverage**

#### 1. Covered Employees

Covered Employees are all Employees represented by the UAW, excluding temporary employees and vacation replacements who are not otherwise permanent employees, who are employed at **Fairfield Lafayette** ~~the covered locations listed below~~ for any length of time during a Wage Month. The Company is required to make a contribution in respect of a Covered Employee whose employment is terminated during a Wage Month.

Covered Locations:
<b>UAW</b>
Auburn Hills, MI
Columbia, MO
Danville, KY
Dry Ridge, KY
<b>Lafayette, IN**</b>
Lima, OH
Louisville, KY
Paris, TN
Pottstown, PA
St. Clair, MI
Sterling, IL
<del>Toledo, OH</del>
<del>Warren, MI*</del>

\* Warren, MI employees will begin participating September 1, 2021, and will no longer be eligible for matching contributions under the Dana Hourly Bargained Retirement and Savings Plan.

\*\* Lafayette, IN employees will begin participating January 1, 2025, and will no longer be eligible for matching contributions under the Dana Hourly Bargained Retirement and Savings Plan.

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2. Newly Hired Employees  
Newly hired Employees will be considered Covered Employees on the first day of the first calendar month immediately following the expiration of ninety (90) days from the commencement of his/her employment. Such calendar month shall be the Employee's first Benefit Month. The immediately preceding calendar month shall be the Employee's first Wage Month.
3. Coverage of Newly Hired Employees Who Were Previously Covered  
Newly hired Employees who were previously covered by the SPT shall be considered Covered Employees as of the first day of the first calendar month immediately after the commencement of their employment as Employees of the Company. This calendar month is the Employee's first Benefit Month and the calendar month immediately preceding is the Employee's first Wage Month.

### Section B. Credited Service

1. Credited Service solely for purposes of eligibility and vesting under the SPT (including eligibility for a Rule of 85 benefit) will mean the sum of an employee's "Past Service" and "Covered Service". An Employee's "Past Service" will be equal to his Credited Service under the Company pension plans in which the employee participated prior to the Effective Date. If an employee was not a participant in a Company pension plan that counted Credited Service, the employee's "Past Service" will be his service determined under the ERISA elapsed time service counting rules beginning on his date of hire with the Company and ending on the date upon which the Company union pension plans are frozen as provided in Appendix L. An Employee's "Covered Service" will be his periods of employment with the Company beginning on the later of the Effective Date or his date of hire and, except as provided in Section E.3.(b) below, continuing during the time the Company remains a Participating Employer.
2. Covered Service ends when an Employee quits, dies, retires or the Company stops making contributions on the Employee's behalf.

### Section C. Hourly Contributions

1. Beginning September 1, ~~2021~~**2026**, and continuing each month thereafter until the expiration of the Agreement, the Company shall contribute to the SPT an amount equal to ~~\$1.40 in 2022 & 2023 of the agreement, \$1.45 in 2024 and \$1.50 in 2025,~~**\$1.50 in 2026, and \$1.55 as of September 1, 2027 (and for the remaining duration of the Agreement)** for each Covered Employee's Contributory Hours (as defined in Section G below) during the month (Wage Month). The contributions for a Wage Month will be due within 10 business days of the close of the month in which the Contributory Hours were worked. The month during which the contribution is made is referred to as the Benefit Month.

### Section D. Benefit Formula and Amount

1. The amount of the pension that an Employee will receive depends directly on the total amount of contributions made on behalf of the Employee to the Plan by the Company during the time the Employee was covered by the Plan.
2. The monthly benefit payable at Normal Retirement, Rule-of-85 Retirement, and Disability Retirement under the SPT equals the amount of the annual hourly contributions on behalf

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of an Employee multiplied by 18.25% and then divided by twelve (12) to obtain a monthly amount. This is the formula for a single life annuity. The benefit payable as a joint and survivor annuity or other optional form of payment is subject to adjustment.

### **Section E. Eligibility for Pension**

Participants are eligible to retire under the following options:

1. Normal Retirement  
Retirement at age 65 with a pension benefit based on the contributions made on his/her behalf, without reduction for early retirement.
2. Early Retirement  
Retirement at age 55 with 5 years of Credited Service with a pension benefit based on the contributions made on his/her behalf, reduced by 0.25% (1/4%) for each month (or 3% per year) that the retirement is prior to age 65.
3. Rule-of-85 Retirement  
A participant is eligible for a Rule-of-85 retirement with a pension benefit based on the contributions made on his/her behalf, without reduction for early retirement, if:
  - a. age plus the number of years of Credited Service equals 85 or more;
  - b. the years of Covered Service that count in making the calculation are those calendar years in which there were at least five (5) months for which contributions were paid to the SPT (for those individuals who are eligible to participate in SPT on the Effective Date, Past Service will count as years of Covered Service); and
  - c. during the twenty-four (24) month period preceding the month of retirement, there must have been at least ten (10) months for which contributions were paid to the SPT on his/her behalf.
4. Disability Retirement  
Disability within the meaning of the Federal Social Security Act while a Covered Employee on or after the Effective Date, with a pension benefit based on the contributions made on his/her behalf, without reduction for early retirement.
5. Vested Deferred Retirement  
An Employee who terminates his employment after completion of 5 years or more of Credited Service will be eligible for a vested deferred retirement benefit.

### **Section F. Vesting**

A Participant shall be fully vested upon the completion of five (5) years of Credited Service.

### **Section G. Hours for Which Contributions are Made**

1. Contributory Hours include:
  - a. hours actually worked by Covered Employees;
  - b. hours for which Covered Employees were paid because of vacation, holidays, jury duty, bereavement leave, union business, but not in excess of forty (40) hours per week;

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Company: \_\_\_\_\_ Date: \_\_\_\_\_

- c. hours for which Covered Employees, who are paid for vacations in a lump sum, were absent on vacation;
- d. hours for periods on lay-off of up to twelve (12) months, during which time the Employee will be deemed for this purpose alone to have worked forty (40) hours per week, per absence; and
- e. hours for absences of up to twelve (12) months (or such longer period as may be required by law) during which the Employee is receiving workers' compensation or sickness and accident benefits, or is on Union Leave, leave of absence for military service or military encampment, or leave of absence on Family or Medical Leave, provided that the Employee returns to employment with the Company within the time period allowed by law or bargaining agreement. Such absences will be credited as Contributory Hours at a rate of up to forty (40) hours per week.

2. There will not be any duplication of Contributory Hours under the SPT.

#### **Section H. Requirements**

The Company shall transmit to the SPT with each contribution a contribution report on the form furnished by the SPT on which the Company shall report the names, status, hire and termination dates as applicable, Social Security numbers, birth dates as well as the total hours paid to each Covered Employee during the Wage Month.

The Company further agrees to supply to the SPT such further information reasonably necessary as may from time to time be requested by it in connection with the benefits provided by the SPT to Covered Employees, and to permit audits of its employment records by the SPT for the sole purpose of determining compliance with terms and conditions of this Agreement.

#### **Section J. Incorporation Agreement**

The benefits and eligibility are subject to the Incorporation Agreement and supplemental agreements among the Company, Union and the SPT Trustees and the SPT Plan provisions. Nothing here modifies the Incorporation Agreement or the provisions of the SPT Plan. The Board of Trustees has the authority to decide all questions concerning eligibility for and the amount of pension benefits. All final decisions regarding the Plan are made by the Board of Trustees based on the provisions of the Declaration of Trust.

#### **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.~~

The **current** Short-Term Disability (STD) benefit provisions of HealthWorks for each UAW facility will continue for the length of this agreement. **STD benefits will be made available to otherwise eligible employees who are employed by Fairfield Lafayette for at least 6 continuous months.**

#### **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~~

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

~~do not elect long-term disability benefits may be eligible for unpaid medical leave pursuant to Section 8.5.~~

~~Effective January 1, 2018, the current~~ Long-Term Disability (LTD) benefit provisions of HealthWorks Green for all UAW facilities will apply for the length of this Agreement. ~~The duration of long-term disability under the Healthworks Green will change from a maximum of two (2) years to a maximum of five (5) years for LTD claims beginning January 1, 2018.~~

The Company reserves the right to provide the LTD benefit either through an insurer or as a self-insured benefit.

### **Section 21.5 - Life Insurance and AD&D**

No change under the Company-paid Basic Life Insurance and AD&D.

**Life Insurance is calculated at 1.5 times an employee's base hourly rate, multiplied by 2080.**

**Effective January 1, 2027, in the event an employee is unable to work because of physical disability for a continuous period and is approved for leave, the employee will be eligible for Life Insurance for the duration of leave, up to the lesser of the amount of time equal to his/her seniority or four (4) years.**

Optional Dependent Life Program (100% paid by member):

The optional dependent life insurance plan with the following coverage amounts is provided as follows.

Optional Spouse Life Insurance

Elective coverage amounts shall be \$5,000, \$10,000, \$25,000. Coverage amounts in excess of \$25,000 shall be in increments of \$25,000 (for example, \$50,000, \$75,000) up to the lesser of the member's total employee life insurance coverage amount (basic plus optional) or \$250,000.

Optional Child/Children Life Insurance

Elective coverage amounts shall be \$2,000, \$5,000, \$10,000. A dependent child between ages 19 and 23 is required to be a full-time student. Optional child life insurance terminates the last day of the calendar month the child ceases to be a dependent, or the last day of the calendar year the child turns 23.

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

The parties agreed to provide health and welfare benefits for active ~~Dana~~ employees represented by the UAW. The term "medical" ~~used in this Appendix "Q"~~ is understood to include hospital, surgical, medical, outpatient, diagnostic, pathology, anesthesia, emergency, chiropractic, psychiatric, and all other relevant medical services usually and customarily included under the medical portions of the ~~HealthWorks~~ HSA and HRA plans.

#### **1. Medical, Prescription Drugs and Dental**

The ~~HealthWorks~~ HSA and HRA plan provisions as it applies for each UAW facility for medical, prescription drugs and dental will continue for the length of this Agreement.

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
 Company: \_\_\_\_\_ Date: \_\_\_\_\_

Medical and prescription drug benefits under the Healthworks Red plan will be closed to new entrants after June 1, 2017. Effective June 1, 2017, new entrants will participate in the Healthworks Green HRA Plan.

Effective January 1, 2022, participants will have the option to elect to participate in either the Healthworks Green HRA Plan or Healthworks Green HSA Plan.

Current Medical Plan Designs										
	HealthWorks-Green HRA					HealthWorks Red closed to new entrants after 6/1/2017				
	Deductible (Less HRA \$)		OOP Max Medical (Less HRA \$)			Deductible (Less HRA \$)		OOP Max Medical (Less HRA \$)		
	HRA \$	In- Network	Out-of- Network	In- Network	Out-of- Network	HRA \$	In- Network	Out-of- Network	In- Network	Out-of- Network
Single	\$1,000	\$750	\$1,250	\$1,750	N / A	<del>\$1,000</del>	<del>\$300</del>	<del>\$500</del>	<del>\$600</del>	<del>N/A</del>
EE + 1	\$1,500	\$1,125	\$1,725	\$2,625	N / A	<del>\$1,500</del>	<del>\$450</del>	<del>\$750</del>	<del>\$900</del>	<del>N/A</del>
Family	\$2,000	\$1,500	\$2,500	\$3,500	N / A	<del>\$2,000</del>	<del>\$600</del>	<del>\$1,000</del>	<del>\$1,200</del>	<del>N/A</del>

HealthWorks Green HSA Effective January 1, 2022					
	HSA \$	Deductible (once met everything covered 100%)		OOP Max Medical	
		In- Network	Out-of- Network	In- Network	Out-of- Network
Single	\$500	\$3,000	\$6,000	\$5,000	\$10,000
EE + 1	\$1,000	\$6,000	\$12,000	\$10,000	\$20,000
Family	\$1,000	\$6,000	\$12,000	\$10,000	\$20,000

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
 Company: \_\_\_\_\_ Date: \_\_\_\_\_

Current Rx Plan Designs				
	<del>HealthWorks Green HRA</del>		<del>HealthWorks Red</del> closed to new entrants after 6/1/2017	
	Retail Rx	Mail Order Rx (90-day supply)	Retail Rx	Mail Order Rx (90-day supply)
Generic	\$10	\$20	20% Coinsurance (min \$10, max \$40)	20% Coinsurance (min \$10, max \$40)
Preferred Brand	\$25	\$50	20% Coinsurance (min \$10, max \$40)	20% Coinsurance (min \$10, max \$40)
Non-Preferred Brand	\$60	\$100	20% Coinsurance (min \$10, max \$40)	20% Coinsurance (min \$10, max \$40)
Specialty Rx	N/A	\$100	N/A	20% Coinsurance (min \$10, max \$40)

<del>HealthWorks Green HSA</del> Effective January 1, 2022		
	Retail Rx	Mail Order Rx (90-day supply)
Generic	30% Coinsurance After Deductible (max \$100)	30% Coinsurance After Deductible (max \$250)
Preferred Brand	30% Coinsurance After Deductible (max \$100)	30% Coinsurance After Deductible (max \$250)
Non-Preferred Brand	30% Coinsurance After Deductible (max \$100)	30% Coinsurance After Deductible (max \$250)
Specialty Rx	30% Coinsurance After Deductible (max \$100)	30% Coinsurance After Deductible (max \$250)

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

- Refer to Letter 20 regarding applicability of an emergency room co-pay.
- In the event that the ~~HealthWorks~~ medical/Rx plans lose “Grandfathered” status under the Patient Protection and Affordable Care Act, (PPACA), the out-of-pocket limits for prescriptions drugs shall be equal to the out-of-pocket limits defined in the Act less the out-of-pocket limits in the HealthWorks medical plan. Such limits will be adjusted annually for inflation pursuant to the Act, as determined by the Federal Government.

~~Auburn Hills will remain in Health Alliance Plan of Michigan HMO (HAP).~~

(a) Wellness Program – ~~Effective with 2022 Enrollment Year~~

- Employees enrolled in ~~HealthWorks~~ **the HRA Plan** who complete an annual physical will receive a \$75 credit to their Health Reimbursement Account (HRA). The credit is limited to one (1) per calendar year.
- A Tobacco Cessation Program will be offered at no charge to employees.
- Tobacco cessation medications will be added to the prescription drug plan.

(b) Future Premium Contributions

Future “Premium Contributions” for medical/prescription drug and for dental as indicated above will be changed in the future no more than once each year, on January 1 of each such year. The following factors shall be used to calculate the annual Premium Contribution change:

- i. Claim utilization changes will be measured for all employees, both union and non-union, and will be calculated, consistent with the Company’s method used in past years, for the current Company locations known by the Company to be continued on the effective date of the change in Premium Contributions, as the change between (a) the total incurred claims for the current Company locations in the 12 month period ending on June 30<sup>th</sup> immediately prior to the January change date in Premium Contributions, to (b) total incurred claims for the same locations for the 12 month period ending June 30<sup>th</sup> immediately prior to the period in 1(c)(i)(a) above. The claims utilization calculation, consistent with the Company’s method used in past years, will be done separately for medical/prescription drug and dental.
- ii. Medical inflation used to calculate the annual Premium Contribution change for medical/prescription drug separately from dental shall be established each year as (a) the annual inflation estimates as published or generally reported by Milliman, the Segal Company, Deloitte Touche, and Willis Towers Watson **reputable industry resources**, (b) The Company will discard the highest and the lowest estimate from 1(c)(ii)(a). (c) The inflation factor ultimately used will be the average of the two remaining estimates remaining after 1(c)(ii)(b).
- iii. For medical/prescription drug and dental separately, half of the annual change resulting from the combined effect of claims utilization and medical inflation will be borne by the Company and half shall be applied to increase or decrease the Premium Contribution rates charged employees in the prior year. However, in no event shall the Premium Contribution amount for medical/prescription drug be increased by more than ~~six percent (6%) for employees covered under the Healthworks Red plan and~~ three percent (3%) for

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
 Company: \_\_\_\_\_ Date: \_\_\_\_\_

employees covered under the Healthworks **HSA or HRA** Green plan over the Premium Contribution amount for the prior year.

iv. A six percent (6%) cap shall apply for dental for all UAW facilities.

**\*\*During the term of the 2026-2030 Agreement, the employee premium contributions for medical, prescription drug, and dental coverage will be maintained at the contribution rates as of May 22, 2026.**

2. Dental

The HealthWorks plan provisions as it applies for each UAW facility for dental will continue for the length of this Agreement.

- ~~Dental benefits under the Healthworks Red Plan will be closed to new entrants after June 1, 2017. Effective June 1, 2017, new entrants will participate in Healthworks Green.~~

Dental benefit limits in effect beginning January 1, 2018, are as follows:

Current Dental Plan Designs				
Dental Plan Maximums	HealthWorks Green		HealthWorks Red - closed to new participants after 6/1/2017	
	Option #1	Option #2	Option #1	Option #2
All services combined (including preventive, restorative and reconstructive)	\$1,500 per person/ calendar year	\$1,000 per person/ calendar year	\$1,200 per person/ calendar year	\$1,000 per person/ calendar year
Orthodontia	\$1,500 per person/ lifetime	No Coverage	\$1,200 per person/ lifetime	No Coverage
TMJ	\$750 per person/ lifetime	\$750 per person/ lifetime	\$750 per person/ lifetime	\$750 per person/ lifetime

3. Benefits Enrollment Elections

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

- (a) If two (2) ~~Dana Holding~~ employees are married and are both represented by a collective bargaining agreement, they will be enrolled as either Employee + 1 or the Family healthcare tier and will be responsible for paying one monthly premium for the tier of coverage in which they are enrolled.
- Should the employees be enrolled in Family coverage, the birthday rule shall apply as to which employee is responsible for dependents.
  - The parties will make any necessary changes to the HRA language to allow for this administrative change.
  - Opt-Out credit will not be applied in the above situation.
- (b) If two (2) ~~Dana Holding~~ employees are married and only one employee is represented by a collective bargaining agreement, they will be enrolled as either Employee + 1 or the Family healthcare tier and will be responsible for paying one monthly premium for the tier of coverage in which they are enrolled.
- The employees will be covered by the insurance plan negotiated for the Collectively Bargained Hourly Employees.
  - Should the employees be enrolled in Family coverage, the birthday rule shall apply as to which employee is responsible for Dependents.
  - The parties will make any necessary changes to the HRA language to allow for this administrative change.
  - Opt-Out credit will not be applied in the above situation.

Healthcare Continuation While on Layoff:

~~Lima, Pottstown & Ft. Wayne continue current schedule.~~

~~All facilities will provide the following benefit continuation periods:~~

- > 10 years of service: Current month plus six (6) months
- 3 - 10 years of service: Current month plus three (3) months
- < 3 years of service: Current month

### **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.~~ **The Company will post updated contact information for benefits partners in a conspicuous location for employees to access.** 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 EAP 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**

**The Company will maintain the current vision plan for the life of this agreement. This includes the contact lens elective of up to \$200, limited to every 12 months.**

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

## SKILLED TRADES SUPPLEMENT

The following Agreement is to be attached to and be a part of the General Agreement between the parties dated **May 23, 2026**. 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.

### **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

#### **Cutter Grind**

#### **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 1.3 - 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, **and the Joint Skilled Trades Committee will be provided an opportunity to give feedback prior to any changes to job descriptions for the above Skilled Trades Occupations.**

### **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~~ **The Company will make every reasonable effort to give employees up to one (1) week's** notice of layoff. Layoffs in the Skilled Trades shall be by Occupation and applied in the following manner:

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

- 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 1.10 - 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.

Except for employees who were displaced due to a layoff or downsizing from skilled trades classifications, employees **(other than journeymen)** 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~~ **one (1) year** 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~~ **one (1) year** counted from the first day of acceptance of the job. **In the case of a journeyman, the periods above will be eight (8) years instead of one (1) year**

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

## **Section 2.4 – Journeyman Status**

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

## **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 **Joint Skilled Trades** Committee and shall be paid ~~\$1.00~~ **\$1.50** per hour above their hourly rate for as long as they function as Trainers.

## **Section 4.1 - Working Conditions**

- l) Employees within the Apprenticeable Skilled Trades Occupations shall receive a payment ~~\$1400~~ **\$1,500** during each year of this Agreement, to replace and/or purchase needed tools by August 31, 2026, **April 1, 2027, April 1, 2028, April 1, 2029, and April 1, 2030**. Employees who work less than all of a calendar year will receive a pro-rated amount of the tool allowance.

**The Company agrees to continue the tool allowance payment to the Non-apprenticeable Skilled Trades employees who receive the allowance as a result of the 2020 LOU (those entering into Non-apprenticeable trades following 2020 are not eligible).**

## **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~~ **\$1.50** 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 **department**

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

**communication boards** 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. **(Roll into base rate)**~~

e) ~~Any Skilled Trades employee possessing a bona fide UAW Journeyman Card will be eligible for **\$3.00 per hour** additional pay **(Roll into base rate)**~~

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.

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

## Letters of Understanding

### Letter of Understanding – Foreseeable Extended Daily Overtime Guidelines Agreement

The Company and Union want to extend this agreement on Foreseeable Extended Daily Overtime guidelines.

Every reasonable attempt will be made to offer weekend overtime before posting for Foreseeable Extended Daily Overtime.

- Extended Daily Overtime will be scheduled based on the Company's operational requirements.
- Every reasonable effort will be made to ~~schedule~~ **post** Foreseeable Extended Daily Overtime requirements by **the end of the shift Wednesday** for the following week(s). **When Foreseeable Extended Daily Overtime requirements are posted, the Company will also post a sign-up sheet.**
- **Every reasonable effort will be made to schedule Foreseeable Extended Daily Overtime by the end of the shift Friday for the following week(s). The schedule will list anticipated *employee assignments and hours to be worked*. The anticipated assignments and hours to be worked may change, depending on the circumstances.**
- Where possible and practicable, Management will first attempt to satisfy overtime requirements from volunteers in the department and on the shift.
- Volunteers from other departments will be considered provided they are able to do the work required in a normal and average manner.
- 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.

The agreement will be effective through ~~May 22, 2026~~ **May 24, 2030**.

### Letter of Understanding – Leadership Meeting Agreement

The Company recognizes the importance of communication. The Company and Union mutually agree to schedule a Joint Leadership meeting once per month. This meeting will include the Plant Manager and all of his/her direct reports and the Union Bargaining Committee.

The agreement will be effective through ~~May 22, 2026~~ **May 24, 2030**.

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

**Letter of Understanding - Clinic  
Agreement**

The Company agrees to make a reasonable effort to maintain the Clinic at the Dana Lafayette facility.

The agreement will be effective through ~~May 22, 2026~~ **May 24, 2030**.

**Letter of Understanding – Skilled Trades Retirees  
Agreement**

The Company and the Union agree in order to compensate for the shortage of personnel in the Skilled Trades, the Company will hire Skilled Trades retirees to act as Contractors to assist in Training and be utilized in any other work as needed in the Skilled Trades occupations.

The agreement will be effective through ~~May 22, 2026~~ **May 24, 2030**.

**Letter of Understanding – Pyro Technicians  
Agreement**

The following is an agreement between Fairfield – Lafayette and UAW Local 2317 regarding the requirements for time and one-half and double time pay in accordance with section 6.3, Pay Policy of the CBA Addendum as it relates to the pyro technicians 24/7 work schedule (see attachment).

The Company and the Union agree that on a non-precedent, non-citable basis the following:

- Pyro technicians who are scheduled by the Company to be off one day during the week with pay AND who are scheduled to work on Saturday and Sunday will be paid regular straight time pay and have the scheduled day off count toward the requirements for time and one half pay and double time pay.
- For hours worked beginning Friday night at 6 pm until Saturday at 6 am, the pyro technician 24/7 schedule will be at the time and one-half rate provided the employee has satisfied the daily hours requirement for time and one half pay.
- For hours worked beginning Saturday night at 6 pm until Sunday at 6 am, the pyro technician 24/7 schedule will be paid at the double time rate provided the employee has satisfied the daily hours requirement for double time pay.
- Pyro technicians who are scheduled by the Company to be off on Saturday and Sunday AND who are scheduled to work on Sunday night (6pm – 10pm) will have the scheduled time off count toward the requirements for double time pay for Sunday night.
- Apprentice pyro technicians will be paid in accordance with the hours requirements of the pyro technician he/she is currently assigned to – i.e., Saturday/Sunday hours.

The agreement will be effective through ~~May 22, 2026~~ **May 24, 2030**.

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

### Letter of Understanding – 611 Accident Agreement

The Company and the Union recognize their joint obligation to promote, maintain and improve the safety of the work environment. With that goal in mind the Company agrees that a union member of the Joint Safety Committee should be included when there is a 611 accident call to participate in the Accident Investigation. It is understood that the Joint Safety Committee member is not a first responder, but will assist with crowd control and maintaining the accident scene.

With this in mind the Company and Union agree to the following:

- All Joint Safety Committee members will under go HIPAA training.
- All Joint Safety Committee members will go through the OSHA Accident Investigation training.

The agreement will be effective through ~~May 22, 2026~~ **May 24, 2030**.

### Letter of Understanding - Floating Holiday Agreement

The following is an agreement between ~~Dana~~ **Fairfield** Lafayette and UAW Local 2317 regarding the use of Skilled Trades Supplement Section 1.14.

- If a Skilled Trades employee works a holiday. The "floating holiday" must be utilized within ~~the said calendar year~~ **a year to from the date that the holiday was worked.**
- ~~The exception to the above bullet would be the Christmas holiday. Christmas holiday, if worked, can be carried over to the next year. For example:~~
  - ~~Christmas 2024 holiday if worked can be carried over to 2025 but must be used in the year 2025.~~
- These "floating holidays" can only be used in 7.5 hour increments.

The agreement will be effective through ~~May 22, 2026~~ **May 24, 2030**.

### Letter of Understanding – Waste Handler Training Agreement

**Following extended discussions of Article 20 – Letter of Understanding #3, the parties have agreed that Waste Handlers, meaning employees who are assigned to transport hazardous waste, will be trained in accordance with the requirements of the Resource Conservation and Recovery Act (RCRA) and consistent with Department of Transportation (DOT) regulations related to the transport of hazardous materials.**

**In-person training of current Waste Handlers will be conducted within 12 months of ratification, and then every third calendar year thereafter. In-person training will be conducted by a Qualified Trainer. For purposes of this LOU, a “Qualified Trainer” means an individual or organization that:**

- 1) **is knowledgeable in RCRA and DOT regulations, including Hazardous Materials Regulations; and**

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

2) has documented qualifications, including certifications (if applicable).

A Qualified Trainer may be an external provider or internal subject matter expert, as mutually agreed by the parties.

Current Waste Handlers will receive refresher training via the Company's Learning Management System ("LMS") in intervening years.

New hires or employees who are transferred via the Job Transfer Procedure and who are assigned to transport hazardous waste will be trained via the LMS within 30 days of hire or assignment, whichever is later, and will attend the next scheduled in-person training.

The Agreement will be effective through May 24, 2030.

#### **Letter of Understanding – Leaving Facility for Clean-Up Agreement**

For purposes of Article 19, General Provision #5, if an employee, after notifying their manager and receiving advanced approval from the manager, chooses to leave the facility to clean up, they will be required to clock out. The employee will be paid for up to two hours for such offsite clean up time, provided they promptly report such time to the manager upon returning to the plant.

Either party may cancel this Letter of Understanding by providing written notice, with reason why, to the other party within the 30 calendar days following the first anniversary of the 2026-2030 collective bargaining agreement. If it is not canceled during that 30-day window, this agreement will expire May 24, 2030.

#### **Letter of Understanding – Custom Builders Agreement**

The Company and the Union agree to add an additional classification of experienced builders. These employees will hold the classification of Custom Builder.

With this in mind the Company and Union agree to the following:

- Employees in the Custom Build classification typically build complex assemblies on Trunnions, Custom bench, Customer repairs/returns, Gusto Trunnion, Large Marley, and Small Marley.
- Custom Builders may be required to train other employees and do other work as needed within the Assembly Department.
- Movement within the Assembly Department will not apply towards the temporary transfer time limits as specified in Article 5, Section 5.7.

The agreement will be effective through ~~May 22, 2026~~ **May 24, 2030**.

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

**Letter of Understanding – Opportunities for Extra Unpaid Vacation  
Agreement**

During times with low workloads in the plant, Management will offer the opportunity for some bargaining unit employees to take extra, unpaid vacation. Extra unpaid vacation may be taken in a minimum of one (1) hour increments. This may be discontinued at Management's discretion.

Once Extra Unpaid Vacation is posted in a department, Employees who are interested in taking extra, unpaid vacation should request the unpaid vacation from their Area Supervisor no later than prior to the start of the shift. For planning purposes as much advance notice as possible would be greatly appreciated.

Extra, unpaid vacation will be approved on a first come first served basis and not by seniority. Management will consider customer requirements and employee skills when determining if an individual may be approved to take extra, unpaid vacation.

Any extra unpaid vacation approved by management will not count against an employee's current vacation eligibility.

Employees who work less than four (4) hours will only be paid for hours worked, and the balance of time will be considered as extra, unpaid vacation.

In order to not impact health, life, and disability benefits, employees may use a maximum of 22.5 hours per month of unpaid vacation.

On a non-precedent, non-citable basis, extra, unpaid vacation hours shall count as hours worked in determining time and on-half (1 ½) on Saturday and double time on Sunday.

The agreement will be effective through ~~May 22, 2026~~ **May 24, 2030**.

**Letter No. 20**

~~Daniel Flippo, Director USW District 9 George Hardy,  
AA/Director, CS/IPS, UAW~~

~~August 17, 2021~~

~~Dear Mr. Flippo and Mr. Hardy,~~

~~During the contract negotiations of 2021 between Dana Incorporated and the United Steelworkers (USW) and the United Autoworkers (UAW), The Parties discussed **recognize** the importance of health care utilization and the importance for our members to have health care benefits that provide benefits in the most cost- effective manner to the plan. To this end, the parties agreed that there is a need for continuing education relative to emergency room utilization.~~

~~Further the Parties agreed that beginning in 2022, there will be A co-pay of \$150 associated with Emergency room visits will remain for this agreement. The co-pay will be waived in the event the covered employee or dependent is~~

Union: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

~~admitted to the hospital directly from the emergency room. This was agreed to with the express understanding that the company will implement a continuing education campaign at every USW and UAW represented facility to educate and inform employees of the most efficient and effective manner in which to obtain the needed healthcare without using the hospital emergency room as a replacement for a doctor's visit or utilizing an Urgent care facility. Additionally, The Company will provide current employees with benefit information for new employees during new hire orientation which will include educational material regarding ER visits and co-pays. This information will also be made available to new employees during new hire orientation. The continuing education campaign will be evaluated, monitored, and modified as needed as part of the ongoing work of the~~

~~joint healthcare committee called for in Letter 8 of the Global Settlement Agreement.~~

Any employee that is referred to the emergency room by a clinic or treating physician will not be subject to the emergency room co-pay.

The Company will not use this letter to deny medical coverage for any emergency room visit.

**Tim Sapp,**

VP Labor Relations Dana Incorporated